IREDELL COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
PAGE 1: *APPLICATION FORM*

Application For:

( ) Septic Improvement Permit (X) New Well Permit (X) Authorization to Construct ( ) Well Repair Permit ( ) Existing System Inspection ( ) Well Abandonment (X) Septic System Repair

THE ABOVE PERMIT DOCUMENTS WILL BECOME INVALID IF INFORMATION PROVIDED ON THIS APPLICATION IS FALSIFIED OR CHANGED, OR IF THE SITE IS ALTERED. THE IMPROVEMENT PERMIT IS VALID FOR EITHER 60 MONTHS OR WITHOUT EXPIRATION DEPENDING UPON DOCUMENTATION SUBMITTED APPLICATION WITH SITE PLAN 60 MONTHS, APPLICATION WITH COMPLETE, SCALED PLAT WITHOUT EXPIRATION. SEE 15A NCAC 18A .1937(f) FOR DETAILS.

Page 2: *Site Plan Worksheet* form MUST accompany this application

The following optional attachments may also be submitted:
Place an (X) beside whichever is submitted if applicable

(X) Survey Plat, scaled no more than 1 inch = 60 feet
( ) Custom Site Plan, scaled no more than 1 inch = 60 feet

Applicant Information:

Applicant Name: Bruce + Dana Mathers **Address:** 122 Rockabill Ln. Mooresville NC 28117 **Phone:** _____

Owner Name: _____ **Address:** _____ **Phone:** _____

Property Information:

Street Address: 122 Rockabill Ln

Subdivision Name: CL+T **Section/Phase:** 8 **Lot Number:** 130

Driving Directions: BSR, TR McKendree, TL Kemp, TL Rockabill, End

Site Development Information: *(check or complete ALL that apply)*

( ) New Single Family Residence
( ) New Multi-Family Residence
( ) Accessory Building
(X) Bedroom(s) Addition

Maximum Number of Bedrooms: 4
Maximum Number of Occupants: _____
( ) Swimming Pool
( ) Other Addition/Structure: _____

(X) Crawl Space Foundation
( ) Concrete Slab Foundation
( ) Basement with Plumbing
( ) Basement without Plumbing

Non-Residential Site Development:

Type of Business: _____
Square Footage of Building: _____
Maximum Number of Employee: _____
Maximum Number of Seats/Beds/Other: _____

Water Supply:

( ) New Well (X) Existing Well ( ) Community Well ( ) City Water ( ) Other Public Water

Desired Septic System Type: *(you may rank in order of preference)* **Year existing system installed:** _____

( ) No Preference ( ) Alternative ( ) Conventional ( ) Innovative (X) Modified Conventional ( ) Other: _____

Please answer the following to the best of your ability:

( ) Yes (X) No Does the site contain any jurisdictional wetlands?
( ) Yes (X) No Is any non-domestic sewage (i.e. industrial) to be generated?
( ) Yes (X) No Is the site subject to approval by any other public agency?

I have read this application and certify that the information provided herein is true, complete, and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed.

Signature: _____
Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

8/7/2013
DATE

IREDELL COUNTY HEATLH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
PAGE 2: *SITE PLAN WORKSHEET*

SEE THE "SAMPLE SITE PLAN" BELOW. *INCOMPLETE SITE PLANS WILL BE RETURNED TO YOU FOR COMPLETION AND MAY RESULT IN A DELAY IN THE ISSUANCE OF YOUR SEPTIC SYSTEM PERMIT!!!*

Place an (X) beside each item as you complete the site plan:

_____ Property Line measurements are clearly identified...
_____ All proposed structures are indicated...
SHOW: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site
_____ Front and side setbacks from property line...
_____ Preferred driveway location and configuration, preferred well location...
_____ Area you prefer your septic system to be placed...
_____ North arrow, or other sufficient indicator of direction...

Circle N/A on the following if appropriate:

_____ Location of septic systems and wells within 100' of your property... N/A
_____ Location of easements and rights of ways on your property... N/A
_____ Location of any designated wetlands on the property... N/A

Signature: _____ 8/7/2013
REQUIRED property owner or owner's legal representative signature. DATE

USE THIS SPACE TO DRAW YOUR SITE PLAN

See attached plan

DAS DON ALLEN & ASSOCIATES, P. A.
"Since 1971"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
111-D Raceway Drive * Mooresville * NC * 28117
(704) 664-7029 (704) 664-8041 Fax

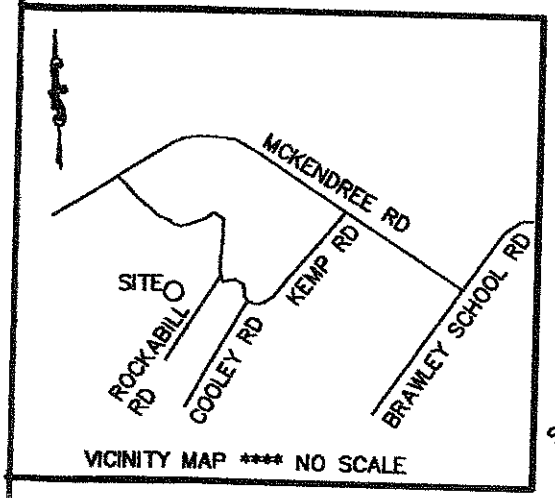
I, certify that this map was drawn under my supervision from an actual survey made under my supervision recorded in deed book 2215, page 231, and/or plat book 15, page 30, that the ratio of precision is 1':10,000, that this map was prepared in accordance with the General Statutes of North Carolina Chapter 89C.

my hand and seal on the 29, day of JULY, A.D. 20 13

WILLIAM M. ALLEN, JR.

NORTH CAROLINA PROFESSIONAL SEAL L3499 LAND SURVEYOR WILLIAM M. ALLEN

Scale
1"=40'



VICINITY MAP **** NO SCALE

LAKE NORMAN

S 62°43'00" W 75.68'
N 77°24'00" W 49.03'
N 36°07'00" W 49.17'
S 40°46'00" W 56.39'
S 28°17'00" W 102.84'
N 14°52'00" E 50.99'
N 13°46'00" E 50.80'
N 15°12'00" E 39.66'
N 11°28'34" W 70.24'
S 02°06'18" E 139.81'
N 75°45'00" E 209.31' TOT.
178.02'

LOT 130
1.13 AC.

LOT 129
JO ANNE BUTLER WATTS
1946/215
15/42

LOT 131
MICHAEL DELEHANTY

86.4'
48.4'
50' FROM THE 760 CONTOUR
760' CONTOUR LINE PER ACTUAL FIELD SURVEY
761' CONTOUR LINE PER ACTUAL FIELD SURVEY
BLUE 7
WHITE 3
ORANGE 2
WHITE 1
FIRE 6
FIRE PIT
PAVERS
WELL HEAD
16.4' DECK
SCREEN PORCH 30.5'
A/C PADS ELEV.= 762.61'
FF = 763.68' 1 1/2 STORY FRAME COMP. ROOF
PORCH
EXISTING #6 REBAR
Proposed Addition
763.26'
EX. ST
EX. Bed
PAVED DRIVE
OVERHEAD POWER
FF = 764.81' 1 1/2 STORY FRAME GARAGE COMP. ROOF 26.3' x 26.3'
check valve
CVB
PT
WHITE 4
ORANGE 5
64.0'
56.8'
35'
Ø31.29
EXISTING #4 REBAR
proposed New Well
BENT #6 REBAR FOUND OFF LINE
PB. 15 PG. 30
LAKE NORMAN

NOTES

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

Sheet ____ *of* ____
PROPERTY ID #: _____
COUNTY: _____

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: _Dana Mathers_____
ADDRESS: _____ APPLICATION DATE_____
PROPOSED FACILITY: 4 bedroom_____ PROPOSED DESIGN FLOW (.1949): _4890 GPD_____ DATE EVALUATED: _____
LOCATION OF SITE: _122 Rockabill Ln____CLT Sec. 8__Lot 130_____ PROPERTY SIZE: _____
WATER SUPPLY: ☒ Private ☐ Public ☒ Well ☐ Spring ☐ Other _____ PROPERTY RECORDED: _____
EVALUATION METHOD: ☒ Auger Boring ☐ Pit ☐ Cut TYPE OF WASTEWATER: ☒ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941)		OTHER PROFILE FACTORS				PROFILE CLASS & LTAR
			.1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	.1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	
1	LS 2%	0-32	R C SBK	FR SS SP		48"			PS 0.3
		32-48	R CL WSBK	FR SS SP					
2	LS 3%	0-28	R C SBK	FR SS SP		48"	F-C SAP		PS 0.3
		28-48	R CL WSBK	FR SS SP					
3	LS 3%	0-9	FILL			48"			PS 0.3
		9-48	R C SBK	FR SS SP					
4	LS 2%	0-48	R C SBK	FR SS SP		48"			PS 0.3

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	540 ft2	408 ft2 (1 bdrm)
System Type(s)	PPBPS	25% Reduction
Site LTAR	0.3	0.3

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): _____

EVALUATED BY: _M A & Associates_____
OTHER(S) PRESENT: _____

COMMENTS: _____

SOIL/SITE EVALUATION

(Continuation Sheet)

Sheet ____ of ____

DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

PROPERTY ID #: _____
DATE OF EVALUATION: _____
COUNTY: _____

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS & LTAR
5	LS 2%	0-46	R C SBK	FR SS SP		48"			PS 0.3
		46-48	R CL WSBK	FR SS SP					
6	LS 2%	0-4	Br CL WSBK	FR SS SP		48"			PS 0.3
		4-23	R C SBK	FR SS SP					
		23-48	R CL WSBK	FR SS SP					

Iredell County
Planning & Enforcement
349 N. Center St. PO Box 788
Statesville, NC 28687
704-878-3113

Zoning Permit

Permit Number: 180055ZO

Printed: 7/22/2013

Master #: 180055

Associated Permits:
180055ZO Zoning

Applicant

Name: Michael Athanas
Address: 1999 Candlewick Dr
Fort Mills, SC 29715
Phone: 803-802-4402

Parcel

Parcel Number: 4626250531.000
Address: 122 ROCKABILL LN
Mooresville, NC 28117
Subdivision: Crescent Land & Timber Corp
Zoning: RR
Township: 1700
Area: 1.171
Lot(s): 130
Directions to Parcel: Brawley School Rd, right Kemp, left Rockabill, house on right

Owners

Name: BRUCE & DANA MATHER
Address: 122 ROCKABILL LN
MOORESVILLE, NC 28117

Contractors

Contractor Type:
Name: Michael Athanas
Address: 1999 Candlewick Dr
Fort Mills, SC 29715
Phone: 803-802-4402

Fees and Receipts:

Number	Description	Amount
FEE-291507-07	Zoning - Permit Application	$75.00
FEE-291508-07	Technology Fee - Planning	$2.25
FEE-291512-07	Environmental Health - Gravity - Fast Track	$350.00

07-22-13
pd $350.00 @ Ste
Rec'd 08-07-13



MICHAEL ATHANAS & ASSOCIATES
LICENSED SOIL SCIENTIST
1999 CANDLEWICK DRIVE
FORT MILL, S.C. 29715
803-802-4403 (office)
803-802-4402 (fax)

Reference: Data Sheet for 122 Rockabill Ln., Mooresville, NC
House Footprint: See Attached
Building Setbacks: 35' front, 15' sides, 50' lake
Water Source: Private well
Number of Bedrooms: 4/480 GPD
Proposed LTAR: 0.3 GPD/FT2
Proposed System Type: PPBPS
Proposed Repair System Type: Pretreatment 25% Reduction
Distribution: Low pressure-CVB
Flow per Hole: 0.59 GPM
Hole Size & Material: 3/16"
System Flow: 34.81 GPM
Dosing Volume: 212.4 gallons
Pump Run Time: 6.1 minutes
Elevation Head: 4.1'
Friction Head: 2.2'
Pressure Head: 2'
Total Dynamic Head: 8.3'
Supply Line Length: 90'
Septic/Pump Tank Size: 1000/1000 gallons
Proposed Trench Bottom: 36"
Proposed Trench Width: 24" (8' on center)

Line	Design Length	Actual Length	Elevation
White 1	**55' (12 panels)**	**60'**	**6.0'**
Orange 2	**55' (12 panels)**	**60'**	**6.9'**
White 3	**57' (13 panels)**	**62'**	**7.5'**
White 4	**50' (11 panels)**	**52'**	**5.3'**
Orange 5	**50' (11 panels)**	**50'**	**5.7'**
Pink 6		78'	7.6'
Blue 7		58'	7.7'

Initial System: 270' **Repair System:** 136'

Pump Tank: 4.4' **House Corner:** 5.4' **Benchmark:** 7.7'

Comments:

Currently, the existing 3 bedroom system has failed multiple times and has been brought to the attention of Iredell County and a field visit was made by the health dept. This lot was permitted prior to 1983 and the current permit could not be located by the health dept. We are proposing to repair the existing system and add one additional bedroom to the septic design for future expansion of the house. We have laid out 136' of pretreatment 25 % reduction repair area. Due to the existing systems depth, we were able to only find a small portion of the edge of the system. The location of the existing system on the map is an approximation. There is a proposed new well location shown on the map. This well will be installed at a later date, until then, the current well will continue to be used. The supply line will "tee" to 2 CVB's. A check valve should be placed at the "tee" to keep the effluent from the upper CVB from flowing to the lower CVB. The existing septic tank should be pumped, crushed, and filled.

STATE OF NORTH CAROLINA

COUNTY OF Iredell

INSPECTION AND MAINTENANCE

THIS AGREEMENT is made and entered into this 07 day of January 2014, by and between Bruce & Dana Mathes (hereinafter the "Owner") and Richard Abernathy Grading & Septic, Inc. (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Owner owns or controls the property upon which a ground absorption sewage treatment system (hereinafter "system") is installed, such system being designated a Type IV system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Admin. Code 18A.1900 et seq.; and

WHEREAS, 15A N.C. Admin. Code 18A.1961 requires a contract to be executed between the system owner and a management entity prior to the issuance of an Operation Permit for said system; and

WHEREAS, 15A N.C. Admin. Code 18A.1961 requires that a condition of the Operation Permit for said system be that a properly executed contract between the system owner and a management entity shall be in effect for as long as the system is in use; and

WHEREAS, the Contractor is a management entity of a type authorized by 15A N.C. Admin. Code 18A.1961 to manage a Type IV system.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises contained in this Agreement, it is hereby agreed by and between the Owner and the Contractor as stipulated below.

1. The Contractor's Obligations. The Contractor shall perform the following services on the Owner's system located at 122 Kokatee Lane Mooresville N.C. 28117

a. The Contractor shall inspect the system at least at the frequency required in Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.

b. The Contractor shall perform the following routine maintenance procedures in accordance with the conditions of the Operation Permit:

(1) [from operation permit]
(2)
(3)

c. The Contractor shall report the results of its inspections to the local health department at the frequency specified in Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.

Richard Abernathy 704 664 6509 p.2

d. If an inspection indicates the need for system repairs, the Contractor shall notify the local health department within 48 hours of the inspection.

e. The Contractor shall notify the Owner of needed repairs which are outside of the scope of routine maintenance described in subparagraph (b) above. The Contractor shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment therefor at the Contractor's normal charge for services and materials.

f. The Contractor shall employ or shall contract with a certified operator(s) if required by Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.

g. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 48 hours after receipt of such request.

2. The Owner's Obligations.

a. The Owner shall pay to the Contractor the sum of $350.00 per year for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon sixty (60) days advance notice to the Owner but may not be increased more than 5 percent per year. The Owner shall pay to the Contractor his normal and customary fees for any work performed on the system as a result of nonscheduled service or maintenance calls. All fees are due and payable within thirty (30) days of billing. Payments due to the Contractor and unpaid by the Owner after thirty (30) days shall accrue interest from the due date until paid at a rate of 1.5 percent per month.

b. Within 30 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above, the Owner shall request the Contractor to complete needed repairs or shall provide to the Contractor evidence that the needed repairs were satisfactorily completed by another entity.

c. The Owner shall provide the Contractor with such access to the system as is reasonably necessary for the Contractor to comply with the terms of this Agreement.

3. Term. This Agreement shall remain in effect until terminated.

a. Automatic Termination.
This agreement shall automatically terminate if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for taking an appeal has passed.

b. Termination by Mutual Consent.
The Parties may mutually agree to terminate this Agreement by giving written notice of termination by mutual consent to the local health department thirty (30) days in advance of the date of termination.

c. Termination by the Owner.
The Owner may terminate this Agreement by giving notice to the Contractor and to the local health department thirty (30) days in advance of the date of termination.

d. Termination by the Contractor.

(1) The Contractor may terminate this Agreement for cause by giving written notice of intent to terminate this Agreement to the Owner and to the local health department thirty (30) days in advance of the date of termination. Cause shall be defined as:

(a) failure to remit payment for any bill for services performed under and in accordance with this Agreement if said bill is not paid within thirty (30) days of receipt by the Owner of the bill. If said bill is paid after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect; or

(b) failure of the Owner to provide to the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity within 30 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above. If said authorization to complete needed repairs or evidence of completion of said repairs is provided after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect;

(c) failure of the Owner to allow the Contractor such access to the system as is reasonably necessary in order for the Contractor to comply with the terms of this Agreement.

(2) The Contractor may not terminate this Agreement without cause, but may assign its rights and duties under this Agreement as provided in paragraph 4, below.

4. Assignment.

a. Assignment by the Owner. The Owner shall notify the Contractor of the name and address of any purchaser of the property on which the system is located. The Owner shall also notify any purchaser of the property on which the system is located of the existence of this Agreement and shall assign all rights and duties under this Agreement to said purchaser.

b. Assignment by the Contractor. The Contractor may assign its rights and duties under this Agreement to another management entity which is qualified pursuant to 15A N.C. Admin. Code 18A.1961 to manage a Type

IV system upon thirty (30) days written notice to the Owner and to the local health department.

5. Use of Subcontractors. The Contractor may subcontract with such manufacturers, suppliers and contractors as it deems desirable to perform any of the Contractor's duties under this Agreement. The Contractor shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.

6. Representations. The Parties represent to each other that each has the power, authority and legal right to enter into and perform its obligations as set forth in this Agreement.

7. Regulatory Amendments. References in this Agreement to sections of the Administrative Code shall include such rules as they may be amended in the future.

8. No Implied Waiver. The waiver by either Party of a default or a breach by the other Party of any provision of this Agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach. The failure at any time of either Party to enforce any provision of this Agreement (a) shall not be construed to be a waiver of such provisions, or of any other provision; and (b) shall not in any way affect the validity of this Agreement, or any part of this Agreement, or the right of either Party thereafter to enforce each and every provision of this Agreement.

9. Notice. Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid to the Party to be notified and addressed as follows:

To the Owner:
Bruce & Dana Mather
122 Rockahill Lane Mooresville, N.C. 281

To the Contractor:
Richard Abernathy Grading & Septic Inc.
1491 Mt. Ulla Hwy. Mt. Ulla, N.C. 28125

To the Local Health Department:
Iredell County Health Department

The date of any Notice shall be the date of personal delivery or the date shown on the return receipt as the date of delivery or attempted delivery, as the case may be. Changes in the respective addresses to which notice may be directed may be made from time to time by either Party by notice to the other party.

10. Place of Agreement. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State

of North Carolina, notwithstanding the place of execution, or the order in which the signatures of the Parties are affixed.

11. Entire Agreement and Amendment. This Agreement supersedes all prior negotiations, agreements and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement between the Parties with respect to the subject matter hereof. To be effective, any amendment or modification to this Agreement must be in writing and must be signed by the Parties.

12. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected in this Agreement, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Agreement in duplicate originals, one of which is retained by each of the Parties, the day and year first above written.

(Owner)

Attest:

(Contractor)

Attest:

(hr:mecontract_gm)