



City of Goodlettsville, TN Stormwater User Fee Credit Manual



2014



STORMWATER USER FEE CREDIT MANUAL

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Prepared for:
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Stormwater User Fee Credit Manual

I. Overview

On December 12, 2013, the Goodlettsville Board of Commissioners passed Ordinance No. 13-807 to amend Title 21 of the existing Stormwater Utility to establish a revised rate structure for the dedicated user fee to support the stormwater program.

The stormwater user fee provides a stable and adequate source of revenue for the stormwater management program that allocates the costs of stormwater services across every stormwater “user” in the Goodlettsville stormwater service area through a stormwater user fee (or service charge). Developed land is charged a fee based on the amount of impervious surface area on the property. The stormwater user fee that a property owner pays is directly proportional to the impervious area found on the property. A credit is an ongoing downward adjustment in the service charge. The rate ordinance provides for adjustments to the stormwater user fee for properties that reduce demand on the Public System.

The purpose of the credit policy is to provide properties with credit for mitigating stormwater runoff impacts through education, or source controls, for water quantity or quality. The available credits are:

- Detention Credit up to 50%
- Quality Credit up to 25%
- Education Credit up to 10%

A property may qualify for more than one credit, but the maximum credit that a property can receive is 75%.

To qualify for credits, the stormwater user must submit a credit application form (Appendix 1) and submit it to the Goodlettsville Public Works Department (Department). The application will be evaluated to determine credit eligibility and the amount of credit the user will receive. The mailing address for credit applications is:

Stormwater User Fee Credit Application
Public Works Department
215 Cartwright Street
Goodlettsville, TN 37072

The Stormwater User Fee Credit Manual stipulates the design and performance standards of on-site systems, facilities, activities, and services that qualify for application of a stormwater user fee credit.



II. Definitions

Best Management Practices or BMPs shall mean the physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, that have been approved by the City of Goodlettsville, and that have been incorporated by reference into the Stormwater Management Ordinance as if fully set out therein.

Construction shall mean the erection, building, acquisition, alteration, reconstruction, improvement or extension of stormwater facilities; preliminary planning to determine the economic and engineering feasibility of stormwater facilities; the engineering, legal, fiscal and economic investigations and studies, surveys, designs, plans, working drawings, specifications, procedures, and other action necessary in the construction of stormwater facilities; and the inspection and supervision of the construction of stormwater facilities.

Department shall mean the Goodlettsville Public Works Department.

Detention Facility shall mean a stormwater structure that, by means of a single control point, provides temporary storage of stormwater runoff for future release and is used to delay and attenuate peak flow.

Developed Property or Developed Land shall mean real property which has been altered from its natural state by the creation or addition of buildings, structures, pavement or other impervious surfaces, or by the alteration of the property that results in a meaningful change in the hydrology of the property during and following rainfall events.

Director shall mean the Goodlettsville Director of Public Services.

Exempt Property shall mean all public rights-of-way, public streets and public roads, public alleys, public sidewalks and public greenways, public drainage facilities, privately owned residential streets, property that does not discharge stormwater runoff to the stormwater or flood control facilities, owners and/or operators of agricultural land, in the municipality, upon which the owner and/or operator conducts activities that enable the owner and/or operator to satisfy the requirements of a qualified farmer or nurseryman under Tennessee law, and railroad right-of-way properties within the City of Goodlettsville. For purposes of this definition, "public" shall mean that which is maintained by or is or is to be dedicated to the City of Goodlettsville and/or the State of Tennessee or the government of the United States.

Green Infrastructure shall mean stormwater management systems that mimic nature by promoting infiltration of stormwater runoff. These stormwater management systems may include downspout disconnection, rainwater harvesting, rain gardens, planter boxes, bioswales, permeable pavements, green alleys and streets, green parking, green roofs, urban tree canopy, and land conservation as approved by the Department.

Impervious Area or Impervious Surface Area shall mean the number of square feet of horizontal surface covered by buildings, and other impervious surfaces. All building measurements shall be



made between exterior limits of the structure, foundations, columns or other means of support or enclosure.

Impervious Surface shall mean a surface which is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled, graveled, graded, compacted, or any other surface which impedes the natural infiltration of surface water.

National Pollutant Discharge Elimination System or **NPDES** shall mean the Federal Environmental Protection Agency's (USEPA) national program for issuing, modifying, revoking, reissuing, terminating, monitoring, and enforcing permits and imposing and enforcing pretreatment requirements under sections 307, 318, 402, and 405 of the Clean Water Act, United States Code, title 33, sections 1317, 1328, 1342, and 1345.

Other Developed Property shall mean all Developed Property located within the municipal limits of the City with impervious surface area greater than four hundred (400) square feet other than (i) Residential Property; (ii) Exempt Property; (iii) Vacant Property and (iv) Park Lands/Cemetery. Other Developed Property shall include commercial properties, industrial properties, apartments, parking lots, hospitals, schools, recreational and cultural facilities, industrial properties, hotels, offices, churches, federal, state and local government properties and multi-use properties. Such property shall also include single family dwellings which are attached to or otherwise a part of a building housing a commercial enterprise. Any single family residential structure which contains more than four attached dwelling units is specifically included in this definition.

Person shall mean any and all persons, natural or artificial, including any individual, firm or association, and any municipal or private corporation organized or existing under the laws of this or any other state or country.

Property Owner or **Owner** shall mean the property owner of record as listed in the City's and/or County's tax assessment roll. A property owner includes any individual, corporation, firm, partnership, or group of individuals acting as a unit, and any trustee, receiver, or personal representative.

Qualified Control Structure shall mean a device or structure meeting design standards and approved by the Department that substantially limits the discharge of stormwater from a parcel of property into or through any Public System or that substantially improves the purity of stormwater so discharged.

Residential Property shall mean a developed property which serves the primary purpose of providing a permanent dwelling unit to a single family. A single family detached dwelling, a townhouse, an accessory apartment or second dwelling unit, a condominium, a duplex, a triplex, a quadruplex, a villa, or a garden home is included in this definition. A single family dwelling which is attached to, or otherwise a part of, a building housing a commercial enterprise is not included in this definition.



Stormwater or Storm Water shall mean runoff, snow melt runoff, surface runoff, infiltration, and drainage.

Stormwater Management shall mean the planning, design, construction, regulation, improvement, repair, maintenance, and operation of facilities and programs relating to water, floodplains, flood control, grading, erosion, tree conservation, and sediment control.

Stormwater System or System shall mean all manmade and natural conveyances and structures, stormwater facilities, and flood control facilities within the corporate limits of the City of Goodlettsville and all improvements thereto for which the partial or full purpose or use is, among other things, to control discharges and flows necessitated by rainfall events; and incorporate methods to collect, convey, store, absorb, inhibit, treat, prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such system. This includes all natural conveyances (1) for which the City of Goodlettsville has assumed a level of maintenance responsibility; (2) to which the City of Goodlettsville has made improvements; (3) which have or may pose a threat to public property because of flooding; or (4) for which the City of Goodlettsville is accountable under federal or state regulations for protecting the water quality within its jurisdictional boundaries.

Stormwater User or User shall mean the owner or customer of record of property subject to the stormwater user fee imposed by the Stormwater Utility Ordinance.

Stormwater User Fee or Fee shall mean the utility service fee established by the Stormwater Utility Ordinance and levied on owners or users of parcels or pieces of real property to fund the costs of stormwater management and of operating, maintaining, and improving the stormwater system in the City of Goodlettsville. The stormwater user fee is in addition to other fees that the City of Goodlettsville has the right to charge under any other rule or regulation of the City of Goodlettsville.

Stormwater Utility shall mean a management structure that is responsible solely and specifically for the stormwater management program and system.

Stormwater Utility Ordinance shall mean Title 21 of the Goodlettsville Code of Ordinances.

Surface Water shall mean waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other watercourses, lakes, ponds, wetlands, marshes and sinkholes.

Ten Percent Rule shall mean analyzing the development's downstream impact to stormwater runoff to the point where the site makes up ten percent or less of the total drainage area to the point in question. This analysis consists of developing a simplified hydrologic model of the development site and contributing areas to insure there is no increase in flow values at each significant junction point down to the point where the site is ten percent or less of the total land area.

Undeveloped Property or Undeveloped Land shall mean property that has not been developed and does not have more than four hundred (400) square feet of impervious surface area on it.



User Fee Credit shall mean a downward adjustment in the amount of the stormwater user fee given to properties for maintaining qualified control structures or implementing an approved education program as discussed herein.

Vacant Property shall mean property on which there is no structure for which a certificate of occupancy has been issued and does not have more than four hundred (400) square feet of impervious surface area on it.

Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

III. User Fee Credits

Overview

The purpose of user fee credits is to provide an ongoing reduction in fees to customers that place an ongoing reduction in demand on the stormwater system than would be reflected in the calculation of their stormwater user fee or for specific customer types who through private efforts provide a direct reduction in the cost of stormwater programs funded by the stormwater user fee.

General Policies

General policies for stormwater user fee credits are listed below. See the following pages for details for individual credits.

- Credits are limited to "other developed properties" as defined in Title 21-103 of the Goodlettsville Code of Ordinances. The rate structure already recognizes the lesser runoff intensity of Single Family Residential (SFR) properties and charges a reduced rate when compared to other developed properties.
- It is the responsibility of the property owner (or his/her designee) to apply for stormwater user fee credits, and to provide the necessary substantiating information with a credit application, as described herein.
- The Credit Application and supporting documents are included in the appendices to the Credit Manual. The Department shall not be responsible for initiating applications, performing engineering calculations, or otherwise assisting with the preparation of credit applications.
- Credits can be combined for a maximum credit of 75%.
- Credits are granted only upon approval of a credit application. A non-refundable review fee of \$100 shall accompany credit applications.
- The Department will review credit applications within four (4) weeks after a complete application is submitted.

- The Department maintains the right to inspect properties to ascertain credit applicability at the time of credit application and at any time during which the site is receiving credit.
- Credits shall be valid for a period of 5-years. It is the user's responsibility to reapply for credits no later than 60-days prior to expiration in order to assure continuity of the credits applied to the user fee.
- Credits can be revoked or reduced at any time that it is determined by the Department that controls, measures, or activities are not performing to the requisite design standard, that controls are not being maintained to function as designed, or that the controls, measures, or activities no longer meet the purpose of the credit.
- Any approved credit application received by March 31, 2015 will apply retroactively to the first billing of the property or April 1, 2014.

Stormwater Detention Credit (up to 50%)

Qualified properties with structural controls or measures such as detention facilities for reducing peak demand and controlling the rate at which the runoff volume enters the stormwater system may be eligible for a Stormwater Detention Credit up to 50%.

Properties may be eligible for a full credit of up to 50% where a stormwater detention facility is utilized to reduce post-developed discharges to pre-developed levels for the 2-year through 100-year flood events along with performing a downstream analysis for the "Ten Percent Rule". The Ten Percent Rule analyzes the development's downstream impact to stormwater runoff to the point where the site makes up ten percent or less of the total drainage area to the point in question. This analysis consists of developing a simplified hydrologic model of the development site and contributing areas to insure there is no increase in flow values at each significant junction point down to the point where the site is ten percent or less of the total land area. Properties may be eligible for a partial credit of 40% where a stormwater detention facility is utilized to reduce post-developed discharges to pre-developed levels for the 2-year through 100-year flood events.

Properties may be eligible for a partial credit of 25% where a stormwater detention facility is used to reduce post-developed discharges to pre-developed levels for the 2-year through 25-year flood events. This level of detention may be achieved, for example, by rehabilitating a temporary sediment control pond to serve as a permanent stormwater detention facility.

Conditions of Credit:

1. The property owner must submit a site plan, design calculations, as-built drawings, and/or other data signed and sealed by a professional engineer that are sufficient for the Department to render an opinion regarding the applicability of credit. Original design plans currently verified "as built" by a professional engineer will suffice.
2. The property owner must submit a maintenance plan, maintenance agreement, and annual documentation of maintenance on all structural controls and non-structural activities that serve as the basis for the credit according to the assessment by the Department.



Stormwater Quality Credit (up to 25%)

Qualified properties with structural controls or measures that reduce stormwater runoff pollution to the Municipal Separate Storm Sewer System (MS4) may be eligible for a Stormwater Quality Credit up to 25%. These controls should provide runoff pollution characteristics similar to undeveloped land.

Properties may be eligible for the full 25% credit if they contain water quality Best Management Practices (BMP) that meet performance criteria for the capture and infiltration of the first one inch of runoff through the use of Green Infrastructure.

Properties may be eligible for a partial credit of 10% if they contain water quality Best Management Practices (BMP) that meet minimum performance criteria for removal of 80% total suspended solids (TSS) and remain in compliance with Goodlettsville's State of Tennessee NPDES Phase II Municipal Separate Storm Sewer Systems (MS4) General Permit for Discharges.

Industrial properties may be eligible for a partial credit of 10% if they maintain a separate approved State of Tennessee NPDES permit for stormwater management.

Conditions of Credit:

1. The property owner must submit a site plan, design calculations, as-built drawings, and/or other data signed and sealed by a valid State of Tennessee professionally licensed engineer that are sufficient for the Department to render an opinion regarding the applicability of credit. Original design plans currently verified "as built" by a professional engineer will suffice.
2. The property owner must submit a maintenance plan, maintenance agreement, and annual documentation of maintenance on all structural controls and non-structural activities that serve as the basis for the credit according to the assessment by the Department. Reports are due annually by July 1.

Stormwater Education Credit (up to 10%)

A credit of up to 10 percent will be available to public or private educational institutions that provide to students a regular and continuing program of education approved by the Department and concentrating on stewardship of water resources and minimization of demand on the public stormwater system. Qualified educational institutions have the ability to provide significant stormwater education that will not only assist Goodlettsville in meeting NPDES permit requirements, but will also instill an appreciation and stewardship of water resources that will benefit and/or decrease the demand on the stormwater system, or program, in the long term.

The credit eligibility will be determined by the Department based on the content of the education materials, the ability for the education to meet the NPDES permit requirements, the number of students receiving education, and the potential for reducing the water quantity and quality demand on the public stormwater system.



Conditions of Credit:

1. Institution must submit a description of the educational program, curriculum or program materials, and estimated number of students that will receive the education for review by the Department for credit approval.
2. Institution must provide educational take-home materials to all students at least once annually.
3. Institution must submit an annual report documenting the number of students that received the education in that year.
4. The credit will be applied only to the property(s) where the curriculum is taught (e.g., if the curriculum is taught only at an Elementary School, the credit will be applied only to that property, not the entire school system).
5. To receive the credit, the curriculum must be scheduled with the intention that all students will receive the curriculum at least once during a typical tenure at the institution. For example, a typical tenure for high school would be four (4) years, so it would be expected that approximately 25% of students in the school would be taught the curriculum each year and that a student that attended the school for four years would receive the education at least once.

Appendices



Appendix 2 Inspection and Maintenance Agreement of Private Stormwater Management Facilities

THIS AGREEMENT, made this ____ day of _____, 20____ by and between _____, hereafter referred to as the "OWNER(S)" of the following property: _____, Map ____ Parcel _____, Goodlettsville, TN 37072, and the City of Goodlettsville, Tennessee hereafter referred to as the "CITY".

WITNESSETH:

I/WE, the OWNER(S) with full authority to execute deeds, mortgages, other covenants, all rights, titles and interests in the property described above, do hereby covenant with the CITY and agree as follows:

1. The OWNER(S) covenant and agree with the CITY that they shall provide for adequate long term maintenance and continuation of stormwater control measures to ensure that the facilities are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform preventive maintenance activities at intervals described in the **Post Construction Long-Term Water Quality Maintenance Plan** attached hereto along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall submit to the CITY an annual report by July 1st of each year. The report will include the Long Term Maintenance Plan that documents inspection schedules, times of inspections, remedial actions taken to repair, modify or reconstruct the system and the state of control measures.
3. The OWNER(S) shall grant to the CITY or its agent or contractor the right of entry at a reasonable time and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility.
4. The OWNER(S) shall grant to the CITY the necessary easements and rights-of-way and maintain perpetual access from the public rights-of-way to the facility for the CITY or its agent and/or contractor in accordance with the Stormwater Management Ordinance. The OWNER(S) agree that should maintenance not be properly performed, after due notice, the CITY may order the work performed. The OWNER(S) shall reimburse the CITY, upon immediate demand, the costs incurred and any enforcement action costs according to the Stormwater Management Ordinance.
5. The OWNER(S) shall indemnify and hold the CITY harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.
6. This AGREEMENT and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S) heirs, executors, successors, and assigns and shall bind all present and subsequent owners of the property served by the facility.



7. The OWNER(S) shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without the CITY's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S) to subsequent owners and assigns.
8. The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds for the county of _____, Tennessee.

FOR THE OWNER(S): _____
Company Name

Signature Title

Printed Name Phone Number

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, of the State and county mentioned, personally appeared _____, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledges themselves to be the officer authorized to execute this instrument of the company heretofore named and executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in _____, TN,
this _____ day of _____, 20____.

Notary Public

My Commission Expires



REVIEWED BY:

CITY OF GOODLETTSVILLE PUBLIC WORKS
215 CARTWRIGHT STREET
GOODLETTSVILLE, TN 37072

STATE OF TENNESSEE

COUNTY OF _____

Before me, of the State and county mentioned, personally appeared _____, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledges themselves to be the Stormwater Management Coordinator of the City of Goodlettsville, Tennessee and that as such Stormwater Management Coordinator, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in _____, TN, this _____ day of _____, 20____.

Notary Public

My Commission Expires



Appendix 3 Right-of-Entry Form

| | |
|---|-------------------------|
| Owner or Owner's Representative (Contact): | Property Parcel Number: |
| Property Address: | |
| Contact Phone Number: | Contact Email: |
| Mailing Address (if different than property address): | |
| <p>This agreement gives authorization by the property owner, _____ (Owner) to Goodlettsville Public Works Department (Department) to enter onto the property at the above listed location, for the purposes of inspection. Inspections may be conducted of any stormwater facility for which a user fee credit was applied. Inspections may be performed by the Department employees or their designee, including consulting engineers, contractors or other representatives.</p> <p>IN WITNESS WHEREOF, the parties have caused their respective names to be signed hereto on the ____ day of, _____ 20__.</p> | |
| Owner's Signature | Date |
| Department Representative's Signature | Date |



Appendix 4 Education Credit Form

| Owner or Owner's Representative (Contact): | Property Parcel Number: | | | |
|--|-------------------------|-----------------------------|---------------------------|---------------|
| Property Address: | | | | |
| Contact Phone Number: | Contact Email: | | | |
| Mailing Address (if different than property address): | | | | |
| <p>Applicant must provide adequate documentation to demonstrate to Goodlettsville Public Works Department (Department) that sufficient focus and instruction upon stormwater management issues and water quality protection are covered in the time frame suggested. Summarize all appropriate documentation in the table below and attach documentation to the application.</p> | | | | |
| Method and Tools for Stormwater Education | Grade Level(s) | Number of Students Annually | Percent of Total Students | Contact Hours |
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