



Town of Whitestown
Department of Public Works
6210 S 700 E
Whitestown, Indiana 46075

Department of Public Works
317.733.8584
jlawson@whitestown.in.gov

CAPACITY FEES APPLICATION

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 **Capacity Fees Application** with all of the necessary submittal information for each new development project that details the anticipated water consumption, wastewater treatment requirements, fire flow data for any fire protection loops and/or interior fire suppression systems, and irrigation system needs.

- Submit application and materials either by
 - **E-mail:** jlawson@whitestown.in.gov ----Please merge all documents and materials into one single PDF attachment.
 - **In person:** See the Public Works Director in the Department of Public Works at 6210 S. 700 E. Whitestown, IN 46075
 - **Mail:** Send application and materials to the Department of Public Works Rm 600 at 6210 S. 700 E. Whitestown, IN 46075

A complete application includes:

- Capacity Fee Estimate Form (including all maps & plans)
- Complete Legal Description
- Memorandum of Understanding
- Project Description

SUBMITTAL CHECKLIST

_____ **Capacity Fee Application:** Fill out all fields completely.

_____ **Site Plan:** Show the facility with the proposed water and sewer connections.

_____ **Vicinity Map:** 8 ½" x 11" in size showing where the property is located in Whitestown, making sure major streets are labeled. Scale should be approximately 1:1,000.

_____ **Legal Description:** Include the complete legal description and/or proposed plat.

_____ **Project Description:** Include the project description, including the type of facility or product.

_____ **Memorandum of Understanding:** Fill out all fields completely for plan review and inspection services.

Capacity Fee Estimate Form

Submittal

- One electronic copy of the entire application submittal
- Site Plan. Show the facility with the proposed water and sewer connections.
- Vicinity Map. 8 ½"x11" in size showing where the property is located in Whitestown, making sure major streets are labeled. Scale should be approximately 1:1,000.
- Legal Description and/or Proposed Plat.
- Project description, including the type of facility or product.
- Memorandum of Understanding for Plan Review and Inspection Services.

Date of Application:

Application is for: ___ Sewer Service ___ Water Service

Project Name:

Project Location:

Owner/Developer:

Contact Name:

Contact Address:

Contact Phone:

Contact Mobile:

Contact Email:

Billing Contact (if different than Owner/Developer):

Billing Address:

Billing Contact Phone:

Billing Contact Mobile:

Billing Contact Email:

Engineer:	
Contact Name:	
Address of Engineer:	
Phone:	Mobile:
Email	

Project Acreage:	
Is the project located within the current town limits of Whitestown?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will an IDEM Construction Permit be required? <i>*If yes, then provide a copy of the IDEM design summary forms when requesting a waste load allocation letter. Whitestown Municipal Utilities shall be listed as an affected party on the IDEM application for a sanitary sewer construction permit.</i>	<input type="checkbox"/> Yes* <input type="checkbox"/> No
Will the building/property have a separate fire protection loop or internal sprinkler system? <i>*If yes, then attach a sheet that describes the system, including anticipated water demand in terms of pressure and flow requirements.</i>	<input type="checkbox"/> Yes* <input type="checkbox"/> No
Anticipated construction schedule:	From: <input type="text"/> To: <input type="text"/>
When will service be needed for occupancy?	

Memorandum of Understanding for Plan Review and Inspection Services

Project Name:
Project Location:
Owner/Developer:

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 or 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_____.

Owner/Developer: _____
 (signature) (printed name)

 (title)

Mailing Address: _____

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

Public Works Director: _____
 (signature) (printed name)

Whitestown Municipal Utilities
 6210 S. 700 E.
 Whitestown, Indiana 46075

APPROVED AS TO FORM AND LEGALITY: Attorney for Whitestown Municipal Utilities