

## ATTACHMENT 7

### MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the Clay Township Regional Waste District, a political subdivision and municipal corporation existing under the laws of the State of Indiana (the "District") and \_\_\_\_\_ (the "Owner/Developer"), WITNESSES THAT:

WHEREAS, the Owner/Developer has caused to be constructed under private contract certain sewer facilities to serve \_\_\_\_\_, which have been connected to the District's system (the "Sewer Facilities"); and

WHEREAS, by separate documents being delivered concurrently herewith, the Owner/Developer is conveying title to the Sewer Facilities to the District and is providing or has provided the District with all other documentation required under Ordinance 12-10-2001 as well as other Ordinances, Policies or Procedures for Assignment and Dedication to the Clay Township Regional Waste District of Sewers and Related Facilities Constructed Under Private Contract as may be adopted by the District's Board of Trustees; and

WHEREAS, prior to accepting the Sewer Facilities as a part of its system, the District has required that the Owner/Developer enter into this Maintenance Agreement and the Owner/Developer is willing to do so;

NOW THEREFORE, in consideration of the covenants, agreements and undertakings hereinafter provided, and each act to be performed hereunder, the District and the Owner/Developer agree that:

1. Indemnification Regarding Costs of Constructing the Sewer Facilities. The Owner/Developer, its successors and assigns, shall defend, indemnify and hold harmless the District from any claims, demands, liens and suits by any person for the payment for labor, materials or equipment furnished or used in constructing and installing the Sewer Facilities.

2. District's Responsibility for Maintenance of the Sewer Facilities. Following the Owner/Developer's conveyance of title to the Sewer Facilities to the District, the District shall have full and exclusive responsibility for the operation, control and maintenance of the Sewer Facilities, except as limited by paragraph 3 below.

3. Owner/Developer's Responsibility for Cost of the Maintenance of the Sewer Facilities. For a period of three (3) years following the effective date of this Agreement, the Owner/Developer, its successors and assigns, shall remain responsible for, and pay the cost of, the maintenance and repair of the Sewer Facilities to the extent such maintenance and repair (a) is required because the Sewer Facilities no longer are in compliance with the performance standards required by the District's ordinances or cannot pass performance tests which were conducted on the Sewer Facilities prior to their dedication to and acceptance by the District, (b) is not routine maintenance for which the District is responsible, and (c) was not caused by the acts or omissions of the employees, agents or contractors of the District. If repairs or maintenance are required to the Maintenance Agreement and the District contends the Owner/Developer is responsible for such repairs or maintenance, the District will so notify the Owner/Developer in writing and give the Owner/Developer a reasonable period of time, consistent with the need for the repairs or maintenance required, to take whatever corrective action is required including, but not limited to warranty repairs authorized by manufacturers or materialmen. If the defect or problem requiring repair or maintenance has created an emergency requiring immediate corrective action, the District shall so notify the Owner/Developer and if the Owner/Developer is not able to respond immediately, the District shall take whatever action necessary and as soon thereafter as possible notify the Owner/Developer in writing of the nature of the corrective action taken and the cost thereof. In the event the Owner/Developer disputes the District's determination that the Owner/Developer is responsible for any particular repair or maintenance activity, the Owner/Developer shall be entitled to a hearing before the District's Board of Trustees to challenge the District's determination.

4. Assignment of Warranties. The Owner/Developer hereby assigns to the District all of its rights, duties and obligations under any and all warranties, express or implied, issued in the favor of the Owner/Developer by its contractors or suppliers with respect to the Sewer Facilities. Concurrently herewith, the Owner/Developer has provided to the District copies of all written warranties which it has received from its contractors or suppliers with respect to the Sewer Facilities.

5. Termination. This Agreement shall terminate and be of no further force on the third anniversary of the date first above written.

IN WITNESS WHEREOF, the District and the Owner/Developer have caused this Maintenance Agreement to be executed as of the date first above written.

CLAY TOWNSHIP REGIONAL WASTE DISTRICT

By: \_\_\_\_\_

President

Printed Name \_\_\_\_\_

OWNER/DEVELOPER

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Printed Name \_\_\_\_\_