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 2 day of Oct, 2020 by and between TCW Wastewater Management, Inc., a North Carolina Corporation of Union County, North Carolina (hereinafter "TCW") and Paul + Enka Lux.

## 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: Paul and Erika Lux
306 Southfork Rd
Mooresville, NC 28117

Operator:
TCW Wastewater Management, Inc.
5600 Lakeview Rd.
Charlotte, NC 28269

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: Isabella Luso

OWNER: Erika Luso

**TCW Wastewater Management, Inc.**

WITNESS:

BY: Amanda W. Morrison

Title: Inspection Admin.

**EXHIBIT A**
**TYPE II, III, IV**

# MONITORING & INSPECTION PLAN

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

| | |
|---|---|
| **$ 300.00** | **(2 inspection per year)** |
| **$ N/A** | **(0 required lab)** |
| **$ 300.00** | **Total Initial Year** |

**RENEWAL YEARS:**

| | |
|---|---|
| **$ 300.00** | **(2 inspection per year)** |
| **$ 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. 306 Southfork Rd
Mooresville, NC 281

b.

c.

**TCW Wastewater**
5600 Lakeview Road
Charlotte, NC 28269 US
+1 7047764443
info@tcwwastewater.com
www.tcwwastewater.com

**BILL TO**
Paul Lux
306 Southfork Rd.
Mooresville, NC 28117

**SHIP TO**
Paul Lux
306 Southfork Rd.
Mooresville, NC 28117

# INVOICE 32214

**DATE** 10/02/2020 **TERMS** Net 30

**DUE DATE** 11/01/2020

| DATE | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| 10/02/2020 | New Septic Annual Inspection Program<br>Level 03-10-02<br>12 Months Service Year - 2 inspections (6 mo and 12 mo) | 1 | 300.00 | 300.00 |

Please make checks payable to TCW Wastewater. Ma[illegible]
5600 Lakeview Road, Charlotte, NC 28269. Plea[illegible]de
invoice number on your check.

PAID

**TOTAL DUE** **$0.00**

# ICHD--ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5385 Mooresville Office (704) 660-3625 PERMIT # 302488

## SEPTIC IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM

PIN # 4620525727

APPLICANT/OWNER: Ray Lux APPLICANT ADDRESS: 306 Scotts Fork Mooresville, NC 28117

SITE ADDRESS: 306 Scotts Fork Rd Mooresville, NC 28117 PHONE ALT. PHONE

SITE DIRECTIONS: Brawley School Rd TR Scotts Fork Stay left at fork lot on right SRP CONTROLLED: YES NO

SUBDIVISION: Lot 5 SECTION: 8 LOT # 10 LOT AREA: .967 Acres DESIGN FLOW: 480 gpd L.T.A.R. .325

Septic Tank: 1000 gal STB Date:
Pump Tank: 1000 gal PT Date:
Pump Mfr/Id: Model Serial #
# Distribution Fields: 4 # Lines: Lineal Ft: 240'
Trench Width: 24" Trench Bottom Depth (Lowest): 36" Gravel Depth: N/A

☒ New System ☐ Repair ☐ Expansion System Type: I II III IV V VI
System Description: LPP PPBPS
Repair System Description: PPBPS (Low Pressure)
Maintenance Agreement Required: ☐ YES ☐ NO RM3
☐ GRAVITY ☒ PRESSURE

☒ Residence No. Bedrooms: 4
☐ Business No. Persons: 8
☐ Other No. Employees:
☐ Slab ☐ Crawl Space
☒ Basement w/ plumbing ☐ Basement w/o plumbing

Water Supply: ☒ Private ☐ Public ☐ Community

Comments / Conditions: ☒ Must divert all Storm/Surface water away from Septic

☒ Note: Check for surface water diversion prior to O.P.

INITIAL SITE EVALUATION

See attached, approved Septic plan by Michael Athanas & Assoc. (dated 8/20/2020)

AS-BUILT SKETCH

***IMPROVEMENT PERMIT ONLY***

DO NOT ISSUE BUILDING PERMIT!

FLOOR PLAN STILL NEEDED!

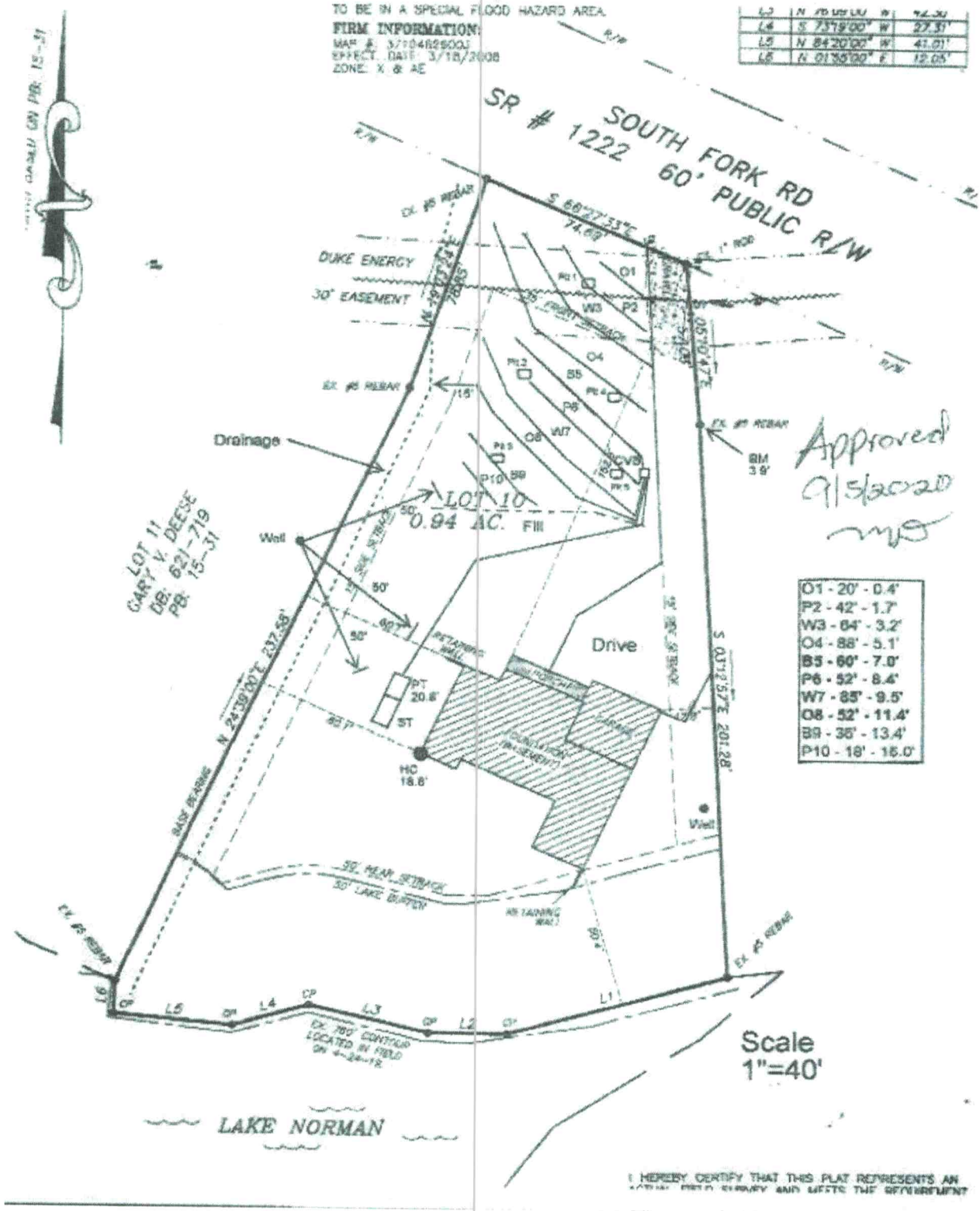
Permit can be suspended or revoked if any false information is supplied toward securing the permit, any unauthorized changes are made to the site, any improper attempts are made in the installation of the system. CONTACT A LOCATOR SERVICE PRIOR TO ANY EXCAVATION

☐ IMPROVEMENT PERMIT with site visit ☒ IMPROVEMENT PERMIT with site visit waiver valid for 60 days. ☒ AUTHORIZATION TO CONSTRUCT valid for period equal to IMPROVEMENT PERMIT - not to exceed 60 days.

Owner / Applicant Signature: Date: 9/9/2020 Installed by: Date:

IMPROVEMENT PERMIT by: Date: 9/9/2020 OPERATION PERMIT by: Date:

AUTHORIZATION TO CONSTRUCT by: Date: 9/5/2020 Existing System Inspected by: Date:


TO BE IN A SPECIAL FLOOD HAZARD AREA.
FIRM INFORMATION:
MAP #: 3710462500J
EFFECT. DATE: 3/18/2008
ZONE: X & AE
L3 N 76°05'00" W 42.30'
L4 S 73°19'00" W 27.31'
L5 N 84°20'00" W 41.01'
L6 N 01°35'00" E 12.05'
SR # 1222 SOUTH FORK RD 60' PUBLIC R/W
R/W
S 66°27'33" E 74.69'
EX. #5 REBAR
1" POB
DUKE ENERGY
30' EASEMENT
N 24°59'00" E 232.58'
S 01°12'57" E 201.28'
Drainage
LOT 10
0.94 AC. +/-
LOT 11
GARY V. DEESE
DB: 621-719
PB: 15-31
Well
Drive
PT
20.6'
ST
HC
18.6'
50' MEAN SETBACK
50' LAKE BUFFER
RETAINING WALL
EX. 760' CONTOUR LOCATED IN FIELD ON 4-24-12
LAKE NORMAN
Scale
1"=40'
O1 - 20' - 0.4'
P2 - 42' - 1.7'
W3 - 64' - 3.2'
O4 - 88' - 5.1'
B5 - 60' - 7.0'
P6 - 52' - 8.4'
W7 - 85' - 9.5'
O8 - 52' - 11.4'
B9 - 36' - 13.4'
P10 - 18' - 15.0'
Approved
9/15/2020
I HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN