

# **Metro Water Services Stormwater User Fee Credit Manual**



**April 2012**



## TABLE OF CONTENTS

1.0 OVERVIEW .....	1
2.0 DEFINITIONS .....	1
3.0 USER FEE EXEMPTIONS.....	2
4.0 USER FEE CREDITS.....	3
4.1 Stormwater Detention Credit.....	4
4.2 Stormwater Quality Credit.....	4
4.3 Stormwater Education Credit .....	4
4.4 Low Impact Development Credit .....	4
5.0 REVIEW OF IMPERVIOUS AREA .....	5
APPENDICES.....	6
Application for Stormwater User Fee Credit – GENERAL INFORMATION .....	7
Application for Stormwater User Fee Credit – MAINTENANCE AGREEMENT .....	8
Application for Stormwater User Fee Credit – RIGHT-OF-ENTRY FORM.....	11
Application for Stormwater User Fee Credit – EDUCATION CREDIT FORM .....	12



## 1.0 Overview

In March 2009, the Metropolitan Council passed a stormwater rate ordinance (BL2009-407) to establish a rate structure for a dedicated user fee to support the stormwater program within Metro Water Services (MWS).

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 MWS 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 20%
- Quality Credit up to 20%
- Education Credit up to 20%
- Low Impact Development Credit up to 75%

To qualify for credits, the stormwater user must submit a credit application form (Appendix 1) and submit it to the Stormwater Division of Metro Water Services. The application will be evaluated to determine the amount of credit the user will receive. The mailing address for credit applications is:

**Metro Water Services  
Stormwater Development Review  
800 Second Ave South  
Nashville, TN 37210**

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.

## 2.0 Definitions

**Department** shall mean the Department of Water and Sewerage Services.

**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 land** shall mean property altered from its natural state by construction or installation of improvements such as buildings, structures, or other impervious surfaces, or by other 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 Director of the Department of Water and Sewerage Services.

**Impervious Area** shall mean the portion of a parcel of property that is covered by any material, including without limitation roofs, streets, sidewalks and parking lots paved with asphalt, concrete, compacted sand, compacted gravel or clay, that substantially reduces or prevents the infiltration of stormwater. Impervious Area shall not include natural undisturbed surface rock.

**Residential Property** shall mean any property whose primary use, as shown on the use and occupancy permit issued by the department of codes administration, is residential single-family or residential two-family.

**Non-Residential Property** shall mean a parcel of property that is not a Residential Property as defined in this section.

The **Public System** shall mean and include stormwater and flood control devices, structures, conveyances, facilities or systems, including natural watercourses, streams, creeks and rivers used wholly or partly to convey or control stormwater or flood water within the jurisdictional boundaries of the Metropolitan Government. The Public System shall include, without limitation, natural conveyances (a) for which the Metropolitan Government has assumed maintenance responsibility; (b) to which the Metropolitan Government has made improvements; (c) which have or may pose a threat to public property because of flooding; or (d) for which the Metropolitan Government is accountable under federal or state regulations governing protection of water quality.

**Stormwater**, also referred to as runoff, surface water, or wet weather flow, shall mean rain or snow that falls on streets, parking areas, rooftops and other hard surfaces and either flows directly into nearby streams or travels there through drainage systems, such as curbs and gutters, inlets, ditches, pipes, storm sewers, and detention ponds.

**Stormwater user fees** shall mean the periodic service charges imposed pursuant to the Stormwater User Fee Ordinance for the purpose of funding costs related to stormwater management services and stormwater management systems and facilities.

**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.

**User** shall mean the owner of record of a non-exempt Residential or Non-Residential Property or the person or entity in possession if other than the owner.

**User Fee Credit** is 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.

### ***3.0 User Fee Exemptions***

The following properties are exempt from payment of the stormwater user fee:



- Residential Properties zoned AG and AR2a of which half or more is used annually for the raising for sale of livestock or crops.
- Properties from which no stormwater is discharged into or through the Public System.
- Properties having no Impervious Area.
- Properties wholly within the corporate boundaries of Belle Meade, Berry Hill, Forest Hills, Goodlettsville, and Oak Hill. Provided, however, that each such city may, upon approval of its legislative body, enter into the contract such that all property within its boundaries will participate in the Metropolitan Government's stormwater utility and system of stormwater user fees in the same manner as the remainder of the area within the General Services District.

Owners of properties that meet one or more of the exemptions above and who receive a bill for the user fee may request in writing that the Department investigate the applicability of the stated exemption and that the user fee be removed for the property. Written requests must be submitted to the address listed in Section 1.0. For properties that upon examination are determined to meet the criteria for exemption will be entitled to a refund of user fees paid for a period not to exceed six (6) months.

#### **4.0 User Fee Credits**

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

- Credit is given to eligible properties only, as described in the credit policies presented in this manual and/or in the credit application(s).
- It is the responsibility of the User to apply for fee credits, and to provide the necessary substantiating information with the credit application, as described herein.
- Credit applications are available from the Department. The Department shall not be responsible for initiating applications, performing engineering calculations, or otherwise assisting with the preparation of credit applications.
- The Department will review complete credit applications within four (4) weeks after a complete application is submitted. If approved, the credit will be applied for the billing cycle in which it was received complete by the Department.
- Partial credits, if given, will only be given in 10% increments. Partial credit will not be given for the Low Impact Development Credit.
- The detention, quality, and education credits can be combined for a maximum credit of 50%. The LID credit cannot be combined with the other credits.
- The Department maintains the right to inspect the property at the time of credit application and at any time that the site is receiving credit to ascertain credit applicability.
- Credit can be revoked or reduced at any time that it is determined by the Department that the qualified control structures or educational activities are not performing to the credit standard, that the qualified control structures are not being maintained to function as designed, or that the qualified control structures or educational activities no longer meet the purpose of the credit.



## 4.1 Stormwater Detention Credit

Non-residential (NSFR) properties with structural controls or measures that meet Metro's current design standards and performance criteria for reducing peak demand and controlling the rate at which the runoff volume enters Metro's stormwater system may be eligible for a Stormwater Detention Credit up to 20%. The site should be designed so that the post-developed hydrologic performance of the area is similar to that of the pre-developed land.

A partial credit of 10% may be given to properties that were not required to meet current design standards and that therefore only partially meet Metro's current design standards and performance criteria.

### 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 an MWS Engineer to render an opinion regarding the applicability of credit.
2. The property owner must submit a maintenance plan and annual documentation of maintenance on all structural controls and non-structural activities that serve as the basis for the credit according to the MWS Engineer's assessment.

## 4.2 Stormwater Quality Credit

Non-residential (NSFR) properties with structural controls or measures that meet Metro's current design standards and performance criteria for reducing stormwater runoff pollution to Metro's stormwater system may be eligible for a Stormwater Quality Credit up to 20%. These controls should provide runoff pollution characteristics similar to undeveloped land.

A partial credit of 10% may be given to properties that were not required to meet current design standards and that therefore only partially meet Metro's current design standards and performance criteria.

### 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 an MWS Engineer to render an opinion regarding the applicability of credit.
2. The property owner must submit a maintenance plan and annual documentation of maintenance on all structural controls and non-structural activities that serve as the basis for the credit according to the MWS Engineer's assessment.

## 4.3 Stormwater Education Credit

A credit of up to 20 percent will be available to any entity exempt from taxation under state or federal law that provides to its students or members a regular and continuing program of education approved by the Director and concentrating on stewardship of water resources and minimization of demand on the Public System.

The rationale behind this credit is that the stormwater education provided by the institution will not only assist Metro 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 Metro's stormwater system or program in the long term.



The credit amount, either 10% or 20%, will be determined by MWS based on the content of the education materials, the ability for the education to meet Metro's NPDES permit requirements, the number of students receiving education, and the potential for reducing the water quantity and quality demand on the Public 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 approved educational take-home materials to all students/members 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 full credit of 20%, the curriculum must be scheduled with the intention that all students/members 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.
6. Institutions that do not teach the curriculum in a manner that allows all students to receive it within a typical tenure at the school may receive a partial credit of 10%.

#### **4.4 Low Impact Development Credit**

Non-residential (NSFR) properties designed in accordance with volume 5 of MWS Stormwater Management Manual, The Low Impact Development Manual, may be eligible for a Low Impact Development Credit of 75%. The site has to achieve the full 80% runoff reduction amount described in the Manual. These controls should provide runoff pollution characteristics similar to undeveloped land. A partial credit of will not be given.

**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 an MWS Engineer to render an opinion regarding the applicability of credit.
2. The property owner must submit a maintenance plan and annual documentation of maintenance on all structural controls and non-structural activities that serve as the basis for the credit according to the MWS Engineer's assessment.

#### **5.0 Review of Impervious Area**

The Department will review all User properties at least once every five years to ensure Users are being billed for the correct amount of Impervious Area. Upon completion of the periodic review, if a User's amount of Impervious Area has changed, the Department will adjust such User's stormwater fee accordingly to reflect the updated amount of Impervious Area.



## ***APPENDICES***



## Metro Nashville and Davidson County Application for Stormwater User Fee Credit – GENERAL INFORMATION

Owner or Owner's Representative (Contact):	Property Parcel Number:
Property Address:	
Contact Phone Number:	Contact Email:
Mailing Address (if different than property address):	
<b>Credits for Consideration</b> (check all that apply):	
<input type="checkbox"/> <b>Detention Credit</b> – Attached: <input type="checkbox"/> Supporting drawings and calculations <input type="checkbox"/> Executed Maintenance Agreement <input type="checkbox"/> Maintenance plan <input type="checkbox"/> Executed Right of Entry Form	
<input type="checkbox"/> <b>Quality Credit</b> – Attached: <input type="checkbox"/> Supporting drawings and calculations <input type="checkbox"/> Executed Maintenance Agreement <input type="checkbox"/> Maintenance plan <input type="checkbox"/> Executed Right of Entry Form	
<input type="checkbox"/> <b>Education Credit</b> – Attached: <input type="checkbox"/> Description of education program (list of education tools used, est. number of students that will complete education) <input type="checkbox"/> Stormwater Education Credit Form <input type="checkbox"/> Executed Right of Entry Form	
<input type="checkbox"/> <b>Low Impact Development Credit</b> – Attached: <input type="checkbox"/> Supporting drawings and calculations <input type="checkbox"/> Executed Maintenance Agreement <input type="checkbox"/> Maintenance plan <input type="checkbox"/> Executed Right of Entry Form	
This application is to request credit or adjustment to the assigned stormwater user fee for the property at the above location.	
Owner's Signature	Date



# Metro Nashville and Davidson County Application for Stormwater User Fee Credit – MAINTENANCE AGREEMENT

## INSPECTION AND MAINTENANCE AGREEMENT FOR PRIVATE STORMWATER MANAGEMENT FACILITIES

Grading Permit No.: \_\_\_\_\_ Map & Parcel No.: \_\_\_\_\_

Project Name & Address: \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the “OWNER(S)” of the following property and Metropolitan Government of Nashville and Davidson County, Tennessee, hereinafter referred to as the “METROPOLITAN GOVERNMENT”,

### WITNESSETH

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, do hereby covenant with the

METROPOLITAN GOVERNMENT and agree as follows:

1. The OWNER(S) covenant and agree with the METROPOLITAN GOVERNMENT that the OWNER(S) shall provide for adequate long term maintenance and continuation of the stormwater control measures described in the Long Term Maintenance Plan and shown in the location map, deed of easement drawing or plat attached hereto 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 preventative maintenance activities at intervals described in the inspection schedule included in the Long Term Maintenance Plan along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall submit to the METROPOLITAN GOVERNMENT an annual report by July 1st of each year. The report shall include the **Long Term Maintenance Plan** that documents the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system, the state of control measures, and notification of any planned change in responsibility for the system.
3. The OWNER(S) shall grant to the METROPOLITAN GOVERNMENT or its agent or contractor the right of entry at reasonable times 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 METROPOLITAN GOVERNMENT the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the METROPOLITAN GOVERNMENT or its agent and contractor.
5. If, upon inspection, the METROPOLITAN GOVERNMENT finds that OWNER(S) has failed to properly maintain the facilities, the METROPOLITAN GOVERNMENT may order the work performed within ten (10) days. In the event the work is not performed within the specified time, the OWNER(S) agrees to allow the METROPOLITAN GOVERNMENT to enter the property and take whatever steps it deems necessary to maintain the stormwater control facilities. This provision shall not be construed to allow the METROPOLITAN GOVERNMENT to erect any structure of a permanent nature on the land of the OWNER(S) without first obtaining written approval of the OWNER(S).
6. The METROPOLITAN GOVERNMENT is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the METROPOLITAN GOVERNMENT. The OWNER(S) shall reimburse the METROPOLITAN GOVERNMENT upon demand the costs incurred in the maintenance of the facilities.
7. If the OWNER fails to pay the METROPOLITAN GOVERNMENT for the above expenses after forty-five (45) days written notice, the OWNER authorizes the METROPOLITAN GOVERNMENT to collect said expenses from the OWNER through appropriate legal action and the OWNER shall be liable for the reasonable expenses of collection, court costs, and attorney fees.
8. The OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold harmless the METROPOLITAN GOVERNMENT and its officers, agents and employees for



any and all damages, accidents, casualties, occurrences, claims or attorney’s fees which might arise or be asserted, in whole or in part, against the METROPOLITAN GOVERNMENT from the construction, presence, existence, or maintenance of the stormwater control facilities subject to this AGREEMENT. In the event a claim is asserted against the METROPOLITAN GOVERNMENT, its officers, agents or employees, the METROPOLITAN GOVERNMENT shall notify OWNER(S) and the OWNER(S) shall defend at OWNER(S) expense any suit based on such claim. If any judgment or claims against the METROPOLITAN GOVERNMENT, its officers, agents or employees, shall be METROPOLITAN GOVERNMENT will not indemnify, defend or hold harmless in any fashion the OWNER(S) from any claims arising from any failure, regardless of any language in any attachment or other document that the OWNER(S) may provide.

9. The OWNER(S) shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without the METROPOLITAN GOVERNMENT’s written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S).
10. No waiver of any provision of this AGREEMENT shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
11. The OWNER(S) shall record a plat showing and accurately defining the easements for stormwater control facilities. The plat must reference the Instrument Number where this AGREEMENT and its or attachments are recorded and contain a note that the OWNER(S) is responsible for maintaining the stormwater management facilities.
12. The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds for the county of Davidson, Tennessee, and the AGREEMENT shall constitute a covenant running with the land, and shall be binding upon the OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns, and any other successors in interest.

<p><b>REVIEWED BY:</b></p>   <p>_____</p> <p>FOR THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, DEPARTMENT OF WATER AND SEWERAGE SERVICES</p>  <p><b>PREPARED BY:</b></p>   <p>_____</p> <p>FOR THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, DEPARTMENT OF WATER AND SEWERAGE SERVICES</p>	<p><b>ATTEST BY OWNERS(S):</b></p>   <p>_____</p> <p>OWNER(S) NAME (PRINTED)</p> <p>BY: _____</p> <p>TITLE: _____</p>   <p>_____</p> <p>_____</p> <p>_____</p> <p>OWNER(S) ADDRESS AND PHONE NUMBER</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



STATE OF \_\_\_\_\_  
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, acknowledged such person to be president (or other officer authorized to execute the instrument) of \_\_\_\_\_, the within named bargainor, a corporation, and that such president or officer as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as \_\_\_\_\_.

Witness my hand and official seal at office in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, of the year \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

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 acknowledge themselves to be the Director of Water Services of the Metropolitan Government of Nashville and Davidson County or his designee and as such, being authorized so to do, executed the foregoing instrument of the purposes therein contained.

Witness my hand and official seal at office in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**Metro Nashville and Davidson County  
Application for Stormwater User Fee Credit – RIGHT-OF-ENTRY FORM**

The following information must be completed for all properties submitting a Stormwater User Fee Credit Application.

Parcel No.: \_\_\_\_\_

Owner: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

This agreement gives authorization by the property owner, \_\_\_\_\_ (Owner) to Metro Water Services (MWS) 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 MWS employees or their designee, including consulting engineers, contractors or other representatives.

IN WITNESS WHEREOF, the parties have caused their respective names to be signed hereto on the \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_.

Owner \_\_\_\_\_

Metro Water Services Representative \_\_\_\_\_



### Metro Nashville and Davidson County Application for Stormwater User Fee Credit – EDUCATION CREDIT FORM

**Instruction:** Applicant must provide adequate documentation to demonstrate to Metro Water Services Stormwater Division that sufficient focus and instruction upon stormwater management issues and water quality protection are covered in the time frame suggested. Please summarize all appropriate documentation in the table below and attach all necessary documentation.

Institution: \_\_\_\_\_

Parcel No.: \_\_\_\_\_

Owner: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Method and Tools for Stormwater Education	Grade Level(s)	Number of Students Annually	Percent of Total Students	Contact Hours