

(1) [make the installation or perform the construction so long as] CONSTRUCT THE FACILITY IF:

(I) [the] THE costs [thereof are to] OF THE CONSTRUCTION WILL be repaid [it] through existing provisions for special assessments, including front foot benefit charges[,]; or[, if existing]

(II) [provisions do not provide for the payment, then upon being paid or having the] THE payment IS MADE OR assured by the urban renewal authority[,]; and

(2) [for such purposes the commission is authorized to enter] ENTER into agreements with any urban renewal authority providing for [the] payment to the [commission] WSSC over a period of time, with the terms of the contract and rate of interest [to be] determined by the [commission] WSSC.

[As used herein, the term "urban renewal authority" shall mean the state, county, municipality, commission, or district or agency which is engaged in urban renewal activity.]

TITLE 17. VACANT.

[Refuse and Incinerators]

[17-1.] Repealed by Acts 1971, ch. 113.

[17-2. Agreement on termination of refuse collection and disposal system in Montgomery County.

(a) From and after the effective date of any agreement between the commission and the Montgomery County council relating to the termination in Montgomery County of any refuse collection or disposal system, operated, instituted or maintained by the commission in the county, the commission shall have no authority to institute, maintain or operate a system of refuse collection and disposal in any part or parts of the sanitary district within Montgomery County and it shall cease any such system prior to that date, any law or act to the contrary notwithstanding; provided that the agreement shall provide that Montgomery County shall pay the interest on and redeem at maturity any outstanding bonds which have been issued by the commission to finance any refuse or disposal system in Montgomery County unless the commission consents to waive the requirement, and if necessary, Montgomery County shall levy a tax to pay any such interest or to redeem the bonds; and provided further that the agreement shall provide that the accrued employment benefits, including, but not limited to, accumulated sick leave, as of the effective date of the agreement, of the employees of the commissions's refuse and garbage collection and disposal division shall be guaranteed and in no event abrogated.