LL 60 Paid $350.00 5-6-14

IREDELL COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION FT Expansion

Application for IMPROVEMENT PERMIT , AUTHORIZATION TO CONSTRUCT, or EXISTING SYSTEM INSPECTION

(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)

Paid $500.00 5-21-14

1. APPLICATION FOR: ___ Improvement Permit _X_ Authorization To Construct ___ BOTH ___ Existing System Inspection

2. Page 2: *Site Plan Worksheet* Form MUST Accompany This Application
The following optional attachments may also be submitted: _X_ Survey Plat, Scaled no more than 1 Inch = 60 Feet
Place check ( ) beside whichever is submitted if applicable ___ Custom Site Plan, Scaled no more than 1 Inch = 60 Feet

3. Applicant Information:

Applicant Name	Mailing Address	Home Phone #	Alternate Phone #
Western Carolina Holdings, LLC	201 E Main St. Lincolnton, NC		
Owner Name	Mailing Address	Home Phone #	Alternate Phone #
same	Kathleen Saunders, LSS	704-578-4951	

4. Property Information:

Street Address	Subdivision Name	Section/Phase and Lot Number
256 Greenbay Rd	CL&T	158 (Section 10)

Driving Directions: Hwy 150 W, L Paradise Penninsula Rd, L Greenbay, R Newark Ln, Lot on R on Corner

5. RESIDENTIAL Site Development Information: *(Check or Complete ALL that apply)*

( ) New, Single Family Residence
( ) New, Multi-Family Residence
(X) Expansion of Existing Septic System
( ) Repair To Failing Septic System
( ) Other ___

Maximum Number of Bedrooms 3
Maximum Number of Occupants 6
If Expansion, Current Number of Bedrooms ___

( ) Crawl Space Foundation?
( ) Concrete Slab Foundation?
(X) Basement w/Plumbing?
( ) Basement w/out Plumbing?

IF Non- Residential Site Development:
Type of Business ___
Square Footage of Building ___
Maximum Number of Employees ___
Maximum Number of Seats ___

6. Proposed Water Supply:

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

7. Desired Septic System Type: *(You may rank in order of preference, if any)*

( ) Alternative ( ) Conventional ( ) Innovative ( ) Modified Conventional ( ) Other LP PP BPS ( ) No Preference

8. 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. industry) 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.

9. Signature: Kathleen Saunders — 5-6-14
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) — 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: Kathleen Saunders — 5-6-14

REQUIRED property owner or owner's legal representative signature. DATE

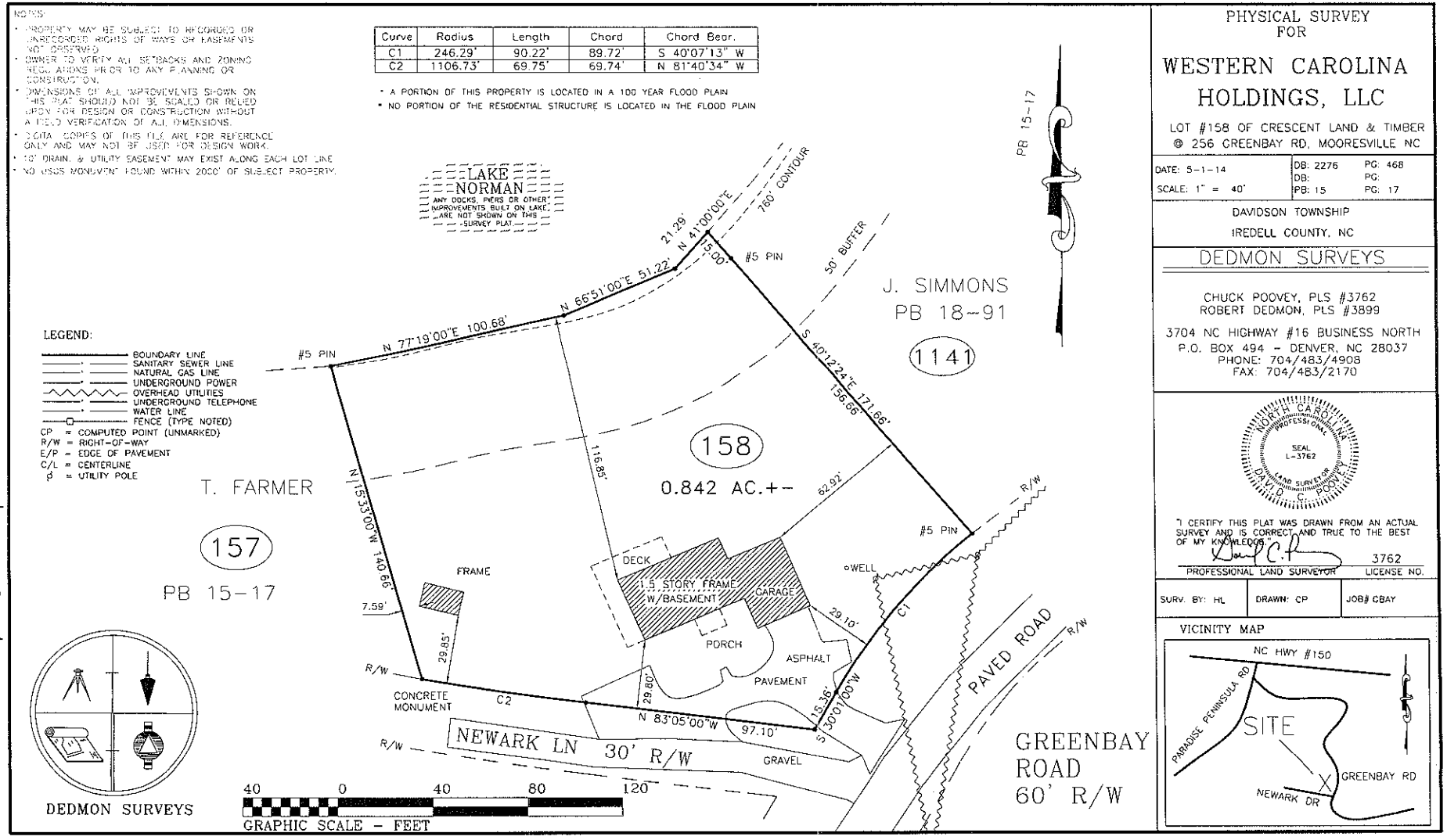
USE THIS SPACE TO DRAW YOUR SITE PLAN

NOTES:

- PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHTS OF WAYS OR EASEMENTS NOT OBSERVED.
- OWNER TO VERIFY ALL SETBACKS AND ZONING REGULATIONS PRIOR TO ANY PLANNING OR CONSTRUCTION.
- DIMENSIONS OF ALL IMPROVEMENTS SHOWN ON THIS PLAT SHOULD NOT BE SCALED OR RELIED UPON FOR DESIGN OR CONSTRUCTION WITHOUT A FIELD VERIFICATION OF ALL DIMENSIONS.
- DATA COPIES OF THIS FILE ARE FOR REFERENCE ONLY AND MAY NOT BE USED FOR DESIGN WORK.
- 10' DRAIN. & UTILITY EASEMENT MAY EXIST ALONG EACH LOT LINE
- NO USGS MONUMENT FOUND WITHIN 2000' OF SUBJECT PROPERTY.

Curve	Radius	Length	Chord	Chord Bear.
C1	246.29'	90.22'	89.72'	S 40°07'13" W
C2	1106.73'	69.75'	69.74'	N 81°40'34" W

- A PORTION OF THIS PROPERTY IS LOCATED IN A 100 YEAR FLOOD PLAIN
- NO PORTION OF THE RESIDENTIAL STRUCTURE IS LOCATED IN THE FLOOD PLAIN



DEDMON SURVEYS

Not to Scale

PHYSICAL SURVEY
FOR

WESTERN CAROLINA HOLDINGS, LLC

LOT #158 OF CRESCENT LAND & TIMBER
@ 256 GREENBAY RD, MOORESVILLE NC

DATE: 5-1-14	DB: 2276	PG: 468
SCALE: 1" = 40'	DB:	PG:
	PB: 15	PG: 17

DAVIDSON TOWNSHIP
IREDELL COUNTY, NC

DEDMON SURVEYS

CHUCK POOVEY, PLS #3762
ROBERT DEDMON, PLS #3899

3704 NC HIGHWAY #16 BUSINESS NORTH
P.O. BOX 494 - DENVER, NC 28037
PHONE: 704/483/4908
FAX: 704/483/2170

NORTH CAROLINA PROFESSIONAL SEAL L-3762 LAND SURVEYOR DAVID C. POOVEY

"I CERTIFY THIS PLAT WAS DRAWN FROM AN ACTUAL SURVEY AND IS CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE."

PROFESSIONAL LAND SURVEYOR — 3762 LICENSE NO.

SURV. BY: HL	DRAWN: CP	JOB# CBAY

VICINITY MAP

* NO USGS MONUMENT FOUND WITHIN 2000' OF SUBJECT PROPERTY.

LAKE NORMAN
ANY DOCKS, PIERS OR OTHER IMPROVEMENTS BUILT ON LAKE, ARE NOT SHOWN ON THIS SURVEY PLAT.

OK
MP
5/13/14

LEGEND:

- BOUNDARY LINE
- SANITARY SEWER LINE
- NATURAL GAS LINE
- UNDERGROUND POWER
- OVERHEAD UTILITIES
- UNDERGROUND TELEPHONE
- WATER LINE
- FENCE (TYPE NOTED)

CP = COMPUTED POINT (UNMARKED)
R/W = RIGHT-OF-WAY
E/P = EDGE OF PAVEMENT
C/L = CENTERLINE
ø = UTILITY POLE

#5 PIN
N 77°19'00"E 100.68'
N 66°51'00"E 51.22'
21.29'
N 41°00'00"E
760' CON
15.00'
#5 PIN
50' BUFFER
S 40°12'24"E 171.66'
156.66'
J. SI
PB
1
158
0.842 AC.+-
62.92'
116.85'
50'
T. FARMER
157
PB 15-17
N 15°33'00"W 140.65'
7.59'
FRAME
DECK
1.5 STORY FRAME W/BASEMENT
GARAGE
WELL
PORCH
ASPHALT PAVEMENT
29.10'
29.85'
29.80'
18.36'
S 30°01'00"W
C1
C2
R/W
CONCRETE MONUMENT
N 83°05'00"W 97.10'
NEWARK LN 30' R/W
GRAVEL
#5

DEDMON SURVEYS

40 0 40 80 120
GRAPHIC SCALE - FEET

On-site Wastewater Section

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Lot #: 158
File #: 4627 771794.00
AppID:

Owner: Western Holdings, LLC
Address: 256 Greenbay Rd
Proposed Facility: House Design Flow (.1949) 360
Location of Site: 158 CLAT (Greenbay Rd)

Applicant: Same
Date Evaluated: 4-10-14
Property Size: 0.842 Ac
Property Recorded:

Water Supply: [ ] Public [ ] Individual [X] Well [ ] Spring [ ] Other
Evaluation Method: [ ] Auger Boring [X] Pit [ ] Cut
Type of Wastewater: [X] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 Structure/ Texture	.1941 Consistence Mineralogy	b PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	L 17%	0-12	WK SBK C	Fi SS/SP	Red (Compacted)	OK Verified 5/13/14			0.35 install deep
		12-20	WK SBK CL	FR SS/SP	Red; C sap				
		20-60	MA L Sap	FR SS/SP	Multi				
2	L 17%	0-10	WK SBK C	Fi SS/SP	Red (Compacted)				0.35 install deep
		10-18	WK SBK CL	FR SS/SP	Red C Sap				
		18-60	MA L Sap	FR SS/SP	Multi				
3	L 17%	0-6	Mo GR SL	FR ns/np	Br				0.35
		6-16	Mo SBK C	FR SS/SP	Red; F Sap				
		16-39	WK SBK SCL	FR SS/SP	Red Pr; C/M sap				
		39-60	MA SL Sap	FR SS/np	Br				
4	L 17%	0-7	Mo GR SL	FR ns/np	Br				0.35
		7-24	Mo SBK C	FR SS/SP	Red; F Sap				
		24-39	WK SBK CL	FR SS/SP	Red; C sap				
		39-60	WK SBK SCL	FR SS/SP	Br Red; M sap				

Description	Initial System	Repair System
Available Space (.1945)		
System Type(s)	LP PPBDS	LP PPBPS
Site LTAR	0.35	0.35

Other Factors (.1946): Existing System on Site
Soil Evaluation By: KMS
Others Present:
Site Classification (.1948): PS
Site Evaluation By: KMS
Others Present:

CL&T 158 Fast Track Septic System Information

Number of Bedrooms	3
Basement or Crawl	**Basement with Plumbing**
Design Flow (gpd)	360
LTAR (gpd/ft2)	0.35
Primary System Type	**LP PPBPS**
No. Lines	4 (See Table)
Total Linear Feet	176
Trench Width	2' min.
Trench Spacing	8' min.
Trench Depth (low side)	36"
Pump Required	Yes
Distribution Device	Gate Valve Box w/ LPP Distribution
Maintenance Agreement Required	Yes
Length and Diameter of Supply Pipe	75' of 2" SCH 40 PVC
Size of laterals	1 1/4" SCH 40 PVC
Flow Rate through the system	19 gpm
Elevation head	Approx. 13.9'
Pressure head	3.0'
Friction head	1.0'
20% Contingency	3.6'
Total Head	21.5'
Pump Requirements	19 gpm @ 21.5' of head To be designed by installer.
Maximum Dosing Volume	136.8 gal -2.2 doses/day @ design flow*
Volume of water pumped per dose	Calculated to specific tank by measure or dealer engineering specifications (1 cubic ft. of water equals 7.48 gal.)
Pump Run per dose	approx. 7.2 min.
Check Valve	No
Siphon Break hole	No
Repair System	**LP PPBPS**
Total Linear Feet	192
Repair LTAR	0.35

***Before placement of cap block, one panel on each line near the center of the field should be observed filling to make certain that it does not overflow top chamber into air chambers of panel. If overflow occurs, reduce floats by 25 gallons and reset until no overflow is observed.**

Table 1: Summary of Primary and Repair Nitrification Line Specifications

Line No.	Use	Line Color	System Type	Line Length (Ft.)	Rod Reading Elev. (Ft.)	Panels	Holes	Hole Spacing	Hole Size (In.)
1	System	Orange	LPPPBPS	28 endfed	3.3	6	6	1 per panel	5/32"
2	System	Blue	LPPPBPS	43 endfed		9	9	1 per panel	5/32"
3	System	Red	LPPPBPS	56 endfed		12	12	1 per panel	5/32"
4	System	Pink	LPPPBPS	49 endfed	7.8	11	11	1 per panel	5/32"
5	Repair	Blue	LPPPBPS	55	15.4				
6	Repair	White	LPPPBPS	50					
7	Repair	Red	LPPPBPS	55	20.7				
8	Repair	Orange	LPPPBPS	32					
						Total: 38	Total: 38 (1 in each panel turned up)		
				Total System: 176'					
				Total Repair: 192'					

Tank	Red	1000 gal (2 compartment)	
Pump Tank	Red	1000 gal.	15.0
House	xxx		

Note:

30" TD
+12" Sep
3.8 Slope correction
45.8 Soil depth needed

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

CONTRACT FOR INSPECTIONS OF ON-SITE WASTEWATER SYSTEMS TYPE II, III, IV and V

This Contract is entered into this 30th day of June, 2014 by and between TCW Wastewater Management, Inc., a North Carolina Corporation of Union County, North Carolina (hereinafter "TCW") and JAMES BOOTH hereinafter "The Owner").

Preamble

TCW is contracting with The Owner to provide inspection services as described on Attachment A for the fees or charges also shown in Attachment A.

The Owner owns or controls the property upon which a ground absorption sewage treatment system ("System") is installed, such System being designated as a type II, III, IV or V system under the Rules for Sanitary Sewage Collection. Treatment and Disposal found at 15A N.C. Admin. Code 18A. 1900 et seq.; and 15A N.C. Admin. Code 18A.1961 requires that a condition of the Operation Permit for certain systems be that a properly executed inspection contract between the System Owner and a management entity shall be in effect for as long as the System is in use. TCW is a management entity which employees certified operators of a type authorized by 15A N.C. Admin. Code 18a.1961 to manage and inspect type II, III, IV, and V systems.

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 TCW as stipulated below.

Conditions of the Contract

A. TCW, in consideration of the payment by the Owner as set out in the schedule of services and charges in Attachment A, incorporated herein, agrees:

1) To provide the services set out in Attachment A according to the minimum schedule of inspections/services required by regulations for the lots or parcels set out in Attachment B.

2) To report results of the inspections to the local environmental regulatory agency having jurisdiction as required by applicable laws or regulations.

3) If inspections indicate the need for System repairs:

   a) to notify the local environmental regulatory agency within 48 hours.
   b) to give notice to the "Owner" of needed repairs, and, if the necessary repairs are outside the scope of the routine maintenance described in Attachment A, then The Owner may request TCW to provide an estimate. At the authorization of The Owner TCW will perform the necessary repairs at TCW's then prevailing charges for services and materials.

4) If TCW's services are terminated, TCW will notify the local environmental regulatory agency within 48 hours.

B. The Owner, in consideration of the services performed, agrees:

1) To pay TCW for its services according to the schedule of charges as set out in Attachment A.

2) Within 30 days of receipt of notice of repairs under A (3) above, the Owner(s) must provide proof that repairs have been performed by a licensed or qualified entity and the System is functioning properly or request and authorize TCW to complete the needed repairs.

3) To notify TCW promptly of any emergency or malfunction known to it which may violate environmental, health, or other laws and regulations, and to authorize immediate repair as necessary to restore the System to proper function and operation.

4) To use reasonable efforts to provide and to maintain at all times, such access to the Systems as is reasonably necessary for TCW to comply with its obligations under this Agreement.

C. **Terms of the Agreement**

1) This Agreement shall be effective for one year from the date of this contract, and will be automatically renewed from year-to-year thereafter, unless written notice of termination and non-renewal is given to the other party not less than 60 days prior to the end of the then current annual contract year.

2) The real property to be serviced under this contract is listed on Attachment B.

3) This Agreement automatically terminates if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for making an appeal has passed.

4) The parties may terminate at the end of the then current term by consent of each party or by not less than 60 days written notice to the other party prior to the end of the then current contract year, and not less than 30 days written notice to the local environmental regulatory agency.

5) This Agreement may be terminated for cause for breach which remains unremedied after 15 days written notice to the defaulting party.

D. **Limited Warranty**

TCW'S SOLE DUTIES AND RESPONSIBILITIES UNDER THIS AGREEMENT IS TO PROVIDE INSPECTION AND ROUTINE MAINTENANCE ONLY AS SPECIFIED IN THIS AGREEMENT. INSPECTIONS WILL COMPLY WITH APPLICABLE CODES, LAWS, AND REGULATIONS IN FORCE AT THE TIME OF THE INSPECTION AND REPORT. WORK AND MATERIALS USED IN REPAIRS ARE WARRANTED ONLY TO BE OF GOOD WORKMANSHIP, FREE OF DEFECTS, AND CONFORM TO THE SYSTEMS SPECIFICATIONS AND EQUAL TO THE ORIGINAL PARTS AND EQUIPMENT. THE OWNER'S SOLE REMEDY UNDER THIS EXPRESS WARRANTY IS REPAIR OR REPLACEMENT AND CONSEQUENTIAL DAMAGE OR DAMAGES FOR DELAY ARE LIMITED TO TOTAL SUMS PAID TCW UNDER THIS AGREEMENT FOR THE PARTICULAR LOT OR PARCEL FOR THE THEN CURRENT YEAR. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ARE EXPRESSLY AND SPECIFICALLY EXCLUDED. REPAIRS, REPLACEMENTS, ADDITIONS AND CHANGES BY OTHERS TO THE SYSTEMS COVERED BY THIS AGREEMENT WITHOUT PRIOR NOTICE TO TCW OR ACCEPTANCE OF THE WORK BY TCW DURING THE TERM OF THIS AGREEMENT VOIDS ANY WARRANTY GRANTED HEREIN AS TO TCW.

E. **Miscellaneous**

1) Transfer of rights, responsibilities, and duties under this Agreement by any party shall be valid only on written notice and consent signed by all parties, which consent shall not be unreasonably or arbitrarily withheld.

2) TCW may perform its duties and responsibilities by subcontract but TCW will remain directly liable and responsible to the Owner under the terms of this Agreement.

3) Waiver of default or a breach of the Agreement by any party shall not operate nor be construed as a waiver of further or subsequent defaults or breach of this Agreement. Failure to take action in any default or breach does not bear action on such default at any time subsequent to such breach or default.

4) This Agreement constitutes the entire agreement of the parties, incorporating, and superseding all prior representations and negotiations and may not be changed or amended except in writing signed by the parties. The Agreement shall be interpreted under North Carolina law. Any part of the Agreement declared void, illegal, or unenforceable will not affect other provisions of the Agreement.

5) Disputes arising under this Agreement shall be determined by any method of Alternative Dispute Resolution the parties choose, including but not limited to, mediation or arbitration, under the Uniform Arbitration Act of North Carolina or its equivalent, or such means or methods as the parties agree to in writing.

6) Notices are deemed delivered if delivered in person; by certified or registered mail; by courier; or delivery service, if properly receipted, charges and postage prepaid, as follows:

Owner:
James Booth
256 Greenbay Rd
Mooresville, NC 28117

Operator:
TCW Wastewater Management, Inc.
P. O. Box 187
Wingate, NC 28174

Environmental Regulatory Agency:

Iredell County Environmental Health
610 E. Center St.
Mooresville, NC 28115

A party may change its address my giving notice in the manner provided above.

Each party has executed this Agreement with full power, authority, and legal right to enter into; to bind itself to the rights, duties and responsibilities under this Agreement, which is binding on the parties, their successors and assigns, heirs and personal representatives, on the date first above written.

WITNESS: _____

OWNER: _____

TCW Wastewater Management, Inc.

WITNESS: Vicki Davis

BY: _____

Title: President

License numbers: SS 12248
SI 23910
2WW 24666
Inst. IV 37901
Insp. 3790

EXHIBIT A
TYPE II, III, IV

MONITORING & INSPECTION PLAN

1. **COST:** **INITIAL CONTRACT YEAR:**

$ 300.00	(2 required inspections)
$ N/A	(0 required lab)
$ 300.00	Total Initial Year

RENEWAL YEARS:

$ 300.00	(2 required inspections)
$ N/A	(0 required lab)
$ 300.00	Total Renewal Years

a. The Owner shall pay to TCW the aforementioned sums for each parcel listed on Attachment B. The initial annual fees are payable upon the execution of the contract. Annual billings will be made thereafter and payable within 30 days of billing. The annual billings will be made on the anniversary dates. The annual renewal fees may increase no more than 5% per year. The Owner shall pay to TCW his normal and customary fees for any authorized work performed on the System as a result of non-scheduled service or maintenance calls. These fees are due and payable within 30 days of billing. Payments due to TCW, and unpaid by the Owner after 30 days, shall be assessed late payment fee of 15% per month, accruing monthly on the unpaid balance.

2. **PERFORMANCE DUTIES:**

- Inspections and services that meet state requirements, i.e., inspections of System using an itemized check list, monitoring "septic tanks" to insure proper operation, and make adjustments of imbalances to systems through the distribution devices.
- Inspection report copies are sent to the environmental regulatory agency (if applicable) and homeowner
- Emergency service calls at no additional charge.
- 24-hour availability
- The Owner will be advised of any repairs needed and estimated cost or repairs. Repairs will not be made without Owner authorization.
- The Owner will be advised when pumping is recommended

Bacteria Additive Option – Additional $45 per year:

- The addition of a bacterial product into the individual septic tank as needed to maintain the proper level of bacteria.

EXHIBIT B

1. PHYSICAL ADDRESS OF SYSTEM(S):

a. 256 Greenbay Rd
Mooresville NC 28117

b.

c.

d.