

**North Middleton Township, Pennsylvania**

**Stormwater Utility Credit Manual**

**August 20, 2020**

## 1. Introduction

The intent of this manual is to outline the credit policy and procedures for customers of North Middleton Township's Stormwater Utility. In addition to describing those activities which may be used to qualify for a credit, the manual outlines the administrative and technical basis for determining the extent of the credit.

## 2. Disclaimer

By submitting a Stormwater Credit Application pursuant to this Stormwater Credit Manual, the property owner acknowledges and agrees that 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.

## 3. Definitions

The following definitions are applicable throughout the credit manual and shall have the meanings provided below. If not defined, the terms utilized in this manual shall have the meaning associated with current Township standards for stormwater management and design unless the context clearly indicates otherwise.

**Credit** – A stormwater fee reduction that a property owner may receive for implementing and complying with the practices and policies within this Manual.

**Credit Applicant** – The person or entity financially responsible for the stormwater fee associated with a given account and the stormwater facility or property to be credited.

**Credit Application** – The North Middleton Township Stormwater Credit Application that is attached hereto and must be submitted to obtain any credits described in this Manual.

**Equivalent Residential Unit (ERU)** – A measure of impervious area that is the median average impervious coverage of single family detached dwelling units in North Middleton Township as determined by North Middleton Township and established by resolution from time to time.

**Impervious Area (IA)** – An area that prevents or impedes infiltration of water into the ground. Impervious areas include, but are not limited to, roofs, outdoor living spaces, patios, garages, storage sheds and similar structures, parking or driveway areas, and any private streets and sidewalks. Any travel areas initially proposed to be gravel or crushed stone shall be assumed to be impervious areas.

**Stormwater** – Rainfall runoff, snowmelt runoff, surface runoff and general drainage related to a precipitation event.

**Stormwater Service Fee** – The periodic service charge imposed by North Middleton Township to a customer pursuant to Article X of the Township's stormwater management ordinance as established by resolution from time to time, for providing the stormwater management services and stormwater management systems and facilities, which fees shall be used only for the purpose of funding North Middleton Township's Stormwater

Utility's costs of providing stormwater management services and stormwater management systems and facilities.

**Stormwater Management Ordinance** – The Township's stormwater management ordinance.

**Stormwater System** – The Township stormwater system consists of all of the physical components and attributes of the drainage system within the Township that manages and conveys stormwater including but not limited to pipes, conduits, drains, inlets, culverts, basins, ditches, creeks, public streets, and rights-of-way.

**Stormwater Utility** – The department of North Middleton Township responsible for providing stormwater management services in North Middleton Township.

**Township** – North Middleton Township.

**Township Standards** – The North Middleton Township rules, policies, procedures, regulations, and ordinances that govern water quality and quantity including but not limited to the Subdivision and Land Development Ordinance, the Zoning Ordinance, and the provisions of this Chapter with all procedures, rules, regulations, and policies pertaining thereto as these may be updated or amended from time to time.

## **4. Policies and Procedures**

While it is the intent of the Township to maintain policies and procedures to extend stormwater fee credits to applicants subject to the provisions included in this manual, should stormwater regulations change such that the conditions of the stormwater credit policies and procedures are no longer valid or significantly altered, the Township reserves the right to reduce or eliminate the credits available.

### **4.1 Eligibility**

An applicant is eligible to receive a stormwater fee credit if that applicant receives a bill for stormwater service provided by the Township at a minimum of 1.0 ERUs. Accounts with past-due balances are not eligible to apply for stormwater fee credits.

### **4.2 Term**

Stormwater fee credits are provided for a period of three years. In order to continue to receive the credit in future years, the recipient is required to resubmit the Stormwater Credit Application every three years. It is the responsibility of the recipient to renew the Stormwater Credit Application to the Township and to do so in a manner that ensures that the credit remains continuous.

### **4.3 Inspections**

The Township reserves the right to inspect parcels receiving a credit at any time. If the field inspection proves that any of the documentation submitted for renewal of the credit is not accurate, then the credit will be forfeited and the customer must repay the Township in the form of a surcharge the amount of credit received during the period for which the Township determines the parcel was out of compliance. Inspections will be performed at the discretion of the Township.

## 4.4 Enforcement

Inspections are the primary methods employed to monitor credits. Failure to maintain parcels receiving credit in strict compliance with Township standards will result in the loss of the credit and possible surcharge to recapture improper credits.

## 4.5 Application of Credits

For those stormwater credit applications received (and subsequently approved), the credits will be applied to the applicant's account for the next billing period following approval.

## 5. Qualifying Individual Credits

The options eligible for receipt of an individual stormwater fee credit are as follows:

### Maximum Credit Amount

Credit Type	Maximum Credit
Infiltration Practices (Infiltration Basins, Rain Gardens and Trenches)	50%
Dry Extended Detention Basins	25%
Wet Ponds or Constructed Wetlands	25%
Vegetated Open Channels	25%
Permeable Pavement	50%

Each credit may be approved up to the maximum per-credit value indicated; however, the actual per-credit value approved is at the discretion of the Township and may not match the maximum amount. The maximum combined credit available is 50% of the Stormwater Service Fee, regardless of the number of credits for which the property is eligible.

### 5.1 Infiltration Practices

An impoundment that stores and infiltrates runoff over a level, uncompacted, and preferably undisturbed area with relatively permeable soils. The impoundment may be above ground (e.g.. basin) or below ground (e.g.. rock trench).

### 5.2 Dry Extended Detention Basins

An impoundment that temporarily stores runoff and releases it slowly via surface flow or pipe discharge following storms. Dry Extended Detention basins are designed to dry out quickly between storm events, in contrast with infiltration practices BMPs (which contain standing water between 24 hours and 72 hours after a storm) and wet ponds (which contain standing water permanently).

### 5.3 Wet Ponds or Constructed Wetlands

Wet ponds are stormwater basins that include a substantial permanent pool for water quality treatment and additional capacity above the permanent pool for temporary runoff storage. Constructed Wetlands are shallow marsh systems planted with emergent vegetation that are designed to treat stormwater runoff.

## **5.4 Vegetated Open Channels**

Open channels are practices that convey stormwater runoff and provide treatment as the water is conveyed, includes bioswales. Runoff passes through either vegetation in the channel, subsoil matrix, and/or is infiltrated into the underlying soils.

## **5.5 Permeable Pavement**

A permeable surface course underlain by a uniformly graded stone bed which provides temporary storage for peak rate control and promotes infiltration. The surface course may consist of porous asphalt, porous concrete, or various porous structural pavers laid on uncompacted soil.

## **6. Stormwater Credit Application**

To receive the stormwater fee credit, the applicant must submit a Stormwater Credit Application which demonstrates compliance with the stormwater management facilities or property characteristics as detailed in this manual.

The following process should be followed to submit a Stormwater Credit Application:

1. Download the current Stormwater Credit Application form from the Township's website or obtain the form from Township's offices.
2. Prepare the Stormwater Credit Application form.
3. Attach any supporting documentation.
4. Obtain appropriate signatures where applicable.
5. Submit the form and attachments to the address on the Stormwater Credit Application.

## **7. Maintenance Policies**

All who receive credits will be required to sign a Maintenance Agreement, substantially in the form attached to this document, which references an Operations and Maintenance Plan outlining any and all maintenance that will be required to continually qualify. The basic minimum maintenance requirements that should be listed in an Operation and Maintenance Plan are, but not limited to:

- Sediment shall be removed when approximately 30% of storage volume of the facility is filled.
- Any sinkholes shall be repaired.
- Trash shall be removed.
- No woody vegetation shall be allowed to grow on embankments unless called for in the facility's design.
- Debris shall be removed from the inlet, outlet, and any other structures that have the potential to clog. All systems should be checked at minimum 4 times per year and within 48 hours after any major rain events of >1".
- Documentation of inspections must be submitted by July 1st of each year.
- Provide previous year's maintenance log must be submitted by July 1st of each year.

- Control structures shall remain unaltered, intact, and functioning as originally designed.
- See Pennsylvania Stormwater BMP Manual for system specific inspection details.

The Township has the right to inspect all systems to ensure they are working properly. If a system is found to be operating inadequately, the property owner will be notified in writing of the deficiencies. If the property owner does not make the necessary corrections within 45 days, any and all credits may be revoked. If the property owner fails to submit annual reporting documentation by the deadline listed above, credits may be revoked.

## **8. Two-tiered Appeal Process**

There shall exist a two-tiered appeal process for property owners to appeal one of the following:

- a. A Stormwater Service Fee invoice;
- b. A Stormwater Service Fee exemption determination; or
- c. A Stormwater Service Fee credit determination.

The first tier shall be an administrative appeal to the Stormwater Utility Administrator. Interested property owners shall complete and submit, to the Stormwater Utility Administrator, the Stormwater Utility Administrative Appeal Form attached hereto. Interested property owners shall comply with all instructions contained in the Administrative Appeal Form. Within sixty (60) days of receipt of the Administrative Appeal Form, the Stormwater Utility Administrator shall make a written determination regarding the administrative appeal, and provide the interested property owner with the written determination by mail.

In the event, a property owner desires to appeal the determination made by the Stormwater Utility Administrator, the property owner shall request, in writing, an appeal hearing before the Board of Supervisors, and shall remit to the Township the appeal fee as set forth by the Board of Supervisors by resolution. In the event of an appeal to the Board of Supervisors, the Stormwater Utility Administrator shall ensure that the full record of the administrative appeal is available for the relevant Board of Supervisors appeal hearing. The appealing property owner will be invited to attend the Board of Supervisors appeal hearing and give testimony in support of the appeal to the Board of Supervisors. Within twenty (20) days of the date of the appeal hearing before the Board of Supervisors, the Board of Supervisors shall render a written decision on the appeal, and provide the same to the appealing property owner by mail.

**NORTH MIDDLETON TOWNSHIP STORMWATER UTILITY  
STORMWATER CREDIT APPLICATION**

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**Application Information**

Owner/Applicant Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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**Service Location Information**

Account Number: \_\_\_\_\_ Parcel Identification Number (PIN): \_\_\_\_\_

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

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**Credit Review Information**

Credit Application Status:      New Application      Credit Renewal

If credit renewal, date of approval of last credit application: \_\_\_\_\_

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**Credit Type** *check type(s) of credit being applied*

- Infiltration Practices (Infiltration Basins and Trenches) (up to 50%)
- Dry Extended Detention Basins (up to 25%)
- Wet Ponds or Constructed Wetlands (up to 25%)
- Vegetated Open Channels (up to 25%)
- Permeable Pavement (up to 50%)

***Attach any supporting documentation as separate sheets. Include available drawings, sketches and/or plans.***

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**Enclosures**

Stormwater Management Facility Maintenance Checklist:    Enclosed    Not Enclosed

Stormwater Credit Maintenance Agreement:    Enclosed    Not Enclosed    Previously Submitted

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**Certifications**

I certify that all statements made in this application are true, complete and correct to the best of my knowledge. I further acknowledge that any or all information provided by me is subject to verification and hereby authorize the North Middleton Township to conduct any investigation or site visit of my property as needed.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

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**Credit Application Form Submittal**

Mail or deliver forms and support documentation to: North Middleton Township  
Attention: Stormwater Utility Administrator  
2051 Spring Road  
Carlisle, PA 17013

Credits will be reviewed by the Stormwater Administrator, and a response will be mailed to the address indicated in the first section of this form. Please allow 30 days from the delivery date for a reply to any credit application.

# NORTH MIDDLETON TOWNSHIP STORMWATER MANAGEMENT FACILITY MAINTENANCE INSPECTION CHECKLIST

**Check One:**

- Infiltration Practices (Infiltration Basins, Rain Gardens and Trenches)       Dry Extended Basins  
 Wet Ponds and Constructed Wetlands       Vegetated Open Channels       Permeable Pavement

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

BMP Description/Location: \_\_\_\_\_

Inspector (Print Name and Sign) \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

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

Site Conditions: \_\_\_\_\_

**Inspection Rating System:**

- 1 = Satisfactory Issues – Well maintained, no action required.  
 2 = Moderate Issues – Monitor maintenance and/or additional monitoring needed.  
 3 = Severe Issues – Immediate need for repair or replacement.

**For All BMPs, answer questions A through I**

INSPECTION ITEMS	Rating			Comments/Corrective Actions Needed
	1 Satisfactory	2* Moderate	3* Severe	
A. The condition of vegetation along the surface of the infiltration BMP, dry extended detention basin or vegetated open channel (satisfactory if has been maintained in good condition, without any bare spots)	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> N/A
B. Evidence of erosion (satisfactory if no evidence of erosion)	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> N/A
C. Condition of structural components (i.e. inlet / outlet)	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> N/A
D. Underdrain system (if equipped, satisfactory if not broken/clogged)	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> N/A
E. Have catch basins and inlets (upgradient of infiltration basin) been inspected and cleaned at least two (2) times per year?		<input type="checkbox"/> Yes	<input type="checkbox"/> No*	<input type="checkbox"/> N/A
F. Have vehicles been parked or driven on an infiltration BMP, dry extended detention basin or vegetated open channel or has an excessive compaction been caused by mowers?		<input type="checkbox"/> Yes*	<input type="checkbox"/> No	<input type="checkbox"/> N/A
G. Has standing water been observed within the infiltration BMP or dry extended detention basin, 72 hours after a rainfall event?		<input type="checkbox"/> Yes*	<input type="checkbox"/> No	<input type="checkbox"/> N/A
H. Is there accumulated trash and/or sediment?		<input type="checkbox"/> Yes*	<input type="checkbox"/> No	<input type="checkbox"/> N/A
I. Have there been complaints from residents?		<input type="checkbox"/> Yes*	<input type="checkbox"/> No	<input type="checkbox"/> N/A

**Additionally, For Wet Ponds and Constructed Wetlands BMP, answer questions J through L**

INSPECTION ITEMS	Rating			Comments/Corrective Actions Needed
	1 Satisfactory	2* Moderate	3* Severe	
J. Evidence of flow channelization (satisfactory if no evidence of channelization)	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	
K. The condition of the embankment (satisfactory if bank is stable and without low points)	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	

**NOTE TO INSPECTOR: DO NOT** enter any confined spaces unless OSHA regulations are followed.





# STORMWATER CREDIT MAINTENANCE AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, (hereinafter the “Landowner”), and North Middleton Township, a Pennsylvania municipal corporation existing under the laws of the Commonwealth of Pennsylvania, with a principal address of 2051 Spring Road, Carlisle, Pennsylvania 17013 (the “Township”);

## WITNESSETH;

**WHEREAS**, the Landowner is the owner of a certain real property in the Township, which has been assessed a Stormwater Service Fee, located at \_\_\_\_\_ recorded by deed in the land records of Cumberland County, Pennsylvania, Deed Book \_\_\_\_ at Page \_\_\_\_ and identified by Parcel Identification (ID) Number(s) \_\_\_\_\_ (hereinafter the “Property”);

**WHEREAS**, the Landowner has installed or agrees to install, certain Best Management Practices to manage stormwater impacts associated with the Property (“BMPs”), as more specifically depicted and described in the Operation of Maintenance Plan (the “Plan”) attached hereto and incorporated herein as Exhibit “A”;

**WHEREAS**, the Township 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 and the protection and maintenance of water quality require that stormwater practices and conveyances be properly constructed and maintained on the Property;

**WHEREAS**, the Township, through the implementation of the Plan, requires that the BMPs, as designed in the Plan, be adequately operated and maintained by the Landowner, in order for the Landowner to obtain and maintain a credit against the Landowner’s stormwater service fee.

**NOW, THEREFORE**, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Landowner, its successors and assigns, shall operate and maintain all stormwater management facilities and BMPs on the Property as shown on the Plan in good working order in accordance with the specific maintenance requirements noted on the Plan for the duration of the approved credit period.
2. The Landowner, its successors and assigns, agrees to all specifications made by the Township's Credit Manual, the Stormwater Management Ordinance of the Township, applicable PADEP requirements, and any documents referenced by the previously mentioned.
3. The Landowner, its successors and assigns, hereby grants permission to the Township, its authorized agents, and employees to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the stormwater management facilities and BMPs periodically in the discretion of the Township. Whenever possible, the Township shall notify the Owner prior to entering the property.
4. The Landowner, its successors and assigns, shall inspect the stormwater management facilities and BMPs and submit annual an inspection report to the Township no later than **June 30<sup>th</sup>** of each year. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, plantings, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
5. The Landowner, its successors and assigns, shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater management facility or BMPs except in accordance with written approval of the Township.
6. The Landowner, its successors and assigns, shall undertake necessary repairs and replacement of the stormwater management facility or BMPs at the direction of the Township or in accordance with the recommendations of a Pennsylvania Licensed Professional Engineer.
7. In the event the Landowner, his successors and assigns, fails to operate and maintain the stormwater management facility or BMPs as specified in the Plan, or otherwise fails to uphold its obligations under this Agreement, the Township reserves the right to revoke any credits awarded by the stormwater credit system.

8. It is the intent of this agreement to ensure the proper maintenance of the stormwater management facilities or BMPs by the Landowner, its successors and assigns; 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.
9. The Landowner, its successors and assigns, shall indemnify and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the construction, presence, existence or maintenance of the stormwater management facilities or BMPs by the Landowner, its successors and assigns.
10. This Agreement shall be recorded among the land records of Cumberland 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 interest, in perpetuity.

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**ATTEST:**

Witness the following signatures and seals:

(SEAL)

North Middleton Township

\_\_\_\_\_

\_\_\_\_\_

By:

Its:

Landowner

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

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# Stormwater Utility Administrative Appeal Form

## Appeals Instructions

2. This form is provided for customers who desire to appeal:
  - a. A Stormwater Service Fee invoice;
  - b. A Stormwater Service Fee exemption determination; or
  - c. A Stormwater Service Fee credit determination.
3. Please fill out all sections on the form, except for the last section marked "For Township Use Only".
4. 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:

North Middleton Township  
Attn: Stormwater Utility Administrator  
2051 Spring Road, Carlisle, PA 17013
5. A Township representative will review and decide the Administrative Appeal Form within sixty (60) days of receipt of the completed form.
6. Approved adjustments will be applied to the current stormwater bill and all future billings.
7. In the event, you are dissatisfied with the determination made by the Stormwater Utility Administrator and desire to appeal his determination to the Board of Supervisors, please contact the Township for instructions.

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## Appeal Information

Type of appeal (see Paragraph 1(a-c) above): \_\_\_\_\_

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## Customer Information

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

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

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

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

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

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

Please provide a brief description as to why this change is necessary:

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

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**FOR TOWNSHIP USE ONLY**

Date Received: _____	Appeal: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
Date Reviewed: _____	Change to be Made: _____
Date of Application: _____	Reviewer: _____