



5. Respondents, Maryland Manor MHC, LLC (“Maryland Manor”), and Horizon Land Management, LLC (“Horizon”) have agreed to the issuance of this Consent Order.

## **II. STATUTORY AND REGULATORY BACKGROUND**

6. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant (other than dredged or fill material) from a point source into waters of the United States except in compliance with a permit issued pursuant to the National Pollutant Discharge Elimination System (“NPDES”) program under Section 402 of the Act, 33 U.S.C. § 1342.
7. “Discharge of a pollutant” means “[a]ny addition of any ‘pollutant’ or combination of pollutants to ‘waters of the United States’ from any ‘point source.’” 40 C.F.R. § 122.2.
8. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States, to ensure compliance with the requirements of the CWA. The discharges are subject to specific terms and conditions, as prescribed in the permit. *See also* 33 U.S.C. § 1311.
9. Pursuant to Section 402(b) of the Act, 33 U.S.C. § 1342(b), EPA authorized MDE to administer the NPDES program in the State of Maryland beginning in September 1974.
10. Pursuant to Section 402(i) of the CWA, 33 U.S.C. § 1342(i), EPA retains its authority to take enforcement action within Maryland for NPDES permit violations.

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

11. Maryland Manor MHC, LLC was formed on February 18, 2016 with the address c/o Horizon Land Co., LLC, 2138 Espey Court, Suite 1, Crofton, Maryland 21114.
12. Maryland Manor acquired the Maryland Manor Mobile Estates, LLC manufactured home community, located at 4642 Sands Road, Harwood, Anne Arundel County, MD 20776, on March 22, 2016.
13. Horizon is a property management company that serves as Maryland Manor’s managing agent for the manufactured home community. Horizon reviews, evaluates, negotiates and executes on Maryland Manor behalf all service contracts, including the service contract with a third party to operate and manage the Wastewater Treatment Plant (“WWTP”) for the Maryland Manor manufactured home community.
14. The WWTP was operated by a contract wastewater treatment operator, Water Services, Inc. until July 15, 2019. Then, effective July 16, 2019, the contract operator for the WWTP changed to Professional Startup & Operational Services, Inc. (“Prostart”) until Horizon terminated the contract on March 31, 2020 due to performance concerns. Horizon hired Singh Operational Services, Inc. (“SOS”) to operate the WWTP on April 1,

2020 and SOS continues to be the contract operator of the WWTP.

15. Section 502(5) of the Act, 33 U.S.C. §1362, provides: “The term ‘person’ means an individual, corporation, partnership, association, State, municipality, commission, or political subdivision of a State or any interstate body.”
16. Maryland Manor and Horizon are Limited Liability Companies in the State of Maryland and each is therefore a “person” within the meaning of Section 502(5) of the Act, 33 U.S.C. § 1362(5).
17. Pursuant to the authority of the Act, the NPDES program approval, and Title 9 of the Environment Article, Annotated Code of Maryland, the MDE issued Maryland National Pollutant Discharge Elimination System Permit No. MD0024333 (“2014 Permit”) to the Maryland Manor’s predecessor, Maryland Manor Mobile Estates, LLC effective March 1, 2014 for the WWTP at the Maryland Manor manufactured home community. On March 22, 2016, the permit was transferred to Maryland Manor. The 2014 Permit expired on February 28, 2019, and was administratively extended. On September 28, 2021, MDE issued NPDES Permit No. MD0024333 to Maryland Manor with an effective date of December 1, 2021 (“2021 Permit”).
18. The 2014 Permit and 2021 Permit (referred to, collectively, as “the Permits”) authorize the terms for the discharge of wastewater from the WWTP in accordance with the provisions of the Permits. The Permits require a permittee to comply with all conditions in the Permits. Horizon is not and has never been a permittee under the Permits.
19. The WWTP is a package style sewage treatment plant with activated sludge and extended aeration. Wastewater is routed to the WWTP through an influent pump station and flows to an aeration tank after being screened, and then flows into the transfer port located inside the clarifier. The flow settles in the clarifier, and the solids which settle to the bottom are pumped back to the aeration tank. The clear water overflows through the weir into the UV system that provides the disinfection process. After the UV process, the water flows to the effluent chamber where it is aerated before being discharged through the outfall pipe to the Patuxent River. Sludge is returned back to the aeration tank, or wasted to a sludge holding tank, and then hauled off-site. The on-site filtration system is bypassed and is not used in the current treatment process. A decommissioned chlorine contact tank was onsite but it was bypassed since chlorine is no longer used in the treatment process.
20. The Permits have authorized the Respondents’ WWTP to discharge wastewater from its operations through Outfall 001 to the Patuxent River, a “navigable water” as that term is defined in Section 502(7) of the Act, 33 U.S.C. § 1362(7), which qualifies as waters of the United States.
21. The Patuxent River is protected for water contact and recreation, and non-tidal warm water aquatic life. It is also a part of the Chesapeake Bay Watershed.

- 22. MDE inspected the WWTP on March 22, 2016, and January 16, 2020.
- 23. On July 1, 2020, EPA sent an Information Request pursuant to CWA Section 308 to Horizon regarding Maryland Manor MHC, LLC manufactured home community, and received a response from Maryland Manor on August 31, 2020.
- 24. On October 29, 2021, EPA sent a Second Information Request pursuant to CWA Section 308 to Respondents. On January 3, 2022, Respondents sent a response to the Second Information Request.
- 25. Based on observations made by MDE during its March 22, 2016 and January 16, 2020 inspections, and the responses Respondents submitted to EPA’s two Information Requests, EPA has identified the following violations of the Permits and Section 301 of the Clean Water Act.

**Count 1  
Effluent Exceedances**

- 26. The allegations in the preceding paragraphs are incorporated by reference.
- 27. The Permits set effluent limits for discharges from Outfall 001 for: five-day biochemical oxygen demand (“BOD<sub>5</sub>”), Total Suspended Solids (“TSS”), Ammonia, Phosphorus, Nitrogen, *E. Coli*, Total Residual Chlorine, pH, and Dissolved Oxygen in Part II.A. The Permits were issued in conformance with the Chesapeake Bay Total Maximum Daily Load for Nitrogen, Phosphorus and Sediment established on December 29, 2010.
- 28. From January 2019 through September 2023, the WWTP recorded thirty-three (33) effluent exceedances for BOD, pH, TSS, *E. coli* and DO as follows:

**Table 1: Effluent Exceedances**

Monitoring Period End Date	Parameter Name	Discharge Monitoring Report Value	Permit Limit	Units	Limit Type
08/31/2019	Oxygen, dissolved	3.6	5	mg/L	Minimum
09/30/2019	Oxygen, dissolved	3.1	5	mg/L	Minimum
10/31/2019	pH	6.3	6.5	SU	Minimum
10/31/2019	Solids, total suspended	61	45	mg/L	Maximum Weekly Average
12/31/2019	Solids, total suspended	34.81	23	lb/d	Maximum Monthly Average
12/31/2019	Solids, total suspended	92.75	30	mg/L	Maximum Monthly Average
12/31/2019	Solids, total suspended	115.22	34	lb/d	Maximum Weekly Average
12/31/2019	Solids, total suspended	307	45	mg/L	Maximum Weekly Average
02/29/2020	Solids, total suspended	39.89	23	lb/d	Maximum Monthly Average
02/29/2020	Solids, total suspended	36.5	30	mg/L	Maximum Monthly Average

Monitoring Period End Date	Parameter Name	Discharge Monitoring Report Value	Permit Limit	Units	Limit Type
02/29/2020	Solids, total suspended	45.9	34	lb/d	Maximum Weekly Average
03/31/2020	Solids, total suspended	48.27	23	lb/d	Maximum Monthly Average
03/31/2020	Solids, total suspended	41.75	30	mg/L	Maximum Monthly Average
03/31/2020	Solids, total suspended	83.25	34	lb/d	Maximum Weekly Average
03/31/2020	Solids, total suspended	72	45	mg/L	Maximum Weekly Average
04/30/2020	BOD, 5-day, 20 deg. C	26.6	23	lb/d	Maximum Monthly Average
04/30/2020	BOD, 5-day, 20 deg. C	37.28	30	mg/L	Maximum Monthly Average
04/30/2020	BOD, 5-day, 20 deg. C	78.64	34	lb/d	Maximum Weekly Average
04/30/2020	BOD, 5-day, 20 deg. C	81.1	45	mg/L	Maximum Weekly Average
04/30/2020	pH	6.2	6.5	SU	Minimum
04/30/2020	Solids, total suspended	94.98	23	lb/d	Maximum Monthly Average
04/30/2020	Solids, total suspended	132	30	mg/L	Maximum Monthly Average
04/30/2020	Solids, total suspended	316.12	34	lb/d	Maximum Weekly Average
04/30/2020	Solids, total suspended	326	45	mg/L	Maximum Weekly Average
04/30/2020	<i>E. coli</i>	144.8	126	MPN/100mL	Monthly Geometric Maximum
05/31/2020	pH	6.42	6.5	SU	Minimum
05/31/2020	Solids, total suspended	31	30	mg/L	Maximum Monthly Average
06/30/2020	Solids, total suspended	34.2	30	mg/L	Maximum Monthly Average
06/30/2020	Solids, total suspended	47.78	34	lb/d	Maximum Weekly Average
06/30/2020	Solids, total suspended	92	45	mg/L	Maximum Weekly Average
05/31/2022	Oxygen, dissolved [DO]	2.61	5	mg/L	Minimum
9/30/2022	<i>E. coli</i>	130.5	126	MPN/100mL	Monthly Geometric Maximum
12/31/2022	Oxygen, dissolved [DO]	3.36	5	mg/L	Minimum

29. The discharge exceedances in Table 1 reported by Respondents are violations of the Permits. By failing to comply with the terms of the Permits, Respondents have violated and Sections 301 and 402 of the CWA, 33 U.S.C. §§ 1311 and 1342, for the periods set forth in Table 1, from August 1, 2019 to September 30, 2023.

**Count 2**  
**Insufficient or Lacking Flow Reporting**

30. The allegations in the preceding paragraphs are incorporated by reference.

31. The design capacity for the WWTP is 0.09 million gallons per day (“mgd”). Special Condition II.A. of the Permit states that, “[a]n annual average flow of 0.09 million gallons per day (mgd) was used in waste load allocation calculations” for the WWTP, and it requires Maryland Manor to notify MDE “at least 180 days before the annual average flow is expected to exceed this flow level.”

32. **Total Cumulative Flow Reporting:** Part II.C of the Permits state that “[t]he permittee

shall report the total cumulative flow for [sic] each calendar year for the above referenced facility. The total cumulative flow should be reported in million gallons for the entire calendar year to the nearest ten thousand gallons. The annual total cumulative flow determination shall be provided to [MDE] by January 28 of the following year . . .”.

33. Respondents did not submit an annual total cumulative flow report in 2019, 2020, or 2021 by January 28 of the respective years. On March 13, 2023, Maryland Manor provided the total cumulative flow for 2020, 2021 and 2022.
34. Respondents’ failure to timely submit annual total cumulative flow reports is a violation of the Permits and Sections 301 and 402 of the CWA, 33 U.S.C. §§ 1311 and 1342 from 2019 to 2021.

### **Count 3**

#### **Non-Operational and Malfunctioning Equipment and Infrastructure**

35. The allegations in the preceding paragraphs are incorporated by reference.
36. General conditions of the Permits require the WWTP to “be operated efficiently to minimize upsets and discharges of excessive pollutants.” Permit Part III.B.3(a).
37. During its March 22, 2016 Inspection, MDE observed that the sand filters were in a state of disrepair and were being bypassed. Bar screens and tertiary filters were also bypassed. Similarly, on January 16, 2020, MDE observed that the sand filters were not in service.
38. In Maryland Manor’s January 2022 Response to the October 2021 Information Request, it explained that the onsite filtration system is bypassed and is not used in the current treatment process. It was bypassed before the current operator SOS began operations (at least several years).
39. Maryland Manor reported that sand filters and tertiary filters are not in use, but the bar screen was fixed and upgraded in July 2020.
40. The Prostart operator reported a blower malfunction in October 2019. The blower malfunction was fixed shortly after it occurred, on or about October 4, 2019. In response to EPA’s July 2020 Information Request, Maryland Manor added that the blower malfunction caused the clarifier air lift to stop returning settled solids to aeration.
41. During MDE’s January 16, 2020 inspection, the MDE inspector observed that, “the wooden steps to access the composite sampler are broken and rotted. The composite sampler was not accessible to review the setup configuration.” On March 13, 2023, Maryland Manor stated that it purchased a new composite sampler and installed it in

April 2022, and that they were working on replacing the steps to access the sampler.

42. In its January 16, 2020 Inspection, MDE observed scum and sludge materials floating on the chlorination tank and discoloration of water.
43. In its March 22, 2016 Inspection, MDE observed that there were high solids levels in the clarifier. The WWTP was unable to meet the solids wasting demand due to a volume limitation at the approved discharge site, and at the time, the WWTP could not pump and haul the waste. In addition, influent hydraulic loading was uncontrolled.
44. In December 2019, the contract operator Prostart reported that the WWTP was unable to waste solids from the system because it had not established a Sewage Sludge Utilization permit. This permit was not finalized until late January 2020.
45. Maryland Manor installed a new sludge holding tank in April 2020, increasing capacity to 10,000 gallons to improve wasting capabilities. Additionally, hauling frequency was increased to allow the system to handle the sludge generation of the process adequately.
46. Maryland Manor installed a larger influent screener box in April 2020 to manage buildup coming from the pump station. Maryland Manor believes the influent screen has reduced the likelihood of clogs from occurring.
47. Maryland Manor installed a new influent pump in April 2022. The new pump has been regularly inspected and cleaned to prevent clogging.
48. Maryland Manor bypassed an unused chlorine contact tank in April 2020, relying on UV disinfection instead, and rendering the tank unnecessary to avoid the potential for building occurring near the outfall.
49. Maryland Manor installed a new effluent meter with a magnetic flow meter in May 2023.
50. Respondents' failure to operate efficiently and minimize upsets and discharges of excessive pollutants by fixing non-operational or malfunctioning equipment and infrastructure from at least March 22, 2016 to present is a violation of the Permits and Sections 301 and 402 of the CWA, 33 U.S.C. §§ 1311 and 1342.

#### **IV. COMPLIANCE ORDER**

AND NOW, pursuant to Section 309(a) of the Act, 33 U.S.C. 33 U.S.C. § 1319(a), Respondents are hereby ORDERED to do the following:

51. **Operations and Maintenance:** Within 30 days of the Effective Date of this Order, submit to EPA for review and comment an Operations and Maintenance ("O&M") Manual for the

WWTP that includes the following elements:

- a. Design Concept of the WWTP;
  - b. Standard Operating Procedures for items including but not limited to:
    - i. Wasting Operation and Techniques;
    - ii. Cleaning the UV disinfection system;
    - iii. Sludge hauling frequency; and
    - iv. Calibration of equipment.
  - c. Schedules for Wasting Sludge;
  - d. Emergency Preparedness measures; and
  - e. Training schedules with recordkeeping of training attendees.
  - f. **Preventative Maintenance Plan** (“PMP”) that includes regular inspections of equipment at the plant geared to proactively identify any equipment that needs to be repaired or replaced. This PMP will detail the specific preventative maintenance requirements for each primary treatment, secondary treatment, and disinfection process or other equipment critical for optimal plant operation. As part of the preventative maintenance for each treatment process, include daily, weekly, or monthly schedules to be followed by the plant operator that prescribe Preventative Maintenance procedures, including, at a minimum, calibration, lubrication, cleaning and replacement of equipment, and wasting schedules. Each item identified in the Corrective Action Plan (described below) shall have a corresponding preventative action described in the PMP. The PMP shall also include a process for regularly inspecting and correcting any issues identified at the outfall for any prohibited characteristics which may be present due to the facility’s discharges.
52. EPA will review the O&M Manual and PMP and make a determination of completeness. Upon a determination of completeness as provided in writing by EPA to the Respondents, Respondents will begin implementation of the O&M Manual and PMP.
53. **Engineering Evaluation:** Within 60 days of the Effective Date of this Order, the Respondents shall provide to EPA for review an **Engineering Evaluation** of the WWTP. The Engineering Evaluation must be completed by a certified Professional Engineer. This evaluation must include an analysis of the cause of Permit effluent limitation violations, and responsive recommendations to comply with the Permit effluent limitations and monitoring requirements, including any and all repairs and upgrades to the WWTP that are needed to achieve compliance with the Permit effluent limitations and monitoring requirements.
54. EPA will review the Engineering Evaluation and make a determination of completeness. If EPA determines that the Engineering Evaluation is not complete or adequate, EPA shall notify Respondents in writing and Respondents shall resubmit an updated Engineering Evaluation within 30 of Respondents’ receipt of EPA’s notice.



55. **Corrective Action Plan:** Within 30 days of receiving written notification of EPA’s determination of completeness for Engineering Evaluation, the Respondents shall provide to EPA for review a **Corrective Action Plan** (“CAP”), which meets the requirements set forth below in this Order. The CAP shall include, at a minimum, plans and a schedule for implementing corrective actions to address the following:

- i. A plan and schedule for implementing corrective actions to address effluent violations for the following parameters: 1) BOD; 2) pH; 3) TSS; 4) *E. coli* and 4) DO.
- ii. **Repair and Replacement:** A plan and schedule for repairing and upgrading parts of the WWTP in accordance with, the following deadlines which were established during the show cause meeting conducted in March 2023:

**Table 2: Repair and Replacement Schedule**

<b>Component</b>	<b>Deadline</b>
Fix the steps to access the composite sampler	Completed prior to February 28, 2023
Implementation of decanter for the sludge tank to mitigate hauling of effluent while keeping the pumping and hauling to sludge only.	Completed on July 20, 2023
Effluent Meter Upgrade	Completed May 26, 2023
Influent Screening Upgrades	October 31, 2023
Assessment of tank structural integrity: test tank function.	Evaluated February 28, 2023
Pump Station Control Panel upgrade	December 1, 2024

- iii. **Repair and Replacement Completion Notifications:** For each item identified in Table 2, Respondents shall submit to EPA for review a notification of completion of such replace and/or replacement within 10 days of completion. Each notification of completion shall include sufficient information to document compliance with this Order.

56. **CAP Review:** After review of the CAP:

- a. EPA will in writing: (a) accept the submission; (b) accept the submission upon specified conditions; (c) accept part of the submission and request resubmission of the remainder; or (d) request a new submission.
- b. If the submission is accepted, Respondents shall take all actions required by the CAP, in accordance with the schedule and requirements of the CAP, as approved.

If the CAP is conditionally accepted or accepted only in part, Respondents shall, upon written direction from EPA, take all actions required by the accepted CAP that EPA determines are technically severable from any unacceptable portions.

- c. If the CAP is unacceptable in whole or in part, Respondents shall, within 15 days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the CAP, or any unacceptable portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is accepted in whole or in part, Respondents shall proceed in accordance with the preceding Paragraph.

**57. CAP Deadlines and Notification:**

- a. No later than 10 days from EPA's acceptance of the CAP, Respondents shall submit to EPA for review a list of deadlines included in the CAP. The list shall be submitted in an electronic format (e.g., unlocked spreadsheet or similar format agreed to by the Parties). Within 10 days of modification of any deadline under the CAP, Respondents shall provide an updated list reflecting changes to the future schedule.
- b. Respondents shall submit a notice to EPA within 10 days of completing a scheduled event in the CAP until all work as identified in and required by the CAP has been completed.

**58. Wastewater Capacity and Flow Reporting:** Comply with the terms of any applicable NPDES Permit for the WWTP to timely submit annual total cumulative flow reports and Wastewater Capacity Management Plans as applicable and submit directly to EPA.

**59. Quarterly Progress Reports:** Submit within 10 days of the end of each calendar quarter (December 31, March 31, June 30, September 30) a quarterly progress report that includes:

- a. A description of any effluent limit exceedances, and for each, its cause, and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance;
- b. Preventative maintenance measures taken to prevent effluent exceedances and/or unauthorized discharges;
- c. Any repairs, rehabilitation or upgrades to the WWTP;
- d. Updates, if any, on efforts to connect to the Anne Arundel County municipal wastewater system.

**V. PROCEDURES FOR SUBMISSIONS**

60. Respondents shall include with all documents required to be submitted by this Order and any Request for Termination a certification signed by a responsible officer, as

defined in 40 C.F.R. § 122.22, that reads as follows:

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

61. Any submission or communication relating to this Order shall be submitted via electronic transmission) to:

Kaitlin McLaughlin (3ED32)  
Enforcement and Compliance Assurance Division  
U.S. EPA, Region 3  
Philadelphia, PA 19103  
Mclaughlin.kaitlin@epa.gov

and

Aviva Reinfeld (3RC40)  
Assistant Regional Counsel  
U.S. EPA, Region 3  
Philadelphia, PA 19103  
reinfeld.aviva@epa.gov; and  
R3\_ORC\_mailbox@epa.gov [sent with subject line attn: Aviva Reinfeld, Dkt. No. CWA-03-2024-0008DN]

62. For each submission required pursuant to this Order, EPA may review the submission and provide comments. If EPA comments on a submission, Respondents agrees to respond in writing within 30 calendar days.

63. Respondents may assert a business confidentiality claim covering part or all of the information which this Order requires it to submit to EPA, but only to the extent and only in the manner described in Part 2 Subpart B of Title 40 of the C.F.R. The EPA will disclose information submitted under a confidentiality claim only as provided in Part 2

Subpart B of Title 40 of the C.F.R. If Respondents do not assert a confidentiality claim, EPA may make the submitted information available to the public without further notice to Respondents.

## **VI. GENERAL PROVISIONS**

64. The intent of this Order is to address the violations described herein. EPA reserves the right to commence action against any person, including Respondents, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment.
65. EPA reserves any existing rights and remedies available to it under the CWA, 33 U.S.C. Chapter 26, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction. Further, EPA reserves any rights and remedies available to it under the CWA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provision of this Order, following its Effective Date (as defined below).
66. This Order does not constitute a waiver or modification of the terms or conditions of the Respondent's Permits. Compliance with the terms and conditions of this Order does not relieve Respondents of their obligations to comply with any applicable federal, state, or local law, regulation or permit.
67. EPA reserves all existing inspection authority otherwise available to EPA pursuant to Section 308 of the CWA, 33 U.S.C. § 1318, or pursuant to any other statute or law.
68. Respondents waive any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondents may have with respect to any issue of fact or law set forth in this Order, including any right of judicial review pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.
69. For the purpose of this proceeding only, Respondents admit each jurisdictional allegation set forth in this Order and agrees not to contest the jurisdiction of EPA with respect to the execution or enforcement of this Order.
70. Respondents shall bear their own costs and attorney's fees in connection with this Order.
71. By signing this Order, Respondents acknowledge that this Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Order does not contain any confidential business information or personally identifiable information from Respondents.
72. Respondents certify that any information or representation they have supplied or made to EPA concerning this matter at the time of submission was, true, accurate, and

complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondents to the EPA regarding matters relevant to this Order, including information about Respondents' ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have, civil or criminal, under law or equity in such event. Respondents and their officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

73. This Order shall apply to and be binding upon the Respondents and their successors and assigns. By his or her signature below, the person or persons who sign this Order on behalf of Respondents are acknowledging that they are fully authorized by the Respondents to execute this Order and to legally bind Respondents to the terms and conditions of this Order.

#### **VII. TAX IDENTIFICATION**

74. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Section IV (Compliance Order), Section V (Procedures for Submissions) and Section VIII (Certification of Compliance and Request for Termination of Order) is restitution, remediation, or required to come into compliance with the law.

#### **VIII. CERTIFICATION OF COMPLIANCE AND REQUEST FOR TERMINATION OF ORDER**

75. The provisions of this Order shall be deemed satisfied when Respondents receive written notice from EPA that Respondents have demonstrated, to the satisfaction of EPA, that the terms of this Order have been satisfactorily completed and the written notice will state that this Order is terminated.
76. Respondents may submit to EPA a Certification of Compliance and Request for Termination of this Order, including documentation to demonstrate that they have met all requirements of this Order. If, following review of any Certification of Compliance and Request for Termination of this Order, EPA agrees that Respondents have adequately complied with all requirements of this Order, EPA shall provide written notification of termination of this Order, as described in the above preceding paragraph.
77. EPA reserves the right to unilaterally terminate this Order in its unreviewable discretion.

### **IX. MODIFICATIONS**

78. Any request to modify the terms of, or parties to, this Order shall be submitted, in writing, by the Respondents to EPA and shall be subject to review and approval by EPA, in its sole and unreviewable discretion. Respondents' submission of a written request for modification of this Order shall not relieve Respondents of any obligation under this Order and shall have no effect on EPA's statutory or regulatory authority to enforce the terms of this Order, in its sole and unreviewable discretion.

### **X. CHANGE OF OWNERSHIP OR OPERATION OF THE WWTP**

79. At least 90 days prior to any transfer of ownership or operation of the WWTP, Respondents shall submit a written notification to EPA of any such anticipated change in ownership or operation which shall include, at a minimum, a detailed summary of the anticipated change in ownership or operation, contact information for the proposed new owner or operator of the WWTP and a schedule for such anticipated change.

80. Respondents shall condition any sale or transfer of ownership or operation of the WWTP, in whole or in part, upon the execution by such Prospective Third-Party Purchaser, or Transferee, of an agreement, which creates an obligation that shall survive the close of such sale or transfer of the WWTP, whereby:

- a. Such Prospective Third-Party Purchaser or Transferee agrees to comply with and be bound by the terms of this Order; or
- b. Such Prospective Third-Party Purchaser or Transferee agrees to provide Respondents (or Respondents' contractors) unlimited access to the WWTP to complete any and all outstanding obligations that remain in this Order in Section IV (Compliance).

81. Until or unless this Order is modified or terminated, in accordance with the terms of this Order, or until a Transferee assumes responsibility upon written agreement of the parties, Respondents shall remain responsible for compliance with the terms of this Order following any transfer of ownership or operation of the WWTP.

### **XI. EXTENSION OF TIME REQUEST BASED ON FORCE MAJEURE EVENT**

82. "Force Majeure Event," for purposes of this Order, is defined as any event arising from causes beyond the control of either Respondents, of any entity controlled by either Respondent or any contractor of either Respondents, that delays or prevents the performance of any obligation under this Order subsequent to Respondents exercising best efforts to fulfill the obligation(s) at issue. The requirement that Respondents exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any Force Majeure Event and best efforts to address the effects of any such event: (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay. Unanticipated or increased costs or expenses associated with the performance of

Respondents' obligations under this Order or Respondents' financial inability to perform any obligation under this Order shall not constitute circumstances beyond Respondents' control nor serve as the basis for an extension of time under this Order.

83. If at any time during the implementation of this Order, any Force Majeure Event occurs that may delay the performance of any obligation under this Order, including implementation of an EPA-approved plan or schedule, Respondents shall, within 7 calendar days of determining that such event may delay the performance of such obligation, provide to EPA a written request for an extension of time to comply with any such obligation (Force Majeure Extension of Time Request). Such Extension of Time Request shall include, at a minimum, the following information for each specific obligation(s) for which an extension of time is sought.
- a. The specific obligation(s) for which an extension of time is sought, including each applicable deadline.
  - b. A detailed explanation and description of the Force Majeure Event at issue and the reasons for the requested extension of time, including all supporting documentation.
  - c. The amount of time for which an extension of time is sought.
  - d. A detailed description of all actions taken to prevent or minimize the amount of time for which an extension of time is sought, including a detailed description of each Respondent's best efforts to fulfill the obligation.
  - e. A detailed description, including a schedule for implementation, of all actions to be taken to prevent or mitigate the amount of time for which an extension is sought and the effect of any delay on any other obligation pursuant to this Order.
  - f. A statement as to whether, in the opinion of each Respondent, the Force Majeure Event at issue may cause or contribute to an endangerment to public health, welfare, or the environment.
84. Respondents shall be deemed to know of the occurrence of, or reasonable likelihood of an occurrence of, any circumstance or event that may delay the performance of any obligation under this Order of which either Respondents, any entity controlled by either Respondents, or any contractor of either Respondents knew or reasonably should have known.
85. Any Force Majeure Extension of Time Request shall be submitted in accordance with this Order and EPA may, in its unreviewable discretion, approve or disapprove any Extension of Time Request.
86. EPA's approval, including conditional approval, of any Force Majeure Extension of Time Request shall not, of itself extend the time for performance of any other obligation not explicitly addressed in such approval.
87. Failure to comply with the above requirements may preclude Respondents from asserting any claim of Force Majeure or other related defense for non-compliance with

the terms of this Order for the time period such non-compliance is related to a reportable event.

**XII. EFFECTIVE DATE**

88. This ORDER is effective after receipt by Respondents, or Respondents' counsel, of a fully executed document.



**AGREED TO FOR THE RESPONDENTS:**

**HORIZON LAND MANAGEMENT, LLC,**  
a Maryland limited liability company

Date: 11.14.2023


By:   
Name: Andrew Odabashian  
Title: President

**MARYLAND MANOR MHC, LLC,**  
a Maryland limited liability company

By: HORIZON MH COMMUNITIES FUND I, LP,  
a Delaware limited liability company,  
its Sole Member

By: Horizon MH Fund I GP, LLC,  
a Delaware limited liability company,  
its General Partner

Date: 11.14.2023

By:   
Name: Andrew R. Odabashian  
Title: Vice President

**SO ORDERED:**

---

*[digitally signed and dated]*

Karen Melvin

Director, Enforcement & Compliance Assurance Division

U.S. EPA Region 3

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 3  
Philadelphia, Pennsylvania 19103**

In the Matter of: :  
: **ADMINISTRATIVE ORDER**  
Maryland Manor MHC, LLC : **ON CONSENT PURSUANT TO**  
4264 Sands Road : **33. U.S.C. § 1319(a)**  
Harwood, MD 20776 :  
: Dkt. No. CWA-03-2024-0008DN  
and :  
:   
Horizon Land Management, LLC :  
2151 Priest Bridge Drive, Suite 7 :  
Crofton, MD 21114 :  
:   
Respondents. :

**CERTIFICATE OF SERVICE**

I certify that the foregoing Administrative Order on Consent was filed with the EPA Region 3 Regional Hearing Clerk on the date that has been electronically stamped on the Administrative Order on Consent. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing Administrative Order on Consent to each of the following persons, in the manner specified below, at the following addresses:

Copies served **via UPS** and email to:

Andrew Odabashian  
Maryland Manor MHC, LLC  
Horizon Land Management, LLC  
2151 Priest Bridge Drive, Suite 7  
Crofton, MD 21114  
[dodabashian@horizonlandco.com](mailto:dodabashian@horizonlandco.com)

Robert Tyson, Esq.  
Bond, Schoeneck & King PLLC  
One Lincoln Center  
110 West Fayette St.  
Syracuse, NY 13202-1355  
[tysonr@BSK.com](mailto:tysonr@BSK.com)

Copies served via email to:

Kaitlin McLaughlin  
Enforcement & Compliance Assurance Division  
U.S. EPA, Region 3  
[Mclaughlin.kaitlin@epa.gov](mailto:Mclaughlin.kaitlin@epa.gov)

Aviva H. Reinfeld, Esq.  
Assistant Regional Counsel  
U.S. EPA, Region 3  
[Reinfeld.aviva@epa.gov](mailto:Reinfeld.aviva@epa.gov)

---

[Digital Signature and Date]  
Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 3