

MOU
May 17, 2000

WASHINGTON SUBURBAN SANITARY COMMISSION

Interoffice Memorandum

TO: RICHARD R. SHAGOGUE, P.E., CHIEF ENGINEER
ENGINEERING AND CONSTRUCTION TEAM

FROM: DOMINIC M. TIBURZI, P.E., DIVISION MANAGER
PLANNING AND ENGINEERING DIVISION *DMT*

DATE: MAY 18, 2000

SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING
CONTRACT NO. 94CR9880A

Attached for approval by the General Manager is the Memorandum of Understanding (MOU) for the subject contract. The facility to be constructed is the Hoyles Mill Wastewater Pumping Station (WWPS), CIP Project #S-84.21. This WWPS will serve the Kings Crossing subdivision that is being developed by the applicant, Arcola Investment Associates, as well as the adjacent Hoyles Mill Village subdivision. This is a 1.7 mgd submersible WWPS designed and to be constructed by Arcola. The estimated construction cost is \$995,899, with total project costs, as shown on Exhibit A, estimated at \$1,640,581.

The applicant has submitted a check for \$218,136 (copy attached), to reimburse WSSC for its staff time to review, inspect and administrate this project, in accordance with article 20.

The Acting General Counsel has reviewed this document and his comments are attached. As noted, he made only three comments. My response to these comments is also attached.

The SDC credit language in this MOU is different than our normal practice. As noted on page 1, the applicant has petitioned the Montgomery County Council to form a development district, which includes the parcel owned by Arcola. The County would issue tax-exempt bonds to finance certain items of infrastructure in the development district, including the Hoyles Mill WWPS. The County Finance Office, which is working with Arcola on the development district, requested that WSSC grant each house an equal SDC credit. This language is included in Article 1, page 2. Granting each house a partial SDC credit rather than the usual practice of a full credit until the credit balance expires, is financially beneficial to WSSC. Accordingly, I recommend approval of this change. Please forward to the Deputy General Manager, and then the General Manager for approval.

DMT/jl

Attachments

*Amended to standard SDC reimbursement
per P.M. Thais*

RICHARD R. SHAGOGUE, P.E., CHIEF ENGINEER
ENGINEERING AND CONSTRUCTION TEAM
APPROVAL OF MEMORANDUM OF UNDERSTANDING
CONTRACT NO. 94CR9880A
MAY 18, 2000
PAGE 2

Endorsed and transmitted to the Deputy General Manager:



Endorsed and transmitted to the General Manager:



cc: Chief Engineer
Secretary/Internal Audit Manager
Accounting Division
Regulatory Compliance Division
Facility Construction Division
Capital Assets Accounting Section
Service Applications and Records Section (SDC)
Project Management Section

ATTACHMENT A

SDC CREDITS MAXIMUM ESTIMATE

CONTRACT NO. 94 CR 9880-A
[REQUESTOR]

	ESTIMATED COST
Design	\$ 208,140
Applicant's Administrative Cost and Interest	\$ 218,406
WSSC's Costs	\$ 218,136
Construction Costs	\$ 995,899
TOTAL	\$1,640,581

MEMORANDUM OF UNDERSTANDING - PUMP STATION

Made this 17th day of May, 2000, by and between the WASHINGTON SUBURBAN SANITARY COMMISSION, a public agency of the State of Maryland, hereinafter referred to as "WSSC" and ARCOLA INVESTMENT ASSOCIATES, hereinafter referred to as "Arcola".

WITNESSETH:

WSSC is empowered and authorized to construct, maintain, and operate systems for water supply and sewerage conveyance and treatment in an area designated as the Washington Suburban Sanitary District, encompassing portions of Montgomery and Prince George's Counties, Maryland; and

Arcola, along with certain other parties, have filed a Petition with the Montgomery County Council to form a development district which would include certain land owned by Arcola in the Germantown West area of Montgomery County. Such development district was approved by the Montgomery County Council on January 13, 1998 (~~approval enclosed~~), and allows for the financing of a wastewater pumping station, through the issuance of tax-exempt bonds to be issued by Montgomery County, pursuant to the provisions of Chapter 14 of the Montgomery County Code and the Bond resolution adopted by Montgomery County Council on August 4, 1998, and

Arcola is developing a site referred to as King's Crossing, which requires the construction of a submersible pumping station, hereinafter referred to as the Hoyles Mill Waste Water Pumping Station; and

Arcola is authorized by WSSC to construct a 1.7 MGD Wastewater Pumping Station (WWPS), Contract Number 94CR9880-A, CIP Project No. S-84.21, located in the King's Crossing subdivision, in Montgomery County, Maryland, in accordance with plans entitled: Hoyles Mill Wastewater Pumping Station, and pursuant to Water and Sewer Extension/Expansion Authorization No. 96-1517A; and

Arcola has agreed to design and construct the permanent Hoyles Mill WWPS at no cost to WSSC, subject however, to the grant of System Development Charge ("SDC") credits,

NOW, THEREFORE, in consideration of the promises and the benefits to be received by the parties hereto which are hereby acknowledged, the parties do hereby agree as follows:

1. WSSC and Arcola agree that design and construction of the Hoyles Mill WWPS is to be completed by or at the direction of Arcola. Cost responsibility for design and construction of these facilities, including those costs incurred by WSSC, for design review, construction inspection and any or all other related expenses will be that of Arcola. **Arcola shall receive System Development Charge (SDC) credits in accordance with WSSC's approved SDC credit policy (CUS 94-03). As requested by Arcola, WSSC will not issue quarterly checks of qualifying SDC receipts, but will continue to maintain SDC credits against the Arcola's SDC credit balance. The SDC credits shall be allocated on a pro rata basis across all of the units developed by Arcola. Each unit will receive an SDC credit allocation, irrespective of the date when application for such allocation of SDC credit is made, provided that the allocation does not cause the actual amount of SDC credit (as determined under clause 27 of this Memorandum of Understanding) to be exceeded. The SDC credit allocation will be Two Thousand Two Hundred Ninety-seven and 73/100 Dollars (\$2,297.73) for each single family home.** *and ZE
DMT
NE
2. Arcola shall prepare engineering drawings in conformance with the latest edition of the WSSC Design Manual, Design Guidelines, and the attached scope of work (SOW). These plans must be sealed by a Professional Engineer licensed to practice in the State of Maryland, and become the property of WSSC upon approval. Arcola shall provide WSSC's Project Administrator with seven (7) copies of the plans and specifications for WSSC's use. Arcola shall construct said system pursuant to these plans and in conformance with the latest edition of the WSSC General Conditions and Standard Specifications, Standard Details and the Contract Specifications Book prepared for this project by Arcola, and submitted to and approved by WSSC.
3. Arcola will secure all necessary Federal, State, and Local permits required to construct the submersible pumping station.
4. The WSSC encourages Arcola to voluntarily maximize subcontracting opportunities for certified minority business enterprises. In the spirit of cooperation, the WSSC encourages Arcola to communicate its efforts to the WSSC.
5. Arcola will provide to WSSC, no later than 30 days before the planned construction start the name of the contractor proposed to construct the pumping station. The contractor must have previous pumping station construction experience and be approved by WSSC. When requested by WSSC, Arcola's contractor will submit a completed Contractor's Information Report, certifying to the contractor's organization's financial resources, performance record, integrity, experience, other

qualifications and equipment and facilities pertinent to the proposed contract. The WSSC, at its discretion, may make such investigations it deems necessary to determine the ability of the contractor to perform the work, and Arcola's contractor shall furnish the WSSC all such information and data for this purpose as the WSSC may request. The WSSC may visit any prospective contractor's place of business, contracts in progress, or contact persons knowledgeable of the contractor's background to determine his ability, capability, reliability, financial stability or other factors necessary to perform the work. The WSSC reserves the right to reject, within fifteen (15) working days of receipt of the contractor's name and all other information requested from Arcola, any contractor who has failed to perform properly or to complete work in a timely manner, contracts of similar nature, or if the investigation shows the contractor unable to perform the requirements of the wastewater pumping station plans and engineering specifications or if Arcola fail to complete and submit the Contractor's Information Report in its entirety. Arcola must contact the Project Administrator two weeks in advance of beginning construction to arrange for inspection.

6. Arcola will not proceed with the pump station construction under Contract No. 94CR 9880-A until the following has been completed:
 - a) The WWPS plans and specifications book contract have been approved by WSSC.
 - b) Soil information has been submitted as per Appendix J of the Water and Sewer Design Chapter of the WSSC Design Manual.
 - c) Copies of all applicable permits have been submitted to WSSC.
 - d) The Contract Specifications Book for the Hoyles Mill WWPS has been prepared by Arcola in conjunction with its engineer and approved by the Commission.
 - e) WSSC has approved the contractor.
 - f) WSSC has received the Performance Bond or an approved letter of credit in the amount equal to 100 percent of the contract bid price (If a total project bond is to be offered in lieu of a WSSC water and sewer bond, WSSC must be designated as a beneficiary of its portion of the bond.)

- g) A labor and material payment bond in the amount equal to 100 percent of the contract price, to protect WSSC from any nonpayment claims from subcontractors/suppliers has been posted.
 - h) WSSC has received the Contractor's Certificate of Insurance.
 - i) All other conditions specified in the authorization have been met.
 - j) Approved deed and right-of-way documents.
 - k) All requirements included on the attached Scope of Work and Design Guidelines for Waste Water Pumping Stations using Submersible Pumps DG-06, have been fulfilled.
 - l) WSSC has issued a Notice to Proceed.
 - m) Arcola's engineer has submitted Certificates of Compliance from the selected manufacturers approved in the Contract Specifications Book, stating that the equipment specified can be provided.
7. The following General Conditions, as included in the latest edition of the WSSC General Conditions and Standard Specifications, shall apply to all work under this Memorandum of Understanding involving the construction of, or the connection to WSSC facilities: Article 1, Article 2, Article 4, Article 5, Article 6, Article 7, Article 8, Article 9, Article 10, Article 11, Article 12, Article 13, Article 16, Article 20, Article 24, Article 25, Article 26, Article 27, Article 28, Article 29, Article 30, Article 31, Article 32, Article 33, Article 34, and Article 35.
8. Arcola shall provide all stakeout including line, grade, cut sheets, and the like, necessary for the construction of WSSC facilities. Copies shall be submitted to the WSSC Contract Manager.
9. Arcola will provide all materials required for the construction of the pumping station, unless expressly stated otherwise in the approved design documents (plans and specifications). Those materials are to be provided in accordance with the WSSC General Conditions and Standard Specifications, the Contract Specifications Book, and Standard Details and will be inspected and approved by the WSSC prior to use. When applicable, materials procured by Arcola shall have submittals provided to WSSC for approval prior to fabrication. In the event that WSSC provides any materials, Arcola will reimburse WSSC for all supplied materials, including WSSC's overhead and administrative costs to supply such

materials. WSSC-supplied materials will be available for contractor pick-up at the Commission's Anacostia warehouse.

10. Any materials which are damaged by Arcola shall be repaired or replaced by Arcola as determined by the WSSC. Repairs shall be made in accordance with manufacturers specifications, unless otherwise permitted, as per the WSSC General Conditions and Standard Specifications and Contract Specifications Book, and are to be made by personnel trained and experienced in making such repairs. Such repairs will be inspected and approved by the WSSC prior to use. All repair procedures shall be on file with the WSSC or be submitted and approved prior to any repair activity commencing.
11. All construction shall be inspected and approved by the designated WSSC Contract Manager during the work hours and days specified in the General Conditions, and construction shall be approved by the designated WSSC Contract Manager in writing prior to Arcola and/or its representative approving and/or releasing the work on WSSC facilities, or before monies for said work are paid to Arcola's subcontractors. **If requested by Arcola, the WSSC Contract Manager will forward any such approvals to the County Representative in accordance with the inspection procedures set forth in Article III of the Implementation Agreement between Montgomery County, Arcola and the other "Developers" relating to the reimbursement of development district infrastructure costs.** If the WSSC Contract Manager notes any defective or non-conforming work or materials, he or she shall so specify in writing to Arcola. Thereafter, Arcola may release to the contractor the payment due for work and materials inspected and approved by the WSSC Contract Manager, but shall withhold from payment a reasonable sum to insure completion or correction of the items noted by the WSSC Contract Manager (such sum to be released as those items are completed or corrected to the satisfaction of WSSC).
12. Arcola will provide compaction tests performed by a Geotechnical Engineer licensed to practice in the State of Maryland. The locations and depths are to be designated by the WSSC Contract Manager. Arcola will provide WSSC with copies of all tests performed. WSSC may perform additional compaction tests at random intervals as part of the inspection process, at Arcola's expense.
13. In the event of certain additions/deletions, requiring modifications to the approved construction of WSSC facilities, Arcola will provide plans and specifications, detailing the proposed changes, as expeditiously as possible for WSSC's approval, prior to executing such modifications. WSSC shall approve or disapprove the plans and specifications as expeditiously as possible after their submission to

WSSC, and promptly notify Arcola of its decision.. The revised plans shall be resubmitted to WSSC and the approval process should be repeated until WSSC is satisfied with the plans and approves the plans in writing.

14. Whenever there are changes in road grade or road surface or Arcola makes any excavations or fills that require a change in the elevation or location of any man-holes, valve boxes, meter vaults, sewer or water mains or lines or appurtenances thereto, or any other WSSC owned facilities or public utilities, or the work interferes with existing facilities or other utility installations, Arcola shall make the required changes at Arcola's cost subject to inspection by, and prior approval of, the WSSC.
15. Upon completion of the pumping station, the WSSC will inspect, in concert with Arcola's inspector, the completed project and, if deficiencies are present, so inform Arcola, who will have all deficiencies corrected. Arcola will provide written certification that the streets and rights of way are on grade. Arcola will prepare the as-built plans for the pumping station for WSSC approval, in accordance with WSSC standards.
16. Arcola will prepare appropriate descriptions for the conveyance of rights-of-way/deed to the WSSC for the construction, reconstruction, maintenance and operation of the facilities constructed by Arcola pursuant to this Memorandum of Understanding. WSSC will prepare the on-site right-of-way/deed documents will be submitted to Arcola for execution.
17. WSSC shall issue a "Release for Service " for the project when the following has been provided:
 - a) Maintenance Bond provided by Paragraph 18 hereof.
 - b) A Waiver of Liens from the Contractor, signed and notarized, stating they have been paid.
 - c) WSSC has received ownership of the property on which the pumping station will be constructed.
 - d) Approved Operation and Maintenance Manuals.
 - e) Arcola has paid all taxes on deeds being transferred to WSSC.
 - f) All tests are performed and accepted.

- g) Arcola has paid all utilities' bills, including bills from WSSC, up-through the estimated date of final acceptance.
- h) Arcola has provided WSSC with the name of the electrical utility company and the account number for the transfer of service.

Upon the issuance of the "Release for Service", the WSSC shall assume ownership along with operation and maintenance responsibility for the pumping station; and, Arcola can hook up to the pumping station.

The WSSC will issue a "Certificate of Final Acceptance" when the following has been completed and/or provided:

- a) Final punch list has been completed.
- b) Payment in full of all amounts due to WSSC under this Memorandum of Understanding.
- c) A list of all sub contractors, manufacturers, and suppliers used, including the portion and dollar amount of the work performed.
- d) Approved reproducible as-built record drawings.

Upon issuance of the "Certificate of Final Acceptance," Arcola can request SDC audit from Internal Audit.

- 18. Arcola shall, upon issuance of the "Release for Service" as set forth in paragraph 17, furnish a Maintenance Bond to the WSSC. The bond shall cover a period of one year dating from the time of issuance of the "Release for Service". The bond shall be in an amount equal to 50 percent of the bid price. It shall be Arcola's obligation to respond and take corrective action within ten working days on any rework or corrective actions brought to Arcola's attention by the WSSC during the maintenance period as defined herein. If Arcola does not initiate corrective actions as required, the WSSC may take reasonable and appropriate actions necessary to correct construction deficiencies and damage to installations attributed to Arcola which may occur during the maintenance period, and the cost of same shall be recovered from Arcola or Arcola's surety.
- 19. Arcola will be responsible for reimbursing all direct WSSC costs and overhead associated with this project. Direct costs will include, but not be limited to:

- a) Design review and associated costs for review of the engineering specification book and submittal review.
- b) Full-time inspection - one inspector per Arcola's work crew.
- c) Part-time inspection personnel.
- d) On-site soils inspection, sediment control.
- e) Quality Assurance inspection.
- f) Materials obtained from WSSC (including sales tax and WSSC handling charges).
- g) Maintenance services (i.e., chlorination, shut downs, etc.).
- h) As-built review.
- i) Costs incurred when acquiring rights-of-way/deeds.
- j) Outside consultant fees.

Overhead shall be determined in accordance with WSSC's Accounting Systems, but, in no case, shall the ratio of overhead to direct costs be greater than a factor of two. The responsibility and liability of Arcola to pay WSSC's direct and overhead costs associated with this Memorandum of Understanding shall be joint and several.

20. WSSC estimates its direct costs and overhead associated with the Project to be \$218,136. Prior to commencement of construction of the Pump Station, Arcola will be required to deposit \$218,136, in cash, to cover WSSC's estimated direct and overhead costs for construction of the Pump Station. If during the construction of this project, should WSSC's expenses exceed the amount deposited, WSSC shall provide Arcola with an accounting of the total costs, plus overhead, incurred by WSSC and an additional deposit equaling the anticipated remaining direct costs to be incurred by WSSC, plus overhead at a factor of two times direct costs, will be required. After WSSC issues a MOU Certificate of Final Acceptance, WSSC will prepare a final accounting of its total costs associated with this project and issue a refund for the excess of deposit(s) over actual total costs, or will prepare an invoice to Arcola for the excess of actual costs over deposit(s). Payment of the invoice will be due within 30 days. Arcola shall have the right to

audit the final accounting of total costs, but the request to audit will not change the date for required payments to WSSC. Any agreed upon adjustments to the final accounting will require payment by WSSC or Arcola within 30 days of acceptance of the adjustments by both parties. Interest on payments not made within 30 days will accrue at a rate of eight percent per annum calculated from the due date. In addition to any other remedies provided by law, WSSC shall have the right to withhold issuance of any SDC credits due the Arcola under this agreement until payment is made as required by this paragraph.

21. It is further understood and agreed by Arcola and the WSSC that the WSSC shall not be responsible or liable to Arcola for any of the following events:
 - a) The WSSC is not liable for monetary damage for the failure to provide service if the WSSC is unable to acquire rights-of-way necessary for the construction of supporting water or wastewater capital projects;
 - b) The WSSC is not responsible for any Federal or State (that is, State agency other than WSSC) action, including operational moratoria, that temporarily suspends, delays, or otherwise affects the water and/or sewer capacity allocation;
 - c) The WSSC is not responsible for any other contingency that affects the timing or ability to connect which is beyond the control of the WSSC.

22. Notwithstanding any other provisions of this Agreement, Arcola agrees:
 - a) To conduct all construction operations in accordance with the terms and all approved plans and contract specifications book of this Agreement and within all applicable County, State and Federal laws and regulations;
 - b) That any failure of Arcola to fully comply with any part of this Agreement may cause the issuance of a stop work order by the WSSC;
 - c) Any written stop work order, whether hand-delivered to Arcola or mailed to Arcola, shall constitute notice of such stop work order for the purpose of this Agreement; and Arcola shall stop work upon receipt of such order and not resume any work thereafter until so authorized by the WSSC.

23. A stop work order will not be unreasonably issued nor will a resume work order be unreasonably withheld.

24. Arcola must comply with any and all WSSC requirements as well as securing all necessary plumbing and gas permits for the on-site water and/or sewer systems.
25. Arcola hereby agree that each improvement shown on the approved construction plans or specifications made part of this agreement is necessary to provide the service requested. The WSSC shall have the final authority to decide what improvements must be constructed in order to provide the service requested.
26. The subdivision (King's Crossing) is subject to the payment of any SDC, sub-district fees, and/or other WSSC fees and charges the WSSC deems applicable. Any SDC credits due Arcola will be made in accordance with Paragraph 1 of this MOU and WSSC's approved SDC credit policy and in accordance with the allocations shown on Attachment A hereto.
27. As this project is eligible for SDC credits under the WSSC's SDC credit policy, Arcola and the WSSC will jointly identify, compute, and tabulate the estimated total eligible costs for these credits. The estimated eligible costs are included as Attachment A of this agreement. The eligible costs shall be in conformance with the latest SDC Credit Policy. The final amount will be adjusted to reflect the actual total eligible costs, as determined by the WSSC's Internal Audit Manager. The final audit will take place after the project has been accepted and a Certificate of Final Acceptance has been issued as per Item 17. Arcola shall submit a written request for audit to WSSC's Internal Audit Manager, along with an itemized listing of eligible project costs, incurred and paid, which supports the total amount of SDC credit claimed. The Internal Audit manager shall process the request as per the SDC credit policy.
28. Arcola may be granted SDC credits after construction of the project by Arcola has commenced. Until such time as the actual total eligible amount is determined SDC credit issued shall not exceed 50 percent of the estimated total eligible costs as noted in Attachment A.
29. When the scope or estimated cost of the work has changed, Arcola may request an amendment. This request shall be submitted to the Project Administrator for processing on the form found in Attachment B.
30. Arcola represents that the individual(s) executing this Memorandum of Understanding do so as agents of its (their) respective entity(ies) and warrant that they have complete authority to enter into this Memorandum of Understanding.

31. This Memorandum of Understanding shall be construed in accordance with the laws of the State of Maryland.
32. No provision of this Memorandum of Understanding may be changed, amended, modified, waived, or discharged except in writing signed by each of the parties hereto.
33. All terms, provisions, and covenants herein shall be binding and shall inure to the benefit of the respective successors and assigns of the parties hereto.
34. This Memorandum of Understanding constitutes the entire agreement between the parties hereto and supersedes any prior oral or written agreement between them respecting the subject matter hereof. There are no representations, understandings, or agreements between the parties relating to the subject of this Memorandum of Understanding which are not expressed herein.
35. This Memorandum of Understanding may not be assigned or transferred by Arcola without the prior written permission of the WSSC. If the bonds to finance the Waste Water Pumping Station on behalf of the development district are not issued by Montgomery County, Arcola may request an amendment to this Memorandum of Understanding to alter the obligations of Arcola hereunder, or may terminate this Memorandum of Understanding altogether upon payment to WSSC of all outstanding WSSC direct and overhead costs.
36. The parties acknowledge and agree that any violation of any provision of this Memorandum of Understanding may, in the discretion of the WSSC, result in the rejection of Arcola or its successor's and assign's requests to enter into future Memoranda of Understanding of this nature.
37. WSSC and Arcola acknowledge that this Memorandum constitutes a binding agreement, supported by good and valuable consideration, the receipt and sufficiency of which each acknowledges.

The above terms and conditions are hereby accepted and agreed to this 17th day of May, 2000.

WITNESS:

[Signature]

ARCOLA INVESTMENT ASSOCIATES

By: Cylburn, Inc.

By: [Signature]
Herschel W. Blumberg, President

By: Herschel and Goldene Blumberg Family Limited Partnership

By: Cylburn, Inc., General Partner

By: [Signature]
Herschel W. Blumberg, President

Tax ID Number : 52-1379801

STATE OF MARYLAND *

COUNTY OF Prince George's * to wit:

I HEREBY CERTIFY that on this 17th day of MAY, 2000, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared Herschel W. Blumberg, known to me (or satisfactorily proven) to be the President of Cylburn, Inc., a general partner of Arcola Investment Associates, and the General Partner of the Herschel and Goldene Blumberg Family Limited Partnership, a general partner of Arcola Investment Associates, and acknowledged that Herschel W. Blumberg executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

GLORIA M. TUCKER
(name printed)

My Comm. Exp - 3-1-03

WITNESS:

Nancy H Robinson

APPROVED BY:

John Griffin DGM for
John Griffin
General Manager

STATE OF MARYLAND

*

* to wit:

COUNTY OF Prince Georges

*

I HEREBY CERTIFY that on this 19th day of May, 2000, before me, the undersigned officer, personally appeared John Griffin, who acknowledged himself to be the General Manager of the Washington Suburban Sanitary Commission, a public corporation, and that he as such General Manager, being authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing the name of the corporation by himself as General Manager.

WITNESS my hand and Notarial Seal.

Eleanor G. Starvis
Notary Public

ELEANOR G. STARVIS
(name printed)

My Commission Expires: 7/23/01

BUSINESS IDENTIFICATION FORM

We hereby certify that ARCOLA INVESTMENT ASSOCIATES is a general partnership with its principal place of business in the State of Maryland. We further certify that the individual partners are as follows:

<u>PARTNER NAME</u>	<u>ADDRESS</u>
1. Cylburn, Inc.	6525 Belcrest Road, Suite 300 Hyattsville, Maryland 20782 Attn: Herschel W. Blumberg 301-779-4800
2. Herschel and Goldene Blumberg Family Limited Partnership	c/o Cylburn, Inc., General Partner 6525 Belcrest Road, Suite 300 Hyattsville, Maryland 20782 Attn: Herschel W. Blumberg 301-779-4800

We hereby certify that CYLBURN, INC. is a corporation with a principal place of business in the State of Maryland. We further certify that the corporate officers are as follows:

1. Herschel W. Blumberg	Business Address 6525 Belcrest Road, Suite 300 Hyattsville, Maryland 20782 301-779-4800 Home Address 3300 Pauline Drive Chevy Chase, Maryland 20815 301-654-5646
2. Goldene Blumberg	Business Address 6525 Belcrest Road, Suite 300 Hyattsville, MD 20782 301-779-4800 Home Address 3300 Pauline Drive Chevy Chase, Maryland 20815 301-654-5646

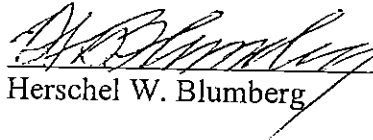
3. Samuel E. Tucker

Business Address
6525 Belcrest Road, Suite 300
Hyattsville, Maryland 20782
301-779-4800

Home Address
8213 Lakenheath Way
Potomac, Maryland 20854
301-299-1155

We hereby certify that HERSCHEL AND GOLDENE FAMILY LIMITED PARTNERSHIP is a limited partnership with its principal place of business in the State of Maryland. We further certify that the general partner is Cylburn, Inc., 6525 Belcrest Road, Suite 300, Hyattsville, Maryland 20782, 301-779-4800.

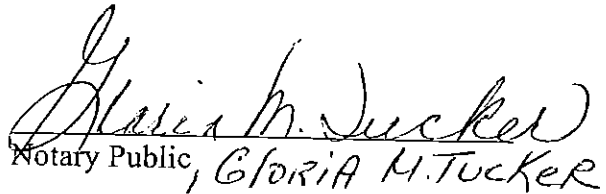
I **HEREBY AFFIRM** under the penalties of perjury that the statements made above are true and accurate to the best of my knowledge, information, and belief.


Herschel W. Blumberg

STATE OF MARYLAND:
COUNTY OF MONTGOMERY: ss
PRINCE GEORGES

I HEREBY CERTIFY that on this 17th day of May, 2000, before me, the subscriber, a Notary Public, in and for the County aforesaid, personally appeared Herschel W. Blumberg, who acknowledged himself to be the President of Cylburn, Inc., a general partner of Arcola Investment Associates, and the General Partner of Herschel and Goldene Blumberg Family Limited Partnership, a general partner of Arcola Investment Associates, who signed the foregoing Document and made oath in due form of law that the facts stated therein are true to the best of his knowledge, belief and information.

WITNESS My Hand and Notarial Seal.


Notary Public, *GLORIA M. TUCKER*

My commission expires: 3-1-03

ATTACHMENT A

SDC CREDITS MAXIMUM ESTIMATE

CONTRACT NO. 94 CR 9880-A
[REQUESTOR]

	ESTIMATED COST
Design	\$ 208,140
Applicant's Administrative Cost and Interest	\$ 218,406
WSSC's Costs	\$ 218,136
Construction Costs	\$ 995,899
TOTAL	\$1,640,581

ATTACHMENT B
AMENDMENT NO. 1
TO
MEMORANDUM OF UNDERSTANDING

ARCOLA INVESTMENT ASSOCIATES through a Memorandum of Understanding, entered into an agreement with the Washington Suburban Sanitary Commission.

The following amendment is made:

The above terms and conditions are hereby accepted and agreed to on this _____ day of _____, 20__.

WITNESS:

ARCOLA INVESTMENT ASSOCIATES

By: Cylburn, Inc.

By: _____
Herschel W. Blumberg, President

By: Herschel and Goldene Family Limited Partnership

By: Cylburn, Inc., General Partner

By: _____
Herschel W. Blumberg, President

STATE OF MARYLAND *

COUNTY OF

* to wit:
*

I HEREBY CERTIFY that on this ____ day of _____, 2000, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared Herschel W. Blumberg, known to me (or satisfactorily proven) to be the President of Cylburn, Inc., a general partner of Arcola Investment Associates, and the General Partner of the Herschel and Goldene Blumberg Family Limited Partnership, a general partner of Arcola Investment Associates, and acknowledged that Herschel W. Blumberg executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

(name printed)

My Commission Expires: _____

WITNESS:

APPROVED BY:

General Manager

STATE OF _____

COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this ____ day of _____, 19____, before me, the undersigned officer, personally appeared, _____, who acknowledged himself to be the General Manager of the Washington Suburban Sanitary Commission, a public corporation, and that he as such General Manager, being authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing the name of the corporation by himself as General Manager.

WITNESS my hand and Notarial Seal.

Notary Public

(name printed)

My Commission expires _____

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