

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COLLEGEDALE AND
THE HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY

WHEREAS, by means of previous interlocal agreements, the last being dated May 7, 2018, the parties hereto have cooperated to address issues created by their contiguous service sewer areas and the WWTAs providing service to various areas of the City of Collegedale; and,

WHEREAS, the 13-acre Cambridge Village development lies inside the corporate limits of the City but is in the sewer jurisdiction of WWTAs, and WWTAs cannot currently meet the demand created thereby and needs the support of Collegedale's system and flow allotment; and,

WHEREAS, there is an existing connection point with valves in place where WWTAs system and Collegedale's system connect. Engineers have determined that flow can be directed from WWTAs system into Collegedale's system for a limited amount of capacity for a limited amount of time; and,

WHEREAS, further analysis will determine the extent of the area to be served, capacity needs, hookups, etc.; and,

WHEREAS, the infrastructure to be installed by Cambridge Village's developers will be dedicated to WWTAs upon completion and acceptance; and,

WHEREAS, when further details are available, the parties hereto anticipate a more specific and formal interlocal agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties enter into this Memorandum of Understanding in order to define the preliminary aspects of the anticipated more specific and formal Interlocal Agreement, as follows:

1. The parties agree to cooperate in reaching an agreement to accommodate the flow from Cambridge Village. This arrangement will remain in effect until the WWTAs completes future sewer system upgrades and can accommodate Cambridge Village's base flow without Collegedale's support. The "force flow" portion of the total flow will be relinquished back to Collegedale's capacity allotment and the transfer agreement will come to an end. Currently, the parties anticipate that to be a five (5) year process.

2. The parties anticipate that Cambridge Village's output is 20,784 gallons per day ("GPD"). The flow from Cambridge Village will grow incrementally as new buildings and customers are connected, and Collegedale will receive flow from WWTAs in increments to match the build out. The total design flow from the Cambridge Village project will be received by the City of Collegedale, the value of which will be determined through the use of a flow meter and controlled by a modulating valve. Generally, the modulating valve shall be adjusted to limit flow through the diversion to equal the total approximate flow from any new connections in the Collegedale City Limits that coincide with the WWTAs's service area served via the diversion. The

diversion valve shall be opened fully on a schedule to be determined by WWTa to periodically cleanse the diversion line. Line cleansing shall be coordinated with the City of Collegedale to prevent overwhelming the Collegedale Pump Station.

3. The City of Collegedale will be responsible for the cost of any and all engineering, modifications, and permitting that are necessary for the flow diversion. All flow through the diversion will be billed to the WWTa at the City of Chattanooga Regional Flow Meter Rate. No addition charges shall be applied by Collegedale for flow through the diversion.

The purpose of this MOU is to define the framework of the more formal agreement, allowing the governing boards of both the WWTa and Collegedale to approve the respective management teams to proceed with structuring a more formal agreement.

CITY OF COLLEGEDALE

By: _____
Mayor

Date: _____

HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY

By: Michael Patrick FOR WWTa
Executive Director

Date: 6/26/26