

Sanitary District No. 1 of Marin County

ORDINANCE NO. 51

An Ordinance Regulating Reimbursement Agreements

The Board of Directors of Sanitary District No. 1 of Marin County ("District") does ordain as follows:

1. A "Reimbursement Agreement" means an agreement between the District and a property owner ("Owner") who has applied to install a Public Sewer Extension that would be available to serve the owners of other parcels in the neighboring area who may wish to connect to the Public Sewer Extension at a future date ("Benefiting Parcels"). Owner agrees to pay for and install said Public Sewer Extension in accordance with the approved plans and District specification. Owner is required as part of the Public Sewer Extension to obtain necessary sewer easement(s) and pay for all costs associated with the installation of sewer line.

2. District shall enter into a Reimbursement Agreement with Owner provided Owner complies with the following requirements:

A. Owner must request that the District enter into a Reimbursement Agreement at the same time that the Public Sewer Extension is requested.

B. Owner must submit map of the area showing all parcels that would potentially be served by the Public Sewer Extension, together with a list of the Assessor's Parcel numbers and the names and addresses of the current owners of such parcels.

C. Owner provides District with Owner's current mailing address.

D. The reimbursement agreement is subject to the District's granting of the Owner's Public Sewer Extension.

E. The reimbursement agreement would become effective upon acceptance of the Owner's Public Sewer Extension by the District.

3. The Reimbursement Agreement shall contain the following provisions:

A. The Agreement shall be limited to a five (5) year term, however, during the fifth (5th) year of the agreement, but prior to the expiration of the initial five (5) year term, the Owner by written application to District may request a five (5) year extension to the term of the agreement. Upon approval of the application by the District said Agreement would be extended for an additional five (5) year term.

B. District shall collect from the Owners of each of the Benefiting Parcels the appropriate reimbursement amount.

C. Reimbursement to Owner shall be limited to forty percent (40%) of the amount allowable. The amount allowable shall be the performance bond amount required by the District for the construction of the Public Sewer Extension plus twenty percent (20%). District will determine performance bond amount required for the Public Sewer Extension.

D. The reimbursement amount for each of the Benefiting Parcels shall be determined by dividing the number of Benefiting Parcels into forty percent (40%) of the allowable amount.

E. An agreement by Owner that money sent to Owner by District as reimbursement, which is returned for lack of a current address, shall become the property of District and Owner waives all rights to any such money. It shall be the responsibility of Owner to notify District of any change of address.

F. An agreement by Owner that District shall not be responsible for failure to collect monies due from a Benefiting Parcel.

G. The agreement shall apply only to Owner and shall not be assignable to other parties or to future owners of Owner's property.

4. The Standard Reimbursement Agreement shall be used by District, a copy of which is attached hereto as Exhibit "A1."

The foregoing ordinance was passed by the Board of Directors of Sanitary District No. 1 of Marin County on the 5th day of June, 2001, by the following vote:

AYES: MARIANI, OLIVA, VANNI

NOES: NONE

ABSENT: BUCKLE, BJORN

ABSTAIN: NONE


BRIAN P. OLIVA
President of the Board

ATTEST:

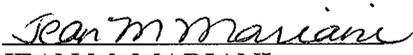

JEAN M. MARIANI
Secretary of the Board

EXHIBIT "A1"

STANDARD REIMBURSEMENT AGREEMENT PUBLIC SEWER EXTENSION NO. _____

This Agreement between Sanitary District No. 1 of Marin County ("District") and _____ ("Owner"), the owners of real property located on _____, California, Marin County Assessor's Parcel No. _____ ("Property").

RECITALS

A. Owner(s) constructed Public Sewer Extension No. _____, which was accepted by the District on _____, to service the Property. The plans for Public Sewer Extension No. _____ are incorporated herein by reference.

B. District and Owners desire to enter into an agreement whereby Owners would be reimbursed a portion of certain documented costs attributable to installing Public Sewer Extension No. _____.

C. Public Sewer Extension No. _____ could also provide service to Assessor's Parcel No(s). _____ (Benefiting Parcels). The allocation for each parcel is shown on the attached Exhibit "A."

D. Upon application by a property owner for a sewer connection permit, the District shall collect, in addition to the then current standard sewer connection fees that may be applicable, a reimbursement fee of \$ _____ for each connection to an existing lateral stub upon issuance of the sewer connection permit.

E. The District shall also collect and disburse \$ _____ for each parcel not shown on Exhibit "A" that may connect to Public Sewer Extension No. _____, for the term of this agreement.

NOW, THEREFORE, be it hereby agreed as follows:

1. Pursuant to the authority of Section 6520.2 of the Health and Safety Code, during the five (5) years following the date of this Agreement, the District agrees to collect the amounts set forth on Exhibit "A" and, upon receipt, disburse the amounts collected for parcels connecting to Public Sewer Extension No. _____.

2. Owners shall provide the District with their mailing address for all correspondence. The Owners shall also periodically contact the District, in writing, and provide the District with any change of mailing address. The mailing address provided by Owners will be used to forward any funds collected under Paragraph 1. All money returned to the District for lack of current address shall become the property of the District and Owner waives all rights to said money.

3. District shall not be responsible to Owners if District fails to collect from any party connecting to Public Sewer Extension No. _____.

4. This Agreement shall be limited to a five (5) year term, however, during the fifth (5th) year of the agreement, but prior to the expiration of the initial five (5) year term, the Owner by written application to District may request a five (5) year extension to the term of the agreement. Upon approval of the application by the District said Agreement would be extended for an additional five (5) year term.

5. This Agreement shall apply only to the Owner(s) and District and shall not be assignable to future owners of the property.

**SANITARY DISTRICT NO. 1
OF MARIN COUNTY:**

OWNER(S):

By: _____

President of the Board

Owner

Owner

ATTEST:

Secretary of the Board

Attachments:

1. Exhibit "A"
2. Acknowledgment of signature(s) by Notary Public in the current form approved by the State of California

EXHIBIT "A"

Parcel Allocations Public Sewer Extension No. _____
Location, City

Parcel No.

Current Owner

Amount

EXHIBIT "A1"

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Owner

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