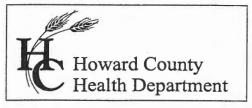
	HOWARD COUNTY HEALTH DEPARTMENT	35207
	Jenny conton 5/18/2011	P5
Received From	an Bonion PHONE #	40) 33 (012)
1322	g Thatlelphia Rd. Ellicottuty	mD 21042
	For Deptic Permit- 1322 4Triade	Iphicke
CASH CHECK		
NO.	25 au	J.
2518	three hundred he	note Dollars
\$ 396	Received By Hashal nitel	ul



Reason for Request:

further detail.

7178 Columbia Gateway Drive, Columbia MD 21046 (410) 313-2640 Fax (410) 313-2648 TDD (410) 313-2323 Toll Free 1-866-313-6300 website: www.hchealth.org

Peter L. Beilenson, M.D., M.P.H., Health Officer

#### INFORMATION FORM - SEPTIC SYSTEM REPAIR / UPGRADE

<ul> <li>A. Failing System (includes surface discharge</li> <li>Has the contractor verified through excavation/p</li> <li>B. System relocation for proposed addition fo</li> <li>C. To replace a collapsed septic tank</li> <li>D. To replace a collapsed drywell</li> </ul>	oumping evaluation that there are no pipe	e blockages?
**For REPAIRS, are the owners proposing, or d property, i.e. pools, living space additions, garage Health Department will not be able to accommod request. Such requests may require an additional the property does not meet current Code and Res	es etc? This information must be disclosed late requests in the field for property mod l fee, additional testing, and submittal of	d at the time of this application. The difications unrelated to the repair
Septic Contractor:		
Contractor's Address:		
Contactor's Phone #:		
Property Address:	13229 Treadel phia Road	
Property (Subdivision) & Lot #:		
County file #, if known:		
Owner's Name and Phone #:		3-984-0503
Is public sewer available/nearby:	No	
If public sewer may be close, mention further res		ility
Names of any previous owners:	Hubbord	
Year House Built:	1958	
# of Existing Bedrooms:	3	
# of Bedrooms after completion of addition:	1 0 :: May 1 /	1.
Has this request been discussed previously with another	ther Sanitarian: Name: Dana F 1	Teldi
A Sanitarian will be in contact within three business scheduling/review of the repair or upgrade.	days depending upon the urgency of the sit	uation to coordinate the
Print out a copy of the Real Property Data via Dept.	of Taxation websiteIndexed file foun	d
*Prior to scheduling inspections, scaled plans sho	uld be submitted to clarify the nature of	the addition.
If public sewer may be nearby, verify whether the se through the Bureau of Engineering (x2414). If sewer is available, verify whether the property is v. If sewer is available, and property is within the Metrey exemptions exist, owner should justify request in were	within the Metropolitan District (Finance x2 opolitan District, connection to sewer is req	061).

No permit is to be issued nor inspection to be scheduled without prior fee collection at the office unless an emergency situation exists. Contractor is to notify office of the emergency situation as soon as possible.

If soil/site conditions are limiting and sewer and/or Metro District status not conducive to connection, Sanitarian may recommend pursuit of Emergency Sewer Extension or Emergency Metro District Inclusion. Owner should contact Charlotte Dryden, x4419, for

LAYOUT 7/1 /11 (A.	INSP 4			
INSP 2 7 1 11 (co	INSP 5			
11/51 3 4/5/11	1131 0			
ISSUE DATE:		PERM	IT	Р 535207
APPROVAL DATE:	7/5/11	T		Α
tool ol C	HOWARD COU	Tax ID # WAGE DISPOSAI NTY HEALTH DI ENVIRONMENTA	EPARTMENT	
Lenny 2 Sean Cu	1m	IC DED MO	TO DIGE	ALL MALTER
Cinto Colori Co.	2000 + 001.1		ED TO INSTA	ALL & ALTER
ADDRESS:	3229 madel	PINU KUL P	HONE NUMBER:	4105510122
SUBDIVISION: C	Conlon Property	L	OT NUMBER:	
ADDRESS: 1322	9 Triadelphia Road	PROP	ERTY OWNER:	Sean and Jennifer Conlon
SEPTIC TANK CAPACITY	(GALLONS):	_1500OU	TLET BAFFLE FIL	TER REQUIRED
PUMP CHAMBER CAPAC	ITY (GALLONS):	CO	MPARTMENTED 1	TANK REQUIRED⊠
NUMBER OF BEDROOMS	:	4 API	PLICATION RATE	:_0.8
SQUARE FOOTAGE OF HO	OUSE:		,	
LINEAR FEET OF TRENCH	H REQUIRED:	155'	x 23 ~	91 ton.
TRENCHES: ·	depth 7.0 feet belo		ctive area begins at	ade. Bottom maximum 5.0 feet below original
LOCATION:	Tank must be insta	illed at least 100' from	existing well.	y 2 t
NOTES:	easement corners. Of for Environmental Statement. A write bearing lid is required.	Call for layout inspection Sanitarians. Stone must ten variance request is red for tanks deeper that	on. Mark utilities. Gra to be approved by the required for tanks de in 4 feet. <b>Existing tan</b>	danitarian approval. Stake avel tickets must be available. Howard County Health peper than 3 feet. A traffic nk and drywell must be g house must run to new
PLANS APPROVED:	Jeff Williams			DATE: 06/21/11
NOTE: PERMIT VOID AFTER 2 YEA NOTE: CONTRACTOR RESPONSIB NOTE: WATERTIGHT SEPTIC TAN NOTE: ALL PARTS OF SEPTIC SYS NOTE: MANHOLE RISERS REQUIR	LE FOR SCHEDULING A PR KS REQUIRED TMEM SHALL BE 100 FEET	FROM ANY WATER WELL		LATIONS

NEITHER THE HOWARD COUNTY COUNCIL OR THE HEALTH DEPARTMENT IS RESPONSIBLE FOR THE SUCCESSFUL OPERATION OF ANY SYSTEM

NOT TO SCALE	TRENCH/DRAINFIELD DATA WIDTH INLET BOTTOM
NOT TO SCALE  Fit well  Pit well	3 4' 3
A PIT WELL	NUMBER OF TRENCHES 2'
24'	TOTAL LENGTH 160
48/	ABSORPTION AREA 486 45 W
a constant	DISTRIBUTION BOX LEVEL Loules
El : Mor Man	DISTRIBUTION BOX BAFFLE X
Add Han	DISTRIBUTION BOX PORT Yes
$\nabla U = \nabla U$	
	SEPTIC TANK DATA
	SEPTIC TANK DATA SEPTIC TANK 1 LEVEL Yes
THE US' TILL	MANUFACTURER Bolyha
at the metals	CAPACITY SOO GAL
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1 3 4.	BAFFLE FILTER
80/ / //	MANHOLE LOC Front Rec
	6" PORT LOC
18	WATERTIGHT TEST SLOTTED
13	DATE ON LID _5-3-//
	PUMP/SEPTIC TANK LEVEL MA
Bis -	MANUFACTURER
	CAPACITY GAL
The state of the s	SEAM LOC
, 80 3	TANK LID DEPTH
	BAFFLESBAFFLE FILTER
	MANHOLE LOC
	6" PORT LOC
1	WATERTIGHT TEST
ROAD NAME	DATE ON LID
ROAD NAME	
RE-CONSTRUCTION: (AM)	
7/1/11 Arrived on site. Contractor already had.	took set wil plurlang
installed to new Dbook Luckly, that lo	cadon of (110 down
ex. well. Trenches aparted alightly to set	order Install ZX77
the wildle and the best desired to	
NSTALLATION: YILL SILE inco made. Too droub die	B
Told conferator will need more some (	Janes Die
- later and a late	
7/3/11 Tractes complete ax to bruke fill. (x	9

# MDE

#### MARYLAND DEPARTMENT OF THE ENVIRONMENT

MDE 1800 Washington Boulevard • Baltimore MD 21230 410-537-3000 • 1-800-633-6101

Martin O'Malley Governor Shari T. Wilson Secretary

Anthony G. Brown Lieutenant Governor Robert M. Summers, Ph.D. Deputy Secretary

May 26, 2010

Sean Conlon

Sean D Con (an 443.950

443.956-0503 (ell sdcj1c@venzon.ret

13229 Triadelphia Raod, Ellicott City, MD 21042

Dear Sean Conlon:

Your (application or bid package) for the Bay Restoration Fund (BRF) Onsite Sewage Disposal System (OSDS) Program has been received by the Maryland Department of the Environment. The Department is in the process of transferring administration of the BRF to individual counties or other entities representing those counties. As of July 1, 2010, all grants and awards are to be administered through each respected county. Your application and or bid package are being forwarded to the appropriate county. In order to be eligible for funding, you must reapply for BRF funds through the local Environmental Health Division of your county. In accordance with State law, the Bay Restoration Fund prioritizes upgrades in the following order:

1. Failing OSDS or holding tanks in the Critical Areas

2. Failing OSDS or holding tanks not in the Critical Areas

3. Non-failing OSDS in the Critical Areas including new BAT installation

4. Non-failing OSDS outside the Critical Areas

Properties with a failing a failing septic system in the Critical Area remain the highest priority for funding and are eligible for 100 percent funding. To ensure an equitable distribution of the remaining limited BRF, grant funding to <a href="https://energy.new.org/new.new.org/">https://energy.new.org/new.o

Healt officer Signed application Sent

called 815

Spoke to Sean Conton 7-8-10 System 15 failing wants to apply for grant money. B

% Septic BAT Grant Subsidy	Federal 2009	Taxable Income							
	Marginal	Single		Married Filing Jointly		Married Filing Separately		Head of Household	
	Tax rate	over	up to	Over	up to	over	up to	over	up to
100%	10%	0	8,350	0	16,700	0	8,350	0	11,950
100%	15%	8,350	33,950	16,700	67,900	8,350	33,950	11,950	45,500
75%	25%	33,950	82,250	67,900	137,050	33,950	68,525	45,500	117,450
50%	28%	82,250	171,550	137,050	208,850	68,525	104,425	117,450	190,200
25%	33%	171,550	372,950	208,850	372,950	104,425	186,475	190,200	372,950
25%	35%	372,950		372,950		186,475		372,950	

For all other applications (business, non-residential, seasonal, rental etc.) not in critical areas: grants will be limited to 25% of BAT cost.

The Maryland Department of the Environment thanks you for participating in this important program. If you have any further questions, please contact me at (410) 537-3780 or Bert Nixon, Howard County Environmental Health Director at (410) 313-1758.

Sincerely,

Jay Prager, Deputy Program Manager Wastewater Permits Program June 7th

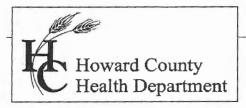
CC: Environmental Health Director

Clos 410-537-3981 Tag Khuman State StevenWalker mDE (State)

Office location

877-214-4283

Bert Nixor 7178 Columbia
Cateury Prive



#### **Bureau of Environmental Health**

7178 Gateway Drive (410) 313-2640 TDD (410) 313-2323 Columbia, MD 21046 Fax (410) 313-2648 Toll Free 1-866-313-6300

website: www.hchealth.org

Peter L. Beilenson, M.D., M.P.H., Health Officer

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

THIS AGREEMENT is made this 18th day of MAY, among SEAN CONLON and JENNY CONLON, hereinafter collectively referred to as "Owner", the Howard County Health Department hereinafter referred to as the "County".

WHEREAS, Owner is the owner or contract owner of a parcel of land located at 13229 TRIADELPHIA ROAD, in the 3RD Election District of Howard County, Maryland, and the deed to same is recorded or shall be recorded among the Land Records of Howard County, Maryland in Liber \_09566\_ Folio \_0515\_.

WHEREAS, The Lot is suitable for the installation of a conventional on-site sewage disposal system, but an advanced pre-treatment system, utilizing best available technology to perform nitrogen reduction, must be installed as part of the sewage disposal system for a \_\_\_\_4\_\_ bedroom home with \_\_\_\_\_\_ square feet of finished living space and \_\_\_\_\_\_ square feet of unfinished living space. Advanced pre-treatment has been required (pick one):

To minimize the potential impact of the on-site sewage disposal system on down grade wells.

\_\_\_\_For an existing lot of record that does not have enough area available for an initial and two replacement on site sewage disposal systems.

\_X\_For the purpose of repairing a failing on site sewage disposal system on an existing lot of record.

#### NOW, THEREFORE, the parties hereto agree as follows:

A. Owner hereby grants to the County the right to enter upon the Lot at any reasonable time for access to the system to make periodic inspections and the Owner agrees to provide any information and data in Owner's possession reasonably requested and needed by the County to develop accurate and thorough test results.

- B. Owner acknowledges and agrees that neither the County nor any of its agents or employees, either officially or individually, underwrites the operation of any system approved by them.
- C. The Owner will devote reasonable care and effort to the operation and maintenance of the system in perpetuity or until a public sewer connection is made so that a system malfunction is not the result of poor maintenance, faulty operation, or neglect.

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## LHER 1 3243 FOLIO 4 05

- D. The Owner agrees to enter into a contract reasonably acceptable to the Owner and the County with a private entity to operate and maintain on a regularly scheduled basis an approved advanced pre-treatment system. The owner shall supply a copy of the contract to the County when it is renewed or altered.
- E. This agreement shall run with the land and upon Owner's taking title to the Lot shall bind the Owner, their heirs, successors, and assigns to the provisions of the agreement as long as the property is in existence and after installation of the system. Owner further agrees that they shall inform in writing any subsequent purchaser or lessee of the Lot that the system shall require maintenance or other attention. Upon taking title to the Lot, the Owner agrees to cause this agreement to be recorded in the Land Records of Howard County and assure that it becomes part of the Deed for the subject property in order that prospective buyers may be aware of the special conditions affecting this property.
- F. This agreement shall not be construed to limit any authority of the County to protect the public health, safety or comfort or to issue any other orders to take any other action which is now or may hereafter be within its authority.
- G. This agreement may be voided at any time at the discretion of the County.
- H. This agreement contains the entire agreement and understanding between the County and the Owner. There are no additional terms other than as contained in this agreement. This agreement may not be modified, except in writing signed by each of the parties or by their authorized representatives.
- I. The laws of the State of Maryland govern the provisions of all transactions pursuant to this agreement.
- J. Owner acknowledges and agrees that interior renovations to increase the number of bedrooms or an increase in living space shall not be permitted without approval from the County.

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

my 10xx 2-18-11

Owner Sean D Conlon Date

Owner

Howard County Health Department

Peter L. Beilenson, M.D., M.P.H., Health Officer

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NOPI V BUYE

May 19, 281:

MIN P

## LIBER 13243 FOLIO 400

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

000174

THIS AGREEMENT is made this 18th day of May	Scan Conlon,, among <u>Jenny Conlon</u> hereinafter
referred to as "Owner," the Howard County Health Department he	ereinafter collectively referred to as the
"County," and the Department of the Environment, hereinafter ref	erred to as the "Department."

WHEREAS, Owner owns a tract of land located on 13229 Triadelphia Rein the 322 Election District of Howard County, Maryland, and the deed to same is recorded among the Land Records of Howard County, Maryland, in Elizate City and in Liber 09566 Folio 0515.

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

- A. Owner hereby grants to the Department and the County the right to enter upon the property at any reasonable time for access to the system to make periodic inspections and the Owner agrees to provide any information and data requested and needed by the Department to develop accurate and thorough test results.
- B. Owner acknowledges and agrees that a manufacturer-approved installer will install the BAT system.
- C. Owner acknowledges and agrees the manufacturer will provide for Operation and Maintenance of the BAT for a period of 5 years as a condition of sale of the BAT. After the 5 year

period the Operation and Maintenance contract can be further extended at the behest of the property owner. The Department and County encourage the property owner to continuously maintain an Operation and Maintenance contract during the lifetime of the system.

- D. Owner acknowledges and agrees that the manufacturer appointed Operation and Maintenance provider will have access to the BAT system at all times.
- E. Owner acknowledges and agrees that the manufacturer or manufacturers designee will have access to sample the effluent of the BAT system. Owner acknowledges and agrees that the proposed installation of a BAT system funded by the BRF is voluntary. Owner agrees that there shall be no liability on the part of the County or Department to Owner if this BAT system fails, and that the County and the Department do not warrant or guarantee that the BAT system will adequately or properly function.
- F. Owner acknowledges and agrees that neither the County nor the Department nor any of its agents or employees, either officially or individually, underwrites the operation of any system approved by them.
- G. The Owner will devote such care and effort to the maintenance of the BAT system so that any malfunction is not the result of poor maintenance, faulty operation, or neglect.
- H. The Canaan Valley Institute agrees to grant \$9230 toward the cost of installation of the BAT system, and financial responsibility is limited to this amount. Operating costs will be at the Owners expense.
- I. The Owner acknowledges that the BRF grant can only be used for that portion of the OSDS attributable to (BAT) for the removal of nitrogen.
- J. Owner acknowledges in the event the total project cost is greater than \$25,000 the proposal will have to be approved by the Maryland State Board of Public Works.

# LIBER 13243 FOLIO402

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

# LIBER 13243 FOLIO 403

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

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

above.

DATE:5-19-11

DATE: 5/18/2011

Jenny Conton Jenny L Conton

Howard County Health Department

TWP FU SURE \$ E9.00
RECORDING FEE 28.00
TOTAL 40.00
Rest Home Rept \$ 68428

Mas 19, 2811

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