

Appendix H
Reimbursement Agreement

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**SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 4334

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, REVISING THE FORM REIMBURSEMENT AGREEMENT AND READOPTING THE PROCEDURE FOR ADOPTING REIMBURSEMENT AGREEMENTS AND FORM RESOLUTION FOR REIMBURSEMENT AGREEMENT ADOPTION

WHEREAS, Chapter 57.22 RCW authorizes Reimbursement Agreements for the cost of the construction of water and/or sewer facilities by property owners; and

WHEREAS, the Board of Commissioners previously adopted forms, policies and procedures for Reimbursement Agreements as defined by Resolution No. 3144 on February 2, 2004, and as included in the form developer extension agreement adopted by Resolution No. 3200 on July 6, 2004; and,

WHEREAS, the Board of Commissioners revised the adopted forms by Resolution No. 3475 on June 19, 2006, and as included in the form developer extension agreement adopted by Resolution No. 4117 on December 5, 2011; and,

WHEREAS, the Board of Commissioners now desires to modify the fees associated administering and adopting Reimbursement Agreements by revising the application and process that are a portion of the form Reimbursement Agreement; now therefore,

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, as follows:

1. The form Reimbursement Agreement presented in Exhibit "A" is hereby approved and adopted.
2. The policies and procedures for the review, consideration, and processing of applications for Reimbursement Agreements pursuant to Chapter 57.22 RCW as described on Exhibit "B" attached hereto are hereby approved and adopted.
3. The form Application for or Waiver of Reimbursement Agreement presented in Exhibit "C" attached hereto is hereby approved and adopted.

Resolution No. 4334

4. District staff shall present all Reimbursement Agreements to the Board of Commissioners for approval by Resolution, using the general form of the Resolution presented in Exhibit "D".

5. All District resolutions, including Resolution Nos. 3144, policies, and procedures are hereby modified, superseded, and rescinded to be in accordance with the foregoing.

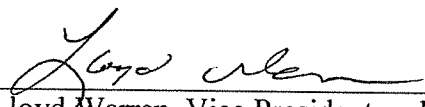
ADOPTED at a regular open public meeting of the Board of Commissioners, Sammamish Plateau Water and Sewer District, King County, Washington, held on the 7th day of April, 2014.

***Individual Commissioner's
Vote on this Resolution:***

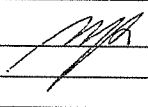
Approved: _____
 Opposed: _____
 Abstained: _____
 Absent: _____


 Robert Abbott, President and Commissioner

Approved: _____ ✓
 Opposed: _____
 Abstained: _____
 Absent: _____



 Lloyd Warren, Vice President and Commissioner

Approved: _____ 
 Opposed: _____
 Abstained: _____
 Absent: _____



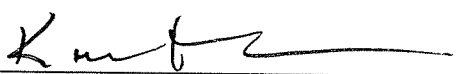
 Mary Shustov, Secretary and Commissioner

Approved: _____ ✓
 Opposed: _____
 Abstained: _____
 Absent: _____



 Tom Harman, Commissioner

Approved: _____
 Opposed: _____
 Abstained: _____
 Absent: _____



 Karen Moran, Commissioner

**SAMMAMISH PLATEAU WATER & SEWER DISTRICT
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, _____, ("Effective Date") between the Sammamish Plateau Water & Sewer District, a municipal corporation ("District") and _____ ("Developer").

RECITALS:

A. District is a duly organized water and sewer district under the laws of the State of Washington, and is empowered to furnish both water and sewer service, to property owners within or without the District in the manner provided by law; and

B. Developer previously entered into a Developer Extension Agreement ("DEA") dated the ____ day of _____, _____, for the construction and installation of water and/or sewer extensions to serve Developer's property which is described on Exhibit "A" attached hereto; Developer completed installation of such extensions in accordance with the terms of the DEA, portions of which make utility service available to real property other than the Developer's property within (and without) the District hereinafter known as the benefited properties ("Benefited Properties"), described on Exhibit "B" attached hereto; the owners of such Benefited Properties have not contributed to the cost of the extensions ("Extension Facilities") installed by Developer; and Developer is entitled to reimbursement from real property owners seeking connection to or use of such Extension Facilities for the cost of such Extension Facilities in excess of Developer's pro rata share therefor which costs have been determined as set forth below; and

C. District will collect charges from the owners of Benefited Properties within (and without) the District connecting to or using the Extension Facilities; and such charges are the sole source of funds for the District from which reimbursement to Developer can and will be made, as and when the same are collected; and

D. District is authorized to enter into a reimbursement agreement with Developer under the provisions of Chapter 57.22 RCW; and the parties desire to enter into a written reimbursement agreement ("Agreement") with reference to the foregoing matter, now, therefore,

IN CONSIDERATION of the following terms and conditions, the District and the Developer agree as follows:

1. Records/Costs. After completion of the construction of the Extension Facilities, Developer will certify to the District the final design, engineering, construction and restoration costs incurred by Developer in constructing the Extension Facilities and submit such supporting vouchers, invoices and other data as the District may require to substantiate the certified costs. The executed, notarized Agreement, all exhibits, and all supporting documentation must be submitted to the District before the Extension Facilities will be accepted by the District. Any changes or additional information requested by the District must be submitted to the District within 21 days of District notification to the Developer. District reserves the right to approve or reject the certified costs as reasonable and subject to reimbursement. The District shall allocate the cost of the Extension Facilities among Developer's property and the Benefited Properties on a pro rata share basis. However, the District reserves the right to allocate such costs in any manner conforming with applicable law and the policies of the District.

2. Charges. District shall require owner(s) of the Benefited Property to pay a reimbursement charge determined in accordance with the terms of this Agreement. The reimbursement charge shall be payable in total at the time of such owner's connection to or use of the Extension Facilities. The amount of such reimbursement charge to be collected prior to such connection is set forth on Exhibit "C" attached hereto; such charges may include, but are not limited to, pro rata share of District legal, engineering, administrative, set-up, handling and actual costs of the Extension Facilities. Such reimbursement charges shall be in addition to all other District charges in effect at the time of seeking connection to such Extension Facilities. Upon application by Benefited Property owners, the District may further segregate reimbursement charges attributed to property connecting to the Extension Facilities. All costs of such segregation shall be borne by the party requesting such segregation.

3. Developer Charge. The District shall deduct the sum of \$150.00 ("Developer Charge") for each reimbursement payment received before the Developer shall be entitled to receive the balance of such payment. Such base fee and charges herein described shall be collected by the District for costs and expenses incurred in connection with the administration of this Agreement.

4. Recording, Liens. This Agreement shall be recorded in the office of the King County Auditor, King County, Washington, upon execution by the District and the Developer. Such Agreement shall constitute a lien and record notice upon the property described in Exhibit "B" not contributing to the original cost of the Extension Facilities installed by Developer under the provisions hereof and shall be binding upon the present owner thereof, and all successors and assigns to those respective parties in accordance with Chapter 57.22 RCW. When paid by any party seeking connection to the Extension Facilities, the lien shall be satisfied and discharged of record. Developer hereby appoints the Secretary of the Board of Commissioners, or his/her successor, as its attorney-in-fact, to prepare, execute and file for record with the King County Recorder a document appropriate to cancel and release the lien, charge or obligation of the Benefited Property owner paying the reimbursement amount to District, which will describe with particularity the property so connecting and paying the reimbursement amount, and thereupon this agreement shall no longer apply to such property. This appointment as attorney-in-fact is irrevocable during the existence of this Agreement.

5. Developer Contact Information: The Developer shall provide the District with contact information ("Contact Location"). The initial Contact Location shall be provided as follows:

Contact Information and Address for Receipt of Reimbursement Funds

(Printed Name of Developer's Representative)

(Company Name)

(Mailing Address)

(City, State, Zip code)

(Telephone/FAX)

The Developer shall inform the District, in writing, of their current Contact Location every two years plus sixty (60) days from the Effective Date (“Contact Update Dates”), or sooner of company name, address, or telephone number for the receipt of reimbursement funds.

If the Developer fails to submit their current Contact Location to the District at least every two years plus sixty (60) days from the Contact Update Dates noted above the District may terminate the right of the Developer to receive any reimbursement charges collected by the District after such Contact Update Date as described in Section 7 of this Agreement.

The notification of current Developer Contact Location shall be sent to the District at the following address, unless the District provides written notification to Developer of a change in District address as follows.

District Contact Information

General Manager
Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075
(425) 392-6256

6. Payment Procedure. The District will pay any reimbursement charges collected to Developer, less the Developer Charge, within sixty (60) days following receipt thereof, District to follow its established procedures of depositing such funds received with the King County Treasurer and drawing upon the same and making payment by King County Treasurer warrant in the manner provided by law. The District shall forward reimbursement funds referenced herein to Developer at the address provided by the Developer as their Contact Location.

As a condition of receiving such reimbursement funds, Developer shall execute a receipt to the District for such reimbursement amounts so paid upon the receipt form provided by District. Such form shall include the name of the Benefiting Property owner making payment of such amount to the District and the legal description of the Benefited Property connecting to the Extension Facilities.

In the event of a dispute as to the rightful party to receive such funds, the District may pay the same to the Developer referenced herein or interplead such funds to the court; in either event, District shall thereupon be relieved of any further obligation or of liability hereunder as to such reimbursement funds so paid.

7. Termination of Developer’s Right to Receive Reimbursement. In the event the District collects reimbursement charges from owners of Benefited Property and the Developer has failed to comply with the requirements of Section 5 of this Agreement, the District will attempt to contact the Developer by mail at their most recent Contact Location and request the Developer provide, within 60 days from the date of mailing of the request, written confirmation and update of their current Contact Location. If the Developer fails to submit an Updated Contact Location within the 60-day period, the right of the Developer to receive reimbursement charges collected by the District shall terminate, and any reimbursement charges collected by the District following the Contact Update Date shall be collected and retained by the District and deposited in the District’s capital fund for expenditure by the District.

8. Term. This Agreement shall remain effective for a period of fifteen (15) years from the date set forth on page one (1) of this Agreement as to any Benefited Property for which a connection application is submitted to the District during such fifteen (15) year term. Developer shall have no further claim as to monies collected from any Benefited Properties after the expiration of the fifteen (15) year term.

9. Agreement Implementation. The District will use its best efforts to collect and distribute the reimbursement funds pursuant to the process set forth in this Agreement. However, the District, its officials, employees or agents shall not be held liable or responsible for failure to implement any of the provisions of this Agreement unless such failure is willful or intentional.

10. General. All exhibits referred to herein are by this reference made a part hereof as though set forth in full. This Agreement is binding upon the heirs, executors, administrators, successors and assigns, of each of the parties hereto.

11. Assignment. The Developer shall not assign its rights and obligations under this Agreement without the prior written consent of the District. In the event of an assignment, such person or entity shall be referred to as the "Developer" or "Developer's Assigns".

12. Effective Date. This Agreement shall be effective upon the date set forth on page one (1) of this Agreement ("Effective Date").

SAMMAMISH PLATEAU WATER &
SEWER DISTRICT ("District")

("Developer")

By _____

By _____

Its _____

Its _____

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

EXHIBIT B
LEGAL DESCRIPTION OF BENEFITED PROPERTY(IES)

EXHIBIT C
DESCRIPTION OF REIMBURSEMENT

DISTRICT REIMBURSEMENT AGREEMENT PROCESS FOR WATER/SEWER FACILITIES

Pursuant to District Resolution No. **4334**, the procedure for processing reimbursement agreements under a Developer Extension Agreement is as follows:

1. Developer enters into Developer Extension Agreement.
2. Developer meets with District staff in predesign meeting to discuss the proposed design, including any offsite water/sewer facilities, facilities within the project that can provide direct service to other properties, or facilities such as lift stations or booster pump stations that serve a larger area than just the Developer's property.
3. Developer submits signed application/waiver form for reimbursement agreement (required for **ALL** Developer Extension Agreements) no later than the time of the predesign meeting.
4. If the Developer is entering into a reimbursement agreement, the Developer will pay all District expenses on a time-and-materials basis, including labor and overhead, for District services associated with the review, dissemination, adoption, and recording of the reimbursement agreement. Payment for District services is due within 30 days of the date of the invoice. Failure to pay invoices by the due date will result in suspension of all District activities on the Reimbursement Agreement until the invoices are paid in full. No reimbursement payments will be made to the Developer until the invoices are paid in full.
5. Developer prepares design and submits to District.
6. If Developer is applying for a reimbursement agreement, the Developer shall submit the following, and District staff will not review plans until the required submittals have been received in a form acceptable to the District.
 - A map of the reimbursement area: a plan (up to 11"x17" size) showing the facilities to be constructed and tax lots affected by reimbursement agreement;
 - Electronic database containing properties within the proposed reimbursement area (tax lot number, property owner name and mailing address, property owner telephone number);
 - Mailing labels for the property owners of record;
 - Estimated total costs of the water and/or sewer improvements, prepared by a qualified licensed professional engineer, including an estimate of all costs proposed to be included (such as engineering, surveying, testing, landscape restoration, paving, reimbursement agreement administration costs, etc.);
 - Proposed methodology for calculating the pro rata reimbursement charges for each property; and the estimated reimbursement charge to be assessed for each of the parcels in the proposed reimbursement area.
7. District mails notification to each of the owners of real property within the reimbursement area (by certified mail, copy received and by regular U.S. Mail) regarding the estimated proposed reimbursement charge for the proposed reimbursement area. The letter contains an explanation of the methodology proposed to be used, a map showing the real property and the water and/or sewer facilities being installed, the conditions under which the property owners would be required to pay the assessed fees, and the time period for reimbursement.

8. Developer completes the design, which is approved by the District, and the Developer constructs the project.
9. Following District acceptance of the project construction and before the District issues Final Acceptance of the DEA, the Developer submits the following:
 - Reimbursement Agreement that has been completed, signed and notarized, including all exhibits. The date on the first page of the Reimbursement Agreement as submitted is the date from which the 15 year term of the Reimbursement Agreement will run.
 - Revisions to property owner information for real property to be subject to reimbursement.
 - Backup invoices of actual costs incurred
10. Developer receives Final Acceptance for project (resolution from Board)
11. District staff reviews Reimbursement Agreement.
 - A. If District staff determines the Reimbursement Agreement and its exhibits are in a form acceptable to the District the Reimbursement Agreement Process continues to the next step.
 - B. If District staff finds corrections to the reimbursement agreement or exhibits are required
 - i. The Reimbursement Agreement will be returned to the Developer for correction.
 - ii. The Developer will have 21 calendar days to resubmit a corrected Reimbursement Agreement.
 - iii. If the corrections are not resubmitted to the District within the 21 calendar days, the Developer's Application for Reimbursement Agreement becomes null and void.**
 - iv. District staff reviews revisions and repeats this step.
12. District staff mails notification to each of the owners of real property within the reimbursement area (by certified mail, copy received and by regular U.S. Mail) regarding the final proposed reimbursement charge for the proposed reimbursement area. The letter contains an explanation of the methodology used, the statutes regarding reimbursement agreements, the conditions under which the property owners would be required to pay the assessed fees, the time period for reimbursement, and how and when the property owners can review the cost information and project data at the District. Property owners are informed to submit comments to the District by a certain date (within 3 weeks) and that the Board of Commissioners will consider the reimbursement agreement at the next regularly scheduled Board meeting following the 3 week period.
13. Following the 3 week comment period, District staff schedules the proposed reimbursement agreement for the next regularly-scheduled Board meeting
14. The Board reviews the proposed reimbursement agreement, together with any comments received by the affected property owners.
 - A. If the Board approves the reimbursement agreement, by Resolution, the Reimbursement Agreement Process continues to the next step.
 - B. If the Board does not approve the reimbursement agreement in the form proposed, District staff will return the reimbursement agreement to the Developer for modification or correction and repeats step 10 above.

- C. If the Board determines that a reimbursement agreement is not allowable for this development and the facilities included, the reimbursement agreement application will be denied and District staff will mails notification to each of the owners of real property within the proposed reimbursement area (by certified mail, copy received and by regular U.S. Mail) informing them that the reimbursement agreement will not be recorded. The developer will be notified by District staff of the Board’s finding and the reimbursement agreement process ends.
15. District staff mails notification to each of the owners of real property within the reimbursement area (by certified mail, copy received and by regular U.S. Mail) informing them that the reimbursement charge will be imposed and the reimbursement agreement will be recorded against their property.
 16. District staff submits reimbursement agreement to King County for recording.
 17. District staff receives the recorded reimbursement agreement from King County and puts it in the reimbursement agreement notebook
 18. As properties included in the reimbursement area submit requests for water/sewer service, District staff will determine if a reimbursement amount is owed. If a reimbursement amount is owing, the District will collect this reimbursement amount as part of the property service connection charges. The District will then process payment to the developer, pursuant to the terms of the reimbursement agreement, of the reimbursement amount collected less a District administration fee of \$150 per reimbursement charge collected.
 19. **Developer must submit to the District updated contact information every two years plus sixty (60) days, even if there is no change to the contact information,** with the two year date measured from the date on the first page of the reimbursement agreement.
 - A. If the Developer submits the required updated contact information every two years plus sixty (60) days, as required, the District will update the developers contact information and any reimbursement amounts collected by the District pursuant to the approved reimbursement agreement will be paid to the developer in accordance with the reimbursement agreement.
 - B. If the Developer has not submitted the required updated contact information every two years plus sixty (60) days, as required, and if the District collects reimbursement charges from owners of Benefited Property, the District will then attempt to contact the developer by mail at the contact location most recently provided by the developer, and request the developer confirm and/or update their contact information within 60 days from the date the inquiry is sent, so the District can continue to process the reimbursement agreement.
 - i. If the developer responds to the request for updated contact information within the 60-day period, the District will incorporate the updated information and any reimbursement amounts collected by the District pursuant to the approved reimbursement agreement will be paid to the developer in accordance with the reimbursement agreement.
 - ii. If the developer does not respond to the request for updated contact information within the 60-day period, **the right of the developer to receive reimbursement amounts collected by the District shall be terminated** and any amounts collected by the District pursuant to the approved reimbursement agreement shall be retained by the District.

20. When the Reimbursement Agreement reaches its expiration date, fifteen years after the date on the first page of the Reimbursement Agreement, the Reimbursement Agreement shall expire. Any properties that were subject to the Reimbursement Agreement, and that did not connect to the Reimbursement Facilities during the term of the Reimbursement Agreement, but which are connected to the Reimbursement Facilities following expiration of the Reimbursement Agreement shall pay a local facility charge to the District pursuant to District rules and regulations in effect at the time of application for such connection. The local facility charge shall be based on District rates in effect at the time of application for such connection and not at the rate established through the Reimbursement Agreement.

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

**APPLICATION FOR OR WAIVER OF
REIMBURSEMENT AGREEMENT FOR WATER/SEWER FACILITIES**

The undersigned _____ ("Applicant") hereby: (initial only one box)

Acknowledges that the water and/or sewer facilities constructed pursuant to the developer extension agreement executed by the applicant and the Sammamish Plateau Water and Sewer District on the _____ day of _____, _____ ("D.E. Agreement") are not eligible for reimbursement pursuant to Chapter 57.22 RCW or as amended.

Irrevocably waives the right to apply for or receive reimbursement pursuant to Chapter 57.22 RCW or as amended for the water and/or sewer facilities constructed pursuant to the developer extension agreement executed by the applicant and the Sammamish Plateau Water and Sewer District on the _____ day of _____, _____ ("D.E. Agreement").

Applies to Sammamish Plateau Water and Sewer District for a Reimbursement Agreement pursuant to the developer extension agreement executed by applicant in District on the _____ day of _____, _____ ("D.E. Agreement").

THIS DOCUMENT, TOGETHER WITH THE INFORMATION LISTED IN STEP 6 OF THE PROCESS INCLUDED AS ATTACHMENT A, MUST BE SUBMITTED TO THE DISTRICT NO LATER THAN THE PREDESIGN MEETING FOR THE ABOVE-REFERENCED D.E. AGREEMENT. THE DESIGN DRAWINGS WILL NOT BE REVIEWED BY THE DISTRICT UNTIL THE REQUIRED INFORMATION IS REVIEWED AND APPROVED FOR PROCESSING BY THE DISTRICT.

THE EXECUTED, NOTARIZED REIMBURSEMENT AGREEMENT AND ALL SUPPORTING DOCUMENTATION MUST BE SUBMITTED TO THE DISTRICT PRIOR TO THE DISTRICT'S ACCEPTANCE OF THE EXTENSION FACILITIES. THE DEVELOPER MUST RESPOND WITHIN TWENTY-ONE (21) DAYS TO THE DISTRICT'S REQUEST(S) FOR ADDITIONAL INFORMATION OR REVISIONS TO THE REIMBURSEMENT AGREEMENT.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN FORFEITURE OF THE DEVELOPER'S RIGHT TO A REIMBURSEMENT AGREEMENT UNDER CHAPTER 57.22 RCW.

Name of Applicant: _____

Name of Project: _____ (per District Resolution)

Description of Project or Project Portion for which reimbursement is requested: _____

Developer shall be responsible for all District labor including overhead and direct expenses associated with engineering review, legal services, administration, setup, mailing, public notification, public hearings and meetings, and recording of the Reimbursement Agreement. The District will provide the Developer with periodic invoices of the District's expenses. Payment for District services is due within 30 days of the date of the invoice. Failure to pay invoices by the due date will result in suspension of all District activities on the Reimbursement Agreement until the invoices are paid in full. Some expenses will be incurred following approval of the Reimbursement Agreement by the District's Board of Commissioners. These expenses include, but are not limited to, District labor, certified mailing costs, and recording fees from King County. No reimbursement payments will be made to the Developer until all District invoices are paid in full.

APPLICANT:

Date: _____

(Signature)

Printed Name: _____

Title: _____

Company Name: _____

Address: _____

Telephone: _____

ATTACHMENT A
DISTRICT REIMBURSEMENT AGREEMENT PROCESS
FOR WATER/SEWER FACILITIES

Pursuant to District Resolution No.4334, the procedure for processing reimbursement agreements under a Developer Extension Agreement is as follows:

1. Developer enters into Developer Extension Agreement.
2. Developer meets with District staff in predesign meeting to discuss the proposed design, including any offsite water/sewer facilities, facilities within the project that can provide direct service to other properties, or facilities such as lift stations or booster pump stations that serve a larger area than just the Developer's property.
3. Developer submits signed application/waiver form for reimbursement agreement (required for **ALL** Developer Extension Agreements) no later than the time of the predesign meeting.
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 - Electronic database containing properties within the proposed reimbursement area (tax lot number, property owner name and mailing address, property owner telephone number);
 - Mailing labels for the property owners of record;
 - Estimated total costs of the water and/or sewer improvements, prepared by a qualified licensed professional engineer, including an estimate of all costs proposed to be included (such as engineering, surveying, testing, landscape restoration, paving, reimbursement agreement administration costs, etc.);
 - Proposed methodology for calculating the pro rata reimbursement charges for each property; and the estimated reimbursement charge to be assessed for each of the parcels in the proposed reimbursement area.
7. District mails notification to each of the owners of real property within the reimbursement area (by certified mail, copy received and by regular U.S. Mail) regarding the estimated proposed reimbursement charge for the proposed reimbursement area. The letter contains an explanation of the methodology proposed to be used, a map showing the real property and the water and/or sewer facilities being installed, the conditions under which the property owners would be required to pay the assessed fees, and the time period for reimbursement.
8. Developer completes the design, which is approved by the District, and the Developer constructs the project.
9. Following District acceptance of the project construction and before the District issues Final Acceptance of the DEA, the Developer submits the following:

- Reimbursement Agreement that has been completed, signed and notarized, including all exhibits. The date on the first page of the Reimbursement Agreement as submitted is the date from which the 15 year term of the Reimbursement Agreement will run.
 - Revisions to property owner information for real property to be subject to reimbursement.
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 13. Following the 3 week comment period, District staff schedules the proposed reimbursement agreement for the next regularly-scheduled Board meeting
 14. The Board reviews the proposed reimbursement agreement, together with any comments received by the affected property owners.
 - A. If the Board approves the reimbursement agreement, by Resolution, the Reimbursement Agreement Process continues to the next step.
 - B. If the Board does not approve the reimbursement agreement in the form proposed, District staff will return the reimbursement agreement to the Developer for modification or correction and repeats step 10 above.
 - C. If the Board determines that a reimbursement agreement is not allowable for this development and the facilities included, the reimbursement agreement application will be denied and District staff will mails notification to each of the owners of real property within the proposed reimbursement area (by certified mail, copy received and by regular U.S. Mail) informing them that the reimbursement agreement will not be recorded. The developer will be notified by District staff of the Board's finding and the reimbursement agreement process ends.
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20. When the Reimbursement Agreement reaches its expiration date, fifteen years after the date on the first page of the Reimbursement Agreement, the Reimbursement Agreement shall expire. Any properties that were subject to the Reimbursement Agreement, and that did not connect to the Reimbursement Facilities during the term of the Reimbursement Agreement, but which are connected to the Reimbursement Facilities following expiration of the Reimbursement Agreement shall pay a local facility charge to the District pursuant to District rules and regulations in effect at the time of application for such connection. The local facility charge shall be based on District rates in effect at the time of application for such connection and not at the rate established through the Reimbursement Agreement.

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