SERVICE REQUEST/WORK ORDER

Given 6/22/10

Log No.: 17440 Section: **PHPM & ES** Hazard? ( )Yes ( )No

Date: 6/22/10 Parcel: 021-201-09 <60 Days? ( )Yes ( )No

REQUESTING PERSON: Mr. Aldrich PHONE NUMBER(S):

PROPERTY CONCERNED-Name: Arcturus Catapult

ADDRESS: 45245 Nova Hartland Rd CITY: Northville ZIP: 48073

SERVICE REQUESTED: Please check encroachment on septic system to the proposed pool location.

ASSIGNED TO/ AREA: JPM COMPLETED BY:

DATE	ACTIVITY REPORT 1996
	Tract 1 Prev 021-032-02 file # 7454A
6/24	House appears to be vacant at this time. The proposed pool site meets all required setbacks. O.K. to release hold on pool permit.
10/15	Power release P# 312649

NOTIFICATION TO REQUESTING PERSON: ( ) WRITTEN (X) VERBAL ( ) NOT APPLICABLE

COMPLETED BY: Jenny Nash, R.S. DATE 6/24/10

REVIEWED BY: Jenny Nash, R.S. DATE 6/25/10

POSSE

312587 312649

Mecklenburg County Health Department

APPLICATION FOR RESIDENTIAL POOL CONSTRUCTION

(All Sections of this Application Must Be Completed AND Signed for Processing)

Physical street address of installation: 15245 Hwy McGinnis Rd

Subdivision Name: _____ City: Huntersville Zip Code: 28078

Owner: David Thompson Home Phone: 704-890-1976

Mailing Address: 15245 Hwy McGinnis Work Phone: _____

City: Huntersville State: NC Zip Code: 28078

Contractor: David Thompson Phone: _____

Mailing Address: 15245 Hwy McGinnis City: Huntersville State/Zip: 28078

1. Type of Water Supply(check one): ☐ City (Municipal) ☐ Private utility (Community) ☑ Private Well
2. Type of Sewage Disposal (check one): ☐ City (Municipal) ☐ Private utility (Community) ☑ Septic system

3. **All outdoor residential swimming pools and spas in Mecklenburg County are required to be completely fenced or protected once the pool is holding water. The minimum fence/barrier required by APPENDIX G of the NC Residential Code is 48"(inches) with no opening greater than four(4) inches through the barrier or more than 2"(inches under the barrier. Gates, when provided, must be self-closing, self-latching, and, where applicable lockable. Other requirements may apply. NOTE-driveway gates, when installed as part of the fence above, must be installed w/ automatic self-closers.**

4. **Attach a scale drawing showing the proposed location of the pool and any buildings, wells, or septic tank systems within 100 feet of the proposed pool.**

MUST BE COMPLETED BY HOMEOWNER OR LEGAL(POWER OF ATTORNEY) REPRESENTATIVE

I David Thompson, owner of the property, agree to the following requirements: *(initials are required beside each item listed.)*

- I certify that the application and site drawing being submitted are accurate and complete. ✓
- I hereby authorize agents of the Health Dept. to enter onto the above property to process this request and to conduct a fence and gate inspection of the pool, when requested or needed. ✓
- I understand that the pool must be protected by a fence and gate(s) (or equivalent, if above ground) as specified in the NC Residential Code, APPENDIX G and the *Mecklenburg County Health Ordinance Rules Governing Residential Swimming Pools* and must be installed and **completed once the pool is capable of holding water** ✓

Signed: _____ 6/21/10

Property Owner's Signature Date

By signing in this block, the contractor authorizes the processing fee for this request to be charged to their LUESA Contractor Account.

NAME(PRINT) _____ Signature _____ Date _____

This area for MCHD use only:

Amount Paid: $ 75.00 ☐ Cash ☐ Check ☐ Contractor Account

Check Number: _____ Date: _____ By: Gigi Mullis

Contractor Charge Account: _____

Request #: 3586 Parcel ID#: _____ EHS: _____

Approved By: _____ Date: 6/25/10 CRT: _____

Disapproved By: _____ Date: _____ Notify Date: _____

Final/Fencing Inspection By: _____ Date: _____

Signature on the "Approved By" line above by an employee of the MCHD indicates Health Department approval of this application and the accompanying site plan. All approvals are contingent upon the pool being operated in a manner that does not create a public health nuisance or hazard, and completion of the required pool barrier at the time the pool is capable of holding water.

Revised FEB 2008

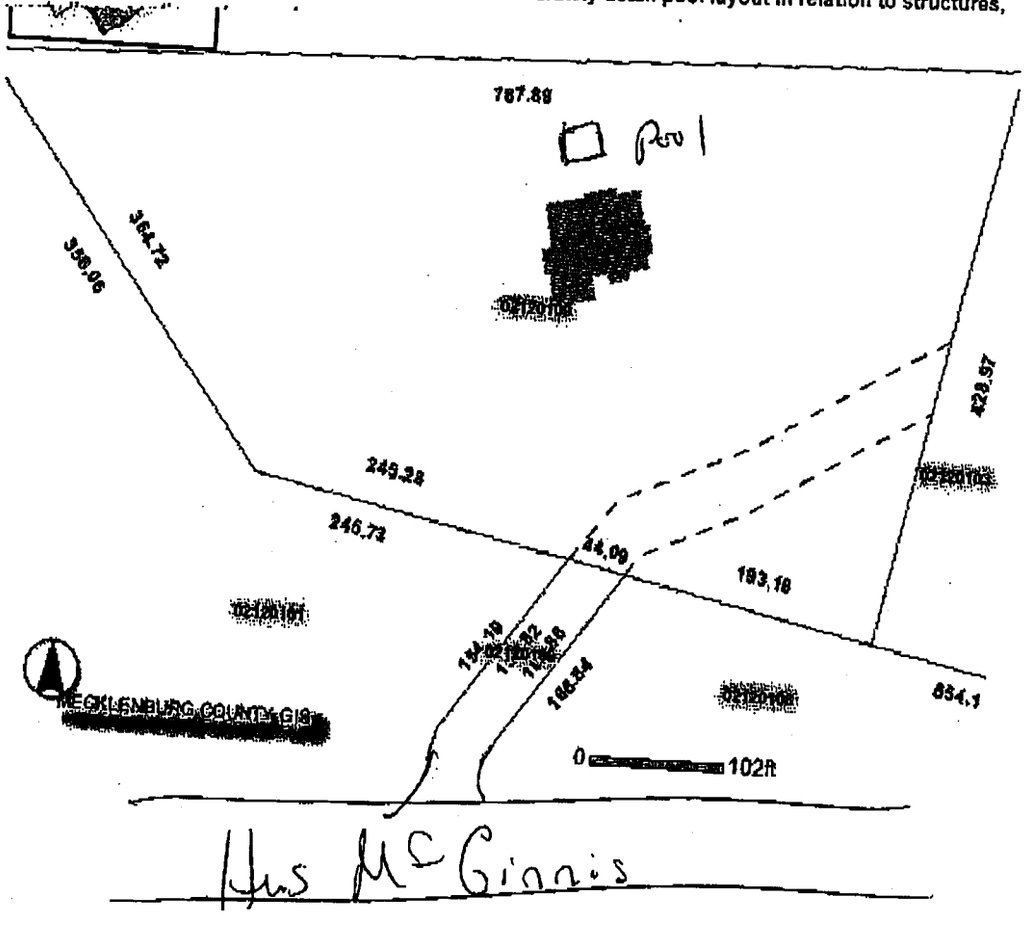
Project # ~~312587~~ 312649

Mecklenburg County Health Department
700 N. Tryon Street, Suite 208
Charlotte, NC 28202
PHONE (704) 336-5101 FAX(704) 336-5306

PLOT PLAN FOR SWIMMING POOL INSTALLATION

ADDRESS: 15245 Hus McGinnis, Huntersville, NC

Draw in all proposed pool, property lines, address road, proposed or existing structures or driveways, underground storage tanks, wells (whether on same lot or not, if within 100 feet), and septic system drainfields. Plot/draw all dimensions, distances, etc. as needed to accurately detail pool layout in relation to structures,



I, DAVID THOMPSON (homeowner) hereby affirm that the drawing above is accurate and understand that any deviation in construction from the pool layout, as approved, may result in removal of the pool or revocation of this approval.

HOMEOWNER SIGNATURE

6/21/10
DATE

OFFICE USE ONLY:
HEALTH DEPT APPROVAL BY: DATE:

Tax Parcel #021-032-02

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

ON-SITE WASTEWATER VIOLATION NOTICE

Owner George & Priscilla Hughes Jr.

Mailing Address P.O. Box 26335 Charlotte, NC 26335

Occupant Same

Location 15245 Hus McGinnis Road

☒ Residence ☐ Business ☐ Other _____

You are hereby notified that you are violating the Rules adopted by the North Carolina Commission for Health Services or Article 11 of Chapter 130A of the General Statutes of North Carolina by owning or controlling a residence, place of business, or place of public assembly which is not provided with an approved wastewater system. Your wastewater system is not in compliance; the following corrections must be made. Consult your Local Health Department for advice and required permits by calling telephone number (704) 336-5568/336-5102.

☐ Install/Repair wastewater system. You must obtain an Improvement Permit from the local health department prior to repairing your system.

☐ Eliminate wastewater discharge and connect to an approved wastewater system.

☐ Pit Privy must be repaired/constructed.

☐ Other Repairs (*specify*) _____

☒ Perform Maintenance (*specify*) Obtain a maintenance contract for the operation of your septic system in accordance with 15A NCAC 18A .1961(b)

If the wastewater violation is not brought into compliance by May 29, 2000 appropriate legal action will be taken.

Notice Issued April 28, 2000 (Date) Signed Larry B. Thompson, R.S. (Division of Environmental Health) Agent

Compliance _____ (Date) Signed _____ (Division of Environmental Health) Agent

DENR 1108 (Revised 3/98)
On-Site Wastewater Section (Review 10/98)

7454A

Invoice

T.W. Ammons Septic Service, Inc.

215 Little Creek Rd.
Mooresville, NC 28115

Date	Invoice #
4/29/2016	1884

Bill To
Tim Brown

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Repairs on the septic system located at 15245 HusMcGinnis Road in Huntersville, NC: I had the septic tank and the pump tank pumped out. ($550) I installed a septic pump, a pump float switch and a sanitary tee. I flushed and set the low pressure septic leach lines. ($1,300) One year maintenance contract. ($325) Thank You! Paid by Ck# 1618	2,175.00	2,175.00

Thank you for you business!

Total $2,175.00

Phone #	Fax #
704-663-7631	704-660-9612

STATE OF NORTH CAROLINA

INSPECTION AND MAINTENANCE

COUNTY OF Mecklenburg

THIS AGREEMENT is made and entered into this 1 day of April, 2016 ~~19~~, by and between Bank of America (hereinafter the "Owner") and Tim Ammons (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. 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 4 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 15245 Hus McGinnis Rd. Huntersville, NC 28078

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 4 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 4 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 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 4 System.

g. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 72 hours after receipt of such request.

2. The Owner's Obligations.

a. The Owner shall pay to the Contractor the sum of $350 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 5 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 1.5 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 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 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

4 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:
Bank of America, N.A.
4828 Loop Central Dr. Houston, TX 77081

To the Contractor:
Tim Ammons T.W. Ammons Septic Service INC.
215 Little Creek Rd. Mooresville, NC. 28115

To the Local Health Department:
Mecklenburg County Environmental Services
832 E 4th St. Charlotte, NC 28202

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.

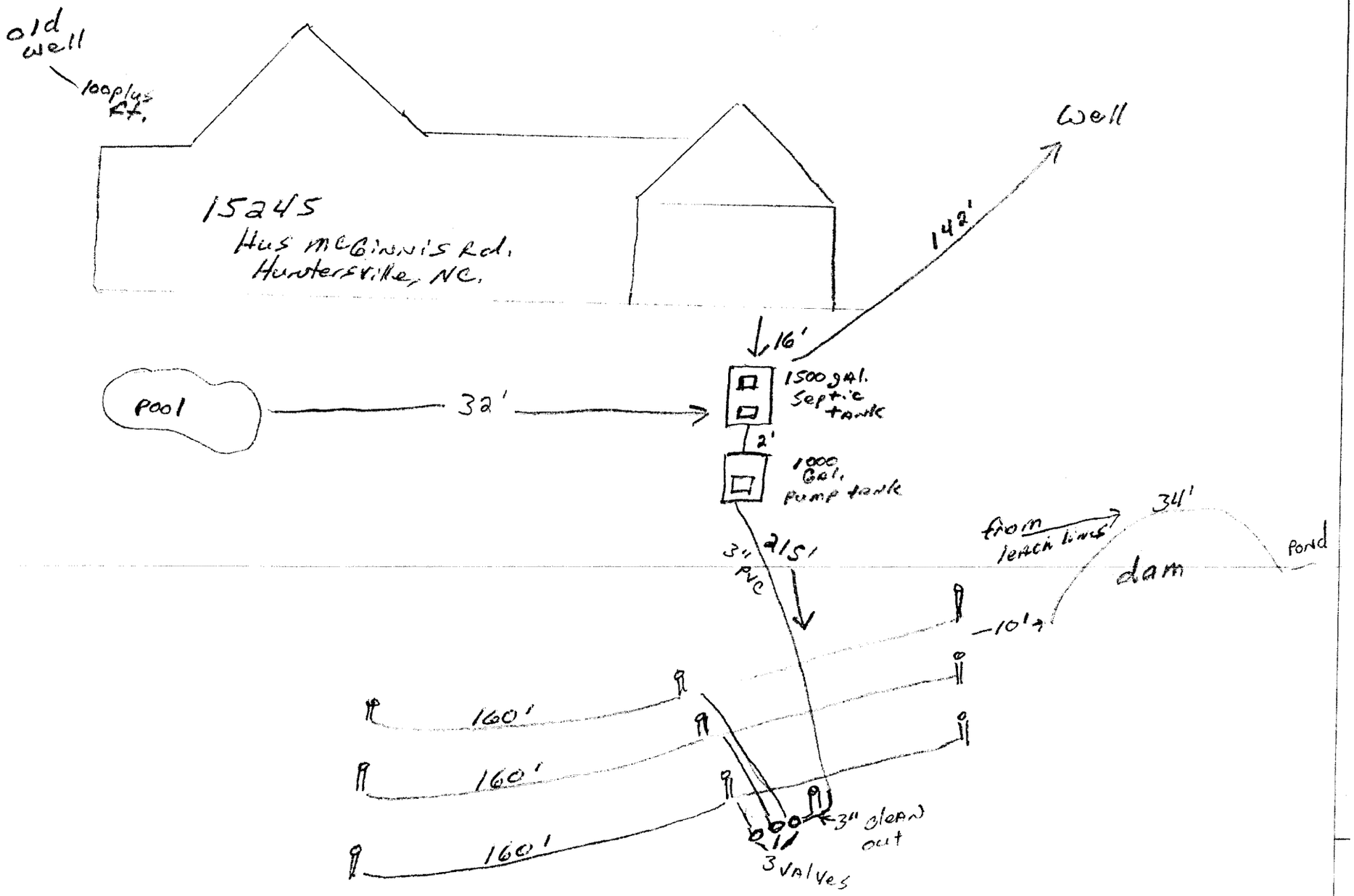
IN TESTIMONY WHEREOF, the Parties hereto have executed this Agreement in duplicate originals, one of which is retained by each of the Parties, the day and year first above written.

_____
(Owner)

Attest:

_____

_____
(Contractor)



3 x 160' Low Presure conventional leach lines.