

Memorandum of Understanding

This Memorandum of Understanding (the “Memorandum”) is made on _____ by and between Bob and Joy Reap (the “Reaps”) of 91 Willis Farm Rd. Richmond, VT and The Richmond Water and Sewer Commission (RWSC) for the purpose of achieving the various aims and objectives relating to the sewer expansion to 91 Willis Farm Rd. (the “Project”)

WHEREAS the Reaps and the RWSC desire to enter into an agreement to clarify the terms of the Project.

AND WHEREAS the Reaps and RWSC are desirous to enter into a Memorandum of Understanding between them, setting out the parameters of the project that each agree are necessary to complete the Project.

Obligations of the Parties

The Parties acknowledge that no contractual relationship is created between them by this Memorandum, but agree that this memorandum outlines the items which they both agree to regarding the Project.

Understanding

The Reaps’ desire is to construct a private sewer connection to their property at 91 Willis Farm Rd. They must abide by the “Policy for Providing Water and Wastewater Service to Future Public or Private Land Development Projects or Properties”. While the entire policy must be followed, the following statements reference specific sections of this policy that are particularly relevant to the Project.

- a) The section labeled as “General” on page 2, part 2 of that section states that any project outside of the current water and wastewater district will require an extension of the district to include the project within the district boundaries. This section states a permit will not be given to projects outside of the water and wastewater districts.
 - i. The Reaps are amenable to having 91 Willis Farm Rd. included in the Water and Sewer District
 - ii. The Richmond Land Trust has stated they are not interested in having The Willis Sledding Hill property included in the district expansion.
 - iii. There will be a vote at a future Water and Sewer Commission meeting regarding expanding the Water and Sewer District to include 91 Willis Farm Rd.
- b) Parts 3, 4, 5 and 6 in “General” discuss “minimum requirements of the development”. In short these requirements are set by the Richmond Water Resources Department (RWRD) and the developer builds their extension to meet these requirements at their expense.
 - i. Future expansion to consider beyond 91 Willis Farm Rd is to the Park and Ride.
 - ii. The Project must include a 3 inch force main which is the size that would be sufficient to accomplish this expansion when and if it occurs.
 - iii. The size of the housing for the pump would be built large enough to accommodate an 8 ft sump should the expansion occur.

- c) "Private or Public piping" on page 3 discusses when systems can be private or public. Part 1 says there must be only one meter to keep it private.
 - i. There will be one meter that will measure the flow as it leaves 91 Willis Farm Rd.
 - ii. The Reaps will meter each building separately for water. RWRD will use those meters to determine how to split the bill between different uses such as commercial, residential, and industry.
- d) Part 3 states that each customer must own the service line from RWRD point of service. This prohibits the Reaps from connecting to the Camel's Hump Middle School's private sewer line.
- e) The "Off-site piping" section on page 5 seems to indicate that the Reaps would have to extend this line to their property line to make it viable to serve properties beyond theirs.
 - i. It is agreed by all parties that this is not necessary at this time and the cost would be part of a future expansion.
- f) It is the Reaps' desire to create a private extension. However, if the system expands beyond their property then the force main would have to become public per the policy.
 - i. However, if the system expands beyond 91 Willis Farm Rd. both parties are agreeable to allow the Reaps to create an agreement with private users which would be served by their force main. This agreement would allow all private users on the private force main to share the bill for the sewer usage charges as well as repairs and maintenance on the line.

Signatories:

This Agreement shall be signed on behalf of The Reaps by _____ and on behalf of the RWSC by Bard Hill, RWSC Chair. This agreement shall be effective as of the date signed.

For The Reaps

Date

For The Richmond Water
and Sewer Commission

Date