**TECH2023-XXXXX**

**Stormwater Credit Application**

**(SCA)**

**Project Name:**

**Insert Project Name**

**Insert Associated Grading Permit No., Building Permit No., or Planning Application No., Project Site Address, Tract/Lot Number(s), and APN**

**Prepared for:**

**Insert Applicant Name**

**Insert Street Address**

**Insert City, State, ZIP**

**Insert Telephone**

**Prepared by:**

**Insert Preparer Name / Firm Name**

**Insert Street Address**

**Insert City, State, ZIP**

**Insert Telephone and Email address**

**Please place preparer's stamp here**

**Insert Date Prepared/Revised (include all previous dates)**

**For guidance regarding completion of this SCA, refer to the Credit Application Instructions**

## INTRODUCTION

This Application is for the purchase of Stormwater Credits. Stormwater Credits may be purchased by Priority Development Projects (PDPs) for which on-site retention with infiltration or harvest and use is infeasible per the feasibility criteria specified in the 2013 Orange County Model Water Quality Management Plan Technical Guidance Document (TGD).

The Credit Application instructions provide guidance for filling out this Application. This Application includes:

1. City Approval Page (City use only)
2. Project Property Information
3. Application Preparer’s Certification
4. Applicant Information
5. Owner or Authorized Owner Representative Applicant Certification: If the Owner is not the individual submitting the Application, this section would be completed by the individual submitting the Application. However, if the Owner is the individual submitting the Application, they would complete this section.
6. Technical Information: Provides project details and the basis for the number of Credits requested and cost calculations.
7. Reconciliation Form: To be used if, after purchase of Credits, the number of Credits needed changes. Refunds are available for unused Credits until the applicable deadline in the Credit Application instructions,

Required attachments are listed below in the Attachments section.

**City Approval Page** (City Use Only):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Credit Application Approval** | | | | |
| Date Application Received | |  | Application Number Assigned |  |
| Date Application Approved | |  | Reviewed by |  |
| Date Stamp |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Payment Received for Credits** | | | | |
| Date Funds Entered Account | |  | Funds received ($) |  |
| Number of Credits assigned to project | |  | Reviewed by |  |
| Date Stamp |  | | | |

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| **Credit Reconciliation (see Attachment E)** | | | | |
| Date Reconciliation Form Submitted | |  | Date Approved by City |  |
| Number of Credit Adjusted | |  | Reviewed by |  |
| Date Stamp |  | | | |

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| **Final WQMP Verified** | | | | |
| Date of Request for Verification | |  | Date Verified by City |  |
| Number of Credits Utilized | |  | Reviewed by |  |
| Date Stamp |  | | | |

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| This Stormwater Credit Application (SCA) has been prepared for INSERT OWNER. The SCA is intended to comply with the requirements of the County of Orange NPDES Stormwater Program and City of Anaheim Stormwater Credit Program. Please refer to the Stormwater Credit Application Instructions to assist with completion of the Application.  Per the Owner’s Acknowledgement in Attachment F, the Owner is responsible for the information provided in this SCA. Approval of this SCA by the City and provision of Stormwater Credits to the undersigned (owner) does not supersede the requirement for the undersigned (owner) to complete and submit for approval a Water Quality Management Plan (WQMP). Information related to the Applicant (if not the owner) and the preparer of the SCA are included below. | | | |
| **Project Property Information** | | | |
| Planning Application No. (If applicable) |  | Grading Permit No. (If applicable) |  |
| Tract/Parcel Map and Lot(s) No. |  | Building Permit No. (If applicable) |  |
| Address of Project Site and APN  (If no address, specify Tract/Parcel Map and Lot Numbers) |  | | |

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| --- | --- | --- | --- | --- | --- |
| **Application Preparer Certification** | | | | | |
| Preparer Name |  | | | | |
| Title |  |  | | |  |
| Company |  | | | | |
| Address |  | | | | |
| Email |  | | | | |
| Telephone # |  | | | | |
| I hereby certify that this Stormwater Credit Application has been prepared to comply with and meet the requirements set forth in the City of Anaheim Stormwater Credit Program**.** | | | | | |
| Preparer Signature |  | | Date | Click or tap to enter a date. | |

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| --- | --- | --- | --- |
| **Applicant Information** | | | |
| Applicant Name |  | | |
| Title |  | | |
| Company |  | | |
| Address |  | | |
| Email |  | | |
| Telephone # |  | | |
| Applicant Signature |  | Date | Click or tap to enter a date. |

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| **Owner or Authorized Owner Representative** | | | |
| Name |  | | |
| Title |  | | |
| Company |  | | |
| Address |  | | |
| Email |  | | |
| Telephone # |  | | |
| Signature |  | Date | Click or tap to enter a date. |
| Select One: Owner:  Authorized Owner Representative: | | | |

Attach additional sheet as needed to list all owners of all parcels within Application area.

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| --- | --- |
| **Owner(s) if Represented by Authorized Owner Representative** | |
| Name |  |
| Title |  |
| Company |  |
| Address |  |
| Email |  |
| Telephone # |  |
| APN(s) |  |

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| --- | --- |
| **Owner(s) if Represented by Authorized Owner Representative** | |
| Name |  |
| Title |  |
| Company |  |
| Address |  |
| Email |  |
| Telephone # |  |
| APN(s) |  |

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| --- | --- |
| **Owner(s) if Represented by Authorized Owner Representative** | |
| Name |  |
| Title |  |
| Company |  |
| Address |  |
| Email |  |
| Telephone # |  |
| APN(s) |  |

Attachments

Attachments shall follow the order listed below and shall be separated using cover sheets:

Attachment A:

* Site map(s) shall include the following features and shall be at a scale that allows features to visible and understandable:
  + Application Area: Boundary that includes all parcels on which the project footprint(s) resides. This includes all portions of the Right of Way within the project footprint(s). This will include, but not be limited to, modifications or additions to roadways, sidewalks, sidewalk boardwalk strips, and/or utility work done in the Right of Way.
  + Parcel boundaries within the Application area.
  + Project footprint (disturbed areas which includes areas where demolition and development will occur).
  + Footprint of proposed development used to calculate Design Capture Volume (DCV), including identification of type of impervious surfaces (e.g., roadways, buildings, walkways, etc.).
* Indicate whether the 50% rule is triggered, which requires runoff from the entire site to be captured and treated.
* Indicate if any “run-on” is accepted or will be accepted onto the parcel and whether said run-on will need to be captured and treated or if it will be separated out from the onsite flows.
* Identify the existing and proposed land use for each parcel in the Application area.

Attachment B : Watershed and Receiving Water Map (can be part of Attachment A). Map showing which watershed the development resides in and which receiving water(s) the development flows to. Credit Program Watersheds can be found at the following link: <https://www.anaheim.net/6470/Stormwater-Credits>

Attachment C : DCV calculations.

Attachment D: Infiltration Feasibility Analysis. Include any site studies or geotechnical analyses conducted consistent with the TGD.

Attachment E: Credit Reconciliation Form

Attachment F: Owner’s Acknowledgement

Technical Information

Stormwater Credits may be purchased by Priority Development Projects (PDPs) for which on-site retention with infiltration or harvest and use, is infeasible per the feasibility criteria specified in the TGD ([SantaAnaRegion-TechnicalGuidance-December2013.pdf](https://ocerws.ocpublicworks.com/sites/ocpwocerws/files/2021-01/SantaAnaRegion-TechnicalGuidance-December2013.pdf) (<https://ocerws.ocpublicworks.com/sites/ocpwocerws/files/2021-01/SantaAnaRegion-TechnicalGuidance-December2013.pdf>)).

Complete the following sections and include the applicable supporting materials (Attachments A-D)

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Information** | | | |
| Permit/Application No. (If applicable) |  | Grading or Building Permit No.  (If applicable) |  |

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| --- | --- |
| **Credit Program Watershed and Receiving Water** | |
| Credit Program Watershed and Receiving Water to which Stormwater from the Project Site Flows | Anaheim Bay  Coyote Creek  Santa Ana River |

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| --- | --- |
| **Design Capture Volume** | |
| Design Capture Volume (DCV) in cubic feet for the entire project[[1]](#footnote-1), including offsite improvements, if required. |  |

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| **Feasibility Analysis** | |
| Provide the basis for determining that onsite retention with infiltration or harvest and use is infeasible. Refer to Attachment D, as necessary. |  |

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| **Pollutant Load Multiplier** | |
| Provide the basis for the pollutant load multiplier(s) (PLMs) to be used. (see Credit Application Instruction of land use- based PLMs) | |  |  |  | | --- | --- | --- | | **Land Use** | **PLM** | **% of Area** | | Commercial |  |  | | Education |  |  | | Transportation |  |  | | Single Family Residential |  |  | | Muti Family Residential |  |  | | Vacant/Open Space |  |  | | Weighted Average PLM |  | | | |

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| **Credits Required** | |
| Provide the calculation of the Credits to be Purchased.[[2]](#footnote-2) | Provide a calculation of the number of Credits required for project as provided in Equations 1 or 2 in the Application Instructions. The number of Credits required is:  DCV x PLM = No. of Stormwater Credits Required |

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| **Credits Purchase Cost** | |
| Provide the number of Credits Required and Total Cost of Credits.  Note: the Credit Price for each watershed can be found on the City’s fee schedule and may be watershed specific.  For current Credit Price see <https://www.anaheim.net/6470/Stormwater-Credits> | The total cost for Credits purchase for this project will be:  # of Credit to be purchased x Credit Price = Total Cost of Credits. |

**ATTACHMENT A**

**SITE MAP(**S)

**ATTACHMENT B**

**WATERSHED AND RECEIVING WATER MAP**

**ATTACHMENT C**

**DESIGN CAPTURE VOLUME (DCV) CALCULATIONS**

**ATTACHMENT D**

**INFILTRATION FEASIBILITY ANALYSIS. INCLUDE ANY SITE STUDIES OR GEOTECHNICAL ANALYSIS CONDUCTED.**

**ATTACHMENT E**

**CREDIT RECONCILIATION FORM**

|  |  |  |  |
| --- | --- | --- | --- |
| **Credit Reconciliation Form** | | | |
| Permit/Application No. (If applicable) |  | Grading or Building Permit No.  (If applicable) |  |
| Address of Project Site (or Tract Map and Lot Number if no address) and APN |  | | |

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| **Reconciliation Delta DCV** | |
| Present the DCV used for the original or prior Credit calculations and the new DCV. Attach the drawings showing the delta between prior and current. |  |

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| **Reconciliation Delta Land Use** | |
| Provide the prior land use(s) applied and the current land use(s). |  |

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| **Reconciliation Delta Credits** | |
| Provide the prior Credits purchased and the current Credits needed. Provide the Credits to be transferred back to the City with refund (based on Credit price at the time of purchase). If additional Credits are needed, provide the calculations and the number of Credits needed and the cost for those Credits using the current Credit price. |  |

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| **Reconciliation City Approval** | |
| City Approval (date and stamp). If applicant requires more Credits, show the date that funds were received for Credits and Credits transferred to Applicant. If a refund was provided, show the date the refund was sent to the Applicant and the number of Credits transferred back to the City. |  |

**Attachment F**

**Owner’s Acknowledgement**

The undersigned acknowledges and agrees that:

1. Owner. The record title owner of the property identified in the Application (“Benefited Property”) and confirms that the information in this SCA is true and accurate. The term “Owner” for purposes of this Program includes not only the owner of record, but also its successors and assigns.
2. Credits Run With The Benefited Property. All Credits and obligations associated with the Program shall be designated to the Benefited Property and be binding upon and shall inure to the benefit of the Owner and all successors, assigns and transferees.
3. Verified Final WQMP. Because the Credits are Utilized through the Approved Verified Final WQMP, any changes to use/division of Credits must occur before City Approval of a Verified Final WQMP.
4. No Liability of City for Use, Ownership or Division of Credits. The City has no obligation to determine the use, ownership, distribution, division, or utilization of Credits within the Application area.
5. Indemnification. Owner shall defend, indemnify, assume all responsibility for, and save and hold the City and its elected and appointed officials, officers, employees, agents and representatives (collectively, “Indemnitees”) harmless from any and all claims, causes of action, settlements, court damages, demands, defense costs, reasonable attorneys’ fees, expert witness fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which they may suffer or incur and any liability of any kind or nature arising from or relating to damages to the Benefited Property or injuries directly or indirectly related to or in connection with participation of the Benefitted Property in the Anaheim Stormwater Credit Program. Owner shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that Owner determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case Owner shall compromise or settle such action in a way that fully protects the Indemnitees from any liability or obligation. In this regard, Owner’s obligation and right to defend shall include the right to hire (subject to reasonable written approval by City) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against Owner or any other Indemnitees. If Owner defends any such action, as set forth above, (i) to the extent of Owner’s indemnification obligations as set forth herein, Owner shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against any of them by way of judgment, settlement, or stipulation, and (ii) City shall be entitled to settle any such claim only with the written consent of Owner and any settlement without Owner’s consent shall release Owner’s obligations under this Paragraph with respect to such settled claim. At the request of Owner, City shall cooperate with and assist Owner in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that City shall not be obligated to incur any expense in connection with such cooperation or assistance. Notwithstanding the foregoing, Owner shall not be obligated to indemnify or defend the Indemnitees to the extent such claim is occasioned by the negligence, willful misconduct, illegal acts or fraud of any of the Indemnitees.
6. Counterparts. This Declaration may be executed and acknowledged in counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.
7. Authorized Signatory. Any person executing this Declaration on behalf of another person, a corporation, partnership or other entity or organization, represents and warrants the he or she is duly authorized to execute and deliver this Declaration on behalf of such entity or organization and that this Declaration is binding upon the same in accordance with its terms.

**IN WITNESS THEREOF,** the parties hereto have affixed their signatures as of the date below (either Owner or Authorized Owner Representative is required, not both):

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  | | --- | |  | | **OWNER OR AUTHORIZED OWNER REPRESENTATIVE** | |  | | Select One: Owner:  Authorized Owner Representative: | |  | | Entity: | | Address: | | Name: | | Title | | Signature: | | Date: | | *The person executing this Application on behalf of OWNER(S), warrants and represents that he/she has the express authority to execute this document and bind the OWNER(S) to the obligations hereunder.* | |

1. Applicant may estimate the maximum DCV for the project by assuming 100% imperviousness and purchase the maximum credits in case changes in the design and/or construction take place. During credit reconciliation (Attachment E), any excess Credits not used shall be returned to the City and a refund provided to the Applicant. [↑](#footnote-ref-1)
2. Applicant may purchase additional Credits (see footnote 1) in case there is an increase in the DCV for the project and more Credits are required. Alternatively, additional Credits may be purchased when the need is identified, however, it is possible that Credits may not be available for purchase and BMPs may need to be implemented. Therefore, it is recommended that additional Credits be purchased with the initial Application. [↑](#footnote-ref-2)