

002330

INSPECTORS NOTICE

In accordance with the provisions of Chapter 1, Article 4, Section 5 of the Franklin County Environmental Sanitation Code, a physical inspection of the existing

- ☒ on-site wastewater system
☐ on-site private potable water system
 ☐ well
 ☐ other

was completed on 11-11-22
month/day/year

by Brian Falk for that certain real
Name of inspector

property located at 1302 California
Address Williamburg KS 66092

The inspection report will be submitted to the County Sanitarian for evaluation and determination regarding compliance with the County Sanitation Code and the minimum design standards of the Kansas Department of Health and Environment (KDHE).

After reviewing the inspection report, the Franklin County Sanitarian will notify the property owner/requesting party of the status of the system. If the system does not comply with the County Sanitation Code and the minimum design standards of KDHE, an itemized list of the corrections needed for compliance will be included in the notice.

If the system has been determined to meet the minimum requirements of the County Sanitation Code and design standards of KDHE, the notice will include procedures necessary to transfer the Operational Permit to the new owner.

Any required repairs, alterations or modifications of the existing on-site sanitation system, or private potable water supply, must be accepted by the County Sanitarian prior to the Operational Permit being transferred to the new owner.



D & S Sanitation LLC
11045 Miller Rd
Harveyville, KS 66431
Phone 785-241-4803
Fax 785-589-2467



Date of Inspection: 11-11-22 Time of Inspection: 1
Weather Condition: Sunny Temperature: 65 10 40°
Property Owner (Seller/s): Chyde Crawley
Site Address: 1302 Califorma Sec 13 Twp 18 Rng 17
City: W. Newburg Zip: 66085
Home Phone: (85) 418 6147 Work Phone: ()
Buyer(s): NA
Real Estate Agent/Agency: NA CR 06W29@gmail.com
Closing Date: 11-11-22 License #: 30 FR0109
Inspector: D & S Sanitation

ONSITE WASTEWATER SYSTEM INFORMATION

1. SYSTEM TREATMENT:

☒ CONCRETE SEPTIC TANK 1200 Gallons 2 cell VISIBLE RISER? ☒ Y ☐ N
☐ POLYETHYLENE SEPTIC TANK Gallons VISIBLE RISER? ☐ Y ☐ N
☐ OTHER Gallons VISIBLE RISER? ☐ Y ☐ N

DATE SEPTIC PUMPED: 11-11-22

☐ WASTE STABILIZATION POND TYPE OF FENCING: 28'4"
VEGETATION REMOVED FROM LAGOON? (i.e. cattails, duckweed, willow trees) ☐ Y ☒ N
DIKE COVERED IN GRASS? ☐ Y ☐ N EVIDENCE OF DIKE EROSION? ☐ Y ☒ N
COLOR OF WATER: ☒ GREEN ☐ BROWN ☐ BLACK ☐ OTHER dark brown
CLEAN-OUTS EVERY 100 FT.? ☐ Y ☒ N - dumped no cleanouts
VEGETATION OR STRUCTURES OVER 10 FT. TALL WITHIN 50 FT. OF LAGOON? ☐ Y ☒ N

☐ AEROBIC TREATMENT UNIT MANUFACTURER:

MAINTENANCE CONTRACT ON AEROBIC SYSTEM CURRENT? ☐ Y ☐ N

(all aerobic treatment plants must have a current maintenance agreement for the life of the unit)

AIR COMPRESSOR/AGITATOR OPERATIONAL? ☐ Y ☐ N ODOR NUISANCE ☐ Y ☐ N

MAINTENANCE CONTRACT WITH D & S SANITATION ☐ Y ☐ N

II. SYSTEM DISPOSAL:

- ☐ PERFORATED PVC PIPE & GRAVEL TOTAL LINEAR LENGTH _____ ft
☐ 24 INCH WIDE LEACHING CHAMBERS TOTAL LINEAR LENGTH _____ ft
☐ 36 INCH WIDE LEACHING CHAMBERS TOTAL LINEAR LENGTH _____ ft
☐ MOUND DIMENSIONS: _____ ft x _____ ft
☐ DRIP IRRIGATION TOTAL LINEAR LENGTH _____ ft
☐ OTHER _____ ft

III. SYSTEM HISTORY:

AGE OF RESIDENCE: 100⁺ DATE OF INSTALLATION: 10/92
 INSTALLER: _____ OPERATIONAL PERMIT NUMBER: _____
 IS PROPERTY OCCUPIED AT TIME OF INSPECTION? ☒ Y ☐ N
 IF NO, HOW LONG VACANT? _____

IS ALL GREY WATER PLUMBED INTO SEPTIC SYSTEM? ☒ Y ☐ N
 ("Grey Water" includes bath tubs, showers, sinks, dishwashers, & washing machines)
 IS THERE ANY EVIDENCE OF SURFACE DISCHARGE OR MALFUNCTION - PAST OR
 PRESENT? ☐ Y ☒ N IF YES, EXPLAIN: _____

ANY REPAIRS MADE TO ANY COMPONENT OF THE WASTEWATER TREATMENT SYSTEM?
☐ Y ☒ N IF YES, WHAT EXACTLY AND WHEN: _____

ADDITIONAL COMMENTS: from on lake - wood gate post broke
off (held by steel post)
Pump working - high water alarm working

NOTE: THE INSPECTION OF THE WASTEWATER SYSTEM CONSISTS OF A PHYSICAL
 EXAMINATION OF THE SURFACE AREA AT THE SITE. A DEFECT REVEALED BY THE
 INSPECTION WILL USUALLY BE THE SURFACE DISCHARGE OF SEPTIC SYSTEM EFFLUENT.
 SUCH AN INSPECTION WILL NOT REVEAL DEFECTS MANIFESTED WITHIN THE HOUSE.
 THIS INSPECTION CONSTITUTES A DESCRIPTION OF OBSERVABLE SITE CONDITIONS AND
 SHOULD NOT BE CONSTRUED AS AN OVERALL ASSESSMENT OF THE LONG TERM
 FUNCTIONAL CAPABILITY OF THE SYSTEM. NEITHER DOES THIS INSPECTION
 CONSTITUTE A WARRANTY OR GUARANTEE OF THE INTEGRITY OF THE SYSTEM OR ITS
 INTENDED USE TO PERFORM SATISFACTORILY.

WATER WELL INFORMATION

IS THERE A WELL ON THE PROPERTY? ☒ Y ☐ N
IS WATER WELL PROPERLY VENTED? ☐ Y ☐ N
IS THERE A CISTERN ON THE PROPERTY? ☐ Y ☒ N
IS IT BEING USED? ☐ Y ☒ N

FOR WHAT PURPOSE? _____

TYPE OF WELL: ☒ HAND DUG ☐ DRILLED ☐ OTHER: _____

DEPTH OF WELL: _____ ft

CONDITION OF WELL? ☐ GOOD ☒ FAIR ☐ POOR

EXPLAIN: _____

IS THE WELL PROPERLY SEALED? ☐ Y ☒ N

DOES THE WELL NEED TO BE PLUGGED? ☒ Y ☐ N *Recommended*

RECONSTRUCTED? ☐ Y ☒ N

IS THERE A WATER METER ON THE PROPERTY? ☒ Y ☐ N

COMMENTS: *LWD*

DATE WATER SAMPLE SENT TO APPROVED LABORATORY: _____

(Most labs require samples to be analyzed within 48 hours of collection)

COMMENTS: (D & S Sanitation does not take water sample)

NOTE:

ALL WATER WELLS, REGARDLESS OF THEIR USE MUST MEET THE MINIMUM STANDARDS AS SET FORTH BY THE STATE OF KANSAS. ALL HAND DUG WELLS, LAID ROCK, PIT OR ANY OTHER TYPE OF WATER WELL THAT DOES NOT MEET THE STATE GUIDELINES MUST BE PLUGGED OR RECONSTRUCTED PRIOR TO USING THE WELL(S). PLUGGING CAN BE PERFORMED BY

LICENSED _____ COUNTY INSTALLERS. ALL RECONSTRUCTION MUST BE PERFORMED BY A STATE LICENSED WATER WELL CONTRACTOR.

FRANKLIN COUNTY
Department of Environmental Health
1428 S. Main Street, Suite #6
Ottawa, KS 66067

Office: (785) 229-3590 Fax: (785) 229-3504

WASTEWATER and WATERWELL EVALUATION PROCEDURE GUIDE
FOR CHANGE OF OWNERSHIP

Per the Franklin County Environmental/Sanitary Code Sec. 2-4.1

No person, persons or agent shall sell or use any alternative wastewater system or septic system that: (1) has not been inspected and approved by the Franklin County Environmental Health Department or its designated agent(s)

Per the Franklin County Environmental Sanitary Code Sec. 3-6.4
INSPECTION REQUIREMENTS FOR EXISTING WELLS

Prior to selling any property, all wells must be inspected and approved by the Agency or designee.

Licensed Inspectors, Septage Haulers and installers do not work for nor are they employed by Franklin County, but are licensed to provide their specific services in the county.

Prior to inspection all septic tanks must be located and uncovered. The septic tank must be pumped by a Licensed Wastewater Pumping/Hauler prior to being inspected by a Licensed Onsite Wastewater System Inspector.

Licensed Onsite Wastewater System Inspectors cannot assume any part of onsite wastewater system that is underground that cannot be seen.

The Inspector may need to enter the home to verify that all sewage connections are plumbed into the septic tank.

If the Inspector cannot verify all sewage connections then it will be necessary for the homeowner to contact a plumbing contractor to verify that all sewage piping is plumbed into the septic tank.

If the Inspector is unable to locate or verify the type of onsite wastewater system it will be assumed that there is not a proper system serving the property and that the system will need to be upgraded.

If the homeowner is in disagreement with the Inspector's findings it is the responsibility of the homeowner to provide proof that a legally functioning system exists on their property. It may be necessary to contact an installer to uncover portions of the system for verification.

If it is determined that the system needs to be upgraded or repaired it will be necessary to complete an application for a Wastewater Treatment System, Repair or Upgrade along with the appropriate filing fee. A soil profile may be required to determine the design. The new system must be installed, inspected and approved prior to change of ownership.

Franklin County does not guarantee or warrant any Onsite Wastewater System in the county. It is the sole responsibility of the property owner to insure that the system functions properly, and in the case of operational failure, modify or upgrade the system as required by the Franklin County Environmental Sanitary Code Requirements.

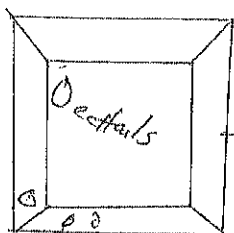
The Undersigned property owner of agent hereof has read and full understands the items addressed in this document and agrees to adhere to the requirements as stated within.

D & S Sanitation — 30FR0109

Dore Thore
Property Owner/Agent

Date

Inspector/Lic.#



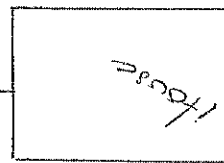
Trees

out vent

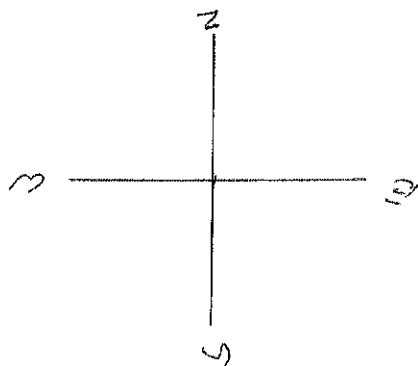
1 R2



Well



House



VISUAL SEPTIC INSPECTION AGREEMENT

This Visual Septic Inspection Agreement (hereinafter referred to as "Agreement"), is entered into this 11 day of November, 2022 between Clyde Crowley (hereinafter referred to as "Client") whose address is _____ and _____

D & S Sanitation, 11045 Miller Road, Harveyville, Kansas 66431, (hereinafter referred to as "Company").

The Property to be inspected is located at 1302 California
Williamsburg Kc 66095
with an inspection date of 11-11-22
for a fee of 140.00

Please read this agreement carefully before signing. The visual inspection of the septic system is subject to the Limitations and Conditions set out in this Agreement. The report is based on a visual examination of the readily accessible systems and components of the septic system.

Client understands that legal liability of the Inspector, the Company, its officers and agents for damages arising from action or inaction, however, caused, is limited to the amount of the fee paid for this inspection.

Initial here DF

This Agreement must be read in its entirety for the Parties to fully understand the Visual Septic Inspection, its terms, conditions, limitations and exclusions. This Agreement must be signed and initialed where applicable, by the Parties, prior to the start of the Visual Septic Inspection (hereinafter "Inspection") if the Client wishes the Inspector to proceed with the Inspection at the appointed time and place. The signatures/initials confirm that the Parties understand and accept to be bound by the terms, conditions, limitations and exclusions contained in this Agreement.

Limitations and Conditions

The Inspector shall conduct a non-exhaustive, non-intrusive, visual inspection of certain readily accessible systems and components of the septic system on the terms, conditions, limitations and exclusions detailed in this Agreement in order to provide the Client with a better understanding of the septic system's condition. The Client accepts that the Inspector will only conduct a visual inspection of the system on the terms, conditions, limitations and exclusions detailed in the Agreement for the specified fee.

The Client accepts that they can have an inspection carried out by another inspection service if they are not prepared to have an inspection carried out on the terms, conditions, limitations and exclusions proposed by the Company.

The inspection provides you with a basic overview of the condition of the septic system and is not technically exhaustive. For instance, no part of the system shall be unearthed except the septic tank cover area to ensure access by the inspector. Providing access to the septic tank is the responsibility of the client.

An Inspection does not include identifying defects that are hidden, whether intentionally or not, behind walls, floors, ceilings or underground. Some intermittent problems may not be obvious during an Inspection because they only

happen under certain conditions. Inspections will not find conditions that may be only visible during such occurrences as spring run off or after a heavy rain.

Water or moisture leaks, seepage, seasonal runoff and drainage problems are often only visible during or after a certain quantity of precipitation or under certain conditions. The Client accepts that it may be impossible to observe water/moisture leaks, seepage, runoff and/or drainage problems unless the inspection is conducted during or immediately after sufficient precipitation to reveal such problems or under the circumstances which trigger such deficiencies.

The Client accepts that the full scope of the inspection may not be able to be conducted and that problems with the septic system may not be identified due to a number of factors beyond the Inspector's control. Factors include, but are not limited to, seasonal conditions, weather conditions in the days preceding and on the day of the inspection, the interaction of weather conditions and materials used in construction, the fact that the Client is not the existing owner of the Property, the existence of hidden or latent conditions or defects, whether intentional or not, and other limitations and exclusions not identifiable by the non-intrusive, visual nature of the inspection.

The Inspection does not include hazardous materials that may be latent or behind walls, floors, ceilings or underground at/on the Property. The Inspection does not investigate for lead or other toxic metals. The Inspection does not deal with environmental hazards such as the past use of insecticides, fungicides, herbicides, pesticides or other chemical treatments in and around the Property.

The Company takes no responsibility for and does not comment on the quality of air in a building. There is no determination of irritants, pollutants, contaminants or toxic materials in or around the Property. The Inspection does not include the determination of spores, fungus, mold or mildew including that which may be present behind walls, under floors, ceilings or elsewhere on the Property. It is important to understand that whenever there is water damage, there is a possibility that mold or mildew may be present, unseen, behind walls, floors,

ceilings or elsewhere. If anyone suffers from allergies or heightened sensitivity to quality of air, it is strongly recommended that you consult a qualified environmental consultant who can test for toxic materials, mold and allergens at your expense.

The Inspector does not look for and is not responsible for fuel oil, gasoline tanks or other objects that may be buried on the Property.

Arbitration

Any dispute concerning the interpretation of this Agreement or arising from the Services and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the septic inspection industry.

Governing Law, Severability & Entire Agreement

This Agreement shall be governed by Kansas law. Should any court or arbitrator determine and declare that any portion of this Agreement is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect. This Agreement contains the entire agreement between the parties and it supersedes any previous oral or written agreement. No other representations, promises, statements or assertions have been made by the parties, and no statements or promises have been relied on by either absent the provisions set forth herein.

**THE INSPECTION, ANCILLARY SERVICES, INSPECTION AGREEMENT AND REPORT
DO NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE
OF ANY KIND.**

By signing below, client acknowledges they have read, understand and agree to the terms and conditions of this agreement, including (but not limited to) the Limitations and Conditions, Arbitration Clause, and agree to pay the fee listed in the agreement.

Client Name Clyde Crowley
Property Address 302 Cal. Bn. W. Haverdwy, KS

CLIENT

D & S SANITATION

Client's Signature

Inspector

Date

11-11-22

Date