



MEMORANDUM OF AGREEMENT (MOA)

Between

CARROLL COUNTY, MARYLAND

And

THE INCORPORATED MUNICIPALITIES OF

**HAMPSTEAD, MANCHESTER, MOUNT AIRY, NEW WINDSOR,
SYKESVILLE, TANEYTOWN, UNION BRIDGE, AND WESTMINSTER**

For

***COST-SHARING OF STORMWATER MITIGATION PROJECTS AND
CO-PERMITTEE RESPONSIBILITIES IN COMPLYING WITH NATIONAL POLLUTANT
DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER
SYSTEM (MS4) REQUIREMENTS***

NPDES MS4 PERMIT No. 11-DP-3319 MD0068331

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into this 23rd day of Oct., 2014, by and between Carroll County (hereinafter sometimes referred to as "Carroll County" or "the County") and the municipalities of Hampstead, Manchester, Mount Airy, New Windsor, Sykesville, Taneytown, Union Bridge, and Westminster (hereinafter referred to as the "Municipalities").

WHEREAS, the Municipalities are, in whole or in part, all located within the geographic boundary of Carroll County, Maryland; and

WHEREAS, the watersheds that carry stormwater runoff from the Municipalities all extend from their headwaters in central Carroll County through numerous tributaries, forming the flow of the Gunpowder, Patapsco, and Monocacy Rivers, all of which ultimately contribute to the Chesapeake Bay; and

WHEREAS, those watersheds contribute to the richness of the Chesapeake Bay region with its

heritage, scenic beauty, and recreational resources while sustaining extensive forest resources, as well as many acres of highly productive agricultural land and numerous viable and growing communities; and

WHEREAS, the storm sewer systems operated by the County and the Municipalities often flow across jurisdictional boundaries; and

WHEREAS, Carroll County, as well as each Municipality, is subject to a State-issued National Pollutant Discharge Elimination System (“NPDES”) Municipal Separate Storm Sewer System (“MS4”) permit pursuant to COMAR 26.08.04 in accordance with Section 402 of the Clean Water Act (40 CFR 122.26); and

WHEREAS, Carroll County and the Municipalities are, or intend to be, Co-permittees on NPDES MS4 Permit No. 11-DP-3319 MD0068331 (the “Permit”), attached hereto as Exhibit A, and as may be amended from time to time, with each Co-permittee being responsible for certain aspects of Permit compliance, as set forth herein; and

WHEREAS, the parties have agreed that they shall work together for the best interests of the citizens of Carroll County and the Municipalities for the purpose of managing the stormwater systems and activities required by the Permit both within the County and each of the Municipalities; and

WHEREAS, Carroll County and the Municipalities recognize the benefits of sharing support services and information to meet their respective Permit responsibilities; and

WHEREAS, the parties agree that they will more economically and efficiently manage the stormwater within their respective jurisdictions if they cooperate together and combine certain services and share the cost thereof; and

WHEREAS, the parties have agreed to share the services of the NPDES MS4 Compliance Specialist employed by Carroll County; and

WHEREAS, it is the intent of the parties that the costs of establishing a system for the unified and centralized management of stormwater should be shared between them; and

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual benefits to be derived from this MOA, the signatories hereby agree to become Co-permittees under the Permit and to work together to ensure mutual compliance with the Permit as follows:

[...]

1. PURPOSE OF MOA

This MOA prescribes how the County and Municipalities will share the costs and responsibilities of compliance with the Permit as Co-permittees, including apportioning the County's and Municipalities' shares of the cost of Stormwater Mitigation Projects and how each Municipality's share will be transferred to the County for Permit compliance purposes.

2. AUTHORIZATION & APPLICABILITY (INCLUDING PERMIT REQUIREMENTS APPLICABLE TO MUNICIPALITIES)

- A.** The County and Municipalities will be **responsible for compliance** with various requirements of the Permit, as described in Section 6 of this MOA.
- B.** The County and each Municipality shall **maintain adequate legal authority** throughout the term of the Permit, per the requirements of PART IV. STANDARD PERMIT CONDITIONS, Section B. of the Permit.
- C.** The term of this **MOA** shall **begin** on the earlier of the **issuance date of the Permit** that includes the Municipalities as Co-permittees or July 1, 2015, and shall end upon the latter of the issuance of the Fifth Generation Permit or Stormwater Mitigation Projects needed for compliance under this Permit are completed.
- D.** A Municipality may **withdraw** from this MOA at any point before the issue date of the Permit by MDE within which the Municipalities are co-permittees. The Municipality will provide written notice of its intent to withdraw to each of the other parties.

3. DEFINITIONS

For the purposes of this MOA, the following terms shall have the definitions described below.

- A.** **"NPDES"** refers to National Pollutant Discharge Elimination System. The Clean Water Act prohibits certain discharges of pollutants to waters of the U.S., except in accordance with an NPDES permit. There are several types of NPDES permits, including, among others, permits for stormwater, wastewater, and industrial discharges. The U.S. Environmental Protection Agency (EPA) delegated the responsibility to administer the NPDES permit program in Maryland to the Maryland Department of the Environment (MDE).
- B.** **"MS4 Program"** refers to the NPDES permit program for municipal separate storm sewer systems. Certain jurisdictions that discharge stormwater for an MS4 to waters of the U.S. must apply for this specific type of NPDES permit to control that stormwater.
- C.** **"Permit"** refers to the fourth generation NPDES MS4 Permit No. 11-DP-3319 MD0068331. This is the permit for which the signatories to this MOA intend to become Co-permittees.
- D.** **"Fifth Generation Permit"** refers to the next permit that would be issued by MDE after Permit No. 11-DP-3319 MD0068331 expires.

- E. **“TMDL”** means total maximum daily load. TMDL refers to the total amount of a pollutant that a body of water can accept from all sources and still meet water quality standards. TMDLs are developed for certain water bodies listed on the State’s list of impaired waters (known as the 303(d) list) to determine maximum pollutant loads that comply with applicable water quality standards adopted pursuant to the Clean Water Act.
- F. **“Stormwater Mitigation Projects”** refer to best management practices (BMPs) designed to provide nutrient reductions and impervious acreage treatment associated with Permit compliance.
- G. **“Co-permittees”** refers to each jurisdiction that is named on and is subject to the requirements of NPDES MS4 Permit No. 11-DP-3319 MD0068331.
- H. **“Party/ies”** refers to each or all jurisdictions that are signatories to this MOA, or the Co-permittees.
- I. **“WRCC”** refers to the Carroll County Water Resource Coordination Council, as formed in March 2007 by Resolution #697-07 between the County, Municipalities, and the Carroll County Health Department.

4. **COSTS and FISCAL PROCEDURES**

- A. As provided in this Section 4, the **County** will pay **80 percent** of the capital costs of Permit-required Stormwater Mitigation Projects for restoration of impervious surface area attributable to each Municipality, pursuant to Part IV.E.2.a. of the Permit. Each **Municipality** will fund the remaining **20 percent** of such capital costs.
- B. In exchange for provision of the County’s services and in payment for the cost of implementing Stormwater Mitigation Projects, the Municipalities’ contributions shall be made in **annual payments** to the Watershed Assessment and Improvement (NPDES) account. The **amount of the annual payment** for each Municipality shall initially be based on \$25,000 per impervious acre, determined using the County’s Geographic Information System (GIS), multiplied by 20 percent of the total number of acres of impervious area required to be restored/mitigated by the Permit divided by the term of the MOA. Cost and initial payment calculations shall be based on the following formula, which uses the average cost per acre for County projects, the Municipalities’ impervious acreage required to be treated, and a five-year payment schedule. See the table “Municipal Costs & Initial Annual Payments for Capital Stormwater Mitigation Projects” at Exhibit B for the initial annual payment for **each** Municipality.

$$\text{Annual Payment} = \frac{[(20\% \text{ Total Untreated Municipal Impervious AC} \times \text{Cost per AC}) - 80\% \text{ County Share}]}{5 \text{ Years}}$$

- C. Stormwater Mitigation Projects for **at least 50 percent** of the untreated impervious acres **for each Municipality** required to be mitigated under the Permit will be **completed** within that particular Municipality.

- D. County staff will **annually report** by December 1 the yearly and ongoing costs to the WRCC. The report will contain information regarding funds collected and expended in the previous year.
- E. Each Municipality's **payment** will be **increased annually by 5 percent** over the previous year's payment to reflect anticipated increases in project costs. The table at Exhibit C, titled "Annual Municipal Payments: Annual 5% Increase," reflects the annual payment, including the 5 percent increase, for each Municipality.
- F. The County contribution and the annual payments from each Municipality will be placed in the County's capital account, titled "**Watershed Assessment and Improvement (NPDES).**" All monies will be collectively used to cover the capital costs of compliance with the impervious area mitigation requirements of the Permit. The County's contribution shall be paid into or otherwise be appropriated for use in the Watershed Assessment and Improvement account as of July 1 each year.
- G. The **annual payment** from each Municipality will be deducted from the annual amount paid to the Municipality by the County per the **Town/County Agreement**. If the annual payment exceeds the amount to be paid to a Municipality per the Town/County Agreement, the Municipality will pay to the Watershed Assessment and Improvement (NPDES) account the remaining balance within 30 days of the date of execution of the Town/County Agreement by the Municipality each year. If a Municipality does not submit the required payment to the Watershed Assessment and Improvement (NPDES) account, the County may suspend projects within that Municipality until payment is received.
- H. If grant funds are received for a project intended to treat impervious surfaces under the Permit, the grant monies will be deposited to the County's capital account, "**Watershed Assessment and Improvement (NPDES),**" if permissible according to the terms of the grant. The County will provide staff services for grant writing, applications, administration, accounting, and reporting related to funding Stormwater Mitigation Projects per the Town/County Agreement. The County will apply for grants on behalf of all Co-permittees, and all grant monies received will be applied toward the collective permit responsibilities of the parties for impervious mitigation.
- I. The County shall provide support and services for **operating and administrative costs**, as outlined in Section 6 of this MOA. This includes public outreach; inspections, monitoring, and enforcement; planning and mapping (including discharge characterization and watershed assessment); and administration. Each Municipality will provide assistance with these activities where staff and equipment resources are available.
- J. Each Municipality shall be responsible for all other **costs** and expenses relating to its **individual duties and responsibilities** (Section 6.B.) under this MOA, including, but not limited to:
 - 1) All costs of gathering, compiling, coordinating, and submitting all necessary data and information to the County.
 - 2) The cost of additional **staffing needs** required for NPDES MS4 compliance. The parties currently share the services of the NPDES MS4 Compliance Specialist employed by Carroll County. This cost is handled through the Town/County Agreement. Monetary support of additional **staffing needs** required for NPDES MS4

compliance within each Municipality also will be addressed through the annual Town/County Agreement, separately from this MOA.

- K.** For the purposes of the MOA, only the **portion of Mount Airy** that is located within Carroll County will be subject to the benefits and responsibilities of this MOA.
- L.** Even if MDE does not issue the Permit with the County and the Municipalities as Co-permittees on or before July 1, 2015, the **cost-sharing provisions** and the Costs and Fiscal Responsibilities section of this MOA shall be **in effect** and implemented as of July 1, 2015 to address individual permit requirements.
- M.** Achieving the untreated impervious area restoration requirement will demonstrate progress toward attaining **stormwater wasteload allocations (WLAs)** or approved **TMDLs**. However, since the full costs for attaining WLAs and TMDLs are not yet known, this MOA only addresses the cost for the untreated impervious area restoration requirement.

5. COORDINATION WITH AND RESPONSIBILITIES OF WRCC

- A.** Each Municipality will **regularly** send a representative to **participate** in the WRCC meetings, discussions, and activities.
- B.** The WRCC will work with County staff to serve as the forum for process **oversight, program evaluation, and setting of priorities** for NPDES MS4 Stormwater Mitigation Projects. County staff will make recommendations to the WRCC for project priorities. The WRCC will designate a project list and modify it as needed from time to time. Once Stormwater Mitigation Projects have been completed to restore 50 percent of the untreated impervious acres of each Municipality per Section 4.C. of this MOA, the WRCC will strive to equitably distribute the remaining Stormwater Mitigation Projects among the Municipalities.
- C.** As projects involving **land acquisition** arise, the WRCC shall evaluate whether any alternative projects would be more desirable for a similar result and consider this in setting project priorities.
- D.** County staff will **update** the WRCC regularly on the **status** of Stormwater Mitigation Projects implemented to comply with the Permit.

6. RESPONSIBILITIES OF THE COUNTY & MUNICIPALITIES

A. The County

In addition to paying for 80 percent of Municipal capital costs for Stormwater Mitigation Projects required under the Permit, as provided in Section 4 above, the County will apply/reapply for, administer, and coordinate the implementation of and compliance with all aspects of the Permit, including public education and outreach: planning and mapping; monitoring, inspections, and enforcement; and administration, with the exception of those responsibilities specifically described under Section 6.B. of this MOA below as Municipal or joint responsibilities, and consistent with the terms of Section 4 of this MOA above. The County also will be responsible for project management of Stormwater Mitigation Projects, to include:

- 1) **Administering the capital funds** for Stormwater Mitigation Projects, to include preparing the annual County capital budget requests.
- 2) Obtaining and administering **contracts** related to construction of Stormwater Mitigation Projects.
- 3) Maintaining **coordination** with the Municipalities through the WRCC regarding Permit compliance.
- 4) **Communicating** with individual Municipalities on a regular basis regarding status of projects within their jurisdictions.

B. The Municipalities

The Municipalities will provide reasonable support and cooperation to the County toward overall compliance with the Permit conditions. Each Municipality will provide assistance as needed on public relations, public outreach, and citizen assistance, when staff and equipment resources are available. Specific activities and Permit conditions for which each Municipality will be responsible are outlined below.

- 1) Each Municipality will cooperate and **participate in developing a database** of compliance efforts to satisfy the conditions of the Permit. The data and information will be provided to the County in the requested format for tracking, monitoring, and reporting purposes.
- 2) Any Municipality that administers its own **separate stormwater management program** will be responsible for all Permit conditions under PART IV. STANDARD PERMIT CONDITIONS, Section D. Management Programs, Subsection 1. Stormwater Management of the Permit. This includes maintaining all programs, plan reviews, MDE approvals, adoption of ordinances, and other related activities. If a Municipality delegates these responsibilities to the County by ordinance or resolution, the County will assume this responsibility for that Municipality, with the exception of the data and other information provisions of B.4 below.
- 3) Any Municipality that administers its own **erosion and sediment control program** will be responsible for all permit conditions under PART IV. STANDARD PERMIT CONDITIONS, Section D. Management Programs, Subsection 2. Erosion and Sediment Control of the Permit. This includes maintaining all programs, plan reviews, MDE approvals, adoption of ordinances, and other related activities. If a Municipality delegates these responsibilities to the County by ordinance or resolution, the County will assume this responsibility for that Municipality, with the exception of the data and other information provisions of B.4 below.
- 4) Each Municipality will provide to the County, for areas and facilities within its corporate boundaries, all **data and other information** required by the Permit to the County for database maintenance and reporting purposes. Data and information shall be provided at the time intervals indicated in the Permit, or monthly if not otherwise indicated, including, but not limited to:
 - a. For locations within each Municipality's corporate boundaries, source identification data and information needed for the County to prepare the Geographic Information System (GIS) data and associated tables required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section C. and PART V. PROGRAM REVIEW AND ANNUAL PROGRESS REPORTING.

- b. Documentation of all surveying, inspection, and enforcement activities associated with illicit discharge detection and elimination required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section D.3.
 - c. Litter and floatables sources within Municipal boundaries, as well as data needed to develop, implement, and evaluate a public education program required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section D.4.
 - d. Status of pollution prevention plan development and implementation for each Municipal-owned facility, which should be submitted directly to MDE with a copy sent to the County, required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section D.5.a.
 - e. Maintenance activities listed in the Permit, or MDE-approved alternatives, to reduce pollutants at Municipal-owned facilities, including changes in maintenance practices and overall pollutant reductions required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section D.5.b.
 - f. All public outreach and education activities not implemented by the County that are required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section D.6.
 - g. Annual Municipal capital, operational, and maintenance expenditures associated with the duties and responsibilities outlined in Section 6.B. of this MOA, as well as other annual operating and maintenance costs required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section G.
 - h. At least one month in advance of the due date for submission to MDE of the NPDES Annual Report, each Municipality will provide to the County all data and information required by the County for preparation of the NPDES Annual Report, which is required by the Permit under PART V. PROGRAM REVIEW AND ANNUAL PROGRESS REPORTING, Section A.1. The due date for submission to MDE of the Annual Report each year is the anniversary date of the issue date of the Permit.
 - i. Any Municipality that administers its own separate stormwater management program (per Section B.2) per the Town/County Agreement above will be responsible for mapping, using GIS, the urban BMP locations, erosion and sediment control, and stormwater program information, as required by the Permit under PART V. PROGRAM REVIEW AND ANNUAL PROGRESS REPORTING, Section A.2.b.& j; and providing the GIS files to the County.
- 5) Each Municipality will perform within its own corporate boundaries the **inspections** as required in the Permit, unless this duty is specifically delegated to the County through the Town/County Agreement or adopted ordinance, including, but not limited to:
- a. Construction inspections required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section D.1.c.
 - b. Preventative and maintenance inspections required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section D.1.d.
 - c. Outfall inspections required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section D.3.a. A Municipality's representative will accompany

- the NPDES Compliance Specialist on outfall inspections conducted within its respective corporate boundaries.
- d. Annual visual surveys of commercial and industrial areas for discovering, documenting, and eliminating pollutant sources, as required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section D.5.b.
- 6) Each Municipality shall be responsible for **property management and maintenance** of all facilities that it owns. Assistance from County staff with this activity will continue to be provided as specified in the Town/County Agreement under the NPDES section.
 - a. Each Municipality shall be responsible for the process of developing and submitting to MDE pollution prevention plans and status updates for each of its Municipal-owned municipal facilities, as required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section D.5.a.
 - b. Each Municipality that holds a 12 SW industrial stormwater permit will implement a maintenance program to reduce pollutants at its Municipal-owned municipal facilities, as required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section D.5.a.
 - 7) Each Municipality will work **cooperatively** with the County on activities to **implement programs** related to complying with the conditions of this Permit, including, but not limited to:
 - a. Addressing, responding to, and enforcing illicit discharge detection and elimination activities required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Sections D.3.c.&d.
 - b. Developing and implementing, within corporate boundaries, a program to address litter and floatables required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section D.4.
 - c. Providing input on the development of restoration plans and the subsequent annual update of those plans required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section E.2.
 - 8) Each Municipality will provide assistance as needed on public relations, **public outreach**, and citizen assistance in all areas required by the Permit, including venue, public notice, support, and participation in public meetings related to MS4 compliance activities and areas within Municipal boundaries related to activities required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Sections D.&E. and Part VI. SPECIAL PROGRAMMATIC CONDITIONS.
 - 9) Any Municipality-specific data required by the County to evaluate and prepare the annual TMDL assessment report required by the Permit under PART IV. STANDARD PERMIT CONDITIONS, Section E.4.
 - 10) Each Municipality shall participate, coordinate, and cooperate with the process to update the Water Resources Element (**WRE**), except any Municipality that has or will adopt its own WRE, referenced in the Permit under PART VI. SPECIAL PROGRAMMATIC CONDITIONS, Section B.
 - 11) If **land acquisition** is necessary to complete a project, the cost will be included in the capital costs for the project. The jurisdiction in which the project is located shall be

the holder of the title deed and shall be responsible for the long-term maintenance responsibilities for that facility.

- 12) Each Municipality shall grant access to an authorized representative of the **State or EPA** to premises and facilities and information related to MS4 compliance activities that pertain to areas within or are located within Municipal boundaries, as required by the Permit under PART VII. ENFORCEMENT AND PENALTIES, Section F.

7. MISCELLANEOUS PROVISIONS

- A.** The County's permit coordination responsibilities are not intended to, nor shall they be construed, as authorizing, granting, or permitting the County to accept or assume any powers of **enforcement** of the Permit as to the other parties, other than those otherwise granted or delegated by contract, ordinance, or resolution.
- B.** No party to this MOA shall be deemed to have assumed any **liability** for any negligent or wrongful acts or omissions of the other parties, and in no event shall any of the provisions of this MOA be construed as a waiver by any party of its sovereign immunity rights or of its liability limits.
- C.** The individual Co-permittees shall be solely responsible for the cost of any **sanctions or penalties** imposed by EPA and/or MDE that are associated with violations resulting from the individual jurisdiction's failure to comply with the responsibilities specifically outlined in this MOA, per PART VII. ENFORCEMENT AND PENALTIES, Section D. of the Permit.
- D.** If a Municipality does not provide the required data to the County as indicated in this MOA, the **failure to provide data** will be noted in the NPDES Annual Report.
- E.** A **copy** of the NPDES MS4 **Permit** issued to the County and Municipalities (Co-permittees), or as amended, is **attached** to this MOA as Exhibit A and is hereby incorporated by reference in its entirety and made part of this MOA.
- F.** It is understood that this MOA does **not abrogate** the responsibility of each jurisdiction for its share and responsibility in compliance.
- G.** Terms and conditions of a future MOA will be re-evaluated and renegotiated as part of the fourth year annual report submittal, as referenced in the Permit, Part V. REAPPLICATION FOR STORMWATER DISCHARGE PERMIT, Section C.
- H.** This MOA shall be construed, interpreted, and enforced under the laws of the State of Maryland.
- I.** This MOA may be amended as the parties mutually agree in writing. Except for the specific provision amended, the MOA shall remain in full force and effect after such amendment as it was prior to said amendment.
- J.** Nothing in this MOA is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing a relationship of co-partners or a joint venture amongst the parties, or as establishing each party as the agent or representative of the other party for any purpose or in any manner whatsoever.

- K.** The parties represent and warrant that each has obtained all consents and approvals necessary to authorize it to enter into this MOA and to perform its obligations under this MOA.
- L.** If any provision or application of a provision of this MOA is held invalid by a court of law for any reason, such invalidity shall not affect the other provisions or applications thereof, which can still be given effect without the invalid provision or application.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this MOA.

-Signatures on Following Page-

MOA between the County and the incorporated Municipalities
for Joint Participation in Complying with NPDES MS4 Requirements

Signed this 23rd Day of October, 2014.

THE COUNTY COMMISSIONERS
OF CARROLL COUNTY, MARYLAND,
A body corporate and politic of the
State of Maryland



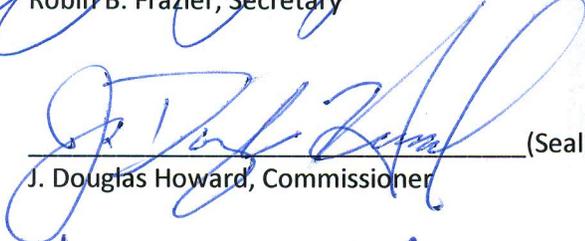
David H. Roush, President



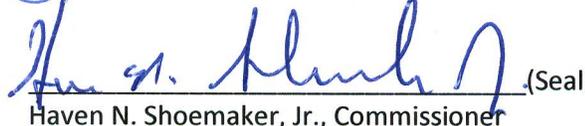
Richard S. Rothschild, Vice President



Robin B. Frazier, Secretary



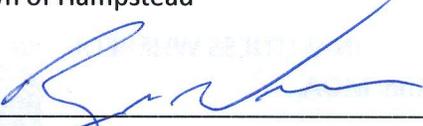
J. Douglas Howard, Commissioner



Haven N. Shoemaker, Jr., Commissioner



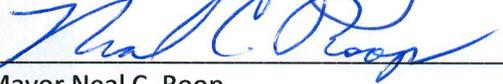
Mayor Christopher M. Nevin
Town of Hampstead



Mayor Ryan Warner
Town of Manchester



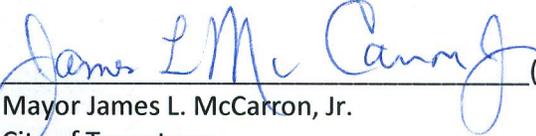
Mayor Patrick Rockinberg
Town of Mount Airy



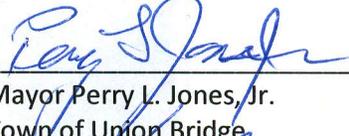
Mayor Neal C. Roop
Town of New Windsor



Mayor Ian Shaw
Town of Sykesville



Mayor James L. McCarron, Jr.
City of Taneytown



Mayor Perry L. Jones, Jr.
Town of Union Bridge



Mayor Kevin R. Utz
City of Westminster

Approved for legal sufficiency:



Timothy C. Burke
County Attorney

Exhibit A

National Pollutant Discharge Elimination System (NPDES)
Municipal Separate Storm Sewer System (MS4)
Permit (No. 11-DP-3319 MD0068331)

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Permit issued by MDE to be inserted.**

Exhibit B

Municipal Costs & Initial Annual Payments for Capital Stormwater Mitigation Projects

Municipality	Total Untreated Impervious Acres	% Restoration Required	Acres Required to be Restored	Cost per Acre	Total Cost	County Share of Cost (%)	Municipal Share of Cost (%)	Total County Share of Cost (\$)	Total Municipal Share of Cost (\$)	Term of Agreement (Years)	Initial Annual Payment
Hampstead	297.57	20%	59.51	\$25,000	\$1,487,850	80%	20%	\$1,190,280	\$297,570	5	\$59,514
Manchester	204.09	20%	40.82	\$25,000	\$1,020,450	80%	20%	\$816,360	\$204,090	5	\$40,818
Mount Airy <i>(Carroll County portion only)</i>	338.00	20%	67.60	\$25,000	\$1,690,000	80%	20%	\$1,352,000	\$338,000	5	\$67,600
New Windsor	76.79	20%	15.36	\$25,000	\$383,950	80%	20%	\$307,160	\$76,790	5	\$15,358
Sykesville	164.55	20%	32.91	\$25,000	\$822,750	80%	20%	\$658,200	\$164,550	5	\$32,910
Taneytown	283.44	20%	56.69	\$25,000	\$1,417,200	80%	20%	\$1,133,760	\$283,440	5	\$56,688
Union Bridge*	72.70	20%	11.54	\$25,000	\$288,500	80%	20%	\$230,800	\$57,700	5	\$11,540
Westminster	816.52	20%	163.30	\$25,000	\$4,082,600	80%	20%	\$3,266,080	\$816,520	5	\$163,304

*Acreage required to be restored reflects 3 acres already treated via Cherry Branch tree planting project.

Exhibit C

Annual Municipal Payments: Annual 5% Increase

Municipality	Initial Municipal Share of Cost	1 st Year Payment	5% Increase	2 nd Year Payment	5% Increase	3 rd Year Payment	5% Increase	4 th Year Payment	5% Increase	5 th Year Payment	Difference: 1 st to 5 th Year
Hampstead	\$297,570	\$59,514	\$2,976	\$62,490	\$3,124	\$65,614	\$3,281	\$68,895	\$3,445	\$72,340	\$12,826
Manchester	\$204,090	\$40,818	\$2,041	\$42,859	\$2,143	\$45,002	\$2,250	\$47,252	\$2,363	\$49,615	\$8,797
Mount Airy (Carroll County portion only)	\$338,000	\$67,600	\$3,380	\$70,980	\$3,549	\$74,529	\$3,726	\$78,255	\$3,913	\$82,168	\$14,568
New Windsor	\$76,790	\$15,358	\$768	\$16,126	\$806	\$16,932	\$847	\$17,779	\$889	\$18,668	\$3,310
Sykesville	\$164,550	\$32,910	\$1,646	\$34,556	\$1,728	\$36,283	\$1,814	\$38,097	\$1,905	\$40,002	\$7,092
Taneytown	\$283,440	\$56,688	\$2,834	\$59,522	\$2,976	\$62,499	\$3,125	\$65,623	\$3,281	\$68,905	\$12,217
Union Bridge	\$57,700	\$11,540	\$577	\$12,117	\$606	\$12,723	\$636	\$13,359	\$668	\$14,027	\$2,487
Westminster	\$816,520	\$163,304	\$8,165	\$171,469	\$8,573	\$180,043	\$9,002	\$189,045	\$9,452	\$198,497	\$35,193