



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

*Lori G. Kier*  
Senior Assistant Regional Counsel

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November 17, 2016

Ms. Lydia Guy  
Regional Hearing Clerk  
US EPA Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

Re: *In re:* Towson University  
Docket No. CWA-03-2016-0135

RECEIVED  
2016 NOV 17 PM 5:10  
REGIONAL HEARING CLERK  
EPA REGION III PHILADELPHIA, PA

Dear Ms. Guy:

Enclosed for filing please find the original Consent Agreement and Final Order in the above-captioned matter.

Sincerely,

Lori G. Kier

cc: Barbara English, Esq.  
Associate General Counsel  
Office of General Counsel  
Towson University 8000 York Road  
Towson, Maryland 21252-0001

Ms. Rebecca Crane  
EPA Region III, Water Protection Division





**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029**

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2016

|                             |   |  |
|-----------------------------|---|--|
|                             | : |  |
| In the Matter of:           | : |  |
|                             | : | Proceeding to Assess Class II Penalty      |
| Towson University           | : | Under Section 309(g)(2)(B) of the          |
| 8000 York Road              | : | Clean Water Act, 33 U.S.C. § 1319(g)(2)(B) |
| Towson, Maryland 21252-0001 | : |  |
|                             | : | Docket No. CWA-03-2016-0135                |
|                             | : |  |
| Respondent.                 | : | <b><u>CONSENT AGREEMENT</u></b>            |
|                             | : |  |
|                             | : |  |

**I. STATUTORY AND REGULATORY AUTHORITY**

1. Pursuant to Section 309(g) of the Clean Water Act (“CWA” or “Act”), 33 U.S.C. § 1319(g), the Administrator of the United States Environmental Protection Agency (“EPA”) is authorized to assess administrative penalties against “persons” who violate Section 301(a) of the Act, 33 U.S.C. § 1311(a). The Administrator has delegated this authority to the Regional Administrator of EPA Region III, who in turn has delegated this authority to the Director, Water Protection Division (Complainant).

2. This Consent Agreement is entered into by the Complainant and Towson University located in Towson, Maryland (“Towson” or “Respondent”), pursuant to Section 309(g) of the CWA and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits (Consolidated Rules), 40 C.F.R. Part 22.

3. Pursuant to 40 C.F.R. § 22.13(b), the Consolidated Rules provide in pertinent part that, where the parties agree to settlement of one or more causes of action before the filing of a complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a consent agreement and final order pursuant to 40 C.F.R. § 22.18(b)(2) and (3). Pursuant thereto, this Consent Agreement and Final Order (CAFO) simultaneously commences and concludes this administrative proceeding against Respondent.

4. Section 309(g)(2)(B) of the Clean Water Act, 33 U.S.C. § 1319(g)(2)(B), authorizes the assessment of administrative penalties against any person who violates any NPDES permit condition or limitation in an amount not to exceed \$10,000 per day for each day of violation, up to a total penalty amount of \$25,000.

5. Pursuant to the 2009 Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19, and Section 309(g)(2)(B) of the Act, 33 U.S.C. § 1319(g)(2)(B), any person who has violated any NPDES permit condition or limitation between January 12, 2009 up to and through December 6, 2013 is liable for an administrative penalty not to exceed \$16,000 per day for each day of violation up to a total penalty amount of \$177,500. 73 Fed. Reg. 75340 (Dec. 11, 2008), as corrected 74 Fed. Reg. 626 (Jan. 7, 2009).

6. Pursuant to the 2013 Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19, and Section 309(g)(2)(B) of the Act, 33 U.S.C. § 1319(g)(2)(B), any person who has violated any NPDES permit condition or limitation from December 7, 2013 through the present is liable for an administrative penalty not to exceed \$16,000 per day for each day of violation up to a total penalty amount of \$187,500. 78 Fed. Reg. 215 (Nov. 6, 2013).

## **II. GENERAL PROVISIONS**

7. Respondent agrees not to contest EPA's jurisdiction to issue and enforce this CAFO.

8. Respondent hereby expressly waives its right to a hearing on any issue of law or fact in this matter pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), and it waives its right to contest all of the allegations contained herein, and it further consents to issuance of this CAFO without adjudication.

9. Respondent agrees to bear its own costs and attorney fees.

10. The parties agree that settlement of this matter prior to the initiation of litigation is in the public interest and that entry of this CAFO is the most appropriate means of resolving this matter.

11. The provisions of this CAFO shall be binding upon the Respondent, its officers, principals, directors, successors and assigns.

## **III. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

12. Respondent is a "person" within the meaning of Section 502(5) of the Act, 33 U.S.C. § 1362(5).

13. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant (other than dredged or fill material) from a point source into waters of the United States except in compliance with a permit issued pursuant to the National Pollutant Discharge Elimination System (NPDES) program under Section 402 of the Act, 33 U.S.C. § 1342.

14. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of any pollutant from a point source to the waters of the United States. The discharges are subject to specific terms and

conditions as prescribed in the permit. Section 402(b) of the Act, 33 U.S. C. §1342(b), provides that the Administrator may authorize a state to issue NPDES permit.

15. Pursuant to Section 402(b) of the Act, 33 U.S.C. § 1342(b), EPA authorized the Maryland Department of the Environment (“MDE”) to issue NPDES permits on September 5, 1974, and to issue general NPDES permits in 1991.

16. MDE issued NPDES “General Permit for Discharges from State and Federal Small Municipal Separate Storm Sewer Systems,” General Discharge Permit No. 05-SF-5501; General NPDES Permit No. MDR 055501 (hereinafter, “the Permit”) effective November 12, 2004.

17. The Permit was scheduled by its terms to expire on November 11, 2009.

18. Pursuant to Section 402(i) of the CWA, 33 U.S.C. §1342(i), EPA retains its authority to take enforcement action within the State of Maryland for NPDES permit violations.

19. At all times relevant to this CAFO, Respondent owned and/or operated a municipal separate storm sewer system (MS4) as that term is defined in 40 C.F.R. § 122.26(b)(8) (hereinafter, “Towson MS4”).

20. The Towson MS4 is located within Baltimore County, Maryland.

21. The Towson MS4 is a “small MS4” within the meaning of 40 C.F.R. § 122.26(b)(16).

22. The Towson MS4 discharges stormwater to Towson Run and its associated tributaries, including Glenn Creek, which are “waters of the United States” within the meaning of Section 502(7) of the Act, 33 U.S.C. § 1362(7) and 40 C.F.R. § 122.2.

23. On October 4, 2005, the Towson MS4 received initial coverage for its discharges under the Permit, and its discharges have been covered by the Permit through an administrative extension since its expiration on November 11, 2009.

24. On November 7-8, 2013, EPA performed an inspection of the Towson MS4 (hereinafter, “EPA Inspection”) during which it observed multiple violations of the Permit as described in Section IV below.

25. Respondent admits the Findings of Fact and Conclusions of Law set forth herein.

## **IV. VIOLATIONS**

### **Count I**

#### **Failure to Implement Illicit Discharge Detection and Elimination Program**

26. Section III.C of the Permit requires Towson to implement a program to identify and eliminate illicit storm drain system connections and non-stormwater discharges to the maximum extent practicable.

27. The EPA Inspection revealed that Towson had failed to implement a program to identify and eliminate illicit storm drain system connections and non-stormwater discharges to the maximum extent practicable.

28. Towson's failure to implement a program to identify and eliminate illicit storm drain system connections and non-stormwater discharges to the maximum extent practicable constitutes violations of the Section III.B of the Permit and Section 402 of the Act, 33 U.S.C. § 1342.

### **Count II**

#### **Failure to Comply with State Stormwater Requirements**

29. Section III.D of the Permit requires Towson to comply with all State and Federal laws, regulations, ordinances, and procedures relating to stormwater management, including but not limited to Maryland Code of Regulations (COMAR) 26.17.02.10.

30. The EPA inspection revealed that Towson failed to comply with specific aspects of state regulation requirements, including the performance of various inspections and maintenance of inspection reports during stormwater management facility construction and upon completion of final grading and establishment of permanent stabilization.

31. Respondent's failure to comply with all State regulations, ordinances and procedures relating to stormwater management constitutes violations of the Section III.D of the Permit and Section 402 of the Act, 33 U.S.C. § 1342.

### **Count III**

#### **Failure to Ensure Proper Permitting of all Facilities; Failure to Develop Pollution Prevention and Good Housekeeping Procedures**

32. Section III.F of the Permit requires Towson to ensure that "all facility activities are properly permitted under NPDES or any other appropriate State or federal water pollution control program."

33. The EPA inspection revealed that Towson had failed to obtain permit coverage for at least two of the facilities that discharge into the Towson MS4 – the University General Services Facility and the Landscape Services Facility.

34. Respondent's failure to ensure that "all facility activities are properly permitted under NPDES or any other appropriate State or federal water pollution control program" constitute violations of the Section III.F of the Permit and Section 402 of the Act, 33 U.S.C. § 1342.

#### Count IV

#### Failure to Submit Annual Reports and Deficient Annual Report

35. Section V.C of the Permit requires Towson to submit annual reports regarding its MS4 operations to the Maryland Department of the Environment.

36. Upon information and belief, Towson failed to submit Annual Reports for 2012 and 2013, and it submitted an Annual Report for 2014 that did not comply with several applicable Permit requirements.

37. Respondent's failure to submit annual reports for 2012 and 2013, and submission of a deficient report for 2014, constitute violations of Section V.C of the Permit and Section 402 of the Act, 33 U.S.C. § 1342.

#### V. CIVIL PENALTIES

38. Pursuant to Section 309(g)(4)(A) of the Act, 33 U.S.C. § 1319(g)(4)(A), and 40 C.F.R. § 22.45(b), EPA is providing public notice and an opportunity to comment on the Consent Agreement prior to issuing the Final Order. In addition, pursuant to Section 309(g)(1)(A), EPA has consulted with the State of Maryland regarding this action, and will mail a copy of this document to the appropriate Maryland official.

39. Based upon the foregoing and having taken into account the nature, circumstances, extent and gravity of the violation(s), Respondent's ability to pay, prior history of compliance, degree of culpability, economic benefit or savings resulting from the violations, and such other matters as justice may require pursuant to the authority of Section 309(g) of the Act, 33 U.S.C. § 1319(g), EPA HEREBY ORDERS and Respondent HEREBY CONSENTS to pay a civil penalty in the amount of **thirty-one thousand three-hundred twenty (\$31,320)** in full and final settlement of EPA's claims for penalties for the violations alleged herein.

40. Respondent shall pay the total administrative civil penalty of **thirty-one thousand three-hundred twenty (\$31,320)** within thirty (30) days of the effective date of this CAFO pursuant to 40 C.F.R. § 22.31(c). Payment shall be made by one of the following methods set forth below.

All payments by Respondent shall reference Respondent's name and address and the Docket Number of this action, CWA-03-2016-0135.

Payment by check to “United States Treasury”:

By regular mail:

U.S. EPA  
Fines and Penalties  
Cincinnati Finance Center  
Box 979077  
St. Louis, MO 63197-9000

Contact: 513-487-2091

By overnight delivery:

U.S. Bank  
Government Lock Box 979077  
US EPA, Fines and Penalties  
1005 Convention Plaza  
Mail Station SL-MO-C2-GL  
St. Louis, MO 63101

Contact: 314-418-1028

By Wire Transfer:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT Address = FRNYUS33  
33 Liberty Street  
New York, NY 10045  
(Field Tag 4200 of the wire transfer message should read:  
D 68010727 Environmental Protection Agency)

By Automated Clearinghouse (ACH) Transfers for receiving U. S. currency (also known as REX or remittance express):

US Treasury REX / Cashlink ACH Receiver  
ABA = 051036706  
Account No.: 310006, Environmental Protection Agency  
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:  
5700 Rivertech Court  
Riverdale, MD 20737



Contact for ACH: John Schmid (202-874-7026)  
Remittance Express (REX): 1-866-234-5681

On-Line Payments:

WWW.PAY.GOV  
Enter sfo 1.1 in the search field  
Open form and complete required fields.

Additional payment guidance is available at:

[http://www.epa.gov/ocfo/finservices/make\\_a\\_payment.htm](http://www.epa.gov/ocfo/finservices/make_a_payment.htm)

Respondent shall send notice of such payment, including a copy of the check if payment is made by check, to the Regional Hearing Clerk at the following address:

Regional Hearing Clerk (3RC00)  
U.S. EPA Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

-and-

Lori G. Kier  
Mail Code 3RC20  
Office of Regional Counsel  
U.S. EPA Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

41. This CAFO shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law and ordinance, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit. Nor does this CAFO constitute a waiver, suspension or modification of the requirements of the CWA, 33 U.S.C. §§ 1251 *et seq.*, or any regulations promulgated thereunder.

42. The following notice concerns interest charges that will accrue in the event that any portion of the civil penalty is not paid as directed:

Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11(a), EPA is entitled to assess interest on outstanding debts owed to the United States. Accordingly, Respondent's failure to make timely payments as required herein or to comply with the conditions in this CAFO shall result in the assessment of interest.

Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of the fully-executed CAFO is mailed or hand-delivered to Respondent. However,

EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which it is due. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).

43. The penalty specified in Paragraph 39 shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal taxes.

## **VI. SUPPLEMENTAL ENVIRONMENTAL PROJECT**

44. Respondent shall undertake and complete the Towson University Geographical Information System supplemental environmental project ("SEP"), as described in Attachment A hereto which is incorporated herein as part of this CAFO

45. Respondent shall complete the SEP no later than 330 days from the effective date of this CAFO, as described with more specificity in Attachment A hereto.

46. Respondent shall expend no less than \$58,296.00 for expenses related to the SEP, itemized as described in Attachment A hereto.

47. Respondent hereby certifies that, as of the date of this Consent Agreement, it is not required to perform or develop the SEP by any federal, state or local law or regulation; nor is Respondent required to perform or develop the SEP by any other agreement, grant or as injunctive relief in this or any other case.

48. Respondent further certifies that it has not received, and is not presently negotiating to receive credit in any other enforcement action in any forum by any entity for the SEP besides the instant proceeding resolved by this CAFO.

49. The activities to be undertaken as part of the SEP are not required by any other law (federal, state or local); nor are they required by any other agreement, grant or as injunctive relief in the instant or any other case. In addition, the language precludes Respondent from attempting to obtain double credit for the same project. Also, Respondent cannot be allowed to "bank" projects (*i.e.*, Respondent may not receive credit for projects it has already commenced or completed in 30 advance of the enforcement action by EPA.)

50. SEP Completion Report. Respondent shall submit a SEP Completion Report to EPA at the address in Paragraph 5I below no later than 30 days following completion of the SEP. The SEP Completion Report shall contain the following information:

- (i) a detailed description of the SEP as implemented;
- (ii) a description of any operating problems encountered and the solutions thereto;
- (iii) itemized costs and documentation for each such expenditure;
- (iv) certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order; and

- (v) a description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible). Upon request, Respondent shall send EPA any additional documentation requested by EPA.

51. Respondent agrees that failure to submit the SEP Completion Report shall be deemed a violation of this Consent Agreement and Final Order and Respondent shall become liable for stipulated penalties pursuant to paragraph 54 below. Respondent shall submit all notices and reports required by this Consent Agreement and Final Order to the following address by first class mail or email:

Ms. Rebecca Crane  
NPDES Enforcement (Mail Code 3WP42)  
Water Protection Division  
US EPA Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

52. Respondent agrees that in order to receive credit for the SEP, it must fully and timely complete the SEP project in accordance with Paragraphs 45 and 46 herein. If Respondent fails to timely and fully complete any part of the SEP, including failure to spend the minimum amount of \$58,296.00, it shall pay to the United States a stipulated penalty of the difference between \$58,296.00 and the actual amount spent in performance of the SEP.

53. For purposes of the preceding paragraph, whether Respondent has fully and timely completed the SEP shall be in the sole discretion of EPA.

54. If Respondent fails to timely submit a SEP completion Report as required by this CAFO, Respondent shall pay to the United States a stipulated penalty of \$1,000 for each calendar day that the report is late.

55. Any public statement, oral or written, by Respondent making any reference to the SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of the federal Clean Water Act."

## **VII. PUBLIC NOTICE**

56. Pursuant to Section 309(g)(4)(A) of the Act, 33 U.S.C. § 1319(g)(4)(A), and 40 C.F.R. § 22.45(b), EPA is providing public notice and an opportunity to comment on the Consent Agreement prior to issuing the Final Order. In addition, pursuant to Section 309(g)(1)(A), EPA has consulted with the Maryland Department of the Environment (MDE) regarding this action, and will mail a copy of this document to the appropriate MDE official.

## **VIII. APPLICABLE LAWS**

57. This CAFO shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law and ordinance, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit. Nor does this CAFO constitute a waiver, suspension or modification of the requirements of the CWA, 33 U.S.C. §§ 1251 *et seq.*, or any regulations promulgated thereunder.

#### **IX. RESERVATION OF RIGHTS**

58. This CAFO resolves only the civil claims for the specific violations alleged herein. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present and imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). Further, EPA reserves any rights and remedies available to it under the Clean Water Act, 33 U.S.C. §§ 301 *et seq.*, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the Regional Hearing Clerk.

59. Entry of this CAFO is a final settlement of all violations alleged in this CAFO. EPA shall have the right to institute a new and separate action to recover additional civil penalties for the claims made in this CAFO, if EPA obtains evidence that the information and/or representations of the Respondent are false, or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action, civil or criminal, EPA may have under law or equity in such event.

#### **X. FULL AND FINAL SATISFACTION**

60. This settlement shall constitute full and final satisfaction of all civil claims for penalties which Complainant has under Section 309(g) of the CWA, 33 U.S.C. § 1319(g), for the violations alleged in this CAFO. Compliance with the requirements and provisions of this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and/or regulations administered by EPA.

#### **XI. PARTIES BOUND**

61. This CAFO shall apply to and be binding upon the EPA, Respondent, and Respondent's officers, employees, agents, successors and assigns. The undersigned representative of Respondent certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that party to it.

#### **XIII. ENTIRE AGREEMENT**

62. This CAFO constitutes the entire agreement and understanding of the parties concerning settlement of the above-captioned action and there are no representations, warranties,

covenants, terms or conditions agreed upon between the parties other than those expressed in this CAFO.

**XIII. NON-SEVERABILITY**

63. All of the terms and conditions of this CAFO together comprise one agreement, and each of the terms and conditions is in consideration of all of the other terms and conditions. In the event that this CAFO, or one or more of its terms and conditions, is held invalid, or is not executed by all of the signatories in identical form, or is not approved in such identical form by the Regional Administrator or his designee, then the entire CAFO shall be null and void.

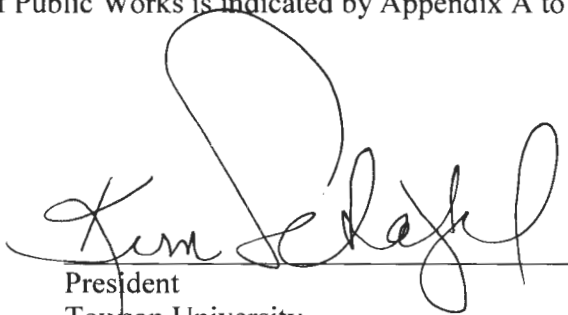
**XIV. EXECUTION**

64. The undersigned representative of Respondent certifies that s/he is fully authorized by Respondent to enter into the terms and conditions of this CAFO and to execute and legally bind Respondent to it, after obtaining the approval of the Maryland Board of Public Works. The approval of the Maryland Board of Public Works is indicated by Appendix A to this CAFO.

FOR RESPONDENT:

Date:

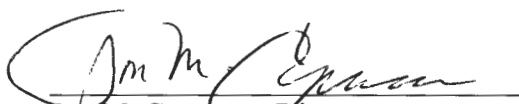
8/19/14

  
\_\_\_\_\_  
President  
Towson University

Accordingly, the Water Protection Division, US EPA Region III, recommends that the Regional Administrator of EPA Region III, ratify this Consent Agreement and issue the accompanying Final Order. The amount of the recommended civil penalty assessment is \$31,320.

Date:

11/14/2016

  
\_\_\_\_\_  
Jon M. Capasasa, Director  
Water Protection Division

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029**

|                             |   |  |
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| _____                       | : |  |
| In the Matter of:           | : |  |
|                             | : | Proceeding to Assess Class II Penalty      |
| Towson University           | : | Under Section 309(g)(2)(B) of the          |
| 8000 York Road              | : | Clean Water Act, 33 U.S.C. § 1319(g)(2)(B) |
| Towson, Maryland 21252-0001 | : |  |
|                             | : | Docket No. CWA-03-2016-0135                |
|                             | : |  |
| Respondent.                 | : | <b><u>FINAL ORDER</u></b>                  |
|                             | : |  |
| _____                       | : |  |

Complainant, Director of the Water Protection Division, U.S. Environmental Protection Agency, Region III, and Respondent, Towson University, an agency of the State of Maryland, by its President, have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the evocation/Termination or Suspension of Permits, 40 C.F.R. Part 22 (with specific reference to Sections 22.13(b) and 22.18(b)(2) and (3)). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final order as if fully set forth at length herein.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon the consideration of, *inter alia*, EPA's Interim Clean Water Act Settlement Policy) (March 1, 1995), and the statutory factors set forth in Section 309 of the Clean Water Act, 33 U.S.C. § 1319(d).

**NOW, THEREFORE**, pursuant to Section 309 of the Clean Water Act, 33 U.S.C. § 1319, and 40 C.F.R. § 22.18(b)(3) of the Consolidated Rules of Practice, it is hereby ordered that Respondent pay a civil penalty in the amount of **thirty-one thousand three-hundred twenty (\$31,320)** in accordance with the payment provisions set forth in the Consent Agreement, and comply with the terms and conditions of the Consent Agreement.

Pursuant to 40 C.F.R. § 22.45(b), this CAFO shall be issued after a 40-day public notice period is concluded and following execution by an authorized representative of EPA, and filing with the Regional Hearing Clerk. This CAFO will become final and effective thirty (30) days after it is filed with the Regional Hearing Clerk, pursuant to Section 309(g)(5) of the Act, 33

U.S.C. § 1319(g)(5), or after a public comment process pursuant to 40 C.F.R. § 22.45(b), is concluded, whichever occurs later.

Date: 11/14/2016

Cecil Rodriguez  
Shawn M. Garvin  
Regional Administrator for SMG





## Attachment A

### **SUPPLEMENTAL ENVIRONMENTAL PROJECT: Towson University Geographic Information System**

#### A. Background

Towson University (“the University” or “TU”) has agreed to perform a supplemental environmental project (“SEP”) involving the use of a Geographic Information System (“GIS”) which may be used as a credit against the assessment of civil penalties related to certain enforcement activities addressed by the United States Environmental Protection Agency (US EPA) for violations of the federal Clean Water Act, 33 U.S.C. §§ 1251 *et seq.* (EPA Docket No. CWA-03-2016-0135). The SEP is entitled “Towson University Geographic Information System,” or “TU-GIS”.

In particular, the University Facilities Planning Department has requested that the University’s Center for GIS (CGIS) prepare a stormwater mapping GIS application to display its stormwater network and associated features; this would represent an upgrade from the current Computer Aided Design and Drafting (CADD) format being utilized. The University will spend approximately \$58,296 on the TU-GIS project.

#### B. TU-GIS Supplemental Environmental Project

CGIS will prepare a stormwater mapping GIS application representing the University’s stormwater network and associated features which will be web-based. The TU-GIS application will include the campus network of stormwater lines and appurtenances (*e.g.*, culverts, manholes, inlets, outfalls, etc.), stormwater control features, and other structural stormwater best management practices (“BMPs”). The scope of the TU-GIS application will also include campus impervious surface features, such as roads, parking lots, walkways, and building footprints, and hydrology data (*e.g.*, streams and watersheds). The University submits that the TU-GIS will be both easy to navigate and scalable, allowing for future expansion to include other campus utility types, features, and functionality as needed. Facilities Planning will be accountable for the overall TU-GIS project by determining and controlling who has access to the application. The GIS Map will be located on both Facilities Management’s and Environmental Health & Safety’s Web page for complete public availability and transparency.

Facilities Planning will provide CGIS with the source data that will provide the basis of the campus stormwater GIS. TU’s inventory of stormwater feature data exists in computer-aided design and drafting (“CADD”) format, either as part of TU’s ‘base map’ or other related CADD datasets. Field verification will be conducted for all in situ stormwater outfalls, post-construction stormwater management facilities, storm sewer collection/distribution lines, catch basins/drain inlets and any other stormwater appurtenances that are not included on the CADD dataset. CGIS will extract the required feature data from the CADD datasets, converting it to a geodatabase format.

The University will prepare stormwater features represented in the GIS to conform with the GIS database schema specified in the Maryland Department of the Environment’s (MDE) “National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4), Geodatabase Design and User’s Guide” located at <http://www.mde.state.md.us/programs/Water/StormwaterManagementProgram/SedimentandStormwater>

[Home/Documents/Urban%20BMP%20Database%20for%20Phase%20II%20MS4s.pdf](#). The TU-GIS will update the schema to conform with MDE's forthcoming geodatabase for Phase II MS4s.

CGIS will prepare stormwater database tables as specified in the document titled "Proposed Supplemental Environmental Project to Address Administrative Liability Complaints", and populate feature attributes with information as available in the CADD data annotation layer. TU-GIS will require all future stormwater feature-related data deliverables submitted by university contractors and consultants comply with the MDE's specifications. Doing so will permit new or updated stormwater related data to conform to and be seamlessly integrated into the existing GIS database.

Moreover, the University plans to organize and symbolize the assembled GIS feature data, publishing it as web-based map services representing specific feature types. The TU-GIS project will configure the map services to optimize usability, and load them into an Esri ArcGIS On-Line (AGOL) mapping application. Users will be able to select from among various base maps over which to display TU's data. The TU Stormwater GIS will feature measurement and drawing tools, and will support the printing of custom formatted maps. Users will be able to update feature attribute data and attach photos to locations in the map. Features collectively referred to as 'impervious surfaces' (*i.e.*, paved areas and rooftops) will be prepared for presentation both as individual feature types, and assembled as a single impervious surface map layer. Open-ended lines depicting features in this impervious surface layer will be closed off to create polygons that support area calculation of impervious surfaces.

AGOL provides cloud hosting of mapping applications and associated content, while supporting the performance of a variety of analytic functions. AGOL's 'software as a service' model uses a 'credit'-based system for assessing hosting charges based on data storage utilized and functions performed. TU has an existing AGOL software license, which includes an annual AGOL credit budget. CGIS anticipates that the annual credit usage associated with the TU Stormwater GIS will be well within TU's allotted credits. However, The Center for GIS at Towson University ("CGIS") recommends that a more advantageous long-term configuration would be for TU to establish a 'hybrid' GIS infrastructure where the AGOL application and geodatabase are hosted internally by TU. Maintaining TU's GIS internally simplifies data updates, ensures redundancy, and reduces the use of credits which is expected to increase over time as AGOL is utilized more widely across campus.

Facilities Planning will provide access to the AGOL mapping application to the University Staff and students, in addition to Facilities Planning staff and the public at large. With the public's access to the mapping, potential illicit discharge locations could be more specifically reported by the public to the Environmental Health Service. CGIS will establish an AGOL TU Stormwater user 'group', and set up initial user accounts from a list of e-mails provided by Facilities Planning. A Facilities Planning staff person will be designated the 'owner' of the AGOL group and be responsible for maintaining the group accounts. The GIS Map will be located on both Facilities Management's and Environmental Health & Safety's Web page for complete public availability and transparency.

CGIS will provide Facilities Planning with training documentation to ensure that users are aware of and able to operate all functionality of the stormwater GIS; including updating it in the future, as necessary. The University will include the raw data with the submission of the SEP Completion Report to the Agency.

### C. SEP Schedule

The University will implement the TU-GIS project according to the following schedule:

| <b>TASKS AND ACTIVITIES</b>                                  | <b>Deliverable</b>   | <b>Due Date</b> |
|--|--|-----------------|
| <b>Task 1. Receivables (Provided by Facilities Planning)</b> |  |                 |
| 1.1  | Field verification of all in situ stormwater outfalls, post-construction stormwater management facilities, storm sewer collection/distribution lines, catch basins/drain inlets and any other stormwater appurtenances | 60 days         |
| 1.2  | TU's "base map" data in CADD (.dwg) format   | 30 days         |
| 1.3  | Additional storm-water related data for inclusion in the GIS, such as stormwater BMP locations, types, and drainage area   | 30 days         |
| 1.4  | Reference to any preferred map symbology schema for stormwater or other features   | 30 days         |
| 1.5  | Contact Information for TU staff requiring access to TU's stormwater GIS   | 30 days         |
| <b>Task 2. Deliverables (TU's CGIS)</b>                      |  |                 |
| 2..1   | Production TU Stormwater mapping application, as described in the Scope of Work  | 120 days        |
| 2.1  | Application users guide documentation  | 120 days        |
| 2.2.   | One application training session for TU Facilities Planning Staff  | 120 days        |
| <b>Task 3. Project Management</b>                            |  |                 |

|                                   |               |                         |
|-----------------------------------|---------------|-------------------------|
| 3.1 Prepare Progress Reports      | Submit to EPA | As required             |
| 3.2 Prepare SEP Completion Report | Submit to EPA | Upon Project Completion |

D. Project Budget

| Activity   | Anticipated Cost   |
|--|--------------------|
| GIS Mapping (From TU's CGIS Agreement and Scope of Work June 7, 2016)  |                    |
| <ul style="list-style-type: none"> <li>• Source data (CADD) conversion (TU Base map, stormwater features/BMPs, impervious) \$12,600</li> <li>• Capture stormwater attributes from CADD annotation layers and other source data \$4,560.00</li> <li>• Setup geodatabase per MDE stormwater standard \$1,600.00</li> <li>• Build TU Stormwater map in ArcGIS (.mxd) \$1,460.00</li> <li>• Set up and configure Webmap services representing geodatabase features \$2,100.00</li> <li>• Create WebMap \$2,800.00</li> <li>• Create ArcGIS On-line (AGOL) Web map application \$6,200.00</li> <li>• Establish and configure AGOL user accounts \$ 360.00</li> <li>• Prepare documentation and perform user training \$4,140.00</li> <li>• Project Management \$8,076.00</li> </ul> | \$43,896.00        |
| Field verification of all <i>in situ</i> stormwater outfalls, post-construction stormwater management facilities, storm sewer collection/distribution lines, catch basins/drain inlets and any other stormwater appurtenances  | \$14,400.00        |
| Potential Additional Costs;  |                    |
| <ul style="list-style-type: none"> <li>• Equipment (IPADs, Laptop Computer(s), Software)</li> <li>• Staff Training</li> <li>• Annual Update</li> </ul>   |                    |
| <b>Total Known Project Costs</b>   | <b>\$58,296.00</b> |

E. Consistency with Agency Policy

EPA has determined that the TU-GIS project is consistent with the Agency's SEP Policy, (March 10, 2015 Update) (available at: <https://www.epa.gov/sites/production/files/2015-04/documents/sepupdatedpolicy15.pdf>). It also supports two of the Next Generation goals established by the Agency's Office of Enforcement and Compliance Assurance (OECA) – public transparency and electronic reporting.

F. Anticipated Benefits from Project

In evaluating the SEP, EPA considered, among other criteria, the potential improvements that could occur because of the SEP. For example, the University operates its own Municipal Separate Storm Sewer System (MS4), which will experience potential benefits from implementation of the SEP.

At the time of EPA's inspection, TU was utilizing a map generated from computer-aided design and drafting (CADD). Stormwater system features were contained in CADD datasets. The University did not utilize (GIS) technology for its mapping. GIS mapping of MS4 is not required by law or regulation. Towson University Office of Facilities Planning (Facilities Planning) requires ready access to current data representing the TU campus stormwater network and related information. This includes a means to store, view, update, print maps and share this information as needed.

#### G. Penalty Reduction

The University has agreed to settle the violations identified in the Consent Agreement and Final Order ("CAFO") in an amount of \$52,200. According to the University, and as detailed above, the cost of the TU-GIS SEP is expected to be approximately \$58,296.00. If the SEP is performed as proposed, EPA expects to provide Respondent with a credit of forty-percent of that expenditure, or \$20,880. As to the difference between the negotiated amount of \$52,200 and the SEP cost, Respondent would resolve that amount with a cash payment of \$31,320.

Supplement B  
Department of Budget And Management  
**ACTION AGENDA**  
September 21, 2016

Contact: Rebecca Salsbury 410-576-6498  
rsalsbury@oag.state.md.us

**16-GM.      TOWSON UNIVERSITY**  
***General Miscellaneous***

***Fund Source:*** Agency Funds

***Appropriation Code:*** R30B24

***Request Amount:*** \$31,320

***Description:*** Pursuant to State Government Article § 12-404, Towson University and the Office of the Attorney General request approval of the payment of \$31,320 in full settlement of all claims and issues, including attorneys' fees, made by the United States Environmental Protection Agency (EPA) against Towson University concerning a permit issued pursuant to the National Pollutant Discharge Elimination System program under Section 402 of the Clean Water Act (the "Act), 33 U.S.C. §1342. As part of the settlement, the University will also complete a Supplemental Environmental Project estimated to cost \$58,296.

***Requesting Agency Remarks:*** If this settlement is approved, a check should be made payable to United States Treasury in the amount of \$31,320, which shall reference Towson University, 8000 York Road, Towson, Maryland 21252-0001 and Docket Number CWA-03-2016-0135. The check should be mailed to Rebecca Salsbury, Assistant Attorney General, Office of the Attorney General, 200 St. Paul Place, 17<sup>th</sup> Floor, Baltimore, Maryland 21202, who will deliver the check and ensure all of the necessary documentation is completed.

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**BOARD OF PUBLIC WORKS ACTION – THIS ITEM WAS:**

**APPROVED**

**DISAPPROVED**

**DEFERRED**

**WITHDRAWN**

**WITH DISCUSSION**

**WITHOUT DISCUSSION**

**CERTIFICATE OF SERVICE**

I hereby certify that today I caused to serve the foregoing Consent Agreement and Final Order in the matter of *Towson University*, Docket No. CWA-03-2016-0135, on the parties listed below in the manner indicated:

Via Hand Delivery

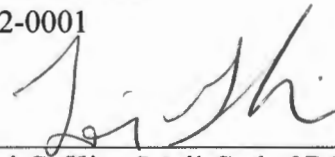
Ms. Lydia Guy  
Regional Hearing Clerk  
US EPA Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

Via First Class Mail; Return Receipt Requested

Barbara English, Esq.  
Associate General Counsel  
Office of General Counsel  
Towson University 8000 York Road  
Towson, Maryland 21252-0001

Dated:

Nov. 17, 2016



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Lori G. Kier (Mail Code 3RC30)  
Office of Regional Counsel  
US EPA Region 3  
1650 Arch St.  
Phila., PA 19103-2029

