

**RATES, RULES, AND REGULATIONS  
FOR THE STORMWATER MANAGEMENT SYSTEM  
OF  
CAMP HILL BOROUGH MUNICIPAL AUTHORITY**

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Camp Hill Borough Municipal Authority  
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Camp Hill, PA 17011  
Phone: 717-737-3456

## **ARTICLE I DEFINITIONS**

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

- A. Authority – The Camp Hill Borough Municipal 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 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. Borough – The Borough of Camp Hill, Cumberland County, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania.
- D. Camp Hill – The Borough of Camp Hill, Cumberland County, Pennsylvania.
- E. Camp Hill Borough Municipal Authority (“CHBMA” or “Authority”) – The Camp Hill Borough Municipal Authority, a Pennsylvania municipal authority organized and existing under the Pennsylvania Municipality Authorities Act, or its designee.
- F. Credit - A Stormwater Management Program Fee reduction that a Property Owner receives for implementing and complying with the practices and policies contained in these Rates, Rules and Regulations, and any related Credit Policy. The Credit Policy is included as Article XIV herein.
- G. Credit Application – The CHBMA 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.

- H. Developed Parcel – A parcel altered from a natural state that contains Impervious Surface equal to or greater than 500 square feet. Excludes public roads, common area parcels (i.e. parcels without dwelling units) owned by homeowner associations, and land under initial development prior to issuance of a certificate of occupancy; however, a parcel undergoing initial development that does not receive a certificate of occupancy within three years from start of construction will be considered a Developed Parcel.
- I. Education Credit – The Education Credits described in Article XIV of these Rates, Rules and Regulations. The Education Credit consists of either a Tier One Education Credit or
- J. 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 indoor living spaces, patios, garages, storage sheds and similar structures, swimming pools, paved parking or driveway areas, and private streets and sidewalk. Any surface areas initially proposed to be gravel or crushed stone shall be assumed to be Impervious Areas.
- K. Inlet – A surface connection to a closed drain. A structure at the diversion end of a conduit. The upstream end of any structure through which water may flow.
- L. Inspection Report – The periodic inspection report(s) required by these Rates, Rules, and Regulations.
- M. MS4 – Municipal Separate Storm Sewer System. A separate storm sewer (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels or storm drains) which is all of the following:
- (i) Owned or operated by a State, city, town, borough, county, district, association or other public body (created by or under State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under section 208 of the Federal Act (33 U.S.C.A. § 1288) that discharges to surface waters of this Commonwealth.
  - (ii) Designed or used for collecting or conveying stormwater.
  - (iii) Not a combined sewer.
  - (iv) Not part of a POTW.
- 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 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 Authority’s improvements and Replacement to the 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 the Camp Hill Borough.
- S. PADEP – Pennsylvania Department of Environmental Protection.
- T. Parcel Identification Number (PIN) – A discrete identification number for each lot, parcel, building or other structure within Camp Hill.
- U. Peak Rate Control – A Credit that is applied for utilizing proper stormwater Rate Control techniques. Example: Detention tanks/basins with a controlled Outlet.
- V. Pennsylvania Stormwater Best Management Practices Manual – The most recent version of the Pennsylvania Stormwater Best Management Practices Manual.
- W. Property – Each lot, parcel, building or portion thereof, separately established by Parcel Identification Number on the tax rolls of the Borough of Camp Hill or Cumberland County.
- X. Rain Barrel Rebate – The rebate described in Article XIV of these Rates, Rules and Regulations.
- Y. Rate Control Credit – The Credit described in Article XIV of these Rates, Rules and Regulations.
- Z. Replacement – The associated costs of obtaining and installing equipment, infrastructure, accessories, or appurtenances which are necessary during the service life of the Stormwater Management System so as to maintain the capacity and performance for which said system was designed and constructed; shall include costs associated with improvements to the Stormwater Management System.
- AA. Stormwater – Stormwater is runoff water from all precipitation events, snowmelts or springs.
- BB. 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.

- CC. Stormwater Main – A principal pipe in the Stormwater Management System, owned and maintained by the Authority, to collect and transport stormwater.
- DD. Stormwater Management Costs – The associated public costs of equipment and facilities, energy, manpower, materials, property acquisition, transportation and services required to:
  - a. Avoid, reduce, manage, treat, collect, convey, detain, infiltrate, pump, and transport stormwater;
  - b. Provide flood protection;
  - c. Keep equipment and facilities, including best management practices, functioning satisfactorily and economically;
  - d. Administer the stormwater management program, including regulatory compliance; and
  - e. Improve the Authority’s Stormwater Management System.
- EE. Stormwater Management Ordinance – The Borough’s Stormwater Management Ordinance in the Borough’s Code of Ordinances.
- FF. Stormwater Fee Credit and Adjustment Policy (“SFCAP”) - The comprehensive program developed and implemented by the Authority to address stormwater issues, including, but not limited to, reductions in storm runoff rate and volume, improvements to water quality, compliance with state/federal regulatory permit (e.g. MS4 Permit) requirements, to provide detailed guidance and procedures to incentivize Borough residents and businesses to reduce their User Fee by undertaking and implementing approved activities that will reduce the rate and/or volume of stormwater runoff and/or reduce the pollutants in that runoff, and to provide for the satisfactory management of the Stormwater Management System assets.
- GG. Stormwater Management System – The public system of collection and conveyance, including underground pipes, conduits, mains, Inlets, culverts, catch basins, gutters, ditches, manholes, outfalls, dams, flood control structures, stormwater best management practices, channels, detention ponds, public streets, curbs, drains and all devices, appliances, appurtenances and facilities appurtenant thereto used for collecting, conducting, pumping, conveying, detaining, discharging and/or treating stormwater.
- HH. Structural BMPs – Structural BMPs include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands, to small-scale underground treatment systems, infiltration facilities, filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, and manufactured devices. Structural Stormwater BMPs are permanent appurtenances.
- II. Undeveloped Parcel – A parcel that does not meet the definition of Developed Parcel.

- JJ. User – Any person, firm, corporation, individual, partnership, company, association, government agency, society or group using, benefiting from or being served by the public Stormwater Management System.
- KK. User Fee - Funds assessed, imposed and to be collected from each SFR Property and Non-Residential Property by discrete PIN which uses, benefits from, or is serviced by the Stormwater Management System, or discharges Stormwater, directly or indirectly, into the Stormwater Management System for the use of such system and the service rendered by, and improvement of, such system.
- LL. Volume Control – A Credit that can be applied for utilizing proper stormwater volume control techniques as described in Section 14.13 of these Rules and Regulations. Example: Infiltration basins, filtration basins, rain gardens, etc.
- MM. 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 Borough to establish a physical connection to the Stormwater Management System, except as provided for herein or under any other applicable Rules, Regulations, Ordinance or specifications of the Authority. The Authority specifications are available at the Borough Building or website.
- 2.2. Developed Parcels that are physically connected to the Stormwater Management System as of January 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 Stormwater Management System. No person shall make or cause to be made any connection with the Stormwater Management System until they have fulfilled all of the following conditions and procedures:
  - 2.3.1. Any owner desiring to connect to the Stormwater Management System of the Authority must first make a written application for a permit at least two (2) weeks before the service is required. No work of any nature shall commence before the issuance of said permit.
  - 2.3.2. The application will state the Property’s address, the owner’s name, the reason that the connection is necessary, the proposed use of the Property, conveyance criteria

calculating anticipated stormwater flow, and the size of pipe, basins and any proposed appurtenances.

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

connection including the cost of excavating the main, making the actual connection and surface restoration.

### **ARTICLE III FEES**

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

### **ARTICLE IV BILLING AND COLLECTION**

- 4.1. Unless expressly excepted, the User Fees fixed and established by these Rates, Rules, and Regulations shall be effective as to all Developed Parcels that use, are served, or are benefited by the Authority's Stormwater Management System, either directly or indirectly. The User Fees fixed and established by these Rates, Rules and Regulations shall be effective to all Developed Parcels that use, are served, or are benefited by the Stormwater Management System existing as of the effective date of these Rates, Rules and Regulations, and shall be effective to all other Developed Parcels thereof that use, are served or benefitted by the Stormwater Management System subsequent to the effective date of these Rates, Rules and Regulations.
- 4.2. User Fees imposed by this Resolution shall be assessed and billed by the Authority or its authorized agent on a quarterly basis. Such assessments shall be due and payable 30 days from the first day of the quarter annual period for which the bill is rendered. The quarterly billing dates shall be on or about January 1, April 1, July 1, and October 1. The User Fees assessed and collected will not be subject to the proration or refund by the Authority in the event a Property is sold; provided, however that this sentence shall not bind a buyer and seller from making their own proration of any User Fees assessed hereunder.

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

**ARTICLE V  
RIGHT OF INSPECTION**

- 5.1. When applying for a Credit, the Owner agrees that properly identified CHBMA 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, CHBMA staff finds the BMPs or Operations and Maintenance Agreement out of compliance with either the Credit Application or operational requirements, the Owner will be notified in writing and given forty-five (45) days to correct the inaccuracy or non-compliance (“Notice of Non-Compliance”).
- 5.2. The Authority may, but is not required to, enter onto any Property to do all acts and things necessary or convenient for the promotion of its business and the general welfare of the Authority related to the Stormwater Management System. Such acts may include repair and Replacement to components of the Stormwater Management System located on private Property when deemed necessary to protect the health, safety, and public welfare. The Authority assumes no liability for undertaking repairs pursuant to this Article.

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

- 6.1. No User connected to the Stormwater Management System shall discharge or cause to be discharged into the Stormwater Management System any element or property of sewage, agricultural, industrial, or commercial waste, leachate, heated effluent, or any other matter that is not stormwater, whether originating at a point or nonpoint source.
- 6.2. No person shall connect, cause to be connected, or allow any other person to connect any building and/or Property or other source of water to the Stormwater Management System in any manner other than as provided for in these Rates, Rules, and Regulations.
- 6.3. No person shall make, or cause to be made, any cross connection between any pipe, fixture, or other appurtenance connected in any way to the Stormwater Management System and

any public or private component of any potable water system or wastewater source; whereby, in the opinion of the Authority, the potential exists for vacuum or back siphonage which could permit the co-mingling of sanitary wastes, Stormwater, and/or potable water.

**ARTICLE VII  
PROHIBITED WASTES**

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

**ARTICLE VIII  
GENERAL AND MISCELLANEOUS PROVISIONS**

- 8.1. The Authority may implement such administrative procedures necessary to implement the policies and requirements set forth in these Rates, Rules, and Regulations.
- 8.2. Floods from Stormwater may occur occasionally that exceed the capacity of the Stormwater Management System maintained and financed with User Fees. Nothing herein shall be deemed to imply that Developed Parcels subject to charges shall always be free from flooding or flood damage, or that all flood control projects to control Stormwater can provide complete protection from all flood and storm events. Nothing whatsoever in these Rates, Rules, and Regulations shall deem the Authority liable for any damages incurred from Stormwater or from adverse water quality. Nothing herein is intended to reduce the need or necessity for flood insurance, and the Authority expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon the Authority, its officers, employees, and/or agents arising out of any alleged failure or breach of duty with respect to the Authority's Stormwater Management System.
- 8.3. The Authority will review and update the User Fees fixed and established by these Rates, Rules, and Regulations by resolution every five years or sooner as deemed necessary.

- 8.4. If any section, clause, or other portion of these Rates, Rules, and Regulations is declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of these Rates, Rules, and Regulations as a whole or any other part hereof.
- 8.5. No agent or employee of the Authority shall have the right or authority to bind the Authority by any promise, agreement or representation contrary to the letter or intent of these Rates, Rules, and Regulations.

**ARTICLE IX  
APPEAL PROCEDURES**

- 9.1. Any owner who believes the provisions of these Rates, Rules and Regulations have been applied in error may appeal in the following manner and sequence.
- 9.2. An appeal of the rate and charge must be filed in writing with the Authority or its designee within thirty (30) days of the charge being mailed or delivered to the Property Owner. Any appeal must state the reasons for the appeal and be submitted using the forms provided by the Authority for such purpose. *See Appendix D.* If a customer believes that CHBMA's determination of the IA for their Property is erroneous, they may file an IA adjustment appeal. Please note, appeals are different from Credits. It is the customer's responsibility to demonstrate that CHBMA's calculation of IA is erroneous. Following submission of a *Stormwater Adjustment Appeal Form*, the customer shall grant CHBMA permission to enter the parcel at reasonable times and without unreasonable disruption, to inspect the parcel to ensure that the information provided in the adjustment appeal accurately represents the current parcel conditions. There is a \$25.00 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 is waived for applications submitted within 6 months of the initial bill for the SWP Fee.
- 9.3. Using information provided by the appellant, the Authority (or its designee) shall conduct a technical review of the conditions on the Property and respond to the appeal in writing within sixty (60) days. In response to an appeal, the Authority may adjust the User Fees applicable to the Property in accordance with the provisions of these Rates, Rules and Regulations. If the Authority fails to respond within sixty (60) days, the appeal shall be deemed a denial. If the adjustment appeal results in a revised calculation of IA, then the User Fee will be corrected to reflect the revised IA determination for the next billing cycle.
- 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 Cumberland County as permitted by law.

**ARTICLE X  
POLICIES AND PROCEDURES AUTHORIZED**

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

**ARTICLE XI  
STORMWATER REVENUE ACCOUNT**

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

**ARTICLE XII  
NO WARRANTY OR ACTION**

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

**ARTICLE XIII  
PENALTIES**

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

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

- 14.1. An integral component of the SFCAP includes implementation of a program to incentivize Borough residents and businesses to reduce their User Fee by undertaking and implementing approved activities that will reduce the rate and/or volume of Stormwater runoff and/or reduce the pollutants in that runoff. A comprehensive Stormwater Management Program Credits and Incentives Policy has been developed to provide detailed guidance and procedures on such activities.
- 14.2. To be eligible for a Credit, there must not be any outstanding or unpaid User Fees. Owners may apply for one or more Credits, and the Credits will be cumulative up to a maximum Credit of 30% of that Property's SMP Fee unless the Property meets the requirements of the Stormwater Partnership Credit. In no circumstance may a Credit or group of Credits reduce the applicable SMP Fee to an amount that is less than 70% of the SMP Fee for that Property, unless the Property meets the requirements of the Stormwater Partnership Credit. Credit reduction is proportional to the IA that drains to the BMP.
- 14.3. Property Owners must submit the appropriate Credit Application along with any documentation required by CHBMA. All Developed Parcels are potentially eligible for Credits; however, certain Credits are only available to certain categories of Owners in accordance with Table 1 contained in Appendix B hereto. Note that Credit availability may be modified by CHBMA from time-to-time by appropriate resolution and corresponding changes will be made to Appendix B hereto, to the extent practicable.
- 14.4. Certain Credits will require a pre-application meeting and/or a field review with CHBMA. All Owners 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 CHMBA. The CHMBA will contact the Owner to schedule a mutually agreeable meeting or provide notification if the specific installation does not necessitate a pre-application meeting.
- 14.5. Credit Applications, using the *Stormwater Management Program Fee Credit Application* (Appendix C), must be submitted to CHBMA 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. CHBMA reserves the right to request additional supporting information if the provided information does not clearly support the requested type or amount of Credit. CHBMA or its designee will review all plans, materials, and documentation related to the Credit application for accuracy. There is a \$25 fee associated with submitting a Credit application. In addition, a \$2,000 Escrow must be established for Tier 4 properties (only) to cover professional services related to review and processing of the application. If at any time funds are drawn below \$500, the escrow account must be replenished for the application review to proceed. Larger escrow amounts may be required for larger applications with multiple BMPs for review.

- 14.6. If the application is approved, the applicant will receive a letter along with a Credit agreement that must be signed and returned to the Authority within sixty (60) days. If the Credit agreement is not returned within sixty (60) days, the approved Credit application will be terminated. When the signed Credit agreement is returned to the Authority, the approved Credit will then be applied to the next billing period. Credits will not be applied retroactively. No refunds shall be given for any User Fees that were paid prior to the Authority's final approval of the Credit Application. Approved Credits will be valid until March 31, 2023, unless otherwise determined by the Authority. Following the date of expiration, the Credit policy will be reevaluated. Owners must reapply 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.
- 14.7. If CHBMA or its designee does not approve the Credit Application in whole or in part, the Property Owner shall receive a written notice which includes the reason(s) for the decision. Upon receipt of written notice, the applicant will have sixty (60) days to resubmit a corrected application or their application will be terminated. If all deficiencies are corrected and the Credit Application is approved, then the applicable Credits will take effect on the next billing period after notice of approval is given to the applicant. The Credit Application process does not relieve the Property Owner of its obligations to make payments of User Fees that are assessed during the review process.
- 14.8. If the Property Owner disagrees with CHBMA or its designee's decision, the Owner shall submit a request in writing to CHBMA, for a meeting to discuss such decision. CHBMA or its designee will notify the Property Owner as to the date and time of the meeting when the Credit Application will be considered.
- 14.9. An 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. In the event of a change of ownership, the new Owner must reapply for Credits to verify the change in the Maintenance Agreement and the associated Credit requirements.

- 14.10. Upon written notice, CHBMA, in its sole discretion, may revoke any previously approved Credit for failure to meet Credit conditions or failure to meet minimum maintenance requirements. CHBMA 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 CHBMA or its designee within sixty (60) days of the original notice that the inaccuracies have been corrected. If, in the opinion of CHBMA or its designee, the inaccuracies are not satisfactorily corrected, the Credit currently applied to the Property will be terminated effective the following billing cycle.
- 14.11. 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.
- 14.12. An 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 CHBMA 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 CHBMA or its designee with documentation, to CHBMA'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.
  - 14.12.1. CHBMA or its designee may enter any Property, at reasonable times, to inspect the condition or operation of BMPs. If, after its review or inspection, CHBMA 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. Within forty-five (45) days following the Owner's receipt of the Notice of Non-Compliance, the Owner must provide to the Authority or its designee written documentation and evidence satisfactory to the Authority or its designee that the issues described in the Notice of Non-Compliance have been corrected and/or that the facility (BMP) is in compliance with all application program requirements. If the issues in the Notice of Non-Compliance have not been

corrected or the Property Owner fails to provide a response to CHBMA or its designees within the forty-five (45) day period, the Credit will be revoked.

14.12.2. Once Credits are revoked the Owner must reapply to reinstate their Credits.

14.13. A Peak Rate Control or Volume Control Structural BMP Credit is applicable to Properties with Structural BMPs that control the rate, volume, and water quality of Stormwater generated on the Property. The maximum Credit for Peak Rate and Volume Control is 30%.

14.13.1. Peak Rate Credits may be applied for the installation of an approved control system per Section 306 Design Criteria for Stormwater Management Facilities and Section 312 Design Criteria for Stormwater Management Plans of the Borough Code. A maximum Credit of 15% will be awarded as a Peak Rate control Credit for the 100-year event

14.13.2. Any system designed for Volume Control in accordance with Section 309 Water Quality Requirements and Section 310 Groundwater Recharge Requirements of the Borough Code will be awarded a 15% Credit. This is in addition to any Peak Rate Control noted above. The system must provide for the required Water Quality Volume (WQV), which is the storage capacity needed to treat Stormwater runoff equivalent to a minimum of the first 2 inches of rainfall (from Appendix F, "Pennsylvania Handbook of BMPs for Developing Areas" p. F-2 for Region 4, value 1.95 rounded to 2) from the developed areas of the site. Land developers shall maintain annual groundwater recharge consistent with pre-development conditions, by infiltrating an amount of runoff equal to the "Recharge Volume" (based on the average annual infiltration rate based on the prevailing hydrologic soil groups present at a site). The recharge volume may be part of the WQV. Approved Volume Control systems may be but are not limited to infiltration basins, infiltration trenches, and rain gardens. See the Pennsylvania Stormwater BMP Manual Section 6.4 for more information on the listed systems as well as other options.

14.13.3. A detailed inspection schedule and maintenance schedule shall be developed for Peak Rate Control and Volume Control Credits. The maintenance schedule should include a detailed step by step procedure on how the control system shall be maintained in order to work in perpetuity. Included shall be the contact information of the person responsible for the Operation and Maintenance in accordance with Section 313 BMP Operations and Maintenance Requirements. Inspection and maintenance logs should be maintained. All control systems shall be contained within a minimum 20-foot SWM easement. Access to the SWM easement shall be provided from the nearest public right-of-way.

14.13.4. Existing BMPs can be retrofitted to provide new function and would be eligible for Credits for the existing and new functions. The Credits only apply to the IA controlled by the BMPs. Peak Rate, Volume Control, and water quality calculations shall be in compliance with the Borough Code. Previously installed

control systems may also apply for this Credit assuming they are in proper working order and are approved by a Pennsylvania licensed professional engineer. Credits will be prorated to the amount of IA managed relative to total IA on site.

- 14.13.5. All proposed BMPs shall comply with the applicable design standards set forth in the municipal ordinances for which the Property is located and Pennsylvania Stormwater Best Management Practices Manual including, but not limited to, the use of appropriate professionals, such as Professional Engineers, Professional Geologists, Landscape Architects, Soil Scientists, etc. when required. When applicable, karst hazards, soil investigations, infiltration testing, or other pertinent site-assessment activities should be conducted.
- 14.14. A Credit of up to 30% will be granted for those Owners who install permeable pavement or pavers for areas such as driveways, parking lots, patios and sidewalks. Permeable pavement that was installed in accordance with the Pennsylvania Stormwater Best Management Practices Manual and has an existing Operations and Maintenance (O&M) agreement with the Authority will be considered for the Credit. Credit percentage will be evaluated based on the type of permeable pavement and will be proportional to the amount of IA managed by the BMP.
- 14.15. Education Credits are available to all public and private schools or school systems (K-12). In order for a school or school system to receive an Education Credit, the school must implement an educational program that informs the students on the importance of preserving and restoring the source and integrity of water resources (stormwater, ground water and/or surface waters). The education program may include educational posters, take-home materials, classroom lessons, field trips, etc. developed by the PADEP, the Pennsylvania Department of Conservation and Natural Resources (DCNR), the United States Environmental Protection Agency (EPA), the United States Geological Survey (USGS), or a school official. Education resources and example materials can be found at:
- PSU Extension: *Rain to Drain – Slow the Flow*
  - EPA NPDES Stormwater Outreach Materials and Reference Documents (<http://cfpub.epa.gov/npdes/stormwatermonth.cfm#materials>)
  - EPA Teacher Resources and Lesson Plans (<http://www.epa.gov/students/teachers.html>)
  - EPA Water Science and Technology for Students and Educators (<http://water.epa.gov/learn/resources/>)
  - USGS Education Resources (<http://education.usgs.gov/>)
  - Soil Science Society of America: Soils 4 Teachers

To qualify for the Credit, the education program must be approved by CHBMA or its designee. The program may be taught in grades Kindergarten (K) through twelve (12). A school with more than 50% of its students enrolled in levels below Kindergarten (i.e. pre-K, pre-school, daycare, etc.) is not eligible for an Education Credit. The school or school system may be granted a Credit up to fifteen percent (15%) of the original User Fee. The Credit will be tiered based on the proportion of grade levels taught as compared to the total number of grade levels within the school, as described below:

- Tier One Education Credit: A ten percent (10%) Tier One Education Credit is available to a school or school system for an approved educational program which educates 50% to 74% of the grade levels within the school or school system. For example, a high school with four grade levels that educates two grade levels would qualify for this Credit for the high school Property.
- Tier Two Education Credit: A fifteen percent (15%) Tier Two Education Credit is available to a school or school system for an approved educational program which educates 75% to 100% of the grade levels within the school or school system.

Education Credits only apply to the IA associated with the teaching facility and associated infrastructure. For example, the Credits would be applied to a High School building and its parking lot, but not to the School District Administrative offices that oversee the High School. Student living quarters, such as dorms, are also not eligible for Education Credits. Education Credits are valid for one (1) year but will be renewable each year the curriculum is taught. Libraries, religious organizations, and other non-profits are also eligible for the Education Credit. Interested parties should contact the Authority to discuss an education plan specific to their capabilities.

- 14.16. A Stormwater Partnership Credit is available only for Tier 4 properties. The ultimate goal of the Stormwater program and credit policy is to improve local and regional water quality. In furtherance of the goals of the Stormwater program, customers are encouraged to propose other means to improve their Property and our community through the use of innovative Stormwater technologies. If a Stormwater customer has an idea for a project that could result in additional Stormwater Credits, the Authority encourages the customer to submit the project idea under the Stormwater Partnership Credit. Credit will be based upon a benefit analysis demonstrating actual cost reduction to be realized by the Authority.
- 14.17. The Authority will grant a Rain Barrel Rebate to Tier 1, 2 and 3 customers a one-time fee rebate of \$30 per Rain Barrel for up to two downspouts on the Property which are properly connected to a Rain Barrel, cistern, or other approved containment device that provides a minimum of 40 gallons of storage per downspout. Rain Barrel's that exist at the time of implementation of the Credit policy are eligible for a one-time fee rebate, provided that photographic documentation of the barrel, cistern, or other approved containment device is accompanied with the Credit Application. For Tier 4 properties, the Authority will review the use of containment devices on an individual basis. The rebate will be applied to the customer account at the time of approval.
- 14.18. Prior to the first imposition of User Fees, Owners of properties in the Borough may receive a letter from CHBMA containing the Property's Impervious Surface calculation and an estimated User Fee. Within thirty (30) days of receipt of such letter, Property Owners may request a meeting with CHBMA or its designee to challenge the Impervious Surface calculation.

- 14.19. Property Owners may, at any time, commence an informal inquiry process with CHBMA, if the Owner believes that the User Fee for their Property has been calculated incorrectly. The Property Owner shall submit a fully completed Inquiry Form to CHBMA or its designee. When submitting an Inquiry Form, Property Owners must include a detailed statement of the basis for such inquiry and documents supporting the Owner's assertions. CHBMA or its designee will review the Inquiry Form and supporting materials within sixty (60) days and, if the inquiry is approved, adjust the User Fee accordingly.
- 14.20. If the Owner's request for an adjustment is approved, the property Owner will be credited any amount paid in excess of the adjusted User Fee from the date that the Inquiry Form was first filed. The Credit will be applied to the subsequent billing period(s). Adjusted fees will be applied retroactively from the date the inquiry was first filed and no further.
- 14.21. **DISCLAIMER** - By submitting a CHBMA Stormwater Management Program Fee Credit Application pursuant to the CHBMA Stormwater Management Program Credits and Incentives Policy, Property Owner acknowledges and agrees that he and his heirs, grantees, successors, and assigns shall be solely responsible and liable for the Operation and Maintenance of any and all BMPs constructed, installed, or employed by the Property Owner. CHBMA 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 CHBMA, 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 a fee consisting of an IA rate. Properties under 500 square feet (“sf”) of IA shall have no fee charged. 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:
  - a. Tier 1 for Properties with IA of 500 to 2,499 sf (\$5.70)
  - b. Tier 2 for Properties with IA of 2,500 to 4,999 sf (\$10.00)
  - c. Tier 3 for Properties with IA of 5,000 to 7,499 sf (\$17.20)
  - d. Tier 4 for Properties at \$2.90 per 1000 sf IA
- 1.2. Notwithstanding the foregoing, public streets shall be exempt from User Fees under these Rates, Rules and Regulations.

# **APPENDIX B – SUMMARY OF AVAILABLE CREDITS**

Table 1. Summary of Available Credits by Property Type.

<b>CREDIT DESCRIPTION</b>	<b>Customer Classification</b>			<b>MAXIMUM CREDIT AMOUNT</b>
	Tier 1-2	Tier 3	Tier 4	
Peak Rate Control/ Volume Control Structural BMP	X	X	X	30%
Permeable Pavement	X	X	X	30%
Education Credit	X	X	X	15%
Stormwater Partnership Credit			X	TBD
Rain Barrel Rebate	X	X	X	n/a

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

# Stormwater Credit Application Form

## Credit Application Instructions

This form is provided to CHBMA stormwater customers who believe they qualify for an approved stormwater Credit. Customers should review the CHBMA 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 CHBMA Use Only". Please fill out all applicable sections on pages 2 and 3 related to the Credits you are applying for.

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:

**Camp Hill Borough Municipal Authority**  
2145 Walnut Street  
Camp Hill, PA 17011

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

## Please Mark All Credits That Apply

- |  |  |
|--|--|
| <input type="checkbox"/> Rain Barrel Rebate            | <input type="checkbox"/> Education Program Credit  |
| <input type="checkbox"/> Volume Control Credit         | <input type="checkbox"/> Rate Control Credit       |
| <input type="checkbox"/> Stormwater Partnership Credit | <input type="checkbox"/> Permeable Pavement Credit |

## Customer Information

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Email: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Account Number: \_\_\_\_\_ Parcel Number: \_\_\_\_\_  
Billing Street Address: \_\_\_\_\_  
Address Line 2: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

## For CHBMA Use Only

Date Received: \_\_\_\_\_ Credit(s):  Granted  Denied  
Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_

# Stormwater Credit Application Form (Cont.)

## Structural BMP

Check all boxes that apply:

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

Please attached any supporting information.

## Additional Credits

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

- Stormwater Partnership Credit
- Education Credit

## Confirmation of Credit Conditions and CHBMA Access Rights

I, (please print name) \_\_\_\_\_ agree to all conditions of the Credits I have applied for as outlined in the CHBMA *Stormwater Management Program Credits and Incentives Policy*. Additionally, I agree that CHBMA 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 CHBMA stormwater customers who believe the Impervious Area (IA) calculation for their property is incorrect. Customers should also use this form if it is believed that stormwater fees have been assigned for a parcel they don't own.

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

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

**Camp Hill Borough Municipal Authority**  
2145 Walnut Street  
Camp Hill, PA 17011

A CHBMA representative will review the Stormwater Adjustment Appeal Form within sixty (60) business days of receipt of the completed form.

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

## Appeal Information

Appeal Type:  
 IA  Ownership

Customer IA Estimate (optional): \_\_\_\_\_

## Customer Information

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

Billing Street Address: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

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

Additional Supporting Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## For CHBMA 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 CHBMA Non-Residential stormwater customers who want to install a new BMP or retrofit an existing BMP to become eligible for CHBMA stormwater Credits.

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

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

**Camp Hill Borough Municipal Authority**  
2145 Walnut Street  
Camp Hill, PA 17011

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

## Please Mark All That Apply

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

## Customer Information

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

## For CHBMA Use Only

Date Received: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_  
CHBMA 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 CHBMA stormwater customers who are a new owner of a property that has existing Credits associated with the property.

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

Please mail completed form to:

**Camp Hill Borough Municipal Authority**  
2145 Walnut Street  
Camp Hill, PA 17011

A CHBMA representative will review the Application Form within sixty (60) business days of receipt of the completed form.

## Please Mark All Credits That Apply

- |  |  |
|--|--|
| <input type="checkbox"/> Rain Barrel Rebate            | <input type="checkbox"/> Education Program Credit  |
| <input type="checkbox"/> Volume Control Credit         | <input type="checkbox"/> Rate Control Credit       |
| <input type="checkbox"/> Stormwater Partnership Credit | <input type="checkbox"/> Permeable Pavement Credit |

## Customer Information

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

I, (please print name) \_\_\_\_\_ agree to all conditions of the Credits associated with the above referenced property as outlined in the *CHBMA Stormwater Management Program Credits and Incentives Policy*. Additionally, I agree that CHBMA 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 CHBMA.

## For CHBMA Use Only

Date Received: \_\_\_\_\_ Credit(s):  Granted  Denied  
Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_

# Operation and Maintenance Agreement Form

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

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

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

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

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

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

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**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, (hereinafter the "Landowner"), and the Camp Hill Borough Municipal Authority (the "Authority");

**WITNESSETH;**

**WHEREAS**, the Landowner is the owner of a certain real property in the Authority's stormwater service area, recorded by deed in the land records of Cumberland County, Pennsylvania, Deed Book \_\_\_\_ at Page \_\_\_\_ and identified by Parcel Identification (ID) Number(s) \_\_\_\_\_ (hereinafter "Property");

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

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

**WHEREAS**, the Authority, through the implementation of the Operation of Maintenance Plan (the Plan), 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 ordinance of the Borough, applicable PADEP requirements, and any documents referenced by the previously mentioned.
3. The Owner hereby grants permission to the Authority, 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 in 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 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 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.

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**ATTEST:**

Witness the following signatures and seals:  
(SEAL)

For the Camp Hill Borough Municipal Authority

\_\_\_\_\_

For the Owner:

\_\_\_\_\_

Date:

\_\_\_\_\_