

**RATES, RULES, AND REGULATIONS
for the
REGIONAL STORMWATER MANAGEMENT
PROGRAM
of
LYCOMING COUNTY WATER AND SEWER
AUTHORITY**



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**ARTICLE I
DEFINITIONS**

- A. 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 Lycoming County Water and Sewer Authority (“LCWSA” or “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 Regional Stormwater Management Program shall be as follows: Authority – The Lycoming County Water and Sewer Authority.
- B. 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. BMPs include activities, facilities, designs, measures, or procedures used to manage Stormwater impacts from regulated activities, to meet state water quality requirements, to promote groundwater recharge, and to otherwise meet the purposes of the Stormwater Management Program. Stormwater BMPs are commonly grouped into one of two broad categories or measures: "nonstructural" or "structural". "Nonstructural" BMPs are measures referred to as operational and/or behavior-related practices that attempt to minimize the contact of pollutants with Stormwater runoff whereas "structural" BMPs are measures that consist of physical devices or practices that are installed to capture and treat Stormwater runoff. structural BMPs as defined herein may include, but are not limited to, a wide variety of practices and devices, from large-scale wet 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.
- C. Boroughs – Refers to the Boroughs of South Williamsport and/or Duboistown of Lycoming County, Pennsylvania, municipal subdivisions of the Commonwealth of Pennsylvania.
- D. Credit - A Stormwater Management Program Fee reduction that a Property Owner or Right of Way User receives for implementing and complying with the practices and policies contained in these Rates, Rules and Regulations, and Authority related Credit Policy. The Credit Policy is included as Article XIV herein.
- E. Credit Application – The LCWSA 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.
- F. Credit and Appeal Process (“CAP”) - 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 Users 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 Regional Stormwater Management System assets.

- G. Developed Property – A Property, parcel, lot, or premise that contains Impervious Surface equal to or greater than 400 square feet (“SF”). The definition of Developed Property expressly excludes public roads.
- H. Duboistown – The Borough of Duboistown of Lycoming County, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania.
- I. Impervious Surface/Impervious Area (“IA”) – A surface that prevents the infiltration of water into the ground. Impervious surface (or area) includes, but is not limited to, roofs, additional outdoor living spaces, patios, garages, storage sheds and similar structures, paved parking or driveway areas, and private streets and sidewalks. Any surface areas initially proposed to be gravel or crushed stone shall be assumed to be Impervious Areas.
- J. Inlet – A surface connection to a closed drain. A structure at the conversion end of a conduit. The upstream end of any structure through which water may flow.
- K. Inspection Report – The periodic inspection report(s) required by these Rates, Rules, and Regulations.
- L. Lycoming County Water and Sewer Authority (“LCWSA” or “Authority”) – The Lycoming County Water and Sewer Authority, a Pennsylvania municipal authority organized and existing under the Pennsylvania Municipality Authorities Act, or its designee.
- M. MS4 – Municipal Separate Storm Sewer System. A separate storm sewer (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, 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 Publicly Owned Treatment Works (“POTW”).
- N. 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 the Pennsylvania 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.

- O. 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 Regional Stormwater Management Program improvements and Replacement Costs to the Regional Stormwater Management System.
- P. Operation and Maintenance Agreement – An agreement pertaining to the Operation and Maintenance of Stormwater Management BMPs as described in these Rates, Rules, and Regulations.
- Q. Outlet – Points of water disposal from a stream, river, lake, tidewater, or artificial drain.
- R. Owner – Any person, firm, corporation, individual, partnership, trust, company, association, government agency, society or group owning real Property in either the Borough of Duboistown or the Borough of South Williamsport.
- S. PADEP – Pennsylvania Department of Environmental Protection.
- T. Pennsylvania Stormwater Best Management Practices Manual – The most recent version of the Pennsylvania Stormwater Best Management Practices Manual.
- U. Property – Each lot, parcel, building or portion thereof, and/or area of land, parcel, lot, or premise defined (such as a right of way/easement) with the distinct and separate benefit of a specific entity whether with or without a Tax Identification Number located within either of the Boroughs and utilizing the Regional Stormwater Management System.
- V. Regional Stormwater Management System – The public system of collection and conveyance, including underground pipes, conduits, mains, Inlets, culverts, catch basins, gutters, ditches, manholes, outfalls, 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 contained in either or both the Boroughs of Duboistown and/or South Williamsport.
- W. Replacement Costs – The associated costs of obtaining and installing equipment, infrastructure, accessories, or appurtenances which are necessary during the service life of the Regional 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.

- X. South Williamsport – The Borough of South Williamsport, Lycoming County, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania.
- Y. Stormwater – Stormwater is any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation (i.e. rain, snow, snow melt) or other natural sources of runoff that enter the Regional Stormwater Management System.
- Z. 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.
- AA. Stormwater Main – A principal pipe in the Regional Stormwater Management System, to collect and transport Stormwater.
- BB. 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. Keep equipment and facilities, including Best Management Practices, functioning satisfactorily and economically;
 - c. Administer the Stormwater Management Program, including regulatory compliance; and
 - d. Improve the Regional Stormwater Management System.
- CC. Stormwater Management Ordinance – The Stormwater Management Ordinances of the Boroughs.
- DD. Stormwater Management Program (“SMP”) –the Stormwater Management Program is the regional collaboration of the Borough of South Williamsport, the Borough of Duboistown and Lycoming County Water and Sewer Authority to share in costs associated with compliance with Stormwater regulations and comprehensively address Stormwater infrastructure within the Boroughs.
- EE. Structural BMPs – Structural BMPs control the rate, volume, and water quality of Stormwater generated on a Property. Structural BMPs are those BMPs and design standards detailed in the Pennsylvania Stormwater BMP Manual. 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.

- FF. Tax Identification Number (TXID) – A discrete identification number for each lot, parcel, building or other structure taxed within either the Borough of Duboistown or the Borough of South Williamsport.
- GG. User – Any person, firm, corporation, individual, partnership, company, association, government agency, society or group using, benefiting from or being served by the public Regional Stormwater Management System.
- HH. User Fee - Funds assessed, imposed and to be collected from each Developed Property which uses, benefits from, or is serviced by the Regional Stormwater Management System, or discharges Stormwater, directly or indirectly, into the Regional Stormwater Management System for the use of such system and the service rendered by, and improvement of, such system. The term User Fee may also be referred to a Stormwater Management Program Fee or Stormwater Utility Fee.
- II. Water Quality Benefit - Increasing surface water runoff quality as outlined in the Pennsylvania Stormwater BMP Manual or as defined in the PA MS4 guidelines; whichever are more restrictive.

**ARTICLE II
CONNECTIONS TO THE SYSTEM**

- 2.1. It shall be unlawful for any Owner of Property within the Boroughs to establish a physical connection to the Regional Stormwater Management System, except as provided for herein or under any other applicable Rules, Regulations, Ordinance or specifications of either the Borough of Duboistown or the Borough of South Williamsport, whichever is applicable for the Property.
- 2.2. Properties that are physically connected to the Stormwater Management System as of July 1, 2020, 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 Regional Stormwater Management System. No person shall make or cause to be made any connection with the Regional Stormwater Management System until they have fulfilled all of the following conditions and procedures:
 - 2.3.1. Any Owner desiring to connect to the Regional Stormwater Management System must first make a written application for a permit at least two (2) weeks before the service is required to the applicable Borough(s). No work of any nature shall commence before the issuance of an applicable 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 from time to time by the applicable agency.
- 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 Regional Stormwater Management System shall conform in all respects to the specifications of the Authority and the Boroughs.
- 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 operating condition to receive such service. The Borough of Duboistown, the Borough of South Williamsport, or 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 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 vault without written approval of the applicable agency.
- 2.7. Notwithstanding any other provisions to the contrary, the applicable Borough shall at all times reserve the right to withhold the issuance of any permit for connection to the Regional Stormwater Management System until the Owner provides collateral or security as the applicable Borough 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 Regional Stormwater Management System shall be responsible for all direct and indirect costs associated with

providing said connection including the cost of excavating the Stormwater 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 Regional Stormwater Management Program, including its Operation and Maintenance, repair, replacement, and improvement of said Regional Stormwater Management System and all other expenses, User Fees are imposed upon each and every Developed Property, building or portion thereof that is connected with, uses, is serviced by or is benefited by the Regional 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 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 on each and every Property, lot, parcel of land, building or premise that contains Impervious Area greater than or equal to 400 SF.
- 3.3. The User Fee has been established by a duly adopted resolution of LCWSA. 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 LCWSA, be amended from time-to-time by appropriate resolution of LCWSA 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 Properties that use, are served, or are benefited by the Regional Stormwater Management System, either directly or indirectly. The User Fees fixed and established by these Rates, Rules and Regulations shall be effective to all Developed Properties that use, are served, or are benefited by the Regional Stormwater Management System existing as of the effective date of these Rates, Rules and Regulations, and shall be effective to all other Developed Properties thereof that use, are served or benefitted by the Regional 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 and billed by the Authority or its authorized agent on a monthly basis. Such assessments shall be due and payable twenty (20) days from the first day of each month for which the bill is rendered. The monthly billing dates shall be on or about the 1st of each month.
 - 4.2.1. Bills Due and Payable
 - 4.2.1.1. Charges for SMP User Fees shall be payable monthly, as designated by the Authority. If not paid by the twentieth (20th) day of the month for which the

service is rendered, a one-time penalty of ten (10) percent or a carrying charge on the outstanding balance of 1.5 percent per month shall be added, whichever is greater. The late penalty will be applied to an account on which the payment has been received after the twentieth (20th) of the month for which the service is rendered, as evidenced by the United State Postal Service postmark. SMP User Fee bills will be sent to the Owner of the Property to which service is provided. It is the responsibility of the Owner to provide LCWSA with a current and correct address, and to notify LCWSA in writing of any change of address.

4.2.1.2. Payments mailed, as evidenced by the United States Postal Service postmark, on or previous to the end of the period during which the bills are payable at face, will be deemed to be a payment within such period.

4.2.1.3. Nonpayment of SMP User Fees shall give rise to enforcement actions as specified in Section 4.4.

4.3. The Authority may review and update the User Fees fixed and established by these Rates, Rules and Regulations as deemed necessary.

4.4. 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 User Fees 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 a properly identified LCWSA, Borough of Duboistown, and/or Borough of South Williamsport 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, LCWSA staff finds the BMPs or conditions of the Operations and Maintenance Agreement out of compliance with either the Credit Application or operational requirements, the Owner will be notified in writing and given forty-five (45) days to correct the inaccuracy or non-compliance (“Notice of Non-Compliance”).

5.2. The Authority and/or its agents may, but are 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 Regional Stormwater Management System. Such acts may include repair and replacement to components of the Regional Stormwater Management System located on private Property when deemed necessary to protect the health, safety, and public welfare. The Authority nor the Boroughs assume any liability

for undertaking repairs pursuant to this Article.

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

- 6.1. No User connected to the Regional Stormwater Management System shall discharge or cause to be discharged into the Regional 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 Regional Stormwater Management System in any manner other than as provided for in these Rates, Rules, and Regulations and/or the Stormwater Management Ordinances and Illicit Discharge and Connection Ordinance of the Boroughs.
- 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 Regional Stormwater Management System and any public or private component of any potable water system or wastewater source; whereby, in the opinion of the Authority, Borough of Duboistown, and/or Borough of South Williamsport, 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 Regional Stormwater Management System in any manner other than allowed by these Rates, Rules, and Regulations, and/or the Stormwater Management Ordinances, Illicit Discharge and Connection Ordinance of the Boroughs, and all other applicable local resolutions or ordinances, is expressly prohibited.
- 7.2. The discharge of excessive amounts of Stormwater to the Regional Stormwater Management System is expressly prohibited. The Authority and the applicable Borough reserves the right to define the amount it deems excessive under the Borough Stormwater Ordinance.
- 7.3. The discharge of garbage or any form of waste to the Regional Stormwater Management System is expressly prohibited.
- 7.4. Users of the Regional 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 Rates, Rules, and Regulations

stated herein, and any Authority resolution or Borough ordinances, 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 Regional Stormwater Management System maintained and financed with User Fees. Nothing herein shall be deemed to imply that Developed Properties subject to charges shall always be free from flooding or flood damage, or that Stormwater or 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, the Borough of Duboistown, and/or the Borough of South Williamsport 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, the Borough of Duboistown, and/or the Borough of South Williamsport expressly reserve 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 including the Borough of Duboistown, and/or the Borough of South Williamsport arising out of any alleged failure or breach of duty with respect to the Regional Stormwater Management System.
- 8.3. The Authority will review annually and update the User Fees fixed and established by these Rates, Rules, and Regulations by resolution and make changes 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 and/or the Boroughs 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.

Property Owners may contact LCWSA to request the data used to calculate the Impervious Area (IA) and User Fee associated with their specific Property. The Property Owner or its agent must provide the Property Owner's Name, Property Physical Location/Service Address/Tax Identification Number, and Account Number, as part of the request.

- 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 an Owner believes that LCWSA'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 Owner's responsibility to demonstrate that LCWSA's calculation of IA is erroneous. Following submission of a *Stormwater Adjustment Appeal Form*, the Owner shall grant LCWSA permission to enter the Property at reasonable times and without unreasonable disruption, to inspect the Property to ensure that the information provided in the adjustment appeal accurately represents the current parcel conditions. There is a twenty-five (\$25.00) Dollar fee associated with submitting an adjustment appeal, in addition to any costs incurred in the preparation and submission of the adjustment appeal and all required appeal documentation. This fee or a portion thereof may be waived for applications submitted within six (6) months of the initial bill for the SMP User Fee or at the Authority's sole and exclusive discretion. The fee may be returned if the appeal results in a reduction in IA and an adjustment to the Tier designation.
- 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 of the Authority's receipt of a complete appeal application. The Authority reserves the right to request additional information. The information and documents provided in the appeal form must be satisfactory to the Authority. In some circumstances, the Authority may require a licensed surveyor or engineering report as part of the appeal form. 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. The Authority may at its sole and exclusive discretion, increase its determination of a User's IA, if information is obtained that indicates such an increase is necessary. If the Authority fails to respond within sixty (60) days, the appeal shall be deemed a denial. If the adjustment appeal results in a revised calculation of IA and Tier adjustment, then the User Fee will be corrected to reflect the revised IA determination and Tier for the next billing cycle.
- 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 Lycoming 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 Authority 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 Property'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 the Stormwater Management Program, the funds received from the collection of the User Fees authorized by this Resolution shall be deposited into the Authority's Stormwater Account, a fund dedicated to the operation and administration of the Regional Stormwater Management Program, and dedicated for compliance, Operation and Maintenance, repair, and capital improvement of the Regional Stormwater Management System as documented.

**ARTICLE XII
NO WARRANTY OR ACTION**

- 12.1. Nothing in this Resolution or in the design, operation or maintenance of the Regional Stormwater Management 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 and/or the Borough of Duboistown and the Borough of South Williamsport. 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 Rates, 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 Lycoming County, Pennsylvania.

ARTICLE XIV
STORMWATER MANAGEMENT PROGRAM CREDITS AND INCENTIVES

- 14.1. An integral component of the CAP includes implementation of a program to incentivize Property Owners within the Regional Stormwater Management System 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. A comprehensive 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 or unpaid SMP User Fees or Property related sewer User Fees on the account. Owners may apply for one or more Credits, and the Credits will be cumulative up to a maximum Credit of thirty percent (30%) of that Property's SMP User Fee. In no circumstance may a Credit or group of Credits reduce the applicable SMP Fee to an amount that is less than seventy percent (70%) of the SMP Fee for that Property, unless the Property meets the requirements otherwise specified herein (i.e. Stormwater Partnership Credit). Credit reduction is proportional to the IA that drains to the BMP.
- 14.3. It is the Property Owner's responsibility to apply for Credits and supply all of the necessary materials with the exception of Credits for Property, parsed out Credits and public BMP easement Credits.
 - 14.3.1. Property Owners with Low Impact Credits ("LIC") will be responsible for reviewing, completing, and signing a LIC Credit Application Letter only as prepared on their behalf by LCWSA.
- 14.4. Property Owners must submit the appropriate Credit Application along with any documentation required by LCWSA. All Developed Properties are potentially eligible for Credits; however, certain Credits are only available to certain categories of Properties in accordance with Table 1 contained in Appendix B hereto. Note that Credit availability may be modified by LCWSA from time-to-time by appropriate resolution and corresponding changes will be made to Appendix B hereto, to the extent practicable.

- 14.5. Certain Credits will require a pre-application meeting and/or a field review with LCWSA, and/or its agents. All Property Owners or their representatives interested in installing a new BMP or retrofitting an existing BMP should submit the Pre-Application Meeting Request Form, provided in Appendix E, to the LCWSA. LCWSA will contact the Owner to schedule a mutually agreeable meeting or provide notification if the specific installation does not necessitate a pre-application meeting.
- 14.6. Credit Applications, using the *Stormwater Management Program Fee Credit Application* (Appendix C), must be submitted to LCWSA along with any documentation required by the application. Properly submitted applications will be reviewed by the Authority within sixty (60) days of submission, unless extended for good cause shown. The applicant will be notified in writing whether or not the Credits applied for were approved. LCWSA reserves the right to request additional supporting information if the provided information does not clearly support the requested type or amount of Credit. LCWSA or its designee will review all plans, materials, and documentation related to the Credit Application for accuracy. There is a twenty-five (\$25) Dollar fee associated with submitting a Credit Application, unless otherwise specified herein. 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.
- 14.6.1. In addition, a two thousand (\$2,000) Dollar Escrow may be established for Tier 4 and 5 Properties (only) to cover professional services related to review and processing of the application. If at any time funds are drawn below five hundred (\$500) Dollars, 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.
- 14.7. LCWSA reserves the right to request additional supporting information if the provided information does not clearly support the requested type or amount of Credit. LCWSA 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 sixty (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 his obligations to make payments of User Fees that are assessed during the review process.

- 14.8. LCWSA 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 including any applicable fee or escrow amounts. If a response is not made within sixty (60) days, then the Credit Application will be deemed denied. An applicant may be granted an extension of time to respond, if LCWSA or its designee and the applicant mutually agree to said time extension. The written notification shall state the conditions of the issuance of the Credit and effective date of the Credit. If LCWSA 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.
- 14.9. If the Property Owner disagrees with LCWSA or its designee's decision, the Owner shall submit a request in writing to LCWSA, for a meeting to discuss such decision. LCWSA or its designee will notify the Property Owner as to the date and time of the meeting when the Credit Application will be considered.
- 14.10. Approved Credits will be valid until February 1, 2024, unless otherwise determined by the Authority. Following the date of expiration, the Credit Policy will be reevaluated. 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.
- 14.11. A Property Owner whose Credits are expiring must submit an application sixty (60) days prior to the expiration date in order to maintain such 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 sixty (60) days of the expiration date, 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 missed billing periods.
- 14.11.1. In the event of a change of ownership, the new Owner must reapply for Credits to verify the change in the Operation and Maintenance Agreement and the associated Credit requirements.
- 14.12. Upon written notice, LCWSA, in its sole discretion, may revoke any previously approved Credit for failure to meet Credit conditions or failure to meet minimum maintenance requirements. LCWSA 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 inaccuracies. The applicant must provide written documentation to LCWSA or its designee within sixty (60) days of the original notice that the inaccuracies have been corrected. If,

in the opinion of LCWSA or its designee, the inaccuracies are not satisfactorily corrected, the Credit currently applied to the Property will be terminated effective the following billing cycle.

14.13. All Developed Properties receiving Credits will be required to sign an Operations and Maintenance Agreement, substantially in the form attached as Appendix G, which references an Operations and Maintenance Plan outlining any and all maintenance that will be required to maintain the Credit.

14.14. If a Property has been granted a Credit for Structural BMPs, the Property Owner is required to submit to LCWSA or its designee an Inspection Report. If such reporting requirements are not met, then Credits will be suspended.

14.14.1. 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 LCWSA 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 LCWSA or its designee with documentation, to LCWSA'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.

14.15 LCWSA or its designee may enter at reasonable times any Property to inspect the condition or operation of BMPs. If, after its review or inspection, LCWSA 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 sixty (60) days to correct the inaccuracy or non-compliance ("Notice of Non-Compliance").

14.16 Within sixty (60) 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 BMP is in compliance with all application program requirements. If the issues in the Notice of Non-Compliance have not been corrected and the BMP is not in compliance as required by the Notice of Non-Compliance, or if the Property Owner fails to provide a response to LCWSA or its designees within the sixty (60) day period, the Credit will be suspended on the following billing cycle.

- 14.17 The Credit suspension will remain in effect for six (6) months, after which time the Property Owner may reapply for the Credit. The reapplication must include evidence satisfactory to LCWSA 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.
- 14.18 Credits are available for Structural BMP(s) that comply with the CAP, current requirements are set forth in the Stormwater Management Ordinance, and the Pennsylvania Stormwater Best Practices Manual. A list of Structural BMPs and the eligibility for Tiers are listed in Appendix B.
- 14.19 Structural BMP Credits are applicable to Properties with Structural BMPs that have a valid Operation and Maintenance Agreement and conform to the requirements of the applicable Borough's Stormwater Management Ordinance. If an existing BMP does not have a valid Operation and Maintenance Agreement, then the Credit applicant shall prepare and submit with the Credit Application an executed Operation and Maintenance Agreement prepared in accordance with the requirements of the Stormwater Management Ordinance and the CAP.
- 14.20 To apply for a Structural BMP Credit, Property Owners must submit information documenting that the BMP has been inspected by a professional engineer license in Pennsylvania. The inspection shall be a visual inspection to document that the BMP is operating in accordance with its intended function and identify any required BMP maintenance or repairs to allow it to remain in good operating condition. If information on the design standards and design of the BMP is not available, the applicant may contact LCWSA or its designee to determine to what extent the BMP may be eligible for a credit.

Structural BMPs that control the volume of Stormwater runoff from a parcel (e.g. infiltration basin) are eligible for the volume control credit. Examples of volume controls are included in the Pennsylvania Stormwater Best Practices Manual.

Structural BMPs that control the rate of Stormwater runoff from a parcel (e.g. constructed wetlands) are eligible for the rate control credit. Examples of rate controls are included in the Pennsylvania Stormwater Best Practices Manual.

Structural BMPs that improve the water quality of Stormwater runoff from a parcel (e.g. constructed wetlands) are eligible for the rate control credit. Examples of rate controls are included in the Pennsylvania Stormwater Best Practices Manual.

The maximum credit available for a Structural BMP is thirty percent (30%) of the Properties total User Fee and will be prorated to the amount of IA managed relative to total IA on site. The total credit amount will be based upon a case-by-case review of the proposed Structural BMP to determine compliance with the Pennsylvania Stormwater Best Management Practices Manual.

- 14.21 Low Impact Credit – A parcel may be considered for a Low Impact Credit if the total IA of the Property is less than or equal to ten percent (10%). If a parcel meets this requirement, a Low Impact Credit of thirty percent (30%) may be applicable to the Property.
- 14.22 A Stormwater Partnership Credit is available only for Tier 5 properties. The ultimate goal of the Stormwater Management Program and CAP policy is to improve local and regional water quality. In furtherance of the goals of the SMP program, Users are encouraged to propose other means to improve their Property and our communities through the use of innovative Stormwater technologies. If an Owner has an idea for a project that could result in additional Stormwater Credits, the Authority encourages the Owner to submit the project idea under the Stormwater Partnership Credit. Credit will be based upon a benefit analysis demonstrating an actual cost reduction to be realized by the Authority. Each Stormwater Partnership Credit Application will be reviewed on a case by case basis.
- 14.23 Separate MS4 Permit – A thirty percent (30%) maximum credit is available to properties that have been identified by the Pennsylvania DEP as required to obtain and comply with the terms of a non-municipal MS4 permit which includes implementation of a Chesapeake Bay Pollution Reduction Plan. To be eligible for the credit, the MS4 permit must be current and the permittee must be in compliance with the permit conditions. A copy of the MS4 permit together with copies of annual reports shall be submitted to LCWSA or its designee.
- 14.24 Property Parsed Out (“PPO”) Credit – LCWSA will apply the appropriate level of Credit to a Developed Property for the portion of Property which is not included in the loading calculations of the MS4/Chesapeake Bay Pollution Reduction load. The PPO credit will be reevaluated with each MS4 permit cycle or relevant regulatory change that impacts the loading calculations determined for the Boroughs’ compliance. Owners of properties with PPO credits may receive a letter from LCWSA containing the information and the SMP User Fee.
- 14.25 Public BMP Easement Credit - LCWSA will provide a credit to Owners who are granted permission from LCWSA to construct, operate, and maintain a Stormwater BMP on their Property. This credit is intended to be targeted toward projects that would be financially prohibitive for a Property Owner to complete on their own but is a viable project to achieve

and meet the goals of the SMP and MS4 permit requirements. Each Public BMP Easement credit will be determined on a case by case basis.

- 14.26 Property Owners may, at any time, submit an appeal form to LCWSA, if the Owner believes that the User Fee for their Property has been calculated incorrectly. The Property Owner shall submit a fully completed appeal form to LCWSA or its designee. When submitting an appeal form, Property Owners must include a detailed statement of the basis for such inquiry and documents supporting the Owner's assertions. LCWSA or its designee will review the appeal form and supporting materials within sixty (60) days of receipt of the completed appeal form and, if the appeal is approved, adjust the User Fee accordingly.
- 14.27 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 appeal 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 appeal was first filed and no further.
- 14.28 **DISCLAIMER** - By submitting a LCWSA Stormwater Management Program Fee Credit Application pursuant to the LCWSA 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. LCWSA 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 LCWSA, 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 Properties shall be charged an SMP User Fee consisting of an Impervious Area Unit or IAU rate.
- 1.2. For purposes of calculating the SMP Fee, Tiers have been established for where the basis of one IAU is two thousand four hundred eighty (2,480) square feet (“SF”)
- 1.3. Properties under 400 SF of IA are deemed de minimis to the Program and shall have no fee charged – referenced as Tier 0. All other Properties shall be charged a fee based upon the Tier into which each Property falls based upon its IA. The Tiers shall be as follows:

Tier	Tier Impervious Area (IA) Range in Square Foot (SF)	IAU (Impervious Area Unit or billed units)
0	0-399	No Charge (de minimis)
1	400 - 1,599	0.5
2	1,600 - 3,399	1
3	3,400 - 4,199	1.5
4	4,200 - 5,999	2
5	6,000 and greater	Calculated where 1 IAU = 2,480 SF*

1 IAU= 2,480 SF

Tier 5 will be calculated per each parcel IA (IA of parcel /2,480 SF = billable IAU)

All IAU will be rounded up to 0.5 IAU

- 1.4. The Regional Stormwater Management Program has two separate User Fee Rate Districts where the Rate Districts are determined by the municipality and the costs correlating to the level of service provided through the Regional Stormwater Management Program and the Stormwater Management System for that municipality.
 - a. Borough of South Williamsport (BSW) Rate District - Basis \$10 per IAU per month
 - 1.4.a.1. Tier 1 for Properties with IA of 400-1,599 SF - \$5
 - 1.4.a.2. Tier 2 for Properties with IA of 1,600 - 3,399 SF - \$10
 - 1.4.a.3. Tier 3 for Properties with IA of 3,400 - 4,199 SF - \$15
 - 1.4.a.4. Tier 4 for Properties with IA of 4,200 – 5,999 SF - \$20
 - 1.4.a.5. Tier 5
 - 1.4.a.5.1.1. Tier 5 formula = (total IAU/2,480 SF) x \$10.00 per month
 - b. Borough of Duboistown (DUB) Rate District - Basis \$15 per IAU per month
 - 1.4.b.1. Tier 1 for Properties with IA of 400-1,599 SF - \$7.50
 - 1.4.b.2. Tier 2 for Properties with IA of 1,600 - 3,399 SF - \$15
 - 1.4.b.3. Tier 3 for Properties with IA of 3,400 - 4,199 SF - \$22.50
 - 1.4.b.4. Tier 4 for Properties with IA of 4,200 – 5,999 SF - \$30
 - 1.4.b.4.1. Tier 5 formula = (total IAU/2,480 sf) x \$15.00 per
- 1.5. 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

Summary of Available Credits							
Eligible Property Type							
LCWSA Credit Code	Credit Description	Tier 1-2	Tier 3	Tier 4	Tier 5	Max Credit (%)	Application & Fee
A	Low Impact Credit (IA is <10% of Parcel Area)	X	X	X	X	30%	<i>LIC Letter only - no fee</i>
B	Property Parsed Out (PPO) Credit	X	X	X	X	TBD	No
C	Public BMP Easement Credit	X	X	X	X	TBD	No
D	Separate MS4 Permit***	X	X	X	X	30%	<i>Application required - no fee</i>
E	Structural BMP** - Peak Rate Control/Volume Control and Water Quality - <i>Possible BMPs along with Tiers eligibility are listed below</i>	X	X	X	X	30%	Yes
E-1	Dry Well Seepage Pit*	X	X	X	X		Yes
E-2	Rain Garden/Bioretenion Bed*	X	X	X	X		Yes
E-3	Vegetated Roof*	X	X	X	X		Yes
E-4	Runoff Capture and Reuse*	X	X	X	X		Yes
E-5	Pervious Pavement with Infiltration Bed*		X	X	X		Yes
E-6	Infiltration Basin, Subsurface Infiltration Bed*		X	X	X		Yes
E-7	Vegetated Swale*			X	X		Yes
E-8	Constructed Wetland*				X		Yes
E-9	Wet Pond/Retention Basin*				X		Yes
F	Stormwater Partnership Credit				X	TBD	Yes

* - Eligible Credit projects must meet the criteria & requirements of the Pennsylvania Stormwater BMP Manual.

** - Eligibility of other BMP's included in the Pennsylvania Stormwater BMP Manual may be considered under appropriate circumstances.

Credits expire at the end of the Boroughs' MS4 Permit Cycle. Eligibility may extend into the next permit cycle but is dependent on MS4 program requirements.

*** The only exception to expiration of the listed credits is #1 - Separate MS4 Permit Credits which expire at the end of the property owner's MS4 Permit Cycle.

Max Credit - the maximum credit is listed for each BMP that can be obtained for individual properties. Each application will be evaluated based on the amount of Stormwater captured into, on, through the proposed BMP to determine if all or only a portion of the Stormwater runoff from the property is included in the BMP.

**APPENDIX C – STORMWATER MANAGEMENT
PROGRAM FEE CREDIT APPLICATION**

Stormwater Credit Application Form

Credit Application Instructions

This form is provided to LCWSA Regional Stormwater Management Program Property Owners who believe they qualify for an approved Stormwater Credit. Property Owners should review the LCWSA 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 LCWSA Use Only". Please fill out all applicable sections on pages 2 and 3 related to the Credits you are applying for.

Additional information may be required to be submitted by a Property Owner. You may attach supporting documentation to the form. Please note that any submitted documentation will not be returned to the Property Owner. Please mail completed form to:

Lycoming County Water and Sewer Authority
380 Old Cement Road, PO Box 186
Montoursville, PA 17754

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

Attached Required Documentation

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

1. Completed and signed credit application form.
2. Photographs of the site showing layout, inlets, outlets, etc.
3. Owner's operation and maintenance plan.
4. Previous year's maintenance log. (Existing facilities only)
5. \$25 application fee.
6. Escrow deposit of \$2,000. (Tier 4 and 5 properties only.)
7. The Authority may require for the following additional documentation to be submitted:
 - a. Design documentation, as-built or construction drawings, and an engineering analysis from a Pennsylvania licensed professional engineer.
 - b. Documentation from a licensed engineer that the facility is in proper working order. (Existing facilities only)
 - c. Other documentation as may be required at the request of the Authority.

Please Mark All Credits That Apply

- | | |
|--|---|
| <input type="checkbox"/> Structural BMP | <input type="checkbox"/> Infiltration Basin/Subsurface Infiltration Bed |
| <input type="checkbox"/> Dry Well Seepage Pit | <input type="checkbox"/> Vegetated Swale |
| <input type="checkbox"/> Rain Garden/Bioretention Bed | <input type="checkbox"/> Constructed Wetland |
| <input type="checkbox"/> Vegetated Roof | <input type="checkbox"/> Wet Pond/Retention Basin |
| <input type="checkbox"/> Runoff Capture and Reuse | <input type="checkbox"/> Separate MS4 Permit |
| <input type="checkbox"/> Pervious Pavement with Infiltration Bed | <input type="checkbox"/> Stormwater Partnership Credit |

Property Owner Information

Name: _____ Date: _____

Email: _____ Telephone: _____

Account Number: _____ Parcel Number: _____

Billing Street Address: _____

Address Line 2: _____

City, State, Zip: _____

For LCWSA 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 Structural BMP

Please attached any and all required supporting information.

Additional Credits

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

- Stormwater Partnership Credit
- Separate MS4 Permit

Confirmation of Credit Conditions and LCWSA Access Rights

I, (please print name) _____ agree to all conditions of the Credits I have applied for as outlined in the LCWSA *Credits and Incentives Policy*. Additionally, I agree that LCWSA 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 LCWSA Regional Stormwater Management Program Property Owners who believe the Impervious Area (IA) calculation for their property is incorrect.

Property Owners should also use this form if it is believed that Stormwater fees have been assigned for a parcel they do not own.

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

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

Lycoming County Water and Sewer Authority
380 Old Cement Road, PO Box 186
Montoursville, PA 17754

A LCWSA representative will review the Stormwater Adjustment Appeal Form within ten (10) 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 Parcel/Property Boundary Ownership

For IA or Parcel/Property Boundary Appeals provide _____
reason for adjustment or provide specific information _____
as to what is being appealed _____
Property Owner IA Estimate (optional): _____

Property Owner Information

Name: _____ Date: _____

Email: _____ Telephone: _____

Account Number: _____ Parcel ID: _____

Billing Street Address: _____

Address Line 2: _____

City, State, Zip: _____

Additional Supporting Information: _____

For LCWSA 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 LCWSA Regional Stormwater Management Program Property Owners who want to install a new BMP or retrofit an existing BMP to become eligible for LCWSA Stormwater Credits.

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

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

Lycoming County Water and Sewer Authority
380 Old Cement Road, PO Box 186
Montoursville, PA 17754

A LCWSA 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
- Other: _____

Property Owner Information

Name: _____ Date: _____

Email: _____ Telephone: _____

Account Number: _____

Property Street Address: _____

Address Line 2: _____

City, State, Zip: _____

Parcel ID (if known): _____

For LCWSA Use Only

Date Received: _____ Date of Meeting: _____

LCWSA 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 LCWSA Regional Stormwater Management Program Property Owners 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 LCWSA Use Only".

Please mail completed form to:

Lycoming County Water and Sewer Authority
380 Old Cement Road, PO Box 186
Montoursville, PA 17754

A LCWSA representative will review the Application Form within ten (10) business days of receipt of the completed form.

Please Mark All Credits That Apply

- | | |
|--|---|
| <input type="checkbox"/> Structural BMP | <input type="checkbox"/> Infiltration Basin/Subsurface Infiltration Bed |
| <input type="checkbox"/> Dry Well Seepage Pit | <input type="checkbox"/> Vegetated Swale |
| <input type="checkbox"/> Rain Garden/Bioretention Bed | <input type="checkbox"/> Constructed Wetland |
| <input type="checkbox"/> Vegetated Roof | <input type="checkbox"/> Wet Pond/Retention Basin |
| <input type="checkbox"/> Runoff Capture and Reuse | <input type="checkbox"/> Separate MS4 Permit |
| <input type="checkbox"/> Pervious Pavement with Infiltration Bed | <input type="checkbox"/> Stormwater Partnership Credit |

Property Owner 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 *LCWSA Credits and Incentives Policy*. Additionally, I agree that LCWSA 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 LCWSA.

For LCWSA Use Only

Date Received: _____ Credit(s): Granted Denied

Date Reviewed: _____ Reviewer: _____

**APPENDIX G – OPERATION AND
MAINTENANCE AGREEMENT FOR CREDIT
APPROVED STORMWATER BMP**

Operation and Maintenance Agreement Form

Owner's Name: _____

Phone Number: _____ Alt. Phone Number: _____

E-mail: _____

Property Address: _____

Mailing Address: _____

Account Number: _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between _____, (hereinafter the "Landowner"), and the Lycoming County Water and Sewer Authority (the "Authority");

WITNESSETH;

WHEREAS, the Landowner is the owner of a certain real property in the Regional Stormwater Management Program service area, recorded by deed in the land records of Lycoming County, Pennsylvania, Deed Book ____ at Page ____ and identified by Tax Identification Number (TXID) or parcel identification number (ID) _____ (hereinafter the "Property"); and

WHEREAS, the Landowner installed certain Best Management Practices to manage Stormwater impacts associated with the Property; and

WHEREAS, the Lycoming County Water and Sewer Authority 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 _____ (the "Borough") 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 Authority, through the implementation of the Operation of Maintenance Plan (the "Plan"), requires that Stormwater practices as designed in said Plan be adequately operated and maintained by the Landowner.

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 owner shall operate and maintain the Stormwater facility 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 Owner agrees to all specifications made by the Authority's Stormwater Credit Policy Manual, the Stormwater Management Ordinance of the applicable Borough, applicable PADEP requirements, and any documents previously reference in the Rules, Rates, and Regulations.
3. The Owner hereby grants permission to the Authority and/or the applicable Borough, its authorized agents, and employees to enter upon the Property, at reasonable times and upon presentation of proper credentials, to inspect the Stormwater facilities periodically at the discretion of the Authority. Whenever possible, the Authority shall notify the Owner prior to entering the Property.

- 4. The Landowner, its successors and assigns, shall inspect the Stormwater Management/BMP facility and submit annual an inspection report to the Authority no later than **June 30th** 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 Owner shall not authorize, undertake or permit alteration, abandonment, modification, or discontinuation of the Stormwater facility except in accordance with written approval of the Authority.
- 6. The Owner shall undertake necessary repairs and replacement of the Stormwater facility at the direction of the Authority or in accordance with the recommendations of a Pennsylvania Licensed Professional Engineer.
- 7. In the event the Owner fails to operate and maintain the Stormwater facility as specified in the Plan, the Authority 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 facility or facilities by the Owner; 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 Owner, its executors, administrators, assigns, and other successors in interest, shall release the Authority from any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives for the construction, presence, existence, or maintenance of the Stormwater facility by the owner or the Authority.
- 10. Any assignment of this Agreement must first be approved by the Authority.

ATTEST:

Witness the following signatures and seals:
(SEAL)

For the Lycoming County Water and Sewer Authority

For the Owner:

Date:
