



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Agenda Item

File ID: 2022-1588

Substitute

5/10/2022

Public Hearing: YES ☐ NO ☒

Department: Watershed Management

SUBJECT:

Commission District(s): 4&6

Agreement for the Construction and Financing of Sewer Upgrades with Legacy Park-South Housing Village Not to exceed \$200,000.

Information Contact: David Hayes, Director

Phone Number: 770-414-6240

PURPOSE:

To consider approving an agreement for the Construction and Financing of Sewer Upgrades in the Snapfinger model shed with Legacy Park-South Housing Village.

NEED/IMPACT:

Legacy Park-South Housing Village seeks to enhance the community by constructing and offering affordable housing at 500 South Columbia Drive, Decatur, Georgia 30030, (the "Project") and the Project requires upgrading and expanding portions of the existing sanitary sewer infrastructure and lines to accommodate additional discharge of wastewater into the Sewer System. The purpose of this Agreement is for the parties to enter a binding contract evidencing their agreement as to the installation and financing of the improvements for this development.

This development will enhance its surrounding community as per section 3 of the County policy for allocating wastewater capacity credits, hence allowing the company to participate in the completion of capacity credit generation. The improvements will consist of upgrades and expansion of certain portions of the DeKalb County sanitary sewer infrastructure and lines servicing the Snapfinger model shed. The improvements will allow for a total of 132 residences. The County, through its Department of Watershed Management and/or its contractor, will determine those portions of the sanitary sewer infrastructure and lines to be upgraded and expanded (the "Work"). The Work will be divided into two phases. The first half of the improvements will be completed no later than March 15, 2024. The remainder of the improvements will be completed by July 15, 2025. Completed improvements shall generate 50,426 gallons per day in sewer capacity credits as calculated per DeKalb County's Capacity Assurance Banking Credit Program. Company agrees that upon completion of each phase of the improvements and before Company shall be allowed access to the County's sanitary sewer system, Company shall reimburse the County up to \$100,000 for each phase of improvements (up to \$200,000 total of the estimated cost of \$400,000 for sewer improvements in the Snapfinger model shed). ("Company's Contribution").

FISCAL IMPACT:

The County's contribution is not anticipated to exceed \$200,000.00.



DeKalb County Government

Manuel J. Maloof Center

1300 Commerce Drive
Decatur, Georgia 30030

RECOMMENDATION:

To authorize the CEO or designee to execute the Agreement and all necessary documents in a form acceptable to the County Attorney.

**AGREEMENT FOR
CONSTRUCTION AND FINANCING
OF SEWER UPGRADES**

THIS Agreement for the Construction and Financing of Sewer Upgrades (hereinafter referred to as “**Agreement**”) is made as of the _____ day of _____, 20__ by and between DeKalb County, Georgia (hereinafter referred to as “**County**”) and Village at Legacy I, LP, with its principal place of business located at attn: Douglas S. Faust, 750 Commerce Drive, Suite 400, Decatur, GA 30030 (hereinafter referred to, together with any entity to which it may assign its rights under this Agreement, as the “**Company**”).

WITNESSETH:

WHEREAS, the Company is undertaking the expansion of Legacy Park-South Housing Village located at 500 South Columbia Drive, Decatur, Georgia (the “**Project**”); and

WHEREAS, the Project will increase demand on the existing sanitary sewer infrastructure and lines serving the Project site; and

WHEREAS, the Project will require upgrading and expanding portions of the existing sanitary sewer infrastructure and lines to accommodate additional discharge of water into the Sewer System (the “**Improvements**”); and

WHEREAS, the County has previously adopted Section 25-177 of the Code of DeKalb County, as revised 1988 (hereinafter “**Code**”), outlining a method of cost sharing between the County and a private developer when a proposed development would require expansion of the existing sanitary sewer system; and,

WHEREAS, due to the complex nature of the Improvements contemplated by this Agreement and the extent of the improvements and expansion of the sanitary sewer system beyond

just Company's use, the County's Department of Watershed Management or its contractors has agreed to complete the Improvements and Company has agreed to make a contribution towards the Improvements in an amount not to exceed \$200,000.00 as the appropriate method of cost sharing; and

WHEREAS, the purpose of this Agreement is for the parties to enter into a binding contract evidencing their agreement as to the installation and financing of the Improvements;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto hereby agree and consent to the following:

1. **Improvements.** The Improvements will consist of upgrades and expansion of certain portions of the DeKalb County sanitary sewer infrastructure and lines servicing 500 South Columbia Drive, Decatur, Georgia (the "Site"). The improvements will allow for a total of 132 residences. The County, through its Department of Watershed Management and/or its contractor, will determine those portions of the sanitary sewer infrastructure and lines to be upgraded and expanded (the "Work"). The Work shall be completed to the extent necessary to generate 50,426 gallons per day in sewer capacity credits as calculated per DeKalb County's Capacity Assurance Banking Credit Program. The Work shall be completed in two phases (supporting 66 housing units per phase), each generating 25,213 gallons per day in sewer capacity credits as calculated per DeKalb County's Capacity Assurance Banking Credit Program. The County's Department of Watershed Management, or other applicable department, shall operate and maintain the Improvements in accordance with applicable laws.
2. **Term of Agreement and Relevant Times**
 - a. This Agreement shall become effective upon the date of execution, and terminate on December 31, 2025, unless terminated earlier in accordance with the termination provision of this Agreement or extended by and through consent of the parties.

- b. The County agrees to have the first phase of the Improvements (25,213 gallons per day of credits generated) required by Section 1 of this Agreement designed, constructed and operational no later than March 15, 2024.
- c. The County agrees to have the second phase of the Improvements (25,213 gallons per day of credits generated) required by Section 1 of this Agreement designed, constructed and operational no later than July 15, 2025.
- d. The County's approval of Company's request for sewer capacity will expire two (2) years from the date listed on the County's correspondence entitled "SEWER CAPACITY APPROVAL IN LIEU OF CERTIFICATION," (the "expiration date"). At that time, a new request for capacity must be submitted to the County for review and approval. Extensions of up to one (1) year will be considered if made in writing more than sixty (60) days prior to the expiration date.
- e. Any sewer capacity credits created are non-transferable by the Company unless the proposed transfer is to an affiliate of Company operating the Site for use related to the Project and consistent with this Agreement and DeKalb County's policies. Any sewer capacity credits created as a result of the Improvements that are in excess of those required by the Company, or an affiliate of Company, as reflected in this Agreement and in accordance with DeKalb County's policies shall remain in the control of the County.

3. Reimbursement of a Portion of Improvement Costs by Company

- a. Company agrees that upon completion of each of the phases of Improvements and before Company shall be allowed access to the County's sanitary sewer system for that phase, Company shall reimburse the County a total amount not to exceed \$100,000.00 exclusive of any interest defined in Section 3(c) for the Company's portion of the cost of Development Necessitated Improvements (total amount not to exceed \$200,000.00; \$100,000.00 for each of the two phases) ("Company's Contribution").
- b. Upon the completion of each phase of the Improvements, the County shall provide an invoice reflecting the amount of the Company's Contribution for that phase, including instructions for payment of such amounts, to the Company at the following address:

Village at Legacy I, LP
c/o Scott Candler, IV
McCurdy & Candler, LLC
P.O. Box 57
Decatur, GA 30031

- c. In the event the Company's Contribution is more than sixty (60) days past due, the County may:
- i. charge Company interest at a rate of one-percent (1%) per month as to the outstanding amount of the Company's Contribution until the past due amount is paid to the County in full; and,
 - ii. refuse to allow Company access to the County's sanitary sewer system and the Improvements until the past due amount of the Company's Contribution is paid to the County in full.

4. Requirements before Connection to the County's Sanitary Sewer System

- a. The Company agrees, prior to connecting to the County's sanitary sewer system, to comply with the following requirements:
1. Install low-flow plumbing fixtures;
 2. Prevent discharge of fats, oils, and grease (FOG) into the wastewater collection system;
 3. Maintain caps on service line cleanouts for sewer laterals;
 4. Maintain private sewer service lines; and
 5. Ensure roof and floor drains are not connected to the wastewater system.
- b. If Company fails to comply with the requirements listed above in Section 4(a), the County may terminate the approval to connect to the sanitary sewer system.
5. **Termination.** The parties agree that this Agreement shall terminate on the date on which an amount equal to the Company's Contribution and any interest payments that may be due the County pursuant to this Agreement have been paid to the County in full under this Agreement; provided that the Improvements servicing the Site are operational after the Company connects to the sanitary sewer system.

6. Miscellaneous.

- a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
- b. The recitals above are part of this Agreement.
- c. County may not assign its rights under this Agreement. The Company may not assign its rights under this Agreement except to an entity that will own or operate the Project, or a phase of the Project, with the previous written consent of the County.
- d. Each individual executing this Agreement on behalf of a party represents and warrants to the other party that such individual is authorized to do so and that his signature binds the party on whose behalf he is executing this Agreement.
- e. County and the Company acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation, oral or written, not incorporated in this Agreement shall be binding upon the County or the Developer. All parties must sign any amendments to the Agreement.
- f. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- g. If a court of competent jurisdiction renders any provision of this Agreement (or portion thereof) to be invalid or otherwise unenforceable, that provision or portion thereof shall be severed and the remainder of this Agreement shall continue in full force and effect as if the invalid provision or portion thereof was not part of this Agreement. Any such holding materially affecting the commitments herein may be the subject of further negotiations for purpose of legally revising the consideration involved. No action taken

- pursuant to this Agreement shall be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and should not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.
- h. Nothing under this Agreement and no action taken pursuant hereto shall cause the County and Company to be treated as a partnership, joint venture, association, or other common entity.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts, each to be considered an original by their authorized representative.

VILLAGE AT LEGACY I, LP

DEKALB COUNTY, GEORGIA

By: _____
Signature

Michael L. Thurmond
Chief Executive Officer
DeKalb County, Georgia

Name

ATTEST:

Title

BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

ATTEST

APPROVED AS TO SUBSTANCE:

Name

David Hayes
Director
Department of Watershed Management

Title

APPROVED AS TO FORM:

County Attorney Signature



750 Commerce Drive Suite 400
Decatur Georgia 30030
Office: 404-270-2100 Fax: 404-270-2123
<http://www.decaturhousing.org>
An Equal Opportunity Employer



April 25, 2022

Della A. Taylor, PE
Planning & Development Supervisor
Department of Watershed Management
178 Sams Street, A2600
Decatur, Georgia 30030

RE: Village at Legacy, Affordable Housing

Dear Ms. Taylor:

We are writing to provide documentation for the Community Enhancement classification for the provision of stormwater capacity assignments in DeKalb County for the project the Village at Legacy to clarify how this project qualifies for this classification.

BACKGROUND

The City of Decatur is implementing the Master Plan for Legacy Park with the development of workforce and affordable housing on the southern portion of the site in accordance with the Legacy Park Master Plan and subsequent Housing Addendum that were both approved by the Decatur City Commission. Legacy Park is the 77-acre parcel owned by the City of Decatur and its Park Facility Authority purchased using bonds.

The City has selected Housing Authority of the City of Decatur, Georgia (Decatur Housing Authority or DHA) and its nonprofit development entity, Preserving Affordable Housing, Inc (PAHI) to develop, own, and manage the new affordable housing through an Intergovernmental Agreement. An Intergovernmental Agreement allows governmental and quasi-governmental (DHA) to contract with each other for specific services. The City of Decatur will continue to own the Legacy Park land. The land will be made available to DHA for the housing development under a nominal cost long term ground lease. The land is not being sold or conveyed to DHA or any Developer. It will remain the City's land into perpetuity.

DHA and PAHI are excited to provide new affordable housing for Decatur by developing a parcel of land on the Legacy Park site located at 500 South Columbia Drive, Decatur, GA 30030. The land parcel that will be ground leased to DHA is approximately 6 acres and will support 132 housing units in two phases of development.

Phase I consists of 66 family housing units in a range of 1-, 2-, and 3-bedroom sizes. The development successfully integrates the new housing into this pleasant park setting while making available to the residents the highly desirable amenities of nearby Downtown Decatur as well as the City Schools of

Decatur, the metro Atlanta highest rated public school system. Phase II will also consist of a mixture of 66 family units in a range of 1-, 2-, and 3-bedroom sizes.

100% of the 66 of the units in Phase I at Village at Legacy will be affordable with income levels below 80% of HUD's Area Median Income levels. Families at 0% of AMI to 80% of AMI qualify as low income according to HUD's definition. HUD published new FY 2022 income limits on April 18, 2022.

FY 2022 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

FY 2022 Income Limit Area	Median Family Income Click for More Detail	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Atlanta- Sandy Springs- Roswell, GA HUD Metro FMR Area	\$96,400	Very Low (50%) Income Limits (\$)	33,750	38,600	43,400	48,200	52,100	55,950	59,800	63,650
		Click for More Detail								
		Extremely Low Income Limits (\$)*	20,250	23,150	26,050	28,900	32,470	37,190	41,910	46,630
		Click for More Detail								
		Low (80%) Income Limits (\$)	54,000	61,700	69,400	77,100	83,300	89,450	95,650	101,800
		Click for More Detail								

HUD-funded project based rental assistance will be provided by DHA under a new Housing Assistance Payments contract for 40 of the units. The HAP Contract makes these units much more affordable to families as their cost for rent and utilities will be 30% of their adjusted income. The income range of families in the overall housing will be for low income families with incomes from 0% to 80% of AMI. The remaining 26 units will be rented at tax credit rental levels which are preset for families by income level. Income levels in these units will be 0% of AMI to 80% of AMI.

Village at Legacy will be located on the southeast corner of the Legacy Park site and enjoy access to a MARTA bus stop located immediately adjacent to the site on Columbia Drive. The full-service Avondale MARTA Transit Station with multiple bus routes and transfers is just a mile away at Sams Crossing. The MARTA transit station will be helpful to families as it is an easy bike ride using the Atlanta PATH connection that is adjacent to the site. An additional sidewalk connection is planned along Columbia Drive to aid in connectivity.

Parking is planned at approximately one space per unit. Generally, lower income families, especially elderly or disabled persons, own fewer cars and it has been DHA's experience that one space per unit is sufficient. Persons without cars will have access to MARTA and MARTA Mobility. MARTA Mobility is a service that provides ADA Complementary Paratransit service to anyone unable to ride or disembark from regular MARTA transit services. Riders must have a MARTA Mobility Photo ID Breeze Card to be able to request and board the MARTA Mobility buses.

Phase I will consist of a mixture of housing types, including two story duplexes and three-story garden style apartments. A single community center and leasing office of sufficient size be developed to support both Phases I and II of this new community that will be in the center of the site so that it is accessible by all. The site amenities will include a covered gathering area with seating, interior

community room, business center, and raised garden beds. A central ellipse will create a park setting adjacent to the community center.

Phase II will consist of 66 units for families with incomes from 0% to 80% of HUD's AMI that qualify as low income families. All units in the Village at Legacy in Phases I and II will be affordable housing for families

Possibly the greatest amenity for the community will be its location at Legacy Park. Families in Village at Legacy will be able to walk from their homes directly onto the 77-acre Legacy Park campus with playgrounds, hiking trails, recreational fields, indoor swimming, arboretum, fishing, gardens, and many regular recreational camps or activities.

DHA and PAHI will develop, own, and manage Village at Legacy throughout the extended affordability IRS Tax Credit compliance period of thirty plus years. DHA is excited to support the City of Decatur's Affordable Housing efforts by acting as the developer of this excellent community, Village at Legacy. The City of Decatur will provide substantial funding to Village at Legacy for the public infrastructure of the property, including roads, sidewalks, storm sewer, sewer, utilities, and broad band infrastructure, since the site is not equipped with this public infrastructure.

For the financing of the Village at Legacy, DHA will apply for federal and state low-income housing tax credits in a competitive process to the Georgia Department of Community Affairs. The City of Decatur has committed funding to Phases I and II for infrastructure and housing. The designated funds will be allocated in the respective amounts of \$2,421,250 for the first development phase of the project and \$1,320,001 for the second development phase of the project. The Decatur Housing Authority has committed funding to Phases I and II for infrastructure and housing. DHA has committed \$2,421,250 to Phase I and \$905,170 to Phase II.

The planned unit distribution is as follows:

Phase I	Type	Number
One-Bedroom	Garden	30
Two-Bedroom	Garden	18
Two-Bedroom	Townhouse	6
Three-Bedroom	Garden	12
		66

Phase II	Type	Number
One-Bedroom	Garden	30
Two-Bedroom	Garden	24
Three-Bedroom	Garden	12
		66

Real estate development takes years to accomplish. The approximate project schedule is as follows:

Event	Phase I	Phase II
Tax Credit Application Submission	May 2022	May 2023
Design Documents	Fall 2022	Fall 2023
Tax Credit Award Notification	November 2022	November 2023
Permit Application	December 2022	December 2023
Construction Bid	December 2022	December 2023
Real Estate Closing	April 2023	June 2024
Construction Begins	May 2023	July 2024
Construction Complete	June 2024	August 2025
Occupancy Begins	July 2024	September 2025

The City and DHA are excited to increase workforce/affordable housing opportunities in our great city and look forward to working with the community on this great development.

COMPLIANCE WITH COMMUNITY ENHANCEMENT PROVISIONS

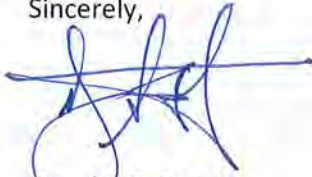
There are five specific provisions related to the prioritization of Sewer Capacity, and projects should demonstrate compliance with at least one provision. The Village at Legacy complies with at least two provisions as follows:

- 1. Low-income housing which qualifies for U.S. Department of Housing and Urban Development**
 - a. 100% of the housing at Village at Legacy qualifies as "Low Income Housing" under HUD's income limits as defined above.
 - b. 100% of the housing at Village at Legacy qualifies as "Low Income Housing" as the funding source for the housing will be low income housing tax credits.
 - c. Project based housing will be provided using HUD's project based vouchers from the Decatur Housing Authority.
- 2. Developments with funding participation from federal, state, or local government**
 - a. Substantial funding from the City of Decatur, a local government, is being provided for infrastructure and housing at the Village at Legacy.
 - b. The City of Decatur, a local government, is providing the land under the provisions of a nominal cost long-term ground lease
 - c. Substantial funding from the Decatur Housing Authority, a quasi-governmental entity, is being provided for the Village at Legacy.
 - d. Federal funding in the form of low income housing tax credits will be the source for the development of the housing on the Village at Legacy site.

SUMMARY

The Village at Legacy is an eligible project under the DeKalb County Policy for Allocating Wastewater Capacity Credits. We hope that the amount of credits can be maximized to limit the costs for downstream corrections can be minimized for this affordable housing effort. We are happy to provide any additional documentation or clarifications if necessary.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Douglas S. Faust', with a long horizontal line extending to the right.

Douglas S. Faust
CEO/Executive Director

Attachments:

City/DHA Intergovernmental Agreement

City of Decatur Commitment to Ground Lease

City Funding Commitment Documents

DHA Resolution for Financing and HUD Housing Assistance Payments Contract for Village at Legacy

County Policy for Allocating Wastewater Capacity Credits

PREPARED FOR: DeKalb County
PREPARED BY: Consent Decree Program Management Team (CDPMT)
DATE: March 25, 2022

1. Background

The Capacity Assurance Program (CAP), as part of the Modified Consent Decree (MCD) filed 9/22/2021, includes provisions that allow use of a capacity banking credit system to approve new connections or increases in flow from existing connections in cases where adequate capacity can not be certified under other CAP provisions. As described in Section 5 of the CAP, this banking credit system provides parameters and formulas for determining capacity credits associated with certain capacity enhancing projects including gravity sewer rehabilitation projects to reduce infiltration and inflow (I/I). These capacity credits may then be applied to offset the proposed additional peak flow contributions from new development, allowing for capacity approval in lieu of adequate capacity certification.

While the County's ongoing sewer rehabilitation and capacity improvement program generates capacity credits for use by development, it is recognized that the demand for capacity credits may be greater than the amount of capacity credits available at a given time. Additionally, larger developments require larger capacity credit allocations and apply more demand on the County's wastewater collection, transmission and treatment system and thus should be required to assist in funding of capacity improvements necessary to facilitate their capacity approval. Further, certain types of projects provide enhancements to underserved communities, and should be considered higher priority than other developments in need of capacity credits. For these reasons, the following policy establishes guidelines for allocating capacity credit allotments for new development.

Attachment 1 provides a flow chart of the developer capacity approval requirements described below.

2. Requirements for Developments to Increase Capacity of Receiving Wastewater Infrastructure

Proposed peak flow contributions from new developments shall be reviewed to determine the extent to which they comprise the total available capacity of the County's receiving wastewater collection and transmission system assets. The developer shall be required to participate in a project to increase the conveyance capacity of portions of the downstream gravity sewer or lift station(s) where the development's proposed peak flow contribution exceeds 50% of the capacity of these structures. Projects to increase the capacity of the downstream gravity sewer or lift station(s) shall be governed by DeKalb County's Sanitary Sewer Main Extension Policy as per Section 25-177 of the DeKalb County Code of Ordinances.

Should the project to increase downstream conveyance capacity described above be insufficient to certify of adequate capacity under the terms of the CAP, capacity credits will be required to approve the development for connection.

3. Capacity Credits for Community Enhancement Developments

Developments which enhance their surrounding community will be given priority over other capacity requests which require capacity credits to gain connection approval.

3.1 Community Enhancement Criteria

Examples of developments which may be considered to enhance the surrounding community include, but are not limited to, the following:

- Low-income housing which qualifies for U.S. Department of Housing and Urban Development (HUD) subsidies
- Developments which qualify for the U.S. Department of Treasury New Markets Tax Credit Program such as grocery stores located in food deserts
- Government facilities which do not meet the requirements per Section 3.5.1 of the CAP to be defined as Essential Services
- Developments with funding participation from federal, state, or local government
- Developments which provide community enhancement and which are located in Economic Opportunity Zones

To qualify as a Community Enhancement Development, developers must submit community impact statements with their sewer capacity request submission. The community impact statement shall describe the nature of the community enhancement provided by the development, how the development meets the criteria listed above, and documentation to support the community enhancement claim. The County reserves the right to approve or disapprove designation of the project as a Community Enhancement Development and to request additional information.

3.2 Reservation of Capacity Credits for Community Enhancement Projects

The County shall reserve capacity credits in the amounts provided in Table 3-1 on an annual basis for projects designated as Community Enhancement Developments. Upon replenishment of the capacity credit reserves annually, the County may also adjust the total capacity credit reserves allocated for each Model Area. Adjustments for each Model Area will be based on a review of remaining capacity issues, available capacity credits, and projections regarding future Community Enhancement Developments.

Table 3-1: Capacity Credit Reserves by Model Area

Model Area	Capacity Credits Reserved For Community Enhancement Developments
Intrenchment Creek	10,000
Miscellaneous	5,000
Nancy Creek	10,000
North Fork Peachtree Creek	20,000
South Fork Peachtree Creek	20,000
Pole Bridge	5,000

Snapfinger	30,000
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For a development that has been designated as Community Enhancement Development, the County may allocate up to 20% of the total capacity credit reserves listed above towards the amount of capacity credits required for approval of the development. Approval of Community Enhancement Developments require allocation of available capacity credits equal to the development's proposed peak flow rate. Additional capacity credits, beyond the amount credited from the County's Community Enhancement Development reserves, shall be allocated per Section 5 below.

4. Allocation of Capacity Credits

Table 4-1 provides flow rates by Model Area which are used to determine a development's eligibility for use of unallocated capacity credits within the County's banking credit system. For the purpose of this section, Eligible Developments are defined as those with peak flow rates less than or equal to the flow rates listed in Table 4-1.

Available capacity credits in the banking credit system shall be credited to Eligible Developments in the order in which their capacity requests are received. For Eligible Developments, the County shall require capacity credits equal to their proposed peak flow rate in order to gain approval for connection.

Table 4-1: Eligibility for Use of Unallocated Credits by Model Area

Model Area	Eligibility for Use of Unallocated Credits – Maximum Allowable Flow Rates (gpd)
Intrenchment Creek	20,000
Miscellaneous	10,000
Nancy Creek	10,000
North Fork Peachtree Creek	30,000
South Fork Peachtree Creek	20,000
Pole Bridge	10,000
Snapfinger	30,000

The flow rates listed in Table 4-1 shall be reviewed annually. Adjustments may be made for each Model Area and shall be based on a review of remaining capacity issues, available capacity credits, and analysis of prior capacity requests.

Ineligible Developments, those with peak flow rates exceeding the flow rates listed in Table 4-1, shall be required to participate in the completion of capacity improvement projects. Ineligible Developments, except for those designated as Community Enhancement Developments, shall require capacity credits equal to their proposed peak flow rate plus an additional 20% capacity credit contribution to provide further benefit to the community. If the banking credit system has more credits available than are required to approve Eligible Developments, the County may contribute a portion of the remaining, unallocated capacity credits to assist Ineligible Developments with meeting their capacity credit requirements.

4.1 Developer Participation in Capacity Improvement Projects

Capacity improvement projects include infiltration and inflow (I/I) projects such as rehabilitation of gravity sewers, repair of manhole defects, and replacement of vented manhole lids. Further information on these types of projects and their associated capacity credit calculations can be found in CAP Section 5.3.6. Below are requirements for identification and completion of capacity improvement projects where developer participation is required.

- The County shall identify the gravity sewer pipe segments (from manhole to manhole) eligible for inclusion in the capacity improvement project scope.
- Vented manhole lids identified at manholes adjacent to the gravity sewer pipes to be rehabilitated may also be included in the project scope upon County approval.
- Initial capacity credit estimates associated with the scope of rehabilitation as provided by the County are subject to change based upon field confirmations. The County's inventory of manholes with vented lids is not fully comprehensive and does not include all of the information required to calculate their related capacity credits.
- All work is to be completed in compliance with the County's standard specifications.
- Work requires County inspection and, upon completion, acceptance testing prior allocation of capacity credits to the development.
- Capacity credits generated by the project beyond that required to approve the development shall be deposited in the banking credit system for use at the sole discretion of the County.

5. Capacity Credit Allocation Requirements

The following requirements apply to all developments which are approved for wastewater connection through the use of capacity credit allocations.

5.1 Private Property Plumbing and Service Line Requirements

Sections 25-45 through 25-49 of DeKalb County's Code of Ordinances require the use of water conserving plumbing fixtures for all properties in unincorporated DeKalb County. All developments which require capacity credit allocations in order to gain wastewater connection approval, in both incorporated and unincorporated areas of the County, shall be required to install or retrofit of all plumbing within the development with water conserving, low-flow plumbing fixtures in order to gain approval.

Additionally, all developments which make use of capacity credit allocations to gain approval shall be further required to maintain their wastewater service line by preventing discharge of fats, oils, and grease (FOG), keeping cleanout caps in place, repairing any deteriorated portions of their wastewater service line, and disconnecting roof, foundation, and area drains from the wastewater system.

In order to receive a Certificate of Occupancy, the development shall be required to submit certification from a licensed plumber that the property's plumbing and service line comply with the following sections from the County's Code of Ordinances:

- Code Section 25-45 – 25-49: Inefficient plumbing fixtures replacement
- Code Section 25-218: Prohibition from connection, directly or indirectly, of roof, foundation, and area drains to the public sewer system
- Code Section 25-251: Service line in good order and free of defects which may allow the discharge of stormwater, surface runoff, or groundwater to the public sewer system

5.2 Expiration of Capacity Credit Allocations

Sewer capacity approvals granted through the use of capacity credit allocations are valid for two (2) years from the date of the capacity approval. After such time, the County reserves the right to cancel the development's connection approval and deposit the allocated capacity credits into the County's banking credit system. The developer may request a time extension of up to one (1) additional year provided the request is submitted, in writing, to the DeKalb Watershed Management Planning and Development Department no less than 60 days prior to the capacity credit allocation deadline.

5.3 Transferability of Capacity Credit Allocations

Capacity credits shall only be assigned to the property associated with the original capacity approval and may not be transferred to any other property. Following receipt of capacity approval from the County, any changes made to the development's proposed use require submission of an updated Sewer Capacity Request.

5.3.1 Reduction of Development's Proposed Peak Flow

The following applies to updates to the Sewer Capacity Request which result in a decrease in the development's proposed peak flow:

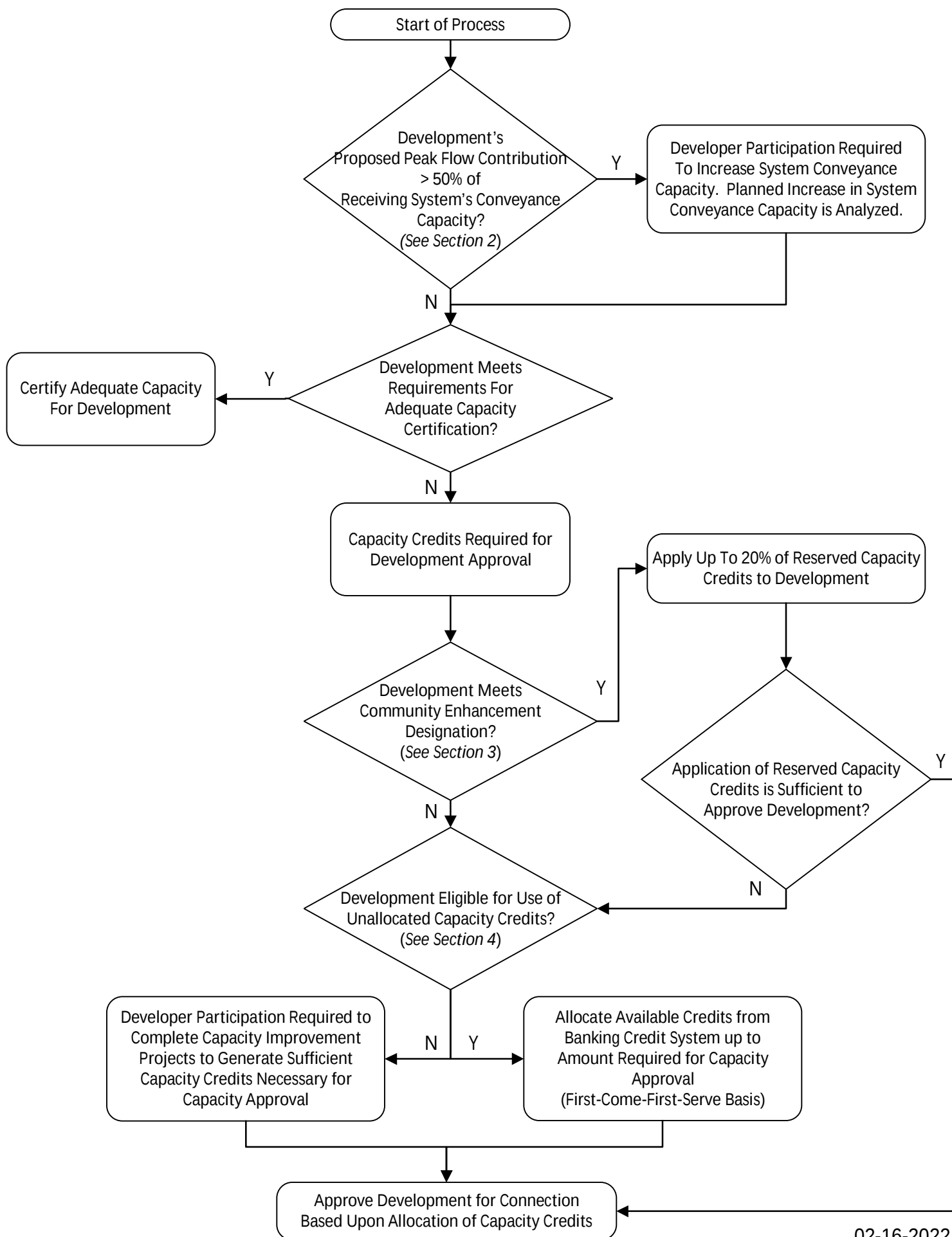
- The excess portion of the previous capacity credit allocation shall be returned to the banking credit system for use at the sole discretion of the County.
- For developments which are required to participate in capacity improvement projects, the scope of such projects shall be reduced according to the development's updated proposed peak flow only to the extent such projects have not yet been completed.

5.3.2 Increase in Development's Proposed Peak Flow

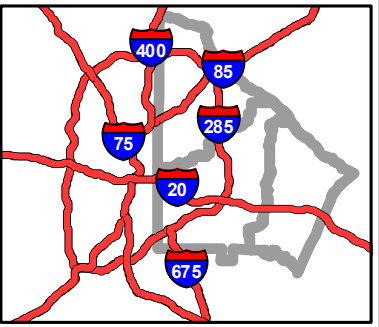
The following applies to updates to the Sewer Capacity Request which result in an increase in the development's proposed peak flow:

- Resubmission of the Sewer Capacity Request shall result in cancellation of the development's previously allotted capacity credits held in the County's credit banking system and the process for determining the extent of capacity credits available to approve the development shall begin again according to the flow chart in Attachment 1.
- For developments which are required to participate in capacity improvement projects, the capacity credits previously allotted to the development from such projects shall remain allocated to the development. Further, the scope of the capacity improvement projects requiring the developer's participation shall be increased according to the increase in the development's updated proposed peak flow contribution.

Wastewater Capacity Credits Allocation Flow Chart



Note: Private partnership rehabilitation will be targeted within Ongoing Sewer Assessment and Rehabilitation Program (OSARP) areas.



- Interstates
- Highways
- Gravity Main
- Trunk Sewer ($\geq 18"$)
- OSARP
- Sewer Basin
- Sewershed

Private Partnership Rehabilitation Areas



Date: 4/27/2022

