New

Redraw 07-10-13

IREDELL COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
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)

1. APPLICATION FOR: [X] Improvement Permit [ ] 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: [ ] 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 #
Andrew Sipperly	P.O. Box 3782	704-634-5909	704-756-2646
Owner Name	**Mailing Address**	**Home Phone #**	**Alternate Phone #**
Andrew Sipperly	P.O. Box 3782	704-634-5909	704-756-2646

4. Property Information:

Street Address	Subdivision Name	Section/Phase and Lot Number
135 Pondhaven Circle	Farmstead	Lot 17

Driving Directions: Brawley School Rd, U-turn at Canvasback, Right Turn at Farmstead, Right Turn at Pondhaven Circle - in cul-de-sac on left side

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

- [X] New, Single Family Residence
- [ ] New, Multi-Family Residence
- [ ] Expansion of Existing Septic System
- [ ] Repair To Failing Septic System
- [ ] Other _____

Maximum Number of Bedrooms 3/4
Maximum Number of Occupants ___
If Expansion, Current Number of Bedrooms ___

- [X] Crawl Space Foundation?
- [ ] Concrete Slab Foundation?
- [ ] 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:

[X] New Well [ ] Existing Well [ ] Community Well [ ] City Water [ ] Other Public Water

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

[ ] Alternative [X] Conventional [ ] Innovative [ ] Modified Conventional [ ] Other_____ [ ] 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: _____ 7/10/13
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

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

Sheet 1 of
PROPERTY ID # 4646 0057 556
COUNTY: Iredell

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Doug Miller
APPLICANT: Andrew Sipperly
ADDRESS: 137 Pond Haven Ln
APPLICATION DATE: 4/10
DATE EVALUATED: 6/12/13
PROPOSED FACILITY: House
PROPOSED DESIGN FLOW (.1949): 480 gpd
PROPERTY SIZE: 1.70 AC
LOCATION OF SITE: Farmstead Est #17
PROPERTY RECORDED: 7/12/13
WATER SUPPLY: ☒ Private ☐ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☒ Auger Boring ☒ Pit ☐ Cut
TYPE OF WASTEWATER: ☒ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (1941) 1941 STRUCTURE/ TEXTURE	1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS 1942 SOIL WETNESS/ COLOR	1943 SOIL DEPTH	1956 SAPRO CLASS	1944 RESTR. HORIZ.	PROFILE CLASS & LTAR
1	LL 5%	0-8"	SCL GR			48"			PS 48" + .35
		8-24"	DC SBK	SS SP SE FI FR					
		24-48"	LL SBK	SS SP SE FI					
		48"+	LSAP rock stained						
2	LL 6%	0-6"	SCL GR			63"			PS 63"-96" .4
		6-16"	RL SBK	FI S P					
		16-63"	CLR WSBK	FI SS SP SE	w/ Small inclusions of SAP				
		63-96"	SL SAP	mica stained					
3	Eval 5/30/13 4% L	0-10"	Brn SCL GR			48"			PS .3 to 48"
		10-48"	Red/Brn C/CL m-wSBK	SS SP SE FI	w/ Few to many SAP				
4	Eval 5/30/13 6% L	0-15"	Brn SCL			48"			PS .3
		15-38"	Red/Brn C/CL m-wSBK	SS SP SE FI					
		38-46"	Red/Brn CL wSBK	SS SP SE FI					
		46-48"	Shell/Red CL wSBK	SS SP SE FI					

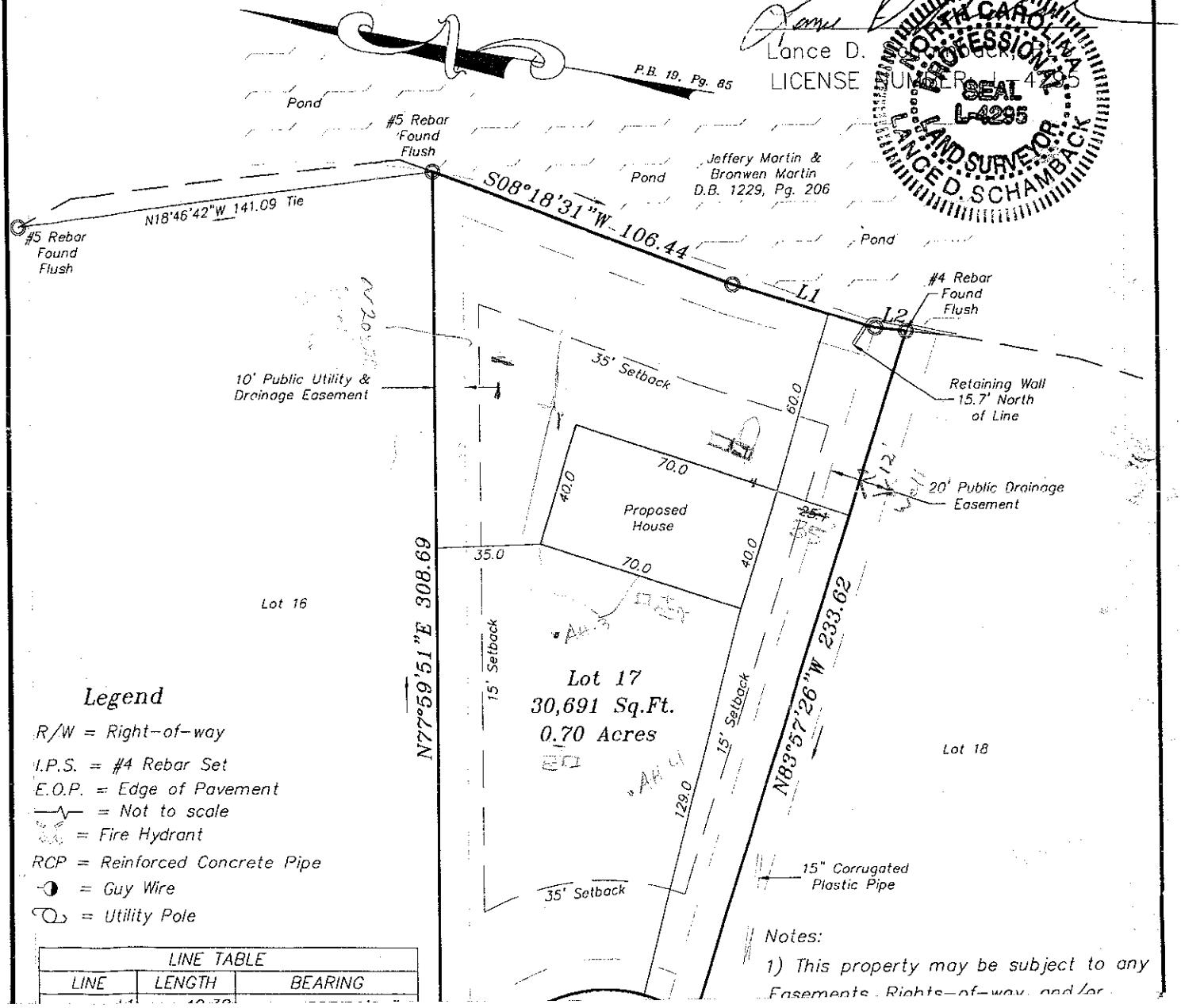
DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	PS
System Type(s)	TT B	TT
Site LTAR	.3	.3

OTHER FACTORS (.1946): None
SITE CLASSIFICATION (.1948): PS
EVALUATED BY: M. Dotson
OTHER(S) PRESENT:

I Lance D. Schamback, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description and/or Map Book: 19, Page 85. That the boundaries not surveyed are clearly indicated as drawn from information as shown survey; that the ratio of precision as calculated is 1: 10,000+ that this plat was prepared in accordance with G.S. 89-C as amended. Witness my original signature, registration number and seal this 18 day of April, A.D. 2013.

Lance D. Schamback, P.L.S.
LICENSE NUMBER L-4295

NORTH CAROLINA PROFESSIONAL SEAL L-4295 LAND SURVEYOR LANCE D. SCHAMBACK



Legend

R/W = Right-of-way
I.P.S. = #4 Rebar Set
E.O.P. = Edge of Pavement
—∿— = Not to scale
= Fire Hydrant
RCP = Reinforced Concrete Pipe
= Guy Wire
= Utility Pole

LINE TABLE		
LINE	LENGTH	BEARING

Notes:

1) This property may be subject to any Easements, Rights-of-way, and/or

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

Zoning Permit
Permit Number: 179103ZO

Printed: 6/4/2013

FILE COPY

Master #: 179103

Associated Permits:
179103ZO Zoning

Applicant
Name: ANDREW P & LESA SIPPERLY **Phone:** 704-634-5909
Address: 120 JULIUS COURT
MOORESVILLE, NC 28117

Parcel
Parcel Number: 4646099558.000 **Zoning:** RA
Address: 135 Pondhaven Cr **Township:** 1700
Mooresville, NC 28117 **Area:**
Subdivision: Farmstead PH 2 **Lot(s):** 17
Directions to Parcel: 1100 Tl Farmstead Ln Tr Pondhaven To End On Lt

Owners
Name: ANDREW P & LESA SIPPERLY **Phone:** 704-634-5909
Address: 120 JULIUS COURT
MOORESVILLE, NC 28117

1985-30804

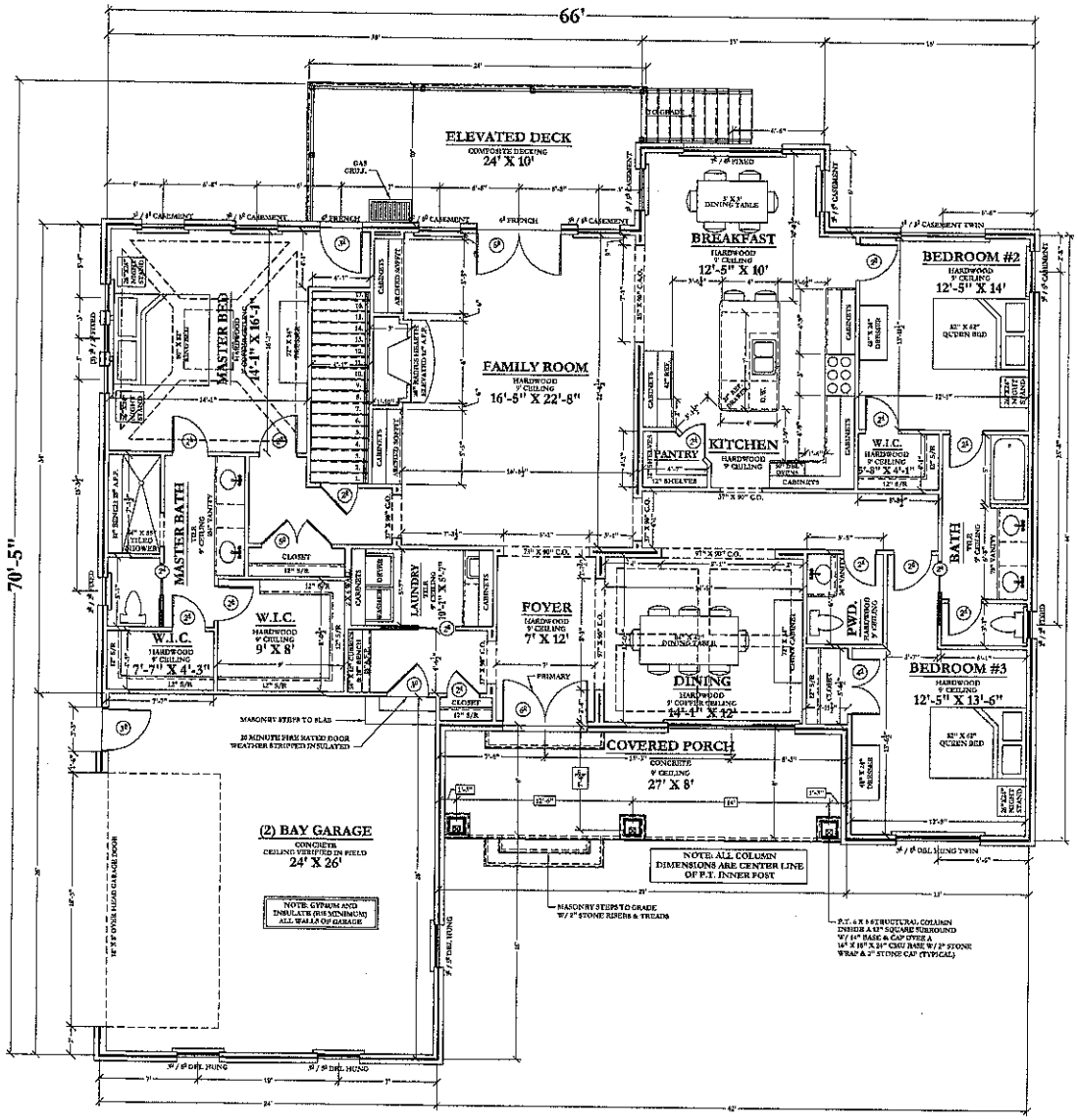
Contractors

Fees and Receipts:

Number	Description	Amount
FEE-286779-07	Zoning - Permit Application	$75.00
FEE-286783-07	Technology Fee - Planning	$2.25
	Total Fees:	**$77.25**
REC-146873-07		$77.25
	Total Receipts:	**$77.25**

Conditions

$ PAID
CK 9228
6-4-13 CR



Acknowledgement Of
Plans Submittal ONLY!
Date 5/31/13
Date 5/31/13

FIRST FLOOR PLAN

SCALE: $\frac{1}{4}$" = 1'-0"

FIRST FLOOR FINISHED:	2511 SQ. FT.
BASEMENT AREA:	1564 SQ. FT.
GARAGE:	623 SQ. FT.
FRONT PORCH:	216 SQ. FT.
ELEVATED DECK:	236 SQ. FT.
TOTAL HOUSE UNDER FOOTING / ROOF:	5150 SQ. FT.

General Notes

"The Sipperly Residence"
135 Pondhaven Lane, Mooresville,
Iredell County, NC 28117

McFarland Design Group Inc.
7231 Windy Pine Circle Denver, NC 28037
704-489-2079
www.mcfarlanddesign.com

First Floor Plan
Date 5-31-2013
Scale 1/4" = 1'-0"
Sheet A-4

J.C. Moore
Maintenance Contract

State of North Carolina

County of Iredell Permit Number 179103

THIS AGREEMENT is made and entered into this the 26th day of September 2014, by and between Andrew Sipperly (hereinafter the "Owner") and J.C. Moore (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 IVA 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 - A 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 owners systems located at 135 Ponthaven Circle 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-A system.

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

(1) Inspect the structural integrity and maintain all of the physical and mechanical components of the system.
(2) Inspect the performance and condition of the drain field.
(3) Flush and clean the laterals of the system.
(4) Check and set pressures in the system.
(5) Check and adjust pump delivery rate of the system.
(6) Clean septic tank filter if applicable and accessible.
(7) Perform any other requirements of the Operations Permit.

C. The Contractor shall report the result of its inspections to home Owner after each inspection and 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-A System.

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 the scope of routine maintenance described in subparagraph (b) above. The Contractor shall perform necessary repairs to the system that require the use of hand tools only at the request of the Owner and shall be entitled to payment therefore at the Contractors normal charge for services and materials. The Contractor shall not perform repairs that require the use of heavy equipment, electrical license or plumbing license.

2. The Owner's Obligations.

A. The Owner shall pay the Contractor upon signing this contract, the sum of for the first year of periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be renewed at the end of each 12-month period. The annual fee may be amended upon sixty (60) days advance notice to the Owner but may not increase more that 20 percent per year. The Owner shall pay in the following methods.

( ) to be paid at the time of the signing of this agreement and to be paid before the second scheduled inspection.

( ) $250.00 dollars to be paid at the time of the signing of this agreement.

B. The Owner shall pay to the Contractor his normal and customary fees for any work performed on the system $25.00 dollars per hour, with minimum of one hour, plus cost of material(s) as a result of nonscheduled service or maintenance calls. All fees for nonscheduled service or maintenance 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.

C. The Owner shall keep the area of the septic system drain field properly mowed and protected from traffic. The Owner shall keep the designated repair area reserved for future repair to the septic system.

D. 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 termination.

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 erminate 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 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 IVA system upon thirty (30) days written notice to the Owner and the local Health Department.

5. 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.

6. Regulatory Amendments

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

7. 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 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.

8. Notice

Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by mail and addressed as follows:

To the Owner:

Andrew Sipperly
135 Pontheren Circle
Mooresville N.C.

To the Contractor:

J.C. Moore
1220 Troutman Dr.
Statesville N.C. 28625

To the Local Health Department

Iredell co HD
610 E center Ave
Mooresville N.C. 28115

The date of any Notice shall be the date of delivery. Changes in the respective addresses to whic notice may be directed may be made from time to time by either Party by notice to the other Part

9 Place of Agreement

This Agreement and any questions concerning its validity, construction of and performance shall be governed by the laws of the State of North Carolina, notwithstanding the place of execution c the order in which the signatures of the Parties are affixed.

10 Entire Agreement and Amendment.

This Agreement supersedes all prior negations, 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.

11 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 agre 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 th 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 duplic originals, one of which is retained by each of the Parties, the day and year first above written

(OWNER) _____

(CONTRACTOR) P.C. Moore