

OPEQUON WATER RECLAMATION FACILITY

INTERMUNICIPAL AGREEMENT

INDEX

	<u>Page</u>
1. ARTICLE I - Definition and Warranties	3
2. ARTICLE II - Term of Agreement	5
3. ARTICLE III - Construction of Facilities	6
4. ARTICLE IV - Obligations of Authority	7
5. ARTICLE V - Obligation of Political Subdivisions	9
6. ARTICLE VI - Rates and Charges	15
7. ARTICLE VII - Miscellaneous	18

OPEQUON WATER RECLAMATION FACILITY

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made as of the 16th day of April, 2008, by and between the **CITY OF WINCHESTER, VIRGINIA**, a municipal corporation (the **CITY**), acting by and through its Common Council, the **COUNTY OF FREDERICK, VIRGINIA** (the **COUNTY**), acting by and through its **BOARD OF SUPERVISORS, FREDERICK COUNTY SANITATION AUTHORITY**, a public body politic and corporate organized and existing under the provisions of the Virginia Water and Waste Authorities Act, Sections 15.2-5100, et seq., Code of Virginia (1950), as amended, (the **SANITATION AUTHORITY**) and the **FREDERICK-WINCHESTER SERVICE AUTHORITY**, a public body politic and corporate organized and existing under the provisions of the Virginia Water and Waste Authorities Act, Sections 15.2-5100, et seq., Code of Virginia (1950), as amended (**FREDERICK-WINCHESTER**) provides that:

WHEREAS, the **CITY** formerly owned and operated wastewater treatment facilities which provided wastewater treatment for all of the City and certain outlying areas in the County, and the **SANITATION AUTHORITY** likewise owned and operated wastewater treatment facilities which provided wastewater treatment for certain areas of the County; and

WHEREAS, in the interest of efficient water quality management for the Opequon Creek

drainage basin and other basins within the confines of Frederick County, the **CITY** and the **COUNTY** caused **FREDERICK-WINCHESTER** to be formed by Concurrent Resolution adopted by the County on January 24, 1974 and by the City on February 12, 1974 and by a certificate of incorporation issued by the State Corporation Commission of Virginia on March 8, 1974; and

WHEREAS, the **CITY** and the **COUNTY** subsequently revised the purposes for which **FREDERICK-WINCHESTER** was formed by the passage of Addendum #2 to the Concurrent Resolution on April 12, 1983 and April 13, 1983, respectively; such purposes are to provide the following services:

(1) To acquire, finance, construct, operate and maintain facilities for the abatement of pollution by the treatment of sewage collected from the **CITY** and the **COUNTY**, including treatment plants, trunks or interceptors and pumping stations, together with all appurtenant equipment and appliances and properties, rights, easements and franchises related thereto or deemed necessary or convenient by **FREDERICK-WINCHESTER** for their operation, but not including sewage collection facilities; and

(2) To acquire, finance, construct, operate and maintain garbage and refuse disposal facilities for the **CITY** and the **COUNTY**, including landfills, incineration and other disposal facilities, together with all appurtenant equipment and appliances and properties, rights, easements and franchises related thereto or deemed necessary or convenient by **FREDERICK-WINCHESTER** for their operation, but not including garbage and refuse collection facilities.

WHEREAS, the parties desire to enter into this Agreement to provide for the

construction of such wastewater treatment facilities as are agreed upon from time to time and the financing, operation and maintenance of all such facilities and recognize that this Agreement will be used to facilitate interim financing, and/or the issuance of revenue bonds by **FREDERICK-WINCHESTER** to finance the cost of such construction; and

WHEREAS, the parties heretofore entered into that certain Intermunicipal Agreement dated September 12, 1983, subsequently amended June 22, 1998. This document is a further amendment and constitutes a restatement of the entire agreement as so amended.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE I

Definitions and Warranties

SECTION 1.1. DEFINITIONS. The following words as used in this Agreement shall have the following meanings:

“**Act**” shall mean the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended.

“**BOD**” is the abbreviation for biochemical oxygen demand: the quantity of oxygen used in the biochemical oxidation of organic matter in a specified time, at a specified temperature and under specified conditions; a standard test used in assessing wastewater strength.

“**BONDS**” shall mean the revenue bonds issued from time to time by **FREDERICK-WINCHESTER** to obtain funds, together with other available funds, to pay a portion of the cost

of the Project and shall include any notes or other obligations issued for such purpose.

“**CITY**” shall mean the **CITY OF WINCHESTER**, a municipal corporation of the Commonwealth of Virginia, and shall include the Common Council as its governing body.

“**COST**”, when used with respect to the Project, shall have the meaning specified in Section 15.2-5101 of the Act (including the definition of “cost” and “cost of improvements”).

“**COUNTY**” shall mean **FREDERICK COUNTY**, a County of the Commonwealth of Virginia, and shall include the County Board of Supervisors as its governing body.

“**POINTS OF DELIVERY**” shall mean such points as **FREDERICK-WINCHESTER** may establish from time to time for receipt of wastewater from the **CITY** and the **SANITATION AUTHORITY**.

“**POLITICAL SUBDIVISION**” shall mean the **CITY**, the **COUNTY** and the **SANITATION AUTHORITY**.

“**PROJECT**” shall mean the existing Opequon Water Reclamation Facility (**OWRF**) and the facilities to be hereafter constructed in connection therewith by **FREDERICK-WINCHESTER** pursuant to Article III, whether by purchase, lease or otherwise, and the facilities to be provided by **FREDERICK-WINCHESTER** pursuant to Article IV, as the same may from time to time exist.

“**FREDERICK-WINCHESTER**” shall mean **FREDERICK-WINCHESTER SERVICE AUTHORITY**, a public body politic and corporate and organized and existing under the provisions of the Act.

“SANITATION AUTHORITY” shall mean **FREDERICK COUNTY SANITATION AUTHORITY**, a public body politic and corporate organized and existing under the provisions of the Act.

“TRUSTEE” shall mean the trustee under the resolution or indenture authorizing or securing the Bonds.

SECTION 1.2. REPRESENTATIONS AND WARRANTIES. Each of the parties represents and warrants that it has full power and authority to enter into and perform this Agreement.

ARTICLE II

Term of Agreement

SECTION 2.1. INITIAL TERM. This Agreement shall be in full force and effect from the date of its execution until June 30, 2038; provided, however, that if on such date the Bonds have not been paid or provisions made for their payment, the term of this Agreement shall continue until the Bonds shall have been paid or provisions made for their payment.

SECTION 2.2. CONTINUATION OF AGREEMENT. This Agreement shall continue in effect beyond June 30, 2038 (or such later date as provided above), until terminated by the **CITY**, the **COUNTY**, the **SANITATION AUTHORITY** or **FREDERICK-WINCHESTER**. No such termination shall become effective until two years after written notice thereof shall have been given to each of the other parties hereto.

ARTICLE III

Construction of Facilities

SECTION 3.1. PROJECT. FREDERICK-WINCHESTER will provide the wastewater facilities existing and to be constructed in accordance with this Agreement, as the same may be modified to meet requirements of appropriate regulatory bodies. **FREDERICK-WINCHESTER** may also undertake the provisions of such additional facilities as may be agreed upon from time to time by the **CITY**, the **COUNTY**, the **SANITATION AUTHORITY** and **FREDERICK-WINCHESTER**.

SECTION 3.2. PAYMENT FOR FACILITIES. The obligation of **FREDERICK-WINCHESTER** to provide the facilities described in Section 3.1 is limited to the funds available to it from time to time for such purpose. **FREDERICK-WINCHESTER** shall be under no obligation to provide funds for such purpose except in accordance with Section 4.1.

SECTION 3.3. ADDITIONAL FACILITIES. In the event that the **CITY**, the **COUNTY**, or the **SANITATION AUTHORITY** determines the need for additional wastewater interceptors or treatment facilities that have not been agreed upon by each of the **CITY**, the **COUNTY**, the **SANITATION AUTHORITY** and **FREDERICK-WINCHESTER**, then **FREDERICK-WINCHESTER** shall provide the requested facilities at the sole cost of the **CITY**, the **COUNTY**, or the **SANITATION AUTHORITY** as the case may be.

ARTICLE IV

Obligations of Authority

SECTION 4.1. SALE OF BONDS. **FREDERICK-WINCHESTER** shall, from time to time, issue and sell Bonds pursuant to the Act in an amount, together with other available funds, which will be sufficient to pay the cost of constructing and placing the initial Project in operation, as well as any subsequent expansions; provided, however, that nothing contained in this Agreement shall require **FREDERICK-WINCHESTER** to issue the Bonds except upon terms deemed reasonable by it.

SECTION 4.2. ACQUISITION AND CONSTRUCTION OF PROJECT.

FREDERICK-WINCHESTER shall, as soon as may be practicable and with all reasonable dispatch after the necessary funds are made available to it, acquire, construct and place the initial Project, as well as any subsequent expansions, in operation.

SECTION 4.3. ACCEPTANCE AND TREATMENT OF WASTEWATER.

FREDERICK-WINCHESTER shall accept and treat all sewage delivered by the **CITY** and **SANITATION AUTHORITY** at Point of Delivery up to their respective allocated plant capacities as set forth herein, provided the sewage complies with the requirements of the Rules and Regulations from time to time adopted by **FREDERICK-WINCHESTER**. **FREDERICK-WINCHESTER** shall be under no obligation to treat wastewater delivered by the **CITY** or the **SANITATION AUTHORITY** in excess of their allocated daily plant capacities.

SECTION 4.4. FORMULA FOR ALLOCATION OF CAPACITY. The allocation of the existing and future capacity of the Opequon Water Reclamation Facility shall be measured

in both flow and biological treatment in such proportion as **FREDERICK-WINCHESTER** shall from time to time determine.

SECTION 4.5. EXISTING CAPACITY AND ALLOCATION. The capacity of the Opequon Water Reclamation Facility immediately prior to the amendment of this Agreement is 8.25 million gallons per day (**MGD**) flow capacity and 18,000 pounds per day of biological capacity (**BOD**). These capacities (hereafter sometimes called “existing capacity”) are presently allocated between the **CITY** and the **SANITATION AUTHORITY** in the following manner:

1. The **CITY** is allocated 6.125 MGD of the existing flow capacity and 10,000 pounds per day of BOD.
2. The **SANITATION AUTHORITY** is allocated 2.125 MGD of the existing flow capacity and 8,000 pounds per day of BOD.

SECTION 4.6. FUTURE CAPACITY AND ALLOCATION. Present needs of the **CITY** and the **SANITATION AUTHORITY** require an additional capacity at the Opequon Water Reclamation Facility which has been authorized and is expected to be completed in 2010. The planned expansion is to provide an additional 4.35 MGD of flow capacity and an additional 6,000 pounds per day of BOD. Effective January 1, 2011, or the date that the presently planned expansion and upgrade goes into service, whichever occurs first, the then existing capacity shall be allocated between the **CITY** and the **SANITATION AUTHORITY** in the following manner:

1. The **CITY** shall be allocated 7.125 MGD of the existing flow capacity and 11,000 pounds per day of BOD.

2. The **SANITATION AUTHORITY** shall be allocated 5.475 MGD of the existing flow capacity and 13,000 pounds per day of BOD.

SECTION 4.7. OPERATION OF PROJECT. The **CITY**, by contractual agreement with **FREDERICK-WINCHESTER**, shall operate and maintain the Project in an efficient and economical manner, making all necessary and proper repairs, replacements and renewals, consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of regulatory bodies. Treatment of wastewater shall meet or exceed all applicable standards of regulatory bodies.

SECTION 4.8. ADOPTION AND ENFORCEMENT OF RULES AND REGULATIONS. **FREDERICK-WINCHESTER** shall adopt and enforce such reasonable rules and regulations as may be necessary or desirable to insure the efficient operation and maintenance of its facilities and the compliance with allocable regulations and orders of regulatory bodies.

ARTICLE V

Obligation of Political Subdivisions

SECTION 5.1. FREDERICK-WINCHESTER TO TREAT ALL WASTEWATER. All publicly owned wastewater treatment facilities except septic tank tile field systems owned by the **COUNTY** or the **SANITATION AUTHORITY** shall be operated by **FREDERICK-WINCHESTER** under this Agreement. The **CITY** and the **SANITATION AUTHORITY** shall deliver to **FREDERICK-WINCHESTER** at Points of Delivery all wastewater collected by

them which will drain or can be economically pumped to **FREDERICK-WINCHESTER** and shall not permit or provide for the treatment of wastewater collected by them in any other manner.

SECTION 5.2. LIMITATION ON PLANT CAPACITY. The Political Subdivisions recognize that the capacity of **FREDERICK-WINCHESTER'S** advanced wastewater treatment plant will be regulated by the State Water Control Board and that reallocation of plant capacity may have to be made in order to avoid overloading.

The **CITY** and the **SANITATION AUTHORITY** each covenants and agrees not to exceed its plant capacity as allocated from time to time. The **CITY** and the **SANITATION AUTHORITY** have the primary responsibility for the necessary action to insure that their wastewater flows remain within their allocations.

At such time as **FREDERICK-WINCHESTER** has been advised by the Virginia Department of Environmental Quality (**DEQ**) or the State Water Control Board (**SWCB**) that there is inadequate existing capacity or other conditions of the permit are not met requiring improvement or expansion of its facilities, the **CITY** and/or the **COUNTY**, as the case may be, shall suspend, if necessary, the issuance of permits which allow start of construction of projects in the affected area until capacity is increased by reason of reallocation or it is advised by **FREDERICK-WINCHESTER** that additional wastewater may be delivered to **FREDERICK-WINCHESTER**.

SECTION 5.3. EXCEEDING CAPACITIES. Each Political Subdivision recognizes

that limitations on capacity, both flow and biological, exist at the Opequon Water Reclamation Facility and that the **CITY** and **SANITATION AUTHORITY** are entitled to reserve both existing and future capacities and allocations for their sole use as set forth in Sections 4.4, 4.5 and 4.6 of this Agreement. To insure that the **CITY** and **SANITATION AUTHORITY** remain within those established allocations **FREDERICK-WINCHESTER** shall at the end of each calendar year calculate the actual daily capacity utilization for both BOD loading and Flow for both parties. BOD shall be measured in pounds per day and Flow in units of million gallons per day.

It is also recognized by each entity that reserved capacities are estimates of each entity's anticipated future capacity needs and transfer of ownership and cost responsibility of reserve capacity may be necessary to maintain each party within capacity limits.

Following the annual review of actual utilized daily capacity of the **CITY** and **SANITATION AUTHORITY** the following evaluation shall be undertaken.

- 1) If the actual daily capacity utilization of the **CITY** and **SANITATION AUTHORITY** is less than their reserved capacities, no modifications to reserve capacity allocations will be necessary, unless agreed upon.
- 2) If a party exceeds its BOD capacity, the exceeding party shall compensate the other party by the average daily amount (in pounds per day) in excess of reserved capacity multiplied by the Unit Debt Service Costs for BOD reserved capacity. This compensation will not transfer the ownership of the reserved capacity.

- 3) If a party exceeds its Flow capacity, the exceeding party will compensate the other party by the average daily amount (in gallons per day) in excess of reserved capacity multiplied by the Unit Debt Service Costs for Flow reserved capacity. This compensation will not transfer the ownership of the reserved capacity.
- 4) If a party exceeds its BOD capacity by more than ten (10) percent of the reserved capacity, the exceeding party may purchase capacity from the other party, provided the other party is willing to sell. The purchasing party shall assume the annual principal and interest payments for the amount of BOD capacity purchased. In addition, the purchasing party shall reimburse the selling party for prior principal and interest payments made to reserve such capacity. This reimbursement shall be in the form of equal annual payments for the remaining years of the Bonds at an interest rate equal to the bond interest rate.
- The purchased capacity shall increase the amount of the reserved capacity of the purchasing party. The reserved capacity for the selling party will decrease by the corresponding amount.
- 5) If a party exceeds its Flow capacity by more than fifteen (15) percent of the reserved capacity, the exceeding party may purchase capacity from the other party, provided the other party is willing to sell. The purchasing party shall assume the annual principal and interest payments for the

amount of flow capacity purchased. In addition, the purchasing party shall reimburse the selling party for prior principal and interest payments made to reserve such capacity. This reimbursement shall be in the form of equal annual payments for the remaining years of the Bonds at an interest rate equal to the bond interest rate.

The purchased capacity shall increase the amount of the reserved capacity of the purchasing party. The reserved capacity for the selling party will decrease by the corresponding amount.

- 6) If one party should exceed its reserved capacity for flow and/or BOD as set forth in paragraphs 4 and 5 above and the total utilized capacity of the facility for flow and/or BOD exceeds 80%, then capacity must be either purchased or constructed.
- 7) The Unit Debt Service Costs for BOD shall be determined by taking all construction costs associated with BOD and BNR capacity and dividing this total by the total construction cost of the Project to determine the percentage of the cost associated with BOD capacity. This percentage shall be used to determine the amount of the annual debt service (principal and interest) that provides for the biological capacity. The unit cost shall be calculated by taking the portion of the annual debt service divided by the units of available capacity created in pounds per day to establish a unit debt service cost for BOD capacity.

8) The Unit Debt Service Costs for Flow capacity shall be determined by taking all construction costs associated with Flow capacity and dividing this total by the total construction cost of the Project to determine the percentage of the cost associated with Flow capacity. This percentage shall be used to determine the amount of the annual debt service (principal and interest) that provides for the hydraulic capacity. The unit cost shall be calculated by taking the portion of the annual debt service divided by the units of available capacity created in gallons per day to establish a unit debt service cost for Flow capacity.

SECTION 5.4. PAYMENT OF CHARGES. The **CITY** and the **SANITATION AUTHORITY** each covenants and agrees to pay promptly when due the charges of **FREDERICK-WINCHESTER** as determined pursuant to Article VI and billed to it from time to time; provided, however, that the **CITY** and the **SANITATION AUTHORITY** shall not be obligated to pay such charges except from revenues received by the **CITY** and the **SANITATION AUTHORITY**, respectively, from the charges to be paid by the users of its sewerage systems and available to them for such purposes, including availability, connection, consumption and service charges or fees and other revenues of such systems. **FREDERICK-WINCHESTER** shall provide the **CITY** and the **SANITATION AUTHORITY** with information as to the minimum charges necessary for their respective required payments.

SECTION 5.5. OBSERVANCE OF REGULATIONS. The Political Subdivisions each covenant and agree to observe all reasonable rules and regulations respecting the use of and

services furnished by the Project in accordance with Section 4.8 or legally required by any other authorized regulatory body.

ARTICLE VI

Rates and Charges

SECTION 6.1. RATES AND CHARGES IN GENERAL. FREDERICK-

WINCHESTER shall fix and determine from time to time operational rates and debt service charges. Such operational rates shall be established by **FREDERICK-WINCHESTER** to provide funds, together with other funds that may be available, at all times to pay (a) the cost of operating and maintaining the Project, and (b) reserves for purposes such as replacements and improvements to the Project. Such debt service charges shall be established by **FREDERICK-WINCHESTER** to provide necessary funds, together with other funds that may be available, at all times to pay (a) the principal of, premium, if any, and interest on the Bonds, (b) reserves required by the Bonds and (c) trustee's, administrative, and other fees required by the Bonds. Debt service charges shall be charged to the **CITY** and the **SANITATION AUTHORITY** regardless of whether the Project is completed or operational.

SECTION 6.2. OPERATIONAL RATES AND CHARGES. FREDERICK-

WINCHESTER shall fix and determine from time to time a wholesale operational rate for BOD. Such rates shall be established at such levels as shall be necessary to provide funds, together with other funds that may be available, sufficient at all times to pay (a) the cost of operation and maintenance of the Project and (b) provide reserves for purposes such as

replacements and improvements to the Project. The wholesale operational rates shall be designed and calculated so as to recover two-thirds of the necessary funds for the aforesaid purposes from charges for flow and one-third for charges for BOD. **FREDERICK-WINCHESTER** shall charge the **CITY** and the **SANITATION AUTHORITY** the same wholesale rate for flow and the same wholesale rate for BOD.

SECTION 6.3. DETERMINATION OF OPERATIONAL CHARGES.

FREDERICK-WINCHESTER shall determine operational charges associated with the operations and maintenance of the Project by applying the operational rates determined pursuant to Section 6.2 to the total gallons of wastewater received from the **CITY** and the **SANITATION AUTHORITY**, as obtained by their respective wholesale meter readings, and the BOD received from the **CITY** and the **SANITATION AUTHORITY** as obtained by monthly average of weekly samples.

SECTION 6.4. DETERMINATION OF DEBT SERVICE CHARGES.

FREDERICK-WINCHESTER shall determine the debt service charges by (1) prorating the annual debt service due on the Bonds, including any deposits to any reserve Funds, on the same basis as the allocation of existing capacity as established in Section 4.5 and (2) prorating additional debt service based on the allocation of flow and biological capacities and their associated capital costs with regard to flow and BOD as established in Section 4.6 as modified by Section 5.3.

SECTION 6.5. RATES CHARGED BY CITY AND SANITATION AUTHORITY TO THEIR RETAIL CUSTOMERS. The **CITY** and the **SANITATION AUTHORITY**

shall establish retail sewer rates; said rates to be independent and at the sole discretion of the **CITY** and the **SANITATION AUTHORITY**. The rates established shall recover charges made by **FREDERICK-WINCHESTER** and capital and operational costs and reserves needed to operate and maintain the respective sewerage collection systems.

The **CITY** agrees that the retail sewer rate established by it shall be the rate charged both **CITY** customers and **COUNTY** customers on the **CITY** sewer system.

SECTION 6.6. PAYMENT OF CHARGES. **FREDERICK-WINCHESTER** may present charges based on budget estimates, subject to adjustment on the basis of an independent audit at the end of each fiscal year. All charges of **FREDERICK-WINCHESTER** shall be billed and shall be payable upon presentation. In the event the **CITY** or the **SANITATION AUTHORITY** shall fail to make payment in full within thirty (30) days after presentation, interest on such unpaid amounts shall occur at the highest rate of interest payable by **FREDERICK-WINCHESTER** on any of the Bonds then outstanding.

FREDERICK-WINCHESTER shall bill the **CITY** and the **SANITATION AUTHORITY**, and no one else, for the wastewater treated or the charges set forth in this Article VI. The charges to the **CITY** and the **SANITATION AUTHORITY** are several and not joint obligations.

SECTION 6.7. EFFECTIVE DATE OF RATES AND CHARGES. Any revised rates and charges provided for in this amendment shall be effective the first full month following completion of the facilities necessary to provide additional capacity, but in no event later than the

due date of the first payment on debt services to pay for the facilities. Until such time, the existing rates and charges shall remain in effect.

SECTION 6.8. INDUSTRIAL SURCHARGE. Surcharges collected by **FREDERICK-WINCHESTER** from customers of the **CITY** and **SANITATION AUTHORITY** shall reduce the charges determined under Section 6.3 for the respective provider of retail service.

ARTICLE VII

Miscellaneous

SECTION 7.1. AMENDMENTS. It is recognized by the parties hereto that this Agreement will constitute an essential part of the **FREDERICK-WINCHESTER** financing plan and that, after the Bonds are sold, this Agreement cannot be amended, modified, or otherwise altered in any manner that will impair or adversely affect the security afforded hereby for the payment of the principal of, premium, if any, and interest on the Bonds, but that this Agreement can be modified or amended only with the consent of the Political Subdivisions, **FREDERICK-WINCHESTER** and the Trustee given in accordance with the resolution or indenture under which it has been designated.

SECTION 7.2. BOOKS AND RECORDS. **FREDERICK-WINCHESTER** shall keep proper books and records in accordance with accepted accounting practice which shall be available for inspection at all reasonable times by the Political Subdivisions through their duly authorized agents. **FREDERICK-WINCHESTER** shall cause an annual audit of its books and

records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing bodies of the Political Subdivisions.

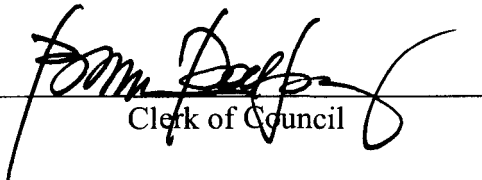
SECTION 7.3. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

SECTION 7.4. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision hereof.

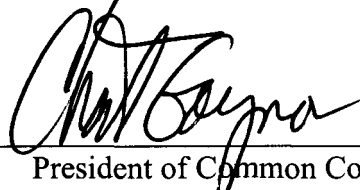
SECTION 7.5. COUNTERPARTS. This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their seals to be affixed and attested by their duly authorized officers, all as of the date first above written.

(SEAL)


Clerk of Council

CITY OF WINCHESTER

By 
President of Common Council

APPROVED AS TO FORM:

 3/31/08
CITY ATTORNEY

(SEAL)



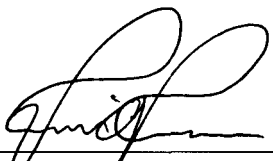
County Administrator

COUNTY OF FREDERICK

By 


Chairman, Its Board of Supervisors

(SEAL)



Secretary-Treasurer

**FREDERICK COUNTY SANITATION
AUTHORITY**

By 

Chairman

(SEAL)



Secretary-Treasurer

**FREDERICK-WINCHESTER SERVICE
AUTHORITY**

By 

Chairman