



2201 Laverne Avenue
Klamath Falls, OR. 97603
Phone 541.882.5744 Fax 541.882.5013

Board of Directors

Position 1 – Michael Griffith
Position 2 – James L. Hainline
Position 3 – Charles K. Dehlinger

General Manager/Secretary

Michael Fritschi

ORDINANCE NO. 52 - SEWER INFRASTRUCTURE REIMBURSEMENT

WHEREAS, in current operation, the developer or private citizen who undertakes to pay the cost of adding or extending sewer infrastructure ultimately to be granted to the South Suburban Sanitary District, of Klamath County, Oregon, makes application to the South Suburban Sanitary District General Manager, who in turn reviews the request against engineering standards, and reports to the Board of Directors. If the General Manager finds the proposal to be feasible and desirable, the General Manager recommends acceptance of sewer infrastructure to the Board.

WHEREAS, the Board desires to define an ordinance declaring the intention of South Suburban Sanitary District to establish the means of assisting developers or private citizens who construct and grant sewer infrastructure to the South Suburban Sanitary District to receive reimbursement for sewer infrastructure by future private parties of granted sewer infrastructure, and to establish the effective date of the ordinance.

WHEREAS, the Board desires to establish this Ordinance No. 52 and to repeal Ordinance No. 37,

WHEREAS, this Ordinance repeals and replaces Ordinance No.37,

NOW, THEREFORE, it is hereby adopted as follows:

ARTICLE I

Definitions

1. Granting Agreement – That agreement entered into by the grantor and the District for sewer infrastructure built by grantor and granted to the District.
2. Grantor - Any person, persons or builder so extending or constructing sewer infrastructure within the public right of way or potentially serving the public at large, and grants that infrastructure to the District
3. Reimbursement Form Agreement – An agreement acknowledging this ordinance, the dollar amount owed to the original grantor based on the equal and linear portion of infrastructure used by the private party, the original grantors contact information, and the responsibility to pay the grantor.
4. Private Beneficiaries – Members of the public at large that benefit from the installation of granted public sewer infrastructure.

5. Reimbursement Period – That period where the District shall require a Reimbursement Agreement to be signed by Private Beneficiaries prior to establishing a sewer connection.

ARTICLE II

Granted and Valuation of Sewer Infrastructure

Section 1: Any person, persons or builder so extending or constructing sewer infrastructure within the public right of way or potentially serving the public at large shall give the District's General Manager notice of their intent. Upon such notice, the person, persons or builder extending or constructing the sewer infrastructure shall execute an agreement with the District in a form as approved by the Board of Directors of the District granting said sewer infrastructure to the District. Such agreement shall be executed by any person, persons or builder constructing a sewer infrastructure, prior to the installation of said sewer infrastructure.

Section 2: The granting agreement to be entered into between the District and the grantor shall contain an indemnification clause in which the grantor shall indemnify the District to the fullest extent allowable for any claims or loss associated by the grantor and the current or future beneficiaries of said improvements affected by the construction of sewer infrastructure.

Section 3: Nothing contained in this Ordinance shall require the District to pay any costs, out of pocket expenses, fees or services to the grantor for constructing the sewer infrastructure

Section 4: Sewer Infrastructure that is granted to the District shall be valued at the time of granting. The value of the sewer infrastructure shall be based on actual grantor cost. Actual grantor cost shall be substantiated by proper documentation clearly indicating cost for only that section of infrastructure granted. Grantor shall sign documentation, and provide plans and plats associated with the granted infrastructure to the District at the time of granting.

ARTICLE III

Third Party Assistance in Reimbursement for Granted Infrastructure

Section 1: Beneficiaries of granted sewer infrastructure shall reimburse the original grantor an equal and linear portion based on their intended use of granted sewer infrastructure. Equal and linear portion shall be defined by the number of platted lots existing at the time of infrastructure installation or by linear lot frontage along the improvement if lots are created after the installation. The General Manager shall make a determination of equal and linear reimbursement due to grantor when infeasible to use number of lots or linear lot frontage as a basis for reimbursement determination.

Section 2: All private persons, contractors, or developers (beneficiaries) shall be informed by the District, of their responsibility to reimburse original grantor that equal and linear portion of sewer infrastructure used to serve their intended connection. Prior to approval of the new connection, the District shall require the beneficiary intending to connect to the District sewer system to sign a Reimbursement Form Agreement acknowledging this ordinance, the dollar amount owed to the original grantor, the original grantor’s contact information, and the responsibility of the beneficiary to pay the grantor. A copy of which shall be mailed via certified mail and first class mail to the grantor at the most recent address for grantor on file with the district office.

Section 3: The District shall require a Reimbursement Form Agreement for a period of 5 years for all granted sewer infrastructure with an original value of \$250,000 or less, and 10 years for all granted infrastructure with an original value over \$250,000.

Section 4: It is the sole responsibility of the grantor to provide the District with updated contact information for the duration of the reimbursement period.

ARTICLE IV

District Assumes No Liability for Non-Payment Between Private Party’s

Section 1: The District requires only that a Reimbursement Form Agreement be signed by a beneficiary connecting to sewer infrastructure previously granted to the District during the time window described in Article III, Section 3 of this Ordinance. The District does not verify payment, nor does the District guarantee payment to grantors, and assumes no liability for non-payment, or any other issues between private parties. The District is not responsible for grantor contact information that is no longer up to date.

Section 2: The District, in enacting this ordinance and in performing the duties contained therein, are doing so as a service to the members and customers of the District. By passing this ordinance and entering into agreements with the grantor for extending or constructing sewer infrastructure, the District is making no representations, warranties or guaranties in regards to the grantor’s or beneficiary’s actions.

ARTICLE IV

MISCELLANEOUS

Section 1: All articles, sections, paragraphs, sentences, phrases and words of this ordinance are severable, and if any such article, section, paragraph, sentence, phrase or word is found to be invalid or unconstitutional by

judgment or decree of any court or competent jurisdiction, such judgment shall not invalidate any other or remaining article, section, paragraph, sentence, phrase or word of this ordinance.

Section 2: This Ordinance No. 52 shall be in effect until repealed.

Adopted this 17th day of February, 2015.

ATTEST:

Michael Fritschi
Secretary to the Board

Mike Griffith, Director

Copies of this Ordinance can be
obtained at the District office
2201 Laverne Ave, Klamath Falls, OR

James L. Hainline, Board Chairman

Charles K. Dehlinger, Director