

**AGREEMENT FOR WINTER MAINTENANCE SERVICES
BETWEEN THE VILLAGE OF LAKE ORION
AND NEWTON CT. HOMEOWNERS' ASSOCIATION**

THIS AGREEMENT entered into as of this ____ day of _____, by and between the **VILLAGE OF LAKE ORION**, a Michigan municipal corporation, (herein called the VLO) and **NEWTON CT HOMEOWNERS' ASSOCIATION** (herein called "HOA"). The parties hereto agree as follows:

WHEREAS, a recent audit and review of the roadway classifications within the Village of Lake Orion has been conducted. It has been confirmed that Newton Ct. is designated as a private road under Michigan Public Act 51 of 1951; and

WHEREAS, Newton Ct. is a private road, and the Village of Lake Orion is not authorized to use public funds for the maintenance of this roadway including snow plowing, salting, or other seasonal services; and

WHEREAS, VLO has provided winter maintenance services in the past, however, it can no longer do so without this Agreement and appropriate charges for such services; and

WHEREAS, VLO recognizes the importance of reliable winter maintenance and is offering these services to the private road residents for a fee; and

WHEREAS, the private road will receive the same services and care similar to the public roads in the Village of Lake Orion.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. Scope of Work

- 1.01 The VLO will provide snow removal services on private roads within this jurisdiction pursuant to this Agreement for services when snowfall exceeds three (3) inches or during declared snow emergencies.
- 1.02 The VLO shall carry out and perform the Services in a timely and proper manner. The Parties shall be governed by and the Services shall be performed in accordance with the terms and conditions contained in this Contract.

2. Contract Term

- 2.01 This contract shall be effective for a one year seasonal term commencing in 2025 and through the early winter months of 2026, but no later than March 31, 2026.

3. Personnel and Administration

3.01 The VLO shall provide the necessary labor to perform the Services. The VLO shall engage only competent, efficient employees to perform the Services and shall not use any person unfit or without sufficient skill to perform the work assigned to him/her hereunder.

4. Equipment and Materials

4.01 Unless otherwise stipulated in this Contract, the VLO shall furnish all tools, equipment, supplies, work accessories, supervision and transportation necessary for the complete and proper performance of the Services. The VLO shall provide and perform all necessary labor in a substantial and workmanlike manner and in strict accordance with the provisions of the Contract.

4.02 Unless otherwise stipulated, all materials, supplies, and equipment shall be of good quality.

4.03 All tools, equipment, and devices owned and used by the VLO in the Performance of the Services shall remain the property of the VLO.

5. Compensation

5.01 Upon the performance of the Services by the VLO and upon receipt of an accurate invoice, Newton HOA agrees to pay the VLO for 16 occurrences totaling Five Hundred Twenty-four and 49/100 Dollars (\$524.49), which is broken down per pass as follows:

Labor Cost	Truck Cost	Salter Cost	Cost Salt per pass	Subtotal
\$11.18	\$14.82	\$1.57	\$.94	\$ 28.51 Per event cost
				16 occurrences
				\$456.08 Total
				15% Admin Fee
				<u>\$524.49</u> GRAND TOTAL

5.02 The VLO shall, in a timely manner, invoice the HOA for all work performed. **Payment shall be made within fourteen (14) days of receipt of the invoice.**

6. Arbitration, Indemnification and Insurance

6.01 Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit

Court, the 52-3 District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 52-3 District Court.

6.02 Indemnification

To the fullest extent permitted by law, the HOA and any entity or person for whom the HOA is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the Village of Lake Orion, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the VILLAGE, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the HOA including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the VILLAGE.

7. Termination

- 7.01 If the Contract is to be terminated, the HOA will pay the VLO only for the services rendered prior to termination, which payment shall constitute full and complete payment and satisfaction under the Contract. VLO shall give written notice to the HOA of such termination specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination, for any reason as determined by the VLO.

8. Fair Employment Practices

- 8.01 In accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and equal employment opportunity, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, the HOA agrees that it will not discriminate against any person, employee, or applicant for employment, with respect to his/her hire, tenure, terms, conditions, or privileges of

employment because of his/her religion, race, color, national origin, age, sex, height, weight, marital status or handicap, that is unrelated to the individual's ability to perform the duties of a particular job or position.

9. Miscellaneous

9.01 No waiver of any breach shall affect or alter this Contract. But each and every covenant, term and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. This Contract shall be governed by the laws of the State of Michigan.

9.02 Unless the context expressly requires otherwise, the words "herein", "hereof" and "hereunder" and other words of similar import, refer to this Contract as a whole, and not to any particular article or section.

10. Governing Law

This Agreement shall be governed by the laws of the State of Michigan. The parties acknowledge that this Agreement pertains to property located in the State of Michigan, and the parties submit to the jurisdiction of the courts of Oakland County, Michigan.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties. No change, addition or modification to this Agreement shall be effective unless signed in writing by both parties.

In the Presence of:

VILLAGE OF LAKE ORION

By: _____
Darwin D.P. McClary, Village Manager

NEWTON CT. HOMEOWNERS'
ASSOCIATION

By: _____

Its: _____