

## Chapter 13A.16

### CHARGES

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**13A.16.010 Future connections.** All future connections (being those building sewer connections not connected prior to the effective date of the ordinance codified in this chapter to the public sewer system) shall be subject to the following connection and inspection charges which shall be paid to the City by the person desiring to make such connection at the time a permit is issued to perform the work and before the connection is made:

- A. For a public sewer connection permit, the amount estimated by the current City Fee Schedule Resolution, or all costs and expenses of the City, including but not limited to, the engineering, administrative, inspection, labor, materials, and legal costs, whichever is greater.
- B. For a public sewer area charge, in addition to the connection permit, before hookup, an area charge shall be assessed and collected by the City Clerk for each connection to the sanitary sewer. Each new single-family dwelling unit, multi-family dwelling unit, and commercial account shall pay an area charge as follows:
  - 1. Each new account shall pay an area charge, as established in the current City Fee Schedule Resolution, per square foot for the gross square footage associated with the connecting property developed, except that single-family dwellings located on individual tracts shall be limited to a maximum of twenty thousand (20,000) square feet for assessment purposes.
  - 2. When the gross square footage, associated with the connecting property developed, is less than the calculated total square footage, using the connecting property's legal boundary description, the area charge shall be based upon the calculated total square footage developed.
  - 3. An additional area charge will be assessed and collected for development of additional gross square footage associated with previously connected property. (Ord. 667, 1998; Ord. 622, 1995; Ord. 405 S1 (part), 1981.)

**13A.16.020 Sewer service schedule.** Effective April 1, 1978, each lot or parcel of real estate which is required to be connected to the public sewer system under this chapter, or each additional connection made to serve such lot or parcel of real estate, shall be charged for public sewer service as established by the current City Fee Schedule Resolution.

- A. Residential Class. Including, but not limited to separate family dwellings, including each unit of a multiple dwelling, duplex, triples, mobile home court, apartment buildings and apartments in residents; e.g., bachelor apartments or rental rooms, hotels, motels, cabins, trailer courts, and recreational vehicle courts.
- B. Commercial, Industrial, Institutional Class. Including all services except residential services.
- C. Septic Tank Pumper Class. Minimum rate and charges for sewage service outside the City limits shall be equal to the pumper rate multiplied by a factor of 1.5.
- D. Outside Service Class. All residential units outside City limits of Benton City.
- E. Senior/Disabled Citizen Class. Qualified senior or disabled citizens inside or outside the City limits. (Ord. 667, 1998; Ord. 622, 1995.)

**13A.16.030 Delinquent payment--Lien.** All charges as provided in this chapter or any amendment thereto, together with penalties and interest thereon shall be a lien upon the property with which such connections are made or to which such sewage service is rendered, superior to all other liens and encumbrances whatsoever, except for general taxes and local special assessments. Enforcement of such lien or liens shall be in the manner provided for by law. (Ord. 667, 1998; Ord. 405 S1 (part), 1981.)

**13A.16.040 Delinquent payment—Service shut off --Hearing.**

- A. All charges for the public sewer service shall be due on the second working day of the month following the month the services were provided and payable at the office of the City Clerk. Charges for sewer services shall become delinquent if not received at City Hall by close of business as listed in Section 2.04.010 on or before the 20<sup>th</sup> day of the billing month. If the 20<sup>th</sup> day of the billing month falls on a Saturday, Sunday, or legal holiday, the sewer utility account shall be delinquent if not received by the City by close of business as listed in Section 2.04.010, on the first working day thereafter. Mail or deposit box payments will not be considered received by the City prior to delinquency unless actually received prior to the default date and time. A delinquent fee set by the most current City Fee Schedule Resolution shall be assessed on each sewer account not paid prior to the delinquency.

The delinquent fee shall be waived by the City if all of the following conditions apply:

- 1. The account holder does not have any previous water or sewer

charge delinquencies on their account for the prior 12 month period.

2. The account holder contacts the City before the close of business of last working day of the month the charges are due to request the waiver.

As an additional and concurrent method of enforcing the lien of the City for sewage services, the Mayor is authorized and directed to shut off the public sewer service from the premises and/or water services to the premises on the last working day of the month such charges are due. Such services to the premises shall not be restored until such time as all charges, costs, penalties, and interest, as provided by the current City Fee Schedule Resolution, together with any additional sums which may be charged for the disconnection, reconnection, or utility account reinstatement are paid in full.

If payment is not received by the City for such charges by the 20<sup>th</sup> day of the month, the sewer utility customer shall receive notice in writing, notification of the following:

1. Termination of sewer and/or water utility services.
2. Right to a hearing before the Mayor for determination of a bona fide dispute concerning the correctness of the bill.
3. That a request for the hearing must be made by the 15<sup>th</sup> of the month such payment is due. If the utility customer prevails and the utility bill is corrected, the delinquency penalty, as set forth in the most recent current City Fee Schedule Resolution, shall be waived.

- B. All persons requesting a hearing as to the correctness of the sewer utility bill shall be notified in writing of the hearing date set therefore before the Mayor, which hearing shall be held not less than seven (7) days prior to the date designated for the termination of services. The hearing shall be before the Mayor to correct the mistake and determination of the sewer utility bill. The determination of the Mayor shall be final and rendered to the utility customer in writing prior to the date designated as the termination of the services. (Ord. 953, Feb. 2016; Ord. 899, 2012; Ord. 843, 2008; Ord 731, 2001; Ord 696, 2000; Ord. 667, 1998; Ord. 622, 1995; Ord. 572, 1992; Ord. 514, 1988; Ord. 494, 1986; Ord. 405 S1 (part), 1981.)

**13A.16.050 Exemption.**

- A. A fifty percent (50%) utility credit is hereby established for any residential sewer charge for those sewer users who qualify as a low income senior citizen or low income disabled citizen under this section.
  1. To qualify for the utility credit:
    - a. As a "low income senior citizen," that person must be sixty five (65) years of age or older at the time of application and the combined income for the household, including his or her spouse or co-tenant, must be less than twenty six thousand dollars (\$26,000.00) per year; or

- b. As a "low income disabled citizen," a person whose combined income for the household obtaining sewer services, including that of his or her spouse or co-tenant, does not exceed twenty six thousand dollars (\$26,000.00) per year and who meets one of the following criteria:
  - 1) A person qualifying for special parking privileges under RCW 46.19.010 (1) (a) through (j);
  - 2) A blind person as defined by RCW 74.18.020; or
  - 3) A disabled, handicapped, or incapacitated person as defined under any other existing state or federal program.
- B. Combined income as used in this section means the combined income from all sources whatsoever and includes all income of the claimant and residents of the household, including spouses and co-tenants, except to the extent that it represents a return of capital or investment. It shall include two-thirds (2/3) of any social security benefits. Combined income shall also include income from pensions, disability payments, annuities, and retirement. It further includes investment income in the form of stocks, investments on savings accounts and bonds, capital gains, gifts, and inheritances, and net rental income from real and personal property. Reimbursement or loans shall not be considered as income. Capital gains from the sale of a claimant's residence shall not be considered to be income if reinvested in a replacement residence within eighteen (18) months from the date of sale.
- C. Applications for the utility credit shall be made on an annual basis, commencing on January 1 of each year. Applications shall verify, upon a form provided by the City, such information and such other data as deemed necessary by the City to establish eligibility for the utility credit.
- D. The utility credit may be forfeited for the remainder of a calendar year by:
  - 1. Failure to timely pay, when due, any charge for utility services; or
  - 2. Loss of eligibility for the utility as described above. Forfeiture of eligibility or a denial of eligibility for the utility credit may be subject to appeal to the City Council in the manner set forth in Section 13A.12.120. (Ord. 919, Feb. 2013; Ord. 667, 1998; Ord. 614, 1995; Ord. 494, 1986.)

**13A.16.060 Disposition of funds.** All collected user and connection and area fees shall be deposited as follows:

- A. Monthly Sewer User Fees. All of the collected user fees, except those portions designated by resolution by the City Council as necessary to maintain the Sewer and Water Capital Maintenance Fund as provided below, shall be deposited in the Water and Sewer Revenue Fund. This fund is to pay sanitary sewer and water operation and maintenance costs. That portion designated by the City Council shall be deposited in a special fund

created by the City Clerk and known as the Sewer and Capital Maintenance Fund. The collected user fees shall be deposited into a special fund created by the City Clerk and known as the Sewer and Water Capital Maintenance Fund. The City Council shall, by resolution, designate a percentage of user fees, not to exceed twenty percent (20%), which shall be deposited to this fund to afford a minimum balance of fifty thousand dollars (\$50,000.00) or such greater amount as the City Council may deem necessary to effectively meet the purpose of the fund. This fund is to be used to pay for repair and/or replacement of the major components as approved by the City Council.

- B. Sewer Connection Permit Fees. All collected connection fees shall be deposited in the Water and Sewer Revenue Fund to repair costs of labor, equipment and materials necessary for the installation of sewer connections.
- C. Area Charge Fees. All collected area fees shall be deposited in a special fund created by the City Clerk and known as the Sewer and Water Capital Improvement Fund. This fund is to be used to pay for water and sewer system expansion, increased capacity, or improvement as approved by the City Council. (Ord. 667, 1998; Ord. 588, 1993; Ord 489, 1986; Ord 457, 1983; Ord. 405 S1 (part), 1981.)

**13A.16.070 Credit for vacant premises.** Any premises which shall have been destroyed, removed, or unoccupied for a period of not less than 120 days, may, upon appropriate application and the payment of the fee established therefore, apply to suspend the accrual of public sewer services and charges therefore for the period that the premises is unoccupied. At the time of reoccupancy, notice shall be given to the City, and public sewer services and charges therefore shall be reinstated. If the period of suspension is less than 120 days, sewer charges shall accrue during the period of vacancy and shall be immediately due and payable upon the recommencement of services to the public sewer service. (Ord. 953, Feb. 2016; Ord. 727, May, 2001; Ord. 696, 2000; Ord 667, 1998; Ord. 494, 1986.)

**13A.16.080 Deferred Payment Agreement.**

- A. The city shall enter into a deferral agreement with a customer of an active past-due account provided the customer requests the deferral and can demonstrate a bona fide economic hardship to the City. The customer shall pay a deferral agreement fee equal to the first month's installment before the deferral agreement is executed by the city, and a \$5 a month service charge.
- B. The following situations constitute a bona fide economic hardship to implement this section;
  - 1. A serious illness or injury suffered by the customer or a member of the customer's household;
  - 2. The death of a member of the customer's household;
  - 3. Loss of employment or deportation;
  - 4. Economic loss due to natural disaster;

- 5. Domestic violence against the customer; or
  - 6. A commitment by an independent program to assist the customer with payment that requires terms other than those in the original deferred payment agreement
- C. The maximum term for a deferral agreement shall be six (6) months. Estimated future billings will be included into the payment plan so that the account is current at the end of the deferral agreement term.
- D. The deferral agreement shall be in substantially the following form:

**DEFERRAL AGREEMENT  
DELINQUENT UTILITIES**

Date:

IN ORDER TO PAY A DELINQUENT ACCOUNT BALANCE, \_\_\_\_\_, hereinafter "Maker", promises to pay to THE CITY OF BENTON CITY, hereinafter "Holder", the principal sum of \_\_\_\_\_ Dollars and NO/100----- (\$\_\_\_\_\_.00), together with a fee in the amount of \$\_\_\_\_ each month, as follows:

1. INSTALLMENT PAYMENTS: Maker shall pay, (check one)
- a.  INSTALLMENTS of \_\_\_\_\_ dollars (\$\_\_\_\_\_) including a fee in the amount of \$\_\_\_\_\_ due monthly by the 20<sup>th</sup> of the month.
  - b.  INSTALLMENTS of \_\_\_\_\_ dollars (\$\_\_\_\_\_)
- calendar month
  - third calendar month
  - sixth calendar month
  - Other: \_\_\_\_\_
2. DUE DATE: The entire balance of this Note together with any and all fees accrued thereon shall be due and payable in full on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.
3. ALLOCATION OF PAYMENTS: Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.
4. PREPAYMENT: Maker may prepay all or part of the balance owed under this Note at any time without penalty.
5. CURRENCY: All principal and interest payments shall be made in lawful money of the United States.
6. LATE CHARGE: If Holder receives any installment payment more than ten days after its due date, then a late payment charge of \$25 shall be added to the scheduled payment.
7. ACCELERATION: If Maker fails to make any payment owed under this Note, and such default is not cured within ten days after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, and turn off the Maker's water, and terminate all other services provided to Maker under Title 13 of the Benton City Municipal Code.

Maker's initials \_\_\_\_\_

8. ATTORNEYS' FEES AND COSTS: Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party. In addition, Holder may contract with a collection agency in accordance with the procedures contained in RCW 19.16.500 to collect upon this note and add a reasonable fee in the maximum amount set forth in RCW 19.16.500.

9. WAIVER OF PRESENTMENTS: Maker waives presentment for payment, notice of dishonor, protest and notice of protest.

10. NON-WAIVER: No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.

11. SEVERABILITY: If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.

12. INTEGRATION: There are no verbal or other agreements, which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.

13. EXECUTION: Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.

14. DEFINITIONS: The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

Maker (signatures)

\_\_\_\_\_  
INSERT PROPERTY OWNER'S NAME

\_\_\_\_\_  
INSERT PROPERTY OWNER'S NAME

Approved by:

\_\_\_\_\_  
CITY CLERK/TREASURER

Maker's address for all notices given by Holder under this Note:

\_\_\_\_\_

(Ord. 953, Feb. 2016)