

RESERVOIR WATERSHED MANAGEMENT AGREEMENT OF 2005

THIS AGREEMENT is effective as of the 7th day of November, 2005 by and among the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation (hereinafter called “the City”); BALTIMORE COUNTY, MARYLAND, a body corporate and politic (hereinafter called “Baltimore County”); CARROLL COUNTY, MARYLAND, a body corporate and politic (hereinafter called “Carroll County”); the MARYLAND DEPARTMENT OF THE ENVIRONMENT, a State agency; the MARYLAND DEPARTMENT OF AGRICULTURE, a State agency; the BALTIMORE COUNTY SOIL CONSERVATION DISTRICT and the CARROLL SOIL CONSERVATION DISTRICT (hereinafter called the “Districts”); the RESERVOIR WATERSHED PROTECTION COMMITTEE (hereinafter called “the Committee”); and the BALTIMORE METROPOLITAN COUNCIL, an intergovernmental body created by compact among the six major political jurisdictions in the Baltimore region (hereinafter called “the BMC”);

WHEREAS, the first Reservoir Watershed Management Agreement, executed in 1979 by and among the City, Baltimore County, and Carroll County, provided that the signatories review problems and actions affecting the three metropolitan water-supply reservoir watersheds, and report their findings and recommendations to a regional water quality committee; and

WHEREAS, the parties to the present Agreement (or their predecessors) executed a more comprehensive Reservoir Watershed Management Agreement in June 1984 (hereinafter called “the 1984 Agreement”), which was accompanied by a detailed Action Strategy that specified the policies and actions that would be put into effect with the intent of protecting the three water-supply reservoirs; and

WHEREAS, the parties in 1990 and again in 2003 reaffirmed the commitments made and the working committees established under the 1984 Agreement; and

WHEREAS, the parties have worked diligently since 1984 to implement the commitments made under the 1984 Action Strategy and the subsequent 1990 Action Strategy; and

WHEREAS, Baltimore City owns and operates the three reservoirs, the watershed areas of which lie principally in Baltimore County and/or Carroll County, and from the reservoirs provides untreated water to Carroll and Harford Counties, and itself treats and provides water from the reservoirs for consumption throughout the City and in portions of Anne Arundel, Baltimore and Howard Counties; and

WHEREAS, the General Assembly of the State of Maryland has established through the Code of Public Local Laws of Baltimore City, Subtitle 25, that Baltimore City has a statutory obligation to protect and otherwise improve the reservoir watersheds for the purpose of securing a pure and constant supply of drinking water; and

WHEREAS, the Code of Public Local Laws of Baltimore City, Subtitle 25, authorizes the City and the Counties to enter into agreements as may be necessary for these purposes; and

WHEREAS, Baltimore City, Baltimore County and Carroll County are mandated by State and local law to operate sediment control, stormwater management, and forest conservation programs; and

WHEREAS, the General Assembly of the State of Maryland has established the Department of the Environment and charged it with operating regulatory programs to protect the safety and adequacy of public drinking water sources, to control point-source discharges of treated wastewaters, to set statewide standards for the use of septic systems, to administer programs for sediment control and stormwater management, and to generally serve as Maryland's lead agency for complying with federal and State laws that relate to water quality; and

WHEREAS, the Soil Conservation Districts are independent subdivisions of the State charged with carrying out State policy relating to the conservation of soil, water and related resources; and the Districts have entered long-term agreements with State agencies and with the U.S. Department of Agriculture to carry out State and federal programs relating to soil conservation, water quality, and natural resource management and protection; and

WHEREAS, the General Assembly of the State of Maryland has established the Department of Agriculture and charged it with fostering, protecting, and developing the agricultural interests of the State; administering agriculturally-related soil conservation, water-quality-protection, and non-point-source pollution control programs; and administering outreach, technical and financial-assistance programs to achieve State goals; and has authorized the Department of Agriculture to collaborate with the Soil Conservation Districts to implement these programs; and

WHEREAS, the parties recognize the importance of maintaining good water quality in the three water-supply reservoirs in order to ensure a continued supply of high-quality potable water to all the customers of the regional water system at reasonable cost; and

WHEREAS, Baltimore City, Anne Arundel County, Carroll County, Harford County and Howard County, as purveyors of treated water whose raw water sources are Loch Raven Reservoir, Liberty Reservoir and/or the Susquehanna River, must comply with the requirements of the federal Safe Drinking Water Act; and

WHEREAS, all waters in the reservoir watersheds must comply with the requirements of the federal Clean Water Act, and with the requirements of related Maryland law and regulations, except in those portions of the watersheds where Pennsylvania law applies; and

WHEREAS, the parties desire that the benefits of and responsibilities for necessary actions be equitably shared by all parties;

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the covenants and agreements set forth hereinafter, it is mutually covenanted and agreed as follows:

ARTICLE I. RIGHTS OF SIGNATORIES NOT TO BE ABROGATED

- A. Nothing in this Agreement shall limit or abrogate any right or rights delegated to any of the signatory governments or agencies by acts of the General Assembly of the State of Maryland.
- B. It is further understood and agreed that the police, legislative and governmental powers of the City, the County Executive and County Council of

Baltimore County, the Carroll County Commissioners, and the State of Maryland are in no sense abridged or restricted by this Agreement.

- C. Each signatory hereto agrees that participation in the Reservoir Watershed Management Program by any party to this Agreement can be terminated by that party by providing three months' prior written notice to the other parties.

ARTICLE II. ESTABLISHMENT OF A RESERVOIR WATERSHED MANAGEMENT PROGRAM

A. Organization

This Agreement serves as the basis for the continuation of the Reservoir Watershed Management Program (hereinafter called "the Reservoir Program"), which consists of ongoing, cooperative efforts to improve and protect water quality in Loch Raven, Prettyboy and Liberty Reservoirs, and in their tributaries. The Reservoir Program shall be managed through the signatories as described below:

- 1) There is established a Reservoir Watershed Protection Committee (hereinafter called "the Committee") and a Reservoir Watershed Technical Group (hereinafter called "the Reservoir Technical Group"). The Committee is responsible for providing policy guidance to the Reservoir Technical Group, consistent with the goals of this Agreement; for reviewing the technical work of the Reservoir Technical Group; and for informing the BMC Management Committee of the ongoing work of the Reservoir Program.
- 2) The Committee shall consist of one member (or alternate) each from Baltimore City and Anne Arundel, Baltimore, Carroll, Harford and Howard Counties (hereinafter called "the five counties"). Each such member shall be appointed to the Committee by the chief elected official of his respective jurisdiction. The Baltimore County Soil Conservation District, the Carroll Soil Conservation District, the Department of Agriculture, the Department of the Environment, and the BMC shall

designate one person each to participate fully in the Committee's meetings.

- 3) The Reservoir Technical Group is responsible for day-to-day operation of the Reservoir Program and for providing technical advice, recommendations, and assistance to the Committee and to the signatories of this Agreement or their designees. The Reservoir Technical Group shall be a professionally staffed advisory body, working on behalf of and at the direction of the signatories or their designees.
- 4) The Reservoir Technical Group shall consist of one technical staff representative appointed by each signatory or his designee. Other members shall include one representative each from Anne Arundel, Harford and Howard Counties and from the BMC.
- 5) The BMC will provide staff support for the purposes of program coordination and administration, using funds provided by Baltimore City and the aforementioned five counties.

B. Program Goals

- 1) The broadest and **most fundamental goal** of the Reservoir Program is to ensure that the three reservoirs and their respective watersheds will continue to serve as:
 - (a) Sources of high-quality raw water for the Baltimore metropolitan water-supply system; and
 - (b) Areas where the surface waters will continue to support existing environmental, wildlife-habitat, and aesthetic purposes, as well as beneficial recreational uses.
- 2) It is a goal of the Reservoir Program to ensure that water quality in the three reservoirs and their tributaries consistently will meet all the applicable **water quality standards** established by federal and state regulations.

- 3) In order to ensure continued satisfactory water quality in the reservoirs themselves, the Reservoir Program adopts the following **specific technical goals**:
- (a) Maintain existing water quality in the reservoirs and their tributaries, and reduce phosphorus, sediment, bacterial, sodium and chloride loadings to the reservoirs (and their tributaries) to acceptable levels, in order to:
- eliminate existing and prevent future water quality impairments, as defined under the federal Clean Water Act, Section 303(d);
 - prevent health and nuisance (taste and odor) conditions from developing in the treated water; and
 - assist Baltimore City and Anne Arundel, Carroll, Harford and Howard Counties (as water providers) to meet the requirements of the federal Safe Drinking Water Act.
- (b) Improve the safety and security of the metropolitan water supply by reducing the risk of hazardous material contamination of the reservoir watersheds.
- 4) It is a goal of the Reservoir Program to promote patterns of land use in the three reservoir watersheds and promote landowner stewardship practices that together will help to meet the aforementioned water quality standards and technical goals for the reservoirs and their tributaries.

C. Program Operation

- 1) Baltimore City, Baltimore County, and Carroll County shall work in cooperation with the Baltimore County Soil Conservation District, the Carroll Soil Conservation District, the Department of Agriculture, the Department of the Environment, and the BMC to develop and adopt balanced source-water-protection and pollution-control policies, and to implement measures for the water-supply watersheds that are intended to achieve the Program Goals defined in Section II.B above.

- 2) The Committee and the Reservoir Technical Group shall review and evaluate existing problems and conditions, as well as proposed policies, programs and actions anywhere in the reservoir watersheds that might prevent the three reservoirs and their tributaries from attaining the **fundamental goal**, the **water quality standards**, and the **specific technical goals** defined in Section II.B above.
- 3) The Reservoir Technical Group shall, from time to time, develop and publish technical reports relating to reservoir and tributary water quality, trends in land use and land cover in the watersheds, particular pollutants of concern, and/or critical land and water management issues in the watersheds. Drafts of these reports shall be submitted to the Committee and to the BMC Management Committee for their review prior to public distribution.
- 4) The reviews and evaluations authorized in paragraph II.C.2 may address existing or proposed reservoir protection policies, master plans and land use plans, proposed zoning ordinances, zoning reclassification proposals, local master water and sewer plans, development proposals, proposed discharge permits, proposed best management practices, and other policies, plans or activities which could affect reservoir water quality. The reviews and evaluations shall be conducted within the framework of this Agreement and all applicable State and local laws and programs. The reviews and evaluations conducted by the Reservoir Technical Group (RTG) are advisory in nature. It is not intended that the RTG will review individual, private, single-density residential development projects. Final drafts of review comments by the RTG shall be submitted to the Committee for its review and approval.
- 5) In developing recommendations for new or improved local or State policies or initiatives, the Committee and the Reservoir Technical Group shall focus on issues related to the Program Goals stated above.
- 6) The Reservoir Technical Group shall meet at least semi-annually with the Committee and, as stated above, shall keep Committee members informed

of the projects and issues being addressed by the Reservoir Technical Group.

- 7) The Reservoir Technical Group and the Committee shall prepare biennial progress reports that summarize trends and recent changes in reservoir water quality, emerging water quality issues of concern, and critical trends in reservoir watershed land use, among other topics.
- 8) The *2005 Action Strategy for the Reservoir Watersheds* (herein called “*the 2005 Action Strategy*”) hereby supersedes the *1984 Action Strategy for the Reservoir Watersheds* and the *1990 Action Strategy for the Reservoir Watersheds*. The signatories commit themselves to the expeditious adoption and/or execution of the policies, initiatives, investigations and projects listed in the *2005 Action Strategy*.
- 9) As needed new initiatives or policies related to the Program Goals are identified over time, these initiatives or policies may be incorporated by amendment into the *2005 Action Strategy*, with the consent of the Committee and of all signatory parties to this Agreement. An amendment to this Agreement will not be required to allow the participants of the Reservoir Program to address new technical issues that relate to the Program Goals.

Approved as to legal form and sufficiency
this 9 day of November, 2005.

Luther L. Pinner
Title: Chief Solicitor

Mayor and City Council of Baltimore

By: [Signature]
The Honorable Martin J. O'Malley
Mayor of Baltimore City

Approved as to legal form and sufficiency
this 8th day of November, 2005.

[Signature]
Title: Asst. State County Attorney

Baltimore County, Maryland

By: [Signature]
The Honorable James T. Smith, Jr.
Baltimore County Executive

Approved as to legal form and sufficiency
this 8th day of November, 2005.

Kenneth Miller
Title: County Attorney

Carroll County, Maryland

By: [Signature]
The Honorable Julia W. Gouge
President
Board of County Commissioners

Approved as to legal form and sufficiency
this 10 day of November, 2005.

[Signature]
Title: Asst Atty Genl

Maryland Department of Agriculture

By: [Signature]
The Honorable Lewis R. Riley
Secretary

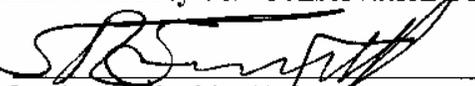
Approved as to legal form and sufficiency
this 9th day of November, 2005.

M. Rosemarie Sweeney
Title: Assistant Attorney General

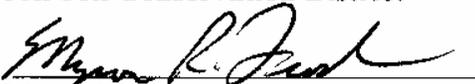
Maryland Department of the Environment

By: [Signature]
The Honorable Kendl P. Philbrick
Secretary

Baltimore County Soil Conservation District

By: 
Stephen R. Smith, Chairman

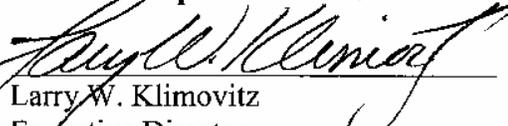
Carroll Soil Conservation District

By: 
Myron R. Frock, Chairman

Reservoir Watershed Protection Committee

By: 
The Honorable T. Bryan McIntire
Baltimore County Councilman and
Chair of the Committee

Baltimore Metropolitan Council

By: 
Larry W. Klimovitz
Executive Director