

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereafter “Memorandum”) is dated as of January ____, 2023, by and between the Town of Thompson’s Station, Tennessee, a municipal corporation (hereafter “Town”), and Bedford Farms Irrevocable Trust (hereafter “Developer”). This Memorandum will evidence the understanding of the Parties in connection with the interests of Developer in a pump-and-haul sanitary sewer agreement with the Town (hereafter referred to as the “Utility Agreement”).

RECITALS

Whereas, the Developer owns Williamson County Map 144 Parcel 8.00, (hereafter the “Property”) and wishes to develop the Property, which is outside of the Town of Thompson’s Station Regional Wastewater Treatment Map; and

Whereas, the Developer will acquire the necessary equipment to facilitate its sanitary sewer transfer or contract for a pump-and-haul sanitary sewer service for the Property; and

Whereas, the Property is proximately adjacent to the Pleasant Creek development and it is anticipated that it may be serviced by the Pleasant Creek Plant once it is operated by the Town, subject to approval by the Town, or other possible sources of wastewater treatment and disposal; and

Whereas, the Property has an existing sanitary sewer septic system (hereafter “Property System”) consisting of a _____-gallon tank and _____ linear feet of field line; and

Whereas, the Developer of the Property wishes to enter into a Utility Agreement with the Town until other available and viable wastewater treatment and disposal options may be considered by the Town and the Developer as the Property is outside of the current Regional Wastewater Treatment map.

Now, Therefore, in consideration of the Recitals and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer covenant, agree and acknowledge as follows:

1. **(a) Pump and Haul.** As the Property is outside of the current Regional Wastewater Treatment area, the Town authorizes the Developer on an as needed

PAGE 1 OF 4

Town
initial

Developer
initial

Utility Agreement
Memorandum of Understanding

basis, to pump-and-haul sanitary sewer effluent (hereafter “Material”) disposal from the Property System as directed by the Town of Thompson’s Station Wastewater Department on a per delivery basis and in compliance with local, state and federal laws, rules and regulations until such time as the Town of Thompson’s Station determines there exist other available and viable wastewater treatment and disposal options for the Property.

The Developer is and shall be solely responsible for the cost of transferring the Material as directed by the Town of Thompson’s Station Wastewater Department and in compliance with local, state and federal laws, rules and regulations.

Upon notice by the Town of other available and viable wastewater treatment and disposal options, the Developer shall be required to utilize those option(s) and upon connection to the wastewater treatment option, this Utility Agreement will terminate.

(b) Material Treatment by Volume Fees: Developer agrees to pay the Material treatment by volume as determined by the Town by the average gallon per day based on the volume being submitted for pump and haul and which shall be subject to approval by the Town of Thompson’s Station.

Developer will timely pay the requisite fees to the Town in addition to the monthly Material disposal fee, as determined by the Town of Thompson’s Station in its sole discretion.

(c) Review: The status of this Agreement shall be reviewed, at least, on an annual basis or, as needed, by Town Staff to determine the availability and viability of other options for wastewater treatment and disposal for the Property or whether pump-and-haul is no longer viable.

- 2. **Counterparts.** This Memorandum may be signed in one or more counterparts, each of which shall be an original and all of which will constitute but one and the same instrument.

- 3. **Jurisdiction, Venue, and Law.** The parties agree should any dispute arise concerning this Memorandum the Chancery Court of Williamson County, Tennessee shall have jurisdiction and venue of this matter under and pursuant to the laws of the State of Tennessee.

Town
initial

Developer
initial

{Signature page follows}

PAGE 3 OF 4

Town
initial

Developer
initial

Utility Agreement
Memorandum of Understanding

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding to be effective as of the day and year first above written.

TOWN:

The Town of Thompson's Station, Tennessee

Brian Stover, Mayor

DEVELOPER:

Bedford Farm Irrevocable Trust

By:_____
Jill Johnston, Co-Trustee

By:_____
Dale Reifschneider, Co-Trustee