

**RATES, RULES, AND REGULATIONS
FOR THE STORMWATER MANAGEMENT SYSTEM
OF
WEST HANOVER TOWNSHIP
AUTHORITY**

West Hanover Township Authority
7171 Allentown Blvd.
Harrisburg, PA 17112
Phone: 717-652-4841

**Originally Adopted: February 12, 2020
Last Amended: January 6, 2021**

ARTICLE I DEFINITIONS

Terms and phrases used and not specifically defined herein shall be defined as set forth in the applicable statutes of the Commonwealth of Pennsylvania, resolutions of the West Hanover Township Authority (the “Authority”), if any, or shall otherwise be given their ordinary and common meanings. Unless the context specifically and clearly indicates otherwise, the meaning of terms and phrases used in this Resolution containing the Rates, Rules, and Regulations for the Authority relating to stormwater management shall be as follows:

- A. Authority – The West Hanover Township Authority.
- B. Adopt a Creek Credit – The Credit described in Article XIV of these Rates, Rules and Regulations.
- C. Adopt an Inlet Credit – The Credit described in Article XIV of these Rates, Rules and Regulations.
- D. Best Management Practices (“BMPs”) – The methods, procedures, and analyses specified in the Pennsylvania Stormwater Best Management Practices Manual to reduce flooding potential and control the volume, flow rate, and water quality of stormwater.
- E. Credit - A Stormwater Management Program Fee reduction that a Property Owner receives for implementing and complying with the practices and policies contained in these Rates, Rules and Regulations, and any related Credit Policy. The Credit Policy is included as Article XIV herein.
- F. Credit Application – The WHTA Stormwater Management Program Fee Credit Application that is attached hereto as Appendix C, and must be used to obtain the Credit(s) described in Article XIV of these Rates, Rules and Regulations.
- G. Credit Donation – The Credit described in Article XIV of these Rates, Rules and Regulations.
- H. Detention Facility – A stormwater structure, by means of a single control point, which provides temporary storage of stormwater runoff in ponds, parking lots, depressed areas, rooftops, buried underground vaults or tanks, etc., for future release, and is used to delay and attenuate peak flow and/or reduce discharge of pollutants from land.
- I. Developed Parcel – A parcel altered from a natural state that contains Impervious Surface equal to or greater than 400 square feet. Excludes public roads, and land under initial development prior to issuance of a certificate of occupancy; however, a parcel undergoing initial development that does not receive a certificate of occupancy within three years from start of construction will be considered a Developed Parcel.
- J. Education Credit – The Education Credits described in Article XIV of these Rates, Rules and Regulations.

- K. Fertilizer Management Credit - The Fertilizer Management Credits described in Article XIV of these Rates, Rules and Regulations.
- L. Impervious Surface/ Impervious Area – A surface that prevents the infiltration of water into the ground. Impervious surfaces (or areas) shall include, but are not limited to, roofs, additional indoor living spaces, patios, garages, storage sheds and similar structures, streets sidewalks and vehicle and pedestrian areas that are gravel and crushed stone. Decks are not counted as Impervious Areas if they do not prevent infiltration. Any surface area proposed to initially be gravel, crushed stone or paving shall be assumed to be impervious, unless designed as an infiltration BMP.
- M. Inspection Report – The periodic inspection report(s) provided on a form as stipulated by the Authority.
- N. Low Impact Parcel – The Credit described in Article XIV of these Rates, Rules and Regulations.
- O. MS4 – Municipal Separate Storm Sewer System. A separate storm sewer (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels or storm drains) which is all of the following:
 - (i) Owned or operated by a State, city, town, borough, county, district, association or other public body (created by or under State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under section 208 of the Federal Act (33 U.S.C.A. § 1288) that discharges to surface waters of this Commonwealth.
 - (ii) Designed or used for collecting or conveying stormwater.
 - (iii) Not a combined sewer.
 - (iv) Not part of a POTW.
- P. National Pollutant Discharge Elimination System (“NPDES”) – The federal government’s and Commonwealth of Pennsylvania’s system for issuance of discharge permits under the federal Clean Water Act (“CWA”), the Pennsylvania Clean Streams Law and Storm Water Management Act. The Pennsylvania Department of Environmental Protection (“PADEP”) has been delegated the responsibility to implement the federal CWA NPDES program in Pennsylvania.
- Q. Non-Residential Properties (“NR”) – All Developed 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 use). Non-Residential Properties also include mobile home parks, places of worship, commercial institutional, governmental and industrial parcels.

- R. Non-Urbanized Area – Any area which does not meet the definition of Urbanized Area.
- S. Operation and Maintenance – The associated costs of equipment and facilities, energy, manpower, materials, transportation, and services required to collect, convey, detain, pump and transport stormwater, keep equipment, infrastructure, and facilities functioning satisfactorily and economically, administer the Stormwater Management Program and shall include sums paid to defray costs of the Authority’s improvements and replacement to the Stormwater Management System.
- T. Operation and Maintenance Agreement – An agreement pertaining to the Operation and Maintenance of stormwater management BMPs as approved by the Authority.
- U. Owner – Any person, firm, corporation, individual, partnership, trust, company, association, government agency, society or group owning real property in West Hanover Township.
- V. PADEP – Pennsylvania Department of Environmental Protection.
- W. Parcel Identification Number (PIN) – A discrete identification number for each lot, parcel, building or other structure within West Hanover Township.
- X. Peak Flow Attenuation Stormwater Credit – The Credit described in Article XIV of these Rates, Rules and Regulations.
- Y. Pennsylvania Stormwater Best Management Practices Manual – The most recent version of the Pennsylvania Stormwater Best Management Practices Manual.
- Z. Property – Each lot, parcel, building or portion thereof, separately established by folio number on the tax rolls of West Hanover Township or Dauphin County.
- AA. Public Participation Credit – The Credit described in Article XIV of these Rates, Rules and Regulations.
- BB. Rain Barrel Credit – The Credit described in Article XIV of these Rates, Rules and Regulations.
- CC. Replacement – The associated costs of obtaining and installing equipment, infrastructure, accessories, or appurtenances which are necessary during the service life of the Stormwater Management System so as to maintain the capacity and performance for which said system was designed and constructed; shall include costs associated with improvements to the Stormwater Management System.
- DD. Residential Rain Garden Credit – The Credit described in Article XIV of these Rates, Rules and Regulations.
- EE. Retention Facility – A stormwater facility that provides storage of stormwater runoff and is designed to eliminate subsequent surface discharges.

- FF. Riparian Buffer Area (RBA) – A portion of the Property of at least 100 ft. measured landward from the stream bank (or from the edge of the ordinary high water) as a riparian buffer area. The buffer must extend along the entire length of the stream/creek within the Property.
- GG. Riparian Buffer Area (RBA) Preservation Credit – The Credit described in Article XIV of these Rates, Rules and Regulations.
- HH. Single Family Residential (“SFR”) – Developed Parcels containing single family residential homes, attached homes, townhomes, condominiums, duplexes and row homes. Developed Parcels may be classified as “SFR” despite the presence of incidental structures associated with residential uses such as garages, carports or small storage buildings. “SFR” shall not include Developed Parcels containing: (a) structures used primarily for non-residential purposes, (b) mobile homes located within mobile home parks, (c) apartment buildings or agricultural properties (Land Use Code 112). A Developed Parcel which does not contain a dwelling unit (e.g. it contains a garage, shed, driveway, parking area or other Impervious Area) will be classified as SFR if the parcel is zoned as a residential parcel.
- II. Stormwater – Stormwater is runoff water from all precipitation events, snowmelts and springs.
- JJ. Stormwater Adjustment Appeal Form – The Stormwater Adjustment Appeal Form that is attached hereto as Appendix D that Property Owners must file if they believe that the User Fee for their Property has been calculated incorrectly.
- KK. Stormwater Main – A principal pipe in the Stormwater Management System, owned and maintained by the Authority, to collect and transport stormwater.
- LL. Stormwater Management Costs – The associated public costs of equipment and facilities, energy, manpower, materials, property acquisition, transportation and services required to:
 - a. Avoid, reduce, manage, treat, collect, convey, detain, infiltrate, pump, and transport stormwater;
 - b. Provide flood protection;
 - c. Keep equipment and facilities, including best management practices, functioning satisfactorily and economically;
 - d. Administer the stormwater management program, including regulatory compliance; and
 - e. Improve the Authority’s Stormwater Management System.
- MM. Stormwater Management Ordinance – The Township’s Stormwater Management Ordinance located in Chapter 168 of the Township’s Code of Ordinances, as may be amended.

- NN. Stormwater Fee Credit and Adjustment Policy (“SFCAP”) - The comprehensive program developed and implemented by the Authority to address stormwater issues, including, but not limited to, reductions in storm runoff rate and volume, improvements to water quality, compliance with state/federal regulatory permit (e.g. MS4 Permit) requirements, to provide detailed guidance and procedures to incentivize Township residents and businesses to reduce their User Fee by undertaking and implementing approved activities that will reduce the rate and/or volume of stormwater runoff and/or reduce the pollutants in that runoff, and to provide for the satisfactory management of the Stormwater Management System assets.
- OO. Stormwater Management System – The public system of collection and conveyance, including underground pipes, conduits, mains, inlets, culverts, catch basins, gutters, ditches, manholes, outfalls, dams, flood control structures, stormwater best management practices, channels, detention ponds, public streets, curbs, drains and all devices, appliances, appurtenances and facilities appurtenant thereto used for collecting, conducting, pumping, conveying, detaining, discharging and/or treating stormwater.
- PP. Stormwater Partnership Credit - The Credit described in Article XIV of these Rates, Rules and Regulations.
- QQ. Structural BMPs – 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 manufactured devices. Structural Stormwater BMPs are permanent appurtenances.
- RR. Township – The Township of West Hanover, Dauphin County, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania.
- SS. Undeveloped Parcel – A parcel that does not meet the definition of “Developed Parcel.”
- TT. Urbanized Area (UA) – An area comprised of a densely settled core of census tracts and/or census blocks that meet minimum population density requirements, along with adjacent territory containing non-residential 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.
- UU. User – Any person, firm, corporation, individual, partnership, company, association, government agency, society or group using, benefiting from or being served by the public Stormwater Management System.
- VV. User Fee - Funds assessed, imposed and to be collected from each SFR Property and Non-Residential Property by discrete PIN which uses, benefits from, or is serviced by the Stormwater Management System, or discharges Stormwater, directly or indirectly, into the Stormwater Management System for the use of such system and the service rendered by, and improvement of, such system.

- WW. Water Quality Stormwater Credit – The Credit described in Article XIV of these Rates, Rules and Regulations.
- XX. West Hanover – West Hanover Township, Dauphin County, Pennsylvania.
- YY. West Hanover Township Authority (“WHTA” or “Authority”) – The West Hanover Township Authority, a Pennsylvania municipal authority organized and existing under the Pennsylvania Municipality Authorities Act, or its designee.
- ZZ. West Hanover Township Authority Board – The West Hanover Township Authority Board.

**ARTICLE II
CONNECTIONS TO THE SYSTEM**

- 2.1. It shall be unlawful for any Owner of Property within the Township to establish a physical connection to the Stormwater Management System, except as provided for herein or under any other applicable Rules, Regulations, Ordinance or specifications of the Authority. The Authority specifications are available at the Township Building or website.
- 2.2. Developed Parcels that are physically connected to the Stormwater Management System may be permitted to remain connected to the Stormwater Management System, until such time that any improvement is made to that particular stormwater main serving that particular Property, at which time the connection may be abandoned, at the sole discretion of the Authority.
- 2.3. It is recognized that a circumstance may exist wherein no means of controlling stormwater is available to a particular Property except by direct connection to the Stormwater Management System. No person shall make or cause to be made any connection with the Stormwater Management System until they have fulfilled all of the following conditions and procedures:
 - 2.3.1. Any Owner desiring to connect to the Stormwater Management System of the Authority must first make a written application for a permit at least two (2) weeks before the service is required. No work of any nature shall commence before the issuance of said permit.
 - 2.3.2. The application will state the Property’s address, the Owner’s name, the reason that the connection is necessary, the proposed use of the Property, conveyance criteria calculating anticipated stormwater flow, and the size of pipe, basins and any proposed appurtenances.
 - 2.3.3. The Owner or his authorized agent must sign the application. The application together with these Rates, Rules, and Regulations of the Authority and all other applicable local resolutions or ordinances shall regulate and control the provision of stormwater service to the Property.

- 2.3.4. The application must be accompanied by any required service charges and any other fees, including any amount required for deposit in an escrow account to cover necessary plan review and inspection costs, established by the Authority from time to time.
- 2.3.5. The application must contain a proposed date when the connection will be ready for inspection.
- 2.3.6. Any connection to the Stormwater Management System shall conform in all respects to the specifications of the Authority. Such specifications are available at the Township Building or website.
- 2.4. When an application has been made for a stormwater connection or change in an existing service, it is assumed that all plumbing, piping and fixtures which will be serviced are in order to receive the service. The Authority shall not be liable in any case for any accident, breaks, or leakage arising in any way in connection with the acceptance of stormwater flow or failure to accept stormwater flow, or the freezing of pipes or fixtures, nor for any damage to the building or Property which may result from the usage or non-usage of stormwater service provided to the Property.
- 2.5. At the time of the inspection of the stormwater connection, the Owner shall permit the Authority's designated inspector full and complete access to all pipes and appurtenances in each building and in and about all parts of the Property. No portion of the work shall be covered over, or in any manner concealed, until after it is inspected and approved by the inspector.
- 2.6. No stormwater lateral shall be laid in the same trench with a water, sewer or gas pipe or with any facility of a public service company, or within five feet of any excavation or vault without written approval of the Authority.
- 2.7. Notwithstanding any other provisions to the contrary, the Authority shall at all times reserve the right to withhold the issuance of any permit for connection to the Stormwater Management System until the Owner provides collateral or security as the Authority in its sole and absolute discretion deems adequate. Such security is to provide a fund from which all costs and expenses can be paid for the construction of any necessary connection from the existing stormwater main to the Property of the Owner; in the event the Owner or any successor fails to complete the construction.
- 2.8. The Property Owner who is approved for connection to the Stormwater Management System shall be responsible for all direct and indirect costs associated with providing said connection including the cost of excavating the main, making the actual connection and surface restoration.

**ARTICLE III
FEES**

- 3.1. For the use of, benefit by, and the services rendered by the Stormwater Management System, including its Operation and Maintenance, repair, Replacement, and improvement of said system and all other expenses, User Fees are imposed upon each and every Developed Parcel, building or portion thereof that is connected with, uses, is serviced by or is benefited by the Stormwater Management System, either directly or indirectly, and upon the Owner(s) of such developed lots, parcels of land or buildings. Such User Fees shall be payable by and collected from the Owners of such developed lots, parcels of land or buildings as hereinafter provided, and shall be determined as set forth below.
- 3.2. User Fees shall be assessed, liened and collected by PIN as to all Property, Owners, lots, Developed Parcels, building units and Users.
- 3.3. The User Fee has been established by a duly adopted resolution of WHTA. A Rate Schedule containing the currently applicable User Fee and any other charges is attached hereto as Appendix A. Please note that the User Fee may, in the discretion of WHTA, be amended from time-to-time by appropriate resolution of WHTA and, to the extent practicable, Appendix A hereto will be updated to reflect any such revisions.

ARTICLE IV BILLING AND COLLECTION

- 4.1. Unless expressly excepted, the User Fees fixed and established by these Rates, Rules, and Regulations shall be effective as to all Developed Parcels that use, are served, or are benefited by the Authority's Stormwater Management System, either directly or indirectly. Property Owners can apply to combine contiguous single-owned Property User Fee accounts into one User Fee account upon request and approval by the Township. The User Fees fixed and established by these Rates, Rules and Regulations shall be effective to all Developed Parcels that use, are served, or are benefited by the Stormwater Management System existing as of the effective date of these Rates, Rules and Regulations, and shall be effective to all other Developed Parcels thereof that use, are served or benefitted by the Stormwater Management System subsequent to the effective date of these Rates, Rules and Regulations.
- 4.2. User Fees imposed by this Resolution shall be assessed annually and billed by the Authority or its authorized agent on an annual or quarterly basis. Such assessments shall be due and payable 30 days from the first day of the billing period for which the bill is rendered. Property Owners will have the option of paying the full amount of the User Fee or paying quarterly installments. The quarterly billing dates shall be on or about the first Friday of January 1, April 1, July 1, and October 1. The User Fees assessed and collected will not be subject to the proration or refund by the Authority in the event a Property is sold; provided, however that this sentence shall not bind a buyer and seller from making their own proration of any User Fees assessed hereunder.
- 4.3. Where reviewed and approved by the Authority in its sole discretion, all Impervious Surface within an easement located on or over a User's Property, where said easement is proven to the Authority as being solely owned and maintained by a party other than the

Property Owner, will be omitted from the calculation of the Owner's User's Fee and billed directly to the easement holder.

- 4.4. The Board of the Authority may review and update the User Fees fixed and established by these Rates, Rules and Regulations as deemed necessary.
- 4.5. All User Fees are due and payable upon presentation and if not paid within thirty (30) days from the date of billing shall be subject to a ten percent (10%) penalty. Interest at a rate of one half percent (1/2%) per month shall accrue and be added to all original amounts of User Fees remaining unpaid at the end of the quarter in which the same were first imposed and assessed, and shall continue to accrue until the full amount of such User Fees are paid in full.
- 4.6. In accordance with the Municipal Claims Act, 53 P.S. § 7101, *et seq.* (as amended), all rates, and charges, penalties, interest, collection fees, lien filing and satisfaction fees and other charges imposed for failure to pay promptly shall constitute a lien upon and against the subject Property and its Owner from the date of their imposition and assessment.

ARTICLE V RIGHT OF INSPECTION

- 5.1. When applying for a Credit, the Owner agrees that properly identified WHTA representative may at reasonable times enter any Property unannounced to inspect the Property or condition or operation of BMPs. If, after its review or inspection, WHTA staff finds the BMPs or Operations and Maintenance Agreement out of compliance with either the Credit Application or operational requirements, the Owner will be notified in writing and given sixty (60) days to correct the inaccuracy or non-compliance ("Notice of Non-Compliance").
- 5.2. The Owner will have thirty (30) days following the receipt of the Notice of Non-Compliance to provide WHTA written documentation and evidence satisfactory to WHTA staff that the issues described in the Notice of Non-Compliance have been corrected. If the Owner fails to provide a written response within the designated time frame or if the issues described in the Notice of Non-Compliance have not been corrected, the Credit will be terminated in the following billing cycle. The Owner may reapply for the Credit once it has documentation, satisfactory to WHTA staff, that the issues described in the Notice of Non-Compliance have been corrected and that the BMP has been functioning in compliance with the requirements for a minimum of three (3) months.
- 5.3. The Authority may, but is not required to, enter onto any Property to do all acts and things necessary or convenient for the promotion of its business and the general welfare of the Authority related to the Stormwater Management System. Such acts may include repair and Replacement to components of the Stormwater Management System located on private property when deemed necessary to protect the health, safety, and public welfare. The Authority assumes no liability for undertaking repairs pursuant to this Article.

**ARTICLE VI
UNLAWFUL USE OF STORMWATER MANAGEMENT SYSTEM**

- 6.1. No User connected to the Stormwater Management System shall discharge or cause to be discharged into the Stormwater Management System any element or property of sewage, agricultural, industrial, or commercial waste, leachate, heated effluent, or any other matter that is not stormwater, whether originating at a point or nonpoint source.
- 6.2. No person shall connect, cause to be connected, or allow any other person to connect any building and/or Property or other source of water to the Stormwater Management System in any manner other than as provided for in these Rates, Rules, and Regulations.
- 6.3. No person shall make, or cause to be made, any cross connection between any pipe, fixture, or other appurtenance connected in any way to the Stormwater Management System and any public or private component of any potable water system or wastewater source; whereby, in the opinion of the Authority, the potential exists for vacuum or back siphonage which could permit the co-mingling of sanitary wastes, Stormwater, and/or potable water.

**ARTICLE VII
PROHIBITED WASTES**

- 7.1. The discharge of Stormwater to the Stormwater Management System in any manner other than allowed by these Rates, Rules, and Regulations, and all other applicable local resolutions or ordinances, is expressly prohibited.
- 7.2. The discharge of excessive amounts of stormwater to the Stormwater Management System is expressly prohibited. The Authority reserves the right to define the amount it deems excessive under the Township Stormwater Ordinance.
- 7.3. The discharge of garbage or any form of waste to the Stormwater Management System is expressly prohibited.
- 7.4. Users of the Authority's Stormwater Management System are advised that they are likewise subject to all local resolutions and ordinances governing Stormwater, whether or not specifically set forth herein. If a conflict exists between the rules and regulations stated herein, and any Authority resolution or Township ordinance, the more stringent regulation or requirement shall apply and control.

**ARTICLE VIII
GENERAL AND MISCELLANEOUS PROVISIONS**

- 8.1. The Authority may implement such administrative procedures necessary to implement the policies and requirements set forth in these Rates, Rules, and Regulations.

- 8.2. Floods from Stormwater may occur occasionally that exceed the capacity of the Stormwater Management System maintained and financed with User Fees. Nothing herein shall be deemed to imply that Developed Parcels subject to charges shall always be free from flooding or flood damage, or that all flood control projects to control Stormwater can provide complete protection from all flood and storm events. Nothing whatsoever in these Rates, Rules, and Regulations shall deem the Authority liable for any damages incurred from Stormwater or from adverse water quality. Nothing herein is intended to reduce the need or necessity for flood insurance, and the Authority expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon the Authority, its officers, employees, and/or agents arising out of any alleged failure or breach of duty with respect to the Authority's Stormwater Management System.
- 8.3. The Authority will review and update the User Fees fixed and established by these Rates, Rules, and Regulations by resolution every five years or sooner as deemed necessary.
- 8.4. If any section, clause, or other portion of these Rates, Rules, and Regulations is declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of these Rates, Rules, and Regulations as a whole or any other part hereof.
- 8.5. No agent or employee of the Authority shall have the right or authority to bind the Authority by any promise, agreement or representation contrary to the letter or intent of these Rates, Rules, and Regulations.

ARTICLE IX APPEAL PROCEDURES

- 9.1. Any Owner who believes the provisions of these Rates, Rules and Regulations have been applied in error may appeal in the following manner and sequence.
- 9.2. An appeal of the rate and charge must be filed in writing with the Authority or its designee within thirty (30) days of the charge being mailed or delivered to the Property Owner. Any appeal must state the reasons for the appeal and be submitted using the forms provided by the Authority for such purpose. *See Appendix D.* If a customer believes that WHTA's determination of the IA for their Property is erroneous, they may file an IA Adjustment Appeal. Please note, appeals are different from Credits. It is the customer's responsibility to demonstrate that WHTA's calculation of IA is erroneous. Following submission of a *Stormwater Adjustment Appeal Form*, the customer shall grant WHTA permission to enter the parcel at reasonable times and without unreasonable disruption, to inspect the parcel to ensure that the information provided in the adjustment appeal accurately represents the current parcel conditions. There is no fee associated with submitting an adjustment appeal, however, the customer is solely responsible for any costs incurred in the preparation and submission of the adjustment appeal and all required appeal documentation.

- 9.3. Using information provided by the appellant, the Authority (or its designee) shall conduct a technical review of the conditions on the Property and respond to the appeal in writing within sixty (60) days. In response to an appeal, the Authority may adjust the User Fees applicable to the Property in accordance with the provisions of these Rates, Rules and Regulations. If the Authority fails to respond within sixty (60) days, the appeal shall be deemed accepted. If the adjustment appeal results in a revised calculation of IA, then the User Fee will be corrected to reflect the revised IA determination for the next billing cycle and will include an adjustment to the existing month's User Fee.
- 9.4. Any person aggrieved by any decision of the Authority, relevant to the provisions of this Resolution, may file an action in the Court of Common Pleas of Dauphin County as permitted by law.

**ARTICLE X
POLICIES AND PROCEDURES AUTHORIZED**

- 10.1. The Authority may by resolution adopt such rules, regulation, policies, and procedures as it deems appropriate to ensure collection of rates and charges assessed and imposed pursuant to these Rates, Rules and Regulations. Without limitation, collection procedures may include referral of delinquent accounts to a collection agency, filing of liens, scire facias sur municipal lien proceedings to collect filed liens, and all other measures or combinations thereof which the Board may deem appropriate.
- 10.2. All costs of such collection procedures, including but not limited to fees for filing, perpetuation and satisfaction of liens, collection fees, attorney's fees, court costs, litigation expenses, and charges for service of documents, shall upon being incurred by the Authority be imposed as a charge for nonpayment and added to the balance due on said Owner's account.
- 10.3. No lien shall be satisfied nor shall any collection proceeding be discontinued until all amounts due on an account, including User Fees, interest, collection fees, attorneys' fees, court costs and other charges are first paid in full to the Authority.
- 10.4. The Authority may implement such administrative procedures necessary to implement the policies and requirements set forth in these Rates, Rules and Regulations.

**ARTICLE XI
STORMWATER REVENUE ACCOUNT**

- 11.1. Unless expressly provided for or required by law or applicable agreement related to stormwater management, the funds received from the collection of the User Fees authorized by this Resolution shall be deposited into the Authority's Stormwater Revenue Account, a fund and account dedicated to the operation and administration of the SFCAP, and for the operation, maintenance, repair, and capital improvement of the Stormwater System.

**ARTICLE XII
NO WARRANTY OR ACTION**

- 12.1. Nothing in this Resolution or in the design, operation or maintenance of the Stormwater System shall be deemed to constitute a warranty, express or implied, nor shall it afford the basis for any action seeking the imposition of money damages against the Authority, its officers, employees, or agents. The Authority expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon the Authority, its officers, employees and agents arising out of any alleged failure or breach of duty or relationship as may not exist or hereafter be created.

**ARTICLE XIII
PENALTIES**

- 13.1. Any violation of these Rules and Regulations is hereby declared to be a summary offense in accordance with Section 5607(d)17 of the Pennsylvania Municipality Authorities Act, as amended, and shall be punishable by a fine of up to Six Hundred (\$600.00) Dollars for each offense. Each and every day that a violation of these Rates, Rules, and Regulations exists shall constitute a separate and distinct offense.
- 13.2. The Authority may also enforce the terms of these Rates, Rules, and Regulations by an appropriate action brought in the Court of Common Pleas of Dauphin County, Pennsylvania.

**ARTICLE XIV
STORMWATER MANAGEMENT PROGRAM CREDITS AND INCENTIVES**

- 14.1. An integral component of the SFCAP includes implementation of a program to incentivize Township residents and businesses to reduce their User Fee by undertaking and implementing approved activities that will reduce the rate and/or volume of Stormwater runoff and/or reduce the pollutants in that runoff, and comprehensive Stormwater Management Program Credits and Incentives Policy has been developed to provide detailed guidance and procedures on such activities.
- 14.2. To be eligible for a Credit, there must not be any outstanding and unpaid User Fees against the Property. Property Owners may apply for one or more Credits, with Credits being cumulative up to a maximum Credit of 50% of that Property's Stormwater User Fee, unless the Property meets the requirements of the Stormwater Partnership Credit. Credit reduction is proportional to the IA that drains to the BMP.
- 14.3. Property Owners must submit the appropriate Credit Application along with any documentation required by WHTA. All Developed Parcels are potentially eligible for Credits, however, certain Credits are only available to certain categories of Owners in accordance with Table 1 contained in Appendix B hereto. Note that Credit availability

may be modified by WHTA from time-to-time by appropriate resolution and corresponding changes will be made to Appendix B hereto, to the extent practicable.

- 14.4. Credit Applications, using the *Stormwater Management Program Fee Credit Application* (Appendix C), must be submitted to WHTA along with any documentation required by the application no later than sixty (60) days prior to the start of the first billing quarter to which the Credit will be applied. Credits will not be applied retroactively. No refunds shall be given for any User Fees that were paid prior to the Authority's final approval of the Credit Application. Notwithstanding the foregoing, the Authority may exercise its discretion to approve Credits retroactively through December 31, 2020. There is a \$25 Credit Application fee. The fee may, however, be waived at the Authority's sole and exclusive discretion. Additionally, some Credit Applications may require the establishment of an escrow account to cover professional services for review of the application.
- 14.5. WHTA reserves the right to request additional supporting information if the provided information does not clearly support the requested type or amount of Credit. WHTA or its designee will review all plans, materials, and documentation related to the Credit Application for accuracy. If, after review, the Credit Application and/or accompanying documentation is found to be deficient, the applicant will be notified in writing within 60 days upon receipt of the deficient Credit Application and/or accompanying documents. If all deficiencies are corrected and the Credit Application is approved, then the applicable Credits will take effect on the next billing period after notice of approval is given to the applicant. The Credit Application process does not relieve the Property Owner of its obligations to make payments of User Fees that are assessed during the review process.
- 14.6. WHTA or its designee will provide written notification of the credit determination within sixty (60) days upon receipt of a complete Credit Application and all required documentation. If a response is not made within sixty (60) days, then the Credit Application will be deemed denied. The written notification shall state the conditions of the issuance of the Credit and effective date of the Credit. If WHTA or its designee does not approve the Credit Application in whole or in part, the Property Owner shall also receive a written notice which includes the reason(s) for the decision.
- 14.7. If the Property Owner disagrees with WHTA or its designee's decision, the Owner shall submit a request in writing to WHTA for a meeting to discuss such decision. WHTA or its designee will notify the Property Owner as to the date and time of the meeting when the Credit Application will be considered. If WHTA does not approve the Credit Application in whole or in part, the Property Owner shall receive a written notice which includes the reason(s) for the decision.
- 14.8. Approved Credits offered through the Stormwater Fee Credit and Adjustment Policy will be valid until March 31, 2023. Credits will automatically expire at the end of their respective period. Owners may re-apply to continue to receive Credits in accordance with policies that are in existence at the time of such renewal. Applications for renewals will be administered in the same way as first time applications.

- 14.9. An Owner must submit the application sixty (60) days prior to the desired start date of the Credit. Therefore, in order to maintain a Credit that is expiring, the Property Owner should submit the Credit Application thirty (30) days prior to the expiration of the Credit. If the application is not submitted in time, or if there are deficiencies in the application resulting in non-approval of the Credit Application within thirty (30) days, the Credit will not be applied. If the Credit is renewed based on approval of the Credit Application, the Credit will be applied on the billing period following the approval. Credits will not apply retroactively for a missed billing period.
- 14.10. Upon written notice, WHTA, in its sole discretion, may revoke any previously approved Credit for failure to meet Credit conditions or failure to meet minimum maintenance requirements. WHTA reserves the right to review for accuracy all plans, materials and documentation related to a Credit Application and accompanying documentation at any time. If, after review, the Credit Application or accompanying documentation is found to be inaccurate, the Owner will be notified in writing and given sixty (60) days to correct the deficiency. The applicant must provide written documentation to WHTA or its designee within sixty (60) days of the original notice that the deficiency has been corrected. If, in the opinion of WHTA or its designee, the deficiency is not satisfactorily corrected, the Credit currently applied to the Property will be terminated effective the following billing cycle.
- 14.11. If a Property has been granted a Credit for Structural BMPs, the Property Owner must submit to WHTA or its designee periodic Inspection Reports. If such reporting requirements are not met, then Credits will be suspended.
- 14.12. The Inspection Report must be submitted annually or more frequently if required by an Operation and Maintenance Agreement. The Inspection Report must show or document compliance to the Authority or its designee's satisfaction with all program requirements for the preceding calendar year. If the Inspection Report is incomplete or is not submitted to WHTA or its designee by the deadline for reporting as established in the Operation and Maintenance Agreement, the Property shall be considered to be in non-compliance with the Credit program requirements and the Credit will be suspended. The Credit suspension will not be reinstated until the completed Inspection Report is submitted to WHTA or its designee with documentation, to WHTA's or its designee's satisfaction, that the program for which the Credit is being given is being implemented as intended. There is no fee associated with submitting an Inspection Report.
- 14.13. WHTA or its designee may enter any Property at reasonable times to inspect the condition or operation of BMPs. If, after its review or inspection, WHTA or its designee finds the Credit Application or any Inspection Report to be inaccurate or any BMP(s) to be out of compliance, the Property Owner will be notified in writing with a notice and given thirty (30) days to correct the inaccuracy or non-compliance ("Notice of Non-Compliance").
- 14.14. Within 30 days following the Owner's receipt of the Notice of Non-Compliance, the Owner must provide to the Authority or its designee written documentation and evidence satisfactory to the Authority or its designee that the issues described in the Notice of Non-Compliance have been corrected and/or that the facility (BMP) is in compliance with all

application program requirements. If the issues in the Notice of Non-Compliance have not been corrected of the facility (BMP) is not in compliance as required by the Notice of Non-Compliance, or if the Property Owner fails to provide a response to WHTA or its designees within the thirty (30) day period, the Credit will be terminated on the following billing cycle.

- 14.15. The Credit termination will remain in effect indefinitely, after which time the Property Owner may reapply for the Credit. The reapplication must include evidence satisfactory to WHTA or its designee that the issues stated in the Notice of Non-Compliance have been corrected or that the BMP has been in compliance with program requirements for at least three (3) months prior to reapplication.
- 14.16. Rain Barrel, Residential Rain Garden, and underground detention system Credits are applicable to SFR properties. One credit will be issued to an applicant's Property if it is demonstrated that they meet the minimum criteria. The Credit amount allotted to an applicant shall not be greater than 40% of the Stormwater User Fee or \$52.00, whichever is less. The applicant must submit an application, a design plan acceptable to the Authority or the Authority's engineer and in compliance with the standards of the Pennsylvania Stormwater Best Management Practices Manual, and photographic documentation that the Rain Barrel, Rain Garden, or underground detention system installation has occurred.

A. Rain Barrel Criteria

- 1) Location: Depending on the site and space constraints of the Property, Rain Barrels may be installed underground or at ground level.
- 2) Volume: Rain Barrels shall be a minimum of 30 gallons.
- 3) Mosquitos: Rain Barrels shall be mosquito proof and shall be constructed as a closed design or a screen top with holes no larger than a window screen.
- 4) Overflow: Rain Barrels shall have an overflow to direct water away from the building foundation or have an automatic diversion system on the downspout.
- 5) Spigot or Valve: Rain Barrels shall have a spigot or valve to access water, installed at a location no higher than three (3) inches from the bottom of the barrel.
- 6) Barrel Material: Rain Barrels shall be made of a durable, watertight material approved by the Authority's engineer and installed on a solid, level base.
- 7) Connection to Downspout: Rain Barrels shall either be hard connected to the downspout or positioned directly below the downspout in a manner that water discharging from the downspout will enter the rain barrel.
- 8) Installation: Rain Barrels shall be installed per the manufactures recommended specifications.

B. SFR Rain Garden Criteria

- 1) Size: SFR Rain Gardens shall be a minimum of ten (10) square feet.

- 2) Depth: SFR Rain Gardens shall have a minimum ponding depth of four (4) inches.
- 3) Connection to Impervious Area: SFR Rain Gardens shall be designed to capture and filter storm water runoff from a roof or other Impervious Area.
- 4) Overflow: SFR Rain Gardens shall have an overflow directed to appropriate outlets or areas away from nearby building foundations.

C. A Credit is available for an underground detention system that helps reduce or prevent the discharge of pollutants into the Stormwater Management System. The maximum Credit for an SFR Property shall be up to 40% of the Property Owner's User Fee or \$52.00, whichever is less based upon the Authority's discretion

14.17. Adopt a Creek Credits are applicable to SFR and NR users that adopt a portion of an eligible creek within the Township. Participants are expected to pick up trash from the banks of the creek(s) at least once per calendar year. The applicant will be required to submit documents outlined on the adopt a creek application form, as may be amended from time to time, and any additional information deemed necessary by the Authority. Only portions of the stream banks of eligible creeks, which are on Township owned properties, shall be eligible for this Credit. Of those portions of eligible stream banks, 500-foot sections (measured along the stream bank) shall be available for adoption. For each 500-foot section of stream bank adopted, a Credit of \$250 can be earned, conditioned upon the applicant satisfying all of the criteria established. The maximum Credit available for the Adopt a Creek Credit shall not exceed twenty percent (20%) of the Property's annual User Fee.

14.18. Adopt an Inlet Credits are available to SFR and NR customers who participate by adopting an inlet. Although Owners may adopt as many inlets as they like, only one adopted inlet will be applied per SFR for the purpose of Credit. Adopted inlets should be in close proximity to the Property receiving the Credit. If there are no inlets in close proximity to the Property, the Authority may grant permission for a Property Owner to adopt an inlet elsewhere in the Township. Participants will be responsible for keeping leaves and other debris away from their adopted inlet. Additionally, participants will be asked to notify the Authority of any maintenance issues that need addressed concerning their adopted inlet. The maximum Credit available for the Adopt an Inlet Credit shall not exceed \$20.00.

14.19. Low Impact Parcel Stormwater Credits are available to SFR and NR Owners.

14.19.1. A parcel is considered a Low Impact parcel if it meets all of the following conditions:

1. Total IA is less than or equal to 10% of the total parcel area;

2. The IAs are not directly connected (for example, but not limited to, gutter, swale, channel, pipe) to a storm sewer, curb line, stream, channel, street, or other surface water conveyance; and
3. IAs are a minimum of fifty (50) feet (measured horizontally) from the edge of a stream, channel, wetland, or other surface water conveyance.

If a parcel meets all of the above conditions, it may be eligible for a Credit of up to forty percent (40%). Portions of the IA may be eligible for Credit even if all the IA does not meet conditions 2 and 3 listed above. For example, a parcel may contain a detached house and a barn. The total IA for the Property equals 5.5%, however, the house is twenty-five (25) feet from a stream and therefore no Credit is applied for the house. The barn, which meets all three conditions, would receive up to a 40% Credit for its IA.

14.19.2. Parcels may be granted Credits based on following amount of Impervious Area:

1. Impervious Area determined to be between 0% and 2.5% will be awarded a Credit of 40%.
2. Impervious Area determined to be between 2.51% and 5% will be awarded a Credit of 30%.
3. Impervious Area determined to be between 5.01% and 7.5% will be awarded a Credit of 20%.
4. Impervious Area determined to be between 7.51% and 10% will be awarded a Credit of 10%.

14.19.3. Users may combine vacant contiguous, single-owned parcels to become eligible for a Low Impact Parcel Stormwater Credit.

14.20. Water Quality (“WQ”) Stormwater Credits are available to NR owners who demonstrate the management of the water quality volume as calculated in the West Hanover Township Stormwater Management Ordinance, for the BMP’s captured watershed area. A BMP must collect and treat the water volume, as specified in the West Hanover Township Stormwater Management Ordinance. The Authority will assess the effectiveness of the BMP in accordance with the most recent version of the West Hanover Township Stormwater Management Ordinance to determine the magnitude of the Credit that is applicable for the subject Property. A Partial Credit will not be granted for a Property if the BMP does not completely manage the water quality volume from all directly connected Impervious Area routed to it. Any proposed BMP is subject to review and approval by the Authority Engineer. Partial Credit is available for properties which fully manage the water quality volume from a portion of the total Property WQ. The square footage of WQ Credit approved is equivalent to the square footage of WQ that is managed. The maximum Credit available for the Water Quality Stormwater Credit shall not exceed twenty-five percent (25%) of the Property’s annual User Fee. A Credit shall be applied only to the portion of the Property’s Impervious Area served by the stormwater facilities.

Thus, if only 80% of the Impervious Area is served by a functioning facility, and a 15% Credit is applied, the entire parcel Credit will be 80% * 15% = 12%.

- 14.21. Peak Flow Attenuation Stormwater Credits are available only to properties that discharge stormwater to a detention or retention facility that is in compliance with the West Hanover Township Stormwater Management Ordinance, and that are constructed and maintained accordingly. Under this option, the Property Owner must demonstrate a BMP that attenuates the two-year peak rate of runoff in the post-management condition using the NRCS Type II distribution. A two-year peak rate of runoff less than or equal to the one-year peak rate of runoff in the pre-management condition would be eligible for up to 100% Peak Flow Attenuation Credit, subject to the maximum 25% Credit. Refer to Equation 207 below for an explanation on the PFA Credit calculation.

Equation 207: PFA Credit

$$PFA\ Credited = PFA\ Managed \times \frac{2yr\ PRE - 2yr\ POST}{2yr\ PRE - 1yr\ PRE}$$

Where:

2yr PRE = the two-year peak rate of runoff generated in the pre-management condition

2yr POST= the two-year peak rate of runoff generated in the post-management condition

1yr PRE = the one-year peak rate of runoff generated in the pre-management condition

PFA Managed = the drainage area to the BMP

A total Credit percentage for the PFA Credit shall not exceed twenty-five percent (25%) of the Property's User Fee.

- 14.22. Parcels that meet the definition of a Non-Urbanized Area are eligible for a 25% Credit. WHTA shall automatically apply Non-Urbanized Credits to eligible Properties.
- 14.23. An Agricultural Use Credit is available for Properties devoted to an agricultural use, that operate under agricultural erosion and sediment control plans and/or manure/nutrient management plans required by the Commonwealth Pennsylvania and overseen by the Dauphin County Conservation District. WHTA may grant up to a 30% Credit for agricultural BMPs that are planned and implemented according to an applicable planning schedule, especially for properties that employ particular high-performance water quality BMPs. Each approved plan, that is approved within three months of the User Fee being implemented, is worth a 5% Credit. Upon annual verification, that each plan is being implemented according to the prescribed schedule, a 10% credit per plan will be offered by WHTA. Should a Property Owner be willing to go above and beyond the minimum agricultural water quality requirements, additional Credit may be negotiable (e.g. farm is in compliance and is willing to work with WHTA, or a partner organization, on a stream restoration project and, thereby, install streambank fencing).

- 14.24. Education Credits are available to all public and private schools or school systems (K-12), churches and other non-profit organizations. In order for a school or school system, church, or other non-profit organization to receive an Education Credit, the school must implement an educational program that informs the students on the importance of preserving and restoring the source and integrity of water resources (stormwater, ground water and/or surface waters). To qualify for this Credit, the school, church or non-profit organization must undertake a curriculum of education activities that provides for at least two hours (in total) per calendar year of education targeting water quality.
- 14.25. The educational program may include educational posters, take-home materials, classroom lessons, field trips, etc. developed by the PADEP, the Pennsylvania Department of Conservation and Natural Resources (DCNR), the United States Environmental Protection Agency (EPA), the United States Geological Survey (USGS), or a school official. Education resources and example materials can be found at:
- EPA NPDES Stormwater Outreach Materials and Reference Documents (<http://cfpub.epa.gov/npdes/stormwatermonth.cfm#materials>)
 - EPA Teacher Resources and Lesson Plans (<http://www.epa.gov/students/teachers.html>)
 - EPA Water Science and Technology for Students and Educators (<http://water.epa.gov/learn/resources/>)
 - USGS Education Resources (<http://education.usgs.gov/>)

To qualify for the Credit, the education program must be approved by WHTA or its designee. The program may be taught in grades Kindergarten (K) through twelve (12). A school with more than 50% of its students enrolled in levels below Kindergarten (i.e. pre-K, pre-school, daycare, etc.) is not eligible for an Education Credit. The school or school system may be granted a Credit up to twenty percent (20%) of the original User Fee. The Credit will be tiered based on the proportion of grade levels taught as compared to the total number of grade levels within the school, as described below:

- Tier One Education Credit: A ten percent (10%) Tier One Education Credit is available to a school or school system for an approved educational program which educates 50% to 74% of the grade levels within the school or school system.
- Tier Two Education Credit: A twenty percent (20%) Tier Two Education Credit is available to a school or school system for an approved educational program which educates 75% to 100% of the grade levels within the school or school system.

A school district may apply for Credit for schools individually or make a single application for all schools in the school system. A school system may also include schools located outside the Township when determining its education tier if submitting a single Credit

Application for all schools in its district. For schools that receive an Education Credit, documentation of the programs that were taught in the previous school year, number of students included in the education program, and programs that intend to be taught in the next school year, shall be submitted annually by June 15.

- 14.26. In order to qualify for the Credit, the education program must be approved by WHTA or its designee. The program may be taught in grades Kindergarten (K) through twelve (12). The school or school system, church or non-profit may be granted a Credit up to fifteen percent (15%) of the original User Fee. To remain eligible for this Credit, the applicant shall, on an annual basis, provide a copy of the lesson plan(s), to demonstrate that the lesson plan(s) is (are) consistent with the educational content deemed appropriate by the U.S. EPA for storm water education, and provide documentation of the number of students taught that year. The applicant will be required to submit documents outlined on the Education Credit Application Form, as may be amended from time to time, and any additional information deemed necessary by the Authority.
- 14.27. Public Participation Credits are available to Stormwater customers who participate in certain community events to promote water quality and sound stormwater management. Credits are earned on an hourly basis, which equates to \$0.50 per month (\$6.00 per year) per one (1) Credit. Earned Credits cannot exceed 15% of the User Fee for a Property. A minimum of four (4) hours are required to qualify for the Credit. Credits hours may be earned cumulatively, meaning, four (4) people could participate for one (1) hour each, which would be equivalent to one (1) person participating for four (4) hours. Participation Credits can only be applied to one (1) parcel. However, a customer with multiple parcels can earn additional Public Participation Credits to apply to different parcels as long as a minimum of four (4) hours are earned for each parcel. Public Participation Credits are valid for one (1) year and will be applied to a customer's stormwater bill beginning with the next bill cycle following participation in the event.
- 14.28. Donation Credits may be earned by individuals who participate on behalf of a non-profit organization, such as a church or food bank. One (1) Credit hour is equal to \$0.50 per month (\$6.00 per year). A minimum of four (4) donated hours are required to qualify for the Credit, but do not have to be donated from the same individual. Donated Credits do not have to be from the same event, and individuals may participate in as many qualifying events as they choose. Donated Credits will be calculated over a calendar year and applied to the Stormwater bill beginning in January of the year following the donation. Public Participation Credits cannot simultaneously be applied to an Owner's stormwater bill and donated. Donated Credits cannot exceed 30% of the User Fee for the recipient Property.
- 14.29. The Riparian Buffer Area Preservation Credit is applicable to properties adjacent to streams and creeks within the Township that preserve the riparian buffer by dedicating a portion of the Property of at least 100 ft. measured landward from the stream bank (or from the edge of the ordinary high water) as a Riparian Buffer Area (RBA). The buffer must extend along the entire length of the stream/creek within the Property. The amount of Credit applied is at the discretion of the Authority up to a maximum of twenty-five percent (25%) per bank for properties with less than 1,000 linear feet (LF) of stream bank. If the Property contains more than 1,000 linear feet (LF) of stream bank and the entire

stream bank located within the Property is preserved as RBA, the Property may receive an additional 15 percent (15%) Credit; therefore, the maximum possible RBA Credit for such a Property with one stream bank is forty percent (40%). The Credit is applicable to both banks; therefore, a Property that contains both banks of the creek/stream may obtain the maximum 50% Credit when preserving and dedicating buffers on both sides of the creek/stream.

- 14.30. Impervious Area Reductions (IARs) are currently offered for all NR Owners porous pavement. IARs result in a direct reduction of the billable Impervious Area on a parcel. The customer must demonstrate that the IARs calculated on the parcel meet the requirements provide by WHTA. IARs require ongoing maintenance in order to maintain their effectiveness and are subject to renewal requirements. The maximum Credit available for implementing porous pavement shall not exceed forty percent (40%) of the Property's annual User Fee.
- 14.31. The Fertilizer Management Credit is applicable to Developed Parcels with lawns and/or landscaped areas where fertilizers are typically applied, and which constitute at least twenty percent (20%) of the total parcel area. The amount of Credit applied is at the discretion of WHTA up to a maximum of fifteen percent (15%).
- 14.32. The Property Owner and/or groundskeeper(s) must take a Fertilizer Management workshop provided by Penn State Extension, the Dauphin County Conservation District or other provider approved by WHTA and implement recommended fertilizing practices. The course must be taken annually. Documentation, including proof of enrollment, implementation of recommendations, number of fertilizer applications annually, and amount of fertilizer used per application must be submitted annually.
- 14.33. A Separate MS4 Permit Credit is applicable to parcels that are identified by PADEP as being required to obtain and comply with the terms of a Municipal Separate Storm Sewer System (MS4) Permit. Eligible parties may receive a 40% Credit that will be applied to the portions of the parcel served by its separate MS4 Permit. The portions of the parcel served by the MS4 will not be eligible for further Credits above the 40% Credit. Portions of the parcel with Impervious Surface area runoff that is not captured by the MS4 are not eligible for the 40% MS4 Credit but may be eligible for Credits in accordance with Sections 14.20 and 14.21 of this document. MS4 Credit applicants must provide the following documents with their Credit Application: the MS4's most recent Notice of Intent for coverage and a copy of the MS4's most recent annual report.

The Credit for parcels with a separate MS4 will be calculated using the formula:

$$\text{Approved Credit} = 40\% * \% \text{ of Impervious Surface area served by separate MS4}$$

- 14.34. A Stormwater Partnership Credit is available only for NR Properties. The ultimate goal of the stormwater program and credit policy is to improve local and regional water quality. In furtherance of the goals of the stormwater program, customers are encouraged to propose other means to improve their Property and our community through the use of innovative stormwater technologies. If a stormwater customer has an idea for a project

that could result in additional stormwater Credits, the Authority encourages the customer to submit the project idea under the Stormwater Partnership Credit. Credit will be based upon a benefit analysis demonstrating actual cost reduction to be realized by the Authority.

- 14.35. If the Owner's request for an adjustment is approved, the Property Owner will be credited any amount paid in excess of the adjusted User Fee from the date that the Inquiry Form was first filed. The Credit will be applied to the subsequent billing period(s). Adjusted fees will be applied retroactively from the date the inquiry was first filed and no further.
- 14.36. If impervious structures are replaced with pervious structures (e.g. an asphalt parking lot is replaced with pervious concrete, etc.), this is considered a Structural BMP. In these situations, the Property Owner should apply for an IAR Credit, not file an inquiry for reduction of Impervious Surface area related to construction.
- 14.37. **DISCLAIMER** - By submitting a WHTA Stormwater Management Program Fee Credit Application pursuant to the WHTA Stormwater Management Program Credits and Incentives Policy, Property Owner acknowledges and agrees that he and his 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. WHTA 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 heirs, grantees, successors, and assigns shall indemnify and hold harmless WHTA, 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.

APPENDIX A – RATE SCHEDULE

RATE SCHEDULE

- 1.1. All Developed Parcels shall be charged a fee consisting of an IA rate. Properties under 400 square feet (“sf”) of IA shall have no fee charged. All other Developed Parcels shall be charged an annual fee based upon the Tier into which each Developed Parcel falls based upon its IA. The Tiers shall be as follows:
 - 1.1.1. Tier 1 for Developed Parcels with IA of 400 to 1,999 sf (\$45.00)
 - 1.1.2. Tier 2 for Developed Parcels with IA of 2,000 to 3,999 sf (\$103.00)
 - 1.1.3. Tier 3 for Developed Parcels with IA of 4,000 to 5,999 sf (\$166.00)
 - 1.1.4. Tier 4 for Developed Parcels with IA of 6,000 to 7,999 sf (\$235.00)
 - 1.1.5. Tier 5 for Developed Parcels with IA of 8,000 or greater at \$3.44 per 100 sf IA
- 1.2. Notwithstanding the foregoing, public streets shall be exempt from User Fees under these Rates, Rules and Regulations.

APPENDIX B – SUMMARY OF AVAILABLE CREDITS

Table 1. Summary of Available Credits by Property Type.

CREDIT DESCRIPTION	ELIGIBLE PROPERTY		MAXIMUM CREDIT AMOUNT
	SFR	Non SFR	
Rain Barrel w/ Downspout Disconnection Credit	X		Lesser of \$52.00 or 40%
Rain Garden Credit	X		Lesser of \$52.00 or 40%
Underground Detention System Credit	X		Lesser of \$52.00 or 40%
Adopt a Creek Credit	X	X	20%
Adopt an Inlet Credit	X	X	\$20.00
Public Participation Credit	X	X	15%
Porous Pavement Credit		X	40%
Urban Tree Canopy Credit		X	30%
Low Impact Parcel Credit	X	X	40%
Water Quality Stormwater Credit		X	25%
Peak Flow Attenuation Stormwater Credit	X	X	25%
Non-Urbanized Area Credit	X	X	25%
Agricultural Use Credit		X	30%
Education Program Credit		X	15%
Stormwater Partnership Credit		X	
Donation Credit		X ¹	30%
Separate MS4 Permit Credit		X	40%
Riparian Buffer Area Preservation Credit	X	X	50%
Fertilizer Management Credit	X	X	15%

¹ Applicable only to Non-Profit Organizations.
4817-7801-6214, v. 1

APPENDIX C – STORMWATER MANAGEMENT PROGRAM FEE CREDIT APPLICATION

Stormwater Credit Application Form

Credit Application Instructions

This form is provided to WHTA stormwater customers who believe they qualify for an approved stormwater Credit. Customers should review the WHTA Credit Policy for eligibility requirements for Credits.

Please fill out all sections on the first page of the form, except for the last section marked "For WHTA Use Only". Please fill out all applicable sections on pages 2 and 3 related to the Credits you are applying for and include the \$25 application fee.

You may attach supporting documentation to the form. Please note that any submitted documentation will not be returned to the customer. Please mail completed form to:

West Hanover Township Authority
7171 Allentown Bld., Harrisburg, PA 17112

A WHTA representative will review the Stormwater Credit Application Form within 60 days of receipt of the completed form.

Please Mark All Credits That Apply

- | | |
|---|--|
| <input type="checkbox"/> Rain Barrel w/ Downspout Disconnection | <input type="checkbox"/> Non-Urbanized Area Credit |
| <input type="checkbox"/> Rain Garden | <input type="checkbox"/> Agricultural Use Credit |
| <input type="checkbox"/> Underground Detention System Credit | <input type="checkbox"/> Education Program Credit |
| <input type="checkbox"/> Adopt a Creek Credit | <input type="checkbox"/> Porous Pavement |
| <input type="checkbox"/> Adopt an Inlet Credit | <input type="checkbox"/> Urban Tree Canopy |
| <input type="checkbox"/> Public Participation Credit | <input type="checkbox"/> Low Impact Parcel |
| <input type="checkbox"/> Separate MS4 Credit | <input type="checkbox"/> Water Quality Stormwater Credit |
| <input type="checkbox"/> Donation Credit | <input type="checkbox"/> Peak Flow Attenuation Credit |
| <input type="checkbox"/> Riparian Buffer Area Preservation Credit | <input type="checkbox"/> Stormwater Partnership Credit |
| <input type="checkbox"/> Fertilizer Management Credit | <input type="checkbox"/> Water Quality Credit |

Customer Information

Name: _____ Date: _____

Email: _____ Telephone: _____

Account Number: _____ Parcel Number: _____

Billing Street Address: _____

Address Line 2: _____

City, State, Zip: _____

For WHTA Use Only

Date Received: _____ Credit(s): Granted Denied

Date Reviewed: _____ Reviewer: _____

Stormwater Credit Application Form (Cont.)

Structural BMP

Check all boxes that apply:

- I have a BMP that controls for rate
- I have a BMP that controls for volume
- I have a BMP that controls for water quality
- I have a BMP but I'm not sure what it does

Please attached any supporting information.

Additional Credits

If you are applying for any of the following credits, WHTA will contact you to discuss the details of the credit after you submit page 1 of the application.

- Separate MS4 Permit
- Education Credit

Confirmation of Credit Conditions and WHTA Access Rights

I, (please print name) _____ agree to all conditions of the Credits I have applied for as outlined in the WHTA *Stormwater Management Program Credits and Incentives Policy*. Additionally, I agree that WHTA may at reasonable times enter my property to inspect the property or condition or operation of BMPs.

Property Owner Signature

Date

**APPENDIX D – STORMWATER ADJUSTMENT
APPEAL FORM**

Stormwater Adjustment Appeal Form

Appeal Instructions

This form is provided to WHTA stormwater customers who believe the Impervious Area (IA) calculation for their property is incorrect. Customers should also use this form if it is believed that stormwater fees have been assigned for a parcel they don't own.

Please fill out all sections of the form, except for the last section marked "For WHTA Use Only".

You may attach supporting documentation to the form. Please note that any submitted documentation will not be returned to the customer. Please mail completed form to:

West Hanover Township Authority
7171 Allentown Bld., Harrisburg, PA 17112

A WHTA representative will review the Stormwater Adjustment Appeal Form within five (5) business days of receipt of the completed form.

Approved adjustments will be applied to the current stormwater bill and all future billings.

Appeal Information

Appeal Type:
 IA Ownership

Property Type:
 Residential Non-Residential

Customer IA Estimate (optional): _____

Customer Information

Name: _____ Date: _____

Email: _____ Telephone: _____

Account Number: _____ Parcel Number: _____

Billing Street Address: _____

Address Line 2: _____

City, State, Zip: _____

Additional Supporting Information: _____

For WHTA Use Only

Date Received: _____ Appeal: Granted Denied

Date Reviewed: _____ Reviewer: _____

APPENDIX E – PRE-APPLICATION MEETING REQUEST FORM

Pre-Application Meeting Request Form

Pre-Application Instructions

This form is provided to WHTA Non-Residential stormwater customers who want to install a new BMP or retrofit an existing BMP to become eligible for WHTA stormwater Credits.

Please fill out all sections on the form, except for the last section marked "For WHTA Use Only".

You may attach supporting documentation to the form. Please note that any submitted documentation will not be returned to the customer. Please mail completed form to:

West Hanover Township Authority
7171 Allentown Bld., Harrisburg, PA 17112

A WHTA representative will be in contact to schedule a mutually agreeable meeting date and time to review the proposed changes.

Please Mark All That Apply

- I want to install a new BMP
- I want to retrofit an existing BMP
- I want to request a review of my property to determine potential BMPs
- Other: _____

Customer Information

Name: _____ Date: _____
Email: _____ Telephone: _____
Account Number: _____
Property Street Address: _____
Address Line 2: _____
City, State, Zip: _____
Parcel ID (if known): _____

For WHTA Use Only

Date Received: _____ Date of Meeting: _____
WHTA Personnel: _____ Time of Meeting: _____

APPENDIX F – CONTINUATION OF EXISTING CREDIT FOR NEW PROPERTY OWNERS

Continuation of Existing Credits Form

Application Instructions

This form is provided to WHTA stormwater customers who are a new owner of a property that has existing Credits associated with the property.

Please fill out all sections on the form, except for the last section marked "For WHTA Use Only".

Please mail completed form to:

West Hanover Township Authority
7171 Allentown Bld., Harrisburg, PA 17112

A WHTA representative will review the Application Form within five (5) business days of receipt of the completed form.

Please Mark All Credits That Apply

- | | |
|---|--|
| <input type="checkbox"/> Rain Barrel w/ Downspout Disconnection | <input type="checkbox"/> Non-Urbanized Area Credit |
| <input type="checkbox"/> Rain Garden | <input type="checkbox"/> Agricultural Use Credit |
| <input type="checkbox"/> Underground Detention System Credit | <input type="checkbox"/> Education Program Credit |
| <input type="checkbox"/> Adopt a Creek Credit | <input type="checkbox"/> Porous Pavement |
| <input type="checkbox"/> Adopt an Inlet Credit | <input type="checkbox"/> Urban Tree Canopy |
| <input type="checkbox"/> Public Participation Credit | <input type="checkbox"/> Low Impact Parcel Credit |
| <input type="checkbox"/> Separate MS4 Credit | <input type="checkbox"/> Water Quality Stormwater Credit |
| <input type="checkbox"/> Donation Credit | <input type="checkbox"/> Peak Flow Attenuation Credit |
| <input type="checkbox"/> Riparian Buffer Area Preservation Credit | <input type="checkbox"/> Stormwater Partnership Credit |
| <input type="checkbox"/> Fertilizer Management Credit | <input type="checkbox"/> Water Quality Credit |

Customer Information

Name: _____ Date: _____

Email: _____ Telephone: _____

Account Number: _____ Parcel ID (if known): _____

Billing Street Address: _____

Address Line 2: _____

City, State, Zip: _____

I, (please print name) _____ agree to all conditions of the Credits associated with the above referenced property as outlined in the *WHTA Stormwater Management Program Credits and Incentives Policy*. Additionally, I agree that WHTA may at reasonable times enter my property to inspect the property or condition or operation of BMPs. I also understand my obligations to any conditions listed in any Operation and Maintenance Agreements that are in existence for this property with WHTA.

For WHTA Use Only

Date Received: _____ Credit(s): Granted Denied

Date Reviewed: _____ Reviewer: _____

