

# **LSTMA**

**Lower Swatara Township Municipal Authority  
Dauphin County, Pennsylvania**

**Stormwater Management Program  
Credit Policy Manual**

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## Table of Contents

Introduction .....	3
Disclaimer .....	3
Definitions.....	3
Credits and Credit Policies .....	7
General Policies .....	7
Eligibility.....	8
Credit Types .....	9
Peak Rate Control / Volume Control Structural BMP Credits .....	9
Low Impact Parcel Credit .....	10
Education Credit .....	10
Stormwater Partnership Credit .....	11
Applying for Credit .....	12
Pre-Application Meeting and Field Review.....	12
Design Standards .....	12
Credit Application.....	12
Maintenance Policies:.....	13
Credit Renewal.....	13
Appeals .....	15
Appeal of Impervious Area Assessment .....	15
Appendix A – Credit Application .....	16
Appendix B – Stormwater Partnership Credit Opportunity for Agricultural Use Properties.....	19
Appendix C – Maintenance Agreement Form.....	26
Appendix D – Pre-Application Meeting Request Form.....	30
Appendix E – Appeal Application .....	32

## Introduction

This Manual provides Lower Swatara Township Municipal Authority (LSTMA) Stormwater Management Program customers with details on the Credits available to reduce their monthly Stormwater Program Fee. Stormwater Credits are provided as a means for Non-Residential customers to reduce the amount of their monthly fee by implementing a creditable Best Management Practice (BMP) to reduce the contribution of stormwater and pollutants to LSTMA's stormwater management system.

Stormwater management is important to our community. It is necessary to manage pollutant-laden runoff generated by impervious surfaces because it is harmful to our streams and reduces the potential for flooding and associated property damage. LSTMA is in the process of developing and implementing a comprehensive, Township-wide Stormwater Management Program to provide enhanced stormwater management to property owners in the community.

The foundation of an effective Stormwater Management Program is the development of a fair and equitable Fee to provide for a dedicated and reliable revenue stream which addresses long-term stormwater needs, while complying with the state and federal permit requirements of the Municipal Separate Storm Sewer System (MS4) permit. Revenues generated by the Fees will support the Program and its goals to: improve water quality, maintain and improve the developed MS4 program's compliance with the MS4 Permit requirements, fund projects identified in the Chesapeake Bay Pollutant Reduction Plan, provide effective infrastructure operation and maintenance, support strategic planning for capital improvements, and assist with the implementation of educational practices to improve our water of water resources

The *Lower Swatara Township Municipal Authority Stormwater Program Fee Resolution* (Fee Resolution) currently in effect defines the fee and its relationship to Impervious Area (IA).

All property owners may reduce their fee by up to 30% (except for Stormwater Partnership credits), if they apply and qualify for the credits made available by this Manual, which provides the reader with the procedures to follow in order to apply for Stormwater Credits in Lower Swatara Township.

## Disclaimer

By submitting a Stormwater Fee Credit Application pursuant to the Stormwater Fee Credit Manual, the 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 Best Management Practices (BMPs) constructed, installed, or employed by the Property Owner. The Township shall not be responsible for or liable with respect to the operation and maintenance of any BMP, or any damages arising therefrom. If degradation, destruction, or removal of BMP occurs without permission or approval of the Township, the Township holds the right to review or revoke the Property Owner's Stormwater Fee Credit, and adjust their monthly bill in accordance to penalty which will become active at the time of the next billing cycle.

## Definitions

The following definitions apply to the Stormwater Management Program Credit Policy Manual. Any term not defined by this section can be defined by the *Lower Swatara Township Municipal Authority*

*Stormwater Program Fee Resolution* currently in effect or the Code of the Township of Lower Swatara Township Pennsylvania, to the extent not contradictory.

**Attenuation** – Reduction in magnitude, as in the lowering peak runoff discharge rates, such as dry ponds; or the reduction of contaminant concentrations, as in the action of biodegradation in wetlands or bioretention facilities.

**Best Management Practices (BMPs)** – as defined by Ordinance Chapter 26-111 Definitions.

**Capital Additions** – for Stormwater means new and additional property chargeable to plant or equipment account under sound accounting or engineering practice, including, without intending to limit the generality of the foregoing, additions, extensions, alterations, and improvements of or to the Stormwater Management System, including, without intending to limit the generality of the foregoing, all buildings and structures, basins, mains, pipes, pipe lines, interceptor lines, outfall lines, trunk lines, service lines, drainage swales, drainage channels, machinery and equipment, personal property and all franchises, land, rights-of-way, privileges, easements, licenses, rights and other interests in real property, in each case made, constructed or acquired after the date hereof and which are used or useful in connection with the Stormwater Management System.

**Consulting Engineers** – means a Person or Persons, who shall be Independent and qualified to pass upon engineering questions relating to Stormwater Management Systems and having a favorable reputation for skill and experience in construction, operation, and maintenance of Stormwater Management Systems. If such Person shall be individual, he shall be a professional engineer duly registered under the laws of the Commonwealth. If such Person shall be partnership, corporation or association, it shall have a partner, officer, employee, or member who is a professional engineer duly registered under laws of the Commonwealth.

**Credit** – A discount in the form of a percentage that can be applied to an owner's stormwater fee when approved and accepted stormwater practices or facilities are utilized to manage Stormwater Runoff as proposed in the PA Best Management Practices Manual Chapter 6 Structural BMPs in which provide Volume Control and Peak Rate Control for Stormwater Runoff.

**Developed Parcel** – A parcel that contains impervious area equal to or greater than 500 square feet.

**Extraordinary Repairs** – means alterations, repairs, renewals, improvements, or replacements with respect to the Stormwater Management System which are necessary or desirable for proper operation and maintenance thereof including emergency work and which are a type that would not ordinarily be made out of moneys deposited in the Stormwater Management Fund, respectively, as current operating expenses, as determined by a Consulting Engineers' Certificate.

**Impervious Area (Impervious Surface) (IA)** – A surface that prevents the infiltration of water into the ground. Impervious surface (or area) includes, but is not limited to, roofs, additional indoor living spaces, patios, garages, storage sheds and similar structures, swimming pools, paved parking or driveway areas, and private streets and sidewalk. Any surface areas initially proposed to be gravel or crushed stone shall be assumed to be impervious areas, as defined in Township Ordinance Chapter 26-111 Definitions.

**Independent** – means, with respect to the Consulting Engineers, a Person who is not a member of the Board, officer or employee of the Authority of an elected or appointed official or employee of the Township, or which is not a partnership, corporation or association having a partner, directors, officer, member or substantial stockholder who is a member of the Board, officer or employee of the Authority of an elected or appointed official, or employee of the Township; provided, however, that

the fact that such Person is retained regularly by the Authority or the Township shall not make such Person an employee within the meaning of this definition.

**Infiltration** – The entrance of surface water into the soil, usually at the soil/air interface.

**Infiltration testing** – Specific tests designed to measure the saturated movement of water into the soil in a single downward direction through a two dimensional soil surface.

**Inlet** – A surface connection to a closed drain. A structure at the diversion end of a conduit. The upstream end of any structure through which water may flow, as defined in Township Ordinance Chapter 26-111 Definitions.

**Municipal Building** – means the Township building located at 1499 Spring Garden Drive, Middletown, Pennsylvania 17057.

**MS4** – Municipal Separate Storm Sewer System

**Non-Residential** – Any Developed Parcel not fitting the definition of Residential Property. Non-Residential shall include, but not be limited to: multi-family houses, townhouses and condominiums owned by a single Property Owner and leased to tenants, apartments, boarding houses, hotel and motels, churches, industrial properties, commercial properties, manufactured home or mobile home parks, commercial and office buildings, storage areas, parking lots and other impervious areas, parks, recreation properties, public and private schools and universities, hospitals and convalescent centers, office buildings, government properties, mixed-use properties, and other similar properties.

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

**Operation and Maintenance (O&M)** – The scheduled tasks and activities required to ensure the successfulness, functionality and compliance of Stormwater Management BMP's or Post-Construction Stormwater Management BMPs, as defined by Pennsylvania Best Management Practices Manual.

**Outlet** – Points of water disposal from a stream, river, lake, tidewater or artificial drain.

**PADEP** - Pennsylvania Department of Environmental Protection.

**PCSM BMPs** – Post-Construction Stormwater Management Best Management Practices

**Peak Attenuation Storage** – The volume set aside within a BMP for the purpose of attenuating the inflow peak rate.

**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 type of Credit that can be applied by a Property Owner, for utilizing proper stormwater rate control techniques that manage and or reduces the peak rate of stormwater runoff. 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.

**Percolation** – The downward movement under the influence of gravity of water under hydrostatic pressure through the interstices of the rock or soil.

**Permeability** – The ability of rocks, soil or other materials to transmit a gas or liquid.

**Person** – means an individual, firm, partnership, limited liability company, association, a corporation, company, trust, government agency, society, political subdivision, municipality, municipality authority, school district, or any other group or entity.

**Pervious Area** – Any material/surface that allows water to pass through at a rate equal to or greater than Natural Ground Cover.

**Pollutant Removal** - Removing pollutants by decomposing them or eliminating them from an area or system, or rendering non-harmful or unavailable in a soil or medium by means of adsorption, chelation, and similar binding mechanisms.

**Property Owner (Owner)** - Any person, firm, corporation, limited liability company, partnership, trust, company, association, school district, authority, government agency, society or group owning real estate property in the Township of Lower Swatara.

**Residential Property (RESIDENTIAL)** – A Developed Parcel located within the Township, classified residential as defined in the Code of Ordinances of the Township of Lower Swatara. “Residential” shall not include developed land containing structures used primarily for or in conjunction with non-residential purposes; manufactured homes and mobile homes located within manufactured home or mobile home parks; or other multiple unit residential properties such as apartments, condominiums, and townhomes owned by a single Property Owner.

**Revenue Bonds** – mean the Bonds issued by the Authority for Stormwater system rehabilitation or improvement, as well as any portion of Lower Swatara Township General Obligation Bonds made available to the Authority for Stormwater system rehabilitation or improvement in accordance with a Subsidy Agreement.

**Saturated Soil** – Soil in which the pore space is completely filled with water.

**Stormwater** – Runoff resulting from precipitation, snowmelt, surface runoff, and drainage.

**Stormwater Management** – Functions associated with planning, designing, constructing, maintaining, financing, and regulating facilities, both constructed and natural, that collect, store, control, and/or convey stormwater.

- a. All moneys realized from collection of Stormwater Management Fees and other charges imposed, pursuant to a resolution or resolutions of the Authority, in effect at the time.
- b. All interest and income received, from time-to-time, by or on behalf of the Authority from investment of moneys in the Stormwater Management Fund; and
- c. All grants from state and federal government agencies; and
- d. All other monies deposited into the Stormwater Management Fund.

**Stormwater Management Fee** - Sums assessed, imposed, and to be collected from the Property Owner of a developed lot, parcel, building or portion thereof which uses, benefits from or is serviced by the Stormwater Management System, or which discharges stormwater, directly or indirectly, into the public Stormwater Management System, for the use, the service, improvement and replacement of all or parts of such system and additionally for the administration and operation of the Stormwater Management Program.

**Stormwater Management Fund** – means the Stormwater Management Fund established by the Authority for the purpose of funding responsibilities of the Stormwater Management Program.

**Stormwater Runoff** – Drainage runoff resulting from precipitation in the form of rain, snow or ice melt.

**Stormwater Management System** – means the collection and transmission system constructed, owned, operated, and maintained by the Authority, including all related facilities heretofore acquired or constructed by the Authority, together with all appurtenant facilities and properties which the Authority has acquired or hereafter shall acquire in connection therewith, including all property, real personal, and mixed, rights, powers, licenses, easements, rights-of-ways, privileges, franchises and any and all other property or interests in property of whatsoever nature used or useful in connection with such facilities, and together with all additions, extensions, alterations, and improvements which may be made or acquired, from time-to-time. As of any particular time, the “Stormwater Management System” means the aforesaid facilities and all property, real personal and mixed, rights powers, licenses, easements, rights-of-way, privileges, franchises, and all other property or interest in property of whatsoever nature used or useful in connection which such facilities, and Capital Additions (including property in the nature of Capital Additions acquired or constructed from funds wholly or partially contributed or advanced by users, developers or other Persons) acquired, owned, made or constructed by or for the Authority; and the “Stormwater Management System”, without intending to limit the generality of the foregoing, as of any particular time, shall include all buildings, basins, machinery and equipment, mains, pipes, pipe lines, interceptor lines, trunk lines, service lines, shops, outfall lines, drainage swales, drainage channels, personal property and all franchises, land, rights-of-way, privileges, easements, licenses, rights and any other interest in real property, in each case made, constructed or acquired after the date hereof and which are used or useful in connection with the Stormwater Management System.

**Surface Infiltration Rate** – The rate at which water enters the soil or other porous surface. The measurement of surface infiltration rates requires that the underlying soil be completely saturated and that infiltration occurs by gravity under a unit hydraulic gradient.

**Volume Control** – A type of Credit that can be applied against a Stormwater Management Fee by a Property Owner, for utilizing proper stormwater volume control techniques that manage and or captures the volume of stormwater runoff, such as infiltration bioretention to take advantage of evapotranspiration, or capture and reuse.

**Year** – defined as January 1 to December 31.

## Credits and Credit Policies

### General Policies

1. It is the responsibility of the Property Owner to apply for Credits and to provide all Credit application documents that are required by LSTMA.
2. Credits are available only to Non-Residential Property Owners.
3. The maximum amount of Credit to be granted by LSTMA **shall not exceed 30%, except for the Stormwater Partnership Credit described below.**
4. A Property Owner shall not be eligible for Credits or to Appeal an assessment if the Property Owner’s account is past due.
5. Credits will not be applied to late payments nor can Credits be accrued.
6. Complete applications will be reviewed by LSTMA within 60 calendar days of receipt. Incomplete applications will be returned for completion. Credits will become effective at the beginning of the next billing cycle.

7. Property Owners shall pay a \$50 Credit Application Fee to LSTMA; however the application fee shall be waived for Credit applications submitted before August 31, 2021. Credit Application fees are non-refundable and may be subject to adjustment January 1 of each year. 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. 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. A credit application may include multiple related parcels.
8. All Credits expire March 1, 2023 unless otherwise determined by the Township. At that time, the Credit Policy will be reevaluated at the discretion of Township. Reviews of applications may be conducted by the Township depending on compliance of Property Owners to complete O&M requirements, inspections, and provide related information to the Township, which ensures proper functionality of BMPs and their compliance standards described by the most recent edition of the Pennsylvania Best Management Practices Manual. Adjustments to the value of credits may be made at the discretion of the Township at either the reevaluation period of 2023 or at the time of failure in providing the above stated information in a timely manner. This may cause a revocation of credit reduction on monthly billing and resubmission of an application.
9. The LSTMA has full discretion over the Credit process.
10. Credits will be revoked when BMPs are not maintained by Property Owner.

## Summary of Available Credit Types

Table 1. Summary of Available Credits by Property Type

CREDIT	ALL NON-RESIDENTIAL	MAX CREDIT
Peak Rate Control/Volume Control Structural BMP	X	25%
Low Impact Parcel	X	25%
Education Credit	X	10%
Stormwater Partnership Credit	X	n/a

## Eligibility

To be eligible for a Credit, the property must have been assigned a minimum of 1 ERU and there must not be any outstanding and unpaid Stormwater Fee against the Property. Owners must submit the appropriate Credit Application along with any documentation required by the Township.



## Credit Types

### Peak Rate Control / Volume Control Structural BMP Credits

Structural BMPs that fall into the categories of Peak Rate Control and Volume Control of stormwater runoff from a property are eligible for Credit.

Peak Rate Control Credits can be applied for a facility which is an approved stormwater rate control system designed in accordance to the design rates described in Section 26-119, Rate Controls, of the Code of Ordinances of the Township of Lower Swatara Township. Stormwater rate control cannot exceed the predevelopment stormwater discharge rate for the following events:

- Up to 10% Credit for the 25-year event
- Up to 12% Credit for the 50-year event
- Up to 15% Credit for the 100-year event

A stormwater volume control system designed in accordance with Section 26-118, Volume Controls, of the Code of Ordinances of the Township of Lower Swatara Township may be awarded a 10% Credit. When applicable, this can be in addition to the rate control credit above. These are systems containing BMP's that do not increase the post-development total runoff volume when compared to the pre-development total runoff volume for the two-year/twenty-four-hour storm event. Approved volume control systems may be, but are not limited to, infiltration basins, infiltration trenches, and rain gardens.

For reference of possible stormwater facilities which fall under the above BMP credits, please advise the most recent edition of the PA BMP Manual, Chapter 6 Structural BMPs, for more information on the rate and volume control systems described above, as well as other BMP options.

A detailed operation and maintenance plan for all Structural BMP systems shall be completed by the Property/BMP Owner to maintain their credit eligibility. The operations and maintenance plan shall be located on or with Recorded Plans, as well as, the signed and executed O&M Agreement, which includes the detailed step-by-step procedures on how the Structural BMP system shall be maintained in order to function properly. All paperwork shall include contact information of the person responsible for operation and maintenance of the Structural BMP system. The Property Owner shall maintain detailed, up to date inspections and maintenance logs for each Structural BMP system located on the property which is having a credit applied for. This information will be sent to LSTMA, via mail, email, or personally delivered to the Codes Department, for continued tracking, review and verification of the system's functionality and will be kept on file with the property. All Structural BMP systems shall be constructed within a minimum 20-foot LSTMA stormwater maintenance easement. Access to the stormwater maintenance easement shall be provided from the nearest public right-of-way.

Existing Structural BMPs can be retrofitted to provide enhanced function and may be eligible for Credits. The credits only apply to the stormwater controlled and improved through the retrofitted Structural BMPs when meeting the most recent design criteria and specifications laid forth by the most recent PA BMP Manual. Peak flow rate, stormwater volume control, and water quality calculations shall be made in compliance with the Code of Ordinances of the Township of Lower Swatara Township. When applying for an existing Structural BMP with no adjustments, the system

must be proven through documentation that it is in proper working order and can be approved by LSTMA through investigation, if applicable. Credits will be prorated to the amount of stormwater managed relative to Total Impervious Area located on the property.

### Low Impact Parcel Credit

A parcel is considered a Low Impact Parcel if its Total IA is less than or equal to 10% of the total parcel area. If a parcel meets this condition, it is eligible for a Credit of 25%. Parcels meeting this criteria as of the IA mapping in 2019 will have the credit automatically applied.

### Education Credit

It is the goal of LSTMA to encourage both public and private educational systems (K-12 and higher education such as colleges) to educate and inform their students on the importance of surface water, ground water, and stormwater resources, most importantly, how they can play a role in preserving and restoring the physical, chemical, and biological integrity of the Township's water resources.

The educational program may include participation in a water resource-themed student poster session or science fair, take-home materials, classroom lessons, field trips, etc. The educational program/materials must be preapproved by LSTMA. The following list of educational resources and materials are provided as examples, but is not meant to exclude other educational material that may be approved by LSTMA:

- PSU Extension: *Rain to Drain – Slow the Flow*
- EPA NPDES Stormwater Outreach Materials and Reference Documents
- EPA Teacher Resources and Lesson Plans
- EPA Water Science and Technology for Students and Educators
- USGS Education Resources
- Soil Science Society of America: *Soils 4 Teachers*

Schools with more than 50% of its students enrolled in levels below Kindergarten (i.e. pre-K, pre-school, daycare, etc.) are not eligible for an Education Credit. Eligible education institutions may be granted up to a 10% Credit based on the following criteria:

- **Tier One Education Credit:** A 5% Education Credit is available to a qualifying education institution which educates 50% to 74% of qualifying grade levels within the school or school system.
- **Tier Two Education Credit:** A 10% Education Credit is available to a qualifying education institution which educates 75% to 100% of qualifying grade levels within the school or school system.

Education credits only apply to the Impervious Area associated with the property improvements actually used for education and associated infrastructure. For example, the credits would be applied to a High School building and its parking lot, but not to the School District Administrative offices that oversee the High School. Student living quarters, such as dorms, are also not eligible for education credits. Education credits are valid for one (1) year but will be renewable each year the curriculum is taught.

Libraries, religious organizations and other non-residential organizations are eligible for the education credit. Interested parties should contact the Authority to discuss an education plan specific to their capabilities.

### Stormwater Partnership Credit

LSTMA recognizes that the ultimate goal of this policy is to improve the local and regional water quality of the stormwater entering into the Stormwater Sewer System and conveyed throughout the Township. Therefore, LSTMA encourages Property Owners to partner with the Township on either existing stormwater facilities where the partnership may include but not limited to, joint ownership of BMPs and pollutant reductions for developed PRPs, as well as, partnered O&M and inspection activities of the facilities. An example of a partnership, could be a farmer owner/operator who implements applicable water quality plans (manure management, nutrient management, agricultural erosion and sediment control, and/or soil conservation plan). Refer to the *Stormwater Partnership Credit Opportunity for Agricultural Use Properties* appendix for additional information.

If a Property Owner has an idea for a project that could merit Stormwater Management Fee Credits, LSTMA encourages the Property Owner to submit the project for consideration to LSTMA for a Stormwater Partnership Credit. The maximum credit will be dependent on the design and overall effectiveness of the project and its pollutant removal, peak rate reduction, and volume control. The actual amount of the credit will be based upon functionality of BMP, pollutant removal as per the most recent PA BMP Manual, and equal partnership with the Property Owner through partnered O&M activities.

## Applying for Credit

### Pre-Application Meeting and Field Review

If requested or desired by Property Owners, LSTMA shall hold a pre-application meeting to discuss and answer any questions regarding their Credit Application Submission. At the discretion or approval of the LSTMA Board, a field review may be conducted as an assessment which may assist the property owner in their Credit Application Process. All Property Owners interested in installing a new BMP or retrofitting an existing BMP should submit a completed Pre-Application Meeting Request form, which is attached hereto in Appendix D, to LSTMA. LSTMA will contact the Property Owner to schedule a meeting or notify the Property Owner if a specific installation does not require a pre-application meeting. Thus, the Property Owner must provide accurate and up to date contact information so that LSTMA may schedule pre-application meetings or field visits.

### Design Standards

All proposed BMPs shall comply with the applicable design standards set forth in Lower Swatara Township's ordinances for which the property is located and the most recent version of the Pennsylvania 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 before ground breaking.

### Credit Application

In order to receive Credit, all Property Owners must follow the specified application process. A credit application can be mailed, emailed, or personally delivered to Codes Department. Properly submitted applications will be reviewed by LSTMA within 60 days of submission. The Property Owner will be notified in writing whether or not the application has been approved. If unapproved, Property Owners will have 60 days to resubmit applications before their application is rejected. First resubmittal shall be of no charge, every resubmittal thereafter shall be a charge of \$25 per each resubmittal. Upon approval of an application, the Property Owner will receive a letter along with a Credit Agreement that must be signed and returned to LSTMA within 60 days. Failure to return the fully executed Credit Agreement in a timely manner will result in the termination of issued Credits. Once all paperwork and signatures have been received, see below, Credits will then be applied to the next billing period.

The following documentation must be submitted to LSTMA for a Credit Application to be reviewed:

1. An original completed and signed Credit Application.
  - a. The Credit Application form is attached hereto as Appendix A, and available online at the LSTMA website or the LSTMA office.
2. Clear and detailed photographs of the site sufficient to show layout, inlets, outlets, etc.
3. A copy of the proposed Operation and Maintenance (O&M) Plan including inspection schedule and maintenance log. (Existing facilities only)
4. Records of all maintenance and inspections undertaken since the installation of the facility. (Existing facilities only)
5. If the BMP is preexisting, a record of maintenance undertaken since installation shall be provided.
6. \$50 Application fee.
7. LSTMA reserves the right to require submission of additional design documentation, as-built or construction drawings, and an engineering analysis provided by a licensed

- engineer. Notification of this requirement will be provided upon submission of a Pre-Application Meeting Request Form.
8. LSTMA reserves the right to require certification by a licensed engineer that an existing BMP is in proper working order.
  9. Easement identification and planning is required, if applicable.
  10. Additional documentation may be required at the request of LSTMA.

## Maintenance Policies:

All Property Owners who receive Credits will be required to sign an Operations and Maintenance Agreement which references an O&M Plan outlining any and all maintenance requirements to ensure compliance with this policy and submitted to the Township to be kept on file. The O&M Plan and its mandatory activities will be required to continually quality for credit. The basic minimum maintenance requirements to be listed in an O&M Plan will include, but are not limited to:

- Sediment shall be removed when approximately 30% of storage capacity of the BMP is filled.
- Any sinkholes shall be repaired
- Trash shall be removed.
- No woody vegetation shall be allowed to grow on fill embankments, unless called for in the facility's design.
- Debris shall be removed from all inlets, outlets, and other structures that have the potential to clog.
- All BMPs must be inspected no less than 4 times per year and within 48 hours after any rain event of more than 1 inch.
- Documentation of inspections shall be submitted to LSTMA by June 1<sup>st</sup> of each year, so they can be evaluated and included in the MS4 Annual Report.
- Provide previous year's maintenance log to LSTMA by no later than June 1<sup>st</sup> of each year, so they can be evaluated and included in the MS4 Annual Report.
- BMP control structures and components shall remain unaltered, intact, and functioning as originally designed.
- See the current addition of the Pennsylvania Stormwater Best Management Practices Manual for system specific inspection requirements.

LSTMA reserves the right to inspect all stormwater facilities to ensure they are working properly. If a stormwater facility is, in the opinion of LSTMA, found to be operating inadequately, the Property Owner will be notified in writing of the deficiencies. If the Property Owner does not make the necessary corrections within 45 days of the date of the notice, all credits may be revoked. Failure to receive this notice doesn't delay or extend the time to correct these deficiencies. If Property Owner fails to submit annual reporting documentation by deadline listed above credits may be revoked.

## Credit Renewal

Following the date of expiration of the Township's MS4 Permit (March 1, 2023), the Credit Policy will be reevaluated. All Credits expire March 1, 2023 (the "Credit Period"), unless otherwise determined by the Authority. Credits can be renewed. A Credit Renewal Application may be mailed, emailed, or personally delivered to Codes Department. In order to maintain Credits from one period to the next, Credit Renewal Applications must be submitted at least 75 days prior to the end of the Credit Period. Failure to timely submit a Credit Renewal Application may result in expiration of Credits.

Credit Renewal Applications will be reviewed by LSTMA within 60 days of submission. The Property Owner will be notified in writing whether or not Credits have been renewed, and will have 60 days to resubmit rejected Credit Renewal Applications before their application is terminated. Upon approval of a Credit Renewal Application, a Property Owner will receive a letter along with a Renewed Credit Agreement that must be signed and returned to LSTMA within 60 days. Failure to return the fully executed Credit Agreement in a timely fashion will result in the termination of issued Credits. The signed Renewed Credit Agreement must be returned at least 15 days before the next billing period to ensure that the renewed Credits will be applied.

The following documentation must be submitted for a renewal application to be reviewed.

1. An original Completed and signed Credit Renewal Application form.
2. Current (taken 1 month or less before submission) clear and detailed photographs of the site sufficient to show layout, inlets, outlets, etc.
3. A copy of the BMP maintenance log for the previous three (3) years.
4. Certification by a Pennsylvania licensed engineer that the BMP is in proper working order (this certification is not required for Low Impact Parcel Credits, or Education Credits).
5. \$25 Credit Renewal Application fee.

## Appeals

An Impervious Area assessment and Stormwater Management Fee assessment may be appealed. Note that review of the Impervious Area may cause the assigned estimate to increase as a result of the appeal.

### Appeal of Impervious Area Assessment

If a Property Owner feels that their Impervious Area estimate is incorrect they may appeal it. Appeal Applications are attached hereto as Appendix E, is available online at the LSTMA website, and at the LSTMA office. There is a \$25 appeal fee that must accompany all Appeal Applications; however this fee shall be waived for Appeal Applications submitted before the end of 2020. Appeal Applications and supporting documentation may be mailed, emailed or personally delivered to the Codes Department. Within 60 days of being received, LSTMA will contact the Property Owner with information about the status of the Appeal Application as well as instructions about how to proceed. Questions about a Property Owner's Impervious Area assessment can be made by contacting staff at the LSTMA office during regular business hours.

# LSTMA

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## Appendix A – Credit Application



### Credit Application Instructions

1. This form is provided to LSTMA stormwater customers who believe they qualify for an approved Stormwater Credit. Customers should review the LSTMA Credit Policy Manual for eligibility requirements for Credits.
2. Please fill out all sections of the form, except for the last section marked "For LSTMA Use Only". Please fill out all applicable sections on pages 1 and 2 related to the Credits you are applying for.
3. 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:	Lower Swatara Township Municipal Authority 1499 Spring Garden Dr., Middletown, PA 17057
Please email completed form to:	<a href="mailto:MS4@lowerswatara.org">MS4@lowerswatara.org</a>
Please personally deliver to:	Lower Swatara Township Codes Department

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

### Attached Documents

The following documentation must be submitted for an application to be reviewed:

- 1 Completed and signed credit application form and renewal application form (if applicable).
2. Photographs of the site showing the BMP, including layout, inlets, outlets, etc. within 60 days of application submission/resubmittal.
3. A copy of the operation and maintenance plan for the BMP.
4. For existing BMPs, a record of maintenance undertaken since installation shall be provided.
5. \$50 Application fee (waived for applications submitted before August 31, 2021)
6. LSTMA may require for the following additional documentation to be submitted:
  - a. Design documentation, as-built or construction drawings, and an engineering analysis from a professional engineer.
  - b. For existing BMPs, certification by a professional engineer that the BMP is in proper working order.
  - c. Other documentation as may be required at the request of the Authority.

**\*Please review the LSTMA Stormwater Management Program Credit Policy Manual before applying\***

<input type="checkbox"/> Credit Application	<input type="checkbox"/> Renewal Credit Application
Select the Credit(s) being applied for if known (check applicable boxes):	
<input type="checkbox"/> Peak Rate/Volume Control Structural BMP	<input type="checkbox"/> Education Credit
<input type="checkbox"/> Low Impact Parcel	<input type="checkbox"/> Stormwater Partnership Credit

### Customer Information

Owner's Name: \_\_\_\_\_

Alternate Contact Name: \_\_\_\_\_

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

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

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

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

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

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

### 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 attach any supporting information.

---

### Additional Credits

If you are applying for any additional Credits, LSTMA will contact you to discuss the details of the Credit after you submit Page 1 of the application.

---

### Confirmation of Credit Conditions and LSTMA Access Rights

I, (please print name) \_\_\_\_\_ agree to all conditions of the Credits I have applied for as outlined in the Lower Swatara Township Municipal Authority *Stormwater Management Program Credit Policy Manual*. Additionally, I agree that Lower Swatara Township Municipal Authority may, at reasonable times, enter my property to inspect the condition or operation of BMPs. I also understand my obligations to any conditions listed in all Operation and Maintenance Agreements that are in existence for this property with the Township of Lower Swatara or LSTMA.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

### FOR LSTMA USE ONLY

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

# LSTMA

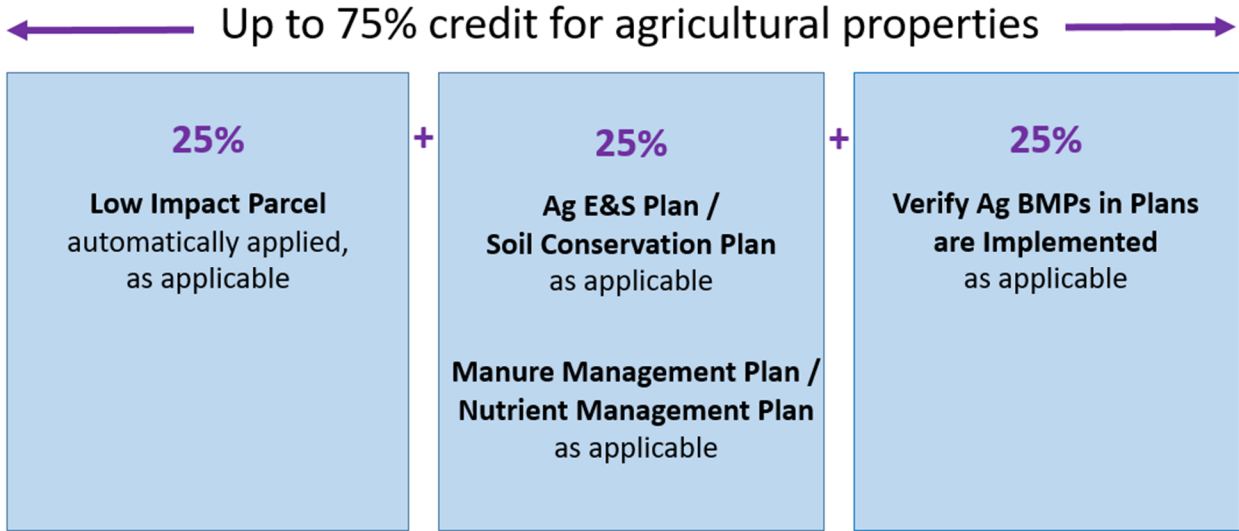
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## Appendix B – Stormwater Partnership Credit Opportunity for Agricultural Use Properties

# LSTMA

## Stormwater Partnership Credit Opportunity for Agricultural Use Properties

Lower Swatara Township has established a standard for a credit opportunity that pertains to Best Management Practices (BMPs) that are utilized on agriculturally-used properties (those with a County Land Use code of L07 Farm Land Unimproved or L08 Farm Land with Buildings). Through the Stormwater Partnership Credit, agricultural property owners can apply for applicable credits to reduce their monthly bill for Stormwater Fees by up to 75%. This process combines the Low Impact Parcel Credit with two additional stages of credits available under a Stormwater Partnership Credit. Currently, all Non-Single-Family-Residential (Non-SFR) properties that have under 10% total impervious automatically receive a 25% credit through the Low Impact Parcel Credit. An additional 25% Credit will be granted for properties that provide documentation of applicable water quality plans listed below. Property owners will receive another additional 25% credit when installed BMPs are as described in the Plans, as verified by the Township or their designee.



To receive the agricultural BMPs credit, a maintenance agreement will need to be signed. If you have additional questions or would like to discuss this opportunity further, please contact the MS4 Coordinator at [MS4@lowerswatara.org](mailto:MS4@lowerswatara.org) or 717-939-9377.

### Agricultural Use Credit Application Instructions

1. This form is provided to Stormwater Management customers whose County Land Use code is L07 Farm Land Unimproved or L08 Farm Land with Buildings who believe they qualify for an approved agricultural use Stormwater Partnership Credit. Customers should review the Credit Manual for eligibility requirements for Credits.
2. Please fill out all sections of the form, except for the last section marked "For LSTMA Use Only". Please fill out all applicable sections on pages 1 and 2 related to the Credits you are applying for.
3. Please note that any submitted documentation will not be returned to the customer.

Please mail completed form to:	Lower Swatara Township Municipal Authority 1499 Spring Garden Dr., Middletown, PA 17057
Please email completed form to:	<a href="mailto:MS4@lowerswatara.org">MS4@lowerswatara.org</a>
Please personally deliver to:	Lower Swatara Township Codes Department

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

### Attached Documents

The following documentation must be submitted for an application to be reviewed:

1. Completed and signed credit application form.
2. Copy of manure management, nutrient management, ag E&S, and/or soil conservation plan, where applicable.
3. Upon application review, LSTMA may require that additional documentation be submitted. Upon approval, a notarized Maintenance Agreement will be required (see Appendix C).

Please review the two flow charts and check applicable box of credit(s) being applied for

<input checked="" type="checkbox"/> <b>Low Impact Parcel Credit</b> – automatically applied, as applicable	25% credit
<b>Nutrient Management</b> – check one box	
<input type="checkbox"/> Manure Management Plan – not required	25% credit
<input type="checkbox"/> Manure Management Plan – copy of plan accompanies application	
<input type="checkbox"/> Nutrient Management Plan – copy of plan with Conservation District approval accompanies application	
<b>Soil Conservation</b> – check one box	
<input type="checkbox"/> Soil Conservation/Ag E&S Plan – not required	25% credit
<input type="checkbox"/> Ag E&S Plan – copy of plan with Conservation District approval accompanies application	
<input type="checkbox"/> Soil Conservation – copy of plan with NRCS approval accompanies application	
<b>BMP Verification</b> – check one box	
<input type="checkbox"/> Plan Implementation – request verification inspection	25% credit

Owner's Name: \_\_\_\_\_

Alternate Contact Name: \_\_\_\_\_

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

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

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

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

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

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

# LSTMA Stormwater Credit Application Form (Cont.)

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## Confirmation of Credit Conditions and LSTMA Access Rights

I, (please print name) \_\_\_\_\_ agree to all conditions of the Credits I have applied for as outlined in the Lower Swatara Township Municipal Authority *Stormwater Management Program Credit Policy Manual*. Additionally, I agree that Lower Swatara Township Municipal Authority may, at reasonable times, enter my property to inspect the condition or operation of BMPs. I also understand my obligations to any conditions listed in all Operation and Maintenance Agreements that are in existence for this property with the Township of Lower Swatara or LSTMA.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

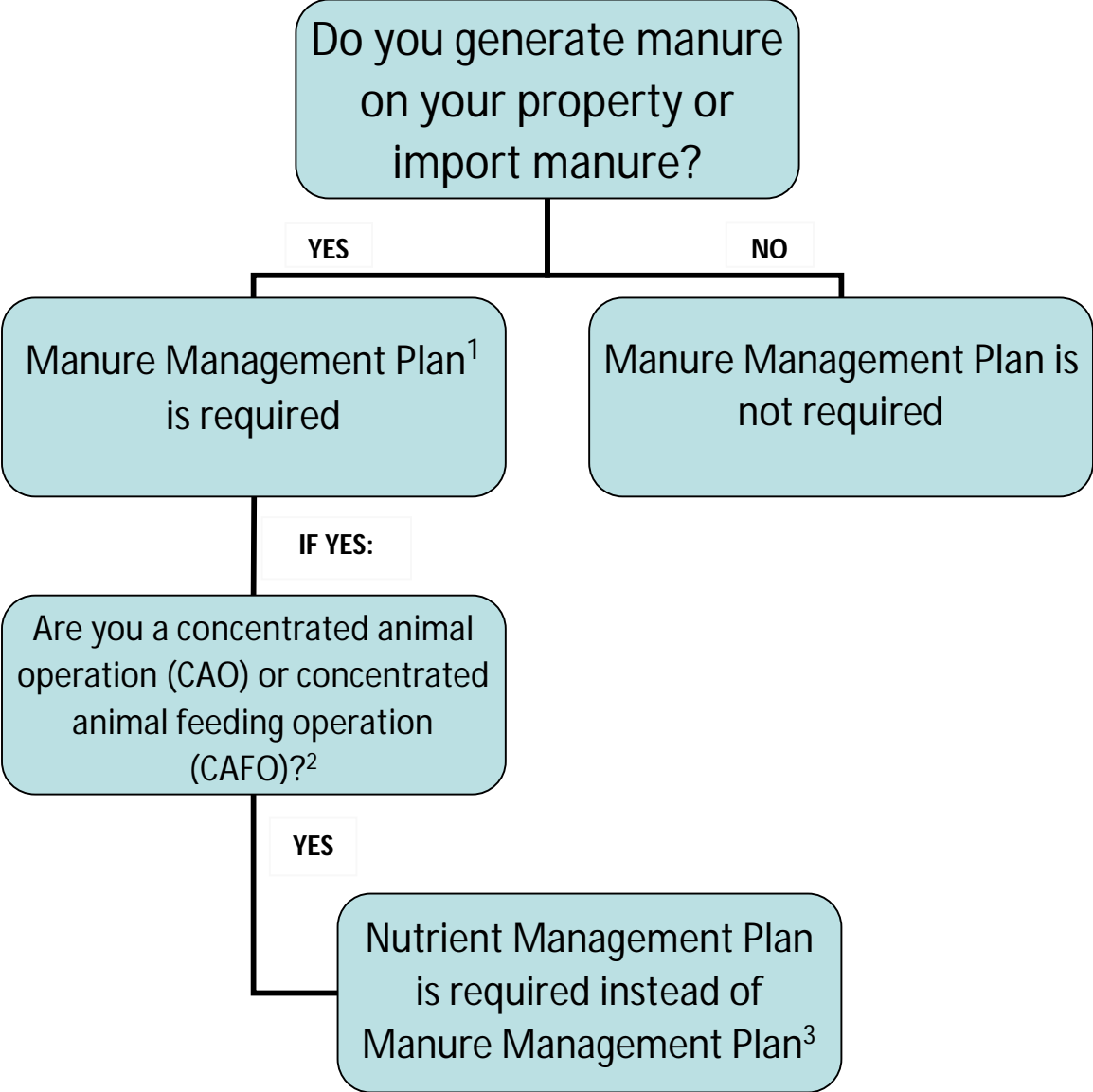
---

### FOR LSTMA USE ONLY

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

# LSTMA

## What is my Nutrient Management credit eligibility?



<sup>1</sup> Manure Management Plan: do not need to be written by a certified specialist (farmer can develop the plan themselves according to Manure Management Plan standards). Provide plan to LSTMA for stormwater fee savings.

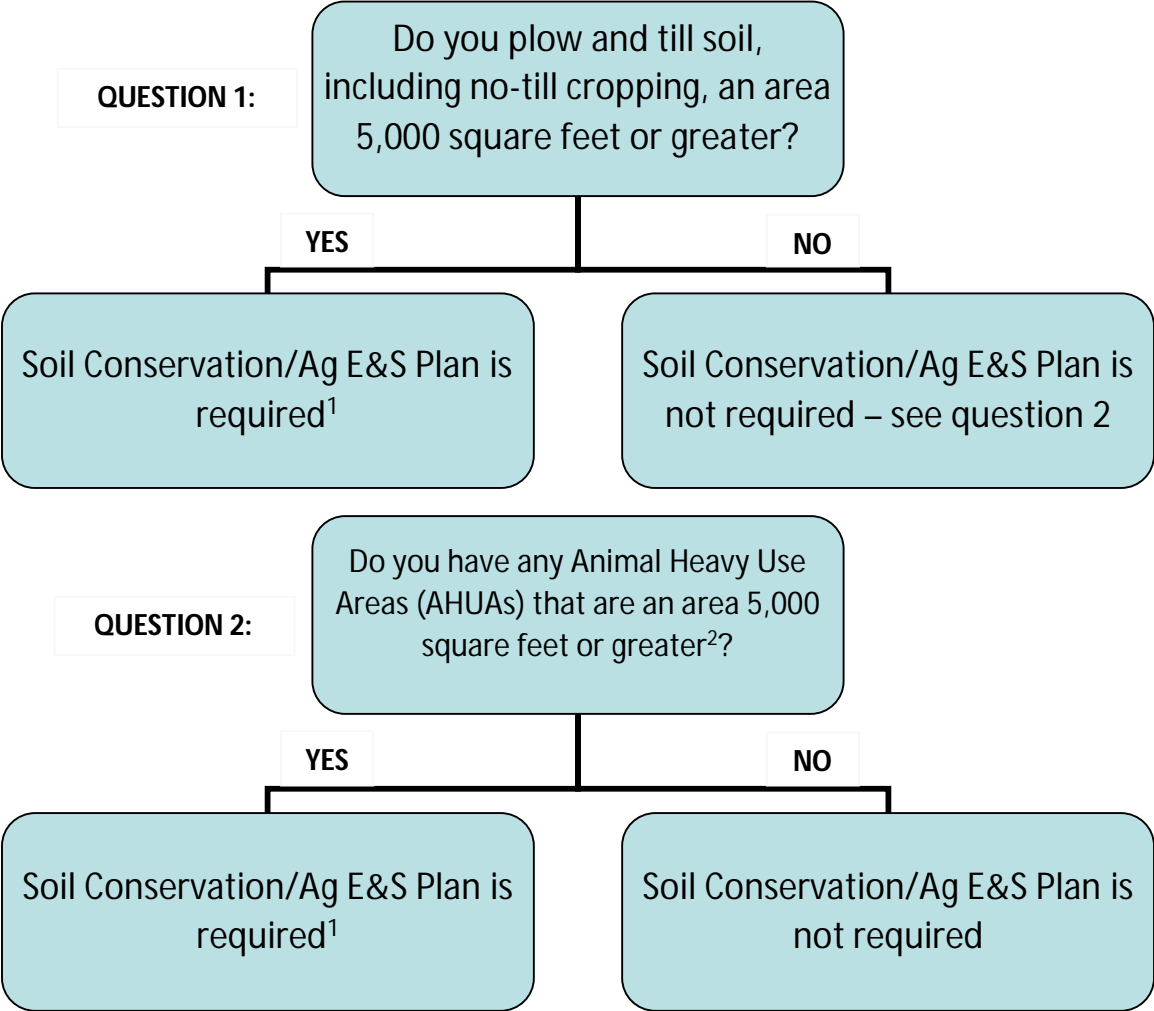
<sup>2</sup> CAO = farms with more than 2,000-lbs. of animals per acre of cropland; CAFO = farm with more than 700 cows, 2,500 hogs, 500 horses, 82,000 layers, 125,000 broilers or 1,000,000-lbs. or live weight of animals (combined animals) or more than 300,000-lbs. of animals and a CAO

<sup>3</sup> Nutrient Management Plan: written by a certified nutrient management specialist to meet Nutrient Management Act 38 standards and approved by the Dauphin County Conservation District. Provide the plan and evidence of plan approval to LSTMA for stormwater fee savings.

Note: Flow chart modified from PSU Extension example: <https://extension.psu.edu/programs/nutrient-management/manure/understanding/what-type-of-plan-do-you-need-for-your-farm>

# LSTMA

## What is my Soil Conservation eligibility?



**If answers to both questions are “no,” customer receives 25% credit without providing a plan.**

<sup>1</sup> Soil Conservation Plan: written by a qualified specialist to meet USDA-NRCS requirements. Provide the plan and evidence of NRCS plan acceptance to LSTMA for stormwater fee savings.

Ag E&S Plan: written by a qualified specialist to meet Chapter 102 regulations and approved by the Dauphin County Conservation District. Provide the plan and evidence of plan approval to LSTMA for stormwater fee savings.

<sup>2</sup> (Is it muddy where your animals spend time outdoors?) AHUA = barnyard, feedlot, loafing area, exercise lot or other similar area on agricultural operations where, due to the concentration of animals, it is not possible to establish and maintain vegetative cover of a density capable of minimizing accelerated erosion and sedimentation by usual planting methods.

Note: Flow chart modified from PSU Extension example: <https://extension.psu.edu/programs/nutrient-management/manure/overview-of-deps-manure-management-manual/the-basics-of-agricultural-erosion-and-sedimentation-requirements>



# LSTMA

## Ag Credit FAQ's

1. I am interested in these credits but my farm plans are out of date, or I don't have any.  
DEP has a grant reimbursement program that provides money back when an applicant spends money on developing the plans that are right for them. The new registration deadline is April 1, 2021. Reference DEP's website for more information:  
<https://www.dep.pa.gov/Business/Water/Pennsylvania%e2%80%99s%20Chesapeake%20Bay%20Program%20Office/agriculture/Pages/Funding-Programs.aspx>  
  
References for plan writers\*:
  - i. USDA-NRCS: Carlisle, PA – 717-249-1037
  - ii. Northeast Land Management, LLC: Carlisle, PA – 717-991-1095
  - iii. TeamAg Inc.: Ephrata, PA – 717-721-6795
  - iv. Rosetree Consulting: Shillington, PA – 610-396-7101
  - v. AET Ag Consulting: Lititz/Thomasville, PA – 717-625-2218/717-792-1274
  - vi. Red Barn Consulting: Lancaster, PA – 717-393-2176
2. If I'm in the process of getting plans in place for my farm, can I receive stormwater fee savings now?  
No, farms that have plans in place are eligible for credit. However, where a complete credit application is approved by Township staff, credits will be retroactively applied to the period during which the complete submission was made.
3. I need a manure management plan and/or a soil conservation/ag E&S plan. Is that something I can write on my own?  
Potentially yes. Contact the Dauphin County Conservation District office to see if training will be offered soon.
4. I need a nutrient management plan. Is that something I can write on my own?  
Likely no because it needs certification. See Item 1.b for a few potential plan writers.
5. My farm is preserved; do I automatically receive stormwater fee savings?  
No, but preserved farms, may already have the plans in place and have BMPs in place, which could make the owner eligible for the maximum reduction. To confirm eligibility, submit the requested documentation with the application.
6. I'm in the process of implementing my multi-year plan but not all BMPs are in place. Am I eligible for full stormwater fee savings under BMP verification?  
Potentially yes, if the BMP installation completed to date is on schedule, the farm will receive full credit for BMP verification (25% savings). To continue receiving the credit, the farm needs to be compliant with the plan and the schedule it contains for BMPs.

\* LSTMA does not promote or endorse any of these service providers. Their contact information is provided as a courtesy, and the applicant is responsible for verifying their qualifications for the service.

## Appendix C – Maintenance Agreement Form

Owner's Name: \_\_\_\_\_

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

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

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

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

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

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

**THIS AGREEMENT**, is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, (hereinafter the "Landowner"), and the Lower Swatara Township Municipal Authority ("LSTMA");

**WITNESSETH**

**WHEREAS**, the Landowner is the owner of a certain real property in the Township of Lower Swatara, recorded by deed in the land records of Dauphin County, Pennsylvania, Deed Book \_\_\_\_ at Page \_\_\_\_ and identified by Uniform Parcel Identification Number(s) (UPI) \_\_\_\_\_ (hereinafter "Property").

**WHEREAS**, the Landowner installed certain Best Management Practices to manage stormwater impacts associated with the Property (herein the "Facilities"); and

**WHEREAS**, the LSTMA and the Landowner, for itself and its administrators, executors, successors, heirs, and assigns, agree that the health, safety, and welfare of the residents of the Township of Lower Swatara and the protection and maintenance of water quality require that stormwater practices and conveyances be properly constructed and maintained on the Property; and

**WHEREAS**, the LSTMA requires that stormwater practices be adequately operated and maintained by the Landowner and assigns.

**NOW, THEREFORE**, intending to be legally bound, the parties, agree as follows:

1. The recitals above are incorporated herein as terms of this agreement as if fully set forth below.
2. The Landowner shall operate and maintain the Facilities in good working order in accordance with the specified operation and maintenance procedures for the duration of the approved Credit period.
3. The Landowner agrees to be bound by all specifications, policies and procedures set forth in the LSTMA Stormwater Credit Policy Manual, the Township of Lower Swatara stormwater ordinance, and all documents referenced therein.
4. The Landowner hereby grants permission to the LSTMA, its authorized agents and employees to enter upon the Property, at reasonable times and upon presentation of proper credentials,

# LSTMA

- to inspect the Facilities periodically at the discretion of the LSTMA. Except in the event of emergency, the LSTMA shall notify the Landowner prior to entering the property.
5. The Landowner shall annually inspect the Facilities and submit a written inspection report to LSTMA within thirty (3) days of inspection. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the Facilities, and all appurtenant berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
  6. The Landowner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Facilities without the prior written approval of the LSTMA.
  7. The Landowner shall undertake necessary repairs and replacement of the Facilities at the direction of the LSTMA or in accordance with the recommendations of a professional engineer.
  8. In the event the Landowner fails to operate and maintain the Facilities as required under the terms of this Agreement, LSTMA may, in LSTMA's sole discretion revoke any or all Credits.
  9. It is the intent of this Agreement to ensure the proper maintenance of the Facilities by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by stormwater runoff.
  10. The Landowner, its executors, administrators, heirs, successors and assigns, hereby releases LSTMA and its officers, directors, agents and employees from any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against LSTMA regarding the construction, , existence, operation, maintenance, or repair of the Facilities.
  11. Binding Obligations. The signors of this Agreement represent and warrant that each of them have full power and authority to enter into this Agreement and have been duly authorized to do so by appropriate action of each of their governing authorities; and this Agreement, constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms.
  12. Illegality. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
  13. Changes in Writing. No modification, amendment or waiver of any provision of this Agreement nor consent to any departure by the any party therefrom, will in any event be effective unless the same is in writing and signed by LSTMA, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the any party hereto in any case will entitle the such party to any other or further notice or demand in the same, similar or other circumstance.
  14. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
  15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns. This Agreement may be assigned at any time by LSTMA, and shall be binding upon the successive owners of the Property.

# LSTMA

- 16. Governing Law; Venue. This Agreement will be deemed to be made in the Commonwealth of Pennsylvania. This Agreement will be interpreted, and the rights and liabilities of the parties hereto determined in accordance with the laws of the Commonwealth of Pennsylvania. Venue in any dispute arising hereunder shall lie in the courts having jurisdiction in Dauphin County, Pennsylvania. Notwithstanding the foregoing, nothing herein shall prohibit the parties from engaging in an alternate form of dispute resolution as they may agree.
- 17. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Signatures transmitted via facsimile or e-mail shall have the same binding effect as original signatures.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Dauphin County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity. Landowner shall bear the burden of the recording of this agreement and the cost thereof. The Landowner shall provide the Township with proof of the recording of this agreement.

---

Lower Swatara Township Municipal Authority

BY: \_\_\_\_\_

LANDOWNER:

\_\_\_\_\_

Date:

\_\_\_\_\_

ATTEST:

County of Dauphin  
Commonwealth of Pennsylvania

I, \_\_\_\_\_ a Notary Public in and for the County and Commonwealth aforesaid, whose commission expires on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that \_\_\_\_\_ signed to the foregoing Agreement bearing date of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me in my said County and Commonwealth.

GIVEN UNDER MY HAND THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(SEAL)

# LSTMA

## Appendix D – Pre-Application Meeting Request Form

### Pre-Application Meeting Request Instructions

1. This form is provided to LSTMA stormwater customers who desire to install a new BMP or retrofit an existing BMP to become eligible for LSTMA Stormwater Credit. Customers should review the LSTMA Credit Policy Manual for eligibility requirements for Credits.
2. Please fill out all sections on the form, except for the last section marked "For LSTMA Use Only".
3. Please mail completed form to:  

Lower Swatara Township Municipal Authority  
1499 Spring Garden Dr, Middletown, PA 17057
4. A LSTMA representative will contact the Landowner within 60 days of receipt of the completed form.

Please Mark All That Apply

- I want to install a new BMP
- I want to retrofit an existing BMP
- I want to discuss a BMP easement
- I have an idea for a project that might qualify for the Stormwater Partnership Credit
- Other: \_\_\_\_\_

### Customer Information

Owner's Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Alt. Phone Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Parcel ID (if known): \_\_\_\_\_

### FOR LSTMA USE ONLY

Date Received: _____	Reviewer: _____
Date Reviewed: _____	Meeting Date or Other Action Taken: _____ _____ _____ _____

## Appendix E – Appeal Application



# LSTMA Appeal Form

### Appeal Instructions

1. This form is provided to LSTMA 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 do not own.
2. Please fill out all sections on the form, except for the last section marked "For LSTMA Use Only".
3. 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:  
 Lower Swatara Township Municipal Authority  
 1499 Spring Garden Dr, Middletown, PA 17057
4. A LSTMA representative will review the Appeal Form within 60 days of receipt of the completed form.
5. Approved adjustments will be applied to the current stormwater bill and all future billings.

### Attached Documents

The following documentation must be submitted for an appeal and reassessment application to be reviewed:

1. Completed and signed appeal and reassessment application form.
2. \$25 application fee.

### Appeal Information

Appeal Type:  IA Estimate or  Ownership  
 Property Type:  Residential or  Non- Residential  
 Reassessment IA Estimate (optional): \_\_\_\_\_ square feet

### Customer Information

Owner's Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Alt. Phone Number: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 Parcel Number: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Account Number: \_\_\_\_\_

Please provide a brief description as to why you believe this appeal or reassessment is necessary:  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### FOR LSTMA USE ONLY

Date Received: _____	Appeal Result: _____
Date Reviewed: _____	Reviewer: _____