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249 N. Miller Road, Saginaw, Michigan 48609-4896
989.781.0150 | fax 989.781.0290

www.thomas twp.org

THOMAS TOWNSHIP SPECIAL BOARD MEETING
8215 Shields Drive, Saginaw, MI 48609
APRIL 16, 2025 @ 7:30 a.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Consent Agenda
 - A. None.
6. Communications-Petitions-Citizen Comments

It is requested that you state your name and address for the record.
7. Public Hearing
 - A. None.
8. Unfinished Business
 - A. None
9. New Business
 - A. Approve the Intergovernmental Agreement for Wastewater System Connection.
10. Executive Session
 - A. None
11. Adjournment.



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TOWNSHIP BOARD AGENDA ITEM

- **MEETING DATE:** April 16, 2025
- **SUBMITTED BY:** Deidre Frollo, Township Manager
- **AGENDA TOPIC:** Approve the Intergovernmental Agreement for Wastewater System Connection
- **EXPLANATION OF TOPIC:** With the TDS issue resolved and Hemlock Semiconductor committed to proceeding with the expansion of the WWTP as scoped, Solar Technologies, LLC, is urgently requesting permission for the discharge of non-industrial effluent into the sanitary sewer system. Since Solar Technologies, LLC is outside the Township boundaries, an agreement between Richland, Thomas, and Saginaw Charter Townships is necessary. The attached document permits the sanitary discharge from Solar Technologies, LLC. It notes that Solar Technologies' capacity will count towards the Township's capacity. This has been part of the discussions since the beginning of the project. Once the treatment plant expansion is complete, the increase in the Township's capacity will free up the .2 MGD attributed to Solar Technologies. The Township attorney has reviewed the agreement.
- **MATERIALS ATTACHED AS SUPPORTING INFORMATION:** Intergovernmental Agreement for Wastewater System Connection
- **POSSIBLE COURSES OF ACTION:** Approve, Amend, Deny or Table.
- **SUGGESTED/REQUESTED MOTION:** Motion by _____, supported by _____, to approve the Intergovernmental Agreement for Wastewater System Connection.
- **ROLL CALL VOTE REQUIRED:** No.

**INTERGOVERNMENTAL AGREEMENT FOR
WASTEWATER SYSTEM CONNECTION**

This Intergovernmental Agreement for Wastewater System Connection ("Agreement") is entered into by and between the **CHARTER TOWNSHIP OF SAGINAW**, a Michigan charter township, with offices at 4980 Shattuck Road, Saginaw, MI 48603 (hereafter "Saginaw"), the **TOWNSHIP OF THOMAS**, a Michigan general law township, with offices at 249 North Miller Road, Saginaw, MI 48609 (hereafter "Thomas"), and the **TOWNSHIP OF RICHLAND**, a Michigan general law township, with offices at 1180 N. Hemlock Road, Hemlock, MI 48626 (hereafter "Richland"). Saginaw, Thomas and Richland are each individually a "Party," and collectively constitute the "Parties."

WHEREAS, Saginaw owns and operates a wastewater collection and treatment system ("System"), including the Saginaw Township Southwest Wastewater Treatment Plant ("WWTP");

WHEREAS, Saginaw and Thomas are parties to an existing agreement dated March 11, 1969, as amended, as well as other agreements, relating to the collection of sanitary sewage within the geographic boundaries of Thomas for treatment and disposal through the System;

WHEREAS, Thomas and Richland wish to extend and connect the System, and provide wastewater collection services, to a property located within the geographic boundaries of Richland at 1881 N. Orr Drive, Hemlock, Michigan as more fully described on the attached Exhibit A (the "Property"), which is being developed by Solar Technology, LLC ("Developer");

WHEREAS, development of the Property is expected to provide valuable benefits to Saginaw, Thomas, Richland, and their residents;

WHEREAS, Thomas and Richland are parties to other agreements concerning the construction of the physical improvements necessary to connect the Property to the System;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties, intending to be legally bound, agree as follows:

1. **Recitals.** The foregoing recitals are a part of this Agreement and are incorporated herein by reference.

2. **System Connection.** Thomas and Richland may connect the Property to the System, subject to the terms of this Agreement. Saginaw shall not be responsible for any costs associated with the design, construction or maintenance of infrastructure necessary to connect the Property to the System, and such costs shall be the sole responsibility of Thomas, Richland, Developer and/or the Property owner as set forth in separate agreements between said parties.

3. **Wastewater Capacity.** The wastewater generated at the Property shall be attributed to Thomas for purposes of Thomas' wastewater capacity limits under the existing agreements between Saginaw and Thomas. Nothing in this Agreement shall enlarge Thomas' wastewater capacity limits under the existing agreements between Saginaw and Thomas. However, Thomas may reallocate its existing wastewater capacity among users within its geographic boundaries in order to allocate a portion of its capacity to the Property.

4. **Term.** This Agreement shall be effective as of the date of the last signature below ("Effective Date") and shall remain in full force and effect from the Effective Date for a period of fifty (50) years.

5. **Sole Property.** This Agreement is solely for connection of the Property to the System, and there shall be no connection of any other parcel of real property to the System by virtue of this Agreement.

6. **Regulation.** The Property shall be subject to all laws, ordinances, codes, and regulations, as well as the agreements between Saginaw and Thomas, applicable to users of the System (collectively "Laws"), including without limitation Laws concerning regulation of industrial users. For purposes of regulation and enforcement under the existing agreements between Saginaw and Thomas, the Property shall be deemed to be within Thomas' service area. The Parties hereto shall fully cooperate in the oversight, administration and enforcement of Laws for the Property.

7. **Existing Agreements.** The existing agreements between Saginaw and Thomas concerning the System and WWTP remain in full force and effect. The intent of the Parties hereto is to permit connection of the Property to the System under the existing agreements between Thomas and Saginaw.

8. **Breach of Agreement.** In the event of a breach of any term or condition of this Agreement, the non-breaching Party shall provide written notice to the breaching Party. The notice shall contain a description of the breach and what action must be taken to cure the breach. In the event the breach is not cured within ninety (90) days, the non-breaching Party may terminate this Agreement and take any other action permitted by law.

9. **No Third Party Beneficiaries.** This Agreement is not intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies of any kind or nature whatsoever.

10. **Notice.** Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be given by a writing personally delivered or mailed by first-class or certified mail addressed as follows:

If to Saginaw: Charter Township of Saginaw
Attn: Township Manager
4980 Shattuck Road
Saginaw, MI 48603

If to Thomas: Thomas Township
Attn: Township Manager
249 North Miller Road
Saginaw, MI 48609

If to Richland: Richland Township
Attn: Township Manager
1180 N. Hemlock Road
Hemlock, MI 48626

Notice shall be deemed effective as of the date it is personally delivered to the recipient or when deposited in the United States mail, postage paid. Any Party may change its address for notices by providing notice of such change and delivering it to the other Parties in the manner provided above.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and contains all the agreements between the Parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or in writing, among the Parties hereto with respect to the subject matter hereof.

12. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

13. **Choice of Law; Venue.** This Agreement is governed by the laws of the state of Michigan. Any action brought to enforce the terms of this Agreement or to remedy violation of this Agreement must be brought in Saginaw County, Michigan, and each Party submits itself to that jurisdiction

14. **Modification or Amendment.** This Agreement cannot be modified or amended except by mutual written agreement executed by each of the Parties hereto.

15. **Waiver.** No waiver of any provision or condition of this Agreement shall be valid unless executed in writing and signed by the Party to be bound thereby, and then only to the extent specified in such waiver. No waiver of any provision or condition of this Agreement shall be construed as a waiver of any other provision or condition of this Agreement, and no present waiver of any provision or condition of this Agreement shall be construed as a future waiver of such provision or condition.

16. **Authorization.** The Parties each represent and warrant to the other Parties that this Agreement has been duly authorized and approved by all governmental bodies whose approval may be required as a precondition to the Agreement's effectiveness, and that the individuals who have executed this Agreement have been duly authorized to do so.

17. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. The signature page from one or more counterparts may be detached and reattached to any other executed counterparts of this Agreement. The Parties agree that facsimile or scanned electronic signatures shall be considered the same as an original signature for all purposes under this Agreement.

[remainder of page intentionally left blank; signatures on the following page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized representatives effective as of the date of the last signature below.

Charter Township of Saginaw

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Township of Thomas

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Township of Richland

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

EXHIBIT A

Legal Description of the Property

EXHIBIT A
Development Property

N 1/2 OF NE 1/4 OF SEC 24 T12N R2E - APPROX 80 ACRES SPLIT/COMBINED ON
12/14/2023 FROM 22-12-2-24-1002-000, 22-12-2-24-1001-000, 22-12-2-24-1004-001, 22-12-2-
24-1004-002, 22-12-2-24-1004-003;***NEW FOR 2024