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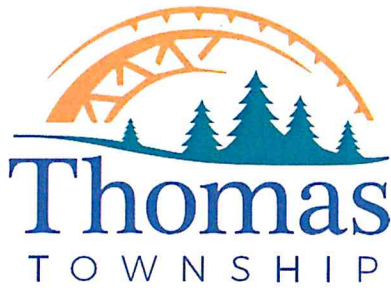
249 N. Miller Road, Saginaw, Michigan 48609-4896
989.781.0150 | fax 989.781.0290

www.thomas twp.org

THOMAS TOWNSHIP SPECIAL BOARD MEETING
8215 Shields Drive, Saginaw, MI 48609
APRIL 11, 2025 @ 4:15 p.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 Thirty-day Memorandum of Understanding with Saginaw Charter Township to allow Solar Technologies, LLC to connect to Thomas Township Sanitary Sewer.
10. Executive Session
 - A. None
11. Adjournment.



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TOWNSHIP BOARD AGENDA ITEM

- **MEETING DATE:** April 11, 2025
- **SUBMITTED BY:** Deidre Frollo, Township Manager
- **AGENDA TOPIC:** Approve Thirty-day Memorandum of Understanding with Saginaw Charter Township to allow Solar Technologies, LLC to connect to Thomas Township Sanitary Sewer.
- **EXPLANATION OF TOPIC:** With the TDS issue resolved and Hemlock Semiconductor making a commitment to move forward with the expansion of the WWTP as scoped, SolarTechnologies, LLC, is requesting discharge of non-industrial effluent into the sanitary sewer. There is an agreement missing for Thomas Township to allow Solar Technologies, LLC to discharge since they are outside our boundaries. The agreement is an Intergovernmental agreement between Thomas, Saginaw, and Richland Townships. I have received a draft agreement; however, I disagree with the terms. I have communicated with Saginaw Township, and we are working to come to a resolution. While the agreement is being negotiated, Saginaw Township has drafted a Memorandum of Understanding that allows a 30-day window for Solar Technologies, LLC to discharge non-industrial effluent until the boards can reach and approve the agreement. The Township attorney has reviewed the MOU.
- **MATERIALS ATTACHED AS SUPPORTING INFORMATION:** Memorandum of Understanding
- **POSSIBLE COURSES OF ACTION:** Approve, Amend, Deny or Table.
- **SUGGESTED/REQUESTED MOTION:** Motion by _____, supported by _____, to approve a thirty-day Memorandum of Understanding with Saginaw Charter Township to allow Solar Technologies, LLC to connect to Thomas Township Sanitary Sewer.
- **ROLL CALL VOTE REQUIRED:** No.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") 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"), and the TOWNSHIP OF THOMAS, a Michigan general law township, with offices at 249 North Miller Road, Saginaw, MI 48609 (hereafter "Thomas").

WITNESSETH:

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 wishes to extend and connect the System, and provide wastewater collection services, to a property located within the geographic boundaries of Richland Township, Michigan ("Richland"), with such property located at or near 1881 N. Orr Drive, Hemlock, Michigan (the "Property");

WHEREAS, Saginaw, Thomas and Richland are developing a three-party agreement regarding connection of the Property to the System;

WHEREAS, Saginaw and Thomas desire to allow temporary connection of the Property to the System; and

WHEREAS, Saginaw and Thomas entered into a short-term Memorandum of Understanding effective April 10, 2025 regarding the subject matter hereof, and wish to memorialize their understanding regarding the continued temporary connection of the Property to the System by means of this Memorandum of Understanding.

NOW THEREFORE, it is agreed by and between Saginaw and Thomas as follows:

1. The Property may continue to be connected to the System temporarily between the Effective Date of this Memorandum until May 13, 2025.
2. Saginaw, Thomas and Richland shall execute a three-party agreement regarding permanent connection of the Property to the System by May 13, 2025 (the "Three-Party Agreement").
3. If Saginaw, Thomas and Richland do not execute the Three-Party Agreement by May 13, 2025, then at the sole and exclusive option of Saginaw, either: (a) the Property shall be disconnected from the System; or (b) Thomas will be billed at a surcharge fee for the Property in an amount to be determined by Saginaw.

4. 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.

5. 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.

6. 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. Saginaw and Thomas shall fully cooperate in the oversight, administration and enforcement of Laws for the Property.

7. 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. This Memorandum 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.

9. This Memorandum constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. This Memorandum supersedes any and all other agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof. This Memorandum cannot be waived, modified or amended except in writing executed by each of the parties hereto.

10. This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts together shall constitute but one Memorandum. Facsimile or scanned electronic signatures shall be considered the same as an original signature for all purposes under this Memorandum.

11. This Memorandum shall be effective as of the date of the last signature below (the "Effective Date").

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding by their duly authorized representatives effective as of the date of the last signature below.

[SIGNATURES ON FOLLOWING PAGE]

Charter Township of Saginaw

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Township of Thomas

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____