

BEFORE THE
PHILADELPHIA WATER, SEWER AND STORM WATER RATE BOARD

In the Matter of the Philadelphia Water Department's Proposed Change in Water, Wastewater and Stormwater Rates and Related Charges	Fiscal Years 2019-2021
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Direct Testimony

of

Erin Williams

on behalf of

The Philadelphia Water Department

Dated: February 12, 2018

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DIRECT TESTIMONY OF ERIN WILLIAMS

I. Introduction and Purpose of Testimony

Q1. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS FOR THE RECORD.

A1. My name is Erin Williams. My business address is 1101 Market Street, Fifth Floor, Philadelphia, Pennsylvania.

Q2. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A2. I am employed by the City of Philadelphia and serve as Manger for the Stormwater Billing and Incentives Program at the Philadelphia Water Department.

Q3. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND RELEVANT EXPERIENCE.

A3. I hold Bachelor of Science and Master of Science degrees in Environmental Engineering from Drexel University. The attached resume sets forth my educational background and describes various positions of increasing responsibility I have held with the Department. See, Schedule EW-1.

Q4. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A4. The purpose of my testimony is to describe the Department’s stormwater management service charge, the stormwater customer assistance program and the stormwater management incentives programs.

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2
3 **II. The Stormwater Management Service Charge**

4 **Q5. PLEASE PROVIDE AN OVERVIEW OF THE DEPARTMENT'S**
5 **STORMWATER MANAGEMENT SERVICE CHARGE.**

6 A5. Historically, stormwater management service costs were recovered by a charge
7 based upon the meter size associated with a given account and recovered only
8 from properties that had water and sewer service. However, as a result of the
9 decision in the 2009 rate proceeding, the Department began its transition from the
10 old meter based stormwater charge to the current parcel area-based charge.

11 By way of background, in the 2009 rate proceeding the Department advocated
12 that a parcel area-based stormwater charge should be utilized to apportion
13 stormwater management service costs according to a parcel's gross and
14 impervious area rather than on the meter size associated with the account. The
15 parcel-based stormwater charge was designed to more appropriately assign cost
16 of stormwater management in proportion to an individual parcel's actual
17 stormwater contribution. The Department also proposed a billing credits program
18 for those property owners who voluntary mitigate stormwater discharges by
19 managing stormwater on their properties. At the end of the rate proceeding, the
20 Commissioner determined that the proposed parcel area-based stormwater charge
21 appropriately assigned costs for stormwater in proportion to an individual parcel's
22 actual stormwater contribution and that the credits program was a rational
23 approach for addressing those property owners who voluntarily mitigate
24 stormwater runoff by managing stormwater on their property. Based on this
25

1 determination, the Department adopted a parcel-based stormwater charge and
2 billing credits program by regulation made effective on July 1, 2010. The billing
3 credits program was modified in the 2012 rate proceeding to limit the maximum
4 amount of credits that a property may receive. There have been no changes to the
5 credits program or the rate design for the stormwater charge since 2012.

6
7 Under the current stormwater rates, residential properties receive a uniform
8 monthly stormwater charge based on the mean gross area and impervious area of
9 residential properties. Non-residential and condominium properties are charged
10 based on property-specific measurements of gross area and impervious area.
11 Customers may request corrections to the gross and impervious area
12 determinations if they are inaccurate, and may also seek fee adjustments for any
13 parcel data, classification, or billing errors. Additional information on stormwater
14 fee adjustment process and billing credits program is provided in the
15 Department's Storm Water Management Service Charge Credits and Appeals
16 Manual, which is attached to my testimony as Schedule EW-2.

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18
19 **Q6. IS THE DEPARTMENT PROPOSING ANY CHANGE TO THE**
20 **STORMWATER CHARGE RATE DESIGN OR THE CREDITS**
21 **PROGRAM IN THIS RATE PROCEEDING?**

22 **A6.** No. The Department is not proposing any change to the previously approved
23 components of the rate design for the stormwater charge or to the credits
24 program in this rate proceeding.

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2
3 **III. Stormwater Customer Assistance Program**

4 **Q7. PLEASE DESCRIBE THE DEPARTMENT'S STORMWATER**
5 **CUSTOMER ASSISTANCE PROGRAM (CAP)**

6 A7. The rates and charge adopted in the 2012 rate proceeding included a
7 Customer Assistance Program (CAP) to enable a gradual transition to the full
8 parcel-area based stormwater charge for highly impacted customers. CAP was
9 approved by the Water Commissioner in his Rate Determination issued on
10 December 20, 2012, and became effective through amendments to Chapter
11 2 of the Department's regulations, entitled Customer Assistance Programs.

12 The purpose of CAP is to allow non-residential customers who were highly
13 impacted by Department's transition from a meter-based to a parcel area-based
14 stormwater charge to mitigate the annual fiscal year increase due to the transition.
15 CAP affords non-residential customers the ability to gradually transition to a
16 parcel-area based charge over a longer time. Under CAP, stormwater charges
17 for highly impacted non-residential customers are capped at 110% of the
18 customer's bill for stormwater as of the last day of the previous fiscal year.

19
20 The Department officially closed new enrollment to CAP on September 30, 2013.
21 After September 30, 2013, applicants who had previously submitted CAP
22 applications but had outstanding compliance issues that prevented enrollment
23 could re-apply to the program until June 30, 2014. After this date, the 'pool' of
24 CAP accounts became locked-in except for subsequent account drop-out.
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Q8. WHAT IS REQUIRED FOR A CUSTOMER TO REMAIN ENROLLED IN CAP?

A8. Accounts eligible for CAP must meet the following criteria to remain enrolled: the account must service a non-residential property; the account must not be held by a City, State or Federal agency; the account must be current with all water charges and any City tax accounts associated with the parcel must be in good standing; and for a fiscal year with a scheduled rate increase the account must have an increase in stormwater charges between fiscal years that is greater than 10% and \$100.

Q9. WHAT IS THE BENEFIT OF CAP TO THE DEPARTMENT AND ITS CUSTOMERS?

A9. CAP enabled the Department to smoothly transition between meter-based and parcel-area based stormwater rates by addressing the needs of highly-impact customers. This gradual transition was necessary for successful implementation of the current parcel-area based stormwater charge, which in turn created the requisite incentive for the success of PWD’s stormwater grant programs, SMIP and GARP. As I will discuss in the next part of my testimony, these grant programs are critical to the Department meeting its regulatory objectives as defined in its Consent Order & Agreement. CAP serves as a bridge allowing highly-impacted customers to continue to make timely bill payments to the Department as they wait for their SMIP or GARP stormwater project to be completed.

1 **Q10. IS THE DEPARTMENT PROPOSING ANY CHANGE TO CAP IN**
2 **THIS RATE PROCEEDING?**

3 A10. No. Customers in CAP may remain in CAP, but the Department will not accept
4 new enrollments.

5
6 **IV. Stormwater Management Incentive Programs**

7
8 **Q11. HAS THE DEPARTMENT IMPLEMENTED ITS OWN INCENTIVES TO**
9 **PROMOTE STORMWATER MANAGEMENT BEST PRACTICES?**

10 A11. Yes. The Department offers several programs providing technical assistance and
11 financial incentives to its stormwater customers. Expenditures for these programs
12 constitute operating expenses of the Department or contra revenue in the form of
13 credits or reductions to stormwater charges. For example, the Stormwater
14 Management Incentives Program awards grants to property owners that meet
15 selective criteria, including the ability to construct stormwater systems that assist
16 the Department in complying with the requirements of the Department's Consent
17 Order and Agreement with the Pennsylvania Department of Environmental
18 Protection (PaDEP). Additional information on the Consent Order and Agreement
19 with PaDEP is provided in the testimony of the Commissioner. See, Testimony of
20 Debra A. McCarty (PWD Statement No. 1).

21
22 **Q12. PLEASE DESCRIBE THE HISTORY OF THE DEPARTMENT'S**
23 **STORMWATER MANAGEMENT INCENTIVES PROGRAM**

24 A12. The Water Department launched its first stormwater grants program called the
25 Stormwater Management Incentives Program (SMIP) in 2012. This program

1 provides grants to non-residential property owners to design and build stormwater
2 retrofit projects resulting in a Greened Acres that the Department can count
3 toward compliance with the performance requirements in the Consent Order and
4 Agreement with PaDEP. In the first year, the Department awarded \$3.35 million
5 to 7 projects. In the second year of SMIP, the Department awarded another 14
6 projects working under a \$5 million program budget. The SMIP model has been
7 successful to date and is still offered, but the Department also realized its
8 limitations as an effective project development model.

9
10 Beginning in Fiscal Year 2015, the Department launched its second stormwater
11 grants program called the Greened Acre Retrofit Program (GARP). GARP
12 provides grant funding to companies or contractors to construct stormwater
13 projects across multiple properties in Philadelphia's combined sewer area. One
14 major difference between SMIP and GARP is that SMIP projects are initiated by
15 the property owner while GARP projects are initiated by third party engineering
16 firms or project aggregators. The Department has found that GARP has the
17 advantage of attracting interest from a wider set of property owners and allowing
18 green stormwater infrastructure projects to be built at a lower cost per Greened
19 Acre.

20
21 Both SMIP and GARP provide direct and clear paths for property owners and
22 project developers to work with Department to reduce stormwater charges and
23 manage more stormwater in Philadelphia. Stormwater credits are approved only
24 when the stormwater project is completed and verified. Additional information on
25

1 SMIP and GARP is provided on the attached fact sheets and in the Department's
2 Stormwater Incentives Grant Manual, which are attached to my testimony as
3 Schedule EW-3.
4

5 **Q13. HAS THE DEPARTMENT'S BUDGET FOR SMIP AND GARP**
6 **INCREASED OVER THE PAST SEVERAL YEARS?**

7 A13. Yes. The introduction of GARP to the Department's stormwater incentives
8 program necessitated an increase to the program budget. As a result, the
9 Department increased its grants budget to \$10 million in Fiscal Years 2015 and
10 2016 and \$15 million in Fiscal Years 2017 and 2018. To date, the Department has
11 awarded \$65 million in SMIP and GARP grants for nearly 150 green stormwater
12 infrastructure projects across the City.
13

14 **Q14. WAS THE BUDGET FOR SMIP AND GARP FOR FISCAL YEAR 2017**
15 **FULLY UTILIZED?**

16 A14. Yes. PWD spent more than the original budget allocated for SMIP and GARP
17 grants in FY17. PWD awarded \$16.7 million in SMIP and GARP grants, \$1.7
18 million over the original program budget.
19

20 **Q15. WHAT ARE THE BENEFITS OF SMIP AND GARP TO THE**
21 **DEPARTMENT AND ITS CUSTOMERS?**

22 A15. SMIP and GARP grants are important components of the *Green City Clean*
23 *Waters* program and are necessary for the Department to comply with the
24 requirements in the Consent Order and Agreement. The grants also allow
25 businesses, institutions and other non-residential customers to directly implement

1 stormwater management projects and provides a pathway for the Department to
2 take compliance credit for Greened Acres on project sites that would otherwise be
3 inaccessible and at a cheaper price than it would cost the Department to build
4 equivalent projects on public property. As of September 2017, 301 Greened Acres
5 have been constructed using funds provided by SMIP or GARP, and many more
6 are expected to come on-line by the end of this fiscal year.

7
8 **Q16. HAS FUNDING FOR SMIP AND GARP BEEN A CRITICAL FACTOR IN**
9 **ALLOWING THE DEPARTMENT TO MEET THE REQUIREMENTS OF**
10 **ITS CONSENT ORDER AND AGREEMENT?**

11 A16. Yes. Without these programs, the Department would not have met the 5-year
12 milestone of the Consent Order and Agreement, which required the Department
13 to achieve a performance standard of 744 Total Greened Acres by June of 2016.
14 As of that deadline, the projects constructed and in operation with funding from
15 SMIP or GARP accounted for 234 Greened Acres, or approximately 31% of the
16 total Greened Acre requirement for the 5-year milestone.

17
18 **Q17. WHAT TYPES OF STORMWATER MANAGEMENT PROJECTS HAVE**
19 **BEEN FUNDED WITH SMIP AND GARP GRANTS.**

20 A17. A variety of stormwater management projects are constructed with SMIP and
21 GARP grants, including green roofs, rain gardens, and stormwater infiltration
22 basins.

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1 **Q18. HOW ARE THE SMIP AND GARP PROGRAMS BEING PUBLICIZED?**

2 A18. The Department advertises these programs on its website and through social
3 media, newsletters, workshops with engineering and construction firms, and
4 educational events with customers. The Department offers these programs in
5 conjunction with the Philadelphia Industrial Development Corporation (PIDC),
6 and PIDC also helps with marketing and advertising.

7
8 The Department also maintains two online resources for interested property
9 owners, firms and organizations to obtain information about individual properties
10 that may be eligible for SMIP or GARP projects:

- 11 • Parcel Viewer is a searchable online map that provides information about
12 each property's stormwater billing charge. Available at
13 www.phila.gov/water/swmap.
- 14 • Credits Explorer is a website that allows users to estimate discounts to the
15 owner's stormwater billing charge if delineated impervious areas were
16 managed by a GSI project. Available at <http://water.phila.gov/swexp>.

17
18 Interested firms and organizations are also encouraged to work with the
19 Department directly to obtain information about the most impacted customers.
20

21
22 **Q19. IS THE DEPARTMENT MAKING ANY CHANGES TO THESE**
23 **PROGRAMS TO INCREASE PROGRAM PARTICIPATION?**

24 A19. Yes. The Department has several initiatives underway to implement the
25 recommendations provided by the Natural Resources Defense Council (NRDC)

1 and Sustainable Business Network of Greater Philadelphia (SBN) to increase
2 program participation. These include the development of a website that can act as
3 a clearinghouse of property owners interested in stormwater retrofits. The website
4 will provide registered firms and organizations with the contact information of
5 interested property owners, as well as information about the physical
6 characteristics of their properties. In addition, the Department is overhauling all
7 program guidance materials to provide more streamlined information to
8 prospective SMIP and GARP participants.

9
10 **Q20. HOW DOES THE DEPARTMENT DETERMINE THE BUDGET FOR**
11 **THE SMIP AND GARP PROGRAMS?**

12 A20. The Department tracks the costs per Greened Acre achieved for private and public
13 projects. Our most recent data continues to indicate that the cost of constructing
14 green stormwater infrastructure is lower for projects on private land than for
15 projects constructed by the City on public land. As project manager for the
16 Department's Stormwater Billing and Incentives Program, I also track the demand
17 for projects on private property and make recommendations for an appropriate
18 budget based on my best professional judgment as to future demand and the need
19 to balance that determination with overall constraints on increasing program
20 budgets.

21
22 **Q21. WHAT ARE THE CRITERIA USED BY THE DEPARTMENT TO**
23 **AWARD FUNDING UNDER SMIP AND GARP?**

24 A21. Applications are selected for funding primarily based upon the benefit to the
25 Department in terms of the volume of stormwater managed (as managed in

1 Greened Acres) and the cost per Greened Acre. Applicants must not be indebted
2 to the City for any City taxes or water bills.

3

4 **Q22. HOW DOES THE DEPARTMENT VERIFY THAT THE PROJECTS**
5 **HAVE BEEN CONSTRUCTED AND ARE FUNCTIONING AS**
6 **DESIGNED?**

7 A22. PWD requires that all project applicants submit plans to PWD prior to starting
8 construction so that PWD engineering staff can evaluate the effectiveness of the
9 design. Upon completion of construction, the Department receives and reviews
10 engineering as-built drawings and our inspectors visit the site to inspect the
11 completed project. This allows the Department to determine that the project was
12 constructed in accordance with the project design as originally agreed upon
13 between the grantee and the Department. In addition, property owners must
14 provide the Department with an operations and maintenance agreement which
15 allows the Department to access the property in the future to inspect the
16 stormwater infrastructure, and if necessary, maintain, repair and replace the
17 system should it ever become necessary for the Department to do so.

18

19 **Q23. ARE YOU AWARE OF ANY CUSTOMERS THAT HAVE**
20 **TRANSITIONED TO SMIP AND GARP FROM CAP?**

21 A23. Yes. To date approximately 20 customers have transitioned from CAP to SMIP
22 or GARP and are receiving stormwater credits. I anticipate that another 20
23 accounts that have been awarded grants under SMIP and GARP will have their
24 projects constructed soon and will therefore will be transitioned out of CAP.

25

1 **Q24. DOES THE DEPARTMENT PROVIDE ANY STORMWATER**
2 **CUSTOMER ASSISTANCE PROGRAMS FOR RESIDENTIAL**
3 **CUSTOMERS?**

4 A24. Yes. The Philadelphia Water Department has implemented a program for
5 residential customers called Rain Check. This program provides rain barrels to
6 Philadelphia homeowners free of charge and helps residents manage stormwater
7 on their property by providing other stormwater tools such as downspout planters,
8 rain gardens and porous pavers at a reduced cost. Rain Check promotes the
9 reduction of stormwater flows to our sewer system and seeks to educate and
10 engage homeowners about stormwater management.

11

12 **Q25. DOES THIS CONCLUDE YOUR PREPARED TESTIMONY?**

13 A25. Yes, it does.

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Schedule EW-1: Resume of Erin Williams

ERIN WILLIAMS

EDUCATION

Drexel University, Philadelphia, PA

M.S. Environmental Engineering, *Cum laude*, June 2008

B.S. Environmental Engineering, *Cum laude*, June 2008

EXPERIENCE

Philadelphia Water Department, Philadelphia, PA

Manager, Stormwater Billing and Incentives Program, January 2010 - present

- Lead team responsible for the generation, maintenance and improvement of a parcel-based stormwater billing database, includes engineers and GIS specialists
- Manage the Stormwater Management Incentives Program (SMIP) and Greened Acre Retrofit Program, which provide grants to property owners and project developers for completing stormwater retrofits, currently budgeted at \$15 million
- Engage with property owners and consultants to implement projects that help the City meet regulatory requirements and help customers make their bills more affordable
- Develop and enhance an interactive website providing customers with detailed information about the stormwater billing program
- Manage contracts that provide conceptual design assistance to PWD customers
- Develop policy and regulations that promote stormwater management on private property
- Manage a suite of customer assistance programs, including the Stormwater Appeal, Stormwater Credits, and Stormwater CAP programs

Project Engineer, Planning and Research Unit, Stormwater Plan Review and Incentives Program, July 2008 – January 2010

- Reviewed Stormwater Management Plans and Erosion and Sediment Control Plans
- Coordinated inter-City agency efforts to address private and public development
- Performed on-site stormwater management practice inspections

Kling Stubbins, Philadelphia, PA

Engineering Intern, Site/Civil Department, April – September 2007

- Drafted Stormwater Management and Erosion and Sediment Control Plans

CHPlanning Associates, Inc., Philadelphia, PA

Water Resources Intern, On-Site Consultant to Philadelphia Water Department, Office of Watersheds, April – September 2006

- Reviewed conceptual and technical stormwater plans submitted for permit review

PROFESSIONAL REGISTRATIONS & CERTIFICATIONS

Delaware Association of Professional Engineers, E.I.T. issued 2007

**Schedule EW-2: Stormwater Management Service
Charge Credits and Appeals Manual**



PHILADELPHIA
WATER
— DEPARTMENT —

Storm Water Management Service Charge
Credits and Appeals Manual

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1. Introduction

1.1. Overview

A charge for stormwater management services (SWMS) is included in every Philadelphia Water Department (PWD) customer's monthly water/sewer/stormwater bill. Historically, this charge has been based on an account's meter size and recovered only from properties that have water/sewer service. However, effective July 1, 2010, PWD transitioned from an equivalent meter-based SWMS Charge to a parcel area-based SWMS Charge.

All properties in the City of Philadelphia (City) are charged for stormwater services based on the property's area and characteristics. Residential properties receive a uniform monthly charge based on the residential mean Gross Area (GA) and Impervious Area (IA). Non-residential and Condominium properties are charged based on property-specific measurements of GA and IA. PWD has determined the GA and IA for each property using Geographic Information Systems (GIS), orthographic aerial imagery, and City land records.

Customers may request corrections to the GA and/or IA determinations if they are found to be inaccurate, and may also seek fee adjustments for any parcel data, classification, or billing errors.

PWD has implemented a Stormwater Credits Program to offer Non-residential and Condominium customers the opportunity to reduce their total SWMS Charge.

PWD has also implemented an interim SWMS Charge Customer Assistance Program (CAP) to enable a gradual transition to the full parcel-area based SWMS Charge.

PWD recognizes a discounted SWMS Charge for Community Gardens that meet the defined eligibility criteria.

This manual provides detailed information on the policies, eligibility requirements, and technical criteria concerning PWD's Appeals Program, CAP, Credits Program, and Community Gardens Discount.

1.2. Purpose

Adjustment Appeals

The purpose of the SWMS Charge Adjustment Appeals Program is to enable customers to seek adjustments for inaccurate parcel classification, incorrect parcel identification, residential sideyard exemptions, or for errors in the calculation of a parcel's gross and/or impervious area.

CAP

The purpose of the SWMS Charge CAP is to mitigate the annual fiscal year increase due to the transition from a meter-based charge to a parcel-area based SWMS Charge. The CAP affords Non-residential customers the ability to gradually transition to a parcel-area based SWMS Charge over a longer period of time than the established 4-year phase-in.

Stormwater Credits

The purpose of the Stormwater Credits Program is to provide Non-residential and Condominium customers the opportunity to obtain stormwater credits and thereby reduce their monthly SWMS Charge. Stormwater credits can be earned as a result of the construction, operation, and maintenance of Stormwater Management Practices (SMPs) that reduce a parcel's contribution of stormwater runoff.

Community Gardens

Philadelphia City Council has determined that Community Gardens should be afforded a discounted SWMS charge if they meet certain criteria. Owners of, or groups associated with, Community Gardens may apply for this exemption with PWD.

1.3. Organization of the Manual

This manual is organized into the following four sections:

Section 2: Stormwater Appeals

Section 3: CAP

Section 4: Stormwater Credits

Section 5: Community Gardens Discount

Appendix 1: Curve Number Calculation Instructions and Scale

Appendix 2: Charges for SWMS

1.4. Definitions

This section provides definitions for key terms related to the content provided in this manual.

Community Gardens: Any parcel of land in the City used for growing crops, whether food or non-food, that meets all of the criteria in Section 5.2 of this Manual and in Section 203 of the Philadelphia Water Department Regulations.

Condominium Parcel: Real estate, portions of which are designated for separate ownership, and the remainder of which is designated for common ownership by the owners of those portions.

Gross Area (GA): All of the parcel area within the legally described boundaries except streets, medians, and sidewalks in the public right-of-way and railroad tracks and station platforms in the railroad right-of-way.

Impervious Area (IA): A surface, which is compacted or is covered with material that restricts infiltration of water, including semi-pervious surfaces such as compacted clay, most conventionally hard-scaped surfaces such as streets, driveways, roofs, concrete walkways, parking lots, attached and detached structures, and other similar surfaces.

Impervious Area Managed: Impervious area that directs runoff to surface water bodies or to approved Stormwater Management Practices (SMPs).

Impervious Area Reduction: Impervious area that is directed to pervious area on a property or, based on the type of cover, has characteristics similar to pervious area. Impervious Area Reductions include the following disconnection categories: rooftop and pavement areas that are directed to pervious areas on the same property; tree canopy cover that overhangs onsite impervious areas; green roofs used in place of typical roofing; and porous pavement used in place of typical impervious pavement materials.

Non-Residential Parcel: Real estate which cannot be classified as either Residential or Condominium. Real estate used exclusively as a cemetery shall not be considered Non-residential property.

Open Space: The pervious area on a parcel that is calculated as the Gross Area minus the Impervious Area.

Post Construction Stormwater Management Plan (PCSMP): A complete stormwater management plan as described in the Philadelphia Stormwater Regulations and in the [Stormwater Management Guidance Manual](#).

Parcel Classification: Parcels in the City can be classified as either Residential, Non-Residential or Condominium for stormwater billing purposes.

PWD Rates and Charges: On July 1, 2016, Chapter 3 of PWD Regulations was superseded by PWD [Rates and Charges](#).

PWD Stormwater Regulations: Chapter 6 of the Philadelphia Water Department Regulations available at www.phila.gov/water.

Residential Parcel: Real estate used exclusively for residential purposes with at least one and no more than four dwelling units and which cannot be classified as Condominium Property.

Stormwater Credit: The value of the reduction of a customer's monthly SWMS Charge when a property meets the eligibility criteria and an applicant submits an application according to the policies and procedures defined in Section 4 of this Manual.

Stormwater Management Guidance Manual: The Philadelphia Water Department's comprehensive technical guide to stormwater management, available at www.pwdplanreview.org.

Stormwater Management Practice (SMP): Any structure that is designed or constructed to convey, store, or otherwise control stormwater runoff quality, rate, or quantity.

Surface Discharge: The discharge of stormwater runoff from a property to an adjacent surface water body, without the use of PWD infrastructure.

Stormwater Management Service (SWMS) Charge: Philadelphia Water Department's monthly charge for stormwater management services. The SWMS Charge may also be referred to as the Stormwater Charge.

2. Stormwater Appeals

2.1. Objectives

The objective of the Stormwater Appeals Program is to provide stormwater customers an opportunity to appeal the Gross Area (GA) and/or Impervious Area (IA) calculations, parcel classification, claim a residential sideyard exemption, or change the distribution of the Stormwater charges among multiple accounts on a parcel.

2.2. Reasons for Stormwater Appeals

2.2.1. Incorrect Parcel

Customer does not own the parcel for which they are being billed. Incorrect parcel information is typically due to:

- **Incorrect Mailing Address** - The mailing address is incorrect, resulting in the stormwater bill being sent to the wrong address.
- **Property Sale** - The property has been sold and the associated stormwater bill is being sent to the previous owner.
- **Water Account not associated with Correct Parcel** – A water account is receiving stormwater charges based on the GA and IA of another parcel.

2.2.2. Inaccurate Property Classification

Property classification is outdated or erroneous. PWD utilizes the parcel's classification designated by the City's Office of Property Assessment (OPA). Inaccurate property classifications are typically due to:

- **Development/Redevelopment Projects** - The parcel is under development (or has been redeveloped) and the OPA classification no longer applies to the current/proposed parcel use.
- **Cemetery Exemption** - Properties classified as a Cemetery are eligible for an exemption from the SWMS Charge.

2.2.3. Inaccurate Gross Area

The total GA which is being billed for the parcel is incorrect. Recent subdivisions or consolidations, or otherwise inaccurate parcel boundary delineations, are common examples of this appeal type.

2.2.4. Inaccurate Impervious Area

The total IA which is being billed for the parcel is incorrect. Inaccurate IA may result from:

- **Development/Redevelopment Projects** - The parcel has been developed, and PWD's impervious coverage data does not reflect changes to the land cover.
- **Gravel** - Driveways, parking areas, and other surface types appearing as concrete in PWD's aerial photographs consist of a pervious gravel cover.
- **Interim Suspension of IA Charge during Development or Redevelopment** - Parcels that are being developed may have the IA Charges associated with the area of demolition and/or construction temporarily suspended during the time of construction. The customer may request a suspension of the IA Charge, and PWD will suspend it until construction is complete.

2.2.5. Residential Sideyard Exemptions

Residential sideyard exemptions are only applicable to parcels located directly adjacent to a residential parcel. Additionally, the sideyard parcel must be deeded to the same owner as the residential parcel. Garages or service buildings used for commercial purposes adjacent to a residence cannot be granted a residential sideyard exemption.

2.2.6. Reallocation of Stormwater Charge among Multiple Water Accounts on a Single Parcel

When a parcel is served by multiple water accounts, PWD will compute the Stormwater Charge for the parcel and then allocate that charge equally among the accounts. However, a parcel owner may request a different allocation of Stormwater Charge by filing Form A-1. If an alternative Stormwater Charge allocation request is granted, PWD will reapportion the Stormwater Charge among the accounts that serve the parcel according to the allocation percentages requested.

Subsequent to the approval of the requested Stormwater Charge allocation, if the owner adds water accounts or terminates water accounts, it is the owner's responsibility to file Form A-1 requesting another revised reallocation.

NOTE: It is possible that an appeal can result in an increase in the Stormwater Charge. For example, if the current parcel area used in the Stormwater Charge calculation is lower than what is described in the deed on file with the Department of Records, when the adjustment is performed, the

GA of the parcel will increase, resulting in an increase in the Stormwater Charge.

2.3. How to Appeal

2.3.1. Applications

Form A: A Stormwater Appeals Application for each parcel must be initiated by the owner, owner's authorized representative, or account holder. The customer may appeal multiple issues in a single appeals application. The customer may file an appeal for one or more of the reasons listed in Section 2.2:

- **Incorrect Parcel**
- **Inaccurate Property Classification**
- **Inaccurate Gross Area**
- **Inaccurate Impervious Area**
- **Residential Sideyard Exemption**

Form A-1: A Revised Stormwater Charge Allocation for each parcel must be initiated only by the owner or the owner's authorized representative. The percentages specified on Form A-1 must collectively add up to 100%. A percentage must be a positive number with up to two (2) decimal places.

2.3.2. Supporting Documentation

For all appeals, the customer should provide a **brief written description** of the reason for their stormwater appeal. Additionally, it is recommended that the following documentation be provided along with the SWMS Charge Appeals Application (Form A):

Incorrect Parcel: Supporting documentation recommended for this appeal type will depend on the reason for the inaccuracy.

- **Incorrect Mailing Address:** current owner and mailing address for parcel, if known
- **Property Sale:** copy of a deed documenting the property transfer
- **Water Account not Associated with Correct Parcel:** copy of water bill

Incorrect Property Classification: For appeals related to incorrect parcel information, PWD recommends that the applicant provide the following:

- Written description of the requested classification
- Site photographs

- Documentation from the Department of License and Inspections (e.g. Certificate of Occupancy)

Property classifications are available from the OPA. OPA's contact information is provided below:

Office of Property Assessment (OPA)
Property Inquiry Support
Phone: 215-686-4334
Fax: 215-686-9223
The Curtis Center
601 Walnut Street, Suite 300 West
Philadelphia, PA 19106
Website: <http://opa.phila.gov/>

Incorrect GA or IA: For appeals related to incorrect GA and/or IA information, it is recommended that customers provide adequate evidence supporting the requested GA and/or IA square footage by providing the following:

- Deed, Deed Reference Number, or Registry Number available from the Philadelphia Department of Records (DOR). DOR's contact information is provided below:

Department of Records (DOR)
City Hall
Philadelphia PA, 19107
Email: records.info@phila.gov
Phone: 215 686 2260
Website: <http://www.phila.gov/records/>

- Site plan
- Site photographs
- Marked-up image showing correct parcel boundary and/or impervious coverage

If PWD is unable to make a determination based on the information submitted, then PWD may request a land survey prepared by a Registered Surveyor at the customer's cost.

Residential Sideyard: For appeals requesting a residential sideyard exemption, it is recommended that customers provide:

- Site photos
- Letter stating sideyard parcel is used exclusively for residential purposes.

2.4. Appeals Application Procedures

2.4.1. Review Stormwater Billing Property Data Summary

The data used to calculate the Stormwater Charge for each property can be reviewed on the Public Parcel Viewer Website (www.phillystormwater.org). If any inaccuracies are found, an appeal can be filed.

2.4.2. Application Forms

Form A, the Stormwater Appeal Application, and Form A-1, the Revised Stormwater Charge Allocation Application, are available online at <http://www.phila.gov/water/wu/stormwater/>.

2.4.3. Application Submission

The completed application and the supporting documentation must be submitted to:

Stormwater Billing Program
Philadelphia Water Department
1101 Market St., 4th Floor
Philadelphia, PA 19107

Or applications can be emailed to PWDSStormwaterAppeals@phila.gov.

2.4.4. PWD Technical Review

PWD will review the submitted Appeal Application once it is received and determine any corrections to billing data that may be warranted. Applicants may be contacted if further information is needed or to arrange a site visit.

2.4.5. Notice of Disposition

PWD will send a written Notice of Disposition (Form E) to the applicant upon completing of the technical review of the Appeal Application. The Notice of Disposition will state the decision of the Stormwater Appeal Application.

2.4.6. Billing Adjustments

The typical length of time to process an Appeal Application (including review, issuing a decision letter, and applying any billing adjustments) is 3-4 weeks from the date the application is received. If an appeal results in adjustments to any previously billed amounts, or the monthly stormwater

charge calculation, these adjustments will be reflected in the customer's monthly water bill within 1-2 billing cycles.

2.5. Appeals Application Policies

2.5.1. Parcel Classifications

The parcel classifications utilized in PWD's Stormwater Billing Database are based on classifications determined by the Philadelphia Office of Property Assessment (OPA). Additional information regarding a parcel's classification is available from the City's Office of Property Assessment at www.phila.gov/opa or the Department of Records at www.phila.gov/records.

2.5.2. Burden of Proof

If a customer files an Appeal Application, it is the customer's responsibility to demonstrate that PWD's calculation of GA, IA, designation of stormwater class, or record of owner is erroneous. A customer may need to resolve errors in public records with other City departments (such as OPA or DOR).

2.5.3. Right-of-Entry

Following submission of an Appeal Application, the customer shall grant the City, its employees, or authorized agents permission to enter the parcel on providing forty-eight (48) hour written notice and, in any case, at reasonable times and without unreasonable disruption, to inspect the parcel to ensure that the information provided in the appeal accurately represents the current parcel conditions.

2.5.4. Stormwater Charge Payment

A pending Appeal Application shall not constitute a valid reason for non-payment of the Stormwater Charge.

2.5.5. Documentation Costs

The customer is solely responsible for costs incurred in the preparation of the required documentation and/or the submission of an Appeal Application. There is no application fee associated with the filing of an Appeal Application.

2.5.6. Appeals Effective Date

If the Appeal Application results in a revised GA and/or IA calculation, correction of parcel classification, correction of parcel identification, or revisions to the default charge allocation, then the adjusted SWMS Charge will be effective upon receipt of the application.

2.5.7. Appeal Decision Disputes

Questions regarding an appeal decision can be discussed with the Stormwater Appeals Team at pwd.stormwaterappeals@phila.gov or (215) 685-6244.

To challenge a decision issued, an appeal may be filed with the Tax Review Board, 100 South Broad Street, Room 400, Philadelphia, PA 19110, within 30 days of receipt of PWD's decision letter. A copy of the Form E Notice of Disposition must be submitted with the request. Inquiries regarding the Tax Review Board hearing process can be directed to (215) 686-5228.

3. Customer Assistance Program (CAP)

3.1. Objectives

The objective of the Stormwater Customer Assistance Program (CAP) is to enable stormwater customers to mitigate the annual fiscal year increase on their monthly Stormwater Charge due to the transition from a meter-based to a parcel area-based charge. The CAP affords eligible customers the ability to gradually reach the full parcel area-based Stormwater Charge.

3.2. CAP Policies

3.2.1. Eligibility Criteria

To be eligible for the CAP, an account needs to meet **all** of the following criteria:

- ◆ The account must be for a non-residential property.
- ◆ For a fiscal year with a scheduled rate increase, the monthly Stormwater Charge of the customer's account for the current fiscal year must be at least 10% more than the monthly Stormwater Charge of the prior fiscal year.
- ◆ For a fiscal year with a scheduled rate increase, the monthly Stormwater Charge of the customer's account for the current fiscal year must be at least \$100 more than the monthly Stormwater Charge of the prior fiscal year.
- ◆ The customer cannot be delinquent in (i) any tax payments to the City or (ii) the payment of water/sewer/stormwater charges.
- ◆ The account is not a City, State, or Federal account.

3.2.2. Enrollment Period

The enrollment period for filing CAP applications for new applicants ended September 30, 2013. Only existing CAP applicants are still eligible to participate.

3.2.3. CAP Adjustments

Adjustments are applied to enrolled accounts every month during the last week of the month prior to the upcoming billing period. Enrolled accounts are still billed the full monthly Stormwater Charge on the stormwater line item of the bill. The monthly adjustment applied to the account reduces the net billed stormwater charge to 10% above the Base Year Stormwater Charge. As long as the account remains eligible per the criteria in Section 3.2.1, the account will receive adjustments such that the stormwater charge increases by 10% each fiscal year. More information about the Base Year Stormwater Charge can be found in Section 3.2.6.

3.2.4. Compliance Checks

Applicants enrolled in CAP will be subject to an annual compliance check processed by the Revenue Department and Water Revenue Bureau. These agencies verify that the tax and water accounts remain in good standing.

- ◆ If approved by both agencies, the account will continue to receive CAP adjustments assuming the applicant still meets all eligibility requirements as outlined in Section 2.1.
- ◆ If found delinquent by either agency, the applicant will be notified and will receive one (1) additional monthly CAP adjustment.
 - If the applicant resolves the delinquency issues and reapplies within 30 days, the adjustments will continue to be applied to the water account.
 - If the applicant does not resolve the delinquency issues and/or fails to reapply within 30 days, further adjustments will be suspended. Applicants that fall within this category will be given an additional 60 day grace period to become compliant and reapply to the program.
 - Any adjustments missed during the 60 day grace period may be retroactively applied to the account assuming the delinquencies are cleared within the 60 day grace period.
 - Applicants that do not resolve delinquency issues and/or fail to reapply within the additional 60 day grace period will not receive retroactive CAP adjustments. Applicants can still receive future adjustments contingent on their successful approval into the program.
- ◆ Grace Period
 - Enrollees whose compliance issues can't be resolved within the 30 day window can request an extension to seek resolution.

3.2.5. CAP Re-Application

In the case of an account or property ownership change, the new customer must re-apply for CAP. The following procedures apply:

- ◆ The existing CAP adjustments on the account will continue for 90 days from the ownership change date.
- ◆ PWD will notify the new account holder of the CAP expiration date and remind him/her to re-apply.
- ◆ If new customer fails to re-apply within 90 days, then PWD will revoke the CAP adjustments. If the new customer applies for CAP after the 90-day period, then the CAP application will be processed similar to that of a new CAP enrollee.

3.2.6. Base Year SWMS Charge

The Base Year SWMS Charge refers to the monthly SWMS Charge of a Non-residential account to which the CAP eligibility criteria will be applied and from which the CAP adjustment will be calculated. The Base Year SWMS Charge is determined as follows:

- ◆ **Existing Stormwater Assistance Phase-in Program (SWAPP)**
Customers: The Base Year SWMS Charge is the SWAPP SWMS monthly charge that existed on the account as of June 30, 2012 (FY 2012).
- ◆ **New CAP Enrollees that apply in FY 2013:** The Base Year SWMS Charge is the SWMS Charge that existed on the account as of June 30, 2012 (FY 2012).
- ◆ **New Enhanced CAP Enrollees that apply in FY 2014:** The Base Year SWMS Charge is the SWMS Charge that existed on the account as of June 30, 2013 (FY 2013).

4. Stormwater Credits

4.1. Objectives

The Stormwater Credits Program is designed to achieve the following key objectives:

- ◆ Provide financial and environmental incentives to Non-residential and Condominium customers to implement and maintain functional SMPs and promote parcel characteristics that mitigate stormwater runoff to help the City meet its stormwater management goals
- ◆ Provide an opportunity for Non-residential and Condominium customers to reduce their monthly SWMS Charge

4.2. Credit Policies

PWD's Stormwater Credits Program is governed by the following policies:

4.2.1. Eligibility

Customers on a Non-residential or Condominium parcel with at least Five-Hundred (500) square feet of gross area and whose accounts(s) are not past due are eligible to apply for credits.

4.2.2. Classes of Credits

PWD currently offers the following three classes of credits:

- ◆ Impervious Area Stormwater Credit (IA Credit)
- ◆ Gross Area Stormwater Credit (GA Credit)
- ◆ National Pollutant Discharge Elimination System Credit (NPDES Credit) for Industrial Stormwater Discharge Activities

Depending on the types of SMPs present on the property, and whether the customer holds a valid industrial NPDES permit for the site, a parcel may be eligible for all three classes of credits.

4.2.3. Impervious Area Reductions (IARs)

PWD currently offers IARs for the following five categories:

- ◆ Tree Canopy Cover
- ◆ Roof Leader/Downspout Disconnections
- ◆ Pavement Disconnections
- ◆ Green Roofs

◆ Porous Pavement

IARs result in a direct reduction of the billable IA on a parcel. The customer must demonstrate that the IARs calculated on the parcel meet the requirements defined below.

Note: Some IARs may require ongoing maintenance in order to maintain their effectiveness and are subject to renewal requirements.

4.2.3.1. Tree Canopy

A property is eligible for a Tree Canopy Cover IAR when new or existing tree canopy (from the approved species list) extends over ground level impervious area on a parcel. Under these circumstances, a portion of impervious area may be deducted from total billable IA.

The IAR is calculated for new and existing trees as follows:

- ◆ An IA reduction equal to half of the overlapping canopy area is permitted. The reduction may only be applied to the IA adjacent to the tree.

4.2.3.2. Roof Leader/Downspout Disconnection

A property is eligible for a Roof Leader/ Downspout Disconnection IAR when a downspout is disconnected and then directed to a pervious area which allows for infiltration, filtration, and increased time of concentration of stormwater runoff. A roof is considered to be completely or partially disconnected if it meets the following requirements:

- ◆ The length and width of the receiving pervious area is greater than or equal to the contributing impervious area's length and width.
- ◆ The soil is not designated as a hydrologic soil group "D" or equivalent.
- ◆ The overland flow path has a positive slope of 5% or less.

The IAR is calculated as the area of the roof that meets the Roof Leader/Downspout Disconnection requirements.

Note: Disconnection of roof leaders/downspouts may require additional approvals from PWD as well as from the Office of Licenses and Inspections (L&I).

4.2.3.3. Pavement Disconnection

A property is eligible for a Pavement Disconnection IAR when pavement runoff is directed to a pervious area which allows for infiltration, filtration and increase time of concentration. This method is generally applicable to small or narrow pavement structures such as driveways and narrow pathways. For impervious areas that meet the requirements, all of the disconnected impervious area may be deducted from the total IA. Pavement is considered disconnected if it meets the following requirements:

- ◆ The contributing flow path over impervious cover is no more than 75 feet.
- ◆ The length and width of the receiving pervious area is greater than or equal to the contributing impervious area's length and width.
- ◆ The soil is not designated as a hydrologic soil group "D" or equivalent.
- ◆ The slope of the contributing impervious area is 5% or less.
- ◆ The slope of the overland flow path is 5% or less.

4.2.3.4. Green Roofs

A property is eligible for a Green Roof IAR when a green roof is installed on a building. The design, construction, and maintenance plan must meet the minimum requirements specified by PWD in Section 4.3 of the [Stormwater Management Guidance Manual V3.0](#). Since a green roof is not a zero discharge system, the roof must be able to safely convey excess runoff to the storm sewer, combined sewer, or receiving water body.

The IAR is calculated based on the entire area of the green roof in square feet. Normal roof areas directed to a green roof may also be eligible for a Green Roof IAR. Please contact PWD's Stormwater Credits team directly for further information.

4.2.3.5. Porous Pavement

A property is eligible for a Porous Pavement IAR when a porous pavement system is installed on a customer's property such that it does not create any areas of concentrated infiltration. Porous pavement systems, including porous asphalt, porous concrete, porous/permeable pavers, and other approved porous surfaces, can be considered disconnected if they receive direct rainfall only and are underlain by a crushed stone infiltration bed.

Porous pavement systems must meet the minimum requirements specified by the PWD in Section 4.2 of the [Stormwater Management Guidance Manual V3.0](#).

4.2.4. Impervious Area Stormwater Credit

To be eligible for IA Credit, the customer must demonstrate applicable management of the first inch of runoff from impervious areas on a property. As defined in the PWD Rates and Charges, Section 4.5(c)(1), management of the first inch of runoff can be achieved by employing SMPs that manage runoff in one of the three following ways:

- ◆ Infiltration
- ◆ Detention and slow release
- ◆ Volume reduction and filtration

Not all SMPs are effective in every area of the City. The types of SMPs that qualify for credits are based on the ultimate discharge location of a parcel's runoff.

Table 1 presents the IA stormwater management options that are available to customers based on the discharge location of the parcel:

Table 1 – Impervious Area Management Practice by Discharge Location

Management Practice (SMP)	Discharge Location	Combined Sewer Areas	Separate Sewer Areas
Infiltrate first 1" of runoff		✓	✓
Detain and slow-release the first 1" of runoff		✓	
Route the first 1" of runoff through an approved volume-reducing practice			✓

Shared SMPs: Stormwater credits may also be available to individual parcels where stormwater management is being implemented on a shared, collective basis by an organization and/or group of parcel owners within a defined geographic area. In these instances, PWD will assess the effectiveness of the SMP, and at its discretion, issue credit to the individual customers based on the square footage of IA managed from each parcel. In other words, credit will be granted for the portion of an individual customer's IA which contributes to and is managed by the shared SMP. PWD encourages cost-sharing to support the design, construction, and maintenance of shared SMPs; however, PWD will neither facilitate nor intervene in private transactions nor be responsible for negotiating or enforcing shared maintenance agreements.

Properties with Surface Discharge: Parcels with areas that discharge directly to surface water bodies may satisfy the management of the first inch of run-off by virtue of the property's drainage characteristics.

For areas that are routed to existing SMPs before being discharged to a surface water body, customers must demonstrate that the SMPs are compliant with all applicable regulations, constructed according to the original design plans, and are being maintained in a functional condition.

4.2.5. Gross Area Stormwater Credit

Two options are available to customers to receive GA Credit.

◆ **Option 1: Management of the First-Inch of Runoff (Impervious Area Only)**

GA Credit is automatically achieved when a parcel is approved for IA Credit through management of the first inch of runoff. The area that receives IA Credit will also receive an equivalent amount of GA Credit for the land area underneath the IA.

◆ **Option 2: GA Credit Based on NRCS-CN (Open Space Only)**

This option is only applicable to the open space (GA-IA) of a parcel. Under this option, the customer must demonstrate a Natural Resource Conservation Service Curve Number (NRCS-CN) that meets one of the values contained in the Curve Number Scale found in Appendix 1. The CN represents the runoff potential for a particular soil and ground cover.

A percent reduction is applied for each whole number below a CN of 75. A CN of 55 may yield the maximum applicable GA Credit. The

percent reduction that is applied varies depending on a property's discharge characteristics and the existence of a NPDES permit for industrial stormwater discharge activities. The CN Scale in Appendix 1 provides the GA Credit associated with the different scenarios. More information on NRCS-CN is available in the [Stormwater Management Guidance Manual](#).

4.2.6. National Pollutant Discharge Elimination System Industrial Permit Stormwater (NPDES) Credit

To receive a NPDES Credit, the customer must demonstrate that the parcel is subject to an active NPDES Permit for Industrial Stormwater Discharge Activities and that the operator has been in compliance with the permit requirements during the preceding twelve months. The NPDES Credit will be applied as discussed in Section 4.2.4.

4.2.7. Calculation of SWMS Charge with Credits

In the case of parcels that are eligible for one or more classes of credits and/or IARs, the total monthly IA and GA charges are calculated in the following sequence:

Step 1: Determine any areas that meet the IAR criteria and subtract the total IAR area from the billable IA

Step 2: Determine any applicable credits. The approach used in calculating the IA and GA credits varies depending on a property's drainage characteristics and existence of an active NPDES permit for stormwater industrial discharge activities. The IA and GA credits are calculated as follows:

- i. **NON-SURFACE DISCHARGE Areas without NPDES Credits:**
For areas of a property that do not discharge stormwater to a surface water body, applicable credits are calculated as follows:
 - The IA Credit is calculated by applying an 80% maximum credit factor to the parcel's IA square footage that is managed (IA Managed).
 - For the GA underneath the IA Managed, the GA Credit is calculated by applying an 80% maximum credit factor to the square footage of IA Managed.
 - For any open space areas (GA minus IA), a GA Credit up of 80% may be applied, as applicable

- ii. **NON-SURFACE DISCHARGE Areas with NPDES Credits:** For areas of a property that do not discharge stormwater to a surface water body and the property has an active NPDES permit for industrial stormwater discharge activities, applicable credits are calculated as follows:
- The IA Credit is calculated by applying an 87% maximum credit factor to the parcel's IA square footage that is managed (IA Managed).
 - For the GA underneath the IA Managed, the GA Credit is calculated by applying an 87% maximum credit factor to the square footage of IA Managed.
 - For any open space areas (GA minus IA), a GA Credit maximum of 87% may be applied, as applicable.
 - If the property is not eligible for any GA or IA credits, then the property will receive a 7% credit towards both the IA and GA square footage.
- iii. **SURFACE DISCHARGE Areas without NPDES Credits:** For areas of a property that discharge stormwater to a surface water body, applicable credits are calculated as follows:
- The IA Credit is calculated by applying a 90% maximum credit factor to the parcel's IA square footage that is managed (IA Managed).
 - For the GA underneath the IA Managed, the GA Credit is calculated by applying a 90% maximum credit factor to the square footage of IA Managed.
 - For any open space areas (GA minus IA), a GA Credit maximum of 90% may be applied, as applicable.
- iv. **SURFACE DISCHARGE Areas with NPDES Credits:** For areas of a property that discharge stormwater to a surface water body and the property has an active NPDES permit or industrial stormwater discharge activities, applicable credits are calculated as follows:
- The IA Credit is calculated by applying a 97% maximum credit factor to the parcel's IA square footage that is managed (IA Managed).
 - For the GA underneath the IA Managed, the GA Credit is calculated by applying a 97% maximum credit factor to the square footage of IA Managed.

- For any open space areas (GA minus IA), a GA Credit maximum of 97% may be applied, as applicable.

Step 3: The final billable IA and GA (Final IA and Final GA) are calculated as the total IA and GA minus any applicable IA and GA credits, determined in Step 2.

Step 4: The IA and GA charges are then calculated based on the Final IA and GA square footage (calculated in Step 2) and the IA and GA rates defined in PWD Rates and Charges Section 4.0.

Step 5: If, after the application of all applicable credits, a parcel's monthly total SWMS charge that is calculated in Step 3 is less than the non-residential minimum monthly charge, then each account will be subject to the Non-residential minimum monthly charge, as defined in PWD Rates and Charges Section 4.3(6).

Note: If any account is eligible for special reduced rates under PWD Rates and Charges Section 5.2, the reduction will be applied to the entire water/sewer/stormwater bill after all stormwater credits are applied.

4.2.8. Miscellaneous Credits Provisions

4.2.8.1. Condominium Parcels

Individual Condominium unit owners are not eligible to apply for stormwater credits. Only the Condominium Owners Association (COA) or its authorized representative may apply for stormwater credits for the parcel.

4.2.8.2. Credits Application Decisions

Questions regarding a credits decision can be discussed with the Stormwater Credits Team at pwd.stormwatercredits@phila.gov or (215) 685-6070.

To challenge a decision issued, an appeal may be filed with the Tax Review Board, 100 South Broad Street, Room 400, Philadelphia, PA 19110, within 30 days of receipt of PWD's decision letter. A copy of the Form D Notice of Disposition must be submitted with the request. Inquiries regarding the Tax Review Board hearing process can be directed to (215) 686-5228.

4.2.8.3. Credits Application Fee, Cancellation

The credits application fee is non-refundable. Incomplete credits applications expire one year from the date of the original submission. Once an application expires, the customer must submit a new credits application with all supporting documentation and fee.

Note: The application fee is waived for projects that went through PWD's Stormwater Management Plan Review approval process and projects awarded stormwater grant funding by PWD

4.2.8.4. Credits Effective Date

Credits are effective the date that PWD receives a complete credits application, including all required supporting documentation and the application fee.

4.2.8.5. Credits Expiration

Credits expire four (4) years from their effective date. The customer must submit a credits renewal application (FORM C) at least thirty (30) days before the expiration date to renew the stormwater credits. The approved credits renewal is effective on the expiration date of the original credit.

If the customer fails to submit a renewal application at least thirty (30) days before the expiration date, then the credits may expire, as PWD cannot guarantee the renewal will be processed prior to the next billing period. Note: Should the customer fail to reapply within 30 days of the expiration date, the customer will not receive credit towards the SWMS Charge during the months in which the renewal application was past due and the credits had lapsed.

Redevelopment properties with credits approved under previous versions of the [Stormwater Management Guidance Manual](#) are eligible for credit renewal as long as the SMP for which credit was granted is operational, and maintenance has been performed in accordance with the [Manual](#).

4.2.8.6. Credits Application Processing

PWD will conduct technical review of credits only after receipt of a complete application, including the fee and all required supporting documentation. PWD will review a credits application

only if the customer's account payments pertaining to the parcel are current.

4.2.8.7. Site Inspections

After a customer submits a credits or credits renewal application, PWD may inspect the parcel to verify the information provided in the application and in the supporting documentation. It is the responsibility of the customer to allow PWD access to the parcel.

Following submission of a credits or credits renewal application, the customer shall grant the City, its employees, or authorized agents permission to enter the parcel on providing forty-eight (48) hour written notice and, in any case, at reasonable times and without unreasonable disruption, to inspect the parcel to ensure that the information provided in the application accurately represents the current parcel conditions.

4.2.8.8. Termination of Credits

PWD may review and terminate one or more classes of approved credits at any time if SMPs associated with those credits are found to be improperly maintained and/or not adequately functional. Customers may from time to time be asked to submit documentation and/or grant access to the parcel receiving credit. Failure to comply with such requests may result in the termination of credit.

4.2.8.9. SWMS Charge Payment

A pending credits application shall not constitute a valid reason for non-payment of the SWMS Charge.

4.2.8.10. Documentation Costs

The customer is solely responsible for costs incurred in the preparation of the required documentation and/or the submission of the credits application.

4.2.8.11. Application Review Priority

If a customer submits an Appeals and a Credits Application at the same time, the Appeals Application will be reviewed and processed first, followed by the Credits Application.

4.3. Stormwater Credits Application Requirements

4.3.1. Application

Form B: The customer must submit a complete Form B - Stormwater Credits Application when applying for an initial credit or additional credits. The customer may request one or more classes of credit in the application.

Form C: The customer must submit a complete Form C – Stormwater Credits Renewal Application when renewing existing credits.

Each application must be submitted with the appropriate fee and supporting documentation.

4.3.2. Supporting Documentation

The following supporting documentation is required for each of the three classes of credits:

4.3.2.1. Impervious Area Stormwater Credit

- ◆ **Post-2006 Development:** Parcels that have redeveloped since 2006 and were subject to the PWD Stormwater Regulations must be compliant in order to be eligible for stormwater credit. Appropriate documentation, including as-built plans and a construction certification package, must be on file with PWD Plan Review before credits can be evaluated. Please contact PWD Plan Review (pwd.planreview@phila.gov) for questions concerning post-construction documentation requirements.
- ◆ **Pre-2006 Development:** Parcels with stormwater facilities constructed prior to 2006 must demonstrate compliance with current stormwater credits regulations in order to be eligible. Appropriate documentation, including as-built plans and associated engineering calculations, must be submitted with a completed application (Form B). Please contact the PWD Credits Program (pwd.stormwatercredits@phila.gov) for questions concerning submission requirements.
- ◆ **Stormwater Retrofits:** Customers that have implemented stormwater retrofits must also provide appropriate post-construction documentation to PWD before credits can be evaluated. At a minimum, this includes as-built drawings and a

construction certification package. Please contact the PWD Credits Program (pwd.stormwatercredits@phila.gov) for questions concerning post-construction stormwater management documentation requirements.

- ◆ **Impervious Area Reduction:** Customers applying for impervious area reductions must submit a site plan delineating the requested areas to be credited as well as recent photos of the property.
- ◆ **Surface Discharge:** Customers with areas that discharge to a surface water body must provide a plan indicating drainage conditions and topography. Areas that discharge to a surface water body should be delineated on the plan.

4.3.2.2. Impervious Area Stormwater Credit Renewal

The customer must provide all of the following along with a completed credits renewal application (Form C):

- ◆ Recent photos of the stormwater management system (s) and contributing drainage areas.
- ◆ For areas receiving credit because of SMPs:
 1. Record of inspections and maintenance activity for each SMP and a letter certified by a qualified professional verifying that the SMP has been observed following a rain event and meets the original stormwater management requirements.
 2. Summary of all changes to the property condition since the date of the last credit request
- ◆ For areas receiving credit because of surface water discharge, a letter certified by a qualified professional that drainage conditions have not changed since the date of the original credits application

4.3.2.3. Gross Area Stormwater Credit

- ◆ **Option 1: Management of the First-Inch of Runoff (Impervious Area Only)**

If a customer is granted an IA Credit, a GA Credit for the same square footage of the IA managed will also be granted. No additional documentation is required from the customer to support approval of the GA Credit.

- ◆ **Option 2: GA Credit Based on NRCS-CN (Non-Impervious Area Only)**

The customer must provide the following along with a completed application (Form B):

- Plan delineating cover types and hydrologic soil groups
- Calculations supporting computed CN

4.3.2.4. **Gross Area Stormwater Credit Renewal**

💧 **Option 1: Management of the First-Inch of Runoff (Impervious Area Only)**

Renewal of GA Credits approved under Option 1 will be processed in conjunction with the associated IA Credit renewal requirements. No additional documentation is required for the GA Credit renewal.

💧 **Option 2: GA Credit Based on NRCS-CN (Non-Impervious Area Only)**

The customer must provide the following along with a completed renewal application (FORM C):

- Recent site aerial image or photos of the site.

4.3.2.5. **National Pollutant Discharge Elimination System (NPDES) Stormwater Credit and Renewal**

To request a NPDES Credit the customer must provide all of the following along with a completed Form B or Form C, if requesting a credits renewal:

- 💧 Copy of an active NPDES Stormwater Permit for Industrial Stormwater Discharge Activities
- 💧 Copy of the Discharge Monitoring Report(s) from the current year

4.3.3. **Fees**

Stormwater Credits Application: \$150

Stormwater Credits Renewal Application: \$50

Note: The credits application fee is waived for projects that went through PWD's Stormwater Management Plan Review approval process and projects awarded stormwater grant funding by PWD. The credits renewal application fee is applicable to all projects and applications.

Fees are non-refundable and may be paid by check or money order to The City of Philadelphia Water Department.

4.4. Credits Application Procedures

4.4.1. Application Forms

Form B Stormwater Credits Application and Form C Stormwater Credits Renewal Application are available online at:

<http://www.phila.gov/water/wu/stormwater/>

4.4.2. Application Submission

The completed application, supporting documentation, and non-refundable application fee must be submitted to:

Stormwater Billing Program
Philadelphia Water Department
1101 Market St., 4th Floor
Philadelphia, PA 19107

4.4.3. Notice of Disposition

PWD will send a written Notice of Disposition (Form D) to the applicant on completing the technical review of the credits application. PWD may inspect the subject parcel to verify the information provided in the application.

5. Community Gardens

5.1. Objectives

Philadelphia City Council has determined that Community Gardens should be afforded a discounted stormwater management service charge if they meet certain criteria. A summary of this criteria as well as associated policies and procedures are provided herein.

5.2. Criteria for Community Garden Discount

- 5.2.1. The parcel's principal use is devoted to regularly-planted crop beds and such other related uses as are reasonable and necessary to growing such crops and maintaining the garden.
- 5.2.2. At least 80% of the gross area of the parcel is effectively pervious. PWD will evaluate the total Impervious Area as a percentage of the parcel's Gross Area. Impervious Areas that meet the Department's Impervious Area Reduction Credit definition (Section 4.2.3) will be considered effectively pervious for the purposes of the Community Garden discount.
- 5.2.3. The Community Garden is appropriately maintained so as not to cause blight or nuisance.
- 5.2.4. A community, non-profit or other organization associated for purposes of operating the Community Garden operates the Garden for public benefit.
- 5.2.5. The organization must possess written evidence of the right to use the parcel as a Community Garden.
- 5.2.6. Gardening activities are conducted primarily by members of the organization.

5.3. Application Procedures

- 5.3.1. The Community Gardens application, otherwise known as Form G, is provided on PWD's [website](#) and as an attachment to this Manual.
- 5.3.2. Applicants may request the individual discounts for each parcel or may make a single request for a collection of proximal parcels.
- 5.3.3. Form G must be submitted to the Department along with the following: 1) map of garden; 2) recent garden photograph; 3) written evidence of right to use parcel as Community Garden; and 4) document showing organization of Community Garden. Explanations of each of these items are contained within Form G.
- 5.3.4. The Department will review the Form G and associated documents for discount eligibility and a written decision will be provided to the applicant once the review has concluded. The Department may inspect any parcel seeking this discount at any time in order to verify eligibility.

5.4. Policies

- 5.4.1. The approved discount is good for period of 4 years and can be renewed for an additional 4 years up on submittal of a complete renewal application.
- 5.4.2. Approved gardens must continue to meet criteria and are subject to periodic verification by the Department at its discretion.
- 5.4.3. When a complete application is received before January 1, 2018 and approved, the discount shall be effective January 1, 2017. Applications received and approved after January 1, 2018 shall be effective the date the complete application is received.

- 5.4.4. Community Gardens approved for the stormwater charge discount are still subject to water and sewer charges, as applicable. The Community Garden discount only applies to the stormwater charge of a customer's water bill.
- 5.4.5. Questions regarding a Community Gardens discount decision can be discussed with the Stormwater Appeals Team at pwd.stormwaterappeals@phila.gov or (215) 685-6244.

To challenge a decision issued, an appeal may be filed with the Tax Review Board, 100 South Broad Street, Room 400, Philadelphia, PA 19110, within 30 days of receipt of PWD's decision letter. A copy of the Form H Notice of Disposition must be submitted with the request. Inquiries regarding the Tax Review Board hearing process can be directed to (215) 686-5228.

Appendix 1 - Curve Number Calculation Instructions and Scale

1. For each non-impervious area cover type on the subject property, list the hydrologic soil group of the underlying soil in Column C and the corresponding Curve Number (CN) value in Column D. Do not include impervious areas in the calculations.
2. In Column E enter the area that each cover type encompasses.
3. Multiply the values in Column D and E, and place the product in Column F.
4. When all values have been calculated and entered, find the sums of Columns E and F, and place these values at the bottom of the worksheet in the corresponding row titled "TOTAL SUMS".
5. To find the Average CN, divide the total sum of Column F by the total sum of Column E.
6. Calculate the percentage of GA Credit. Use the accompanying CN scale to determine the credit percentage.

Cover Description		Curve Number for Hydrologic Soil Group				
Cover Type	Hydrologic Condition	A	B	C	D	Ub
Lawns, parks, golf courses, etc.						
	Poor (grass cover < 50%)	68	79	86	89	79
	Fair (grass cover 50% to 75%)	49	69	79	84	69
	Good (grass cover > 75%)	39	61	74	80	61
Meadow		30	58	71	78	58
Athletic Fields		68	79	86	89	79
Porous Turf		70	70	79	84	69
Brush (brush-weed-grass mixture with brush the major element)						
	Poor	57	73	82	86	73
	Fair	43	65	76	82	65
	Good	32	58	72	79	58
Woods-grass combination (orchard or tree farm)						
	Poor	57	73	82	86	73
	Fair	43	65	76	82	65
	Good	32	58	72	79	58
Woods						
	Poor	45	66	77	83	66
	Fair	36	60	73	79	60
	Good	30	55	70	77	55
Gravel		76	85	89	91	89
Dirt		72	82	87	89	87

GA CREDIT WORKSHEET
FOR OPEN SPACE CURVE NUMBER

Column A	Column B	Column C	Column D	Column E	Column F
Cover Type	Hydrologic Condition	Hydrological Soil Group	CN	Area (SF)	Product
Lawns, parks, golf courses, etc.	Poor (grass cover <50%)	_____	_____	_____	_____
	Fair (grass cover 50-75%)	_____	_____	_____	_____
	Good (grass cover >75%)	_____	_____	_____	_____
Meadow	NA	_____	_____	_____	_____
Athletic Fields	NA	_____	_____	_____	_____
Porous Turf	NA	_____	_____	_____	_____
	Poor	_____	_____	_____	_____
Brush	Good	_____	_____	_____	_____
	Fair	_____	_____	_____	_____
	Poor	_____	_____	_____	_____
Wood-grass combination	Good	_____	_____	_____	_____
	Fair	_____	_____	_____	_____
	Poor	_____	_____	_____	_____
Woods	Good	_____	_____	_____	_____
	Fair	_____	_____	_____	_____
Gravel	NA	_____	_____	_____	_____
Dirt	NA	_____	_____	_____	_____
TOTAL SUMS		_____	_____	_____	_____
Average CN (F/E)		_____	_____	_____	_____
% GA Credit		_____	_____	_____	_____

Open Space GA Curve Number (CN)	Non-Surface Discharge 80% Max Open Space GA Credit %	Non-Surface Discharge with NPDES 87% Max Open Space GA Credit %
≥75	0	0.00
74	4	4.35
73	8	8.70
72	12	13.05
71	16	17.40
70	20	21.75
69	24	26.10
68	28	30.45
67	32	34.80
66	36	39.15
65	40	43.50
64	44	47.85
63	48	52.20
62	52	56.55
61	56	60.90
60	60	65.25
59	64	69.60
58	68	73.95
57	72	78.30
56	76	82.65
55	80	87.00
<55	80	87.00

Appendix 2 – Charges for SWMS

FY17 Stormwater Charges (7/1/2016 – 6/30/2017)

Gross Area Charge (\$/500 square feet)	Impervious Area Charge (\$/500 square feet)	Billing Costs
\$0.605	\$4.700	\$2.88
Non-Residential Minimum Charge		
\$14.79		
Residential Charge		
\$14.12		

FY18 Stormwater Charges (7/1/2017 – 6/30/2018)

Gross Area Charge (\$/500 square feet)	Impervious Area Charge (\$/500 square feet)	Billing Costs
\$0.632	\$4.912	\$2.89
Non-Residential Minimum Charge		
\$15.38		
Residential Charge		
\$14.71		

*** The SWMS Charges effective July 1, 2018 and after are subject to change.*

FOR CITY USE ONLY

Appeal ID	Date Received	Call Key



**CITY OF PHILADELPHIA
FORM A
STORMWATER MANAGEMENT SERVICE CHARGE
ADJUSTMENT APPEALS APPLICATION**

(Please fill out one application per property)

I. General Information

Date: _____

Property Information:

OPA/BRT Account # (optional): _____

PWD Account #: _____

Property Address: _____

Owner:

Name: _____

Mailing Address: _____

Phone: _____ Email: _____

Authorized Representative (if not Owner):

All correspondence pertaining to this application should be communicated to:

Name: _____

Title: _____

Mailing Address: _____

Phone: _____ Email: _____

II. Reason for Adjustment Appeal Request

Feel free to provide a brief description of what you are appealing in the space below.
Refer to following page for common appeal types.

Send the completed application and supporting documentation to:
Stormwater Billing Program
Philadelphia Water Department
1101 Market St., 4th Floor
Philadelphia, PA 19107

For inquiries, please call 215-685-6244 or email PWD.StormwaterAppeals@phila.gov

Form continued on following page

II. Reason for Adjustment Appeal Request (continued)

Check one or more of the following, and attach supporting documentation as applicable.

Incorrect Parcel: Check this box if you do not own the property for which you are being billed.

Incorrect Mailing Address

Property Sale

Water Account not Associated with Correct Parcel

Other (please describe)

Inaccurate Property Classification: Check this box if your property classification is inaccurate. In the space below indicate the classification that you are requesting. Valid property classification types are: Residential, Non-Residential, and Condominium. Only properties with 4 or fewer dwelling units are considered Residential.

Requested Classification _____

Inaccurate Gross Area: Check this box if the total gross area of your property for which you are being billed is inaccurate. In the space below indicate the Gross Area that you are requesting.

Requested Gross Area _____ SF

Inaccurate Impervious Area: Check this box if the total impervious area of your property for which you are being billed is inaccurate. In the space below indicate the Impervious Area that you are requesting.

Requested Impervious Area _____ SF

Residential Sideyard: Check this box if the property for which you are being billed qualifies as a sideyard to a residential property. In order to qualify, the sideyard must meet the following criteria:

Adjacent to residence

Residential property is owned by same owner as sideyard property

Sideyard property is used exclusively for residential purposes

Details on application requirements and the required supporting documentation are provided in the Stormwater Credits and Adjustment Appeals Manual available at: http://www.phila.gov/water/wu/Stormwater%20Resources/scaa_manual.pdf

III. Owner Certification and Right-of-Entry:

I certify that the information contained in this application is, to the best of my knowledge, correct and represents a complete and accurate statement. I further understand that the SWMS Charge adjustment will be based on the information provided, the adjustment may result in an increase of the SWMS Charge and the City may revoke the adjustment if it later determines the information provided is inaccurate. I hereby grant permission to the City, its authorized agents and employees, to enter the Property upon providing 48 hours written notice and, in any case, at reasonable times and without unreasonable disruption to inspect the Property to ensure that the provided information accurately represents the current Property conditions.

Signature of Owner/Authorized Representative

Date

Print Name

FOR CITY USE ONLY

Appeal ID	Date Received	Call Key



CITY OF PHILADELPHIA
FORM A-1
STORMWATER MANAGEMENT SERVICE CHARGE
REVISED CHARGE ALLOCATION

(Please fill out one application per property)

I. General Information

Date: _____

Property Information:

OPA/BRT Account # (optional): _____

PWD Account #: _____

Property Address: _____

Owner:

Name: _____

Mailing Address: _____

Phone: _____ Email: _____

Authorized Representative (if not Owner):

All correspondence pertaining to this application should be communicated to:

Name: _____

Title: _____

Mailing Address: _____

Phone: _____ Email: _____

Send the completed application and supporting documentation to:
 Stormwater Billing Program
 Philadelphia Water Department
 1101 Market St., 4th Floor
 Philadelphia, PA 19107
 For inquiries, please call 215-685-6244 or email PWD.StormwaterAppeals@phila.gov



Date Received (City use only)

CITY OF PHILADELPHIA

FORM B

STORMWATER CREDITS APPLICATION

I. General Information:

OPA/BRT Account #

Date

PWD Account #

Property Address

PWD Post Construction Stormwater Management Plan (PCSMP) Approval: Yes No

Stormwater Tracking # N/A

Owner:

Registered Professional:

Name:

Name:

Company:

Company:

Mailing Address:

Registration Number:

Mailing Address:

Phone:

Phone:

Email:

Email:

Authorized Representative (if not Owner):

Registered Professional Certification:

All correspondence pertaining to this application should be communicated to:

I certify that the all maps, plans, reports, photographs, and supporting documentation are an accurate representation of the subject property and its current conditions, and that the required calculations have been performed as per acceptable standards.

Name:

Company:

Mailing Address:

Phone:

Email:

Signature of Professional _____

Date _____

Send the completed application, fee, and supporting documentation to: Philadelphia Water Department Stormwater Billing Program 1101 Market Street - 4th Floor Philadelphia, PA 19107

For inquiries, please call 215-685-6070 or email PWD.StormwaterCredits@phila.gov.



II. Credit Request & Application Fee:

Please indicate which credit you are applying for. An application fee of **\$150 (non-refundable)** must be submitted with this application. The application fee can be paid by check or money order to the City of Philadelphia Water Department.

Note: The application fee is waived for projects that went through Philadelphia Water's Stormwater Management Plan Review Approval process and projects awarded grant funding by Philadelphia Water

NRCS-Curve Number Open Space (GA Credit)

Open Space Curve #

Open Space Credit %

Impervious Area Reduction (IAR)

Tree Canopy Cover

Square Feet

Porous Pavement

Square Feet

Pavement Disconnection

Square Feet

Green Roof

Square Feet

Roof Disconnection

Square Feet

Managed Impervious Area (IA/GA Credit)

Stormwater Management Practice (SMP)

Square Feet

Surface Water Discharge

Square Feet

NPDES Permit Credit

III. Owner Certification and Right-of-Entry:

I certify that the information contained in this application is, to the best of my knowledge, correct and represents a complete and accurate statement. I further understand that the approved Stormwater Credit will be based on the information provided, and the City may revoke the credit if it later determines the information provided is inaccurate. I hereby grant permission to the City, its authorized agents and employees, to enter the Property upon providing 48 hours written notice and, in any case, at reasonable times and without unreasonable disruption to inspect the Property to ensure that the provided information accurately represents of the current stormwater management conditions.

Signature of Owner/ Authorized representative

Date

Print Name

Send the completed application, fee, and supporting documentation to:
Philadelphia Water Department
Stormwater Billing Program
1101 Market Street - 4th Floor
Philadelphia, PA 19107

For inquiries, please call 215-685-6070
or email PWD.StormwaterCredits@phila.gov.

Credit Application Requirements

Philadelphia Water will only review completed credits applications. An application is complete when all of the required supporting documents are received.

Required Information:

All of the following must be provided with this application (check if attached)

NRCS- Curve Number Open Space (GA Credit)

- Recent site photos

Impervious Area Reduction (IAR)

- Site plan delineating requested credit areas
- Recent photos of all roof disconnection, pavement disconnection, and tree canopy credit areas

Inspection reports, labelled photo log, and a record of maintenance activity for all green roofs and porous pavement systems. Template inspection forms can be found here:
<http://www.phila.gov/WATER/WU/STORMWATER/Pages/NonResidentialStormwaterBilling.aspx>

Managed Impervious Area (IA/GA Credit)

- Site plan delineating requested credit areas
- Recent photos of surface water discharge drainage areas and all stormwater conveyance and outflow system components

Inspection reports, labelled photo log, and a record of maintenance activity for each SMP. Template inspection forms can be found here:
<http://www.phila.gov/WATER/WU/STORMWATER/Pages/NonResidentialStormwaterBilling.aspx>

NPDES Industrial Stormwater Permit

- Copy of current NPDES Industrial Stormwater discharge Permit
- Copy of the results of the required PADEP *Discharge Monitoring Report* from the current year

Send the completed application, fee, and supporting documentation to:
 Philadelphia Water Department
 Stormwater Billing Program
 1101 Market Street - 4th Floor
 Philadelphia, PA 19107

For inquiries, please call 215-685-6070
 or email PWD.StormwaterCredits@phila.gov.



Request Number (City use only)

Date Received (City use only)

CITY OF PHILADELPHIA

FORM C

STORMWATER CREDITS RENEWAL APPLICATION

I. General Information:OPA/BRT Account # Date PWD Account # Property Address

PWD Post Construction Stormwater Management Plan (PCSMP) Approval:

 Yes
 No
Stormwater Tracking #
 N/A
Owner:Name: Company: Mailing Address: Phone: Email: **Registered Professional:**Name: Company: Registration Number: Mailing Address: Phone: Email: **Authorized Representative (if not Owner):**

All correspondence pertaining to this application should be communicated to:

Name: Company: Mailing Address: Phone: Email: **Registered Professional Certification:**

I certify that the all maps, plans, reports, photographs, and supporting documentation are an accurate representation of the subject property and its current conditions, and that the required calculations have been performed as per acceptable standards.

 Signature of Professional

 Date

Send the completed application, fee, and supporting documentation to:
 Philadelphia Water Department
 Stormwater Billing Program
 1101 Market Street - 4th Floor
 Philadelphia, PA 19107

For inquiries, please call 215-685-6070
 or email PWD.StormwaterCredits@phila.gov.



II. Credit Request & Application Fee:

Please indicate which credit(s) you are re-applying for. An application fee of **\$50 (non-refundable)** must be submitted with this application. The application fee can be paid by check or money order to the City of Philadelphia Water Department.

NRCS-Curve Number Open Space (GA Credit)

Impervious Area Reduction (IAR)

Tree Canopy Cover

Roof Disconnection

Green Roof

Pavement Disconnection

Porous Pavement

Managed Impervious Area (IA/GA Credit)

Stormwater Management Practice (SMP)

Surface Water Discharge

NPDES Permit Credit

III. Owner Certification and Right-of-Entry:

I certify that the information contained in this application is, to the best of my knowledge, correct and represents a complete and accurate statement. I further understand that the approved Stormwater Credit will be based on the information provided, and the City may revoke the credit if it later determines the information provided is inaccurate. I hereby grant permission to the City, its authorized agents and employees, to enter the Property upon providing 48 hours written notice and, in any case, at reasonable times and without unreasonable disruption to inspect the Property to ensure that the provided information accurately represents of the current stormwater management conditions.

Signature of Owner/ Authorized representative

Date

Print Name

Send the completed application, fee, and supporting documentation to:
Philadelphia Water Department
Stormwater Billing Program
1101 Market Street - 4th Floor
Philadelphia, PA 19107

For inquiries, please call 215-685-6070
or email PWD.StormwaterCredits@phila.gov.

Credit Renewal Requirements

Philadelphia Water will only review completed credits applications. An application is complete when all of the required supporting documents are received.

Required Information:

All of the following must be provided with this application (check if attached)

NRCS- Curve Number Open Space (GA Credit)

- Summary of all changes to the property conditions since date of last credit request
- Recent site aerial image or site photos

Impervious Area Reduction (IAR)

- Summary of all changes to the property conditions since date of last credit request
- Recent photos of all roof disconnection, pavement disconnection, and tree canopy credit areas

- Inspection reports, labelled photo log, and a record of maintenance activity for all green roofs and porous pavement systems. Template inspection forms can be found here:
<http://www.phila.gov/WATER/WU/STORMWATER/Pages/NonResidentialStormwaterBilling.aspx>

Managed Impervious Area (IA/GA Credit)

- Summary of all changes to the property conditions since date of last credit request
- Recent photos of surface water discharge drainage areas and all stormwater conveyance and outflow system components

- Inspection reports, labelled photo log, and a record of maintenance activity for each SMP. Template inspection forms can be found here:
<http://www.phila.gov/WATER/WU/STORMWATER/Pages/NonResidentialStormwaterBilling.aspx>

NPDES Industrial Stormwater Permit

- Copy of current NPDES Industrial Stormwater discharge Permit
- Copy of the results of the required PADEP *Discharge Monitoring Report* from the current year

Send the completed application, fee, and supporting documentation to:
Philadelphia Water Department
Stormwater Billing Program
1101 Market Street - 4th Floor
Philadelphia, PA 19107

For inquiries, please call 215-685-6070
or email PWD.StormwaterCredits@phila.gov.

FOR CITY USE ONLY

Case No.	Date Received	Call Key
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CITY OF PHILADELPHIA
FORM G
STORMWATER MANAGEMENT SERVICE CHARGE
COMMUNITY GARDEN DISCOUNT APPLICATION

(Please fill out one application per garden)

I. Community Garden Information

Date: _____

Garden Information:

Garden Name: _____

Garden Address: _____

*Registered parcel addresses to be listed in **Section II** below.*

Applicant Information:

All correspondence pertaining to this application should be communicated to:

Name: _____

Organization: _____ Relationship to Garden: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

Secondary Contact Information:

Future correspondence pertaining to a renewal application may be communicated to:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

II. Registered Parcels

Please list each parcel that makes up the Community Garden, by address and OPA account number below. Attach an additional sheet if more space is needed. Parcel information can be found at phillystormwater.org.

Parcel Street Address

OPA Account (*optional*)

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PWD Parcel ID

Form continued on page 2

III. Required Documentation

Please provide each of the following documents with submission of application.

1) Organizational Requirement.

Please provide at least one of the following:

- i) Articles of incorporation,
- ii) List of active gardeners identifying at least one proud leader
- iii) Letter attesting to the applicant's organization from an associated affiliate, such as a civic association, faith-based organization, community development corporation, Pennsylvania Horticultural Society, or Neighborhood Gardens Trust,
- iv) Community Garden Rules or Bylaws.

2) Right to use land as Community Garden

Please provide at least one of the following:

- i) Deed in the name of the organization/applicant
- ii) Lease, license, or other similar agreement
- iii) Letter from civic association, faith-based organization, community development corporation, Pennsylvania Horticultural Society, or Neighborhood Gardens Trust, demonstrating the applicant's right to possess the parcel and use it as a community garden,
- iv) PWD Form G-1.

3) Photograph of the Garden

A recent photograph (not more than 30 days old) of the garden must be submitted along with Form G.

4) Map of the Garden

Please provide a map of the Garden labeling streets and land cover types (soil, grass, pavement, roof, etc.)

IV. Acknowledgements

By checking the following boxes, I acknowledge that:

- The garden is operated for public benefit and is appropriately maintained so as not to cause blight or nuisance.
- Gardening activities are conducted primarily by members of the organization or group of individuals described in PWD Regulation Section 203.2(d).
- Crops are harvested for personal consumption, donation, or sale.
- The parcel's principal use is devoted to regularly-planted crop beds and such other related uses as are reasonable and necessary to growing such crops and maintaining the garden.

V. Applicant Certification and Right-of-Entry:

I certify that the information contained in this application is, to the best of my knowledge, correct and represents a complete and accurate statement. I further understand that the Community Garden Discount will be based on the information provided, and the City may revoke the discount if it later determines the information provided is inaccurate, or eligibility requirements for individual parcels change. I hereby grant permission to the City, its authorized agents and employees, to enter the Property upon providing 48 hours written notice and, in any case, at reasonable times and without unreasonable disruption to inspect the Property to ensure that the provided information accurately represents the current Property conditions.

Signature of Applicant / Authorized Representative

Date

Print Name

Send the completed application and supporting documentation to:
Stormwater Billing Program
Philadelphia Water Department
1101 Market St., 4th Floor
Philadelphia, PA 19107

For inquiries, please call 215-685-6244 or email PWD.StormwaterAppeals@phila.gov

Schedule EW-3: Stormwater Incentives
Grants Manual and Fact Sheet

Greened Acre Retrofit Program Grant



Stormwater Basin Retrofit at the Conshohocken Metroplex

This program provides grant funding to companies or contractors to construct stormwater projects across multiple properties in Philadelphia's combined sewer area.

Eligibility

Funding for the Greened Acre Retrofit Program (GARP) is reserved for stormwater retrofit projects on private property in the combined sewer area only. Properties undergoing redevelopment are not eligible for GARP funding and must comply with PWD's Stormwater Regulations. Recipients of the grant funds are limited to companies and project aggregators that can assemble large areas, often over multiple properties, for stormwater management projects. The recommended minimum project size is 10 acres.

Evaluation Requirements

GARP applications will be evaluated based on a variety of criteria including total area managed, cost to PWD, quality of long-term maintenance plan and availability of matching funds. Agreements or contracts with any participating property owners must be included in the application. Applicants are urged to make grant requests as cost-effective for Philadelphia Water as possible.

Process

Applications can be submitted electronically to PIDC at any time. A selection committee comprised of PWD staff will evaluate applications and issue decisions at the close of each fiscal quarter. Selected grantees will enter into a subgrant agreement with PIDC to move forward with project design and implementation. Owners of properties participating in the GARP grant project are required to execute an Operations and Maintenance Agreement with PWD. Project aggregators are required to execute an Economic Opportunity Plan as part of the subgrant agreement.



Apartment Parking Lot with Pervious Paving

Learn More & Apply

For more information about the GARP Grant go to:
www.phila.gov/swgrant

To apply for a GARP grant go to:
www.pidcphila.com/financing/grants-administration

For questions about the grant contact Erin Williams at erin.williams@phila.gov or 215.685.6070.

Stormwater Incentives

Frequently Asked Questions



Tree Trench and Pervious Pavement at The Radian Hotel

Frequently Asked Questions

Eligibility

1. Are non-profits eligible?

Yes

2. Are public and private schools eligible?

Yes

3. Are mixed use projects eligible? If so, would they be eligible 100% or with a ratio of commercial to residential?

Yes – Mixed use properties are 100% eligible for a stormwater grant. Mixed use properties are technically considered commercial. If there is any type of (legal) commercial use on a property, the City classifies it as non-residential. Therefore, 100% of the project is eligible.

4. Are residential development projects eligible?

No – The long term operation and maintenance of stormwater management systems is a difficult responsibility to place on residential customers. In addition, residential property owners currently pay a flat stormwater charge and are not eligible for credits at this time. Residential customers are encouraged to check out PWD's Rain Check program at www.phillywatersheds.org.

5. Are condos or multifamily buildings eligible?

Yes – Most apartment buildings and all condos are classified as non-residential and are eligible to apply for stormwater grants. Residential property is defined as property used exclusively for residential purposes with at least one and no more than four dwelling units.

6. Can a nonprofit organization apply for a SMIP Grant for a stormwater project that is located on City owned land (e.g. a park)?

No – PWD stormwater grants are aimed towards helping commercial customers. The Philadelphia Water Department plans on offering other opportunities to parties interested in working on City-owned land.

7. Is an organization with a long term lease on City-owned property (30 plus years) eligible to apply for SMIP grants?

Entities that have long term leases are encouraged to contact PWD before applying.

8. If an organization is doing a substantial renovation project (e.g. charter school construction or rehabilitation) that involves more than just a stormwater project, should it carve out the stormwater component for the grant application?

Yes – An applicant can only receive stormwater grant funding to support the stormwater component of the project. Additionally, the stormwater component of the project is only eligible for grant funding if it is not required under PWD's Stormwater Regulations or if the proposed system goes above and beyond the management requirements (please refer below to question 9).

9. What is the difference between a 'Retrofit Project' and a 'Development Project'? Are 'Development Projects' eligible for SMIP grant funding?

A 'Retrofit Project' refers to voluntarily modifying and updating a property solely for the purpose of managing stormwater.

A 'Development Project' refers to a construction project, for example building a new warehouse, apartment building or renovating an existing property. PWD's Stormwater Regulations can require certain Development Projects to manage stormwater. A Development Project is subject to PWD's Stormwater Regulations if it disturbs 15,000 square feet of earth or more, unless it is located in the Darby Cobbs or Wissahickon Watershed. If the project is located in the Darby Cobbs Watershed, a project is subject to the Regulations if it disturbs 5,000 square feet of earth or more. If the project is located in the Wissahickon Watershed, on-site stormwater controls may be required per the City of Philadelphia Ordinance for Environmental Controls for the Wissahickon Watershed.

Grants will not pay for stormwater management requirements triggered by Development Projects.

Grants will pay for components of a required system that go above and beyond the management requirements, e.g., if a detention system is over designed to handle street runoff, the SMIP grant could pay for the difference.

Stormwater Incentives

Frequently Asked Questions



Rain Garden at University of Pennsylvania

Process

10. What are concept design drawings?

A concept drawing shows the vision of the project. It outlines the proposed stormwater project and the areas of the property it will manage. It does not need to be a complete engineering design drawing, but likely needs to be prepared with the assistance of a design professional. The major points that need to be captured in the concept design drawing are:

- What is the stormwater management practice?
- How does it manage stormwater? (e.g. infiltration, detention, etc.)
- What areas of the property are being managed by the stormwater practice?

11. What entity will make award decisions?

PWD retains the sole discretion to evaluate proposals, make recommendations and provide grants. Eligible projects will be evaluated based on the criteria found in the Stormwater Incentives Grant Manual.

12. The Stormwater Incentives Grant Manual states that awardees will be notified at the close of each fiscal quarter. How long after notification will it take to receive grant funds?

After applicants are notified, successful awardees will then meet with PIDC to discuss the execution of the Subgrant Agreement and to establish milestones that must be met in order to release funds. The time frame for the release of grant funds will vary for each applicant.

13. What happens if a property owner eventually demolishes and rebuilds on a property which has SMIP Grant funded green stormwater infrastructure?

The property owner is legally obligated to operate and maintain the stormwater management system constructed with the grant proceeds for the duration of time specified in the Operations and Maintenance Agreement. The ultimate goal is to ensure that the volume managed on the site is maintained, so if redevelopment occurs the stormwater project will need to be replaced elsewhere on site.

14. Can the application be submitted via email or must the applicant submit the application on a CD ROM?

PIDC will not accept applications via email. Applicants must submit the application using a CD ROM or flashdrive.

Funding

15. Is there a minimum or maximum grant award amount?

No but applicants are urged to make grant applications as cost-effective for Philadelphia Water as possible.

16. Will grants be released during design and construction?

PIDC will disburse funds during the design and construction period on a reimbursement basis. Invoices and/or receipts must be provided to PIDC to document expenses.

17. Is a project more competitive if it diverts water from publicly owned streets in addition to the privately owned property?

Yes – Please refer to the Project Evaluation Criteria section of the Stormwater Incentives Grant Manual.

18. What is the relationship between grants and stormwater credits?

Grantees will be eligible for the stormwater credits program once construction is complete and the stormwater infrastructure has been approved by PWD. Grantees must complete a Stormwater Credit Application to receive credit. For more information about Stormwater Credits please visit www.phila.gov/water/wu/stormwater/Pages/default.aspx.

Stormwater Management Incentives Program Grant



Stormwater Planter at Philadelphia Navy Yard

This program offers grant funding to non-residential PWD customers for the design and construction of stormwater projects.

Eligibility

Only non-residential properties are eligible for SMIP grant funds. Applicants must be owners of the property or have permission from the property owner(s). The applicant cannot be an agency with the City of Philadelphia, the Commonwealth of Pennsylvania or any United States Department or Federal Agency. Use of funds is restricted to projects that support the design and construction of stormwater mitigation measures. These may include, but are not limited to: detention and retention basins, green roofs, porous paving, and rain gardens.

Evaluation Requirements

Projects will be evaluated based on a variety of criteria, including, but not limited to, the total volume of runoff managed, cost-competitiveness, environmental and educational benefits. Competitive applications will limit grant requests to \$100,000 per impervious acre managed or less and manage at least the first one inch of stormwater runoff. All recipients will be expected to execute an Economic Opportunity Plan and Operations & Maintenance Agreement as part of the subgrant agreement.

Process

Applications can be submitted electronically to the Philadelphia Industrial Development Corporation (PIDC) at any time. A selection committee comprised of PWD staff will evaluate applications and issue decisions at the close of each fiscal quarter. Applicants will be notified shortly thereafter if their applications have been accepted. Selected grantees will be eligible to receive credits towards their stormwater charges upon successful construction of the project. Applicants not selected in a particular quarter will have the option to roll their application over to the next round for further consideration.



Green Gutter in Northeast Philadelphia

Learn More & Apply

For more information about the SMIP Grant go to:

www.phila.gov/swgrant

To apply for the SMIP Grant go to:

www.pidcphila.com/financing/grants-administration

For questions about the grant contact Erin Williams at erin.williams@phila.gov or 215.685.6070.



Stormwater Incentives Grant Manual

Stormwater Management Incentives Program &
Greened Acre Retrofit Program

September 2016



**PHILADELPHIA
WATER**

PIDC

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General Information

01



Background Information

The City of Philadelphia, through Philadelphia Water and the Philadelphia Industrial Development Corporation (PIDC), has created two stormwater grant programs, the Stormwater Management Incentives Program (SMIP) and the Greened Acre Retrofit Program (GARP) to reduce the price for qualified non-residential Philadelphia Water Customers and contractors to design and install stormwater best management practices. These practices reduce stormwater pollution to the City's sewer system and surrounding waterways and enhance water quality in the region's watersheds.

Projects will be evaluated based on a variety of criteria detailed in the Project Evaluation Criteria Section with cost efficiency being of primary importance. Competitive applications limit the request to no more than \$100,000 per impervious acre managed.

All Recipients will be expected to execute an Economic Opportunity Plan or comply with the City's Antidiscrimination Policy relating to Minority (MBE), Woman (WBE), and Disabled (DSBE) Owned Business Enterprises. Recipients must also sign an Operations and Maintenance Agreement as part of the subgrant agreement. Once the stormwater project is constructed, recipients will be eligible for credits against their stormwater charge.

For more information about SMIP and GARP please go to: www.phila.gov/swgrants. For questions about program specifics, please contact Erin.Williams@phila.gov or 215-683-3236.

Applicants should deliver a CD-ROM or flash drive of completed SMIP or GARP Grant Applications to:

**Grants Administrator
Philadelphia Industrial Development Corporation
1500 Market Street
2600 Centre Square West
Philadelphia, PA 19102-2126**

APPLICATION SUBMISSION

A completed SMIP or GARP Grant Application must contain the following:

1. **Application Form:** Download the forms at: www.pidcphila.com/financing/grants-administration Complete Sections #1-6.
2. **Narratives:** Directions for completing the Narrative Section are included in Section #7 of each application.
3. **Exhibits:** Directions for completing the Exhibit Section are included in Section #8 of each application.

Applicants can submit completed applications at any time. Announcements will be made towards the end of each fiscal quarter, which ends on June 30th of each year. Applications not selected in a particular round will have the opportunity to be considered in the next round without having to resubmit.

Grant Requirements

02

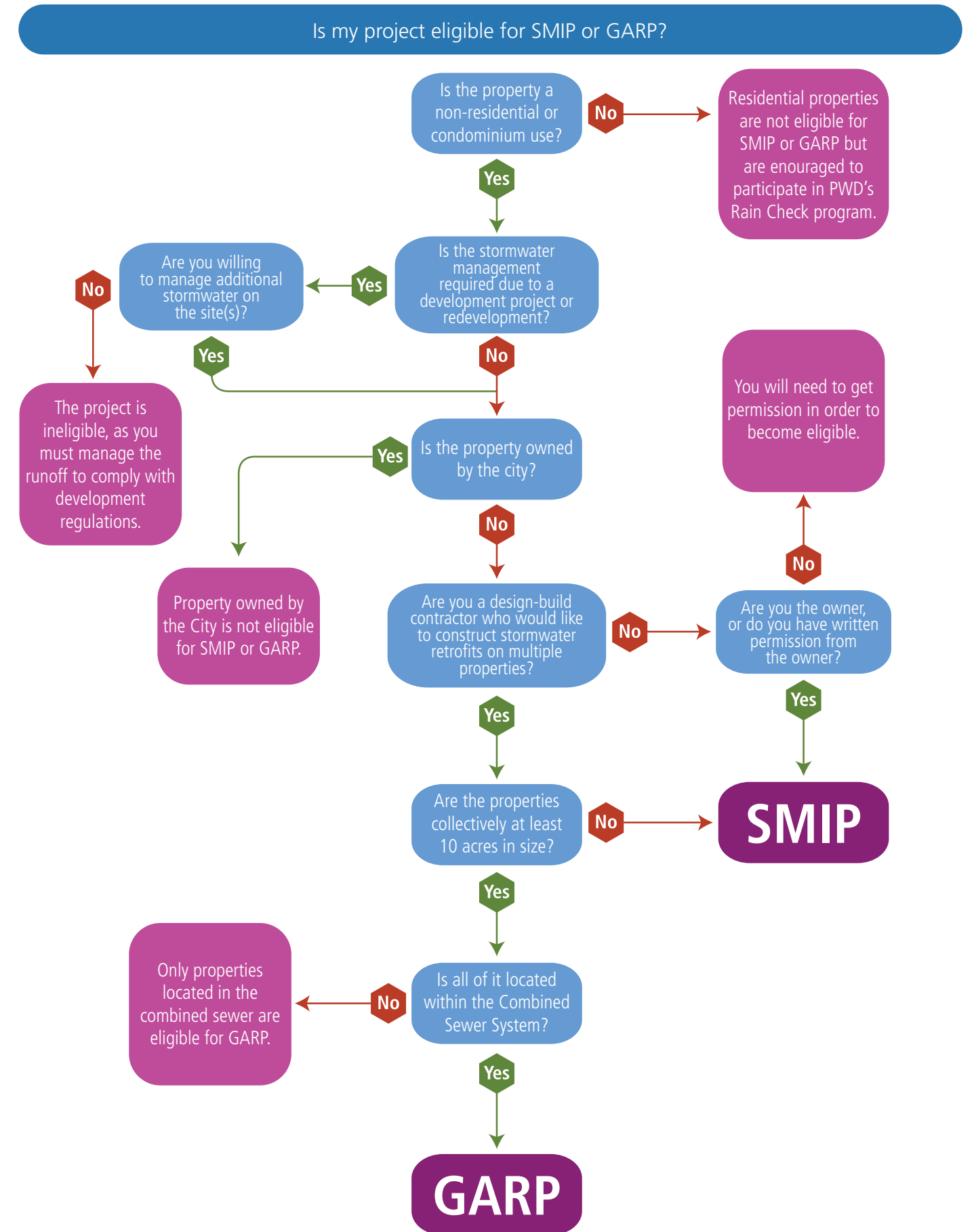




Eligibility Criteria

In order to be eligible for a SMIP or GARP Grant, applicants must satisfy the following criteria:

- The proposed stormwater management infrastructure must, at a minimum, manage runoff from non-residential or condominium properties located within the City of Philadelphia;
- SMIP applicants must own the parcel where the stormwater infrastructure will be built or have written permission from the owner of the parcel; GARP applicants must provide agreements or contracts with each participating property owner;
- The applicant cannot be an agency of the City of Philadelphia.
- Any water bills associated with the properties where the proposed project will be constructed must be current, and both the applicant and property owner must be current and in good standing with all City of Philadelphia taxes and fees. An applicant or owner who is on a Philadelphia Water payment plan will be considered in good standing as long as it is current on the payment plan;
- The applicant must submit a complete SMIP or GARP application. The applicant must provide in a timely basis any additional information requested by Philadelphia Water and PIDC;
- The project must reduce the amount of runoff generated by impervious surfaces on the property. Infrastructure must be designed to capture at least the first inch of runoff from the impervious areas. Competitive applications will manage at least 1.5" of runoff;
- Applicants who are required to perform stormwater management due to a development project are only eligible to apply for a grant if they are proposing stormwater infrastructure that manages runoff in addition to that required by the regulations. Philadelphia Water would consider a grant only for those incremental costs incurred in order to provide stormwater management for the additional runoff. Chapter 6 of Philadelphia Water's Regulations require on-site management of the first inch of stormwater runoff for all Development projects that disturb 15,000 square feet of earth or more. More information about the Stormwater Regulations can be found at www.phila.gov/water/wu/ratesregulationsresp/Pages/Regulations.aspx.



Restrictions & Ineligible Activities

The following activities are not eligible for support under the SMIP or GARP Grants:

- Designs, plans, or research that is not part of a stormwater infrastructure construction project;
- Use of funds for political advocacy, boycotts, advertising, litigation or legal expenses; and
- Use of funds for legally mandated actions under local, state, or federal law, and/or associated with administrative permit conditions or terms of settlement agreements.

Stormwater Management Credits

Owner of property(s) will receive credits towards their stormwater charge once construction is complete and the stormwater infrastructure has been approved by Philadelphia Water. Property owners will be required to renew their credit applications every four (4) years. Failure to comply with Philadelphia Water’s credits renewal procedures or the terms of the Operations and Maintenance Agreement will result in the stormwater credit associated with the grant project being revoked.

For more information about stormwater credits please visit www.phila.gov/water/wu/stormwater/Pages/default.aspx

Grant Conditions

As a condition of receiving a SMIP or GARP Grant, the grantee is required to agree to the following:

1. Grantees must enter into a subgrant agreement and comply with its terms.
2. Property Owners must sign an Operations and Maintenance Agreement with Philadelphia Water. A template of the agreement can be found on page 22.
3. Property Owners must provide Philadelphia Water access to the stormwater infrastructure so that it may enter upon the property with the rights of testing, inspecting, maintaining, operating, repairing and replacing the stormwater infrastructure should it ever become necessary for Philadelphia Water to do so. Philadelphia Water also reserves the right to temporarily install monitoring equipment to evaluate SMP performance.
4. Grantees will be required to meet with representatives of the Office of Economic Opportunity to prepare an Economic Opportunity Plan (EOP). EOPs establish overall participant goals for Minority, Woman and Disabled Owned Business Enterprises. Recipients are expected to show best and good faith efforts in complying with the EOP. An independent agency will be retained by Philadelphia Water to monitor compliance with the EOP commitments
5. All information submitted to Philadelphia Water and PIDC is considered public information and may be posted online in fact sheets, presentations or other education and outreach materials. Please consult a professional tax advisor about any potential tax implications as a result of receiving these funds.

	SMIP	GARP
Sewershed	Both combined and separate	Combined only
Who receives grant?	Property Owner or Authorized Representative	Company/contractor on behalf of property owners
Who records Operations & Management Agreement?	Property Owner	Property Owner(s)
Who executes Economic Opportunity Plan?	Property Owner	Company/contractor
Items needed for application	Concept plan, project budget, O&M summary	Concept plan, project budget, agreements between property owners and company, including design-build contracts and O&M contracts
Minimum project size	None	10 acres



Spring side Chestnut Hill Academy

Project Evaluation Information

03



Paseo Verde

Project Evaluation Information

Eligible projects will be evaluated based on the below criteria. Philadelphia Water retains the sole discretion to evaluate proposals, make recommendations and provide grants.

EVALUATION CRITERIA

Economic Advantage

Projects will be evaluated based upon the total grant dollars requested per impervious acre managed. Competitive projects will limit grant funding requests to \$100,000 per impervious acre or less. If total project costs exceeds the respective funding ratio, applicants should leverage Philadelphia Water grant monies through matching funding or significant in-kind contributions. Projects should be as cost-effective as possible.

Total Acres Managed and Volume Managed

Projects will be evaluated based upon the total number of impervious acres managed by the proposed stormwater management practice. Projects will be evaluated based on their ability to manage stormwater runoff to the maximum extent possible. Additional consideration will be given to projects that propose to manage more than 1" of runoff, with the most competitive applications managing at least 1.5" of runoff.

Management Practice

Projects will be evaluated based upon the type of proposed stormwater management practice. Philadelphia Water encourages applicants to submit projects that infiltrate stormwater, as this provides both pollution and volume reduction benefits. Philadelphia Water does recognize this may not be feasible on all properties and will consider alternative systems for projects that provide sound reasoning as to why infiltration is not a viable option.

Public Right of Way

Projects will be evaluated based upon their ability to manage stormwater from the public right-of-way. Please note: the cost of constructing stormwater management infrastructure in the right of way cannot be included in the grant request. For more questions concerning this, please contact Philadelphia Water at 215-685-6070.

Partnership with Philadelphia Water

Projects will be evaluated based on their ability to be integrated with other projects, both public and private. As part of Philadelphia Water's review of the applications, projects will be vetted by multiple Philadelphia Water green infrastructure teams to determine opportunity to collaborate with other Philadelphia Water initiatives and projects. These ideas will be relayed back to the applicant for possible scope and budget modification.

Expected Benefits

For Applicants in Combined Sewer Areas

Projects will be evaluated based upon the amount of expected combined sewer overflow reduction related to the retrofit project.

For Applicants in Separate Sewer Areas

Projects will be evaluated based upon the expected environmental benefit to the stream(s) to which the property ultimately drains.

Feasibility

Projects will be evaluated based upon the feasibility of construction and/or implementation as demonstrated by the concept design, maps and stormwater calculations. Monitoring and maintenance plan feasibility will also be taken into account along with the anticipated construction completion date.

Visibility and Accessibly to the Public

Projects will be evaluated based upon their visibility and accessibility to the public, as well as potential educational benefits.

Advances Goals of Green City, Clean Waters Plan

Projects will be evaluated based upon their ability to offer additional benefits that advance the goals of the *Green City, Clean Waters* Plan, such as greenhouse gas reductions, habitat creation, recreation and reduction of the urban heat island effect, and ability to continue to inform the adaptive management of the program and use of green stormwater infrastructure, including emerging technologies and designs.

Application Quality

Projects that provide detailed and accurate information about project scope and concept design will be rated higher than those with inadequate or less detailed information. All verification of property ownership and funding must be included for the application to be complete. The package should also be clear, legible and timely.

Green Stormwater Infrastructure Information

04



Free Library Green Roof

Green Stormwater Infrastructure Information

Increased land development leads to replacement of pervious areas with impervious surfaces, causing an increase in stormwater runoff volume and combined sewer overflow episodes. In turn, this affects Philadelphia's watersheds by impairing water quality and degrading stream habitats. Philadelphia Water's Stormwater Incentive Programs seek to protect and enhance Philadelphia's watersheds by managing stormwater runoff with innovative green stormwater infrastructure and maximizing economic, social and environmental benefits for Philadelphia. Green stormwater infrastructure includes a range of soil-water-plant systems that intercept stormwater, infiltrate a portion of it into the ground, evaporate a portion of it into the air and in some cases release a portion of it slowly back into the sewer system.

SUGGESTED PROJECTS

A variety of green infrastructure projects are eligible for funding under Philadelphia Water's Stormwater Incentive Programs. Some examples of eligible projects are listed below. For more information please refer to the Philadelphia Stormwater Management Guidance Manual at www.pwdplanreview.org.

Underground Infiltration/Storage Basins: Subsurface basins, typically constructed of stone and pipes, used to store and infiltrate stormwater runoff from surrounding impervious surfaces.

Infiltration Trenches: Linear, subsurface stone beds (or other materials) used to capture, store and infiltrate stormwater runoff from adjacent impervious surfaces.

Rain Gardens: Shallow surface depression garden areas with amended soils and vegetation designed to collect and infiltrate stormwater runoff from adjacent impervious surfaces.

Porous Paving: Specially designed pavement system that allows water to infiltrate through rather than running off. This system can provide the structural support of conventional pavement but is made up of a porous surface (e.g. porous asphalt, porous concrete, permeable pavers, etc.) and an underground stone infiltration bed.

Green Roofs: Engineered, vegetated systems installed on roofs to control stormwater through retention and evapotranspiration.

Vegetated Extended Detention Basins: Engineered basins that provide temporary storage of stormwater runoff with a controlled release back into the sewer system at a prescribed rate. Compared to rain gardens, vegetated extended detention basins typically manage larger areas of impervious surface.



Greenfield Elementary School



William Dick Elementary School

Concept Plan Guidelines

05

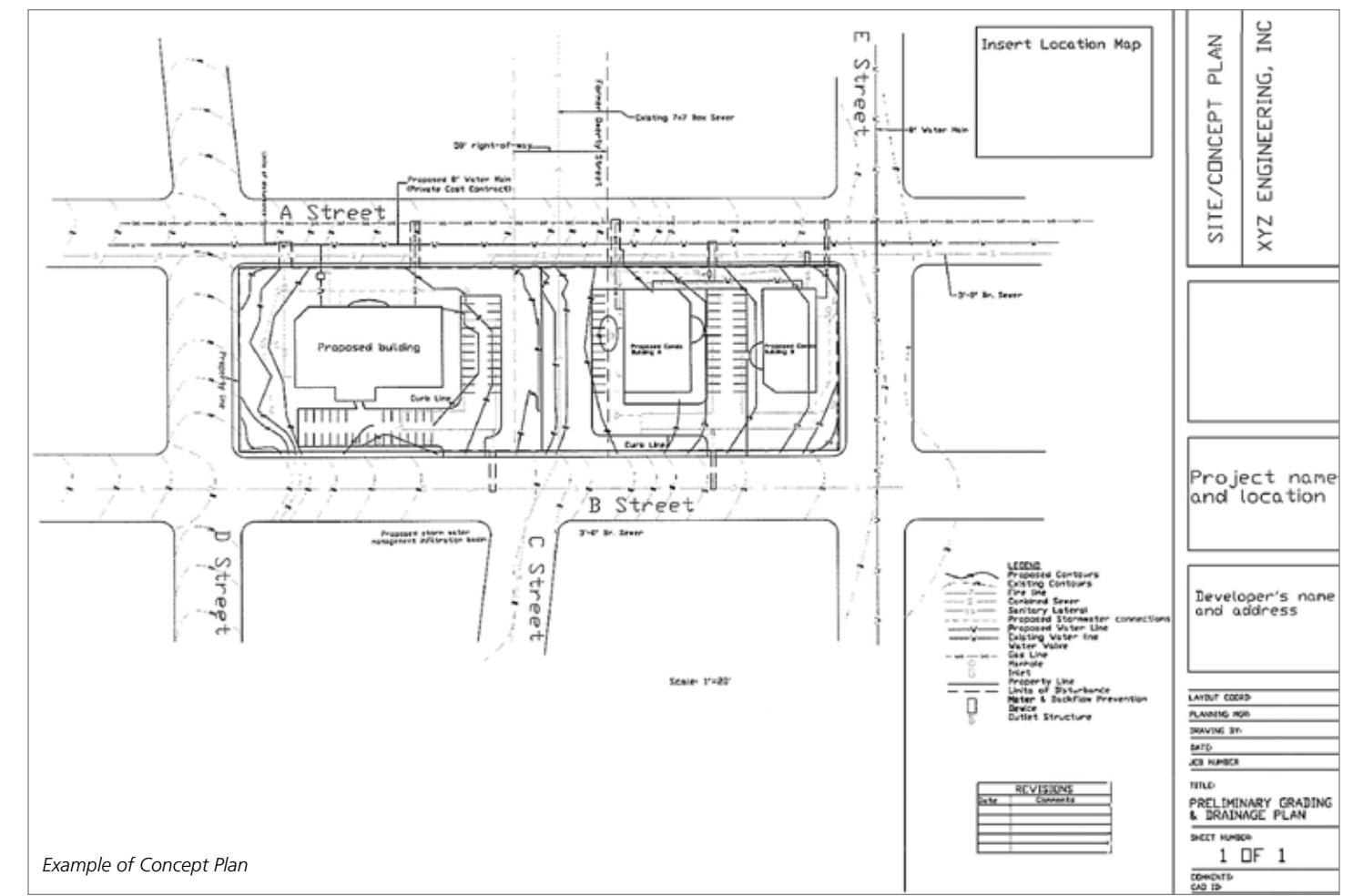


Concept Plan Guidelines

The grant application requires that each applicant submit a concept plan for the stormwater retrofit project. Concept plans must contain the following information:

- Engineer name, date and project title
- Name of owner
- North arrow, legend (clearly identify all line types, hatch types and symbols used) and graphical scale (1" = 10', 20', 30', 40', 50', 60' or 100')
- Site address
- Property lines, all meters, bounds, boundaries, dimensions, building lines and set-backs
- Existing and proposed rights-of-way, easements, cartway widths for all streets and private roads, and drainage rights-of-way
- Location and dimensions of all driveways, curb cuts, and off-street parking lots, with distances from lot lines
- Vicinity Map including watershed(s) and sub watershed(s)
- Clear identification of all existing and proposed site improvements

- Location of all existing utilities (water, sewer, and stormwater), sewer connections made directly into manholes are not permitted
- All proposed stormwater connections
- An indication of the area where stormwater will be managed and show safe overflow connections
- All infiltration areas must be located at least 10' from all property lines
- All roof and yard drains and their connections to infiltration/detention basins or sewers
- Approximate loading ratio of 10:1 for directly connected impervious area (DCIA) to infiltration area footprint
- Extent of floodplain in relation to the project
- Any vegetation identified for preservation and planned landscape areas
- Existing site contours and proposed, if any
- Drainage area, footprint and storage volume for each SMP should be calculated and identified



George W. Nebinger School

Template Operations & Maintenance Agreement

06



Template Operations & Maintenance Agreement

NOTE: This is a template for the Operations and Maintenance Agreement that property owners will eventually need to execute. Please review for your reference prior to submitting an application and be aware of the requirements of the agreement. Do not execute the agreement at this time and do not submit the agreement with your application.

BACKGROUND

THIS OPERATIONS AND MAINTENANCE AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 201_, (“**Agreement Date**”) and effective as of _____, 201_ (“**Effective Date**”) by and between _____ (together with its successors and assigns in title to the Property “**Property Owner**”), and the City of Philadelphia (together with its successors and assigns “**City**”), acting through the Water Department (“**Department**” or “**PWD**”).

WHEREAS, the Property Owner is the owner in fee of certain real property located at _____, Philadelphia, Pennsylvania, as described more particularly in **Exhibit C1** attached hereto and made a part hereof (“**Property**”);

WHEREAS, The City and the Philadelphia Authority for Industrial Development (“**PAID**”) have established a Stormwater Management Incentives Program (“**SMIP**”) Grant (“**Program**”) to provide financial assistance to certain qualified property owners who desire to install green stormwater management practices (“**SMPs**” or “**Project**”) on their properties. The Program provides grants to qualified property owners to build infrastructure to manage private property stormwater runoff where the City determines that the SMP offers the maximum cost savings to the City, achieves the largest reduction of stormwater runoff, and provides the greatest environmental benefit;

WHEREAS, the objective of the Program is to reduce stormwater runoff that would otherwise have been discharged to the City’s wastewater and stormwater system (“**System**”) in order to improve and enhance water quality resources downstream (“**Conservation Objective**”);

WHEREAS, Property Owner applied for and was awarded a SMIP Grant to design, construct, and install the SMPs on a certain portion of the Property (“**SMP Area**”), as described in **Exhibit C2**;

WHEREAS, the SMP is to be constructed in accordance with the Subgrant Agreement, as defined below, and to be operated and maintained by the Property Owner in order to protect public health, safety and welfare and maintain and enhance water quality;

WHEREAS, the Conservation Objective of the Program and this Agreement are consistent with the purposes of, and intended to conform with, the requirements of the Pennsylvania Conservation and Preservation Easements Act, Act 29 of 2001, and as amended thereafter;

WHEREAS, pursuant to a Grant Agreement between the City and PAID dated February 23, 2012, and subsequently amended by Amendment Agreement I dated November 30, 2012, Amendment Agreement II dated June 26, 2013, and Amendment Agreement III dated _____, 2014, the City has granted PAID funding which PAID, or its assignee, will subgrant (“**Project Funding**”) to qualified applicants in accordance with subgrant agreements;

WHEREAS, PIDC-Local Development Corporation (“**PIDC-LDC**”) is affiliated with PAID and authorized to administer grant programs on PAID’s behalf;

WHEREAS, PIDC-LDC and Property Owner entered into a subgrant agreement dated _____, 201_ (“**Subgrant Agreement**”), pursuant to which Property Owner was awarded \$_____in Project Funding to undertake a Project on the Property;

WHEREAS, the City requires that as a condition of receiving the Project Funding, Property Owner must 1) operate and maintain the SMP for 45 years or its useful life, whichever is longer, (the “**Term of this Agreement**”), unless released from this Agreement pursuant to the provisions within; and 2) grant to the City access over, under, along and in the SMP Area and the SMP for a period of not less than the Term of this Agreement, for the purposes and upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and recitals, which are incorporated herein as if set forth below in full, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

AGREEMENT

1. Design and Construction.

- (a) Property Owner covenants and agrees that it shall design and construct the Project in accordance with the Subgrant Agreement.
- (b) Property Owner shall submit to the City record drawings of all SMPs and their components once the construction of the SMPs is complete.

2. Operation and Maintenance Responsibility.

- (a) This Agreement shall serve as the signed statement by the Property Owner accepting responsibility for operation and maintenance of the Property’s SMPs as set forth in this Agreement until the responsibility is legally transferred to another entity, as provided in 2(b) below.
- (b) This Agreement shall serve as notice to all successors and assigns of the title to the Property of the obligations herein set forth. At such time as the Property is transferred, the new owner of the Property shall have the rights and responsibilities of the Property Owner under this Agreement.
- (c) Property Owner, at Property Owner’s sole expense, shall perform, or shall cause to be performed, the work reasonably necessary to keep the SMPs in good working order and condition so that the SMPs are performing their intended design functions within expected tolerances. This includes, but is not limited to, all pipes and channels built to convey stormwater to the SMPs, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater.

3. Destruction and Removal; Changes and Alterations.

- (a) Property Owner covenants and agrees that for the Term of this Agreement, no change in grades or other alterations within the lines of the SMP Area shall be made and that no buildings and/or other structures either overhead, underground or upon the surface, shall be constructed within the lines of or abutting the SMP Area unless the plans for such changes of grades, alterations or structures shall be first be submitted to and approved in writing by the City.
- (b) Property Owner shall not destroy or remove or allow to be destroyed or removed the SMP from the Property or modify the SMP in a manner that materially lessens its effectiveness. It is understood and agreed that none of the following shall constitute a breach of this covenant: (i) destruction, removal or alteration of any such property or improvement as a result of a Force Majeure Event, as defined below, or (ii) the removal and disposal of any SMP, provided that simultaneously with or prior to such removal, any such SMP shall be replaced with another SMP comparable (or better than) in all material respects to the removed SMP and with equal or better effectiveness.
- (c) Property Owner shall not be liable for any delay in the performance of its obligations pursuant to this Agreement, to the extent that such delay is caused, directly or indirectly, by an occurrence of fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, power outages, or any other causes beyond the reasonable control of Property Owner (a “Force Majeure Event”). Upon the occurrence of a Force Majeure Event, Property Owner shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as such Force Majeure Event continues and up to 72 hours thereafter, provided, however, that Property Owner uses commercially reasonable efforts to promptly recommence performance to the extent possible.

4. Inspection by Property Owner.

Property Owner shall conduct inspections of the SMPs, as needed, but not less than once per year. The purpose of the inspections is to ensure safe and proper functioning of the SMP. The inspection shall cover all SMPs and all SMP-associated structures and areas, including, but not limited to, all berms, outlet structure, ponds, and access roads.

5. Recordkeeping.

Property Owner shall retain a record of maintenance activities and inspections related to SMP for a period of at least four (4) years. Such records shall verify that inspection and maintenance have been conducted pursuant to this Agreement. The City may request at any time that the Property Owner provide copies of any or all maintenance and inspection documentation prepared during the prior four years. Property Owner shall comply with any such requests within ten (10) business days after receipt of such request.

6. Inspection by City.

The Property Owner hereby grants permission to the City and the City's authorized agents and employees to enter upon the Property during normal daylight working hours or at any other reasonable time to inspect the SMPs in order to ensure the SMPs are being adequately maintained and are continuing to perform the designed function. Inspection includes monitoring, sampling, testing and examination to determine proper operation of the SMPs. The City shall have the right to temporarily install and/or place on or near any SMP such devices as are necessary to conduct monitoring, sampling and/or testing of the discharges from the SMPs or the SMP's effects.

7. Failure of Property Owner to Maintain SMP.

(a) Nuisance. Property Owner agrees that failure to adequately maintain the SMP may constitute a public nuisance that is a threat to public health and safety and to the environment.

(b) City may Perform Maintenance. In addition to any rights the City may have under law or this Agreement, if the City determines that the Property Owner has failed to adequately maintain the SMP as determined by the City, the City may notify the Property Owner in writing of any deficiencies. If Property Owner fails to take action to correct those deficiencies within thirty (30) business days of receipt of such notice, the City and its authorized agents and employees may enter upon the Property and take whatever steps reasonably necessary to correct deficiencies identified and charge the reasonable costs (including administrative costs) thereof to the Property Owner. Where deficiencies cause imminent threat to public health, safety or the environment, the City may take immediate steps necessary to protect public health, safety and/or the environment and charge the costs (including administrative costs) thereof to the Property Owner. When the City charges its costs to the Property Owner pursuant to this Section, such charges shall be due within thirty (30) days of the date the bill is received.

(c) Right to Lien. In the event the Property Owner fails to reimburse the City within thirty (30) days after receipt of demand under Section 7(b), the City may place a lien on the Property for the entire amount due.

(d) Nothing in this Agreement shall limit the City's rights under the Municipal Claims and Tax Liens Act, 53 P.S. § 7101, et seq.

8. No Waiver.

No delay or failure on the part of the City to exercise any rights, powers, or remedies herein provided shall be construed as a waiver thereof or acquiescence of such breach or of any future breach.

9. No Obligation to Maintain by City.

Despite any other provisions of this Agreement, this Agreement does not obligate the City to appropriate or spend money at any time or for any reason. It is expressly understood and agreed that the City is under no obligation to routinely inspect, maintain or repair the SMP, and in no event shall this Agreement be construed to impose any such obligation on the City.

10. [Reserved.]**11. Covenant Running with Land.**

The Property Owner agrees whenever the Property is held, sold, conveyed or otherwise transferred during the Term of this Agreement, the Property shall be subject to this Agreement which shall apply to, bind and be obligatory to all then current owner(s) of Property. This Agreement shall constitute a real covenant running with the land for the Term of this Agreement, and shall be binding on the Property Owner, its administrators, executors, heirs, assigns, and any other successors in interest during the Term of this Agreement, including, without limitation, any successors in title to the Property or any part thereof, whether or not they have actual notice of this Agreement and whether or not the deed of transfer specifically states that the transfer is under and subject to this Agreement.

12. Reproduction and Release of the Plans and Records.

Property Owner authorizes the City to reproduce and release copies of plans and other records that it previously submitted or in the future submits to PIDC-LDC or the City in connection with the Project or the Project Funding as needed.

13. Agreement to be Recorded.

Property Owner shall record this Agreement with the Philadelphia Department of Records at the Property Owner's expense. The City shall be the sole beneficiary of the agreements, covenants and restrictions set forth herein and such agreements, covenants and restrictions shall run with the land in favor of the City. Failure to record this Agreement shall not diminish the effect of this Agreement.

14. Condominium Owners Association or Homeowners Association Declaration.

This Agreement and its Exhibits shall be attached and/or incorporated into any Declaration of a condominium owners' association or homeowners' association that is responsible for maintenance of the SMPs. Failure to attach and/or incorporate this Agreement shall not diminish the effect of this Agreement.

15. Modifications or Termination.

If the City's rights or privileges under this Agreement are or are about to be modified or terminated by exercise of the power of eminent domain (condemnation) or adjudication of a court of competent jurisdiction sought by a person or entity other than the City, then the City is entitled to recover from the person or entity seeking the modification or termination (i) restitution of amounts paid by the City for Project Funding and any other sums invested by the City in the SMP and/or SMP Area; and (ii) reimbursement of any litigation expenses incurred by the City, including without limitation reasonable attorney and expert witness fees and disbursements. The description of the City's remedies in this Section 15 does not preclude the City from exercising any other right or remedy that at any time be available to the City under this Agreement or federal, state or local laws and regulations.

16. Amendments.

This Agreement may only be amended or modified by a written document signed by the City and Property Owner. The City will only enter into an amendment if it determines, at its sole discretion, that the amendment is consistent with and in furtherance of the Conservation Objective.

17. Remedies; Enforcement.

The Property Owner understands, acknowledges and agrees as follows:

(a) Enforcement. The City is an interested party to this Agreement and the Property Owner consents to enforcement by the City, administratively or at law or equity, of the restrictions, covenants, obligations and agreements contained herein.

(b) Injunctions. Monetary damages would not be adequate or sufficient to compensate the City for a breach of any of the restrictions, covenants, obligations and/or agreements of this Agreement. Accordingly, in addition to any other remedies available to the City administratively, at law or equity, under this Agreement or otherwise, the City may obtain a mandatory and/or prohibitory injunction compelling the Property Owner to specifically perform and observe the restrictions, covenants, obligations and agreements contained in this Agreement or to remedy any failure on the part of the Property Owner to perform or observe any such restriction, covenant, obligation or agreement.

(c) Exclusivity. No right or remedy conferred upon the City in this Agreement is intended to be exclusive of any other right or remedy contained in this Agreement or at law or equity. Every such right or remedy shall be cumulative and shall be in addition to each other right and remedy contained in this Agreement or now or hereafter available to the City at law, in equity, by statute or otherwise.

(d) Right of Enforcement. This Agreement binds and benefits the Property Owner and the City, and their respective successors and assigns. Only the City has the right to enforce the terms of this Agreement and exercise rights of release, transfer, assignment or other discretionary rights of the City. Owners of lots within the Property do not have the right to enforce the terms of this Agreement against owners of other lots within the Property.

(e) Remedies Cumulative. The description of City’s remedies in this Section 17 does not preclude the City from exercising any other right or remedy that at any time be available to the City under federal, state or local laws or regulations . If the City chooses to exercise one remedy, the City may nevertheless choose to exercise one or more of the other rights or remedies available to the City at the same time or at any other time.

18. Representations and Warranties by Property Owner.

- (a) Property Owner is the sole owner in fee simple of the SMP Area free and clear of liens, encumbrances, restrictions and other matters of record.
- (b) Property Owner has the power and is duly authorized to execute this Agreement.
- (c) The City may peacefully and quietly exercise its rights under this Agreement free and clear of rights or consent of third parties.

19. Indemnity.

The Property Owner shall, at all times, indemnify, hold harmless and defend the City, its agencies, boards, commissions, offices and departments, agents, employees, elected officials or other representatives and their respective successors and assigns against any claims which may result or are claimed to result from the construction, operation, maintenance, inspection, malfunction, repair or replacement of the aforementioned SMP and SMP Area, as well as any and all costs and expenses incurred by indemnified parties to enforce the rights of the City as granted herein.

20. Entire Agreement.

This Agreement sets forth all agreements and understandings between the City and the Property Owner relating to the SMP and there are no agreements or understandings, either oral or written, between them other than as are set forth in this Agreement. Any agreement hereafter made shall be ineffective to change, modify or amend this Agreement in whole or part unless such agreement is in writing and has been executed by both the City and Property Owner. No oral representations, whenever made, by any City or Department official, employee or agent, or by any employee, agent or contractor of Property Owner shall be effective to modify the terms of this Agreement.

21. Notices.

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and sent to the party to be notified, at the following addresses:

Property Owner: _____

City: City of Philadelphia Water Department
 Attn: _____

 1101 Market Street, 5th Floor
 Philadelphia, PA 19107

or to such other address as either party may give by notice to the other party. All such communications shall be sent by United States registered or certified mail, return receipt requested, or a nationally-recognized delivery service guarantying next business day delivery, in each case with all delivery and postage charges prepaid, and shall be deemed to have been received three (3) business days after deposit in the United States mail, as aforesaid, or one (1) business day after deposit in a nationally-recognized delivery service guaranteeing next business day delivery, as aforesaid.

22. Miscellaneous.

- (a) Certain Interpretational Rules. This Agreement is intended to be interpreted so as to convey to the City all rights and privileges of a holder of a conservation easement under the Conservation Easement Act, 32 P.S. §§5051-5059. The headings in this Agreement are for convenience only and are not a part of this Agreement. The headings do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.
- (b) Governing Law. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflicts of law doctrines thereof. The parties to this Agreement agree to submit to the jurisdiction of courts, whether federal or state, located in Philadelphia, Pennsylvania.
- (c) No Joint Venture. Nothing in this Agreement shall be construed as creating a joint venture or partnership between the City and the Property Owner.
- (d) No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer a third-party beneficiary right upon any person or entity other than the City.
- (e) Waiver of Jury Trial. IT IS MUTUALLY AGREED BY AND BETWEEN THE CITY AND THE PROPERTY OWNER THAT THEY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION PROCEEDING OR COUNTER-CLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.
- (f) Severability and Partial Invalidity. The provisions of this Agreement shall be severable. In the event that one or more provisions of this Agreement or the application thereof for any reason or in any circumstance shall to any extent be held to be invalid, illegal or unenforceable in any respect, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in force to the fullest extent permitted by law.
- (g) Exhibits Incorporated. All exhibits attached to this Agreement are hereby incorporated into and made a material part of this Agreement.
- (h) Approval by City. No review, approval and/or inspection by the City of any plans, designs, specifications, drawings, work or other materials submitted or performed by the Property Owner in connection with the Project shall constitute a representation, warranty or guaranty by the City as to the substance or quality of the matter reviewed or approved. No person or party shall rely in any way on such review or approval, and at all times the Property Owner shall use its own independent judgment as to the accuracy and quality of all such matters. The City’s review or approval of any plans, designs, specifications, drawings, work or other materials submitted or performed by the Property Owner in connection with this Agreement shall not constitute or be construed to constitute approval otherwise required by any City departments, boards or commissions in connection with any aspect of the same. Furthermore, no review or approval of any plans, designs, specifications, drawings, work or other materials submitted or performed by Property Owner in connection with this Agreement by any City departments, boards or commissions shall constitute or be construed to constitute approval otherwise required by the City under this Agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused the Agreement to be duly executed the day and year first above written.

PROPERTY OWNER

By: _____

By: _____

Approved as to Form:

CITY OF PHILADELPHIA

By: _____

City of Philadelphia Law Dept.

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF PHILADELPHIA :

On this ____ day of _____ 201_, before me, a Notary Public for the Commonwealth of Pennsylvania, the undersigned Officer, personally appeared _____, who acknowledged himself/herself to be the _____, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by executing the same by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

EXHIBIT C1

PROPERTY DESCRIPTION

EXHIBIT C2

SMP AREA DESCRIPTION AND LIST OF SMPs

[Metes and Bounds Description and list]

Template Economic Opportunity Plan

07



The Radian Green Roof

Template Economic Opportunity Plan

I. INTRODUCTION AND DEFINITIONS

A. In support of the City’s Antidiscrimination Policy, Chapter 17-1600 of The Philadelphia Code requires the development and implementation of “Economic Opportunity Plan(s)” for certain classes of contracts and covered projects as defined in Section 17-1601. The Economic Opportunity Plan (“Plan”) memorializes the Owner’s best and good faith efforts to provide meaningful and representative opportunities for M/W/DSBEs in contracts and covered projects and identifies the Owner’s outreach and hiring activities for employing an appropriately diverse building trade(s) workforce in connection with the contract or covered project.

The Owner hereby verifies that all information submitted to the Office of Economic Opportunity (“OEO”) in response to this Plan, is true and correct and is notified that the submission of false information is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities and 18 Pa.C.S. Section 4107.2 (a)(4) relating to fraud in connection with minority business enterprises or women’s business enterprises.

B. For the purposes of this Plan, MBE, WBE and DSBE shall refer to businesses so recognized by the City of Philadelphia through its Office of Economic Opportunity (“OEO”). Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency¹ will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oeo/directory.

For this Plan, the term “Best and Good Faith Efforts,” the sufficiency of which shall be in the sole determination of the City, means: a Owner’s efforts, as evaluated by the City, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful business opportunities for M/W/DSBEs and building trades employment opportunities for journeyman and apprentice minorities and females.

The following are examples of Best and Good Faith Efforts:

- Owner seeks assistance from the Philadelphia area building trades and the Diversity Apprenticeship Program to conduct employment outreach and identify minority and female apprentices and journeymen for work on the project.
- Owner adheres to a published policy of nondiscrimination in the hiring, retention and promotion of employees which includes communication of that policy to Owner’s project forepersons.

¹ A list of “OEO approved certifying agencies” can be found at www.phila.gov/oeo.

- Owner provides interested MBEs, WBEs and DSBEs, prior to the date of grant application submission, with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation. Assistance may include estimating support.
- Owner makes commitments to use MBEs, WBEs and DSBEs in its bidding process for commercially acceptable subcontracted services and materials supply even when the Owner might otherwise prefer to perform/supply these items without subcontracting.
- Owner timely solicits through all reasonable and available means the interest of OEO certified businesses that have the capability to perform the work of the Bid. Such efforts include use of the OEO Directory of Certified Firms, attendance at pre-bid meetings, advertising in minority focused publications, written mailings to M/W/DSBEs. The Owner must determine with certainty if the M/W/DSBEs are interested by taking appropriate steps to follow up on initial solicitations; one time contact, without any follow up, is not acceptable.
- Owner provides arms length business assistance to interested M/W/DSBEs which may include access or introduction to major manufacturer/suppliers, lines of credit and union halls.
- Owner negotiates in good faith with interested M/W/DSBEs. An Owner using good business judgment would consider a number of factors in negotiating with subcontractors, including M/W/DSBE subcontractors, and would take a firm’s price and capabilities as well as the objectives of Chapter 17-1600 into consideration.
- Owner sponsors minority or female apprentices or otherwise demonstrates support of pre-apprentice, apprenticeship or training program(s) that target the employment of minority persons and women.
-

II. PROJECT SCOPE

(THIS PROJECT SCOPE SECTION IS TO BE FILLED OUT BY A REPRESENTATIVE OF THE ENTITY FOR WHICH THIS EOP IS BEING WRITTEN SHOULD INCLUDE PROJECT DESCRIPTION AND LOCATION.)

A. Duration This Plan shall apply to contracts awarded and procurements by the Owner and all Participants throughout the entire length of the Project.

B. Statement of Objectives.

The Objectives set forth in the Plan shall be incorporated in all requests for proposals, bid packages and solicitations for the Projects and communicated to all Participant levels.

III. ECONOMIC OPPORTUNITY PLAN COMMITMENTS

A. M/W/DSBE Participation

As a benchmark for the expression of “Best and Good Faith Efforts” to provide meaningful and representative opportunities for M/W/DSBEs in the [Property’s development OR Project Name], the following participation ranges have been established. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE

and DSBE participation that is reasonably attainable through the exercise of Best and Good Faith Efforts. These percentages relate to the good faith estimated cost of the entire [Project Name OR Development]. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. These ranges are based upon an analysis of factors such as the size and scope of the development and the availability of MBEs, WBEs, DSBEs and DBEs to participate in this development:

Contracts	Minority Owned	Female Owned	Disabled Owned
Professional Services			
Construction Contractors			
Services, Supplies, & Equipment			

B. Employment of a Diverse Workforce

Owner agrees to exhaust its Best and Good Faith Efforts to employ minority persons and females in its workforce of apprentices and journeymen. Owner is obligated to exhaust its Best and Good Faith Efforts to employ²:

Minority Apprentices – 50% of all hours worked by all apprentices

Minority Journeymen – 32% of all journey hours worked across all trades

Female Apprentices – 7% of all hours worked by all apprentices

Minority Apprentices – 50% of all hours worked by all apprentices

IV. EVALUATION OF RESPONSIVENESS AND RESPONSIBILITY

A. Owner Representative] shall identify all M/W/DSBE commitments and other agreements evidencing its intent to use Best and Good Faith efforts to employ minority persons and females at the levels stated herein on the form entitled, “M/W/DSBE Participation and Workforce Commitments.” The identified commitments on this form constitutes a representation that the M/W/DSBE is capable of providing commercially useful goods or services relevant to the commitments and that the [Owner Representative] has entered into a legally binding commitments or other legally binding agreements with the listed M/W/DSBEs for the work or supply effort described and the dollar/percentage amount(s) set forth on the form. In calculating the percentage of M/W/DSBE participation, the standard mathematical rules apply in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern.

B. M/W/DSBE commitments are to be memorialized in a written subcontract agreement. Letters of intent, quotations, contracts, subcontracts and any other documents evidencing commitments with M/W/DSBEs, including the M/W/DSBE Participation and Workforce Commitments Form, become part of and an exhibit to the Agreement resulting from the RFP.

C. OEO will review [Owner Representative]’s commitments for the purpose of determining whether Best and Good Faith Efforts have been made. OEO reserves the right to request further documentation and/or clarifying information at any time during the construction and development of the Project.

1. Best and Good Faith Efforts will be evaluated on the basis of Owner’s BGFE Form and any other information requested from Owner by the City.

2. Commercially Acceptable Function

A Contractor that enters into a subcontract with an M/W/DSBE shall be considered to have made a Best and Good Faith Effort in that regard only if its M/W/DSBE subcontractor performs a commercially acceptable function (“CAF”). An M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with Bid specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

The City may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF and in determining the amount of credit the contractor receives towards the participation ranges. For example, a contractor using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

V. COMPLIANCE AND MONITORING OF BEST AND GOOD FAITH EFFORTS

A. The Owner agrees to cooperate with OEO in its compliance monitoring efforts, and to submit, within the time limits prescribed by OEO, all documentation which may be requested by OEO relative to the awarded contract, including the items described below. The Owner must provide as required and maintain the following contract documentation for a period of three (3) years following acceptance of final payment under the contract:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors;
- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation;
- Telephone logs and correspondence relating to M/W/DSBE commitments.
- To the extent required by law, the [Owner Representative] shall ensure that all its on-site contractors maintain certified payrolls which include a breakout of hours worked by minority and female apprentices and journeymen; these documents are subject to inspection by OEO.

B. Prompt Payment of M/W/DSBEs

1. The [Purchaser OR Developer] agrees and shall cause all its contractors to ensure that all M/W/DSBEs participating in the Project receive payment for their work or supply effort within five (5) business days after receipt of a proper invoice following satisfactory performance.
2. The Owner shall within a timely manner after receipt of an invoice for payment for work performed under the contract, deliver to its M/W/DSBE subcontractors their proportionate share of such payment for work performed (including the supply of materials). In connection with payment of its M/W/DSBE subcontractors, the Owner agrees to fully comply with the City’s payment reporting process which may include the use of electronic payment verification systems.
3. Each month of the contract term and at the conclusion of the contract, the Owner shall provide to the OEO documentation reconciling actual dollar amounts paid to M/W/DSBE subcontractors to M/W/DSBE commitments presented in the BGFE Form.

C. Oversight Committee

1. The Owner and/or at the discretion of the City of Philadelphia, in consultation with the appropriate agencies and entities, will establish and identify the members of a Project Oversight Committee, to include representatives from the Owner, the Developer, and/or the General Contractor and Construction Manager, the Building Trades, and the City which may include the Project site’s District Councilperson, OEO, and appropriate community organizations (“Committee”). Participants will engage in monitoring, reporting and problem solving activities which are to include regular meetings to address all matters relevant to further development of the Plan, carrying out its implementation and successful completion of the Project.
2. A meeting of the Oversight Committee shall be called by the Owner or the City of Philadelphia within one (1) month of the initiation of this Project and shall meet on a regular basis during all phases of the Project. Participants will engage in monitoring, reporting and problem solving activities which are to include regular meetings to address all matters relevant to further development of the Plan, carrying out its implementation and the successful completion of the Project.
3. If a Project Oversight Committee is established, the City will convene meetings of the Committee no later than one (1) month after issuance of the Notice to Proceed and/or project has started.

D. Reporting

The Owner, will agree to file an annual report with the City of Philadelphia’s Mayor and City Council concerning the performance of the Economic Opportunity Plan within the Project. In addition, during construction, the Owner will provide higher-level “snapshot” reports to the Oversight Committee containing updates for certain categories of information contained in its annual report on a monthly basis during construction, and on a quarterly basis during the first year of operations. Snapshot reporting will include: (i) utilization of M/W/DSBEs and/or DBEs;

(ii) the hiring and employment of minorities and females, (iii) the hiring and employment of Philadelphia residents and; (iv) training programs utilized and the placement rates. All reports (quarterly & annually) to the City under this section will be provided to the Executive Director of the Office of Economic Opportunity and to the members of the Oversight Committee.

VI. REMEDIES AND PENALTIES FOR NON-COMPLIANCE

A. In cases where the Owner has cause to believe that a Participant, acting in good faith, has failed to comply with the provisions of the Plan, the Owner and/or the Oversight Committee, with the assistance and consultation of the appropriate agencies and professional entities, shall attempt to resolve the noncompliance through conciliation and persuasion.

B. In conciliation, the Participant must satisfy the Owner and the Oversight Committee that they have made their best and good faith efforts to achieve the agreed upon participation goals by certified M/W/DS-BE and/or DBE firms. Best and good faith efforts on the part of the Participant/Contractor include:

1. Entering into a contractual relationship with the designated M/W/DS-BE and/or DBE firm in a timely, responsive and responsible manner, and fulfilling all contractual requirements, including payments, in said manner.

Notifying all parties, including the Owner, the M/W/DS-BE and/or DBE firm, the Oversight Committee and all relevant Participants, of any problems in a timely manner.

2. Requesting assistance from the Owner and/or the Oversight Committee in resolving any problems with any M/W/DS-BE and/or DBE firm.
3. Making every reasonable effort to appropriately facilitate successful performance of contractual duties by an M/W/DS-BE and/or DBE firm through timely, clear and direct communications.

C. In cases where the Owner and/or the Oversight Committee have cause to believe that any Participant has failed to comply with the provisions of the Plan, they shall conduct an investigation.

D. After affording the Participant notice and an opportunity to be heard, the Owner and/or the Oversight Committee are authorized to take corrective, remedial and/or punitive action. Such actions may include, but are not limited to:

1. Declaring the Participant as non-responsible and/or non-responsive, with a determination as ineligible to receive the award of a contract, continue a contract and/or ineligible for any other future contracts affiliated with this Plan;
2. Suspending the violating Participant from doing business with the Owner;
3. Withholding payments to the violating Participant; and/or
4. Pursuing and securing any relief which the Owner and/or the Oversight Committee may deem to be necessary, proper, and in the best interest of the Owner and the Project, consistent with applicable policy and law.

E. A Participant may appeal a determination of non-compliance with this Plan by filling a written grievance with the Owner and/or its Oversight Committee.

F. Within five (5) working days the Owner and/or the Oversight Committee shall issue and serve a written notice/determination, together with a copy of the grievance as filed, to all persons named in the grievance.

SIGNATURE OF Owner Representative

DATE

ANGELA DOWD-BURTON, Executive Director,
Office of Economic Opportunity DATE

