



**West Hempfield Township  
Municipal Authority**

**Stormwater Fee  
Credit Policy Manual**

June 16, 2022

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This Credit Policy will be subject to review and update as determined by West Hempfield Township Municipal Authority

**Introduction**

Why manage stormwater?

Stormwater is rain and melted snow that “runs across” the land. In natural, undeveloped areas, soil absorbs and filters most of the stormwater in a process called infiltration. The water that runs off the land in West Hempfield Township impacts local watersheds such as Strickler Run, The Little Conestoga Creek, Shawnee Run, Chiques Creek, as well as the Susquehanna River. During development, natural areas are replaced with roofs, driveways, sidewalks, and streets. These hard surfaces, called impervious surfaces, do not allow water to penetrate to the soil and infiltrate. Stormwater runoff carries fertilizers, pesticides, sediment, oil, grease, heavy metals, trash, and many other contaminants deposited on impervious surfaces directly into the Township’s storm drain system and natural stream systems.

This can cause:

- Erosion of streams and decreased water quality
- Contamination of downstream water quality and drinking water supplies
- Damage to public storm drains.

West Hempfield Township, through the Municipal Authority, is taking action to meet PaDEP and Federal EPA obligations under its NPDES permit and Ms4 requirements to clean up our community's polluted stormwater runoff and to make investments in our aging stormwater infrastructure. Much of the Township's pipe is corrugated metal pipe that has met or exceeded its projected life and is deteriorating. This will not only help to improve water quality and our environment for future generations, but also help protect residents and private property from damage.

The West Hempfield Township Municipal Authority has been working diligently to develop solutions to our water quality and Stormwater challenges. The goal of West Hempfield Township is to develop a sustainably funded stormwater program that addresses the long-term stormwater needs of the Township and to comply with state and federal mandates. To develop the Stormwater Program, the West Hempfield Township Municipal Authority was established to oversee the funding portion of the Program. After considering different options, the Authority established a Stormwater Fee structure to fund the Program. A stormwater fee is a charge based on the amount of impervious area on a property. This approach has several advantages. First, it fairly distributes the cost of the Authority's stormwater services since the amount of impervious area is related to the amount of stormwater that must be managed and all property owners directly benefit from a well maintained and regulated drainage management system. This concept is similar to measuring usage and calculating fees for drinking water and sanitary sewer services. Second, the amount of the fee must be linked to demonstrated need for publicly provided stormwater management services addressing water quality protection, infrastructure operation and maintenance, and regulatory compliance. All revenue is deposited into a special fund that can only be used for stormwater management. How is the fee calculated? Since a stormwater utility is a fee for service, all properties are charged regardless of their tax status. In West Hempfield Township, properties are charged per ERU or equivalent residential unit. Fees are based on the amount of impervious surface area (IA) on a property, area that prevents rainwater from infiltrating into the ground (i.e., buildings and parking areas). A geographic information system (GIS) mapping survey determined the **average** Single-Family Residential lot has 2,350 square-feet of impervious coverage. As such, this became the basis for one ERU or Equivalent Residential Unit. Single Family Residential Lots are charged one ERU. Non-Single-Family Residential property owners will be charged a fee based on the number of ERU equivalents on the property, which will be multiplied by \$72.00/ERU to determine the annual fee. A property's fee is then determined by multiplying the number of ERUs that apply to the property by the rate per ERU. Once that amount is determined, any credits or exemptions that apply are deducted and the difference represents the final fee assessed to the property.

### **Eligibility**

To be eligible for a credit, the property must have been assigned a minimum of 501 ft<sup>2</sup>. of IA, the subject property may be a Residential or Non-Residential property in West Hempfield Township. A Homeowner's Association (HOA) may also be eligible for a Credit for properties they are assessed for within their development. There must not be any outstanding and unpaid Stormwater Fees or Sanitary Sewer/Trash Fees against the subject property. Property Owners must submit a complete Credit Application with any documentation required by WHTMA. All properties are potentially eligible for Credits; however, certain Credits are only available for specific Stormwater volume reductions, as described in the section "Credits". A property with less than 500 SF of impervious area results in a billing unit of zero and is therefore not assessed a fee.

Approved Credits will be valid if the Credit conditions continue to be met by the property owner. However, the magnitude of the Credit may be altered based upon changes in the Authority regulatory requirements or operating costs. All Operations and Maintenance Agreements, easements, and Access Agreements remain permanently in effect unless amended or rescinded in writing and signed by authorized Township or Authority officials.

## **Definitions**

**Best Management Practice (BMP)** - Activities, facilities, designs, measures, or procedures used to manage stormwater impacts from regulated activities, to meet state water quality requirements, to promote groundwater recharge, and to otherwise meet the purposes of the Township requirements. Stormwater BMPs are commonly grouped into one of two broad categories: “structural” or “non-structural”.

**Disconnected Impervious Area (DIA)** - The practice of directing stormwater runoff from built upon areas to properly sized, sloped and vegetated pervious surfaces. Both roofs and paved areas can be disconnected with slightly differing designs.

**Green Infrastructure (GI)** - Systems and practices that use or mimic natural processes to infiltrate, use evapotranspiration, or reuse stormwater on the site where it is generated. **Impervious Surface (Impervious Area)** - reference STA Stormwater Division Rules and Regulations definition. **Inlet** – A surface connection to a closed drain. The upstream end of any structure through which water may flow.

**Impervious Surface (Impervious Area, IA)** - An area that prevents or impedes the infiltration of water into the ground. Impervious Surfaces include, but are not limited to compacted aggregate, streets, sidewalks, pavements, driveway areas, roofs, patios, garages, storage sheds and similar structures, and other paved surfaces.

**Inspection Report** - The yearly BMP inspection reports that are defined in the West Hempfield or Stormwater Management Ordinance or Pa DEP Ms4 guidance documents.

**MS4** – Municipal Separate Storm Sewer System

**Non-Residential Properties** - All parcels other than Single Family Residential Properties, including multi-family properties such as apartments and mixed-use parcels (i.e. parcels with both residential and commercial uses). Non-Residential Properties also include mobile home parks, commercial, institutional, governmental, retail, office buildings, storage areas, parking lots or other impervious areas, parks, recreation properties, public and private schools, hospitals and convalescent centers, and industrial parcels.

**Operation and Maintenance Agreement** – An agreement as described in the Township’s Stormwater Management Ordinance, and included in this manual, regarding the required operation and maintenance activities for existing Stormwater Management BMP’s and who will be responsible for performing them.

**Outfall** – Point where water flows from a conduit, stream, or drain. "Point source" as described in chapter 40 CFR 122.2 Stormwater Ordinance, at the point where the municipal separate storm sewer system discharges to surface waters of this commonwealth.

**PADEP** - Pennsylvania Department of Environmental Protection or any agency successor to the PADEP.

**Peak Discharge** – The maximum rate of stormwater runoff from a specific storm event.

**Peak Rate** - The maximum design flow rate at which runoff from a drainage area discharges past a specific point from a specific storm event.

**Peak Rate Control Credit** – A credit that can be applied for utilizing proper stormwater rate control techniques. Example: Detention tanks/basins with a controlled outlet.

**Pennsylvania Stormwater Best Management Practices (BMP) Manual** - The most recent version of the Pennsylvania Stormwater Best Management Practices Manual.

**Pervious Area** – Any area not defined as impervious, such as grass, meadow, or woods, allows stormwater to infiltrate into the ground.

**Retention Volume/Removed Runoff** – The volume of runoff that is captured and not released directly into the surface waters of this Commonwealth during or after a storm event.

**Riparian Buffer** - is an area of trees and shrubs located adjacent to streams, lakes, ponds, and wetlands of sufficient width to intercept sediment, nutrients, pesticides, and other materials in surface runoff and reduce nutrients and other pollutants in shallow subsurface water flow.

**Runoff** – Any part of precipitation that flows over the land.

**Stormwater Management Facility** – Any structure, natural or man-made, that, due to its conditions, design, or construction, conveys, stores, or otherwise affects stormwater runoff. Typical stormwater management facilities include but are not limited to detention and retention basins; open channels; storm sewers; pipes; and infiltration facilities

**Stream Restoration** - Any natural channel design, wet channel regenerative stormwater conveyance, legacy sediment removal, or other stream modifications intended to restore natural forms and processes that reduce streambank or streambed erosion and capture pollutants.

**Structural BMP** – Physical device or practice that is installed to capture and treat stormwater runoff. Structural BMPs include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands to small-scale underground treatment systems, infiltration facilities, filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, and more. Structural BMPs are permanent stormwater facilities on properties.

**Volume Control** – Stormwater Management (SWM) controls, or BMPs, used to remove a predetermined amount of runoff or the increase in volume between the pre- and post-development design storm.

**Urbanized Area (UA)** – Comprised of a densely settled core of census tracts or census blocks that meet minimum population density requirements, along with adjacent territory containing nonresidential urban land uses as well as territory with low population density included to link outlying densely settled territory with the densely settled core. The UA is as defined by the United States Census Bureau.

**Water Quality Benefit** - Increasing surface water runoff quality as outlined in the Pennsylvania Stormwater BMP Manual or as defined in the PA MS4 guidelines, whichever are more restrictive.

**Waters of this Commonwealth** – Any and all rivers, streams, creeks, rivulets, impoundments, ditches, watercourses, storm sewers, lakes, dammed water, wetlands, ponds, springs, and all other bodies or channels of conveyance of surface and underground water, or parts thereof, whether natural or artificial, within or on the boundaries of this Commonwealth.

**Watershed** – Region or area drained by a river, watercourse, or other surface water of this Commonwealth.

**Wetland** – Areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas.

**WHT** – West Hempfield Township

**WHTMA** – The West Hempfield Township Municipal Authority

All proposed BMPs shall comply with the applicable design standards set forth in the West Hempfield Township Stormwater Management Ordinance and Pennsylvania Stormwater Best Management Practices Manual including, but not limited to, the use of appropriate professionals, such as Professional Engineers, Professional Geologists, Landscape Architects, Soil Scientists, etc. when required. When applicable, karst hazards, soil investigations, infiltration testing, or other pertinent site-assessment activities should be conducted.

### **Disclaimer**

By submitting a Stormwater Management Program Fee Credit Application pursuant to the Authority's Stormwater Management Program Credits Policy, Property Owner acknowledges and agrees that he/she and his/her heirs, grantees, successors, and assigns shall be solely responsible and liable for the operation and maintenance of any and all BMPs constructed, installed, or employed by the Property Owner. The Authority shall not be responsible for or liable with respect to the operation and maintenance of any BMP, or any damages arising therefrom. Property Owner and his/her heirs, grantees, successors, and assigns shall indemnify and hold harmless the Authority, its officers, agents, and employees from any and all claims, actions, causes of action, judgments, damages, losses, costs, and expenses (including attorneys' fees) arising out of or resulting from the construction, installation, employment, maintenance, or operation of the BMP.

### **Credits**

**Ag Manure, Pesticide, Nutrient Management, E&S Controls** To be eligible for this credit, agricultural properties must have current plans, up to date and implemented, in place as applicable for manure, pesticide, nutrient, and/or erosion control management as required by the Lancaster County Conservation District. Property owner to provide evidence of appropriate approved plans with the credit application. Credit reduction to 1 ERU

**BMP Operations and Maintenance Plan** This credit applies to a property with a BMP such as a stormwater basin on site, yet no recorded operations and maintenance plan nor easement exists on the property for the BMP. The applicant receives this credit by recording a Township approved BMP operation and maintenance plan and easement agreement allowing the Township to inspect the BMP. One time credit 25 %.

**BMP Structural Update** Voluntary update of BMP facilities to current Stormwater ordinance requirements. Must have a recorded BMP operation and maintenance plan and easement agreement allowing the Township to inspect the BMP. A maximum 25% Credit will be given to structural BMPs, credits only apply to the impervious area (IA) controlled by the BMPs. The Credits can be cumulative to a maximum of 50% Credit.

**Riparian Buffer/Floodplain Protection** This 35% credit is available to property owners who create or have and then maintain a Riparian Buffer/Floodplain Protection area alongside a stream as defined by Pennsylvania law. The riparian buffer can be existing or a newly planted buffer of native plants. Buffers must meet the following criteria:

1. A minimum of twenty-five (25) contiguous linear feet of stream must be buffered from the top of bank to a minimum distance of 35 feet measured horizontally from and perpendicular to the stream.
2. Must have a recorded BMP operation and maintenance plan and easement agreement allowing the Township to inspect the BMP.
3. Credits only apply to the impervious area (IA) controlled by the BMPs. The Credits can be cumulative to a maximum of 50% Credit.

**Separate MS4 Permit Holder (NR MS4)** A Credit is available to those properties that have been identified by PADEP as being required to obtain and comply with the terms of a Municipal or Non-Municipal MS4 permit. A 50% Credit is available to those properties that have been identified by PADEP as being required to obtain and comply with the terms of a Municipal or Non-Municipal MS4 permit, which includes implementing a pollution reduction plan (PRP). To be eligible for the Credit, the MS4 permit must be kept in full compliance, and WHTMA must be provided a copy of the MS4 permit as well as copies of the annual reports. Properties with a Non-Municipal MS4 permit that does not require PRP implementation are eligible for a maximum credit of 20%.

**NPDES Industrial Stormwater Permit Compliance (NPDES)** By complying with NPDES Industrial Stormwater Permit requirements for industrial facilities, participating Owners are assisting the Authority by addressing stormwater issues onsite. Any property covered under a NPDES Industrial Stormwater Permit, and in compliance with all applicable requirements during the preceding twelve (12) months, is eligible for a 25% Credit for those portions of the property covered under the NPDES Industrial Stormwater Permit. As a condition of continuing to receive the 25% Credit set forth herein, the Owner will need to submit the Discharge Monitoring Report to the Authority annually at such time as it is received by the Owner. The Credits can be cumulative to a maximum of 50% Credit.

**Voluntary Exceedance** A 30% credit for an on-site structural BMP that exceeds the minimum regulatory control requirements of the Township stormwater ordinance for rate, volume control and water quality by at least 20%. For existing pre 2014 ordinance approved stormwater facilities, the minimum regulatory control requirements of the current Township stormwater management ordinance must be met first (see structural BMP update credit). Must have a recorded BMP operation and maintenance plan and easement agreement allowing WHTMA to inspect the BMP. The Credits only apply to the impervious area (IA) controlled by the BMPs. Credits can be cumulative to a maximum of 50% Credit.

**Stream Restoration** Owners who complete and maintain an approved stream restoration project on the entire length of stream located on the property and a minimum of 35 feet measured horizontally from the top of bank on both sides of the stream. If property conditions are limiting (proximity to property line,

roads, structures, etc.), projects with less than 35 feet horizontal width may be considered for Credit. Please note projects requiring PADEP permits may have more stringent requirements. The amount of the Credit will be dependent on site-specific conditions. Interested Owners should contact the Authority prior to project initiation. The Credits can be cumulative to a maximum of 50% Credit. Credits only apply to the impervious area (IA) controlled by the BMPs.

### **General credit Policies**

1. It is the Owner's responsibility to apply for credits and supply all the necessary materials.
2. Specified Credits are available to all property owners, as provided for in this policy manual, not all are applicable.
3. The maximum amount of credit received shall not exceed 50% per property, no credits will reduce the WHTMA Fee to less than 1 ERU for non-single family residential.
4. Stormwater accounts must be current to receive Credit(s) conferred by these policies. If an account is overdue for more than 90 days, Credits will be revoked. Upon becoming current, a property owner may reapply to reinstate the revoked credits.
5. Credits will be revoked where qualified BMPs are not maintained, or if annual Operation and Maintenance Reports are not submitted on time.
6. Complete applications will be reviewed with determination made within 90 days of submission (incomplete applications will be returned for correction). Credits will become effective at the beginning of the next billing cycle.
7. Applications requiring review and response from PADEP may take additional review time. However, credits requiring additional time will be applied retroactively to the date of full application submittal. (Incomplete applications will be returned).
8. Credit application fees apply to specific credits. Refer to Table 1 for determining if a credit fee applies. Property owners may be required to establish an escrow account of \$2,000 for specific credits such as new or retrofitted BMPs to cover professional services for review of the application. Application fees are subject to adjustment January 1 of each year. Refer to the Applying for Credit section of this document for additional detail. A credit may include multiple related parcels.
9. Refer to Table 1 for more information on credit expiration timeframes. At the time of expiration, the Credit Policy will be reevaluated at the discretion of the Authority. Adjustments to the value of credits may be made at that time and/or reapplication may be required.
10. In the event of a change of ownership, the new owner must reapply for Credits to verify modifications to the Maintenance Agreement and associated Credit requirements.
11. The West Hempfield Township Municipal Authority has full discretion over the credit policy and process.
12. At the discretion of the WHTMA, credit will continue to renew on an annual basis, unless otherwise specified, provided that the operator complies with all requirements of the maintenance agreement. The Township reserves the right to change the criteria for receiving credit or require additional information for the operator of the structure to continue receiving credit. The Township will periodically inspect

properties to verify functionality of the structures or best practices. If the inspection results in a determination of non-compliance or performance with the terms of the credit, the property owner will be provided time to make corrections/improvements. If such deficiencies are not corrected, the credit will be revoked. Credits will be reviewed on the renewal of the Townships NPDES permit.

13. Upon written notice, the WHTMA, in its sole discretion, may revoke any previously approved Credit when the Owner has failed to meet the conditions of the Credit, the conditions of the Operation and Maintenance Agreement and/or has delinquent SWMP fees. The Owner will be notified in writing of the reason for Credit termination and will be provided with the corrective measures required to have the Credit reinstated.

14. The Authority reserves the right to review all plans, materials, reports, and documentation for accuracy and inspect any installations or features for proper function related to the Credit program at any time. If, after review, the accompanying documentation is found to be inaccurate or incomplete, or upon inspection issues are discovered with the installation or operation of the BMP, or Operation and Maintenance Agreement, the Owner will be notified in writing and given sixty (60) days to correct the deficiency. The Owner must provide written documentation to the Authority within sixty (60) days of the original notice that the deficiency has been corrected. If, in the opinion of Authority staff, the deficiency is not satisfactorily corrected, the Credit currently applied to the property will be terminated, effective the following billing cycle.

### **Applying for Credit**

**Pre-Application Meeting and Field Review** Some proposed Credits will require a pre-application meeting and/or a field review with the Township. All Owners interested in installing a new BMP or retrofitting an existing BMP should submit the Pre-Application Meeting Request form provided in Appendix B. The Authority will contact the Owner to schedule a mutually agreeable meeting date and time or provide notification if the specific installation does not necessitate a pre-application meeting.

**Design Standards** All proposed BMPs shall comply with the applicable design standards set forth in the municipal ordinances for which the property is located and Pennsylvania Stormwater Best Management Practices Manual including, but not limited to, the use of appropriate professionals, such as Professional Engineers, Professional Geologists, Landscape Architects, Soil Scientists, etc. when required. When applicable, karst hazards, soil investigations, infiltration testing, or other pertinent site-assessment activities should be conducted.

**Credit Application** In order to receive Credit, all Owners must follow the subsequent application process. Materials can be submitted to the West Hempfield Township Municipal Office at 3476 Marietta Ave., Lancaster Pa 17601, Attn: Stormwater Management Credit Administrator. Properly submitted applications will be reviewed by the WHTMA within 90 days of submission, unless extended by good cause shown. The applicant will be notified in writing the credits applied for were approved or denied. Approved applicants will receive a letter along with a credit agreement that must be signed and returned to WHTMA within 60 calendar days (failure to do so will terminate the application). Credits will then be applied to the next billing period. Credits will be valid for the period specified in table 1, after which time they may be eligible for reapplication or renewal. Separate Credit applications must be submitted for each tract of land. The following documentation must be submitted for an application to be reviewed:

1. Completed credit application form signed by the property owner.
  - a. Application forms are available in Appendix A, online at the WHTMA website, and at the Township office (located at the address listed above).
2. Photographs of the site showing layout, inlets, outlets, etc.
3. Site Plan
4. Necessary Documentation
5. Owner's Operation and Maintenance Plan.
6. Maintenance Agreement
7. Record of maintenance undertaken. (Existing facilities only)
8. Application fee and escrow as prescribed.
9. For some applications, a \$2,000 Escrow must be established to cover professional services related to review and processing of the application. If at any time funds are drawn below \$500 the escrow account must be replenished for the application review to proceed. Larger escrow amounts may be required for larger applications with multiple BMPs for review.
10. WHTMA has the right to require submission of design documentation, as-built or construction drawings, and an engineering analysis from a Pennsylvania licensed professional engineer. Notification of this requirement will be provided in response to the Pre-Application Meeting Request.
11. The WHTMA has the right to require documentation from a licensed engineer that the facility is in proper working order. (Existing facilities).
12. Additional documentation may be required at the request of West Hempfield Township Municipal Authority.

### **Maintenance Policies:**

All who receive Credits will be required to sign a Maintenance Agreement, available from WHTMA, which references an Operations and Maintenance Plan outlining all maintenance that will be required to continually qualify. The basic minimum maintenance requirements that should be listed in an Operation and Maintenance Plan are, but not limited to:

- Sediment shall be removed when approximately 30% of storage volume of the facility is filled.
- Any sinkholes shall be repaired.
- Trash shall be removed.
- No woody vegetation shall be allowed to grow on embankments unless specified in the facility's design.

- Debris shall be removed from the inlet, outlet, and any other structures that have the potential to clog. All systems should be checked at minimum 4 times per year and within 48 hours after any major rain events of >1”.
- Documentation of inspections must be submitted by June 1st of each year.
- Provide previous year’s maintenance log to be submitted by June 1st of each year.
- Control structures shall remain unaltered, intact, and functioning as originally designed.
- See Pennsylvania Stormwater BMP Manual for system specific inspection details. The Township has the right to inspect all systems to ensure they are working properly. If a system is found to be operating inadequately, the Owner will be notified in writing of the deficiencies. If the Owner does not make the necessary corrections within 45 days any and all Credits may be revoked. If Owner fails to submit annual reporting documentation by deadline listed above Credits may be revoked.
- Termination of Credits, Approved credits may be terminated at any time if the SMPs are found to be not functional, improperly maintained, or if the owner fails to restore the SMPs per WHTMA notification.

Table 1. Summary of Available Credits

Credit	Max Credit	Application Fee	Credit Expiration/renewability	Escrow	Notes	
Ag Plan- Manure, E&S, Nutrient Management Implemented	Reduction to 1 ERU	No	Yes	No		(1)
BMP O&M Easement Agreement	25%	\$25.00	Yes	No		(4)
BMP Update, pre-2014	25%	\$25.00	Yes	Yes	Treated IA Only	(3)
Riparian Buffer/Floodplain	35%	\$25.00	Yes	Yes	Treated IA Only	(3)
Separate MS4 Permit Holder	50%/25%	\$50.00	Yes	No		(2)
NPDES Industrial Stormwater Permit Holder	25%	\$50.00	Yes	No		(5)
Voluntary Exceedance post-2014	30%	\$50.00	Yes	Yes	Treated IA Only	(1)
Stream Restoration	40%	\$50.00	Yes	Yes	Treated IA Only	(1)

- (1) End of Township MS4 Permit Cycle
- (2) End of Property Owner’s MS4 Permit Cycle
- (3) End of Township Permit Cycle, is renewable

- (4) One-time credit
- (5) End of NPDES Permit

### **Operation and Maintenance Agreements:**

A. Prior to final approval of the SWM Site Plan, the property owner shall sign and record an Operation and Maintenance (O&M) Agreement (see Appendix A) covering all stormwater control facilities which are to be privately owned.

1. The owner, successor and assigns shall maintain all facilities in accordance with the approved maintenance schedule in the O&M Agreement.

2. The owner shall convey to the Municipality conservation easements to assure access for periodic inspections by the Municipality and maintenance, as necessary. the name, address, and telephone number of the person or company responsible for maintenance activities; in the event of a change, new information shall be submitted by the owner to the Municipality within ten (10) working days of the change.

B. The owner is responsible for operation and maintenance (O&M) of the SWM BMPs. If the owner fails to adhere to the O&M Agreement, the Municipality may perform the services required and charge the owner appropriate fees. Nonpayment of fees may result in a lien against the property.

The landowner or the owner's designee (including the Municipality for dedicated and owned facilities) shall inspect SWM BMPs, facilities and/or structures installed under this Ordinance according to the following frequencies, at a minimum, to ensure the BMPs, facilities and/or structures continue to function as intended:

1. Annually for the first 5 years.
2. Once every 3 years thereafter.
3. During or immediately after the cessation of a 10-year or greater storm.

# Appendix A

Municipal Authority Fee Credit Application

## Municipal Authority Fee Credit Application

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

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

Mailing Address (if different): \_\_\_\_\_

Account Number: \_\_\_\_\_ Parcel Number: \_\_\_\_\_

**Select the credit(s) being applied for (check all applicable boxes):**

- BMP O&M Easement Agreement
- BMP Update, pre-2014 BMP
- Riparian Buffer/Floodplain
- Separate MS4 Permit Holder
- NPDES Industrial Stormwater Permit Holder permit
- Voluntary Exceedance post-2014 BMP
- Stream Restoration

**Attach Documentation**

Attach any supporting documentation as separate sheets. Include available drawings/sketches/plans pertaining to structural credits (rate and volume controls). Agricultural Management Program documentation must include proof of enrollment, implementation of recommendations.

**Please note that:**

- 1) The maximum combined credit available is fifty percent (50%) of the Storm Water Management Fee, regardless of the number of credits for which the property is eligible.
- 2) Each credit may be approved up to the maximum per-credit value indicated, but the actual per-credit value approved is at the discretion of the Director of Public Works and may not match the maximum amount.

**Verification:**

I, \_\_\_\_\_, hereby state that the facts above set forth are true and correct to the best of my knowledge, information, and belief. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Signature

Print Name and Date

FOR TOWNSHIP USE ONLY	Credit(s):	
Date Received:		
Date Reviewed: % Credit to be Applied:	<input type="checkbox"/> Granted	<input type="checkbox"/> Denied
Date of Credit Expiration:		Reviewer:

# Appendix B

Municipal Authority Fee Credit Pre-Application Meeting Request

## West Hempfield Township Municipal Authority Pre-Application Meeting Request Form

**Pre-Application Meeting Request Instructions:**

1. This form is provided to Stormwater Management customers who want to install a new BMP or retrofit an existing BMP to become eligible for Stormwater Management Credit. Customers should review the Township’s Credit Manual for eligibility requirements for Credits.
2. Please fill out all sections on the form, except for the last section marked “For Township Use Only”.
3. Please submit completed form to:

West Hempfield Township Municipal Authority  
3476 Marietta Ave.  
Lancaster, Pa 17601

Please Mark All That Apply

- I want to install a new BMP
- I want to retrofit an existing BMP
- I have an idea for a project that might qualify for the Stormwater Credit
- Other

Owner’s Name: \_\_\_\_\_

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

Alt. Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

Parcel ID (if known): \_\_\_\_\_

FOR TOWNSHIP USE ONLY	Credit(s):	
Date Received:		
Date Reviewed:	<input type="checkbox"/>	<input type="checkbox"/>
		Reviewer:

# Appendix C

Operations and Maintenance Agreement

STORM WATER MANAGEMENT AGREEMENT AND DECLARATION OF EASEMENT

THIS AGREEMENT AND DECLARATION OF EASEMENT made this \_\_\_\_\_ day of 20 , by and between

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ with a mailing address of \_\_\_\_\_ (hereinafter, whether singular or plural,

referred to as the "Grantor"), and WEST HEMPFIELD TOWNSHIP, Lancaster County, Pennsylvania, a municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 3401 Marietta Avenue, Lancaster, Pennsylvania (hereinafter referred to as the

"Township").

BACKGROUND

Grantor is the owner of premises located at \_\_\_\_\_

\_\_\_\_\_

in the Township of West Hempfield, Lancaster County, Pennsylvania, as more specifically described in a

deed recorded in Deed or Record Book \_\_\_\_\_, Volume Page \_\_\_\_\_, or at Document No. \_\_\_\_\_ in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania (hereinafter referred to as the "Premises").

Grantor is proceeding to build on and develop the Premises in such manner as requires the submission of a Minor Land Disturbance Storm Water Site Plan pursuant to the West Hempfield Township Storm Water Management Ordinance (hereinafter "SWM Ordinance").

Grantor's Minor Land Disturbance Storm Water Site Plan, which is expressly made a part hereof, as approved or to be approved by the Township, provides for detention of storm water within the confines of the Premises through the use of Storm Water Best Management Practices ("Storm Water BMPs").

In the interest of protecting the health, safety, and welfare of the residents of the Township, the Township requires that on-site Storm Water BMPs as shown on the Minor Land Disturbance Storm Water Site Plan be constructed and adequately maintained by Grantor, his heirs, personal representatives, successors, and assigns. Any additional requirements imposed by the Township are considered part of the Minor Land Disturbance Storm Water Site Plan.

The purpose of this Agreement and Declaration of Easement is to describe the ownership and maintenance responsibilities for the on-site Storm Water BMPs, which will be located on the Premises and to impose the ownership and maintenance responsibilities upon Grantor, his heirs, personal representatives and assigns and upon successor owners of the Premises and set forth the rights of the Township.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of its Minor Land Disturbance Storm Water Site Plan from the Board of Supervisors, and in consideration of receiving permits from the Township to develop the Premises, Grantor, for Grantor and the heirs, personal representatives, successors and assigns of Grantor, covenant and declare as follows:

1. In accordance with the specifications identified within the Minor Land Disturbance Storm Water Site Plan, Grantor shall construct the on-site Storm Water BMPs, which will be owned by Grantor, his heirs, personal representatives, successors and assigns.

2. Grantor, his heirs, personal representatives, successors and assigns, shall adequately maintain the Storm Water BMPs, including all pipes and channels built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

3. Grantor, his heirs, personal representatives, successors and assigns, shall inspect the Storm Water BMPs during or immediately after the cessation of a 10-year or greater storm (equating to at least 4.5 inches of rainfall in a 24-hour period).

4. Grantor agrees that this Agreement creates upon the Premises, for the benefit of all present and future owners of the Premises or part of the Premises, the Township, and all other property owners affected by the storm water facilities, the perpetual right, privilege and easement for the draining of storm water in and through the Storm Water BMPs, and other storm water facilities depicted on the Minor Land Disturbance Storm Water Site Plan submitted to the Township by Grantor.

5. Grantor, his heirs, personal representatives, successors and assigns, hereby grants permission to the Township, by its authorized agents and employees, to enter upon the Premises without prior notification at reasonable times and upon presentation of proper identification to inspect the Storm Water BMPs whenever the Township deems necessary.

6. In the event the Grantor, or his heirs, personal representatives, successors and assigns, fails to maintain the Storm Water BMPs as shown on the Minor Land Disturbance Storm Water Site Plan and in good working condition, the Township may enter upon the Premises and take whatever action it deems necessary to maintain said Storm Water BMPs and to charge the costs of such repairs to the

Grantor, his heirs, personal representatives, successors and assigns. This provision shall not be construed to allow the Township to erect any structure of permanent nature on the Premises unless such structure(s) were part of the approved Minor Land Disturbance Storm Water Site Plan. It is expressly understood and agreed that the Township is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.

7. In the event that the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Grantor shall reimburse the Township within thirty (30) days of receipt of invoice for all expenses incurred. The Township has the right to file a municipal lien for unpaid costs and expenses that have not been reimbursed thirty (30) days after receipt of invoice. Any municipal lien filed pursuant to this Agreement shall be in the amount of all costs incurred by the Township, plus a penalty of ten (10) percent of such costs, plus the Township's reasonable attorneys' fees.

8. The intent and purpose of this Agreement is to ensure the proper maintenance of the Storm Water BMPs by the Grantor. This Agreement shall not be deemed to create any additional liability upon any party for damage(s) alleged to result from or be caused by nonpoint source pollution runoff. Furthermore, this Agreement imposes no liability of any kind whatsoever on the Township, or its elected and appointed officials, agents and employees.

9. Grantor agrees to indemnify the Township and all of its elected and appointed officials, agents and employees (hereafter collectively referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the Storm Water BMPs or any omissions relating thereto. In the event that a claim arising from Grantor's actions or omissions relating to the installation, construction or maintenance of Storm Water BMPs on the Premises is asserted against Indemnitees, the Township shall promptly notify Grantor, and Grantor shall defend, at his own expense, any suit based on the claim. If any judgment against Indemnitees shall be entered as a result of such claim, the Grantor agrees to indemnify Indemnitees and pay all costs and expenses stemming from said judgment.

10. Where drainage facilities are approved within a State Highway, a perpetual agreement or bond shall be required of the developer for maintenance of said facilities.

11. This Agreement is not intended to, nor shall operate to limit the Township's rights and remedies under the SWM Ordinance. The Township may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the Township SWM Ordinance and this Agreement.

12. This Agreement shall be binding on Grantor, his heirs, personal representatives, administrators, executors, assigns, and any other successors in interests, in perpetuity.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Declaration to be executed on the day and year first above written.

WEST HEMPFIELD TOWNSHIP  
Lancaster County, Pennsylvania

Attest:

\_\_\_\_\_

(Assistant) Secretary

By:

\_\_\_\_\_

(Vice) Chairman  
Board of Supervisors

[TOWNSHIP SEAL]

Witness:

\_\_\_\_\_

GRANTOR:

(SEAL)

\_\_\_\_\_

Print Name:

\_\_\_\_\_

(SEAL)

\_\_\_\_\_

\_\_\_\_\_

Print Name:

\_\_\_\_\_

All property owners must sign the Storm Water Management Agreement in the presence of a notary public who must complete the acknowledgment on the following page. If the property is jointly owned by husband and wife, both must sign.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LANCASTER

On this day of \_\_\_\_\_ 20 \_\_\_\_\_ before me, the undersigned officer, a notary public in and for the aforesaid Commonwealth and County, personally appeared \_\_\_\_\_ who acknowledged himself/herself to be (Vice) Chairman of the Board of Supervisors of West Hempfield Township, Lancaster County, Pennsylvania, and that he/she, as such officer, being authorized to do so, executed the foregoing Storm Water Management Agreement and Declaration of Easement for the purposes therein contained by signing the name of such Township by himself/herself as such officer.

IN WITNESS WHEREOF, I set my hand and official seal.

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

My commission expires:

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LANCASTER

On this day of 20 \_\_\_\_\_ before me, the subscriber, a notary public, \_\_\_\_\_ in and for the aforesaid Commonwealth and County, came the above-named known to me (or satisfactorily proven) to be the \_\_\_\_\_ person(s) whose name(s) is/are subscribed on the within instrument, and acknowledged the foregoing Storm Water Management Agreement and Declaration of Easement to be his/her/their act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal.

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

My commission expires:

# Appendix D

## Municipal Authority Fee Credit BMP Inspection Sheet

<u>Property Owner Name(s)</u>	<u>Property Address</u>
<u>Tax Parcel ID No.</u>	<u>Subdivision/Land Development/Stormwater Plan No.</u>

Date of Inspection: \_\_\_\_\_

Inspection of Open Basins:

	Satisfactory (Y/N)	Repairs needed (list repairs, if any)
Structural integrity and operation of outlet structures and appurtenances		
Stability of embankments and other soil areas		
Integrity and condition of vegetation		
Collection, storage and release of stormwater in accordance with the facility design		
Sediment accumulation		
Safety		

Inspection of Subsurface Storage/Infiltration Facilities:

	Satisfactory (YIN)	Repairs needed (list repairs)
Structural integrity and operation of outlet structures and related facilities		
Stability of soil over and adjacent to the facility		
Collection, storage and release of stormwater in accordance with the facility design		
Sediment accumulation		
Safety		

Submitted by:

Name (print)

Signature:

Date:

\_\_\_\_\_