



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 ISSUED FOR THE ABOVE-NAMED CO-PERMITTEES

THIS MEMORANDUM OF AGREEMENT ("MOA") is made this 7th day of Oct., 2021, 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 Co-permittees on an NPDES MS4 Permit (the “Permit”) 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 will 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 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(s) 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 the manner in which 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 each Permit, per the requirements of the Permit(s).
- C. This agreement will be in perpetuity until all parties agree to terminate the agreement.
- D. A Municipality may **withdraw** from this MOA at any point. The Municipality shall 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 generation of the NPDES MS4 Permit that is in effect at any given time.
- D. **"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.
- E. **"Stormwater Mitigation Projects"** refer to best management practices (BMPs) designed to provide nutrient reductions and impervious acreage treatment associated with Permit compliance.

- F. “Co-permittees” refers to each jurisdiction that is named on and is subject to the requirements of NPDES MS4 Permit.
- G. “Party/ies” refers to each or all jurisdictions that are signatories to this MOA, or the Co-permittees.
- H. “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 the requirements 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 initial annual payment** for each Municipality under this agreement shall be based on \$35,000 per impervious acre, determined using the County’s Geographic Information System (GIS), multiplied by 2 percent of the total number of impervious acres required to be restored/mitigated by the Permit. Cost and initial payment calculations shall be based on the following formula, which uses the average cost per acre for County projects and the Municipalities’ impervious acreage required to be treated. See the table “Municipal Untreated IA & Initial Annual Payments for Capital Stormwater Mitigation Projects” for the initial payment for *each* Municipality.

Initial Payment =

(2% Total Untreated Municipal Impervious AC x Cost per AC) – 80% County Share

- C. County staff will **annually report** to the WRCC by December 1 the yearly and ongoing costs. The report will contain information regarding funds collected and expended in the previous year.
- D. Each Municipality’s **payment** will be **increased annually by 5 percent** over the previous year’s payment to reflect anticipated increases in project costs, starting in FY 2023. See the table, “NPDES MS4 Annual Municipal Payments,” which reflects the annual payment, including the 5 percent increase, for each Municipality.
- E. 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.
- F. 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.
- G. 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.
 - H. 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.
 - I. Each Municipality shall be responsible for all other **costs** and expenses relating to its **individual duties and responsibilities** under Section 6.B. of 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(s) 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.
 - J. Any impervious acre restoration achieved beyond that required for permit compliance during any given permit term will be used to help address changes in permit requirements or reduction in credits assigned to best management practices (BMPs).
 - 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. The **cost-sharing provisions** and the Costs and Fiscal Responsibilities section of this MOA shall be implemented to address individual permit requirements.
 - M. Achieving the untreated impervious acre restoration requirement currently demonstrates progress toward attaining **stormwater wasteload allocations (WLAs)** or approved **TMDLs**. If the accounting measures required by the Permit or the method to calculate the payments changes, the "Municipal Untreated IA & Initial Annual Payments for Capital Stormwater Mitigation Projects" and "NPDES MS4 Annual Municipal Payments" tables may be renegotiated separately from this agreement.

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.
- C. As projects involving **land acquisition** arise, the WRCC shall evaluate and approve said land acquisition.
- D. County staff will **update** the WRCC regularly on the **status** of Stormwater Mitigation Projects implemented to comply with the Permit.
- E. County staff and each Municipal WRCC representative will inform and coordinate with their respective elected officials regarding approval of any proposed changes to the table, "Municipal Untreated IA & Initial Annual Payments for Capital Stormwater Mitigation Projects."

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 including:

- 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 on public relations, public outreach, and citizen assistance. Specific activities and Permit conditions for which each Municipality will be responsible are outlined below.

- 1) Each Municipality will cooperate and **provide the required data** to support 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 chooses to assume delegation of its own **stormwater management** and/or **erosion and sediment control program** will be responsible for all related Permit conditions. This includes maintaining all programs, plan reviews, MDE approvals, adoption of ordinances, and other related activities.
- 3) Each Municipality will provide to the County, for areas and facilities within its corporate boundaries, all **data and other information** required by the Permit for database maintenance and reporting purposes. Data and information, as required by the Permit, 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.
 - b. Documentation of all surveying, inspection, and enforcement activities associated with illicit discharge detection and elimination.
 - c. Litter sources within Municipal boundaries, as well as data needed to develop, implement, and evaluate a public education program.
 - 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.
 - 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.
 - f. Information on all public outreach and education activities not implemented by the County.
 - 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.
 - h. At least three months in advance of the due date for submission of the NPDES Annual Report to MDE, all data and information required by the County for preparation of the NPDES Annual Report. The due date for submission to MDE of the Annual Report each year is the anniversary date of the issue date of the Permit.
- 4) Each Municipality will perform within its own corporate boundaries the **inspections** 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.
 - b. Preventative and maintenance inspections.
 - c. Outfall inspections. 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.

- 5) 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.
 - b. Each Municipality that holds a 20 SW industrial stormwater permit will implement a maintenance program to reduce pollutants at its Municipal-owned municipal facilities.
- 6) Each Municipality will work **cooperatively** with the County on activities to **implement programs** related to complying with the conditions of the Permit, including, but not limited to:
 - a. Addressing, responding to, and enforcing illicit discharge detection and elimination activities.
 - b. Developing and implementing, within corporate boundaries, a program to address litter control.
 - c. Providing input on the implementation of restoration plans or local TMDL implementation plans and the subsequent annual update of those plans and related reporting required by the Permit.
- 7) Each Municipality will develop a **Salt Management Plan** in accordance with the Permit.
- 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. Each Municipality will record the data requested by the County for each event and provide it to the County by July 31 each year for the prior fiscal year.
- 9) Each Municipality will provide any Municipality-specific data required by the County to evaluate and report progress toward meeting the **annual restoration benchmarks** for the local TMDL implementation plans.
- 10) Each Municipality shall participate, coordinate, and cooperate with the process to reflect **Maryland's baseline programs**, referenced in the Permit under SPECIAL PROGRAMMATIC CONDITIONS, as part of the net WLA accounting.
- 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.

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.
- 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. The NPDES MS4 **permit** issued to the County and Municipalities (Co-Permittees) and in effect at any given time shall be **incorporated** by reference in its entirety and made part of the MOA.
- F. It is understood that this MOA does **not abrogate** the responsibility of each jurisdiction for its share and responsibility in compliance.
- G. This MOA shall be construed, interpreted, and enforced under the laws of the State of Maryland.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

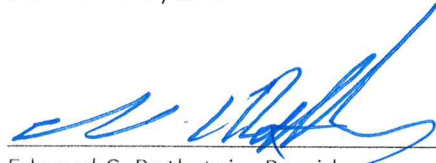
IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this MOA.


-Signatures on Following Page-

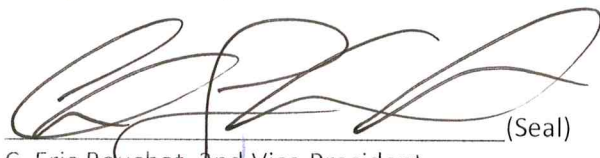
MEMORANDUM OF AGREEMENT
Between Carroll County, Maryland
And The Incorporated Municipalities
For Cost-Sharing of Stormwater Mitigation Projects

Signed this 7th Day of October, 2021.

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

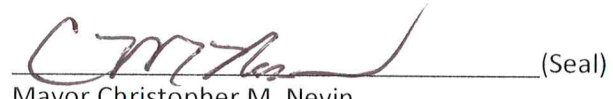
 (Seal)
Edward C. Rothstein, President

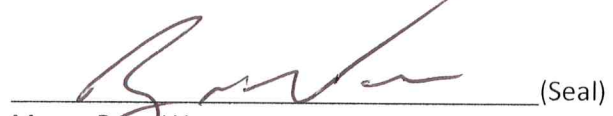
 (Seal)
C. Richard Weaver, Vice President

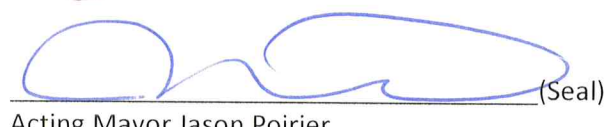
 (Seal)
C. Eric Bouchat, 2nd Vice President

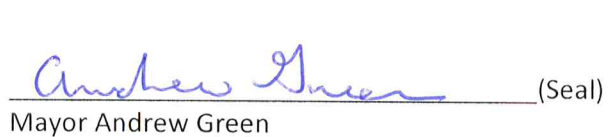
 (Seal)
Dennis E. Frazier, Commissioner

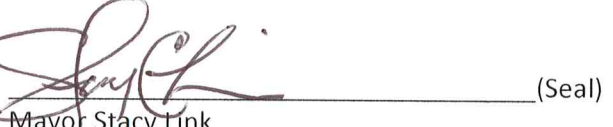
 (Seal)
Stephen A. Wantz, Commissioner

 (Seal)
Mayor Christopher M. Nevin
Town of Hampstead

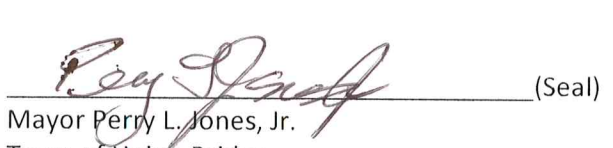
 (Seal)
Mayor Ryan Warner
Town of Manchester

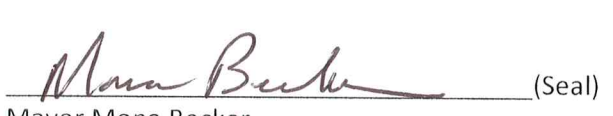
 (Seal)
Acting Mayor Jason Poirier
Town of Mount Airy

 (Seal)
Mayor Andrew Green
Town of New Windsor

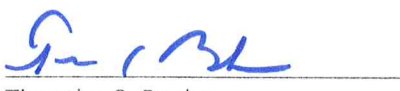
 (Seal)
Mayor Stacy Link
Town of Sykesville

 (Seal)
Mayor Bradley Wantz
City of Taneytown

 (Seal)
Mayor Perry L. Jones, Jr.
Town of Union Bridge

 (Seal)
Mayor Mona Becker
City of Westminster

Approved for legal sufficiency:


Timothy C. Burke
County Attorney

Municipal Untreated IA & Initial Annual Payments for Capital Stormwater Mitigation Projects

Municipality	Total Untreated Impervious Acres	Annual % Restoration Required	Acres Required to be Restored per Year	Cost per Acre	Total 2022 Cost	County Share of Cost (%)	Municipal Share of Cost (%)	Total 2022 County Share of Cost (\$)	Total 2022 Municipal Share of Cost (\$)
Hampstead	297.57	2%	5.95	\$35,000	\$208,299	80%	20%	\$166,639	\$41,660
Manchester	204.09	2%	4.08	\$35,000	\$142,863	80%	20%	\$114,290	\$28,573
Mount Airy <i>(Carroll County portion only)</i>	338	2%	6.76	\$35,000	\$236,600	80%	20%	\$189,280	\$47,320
New Windsor	76.79	2%	1.54	\$35,000	\$53,753	80%	20%	\$43,002	\$10,751
Sykesville	164.55	2%	3.29	\$35,000	\$115,185	80%	20%	\$92,148	\$23,037
Taneytown	283.44	2%	5.67	\$35,000	\$198,408	80%	20%	\$158,726	\$39,682
Union Bridge	72.7	2%	1.45	\$35,000	\$50,890	80%	20%	\$40,712	\$10,178
Westminster	816.52	2%	16.33	\$35,000	\$571,564	80%	20%	\$457,251	\$114,313

Municipal Untreated IA & Initial Annual Costs & Initial Annual Payments for Capital Stormwater Mitigation Projects

NPDES MS4 Annual Municipal Payments - Beginning in FY 2022

Note: Since restoration requirements will continue beyond 5th Gen permit, the table begins with the two years that the 4th Gen permit was extended, to count that restoration toward the 5th Gen permit. The MOA continues until the 6th Gen permit is issued. The table, therefore, includes the restoration and payments through the issuance of the 6th Gen permit, anticipating that MDE will administratively extend the 5th Gen permit until the 6th Gen permit is issued.

Municipality	2020 Actual	2021 Actual	2022	5% Increase	2023	5% Increase	2024	5% Increase	2025	5% Increase	2026	5% Increase	2027	5% Increase	2028	5% Increase	2029
Hampstead	\$72,340	\$72,340	\$41,660	\$2,083	\$43,743	\$2,187	\$45,930	\$2,296	\$48,226	\$2,411	\$50,638	\$2,532	\$53,170	\$2,658	\$55,828	\$2,791	\$58,620
Manchester	\$49,615	\$49,615	\$28,573	\$1,429	\$30,001	\$1,500	\$31,501	\$1,575	\$33,076	\$1,654	\$34,730	\$1,737	\$36,467	\$1,823	\$38,290	\$1,915	\$40,205
Mount Airy (Carroll County portion only)	\$82,168	\$82,168	\$47,320	\$2,366	\$49,686	\$2,484	\$52,170	\$2,609	\$54,779	\$2,739	\$57,518	\$2,876	\$60,394	\$3,020	\$63,413	\$3,171	\$66,584
New Windsor	\$18,668	\$18,668	\$10,751	\$538	\$11,288	\$564	\$11,853	\$593	\$12,445	\$622	\$13,067	\$653	\$13,721	\$686	\$14,407	\$720	\$15,127
Sykesville	\$40,002	\$40,002	\$23,037	\$1,152	\$24,189	\$1,209	\$25,398	\$1,270	\$26,668	\$1,333	\$28,002	\$1,400	\$29,402	\$1,470	\$30,872	\$1,544	\$32,415
Taneytown	\$68,905	\$68,905	\$39,682	\$1,984	\$41,666	\$2,083	\$43,749	\$2,187	\$45,936	\$2,297	\$48,233	\$2,412	\$50,645	\$2,532	\$53,177	\$2,659	\$55,836
Union Bridge	\$14,027	\$14,027	\$10,178	\$509	\$10,687	\$534	\$11,221	\$561	\$11,782	\$589	\$12,371	\$619	\$12,990	\$649	\$13,639	\$682	\$14,321
Westminster	\$198,497	\$198,497	\$114,313	\$5,716	\$120,028	\$6,001	\$126,030	\$6,301	\$132,331	\$6,617	\$138,948	\$6,947	\$145,895	\$7,295	\$153,190	\$7,660	\$160,850