# ON SITE WASTEWATER SYSTEM INSPECTION CONTRACT AND AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF IREDELL-STATESVILLE

**CONTRACT FOR INSPECTION AND MAINTENANCE**
**GROUND ABSORPTION SEWAGE TREATMENT AND DISPOSAL SYSTEM**
**AUTUMN BROOK**

(I), (WE), as the owners of Lot(s) Number 38 ("THE LOT"), of the subdivision known as Autumn Brook, have certain duties and responsibilities for the maintenance of ground absorption sewage treatment and disposal system as regulated and set out in N.C.G.S. Article II, Chapter 130A; T15A-C18-S18A.1961 "Maintenance of Sewage Systems"; and/or under the "Declaration of Covenants, Conditions and Restrictions-Autumn Brook", (the "Declaration"), and under the Bylaws of Autumn Brook Community Association, Inc.

Autumn Brook Community Association, Inc. ("The Association") in order to provide for uniform inspection, maintenance, and repair and operation of sewage treatment and disposal systems within Autumn Brook community, has entered into a Master Agreement dated the 1st day of April, 2016, which Master Contract with TCW Wastewater Management, Inc., a memorandum of which is incorporated fully by this reference thereto.

The undersigned lot(s) owner(s) hereby agrees and contracts with TCW Wastewater Management, Inc. and with Autumn Brook Community Association, Inc. as follows:

1. The Master Contract referred to above is hereby accepted, agreed, and is binding upon the undersigned with TCW Wastewater Management, Inc. and it's successors and assigns. The undersigned lot owner(s), their successors, and assigned agree to be bound by this Master Contract and any further or future contracts in substitution thereof.

2. The undersigned lot owner(s) further acknowledge and agree that Autumn Brook Community Association, Inc. acting by and under it's Declaration of Covenants, Conditions, and Restrictions-Autumn Brook, has and is hereby granted the full power and authority to assess the undersigned for fees, expenses, and costs associated with the inspection, maintenance, and or repair of septic disposal systems on the lot as set forth in the Master Agreement.

This agreement is binding upon the undersigned, their heirs, administrators, personal representatives, successors, and assigns, and the transfer and assignment of the duty and responsibility to contract with a qualified maintenance contractor (operator) is a covenant running with the land ("The Lot"). This agreement will terminate: (1) when The Association is dissolved or liquidated; or (2) when the undersigned has no legal duty to maintain a sewage disposal system on "The Lot".

Witness our hands and legal seals, this 9th day of February, 2018.

James A. Gaskins (SEAL)
Signature

James A. Gaskins
Owners Printed Name

_____ (SEAL)
Signature

_____
Owners Printed Name

COPY

STATE OF NORTH CAROLINA
COUNTY OF IREDELL-STATESVILLE

# MASTER CONTRACT FOR INSPECTION AND MAINTENANCE OF SEWAGE SYSTEMS FOR AUTUMN BROOK COMMUNITY

This Master Contract is entered into by and between Tri-County Wastewater Management, Inc., a North Carolina Corporation of Mecklenburg County, North Carolina (hereinafter "TCW") and Autumn Brook Community Association, Inc., a North Carolina non-profit corporation of Iredell County, North Carolina ("Autumn Brook"), acting for and on behalf of it's members ("The Owner(s)").

## Preamble

Autumn Brook Community Association, Inc., a North Carolina non-profit corporation, was formed by the developer of Autumn Brook which is a residential sub-division. The Declaration of Covenants, Conditions and Restrictions-Autumn Brook, is recorded in the Register of Deeds of Iredell County, North Carolina.

Autumn Brook Community Association has the power to assess the membership of the Association for upkeep, inspections, maintenance, repair, and other activities for the good of the Association membership as well as to provide for common area maintenance, all of which responsibilities and duties are fully set forth in detail in the Declaration of Covenants, Conditions, and Restrictions-Autumn Brook and under the Bylaws of Autumn Brook Community Association, Inc.

Autumn Brook Community Association desires to provide for the inspection and maintenance of all sewage systems installed and to be maintained upon the individual lots owned by its membership. The obligation for maintenance, inspection, and repair of these septic systems is mandated by state and local laws, codes, regulations, and/or community bylaws. In order to fulfill the obligations of the individual owners of lots within Autumn Brook and to ensure fulfillment of all statutory and regulatory requirements in a uniform manner, Autumn Brook Community Association, Inc. acting by and through it's duly authorized officers and directors, desires to enter into this Master Contract with TCW Wastewater Management, Inc., which is a qualified licensed maintenance contractor, to inspect and to perform maintenance in order that the residential on-site wastewater systems of Autumn Brook's sub-division shall comply in all respects with applicable laws, codes, and regulations in a uniform and in identifiable means and methods.

Effective the date of this Master Contract, individual lot owners now and hereafter do;

1. Specifically adopt the terms of this Master Contract to provide for a qualified maintenance contractor to inspect and perform maintenance in order that their on-site waste systems in Autumn Brook sub-division complies in all respects with applicable laws, codes, and regulations too.

2. Specifically authorize Autumn Brook Community Association, Inc. to assess and to collect assessments for payment for inspections, maintenance, repair and other necessities related to the proper inspection, maintenance, and operation of the residential on-site waste systems of said individual owners within Autumn Brook sub-division.

Autumn Brook Community Association, Inc. shall have no liabilities nor responsibilities with respect to the duties of TCW Wastewater Management, Inc. or of the individual lot owners but acts solely as the Association of the membership by providing this Master Contract for the benefit of it's membership and to assess and to collect fees, expenses, and costs necessary for the inspection, maintenance, and repair anticipated to be performed by TCW under it's contracts with the individual lot owners who are members of the Association by reason of the Declaration of Covenants, Conditions, and Restrictions-Autumn Brook set forth above.

## THE MASTER CONTRACT

### Conditions of the Contract

A. TCW, in consideration of the payment by Autumn Brook, on behalf of it's membership, 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 health department or other 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 health department and Autumn Brook Community Association within 48 hours if the system is "malfunctioning".

b) to give notice to the lot owners of needed repairs, and, if the necessary repairs are outside the scope of the routine maintenance described in Attachment A, then at the Owner's request, TCW will provide an estimate and will perform, given the homeowner approval, the necessary repairs at TCWs then prevailing charges for services and materials.

4) If TCWs services are terminated, TCW will notify the local health department within 48 hours, and notify any other regulatory agency requiring notice as required.

B. Autumn Brook, in consideration of the services performed for its' property owners and The Declarant agree:

1) That all residents will be responsible to pay to TCW the "Renewal Year" fees as stated on Attachment A for the services according to the schedule of charges set forth on the same. The builder of the dwelling will be responsible to pay to TCW the "Initial Contract Year" fees as stated on Attachment A for the services according to the schedule of charges set forth on the same.

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

3) To notify TCW promptly of any emergency or malfunction 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 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, and as provided for in the Declaration.

C. **Terms of the Agreement**

1) This Agreement shall be effective for one year from **April 1, 2016**, and will be automatically renewed from year-to-year, 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 with less than 60 days written notice only by consent of both parties or by not less than 60 days written notice to the other party prior to the end of the then current annual contract year. Not less than 30 days written notice to the local health department or other regulatory agency having jurisdiction will be given by TCW in the event of such termination.

5) This Agreement may be terminated for cause for breach which remains un-remedied after 30 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 THISAGREEMENT 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 either party shall be valid only on written notice.

2) TCW may perform its duties and responsibilities by subcontract but TCW will remain directly liable and responsible to the Owners 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:

Autumn Brook Community Association, Inc.
1542 Queens Road West
Charlotte, NC 28207

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

Iredell County Environmental Health Department-Statesville
318 Turnersbury Hwy.
Statesville, NC 28678

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.

**Autumn Brook Community Association, Inc.**

By: _____
Print: Ray A. Killian, Jr.
Title: Director

SEAL - STAMP

NORTH CAROLINA, IREDELL COUNTY

I, a Notary Public for the County and State aforesaid, certify RAY A. KILLIAN, JR., personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 2ND day of MAY, 2016.

My commission expires: 6/28/2016

Terri S. Carbon
Notary Public

**TCW Wastewater Management, Inc.**

By: _____
Print: Tim Bannister
Title: President

SEAL - STAMP

NORTH CAROLINA, Union COUNTY

I, a Notary Public for the County and State aforesaid, certify Tim Bannister, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5 day of MAY, 2016.

My commission expires: 9/21/2019

Mildred Autrey Atkinson
Notary Public

*ATTACHMENT A*

TRI-COUNTY WASTEWATER
FOR
**AUTUMN BROOK**

# CUSTOMIZED SEPTIC SYSTEM MAINTENANCE & INSPECTION PLAN

**LEVEL OF SERVICE:** *TIER II FULL SERVICE*
**Date:** April 1, 2016
**COST:** *INITIAL CONTRACT YEAR - $350.00 (To be invoiced to the builder)*
*RENEWAL YEAR - $230.00 (To be invoiced directly to homeowner)*

**PERFORMANCE DUTIES:**

- Inspections and services that exceed state requirements, i.e., inspections of all systems using an itemized check list, monitoring of all "septic tanks" to insure proper operation, and make adjustments of imbalances to systems through the distribution devices.
- Inspections performed bi-annually during renewal years; a minimum of three inspections the initial year.
- Inspection report copies are sent to the Health Department (if required) and homeowner bi-annually.
- All malfunctioning systems will be reported to the Community Association.
- Emergency service calls at "regular hours" rates. No additional upcharges.
- 24/7 availability in case of emergencies.
- Community discounts on labor and parts.
- Consulting for home improvements that may affect the septic system.
- The addition of a bacterial product into the individual septic tank as needed to maintain the proper level of culture.
- Notification to homeowner of time to pump the septic tank of solid waste.

ABHGM

***Attachment B***

# AUTUMN BROOK

| LOT # | LOT # |
|---|---|
| 1 | 30 |
| 2 | 31 |
| 3 | 32 |
| 4 | 33 |
| 5 | 34 |
| 6 | 35 |
| 7 | 36 |
| 8 | 37 |
| 9 | 38 |
| 10 | 39 |
| 11 | 40 |
| 12 | 41 |
| 13 | 42 |
| 14 | 43 |
| 15 | 44 |
| 16 | 45 |
| 17 | 46 |
| 18 | 47 |
| 19 | 48 |
| 20 | 49 |
| 21 | 50 |
| 22 | 51 |
| 23 | 52 |
| 24 | 53 |
| 25 | 54 |
| 26 | 55 |
| 27 | 56 |
| 28 | 57 |
| 29 | |