



**Howard County
Health Department**

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

Bureau of Environmental Health
8930 Stanford Boulevard, Columbia, MD 21045
Main: 410-313-2640 | Fax: 410-313-2648
TDD 410-313-2323 | Toll Free 1-866-313-6300
www.hchealth.org
Facebook: www.facebook.com/hocohealth

RECEIPT DATE: 12/21/2023 **ONSITE SEWAGE DISPOSAL SYSTEM** P 557543

APPROVAL DATE: 8/21/2024 **PERMIT: BRF - REPAIR (I&A)** A Repair

PROPERTY ADDRESS: 2905 Evergreen Way

SUBDIVISION: Green Henge LOT: 5-A TAX ID: 03-292266

CONTRACTOR: Farm & Home EMAIL: farmandhomeex@verizon.net

CONTRACTOR ADDRESS: 901 Driver Road, Marriottsville 21104 PHONE: 410-984-0189

CONTRACTOR CERTIFIED FOR BAT INSTALLATION: MDE MANUFACTURER: Norweco

PROPERTY OWNER: Joshua Crist EMAIL: Jcrist3@gmail.com

OWNER ADDRESS: Same as above *(checked per Installer)* PHONE: 216-402-8033

BAT UNIT MODEL: TNPLP500/600 Fuji den PUMP SIZE: _____ PUMP TANK CAPACITY: 2000 (Infiltrator)

OPERATION & MAINTENANCE AGREEMENT DATE SIGNED: 7/7/2023 DATE RECORDED: 7/20/2023

DISTRIBUTION SYSTEM: GRAVITY DRIP DISPERSAL BEDROOMS: 4 APPLICATION RATE: n/a

TRENCHES:	LINEAR FEET REQUIRED: <u>n/a</u>	INLET DEPTH: _____
	TRENCH WIDTH: _____	MAXIMUM BOTTOM DEPTH: _____
	MINIMUM SPACE BETWEEN TRENCHES: _____	EFFECTIVE AREA BEGINNING DEPTH: _____
LOCATION:	SYSTEM TO BE STAKED BY DESIGNER AND VERIFIED BY APPROVING AUTHORITY DURING PRE-CONSTRUCTION INSPECTION.	
NOTES:	Install system per approved design plans. Existing system to be pumped and collapsed.	

ISSUED BY: Kevin M. Wolf, L.E.H.S. ISSUE DATE: 12/21/2023 EXPIRATION DATE: 12/21/2024

- NOTE: CONTRACTOR MUST SCHEDULE A PRE-CONSTRUCTION INSPECTION PRIOR TO BEGINNING ANY INSTALLATION
- NOTE: CONTRACTOR REGISTERED WITH THE STATE OF MD ON-SITE WASTEWATER PROFESSIONALS BOARD: CONFIRMED
- NOTE: CONTRACTOR MUST SCHEDULE AN INSPECTION AND GAIN APPROVAL OF ALL COMPONENTS PRIOR TO COVERING
- NOTE: STONE MUST BE APPROVED BY HEALTH DEPARTMENT AND GRAVEL TICKET MUST BE AVAILABLE FOR REVIEW.
- NOTE: WATERTIGHT SEPTIC TANKS REQUIRED
- NOTE: ALL PARTS OF SEPTIC SYSTEM SHALL BE AT LEAST 100 FEET DOWNGRADE FROM ANY WATER WELL
- NOTE: MANHOLE RISERS REQUIRED ON ALL SEPTIC TANKS AND PUMP CHAMBERS
- NOTE: AN ELECTRICAL PERMIT IS REQUIRED FOR INSTALLATION OF ANY ELECTRICAL COMPONENTS OF THE SYSTEM
 ELECTRICAL PERMIT ISSUED E 24000171
- NOTE: THE HCHD DOES NOT WARRANT ANY SYSTEM AND CANNOT GUARANTEE THE PERFORMANCE OF THIS SYSTEM AS DESIGNED. BY ACCEPTING THIS PERMIT, THE OWNER AND/OR APPLICANT ACKNOWLEDGE THAT THE SPECIFICATIONS DETAILED IN THIS DESIGN ARE ONE POSSIBLE OPTION AND THAT THE HCHD WILL REVIEW OTHER PROPOSALS. YOU HAVE THE OPTION TO SEEK THE ADVICE OF A QUALIFIED DESIGN CONSULTANT OR PROFESSIONAL ENGINEER FOR FURTHER GUIDANCE.
- NOTE: AN INDIVIDUAL CERTIFIED BY MDE AND THE MANUFACTURER FOR BAT INSTALLATION MUST BE PRESENT AT ALL TIMES DURING BAT INSTALLATION.
- NOTE: MDE RECOMMENDS SEPTIC TANKS, BAT, AND OTHER PRETREATMENT UNITS BE PUMPED AT A FREQUENCY ADEQUATE TO ENSURE THAT SOLIDS ARE NOT DISCHARGED TO THE DISPOSAL AREA

**NEITHER THE HOWARD COUNTY COUNCIL NOR THE HEALTH DEPARTMENT IS RESPONSIBLE FOR THE SUCCESSFUL OPERATION OF ANY SYSTEM.
PERMITTEE RESPONSIBLE FOR OBTAINING FINAL APPROVAL ON THIS PERMIT.
CALL 410-313-1771 TO SCHEDULE INSPECTIONS.**

7/31/2024 - Pictures from NOT TO SCALE
install to be provided by contractor

8/1/2024 Eleven of the partial drip lines have been installed and bedded with sand. Contractor not on site. OK to continue. Some of the line from 10 to the SDA has been backfilled. Spoil pile has been removed. Tree in the middle of the drip field has been cut down and its berry wren nest around. (MB/RR)

8/3/2024 Installer on site. Added 4 more drip lines. (MB/SP)

See as built on separate sheet.

8/5/2024 Contractor not on site. The dripline tubing spacing was observed to be greater than what was recommended by the designer. Some trees were over 2 feet. Confirmed with designer that this distance was OK. A total of 19 lines have been installed so far. (MB/SP)

8/6/2024 Contractor not on site. Two more rows of driplines added to the SDA. (MB/SP)

8/7/2024 Contractor not on site. Total of 23 driplines installed.

8/19/2024 Contractor on site. Fuji tank and pump tank installed. Contractor working on installing the electrical lines to the HCU. Measurements taken of pump and septic tanks, and of the piping going from these units and the HCU. Also inspected the drainfield area. 24 drip lines have been installed and are connected to the FM. Contractor plans on pumping water through each system (total of 6) before testing the pump. Contractor stated that the wire wicks will not be installed due to their tendency to cause tearing of the rubber drip loop connection. FM pressure rated pipe OK. (MB/SP)

8/20/2024 - Contractor ordered: pump tank steered @ overdig. Hydraulic control unit installed per spec. flow rate loops installed. Connections to manifold made. (SP/MB)

ROAD NAME

8/21/2024 - Received startup from manufacturer. (SP)

N/A!

TRENCH/DRAINFIELD DATA

WIDTH	INLET	BOTTOM
_____	_____	_____
NUMBER OF TRENCHES	_____	_____
TOTAL LENGTH	_____	_____
ABSORPTION AREA	_____	_____
DISTRIBUTION BOX LEVEL	_____	_____
DISTRIBUTION BOX BAFFLE	_____	_____
DISTRIBUTION BOX PORT	_____	_____

SEPTIC TANK DATA

SEPTIC TANK 1 LEVEL	yes
MANUFACTURER	Fuji Clean
CAPACITY	600 GAL
SEAM LOC	_____
TANK LID DEPTH	1.5'
BAFFLES	6" front
BAFFLE FILTER	_____
MANHOLE LOC	Front, Middle, Back
6" PORT LOC	_____
WATERTIGHT TEST	_____
SLOTTED	_____
DATE ON LID	_____

PUMP/SEPTIC TANK LEVEL

SEPTIC TANK LEVEL	yes
MANUFACTURER	Infiltrator
CAPACITY	2000 GAL
SEAM LOC	_____
TANK LID DEPTH	2'
BAFFLES	_____
BAFFLE FILTER	_____
MANHOLE LOC	front & back
6" PORT LOC	_____
WATERTIGHT TEST	_____
SLOTTED	_____
DATE ON LID	_____

SEPTIC CONTRACTOR ONSITE INSTALLING SYTEM: (Bill) Ingerin
SEPTIC CONTRACTOR ONSITE LICENSED WITH THE STATE OF MD: YES/NO

PRE-CONSTRUCTION NOTES:

5/22/2024 On site w/ installer, RPE, Duncas Jones, Designer and owner.

CONTROL PANEL DATA

CONTROL PANEL HEIGHT	> 30"
(MIN 30")	
INSPECTION DATE	8/20/2024
INSPECTION: PASS/FAIL (CIRCLE ONE)	PASS

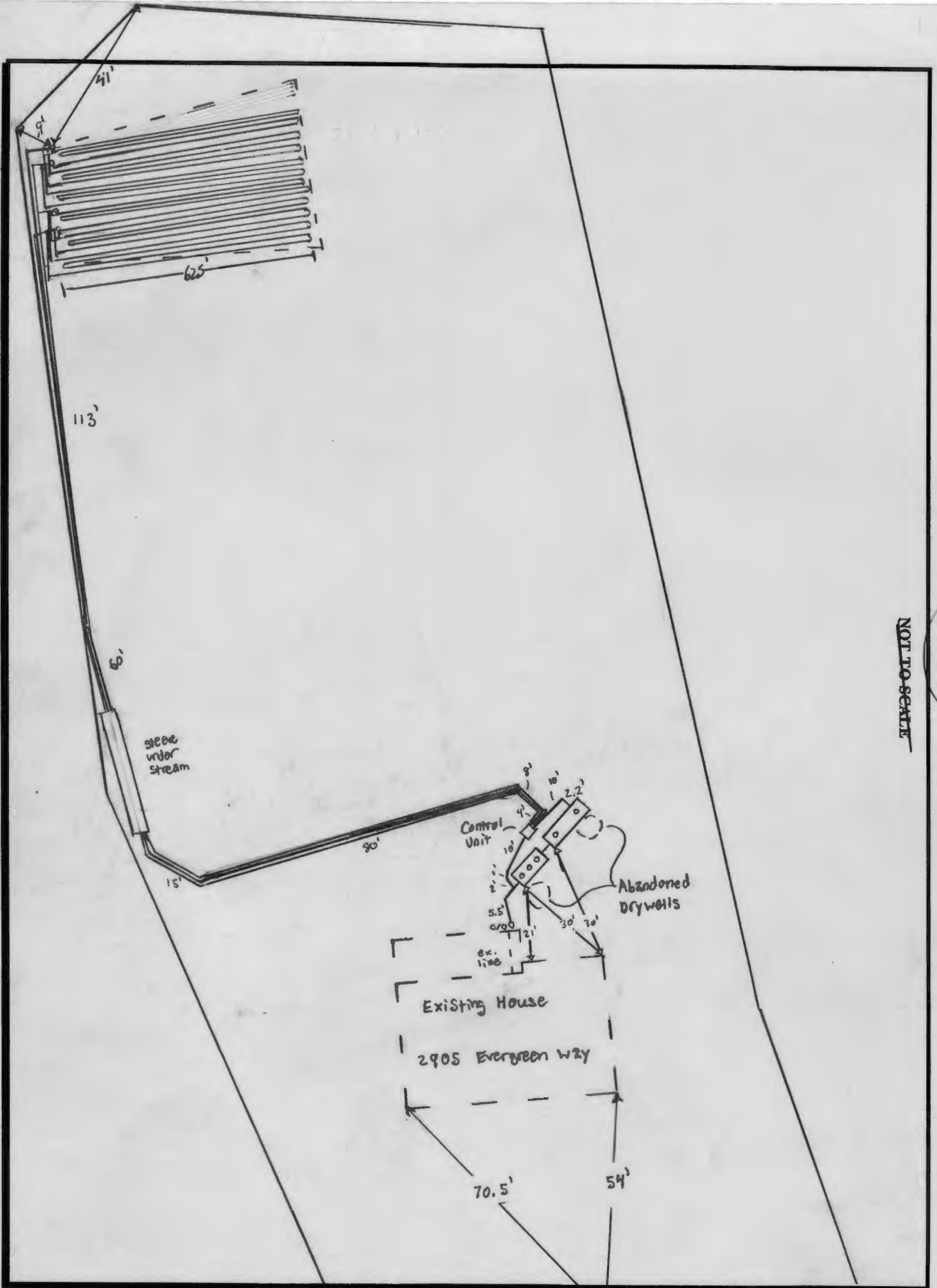
INSTALLATION NOTES:

6/28/2024 Installer moved equipment on site. Shovel dig under stream bed, perched, released area beyond stream towards drip field. OK to continue. (MB/RR)

7/31/2024 Installer on site. Installer stated that the back line from the tanks to the field has been completed prior to inspection. All three, one inch pressure rated (450 PSI) lines going to drain field have been installed. Contractor stated that the line has been sleeved under the creek and has been backfilled about a month ago due to environmental conditions. Contractor continuing to work on trench to

FINAL INSPECTOR S. Price DATE OF APPROVAL 8/21/2024

drip field. Small spoil pile on SDA. Will be cleared prior to work done in SDA. Installer has a small Dingo/Bobcat machine on site that will not disturb drainfield due to how light it is. Tanks not yet installed. RA/MB



NOT TO SCALE

1" ≈ 30'

Bay Area Environmental
4213 Madonna Rd
Jarrettsville, MD 20184
410-836-9206

DRIP DISPOSAL CERTIFICATION STATEMENT

To: Howard Co. Health Dept
Maryland Department of Environment

August 21, 2024

Re: 2905 Evergreen Way – Ellicott City

Installer: Farm and Home Excavating

I hereby certify that the onsite sewage disposal system has been installed and completed in accordance with the design. This certification pertains to the following:

1. The proper PercRite components were used as specified in the design
2. The components were installed and functioning properly in accordance with the design

The declaration is based on the best information available provided by the contractor affirming that the system has been installed and completed in accordance with the provisions outlined in the permit, design and field observations/inspections made prior to, during and/or after installation of the system. It is assumed that the contractor has passed all inspections by the local Health Department, MDE and other required approving authorities during installation. It should be noted that the installation of the system was not monitored and therefore, the bulk of the responsibility for the proper installation of the system must fall on the installer.

Startup date 8-21-24

Dose rate: Zone 1 = 3.8gpm Zone 2 = 3.9gpm

Gallons per dose: Zone 1 = 29.83gpd Zone 2 = 31.38gpd

Dose run time: Zone 1 = 6:45min Zone 2 = 6:45min

Standard rest time = 2hrs

Peak rest time = 1hr 12min

Flush rate: Zone 1 = 10.8gpm Zone 2 = 10.7gpm

Final meter reading = 370.75 gallons

Peak flow = 600gpd Average flow = 360gpd

Dwayne C Jones
Bay Area Environmental

Picture taken 8/22/24
MB







**AGREEMENT FOR THE
INSTALLATION OF AN INNOVATIVE
ON-SITE SEWAGE DISPOSAL SYSTEM**

BOOK 22123 PAGE: 118

THIS AGREEMENT is made this 28 day of June 2023, among

Joshua Crist, hereinafter referred to as "Owner", the
Howard County Health Department hereinafter collectively referred to as the "County", and the
Department of the Environment, hereinafter referred to as the "Department".

WHEREAS, Owner owns a tract of land located on 2905 Evergreen Way in the 3rd Election
District of Howard County, Maryland, and the deed to same is recorded among the Land Records of
Howard County, Maryland, in Liber 16544 and Folio 00408.

WHEREAS, Owner's land is unsuitable for the installation of a conventional on-site sewage
disposal system and owner has requested the Department's approval to install an innovative system of
sewage disposal.

NOW, THEREFORE, the parties hereto agree as follows:

- A. The property is currently improved with a 4 bedroom single family residence served by a private well and an on-site sewage disposal system.
- B. The Owners agree that the County will approve no future additions, expansions of use for, or changes of use for any building on the property that may involve increased flow to the on-site sewage disposal system.
- C. Owner must install and maintain a water meter on the incoming side of the water system or an event counter and an elapsed time meter on the sewage pumping system.
- D. Owner hereby grants to the Department and the County the right to enter upon the property at any reasonable time for access to the system to make periodic inspections and the Owner agrees to provide any information and data requested and needed by the Department to develop accurate and thorough test results.

LR - Agreement
Recording Fee 20.00
Name: crist
Ref: 2
LR - Agreement
Surcharge 40.00
S Total: 60.00
T 01: 120.00
09/20/2023 09:15 CC13-TEC
#7571856 CC0503 -
Howard Co E11c011
City/CO05.03.08 -
Register 08

BOOK: 22123 PAGE: 11

E. Owner acknowledges and agrees that the proposed innovative system is non conventional and that his or her participation is voluntary. Owner agrees that there shall be no liability on the part of the County or Department to Owner if this innovative system fails, and that the County and the Department do not warrant or guarantee that the system will adequately or properly function.

F. Owner acknowledges and agrees that neither the County nor the Department nor any of its agents or employees, either officially or individually, underwrites the operation of any system approved by them.

G. The Owner will devote such care and effort to the maintenance of the system so that a system malfunction is not the result of poor maintenance, faulty operation, or neglect.

H. The Owner agrees, that, should the system be determined by the County or the Department to pose a threat to the public health, safety or comfort, the County or the Department may order any necessary changes or corrections and the Owner agrees to pay for all such changes or corrections. System modifications may include requirements for holding of sewage waste in tanks and regular pumping from the holding tanks. Upon the County or Department's request, the Owner agrees to enter into a contract acceptable to the County or Department to allow a private entity to pump on a regularly scheduled basis an approved holding tank system.

I. The Owner agrees to contact both the Water and Science Administration, On-site systems division of the Wastewater Permits Program and the County at least forty-eight (48) hours prior to system installation, so that the Department may lay out the system in the field with the contractor. The Owner must install this system according to the plans and specifications approved by the County and Department and any changes required by the County and Department as a result of the field layout. If installation deviates substantially from the approved plans or changes such that experimental data will be compromised or reduced, the Owner agrees to pay for all necessary corrections.

J. This agreement shall run with the land and binds the Owner, his heirs, successors, and assigns. Owner further agrees that he shall inform in writing any purchaser or lessee of the property that the

system requires maintenance and other attention. The Owner agrees to record this agreement in the land records of Howard County.

BOOK: 22123 PAGE: 128

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


L. This agreement may be voided at the discretion of the Department if the system construction is not completed within twenty four (24) months of the effective date of this agreement.

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

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

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


DATE: 8/10/23

 Joshua Crist
Owner

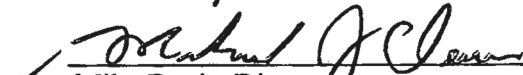
DATE: 8/10/23

 Lindsey Crist
Owner

DATE: 08/28/2023

 Naomi Howell, Division Chief
On-Site Systems Division
Wastewater Pollution and Prevention Program
Water and Science Administration
Department of the Environment

DATE: 7/7/2023

 Mike Davis, Director
Environmental Health
Howard County Health Department

FILE INQUIRY NOTES

DATE	RESULTS OF REVIEW FOR FILE
10/19/2022	<p>Onsite w/ Steve K. Auger holes dry clean to pre-dredged id. structure found in upper 2' A, B horizons. C horizons ($\approx 20''-28''$) stand signs of redox, low chlora. Hatched site, own project as well. Best option would be a dip system in the upper corner of the back property. Issue will be tank install and storm capacity. Will need to change 1st recommendation for MDE. May be an option to submit well in back and put septic in front. Will research... (KW)</p>
10/28/22	<p>Told Steve K. Option to put septic in front will not work due to neighbor specific well location. Proceed w/ recommendations from MDE. (KW)</p>
11/8/2022	<p>Email sent to homeowner (KW) * owner retained Adam Browning to prepare design (KW)</p>
1/23/2023	<p>Design plan rec'd. from Penns Drill Em. Looks OK to move forward. Proceeding for Stream Crossing Permits from MDE prior to plan approval. (KW)</p>
6/8/2023	<p>Rec'd confirmation from MDE on stream crossing permit approval. Design plan approved from WTC and MDE. OIR agreement to follow (KW)</p>

FILE INQUIRY NOTES

- 2905 Evergreen Way -

DATE	RESULTS OF REVIEW FOR FILE
8/10/22	<p>met w/ Hatfield's + owner @ property.</p> <p>Walked site, located septic, ~ 50' to stream, D.W. well, approx 24,000 gallons taken out weeks prior (Hatfield's confirmed pump out). No cree on side of stream close to house. Walked area opposite side of stream up hill to back of property. A lot of trees. Need property lines staked, miss utility <u>before</u> scheduled perc test. Tentative date set for 9/1/2022. (KW)</p>
9/15/22	<p>Initial site eval / perc test was performed. Found no evaluation and perc tests, no conventional system could be given. Explored plan to homeowner and that MDE will be contacted for a non-conventional evaluation. more to follow -> MDE contacted for available dates. (KW)</p>
2/2023	<p>Plan's revised from Adam Bounsey (Perris Trail).</p> <p>Initial review of the plan looks good. drip dispersal w/ "ground sums" tanks. Force main running under stream proposed as "stream crossing". Spoke w/ both MDE and Adam. We will wait for approval from MDE water way's division before HD approval. (KW)</p>



HOWARD COUNTY HEALTH DEPARTMENT

75743

DATE 12/21/23

Received From

Farrar and Home PHONE # 410-442-2139
Excavating Inc.

For

Improvements/Alternative
Septic Permit/ 2905 E Washington

- CASH
- CHECK

NO 19855

Seven hundred fifty Dollars

\$ 750.00

Received By

King

RECEIPT

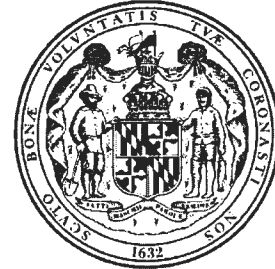
Howard County, MD
HOWARD COUNTY HEALTH DEPARTMENT
ASCEND ONE BUILDING
Columbia, MD 21045
8930 STANFORD BLVD

Application: WS-SP-APP-23-00254
Application Type: EnvHealth/Well and Septic/Sewage Disposal System/Application
Address: 2905 Evergreen WAY,

Receipt No.	8601					
Payment Method	Ref Number	Amount Paid	Payment Date	Cashier ID	Received	Comments
Check	19855	\$750.00	12/26/2023	JUKING		Receipt # 75743

Work Description: Innovative/ Alternative 2905 Evergreen Way

STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION
WETLANDS AND WATERWAYS PROTECTION PROGRAM
AUTHORIZATION TO PROCEED



AUTHORIZATION NUMBER: 23-NT-3090/202360665

EFFECTIVE DATE: June 5, 2023

EXPIRATION DATE: June 5, 2028

AUTHORIZED PERSON: Joshua Crist
2905 Evergreen Way
Ellicott City, Maryland 21042

IN ACCORDANCE WITH ENVIRONMENT ARTICLE §5-503(a) AND §5-906(b), ANNOTATED CODE OF MARYLAND, COMAR 26.17.04 AND 26.23.01, AND 26.08.02 AND THE ATTACHED CONDITIONS OF AUTHORIZATIONS, **Joshua Crist** (AUTHORIZED PERSON"), IS HEREBY AUTHORIZED BY THE WATER AND SCIENCE ADMINISTRATION ("ADMINISTRATION") TO CONDUCT A REGULATED ACTIVITY IN A NONTIDAL WETLAND, BUFFER, OR EXPANDED BUFFER, AND/OR TO CHANGE THE COURSE, CURRENT OR CROSS-SECTION OF WATERS OF THE STATE, IN ACCORDANCE WITH THE ATTACHED PLANS APPROVED BY THE ADMINISTRATION ON **June 5, 2023** ("APPROVED PLAN") AND PREPARED BY **Acorn Environmental, Inc.** AND INCORPORATED HEREIN, AS DESCRIBED BELOW:

Installation of a single-family sewer line for a septic system repair. The project will temporarily impact 3 linear feet (30 square feet) of the stream channel. The project is located at 2905 Evergreen Way, Ellicott City, in Howard County.

MD Grid Coordinates: 180255 x 406098

A handwritten signature in cursive script that reads "Heather L. Nelson".

Heather L. Nelson
Program Manager
Wetlands and Waterways Protection Program

Attachments: Conditions of Authorization
Approved Plans

cc: MDE Compliance Program Howard County w/file

1. **Validity:** Authorization is valid only for use by Authorized Person. Authorization may be transferred only with prior written approval of the Administration. In the event of transfer, transferee agrees to comply with all terms and conditions of Authorization.
2. **Initiation of Work, Modifications and Extension of Term:** Authorized Person shall initiate authorized activities in waterways, including streams and the 100-year floodplain, within two (2) years of the Effective Date of this Authorization or the Authorization shall expire. [Annotated Code of Maryland, Environment Article 5-510(a)-(b) and Code of Maryland Regulations 26.17.04.12]. Authorized Person may submit written requests to the Administration for (a) extension of the period for initiation of work, (b) modification of Authorization, including the Approved Plan, or, (c) not later than 45 days prior to Expiration Date, an extension of term. Requests for modification shall be in accordance with applicable regulations and shall state reasons for changes, and shall indicate the impacts on nontidal wetlands, streams, and the floodplain, as applicable. The Administration may grant a request at its sole discretion. (Annotated Code of Maryland, Environment Article 5-510(c), and Code of Maryland Regulations 26.17.04.12, and Annotated Code of Maryland, Environment Article 5-907 and Code of Maryland Regulations 26.23.02.07).
3. **Responsibility and Compliance:** Authorized Person is fully responsible for all work performed and activities authorized by this Authorization shall be performed in compliance with this Authorization and Approved Plan. Authorized Person agrees that a copy of the Authorization and Approved Plan shall be kept at the construction site and provided to its employees, agents and contractors. A person (including Authorized Person, its employees, agents or contractors) who violates or fails to comply with the terms and conditions of this Authorization, Approved Plan or an administrative order may be subject to penalties in accordance with §5-514 and §5-911, Department of the Environment Article, Annotated Code of Maryland (2007 Replacement Volume).
4. **Failure to Comply:** If Authorized Person, its employees, agents or contractors fail to comply with this Authorization or Approved Plan, the Administration may, in its discretion, issue an administrative order requiring Authorized Person, its employees, agents and contractors to cease and desist any activities which violate this Authorization, or the Administration may take any other enforcement action available to it by law, including filing civil or criminal charges.
5. **Suspension or Revocation:** Authorization may be suspended or revoked by the Administration, after notice of opportunity for a hearing, if Authorized Person: (a) submits false or inaccurate information in Permit application or subsequently required submittals; (b) deviates from the Approved Plan, specifications, terms and conditions; (c) violates, or is about to violate terms and conditions of this Authorization; (d) violates, or is about to violate, any regulation promulgated pursuant to Title 5, Department of the Environment Article, Annotated Code of Maryland as amended; (e) fails to allow authorized representatives of the Administration to enter the site of authorized activities at any reasonable time to conduct inspections and evaluations; (f) fails to comply with the requirements of an administrative action or order issued by the Administration; or (g) does not have vested rights under this Authorization and new information, changes in site conditions, or amended regulatory requirements necessitate revocation or suspension.
6. **Other Approvals:** Authorization does not authorize any injury to private property, any invasion of rights, or any infringement of federal, State or local laws or regulations, nor does it obviate the need to obtain required authorizations or approvals from other State, federal or local agencies as required by law.
7. **Site Access:** Authorized Person shall allow authorized representatives of the Administration access to the site of authorized activities during normal business hours to conduct inspections and evaluations necessary to assure compliance with this Authorization. Authorized Person shall provide necessary assistance to effectively and safely conduct such inspections and evaluations.
8. **Inspection Notification:** Authorized Person shall notify the Administration's Compliance Program at least five (5) days before starting authorized activities and five (5) days after completion. For Allegany, Garrett, and Washington Counties, Authorized Person shall call 301-689-1480. For Carroll, Frederick, Howard, Montgomery and Prince George's Counties, Authorized Person shall call 301-665-2850. For Baltimore City, Anne Arundel, Baltimore, Calvert, Charles, Harford and St. Mary's Counties, Authorized Person shall call 410-537-3510. For Caroline, Cecil, Dorchester, Kent, Queen Anne's, Somerset, Talbot, Wicomico and Worcester Counties, Authorized Person shall call 410-901-4020. If Authorization is for a project that is part of a mining site, please contact the Land and Materials Administration's Mining Program at 410-537-3557 at least five (5) days before starting authorized activities and five (5) days after completion.
9. **Sediment Control:** Authorized Person shall obtain approval from the **Howard** County Soil Conservation District for a grading and sediment control plan specifying soil erosion control measures. The approved grading and sediment control plan shall be included in the Approved Plan, and shall be available at the construction site.
10. **Best Management Practices During Construction:** Authorized Person, its employees, agents and contractors shall conduct authorized activities in a manner consistent with the Best Management Practices specified by the Administration.
11. **Disposal of Excess:** Unless otherwise shown on the Approved Plan, all excess fill, spoil material, debris, and construction material shall be disposed of outside of nontidal wetlands, nontidal wetlands buffers, and the 100-year floodplain, and in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands.
12. **Temporary Staging Areas:** Temporary construction trailers or structures, staging areas and stockpiles shall not be located within nontidal wetlands, nontidal wetlands buffers, or the 100-year floodplain unless specifically included on the Approved Plan.

13. **Temporary Stream Access Crossings:** Temporary stream access crossings shall not be constructed or utilized unless shown on the Approved Plan. If temporary stream access crossings are determined necessary prior to initiation of work or at any time during construction, Authorized Person, its employees, agents or contractors shall submit a written request to the Administration and secure the necessary permits or approvals for such crossings before installation of the crossings. Temporary stream access crossings shall be removed and the disturbance stabilized prior to completion of authorized activity or within one (1) year of installation.
14. **Discharge:** Runoff or accumulated water containing sediment or other suspended materials shall not be discharged into waters of the State unless treated by an approved sediment control device or structure.
15. **Instream Construction Prohibition:** To protect important aquatic species, motor driven construction equipment shall not be allowed within stream channels unless on authorized ford crossings. Activities within stream channels are prohibited as determined by the classification of the stream (COMAR 26.08.02.08): **Trib to Middle Patuxent River** is a Use **IV-P** waterway; in-stream work may not be conducted from **March 1** through **May 31**, inclusive, of any year.
16. **Instream Blasting:** Authorized Person shall obtain prior written approval from the Administration before blasting or using explosives in the stream channel.
17. **Minimum Disturbance:** Any disturbance of stream banks, channel bottom, wetlands, and wetlands buffer authorized by this Authorization or Approved Plan shall be the minimum necessary to conduct permitted activities. All disturbed areas shall be stabilized vegetatively no later than seven (7) days after construction is completed or in accordance with the approved grading or sediment and erosion control plan.
18. **Restoration of Construction Site:** Authorized Person shall restore the construction site upon completion of authorized activities. Undercutting, meandering or degradation of the stream banks or channel bottom, any deposition of sediment or other materials, and any alteration of wetland vegetation, soils, or hydrology, resulting directly or indirectly from construction or authorized activities, shall be corrected by Authorized Person as directed by the Administration.

FEDERALLY MANDATED STATE AUTHORIZATIONS

The State of Maryland issued a Water Quality Certification to the U.S. Army Corps of Engineers for projects receiving federal authorization under the Maryland State Programmatic General Permit, Regional General Permit for Chesapeake Bay Total Maximum Daily Load (TMDL) Activities and non-suspended Nationwide Permits. In addition, as applicable, this Authorization constitutes the State's concurrence with the Applicant's certification that the activities authorized herein are consistent with the Maryland Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act of 1972, as amended. Activities in the following counties are not subject to the Maryland Coastal Zone Management requirement: Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington.

U.S. ARMY CORPS OF ENGINEERS AUTHORIZATION

The U.S. Army Corps of Engineers has reviewed this activity and:

- X Granted authorization under the Maryland State Programmatic General Permit (MDSPGP-6), as a Category A-c(1) activity. The terms and conditions of the MDSPGP-6 as outlined in the documents found on the Maryland Department of the Environment's website, https://mde.maryland.gov/programs/Water/WetlandsandWaterways/Pages/MDSPGP6_conditions.aspx, should be followed when performing the authorized work, or
- Will issue a Category B authorization or Individual Permit directly to the Authorized Person

**BEST MANAGEMENT PRACTICES FOR WORKING IN
NONTIDAL WETLANDS, WETLAND BUFFERS,
WATERWAYS AND 100-YEAR FLOODPLAINS**

- 1) No excess fill, construction material, or debris shall be stockpiled or stored in nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- 2) Place materials in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- 3) Do not use the excavated material as backfill if it contains waste metal products, unsightly debris, toxic material, or any other deleterious substance. If additional backfill is required, use clean material free of waste metal products, unsightly debris, toxic material, or any other deleterious substance.
- 4) Place heavy equipment on mats or suitably operate the equipment to prevent damage to nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- 5) Repair and maintain any serviceable structure or fill so there is no permanent loss of nontidal wetlands, nontidal wetland buffers, or waterways, or permanent modification of the 100-year floodplain in excess of that lost under the originally authorized structure or fill.
- 6) Rectify any nontidal wetlands, wetland buffers, waterways, or 100-year floodplain temporarily impacted by any construction.
- 7) All stabilization in the nontidal wetland and nontidal wetland buffer shall consist of the following species: Annual Ryegrass (*Lolium multiflorum*), Millet (*Setaria italica*), Barley (*Hordeum* sp.), Oats (*Uniola* sp.), and/or Rye (*Secale cereale*). These species will allow for the stabilization of the site while also allowing for the voluntary revegetation of natural wetland species. Other non-persistent vegetation may be acceptable, but must be approved by the Nontidal Wetlands and Waterways Division. **Kentucky 31 fescue shall not be utilized in wetland or buffer areas.** The area should be seeded and mulched to reduce erosion after construction activities have been completed.
- 8) After installation has been completed, make post-construction grades and elevations the same as the original grades and elevations in temporarily impacted areas.
- 9) To protect aquatic species, in-stream work is prohibited as determined by the classification of the stream:
 - Use I waters: In-stream work shall not be conducted during the period March 1 through June 15, inclusive, during any year.
 - Use III waters: In-stream work shall not be conducted during the period October 1 through April 30, inclusive, during any year.
 - Use IV waters: In-stream work shall not be conducted during the period March 1 through May 31, inclusive, during any year.
- 10) Stormwater runoff from impervious surfaces shall be controlled to prevent the washing of debris into the waterway.
- 11) Culverts shall be constructed and any riprap placed so as not to obstruct the movement of aquatic species, unless the purpose of the activity is to impound water.



23-nt-3090 atp joshua crist_ho_dc

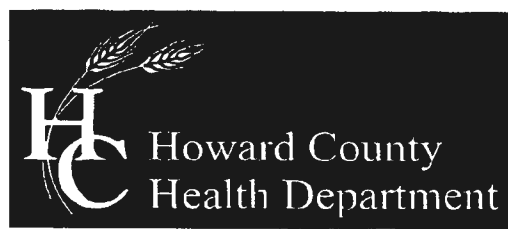
Final Audit Report

2023-06-02

Created:	2023-06-02
By:	Debra Correia (debra.correia@maryland.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYxcmj0Uh5JOTeXuvdAJY4hFfSSV93qj

"23-nt-3090 atp joshua crist_ho_dc" History

-  Document created by Debra Correia (debra.correia@maryland.gov)
2023-06-02 - 1:06:07 PM GMT- IP address: 201.238.126.98
-  Document emailed to wwppepermits.mde@maryland.gov for signature
2023-06-02 - 1:06:48 PM GMT
-  Email viewed by wwppepermits.mde@maryland.gov
2023-06-02 - 3:50:40 PM GMT- IP address: 137.103.80.147
-  Signer wwppepermits.mde@maryland.gov entered name at signing as Heather L. Nelson
2023-06-02 - 3:50:53 PM GMT- IP address: 137.103.80.147
-  Document e-signed by Heather L. Nelson (wwppepermits.mde@maryland.gov)
Signature Date: 2023-06-02 - 3:50:55 PM GMT - Time Source: server- IP address: 137.103.80.147
-  Agreement completed.
2023-06-02 - 3:50:55 PM GMT



Bureau of Environmental Health
8930 Stanford Boulevard, Columbia, MD 21045
Main: 410-313-2640 | Fax: 410-313-2648
TDD 410-313-2323 | Toll Free 1-866-313-6300
www.hchealth.org
Facebook: www.facebook.com/hocohealth
Twitter: HowardCoHealthDep

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

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

THIS AGREEMENT is made this 10th day of August, among Joshua Crist, hereinafter referred to as "Owner," the Howard County Health Department hereinafter collectively referred to as the "County," and the Department of the Environment, hereinafter referred to as the "Department."

WHEREAS, Owner owns a tract of land located on 2905 Evergreen Way, in the Election District of Howard County, Maryland, and the deed to same is recorded among the Land Records of Howard County, Maryland, in Columbia and in Liber 16544 Folio 00408

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

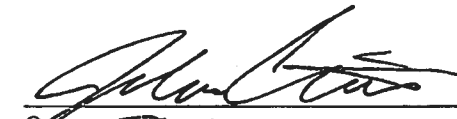
- A. Owner hereby grants to the Department and the County the right to enter upon the property at any reasonable time for access to the system to make periodic inspections and the Owner agrees to provide any information and data requested and needed by the Department to develop accurate and thorough test results.
B. Owner acknowledges and agrees that a MDE certified and manufacturer-approved installer will install the BAT system.
C. Owner acknowledges and agrees the manufacturer or manufacturer's authorized service provider will provide for Operation and Maintenance of the BAT for a period of 2 years as a condition of sale of the BAT. After the initial 2 year period, the owner will provide for annual maintenance by a certified service provider in perpetuity.
D. Owner acknowledges and agrees that the manufacturer appointed Operation and Maintenance provider will have access to the BAT system at all times.
E. Owner acknowledges and agrees that the manufacturer or manufacturer's authorized service provider will have access to sample the effluent of the BAT system. Owner acknowledges and agrees that the proposed installation of a BAT system funded by the BRF is voluntary. Owner agrees that there shall be no liability on the part of the County or Department to Owner if this BAT system fails, and that the County and the Department do not warrant or guarantee that the BAT system will adequately or properly function.
F. Owner acknowledges and agrees that neither the County nor the Department or any of its agents or employees, either officially or individually, underwrites the operation of any system

LR - Agreement 42.00
Recording Fee 20.00
Name: crist
Ref: 1
LR - Agreement 60.00
Sub Fee 120.00
Total 220.00
9/22/23 09:15
CC13-Tec
175 B5 CC0503 -
Howard Co E111cott
2023-08-08

- approved by them.
- G. The Owner will devote such care and effort to the maintenance of the BAT system so that any malfunction is not the result of poor maintenance, faulty operation, or neglect.
- H. The Canaan Valley Institute agrees to grant up to \$11,563.50 toward the cost of installation of (50%) the BAT system, and financial responsibility is limited to this amount. Operating costs will be at the Owners expense.
- I. The Owner acknowledges that the BRF grant can only be used for that portion of the OSDS attributable to (BAT) for the removal of nitrogen.
- J. Owner acknowledges in the event the total project cost is greater than \$25,000 the proposal will have to be approved by the Maryland State Board of Public Works.
- K. The Owner agrees to contact both the Water Management Administration, On-Site Systems Division of the Wastewater Permits Program and the County at least forty-eight (48) hours prior to system installation, so that the Department has the opportunity to be present at the time of installation or thereafter for inspection.
- L. The Owner must install BAT system according to the manufacturer recommended plans and specifications approved by the Department.
- M. The Owner agrees and acknowledges that if installation deviates substantially from the approved plans or changes such that performance of the system is compromised or reduced, BRF funding will not be provided.
- N. This agreement shall run with the land and binds the Owner, his heirs, successors, assigns. Owner further agrees that he shall inform in writing any purchaser or lessee of the property that the system may require maintenance or other attention. The Owner agrees to record this agreement in the land records of Howard County.
- O. This agreement shall not be construed to limit any authority of the Department to protect the public health, safety or comfort or to issue any other orders to take any other action that is now or may hereafter be within its authority.
- P. This agreement may be voided at the discretion of the Department if the system construction is not completed within six (6) months of the effective date of this agreement.
- Q. This agreement contains the entire agreement and understanding between the County and the Owner and the Department. There are no additional terms other than as contained in this agreement. This agreement may not be modified except in writing signed by each of the parties or by their authorized representatives.
- R. The laws of the State of Maryland govern the provisions of all transactions pursuant to this agreement.

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


DATE: 8/10/23


 Owner Joshua Crist

DATE: 8/10/23


 Howard County Health Department

8/10/23


Lindsey Crist



CANAAN VALLEY INSTITUTE

6/9/23

Joshua Crist
2905 Evergreen Way
Ellicott City, MD 21042

RE: FY 2023 Howard County Bay Restoration Fund OSDS Upgrade Program

Dear Mr. Crist:

Thank you for your application to participate in the Howard County Bay Restoration Fund OSDS Upgrade Program. The Howard County Health Department has verified that your existing septic system is failing and in need of repair. Based on your 2022 income taxes, you are eligible to receive funding to cover **50%** of the cost to upgrade your system to one of the MDE approved best available technology units listed below. The approved price of upto \$11,563.50 *only* includes the cost of the unit, installation of the unit, and 2 years of operation and maintenance. The price does not include the cost of permits, drainfields, sand mounds, etc.

<u>System</u>	<u>Vendor</u>	<u>Contact</u>	<u>Phone</u>
Aquaklear	BayStar Precast	Dave Care	410-977-3453
Advantex	Atlantic Solutions	Bob Johnson	877-814-8426
BioMicrobics	Dwayne C. Jones	Dwayne C. Jones	410-692-6900
Fuji Clean	Dwayne C. Jones	Dwayne C. Jones	410-692-6900
Hoot	Mayer Bros.	Nancy Mayer	410-796-1434
Hydroaction	Sample Excavating	Mike Sample	443-807-8639
Norweco	Back River Precast	Matt Geckle	410-833-3394
Septitech	Dwayne C. Jones	Dwayne C. Jones	410-692-6900

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

1. **Sign this letter** on the bottom of page 2 **and return it** to the email or address below within **2 weeks of the date of this letter.**
2. File a septic repair permit application with the Howard County Health Department **within 2 weeks of the date of this letter.**
3. Obtain the Agreement and Easement for Installation of Best Available Technology Systems with Bay Restoration Funds from the Howard County Health Department, have it signed by a Howard County Health Department Bureau Director or Designee, then take it to the Circuit Court and have it recorded in Land Records **within 2 weeks of the date of this letter.**
4. Prepare your property and schedule installation of the system. The system must be installed **within 6 weeks of the date the Agreement and Easement is recorded.**

If assistance is needed in completing any of the steps listed above, you may contact me at megan.lehew@canaanvi.org.

10624 Appalachian Highway | Davis, WV 26260
www.canaanvi.org

The system vendor may provide a contractor to install your BAT unit. CVI will provide payment directly to the vendor. The vendor may also require proof of insurance from your contractor.

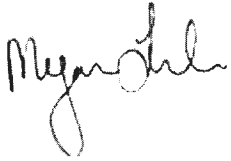
If your system is not installed within the 8 week timeframe listed in the steps on page 1, the funds may be released and used elsewhere. If you cannot complete installation in within this timeframe, please contact me to request an extension. Please note that failure to request an extension may result in termination of your grant and your system must be installed no later than June 27, 2023 in order to retain your funding.

For more information on septic repair permitting, contact:

Jeff Williams
Program Supervisor, Well and Septic
410-313-1771

Please sign and return this original letter and keep a copy for your records. If you have any questions, please contact me at 304-704-3340 or by email at megan.lehew@canaanvi.org.

Sincerely,



Megan Lehew, Grants & Finance Administrator

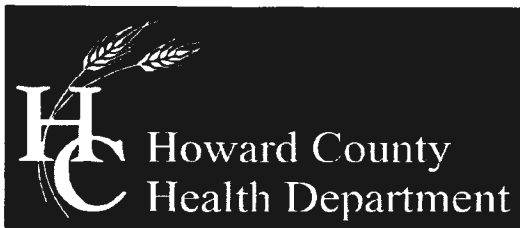
I have read and agree to the conditions of this Agreement Letter.

Accepted by: Joshua Crist, Property Owner

Signature

Date

10624 Appalachian Highway | Davis, WV 26260
www.canaanvi.org



Bureau of Environmental Health

8930 Stanford Boulevard, Columbia, MD 21045

Main: 410-313-2640 | Fax: 410-313-2648

TDD 410-313-2323 | Toll Free 1-866-313-6300

www.hchealth.org

Facebook: www.facebook.com/hocohealth

Twitter: HowardCoHealthDep

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

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

THIS AGREEMENT is made this 10th day of August, among Joshua Crist, hereinafter referred to as "Owner," the Howard County Health Department hereinafter collectively referred to as the "County," and the Department of the Environment, hereinafter referred to as the "Department."

WHEREAS, Owner owns a tract of land located on 2905 Evergreen Way, in the Election District of Howard County, Maryland, and the deed to same is recorded among the Land Records of Howard County, Maryland, in Columbia and in Liber 16544 Folio 00408

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

- A. Owner hereby grants to the Department and the County the right to enter upon the property at any reasonable time for access to the system to make periodic inspections and the Owner agrees to provide any information and data requested and needed by the Department to develop accurate and thorough test results.
- B. Owner acknowledges and agrees that a MDE certified and manufacturer-approved installer will install the BAT system.
- C. Owner acknowledges and agrees the manufacturer or manufacturer's authorized service provider will provide for Operation and Maintenance of the BAT for a period of 2 years as a condition of sale of the BAT. After the initial 2 year period, the owner will provide for annual maintenance by a certified service provider in perpetuity.
- D. Owner acknowledges and agrees that the manufacturer appointed Operation and Maintenance provider will have access to the BAT system at all times.
- E. Owner acknowledges and agrees that the manufacturer or manufacturer's authorized service provider will have access to sample the effluent of the BAT system. Owner acknowledges and agrees that the proposed installation of a BAT system funded by the BRF is voluntary. Owner agrees that there shall be no liability on the part of the County or Department to Owner if this BAT system fails, and that the County and the Department do not warrant or guarantee that the BAT system will adequately or properly function.
- F. Owner acknowledges and agrees that neither the County nor the Department nor any of its agents or employees, either officially or individually, underwrites the operation of any system

approved by them.

- G. The Owner will devote such care and effort to the maintenance of the BAT system so that any malfunction is not the result of poor maintenance, faulty operation, or neglect.
- H. The Canaan Valley Institute agrees to grant up to \$11,543.50 toward the cost of installation of (50%) the BAT system, and financial responsibility is limited to this amount. Operating costs will be at the Owners expense.
- I. The Owner acknowledges that the BRF grant can only be used for that portion of the OSDS attributable to (BAT) for the removal of nitrogen.
- J. Owner acknowledges in the event the total project cost is greater than \$25,000 the proposal will have to be approved by the Maryland State Board of Public Works.
- K. The Owner agrees to contact both the Water Management Administration, On-Site Systems Division of the Wastewater Permits Program and the County at least forty-eight (48) hours prior to system installation, so that the Department has the opportunity to be present at the time of installation or thereafter for inspection.
- L. The Owner must install BAT system according to the manufacturer recommended plans and specifications approved by the Department.
- M. The Owner agrees and acknowledges that if installation deviates substantially from the approved plans or changes such that performance of the system is compromised or reduced, BRF funding will not be provided.
- N. This agreement shall run with the land and binds the Owner, his heirs, successors, assigns. Owner further agrees that he shall inform in writing any purchaser or lessee of the property that the system may require maintenance or other attention. The Owner agrees to record this agreement in the land records of Howard County.
- O. This agreement shall not be construed to limit any authority of the Department to protect the public health, safety or comfort or to issue any other orders to take any other action that is now or may hereafter be within its authority.
- P. This agreement may be voided at the discretion of the Department if the system construction is not completed within six (6) months of the effective date of this agreement.
- Q. This agreement contains the entire agreement and understanding between the County and the Owner and the Department. There are no additional terms other than as contained in this agreement. This agreement may not be modified except in writing signed by each of the parties or by their authorized representatives.
- R. The laws of the State of Maryland govern the provisions of all transactions pursuant to this agreement.

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

DATE: 8/10/23



Owner

DATE: 8/10/23



Howard County Health Department

**AGREEMENT FOR THE
INSTALLATION OF AN INNOVATIVE
ON-SITE SEWAGE DISPOSAL SYSTEM**

THIS AGREEMENT is made this 28 day of June 2023, among
Joshua Crist, hereinafter referred to as "Owner", the
Howard County Health Department hereinafter collectively referred to as the "County", and the
Department of the Environment, hereinafter referred to as the "Department".

WHEREAS, Owner owns a tract of land located on 2905 Evergreen Way in the 3rd Election
District of Howard County, Maryland, and the deed to same is recorded among the Land Records of
Howard County, Maryland, in Liber 16544 and Folio 00408.

WHEREAS, Owner's land is unsuitable for the installation of a conventional on-site sewage
disposal system and owner has requested the Department's approval to install an innovative system of
sewage disposal.

NOW, THEREFORE, the parties hereto agree as follows:

- A. The property is currently improved with a 4 bedroom single family residence served by a
private well and an on-site sewage disposal system.
- B. The Owners agree that the County will approve no future additions, expansions of use for, or
changes of use for any building on the property that may involve increased flow to the on-site sewage
disposal system.
- C. Owner must install and maintain a water meter on the incoming side of the water system or an
event counter and an elapsed time meter on the sewage pumping system.
- D. Owner hereby grants to the Department and the County the right to enter upon the property at
any reasonable time for access to the system to make periodic inspections and the Owner agrees to
provide any information and data requested and needed by the Department to develop accurate and
thorough test results.

E. Owner acknowledges and agrees that the proposed innovative system is non conventional and that his or her participation is voluntary. Owner agrees that there shall be no liability on the part of the County or Department to Owner if this innovative system fails, and that the County and the Department do not warrant or guarantee that the system will adequately or properly function.

F. Owner acknowledges and agrees that neither the County nor the Department nor any of its agents or employees, either officially or individually, underwrites the operation of any system approved by them.

G. The Owner will devote such care and effort to the maintenance of the system so that a system malfunction is not the result of poor maintenance, faulty operation, or neglect.

H. The Owner agrees, that, should the system be determined by the County or the Department to pose a threat to the public health, safety or comfort, the County or the Department may order any necessary changes or corrections and the Owner agrees to pay for all such changes or corrections. System modifications may include requirements for holding of sewage waste in tanks and regular pumping from the holding tanks. Upon the County or Department's request, the Owner agrees to enter into a contract acceptable to the County or Department to allow a private entity to pump on a regularly scheduled basis an approved holding tank system.

I. The Owner agrees to contact both the Water and Science Administration, On-site systems division of the Wastewater Permits Program and the County at least forty-eight (48) hours prior to system installation, so that the Department may lay out the system in the field with the contractor. The Owner must install this system according to the plans and specifications approved by the County and Department and any changes required by the County and Department as a result of the field layout. If installation deviates substantially from the approved plans or changes such that experimental data will be compromised or reduced, the Owner agrees to pay for all necessary corrections.

J. This agreement shall run with the land and binds the Owner, his heirs, successors, and assigns. Owner further agrees that he shall inform in writing any purchaser or lessee of the property that the

system requires maintenance and other attention. The Owner agrees to record this agreement in the land records of Howard County.

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

L. This agreement may be voided at the discretion of the Department if the system construction is not completed within twenty four (24) months of the effective date of this agreement.

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

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

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

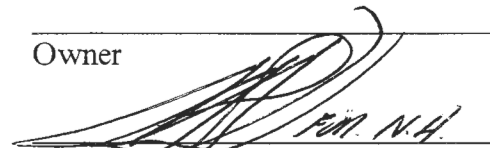
DATE: 8/10/23


Owner

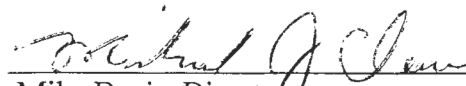
DATE: _____

Owner

DATE: 06/28/2023


Naomi Howell, Division Chief
On-Site Systems Division
Wastewater Pollution and Prevention Program
Water and Science Administration
Department of the Environment

DATE: 7/7/2023


Mike Davis, Director
Environmental Health
Howard County Health Department

Wolf, Kevin

From: Megan Lehwew <megan.lehwew@canaanvi.org>
Sent: Wednesday, July 5, 2023 9:52 AM
To: Wolf, Kevin; Joshua Crist
Cc: Williams, Jeffrey
Subject: RE: BRF Grant Award Letter - 2905 Evergreen - Crist

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Chiming in a few days later, sorry.

Because we already have your most recent (2022) tax returns on file, all that I will have to do is issue you an award letter for this new fiscal year. I'll be working on that this week, and will hopefully have the new award letter to you by EOD Friday. However, this should not keep you from retaining the installer or signing the agreement. The funding percentage will remain the same.

Let me know if anyone needs anything additional from me, and I'll try to get that new award letter to you ASAP.

Thanks!

Megan Lehwew (*she/her/hers*)
Grants & Finance Administrator,
Canaan Valley Institute

[Schedule a call with me!](#)

From: Wolf, Kevin <KWolf@howardcountymd.gov>
Sent: Friday, June 30, 2023 12:42 PM
To: Joshua Crist <jcrist3@gmail.com>
Cc: Williams, Jeffrey <jewilliams@howardcountymd.gov>; Megan Lehwew <megan.lehwew@canaanvi.org>
Subject: RE: BRF Grant Award Letter - 2905 Evergreen - Crist

Hi Josh,

As Adam had mentioned, we are in the new fiscal year so you would need to reapply the grant application. Megan can chime in with the details. As far as the septic permit goes, you would need to retain an installer at this point, there is an operations and maintenance agreement that you will need to review and sign and get recorded with the office of Land Records. I will forward this document once MDE and the Health Department have reviewed and signed it. From there, it will be a collaboration effort between you, the installer, Adam, MDE and the Health department for a pre-construction meeting to discuss the installation, permit, and details of the design.

Kevin

From: Adam Browning <abrowning@pennstrail.com>
Sent: Thursday, June 29, 2023 4:45 PM
To: Joshua Crist <jcrist3@gmail.com>
Cc: megan.lehwew@canaanvi.org; Wolf, Kevin <KWolf@howardcountymd.gov>
Subject: RE: BRF Grant Award Letter - 2905 Evergreen - Crist

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Josh;

You will have to get funding from the next fiscal year (starting July 2023). As you will see in the letter you would have to have had the system installed prior to June 27th 2023 which has already past.

At this point you need to retain an installer so that once the 2023-2024 funding is released you are ready to go.

I'm copying Kevin Wolf and Megan Lehew so that they can assist in setting up funding for the coming fiscal year.

Respectfully submitted;
Adam B. Browning
Penn's Trail Environmental, LLC

From: Joshua Crist <jcrist3@gmail.com>
Sent: Thursday, June 29, 2023 1:23 PM
To: Adam Browning <abrowning@pennstrail.com>
Subject: Fwd: BRF Grant Award Letter - 2905 Evergreen - Crist

Hi Adam,

We received a letter about some funding (should be attached), I am trying to figure out next steps but haven't heard back from Kevin yet. Can we have a call to discuss next steps?

Thanks
Josh

----- Forwarded message -----

From: Joshua Crist <jcrist3@gmail.com>
Date: Wed, Jun 14, 2023 at 2:12 PM
Subject: Fwd: BRF Grant Award Letter - 2905 Evergreen - Crist
To: Wolf, Kevin <KWolf@howardcountymd.gov>
Cc: Lindsey Crist (Wifey) <lindseywasco@gmail.com>

Hi Kevin,

We received some funding for the system (attached), and it appears to come with a tight timeline. Can we have a call or a meeting sometime soon to discuss the next steps?

Thanks,
Josh

----- Forwarded message -----

From: Megan Lehew <>
Date: Fri, Jun 9, 2023 at 7:58 PM
Subject: BRF Grant Award Letter - 2905 Evergreen - Crist
To: Joshua Crist <jcrist3@gmail.com>, lindseywasco@gmail.com <lindseywasco@gmail.com>
Cc: Williams, Jeffrey <jewilliams@howardcountymd.gov>

Good evening, Josh and Lindsey –

Attached please find the grant award letter for 2905 Evergreen Way, Ellicott City, for Mr. Joshua Crist. Please sign and return the attached award letter to accept the terms of the award; this may be returned electronically to this email address.

The award letter will outline details of the grant award, as well as next steps, but please don't hesitate to reach out if you have any questions.

Thank you,

Megan Lehew (*she/her/hers*)

Grants & Finance Administrator,

Canaan Valley Institute

[Schedule a call with me!](#)

Wolf, Kevin

From: Steven Krieg -MDE- <steven.krieg@maryland.gov>
Sent: Tuesday, March 28, 2023 1:38 PM
To: Wolf, Kevin
Subject: Fwd: 6120-2905 EVERGREEN WAY -DRAFT DESIGN SUBMISSION #1
Attachments: 6120-2905 EVERGREEN WAY DESIGN DRAFT 1-16-23.pdf; 6120-2905 EVERGREEN WAY REPORT DRAFT 1-16-23.pdf

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Kevin

Other than waiting for the stream crossing permit, I am good with the plans. Let me know if you have any comments.

Steven Krieg, LEHS, REHS/RS
Regional Consultant
Water and Science Administration
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, Maryland 21230
steven.krieg@maryland.gov
410-537-3680 (O)

[Website](#) | [Facebook](#) | [Twitter](#)

----- Forwarded message -----

From: **Adam Browning** <abrowning@pennstrail.com>
Date: Tue, Jan 17, 2023 at 11:58 AM
Subject: 6120-2905 EVERGREEN WAY -DRAFT DESIGN SUBMISSION #1
To: Wolf, Kevin <KWolf@howardcountymd.gov>, Steven Krieg -MDE- <steven.krieg@maryland.gov>
Cc: lindseywasco@gmail.com <lindseywasco@gmail.com>, jcrist3@gmail.com <jcrist3@gmail.com>, Marcy Witt <mwiit@pennstrail.com>

Kevin/Steven;

Attached please find digital copy of the DRAFT Design and Design Report for the above referenced project. Paper copy of the Design plans only are being sent via UPS to HCHD and MDE to help facilitate the initial review. Once any comments are addressed we will provide multiple FINAL copies for permitting.

Please let us know if you have any questions. Thanks!

Respectfully submitted;

Adam B. Browning

Penn's Trail Environmental, LLC

[Click here](#) to complete a three question customer experience survey.

Wolf, Kevin

From: Steven Krieg -MDE- <steven.krieg@maryland.gov>
Sent: Monday, June 5, 2023 1:02 PM
To: Gary Jellick
Cc: Joshua Crist; Lindsey Wasco Crist; cc: Adam Browning; Wolf, Kevin
Subject: Re: 2905 Evergreen Way Wetland Permit

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Thanks Gary

Now that we have that I can move forward with the HCHD and finalize the Innovative Systems Agreement.

Steven Krieg, LEHS, REHS/RS
Regional Consultant
On-site Systems Division
Water and Science Administration
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, Maryland 21230
steven.krieg@maryland.gov
410-537-3680 (O)

[Website](#) | [Facebook](#) | [Twitter](#)

On Mon, Jun 5, 2023 at 8:57 AM Gary Jellick <jellick-acorn@comcast.net> wrote:

Attached is the wetland permit for the stream crossing to repair the subject septic system.

Gary Jellick, CPSS
Acorn Environmental, Inc.
410-274-0622

[Click here](#) to complete a three question customer experience survey.

SITE INSPECTION SHEET

OWNER: _____ PHONE #: _____

ADDRESS: 5310 Ten Oaks Road CONTRACTOR: Mayne Well Drilling

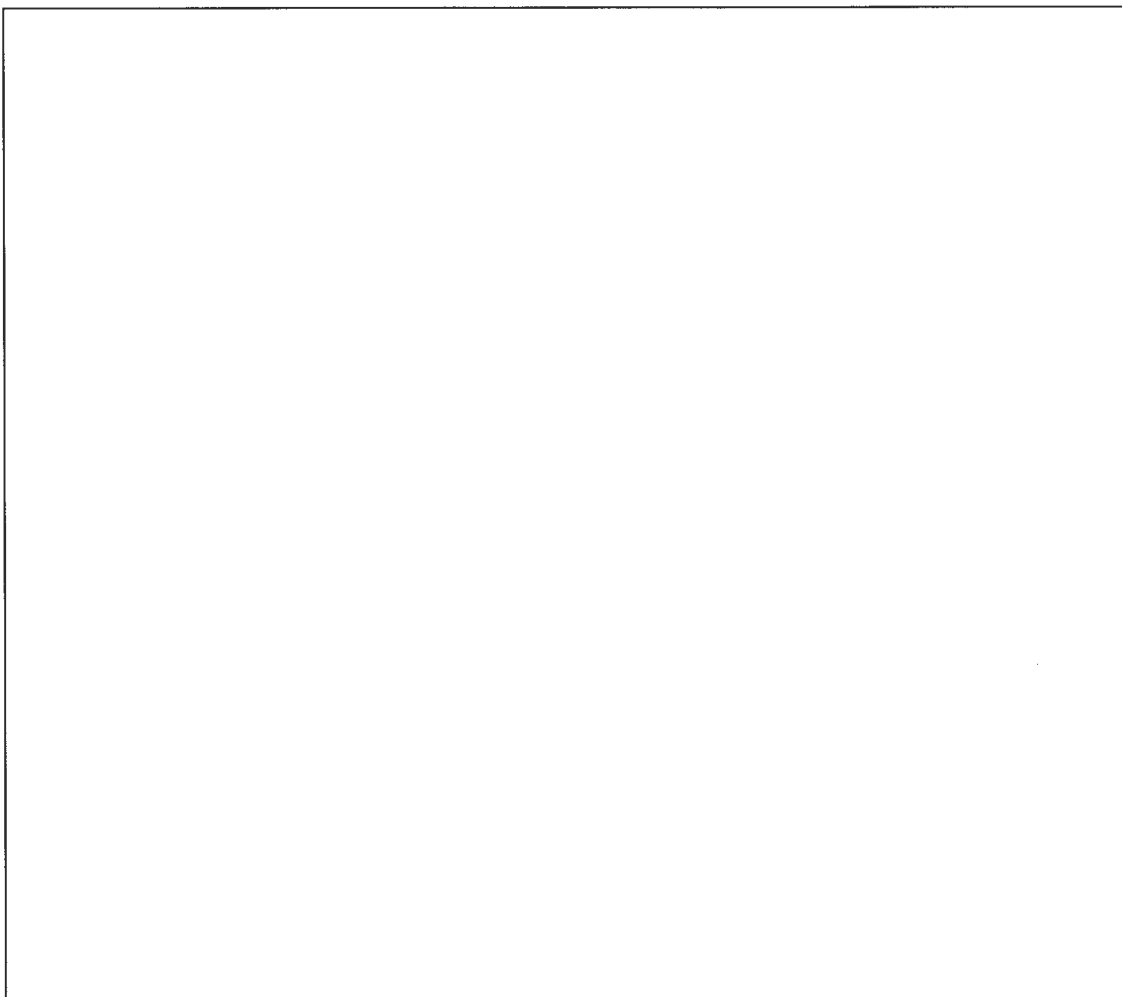
WELL TAG #: _____

SUBDIVISION: _____ LOT: _____ COUNTY #: 63

PROPOSAL: water quality issues

Mayne well drilling @ 1/2 mile cor.

LOCATION DIAGRAM



COMMENTS: _____

DATE: _____ INSPECTOR: _____

Wolf, Kevin

From: Gary Jellick <jellick-acorn@comcast.net>
Sent: Monday, April 24, 2023 8:35 AM
To: Joshua Crist
Cc: Adam Browning; Wolf, Kevin; Steven Krieg -MDE-; Lindsey Crist (Wifey); Marcy Witt
Subject: Re: 6120-2905 EVERGREEN WAY -DRAFT DESIGN SUBMISSION #1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

MDE said this is in review and we should have it approved in early June.

Gary Jellick, CPSS
Acorn Environmental, Inc.
410-274-0622

On 04/18/2023 8:03 AM Joshua Crist <jcrist3@gmail.com> wrote:

Just following up again, is this being put on notice etc?

On Wed, Mar 22, 2023, 9:17 PM Gary Jellick <jellick-acorn@comcast.net> wrote:

Adam – I will give MDE Waterways a call tomorrow to check on the status of their review. I believe they will need to put this on public notice since the channel drains to Class IV waters. The public notice is for 30 days and they only do it twice a month, so I would expect a stream crossing permit by the end of May.

Gary Jellick

Acorn Environmental, Inc.

410-274-0622

From: Adam Browning [mailto:abrowning@pennstrail.com]
Sent: Wednesday, March 22, 2023 3:37 PM
To: Joshua Crist; Gary Jellick
Cc: Wolf, Kevin; Steven Krieg -MDE-; Lindsey Crist (Wifey); Marcy Witt
Subject: Re: 6120-2905 EVERGREEN WAY -DRAFT DESIGN SUBMISSION #1

Josh, I believe we (HCHD/MDE) are waiting on the stream crossing permit. I've copied Gary Jellick on the email for an update.

Adam Browning

Penn's Trail Environmental, LLC

From: Joshua Crist <jcrist3@gmail.com>

Sent: Wednesday, March 22, 2023 3:10:03 PM

To: Adam Browning <abrowning@pennstrail.com>

Cc: Wolf, Kevin <KWolf@howardcountymd.gov>; Steven Krieg -MDE- <steven.krieg@maryland.gov>; Lindsey Crist (Wifey) <lindseywasco@gmail.com>; Marcy Witt <mwiit@pennstrail.com>

Subject: Re: 6120-2905 EVERGREEN WAY -DRAFT DESIGN SUBMISSION #1

Hey Kevin/Adam,

What is the expected timeline on this??

Thanks

Josh

On Tue, Jan 17, 2023, 11:58 AM Adam Browning <abrowning@pennstrail.com> wrote:

Kevin/Steven;

Attached please find digital copy of the DRAFT Design and Design Report for the above referenced project. Paper copy of the Design plans only are being sent via UPS to HCHD and MDE to help facilitate the initial review. Once any comments are addressed we will provide multiple FINAL copies for permitting.

Please let us know if you have any questions. Thanks!

Respectfully submitted;

Adam B. Browning

Wolf, Kevin

From: Wolf, Kevin
Sent: Tuesday, November 8, 2022 11:09 AM
To: Joshua Crist
Subject: RE: 2905 Evergreen Way | Site evaluation
Attachments: Designers Mid-Western Region October 2017.pdf

Mr. Crist,
Based on the site evaluation with MDE’s regional consultant and the Health Department, you should seek the services of a qualified and experienced private on-site systems soils evaluator / designer who will visit the site, evaluate potential areas with a proposed stakeout and submit an official proposal for consideration. Since the proposed available area appears limited, Ksat testing with permeameters or additional infiltration tests may be required to be performed by the designer. Attached is a list of qualified designers who you may reach out to for help. Adam Browning and Tom Ashton are the top 2 who are most qualified in this geologic area of the State. IF by any chance you have someone else in mind other than the ones on this list, please let me know so I can reach out to them first. Let me know if you have any questions regarding this next step.

Thanks,

Kevin M. Wolf, LEHS, REHS/RS
Groundwater Mgmt. Sec. Supervisor
Well & Septic Program
Howard County Health Department
8930 Stanford Blvd.
Columbia, MD 21045
410-313-2645 (Office)
410-313-2648 (Fax)
www.hchealth.org
kwolf@howardcountymd.gov



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