

**GUILFORD ROAD PROPERTIES**

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**PUBLIC SEWER MAIN EXTENSION**

# **JOINT PERMIT APPLICATION**

October 2021

Prepared for:

Santos Realty, LLC

Prepared by:

 **BayLand**  
Consultants & Designers, Inc.

*"Integrating Engineering and Environment"*

7455 New Ridge Road, Suite T Phone: (410) 694-9401  
Hanover, Maryland 21076 Fax: (410) 694-9405  
Website: [www.baylandinc.com](http://www.baylandinc.com)

## **Project Overview Narrative for: Guilford Road Properties Public Sewer Main Extension**

### **Background**

BayLand Consultants & Designers, Inc. (BayLand) has been engaged by Santos Realty, LLC, to prepare the permit and construction documents required to construct a new gravity sanitary sewer main to serve 3 existing properties on Guilford Road with 4 existing residential structures.

The 3 properties are 10408, 10412, and 10416 Guilford Road in Jessup Maryland. 10412 and 10416 are smaller lots carved out of 10408 years ago for family. All three properties are currently zoned commercial and are owned by Santos Realty, LLC. The topography of the properties slopes down away from the road toward a small stream just beyond the rear property line. The lower portions of the property flatten out and are within the FEMA 100-year floodplain. The floodplain is wooded with contains areas of non-tidal wetland.

Existing improvements include 3 residential buildings and one mobile home. One of the residential buildings on 10408 Guilford Road is currently vacant and unoccupied because of its condition. Because of the zoning, it will quite likely be replaced with a commercial structure at some point in the future. The two occupied residential buildings and the mobile home all have failed septic systems and are now on holding tanks that are regularly pumped out, at great expense to the owner. The Howard County Health Department has required the owner to connect the properties to public sewer and is monitoring his progress in that effort.

### **Proposed Improvements**

The proposed improvements are a new 8" gravity sewer main on 10408 Guilford Road that runs adjacent to, and parallel with, the other two properties to provide access. The sewer main then turns and runs through the wooded floodplain to an existing 16" industrial waste sewer that follows an existing stream near the rear of the property. To ensure proper cover and adequate fall the alignment had to angle to the south. Efforts were made to reduce environmental impacts and the alignment selected minimizes damage to existing trees. All of the feasible alternate alignments examined would have similar temporary impacts to non-tidal wetlands in the floodplain. Initial designs, that tied into the existing public sewer in Guilford Road away from the environmental areas, required the use of grinder pumps and were rejected by the Howard County Bureau of Utilities, because a gravity option was available. Also, the Howard County Department of Planning and Zoning reviewed and approved a request for necessary and essential impacts to these protected environmentally sensitive areas to allow for construction of the proposed sewer, (approval letter attached).

October 15, 2021

Ms. Janice Vettel  
MDE/Water Management Administration  
Regulatory Services Coordination Office  
Montgomery Park Business Center  
1800 Washington Boulevard, Suite 430  
Baltimore, Maryland 21230

Dear Ms. Vettel:

Attached is the Joint Permit Application package for a letter of authorization to construct a sewer main extension that will replace several failing septic systems. This project located at 10408 Guilford Road in Howard County, Maryland. This application package includes seven (7) copies of the following:

- Application Cover
- Project Overview
- Joint Permit Application
- Site Photographs
- Environmental Impact Drawing

The permit applicant for this project is Santos Realty LLC, BayLand Consultants & Designers, Inc. will act as the agent for this application. Please direct all inquiries and send all correspondence concerning this project to BayLand.

If you have any questions, or require additional information, please contact me at (410) 694-9401.

Sincerely,

  
John Heinrichs, P.E.  
Project Manager

Enclosures

cc: Kenneth Santos, Santos Realty, LLC by email

P:\8\_37301\_Guilford Rd Prop Water & Sewer Connections\02 Prep Water & Sewer Connection Plans\Joint Permit Application\01\_JPA Regulatory Letter.docx

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO HAULED LIQUID WASTE WATER AND RENTAL SERVICES (INCLUDING PERMANENT, TEMPORARY, COMMERCIAL AND RESIDENTIAL) AS MAY BE PROVIDED BY AFFILIATES AND SUBSIDIARIES OF GOTUGO LLC. ("COMPANY")**

**THIS IS A LEGALLY BINDING AGREEMENT.**

1. **SERVICES RENDERED;** Hauled Liquid Waste Water. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of all of Customer's "Hauled Liquid Waste Water Materials". Customer represents and warrants that the materials to be collected under this Agreement shall be only "Hauled Liquid Waste Water" as defined herein. For purposes of this Agreement, "Hauled Liquid Waste Water" is any water that has been used by people and discharged into a municipal sewer system generated by Customer or at Customer's Service Address. "Hauled Liquid Waste Water" Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any garbage, waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations. Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. **TERM.** Construction and Long Term: Rental is for a 28-day period unless otherwise specified in the Services Contract. The term automatically renews each period unless Customer notifies Company either verbally or in writing. It is the Customers responsibility to notify Company of termination of services. There is no proration of equipment rental services.

**Special Event:** Rental is for 3 days period unless otherwise specified in the Services Contract. There is no proration of equipment rental services.

3. **SERVICES GUARANTY; CUSTOMER TERMINATION.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 12(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of an invoice or Services Contract, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance, unless damage waiver is included in the Services Contract) furnished by Company ("Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Services Contract; (b) for any change in the composition of the Hauled Liquid Waste Water Materials; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Environmental Charge, and/or any Fees/Charges included in the Services Contract; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or profit margin. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a Non-Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late fee charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation fee. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder.

5. **AS NEEDED SERVICES.** Company reserves the right to charge Customer for additional services on an as needed basis (see below).

Per Unit	Per Tank	Per Trailer
Overage Service: \$128.00	Overage Service: \$400.00	Overage Service: \$864.00
Extra Delivery: \$75.00	Extra Delivery: \$100.00	Extra Delivery: \$200.00
Extra Pick up: \$75.00	Extra Pick up: \$100.00	Extra Pick up: \$200.00
Trip Service: \$100.00	Trip Service: \$200.00	Trip Service: \$200.00
Relocation: \$50.00		Relocation: \$250.00
Flipped Unit: \$128.00		

6. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice and/or Services Contract or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

7. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all damage to the equipment (unless damage waiver is purchased by Customer in Services Contract and/or Invoice.) and for its contents while at Customer's location. Loss of equipment is Customer's responsibility. Customer shall not overload, move or alter the equipment and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled delivery, pick up and/or service day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or

resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services. Customer agrees to have all unit(s) and tank(s) placed within 40ft of hard surface to support the weight (26,000 lbs.) of the Company's vehicles to deliver, pick up, and service equipment.

8. **CANCELLATION POLICY.** Construction, Long Term, and Special Event rental cancellation fee is Seventy-Five dollars (\$75.00) per unit(s) or tank(s). All required deposits by the Company are non-refundable.

9. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Liquid Waste Materials, or (b) as a result of the disposal of Customer's Liquid Waste Materials in a municipal waste sewage facility, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

10. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

11. **DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.** BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration. CLASS ACTION WAIVER: Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company. EXCLUDED CLAIMS: The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

12. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law in the State of MD. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

E-Signed : 03/24/2022 02:34 PM CDT  
*Kenny Santos*  
 kennysantos@verizon.net  
 IP: 50.253.61.117  
 Certifi Electronic Signature  
 DocID: 20220323124021196

E-Signed : 03/24/2022 02:40 PM CDT  
*Terric Dixon*  
 tdixon@gotugo.com  
 IP: 96.244.81.74  
 Certifi Electronic Signature  
 DocID: 20220323124021196



# HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING

3430 Court House Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2350

Voice/Relay

Amy Gowan, Director

FAX 410-313-3467

February 17, 2022

SANTOS REALTY, LLC  
10772 TUCKER STREET  
BELTSVILLE, MARYLAND 20705

Subject: **GUILFORD ROAD PROPERTIES**

Contract #: **24-5183-D**

Plan #: **W&S PLAN ONLY**

Gentlemen:

This is to inform you that the original plans for the above referenced contract have been approved by this Department. Under Section 18.122 B (C) (3) of Howard County Code, a 180-day allocation period will be reserved for this development (beginning on the date of the technically complete letter from DPZ for the subdivision plan) in which to execute the developer agreement for the water and/or sewer main extension.

Water – Additional 1000 gallons/day

Sewer - Additional 1000 gallons/day

**Water Main**

0	4" DIP Water Main	\$50.00	LF	\$0.00
0	6" DIP Water Main	\$56.00	LF	\$0.00
0	8" DIP Water Main	\$60.00	LF	\$0.00
0	12" DIP Water Main	\$76.00	LF	\$0.00
0	16" DIP Water Main	\$80.00	LF	\$0.00
0	4" C-900 PVC Water Main	\$26.00	LF	\$0.00
0	6" C-900 PVC Water Main	\$30.00	LF	\$0.00
0	8" C-900 PVC Water Main	\$36.00	LF	\$0.00
0	10" C-900 PVC Water Main	\$46.00	LF	\$0.00
0	12" C-900 PVC Water Main	\$52.00	LF	\$0.00
0	3/4" Copper WHC	\$30.00	LF	\$0.00
0	1" Copper WHC	\$31.00	LF	\$0.00
0	1-1/2" Copper WHC	\$35.00	LF	\$0.00
0	2" Copper WHC	\$36.00	LF	\$0.00
0	3" PVC Schedule 40 WHC	\$40.00	LF	\$0.00
0	4" PVC Schedule 40 WHC	\$44.00	LF	\$0.00
0	1-1/2" Drains	\$1,000.00	EA	\$0.00
0	Blow off valve	\$9,000.00	EA	\$0.00
0	Air release valve & vault	\$5,700.00	EA	\$0.00
0	8" x 4" Tapping sleeve & valve	\$1,500.00	EA	\$0.00
0	8" x 6" Tapping sleeve & valve	\$1,875.00	EA	\$0.00
0	8" x 8" Tapping sleeve & valve	\$3,125.00	EA	\$0.00
0	8" x 16" Tapping sleeve & valve	\$6,250.00	EA	\$0.00
0	4" Gate valve & box	\$600.00	EA	\$0.00

0	6" Gate valve & box	\$700.00	EA	\$0.00
0	8" Gate valve & box	\$800.00	EA	\$0.00
0	10" Gate valve & box	\$1,000.00	EA	\$0.00
0	12" Gate valve & box	\$1,200.00	EA	\$0.00
0	16" Gate valve & box	\$6,000.00	EA	\$0.00
0	3/4" Meter vault for outside metering	\$438.00	EA	\$0.00
0	1" Meter vault for outside metering	\$500.00	EA	\$0.00
0	1-1/2" Meter vault for outside metering	\$625.00	EA	\$0.00
0	2" Meter vault for outside metering	\$1,063.00	EA	\$0.00
0	3" Meter vault for outside metering	\$3,750.00	EA	\$0.00
0	4" Meter vault for outside metering	\$4,375.00	EA	\$0.00
0	6" Meter vault for outside metering	\$8,750.00	EA	\$0.00
0	Fire Hydrant, FH Tee & valve	\$2,500.00	EA	\$0.00
0	Fire suppression tank (5,000 gal) & conc slab	\$6,850.00	EA	\$0.00
0	Removal of abandoned 6" or 8" water mains	\$30.00	LF	\$0.00
0	Other	\$0.00	LS	\$0.00
Total Cost of water main Items				\$0.00

**Sewer Main**

0	4" PVC Schedule 40 Sewer Pipe (<12' deep)	\$55.00	LF	\$0.00
0	6" PVC Schedule 40 Sewer Pipe (<12' deep)	\$60.00	LF	\$0.00
374	8" PVC Schedule 40 Sewer Pipe (<12' deep)	\$65.00	LF	\$24,310.00
0	10" PVC Schedule 40 Sewer Pipe (<12' deep)	\$70.00	LF	\$0.00
0	12" PVC Schedule 40 Sewer Pipe (<12' deep)	\$75.00	LF	\$0.00
0	8" PVC Schedule 40 Sewer Pipe (12' - 16' deep)	\$69.00	LF	\$0.00
0	8" PVC Schedule 40 Sewer Pipe (>16' deep)	\$83.00	LF	\$0.00
0	8" DIP Sewer (all depths)	\$75.00	LF	\$0.00
0	10" DIP Sewer (all depths)	\$85.00	LF	\$0.00
0	12" DIP Sewer (all depths)	\$95.00	LF	\$0.00
0	4" C-900 PVC Sewer Pipe	\$70.00	LF	\$0.00
0	6" C-900 PVC Sewer Pipe	\$75.00	LF	\$0.00
0	8" C-900 PVC Sewer Pipe	\$80.00	LF	\$0.00
0	10" C-900 PVC Sewer Pipe	\$90.00	LF	\$0.00
0	12" C-900 PVC Sewer Pipe	\$93.00	LF	\$0.00
4	4' Sewer Manholes	\$2,500.00	EA	\$10,000.00
4	Sewer Cleanouts	\$1,000.00	EA	\$4,000.00
43	4" PVC Schedule 40 SHC	\$55.00	LF	\$2,365.00
0	6" PVC Schedule 40 SHC	\$60.00	LF	\$0.00
0	Type A Drop Connection	\$1,060.00	EA	\$0.00
0	Type B Drop Connection	\$1,185.00	EA	\$0.00
0	Oil/Grease Interceptors	\$6,250.00	EA	\$0.00
0	Other	\$0.00	LS	\$0.00
Total Cost of sewer main Items				\$40,675.00

**Miscellaneous Water & Sewer Items**

0	River crossings	\$15,000.00	LS	\$0.00
0	Boring & Jacking Water	\$263.00	LF	\$0.00
0	Boring & Jacking Sewer	\$488.00	LF	\$0.00

0	36" Steel Casing Pipe (Boring /Jacking)	\$125.00	LF	\$0.00
0	Paving Replacement	\$75.00	CY	\$0.00
0	Other	\$0.00	LS	\$0.00
Total Cost of sewer main Items				\$0.00

Summary of the cost of all of the water and sewer Items	\$40,675.00
Summary of the <b>total cost</b> for the water and sewer construction	\$40,675.00
The 3.5% Fee total	\$1,424.00

In conjunction with the filing of the Developer Agreement for this project, you are requested to deposit **\$2,737** , made payable to the **Director of Finance, P.O. Box 2748, Ellicott City, MD. 21041-2748, Attn: Cashier.** The deposit shall be formally transmitted by letter and shall refer to this correspondence, with copy attached. This deposit must be made prior to the release of the Developer Agreement for execution by the developer.

The above amount is itemized as follows:

3.5% Review Cost:	\$1,424.00
* Construction Field Inspection Fee (#Units x \$250):	\$1,000.00
*Construction Inspec. Adm/Project Coordination Fee:	\$800.00
3.5% Administrative & Legal Cost:	\$1,424.00
* Estimated T.V. Inspection Charge:	\$224.40

<b>TOTAL</b>	\$4,872.40
Less Amount Paid Through	5/18/21 \$2,135.53

**Net Amount Due:** \$2,737.00

SAP ACCOUNTS - \*FUND: 7030000000, WBS: S0042.0.3100, BUSINESS AREA: 3100  
 COST CENTER: 3100000000, GENERAL LEDGER: 432111, FUNCTIONAL AREA: PWPW000000000000  
 FUND: 1000000000, BUSINESS AREA: 3100, COST CENTER: 310000000000, GENERAL LEDGER: 432526  
 FUNCTIONAL AREA: PWPW000000000000, FUND: 1000000000, BUSINESS AREA: 3000, COST CENTER: 3000000000  
 GENERAL LEDGER: 432526, FUNCTIONAL AREA: PWPW000000000000

Very truly yours,

  
 \_\_\_\_\_  
 Chad R. Edmondson, Chief  
 Department of Planning & Zoning

CRE/mg  
 cc: List AM@  
 #REF!

## Water and Sewer Cost Estimate Work Sheet

Developer: Santos Realty, LLC Attn: Kenneth Santos  
 Address: 10772 Tucker Street  
 Beltsville, MD 20705  
 Phone No: (240) 882-8144  
 Engineer: BayLand Consultants & Designers Inc

Development Name: **Guilford Road Properties**

Contract Number 24-5183-D F or SDP plan # N/A

### Water Main

4" DIP Water Main	\$50.00	LF	\$0.00
6" DIP Water Main	\$56.00	LF	\$0.00
8" DIP Water Main	\$60.00	LF	\$0.00
12" DIP Water Main	\$76.00	LF	\$0.00
16" DIP Water Main	\$80.00	LF	\$0.00
4" C-900 PVC Water Main	\$26.00	LF	\$0.00
6" C-900 PVC Water Main	\$30.00	LF	\$0.00
8" C-900 PVC Water Main	\$36.00	LF	\$0.00
10" C-900 PVC Water Main	\$46.00	LF	\$0.00
12" C-900 PVC Water Main	\$52.00	LF	\$0.00
<b>Total Cost of Water Main</b>			<b>\$0.00</b>

### Water Main Connections & Appurtenances

3/4" Copper WHC	\$30.00	LF	\$0.00
1" Copper WHC	\$31.00	LF	\$0.00
1-1/2" Copper WHC	\$35.00	LF	\$0.00
2" Copper WHC	\$36.00	LF	\$0.00
3" PVC Schedule 40 WHC	\$40.00	LF	\$0.00
4" PVC Schedule 40 WHC	\$44.00	LF	\$0.00
1-1/2" Drains	\$1,000.00	EA	\$0.00
Blow off valve	\$9,000.00	EA	\$0.00
Air release valve & vault	\$5,700.00	EA	\$0.00
8" x 4" Tapping sleeve & valve	\$1,500.00	EA	\$0.00
8" x 6" Tapping sleeve & valve	\$1,875.00	EA	\$0.00
8" x 8" Tapping sleeve & valve	\$3,125.00	EA	\$0.00
8" x 12" Tapping sleeve & valve	\$6,250.00	EA	\$0.00
4" Gate valve & box	\$600.00	EA	\$0.00
6" Gate valve & box	\$700.00	EA	\$0.00
8" Gate valve & box	\$800.00	EA	\$0.00
10" Gate valve & box	\$1,000.00	EA	\$0.00
12" Gate valve & box	\$1,200.00	EA	\$0.00

16" Gate valve & box	\$6,000.00	EA	\$0.00
3/4" Meter vault for outside metering	\$438.00	EA	\$0.00
1" Meter vault for outside metering	\$500.00	EA	\$0.00
1-1/2" Meter vault for outside metering	\$625.00	EA	\$0.00
2" Meter vault for outside metering	\$1,063.00	EA	\$0.00
3" Meter vault for outside metering	\$3,750.00	EA	\$0.00
4" Meter vault for outside metering	\$4,375.00	EA	\$0.00
6" Meter vault for outside metering	\$8,750.00	EA	\$0.00
Fire Hydrant, FH Tee & valve	\$2,500.00	EA	\$0.00
Fire suppression tank (5,000 gal) & conc slab	\$6,850.00	EA	\$0.00
Removal of abandoned 6" or 8" water mains	\$30.00	LF	\$0.00
Other	\$0.00	LS	\$0.00

**Total Cost of Water Main Connections & Appurtenaces** \$0.00

**Sewer Main**

4" PVC Schedule 40 Sewer Pipe (<12' deep)	\$55.00	LF	\$0.00
6" PVC Schedule 40 Sewer Pipe (<12' deep)	\$60.00	LF	\$0.00
374 8" PVC Schedule 40 Sewer Pipe (<12' deep)	\$65.00	LF	\$24,310.00
10" PVC Schedule 40 Sewer Pipe (<12' deep)	\$70.00	LF	\$0.00
12" PVC Schedule 40 Sewer Pipe (<12' deep)	\$75.00	LF	\$0.00
8" PVC Schedule 40 Sewer Pipe (12' - 16' deep)	\$69.00	LF	\$0.00
8" PVC Schedule 40 Sewer Pipe (>16' deep)	\$83.00	LF	\$0.00
8" DIP Sewer (all depths)	\$75.00	LF	\$0.00
10" DIP Sewer (all depths)	\$85.00	LF	\$0.00
12" DIP Sewer (all depths)	\$95.00	LF	\$0.00
4" C-900 PVC Sewer Pipe	\$70.00	LF	\$0.00
6" C-900 PVC Sewer Pipe	\$75.00	LF	\$0.00
8" C-900 PVC Sewer Pipe	\$80.00	LF	\$0.00
10" C-900 PVC Sewer Pipe	\$90.00	LF	\$0.00
12" C-900 PVC Sewer Pipe	\$93.00	LF	\$0.00

**374 Total Length of Sewer Main** **Total Cost of Sewer Main** \$24,310.00

**Sewer Main Connections & Appurtenances**

4 4' Sewer Manholes	\$2,500.00	EA	\$10,000.00
Sewer Cleanouts	\$1,000.00	EA	\$0.00
43 4" PVC Schedule 40 SHC	\$55.00	LF	\$2,365.00
6" PVC Schedule 40 SHC	\$60.00	LF	\$0.00
Type A Drop Connection	\$1,060.00	EA	\$0.00
Type B Drop Connection	\$1,185.00	EA	\$0.00
Oil/Grease Interceptors	\$6,250.00	EA	\$0.00
Other	\$0.00	LS	\$0.00

**Total Cost of Sewer Main Connections & Appurtenaces** \$12,365.00

**Miscellaneous Water & Sewer Items**

River crossings	\$15,000.00	LS	\$0.00
Boring & Jacking Water	\$263.00	LF	\$0.00
Boring & Jacking Sewer	\$488.00	LF	\$0.00
36" Steel Casing Pipe (Boring /Jacking)	\$125.00	LF	\$0.00
Paving Replacement	\$75.00	CY	\$0.00
Other	\$0.00	LS	\$0.00

**Total Cost of Miscellaneous Water & Sewer Items** **\$0.00**

Summary of the cost of all Miscellaneous Water & Sewer Items	\$0.00
Summary of the cost of all of the Water & Sewer Items	\$36,675.00
Summary of the total cost for the water and sewer construction	\$36,675.00
The 3.5% Fee total	\$1,283.63

**JOINT FEDERAL/STATE APPLICATION FOR THE ALTERATION OF ANY FLOODPLAIN, WATERWAY, TIDAL OR NONTIDAL WETLAND IN MARYLAND**

**FOR AGENCY USE ONLY**

Application Number \_\_\_\_\_ Date Determined Complete \_\_\_\_\_  
Date Received by State \_\_\_\_\_ Date(s) Returned \_\_\_\_\_  
Date Received by Corps \_\_\_\_\_  
Type of State permit needed \_\_\_\_\_ Date of Field Review \_\_\_\_\_  
Type of Corps permit needed \_\_\_\_\_ Agency Performed Field Review \_\_\_\_\_

- +++++
- Please submit 1 original and 6 copies of this form, required maps and plans to the Wetlands and Waterways Program as noted on the last page of this form.
  - Any application that is not completed in full or is accompanied by poor quality drawings may be considered incomplete and result in a time delay to the applicant.

Please check one of the following:

RESUBMITTAL: \_\_\_\_\_ APPLICATION AMENDMENT: \_\_\_\_\_ MODIFICATION TO AN EXISTING PERMIT: \_\_\_\_\_  
JURISDICTIONAL DETERMINATION ONLY: \_\_\_\_\_ APPLYING FOR AUTHORIZATION   
PREVIOUSLY ASSIGNED NUMBER (RESUBMITTALS AND AMENDMENTS) \_\_\_\_\_

DATE September 28, 2021

**1. APPLICANT INFORMATION:**

**APPLICANT NAME:**

A. Name: Kenneth Santos B. Daytime Telephone: (301) 595-3095  
C. Company: Santos Realty, LLC D. Email Address: kennysantos@verizon.net  
E. Address: 10772 Tucker Street  
F. City: Beltsville State: MD Zip: 20705

**AGENT/ENGINEER INFORMATION:**

A. Name: John Heinrichs, P.E. B. Daytime Telephone: (410) 694-9401  
C. Company: BayLand Consultants & Designers, Inc D. Email Address: jheinrichs@baylandinc.com  
E. Address: 7455 New Ridge Road, Suite T  
F. City: Hanover State: MD Zip: 21076

**ENVIRONMENTAL CONSULTANT:**

A. Name: Jason Traband B. Daytime Telephone: (410) 694-9401  
C. Company: BayLand Consultants & Designers, Inc D. Email Address: jtraband@baylandinc.com  
E. Address: 7455 New Ridge Road, Suite T  
F. City: Hanover State: MD Zip: 21076

**CONTRACTOR (If known):** \_\_\_\_\_

A. Name: \_\_\_\_\_ B. Daytime Telephone: \_\_\_\_\_  
C. Company: \_\_\_\_\_ D. Email Address: \_\_\_\_\_  
E. Address: \_\_\_\_\_  
F. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**PRINCIPAL CONTACT:**

A. Name: John Heinrichs, P.E. B. Daytime Telephone: (410) 694-9401  
C. Company: BayLand Consultants & Designers, Inc D. Email Address: jheinrichs@baylandinc.com  
E. Address: 7455 New Ridge Road, Suite T  
F. City: Hanover State: MD Zip: 21076

**2. PROJECT DESCRIPTION**

**a. GIVE WRITTEN DESCRIPTION OF PROJECT:**

Has any portion of the project been completed?  Yes  No If Yes, explain:

Is this a residential subdivision or commercial development?  Yes  No 3.87 acres

If yes, yes, total number of acres on property

Will there be temporary or permanent tree clearing occurring on the overall project site (i.e., uplands and wetlands), including but not limited to, tree clearing for site development, road/highways, utilities, mining, stormwater management, restoration, energy production and transmission, etc.)?  Yes  No

If yes, total estimated acres of tree clearing for the overall project site: 0.0 acres

**b. ACTIVITY:** Check all activities that are proposed in the wetland, waterway, floodplain, and nontidal wetland buffer as appropriate.

- A.  filling
- B.  dredging
- C.  excavating
- D.  flooding or impounding water
- E.  draining
- F.  grading
- G.  removing or destroying vegetation
- H.  building structures

Area for item(s) checked: Wetland 1,097 (sq. ft.) Buffer (Nontidal Wetland Only) 2,464 (sq. ft.)  
Expanded Buffer (Nontidal Wetland Only) \_\_\_\_\_ (sq. ft.)

Area of stream impact \_\_\_\_\_ (sq. ft.)  
Length of stream affected \_\_\_\_\_ (linear feet)

**c. TYPE OF PROJECTS:** Project Dimensions

For each activity, give overall length and width (in feet), in columns 1 and 2. For multiple activities, give total area of disturbance in square feet in column 3. For activities in tidal waters, give maximum distance channelward (in feet) in column 4. For dam or small ponds, give average depth (in feet) for the completed project in column 5. Give the volume of fill or dredged material in column 6.

	Length (Ft.) 1	Width (Ft.) 2	Area (Sq. Ft.) 3	Maximum/Average Channelward Encroachment 4	Pond Depth 5	Volume of fill/dredge material (cubic yards) below MHW or OHW 6
A. <input type="checkbox"/> Bulkhead	_____	_____	_____	_____	_____	_____
B. <input type="checkbox"/> Revetment	_____	_____	_____	_____	_____	_____
C. <input type="checkbox"/> Vegetative Stabilization	_____	_____	_____	_____	_____	_____
D. <input type="checkbox"/> Gabions	_____	_____	_____	_____	_____	_____
E. <input type="checkbox"/> Groins	_____	_____	_____	_____	_____	_____
F. <input type="checkbox"/> Jetties	_____	_____	_____	_____	_____	_____
G. <input type="checkbox"/> Boat Ramp	_____	_____	_____	_____	_____	_____
H. <input type="checkbox"/> Pier	_____	_____	_____	_____	_____	_____
I. <input type="checkbox"/> Breakwater	_____	_____	_____	_____	_____	_____
J. <input type="checkbox"/> Repair & Maintenance	_____	_____	_____	_____	_____	_____
K. <input type="checkbox"/> Road Crossing	_____	_____	_____	_____	_____	_____
L. <input checked="" type="checkbox"/> Utility Line	<u>275</u>	<u>15</u>	<u>4,125</u>	_____	_____	_____
M. <input type="checkbox"/> Outfall Construction	_____	_____	_____	_____	_____	_____
N. <input type="checkbox"/> Small Pond	_____	_____	_____	_____	_____	_____
O. <input type="checkbox"/> Dam	_____	_____	_____	_____	_____	_____
P. <input type="checkbox"/> Lot Fill	_____	_____	_____	_____	_____	_____
Q. <input type="checkbox"/> Building Structures	_____	_____	_____	_____	_____	_____
R. <input type="checkbox"/> Culvert	_____	_____	_____	_____	_____	_____
S. <input type="checkbox"/> Bridge	_____	_____	_____	_____	_____	_____
T. <input type="checkbox"/> Stream Channelization	_____	_____	_____	_____	_____	_____
U. <input type="checkbox"/> Parking Area	_____	_____	_____	_____	_____	_____
V. <input type="checkbox"/> Dredging	_____	_____	_____	_____	_____	_____

W. 1. X New 2. Maintenance 3. Hydraulic 4. Mechanical  
Other (explain) \_\_\_\_\_

- d. **PROJECT PURPOSE:** Give brief written description of the project purpose: Install an 8" gravity sewer for 4 existing houses with failed septic systems. 3 of the homes currently have temporary holding tanks that are emptied regularly. The 4th is currently vacant. This project is required by the Howard County Health Department to replace the existing failed septic systems.

**3. PROJECT LOCATION:**

**a. LOCATION INFORMATION:**

- A. County: Howard B. City: Jessup C. Name of waterway or closest waterway Little Patuient River  
D. State stream use class designation: I-P  
E. Site Address or Location: 10408 Guilford Road, Jessup, MD 20794  
F. Directions from nearest intersection of two state roads: From US Route 1 @ MD Route 32 Go north 0.4 miles on US 1; Turn right on Guilford Road 0.3 miles to 10408 on right side of road.

Is your project located in the Chesapeake Bay Critical Area (generally within 1,000 feet of tidal waters or tidal wetlands)?:

     Yes   X   No

- H. County Book Map Coordinates (Alexandria Drafting Co.); Excluding Garrett and Somerset Counties:  
Map:   20   Letter:   E.7   Number:   7.7   (to the nearest tenth)  
I. FEMA Floodplain Map Panel Number (if known):   24027C0170D    
J. 1.   39.14   latitude 2.   -76.807   longitude

**b. ACTIVITY LOCATION:** Check one or more of the following as appropriate for the type of wetland/waterway where you are proposing an activity:

- |   |  |  |
|---|--|--|
| A. <u>    </u> Tidal Waters   | F. <u>    </u> 100-foot buffer (nontidal wetland of special State concern) | H. <u>  X  </u> 100-year floodplain (outside stream channel) |
| B. <u>    </u> Tidal Wetlands   | G. <u>    </u> In stream channel   | I. <u>    </u> River, lake, pond                             |
| C. <u>    </u> Special Aquatic Site (e.g., mudflat, vegetated shallows) | 1. <u>    </u> Tidal 2. <u>    </u> Nontidal                               | J. <u>    </u> Other (Explain)                               |
| D. <u>  X  </u> Nontidal Wetland  |  |  |
| E. <u>  X  </u> 25-foot buffer (nontidal wetlands only)                 |  |  |

**c. LAND USE:**

- A. Current Use of Parcel Is: 1. Agriculture: Has SCS designated project site as a prior converted cropland?      Yes      No  
2.      Wooded 3.      Marsh/Swamp 4.   X   Developed  
5.      Other: \_\_\_\_\_  
B. Present Zoning Is: 1.      Residential 2.   X   Commercial/Industrial 3.      Agriculture 4.      Marina 5.      Other  
C. Project complies with current zoning   X   Yes      No

**THE FOLLOWING INFORMATION IS REQUIRED BY THE STATE (blocks 4-7):**

**4. REDUCTION OF IMPACTS:** Explain measures taken or considered to avoid or minimize wetland losses in F. Also check Items A-E if any of these apply to your project.

- A.   X   Reduced the area of disturbance B.      Reduced size/scope of project C.      Relocated structures  
D.      Redesigned project  
E.      Other \_\_\_\_\_

- F. Explanation Utility alignment was designed to avoid removal of existing trees and will have only temporary impact to the wetland, wetland buffers and floodplain. Surface will be returned to existing grades and all impacts are temporary.

Describe reasons why impacts were not avoided or reduced in Q. Also check Items G-P that apply to your project.

- |   |   |  |
|---|---|--|
| G. <input type="checkbox"/> Cost                                      | K. <input type="checkbox"/> Parcel size                           | N. <input checked="" type="checkbox"/> Safety/public welfare issue |
| H. <input checked="" type="checkbox"/> Extensive wetlands on site     | L. <input type="checkbox"/> Other regulatory requirement          | O. <input type="checkbox"/> Inadequate zoning                      |
| I. <input checked="" type="checkbox"/> Engineering/design constraints | M. <input type="checkbox"/> Failure to accomplish project purpose | P. <input type="checkbox"/> Other                                  |
| J. <input type="checkbox"/> Other natural features                    |   |  |
| Q. Description  |   |  |

5. **LETTER OF AUTHORIZATION:** If you are applying for a letter of authorization for activities in nontidal wetlands and/or their buffers, explain why the project qualifies:

- |  |  |
|--|--|
| A. <input checked="" type="checkbox"/> No significant plant or wildlife value and wetland impact     | B. <input type="checkbox"/> Repair existing structure/fill |
| 1. <input type="checkbox"/> Less than 5,000 square feet  | C. <input type="checkbox"/> Mitigation Project             |
| 2. <input type="checkbox"/> In an isolated nontidal wetland less than 1 acre in size                 | D. <input checked="" type="checkbox"/> Utility Line        |
| E. Other (explain)   | 1. <input type="checkbox"/> Overhead                       |
|  | 2. <input checked="" type="checkbox"/> Underground         |
| F. <input type="checkbox"/> Check here if you are <b>not</b> applying for a letter of authorization. |  |

---

**IF YOU ARE APPLYING FOR A LETTER OF AUTHORIZATION, PROCEED TO BLOCK 10**

---

6. **ALTERNATIVE SITE ANALYSIS:** Explain why other sites that were considered for this project were rejected in M. Also check any items in D-L if they apply to your project. **(If you are applying for a letter of authorization, do not complete this block.)**

- |                                    |   |   |
|------------------------------------|---|---|
| A. <input type="checkbox"/> 1 site | B. <input type="checkbox"/> 2 - 4 sites | C. <input type="checkbox"/> 5 or more sites |
|------------------------------------|---|---|
- Alternative sites were rejected/not considered for the following reason(s):
- |   |  |                                   |
|---|--|-----------------------------------|
| D. <input type="checkbox"/> Cost                                | H. <input type="checkbox"/> Greater wetlands impact        | L. <input type="checkbox"/> Other |
| E. <input type="checkbox"/> Lack of availability                | I. <input type="checkbox"/> Water dependency               |                                   |
| F. <input type="checkbox"/> Failure to meet project purpose     | J. <input type="checkbox"/> Inadequate zoning              |                                   |
| G. <input type="checkbox"/> Located outside general/market area | K. <input type="checkbox"/> Engineering/design constraints |                                   |
| M. Explanation:   |  |                                   |

7. **PUBLIC NEED:** Describe the public need or benefits that the project will provide in F. Also check Items in A-E that apply to your project. **(If you are applying for a letter of exemption, do not complete this block.)**

- |                                      |  |                                   |
|--------------------------------------|--|-----------------------------------|
| A. <input type="checkbox"/> Economic | C. <input type="checkbox"/> Health/welfare                   | E. <input type="checkbox"/> Other |
| B. <input type="checkbox"/> Safety   | D. <input type="checkbox"/> Does not provide public benefits |                                   |
| F. Description                       |  |                                   |

8. **MITIGATION PLAN:** Please provide the following information. **(If you are applying for a letter of authorization outside of the Critical Area, do not complete this block.)**

9. Description of a monetary compensation proposal, if applicable (for **state requirements** only). Attach another sheet if necessary.

b. Give a brief description of the proposed mitigation project.

c. Describe why you selected your proposed mitigation site, including what other areas were considered and why they were rejected.

d. Describe how the mitigation site will be protected in the future.

9. **HAVE ADJACENT PROPERTY OWNERS BEEN NOTIFIED?**

A. \_\_\_\_\_ Yes    B. \_\_\_\_\_ No

Provide names and mailing addresses below (Use separate sheet, if necessary). **(If you are applying for a letter of exemption, do not complete this block.)**

a. \_\_\_\_\_ b. \_\_\_\_\_ c. \_\_\_\_\_

10. **OTHER APPROVALS NEEDED/GRANTED:**

A. a. Agency	b. Date Sought	c. Decision		d. Decision Date	e. Other Status
		1. Granted	2. Denied		
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	

**B. FEDERALLY AUTHORIZED CIVIL WORKS PROJECTS:** Does the project require permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers' federally authorized civil works project, structure, property, or easement (e.g., federal navigation channel, flood control levees, dams and reservoirs, lake property, etc.)?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

If yes, have you submitted a written request for Section 408 permission from the Corps district having jurisdiction over that project (i.e., Baltimore district in Maryland or Philadelphia district in C & D canal)? \_\_\_\_\_ Yes    \_\_\_\_\_ No

If yes, please provide the date your request was submitted to the Corps district: \_\_\_\_\_

**11. HISTORIC PROPERTIES:** Is your project located in the vicinity of historic properties? (For example: structures over 50 years old, archeological sites, shell mounds, Indian or Colonial artifacts). Provide any supplemental information in Section 12.

A. \_\_\_\_\_ Yes    B. \_\_\_\_\_ No    C. \_\_\_\_\_ Unknown

**12. ADDITIONAL INFORMATION:** Use this space for detailed responses to any of the previous items. Attach another sheet if necessary:

Check box if data is enclosed for any one or more of the following (see checklist for required information):

- |          |                     |          |                         |          |  |
|----------|---------------------|----------|-------------------------|----------|--|
| A. _____ | Soil borings        | D. _____ | Field surveys           | G. _____ | Site plan                              |
| B. _____ | Wetland data sheets | E. _____ | Alternate site analysis | H. _____ | Avoidance and<br>minimization analysis |
| C. _____ | Photographs         | F. _____ | Market analysis         |          |  |
| I. _____ | Other (explain)     |          |                         |          |  |

**CERTIFICATION:**

Application is hereby made for a permit or permits to authorize the work described in this application. I hereby designate and authorize the agent named above to act on my behalf in the processing of this application and to furnish any information that is requested. I certify that the information on this application form and on the attached plans and specifications is true and accurate to the best of my knowledge and belief. I understand that any of the agencies involved in authorizing the proposed works may request information in addition to that set forth herein as may be deemed appropriate in considering this proposal. I certify that all wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and all streams have been identified and delineated on site, and that all jurisdictional wetlands have been delineated in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual and appropriate regional supplement(s). I grant permission to the agencies responsible for authorization of this work, or their duly authorized representative, to enter the project site for inspection purposes during working hours. I will abide by the conditions of all permit(s) or license(s) if issued and will not begin work without the appropriate authorization. I also certify that the proposed works are consistent with Maryland's Coastal Zone Management Plan. All information, including permit applications and related materials, submitted to MDE may be subject to public disclosure consistent with the Maryland Public Information Act, §4-101 et seq., General Provisions Article of the Maryland Code and the Freedom of Information Act, 5 USC Section 552 et seq. Pursuant to Clean Water Act Section 404(o), 33 USC 1344 (o), permit applications and permits will be available to the public. I understand that I may request that additional required information be considered confidential under applicable laws. I further understand that failure of the landowner to sign the application will result in the application being deemed incomplete.

LANDOWNER MUST SIGN:  DATE: 09/29/2021

PRINTED NAME OF LANDOWNER Kenneth Santos for Santos Realty LLC

**Authorities:** Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers, 33 CFR 320-332. **Principal Purpose:** Information provided on this JPA will be used in evaluating the application for a permit. **Routine Uses:** This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice. Submission of requested information is voluntary, however, if information is not provided, the permit application cannot be evaluated nor can a permit be issued.

**State Authorities:** Nontidal Wetlands Protection Act, Md. Ann. Code, Envir., Title 5, Subtitle 9; Waterway Construction, Md. Ann. Code, Envir., Title 5, Subtitle 5; Tidal Wetlands Act, Md. Ann. Code, Envir., Title 16.

**BEST MANAGEMENT PRACTICES VERIFICATION:** I verify that my project will meet all Endangered Species Act Best Management Practices applicable to work in tidal waters and wetlands as required by the MDSPGP (see Section VII.B.4.c.i-iii).

Yes     No     Unknown

Refer to the application instructions and the MDSPGP for additional information regarding these Best Management Practices.

I am the property owner/applicant and do not want to be contacted by MDE. All correspondence should occur with my authorized agent /principal contact designated in Section 3, located on the 1st page of this application. (By initializing the box, you are acknowledging that you will not receive any correspondence directly from MDE ). I understand a copy of MDE's final decision regarding this application will be sent to me. This opt-out option does not apply to the U.S. Army Corps' correspondence, which will continue to be with the applicant/permittee.

## WHERE TO MAIL APPLICATION

Maryland Department of the Environment  
Water and Science Administration  
Regulatory Services Coordination Office  
1800 Washington Boulevard, Suite 430  
Baltimore, Maryland 21230  
Telephone: (410) 537-3762  
1-800-633-6101

### BEFORE YOU MAIL... DON'T FORGET...

- **SIGN AND DATE THE APPLICATION. THE LANDOWNER MUST SIGN.**
- **SEVEN (7) COPIES OF ALL DOCUMENTS (APPLICATION, PLANS, MAPS, REPORTS, ETC.) MUST BE RECEIVED TO BEGIN OUR REVIEW.**
- **INCLUDE SEVEN (7) COPIES OF A VICINITY MAP (LOCATION MAP) WITH THE PROJECT SITE PINPOINTED.**
- **SEND AN APPLICATION FEE OF \$750 ALONG WITH A COPY OF THE FIRST PAGE OF THE APPLICATION TO MARYLAND DEPARTMENT OF THE ENVIRONMENT, P.O. BOX 2057, BALTIMORE, MD 21203-2057. PLEASE REFER TO OUR WEBSITE <http://www.mde.maryland.gov> FOR FURTHER INSTRUCTIONS.**

### SUPPLEMENTAL INFORMATION TO BE INCLUDED ON PLANS, DRAWINGS, OR VICINITY MAPS

In addition to the information indicated on the previous pages, you should include the following on the 8 1/2 x 11 site plans and any blueprints you have submitted:

1. Delineation of any wetland buffers or expanded buffers, clearly marked and differentiated.
2. Location of mitigation area, if proposed on the same site as the project.

Note: If you are proposing a complex project you may wish to submit engineering blueprints of your project with the application form to expedite review.

Mitigation Location Map: If you are proposing that nontidal wetland mitigation be done at a different location than the proposed project, you should submit a map showing the location of the mitigation site in relation to the proposed nontidal wetland losses.

### DELINEATION OF WETLANDS, OTHER SPECIAL AQUATIC SITES, AND OTHER WATERS

Applications must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and streams on the project site. Wetland delineations must be prepared in accordance with the current wetland delineation manual and appropriate regional supplement published by the Corps. Wetlands must be shown on all plans submitted with the application. All wetlands on site must be delineated and shown on the overall site plan. 8½ x 11 inch plans with topography showing relation of the wetlands and project impacts must be submitted. Copies of the wetland reports and data sheets used in making the determination must be included with your application submittal.

## Regulatory Agencies

### Federal Permits

U.S. Army Corps of Engineers  
Baltimore District  
Attention: CENAB-OPR  
2 Hopkins Plaza  
Baltimore, MD 21201  
Telephone: (410) 962-3670  
Email: NAB-Regulatory@usace.army.mil

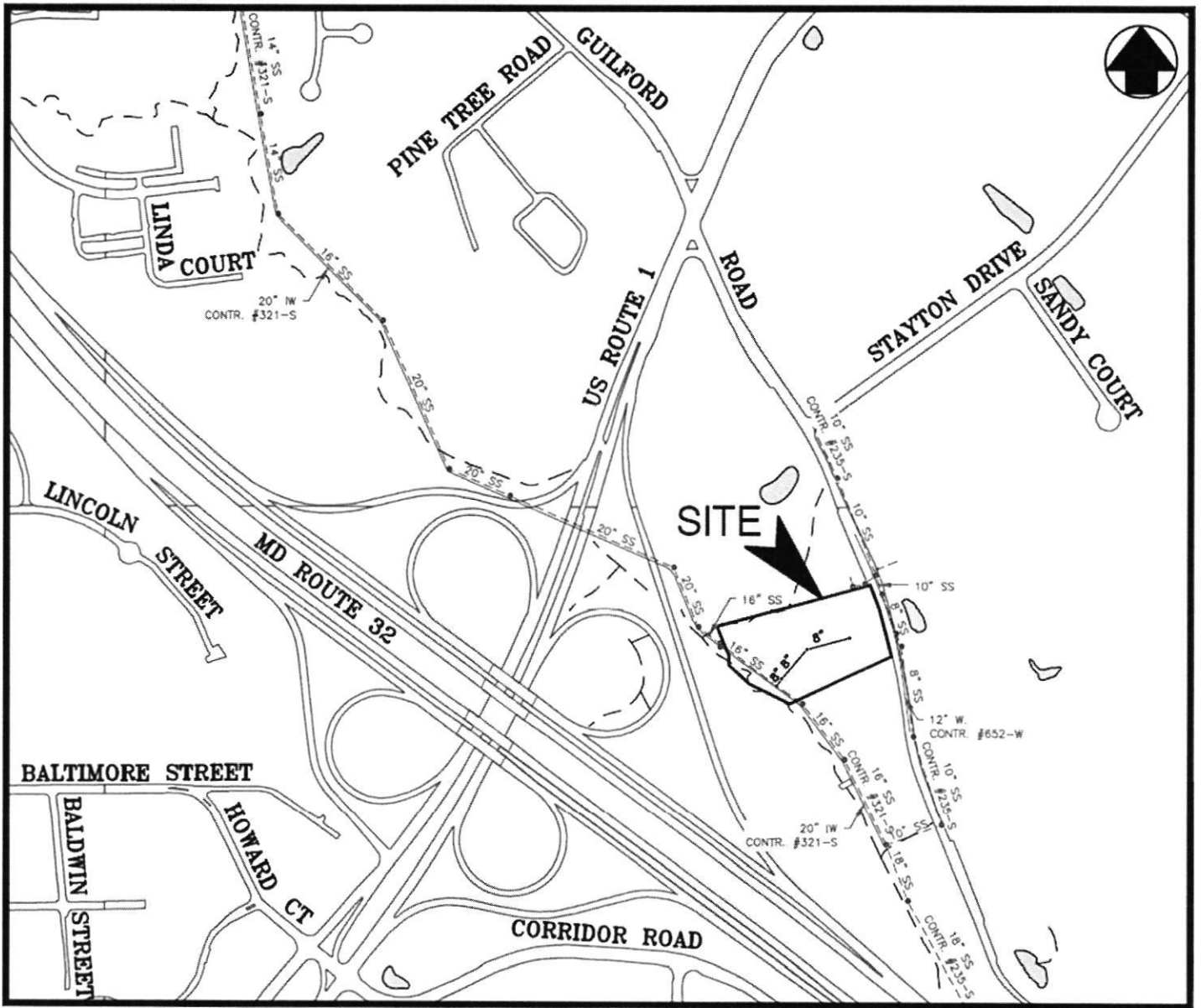
### Coastal Zone Consistency Statement

MD Dept. of the Environment  
Water and Science Administration  
Wetlands and Waterways Program  
1800 Washington Blvd, Ste 430  
Baltimore, MD 21230  
Telephone: (410) 537-3745

### State Authorizations

MD Dept. of the Environment  
Water and Science Administration  
Tidal Wetlands Division  
1800 Washington Blvd, Ste 430  
Baltimore, MD 21230  
Telephone: (410) 537-3837

MD Dept. of the Environment  
Water and Science Administration  
Nontidal Wetlands and Waterways  
Division  
1800 Washington Blvd, Ste 430  
Baltimore, MD 21230  
Telephone: (410) 537-3571



VICINITY MAP

June 30, 2021

Mr. Justin Schleicher [jschleicher@howardcountymd.gov](mailto:jschleicher@howardcountymd.gov)  
Howard County Department of Planning & Zoning  
Division of Land Development  
3430 Court House Drive  
Ellicott City, MD 21043

Re: Guilford Road Properties  
Contract Number 24-5183-D  
Necessary Disturbance Request

Dear Mr. Schleicher:

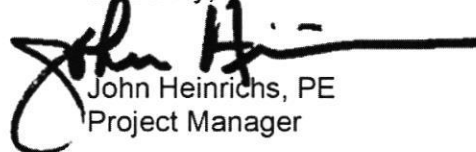
I am writing on behalf of the owner of the properties at 10408, 10412, and 10416 Guilford Road, Santos Realty LLC. These properties have failing septic systems and the Howard County Health Department has required the owner connect them to Public Sewer as soon as possible. Santos Realty LLC has engaged BayLand Consultants & Designers Inc., (BayLand), to prepare design documents for these connections.

Initial concept plans involved installation of grinder pumps and pumping up to the existing sewer in Guilford Road. This concept was rejected by the Bureau of Utilities because there is a gravity sewer alternative available. An existing gravity sewer is located at the rear of the 10408 Guilford Road. This portion of the property is low lying, wooded and near several streams. Floodplain, Stream Buffers, non-tidal wetlands, and wetland buffers will be temporarily affected along any alignment selected for the new public sewer extension. BayLand is herewith requesting relief from strict compliance with the specific land development regulations related to development impacts within these environmentally sensitive areas.

The current alignment was selected to create the shortest distance, (least disturbance), through this sensitive area while minimizing impacts to the existing mature trees. No trees will be removed during construction and impacts to wetlands and other environmentally sensitive areas will be temporary, as the trench surface will be returned to existing conditions using best management construction practices.

A copy of the preliminary plan, currently under review by the County, is attached for your reference. Please contact me at (410) 694-9401 or [jheinrichs@baylandinc.com](mailto:jheinrichs@baylandinc.com) if you have questions.

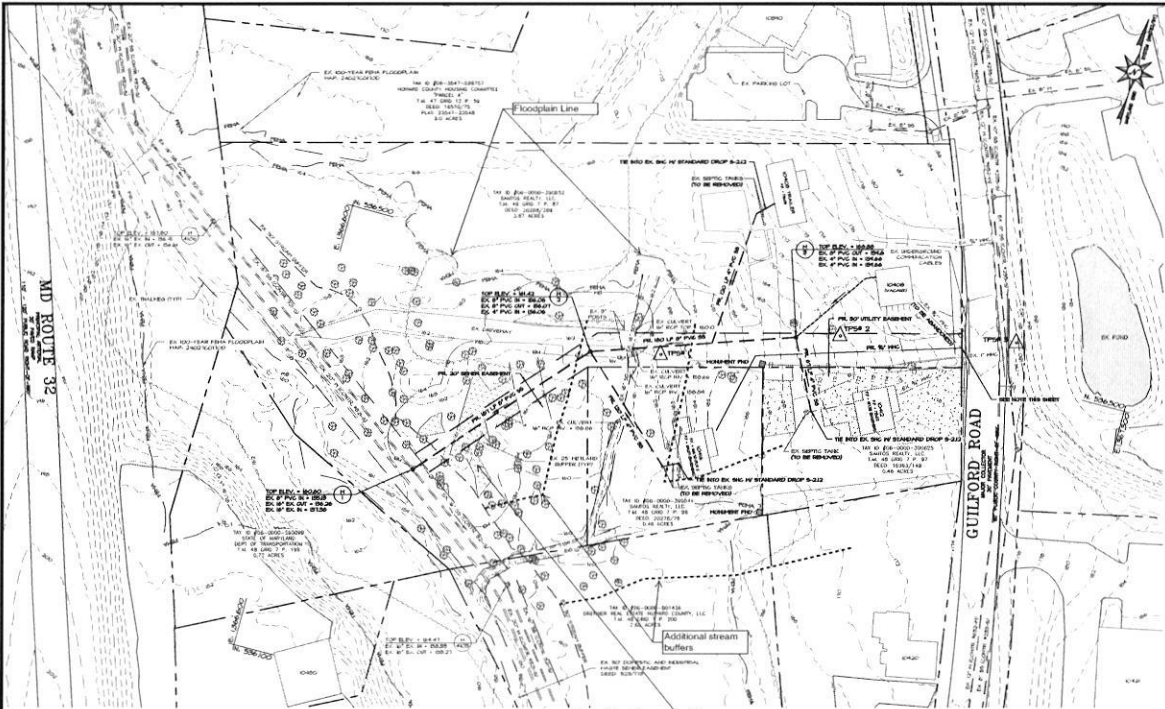
Sincerely,

  
John Heinrichs, PE  
Project Manager

Enclosures  
JRH

Cc: Kenny Santos, Santos Realty LLC by email  
Maury Gogolski, Ho.Co. DPZ by email

P:\8\_37301\_Guilford Rd Prop Water & Sewer Connections\02 Prep Water & Sewer Connection Plans\Coorespondance\Necessary Disturbance Request.docx

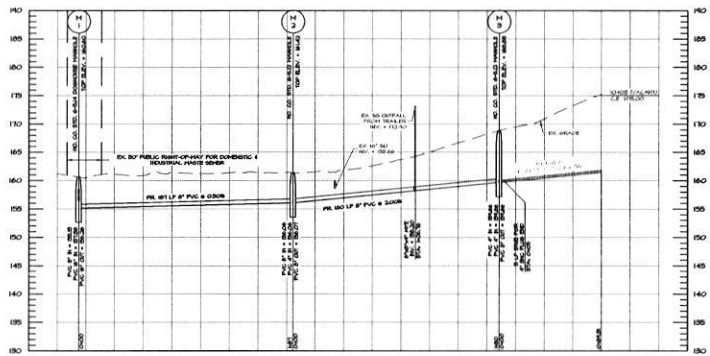


**SITE PLAN**  
Scale: 1" = 50'

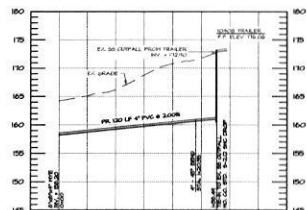
Note: we only located wetlands that were in the immediate vicinity of alignment.

- NOTES**
1. LOCATE AND TURN OFF 3/4" CURB STOP VALVE TO VICINI HOUSE AT 10408 GUILFORD ROAD.
  2. CAP AND ABANDON EXISTING CONNECTION.
  3. CONNECT NEW 3/4" MFC FOR 10416 GUILFORD ROAD.

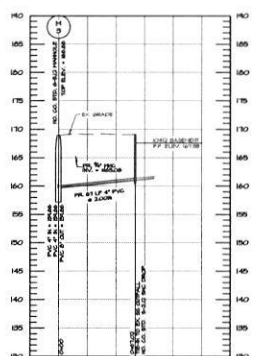
SEWER STRUCTURE TABLE		
STRUCTURE NAME	STRUCTURE DETAILS	COORDINATES
M 1	HO. CO. STD. G-5.14 DOORHOUSE MANHOLE RM = 160.508 8" PVC INV IN = 155.130 18" PVC INV IN = 157.360 18" PVC INV OUT = 158.253	N. 536489.41 E. 1366712.49
M 2	HO. CO. STD. G-5.12 MANHOLE RM = 161.421 8" PVC INV IN = 156.060 4" PVC INV IN = 158.060 8" PVC INV OUT = 158.065	N. 536430.22 E. 1366835.54
M 3	HO. CO. STD. G-5.12 MANHOLE RM = 158.880 4" PVC INV IN = 158.660 4" PVC INV IN = 159.660 8" PVC INV OUT = 159.660	N. 536488.88 E. 1367005.78



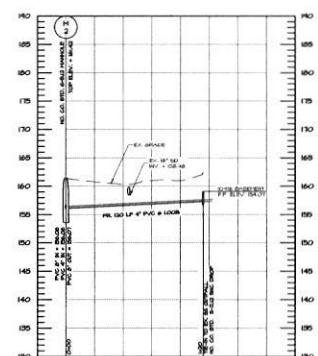
**PROFILE PR. MAIN SEWER LINE**  
SCALE: HORIZ. 1" = 50'  
VERT. 1" = 5'



**PROFILE PR. CONNECTION FROM 10408 TRAILER TO DOWNFALL**  
SCALE: HORIZ. 1" = 50'  
VERT. 1" = 5'



**PROFILE PR. CONNECTION FROM 10412 TO MH-1**  
SCALE: HORIZ. 1" = 50'  
VERT. 1" = 5'



**PROFILE PR. CONNECTION FROM 10416 TO MH-2**  
SCALE: HORIZ. 1" = 50'  
VERT. 1" = 5'

APPROVED: DEPARTMENT OF PUBLIC WORKS  
CHIEF: BUREAU OF UTILITIES \_\_\_\_\_ DATE \_\_\_\_\_  
APPROVED: DEPARTMENT OF PLANNING AND ZONING  
CHIEF: DEVELOPMENT ENGINEERING DIVISION \_\_\_\_\_ DATE \_\_\_\_\_

**Bayland**  
Consultants & Designers, Inc.  
"Integrating Engineering and Environment"  
7455 New Ridge Road, Suite T Phone: (410) 694-9481  
Hanover, Maryland 21076 Fax: (410) 694-9485  
www.baylandinc.com  
BAYLAND JOB NO. B-37301

DESIGNED BY: JH  
DRAWN BY: KR  
CHECKED BY: JH  
DATE: 05/03/21 BY: NO REVISION

WATER & SEWER CONNECTIONS  
PRELIMINARY PLAN & PROFILES  
800 SCALE MAP NO. 20 BLOCK NO. 7  
FCC WORK ORDER NUMBER: XXXXX

GUILFORD ROAD  
10408, 10412 AND 10416  
TAX MAP 48 GRID 7 PARCEL 87, 97, & 96  
ZONE: M-2 ELECTION DISTRICT 6TH  
HOWARD COUNTY, MARYLAND  
CONTRACT NO. XX-XXXX-X

SCALE: AS NOTED  
SHEET NO. 2 OF 3



HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING  
3430 Court House Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2350  
Voice/Relay

Amy Gowan, Director

FAX 410-313-3467

September 30, 2021

John Heinrichs  
BayLand Consultants and Designers, Inc.  
7455 New Ridge Road, Suite T  
Hanover, MD 21076

RE: Guilford Road Properties  
Contract Number 24-5183-D  
Necessary Environmental Disturbance Request

Dear Mr. Heinrichs:

This letter is in response to your request for approval for essential or necessary streambank buffers, wetlands, wetland buffers and 100-year floodplain disturbances associated with a gravity sewer installation at 10408, 10412 and 10416 Guilford Road in Jessup MD.

As of the date of this letter, this Department (in consultation with the Office of Community Sustainability and the Department of Public Works) **approved** your request to allow the streambank buffers, wetlands, wetland buffers and 100-year floodplain disturbances as essential or necessary disturbances in accordance with Section 16.116(c) of the Subdivision and Land Development Regulations. Our decision was made based on the following:

- The detailed justification provided by BayLand Consultants and Designers, Inc. in a letter dated June 30, 2021. The gravity sewer installation project is critical to rectify the failing septic systems located on the subject properties.
- The disturbance is the minimum necessary to access and excavate the installation site.
- The project will employ best management practices for work conducted in the stream buffer, wetlands, wetland buffers and 100-year floodplain. The disturbed areas shall be restored as closely as possible to their original state.
- The applicant initially applied to install grinder pumps and pump waste to the existing sewer on Guilford Road. This request was denied by the Bureau of Utilities as there is an existing gravity sewer located in the rear of the subject properties.
- This project is exempt from Forest Conservation in accordance with Section 16.1202(b)(2)(v); the filing of a Declaration of Intent for a linear project. The applicant submitted the original, signed and notarized Declaration of Intent for this linear project on September 29, 2021.

Approval of the above-described necessary disturbances are subject to the following conditions and mitigation methods:

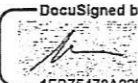
1. The excavation of the maintenance site shall only disturb those environmental areas as stated in the request and as delineated on the Bayland Preliminary Plan and Profiles dated June 2021. Any disturbances to regulated environmental features beyond this request are not permitted unless the applicant submits a formal request to the Department of Planning & Zoning in accordance with Section 16.116(c).
2. The disturbed trench areas shall be returned to their existing conditions in accordance with the preliminary and profile plans.

3. The applicant will be required to obtain all necessary approvals and authorizations by the Maryland Department of the Environment (MDE) and the U.S. Army Corps of Engineers (USACE) for activities in regulated areas prior to submission of a grading permit application. Copies of the approved MDE and USACE permits shall be submitted along with the grading permit application.

Please reference this necessary disturbance request, approval action and date on all related grading permit applications. This necessary disturbance approval will remain valid for as long as a grading permit is being actively processed in accordance with the provisions of the Regulations.

If you have any questions, please contact Justin Schleicher at (410) 313-2350 or email at [jschleicher@howardcountymd.gov](mailto:jschleicher@howardcountymd.gov).

Sincerely,

DocuSigned by:  
  
1EB75478A22B49A...

Anthony Cataldo, AICP, Chief  
Division of Land Development

cc: Research  
DED



# HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING

3430 Court House Drive

Ellicott City, Maryland 21043

410-313-2350

Voice/Relay

Amy Gowan, Director

FAX 410-313-3467

June 29, 2021

Bayland Consultants & Designers, Inc.  
7455 New Ridge Road, Suite T  
Hanover, Maryland 21076  
Attn: John Heinrichs, P.E.

RE: Guilford Road Properties  
Contract Number: 24-5183-D  
Comment Letter

Dear John,

Address the comments below and return with a point-by-point response letter. Include the comments below in the next submission.

## **Cover Sheet and General**

1. Use standard side-by-side DPW and DPZ signature blocks for Developer Water and Sewer Plans. See examples of approved plans sent via email April 21, 2021.
2. Next to Howard Soils Signature Block, add a signature block for Health Department since this is the only plan used to show transition from septic systems to public sewer. Their sign-off is required.
3. Add two missing sewer notes from standard General Notes – Sewer section, one pertaining to force main and the other for CNS, cellar not served.
4. Reduce Legend features to water and sewer only. Ensure legend items match plan view in size and linetype.
5. Legend and other labels – Remove “PR” from all labels. Proposed items shall be shown correctly. For example, show proposed sewer as a solid bold line, drawn two feet wide on 50-scale plan.
6. Provide Quantities Table in upper right left corner of cover sheet. Remove Miss Utility Note, as General Notes indicate to contact Miss Utility.

## **Plan View**

7. Proposed sewer main crosses through environmentally sensitive areas, therefore, Necessary Disturbance must be requested from the Division of Land Development. Email Justin Schleicher, [jschleicher@howardcountymd.gov](mailto:jschleicher@howardcountymd.gov), to submit request. Permission must be obtained prior to approval of this water and sewer contract.
8. Show sewer line as a solid bold line, drawn 2 feet wide on 50-scale plan.

9. Remove contour lines with resubmission.
10. Label manhole 1 as a Doghouse manhole on plan view as well.
11. Show proposed manholes as solid circles 4 feet in diameter.
12. End manhole 3 in-line with back property line of 10412 Guilford Road.
13. Center manhole 3 within roadway, and show 20' Public Sewer & Utility Easement. Provide 10 feet wide saw tooth easement lines up to 10408 and 10412 property lines for placing cleanouts at property line.
14. Show cleanout symbol using a small circle.
15. Label sewer house connections as "4" SHC". Remove future private labels and line work, not necessary.
16. What are symbols TPS #1 and TPS #2? Remove if erroneous.
17. 20' Public Sewer Easement shall be shown free and clear of trees and other obstructions. Plan View shall show site conditions as they are to exist at final development.
18. Provide a minimum 90 degrees from downstream sewer interceptor 8" sewer main.
19. Add a manhole just beyond stream buffer for County access to sewer system.
20. For each lot, at Minimum Cellar Elevation to ensure gravity sewer service availability is clearly identified. Remove duplicate FF labels, and label basement and first floor elevations as BF and FF, respectively. Slightly increase text of these labels for better legibility.
21. Minimum WHC size is 1-1/2" with 1" outside meter setting. Update WHC size to minimum 1-1/2" instead of 3/4". Remove "PR" from label. Also, use clearer font to legibly read WHC label.

### **Profiles**

22. Ensure 4 feet of cover is provided for sewer main. If not, and Necessary Disturbance is not approved, drop doghouse manhole 10 feet from southern property line, and align sewer system around wetland buffer. If wetland buffer exceeds limits as shown, update wetland buffer delineation.
23. Sewer profiles shown as 1" = 10' vertical, and 1" = 5' horizontal. Correct profiles to correctly show profiles with 1" = 5' vertical.
24. SHC profiles not required, please remove.
25. Provide SHC Chart. If Cellar Not Served, a design manual waiver is required.

**Submit Final W&S Plan.** Provide one paper copy of the plans and attach the response letter to the set for review and file. Please contact me if you have any questions or need other information. Thank you.

Sincerely,

Maury Gogolski  
Department of Planning and Zoning  
Development Engineering Division  
mgogolski@howardcountymd.gov  
410.313.2360  
cc: file



# HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

3430 Courthouse Drive

Ellicott City, Maryland 21043

410-313-4401

Thomas Meunier, Director  
tmeunier@howardcountymd.gov

FAX 410-313-3408  
TDD 410-313-2323

March 17, 2022

**To:** Santos Realty, LLC  
Via U.S. Postal Service:  
10772 Tucker Street  
Beltsville, Maryland 20705

**From:** Howard County Department of Public Works  
Real Estate Services Division  
Phone No: 410-313-2330

**Subject:** Information required for File No. 24-5183-D  
Guilford Road Properties

*How  
Need  
a Bond?*

*Can I  
see  
this*

Please be advised that our office has started to receive information required for the preparation of agreements and/or easement documents for the above referenced project. Prior to the preparation of the legal documents, specific information from the Developer, Owner or their authorized agent(s), is needed. Additionally, the Developer and Owner are required to execute all agreements, post all sureties, and pay all fees prior to signature approval and recordation of the original final plat, or signature approval on the Site Development Plan. For this reason, assemble the requested documentation and make all administrative decisions carefully – the written responses are used to prepare legal documents. If documents based on the information provided to our office are required to be revised, there will be a charge of \$400 per agreement, up to \$1,600.

Please complete and provide this office with the following items as soon as possible:

- 1. Instruction Letter(s):** The *Instruction letter*\* includes information that will be used to prepare the legal agreement(s). Carefully consider the decision for each of the items listed on the form; all fields are required to be completed. All Owner(s), and Developer(s) if applicable, must be listed.

The security forms for the letters of credit and the bonds will be prepared and included in the developer's package. Likewise, the landscaping, if applicable, will be combined with the performance security of one of the agreements.

The security options are as follows:

- ☞ Checks:  
To be deposited in a non-interest bearing account by the County.
- ☞ Bonds: *Best path*  
To be provided by a bonding company licensed to do business in Maryland, and rated A- or better by AM Best; or rated A or better by Demotech, Inc.
- ☞ Letters of Credit:  
Provided by a bank with a Maryland demand location.

2. **Entity Information Sheet(s):** Provide an *Entity Information Sheet(s)*\* for each Owner and/or Developer, and all associated entities.

Listed below are the various types of entities, along with the corresponding form required. Each entity information sheet must be completed in its entirety. By the same token, any entity listed as an authorized officer, member, or partner, must also complete an entity form. *Please provide legal documentation of signature authority for those members signing on behalf of a limited liability company.*

Furthermore, should an authorized signor not be available to execute the legal agreements, a copy of the recorded power of attorney, giving authority to the designated person, will be required. Failure to provide all necessary documentation could result in a delay in the preparation and review of the agreements and/or documents.

<u>Corporations</u>	Form A
<u>Partnerships/Joint Ventures</u>	Form B
<u>Limited Liability Company</u>	Form C
<u>Individual Owners and/or</u>	
<u>Sole Proprietors</u>	Form D
<u>Miscellaneous and Trusts</u>	Form E

3. **Title Report:** A title report, effective within 30 days upon delivery to Real Estate Services, is mandatory in order to prepare all legal documents; the title report must include **any and all on-site and off-site areas affected**. Moreover, the title report must be a full 60-year title search that references the project name and P&Z file number. Similarly, the report shall adhere to the requirements as outlined in *Title Requirements for Developer Projects*\* page.

Contracts of sale and/or other legal agreements: Provide any/all copy(ies) of active, unrecorded legal documents affecting the property, including, but not limited to, contracts of sale and/or leases.

4. **Preservation Parcel(s):** If the subdivision includes either an on-site or off-site reservation parcel, complete the appropriate *Preservation Easement Checklist*\* for each preservation parcel.

When the administrative decisions have been made and reviewed for accuracy, return the information requested, along with the title report, to [nstewart@howardcountymd.gov](mailto:nstewart@howardcountymd.gov)

Feel free to contact this office at 410-313-2330 with any additional questions regarding this project.

Thank you,

*Nicholas Stewart*

Nic Stewart  
Encls

**\*Information Sheets, Preservation Easement Checklists, and the Instruction Letter form can be downloaded at <https://www.howardcountymd.gov/Departments/Public-Works/Real-Estate-Services-Division/Public-Works-Board>**

TAR\SERIES 701 – RQST for INFO.docx

Date: \_\_\_\_\_

To: **Howard County Department of Public Works  
Real Estate Services Division  
3430 Court House Drive  
Ellicott City, Maryland 21043  
Phone No. 410-313-2330**

Name of Subdivision/Site: **Guilford Road Properties**

Dear Mr. Stewart:

The following is in response to your letter dated March 17, 2022.

1. The Developer\*\* is: \_\_\_\_\_  
↳ Signor: \_\_\_\_\_

The fee simple Owner\*\* of the property is \_\_\_\_\_  
↳ Signor: \_\_\_\_\_

My Security Option\*\* is: (Check One:)

BOND                       LETTER OF CREDIT                       CHECK

If more than one of the above is checked, please explain: \_\_\_\_\_

2. The completed and signed Information Sheets are attached:                       Yes                       No

3. Amount of time needed to complete construction:                       3 Years                       4 Years  
(If nothing is selected, the default will be 3 years.)

4. Title Report: (Check one:)  
 Report was previously submitted.                       Report is attached.                       Report is forthcoming.  
 Other/Explain: \_\_\_\_\_

5. A Contract of Sale\*\* and/or Lease is applicable.                       Yes                       No  
(Attach if applicable)

6. A Preservation checklist is applicable.                       Yes                       No  
(Attach if applicable)

\*\*The above responses are used to prepare legal documents; any revisions to the documents after they are prepared, and based off of the above information, will be charged \$400 per agreement, up to \$1,600.00.

I solemnly declare and affirm under the penalties of perjury that the information contained within and attached hereto is true, correct and complete.

Sincerely,

\_\_\_\_\_  
Signature

**HOWARD COUNTY INFORMATION SHEET  
CORPORATION**

**FORM A**

1. CORPORATE NAME: \_\_\_\_\_
2. CORPORATE ADDRESS: \_\_\_\_\_
3. PRINCIPAL BUSINESS OFFICE ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE: (WORK) \_\_\_\_\_ (CELL) \_\_\_\_\_  
FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_
4. NAME AND ADDRESS OF RESIDENT AGENT: \_\_\_\_\_  
\_\_\_\_\_
5. DATE OF INCORPORATION: \_\_\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_
6. IF INCORPORATED IN ANOTHER STATE, IS CORPORATION REGISTERED AND QUALIFIED TO DO BUSINESS IN THE STATE OF MARYLAND? YES \_\_\_\_\_ NO \_\_\_\_\_
7. IS CORPORATION IN GOOD STANDING WITH THE STATE OF MARYLAND? YES \_\_\_\_\_ NO \_\_\_\_\_
8. IS THIS A CLOSE CORPORATION? YES \_\_\_\_\_ NO \_\_\_\_\_
9. MD STATE ASSESSMENT REGISTRATION NO.: \_\_\_\_\_
10. TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

Legal documents must be executed by the Corporate President or Vice President and the signature must be ATTESTED, not witnessed, by the Corporate Secretary or Assistant Secretary except in the case of a close corporation in which the signature may be witnessed. If someone other than the President or Vice President executes, the documents must be accompanied by a copy of Corporate By-Laws or Corporate Resolution indicating authority of individual to bind corporation.

11. NAMES AND ADDRESSES OF ALL CURRENT OFFICERS (ATTACH ADDITIONAL PAGES, IF NECESSARY):  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_
12. NAMES AND ADDRESSES OF ALL CURRENT DIRECTORS (ATTACH ADDITIONAL PAGES, IF NECESSARY):  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

I solemnly declare and affirm under the penalties of perjury that the information contained within and attached hereto is true, correct and complete.

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Type or Print Name) (Title)

**HOWARD COUNTY INFORMATION SHEET  
PARTNERSHIP OR JOINT VENTURE**

**FORM B**

1. PARTNERSHIP OR JOINT VENTURE NAME: \_\_\_\_\_

2. PRINCIPAL BUSINESS OFFICE ADDRESS: \_\_\_\_\_

TELEPHONE: (WORK) \_\_\_\_\_ (CELL) \_\_\_\_\_

FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

3. NAME AND ADDRESS OF GENERAL PARTNERS (ATTACH ADDITIONAL PAGES, IF NECESSARY):

Each corporation, partnership, joint venture, or organization identified as a General Partner must be fully identified on its own Information Sheet. All agreements between Howard County and a partnership or joint venture are to be executed by the Managing Partner and a General Partner, which may be the same person or entity.

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

4. NAME AND ADDRESS OF LIMITED PARTNERS (ATTACH ADDITIONAL PAGES, IF NECESSARY):

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

5. NAME OF MANAGING PARTNER: \_\_\_\_\_

6. DATE PARTNERSHIP WAS FORMED: \_\_\_\_\_ STATE OF CERTIFICATION: \_\_\_\_\_

7. MD STATE ASSESSMENT REGISTRATION NO.: \_\_\_\_\_

8. TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

9. IS PARTNERSHIP AGREEMENT RECORDED AMONG THE LAND RECORDS?  
YES \_\_\_\_\_ NO \_\_\_\_\_

I solemnly declare and affirm under the penalties of perjury that the information contained within and attached hereto is true, correct and complete.

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Type or Print Name) (Title)

**ATTACH COPY OF STATEMENT OF PARTNERSHIP AUTHORITY IF ONE HAS BEEN FILED WITH  
THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.**

**HOWARD COUNTY INFORMATION SHEET  
LIMITED LIABILITY COMPANY (L.L.C.)**

**FORM C**

(Not to be used by Limited Liability Limited Partnership)

1. L.L.C. NAME: \_\_\_\_\_
2. L.L.C. ADDRESS: \_\_\_\_\_
3. PRINCIPAL BUSINESS OFFICE ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE: (WORK) \_\_\_\_\_ (CELL): \_\_\_\_\_  
FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_
4. NAME AND ADDRESS OF RESIDENT AGENT: \_\_\_\_\_  
\_\_\_\_\_
5. DATE OF FORMATION: \_\_\_\_\_ STATE OF FORMATION: \_\_\_\_\_
6. IF ORGANIZED IN ANOTHER STATE, IS L.L.C. REGISTERED TO DO BUSINESS IN THE STATE OF MARYLAND? YES \_\_\_\_\_ NO \_\_\_\_\_
7. MD STATE ASSESSMENT REGISTRATION NO.: \_\_\_\_\_
8. TAX IDENTIFICATION NUMBER: \_\_\_\_\_

Each corporation, partnership, joint venture, or organization identified as a Member must be fully identified on its own Information Sheet. All agreements between Howard County and a Limited Liability Company (L.L.C.) are to be executed by a Member of the L.L.C. who is authorized to act as an agent of the L.L.C.

9. NAMES AND ADDRESSES OF MEMBERS WHO ARE AUTHORIZED TO ACT AS AN AGENT OF THE LIMITED LIABILITY COMPANY. IF THE LLC HAS MORE THAN ONE MEMBER PROVIDE LEGAL DOCUMENTATION OF THE MEMBERS SIGNATURE AUTHORITY (ATTACH ADDITIONAL PAGES, IF NECESSARY):

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

10. NAMES AND ADDRESSES OF ANY OTHER MEMBERS OF THE LIMITED LIABILITY COMPANY (ATTACH ADDITIONAL PAGES, IF NECESSARY):

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

I solemnly declare and affirm under the penalties of perjury that the information contained within and attached hereto is true, correct and complete.

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Type or Print Name) (Title)

**HOWARD COUNTY INFORMATION SHEET**  
**SOLE PROPRIETORSHIP (or Individual Homeowner(s))**

FORM D

SOLE PROPRIETOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: (WORK) \_\_\_\_\_ (CELL) \_\_\_\_\_

FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

I do solemnly declare and affirm under the penalties of perjury that the information contained within is true and correct to the best of my knowledge.

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Name)

\* \* \* \* \*

IF APPLICABLE

BUSINESS OR TRADE NAME: \_\_\_\_\_

MD STATE ASSESSMENT REGISTRATION NO. (Business License): \_\_\_\_\_

I solemnly declare and affirm under the penalties of perjury that the information contained within and attached hereto is true, correct and complete.

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Type or Print Name)

**HOWARD COUNTY INFORMATION SHEET**  
**MISCELLANEOUS ORGANIZATION**

FORM E

THIS FORM IS NOT TO BE COMPLETED BY A CORPORATION, PARTNERSHIP, JOINT VENTURE, LIMITED LIABILITY COMPANY, OR SOLE PROPRIETORSHIP.

1. TYPE OF ORGANIZATION: \_\_\_\_\_
2. NAME OF ORGANIZATION: \_\_\_\_\_
3. OFFICE ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE: (WORK) \_\_\_\_\_ (CELL) \_\_\_\_\_  
FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_
4. MD STATE ASSESSMENT REGISTRATION NO. (Business License): \_\_\_\_\_
5. TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_
6. TAX EXEMPT? YES \_\_\_\_\_ NO \_\_\_\_\_
7. NAMES AND ADDRESSES OF TRUSTEES, DIRECTORS, ETC. (THOSE EMPOWERED TO ACT ON BEHALF OF THE ORGANIZATION. ATTACH ADDITIONAL PAGES, IF NECESSARY):  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

If the authority to execute documents on behalf of the organization is not apparent in the Corporations and Associations Article of the Annotated Code of Maryland by virtue of the title an individual holds in an organization, written documentation of such authority must accompany the executed documents.

8. NAMES AND TITLES OF THOSE AUTHORIZED TO EXECUTE ON BEHALF OF THE ORGANIZATION:  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

I solemnly declare and affirm under the penalties of perjury that the information contained within and attached hereto is true, correct and complete.

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Type or Print Name) (Title)

## TITLE REQUIREMENTS FOR DEVELOPER PROJECTS\*

### PURPOSE:

The County must ensure that all legal documents transferring fee simple land and/or easement rights to the County are executed by the legal owners of the property.

### DEVELOPER RESPONSIBILITY:

- To request a title company to prepare a title report for each property affected by the proposed subdivision and/or site development.
- To provide the completed title report and/or reports to the Real Estate Services Division to initiate the preparation of the legal documents.

**TITLE COMPANY RESPONSIBILITY:** The title report must include the following information:

- 60 year title search
- An opinion letter and/or title report signed by an attorney that includes:
  - Run through date of report
  - Detail regarding all encumbrances
  - Detail regarding all exceptions
  - Detail regarding anything affecting title to the property in question
  - The following statement shall also appear in the title opinion:
  - **Fee simple title is good and marketable as vested of record in \_\_\_\_\_, as acquired from \_\_\_\_\_, by type of legal instrument dated \_\_\_\_\_ and recorded on \_\_\_\_\_ among the Land Records of Howard County, Maryland, in Liber \_\_\_\_ Folio \_\_\_\_\_."**
- **FULL copies** of all title deeds, encumbrances, easements, exceptions, etc. noted in the title report must be provided.

**\*Any deviation from the above requirements may result in a delay in the preparation of your developer's agreements.**

# QUANTITIES

ITEM	ESTIMATED	AS-BUILT		
SEWER MAIN		QUANTITIES	TYPE	
8" SS (PVC SCH-40)	374 LF			
4" SS (PVC SCH-40)	316 LF			
4' MANHOLE (HO. CO. STD G-5.12)	3			
DOGHOUSE MANHOLE (HO. CO. STD G-5.14)	1			
CLEANOUT	5			
4" PLUG	1			
NAME OF UTILITY CONTRACTOR:				
SURVEY & DRAFTING DIVISION AS-BUILT DATE:				

## GENERAL NOTES

### PART I

1. APPROXIMATE LOCATIONS OF EXISTING MAINS ARE SHOWN. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING MAINS AND SERVICES AND MAINTAINS UNINTERRUPTED SERVICE. ANY DAMAGE INCURRED SHALL BE REPAIRED IMMEDIATELY TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE.

2. TOPOGRAPHIC SURVEY PERFORMED BY BAYLAND CONSULTANTS & DESIGNERS, INC., DATED APRIL 1, 2021 AND APRIL 12, 2021.

3. HORIZONTAL AND VERTICAL CONTROL ESTABLISHED FROM REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) CONTROL POINTS. BENCHMARKS ARE AS SPECIFIED. COORDINATES AND BEARINGS SHOWN HEREON ARE REFERRED TO THE MARYLAND COORDINATE SYSTEM (NAD83/1991). ELEVATIONS SHOWN HEREON ARE REFERRED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD'88).

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
TPS# 1	536,443.51	1,366,895.80	162.20	MAG NAIL
TPS# 2	536,500.00	1,367,043.07	171.82	MAG NAIL
TPS# 3	536,534.02	1,367,193.41	179.77	REBAR CAP

4. THE PROJECT IS WITHIN FEMA FLOODPLAIN LIMITS (ZONE AE). SHOWN ON FEMA FIRMS MAP #24027C0170D EFFECTIVE NOVEMBER 6, 2013.

5. THERE ARE NON-TIDAL WETLANDS AND ASSOCIATED BUFFERS WITHIN THE PROJECT LIMITS. LETTERS REQUESTING NECESSARY DISTURBANCE AND AUTHORIZATION FOR TEMPORARY DISTURBANCE IN THESE ENVIRONMENTALLY SENSITIVE AREAS HAVE BEEN SUBMITTED.

6. THE PROJECT SITE IS NOT LOCATED WITHIN THE CHESAPEAKE BAY CRITICAL AREA.

7. ALL PIPE ELEVATIONS SHOWN ARE INVERT ELEVATIONS UNLESS OTHERWISE NOTED ON THE PLANS.

**SEC**

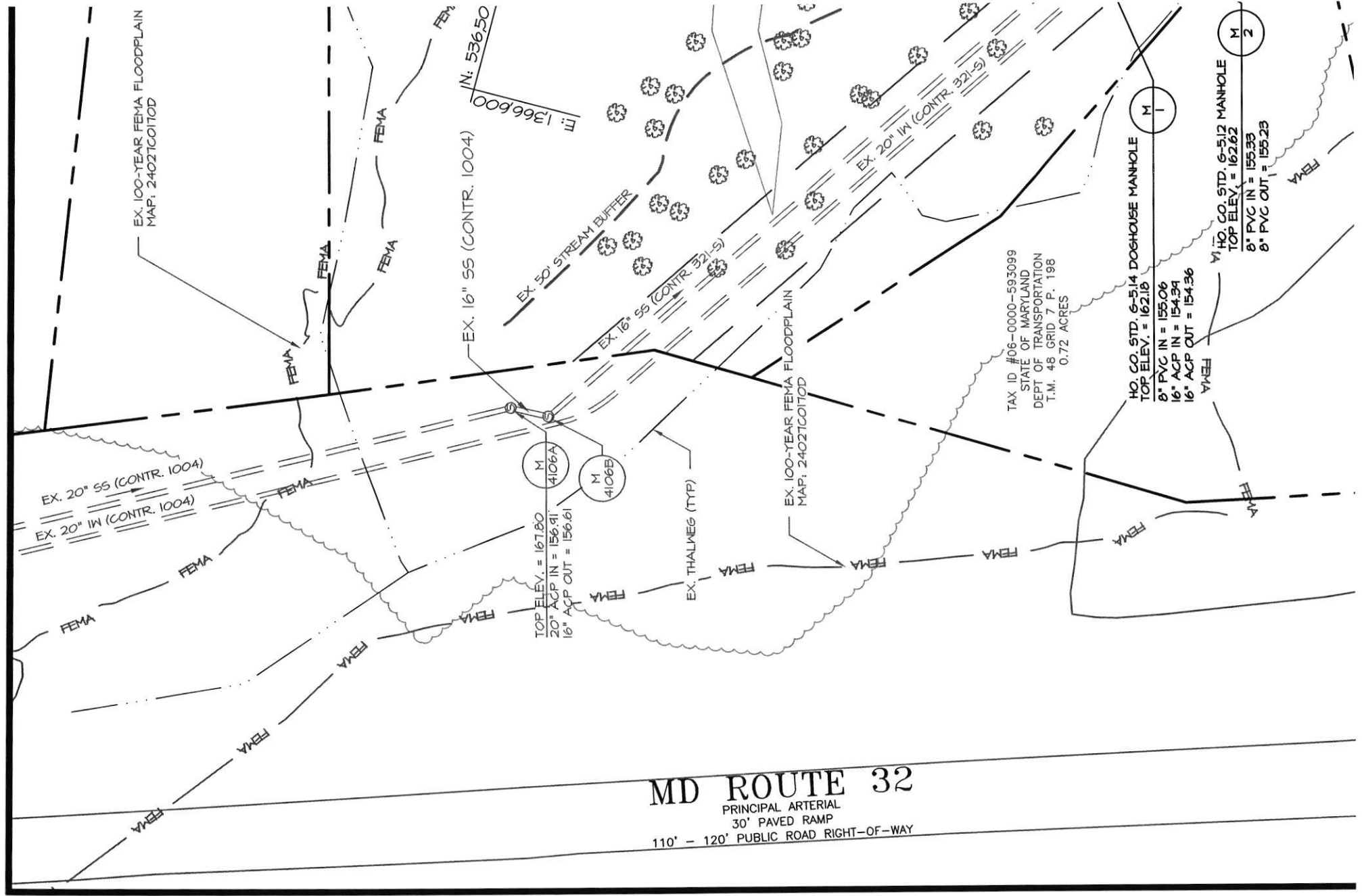
STEP 1

STEP 2

STEP 3

STEP 4

STEP 5



EX. 100-YEAR FEMA FLOODPLAIN  
MAP: 2402TCOITOD

EX. 16\"/>

EX. 16\"/>

TOP ELEV. = 167.80  
 20\"/>

TAX ID #06-0000-593099  
 STATE OF MARYLAND  
 DEPT OF TRANSPORTATION  
 T.M. 48 GRID 7 P. 198  
 0.72 ACRES

HO. CO. STD. 6-5.14 DOGHOUSE MANHOLE  
 TOP ELEV. = 162.18  
 8\"/>

HO. CO. STD. 6-5.12 MANHOLE  
 TOP ELEV. = 162.62  
 8\"/>

**MD ROUTE 32**  
 PRINCIPAL ARTERIAL  
 30' PAVED RAMP  
 110' - 120' PUBLIC ROAD RIGHT-OF-WAY

# B-4-2 STANDARDS AND SPECIFICATIONS PREPARATION, TOPSOILING, AND SOIL A

DEFINITION: THE PROCESS OF PREPARING THE SOILS TO SUSTAIN ADEQUATE VEGETATIVE STABILIZATION.

PURPOSE: TO PROVIDE A SUITABLE SOIL MEDIUM FOR VEGETATIVE GROWTH.

CONDITIONS WHERE PRACTICE APPLIES: WHERE VEGETATIVE STABILIZATION IS TO BE ESTABLISHED.

## CRITERIA

### A. SOIL PREPARATION

#### 1. TEMPORARY STABILIZATION

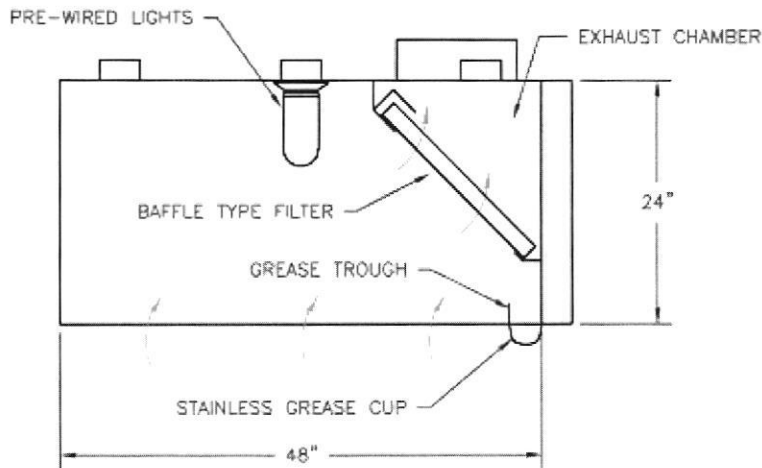
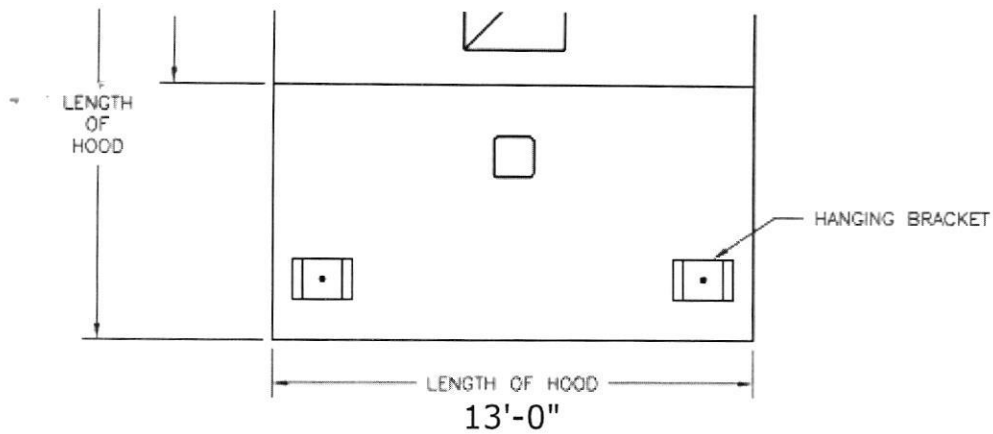
- a. SEEDBED PREPARATION CONSISTS OF LOOSENING SOIL TO A DEPTH OF 3 TO 5 INCHES BY USING AGRICULTURAL OR CONSTRUCTION EQUIPMENT, SUCH AS DISC HARROWS OR CHISEL PLOW OR CONSTRUCTION EQUIPMENT. AFTER THE SOIL IS LOOSENED, IT MUST NOT BE ROLLED OR COMPACTED TO THE ROUGHENED CONDITION. SLOPES 3:1 OR FLATTER ARE TO BE TRACKED WITH RIDGES TO MAINTAIN THE CONTOUR OF THE SLOPE.
- b. APPLY FERTILIZER AND LIME AS PRESCRIBED ON THE PLANS.
- c. INCORPORATE LIME AND FERTILIZER INTO THE TOP 3 TO 5 INCHES OF SOIL BY DISKING OR OTHER MEANS.

#### 2. PERMANENT STABILIZATION

- a. A SOIL TEST IS REQUIRED FOR ANY EARTH DISTURBANCE OF 5 ACRES OR MORE. THE FOLLOWING TESTS REQUIRED FOR PERMANENT VEGETATIVE ESTABLISHMENT ARE:
  - i. SOIL PH BETWEEN 6.0 AND 7.0.
  - ii. SOLUBLE SALTS LESS THAN 500 PARTS PER MILLION (PPM).
  - iii. SOIL CONTAINS LESS THAN 40 PERCENT CLAY BUT ENOUGH FINE GRAINED MATERIAL (SILT PLUS CLAY) TO PROVIDE THE CAPACITY TO HOLD A MODERATE AMOUNT OF WATER. IF SOIL WITH LOVEGRASS WILL BE PLANTED, THEN A SANDY SOIL (LESS THAN 30 PERCENT CLAY) IS ACCEPTABLE.
  - iv. SOIL CONTAINS 1.5 PERCENT MINIMUM ORGANIC MATTER BY WEIGHT.
  - v. SOIL CONTAINS SUFFICIENT PORE SPACE TO PERMIT ADEQUATE ROOT PENETRATION.
- b. APPLICATION OF AMENDMENTS OR TOPSOIL IS REQUIRED IF ON-SITE SOILS DO NOT MEET THE ABOVE CRITERIA.
- c. GRADED AREAS MUST BE MAINTAINED IN A TRUE AND EVEN GRADE AS SPECIFIED ON THE PLANS. SOILS MUST BE SCARIFIED OR OTHERWISE LOOSENED TO A DEPTH OF 3 TO 5 INCHES.
- d. APPLY SOIL AMENDMENTS AS SPECIFIED ON THE APPROVED PLAN OR AS INDICATED BY THE PLANS.
- e. MIX SOIL AMENDMENTS INTO THE TOP 3 TO 5 INCHES OF SOIL BY DISKING OR OTHER MEANS. IN AREAS TO SMOOTH THE SURFACE, REMOVE LARGE OBJECTS LIKE STONES AND BRANCHES. AFTER SEED APPLICATION, LOOSEN SURFACE SOIL BY DRAGGING WITH A HEAVY CHAIN OR OTHER MEANS. IN AREAS WHERE SITE CONDITIONS WILL NOT PERMIT NORMAL SEEDBED PREPARATION, TRACK WITH TRACKED EQUIPMENT LEAVING THE SOIL IN AN IRREGULAR CONDITION WITH RIDGES TO MAINTAIN THE CONTOUR OF THE SLOPE. LEAVE THE TOP 1 TO 3 INCHES OF SOIL LOOSE AND FRIABLE. THIS IS UNNECESSARY ON NEWLY DISTURBED AREAS.

### B. TOPSOILING

1. TOPSOIL IS PLACED OVER PREPARED SUBSOIL PRIOR TO ESTABLISHMENT OF PERMANENT VEGETATION TO PROVIDE A SUITABLE SOIL MEDIUM FOR VEGETATIVE GROWTH. SOILS OF CONCERN HAVE LOW NUTRIENT LEVELS, LOW PH, MATERIALS TOXIC TO PLANTS, AND/OR UNACCEPTABLE SOIL GRADATION.
2. TOPSOIL SALVAGED FROM AN EXISTING SITE MAY BE USED PROVIDED IT MEETS THE STANDARD SPECIFICATIONS. TYPICALLY, THE DEPTH OF TOPSOIL TO BE SALVAGED FOR A GIVEN SOIL TYPE IS A REPRESENTATIVE SOIL PROFILE SECTION IN THE SOIL SURVEY PUBLISHED BY USDA-NRCS.
3. TOPSOILING IS LIMITED TO AREAS HAVING 2:1 OR FLATTER SLOPES WHERE:
  - a. THE TEXTURE OF THE EXPOSED SUBSOIL/PARENT MATERIAL IS NOT ADEQUATE TO PRODUCE VEGETATION.
  - b. THE SOIL MATERIAL IS SO SHALLOW THAT THE ROOTING ZONE IS NOT DEEP ENOUGH TO MAINTAIN CONTINUING SUPPLIES OF MOISTURE AND PLANT NUTRIENTS.
  - c. THE ORIGINAL SOIL TO BE VEGETATED CONTAINS MATERIAL TOXIC TO PLANT GROWTH.
  - d. THE SOIL IS SO ACIDIC THAT TREATMENT WITH LIMESTONE IS NOT FEASIBLE.
4. AREAS HAVING SLOPES STEEPER THAN 2:1 REQUIRE SPECIAL CONSIDERATION AND DESIGN.
5. TOPSOIL SPECIFICATIONS: SOIL TO BE USED AS TOPSOIL MUST MEET THE FOLLOWING CRITERIA:
  - a. TOPSOIL MUST BE A LOAM, SANDY LOAM, CLAY LOAM, SILT LOAM, SANDY CLAY LOAM, OR



are constructed of 16 and 18 gauge steel.  
 are welded liquid tight, without seams by an automatic wire fed mig welder.  
 are built in accordance to NFPA 96, NSF specifications, & U.L. 710 specifications.  
 ough is made to receive grease extracted by filters.  
 ers are of baffle type (20" wide) and carry a U.L. listing. They are made from a  
 ht aluminum steel.  
 s steel cup attaches to the tray that runs beneath the entire length of the hood.



# HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING

3430 Court House Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2350

Voice/Relay

Amy Gowan, Director

FAX 410-313-3467

September 30, 2021

John Heinrichs  
BayLand Consultants and Designers, Inc.  
7455 New Ridge Road, Suite T  
Hanover, MD 21076

RE: Guilford Road Properties  
Contract Number 24-5183-D  
Necessary Environmental Disturbance Request

Dear Mr. Heinrichs:

This letter is in response to your request for approval for essential or necessary streambank buffers, wetlands, wetland buffers and 100-year floodplain disturbances associated with a gravity sewer installation at 10408, 10412 and 10416 Guilford Road in Jessup MD.

As of the date of this letter, this Department (in consultation with the Office of Community Sustainability and the Department of Public Works) **approved** your request to allow the streambank buffers, wetlands, wetland buffers and 100-year floodplain disturbances as essential or necessary disturbances in accordance with Section 16.116(c) of the Subdivision and Land Development Regulations. Our decision was made based on the following:

- The detailed justification provided by BayLand Consultants and Designers, Inc. in a letter dated June 30, 2021. The gravity sewer installation project is critical to rectify the failing septic systems located on the subject properties.
- The disturbance is the minimum necessary to access and excavate the installation site.
- The project will employ best management practices for work conducted in the stream buffer, wetlands, wetland buffers and 100-year floodplain. The disturbed areas shall be restored as closely as possible to their original state.
- The applicant initially applied to install grinder pumps and pump waste to the existing sewer on Guilford Road. This request was denied by the Bureau of Utilities as there is an existing gravity sewer located in the rear of the subject properties.
- This project is exempt from Forest Conservation in accordance with Section 16.1202(b)(2)(v); the filing of a Declaration of Intent for a linear project. The applicant submitted the original, signed and notarized Declaration of Intent for this linear project on September 29, 2021.

Approval of the above-described necessary disturbances are subject to the following conditions and mitigation methods:


1. The excavation of the maintenance site shall only disturb those environmental areas as stated in the request and as delineated on the Bayland Preliminary Plan and Profiles dated June 2021. Any disturbances to regulated environmental features beyond this request are not permitted unless the applicant submits a formal request to the Department of Planning & Zoning in accordance with Section 16.116(c).
2. The disturbed trench areas shall be returned to their existing conditions in accordance with the preliminary and profile plans.

3. The applicant will be required to obtain all necessary approvals and authorizations by the Maryland Department of the Environment (MDE) and the U.S. Army Corps of Engineers (USACE) for activities in regulated areas prior to submission of a grading permit application. Copies of the approved MDE and USACE permits shall be submitted along with the grading permit application.

Please reference this necessary disturbance request, approval action and date on all related grading permit applications. This necessary disturbance approval will remain valid for as long as a grading permit is being actively processed in accordance with the provisions of the Regulations.

If you have any questions, please contact Justin Schleicher at (410) 313-2350 or email at [jschleicher@howardcountymd.gov](mailto:jschleicher@howardcountymd.gov).

Sincerely,

DocuSigned by:  
  
1EB75478A22B49A...

Anthony Cataldo, AICP, Chief  
Division of Land Development

cc: Research  
DED

June 30, 2021

Mr. Justin Schleicher [jschleicher@howardcountymd.gov](mailto:jschleicher@howardcountymd.gov)  
Howard County Department of Planning & Zoning  
Division of Land Development  
3430 Court House Drive  
Ellicott City, MD 21043

Re: Guilford Road Properties  
Contract Number 24-5183-D  
Necessary Disturbance Request

Dear Mr. Schleicher:

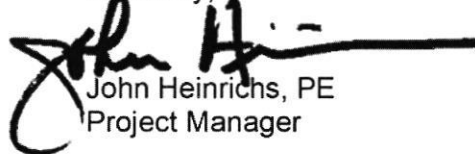
I am writing on behalf of the owner of the properties at 10408, 10412, and 10416 Guilford Road, Santos Realty LLC. These properties have failing septic systems and the Howard County Health Department has required the owner connect them to Public Sewer as soon as possible. Santos Realty LLC has engaged BayLand Consultants & Designers Inc., (BayLand), to prepare design documents for these connections.

Initial concept plans involved installation of grinder pumps and pumping up to the existing sewer in Guilford Road. This concept was rejected by the Bureau of Utilities because there is a gravity sewer alternative available. An existing gravity sewer is located at the rear of the 10408 Guilford Road. This portion of the property is low lying, wooded and near several streams. Floodplain, Stream Buffers, non-tidal wetlands, and wetland buffers will be temporarily affected along any alignment selected for the new public sewer extension. BayLand is herewith requesting relief from strict compliance with the specific land development regulations related to development impacts within these environmentally sensitive areas.

The current alignment was selected to create the shortest distance, (least disturbance), through this sensitive area while minimizing impacts to the existing mature trees. No trees will be removed during construction and impacts to wetlands and other environmentally sensitive areas will be temporary, as the trench surface will be returned to existing conditions using best management construction practices.

A copy of the preliminary plan, currently under review by the County, is attached for your reference. Please contact me at (410) 694-9401 or [jheinrichs@baylandinc.com](mailto:jheinrichs@baylandinc.com) if you have questions.

Sincerely,

  
John Heinrichs, PE  
Project Manager

Enclosures  
JRH

Cc: Kenny Santos, Santos Realty LLC by email  
Maury Gogolski, Ho.Co. DPZ by email

P:\18\_37301\_Guilford Rd Prop Water & Sewer Connections\02 Prep Water & Sewer Connection Plans\Coorespondance\Necessary Disturbance Request.docx

August 10, 2021

Mr. Maury Gogolski  
Department of Planning and Zoning  
Development Engineering Division  
3430 Court House Drive  
Ellicott City, MD

Re: Guilford Road Properties  
Contract Number: 24-5183-D  
Response to Comments Letter

Response to George Gibson Comments - 7/2/2021

**Cover sheet**

**Comment:** Spell out Proposed in the legend:

**Response:** Proposed was spelled out

**Plan and Profile Sheet**

**Comment:** Consider moving sewer around the wetlands if possible.

**Response:** The entire rear portion of 10408 Guilford Road has wetlands, wetland buffers, streams, stream buffer, and is in the floodplain. Any route to the existing sewer will have temporary impacts to all of these. We carefully selected the route that would require the least tree removal and still provide adequate fall. A letter requesting necessary disturbance was sent.

**Comment:** Show first floor and basement Elevations

**Response:** Complied with the request

**Comment:** Refer to manual for proper removal of House Connections

**Response:** Abandonment of house connection has been eliminated from the plans.

**Comment:** Do not abbreviate proposed water and sewer lines

**Response:** Abbreviations have been eliminated.

**Comment:** There is no existing 8' sewer. Label as proposed, (manhole call out).

**Response:** Manhole labels were revised.

**Comment:** Label as ex. 20" industrial waste line

**Response:** The ex. 20" Industrial waste line label has been corrected.

**Comment:** Label all water and sewer lines public and private respectively

**Response:** The water house connection is no longer on the plans and Sewer House connections outside the easement are private. Note was added to the SHC chart.

Response to Maury Gogolski Comments - 6/29/2021

### **Cover Sheet and General**

**Comment 1:** Use standard side-by-side DPW and DPZ signature blocks for Developer Water and Sewer Plans. See examples of approved plans sent via email April 21, 2021.

**Response:** Signature blocks have been revised.

**Comment 2:** Next to Howard Soils Signature Block, add a signature block for Health Department since this is the only plan used to show transition from septic systems to public sewer. Their sign-off is required.

**Response:** The signature block has been added to the cover sheet.

**Comment 3:** Add two missing sewer notes from standard General Notes - Sewer section, one pertaining to force main and the other for CNS, cellar not served

**Response:** These do not apply to this project but were added as requested.

**Comment 4:** Reduce Legend features to water and sewer only. Ensure legend items match plan view in size and line type

**Response:** Legend has been revised.

**Comment 5:** Legend and other labels - Remove "PR" from all labels. Proposed items shall be shown correctly. For example, show proposed sewer as a solid bold line, drawn two feet wide on 50-scale plan.

**Response:** Legend and labels have been revised as requested.

**Comment 6:** Provide Quantities Table in upper right left corner of cover sheet Remove Miss Utility Note, as General Notes indicate to contact Miss Utility.

**Response:** Quantity Table has been provided in the upper left corner. Miss Utility symbol/note was removed

### **Plan Sheet**

**Comment 7:** Proposed sewer main crosses through environmentally sensitive areas, therefore, Necessary Disturbance must be requested from the Division of Land Development. Email Justin Schleicher, schleicher@howardcountymd.gov, to submit request. Permission must be obtained prior to approval of this water and sewer contract.

**Response:** The entire rear portion of 10408 Guilford Road has wetlands, wetland buffers, streams, stream buffer, and is in the floodplain. Any route to the existing sewer will have temporary impacts to all of these. We carefully selected the route that would require the least tree removal and still provide adequate fall. A request was submitted to Justin Schleicher.

**Comment 8:** Show sewer line as a solid bold line, drawn 2 feet wide on 50-scale plan.

**Response:** Sewer line type was revised as requested

**Comment 9:** Remove contour lines with resubmission.

**Response:** Contour lines have been removed

**Comment 10:** Label manhole 1 as a Doghouse manhole on plan view as well.

**Response:** The manhole has been re-labeled as requested

**Comment 11:** Show proposed manholes as solid circles 4 feet in diameter.

**Response:** Manholes have been revised as requested

**Comment 12:** End manhole 3 in-line with back property line of 10412 Guilford Road.

**Response:** Manhole 3 was extended just far enough so that the sewer house connection would miss the garage.

**Comment 13:** Center manhole 3 within roadway and show 20' Public Sewer & Utility Easement. Provide 10 feet wide saw tooth easement lines up to 10408 and 10412 property lines for placing cleanouts at property line.

**Response:** Sewer was centered in the proposed 20' easement.

**Comment 14:** Show cleanout symbol using a small circle.

**Response:** Revised as requested.

**Comment 15:** Label sewer house connections as "4" SHC". Remove future private labels and line work, not necessary.

**Response:** Revised as requested

**Comment 16:** What are symbols TPS #1 and TPS #2? Remove if erroneous

**Response:** They are Traverse Points to be used as benchmarks during construction, see general note 3 on the cover sheet.

**Comment 17:** 20' Public Sewer Easement shall be shown free and clear of trees and other obstructions. Plan View shall show site conditions as they are to exist at final development.

**Response:** Revised as requested

**Comment 18:** Provide a minimum 90 degrees from downstream sewer interceptor 8" sewer main.

**Response:** Revised as requested

**Comment 19:** Add a manhole just beyond stream buffer for County access to sewer system.

**Response:** Revised as requested

**Comment 20:** For each lot, at Minimum Cellar Elevation to ensure gravity sewer service availability is clearly identified. Remove duplicate FF labels, and label basement and first floor elevations as BF and FF, respectively. Slightly increase text of these labels for better legibility.

**Response:** Revised as requested

**Comment 21:** Minimum WHC size is 1-1/2" with 1" outside meter setting. Update WHC size to minimum 1-1/2" instead of 1". Remove "PR" from label. Also, use clearer font to legibly read WHC label.

**Response:** Owner has decided not to modify existing water house connections at this time. All references to those improvements have been removed.

### Profiles

**Comment 22:** Ensure 4 feet of cover is provided for sewer main. If not, and Necessary Disturbance is not approved, drop doghouse manhole 10 feet from southern property line, and align sewer system around wetland buffer. If wetland buffer exceeds limits as shown, update wetland buffer delineation.

**Response:** 4 feet of cover is provided, and it appears the Necessary Disturbance request was approved.

**Comment 23:** Sewer profiles shown as 1" = 10' vertical, and 1" = 5' horizontal. Correct profiles to correctly show profiles with 1" = 5' vertical.

**Response:** Revised as requested

**Comment 24:** SHC profiles not required, please remove.

**Response:** Revised as requested.

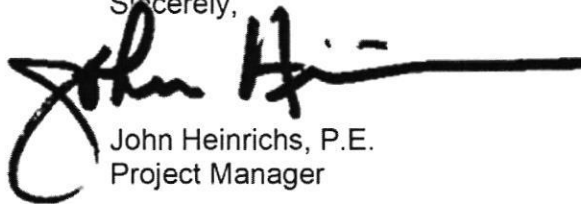
**Comment 25:** Provide SHC Chart. If Cellar Not Served, a design manual waiver is required.

**Response:** SHC Chart is provided. All existing basement/cellar elevations will be served.

We are preparing an easement plat and legal description for the easement as shown on the plans and should be submitting them next week some time for review and comment.

Please contact me at (410) 694-9401 or [jheinrichs@baylandinc.com](mailto:jheinrichs@baylandinc.com) if you have any questions or concerns. Thank you.

Sincerely,



John Heinrichs, P.E.  
Project Manager

JRH/jrh

March 29, 2021

Mr. Kenny Santos, President  
Santos Realty, LLC  
10772 Tucker Street  
Beltsville, MD 20705

Re: Proposal for Surveying & Engineering Services  
Water & Sewer House Connection Plans for  
10408, 10412, & 10416 Guilford Road, Jessup MD

Dear Mr. Kenny Santos:

Per your phone conversation with John Heinrichs, PE, BayLand Consultants & Designers, Inc. (BayLand) is pleased to present this proposal to provide survey and engineering design services for your properties at 10408, 10412, and 10416 Guilford Road in Jessup, MD. The design is to include grinder pumps, one for each existing residence on the properties, a shared private low pressure sewer main transitioning to gravity at Guilford Road and connecting to the public sewer main there, and one water house connection for 10416 Guilford road which currently does not have public water service. BayLand will also prepare a legal description and plat for one private utility easement over and through the driveway at 10408 Guilford Road to provide access for all three parcels to the public utilities in Guilford Road.

Task 1 – Base Map & Surveys ..... \$5,000

- Utilizing available County GIS information, deeds, plats, and drawings, BayLand will prepare a base map of the three parcels to include physical and topographic features required by the County.
- Obtain as-built drawings and add the existing public water and sewer utilities in Guilford Road.
- Perform a limited topographic survey of the immediate area extending 50 feet beyond the proposed limits of work. The survey will include topography, first floor elevations, surface visible utilities, inverts of existing public sewer manholes on either side of the proposed tie in, and existing septic tank locations if surface visible and visible property monuments along Guilford Road.
- Process the survey and add the information to the base sheet to verify existing conditions.

Task 2 – Prepare Water & Sewer Connection Plans ..... \$15,500

- Prepare Plan and Profiles of the proposed sewer system and location of the water connection in accordance with Howard County New Water and Sewer Service (NWSS) and Advance Deposit Order (ADO) procedures.

- Prepare required construction details for the manholes, grinder pumps, and repairs to the public system.
- Prepare required construction and sediment control notes.
- Add required notes for removal and disposal of existing septic tanks.
- Prepare plan submittal package and submit to the Howard County Bureau of Utilities, (HCBU), for review.
- Respond to comments and revise & resubmit plans, as directed by HCBU, if necessary.

Task 3 – Prepare Legal Description & Plat for Private Utility Easement .....\$5,500

- Prepare Legal Description for a 20 feet Utility Easement, Exhibit A to the Private Water & Sewer Easement Agreement document provided by the client.
- Prepare Easement Plat for a 20 feet Utility Easement, Exhibit B to the Easement Agreement document provided by the client.
- Coordinate with HCBU and the client's attorney for reviews, submittals, and recordation by the attorney.

BayLand is prepared to initiate work immediately and complete all work within four months of the Notice to Proceed.

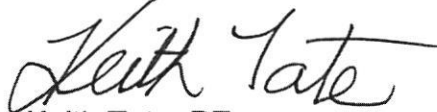
All work for this proposal is as described above and in accordance with Exhibit A, General Provisions, attached. The cost to perform the described work including all labor and materials is \$26,000.00. A \$4,000 retainer is required upon contract acceptance and prior to initiation of any work. Any application, permit or other fees are not included in the cost of the proposed work and are the responsibility of the Client.

This proposal is for the outlined work only. We would be happy to provide additional permitting, design, or construction management services, if required. A separate proposal will be provided at the time any such services may be requested.


If you have any questions regarding this proposal, please do not hesitate to call me or John Heinrichs, PE, Project Manager. If you should accept this proposal, please do so by signing the acceptance below and returning the original to BayLand with the retainer.

Thank you for considering BayLand for your engineering and surveying services.

Sincerely,



Keith Tate, PE  
President

Accepted:  \_\_\_\_\_ 03/29/2021  
Authorized Signature Date

Kenneth Santos  
Printed Name

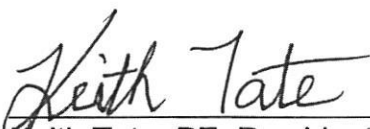
Enclosure: Exhibit A, General Provisions  
KT/JH/ks

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**Contract Amendment 1**

BayLand will provide technical and administrative support to address Howard County Bureau of Environmental Health Notice(s) of Violation issued to Santos Realty, LLC. This work will be performed on an as-needed basis with a budget not to exceed \$4,500. This work is separate and in addition to the Surveying & Engineering Services.


Accepted:

 \_\_\_\_\_ 4/1/2021 \_\_\_\_\_ 04/01/2021  
Keith Tate, PE, President Date Kenny Santos, President Date

### Contract Amendment 2

BayLand will provide technical and administrative support to address Howard County Department of Planning and Zoning requirements to apply for and pursue a waiver to allow necessary disturbance to make sewer connection to the 16-inch gravity sewer located at the rear of the properties. This work will be performed on an as-needed basis with a budget not to exceed \$6,000 and would include activities such as limited topographic survey, gravity sewer concept design, letter application and justification for disturbances, and coordination with and response to County reviewer comments. A wetland delineation has not been requested and therefore, is not included in this Amendment. This work is separate and in addition to the Surveying & Engineering Services base agreement and Contract Amendment 1.

Accepted:

  
\_\_\_\_\_  
Keith Tate, PE, President                      4/13/2021  
Date

  
\_\_\_\_\_  
Kenny Santos, President                      4/14/2021  
Date

**EXHIBIT A  
GENERAL PROVISIONS**

**BayLand Consultants & Designers, Inc.**

1) Acceptance Period

BayLand Consultants & Designers, Inc. hereby agrees that the proposal shall remain effective for a period of 30 days. Acceptance of the conditions stated herein after the end of that period shall be valid only upon the signed affirmation by BayLand Consultants & Designers, Inc.

2) Liability

It is understood that BayLand Consultants & Designers, Inc. has no liability arising from this agreement or the work involved, except insofar as it may be liable for its own acts or the acts of its regular employees. Liability of BayLand Consultants & Designers, Inc., if any, for back charges arising from construction conditions is wholly dependent upon notification to BayLand Consultants & Designers, Inc. no later than a time prior to corrective work that is reasonably sufficient to enable BayLand Consultants & Designers, Inc. to assess and monitor the corrective work. In no case shall the liability of BayLand Consultants & Designers, Inc. exceed the total amount of the engineering fees for the specific element of the project.

3) Time Guarantee

Although it is our policy to complete all planning, permitting, engineering and design services as promptly as possible, there is no guarantee expressed or implied as to when plans will be approved by the applicable governing agencies. We will support and justify the technical competence of our work with review agencies, however, extended evaluations beyond normal accepted practice to appease regulatory or other interested parties is not included in this proposal and would be billed at current normal hourly rates, if requested by the client. We will not be responsible for delays caused by moratoriums, county or public agency personnel or by the client.

4) Access

BayLand and its subcontractors will need to access the project area to collect data, take measurements, and perform other work and observations of various nature. We will attempt to contact you prior to our arrival, but your agreement with the proposal serves as our permission to access the project area by land or water, on foot or with light duty vehicles, vessels and equipment as needed.

5) Payment

Invoices shall be rendered when work described in the proposal is completed and/or monthly, at the end of each month, at the discretion of BayLand Consultants & Designers, Inc. Payment shall become due within thirty (30) days from the date of billing. If fees are not paid within thirty (30) days from the date of billing, BayLand Consultants & Designers, Inc. reserves the right to pursue all appropriate remedies, including stopping of work and retaining all data and drawings, without recourse. Invoices remaining unpaid for more than sixty (60) days will be subject to a service charge of 2 percent per month, a maximum rate of 24 percent per annum. The service charge shall apply until the unpaid amount is paid in full.

The account shall be paid to date prior to submittal of data, plans, applications, etc., to agencies or individuals. Unless specifically stated in the proposal, costs of applications, fees, advertisements, bonds, assurances, fines or other costs related to the project are not included in the proposal and will be borne by the client.

6) Notice to Stop Work

It is understood that once work is initiated in accordance with the terms of this agreement, only the client or its duly authorized agent has the authority to order the work stopped and only upon 10 days notice, in writing, to BayLand Consultants & Designers, Inc. The client hereby agrees to pay for all work done and expenses incurred up to and including the day the work is stopped in accordance with the written notice. After full payment, all drawings shall become the property of the client. Upon work stoppage or delay caused by the client, BayLand Consultants & Designers, Inc. reserves the right to re-negotiate the terms of the proposal. Failure to pay invoices on time may be considered a delay caused by the client.