

CITY OF WINCHESTER

PRE-TREATMENT AGREEMENT

This Agreement, entered into this 24th day of September 1990, by and between FREDERICK-WINCHESTER SERVICE AUTHORITY, a public body, politic and corporate, organized and existing under the provisions of the Virginia Water and Sewer Authorities Act, Section 15.1-1239, et seq., Code of Virginia, 1950, as amended, hereinafter call the SERVICE AUTHORITY, and the CITY OF WINCHESTER, a municipal corporation within the State of Virginia, hereinafter called CITY.

WHEREAS, the SERVICE AUTHORITY has developed and is implementing an Industrial Pre-Treatment Program pursuant to conditions contained in the wastewater permit issued by the Commonwealth of Virginia, and;

WHEREAS, the CITY has entered into an Agreement with the SERVICE AUTHORITY dated September 12, 1983 (Service Agreement) agreeing to observe all necessary rules and regulations respecting the use of and service provided by the SERVICE AUTHORITY, or legally required by any other regulatory body.

NOW THEREFORE, in consideration of the premises and the following terms and conditions, the parties agree:

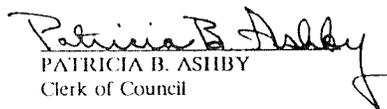
1. The CITY grants to the SERVICE AUTHORITY the legal authority and the SERVICE AUTHORITY assumes all responsibility for performance of technical and administrative action necessary for implementing the Industrial Pre-Treatment Program in accordance with all local, state, and Federal laws, regulations, and ordinances.
2. The CITY agrees to pay to the SERVICE AUTHORITY all costs incurred by the SERVICE AUTHORITY in performing the activities assumed in paragraph 1. All work performed will be provided at cost, and in accordance with the SERVICE AUTHORITY's rates in effect at the time of billing.
3. The CITY agrees to provide such personnel required by the SERVICE AUTHORITY as agents for the SERVICE AUTHORITY for the administration of the Pre-Treatment Program. The SERVICE AUTHORITY will reimburse the CITY the cost of such personnel.
4. The SERVICE AUTHORITY shall make available to the CITY all records pertaining to the activities pursuant to this agreement within five working days following receipt of such request.
5. This Agreement may be terminated by either party upon a ninety-day written notice to the other party.

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.

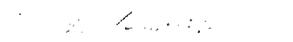
CITY OF WINCHESTER


WILLIAM M. MOTE
President of Council

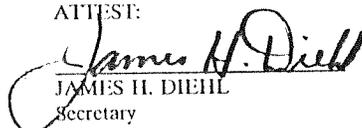
ATTEST:


PATRICIA B. ASHBY
Clerk of Council

FREDERICK-WINCHESTER SERVICE AUTHORITY


C. ROBERT SOLENBERGER
Chairman

ATTEST:


JAMES H. DIEHL
Secretary

COUNTY OF FREDERICK

PRE-TREATMENT AGREEMENT

This Agreement, entered into this 24th day of September 1990, by and between FREDERICK-WINCHESTER SERVICE AUTHORITY, hereinafter called SERVICE AUTHORITY, and the FREDERICK COUNTY SANITATION AUTHORITY, hereinafter called SANITATION AUTHORITY, both public bodies, politic and corporate, organized and existing under the provisions of the Virginia Water and Sewer Authorities Act, Section 15.1-1239, et seq., Code of Virginia, 1950, as amended.

WHEREAS, the SERVICE AUTHORITY has developed and is implementing an Industrial Pre-Treatment Program pursuant to conditions contained in the wastewater permit issued by the Commonwealth of Virginia, and;

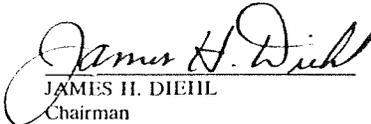
WHEREAS, the SANITATION AUTHORITY has entered into an Agreement with the SERVICE AUTHORITY dated September 12, 1983 (Service Agreement) agreeing to observe all necessary rules and regulations respecting the use of and service provided by the SERVICE AUTHORITY, or legally required by any other regulatory body.

NOW THEREFORE, in consideration of the premises and the following terms and conditions, the parties agree:

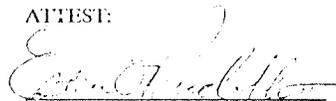
1. The SANITATION AUTHORITY grants to the SERVICE AUTHORITY the legal authority and the SERVICE AUTHORITY assumes all responsibility for performance of technical and administrative action necessary for implementing the Industrial Pre-Treatment Program in accordance with all local, state, and Federal laws, regulations and ordinances.
2. The SANITATION AUTHORITY agrees to pay to the SERVICE AUTHORITY all costs incurred by the SERVICE AUTHORITY in performing the activities assumed in paragraph 1. All work performed will be provided at cost, and in accordance with the SERVICE AUTHORITY's rates in effect at the time of billing.
3. The SERVICE AUTHORITY shall make available to the SANITATION AUTHORITY all records pertaining to the activities pursuant to this agreement within five working days following receipt of such request.
4. This Agreement may be terminated by either party upon a ninety-day written notice to the other party.

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.

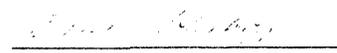
FREDERICK COUNTY SANITATION AUTHORITY


JAMES H. DIEHL
Chairman

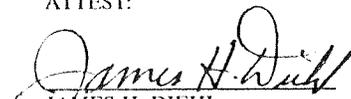
ATTEST:


ESTEN O. RUDOLPH, III
Secretary-Treasurer

FREDERICK-WINCHESTER SERVICE AUTHORITY


C. ROBERT SOLENBERGER
Chairman

ATTEST:


JAMES H. DIEHL
Secretary