

9316 WINDYGAP RD

19939117

4/16/08

marliwr

Groundwater and Wastewater Services File Imaging Project
May 2007
Barcode Font = IDAutomationHC39M

Rec. 3-4-92

Date: March 5, 1992

From: T J Systems
P.O. Box 73
Scotts, N.C. 28699

To: William J. Fairman
1645 Revlon Place
Charlotte, N.C. 28212
Phone 704-364-6400 w 704-537-4133 h

Subject: Lot ~~36~~ 78 (CB) located ar 9316 Windygap Road Mecklenburg County
File # : 1984A
Parcel : 199 391 17

System type: 16 inch T & J Panel System with pressure distribution.

This system is designed for a three bedroom house at an application rate of .3 gpd. 360/.3 = 1200/3 = 400 LF of conventional drainfield multiplied by .5 = 200 LF of 16 inch T & J Panel System. This system shall be installed in accordance with all state and local rules and regulations and in compliance manufacturer's installation guidelines. Soil evaluation was supplied by the county.

Line	# Panel	# Hole Per Panel	Size Hole	Line Head	Line Length	Hole Flow	Per Panel Line Flow min
A	15	one	3/16	2.0ft	65 '	.59	8.85
B	15	one	3/16	2.0ft	65 '	.59	8.85
C	15	one	3/16	2.0ft	65 '	.59	8.85
		repair area see noted area on drawing					
Totals	45				205		26.55

CALCULATIONS FOR PUMPED SYSTEMS:

Head: Friction loss = 2.03 ✓
Total lift = 21.00 (101.40 + 2 - 82.40 = 21.00) elev.
TDH = 23.03
20% margin = 29 ft (23.03 / .8 = 28.79 = 29 ft) ✓

Pump Size: 33 (26.55/.8) gallon per minute at 29 feet of head. ✓

Pump cycle should be 6.1 min or 162 gallons. ✓

Note: Each line shall have a globe valve at the start of the line for pressure adjustment. Each valve or gruop of valves shall be placed inside a plastic valve box with a lid at ground level. Turn ups shall be cut off just below ground surface and covered with a plastic cup and cover. The line shall be capped with a threaded fitting and plug. The ends that are used for setting the heads shall be marked as to the line that they go to and saved for future system adjustment. Mark each valve and turn up end with marker to show what valve goes with what turn up.

Friction loss:

supply line = 110 lf = 1.10 * 1.54 = 1.69 ✓

fittings = 1.69 * .2 = 0.34 ✓

total 2.03 ✓

SF

For 1984A #400 01/16/92 CK # 7277 $125.00

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

PC ☑ 11/17/92 CAT

Mecklenburg County Health Dept.
Environmental Health Division
c/o Hal Marshall Ctr., Suite 211
700 N. Tryon St.
Charlotte, NC 28202

(704)336-5102

Date:

PERSON FILING APPLICATION:

NAME: Fairman Charlotte + William
(last) (first) (mi)

ADDRESS: 645 Revlon Dr PHONE: (704) 537-9153

CITY: Charlotte STATE: NC ZIPCODE: 28213

PROPERTY INFORMATION (FROM ENGINEERING FORM):

TAX/PARCEL NUMBER: 199-391-17

STREET ADDRESS: 9316 Windygap Dr

ZONING: Charlotte NC Res - Recreation

PROPERTY OWNER:

NAME: Same
(last) (first) (mi)

ADDRESS: _____ PHONE: (___) _____

CITY: STATE: ZIPCODE:

SUBDIVISION OR MOBILE HOME PARK NAME:

Township (check one):
☒ 0 Mecklenburg County ☐ 2 Davidson ☐ 4 Pineville ☐ 6 Huntersville
☐ 1 Charlotte ☐ 3 Cornelius ☐ 5 Matthews ☐ 7 Mint Hill

LOT NUMBER: 78 LOT SIZE (in acres):

TYPE APPLICATION (check one):

☐ SOIL TEST - INDIVIDUAL LOT (D)
☐ NEW CONSTRUCTION ON VACANT LOT - 4 BEDROOMS OR LESS (N)
☐ EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
☒ ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A or M)
☐ COMMERCIAL OR INDUSTRIAL (N) Replace mobile home with house
☐ SOIL TEST DEVELOPMENT (P)
☒ ADDITION - GARAGE OR RENOVATION/NO MAJOR CHANGES (X)
☐ MODIFIED /ALTERNATIVE/ OR RESIDENCE > 4 BEDROOMS (Z)
☐ REPAIR TO SYSTEM (R)

RESIDENTIAL PROPERTY (Type Building, check one):
☐ SINGLE MOBILE HOME (S) ☒ HOUSE (H) ☐ MULTIPLE FAMILY (U)
☐ DOUBLE WIDE (D) ☐ MODULAR HOME (M) ☐ OTHER _____ (O)

NUMBER BEDROOMS: 3 NUMBER OCCUPANTS: 2

SYSTEM CLASSIFICATION:

COMMERCIAL/INDUSTRIAL PROPERTY:
Type Business _____ # Employees ___ Per Shift ___ ___ ___
Industrial Wastes (Y/N) ___
Underground Storage Tanks On Property (Y/N) ___ Type _____

WATER SUPPLY (check one):
☐ Community (C) ☐ Shared Well (S)
☐ Municipal (M) ☐ Other 'spring' (O)
☒ Private Well (P)

FUTURE ADDITIONS - ALL PLANNED ADDITIONS MUST BE ENTERED (check all that apply):
☐ Swimming Pool ☐ Jacuzzi ☐ Stable/Barn ☐ Workshop ☐ None
☐ Garage ☐ Storage Building ☐ Deck/Patio ☐ Bedrooms ☐ Other

The undersigned, owner, or legal agent for the owner, of the property described above as the "JOB LOCATION" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the MECKLENBURG COUNTY HEALTH DEPARTMENT to enter onto the property for the purpose of processing this request.

Signed: Charlotte Fairman Date: 11/16/92

NOTICE:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws And Rules for Sanitary Sewage Collection, Treatment And Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

...No work shall be conducted on the septic tank system until an installation, Construction, Alteration and/or Repair approval is granted by this Department.

...This permit is not transferable.

... 0 BDRMS TYPE IV

CERT OF REQUIRED

☐ IMPROVEMENT PERMIT - VALID 60 MONTHS FROM ISSUANCE
☐ MOBILE HOME EXCHANGE APPROVAL - VALID 6 MONTHS FROM ISSUANCE
☐ ADDITION/RENOVATION APPROVAL - VALID 1 YEAR FROM ISSUANCE

Environmentalist Date

Director or Authorized Section Head 11-17-92 Date

WATER : 122791

CERTIFICATE OF COMPLETION/OPERATION PERMIT

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

FILE: 999-A DATE: 4-29-93

TC: 193-391-12 ☐ L ☐ CRT

SERIAL Nº 15242

Name of Owner CHARLOTTE FAIRMAN Jurisdiction:

Address of Property 9316 WINDY GAP RD

Inspection Data:

Tank Material PLL

Total Length of Drainfield 200

Number of Lines 4 @ 50

Cover Depth 24"

Water Supply Source WELL

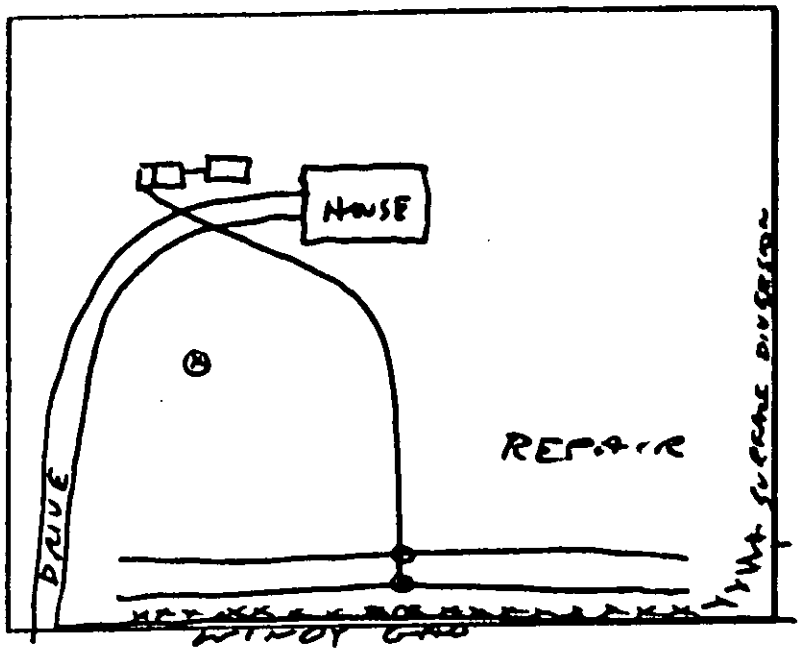
Distance to Water Source 50'

Excavation Inspected

Tank(s) Inspected 4-21-93

Wash Line Inspected —

High Water Alarm Inspected 4-21-93



Design: CTR#

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☒ installed or constructed ☐ altered or repaired

☐ in accordance with the permit issued ☒ as detailed in the plot above

and meets the provisions of 10 NCAC 10A .1900, "Laws And Rules For Sanitary Sewage Collection, Treatment, And Disposal" in effect on the date of issuance of the permit. The issuance of this

☐ Certificate of Completion ☒ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 10 NCAC 10A .1900 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

COMMENTS:

Environmentalist

Mecklenburg County services are available without regard to ethnic origin, sex, or disability.

1984A

North Carolina State Laboratory of Public Health
Department of Health and Human Services
P. O. Box 28047 -- 306 N. Wilmington St. -- Raleigh, N. C. 27611-8047

INORGANIC CHEMICAL ANALYSIS - PRIVATE WATER SYSTEM

Name of System: Fairman, William
Address: 9316 Windy Gap Rd.
Charlotte, NC **Zip:** 28278

County: MECKLENB

Report To: Mecklenburg Co. Env. Health
700 North Tryon Street
Charlotte, NC 28202
Courier: 05-16-21

ATTN: Trevor Thomason
(704) 336-5101

Source of Water: Ground
Source of Sample:
Type of Sample: Raw
Type of Treatment: None
Type of Analysis Private

Collected By: D. CORNELIUS **Date:** 5/2/2005 **Time:** 11:00:00 AM
Location of sampling point: Back Spigot
Remarks:

Parameters	Results	Units	Date Analyzed:
Acidity as CaCO3	36	mg/l	5/4/2005
Alkalinity as CaCO3	44	mg/l	5/4/2005
Arsenic	<0.001	mg/l	5/4/2005
Calcium	16.5	mg/l	5/4/2005
Chloride IC	33	mg/l	5/4/2005
Copper	<0.05	mg/l	5/4/2005
Fluoride	<0.20	mg/l	5/4/2005
Iron	<0.05	mg/l	5/4/2005
Hardness as CaCO3 (Ca,Mg)	71	mg/l	5/4/2005
Magnesium	7.3	mg/l	5/4/2005
Manganese	<0.03	mg/l	5/4/2005
Sodium	12	mg/l	5/4/2005
Lead	<0.005	mg/l	5/4/2005
pH	6.5	Std. unit	5/4/2005
Zinc	<0.05	mg/l	5/4/2005

NCSLPH
North Carolina Public Health
State Laboratory of Public Health

Date Received: 5/4/2005 **Report Date:** 5/19/2005 **Reported By:** DJMcCol
Today's Date: 5/19/2005 **Ref:** 5144 **Login Batch:** 05050009 **Sample Number:** AB26277

Explanations

Coliform Analysis:
If coliform bacteria are Absent, the water is considered safe for drinking purposes. If coliform bacteria are Present, the water is considered unsafe for drinking purposes. Presence of E. coli (bacteria) generally indicates that the water has been contaminated with fecal material. It must be remembered that a water analysis refers only to the sample received and should not be regarded as a complete report on the water supply.

Inorganic Analysis:
Recommended limits for drinking water. Sample should not exceed levels listed below.

Alkalinity	No established limits	Iron	0.30 mg/l
Arsenic	0.01 mg/l	Lead	0.015 mg/l
Calcium	No established limits	Magnesium	No established limits
Chloride	250 mg/l	Manganese	0.05 mg/l
Copper	1.3 mg/l	Nitrate	10 mg/l (as N)
Fluoride	4 mg/l	Nitrite	1.0 mg/l (as N)
Hardness	No established limits	pH	Not less than 6.5 units
		Zinc	5.0 mg/l

North Carolina State Laboratory of Public Health
Department of Health and Human Services
P. O. Box 28047 -- 306 N. Wilmington St. -- Raleigh, N. C. 27611-8047

INORGANIC CHEMICAL ANALYSIS - NITRATE ONLY

Name of System: Fairman, William
Address: 9316 Windy Gap Rd.
Charlotte, NC **Zip:** 28278
County: MECKLENB

Source of Water: Ground
Source of Sample:
Type of Sample: Raw
Type of Treatment: None
Type of Analysis: Nitrate
Category:

Report To: Mecklenburg Co. Env. Health
700 North Tryon Street
Charlotte, NC 28202
Courier: 05-16-21

ATTN: T. Thomason
(704).336-5101

Collected By: D. CORNELIUS **Date:** 5/2/2005 **Time:** 11:00:00 AM
Location of sampling point: Back Spigot
Remarks:

Parameters	Results	Units	Date Analyzed:
Nitrite as N	<0.10	mg/l	5/4/2005
Nitrate as N	2.39	mg/l	5/4/2005

NCPH

State North Carolina Public Health Laboratory of Public Health

EXPLANATION OF RESULTS:

Foster/Therapeutic Homes: Nitrate-N level acceptable if less than or equal to 10 mg/l
Private Well Guidelines: Nitrite-N level should be ≤ 1.0 mg/l and Nitrate-N ≤ 10.0 mg/l

Sample Temperature on Receipt: 5.5 °C
Date Received: 5/4/2005 **Report Date:** 5/19/2005 **Reported By:** D J Moncol
Today's Date: 5/19/2005 **Reference:** 5176 **Login Batch** 05050009 **Sample Number:** AB26309

Explanations

Coliform Analysis:
If coliform bacteria are Absent, the water is considered safe for drinking purposes. If coliform bacteria are Present, the water is considered unsafe for drinking purposes. Presence of E. coli (bacteria) generally indicates that the water has been contaminated with fecal material. It must be remembered that a water analysis refers only to the sample received and should not be regarded as a complete report on the water supply.

Inorganic Analysis:
Recommended limits for drinking water. Sample should not exceed levels listed below.

Alkalinity	No established limits	Iron	0.30 mg/l
Arsenic	0.01 mg/l	Lead	0.015 mg/l
Calcium	No established limits	Magnesium	No established limits
Chloride	250 mg/l	Manganese	0.05 mg/l
Copper	1.3 mg/l	Nitrate	10 mg/l (as N)
Fluoride	4 mg/l	Nitrite	1.0 mg/l (as N)
Hardness	No established limits	pH	Not less than 6.5 units
		Zinc	5.0 mg/l

1984A

MECKLENBURG COUNTY HEALTH DEPARTMENT
Environmental Health Division
Groundwater & Wastewater Services

May 6, 2005

William Fairman
9316 Windy Gap Road
Charlotte, NC 28278

Dear Mr. Fairman:

Re: Bacteriological Well Sample Results / Septic Inspection Report

Enclosed you should find a copy of the laboratory analysis of the well water sample that was collected at 9316 Windy Gap Road on May 2, 2005. The laboratory analysis of the well water sample was reported to be NEGATIVE for total coliform bacteria.

Enclosed you should also find a copy of the report for the septic system inspection that was conducted on May 2, 2005.

Please contact me at (704) 336-5568 if you have any questions.

Sincerely,

Trevor Thomason, R.S.I.
Managed Systems Program Coordinator
Groundwater & Wastewater Services

Enclosures: (2)

CHARLOTTE.

Laboratory Analysis Report
Report Date: 5/5/2005 04:25 PM

LABORATORY SERVICES DIVISION

LOCATION: 9316 WINDY GAP RD
LOC ID: G-PME
SAMPLE DATE-TIME: 5/2/2005 11:00
SAMPLE DESCRIPTION: Grab

SAMPLE ID: AB35125
CHAIN OF CUSTODY #: 05050027

	Parameter	Result	Units	RL	Method	Start Date/ Time	Analyst
AB35125	**E. COLI-PA**	**Absent**	**P/A**		SM 9223B	5/3/2005 10:15	RDW
AB35125	**Total Coliform**	**Absent**	**P/A**		SM 9223B	5/3/2005 10:15	RDW

Comment:

Laboratory Supervisor: _____

Laboratory Certifications: McAlpine NC DENR No.148; Brookshire NC DENR No.162; Hal Marshall N.C. DENR No. 192, N.C. DHHS Laboratory No. 37527

CHARLOTTE-MECKLENBURG UTILITIES - LABORATORY SERVICES DIVISION

Hal Marshall Laboratory, 700 North Tryon St., Charlotte, NC 28202, 704/336-5460

CHAIN OF CUSTODY RECORD

PAGE ___ OF ___

CLIENT: MECKLENBURG COUNTY, LUESA - GROUNDWATER AND WASTEWATER SERVICES

FACILITY: GROUNDWATER (Potable Water)

LOCATION / ADDRESS: 9316 WINDY GAP RD.

LAB CODE (circle one): REAL PRIV NEW TNC MPL (PME) OTHER

Send Report To:
700N Tryon St. Ste. 205
Charlotte, NC 28202

COC#: 0050027

Sampled By (Print Name)
MANNY CORNELIOS

SAMPLE ID	Sample Collector's Initials	Sample Collection: Begin Date and Time	Sample Collection: End Date and Time	Chlorinated System	Sample Temperature: Collection Temp	Sample Temperature: Receipt Temp	Sample Type: Depth Composite	Sample Type: Auto Composite	Sample Type: Hand Comp	Sample Type: Grab	Sample Containers: Plastic	Sample Containers: Glass	Sample Containers: # Containers	Chemical Preservative: None	HNO3	H2SO4	NaOH	HCl	Na2S2O3	pH Correct	Analyses Requested: Total Coliform	Nitrate	Nitrite	Nitrate + Nitrite	Fluoride	Hardness	Metals	Fecal Coliform	Fecal Strep	Pest/PCB, EPA 608	Herb, EPA 8151	VOA, EPA 8260	Semis, EPA 8270
WILLIAM FAIRMAN ↓																																
GWS-	MC	6/2/05 11:00 AM		N	21.4					X	100 ml		1						X	X												
				N																												
				N																												
				N																												
				N																												

NOTES: Complete yellow shaded sections; each "X" needs to be circled.

Itemize requested Metals here:

COMMENTS: ****3-DAY TAT REQUESTED****

Relinquished By: (Signature)	Received By: (Signature)	Date	Time
		5-2-05	1615
Relinquished By: (Signature)	Received By: (Signature)	Date	Time
Relinquished By: (Signature)	Received By: (Signature)	Date	Time
Relinquished By: (Signature)	Received By: (Signature)	Date	Time

Form Revision 05; effective 03/15/2005

CODES: **REAL**=REAL ESTATE TRANSACTION **PRIV**=PRIVATE WELL SAMPLING BY REQUEST OR FOR REPAIR **NEW**=NEW WELL (PERMIT)

N.C. Department of Environment and Natural Resources
Division of Environmental Health

Inspection of Engineered Subsurface Wastewater System

Mecklenburg County **Health Department**	William Fairman **Name of Establishment**	1984A **Permit/Project No.**
9316 Windy Gap Rd. **Location**	Residence **Type of Establishment**	360 gpd **Design Flow**
William Fairman **Owner/Agent**	9316 Windy Gap Rd. **Address**	704-577-9070 **Phone**
N/A **Operator**	**Address**	**Phone**
IV **System Type**	April 2010 **Next Inspection Due**	

	Yes	No	N/A	Comments:
1. ESTABLISHMENT:				
a. Type, size, and sewage flow in accordance with permit?	☒	☐	☐	
2. COLLECTION SYSTEM:				
a. No evidence of leaks into or out from sewer lines/manholes?	☐	☐	☒	
b. Free of blockages/solids buildup in lines or manholes?	☐	☐	☒	
3. TANKAGE: (Grease Traps/Lift Stations/Septic/Dosing Tanks)				
a. Tank risers accessible and surface water diverted?	☒	☐	☐	
b. Tanks and access manholes structurally sound, watertight?	☒	☐	☐	
c. Sanitary tee(s) in good working condition?.....	☐	☐	☒	Sanitary tee not inspected
d. Tanks pumped, cleaned out as needed?.....	☒	☐	☐	
4. RAW SEWAGE LIFT STATION (if present):				
a. Required pumps present, operating, and cycling properly	☐	☐	☒	
b. High-water alarm present and operating properly?	☐	☐	☒	
c. Floats/pipe/valves/disconnects in good condition?	☐	☐	☒	
5. EFFLUENT DOSING SYSTEM:				
a. Effluent appears clear, free of excess solids?	☒	☐	☐	
A. PUMP SYSTEMS:				
a. Required pumps present, operating, and cycling properly?	☒	☐	☐	
b. High-water alarm present and operating properly?	☒	☐	☐	
c. Floats/pipe/valves/disconnects in good working condition?	☒	☐	☐	
d. Control panel enclosure/components in good condition?	☒	☐	☐	
e. Elapsed time readings: _____ _____ _____ _____				
B. SIPHON SYSTEMS:				
a. No evidence of overflow or siphon leakage?	☐	☐	☒	
b. Siphon(s) appear to be working/alternating properly?	☐	☐	☒	
c. Bells and vents free of debris and in good condition?	☐	☐	☒	

6. GROUND ABSORPTION FIELDS:

a. No evidence of effluent surfacing/reaching surface waters?	☒	☐	☐	
b. Minimal ponding in subsurface trenches?	☒	☐	☐	
c. Surface water being effectively diverted away?	☒	☐	☐	
d. Diversions/ditches/swales/tiles drains properly maintained?	☒	☐	☐	
e. Line cover/vegetation adequate/maintained as needed?	☒	☐	☐	
f. Protected from traffic, destructive uses?	☒	☐	☐	
g. Distribution devices in good condition, working properly?	☒	☐	☐	
h. Repair area properly reserved, maintained?	☒	☐	☐	

A. LOW PRESSURE PIPE DRAIN FIELDS:

a. Turnups/cleanouts/valves intact and accessible?	☒	☐	☐	
b. No effluent standing in lower laterals?	☐	☐	☐	Not inspected
c. Laterals free of excess solids, cleaned out as needed?	☐	☐	☐	Not Inspected
d. Pressure head is properly adjusted?	☐	☐	☐	Not Inspected

OVERALL CONDITION AND OPERATION OF SYSTEM:

No sewage observed on the ground surface at the time of inspection.

No problems detected with system operation at the time of inspection.

SUMMARY OF REPAIRS REQUIRED AT THIS TIME:

***REPAIR WITHIN DAYS.**

SYSTEM MAINTENANCE/IMPROVEMENTS REQUIRED:

*The MCHD recommends having the tanks (septic & dosing) pumped out every 3 to 5 years to remove excess solids.

DATE: 5/2/05

SIGNED: _____ AGENT

Division of Environmental Health

MECKLENBURG COUNTY HEALTH DEPARTMENT
Environmental Health Division
Groundwater and Wastewater Services

RCVD
85.00
3234
JKA 3/7/05

February 28, 2005

Fairman, Bill

9316 Windygap Road

Charlotte NC 28278

Dear Property Owner:

The North Carolina Administrative Code [G.S. 130A-335(a) 15A NCAC 18A .1961(a)(2)(b)(j)] requires the Mecklenburg County Health Department to conduct routine inspections for all Type IIIb, IV, V, and VI septic systems installed or repaired, in Mecklenburg County, after July 1, 1992. Copies of the regulations are available in our office. You may also obtain a copy of the regulations by visiting:
http://www.deh.enr.state.nc.us/oww/Rulelaw/june2003Rules.pdf

Our records indicate that the Type **IV** septic system serving the property located at:

9316 Windygap Road
Charlotte NC 28278
MCHD File Number: 1984A

is due for inspection on: **4/23/2005**

The fee for this inspection is $85.00. Your payment should be received in our office no later than March 18, 2005. The system inspection will not be scheduled until payment is received in our office. Failure to comply with these requirements may result in legal action being taken against you.

Please mail payment or present in person to:
Mecklenburg County Health Department, 700 N. Tryon Street, Suite 211, Charlotte, NC 28202
Make checks payable to the Mecklenburg County Health Department. Include your phone number and the MCHD File Number listed above on the check. Do not mail CASH payment.

Once payment is received in our office, I will contact you to schedule an inspection time. If possible, I encourage you to be present during the inspection. This will allow an opportunity for you to observe the inspection process, receive information regarding your septic system, and ask any questions you may have about your system. System inspections take approximately one hour to perform.

Upon completion of the inspection you will be supplied with a copy of the inspection report. The report will include an assessment of the system's operation and recommendations to ensure your septic system operates in a safe and efficient manner. In addition, if you are served by a private well, a bacteriological sample will be collected and analyzed to assess the quality of your water supply source. The water analysis will be performed at no additional cost.

The septic system inspection and private well sampling programs are important initiatives intended to protect the public's health and groundwater resources in our community. Your cooperation in these efforts is greatly appreciated. Please contact me at (704) 336-5568 if you have any questions regarding this matter.

Sincerely,

Trevor Thomason, R.S.I.
Managed Systems Program Coordinator
Groundwater and Wastewater Services

N. C. Department of Environment and Natural Resources
Division of Environmental Health

INSPECTION OF ENGINEERED SUBSURFACE WASTEWATER SYSTEM

MECKLENBURG COUNTY — Health Department
1984A — Permit/Project No.
9316 WINDY GAP ROAD — Location
RESIDENCE — Name of Establishment
360 GPD — Design Flow
BILL FAIRMAN — Owner/Agent
9316 WINDY GAP ROAD CHARLOTTE, NC — Address
Phone
CLAY OAKS — Operator
Address
Phone
Remarks TYPE IIIA

	Yes	No	REMARKS
1. ESTABLISHMENT: Type, size, and sewage flow in accordance with permit?	☑	☐	
2. COLLECTION SYSTEM: No evidence of leaks into or out from sewer lines/manholes?	☐	☐	
Free of blockages/solids buildup in lines or manholes?	☐	☐	
3. TANKAGE (Grease Traps/Lift Stations/Septic/Dosing Tanks): Tank risers accessible and surface water diverted?	☑	☐	
Tanks and access manholes structurally sound, watertight?	☑	☐	
Sanitary tee(s) in good working condition?	☐	☐	
Tanks pumped, cleaned out as needed?	☑	☐	
4. RAW SEWAGE LIFT STATION (if present): Required pumps present, operating, and cycling properly?	☐	☐	
High-water alarm present and operating properly?	☐	☐	
Floats/pipe/valves/disconnects in good working condition?	☐	☐	
Control panel enclosure/components in good condition?	☐	☐	
5. EFFLUENT DOSING SYSTEM: Effluent appears clear, free of excess solids?	☑	☐	
PUMP SYSTEMS: Required pumps present, operating, and cycling properly?	☑	☐	
High-water alarm present and operating properly?	☑	☐	
Floats/pipe/valves/disconnects in good working condition?	☑	☐	
Control panel enclosure/components in good condition?	☑	☐	
Elapsed time readings: _____ _____ _____ _____			
SIPHON SYSTEMS: No evidence of overflow or siphon leakage?	☐	☐	
Siphon(s) appear to be working/alternating properly?	☐	☐	
Bells and vents free of debris and in good condition?	☐	☐	
6. GROUND ABSORPTION FIELDS: No evidence of effluent surfacing/reaching surface waters?	☑	☐	LOOKS GOOD.
Minimal ponding in subsurface trenches?	☑	☐	
Surface water being effectively diverted away?	☑	☐	
Diversions/ditches/swales/tile drains properly maintained?	☑	☐	
Line cover/vegetation adequate/maintained as needed?	☑	☐	
Protected from traffic, destructive uses?	☑	☐	
Distribution devices in good condition, working properly?	☑	☐	
Repair area properly reserved, maintained?	☑	☐	
LOW-PRESSURE PIPE DRAIN FIELDS: Turnups/cleanouts/valves intact and accessible?	☑	☐	
No effluent standing in lower laterals?	☑	☐	
Laterals free of excess solids, cleaned out as needed?	☑	☐	
Pressure head is properly adjusted?	☐	☐	

OVERALL CONDITION AND OPERATION OF SYSTEM: NO EFFLUENT SURFACING.

SUMMARY OF IMPROVEMENTS NEEDED:

Improvement	Repair Within (Days

DATE: 5/9/02 SIGNED: [signature] RSI AGENT
Division of Environmental Health

– over –

DENR 3702 (Revised 3/98)
On-Site Wastewater Section (Review 12/98)

SUMMARY OF IMPROVEMENTS NEEDED (cont.)

Improvement	Repair Within (Days)

INTENT TO SUSPEND OR REVOKE PERMIT

This is to notify you of intent to suspend/revoke your operation permit/certificate of completion 60 days from this date for the following
(circle one) *(circle one)*

violations: _____
[Law or Rule(s)]

If suspended, the operation permit or certificate of completion remains suspended until violations are corrected. A hearing will be held prior to suspension or revocation if you file a petition for a hearing with the Office of Administrative Hearings, P. O. Drawer 27447, Raleigh, NC 27611-7447, in writing within the number of days specified above of your intent to attend the hearing. If you do not petition the Office of Administrative Hearings, the operation permit or certificate of completion will be suspended or revoked.

IMMEDIATE SUSPENSION OR REVOCATION OF PERMIT

This is to notify you of immediate suspension/revocation of your operation permit/certificate of completion for the following violations:
(circle one) *(circle one)*

_____
[Law or Rule(s)]

If suspended, the permit or certificate remains suspended until the violations are corrected. You will be notified of the day and location of a hearing on this suspension or revocation by a hearing officer from the Office of Administrative Hearings.

This the _____ day of _____, 19 _____.

_____ Agent
DIVISION OF ENVIRONMENTAL HEALTH

INSTRUCTIONS

Purpose: Article 11 of Chapter 130A requires the Commission for Health Services to adopt rules governing the design, construction, and operation of on-site wastewater systems. 15A NCAC 18A .1937 specifies that the local health department shall determine whether systems with an Operation Permit are operating properly at a frequency specified in Rule .1961, Table V(a), and that systems which exceed 3,000 gallons per day and other systems which are required to be designed by a professional engineer shall be reinspected annually. This form is developed to be used in making inspections of engineered subsurface wastewater systems.

Preparation: Local environmental health specialists shall complete the form every time they conduct an inspection. Prepare an original and two copies for:

1. Original to be left with the responsible person.
2. Copy for the local health department.
3. Copy for the On-Site Wastewater Section, Division of Environmental Health.

In the event the permit is suspended or revoked, complete the portion above.

Disposition: This form may be destroyed in accordance with Standard 7, Inspection Records, of the *Records Disposition Schedule* published by the N.C. Division of Archives and History.

Additional forms may be ordered from: On-Site Wastewater Section
Division of Environmental Health
P. O. Box 29594
Raleigh, NC 27626-0594
(Courier 52-01-00)

N. C. DEPARTMENT OF ENVIRONMENT, HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

INSPECTION OF ENGINEERED SUBSURFACE SEWAGE SYSTEM

Mecklenburg County — Health Department
Residence — Name of Establishment
1984A — Permit/Project No.
9316 Windy Gap Rd — Location
Type of Establishment
360 gpd — Design Flow
Bill Fairman 9316 Windy Gap Road — Owner/Agent — Address — Phone
Clay Oaks 8531 OH Pond Road, Charlotte, NC 28214 — Operator — Address — Phone
Remarks: System has not been operated properly in past

	Yes	No	REMARKS
1. ESTABLISHMENT:			
Type, size, and sewage flow in accordance with permit?	☑	☐	
2. COLLECTION SYSTEM:			
No evidence of leaks into or out from sewer lines/manholes?	☐	☐	
Free of blockages/solids buildup in lines or manholes?	☐	☐	
3. TANKAGE (Grease Traps/Lift Stations/Septic/Dosing Tanks):			
Tank risers accessible and surface water diverted?	☑	☐	
Tanks and access manholes structurally sound, watertight?	☑	☐	
Sanitary tee(s) in good working condition?	☐	☐	
Tanks pumped, cleaned out as needed?	☐	☑	Needs pumping
4. RAW SEWAGE LIFT STATION (If Present):			
Required pumps present, operating, and cycling properly?	☐	☐	
High-water alarm present and operating properly?	☐	☐	
Floats/pipe/valves/disconnects in good working condition?	☐	☐	
Control panel enclosure/components in good condition?	☐	☐	
5. EFFLUENT DOSING SYSTEM:			
Effluent appears clear, free of excess solids?	☐	☐	
PUMP SYSTEMS:			
Required pumps present, operating, and cycling properly?	☑	☐	
High-water alarm present and operating properly?	☐	☐	Could not verify - Inside
Floats/pipe/valves/disconnects in good working condition?	☑	☐	
Control panel enclosure/components in good condition?	☑	☐	
Elapsed time readings: _____ _____ _____			
SIPHON SYSTEMS:			
No evidence of overflow or siphon leakage?	☐	☐	
Siphon(s) appear to be working/alternating properly?	☐	☐	
Bells and vents free of debris and in good condition?	☐	☐	
6. GROUND ABSORPTION FIELDS:			
No evidence of effluent surfacing/reaching surface waters?	☐	☑	Broken turn up on line #2
Minimal ponding in subsurface trenches?	☑	☐	
Surface water being effectively diverted away?	☑	☐	
Diversions/ditches/swales/tile drains properly maintained?	☑	☐	
Line cover/vegetation adequate/maintained as needed?	☑	☐	
Protected from traffic, destructive uses?	☑	☐	
Distribution devices in good condition, working properly?	☑	☐	
Repair area properly reserved, maintained?	☑	☐	
LOW-PRESSURE PIPE DRAIN FIELDS:			
Turnups/cleanouts/valves intact and accessible?	☐	☑	
No effluent standing in lower laterals?	☑	☐	
Laterals free of excess solids, cleaned out as needed?	☐	☑	
Pressure head is properly adjusted?	☐	☑	Not operated

OVERALL CONDITION AND OPERATION OF SYSTEM: System needs to be flushed and regulated after turn up is repaired. Tanks need to be pumped.

SUMMARY OF IMPROVEMENTS NEEDED:

Improvement	Repair Within (Days)
Repair broken standpipe turnup	30
Flush and regulate System	30

DATE: 8-21-98 SIGNED: Jonny B. Thompson Jr., R.S. AGENT
Division of Environmental Health

DEHNR 3702 (Revised 9/91)
Environmental Health Services Section (Review 9/95)

SUMMARY OF IMPROVEMENTS NEEDED (Continued)

Improvement	Repair Within (Days)

INTENT TO SUSPEND OR REVOKE PERMIT

This is to notify you of intent to suspend/revoke (circle one) your operation permit/certificate of completion (circle one) 60 days from this date for the following violations:

_____

[Law or Rule(s)]

If suspended, the operation permit or certificate of completion remains suspended until violations are corrected. A hearing will be held prior to suspension or revocation if you file a petition for a hearing with the Office of Administrative Hearings, P. O. Drawer 27447, Raleigh, NC 27611-7447, in writing within the number of days specified above of your intent to attend the hearing. If you do not petition the Office of Administrative Hearings, the operation permit or certificate of completion will be suspended or revoked.

IMMEDIATE SUSPENSION OR REVOCATION OF PERMIT

This is to notify you of immediate suspension/revocation (circle one) of your operation permit/certificate of completion (circle one) for the following violations: _____

[Law or Rule(s)]

If suspended, the permit or certificate remains suspended until the violations are corrected. You will be notified of the day and location of a hearing on this suspension or revocation by a hearing officer from the Office of Administrative Hearings.

This the _____ day of _____, 19 ____.

_____ Agent
DIVISION OF ENVIRONMENTAL HEALTH

INSTRUCTIONS

Purpose: Article 11 of Chapter 130A requires the Commission for Health Services to adopt rules governing the design, construction, and operation of sanitary sewage systems. 15A NCAC 18A .1937 specifies that the local health department shall determine whether systems with an Operation Permit are operating properly at a frequency specified in Rule .1961, Table V(a), and that systems which exceed 3,000 gallons per day and other systems which are required to be designed by a professional engineer shall be reinspected annually. This form is developed to be used in making inspections of engineered subsurface sewage systems.

Preparation: Local environmental health specialists shall complete the form every time they conduct an inspection. Prepare an original and two copies for:

1. Original to be left with the responsible person.
2. Copy for the local health department.
3. Copy for the Environmental Health Services Section, Division of Environmental Health.

In the event the permit is suspended or revoked, complete the portion above.

Disposition: This form may be destroyed in accordance with Standard 7, Inspection Records, of the *Records Disposition Schedule* published by the N. C. Division of Archives and History.

Additional forms may be ordered from: Environmental Health Services Section
Division of Environmental Health
P. O. Box 27687
Raleigh, NC 27611-7687
(Courier 52-01-00)

CLAY'S WASTEWATER SERVICES
INSPECTION OF ENGINEERED SUBSURFACE SEWAGE SYSTEM

CLT NC — Name of Establishment: RESIDENTIAL HOME — Permit/Project No.

Location: BILL FAIRMAN — Type of Establishment: 4376 WINDY CAP RD

Owner: Clay Oakley — Address — Phone

Operator

	YES	NO
1. ESTABLISHMENT:		
Type, size, and sewage flow in accordance with permit?	✓	
2. COLLECTION SYSTEM:		
No evidence of leaks into or out from sewer lines/manholes?	✓	
Free of blockage/solids buildup in lines or manholes?	✓	
3. TANKAGE (Grease Traps/Lift Stations/Septic/Dosing Tanks):	✓	
Tank rises accessible and surface water diverted?	✓	
Tanks and access manholes structurally sound, watertight	✓	
Sanitary tee(s) in good working condition?	✓	
Tanks pumped, cleaned out as needed?	✓	
4. RAW SEWAGE LIFT STATION (If Present):		
Required pumps present, operating, and cycling properly?	✓	
High-water alarm present and operating properly?	✓	
Floats/pipe/valves/disconnects in good working condition?	✓	
Control panel enclosure/ components in good condition?	✓	
5. EFFLUENT DOSING SYSTEM:	✓	
Effluent appears clear, free of excess solids?		
PUMP SYSTEMS:		
Required pumps present, operating, and cycling properly?		
High-water alarm present and operating properly?		
Floats/pipe/valves/disconnects in good working condition?		
Control panels enclosure/ components in good condition?		
Elapsed time readings: ____ ____ ____ ____		
SIPHON SYSTEM:		
No evidence of overflow or siphon leakage?		
Siphon(s) appear to be working/ alternating properly?		
Bells and vents free of debris and in good condition?		
6. GROUND ABSORPTION FIELDS:		✓
No evidence of effluent surfacing/ reaching surface waters?	✓	
Minimal ponding in subsurface trenches?	✓	
Surface water being effectively diverted away?	✓	
Diversions/ ditches/ swales/ tile drains properly maintained?	✓	
Line cover/ vegetation adequate/ maintained as needed?	✓	
Protected from traffic, destructive uses?	✓	
Distribution devices in good condition, working properly?	✓	
Repair area properly reserved, maintained?	✓	
LOW-PRESSURE PIPE DRAIN FIELDS:		
Turnups/ cleanouts/ valves intact and accessible?	✓	
No effluent standing in lower laterals?	✓	
Laterals free of excess solids, cleaned out as needed?	✓	
Pressure head is properly adjusted?	✓	

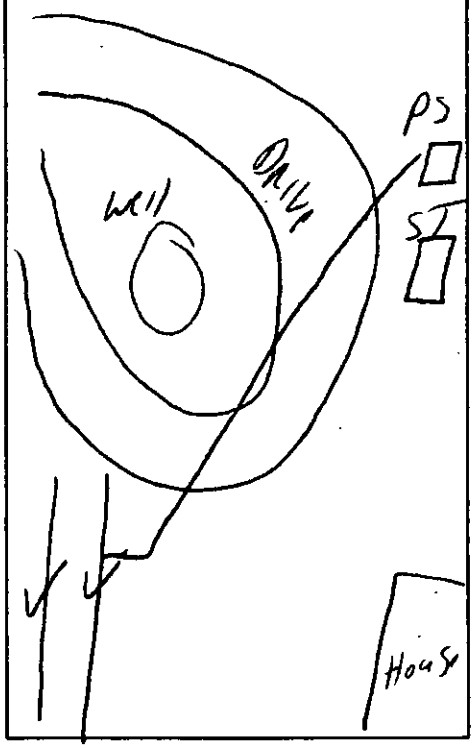
INSPECTION FREQUENCY

Annual — Quarterly

Bi-Annual — Yearly

Other

SITE LOCATION MAP



OVERALL CONDITION AND OPERATION OF SYSTEM: COMPLIANT

IMPROVEMENT:

DATE: 7-11-01 **SIGNED:**

9316 Windy Gap Rd

SUBSURFACE WASTEWATER DISPOSAL SYSTEM
MONITORING REPORT FORM

Pilot Healthy Farms — 7-3-99
Name and Location — Date of Inspection — Permit No.

Mck — IIA
County — System Classification

Clay Oaks — Chan Farms, 9316 Windy Gap Rd
Name and Address of ORC — Name and Address of Owner

9001 Sirsing Pl
Chan N.C. 28214

Phone No. (704) 393-9270

	YES	NO	
LIFT STATION (if present):			
Required pumps present & operating properly?	✓		
High water alarm operating properly?	✓		
Floats, pipes, valves, disconnects in good condition?	✓		
Control panel enclosure/components in good condition?	✓		
EFFLUENT DOSING STATION:			
Required pumps present & operating properly			
High water alarm operating properly?			
Floats, pipes, valves, disconnects in good condition?			
Control panel enclosure/components in good condition?			
Effluent appears clear and free of solids?			
Zone valve sequencer operating properly?			
GROUND ABSORPTION FIELDS (general):			
Evidence of effluent surfacing?		✓	
Surface water being effectively diverted away?	✓		
Vegetative cover maintained properly?	✓		
Protected from traffic, destructive uses?	✓		
Distribution devices in good working condition? (manual valves, manifolds, etc.)	✓		
Repair area properly reserved, maintained?	✓		
Field free of settled or low areas?	✓		
LOW PRESSURE PIPE SYSTEM:			
Turnups/cleanouts/valves intact and accessible?	✓		
Laterals free of excess solids?	✓		
Laterals flushed this inspection?	✓		
Pressure head is properly adjusted?	✓		2.0 FT PL

SPECIAL CONDITIONS:

COMMENTS: Replaced 60 GPD 5 HP w/ HYDROMATIC 6 HP 60 GPD installed 2/99 was operating at less than 50% BEFORE being CFO

COMPLIANCE STATUS: compliant ✓ NON-COMPLIANT ____

✓ CHECK IF PRESSURE HEAD EVALUATION

DATE: 7/3/99 SIGNATURE OF "ORC": Clay Oaks

LPP WASTEWATER DISPOSAL SYSTEM

PRESSURE HEAD EVALUATION SHEET

SYSTEM NAME: FAIRMAN 9316 Windy 6AP

TYPE IV A

DESIGN FLOW: 6 Rotors on 162 gal/cycle/8.1 min cycle 2163 gpd
* For 3 Lines / # 4 Lines

DOSING TANK CAPACITY: 1500 gal * 25 gallons per inch depth

	Water Level Measurement		Time	
[redacted] Desi-Pump Tank	40 in	inches		minutes
END:	11 11 32	inches	8	minutes

[redacted]

Average Flow: 27 gmp

Steady State Flow: 27 gmp

Drainback Amount: 0 gallons

Line #	Design Head	Observed Head	Adjusted Head	Line#	Design Head	Observed Head	Adjusted Head
1	2	2	0				
2	2	2	0				
3	2	2	0				
4	2	2	0				

REMARKS:

Evaluation By: CLAY OAKS Date: 7-3-99

Checked by: [signature] Date: 7-3-99

ORC

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

INSPECTION AND MAINTENANCE AGREEMENT (rev. 3/91)

this agreement is made and entered into this 20 day of July, 1994, by and between CHARLOTTE Fairmont (hereinafter the "Owner") and CLAY OAKS (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. Adm. 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 IVA 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
9316 W/of Gap Rd
CHAR NC.

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 IVA 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) INSPECT & REPORT TO CMHD
(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.

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 Contractors 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 Contractors 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-A System.

g. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 24 hours after receipt of such request.

2. The Owner's Obligations.

a. The Owner shall pay to the Contractor the sum of $230.00 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 10% 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% percent per month.

b. Within 10 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.

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 the 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:
CHARLOTTE FAIRMAN
9316 WINDY GAP RD
CHOK NC.

To the Contractor:
CLAY OAKS
9001 SUGAR PINE RD
CHAR NC. 28214

To the Local Health Department:
LARRY THOMPSON C/O MLHD
700 N. TRYON ST
CHAR NC 28202-2236

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 deliver, 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.

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 of this Agreement, the 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 10 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 IIA system upon thirty (30) days written notice to the Owner and to the local health department.

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 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 actions, 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.

Charlotte Jarman
(Owner)

Attest:

Contract Terms (Check one)

	Begin Date	End Date
( ) 1 Year		
( ) 3 Years		
(✓) 5 Years	7-3-99	7-3-2004
( ) Other		

Clayton J Oden
(Contractor)

Attest:

SUBSURFACE WASTEWATER DISPOSAL SYSTEM
MONITORING REPORT FORM

BILL FAIRMAN — 2-23-99

me and Location — Date of Inspection — Permit No.

MACK — IIA

County — System Classification

CLAY OAKS 8531 OLD DOMO RD

Name and Address of ORC — Name and Address of Owner

Phone No. 704 393-9270

Areas Evaluate During Inspection

	YES	NO	
LIFT STATION (if present):			
Required pumps present & operating properly?			
High water alarm operating properly?			
Floats, pipes, valves, disconnects in good condition?			
Control panel enclosure/components in good condition?			
EFFLUENT DOSING STATION:			
Required pumps present & operating properly	✓		
High water alarm operating properly?	✓		
Floats, pipes, valves, disconnects in good condition?	✓		
Control panel enclosure/components in good condition?	✓		
Effluent appears clear and free of solids?	✓		____ "solids
Zone valve sequencer operating properly?	N/A		
GROUND ABSORPTION FIELDS (general):			
Evidence of effluent surfacing?		✓	
Surface water being effectively diverted away?	✓		
Vegetative cover maintained properly?	✓		
Protected from traffic, destructive uses?	✓		
Distribution devices in good working condition? (manual valves, manifolds, etc.)	✓		
Repair area properly reserved, maintained?	✓		
Field free of settled or low areas?	✓		
LOW PRESSURE PIPE SYSTEM:			
Turnups/cleanouts/valves intact and accessible?	✓		
Laterals free of excess solids?	✓		
Laterals flushed this inspection?		✓	
Electric zone valves operating properly?	N/A		
Pressure head is properly adjusted?	✓		

SPECIAL CONDITIONS:

COMMENTS:

COMPLIANCE STATUS: compliant ✓ NON-COMPLIANT ____

____ CHECK IF PRESSURE HEAD EVALUATION SHEET IS ATTACHED.

DATE: 2/23/99 SIGNATURE OF "ORC": [signature]

SUBSURFACE WASTEWATER DISPOSAL SYSTEM
MONITORING REPORT FORM

Bill FARMER 9316 Windy Cap 9-14-98
me and Location — Date of Inspection — Permit No.

MICK — II
County — System Classification

CLAY OAKS
Name and Address of ORC — Name and Address of Owner

Phone No. (704) 393-9270

Areas Evaluate During Inspection:

	YES	NO	
LIFT STATION (if present):			
Required pumps present & operating properly?	✓		
High water alarm operating properly?	✓		
Floats, pipes, valves, disconnects in good condition?	✓		
Control panel enclosure/components in good condition?	✓		
EFFLUENT DOSING STATION:			
Required pumps present & operating properly			
High water alarm operating properly?			
Floats, pipes, valves, disconnects in good condition?			
Control panel enclosure/components in good condition?			
Effluent appears clear and free of solids?			"solids
Zone valve sequencer operating properly?			
GROUND ABSORPTION FIELDS (general):			
Evidence of effluent surfacing?		✓	
Surface water being effectively diverted away?	✓		
Vegetative cover maintained properly?	✓		
Protected from traffic, destructive uses?	✓		
Distribution devices in good working condition? (manual valves, manifolds, etc.)	✓		
Repair area properly reserved, maintained?	✓		
Field free of settled or low areas?	✓		
LOW PRESSURE PIPE SYSTEM:			
Turnups/cleanouts/valves intact and accessible?		✓	
Laterals free of excess solids?	✓		
Laterals flushed this inspection?	✓		
Electric zone valves operating properly?			
Pressure head is properly adjusted?	✓		

SPECIAL CONDITIONS:

COMMENTS: REPLACED 1¼" TURNUP ON LINE #2

COMPLIANCE STATUS: compliant ✓ NON-COMPLIANT ____

✓ CHECK IF PRESSURE HEAD EVALUATION SHEET IS ATTACHED.

DATE: 9/14/98 SIGNATURE OF "ORC": [signature]

LPP WASTEWATER DISPOSAL SYSTEM

PRESSURE HEAD EVALUATION SHEET

STEM NAME: Bill Fairman 9316 Wing Gap Rd

ZONE #: 4a DESIGN FLOW: 6 min / 162 gal pc. / 27 gpm

DOSING TANK CAPACITY: 1000 gals gallons per inch depth

	Water Level Measurement	Time
DRAINBACK END:	_____ inches	_____ minutes
END:	_____ inches	_____ minutes
STEADY STATE:	_____ inches	_____ minutes
BEGIN:	_____ inches	

Average Flow: .3 gmp

Steady State Flow: _____ gmp

Drainback Amount: _____ gallons

Line #	Design Head	Observed Head	Adjusted Head	Line#	Design Head	Observed Head	Adjusted Head
1	2	2	2				
2	2	0	2				
3	2	2	2				
4	2	2	2				

REMARKS: FLUSHED LATERALS / PUMPED SEPTIC & PUMP TANK

Evaluation By: _____ Date: _____

Checked by: _____ Date: 9-14-95

SUBSURFACE WASTEWATER DISPOSAL SYSTEM
MONITORING REPORT FORM

Bill FAIRMAN — WINDY GAP RD — 6-18-98
me and Location — Date of Inspection — Permit No.

MCCK — IV
County — System Classification

CLAY OAKS 8531 OLD DOWD RD / Bill FAIRMAN
Name and Address of ORC — Name and Address of Owner

Phone No. (704) 393 9270

Areas Evaluate During Inspection

	YES	NO	
LIFT STATION (if present):			
Required pumps present & operating properly?	✓		
High water alarm operating properly?	✓		
Floats, pipes, valves, disconnects in good condition?	✓		
Control panel enclosure/components in good condition?	✓		
EFFLUENT DOSING STATION:			
Required pumps present & operating properly			
High water alarm operating properly?			
Floats, pipes, valves, disconnects in good condition?			
Control panel enclosure/components in good condition?			
Effluent appears clear and free of solids?			*solids
Zone valve sequencer operating properly?			
GROUND ABSORPTION FIELDS (general):			
Evidence of effluent surfacing?		✓	
Surface water being effectively diverted away?	✓		
Vegetative cover maintained properly?	✓		
Protected from traffic, destructive uses?	✓		
Distribution devices in good working condition? (manual valves, manifolds, etc.)	✓		
Repair area properly reserved, maintained?	✓		
Field free of settled or low areas?	✓		
LOW PRESSURE PIPE SYSTEM:			
Turnups/cleanouts/valves intact and accessible?	✓		
Laterals free of excess solids?	✓		
Laterals flushed this inspection?		✓	
Electric zone valves operating properly?	✓		
Pressure head is properly adjusted?			

SPECIAL CONDITIONS:

COMMENTS: ATTEMPTING TO LOCATE PRESSURE HEADS FOR SYSTEM. ANY OLD PAPERWORK WOULD BE HELPFUL THANKS.

COMPLIANCE STATUS: compliant ✓ NON-COMPLIANT ____

____ CHECK IF PRESSURE HEAD EVALUATION SHEET IS ATTACHED.

DATE: 6/18/98 SIGNATURE OF "ORC": [signature]

N. C. DEPARTMENT OF ENVIRONMENT, HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

INSPECTION OF ENGINEERED SUBSURFACE SEWAGE SYSTEM

Mitchell
Health Department

1984A
Permit/Project No.

9316 Windy Gap Rd.
Location

RESIDENTIAL
Name of Establishment
Type of Establishment

360
Design Flow

Owner/Agent — Address — Phone

NONE - OPERATOR PAID INITIALLY, NEVER SHOWED FOR INSPECTION.
Operator — Address — Phone

NO OPERATOR HAS EVER INSPECTED SYSTEM.
Remarks

	Yes	No	REMARKS
1. ESTABLISHMENT:			
Type, size, and sewage flow in accordance with permit?	☑	☐	
2. COLLECTION SYSTEM:			
No evidence of leaks into or out from sewer lines/manholes?	☐	☐	
Free of blockages/solids buildup in lines or manholes?	☐	☐	
3. TANKAGE (Grease Traps/Lift Stations/Septic/Dosing Tanks):			
Tank risers accessible and surface water diverted?	☑	☐	
Tanks and access manholes structurally sound, watertight?	☑	☐	
Sanitary tee(s) in good working condition?	☐	☐	
Tanks pumped, cleaned out as needed?	☐	☐	UNKNOWN - TANKS WERE UNACCESSIBLE
4. RAW SEWAGE LIFT STATION (If Present):			
Required pumps present, operating, and cycling properly?	☐	☐	
High-water alarm present and operating properly?	☐	☐	
Floats/pipe/valves/disconnects in good working condition?	☐	☐	
Control panel enclosure/components in good condition?	☐	☐	
5. EFFLUENT DOSING SYSTEM:			
Effluent appears clear, free of excess solids?	☐	☐	UNKNOWN -
PUMP SYSTEMS:			
Required pumps present, operating, and cycling properly?	☑	☐	UNKNOWN - LID UNACCESSIBLE TO BE
High-water alarm present and operating properly?	☑	☐	
Floats/pipe/valves/disconnects in good working condition?	☐	☐	OPENED TO '
Control panel enclosure/components in good condition?	☐	☐	
Elapsed time readings: _____ _____ _____ _____			
SIPHON SYSTEMS:			
No evidence of overflow or siphon leakage?	☐	☐	
Siphon(s) appear to be working/alternating properly?	☐	☐	
Bells and vents free of debris and in good condition?	☐	☐	
6. GROUND ABSORPTION FIELDS:			
No evidence of effluent surfacing/reaching surface waters?	☐	☑	
Minimal ponding in subsurface trenches?	☐	☑	LOWER LINE SURFACING.
Surface water being effectively diverted away?	☑	☐	
Diversions/ditches/swales/tile drains properly maintained?	☐	☑	
Line cover/vegetation adequate/maintained as needed?	☐	☑	
Protected from traffic, destructive uses?	☐	☑	
Distribution devices in good condition, working properly?	☐	☑	
Repair area properly reserved, maintained?	☑	☐	
LOW-PRESSURE PIPE DRAIN FIELDS:			
Turnups/cleanouts/valves intact and accessible?	☐	☐	
No effluent standing in lower laterals?	☑	☐	
Laterals free of excess solids, cleaned out as needed?	☐	☐	
Pressure head is properly adjusted?	☐	☑	

OVERALL CONDITION AND OPERATION OF SYSTEM: PUMP FUNCTIONS AND OVERALL SYSTEM IN GENERAL CONDITION. VALVE BOXES DAMAGED THROUGH COMPANY DRIVING OVER SYSTEM WHICH IS SCHEDULED FOR REPAIR. EFFLUENT SURFACING OVER BOTTOM LEFT LINE SUMMARY OF IMPROVEMENTS NEEDED: OTHERS LINES WERE NOT PONDING.

Improvement	Repair Within (Days)

DATE: _____ SIGNED: _____ AGENT

Division of Environmental Health

DEHNR 3702 (Revised 9/91)
Environmental Health Services Section (Review 9/95)

SUMMARY OF IMPROVEMENTS NEEDED (*Continued*)

Improvement	Repair Within (Days)

INTENT TO SUSPEND OR REVOKE PERMIT

This is to notify you of intent to suspend/revoke (*circle one*) your operation permit/certificate of completion (*circle one*) 60 days from this date for the following violations:

_____
[Law or Rule(s)]

If suspended, the operation permit or certificate of completion remains suspended until violations are corrected. A hearing will be held prior to suspension or revocation if you file a petition for a hearing with the Office of Administrative Hearings, P. O. Drawer 27447, Raleigh, NC 27611-7447, in writing within the number of days specified above of your intent to attend the hearing. If you do not petition the Office of Administrative Hearings, the operation permit or certificate of completion will be suspended or revoked.

IMMEDIATE SUSPENSION OR REVOCATION OF PERMIT

This is to notify you of immediate suspension/revocation (*circle one*) of your operation permit/certificate of completion (*circle one*) for the following violations: _____
[Law or Rule(s)]

If suspended, the permit or certificate remains suspended until the violations are corrected. You will be notified of the day and location of a hearing on this suspension or revocation by a hearing officer from the Office of Administrative Hearings.

This the _____ day of _____, 19____

_____ Agent
DIVISION OF ENVIRONMENTAL HEALTH

INSTRUCTIONS

Purpose: Article 11 of Chapter 130A requires the Commission for Health Services to adopt rules governing the design, construction, and operation of sanitary sewage systems. 15A NCAC 18A .1937 specifies that the local health department shall determine whether systems with an Operation Permit are operating properly at a frequency specified in Rule .1961, Table V(a), and that systems which exceed 3,000 gallons per day and other systems which are required to be designed by a professional engineer shall be reinspected annually. This form is developed to be used in making inspections of engineered subsurface sewage systems.

Preparation: Local environmental health specialists shall complete the form every time they conduct an inspection. Prepare an original and two copies for:

1. Original to be left with the responsible person.
2. Copy for the local health department.
3. Copy for the Environmental Health Services Section, Division of Environmental Health.

In the event the permit is suspended or revoked, complete the portion above.

Disposition: This form may be destroyed in accordance with Standard 7, Inspection Records, of the *Records Disposition Schedule* published by the N. C. Division of Archives and History.

Additional forms may be ordered from:
Environmental Health Services Section
Division of Environmental Health
P. O. Box 27687
Raleigh, NC 27611-7687
(Courier 52-01-00)

MARGINAL FILM MICROFILMING

STATE OF NORTH CAROLINA

INSPECTION AND MAINTENANCE SAMPLE AGREEMENT (rev. 3/91)

COUNTY OF Mecklenburg

THIS AGREEMENT is made and entered into this 27 day of April, 1993 by and between Charlotte Fairness (hereinafter the "Owner") and Bobby Mayfield (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 ___ 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 II 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 9316 Windy Gap Road Charlotte N.C.

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 II System.

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

(1) (from operation permit) check pump run Time, Switch, alarm, etc
(2) Check pressure Settings
(3) Flush lines
(4) check overall site Condition's

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 II System.

STATE OF NORTH CAROLINA

COUNTY OF MECK

INSPECTION AND MAINTENANCE AGREEMENT (rev. 3/91)

this agreement is made and entered into this 18 day of JUNE, 1998 by and between BILL FAIRMAN (hereinafter the "Owner") and CLAY OAKS (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. Adm. 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

INSPECT & REPORT TO LOCAL HEALTH DEPT

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.

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 Contractors 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 Contractors 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 II System.

g. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 24 hours after receipt of such request.

2. The Owner's Obligations.

a. The Owner shall pay to the Contractor the sum of $250 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 10 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% 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 of this Agreement, the 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 II 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 the 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: 9316 WINDY GAP RD
CHAR 28208

To the Contractor: 8531 OLD DOWD RD
CHAR N.C. 28214

To the Local 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 deliver, 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 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 actions, 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.

Walter Fausen
(Owner)

Attest:

CONTRACT GOOD 1 yr.
TO DATE: June 18, 1998
EXPIRES: June 18, 1999

Clay Ackerman CCRT # 15432
(Contractor)

Attest:

Andrew C. Howat

Mecklenburg County
Health Department

June 9, 1998

William & Charlotte Fairman
9316 Windy Gap Road
Charlotte, NC 28208

Re: 9316 Windy Gap Road

Dear Mr. & Mrs. Fairman:

A required inspection was recently made of the pressure dosed Prefabricated, Permeable Block Panel System (PPBPS) which serves as the wastewater treatment and disposal system for the residence located at 9316 Windy Gap Road, Charlotte, North Carolina.

A review of our files reveals that the maintenance contract for this system has either expired or been canceled. Periodic maintenance of this type wastewater system is an important factor in extending the life of the drainfield as well as a requirement found in the General Statutes of North Carolina to protect public health. Section .1900 of the North Carolina Administrative Code, North Carolina Department of Environment, Health, and Natural Resources, Divisions of Environmental Health On-Site Wastewater Section, Subchapter 10A, Sanitation, states in part: "System management in accordance with Tables V(a) and V(b) of this Rule shall be required for all systems installed or repaired after July 1, 1992."

Enclosed is a copy of the information we have on file,. Please submit a new contract with a certified operator to our office by July 9, 1998. A list of certified operators in the immediate vicinity of Mecklenburg County is attached. If I can be of further assistance in this matter please feel free to contact me at (704)336-5568 between 8:00 - 9:00 am, Monday through Friday, or leave a message on my voice mail.

Sincerely,

Larry B. Thompson, Jr., R.S.

Larry B. Thompson, Jr., R.S.
Environmental Health Specialist

Enclosure: Certified Operators List
Maintenance Contract

Certified Operators Mecklenburg County & Vicinity

Name	County	Phone #
Ernest C. Brock	Cabarrus	704/788-8510
William Edward Cook, Jr.	Cabarrus	704/436-9612
T. Mark Fowler	Cabarrus	704/786-6161
Bobby Dale Howell	Cabarrus	704/589-4428
Rob Lane McCarver	Cabarrus	704/573-2805
Bobby L. McCarver, Sr.	Cabarrus	919/573-2805
Rick Sehorn	Cabarrus	704/782-8428
Larry W. Tucker	Cabarrus	704/932-6369
Wayne Allen Baumgarner	Gaston	704/867-9812
James M. Byers	Gaston	704/864-4644
Laurence C. Fletcher, Jr.	Gaston	704/827-0730
Wray E. Glenn	Gaston	704/864-3245
Clarence Hill, Sr.	Gaston	704/842-5482
Randy D. Hudson	Gaston	704/854-3298
Jim R. Lanier	Gaston	704/263-8186
Mervin R. Ratchford	Gaston	
Benjamin D. Simpson	Gaston	704/366-5132
Jon A. Watts	Gaston	704/827-6789
David E. Watts	Gaston	704/864-5583
Darrell Williamson	Gaston	704/866-6144
Scott V. Wilson	Gaston	704/853-5230
Richard F. Abernathy	Iredell	
Timothy Wayne Ammons	Iredell	704/663-7631
Larry E. Beam, Sr.	Iredell	704/664-2090
Curt Dunning	Iredell	704/664-7522
James Thurman Home	Iredell	704/282-1533
Lenwood F. Hudson, Jr.	Iredell	704/878-3438
Toney C. Jacobs	Iredell	704/663-6905
Timothy H. Johnson	Iredell	704/872-9566
Steven L. Lambert	Iredell	704/878-3438
Delbert Henry Likins	Iredell	704/478-2785
Danny R. Mason	Iredell	704/873-3755
Clayton Daniel Muller	Iredell	704/662-8840
Stephen T. Overcash	Iredell	704/478-2785
Sammy Reavis	Iredell	704/546-2424
Kelly Richard Sheeks	Iredell	704/878-5358
David R. Yountz	Iredell	
Francis R. Hale	Mecklenburg	704/343-6040
John G. Harris	Mecklenburg	704/545-9048
Mark Richard Haver	Mecklenburg	704/525-7990
Rodney H. Lang	Mecklenburg	704/824-9526
Martin J. Lashua	Mecklenburg	704/525-7990

Certified Operators con't

Bob Mahew	Mecklenburg	704/892-5943
Clayton Thomas Oaks	Mecklenburg	704/588-2392
Robert C. Slusser	Mecklenburg	704/633-5689
Jerome V. Varick	Mecklenburg	704/542-0736
Charles P. Wilson	Mecklenburg	
A. Lynn Aldridge	Rowan	704/642-2000
J.H. Bivens	Rowan	704/639-3016
Steve Cannon	Rowan	704/642-2000
Mark Christopher Elmore	Rowan	704/639-3016
George H. Hirkpatrick	Rowan	704/633-2412
John E. Lesley	Rowan	704/663-1699
Jeff L. Link	Rowan	704/633-0411
Randy Lee Melton	Rowan	704/857-6426
Benny D. Myers	Rowan	704/633-3962
Rusty Orbison	Rowan	704/663-4745
William R. Roberts	Rowan	704/633-0411
Scott A. Trexler	Rowan	704/638-5378
Tim Bannister	Union	704/282-1298
Steven P. Frazier	Union	704/282-6551
Max Mason High	Union	704/764-7137
Joe Hudson	Union	704/283-7539
Dwight David Jordan	Union	704/283-5748
Douglas Kiker	Union	704/753-1867
Jimmy Ray Lowery	Union	704/296-3160
Ross Montgomery	Union	704/283-8945
Tommy Norwood	Union	704/843-3298
James Dennis Rape	Union	704/283-4823
Larry B. Thompson, Jr.	Union	704/336-5568
Ray E. Vaughan, Jr.	Union	

MARGINAL FILM MICROFILMING

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

INSPECTION AND MAINTENANCE SAMPLE AGREEMENT (rev. 3/91)

THIS AGREEMENT is made and entered into this 27 day of April, 1993 by and between Charlotte Fairlines (hereinafter the "Owner") and Bobby Mathews (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 ___ 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 II system.

NOW THEREFORE, in consideration of the premises and of the mutual agreements 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 9316 Windy Gap Road Charlotte N.C.

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 II System.

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

(1) (from operation permit) check pump run Time, switches, alarm, etc
(2) Check pressure Settings
(3) Flush lines
(4) check overall site Conditions

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 II System.

MATERIAL FOR MICROFILMING

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 II System.

g. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 24 hours after receipt of such request.

2. The Owner's Obligations.

a. The Owner shall pay to the Contractor the sum of $ 200.00 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 10 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 1½ percent per month.

b. Within 10 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.

MARGINAL FOR MICROFILMING

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. After 1st year of service. Agreement must be for (1) year April 27, 1993 thru April 27, 1994.

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 10 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

If 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:

_____

_____

To the Contractor: Bob Marlow P.O. Box 219
Cowpens N.C. 29031

To the Local 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.

Charlotte Burns

William J. Burns
(Owner)

Attest:

Mary Sue Beasley

Bobby D. Mayfield
(Contractor)

Attest:

Rebecca B. Mayfield

(hr:meconstract.grn)