



# Dedication of Improvements

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In order to establish a consistent system for approval of the dedication of privately constructed public improvements to Whitestown for long term maintenance, the following process will be followed. The process will be the same regardless of whether the improvements involve streets, curbs, sidewalks, trails, storm water systems, water mains, or sanitary sewer collection system infrastructure. A dedication of improvements is not considered approved unless and until it has been acted on by the Town Council for Whitestown. Approval of dedication by the Council will provide documentation for the completion of the improvements in accordance with the Town's specifications and establish a beginning date for any required maintenance bonds.

1. The Developer will complete all facilities and testing in accordance with approved plans and specifications and per local, state and federal guidelines. Such work will be completed with on site inspectors from Whitestown Municipal Utilities (WMU) present according to the Town's inspection requirements. Air tests, mandrel tests and any water or sewer line pressure tests and water main bacteriological testing must be completed prior to the next step in the process. Results of all tests are to be submitted to WMU.
2. The Developer will then indicate its readiness to dedicate improvements to the Town by contacting staff at WMU so that a walk-through inspection can be completed. Such inspection will include CCTV televising (at the Developer's expense) of all underground facilities following the completion of work by other public utilities such as telephone, power, cable television, fiber optic, etc. Prior to the said walk-through, streets, curbs, sidewalks and trails must also be completed. Appropriate erosion control measures are required to be in place. Televising work shall be completed in standard DVD format for playback on computer or DVD equipment. The developer and/or its contractor must verify through the inspection process that any mechanical plugs have been removed from active sanitary sewer mains.
3. Following the Town's site inspection and review of the CCTV videos, WMU staff will issue an acceptance letter if the work is deemed satisfactory or a deficiency notice if the work is not ready for acceptance. Any deficiencies identified in the notice will be corrected by the developer and/ or its contractor. Town personnel must be present to energize any new water mains following satisfactory completion of all inspections and testing. Contractors shall not manage valving on any of the Town's existing water distribution system without WMU personnel being present.
4. Once any deficiencies are corrected and the work has been re-inspected by Town staff, or if the work was already deemed acceptable, the Town will issue a letter of acceptance. At this time, the Developer is to provide on the Town's standard forms, a bill of sale and vendor's affidavit, an engineer's certification, a set of as-built record drawings displaying all of the utilities' locations and elevations (hard copy, CAD files and PDF files), any deeds for lift stations, permanent easement documents, a building lot inventory and address list, and a copy of the recorded plat if a subdivision is involved. The Developer will provide completed originals of the Town's standard forms for execution by the Town Council following completion of all inspections.
5. The aforementioned engineer's certification shall affirm that the project has been built per the approved plans and specifications and that all improvements are in public right-of-way or easements.

6. Once all required inspections have been completed and the Town has issued a letter of acceptance, the Utility Manager will schedule the dedication request for Council approval as a specific agenda item, or as part of a Consent agenda along with other similar requests. Following an item's inclusion on the Council's published agenda, the Council will then vote to accept or reject the dedication and may do so with or without conditions.
7. Water and sewer connection permits may not be issued by WMU until the Council takes action on the Developer's dedication request unless specifically authorized by other Council action or by agreement with the Town. The Town may consider unique factors such as weather conditions, the need for the Developer to begin model homes or other unique circumstances such as a deadline-driven home show where delays in construction of buildings creates a significant risk for the Developer or the Town. In addition, WMU may be authorized to issue conditional permits that enable the Developer to obtain building permits and commence building construction but which may not allow connection to the facilities which are the subject of a dedication request.
8. If any conditional water and sewer connection permits are authorized by the Town, the conditions of such permits shall be strictly followed. Failure to do so could result in a suspension of permit authority or inspection activities, and the Town may assess additional fees, fines or penalties for non-compliance.
9. The Utility Manager will notify the Developer of any Town Council action related to the development in question. If dedication has been approved, the Letter of Acceptance will be issued by the Town and the developer will then provide 100% performance bonds on any infrastructure that has not been completed such as the asphalt topcoat, etc., and a three (3) year 10% maintenance bonds on all completed improvements being publicly dedicated. These bonds shall be dated the same date of Council action as reflected in the Council's meeting minutes. Developers must also execute and provide the Town's Standard Maintenance Agreement.
10. Once the Town has received the required performance and maintenance bonds and the Maintenance Agreement, the subdivision or project will be open to unrestricted permit issuance unless otherwise noted in the Town's Letter of Acceptance.
11. The Town and/or WMU staff will perform interim inspections 18 months and 30 months after dedication approval to ensure that improvements still meet Town requirements. Deficiency letters will be sent to Developers if any defects are found in those interim inspections. All deficiencies must be corrected before maintenance bonds will be released.
12. The Town and/or WMU staff will perform a final inspection prior to expiration of maintenance bonds to identify any outstanding deficiencies that still require correction. The Town will issue a letter releasing maintenance bonds following a satisfactory final inspection and Town will then assume maintenance responsibility.
13. If at any time during the dedication process, or during the period of the maintenance bonds, it is determined that the Developer is unable or unwilling to complete corrective actions or remedy deficiencies, then the Council may authorize a Stop Work order or withhold permit authority until such time as cooperation is obtained from the Developer.

# Engineer's Certification Form

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We, the undersigned engineers, known as:

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for the public improvements on a real estate development project commonly known as:

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\_\_\_\_\_ (The Project)

located at:

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in Boone County, Indiana, do hereby certify that to the best of our knowledge, The Project has been built in accordance with the plans approved by the Town of Whitestown and Whitestown Municipal Utilities, and has passed all required tests under State law and/or specifications and Ordinances of the Town of Whitestown and Whitestown Municipal Utilities.

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*Date*

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*Engineering Firm*

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*Signed*

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*Printed Name*

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*Title/ Project Role*



# Sewer and Water Capacity Application

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In order for permit fees to be calculated and to enable Whitestown Municipal Utilities (WMU) to conduct an initial project review, developers or their agents shall provide a completed Preliminary Project Application for each new development project. The application details the anticipated water consumption and wastewater treatment requirements. The applicant must also provide fire flow data for any exterior fire protection and any interior fire suppression systems. Irrigation system needs shall also be identified.

Along with the WMU application, developers shall provide plans for review. One set of prints shall be provided for the WMU office along with a PDF of the plans via email for WMU to retain. WMU will complete an internal review of water, sewer and storm systems, including metering requirements based on this preliminary plan submission.

As part of the application process, each developer will execute the WMU's "Memorandum of Understanding for Plan Review and Inspection Services" which will serve as the project plan review and inspection agreement between WMU and the developer. Payment of plan review and inspection fees per the agreement will be based on an estimate of the hours needed for the project by WMU staff or engineering consultants at current hourly rates. A portion of these fees will be collected with the execution of the agreement. If the extent of the inspection services exceeds the estimate, then WMU will have the right to invoice the developer for the difference. If the difference is not paid, then WMU will suspend inspection services. All inspection services provided by WMU staff will be documented with an Inspector's Daily report which can be made available for the developer upon request.

Once WMU staff has completed its internal review, the Utility Manager will forward the plans along with WMU staff comments to an outside engineer working for WMU to complete the technical review of water, sewer, drainage and road plans to ensure final compliance with WMU specifications and master planning requirements. The preference for the reviews is to have the staff and the outside engineering review completed prior to the Boone County TAC meeting. In this way, any infrastructure comments can be addressed in advance.

The IDEM permit applications for water or sewer main extensions shall be considered the final project applications. On all state level permits, WMU should be listed as an effected party on the mailing labels so that copies of the permits are sent to WMU.

Developers will be required to pay all water and sewer capacity fees prior to infrastructure work commencing unless an alternative payment schedule has been arranged through the water and sewer service agreement. The developer or their contractor must contact the WMU office to arrange for a pre-construction meeting where final plans will be stamped for approval on the project, and inspection schedules can be arranged.

# Preliminary Application for Capacity

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The primary purpose of this application is to establish project information and develop capacity fee estimates for water and sewer service. After satisfactory final review of the project plans, connection and application fees will be due before the individual connection permits can be issued. Capacity fees, recoupment fees, and inspection fees for the project must be paid prior to the start of any infrastructure development.

The following information must be submitted with the application:

- One (1) site plan showing the proposed facility with water and sewer connections. If this application is submitted electronically, then the plans should be provided in PDF format.
- A project description narrative including the type of facility/product.

## ***Project Information***

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Project Name:

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Project Location:

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Is the project located within the Town limits of Whitestown?  Yes  No

Is the project going to be annexed into the Town limits of Whitestown?  Yes  No

Is the project located within the Whitestown Municipal Utilities Service Area?  Yes  No

Anticipated date of occupancy:

Project Narrative Description (uses, occupancy, schedule, purpose, etc.):

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## ***Owner & Billing Information***

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Owner/Developer:

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Contact Name:

Contact Address:

Contact Phone:

Contact Mobile:

Contact Email:

Billing Address (if different than above):

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***Engineer Information***

Engineer: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

***Additional Information***

Has a legal description or plat been provided?  Yes  No

Has a site map with the project location and zoning designation been provided?  Yes  No

Will an IDEM Construction Permit be required?  Yes  No

If yes, then please provide a copy of the IDEM design summary forms when requesting a wasteload allocation letter. Whitestown Municipal Utilities shall be listed as an affected party on the IDEM application for a sanitary sewer construction permit.

***Fire Flows***

Will the building (or property) have a separate fire protection system or internal sprinkler system?  Yes  No

If yes, please attach a description of the system, anticipated water demand in terms of pressure and flow requirements, calculations, and proposed system specifications.

Anticipated construction schedule: From: \_\_\_\_\_ To: \_\_\_\_\_

## ***Design Flow***

WMU charges new developments with a capacity fee for water and wastewater daily usage per Indiana Administrative Code (IAC) 327. The capacity fee is based on the anticipated amount Equivalent Dwelling Units (EDU) of the proposed facility or facilities. One EDU is equal to 310 gallons per day (gpd) or one single family home.

In terms of Table 11-1 from the IAC 327 Section 3-6-11, provide an estimate of daily wastewater flow with supporting calculations and narrative based on usage:

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### **Design Flow (Units or Square Footage)**

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Estimated Wastewater Flow Calculations/ Narrative:

Summary: \_\_\_\_\_ units @ \_\_\_\_\_ gpd/unit = \_\_\_\_\_ gpd  
1 unit = 1 \_\_\_\_\_ **TOTAL** **gpd**

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By my signature below, I affirm that the project information contained in this application is complete and truthful. I understand that changes to the project plans may require an updated application and that any fee information may also need to be adjusted based on such changes to the project.

Whitestown provides no promises, covenants, guarantees, or warranties, through this Application or otherwise, regarding the final costs and fees or availability of service. Nor does the Application provide any rights to the Owner/Developer or impose any obligations on Whitestown.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signed, Owner/Developer/ Agent*

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

# Inspection Process:

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In the interest of promoting orderly development between WMU staff and developers or builders, WMU will try to accommodate the inspection needs of contractors. In order to schedule inspections, whether for a sewer or water service connection or main line installations, developers or their contractors must call the main office for WMU at least 48 hours in advance of the desired inspection. If a pre-construction meeting has not been held with WMU staff on main line water and sewer projects, then no inspections will be scheduled. Inspections requested with less than 48 hours notice will be scheduled at the discretion of the WMU inspector. Exceptions may be allowed for emergencies where damage to existing underground facilities has occurred, or where public safety is at risk.

For residential or commercial subdivision development, including water main extension, sanitary sewer main collection system extensions, roadway and storm drainage installations, developers or their contractors must contact the WMU office to schedule a pre-construction meeting and arrange for inspections. A project schedule must be provided. The developer/ contractor must highlight any installations which will span days or weeks in order to schedule inspections.

When critical water or wastewater activities occur which could affect specification compliance or the functioning of a completed water or sewer main, then a WMU representative must be on site to observe the installation before it is covered with soil or other backfill materials. WMU is to provide 100% inspection while water and sewer main installation is occurring. Failure to have WMU inspector on-site prior to backfilling water or sewer lines could result in the developer/ contractor being required to excavate and expose completed work to ensure compliance with specifications. In this case, alternative or additional remedies such as televising could also be required.

For street construction, WMU will need to inspect the work at the following stages of construction:

1. Street specifications for public or private streets are the same and must be inspected.
2. Grading activities prior to final street grading and proof roll; curb hub staking must be in place.
3. Proof roll following lime stabilization; if the initial proof roll fails and soft spots cannot be cured by additional lime applications, then undercutting and backfilling with stone may be allowed per Whitestown standards. Geotextile fabric may be required to support stone in some cases or to bridge soft spots where lime stabilization is not feasible.
4. Subsurface drains and all storm, utility conduit, sanitary and water crossings.
5. Curbs & stone base.
6. Second proof roll with stone base completed.
7. Binder asphalt
8. Prior to release of performance or maintenance bonds, additional inspections may be required to ensure specification requirements. Any deficiencies must be corrected and asphalt topcoat cannot be laid without expressed Town approval.

# Memorandum of Understanding for Plan Review and Inspection Services

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**Project Name:**

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**Project Location:**

**Owner/Developer:**

**Contact Name:**

**Contact Address:**

**Contact Phone:**

**Contact Mobile:**

**Contact Email:**

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The Owner/Developer requires Whitestown and/or Whitestown Municipal Utilities ("Town") to provide preliminary engineering plan review and infrastructure inspection services (which services do not include construction engineering or construction staking) in order to assure that the above named project is designed and constructed in accordance with Town standards, specifications, and approvals. The Owner/Developer hereby agrees to the following terms and conditions.

Plan review and inspection services will be in accordance with policies and procedures of the Town and will help ensure specification compliance for acceptance of the project into the Town's system for maintenance, provided that the Owner/Developer and its representatives adhere to all applicable agreements, ordinances, rules, regulations, polices and/or procedures. Acceptance of design plans and completed infrastructure shall be at the Town's sole discretion.

The Owner/Developer shall indemnify and hold the Town harmless from any and all damages and/or claims for liability, including all costs and attorneys' fees, arising out of any act, omission, or negligence of the Owner/Developer and/or its direct/indirect representatives or employees, in performing under this memorandum.

The Town agrees to perform inspection services for a fee of \$28.00 per hour of actual time spent on the project by Town personnel. Overtime rates at time-and-one-half will apply for inspection services performed after normal business hours. Inspection services provided by the Town are intended/expected to occur while any and all infrastructure work is underway on the project. Documentation of all such inspection services performed by the Town or its agents shall be maintained to support performance of these services and made available on request.

The Owner/Developer recognizes that the Town may engage a consulting firm as a part of the project plan approval process and/or inspection services in order to ensure that the project plans and construction comply with all Town construction standards, specifications, and approvals. In the event a consulting firm performs such plan review or inspection services on behalf of the Town, the Owner/Developer agrees to pay the actual costs billed by the consulting firm along with a fee of 5% of the consulting firm's hourly rate for each hour that such services were performed on the project in

addition to the hourly amount due the consultant for such plan review or inspection services. The Owner/Developer estimates the time for completion of the project as \_\_\_\_\_ weeks. Based on that completion estimate, the Town makes the following good faith estimate of costs under this memorandum:

- The estimated plan review time is \_\_\_\_\_ hours.
- The estimated inspection time is \_\_\_\_\_ hours per week.
- The estimated time for completion of the project is \_\_\_\_\_ hours.
- The total estimated cost for plan review and inspection services is \_\_\_\_\_

The Owner/Developer agrees to pay fifty percent (50%) of the total estimated cost in this memorandum upon submission hereof to the Town. Checks shall be made payable to Whitestown Municipal Utilities. The final plan review and inspection costs will be based on the actual number of hours of plan review and inspection services required to satisfactorily complete the project. The balance of the total plan review and inspection costs are to be paid within thirty (30) days of final invoicing by the Town. The Town will not provide acceptance of any work nor release any performance bonds until all fees are paid in full.

IN WITNESS WHEREOF, the Owner/Developer has hereunto set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Signed, Owner/Developer/ Agent*

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

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Mailing Address*

IN WITNESS WHEREOF, the Town, by its Utility Manager Jason Lawson, hereby accept the foregoing memorandum and has herewith set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Jason Lawson, Utility Manager  
Whitestown Municipal Utilities  
6999 Lexington Circle  
Zionsville, Indiana 46077



# Work in Right-of-way Application

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## Permit Terms and Conditions

In accordance with the Whitestown Code of Ordinances, the Applicant acknowledges and agrees to the following, as evidenced by signature below.

Any street cut, trench, access pit or other construction activity accomplished under this permit shall be restored per applicable specification(s) as set out in the Whitestown Standard Details and Specifications. Restoration work shall be accomplished within five (5) working days of completion of the principal work activity for which the permit was issued. It shall be the Applicant's responsibility to temporarily restore and maintain vehicle and/or pedestrian access, and ensure safety of any street cut, trench, or access pit pending final restoration. Acceptance of temporary and final restorations, and ultimately, release of surety, shall be subject to approval by Whitestown.

1. Restoration methods and materials are set out in the Whitestown Standard Details and Specifications. Flowable fill may be substituted for granular backfill with Town approval.
2. Any sod, plantings, or other landscaping materials or features disturbed as a consequence of work under this permit shall be restored in kind to as good or better condition. Acceptance shall be subject to approval by Whitestown.
3. The Applicant shall be responsible to provide, erect, and maintain any necessary signs, barricades, lights, and/or other warning devices required to safely direct vehicular and pedestrian traffic over, around or through the work site, and to protect vehicles and pedestrians from any work site hazards. In the event a two-way, two-lane roadway is restricted to one lane, traffic control personnel will be required, unless waived in writing by Whitestown. If access is severely restricted, then the applicant shall contact the Whitestown Police and Fire Departments and provide notification of any traffic restrictions.
4. The Applicant shall assume all responsibilities for any injuries or damages to persons or property resulting directly or indirectly from the work under this permit.
5. The Applicant shall notify Whitestown prior to commencement and again upon completion of the work under this permit so that appropriate inspections can be completed to ensure specification compliance.
6. The \$5,000 bond posted herewith in compliance with the Whitestown Code of Ordinances shall not be released for a period of three (3) years from the date of completion of the work and shall not be released without written acceptance of improvements and restoration by Whitestown.

***For office use:***

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Whitestown Permit Number:

Approved by:

Permit Fee:

Check    Other

Bond #

Bond Company:

Received:

On File:

Waived:

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***Project Information***

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Project Name:

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Project Location:

Provide detailed description of location at which work is to be performed, including the assigned street address if available.

Type of work:    Road Cut    Work in Right-of-Way

Anticipated start date:

Anticipated finish date:

Detailed Purpose of work (install irrigation, water line, sanitary sewer, telephone, fiber optic cable, erect signage, etc.):

Scope of work (Open cut, directional drilling, in pavement, off pavement, etc.). Include dimensional information (length, width, depth) and cross-reference to other nearby permanent physical features if no distinct address is available for the work. Attach 11"x 17" plans or drawings.

Mandatory \$5,000 bond submitted with permit application?

Yes    No

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***Applicant Information***

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Applicant:

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Contact Name:

Contact Address:

Contact Phone:

Contact Mobile:

Contact Email:

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### ***Inspection Process:***

In the interest of promoting orderly development between WMU staff and developers or builders, WMU will try to accommodate the inspection needs of contractors. In order to schedule inspections, whether for a sewer or water service connection or main line installations, developers or their contractors must call the main office for WMU at least 48 hours in advance of the desired inspection. If a pre-construction meeting has not been held with WMU staff on main line water and sewer projects, then no inspections will be scheduled. Inspections requested with less than 48 hours notice will be scheduled at the discretion of the WMU inspector. Exceptions may be allowed for emergencies where damage to existing underground facilities has occurred, or where public safety is at risk.

For residential or commercial subdivision development, including water main extension, sanitary sewer main collection system extensions, roadway and storm drainage installations, developers or their contractors must contact the WMU office to schedule a pre-construction meeting and arrange for inspections. A project schedule must be provided. The developer/ contractor must highlight any installations which will span days or weeks in order to schedule inspections.

When critical water or wastewater activities occur which could affect specification compliance or the functioning of a completed water or sewer main, then a WMU representative must be on site to observe the installation before it is covered with soil or other backfill materials. WMU is to provide 100% inspection while water and sewer main installation is occurring. Failure to have WMU inspector on-site prior to backfilling water or sewer lines could result in the developer/ contractor being required to excavate and expose completed work to ensure compliance with specifications. In this case, alternative or additional remedies such as televising could also be required.

For street construction, WMU will need to inspect the work at the following stages of construction:

1. Street specifications for public or private streets are the same and must be inspected.
2. Grading activities prior to final street grading and proof roll; curb hub staking must be in place.
3. Proof roll following lime stabilization; if the initial proof roll fails and soft spots cannot be cured by additional lime applications, then undercutting and backfilling with stone may be allowed per Whitestown standards. Geotextile fabric may be required to support stone in some cases or to bridge soft spots where lime stabilization is not feasible.
4. Subsurface drains and all storm, utility conduit, sanitary and water crossings.
5. Curbs & stone base.
6. Second proof roll with stone base completed.
7. Binder asphalt

Prior to release of performance or maintenance bonds, additional inspections may be required to ensure specification requirements. Any deficiencies must be corrected and asphalt topcoat cannot be laid without expressed Town approval.

By my signature below, I acknowledge that I have read and agree to the terms of this permit application. I understand that failure to follow these terms and conditions could result in issuance of a Stop Work Order or assessment of fines and additional permit fees according to the Town's ordinances.

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*Date*

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*Signed, Applicant*

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*Printed Name*



# Maintenance Agreement

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THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Town of Whitestown ("The Town"), Whitestown Municipal Utilities ("WMU"), existing under the laws of the State of Indiana and

\_\_\_\_\_ (the "Owner/Developer"),

WITNESSES THAT:

WHEREAS, the Owner/Developer has caused to be constructed under private contract certain water, sewer or other public infrastructure facilities ("The Facilities") which have been completed under the Town's Ordinances; and

WHEREAS, by separate documents being delivered concurrently herewith, the Owner/Developer is conveying title to the Facilities to the Town and is providing or has provided the District with all other documentation required under the Town's Ordinances as well as other Town or Utilities Resolutions or Policies for Dedication to the Town of public Facilities constructed under private contract as may be adopted by the Whitestown Town Council ("The Council") or Utility Service Board ("The Board"); and

WHEREAS, prior to accepting the Facilities for public use, the Town 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 Town and the Owner/Developer agree that:

1. Indemnification Regarding Costs of Constructing the Facilities. The Owner/Developer, its successors and assigns, shall defend, indemnify and hold harmless the Town 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 Facilities.
2. Town's Responsibility for Maintenance of the Facilities. Following the Owner/Developer's conveyance of title of the Facilities to the Town, the Town shall have full and exclusive responsibility for the operation, control and maintenance of the 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 Facilities to the extent such maintenance and repair
  - a. is required because the Facilities no longer are in compliance with the performance standards or construction specifications required by the Town's ordinances or cannot pass performance tests which were conducted on the Facilities prior to their dedication to and acceptance by the Town,
  - b. is not routine maintenance for which the Town is responsible, and

- c. was not caused by the acts or omissions of the employees, agents or contractors of the Town.

If repairs or maintenance are required to be made under this Maintenance Agreement and the Town contends the Owner/Developer is responsible for such repairs or maintenance, then the Town 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 material man. If the defect or problem requiring repair or maintenance has created an emergency requiring immediate corrective action, the Town shall so notify the Owner/Developer and if the Owner/Developer is not able to respond immediately, then the Town 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 Board to challenge the Town's determination. At such hearing, the Board will consider the Owner/Developer's dispute and make a recommendation to the Council which shall have final authority over any such disputes.

- 4. Assignment of Warranties. The Owner/Developer hereby assigns to the Town 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 Facilities. Concurrently herewith, the Owner/Developer has provided to the Town copies of all written warranties which it has received from its contractors or suppliers with respect to the Facilities.
- 5. Termination. This Agreement shall terminate and be of no further force on the third anniversary of the date first above written unless extended by action of the Board or Council.

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

WHITESTOWN TOWN COUNCIL

OWNER/DEVELOPER

\_\_\_\_\_  
*Signed, Town Council President*

\_\_\_\_\_  
*Signed, Owner/Developer*

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

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

\_\_\_\_\_  
*Name of Development Company*



# Letter of Improvement Acceptance

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From: The Town of Whitestown/Whitestown Municipal Utilities

To: \_\_\_\_\_  
*Developer of Project*

Date: \_\_\_\_\_

## **RE: Acceptance of Improvements**

This letter is to notify you that the above referenced Project is now ready to proceed with the dedication of improvements to the Town. Inspections have been completed by the Town and any deficiencies that had been previously noted have been satisfactorily resolved as of \_\_\_\_\_ (DATE) and the dedication is now ready to be submitted for Town Council approval.

As such, please provide us with files or executed originals of the following:

- An executed bill of sale (leave date blank)
- An executed vendor's affidavit
- The engineer's certification
- Two sets of as-built plans in hard copy
- Electronic CAD files
- Electronic PDF files
- Deeds for any lift stations
- Copies of recorded permanent easements
- A building lot inventory and address list
- One copy of the recorded plat (if a subdivision is involved)

Once we receive the abovementioned documents and files and they are in proper form for Town execution, your dedication request will be scheduled for Town Council approval at an upcoming meeting. Once the Town Council acts on and accepts the dedication, you will be notified of the effective date for the three-year maintenance bonds which will then have to be submitted. Any relevant performance bonds will not be released until required maintenance bonds have been received.

Sincerely,

Jason Lawson  
Whitestown Municipal Utilities