

# **STORMWATER CREDIT MANUAL**



**Ligonier Borough  
Storm Water Authority**

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# **STORMWATER CREDIT MANUAL**

## **1. Introduction**

### **1.1. Overview**

The Ligonier Borough Stormwater Authority (the “Authority”) has established a Stormwater Program and User Fee to create a dedicated funding source for the operation, construction, and maintenance of the stormwater infrastructure. Property owners receive the benefit of improved stormwater remediation, ameliorating erosion and filtering out toxins carried by runoff. All developed parcels in Ligonier Borough are required to pay the fee, which is based on the impervious coverage of the parcel.

A credit program has been developed to allow owners to apply for credits for implementing and maintaining stormwater best management practices (BMPs) on their parcel(s). This manual has been prepared to detail the policies and application procedures for available credits.

The credit policy, which encourages and incentivizes the ongoing operation and maintenance of BMPs on private property, will focus on those activities that help to minimize peak flows and runoff volumes as well as on-going management of those facilities that help to protect local water quality by managing stormwater pollution.

### **1.2. Stormwater Credits**

Owners that install BMPs to reduce the stormwater flow from their parcels can qualify to receive a reduction in their stormwater fee. Implementing such measures reduces the impact a site has on the downstream storm drainage system, both natural and man-made.

## 2. Definitions

**Best Management Practice (BMP):** Activities, facilities, measures, or procedures used to manage the volume, rate, and water quality of stormwater runoff from a developed parcel.

**Credit:** A reduction to the stormwater fee based on installed BMP's.

**Detention basin:** An earthen structure constructed either by impoundment of a natural depression or excavation of existing soil, that provides temporary storage of runoff and functions to reduce stormwater peak flows.

**Developed Parcel:** A parcel altered from a natural state that contains impervious surface equal to or greater than 400 square feet.

**Equivalent Residential Unit (ERU):** The measure of impervious ground cover for a typical single-household detached residential property used in assessing the fees for each parcel of developed property, and which has been determined to be 2,400 square feet.

**Green Roof:** A roof cover with stormwater storage, growth media, and plant material designed to provide water quantity benefits by filtering stormwater and rainfall retention and detention through storage and plant uptake.

**Impervious Surface:** A surface that prevents or retards the infiltration of water into the ground in a manner that such water entered the ground under natural conditions pre-existent to development. Impervious surface (or area) includes, but is not limited to: roofs, outdoor living spaces, patios, garages, storage sheds and similar structures, parking or driveway areas (including pavement, concrete, pavers, brick, compacted aggregate), and any private streets and sidewalks. Any travel areas proposed to initially be gravel or crushed stone shall be assumed to be impervious surfaces.

**Infiltration Basin:** A shallow impoundment that stores and infiltrates runoff over a level, uncompacted, preferably undisturbed area with relatively permeable soils.

**Infiltration Trench:** A linear stormwater BMP consisting of a continuously perforated pipe at a minimum slope in a stone-filled trench.

**Owner:** Any person, firm, corporation, individual, partnership, trust, company, association, government agency, society or group owning real property in the Borough of Ligonier.

**Raingarden (or bio-retention facility):** An excavated shallow surface depression planted with specially selected native vegetation to treat and capture runoff.

**Stormwater:** Water from a rain or snowfall event that flows across the land and eventually into rivers, creeks, lakes, ditches and canals resulting in debris, sediment, pollutants, bacteria and nutrients from sidewalks, streets, parking lots, and other impervious surfaces washing into gutters, through storm drains, and eventually flowing into creeks and rivers.

**User Fee:** Sums assessed, imposed and to be collected from each developed lot, parcel, building or portion thereof which uses, benefits from or is serviced by the Stormwater Management System or which discharges stormwater, directly or indirectly, into the public Stormwater Management System, for the use of and the service rendered and improvement of such system. The stormwater fee applied to each base billing unit, or 2,400 square feet of impervious surface.

## **3. General Credit Policies**

### **3.1. Eligibility**

To be eligible to receive credits, applicants must be current with their stormwater fees. All developed properties will be eligible for credit provided that a stormwater BMP has been installed and that the owner can demonstrate that the facility is functioning as intended. To provide a legal framework for enforcement, a signed or documented maintenance agreement with the Authority will be required. A copy of the Authority's standard maintenance agreement is included in Appendix B.

An application demonstrating that the BMP has been installed and that the facility is functioning as intended must be completed and submitted to the Authority.

### **3.2. Credit Types**

The Authority currently offers several types of credits:

- Rain Barrels
- Dry Well
- Infiltration Trenches
- Detention Basin
- Rain Garden
- Green Roof

### **3.3. Calculation of Credits**

Credits may be applied only to the impervious area on-site which drains to an eligible BMP facility. The maximum gross credit that the Authority will approve is 15%.

A stormwater credit of 10% is available to applicants who have installed one or more rain barrels to control flow from downspouts. A combined barrel capacity of 100 gallons is required to obtain the 10% credit.

A stormwater credit of 10% is available to applicants who have installed a dry well to control flow from downspouts. The drywell must be sized based on the roof area.

A stormwater credit of 10% is available to applicants who have installed an infiltration trench to control flow from impervious surfaces. The infiltration trench must be sized based on the impervious area.

A stormwater credit of 15% is available to applicants who have installed a detention basin, rain garden, or green roof based on the Borough of Ligonier Stormwater Ordinance.

The Owner will be responsible for providing design documentation to support that the BMP meets the applicable performance standards. In addition, an operation and maintenance plan is required and must be documented with the Authority. Final awarded credit value is subject to Authority approval.

### **3.4. Application**

The parcel owner (or an approved representative thereof) must submit a completed Stormwater Fee Credit Application Form and all required documentation. Applications and documentation requirements are detailed in the following section.

### **3.5. Application Forms**

Application forms are provided in Appendix A.

### **3.6. Application Fee**

There is no application fee. The Authority will notify applicants if their applications are incomplete. If complete information is not provided, applications will expire one year from the date of the original submission. Once an application expires, the customer must submit a new credit application with all supporting documentation.

### **3.7. Documentation Requirements**

At the time of application, the owner(s) will need to provide the following documentation:

- Complete and signed application form
- Design documentation showing sizing of dry well or infiltration trench
- Engineering analysis for detention basin, rain garden, or green roof
- As-built plans and/or construction drawings acceptable to the Authority. For projects utilizing construction drawings, the plans must be accompanied by a Letter of Certification from the Engineer of Record that project was built in accordance with the construction plans.
- Owner's Operation and Maintenance Plan

#### **3.7.1. Maintenance Requirements**

In order to be eligible for a credit, the owner must demonstrate, at their expense, that the facility is being maintained. In order to be eligible for a credit, a signed maintenance agreement with the Authority is required. Under the maintenance agreement, the owner must allow the Authority access to the site to view and inspect the stormwater BMP at the Authority's discretion. A maintenance agreement is provided in Appendix B.

### **3.8. Credit Approval**

Authority staff will review the required documentation and final approval or denial of the credit application will be issued. The applicant will be notified by letter.

### **3.9. Appeal of Credit Determination**

An applicant may appeal the determination of credit in the following manner.

1. An appeal must be filed in writing to the Authority within thirty (30) days of the letter issued by the Authority. Any appeal must state the reasons for the appeal.
2. Using information provided by the appellant, the Authority shall conduct a technical review of the conditions on the property and respond to the appeal in writing within thirty (30) days. In response to an appeal, the Authority administration may adjust the user fees applicable to the property.
3. Any person aggrieved by the decision of the Authority administration and consulting engineer may request and shall then be granted a hearing before the Ligonier Borough Stormwater Authority; provided he/she files with the Ligonier Borough Stormwater Authority within 10 days after notice of the Authority's decision, a written petition requesting such hearing and setting forth a brief statement of the grounds. The hearing shall commence not later than 30 days after the date on which the petition was filed unless postponed for good cause. After such hearing the Ligonier Borough Stormwater Authority shall sustain, modify or overrule the action of the Authority administrator.

### **3.10. Issuance of Credits**

Credits approved by the Authority will be applicable to the next billing. Credits will not be retroactive to any previous fees paid.

### **3.11. Credit Renewal**

Stormwater credits will be valid for three (3) years after which they will require renewal. Prior to expiration, a credit renewal application must be submitted to the Authority along with annual maintenance records, if applicable, for the previous three (3) years. The Authority will allow self-certification of maintenance and inspection records to be submitted at the time of renewal. Credits will need to be renewed in order for the owner to continue to receive credit on their stormwater fee. Should the owner fail to submit a renewal application, the credit(s) will expire. The Authority may require expired credits to undergo recertification/re-application.

### **3.12. Site Inspections**

After an owner submits a credit or credit renewal application, the Authority may inspect the parcel(s) to verify the information provided in the application and in the supporting documentation within 30 days. It is the responsibility of the customer to allow the Authority access to the parcel. Following submission of a credit or credit renewal application, the customer shall grant the Authority, its employees or authorized agents permission to enter the parcel to inspect the parcel to ensure that the information provided in the application accurately represents the current parcel conditions. If an Authority inspection determines that the facility is not being maintained, the credit can be revoked. The Authority may choose to withhold credit until the owner can demonstrate the BMP has been restored to good working order and appropriate maintenance plans are in place.

### **3.13. Termination of Credits**

The Authority may review and terminate any approved credits at any time if the BMPs associated with those credits are found to be improperly maintained and/or not adequately functional or the owner fails to restore the BMP to good working order following notification by the Authority.

## Appendix A – Stormwater Fee Credit Application

## Appendix B – Standard Maintenance Agreement