

PUBLIC SEWER STATUS VERIFIED BY
KMW

ISSUE DATE: 11-20-13

P 545196

APPROVAL DATE: 11/25/13 *(KMW)*

A REPAIR

PERMIT

Septic Repair BRF

TAX ID: 03-281469

ON-SITE SEWAGE DISPOSAL SYSTEM HOWARD COUNTY HEALTH DEPARTMENT BUREAU OF ENVIRONMENTAL HEALTH

Hatfield's Equipment IS PERMITTED TO INSTALL ALTER

TAX ID: 03-281469

ADDRESS: PO Box 519 Annapolis Junc, MD PHONE NUMBER: 410-984-0047

SUBDIVISION: _____ LOT NUMBER: _____

ADDRESS: 1512 Everlea Road PROPERTY OWNER: Jennifer Scarpaci

TREATMENT UNIT: Norweco

TREATMENT UNIT MODEL: Singular TNT 960

NUMBER OF BEDROOMS: 4

SQUARE FEET OF HOUSE: _____

LINEAR FEET OF TRENCH REQUIRED: N/A

Must receive start-up certification letter from manufacturer prior to final approval

TRENCHES:	Not needed.
LOCATION:	Install new treatment unit in same location as existing septic tank. Existing septic tank to be pumped and collapsed.
NOTES:	Install New treatment unit per manufacturer's specifications. Connect new plumbing to existing drywell. Drywell must have 6" observation port.

PLANS APPROVED: K. Wolf DATE: 11/20/2013

- NOTE: PERMIT VOID AFTER 2 YEARS
- NOTE: CONTRACTOR RESPONSIBLE FOR SCHEDULING A PRE-CONSTRUCTION INSPECTION FOR ALL INSTALLATIONS
- NOTE: WATERTIGHT SEPTIC TANKS REQUIRED
- NOTE: ALL PARTS OF SEPTIC SYSTEM SHALL BE 100 FEET FROM ANY WATER WELL
- NOTE: MANHOLE RISERS REQUIRED ON ALL SEPTIC TANKS AND PUMP CHAMBERS
- NOTE: AN ELECTRICAL PERMIT IS REQUIRED FOR INSTALLATION OF ANY ELECTRICAL COMPONENTS OF THE SYSTEM

NEITHER THE HOWARD COUNTY COUNCIL OR THE HEALTH DEPARTMENT IS RESPONSIBLE FOR THE SUCCESSFUL OPERATION OF ANY SYSTEM PERMITTEE RESPONSIBLE FOR OBTAINING FINAL APPROVAL ON THIS PERMIT CALL 410-313-1771 FOR INSPECTION OF SEPTIC SYSTEM



Bureau of Environmental Health
 7178 Columbia Gateway Drive, Columbia, MD 21046-2147
 Main: 410-313-2640 | Fax: 410-313-2648
 TDD 410-313-2323 | Toll Free 1-866-313-6300
 www.hchealth.org
 Facebook: www.facebook.com/hocohealth
 Twitter: HowardCoHealthDep

Maura J. Rossman, M.D., Health Officer

000103

**OPERATION AND MAINTENANCE AGREEMENT
 FOR AN ON-SITE SEWAGE DISPOSAL SYSTEM
 HAVING AN ADVANCED PRE-TREATMENT SYSTEM**

THIS AGREEMENT is made this 18 day of October, among Jennifer Wilner, hereinafter collectively referred to as "Owner", and the Howard County Health Department hereinafter referred to as the "County".

WHEREAS, Owner is the owner or contract owner of a parcel of land located at 1512 Everlea Road, Manassasville 20104 in the 3rd Election District of Howard County, Maryland, and the deed to same is recorded or shall be recorded among the Land Records of Howard County, Maryland in Liber 10845 Folio 315.

WHEREAS, The Lot is suitable for the installation of a conventional on-site sewage disposal system, but an advanced pre-treatment system, utilizing best available technology to perform nitrogen reduction, must be installed as part of the sewage disposal system for a 3 bedroom home with 1700 square feet of finished living space and 600 square feet of unfinished living space. Advanced pre-treatment has been required (pick one):

- To minimize the potential impact of the on-site sewage disposal system on down grade wells.
- For an existing lot of record that does not have enough area available for an initial and two replacement onsite sewage disposal systems.
- For the purpose of repairing a failing onsite sewage disposal system on an existing lot of record.

NOW, THEREFORE, the parties hereto agree as follows:

- A. Owner hereby grants to the County the right to enter upon the Lot at any reasonable time for access to the system to make periodic inspections and the Owner agrees to provide any information and data in Owner's possession reasonably requested and needed by the County to develop accurate and thorough test results.
- B. Owner acknowledges and agrees that neither the County nor any of its agents or employees, either officially or individually, underwrites the operation of any system approved by them.
- C. The Owner will devote reasonable care and effort to the operation and maintenance of the system in perpetuity or until a public sewer connection is made so that a system malfunction is not the result of poor maintenance, faulty operation, or neglect.

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2013 OCT 24 PM 2:02
 CIRCUIT COURT
 FOR
 HOWARD COUNTY
 FILED

D. The Owner agrees to enter into a contract reasonably acceptable to the Owner and the County with a private entity to operate and maintain on a regularly scheduled basis an approved advanced pre-treatment system. The owner shall supply a copy of the contract to the County when it is renewed or altered.

E. This agreement shall run with the land and upon Owner's taking title to the Lot shall bind the Owner, their heirs, successors, and assigns to the provisions of the agreement as long as the property is in existence and after installation of the system. Owner further agrees that they shall inform in writing any subsequent purchaser or lessee of the Lot that the system shall require maintenance or other attention. Upon taking title to the Lot, the Owner agrees to cause this agreement to be recorded in the Land Records of Howard County and assure that it becomes part of the Deed for the subject property in order that prospective buyers may be aware of the special conditions affecting this property.

F. This agreement shall not be construed to limit any authority of the County to protect the public health, safety or comfort or to issue any other orders to take any other action which is now or may hereafter be within its authority.

G. This agreement may be voided at any time at the discretion of the County.

H. This agreement contains the entire agreement and understanding between the County and the Owner. There are no additional terms other than as contained in this agreement. This agreement may not be modified, except in writing signed by each of the parties or by their authorized representatives.

I. The laws of the State of Maryland govern the provisions of all transactions pursuant to this agreement.

J. Owner acknowledges and agrees that interior renovations to increase the number of bedrooms or an increase in living space shall not be permitted without approval from the County.

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the date indicated above.

Jillm 10/18/13
Owner/Jennifer Wilner Date

Beet Nya 10/21/2013
Howard County Health Department

Owner

LR - Recording Fee (No Taxes)	20.00
Grantor/Grantee Name: Jennifer	
Reference/Control #: 103	
LR - Surcharge	40.00
<u>SubTotal:</u>	<u>60.00</u>
<u>Total:</u>	<u>120.00</u>

#2139300-1
10/24/2013 01:58 CC13-NW
#2139300 CC0503 - Howard Co
Columbia/CC05.03.03 -
Register 03 495



Canaan Valley Institute

WORKING FOR THE SUSTAINABILITY OF THE MID-ATLANTIC HIGHLANDS SINCE 1995

October 16, 2013

Ms. Jennifer Wilner
1512 Everlea Road
Marriottsville, MD 21104

RE: FY 2013 Howard County Bay Restoration Fund OSDS Upgrade Program

Dear Ms. Wilner:

Thank you for your application to participate in the Howard County Bay Restoration Fund OSDS Upgrade Program. The Howard County Health Department has verified that your existing septic system is failing and in need of repair. Based on your 2011 income tax return form, you are eligible to receive funding to cover **100%** of the cost to upgrade your system to one of the MDE approved BAT units up to \$13,000. The approved price includes the cost of the unit, installation of the unit, and 5 years of operation and maintenance. The price does not include the cost of permits.

In order to receive your OSDS upgrade, **you MUST follow these steps:**

1. **Sign this letter** on the bottom of page 2 **and return it** in the envelope provided within **2 weeks of the date of this letter**.
2. File a septic repair permit application with the Howard County Health Department **within 2 weeks of the date of this letter**. The permit application fee is \$396.00 (\$165 for tank approval only).
3. Contact the Howard County Health Department, Well and Septic Division to obtain the Agreement and Easement for Installation of Best Available Technology Systems with Bay Restoration Funds. Have it signed by a Howard County Health Department Bureau Director or Designee. Then take it to the Circuit Court and have it recorded in Land Records **within 2 weeks of the date of this letter**.
4. Prepare your property and schedule installation of the system. The system must be installed **within 6 weeks of the date the Agreement and Easement is recorded**.

If assistance is needed in completing any of the steps listed above, you may contact me at 304-940-3443 or kristin.mielcarek@canaanvi.org.

494 RiverStone Road | Davis, WV 26260
Phone: (304) 259.4739 or (800) 922.3601 | Fax: (304) 259.4759
www.canaanvi.org

**AGREEMENT AND EASEMENT FOR INSTALLATION
OF BEST AVAILABLE TECHNOLOGY SYSTEMS
WITH BAY RESTORATION FUNDS**

Parcel Number: 3281469
Doc Type: Deeds
\$0.00

THIS AGREEMENT is made this 18 day of October, among Jennifer Weiner, hereinafter referred to as "Owner," the Howard County Health Department hereinafter collectively referred to as the "County," and the Department of the Environment, hereinafter referred to as the "Department."

WHEREAS, Owner owns a tract of land located on 1512 Evelyn Road, Marriottsville, in the 3rd Election District of Howard County, Maryland, and the deed to same is recorded among the Land Records of Howard County, Maryland, in Columbia, MD and in Liber 10845 Folio 315.

WHEREAS, the Bay Restoration Fund (BRF) may provide a grant for the cost attributable to upgrading an onsite sewage disposal system to the Best Available Technology (BAT) for the removal of nitrogen.

WHEREAS, the BRF may also provide a grant for the cost difference between a traditional onsite sewage disposal system and a system that utilizes the BAT for the removal of nitrogen.

WHEREAS, Owner understands that participation in the Bay Restoration Fund is voluntary.

NOW, THEREFORE, the parties hereto agree as follows:

- A. Owner hereby grants to the Department and the County the right to enter upon the property at any reasonable time for access to the system to make periodic inspections and the Owner agrees to provide any information and data requested and needed by the Department to develop accurate and thorough test results.
- B. Owner acknowledges and agrees that a manufacturer-approved installer will install the BAT system.

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CIRCUIT COURT
FOR
HOWARD COUNTY
FILED

- C. Owner acknowledges and agrees the manufacturer will provide for Operation and Maintenance of the BAT for a period of 5 years as a condition of sale of the BAT. After the 5 year period the Operation and Maintenance contract can be further extended at the behest of the property owner. The Department and County encourage the property owner to continuously maintain an Operation and Maintenance contract during the lifetime of the system.
- D. Owner acknowledges and agrees that the manufacturer appointed Operation and Maintenance provider will have access to the BAT system at all times.
- E. Owner acknowledges and agrees that the manufacturer or manufacturers designee will have access to sample the effluent of the BAT system. Owner acknowledges and agrees that the proposed installation of a BAT system funded by the BRF is voluntary. Owner agrees that there shall be no liability on the part of the County or Department to Owner if this BAT system fails, and that the County and the Department do not warrant or guarantee that the BAT system will adequately or properly function.
- F. Owner acknowledges and agrees that neither the County nor the Department nor any of its agents or employees, either officially or individually, underwrites the operation of any system approved by them.
- G. The Owner will devote such care and effort to the maintenance of the BAT system so that any malfunction is not the result of poor maintenance, faulty operation, or neglect.
- H. The Canaan Valley Institute agrees to grant \$ 13,000 toward the cost of installation of the BAT system, and financial responsibility is limited to this amount. Operating costs will be at the Owners expense.
- I. The Owner acknowledges that the BRF grant can only be used for that portion of the OSDS attributable to (BAT) for the removal of nitrogen.

- J. Owner acknowledges in the event the total project cost is greater than \$25,000 the proposal will have to be approved by the Maryland State Board of Public Works.
- K. The Owner agrees to contact both the Water Management Administration, On-Site Systems Division of the Wastewater Permits Program and the County at least forty-eight (48) hours prior to system installation, so that the Department has the opportunity to be present at the time of installation or thereafter for inspection.
- L. The Owner must install BAT system according to the manufacturer recommended plans and specifications approved by the Department.
- M. The Owner agrees and acknowledges that if installation deviates substantially from the approved plans or changes such that performance of the system is compromised or reduced, BRF funding will not be provided.
- N. This agreement shall run with the land and binds the Owner, his heirs, successors, assigns except that the provisions of paragraph A, C, D and E shall be binding for a period of 5 years only after installation of the system and occupation of the home. Owner further agrees that he shall inform in writing any purchaser or lessee of the property that the system may require maintenance or other attention. The Owner agrees to record this agreement in the land records of __Howard__ County.
- O. This agreement shall not be construed to limit any authority of the Department to protect the public health, safety or comfort or to issue any other orders to take any other action that is now or may hereafter be within its authority.
- P. This agreement may be voided at the discretion of the Department if the system construction is not completed within six (6) months of the effective date of this agreement.
- Q. This agreement contains the entire agreement and understanding between the County and the Owner and the Department. There are no additional terms other than as contained in this

agreement. This agreement may not be modified except in writing signed by each of the parties or by their authorized representatives.

R. The laws of the State of Maryland govern the provisions of all transactions pursuant to this agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the date indicated above.

DATE: 10-18-13

Jennifer Wilner
Owner Jennifer Wilner

DATE: 10/21/2013

Best Rifon
Howard County Health Department

**PAYMENT OF TAXES
NOT NECESSARY**
Francis Miles
DIRECTOR OF FINANCE OF HOWARD COUNTY

LR - Recording Fee (No Taxes) 20.1
Grantor/Grantee Name: Jennifer
Reference/Control #: 104
LR - Surcharge 40.0
SubTotal: 60.0
Total: 120.0
#2138300-5
10/24/2013 01:58 CC13-NI
#2138300 CC0503 - Howard Co
Columbia/CC05.03.03 - Register
03 495

Back River Pre-Cast, LLC

PO BOX 329
Glyndon, MD 21071
Phone # 410-833-3394
Fax # 410-833-4116

Letter of Certification

This is to certify that the Norweco Singlair TNT 500 / 600 GPD Septic Tank installed at 1512 Everlea Rd., Marriottsville, MD 21104 on November 22, 2013 was installed according to the manufacture's specifications.

Installer: Ken Hatfield Jr.



MATTHEW GECKLE

Vice-President

Back River Pre-Cast, LLC.

P.O. Box 329 - Glyndon, Maryland 21071
 Phone: (410)-833-3394 Fax: (410)-833-4111
 E-MAIL: bsclriver@gmail.com

Bay Restoration Fund Septic Upgrade-Proposal

Homeowner Jennifer & Phillip Wilner	Installer Hatfields Equipment, Inc.
County Howard	Plant No.
Street address 1512 Everlea Road	Plant address PO BOX 519
City State ZIP Code Marriottsville, MD 21104	City State ZIP Code Annapolis Junction, MD 20710
Installer's Name Ken Hatfield	Phone 301-490-4289
Flow 100	Fax 301-490-5794
Cost	Date

We have provided a preliminary schedule for the following: **MDE Pre-Castal Region**

HOMEOWNER REQUIREMENTS:
 Completing all MDE Grant Forms; Completing and Recordation of Easement Form, and filing with County;
 Filing all completed paperwork necessary for reimbursement to Back River Pre-Cast, LLC.
 Note: County permits and easement recordation must be complete before any installation to occur.
 Homeowner agrees to be personally liable to Back River Pre-Cast, LLC for total amount due, if applicable.

INSTALLER TO PROVIDE:
 A site visit to evaluate scope and feasibility, Installation Permit, and Miss Utility Notification
 Safe abandonment of existing septic tank if needed, Electrical supply by Norweco System
 Installation and Connection of Norweco System according to installation instructions
 Coordinating inspection and obtaining final approval from local health department and Norweco representative.
 Final grading, seeding and strew, with one additional site left as needed to address any settling that may occur.

BACK RIVER PRE-CAST, LLC. RESPONSIBLE FOR:
 Supply Norweco Complete WWT Treatment System: 600 GPD and 18" of risers for access and filter cleanouts
 Delivery and unloading of unit
 Operation, Maintenance & Warranty service for 5 years from the date of installation
 Final payment by installation Contractor

Tax included, where applicable
TOTAL PRICE: \$10,673.00

Notes: No work will be scheduled until easement is recorded and permits have been issued.
 Back River Pre-Cast, LLC, and its installers will exercise caution while excavating, but can not be responsible for any underground utilities that are not marked by Miss Utility. Private utilities, landscape lighting and irrigation systems, locations are the Homeowner's responsibility to mark. Sidewalks and driveways will be avoided and protected when possible, but Back River Pre-Cast, LLC, is not responsible for damage due to equipment required for installation. All work is considered completed when accepted by appropriate county inspection agency.

Authorized Signature: County Health Dept. Representative	Authorized Signature: Ken Hatfield Back River Pre-Cast, LLC.	Date: 10/17/13
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Accepted by Homeowner: *J. Wilner* Homeowner Signature
 Accepted by Installer: *Ken Hatfield* Installer Signature
 Date: 10/17/13