

RESOLUTION NO. 579

A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF BIRCH BAY WATER AND SEWER DISTRICT,
WHATCOM COUNTY, WASHINGTON, ADOPTING
GENERAL FACILITIES CHARGE PAYMENT AGREEMENT AND
SCHEDULE FOR SEWER CHARGES FOR U.L.I.D. NOS. 13 AND 14

WHEREAS, a General Facilities Charge (GFC) may not be included as part of a Utility Local Improvement District (U.L.I.D.) assessment; and

WHEREAS, the District Commissioners wish to allow payment of the GFC, for water and sewer, to be made over time for properties located within U.L.I.D. Nos. 13 and 14;

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF BIRCH BAY WATER AND SEWER DISTRICT, HEREBY RESOLVE AS FOLLOWS:

Section 1: Birch Bay Water & Sewer District does hereby authorize that payment of General Facilities Charge for water and sewer service for properties within U.L.I.D. Nos. 13 and 14 may be amortized over the same period of time as for the local facilities charge. Interest on the principal sum shall be at the same rate available for the local facilities charge for U.L.I.D. Nos. 13 and 14. All terms, statutory and code provisions applicable to the collection of local facilities charges for U.L.I.D. Nos. 13 and 14 shall govern collection of the GFC for water and sewer service.

Section 2: Property owners wishing to amortize their payment of the GFC for water and sewer service must execute an Agreement For Payment prior to June 30, 1997 (sample Agreement is attached). Those applying for service after June 30, 1997, will be required to pay the GFC for water and sewer service in full at the time of application, under the rates set forth in Resolution No. 578.

Section 3: Commodity charges for sewer service within U.L.I.D. Nos. 13 and 14 will be effective with the meter reading scheduled for June 17, 1997. Base charges for sewer service within U.L.I.D. Nos. 13 and 14 will be effective thirty (30) days prior to the meter reading scheduled for August 12, 1997. Sewer service rates and charges for properties within U.L.I.D. Nos. 13 and 14 shall be as set forth in Resolution No. 577.

Section 4: BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this resolution.

Section 5: If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have passed this code and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or

unconstitutional, and if, for any reason, this Resolution should be declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 6: This Resolution shall be effective on April 24th, 1997.

PASSED by the Board of Commissioners of Birch Bay Water and Sewer District, Whatcom County, Washington, at a regular meeting held the 24th day of April, 1997.

Carl Fleckhardt
COMMISSIONER

Don Noyes
COMMISSIONER

COMMISSIONER

THIS IS TO CERTIFY that the above is a true and correct copy of Resolution No. 579 of Birch Bay Water and Sewer District, Whatcom County, Washington, adopted at the regular meeting of the Board of Commissioners on April 24, 1997.

Don Noyes
SECRETARY

AGREEMENT FOR PAYMENT OF GENERAL FACILITIES CHARGES
U.L.I.D. NOS. 13 AND 14

THIS AGREEMENT, is by and between _____, "Owner,"
and Birch Bay Water & Sewer District, "District."

WITNESSETH:

WHEREAS, the District has authorized the payment of general facilities charges for water and sewer over time for properties within U.L.I.D. Nos. 13 and 14 pursuant to Resolution No. 579; and

WHEREAS, the District has authorized said payments may be received under the same terms as are available for the local facilities charges for U.L.I.D. Nos. 13 and 14; and

WHEREAS, the Owner desires to pay the aforementioned general facilities charge on the installment basis authorized by the District;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. The Owner shall pay to the District the general facilities charges for water and sewer connections in the total principal sum of _____ (\$ _____), plus interest thereon. The interest rate on said principal sum shall be at the same rate available for local facilities charges for U.L.I.D. Nos. 13 and 14.
2. Said principal, together with interest as aforesaid, shall be paid by the Owner to the District in _____ equal installments of _____ (\$ _____) commencing on the _____ day of _____, 1998, and the same date of each year following shall be the due date for each subsequent installment, unless the date shall fall on a Saturday, Sunday or Holiday, in which case the due date shall be the first working day thereafter.
3. Except as otherwise provided, all terms, statutory and code provisions applicable to the collection of local facilities charges for U.L.I.D. 13 and 14 shall govern collection of general facilities charges hereunder.
4. If payment of any installment is not made within sixty (60) days of its due date, the entire unpaid principal and interest shall become due, and said sum shall thereupon be considered a delinquent connection charge under the District Code, and the District shall thereupon assess applicable penalties and certify said delinquency to the Whatcom County Treasurer for lien foreclosure proceedings pursuant to the laws of the State of Washington.

5. The amount owed hereunder will become a lien against the below described property. All terms and obligations of this Agreement shall be binding on the Owner's heirs, successors, and assigns and shall be a covenant running with the land, the legal description of which is as follows:

6. The Owner agrees to pay all reasonable attorney's fees and costs incurred by the District in any legal action to collect the unpaid balance and/or foreclose the aforementioned lien.

DATED this ____ day of _____, 1997.

BIRCH BAY WATER & SEWER DISTRICT

BY: _____ OWNER

OWNER

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

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 and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: ____ day of _____, 1997.

Notary Public in and for the
State of Washington.
My commission expires _____.

STATE OF WASHINGTON)
) ss
COUNTY OF)

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 and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: day of , 1997.

Notary Public in and for the
State of Washington.
My commission expires

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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 state the he/she was authorized to execute the instrument and acknowledge it as the _____ of Birch Bay Water and Sewer District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____ day of _____, 1997.

Notary Public in and for the
State of Washington.
My commission expires _____.