

**INTERLOCAL AGREEMENT BETWEEN  
THE VILLAGE OF LAKE ORION AND ORION TOWNSHIP**

**THIS INTERLOCAL AGREEMENT** entered into between **THE VILLAGE OF LAKE ORION**, whose address is 21 E Church Street, Lake Orion, MI 48362 (Village), and the **CHARTER TOWNSHIP OF ORION**, whose address is 2525 Joslyn, Lake Orion, MI 48360 (Orion and/or Township), and **ROBERT/JUSTINI CO, LLC**, whose address is 969 N Conklin Road, Lake Orion, MI 48362 (Developer), all of whom are located in the County of Oakland , State of Michigan , collectively referred to as the " parties" , shall govern the zoning development standards, the property taxes and delivery of certain municipal services and utilities to a proposed development known as Orion Townhouses (" Development")

**RECITALS**

Article VII, § 28 of Michigan Constitution of 1963, provides, in part, that two or more counties, townships, cities, villages or districts or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers each would have to perform separately; and,

The Urban Cooperation Act of 1967, being MCL 124.501 et seq., provides that public agencies may exercise jointly any power, privilege or authority that agency may exercise separately; and,

The Developer has proposed a development along the border of the Village' s and the Township's jurisdictional boundaries with a portion of the Development ("Development") being located in both the Village and the Township; (as depicted on the attached Exhibit " A"); and

By approval of this Interlocal Agreement by the respective Village Council of the Village of Lake Orion and the Township Board of Trustees of the Charter Township of Orion and Robert/Justini Co, LLC, the parties do herein reach agreement to the providing of certain services and municipal water and sewer services and other conditions as stated here in.

**THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE TO THIS INTERLOCAL AGREEMENT AS SET FORTH BELOW.**

**AGREEMENT**

Based upon the foregoing statements, the parties agree to the following terms, conditions, representations, considerations and acknowledgements and mutually agree as follows:

**Ordinance Designation**

The entire Development including that portion located in the Township will be evaluated a constructed under the terms, standards, and conditions of the Village's current Zoning Ordinance, for Zoning Multi- Family District. The Development will adhere to the standards set forth in the Village's Ordinance for Site Plan Review and for approval by the Planning Commission of the Village of Lake Orion and all other land use standards under local and state law. Once the plans for the Development are approved by the Village, any and all building permits for the Development will be handled in the same manner as are building permits for any other development within the Village and Orion Township.

All performance guarantees and reimbursements will be paid to the Township for all expenses and costs related to water, sewer, engineering and fire reviews, inspections, services,

and other typical costs and expenses. The Village will collect any reimbursement or performance guarantee for the Township Planning Review, Planning Commission Review, and road approval. The Village's approval shall be final as to the Development's land use or any variance or waiver per the Villages Ordinances

### **Public Services**

**Police Services** will be provided depending upon each unit address.

**Fire and Emergency Medical Response Services** for the entire Development will be provided by Orion Township Fire Department and its EMT personnel. All 911 fire or medical response calls from any unit within the Development will be sent to the Township Fire Department.

### **Property Taxes**

**July Tax Bills** will be sent to each and every unit within the Development whether in the Village or the Township for the services provided by the Village. July Tax Bills sent to any unit within the Development by Orion Township will include but are not limited to the Lake Orion Community School District, the Oakland Intermediate School District, the Oakland County Community College, and Oakland County.

**December Tax Bills** will be sent to each and every unit within the Development whether in the Village or the Township by the Charter Township of Orion for services provided by the Township and other taxing units; including, but not limited to, Oakland County Parks, Huron Clinton Metropolitan Parks, Orion Township Public Library and the North Oakland Transportation Authority.

### **Water Services**

The Village of Lake Orion and the Charter Township of Orion do hereby agree and approve that all water services to the Development, including those portions existing in the Village of Lake Orion, will be provided through the Orion Township Water Department and the entire Development will be considered for all purposes necessary as solely an Orion water customer. By approval and execution of this Agreement, the Village of Lake Orion waives any objection or reservation permitted by statute, ordinance or any other law and affirmatively grants permission to the Charter Township of Orion to provide water and all related water services to those portions of the Development which are located within the Village's jurisdictional boundaries of the Village. As part of this permission, the Village does hereby grant the Township reciprocal rights to any and all water utility easements and all other rights, permissions, or authority granted to the Village or Township by law to access the Development's property, any village or Township property, or any and all water infrastructure (including but not limited to pipes, meters and other water assets) for the purposes of construction, maintenance, repair, operation and other access needed for the proper operation, maintenance, repair and billing of the Township water system. Sewer Services

The Village of Lake Orion and the Charter Township of Orion hereby agree and approve that all sewer services to the Development, including those portions existing in the Village of Lake Orion, will be provided through the Orion Township Sewer Department and the Development will be considered for all purposes necessary as solely an Orion sewer customer. By approval and execution of this Agreement, the Village of Lake Orion waives any objection or reservation permitted by statute, ordinance or any other law and affirmatively grants permission to the Charter Township of Orion to provide sewer and all related sewer services to those portions of the Development which are located within the jurisdictional boundaries of the Village. As part of this permission, the Village does hereby grant the Township reciprocal rights to any and all sewer utility easements and all other rights, permission, or authority granted to the Village or Township by law to access the Development's property, any Village or Township property, or any and all sewer infrastructure (including but not limited to pipes, meters and other sewer assets) for the

purposes of construction, maintenance , repair, operation and other access needed for the proper operation, maintenance , repair and billing of the Township sewer system.

The Developer shall pay the Township all normal and customary charges, fees and expenses for the connection to both water and sewer services; including tap fees, inspection fees, and all other normal and customary charges to Orion water customers.

#### **Addresses of Condominium Units**

The addresses of the ten (10) residential condominium units will be consecutive negative numbers beginning with 601 E Flint Street and continuing through and including 619 E Flint Street.

#### **Approval**

This Agreement is subject to and conditioned upon the approval by majority vote of the Village of Lake Orion Council and the Charter Township of Orion Board of Trustees.

#### **Robert/Justini Co., LLC**

By execution of this Agreement, Robert/Justini Co., LLC, as Developer of the Development, does hereby acknowledge its understanding and agreement to the terms and conditions stated herein. Robert/Justini Co., LLC agrees to cooperate, permit access and otherwise allow both the Village and the Township to conduct any and all necessary inspections, testing, maintenance, repairs, reconstruction or other necessary actions related to the Township's delivery of water and sewer services. Further, Robert/Justini Co., LLC understands and agrees that the Agreement is intended to run with the land and is enforceable to all current and future owners or others with any property interest.

#### **Liability and Insurance**

Each party shall assume responsibility for the acts and omissions of its own personnel acting pursuant to the Agreement to the same extent as all other Village and/or Township personnel; including to the extent that such personnel are insured, indemnified or otherwise protected when acting within the participating party's respective municipal limits.

To the extent and as otherwise provided by law, the parties agree to be responsible for the negligent or wrongful acts or omissions of the respective employees or volunteers. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other party or parties for claims including each other, for damage or liability arising out of or stemming from an act or action of any party.

The parties agree that at all times and for all purposes under the terms of this Agreement there is not an employer/employee relationship between the parties, nor is a right or benefit associated with an employer/employee relationship implied by the terms of this Agreement, services, activities or duties performed under this Agreement.

Each party shall maintain its own insurance, responsibilities and obligations for any and all acts of its employees, representatives, and officials as it relates to any claim, action, or circumstance arising out of this Agreement.

Each party shall provide the others with prompt notice of any claim, complaint or charge or any other accusation or allegation of negligence or wrongdoing, whether civil or criminal in nature, that another party becomes aware of and which involves the performance of activities or duties under this Agreement. Unless otherwise provided by law and/or Michigan court rule, the parties agree to cooperate with one another in any investigation conducted by the other party of any acts or performances of any activities under this Agreement, modification, termination and/or enforcement.

This Agreement sets forth the entire agreement between the parties. This Agreement may

only be amended in writing and as approved by resolution of the appropriate governing bodies of the Village and Township, with the effective date of the amendment being the date of approval.

This Agreement shall remain in effect until terminated by both the Village and the Township. While termination of this Agreement may be proposed by either the Village or the Township, no termination may be approved without both the Village and the Township reaching an understanding and agreement as to a mutually acceptable alternate division of the allocation of services provided herein. Robert/Justini Co., LLC has no authority or right under this Agreement to alter, prevent or prohibit the Village 's or the Township' s right to modify or alter the terms of this Agreement.

If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from the Agreement. The remainder of the Agreement shall remain in full force and effect.

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or Court Rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6<sup>th</sup> Circuit Court, Oakland County, Michigan where jurisdiction and venue are proper.

VILLAGE OF LAKE ORION

By: Kenneth Van Dyke

Its: Council President

Dated: 9/10/19

CHARTER TOWNSHIP OF ORION

By: CK

Its: Township Supervisor

Dated: 9/11/19

VILLAGE OF LAKE ORION

By: Susan C. Saley

Its: Village Clerk

Dated: 9/10/2019

CHARTER TOWNSHIP OF ORION

By: Randy Skults

Its: Township Clerk

Dated: 9/11/19

ROBERT/JUSTIN CO., LLC

By: JG

Its: OWNER

Dated: 9/16/19