

(2) "LOCAL COMMUNITY" MAY INCLUDE A COMMUNITY ASSOCIATION OR SIMILAR ASSOCIATION OR A SPECIAL TAXING DISTRICT IF THE ASSOCIATION OR DISTRICT HAS A GOVERNING BODY OR GOVERNING BOARD ELECTED BY THE PROPERTY OWNERS OR RESIDENTS OF THE COMMUNITY.

(B) THIS SECTION ONLY APPLIES IF A CODE COUNTY ESTABLISHES A DEPARTMENT OF PUBLIC FACILITIES AND SERVICES AND ASSUMES THE RESPONSIBILITIES OF A SANITARY DISTRICT OR COMMISSION OR A WATER OR SEWER AUTHORITY UNDER § 13E OF THIS ARTICLE.

(C) SUBJECT TO SUBSECTIONS (D) AND (E) OF THIS SECTION, THE COUNTY COMMISSIONERS OF A CODE COUNTY MAY ENTER INTO AN AGREEMENT WITH THE GOVERNING BODY OF A MUNICIPAL CORPORATION OR OF A LOCAL COMMUNITY THAT TRANSFERS RESPONSIBILITY FOR WATER OR SEWERAGE SERVICES TO THE MUNICIPAL CORPORATION OR LOCAL COMMUNITY.

(D) AN AGREEMENT MADE UNDER THIS SECTION SHALL BE IN WRITING AND SHALL REQUIRE THAT:

(1) THE MUNICIPAL CORPORATION OR LOCAL COMMUNITY CONTINUES TO SERVE ANY AREA, WITHIN OR OUTSIDE ITS BOUNDARIES, THAT IS SERVED BY THE FACILITIES TRANSFERRED WHEN THE TRANSFER OCCURS;

(2) ANY INCREASE IN FEES OR TAXES FOR WATER OR SEWERAGE SERVICES FOLLOWING THE TRANSFER BE APPLIED UNIFORMLY WITHIN AND OUTSIDE THE BOUNDARIES OF THE MUNICIPAL CORPORATION OR LOCAL COMMUNITY;

(3) THE MUNICIPAL CORPORATION OR LOCAL COMMUNITY, IN ACCORDANCE WITH THE AGREEMENT, ASSUMES LEGAL RESPONSIBILITY FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON ANY APPLICABLE OUTSTANDING BONDS ISSUED BY THE COUNTY OR BY A WATER OR SEWER AUTHORITY OR A SANITARY DISTRICT OR COMMISSION WITH RESPECT TO FACILITIES BEING TRANSFERRED TO THE MUNICIPAL CORPORATION OR LOCAL COMMUNITY;

(4) THE DISPOSAL OF SEWAGE SLUDGE BY THE MUNICIPAL CORPORATION OR LOCAL COMMUNITY BE CONDUCTED IN ACCORDANCE WITH COUNTY REGULATIONS;

(5) THE MUNICIPAL CORPORATION OR LOCAL COMMUNITY HONORS, IN ACCORDANCE WITH THE AGREEMENT, ANY OBLIGATION THAT EXISTS WHEN THE TRANSFER OCCURS, FOR THE TREATMENT AT A TREATMENT FACILITY OF LEACHATE GENERATED AT A LANDFILL IN THE COUNTY;

(6) THE MUNICIPAL CORPORATION OR LOCAL COMMUNITY COMPLIES WITH THE TERMS OF ANY GRANT OR REQUIREMENT INVOLVING A FEDERAL OR STATE AGENCY CONCERNING FACILITIES OR OPERATIONS TRANSFERRED TO THE MUNICIPAL CORPORATION UNDER THE AGREEMENT; AND