

Comal County OSSF Inspection Sheet

Permit#: 105284 Location: Astae Hills / 520 Apollo Dr.

Installer Name: Countryside License # 050002929
(if more than one installer is used list them according to inspection) FIELD CHECK 5-13-19

1st Inspection: MT-6/26/17 2nd Inspection: 7-5-17 JU Final Inspection: _____
(inspector initials & date) (inspector initials & date) (inspector initials & date)

Are additional inspections required: _____

Re-inspection fee owed: _____ Re-inspection fee paid: _____

Existing soil conditions:
Site/soil conditions match soil evaluation: _____ Notes: _____

System Description:
Aerobic with spray: _____ Aerobic with drip emitters: _____ Low Pressure Dosing: _____ Absorptive drainfield: _____
Evapotranspirative (ET) system: _____ Gravel-less drainfield piping: _____ Leaching chambers: _____
Soil substitution drainfield: _____ other: _____

Tank Inspection:
Tank set level & watertight: Inlet/Outlet: Tank Size or GPD: 600 Manuf./Brand: Nwaweco
Model#: _____ Pump Tank Size: _____ Alarms/Audible & Visual: _____ Operational: _____
Is timer required/provided?: _____ Chlorination required/provided? _____
Notes: Tank set only, leveled. Tank leaking need to patch.
patched
Maintenance Tag for Aerobic: () _____

System installation:
Pipe check/house to tank: Clean-out at structure/every 50 ft./@90's _____ Pipe check/tank to drainfield: _____
(1/8"-ft., SDR 26 or Sch. 40)
Trenches/Excavations: Width/Depth: _____ Trenches/Excavations Level: _____ Pipe & Gravel: _____
Slope within drainfield/spray area: _____ Leaching Chambers: _____ GeoTex: _____
Spray irrigation purple pipe: _____ Spray irrigation area checked: _____
Notes: _____

Separation Distances
Prop. Lines: _____ Water lines: _____ Water Wells: _____ Bldgs/Driveway/Improvements: _____ Creeks/Rivers/Ponds: _____
Drainage Easements/Sharp Slopes: _____ If over Recharge Zone check for recharge features: _____ Are there water lines crossing tightlines/or within 10 feet of system?: _____ Have they been properly sleeved: _____ Are there sewer lines crossing under driveways, sidewalks, or within 5 ft. of surface improvements: _____ Have the sewer lines been properly sleeved?: _____
Notes: tank ready for cover JU

Final Inspection:
Tank(s) Backfilled: _____
System Backfilled: _____ ET Systems Class II backfill & vegetative cover for transpiration in place: _____
Surface application area properly landscaped/vegetation acceptable: _____
Notes: _____

Size of Installed Drainfield/Spray Area: _____

_____ Check here to confirm that service agreement has been received, entered and activated in CASST.
field check - no drain field installed 5-13-19 JU

Comal County OSSF Inspection Sheet

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Model#: _____ Pump Tank Size: _____ Alarms/Audible & Visual: _____ Operational: _____
Is timer required/provided?: _____ Chlorination required/provided?: _____

Notes: Tank set only, leveled. Tank leaking need to patch.
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Notes: _____

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Notes: _____

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properly sleeved?: _____

Notes: _____

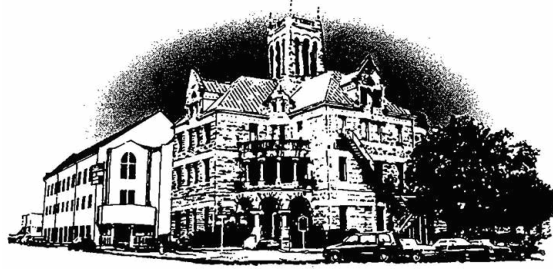
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Notes: _____

Size of Installed Drainfield/Spray Area: _____

_____ Check here to confirm that service agreement has been received, entered and activated in CASST.



Comal County

OFFICE OF COMAL COUNTY ENGINEER

Permit of Authorization to Construct an On-Site Sewage Facility Permit Valid For One Year From Date Issued

Permit Number: 105284
Issued This Date: 12/16/2016
This permit is hereby given to: James Rizzuto II & Kathryn Haley-Rizzuto

To start construction of a private, on-site sewage facility located at:

520 APOLLO DR
CANYON LAKE, TX 78133

Subdivision: Astro Hills
Unit: 1
Lot: 10
Block:
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Drip Irrigation

This permit gives permission for the construction of the above referenced on-site facility to commence. Installation must be completed by an installer holding a valid registration card from the Texas Commission on Environmental Quality (TCEQ). Installation and inspection must comply with current TCEQ and Comal County requirements.

Call (830) 608-2090 to schedule inspections.

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

items Date Received	initials

105284
Permit Number

Instructions:

Place a check mark next to all items that apply. For items that do not apply, place "N/A". This OSSF Development Application Checklist **must** accompany the completed application.

OSSF Permit

Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate

Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer

Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.

Required Permit Fee

Copy of Recorded Deed

Surface Application/Aerobic Treatment System

Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public


Signed Maintenance Contract with Effective Date as Issuance of License to Operate

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COUNTY ENGINEER

I affirm that I have provided all information required for my OSSF Development Application and that this application constitutes a completed OSSF Development Application.



 Signature of Applicant

12/6/16

 Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

___ INCOMPLETE APPLICATION	
(Missing Items Circled, Application Refused)	

*** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH ***

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date October 5, 2016

Permit # 105284

Owner Name JAMES RIZZUTO II, & KATHRYN HALEY-RIZZUTO

Agent Name GREG W. JOHNSON, P.E.

Mailing Address 15015 KAMARY LANE

Agent Address 170 HOLLOW OAK

City, State, Zip SAN ANTONIO, TX 78247

City, State, Zip NEW BRAUNFELS, TX 78132

Phone# (210) 215-5725

Phone # (830) 905-2778

Email [REDACTED]

Email [REDACTED]

All correspondence should be sent to: Owner Agent Both Method: Mail Email

Subdivision Name ASTRO HILLS Unit 1 Lot 10 Block

Acreage/Legal

Street Name/Address 520 APOLLO DRIVE City CANYON LAKE Zip 78133

Type of Development:

Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) HOUSE

Number of Bedrooms 3

Indicate Sq Ft of Living Area 1600

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COUNTY ENGINEER

Commercial or Institutional Facility

(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)

Type of Facility

Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants

Restaurants, Lounges, Theaters - Indicate Number of Seats

Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds

Travel Trailer/RV Parks - Indicate Number of Spaces

Miscellaneous

Estimated Cost of Construction: \$ 160,000 (Structure Only)

Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?

Yes No

(if yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water Public Private Well

Are Water Saving Devices Being Utilized Within the Residence? Yes No

I certify that the completed application and all additional information submitted does not contain any false information and does not conceal any material facts. Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities. I also understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.

Signature of Owner Kathryn Haley Rizzuto James Rizzuto

Date 12/1/2016

*** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH ***

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

105284

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND DRIP TUBING

Size of Septic System Required Based on Planning Materials & Soil Evaluation

Tank Size(s) (Gallons) NUWATER B-550-PC Absorption/Application Area (Sq Ft) 2000

Gallons Per Day (As Per TCEQ Table III) 240

(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ)

Is the property located over the Edwards Recharge Zone? [] Yes [X] No

(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))

Is there an existing TCEQ approved WPAP for the property? [] Yes [X] No

(if yes, the R. S. or P. E. shall certify that the OSSF design complies with all provisions of the existing WPAP.)

If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP? [] Yes [] No

(If yes, the R.S. or P. E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)

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Is the property located over the Edwards Contributing Zone? [X] Yes [] No

DEC 06 2016

Is there an existing TCEQ approval CZP for the property? [] Yes [X] No

(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP) COUNTY ENGINEER

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? [] Yes [X] No

(if yes, the P.E. or R.S. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

Is this property within an incorporated city? [] Yes [X] No

If yes, indicate the city: _____



FIRM #2585

I certify that the information provided above is true and correct to the best of my knowledge.

Signature of Designer (Handwritten Signature)

Date October 5, 2016

AFFIDAVIT



201606046164 12/06/2016 11:52:34 AM 1/1

THE COUNTY OF COMAL
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSF's), this document is filed in the Deed Records of Comal County, Texas.

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety code, requires owner's to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed.

II

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code §285.91(12) will be installed on the property described as (insert legal description):

1 UNIT PHASE/SECTION _____ BLOCK 10 LOT _____ ASTRO HILLS _____ SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY

The property is owned by (insert owner's full name): JAMES RIZZUTO II & KATHRYN HALEY-RIZZUTO

This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

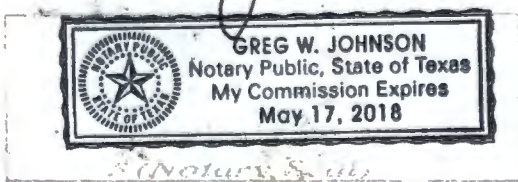
WITNESS BY HAND(S) ON THIS 1 DAY OF December, 2016 COUNTY ENGINEER

James L. Rizzuto
Kathryn Haley-Rizzuto
Owner(s) signature(s)

JAMES L. RIZZUTO
Kathryn Haley-Rizzuto
Owner (s) Printed name(s)

James Rizzuto II & Kathryn Haley-Rizzuto SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 1 DAY OF December, 2016

Greg W. Johnson
Notary Public Signature



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
12/06/2016 11:52:34 AM
TERRI 1 Page(s)
201606046164

Bobbie Koepf

3
Yes

REVISED
2:52 pm, Dec 16, 2016

REGULATORY AUTHORITY COMAL PERMIT/LICENSE NUMBER
WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT
Lonestar Aerobic Services, LLC Customer JAMES RIZZUTO II, & KATHRYN HALEY RIZZUTO
PO Box 228 Site Address 520 APOLLO DRIVE
Boerne, TX 78006 City CANYON LAKE Zip 78133 Gate #
Off. (830)443-4559 Mailing Address 15015 KAMARY LANE
Fax (210)579-6073 City SAN ANTONIO Zip 78247
Website www.lonestaras.com Day Phone 210-215-5725
E-Mail Astro Hills, UNIT 1, LOT 10
Installer JCN CONSTRUCTION 520 APOLLO DRIVE

- I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between JAMES RIZZUTO II, & KATHRYN HALEY RIZZUTO (hereinafter referred to as "Customer") and Lonestar Aerobic Services, LLC. By this agreement, Lonestar Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein. The designed flow rate for this system is a maximum of 240 gallons per day.
- II. Effective Dates: This agreement commences on LTO and ends on for a total of two (2) years (initial agreement) or one (1) year (there after). If this is an initial agreement (new installation), the Customer will notify the Contractor within two (2) business days of the system's first use to establish the date of commencement. If no notification is received by Contractor within ninety (90) days after completion of installation or where county authority mandates, the date of commencement will be the date the "License to Operate" (Notice of Approval) was issued by the permitting authority. This agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty.
- III. Renewal: This Agreement shall automatically renew each year at the same terms, conditions, and costs, unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV.
- IV. Termination of Agreement: This Agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. If this Agreement is so terminated, Contractor will be paid at the rate of \$75 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.
- V. Services: Contractor will:
 - A. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulations, for a total of three visits to site per year.
 - B. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
 - C. Repair or replace, if Contractor has necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and service costs are \$100.00 or less, Customer hereby authorizes Contractor to perform the service and bill Customer for said service. When service costs are greater than \$100.00, or if Contractor does not have necessary supplies at the site, Contractor will notify Customer of required service(s) and associated cost(s). Customer must notify Contractor of arrangements to effect repair of system within two (2) business days after said notification.
 - D. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
 - E. Forward copies of this Agreement and all reports to the regulatory agency and the customer.
 - F. Visit site in response to Customer's request for unscheduled service within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.
- VI. Disinfection: Not Required. Required. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer.
- VII. Electronic Monitoring is not included in this Agreement.
- VIII. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions:
 - A. If this is an initial agreement (new installation):
 - 1. Contractor's receipt of a fully executed original copy or facsimile of this agreement and all documentation requested by Contractor.
 - 2. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this Agreement.
 - B. If this is not an initial agreement (existing system):
 - 1. Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.
 - 2. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this Agreement.
 - C. If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement.
- IX. Customer's Responsibilities: The Customer is responsible for each and all of the following:
 - A. Provide all necessary yard or lawn maintenance and the removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.
 - B. Protect equipment from physical damage including but not limited to that damage caused by insects.
 - C. Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's manufacturer recommendations.
 - D. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.
 - E. Provide, upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
 - F. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section V, sub-section D, above, Customer agrees to pay Contractor for sample collection and transportation, portal to portal, at a rate of \$35 per hour, plus the associated fees for laboratory testing.
 - G. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.
 - H. Prevent the condensate from air conditioning or refrigeration units, or the drains of ice makers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
 - I. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
 - J. Maintain site drainage to prevent adverse effects on the OSSF.
 - K. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.
- X. Access by Contractor: Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. Tanks and treatment units shall be accessible by means of man ways, or risers and removable covers, for the purpose of evaluation as required by State and/or local rules and the proprietary system manufacturer. If not an initial agreement (new installation) and this access is not in place or provided for by the customer, the costs for the labor of excavation, and possibly other labor and materials costs, will be required. These costs shall be billed to Customer as an additional service at a rate of \$35 per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, or electric cables, water, air, or gas lines, etc.), or for the uneven settling of the soil.
- XI. Limit of Liability: Contractor shall not be held liable for any incidental, consequential, or special damages, or for economic loss due to expense, or for loss of profits or income, or loss of use to Customer, whether in contract tort or any other theory. In no event shall Contractor be liable in an amount exceeding the total Fee for Services amount paid by Customer under this Agreement.
- XII. Severability: If any provision of this "Proposal and Contract" shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this "Agreement" is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XIII. Fee for Services: The fee does not include any equipment, materials, or labor necessary for non-warranty repairs or for unscheduled, Customer requested visits to the site.
- XIV. Payment: Full amount due upon signature (Required of new Customer). Payment of invoice(s) for any other service or repair provided by contractor is due upon receipt of invoice. Invoices are mailed on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a \$29.00 late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s). Contractor may terminate contract at any time for nonpayment for services. Any check returned to Contractor for any reason will be assessed a \$30.00 returned check fee.
- XV. Application or Transfer of payment: The fees paid for this agreement may transfer to the subsequent property owner(s); however this agreement is not transferable. Customer will advise subsequent property owner(s) of the state requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's offices within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligations arising from this Agreement including late fees or penalties. returned check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this agreement. See Section IV.
- XVI. Entire Agreement: This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, oral or written.

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DEC 06 2016
COUNTY ENGINEER

Wade A. Cloud 12/11/16 Texas Installer II License number OS24590. James L. Rizzuto Kathryn Haley Rizzuto 12/11/16
White Copy: Lonestar Aerobic Svcs. Yellow Copy: Home Owner Pink Copy: Regulatory Authority

ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: October 04, 2016

Site Location: ASTRO HILLS, UNIT 1, LOT 10

Proposed Excavation Depth: N/A

Requirements:

- At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
- Locations of soil boring or dug pits must be shown on the site drawing.
- For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.
- Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

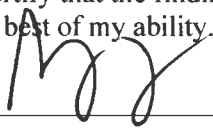
SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 10"	BROWN
1						
2						
3						
4						
5						

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SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	SAME		AS		ABOVE	
1						
2						
3						
4						
5						

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.



Greg W. Johnson, P.E. 67587-F2585, S.E. 11561

10/04/2016
Date

DRIP TUBING SYSTEM

DESIGNED FOR:

JAMES RIZZUTO, II & KATHRYN HALEY-RIZZUTO
15015 KAMARY LANE
SAN ANTONIO, TX 78247

SITE DESCRIPTION:

Located in Astro Hills, Unit 1, Lot 10, at 520 Apollo Drive, this septic will serve a three bedroom residence (1600 sf) in area with Type-III soil as described in the Soil Evaluation Report. An aerobic treatment plant utilizing drip irrigation was chosen as the most appropriate system to serve the conditions on this lot.

PROPOSED SYSTEM:

A 3 inch SCH-40 pipe discharges from the residence into a Nu-Water B550PC 600gpd aerobic treatment plant containing a 353 gal. pretreatment chamber and a 768 gal. pump chamber. The effluent after processing gravity feeds into the pump chamber. The pump chamber contains a 0.5 HP FPS submersible well pump. The well pump is activated by mercury floats and a timer set to cycle eight times per day with a ten minute run time. A high level audible and visual alarm will activate should the pump fail. Distribution is through a self flushing 100 micron Arkal Disc filter then through a 1" SCH-40 manifold to a 2000 sf. drip tubing field, with *Netifim Bioline* drip lines set approximately two feet apart with 0.61 gph emitters set every two feet, as per the attached schematic. A pressure regulator Model PMR30MF installed in the pump tank on the manifold to the field will maintain pressure at 30 psi. A 1" SCH-40 return line is installed to periodically flush the system by cycling a 1" ball valve. Solids caught in the spin filter are flushed each cycle back to the trash tank. Agricultural Products, Inc. (Model #VBK-1) 1" PVC vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. Prior to trenching the site must be scarified and built up with 4" of Type II or III soil. Drip tubing will be laid and the entire field area will be capped with 6" of sandy loam (Type 2 - **NOT SAND**). The field area will be sodded with a hearty grass such as Bermuda, St. Augustine, etc. prior to system startup.

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DESIGN SPECIFICATIONS:

Q = 240 gallons per day - 3 bedroom residence (Table III)

Pretreatment tank size: 353 Gal

Plant Size: Nu-Water B550PC 600 gpd (TCEQ Approved)

Pump tank size: 768 Gal

Reserve capacity after High Level: 80 gal. (>1/3 day usage)

Application Rate: Ra = 0.2 gal/sf

Total absorption area: $Q/Ra = 240 \text{ GPD}/0.20 = 1200 \text{ sf}$ (Actual 2000 sf.).

Total linear feet drip tubing: 1000' *Netifim Bioline* drip tubing .61 GPH
Pump requirement: 500 emitters @ 0.61 gph @ 30 psi = 5.0833 gpm
Pump: 0.5 HP FPS E-Series 20FE05P4-2W115 submersible pump or equivalent.
Dosing volume: 50-70 gal.

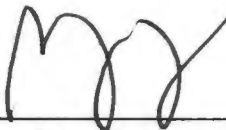
Pump Tank Calculations: 768 Gal (14.5 gal/in.)
Volume below working level = 15" = 219 gal
Working level = 240 gal = 17"
Reserve Requirement = 1/3 day = 80 gal. = 6"

MINIMUM SCOUR VELOCITY (MSV) > 2 FPS
IN DRIP TUBING W/ NOM. DIA. 0.55" ID

$MSV = 2 \text{ FPS} \left(\frac{\pi d^2}{4} \right) \times 7.48 \text{ gal/cf} \times 60 \text{ sec/min}$
 $MSV = 2(3.14159 \left(\frac{.55}{12} \right)^2 / 4) \times 7.48 \times 60$
 $MSV = 1.5 \text{ gpm} \times 3 = 4.5 \text{ gpm MIN FLOW RATE}$

IN RETURN MANIFOLD W/ NOM. DIA 1.049" ID

$MSV = 2 \text{ FPS} \left(\frac{\pi d^2}{4} \right) \times 7.48 \text{ gal/cf} \times 60 \text{ sec/min}$
 $MSV = 2(3.14159 \left(\frac{1.049}{12} \right)^2 / 4) \times 7.48 \times 60$
 $MSV = 5.4 \text{ GPM}$

 10/05/2016

Greg W. Johnson, P.E. No. 67587, F#2585
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778



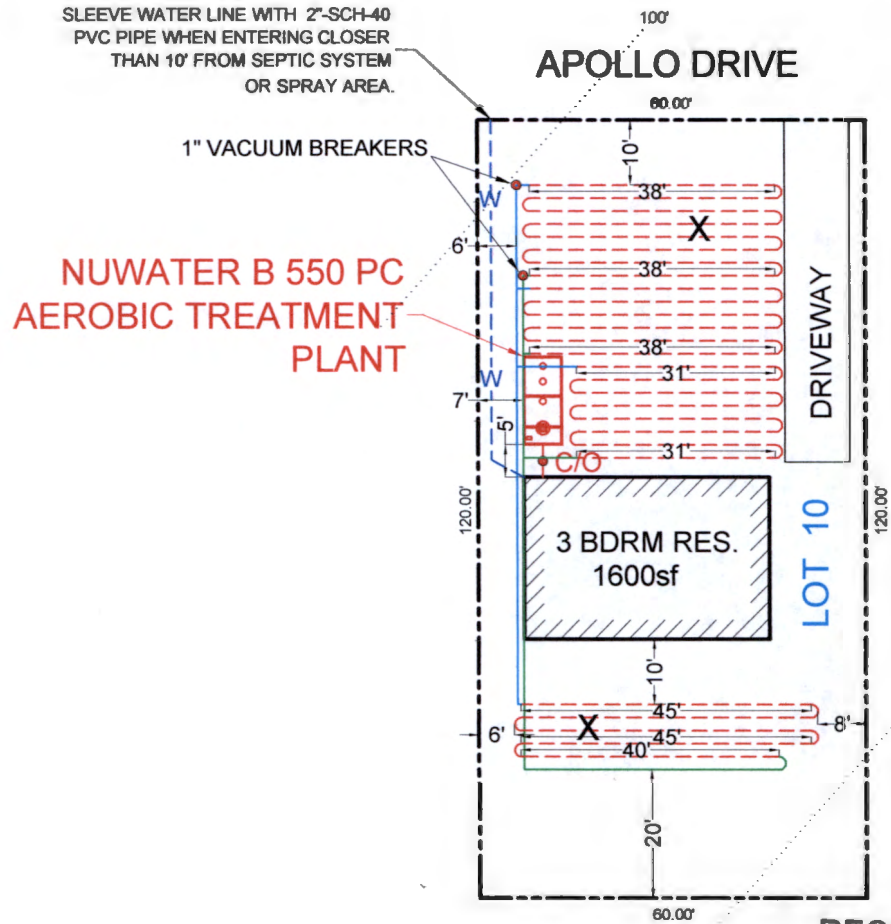
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INSTALL 2000sf OF
FIELD USING 1000'
OF DRIP TUBING

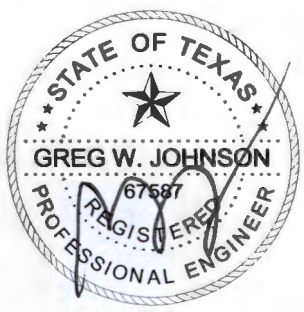
*USE TWO WAY
CLEAN OUT
**USE SCH-40 OR
SDR-26 TO TANK

X= TEST HOLE



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OWNER: JAMES RIZZUTO II & KATHRYN HALEY-RIZZUTO		DRAWN BY:	
STREET ADDRESS: 520 APOLLO DRIVE			
LEGAL DESC: ASTRO HILLS	UNIT/SECTION/PHASE: 1	BLOCK:	LOT: 10
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=30'	DATE: 10/5/2016	REVISED:

TANK NOTES:

Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

Tightlines to the tank shall be SCH-40 PVC.

A two way sanitary tee is required between residence and tank.

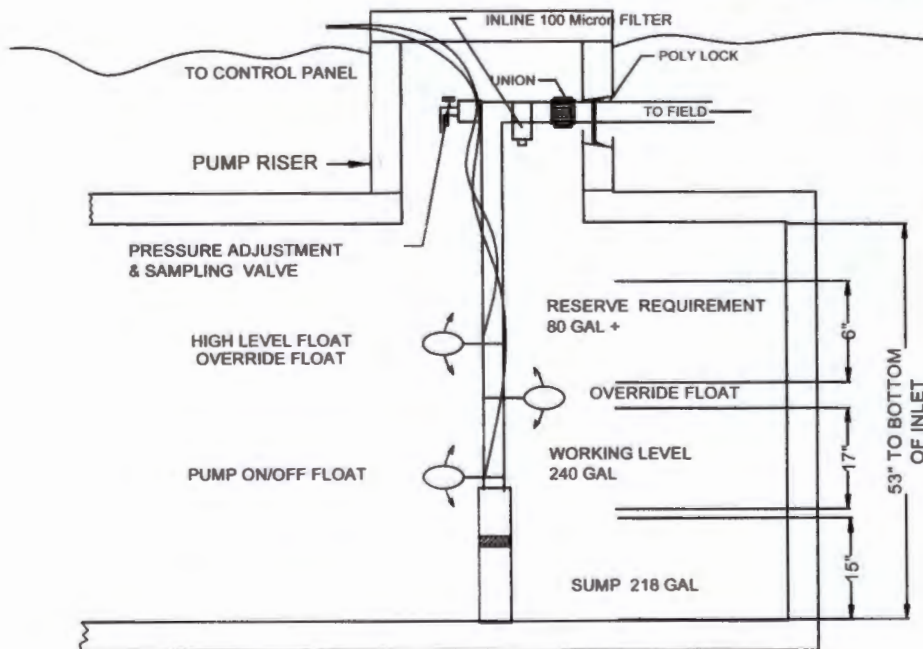
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

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ALL WIRING MUST BE IN COMPLIANCE WITH
THE MOST RECENT NATIONAL ELECTRIC CODE

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Handwritten signature and date:
10/05/2016

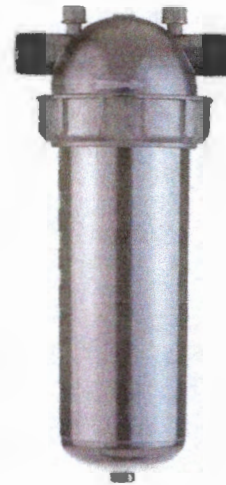
**TYPICAL PUMP TANK CONFIGURATION
NU-WATER 550PC -400PT 768 GAL PUMP TANK**

Arkal 1" Super Filter

Catalog No. 1102 0 _ _ _ _

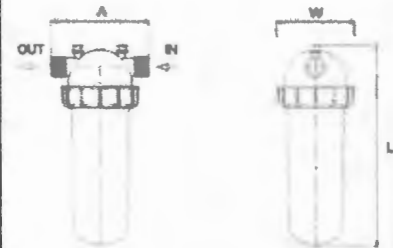
Features

- ◆ A "T" shaped filter with two 1" male threads.
- ◆ A "T" volume filter for in-line installation on 1" pipelines.
- ◆ The filter prevents clogging due to its enlarged filtering area that collects sediments and particles.
- ◆ Manufactured entirely from fiber reinforced plastic.
- ◆ A cylindrical column of grooved discs constitutes the filter element.
- ◆ Spring keeps the discs compressed.
- ◆ Screw-on filter cover.
- ◆ Filter discs are available in various filtration grades.



Technical Data

Inlet/outlet diameter	1" BSPT (male)	1" NPT (male)
	25.0 mm – nominal diameter	
	33.6 mm – pipe diameter (O. D.)	
Maximum pressure	10 atm	145 psi
Maximum flow rate	8 m ³ /h (1.7 l/sec)	35 gpm
General filtration area	500 cm ²	77.5 in ²
Filtration volume	600 cm ³	37 in ³
Filter length L	340 mm	13 13/32"
Filter width W	130 mm	5 3/32"
Distance between end connections A	158 mm	6 7/32"
Weight	1.420 kg	3.13 lbs.
Maximum temperature	70° C	158 °F
pH	5-11	5-11



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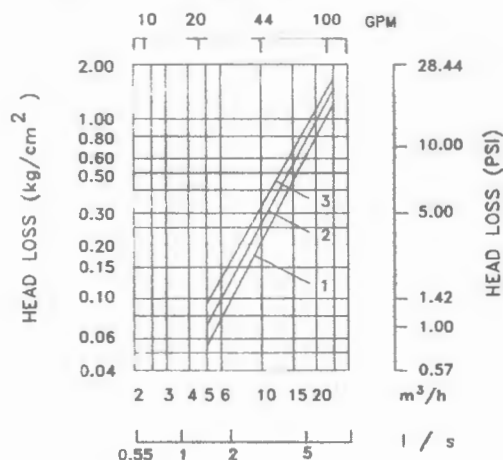
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Filtration Grades

- Blue (400 micron / 40 mesh)
- Yellow (200 micron / 80 mesh)
- Red (130 micron / 120 mesh)
- Black (100 micron / 140 mesh)
- Green (55 micron)

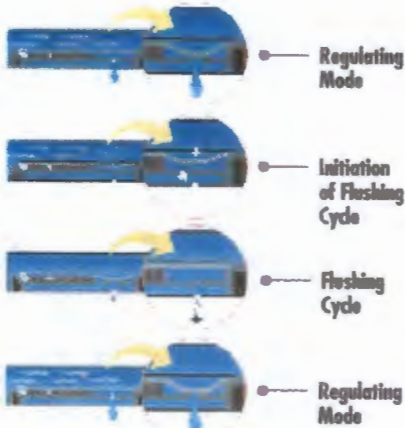
Head Loss Chart





Bioline[®] Dripperline

Pressure Compensating Dripperline for Wastewater



Bioline's Self-Cleaning, Pressure Compensating Dripper is a fully self-contained unit molded to the interior wall of the dripper tubing.

As shown at left, Bioline is continuously self-cleaning during operation, not just at the beginning and end of a cycle. The result is dependable, clog free operation, year after year.



Product Advantages

The Proven Performer

- Tens of millions of feet used in wastewater today.
- Bioline is permitted in every state allowing drip disposal.
- Backed by the largest, most quality-driven manufacturer of drip products in the U.S.
- Preferred choice of major wastewater designers and regulators.
- Proven track record of success for many years of hard use in wastewater applications.

Quality Manufacturing with Specifications Designed to Meet Your Needs

- Pressure compensating drippers assure the highest application uniformity - even on sloped or rolling terrain.
- Excellent uniformity with runs of 400 feet or more - reducing installation costs.
- Highest quality-control standards in the industry: Cv of 0.25 (coefficient of manufacturer's variation).
- A selection of flows and spacings to satisfy the designer's demand for almost any application rate.

Long-Term Reliability

- Protection against plugging:
 - Dripper inlet raised 0.27" above wall of tubing to prevent sediment from entering dripper.
 - Drippers impregnated with Vinyzene to prevent buildup of microbial slime.
 - Unique self-flushing mechanism passes small particles before they can build up.



Root Safe

- A physical barrier on each Bioline dripper helps prevent root intrusion.
- Protection never wears out - never depletes - releases nothing to the environment.
- Working reliably for up to 15 years in subsurface wastewater installations.
- Additional security of chemical root inhibition with Techfilter - supplies Trifluralin to the entire system, effectively inhibiting root growth to the dripper outlets.



Applications

- For domestic strength wastewater disposal.
- Installed following a treatment process.
- Can be successfully used on straight septic effluent with proper design, filtration and operation.
- Suitable for reuse applications using municipally treated effluent designated for irrigation water.

Specifications

Wall thickness (mil): 45*

Nominal flow rates (GPH): .4, .6, .9*

Common spacings: 12", 18", 24"*

Recommended filtration: 120 mesh

Inside diameter: .570*

Color: Purple tubing indicates non-potable source

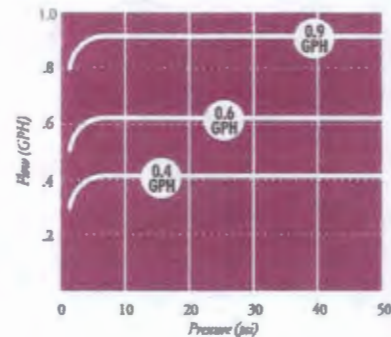
*Additional flows, spacings, and pipe sizes available by request. Please contact Netafim USA Customer Service for details.

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BIOLINE Flow Rate vs. Pressure



NETAFIM USA
 5470 E. Home Ave. • Fresno, CA 93727
 888.638.2346 • 559.453.6800
 FAX 800.695.4753
www.netafimusa.com

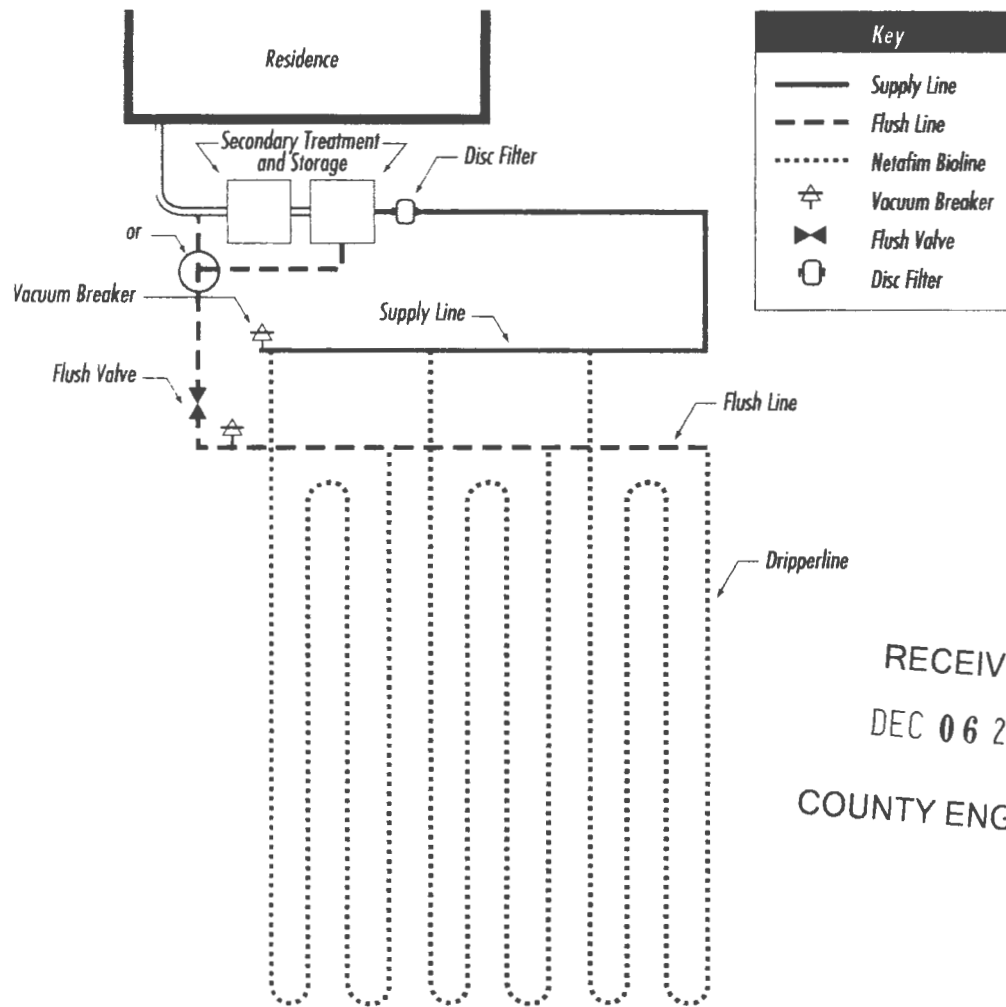
NETAFIM WASTEWATER DISPERSAL SYSTEM DESIGN GUIDE

SAMPLE DESIGNS

SINGLE TRENCH LAYOUT

Rectangular field with supply and flush manifold on same side and in same trench;

- Locate supply and flush manifold in same trench
- Dripperlines are looped at the end opposite the supply and flush manifolds
- The longest Bioline length should not exceed 400 ft. Drip fields 200 ft. in length might loop the Bioline once; drip dispersal fields under 100 ft. might be looped twice, as illustrated



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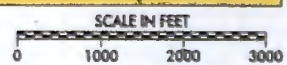
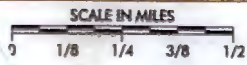


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78133

78132



From: [Hernandez, Sandra](#)
To: ["Greg Johnson"](#)
Subject: 105284 deficiency comment
Date: Tuesday, December 13, 2016 3:28:09 PM

RE: Lot 10, Astro Hills Unit 1

Greg,

In order to continue processing this permit, we need the following information:

- ✓ Maintenance contract indicates a different legal description for the referenced property. Revise accordingly and resubmit.

If you have any questions, you can email me or call the office.

Thank you,

Sandra Ann Hernandez
Environmental Health Assistant
Comal County Engineers Office
New Braunfels, Texas 78132
830-608-2090 Office
830-608-2078 Fax
www.cceo.org

REGULATORY AUTHORITY COMAL
WASTEWATER TREATMENT FACILITY
Lonestar Aerobic Services, LLC
PO Box 228
Boerne, TX 78006
Off. (830)443-4559
Fax (210)579-6073
Website www.lonestaras.com
E-Mail [REDACTED]
Installer JCN CONSTRUCTION

PERMIT/LICENSE NUMBER _____
AGREEMENT
JAMES RIZZUTO II, & KATHRYN HALEY RIZZUTO
520 APOLLO DRIVE
CANYON SPRINGS LAKE Zip 78133 Gate # _____
Mailing Address 15015 KAMARY LANE
City SAN ANTONIO Zip 78247
Day Phone 210-215-6725
CANYON SPRINGS RESORT, UNIT 1, LOT 10
520 APOLLO DRIVE

VOID

- I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between JAMES RIZZUTO II, & KATHRYN HALEY RIZZUTO (hereinafter referred to as "Customer") and Lonestar Aerobic Services, LLC. By this agreement, Lonestar Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her responsibilities, as described herein. The designed flow rate for this system is a maximum of 240 gallons per day.
- II. Effective Dates: This agreement commences on LTO and ends on _____ for a total of two (2) years (initial agreement) or one (1) year (there after). If this is an initial agreement (new installation), the Customer will notify the Contractor within two (2) business days of the system's first use to establish the date of commencement. If no notification is received by Contractor within ninety (90) days after completion of installation or where county authority mandates, the date of commencement will be the date the "License to Operate" (Notice of Approval) was issued by the permitting authority. This agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty.
- III. Renewal: This Agreement shall automatically renew each year at the same terms, conditions, and costs, unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV.
- IV. Termination of Agreement: This Agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. If this Agreement is so terminated, Contractor will be paid at the rate of \$75 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.
- V. Services: Contractor will:
 - A. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulations, for a total of three visits to site per year.
 - B. Provide a written record of visits to the site by means of an inspection log attached to or contained in the control panel.
 - C. Repair or replace, if Contractor has necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and service costs are \$100.00 or less, Customer hereby authorizes Contractor to perform the service and bill Customer for said service. When service costs are greater than \$100.00, or if Contractor does not have necessary supplies at the site, Contractor will notify Customer of required service(s) and associated cost(s). Customer must notify Contractor of arrangements to effect repair of system within two (2) business days after said notification.
 - D. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
 - E. Forward copies of this Agreement and all reports to the regulatory agency and the customer.
 - F. Visit site in response to Customer's request for unscheduled service within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.
- VI. Disinfection: Not Required, Required. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the _____ Customer.
- VII. Electronic Monitoring is not included in this Agreement.
- VIII. Performance of Agreement: Commencement of performance by _____ contingent on the following conditions:
 - A. If this is an initial agreement (new installation):
 - 1. Contractor's receipt of a fully assessed original copy or _____ documentation requested by Contractor.
 - 2. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this Agreement.
 - B. If this is not an initial agreement (existing system):
 - 1. Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.
 - 2. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this Agreement.
 - C. If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement.
- IX. Customer's Responsibilities: The Customer is responsible for each and all of the following:
 - A. Provide all necessary yard or lawn maintenance and the removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.
 - B. Protect equipment from physical damage including but not limited to that damage caused by insects.
 - C. Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's manufacturer recommendations.
 - D. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.
 - E. Provide, upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
 - F. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section V, sub-section D. above, Customer agrees to pay Contractor for sample collection and transportation, portal to portal, at a rate of \$35 per hour, plus the associated fees for laboratory testing.
 - G. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.
 - H. Prevent the backwashes from air conditioning or refrigeration units, or the drains of ice-makers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
 - I. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
 - J. Maintain site drainage to prevent adverse effects on the OSSF.
 - K. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.
- X. Access by Contractor: Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. Tanks and treatment units shall be accessible by means of man ways, or risers and removable covers, for the purpose of evaluation as required by State and/or local rules and the proprietary system manufacturer. If not an initial agreement (new installation) and this access is not in place or provided for by the customer, the costs for the labor of excavation, and possibly other labor and materials costs, will be required. These costs shall be billed to Customer as an additional service at a rate of \$35 per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, or electric cables, water, air, or gas lines, etc.), or for the uneven settling of the soil.
- XI. Limit of Liability: Contractor shall not be held liable for any incidental, consequential, or special damages, or for economic loss due to expense, or for loss of profits or income, or loss of use to Customer, whether in contract text or any other theory. In no event shall Contractor be liable in an amount exceeding the total Fee for Services amount paid by Customer under this Agreement.
- XII. Severability: If any provision of this "Proposal and Contract" shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this "Agreement" is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XIII. Fee for Services: The fee does not include any equipment, materials, or labor necessary for non-warranty repairs or for unscheduled, Customer requested visits to the site.
- XIV. Payment: Full amount due upon signature (Required of new Customer). Payment of invoice(s) for any other service or repair provided by contractor is due upon receipt of invoice. Invoices are mailed on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a \$29.00 late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s). Contractor may terminate contract at any time for nonpayment for services. Any check returned to Contractor for any reason will be assessed a \$30.00 returned check fee.
- XV. Application or Transfer of payment: The fees paid for this agreement may transfer to the subsequent property owner(s); however this agreement is not transferable. Customer will advise subsequent property owner(s) of the state requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's offices within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligations arising from this Agreement including late fees or penalties, returned check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this agreement. See Section IV.
- XVI. Entire Agreement: This agreement contains the entire agreement between the parties and its terms, conditions, or any other agreement, oral or written.

Wade A. Crowl _____ 12/1/16
Date

VOID

James Rizzuto II _____ 12/1/16
Customer Signature Date

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1123
EV/DWB 2/13



201606024814 06/22/2016 11:34:31 AM 1/2

General Warranty Deed

Date: June 16, 2016

Grantor: Alan Hayes

Grantor's Mailing Address:

276 Northgate San Antonio, TX 78218

Grantee: James Rizzuto II and Kathryn Haley-Rizzuto

Grantee's Mailing Address:

15015 KAMARY LN. SAN ANTONIO, TX 78247

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lot 10, ASTRO HILLS UNIT NO. 1, a subdivision in Comal County, Texas, according to the map or plat thereof recorded in Volume 2, Page 32, of the Map and Plat Records of Comal County, Texas

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2016, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and


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successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

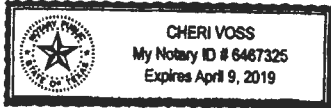


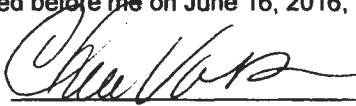
Alan Hayes

STATE OF TEXAS)

COUNTY OF COMAL)

This instrument was acknowledged before me on June 16, 2016, by Alan Hayes.





Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:

DWAIN W BLASCHKE
P.O. Box 1744
Canyon Lake, TX 78133
Tel: (830) 964-4442
Fax: (830) 964-4426

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
06/22/2016 11:34:31 AM
TERRI 2 Page(s)
201606024814

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 *Bobbie Koepf*