

### Comal County OFFICE OF COMAL COUNTY ENGINEER

### License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date:	04/25/2019		Permit Number:	107920
Location Description:	790 BROOKSII SPRING BRAN			
	Subdivision: Unit: Lot: Block: Acreage:	Springs at Rebecca Creek 3A 113		
Type of System:	Aerobic Surface Irrigatio	n		
Issued to:	John Salas			

This license is authorization for the owner to operate and maintain a private facility at the location described in accordance to the rules and regulations for on-site sewerage facilities of Comal County, Texas, and the Texas Commission on Environmental Quality.

The license grants permission to operate the facility. It does not guarantee successful operation. It is the responsibility of the owner to maintain and operate the facility in a satisfactory manner.

Alterations to this permit including, but not limited to:

- Increase in the square feet of living area
- Increase in the number of bedrooms
- A change of use (i.e. residential to commercial)
- Relocation of system components (including the relocation of spray heads)
- Installation of landscaping
- Adding new structures to the system

may require a new permit. It is the responsibility of the owner to apply for a new permit, if applicable.

Inspection and licensing of a facility indicates only that the facility meets certain minimum requirements. It does not impede any governmental entity in taking the proper steps to prevent or control pollution, to abate nuisance, or to protect the public health.

This license to operate is valid for an indefinite period. The holder may transfer it to a succeeding owner, provided the facility has not been remodeled and is functioning properly.

Licensing Authority

**Comal County Environmental Health** 

ENVIRONMENTAL HEALTH INSPECTOR



ENVIRONMENTAL HEALTH COORDINATOR

OS0034322

	Comal County E OSSF Ins	nvironmental H pection Sheet	lealth			
Installer Name: Janes 7 1st Inspection Date: 4.11	Reemen	OSSE Installer #: 02	20032	105		
Ist Inspection Date: 711	19 2nd Inspection Dat	e: U. DIN B.				
1.4000	Inspector Name:	Brookside		dine		
Permit#: 107920		Notes	UI.	1st Insp.	2nd Insp.	3rd Ins
Description SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	Anwser         Citations           285.31(a)         285.30(b)(1)(A)(iv)           285.30(b)(1)(A)(iv)         285.30(b)(1)(A)(v)           285.30(b)(1)(A)(ii)         285.30(b)(1)(A)(iii)           285.30(b)(1)(A)(iii)         285.30(b)(1)(A)(iii)           285.30(b)(1)(A)(iii)         285.30(b)(1)(A)(iii)	NOTES		<u></u>		
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	285.91(10) 285.30(b)(4) 285.31(d)			/		an interest
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	285.32(a)(1)					
SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	285.32(a)(3)			/	-	
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	285.32(a)(5)				/	
PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements	285.32(b)(1)(G)285.32(b)(1 )(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(F) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(1) 285.32(b)(1)(E)(ii)(1) 285.32(b)(1)(E)(ii)(1)					
PRETREATMENT Grease Interceptors if required for commercial	285.34(d)					

N.11.19 Temk level set aprovenal cover ace

4.24.19 Coveral

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No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If SingleTank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(1) 285.32(b)(1)(E)(ii)(1) 285.32(b)(1)(E)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
3	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
3	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
10	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions	State Stat	285.38(d) 285.38(e)				
11	SEPTIC TANK Tank Volume Installed					d.	
	PUMP TANK Volume Installed						
13	AEROBIC TREATMENT UNIT Size Installed	/		(000	/		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	-	/	NUUder	V		
	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)	· ·			
16	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
17	DISPOSAL SYSTEM Evapo- transpirative		285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
22	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
23	DISPOSAL SYSTEM Other (describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
24	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						THE SECTION
	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
27	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media	10					
28	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				100
	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
30	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

No. Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom ) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Ho (3/16 - 1/4" dia. Hole Size ) 5 ft. Apar	io es	285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)		/		
AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastene to lid or cast into tank AEROBIC TREATMENT UNIT Rise cap protected against unauthorized intrusions	1/					
AEROBIC TREATMENT UNIT Chlorinator Properly Installed w 35 Chlorine Tablets in Place.	ith /					
PUMP TANK Is the Pump Tank a approved concrete tank or othe acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/o Anti- Siphon Device Present Wh Required PUMP TANK Audible and Visual High Water Alarm Installed on 36 Separate Circuit From Pump	r r en					
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37 PUMP TANK Secondary restrain	it					
38 system provided PUMP TANK Electrical						
Connections in Approved Junct 39 Boxes / Wiring Buried	ion		*			

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40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	/	285.33(d)(2)(G)(iii)(II)285.3 3(d)(2)(G)(iii)(III)285.33(d)( 2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)		/		
	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	/	285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)				
41	APPLICATION AREA Area Installed	1				1	
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer	3					
45	PUMP TANK Type/Size of Pump Installed						

	Comal County E	invironmental H	lealth			
	OSSF Ins	pection Sheet				
Installer Name: Jones The	10 mein	OSSF Installer #:	20032	405		
1st Inspection Date: 4.11.19			3rd Inspection	Date:		
Inspector Name: anewea	0		Inspector	Name:		
104000		Brookside	Dr.			
Permit#: 0 920		Notes		1st Insp.	2nd Insp.	3rd Insp.
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36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently						
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44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



# 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:	107920
Issued This Date:	08/14/2018
This permit is hereby given to:	John Salas

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

790 BROOKSIDE DR SPRING BRANCH, TX 78070

Subdivision:Springs at Rebecca CreekUnit:3ALot:113Block:Acreage:

## APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic Surface 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 County requirements.

Call (830) 608-2090 to schedule inspections.

# \* \* \* COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH \* \* \* <u>APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN</u> ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date 7-17-18	ND LICENSE TO	Permit #	107920
Owner Name John SALAS	Agent Name	Wade A. Cloud, R.S.	5. 4486
Mailing Address 790 Brookside Dr	Agent Address	PO Box 228	
Mailing Address 790 Brookside Dr City, State, Zip Spring Prench Tr 78070	City, State, Zip	Boerne, TX 78006	
Phone # 210744 8998	Phone #	830-443-4559	and an and an and an and and and and and
Email	Email		
All correspondence should be sent to: Owner Agent	⊠ Both	Method: 🗌 Mail	🔀 Email
Subdivision Name SPRings at Rebacca yeak Un	it _3+	Lot_il3	Block
Acreage/Legal 5, 11	0.11	0	
Street Name/Address 790 Brookside drive	City <u>S</u> ₽;	ny Branch	Zip 78070
Type of Development:			RECEIVED
			AUG 03 2018
Single Family Residential			
Type of Construction (House, Mobile, RV, Etc.) $\underline{H} \circ c$ Number of Bedrooms 3		C	OUNTY ENGINEER
Indicate Sq Ft of Living Area 2000			
Commercial or Institutional Facility (Planning materials must show adequate land area for doubling the	required land need	led for treatment units	and disposal area)
Type of Facility			
Offices, Factories, Churches, Schools, Parks, Etc Indica	te Number Of O	ccupants	
Restaurants, Lounges, Theaters - Indicate Number of Sea	its		
Hotel, Motel, Hospital, Nursing Home - Indicate Number o	fBeds		
Travel Trailer/RV Parks - Indicate Number of Spaces			
Miscellaneous			
Estimated Cost of Construction: \$ 200,000 (Structure	e Only)		
Is any portion of the proposed OSSF located in the United States	s Army Corps of	Engineers (USACE)	flowage easement?
(If yes, owner must provide approval from USACE for proposed OSSF i	mprovements with	in the USACE flowage	easement)
Source of Water Z Public Private Well			
Are Water Saving Devices Being Utilized Within the Residence?	🛛 Yes 🗌 N	0	
I certify that the completed application and all additional information sub any material facts. Authorization is hereby given to the permitting author property for the purpose of site/soil evaluation and inspection of private construct will not be jested until the Floopplain Administrator has perfor Prevention Order	ority and designate sewage facilities.	d agents to enter upon I also understand that	the above described a permit of authorization to
bloku Hales	7/3	0/18	Deep 1 -60
Signature of Owner	Date /	2000 Eax (830) 608 2078	Page 1 of 2 Revised January 2016

195 David Jonas Dr., New Braunfels, Texas 78132-3760 (830) 608-2090 Fax (830) 608-207

## \*\*\* COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH \*\*\* <u>APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN</u> <u>ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE</u>

Planning Materials & Site Evaluation as Required Completed By Wade	A. Cloud, R.S.
System Description Aerobic Treatment, Surface Application	
Size of Septic System Required Based on Planning Materials & Soil Eva	luation
Tank Size(s) (Gallons) NuWater B-550, 600 GPD Absorption/A	pplication Area (Sq Ft) <u>3750, Actual 3963.1</u> 2
Gallons Per Day (As Per TCEQ Table III) 240	RECEIVED
(Sites generating more than 5000 gallons per day are required to obtain a permit	through TCEQ.) AUG <b>0 3</b> 2018
Is the property located over the Edwards Recharge Zone?  Yes (If yes, the planning materials must be completed by a Registered Sanitarian (R.	No COUNTY ENGINEER S.) or Professional Engineer (P.E.))
Is there an existing TCEQ approved WPAP for the property?  Yes	K No
(If yes, the R.S. or P.E. shall certify that the OSSF design complies with all provise	sions of the existing WPAP.)
If there is no existing WPAP, does the proposed development activity red (If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all pro- not be issued for the proposed OSSF until the proposed WPAP has been approv	visions of the proposed WPAP. A Permit to Construct vill
Is the property located over the Edwards Contributing Zone? Xes	No
Is there an existing TCEQ approval CZP for the property?	No
(If yes, the P.E. or R.S. shall certify that the OSSF design complies with all provis	ions of the existing CZP.)
If there is no existing CZP, does the proposed development activity requi	ire a TCEQ approved CZP? 🗌 Yes 🛛 No
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all pro- not be issued for the proposed OSSF until the CZP has been approved by the ap	visions of the proposed CZP. A Permit to Construct will
Is this property within an incorporated city?   Yes  No	
If yes, indicate the city:	
x John Alm	
I certify that the information provided above is true and correct to the best of my l	(nowledge.
Myh O	7/11/18
Signature of Designer Este	Page 2 of 2

Page 2 of 2 Revised January 2016

<sup>195</sup> David Jonas Dr., New Braunfels, Texas 78132-3760 (830) 608-2090 Fax (830) 608-2078

# Wade A. Cloud, R.S. PO Box 228 Boerne, TX 78006 830.443.4559

July 11, 2018

RECEIVED

AUG 03 2018

COUNTY ENGINEER

Comal County Office of Environmental Health 195 David Jonas Drive New Braunfels, TX 78132-3760

RE: Septic Design 627 Brookside Dr. Springs at Rebecca Creek, Section 3A, Lot 113 John Salas

Ms. Ritzen/Hernandez,

The Referenced property is located within the Contributing Zone. This OSSF design is exempt from the CZP because it is a single family residence on a lot larger than five acres, with no more than one single-family residence.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (effective December 27, 2012).

Please contact me with any questions.

In Christ,



Wade A. Cloud, R.S. #4486



# Affidavit to the Public

RECEIVED

THE COUNTY OF (SMAL STATE OF TEXAS

AUG 03 2018

CERTIFICATION OF OSSF REQUIRING MAINTENANCE COUNTY ENGINEERS According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSFs), this document is filed in the Deed Records of <u>CorrA</u> (County, Texas.

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (commission) 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

790 Brookside drive Spring Branch TX 78070/Springs atrebecca Cr 10+113

The property is owned by John SAIGS

This OSSF must be covered by a continuous service policy 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 may be obtained from (COMA|COST).

IN WITNESS WHEREOF (s) he has hereto set his/her hand.

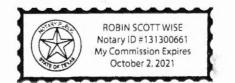
Signatur Print Name

I hereby certify that  $\underline{Tok}$ ,  $\underline{Sales}$ , known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn deposes and says that the facts set forth in the above affidavit are true and correct

WITNESS MY HAND AND OFFICIAL SEAL THIS THE 17th DAY OF July , 2018 .

Rohn Sout We

Notary Public, State of Texas My Commission Expires: OC + 2,  $2 \circ 2/$ 



Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 08/03/2018 10:16:42 AM SSICA 1 Page(s) 1806030234 abbie Keepp

### WASTEWATER TREATMENT FACILITYY MONITORING AGREEMENT

Regulatory Authority	Permit/License Number	RECEIVED
Block Creek Aerobic Services, LLC	Customer John SAIAS	
444 A Old Hwy #9	Site Address 790 Brook side	AUG 0 3 2018
Comfort, TX 78013	City Spring Branch Zip 78070	AUG V 3 2010
Off. (830) 995-3189	Mailing Address	
Fax. (830) 995-4051	CountyMap #	
	Phone 210 744 8998	COUNTY ENGINEER
	Email	

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between (hereinafter referred to as "Customer") and Block Creek Aerobic Services,

LLC. By this agreement, Block Creek 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.

### **II. Effective Date:**

### **III.** Termination of Agreement:

This Agreement may be terminated by either party for any reason, including for example, substantial failure of either party to perform in accordance with the terms of this Agreement, without fault or liability of the terminating party. The terminating party must provide written notice to the non-terminating party thirty (30) days prior to the termination of this Agreement. If this Agreement is terminated, Contractor will be paid at the rate of \$75.00 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 of termination of this Agreement. 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.

### IV. 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 regulation, for a total of three visits to site per year. The list of items checked at each visit shall be the: control panel, Electrical circuits, timer, Aeration including compressor and diffusers, CFM/PSI measured, lids safety pans, pump, compressor, sludge levels, and anything else required as per the manufacturer.

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 the 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 the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system with in 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 services 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.

V. Disinfection:

**Customer's** Initials



\_\_\_\_Not required; X required. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer.

### VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

### VII. 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):

I. Contractor's receipt of a fully executed original copy or facsimile of this agreement and all documentation requested by Contractor.

If the above conditions are not met, Contractor is not obligated to perform any portion of this Agreement.

### VIII. Customer's Responsibilities:

The customer is responsible for each and all of the following:

a. Provide all necessary yard or lawn maintenance and 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 and OSSF from the State and/or local regulatory agency, whichever requirements are more stringent, as well as the proprietary system's manufacturer recommendations.

d. Notify Contactor 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 the OSSF so that the Contractor can perform a proper evaluation of 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 IV (d) above, Customer agrees to pay Contractor for the sample collection and transportation, portal to portal, at a rate of \$35.00 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 condensation from air conditioning or refrigeration units, or the drains of icemakers, 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 Contactor, 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.

### IX. 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. It is Customers responsibility to keep lids exposed and accessible at all times.

### X. 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.

### XI. Indemnification:

Customer (whether one or more) shall and does hereby agree to indemnify, hold harmless and defend Contractor and each of its successors, assigns, heirs, legal representatives, devisees, employees, agents and/or counsel (collectively "Indemnitees") from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, fines, judgments and other expenses (including, but not limited to, attorneys' fees and expenses and costs of investigation), of any kind, nature or description, (hereinfifter collectively referred to as "Liabilities") arising out of, caused by, or resulting, in whole or in part, from this Agreement.

ustomer's Initials



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### RECEIVED

# THIS INDEMNITIFCATION APPLIES EVEN IF SUCH LIABILITIES ARE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OR BY THE STRICT LIABILITY OF ANY INDEMNITEE.

### COUNTY ENGINEER

Customer hereby waives its right of recourse as to any Indemnitee when Indemnification applies, and Customer shall require its insurer(s) to waive its/their right of subrogation to the extent such action is required to render such waiver of subrogation effective. Customer shall be subrogated to Indemnitees with respect to all rights Indemnitees may have against third parties with respect to matters as to which Customer provides indemnity and/or defense to Indemnitees. No Indemnification is provided to Indemnitees when the liability or loss results from (1) the sole responsibility of such Indemnitee; or, (2) the willful misconduct of such Indemnitee. Upon irrevocable acceptance of this Indemnification obligation, Customer, in its sole discretion, shall select and pay counsel to defend Indemnitees of and from any action that is subject to this Indemnification provision. Indemnitees hereby covenant not to compromise or settle any claim or cause of action for which Customer has provided Indemnification without the consent of Customer.

### XII. Severability:

If any provision of the "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 the "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 for Services does not include any fees for equipment, material, labor necessary for non-warranty repairs, unscheduled inspections, or Customer requested visits to the site.

### XIV. Payment:

Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices 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 return check fee.

### XV. Application or Transfer of payment:

The fees paid for this agreement may be transferred to subsequent property owner(s); however, this Agreement is not transferable. Customer shall advise the 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 obligation arising from this Agreement including late fees or penalties, return 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 conditions in any other agreement, oral or written.

und Sindusticker

Block Creek Aerobic Services, LLC, Contractor MC# 0000042 and MC#0000002



tomer Signature



Contractor's Initials

# **On-Site Sewage Facility Soil and Site Evaluation**

Date Performed: 07/10/2018

Property Owner's Information:	RECEIVED	
Name: John Salas	Name: Wade A. Cloud	
Address: 10415 Rock Cove	Company: Blackwater Designs	AUG 03 2018
City: Converse , TX 78109	Address: PO Box 228	
Phone:Fax:	City: Boeme, TX78006	COUNTY ENGINEER
	Phone: 210.900.2971 Fax: 210.579.6073	
Property Description:	TCEQ License #: OS0029338	
Subdivision: Springs at Rebecca Creek, Section 3A		
Plat date:Lot:Block:	Installer Information:	
Site Address: 790 Brookside Drive	Name: Robin Wise	
City: Spring Branch, TX78070	Company: Rob Wise Construction	
County: Comal Unicorp. Area: OYON	Address: PO Box 644	
Property Size:Acres: 5.11	City: Boerne , TX 78006	
Survey:Absstract:	Phone: 210.264.6745 Fax:	
Additional Info:	TCEQ License #: OS0021093	
Тород	graphy	
Slope Vegetation Sit	<u>e Drainage</u> <u>Water</u>	
OSlight-under 4% OLightly Wooded	Poor       Seasonal Water Table         Adequate       Water Table, Depth:         Good       Lakes, Ponds, Streams         100 Year Flood Zone       RechargeFeatureWithin 150ft	
Water	Supply	1
Public, name of public water supplier: Private For on-site water well: Is water well less than 100 feet from Are neighboring wells less than 100 If yes to either above, need driller affidavit, that well(s) grouted to 100 ft or top of wells Q Water Softener		
Soil Ev	aluation	
At least two soil evaluations must be performed on the area. Locations of soil boring or dug pits must be sho	ne site, at opposite ends of the proposed disposal	
For subsurface disposal, soil evaluations must be per proposed trench depth. For surface disposal, the surface		
Please describe each soil horizon and identify any re- lines at the appropriate depth.	strictive features in the space provided below. Draw	

Proposed Trench Depth <u>N/A</u> (Will be 18" to 36" unless designed by P.E. or R.S.)

07/10/2018

See document on back or next page.

Wade A. Cloud, SE OS0029338

Date

Depth(ft)	Textural Class	Soil Texture & Color	Gravel Analysis for Class II and III	Drainage (Mottles/Water Table) indicate color of	Restrictive Horizon	
0				mottling	<b>F</b>	
-	N/A	N/A	N/A	N/A	Fracture Rock	
1						RECEIVED
- 2						
-						AUG 0 3 2018
3						COUNTY ENGINE
-						
-						
5						I
	r Dug Pit # 2	The second	ere not attempted	5 / / A	<b>P 1 1 1</b>	
Depth(ft)	Textural Class	Soil Texture & Color	Gravel Analysis for Class II and III	Drainage (Mottles/Water Table) indicate color of mottling	Restrictive Horizon	
-	N/A	N/A	N/A	N/A	Fractured Rock	
1						
-						
-						
3						
-						
4						
-						
certify that t	he findings o	f this report, base	ed on field observation	is, are accurate to the best of my	knowledge.	
nis site is su	uitable for a	standard On-S	ite-Se:wage Facility: 07/10/201	<u>Oy</u> <u>O</u> N 8		
ade A. Clo mpass North	ud, SE OSOC	29338	Date (See Attached)	Scale:		
mpass North	n	Site Si	(etch (See Attached)			
	_					

# On-Site Sewage Facility Design Criteria AUG 0 3 2018

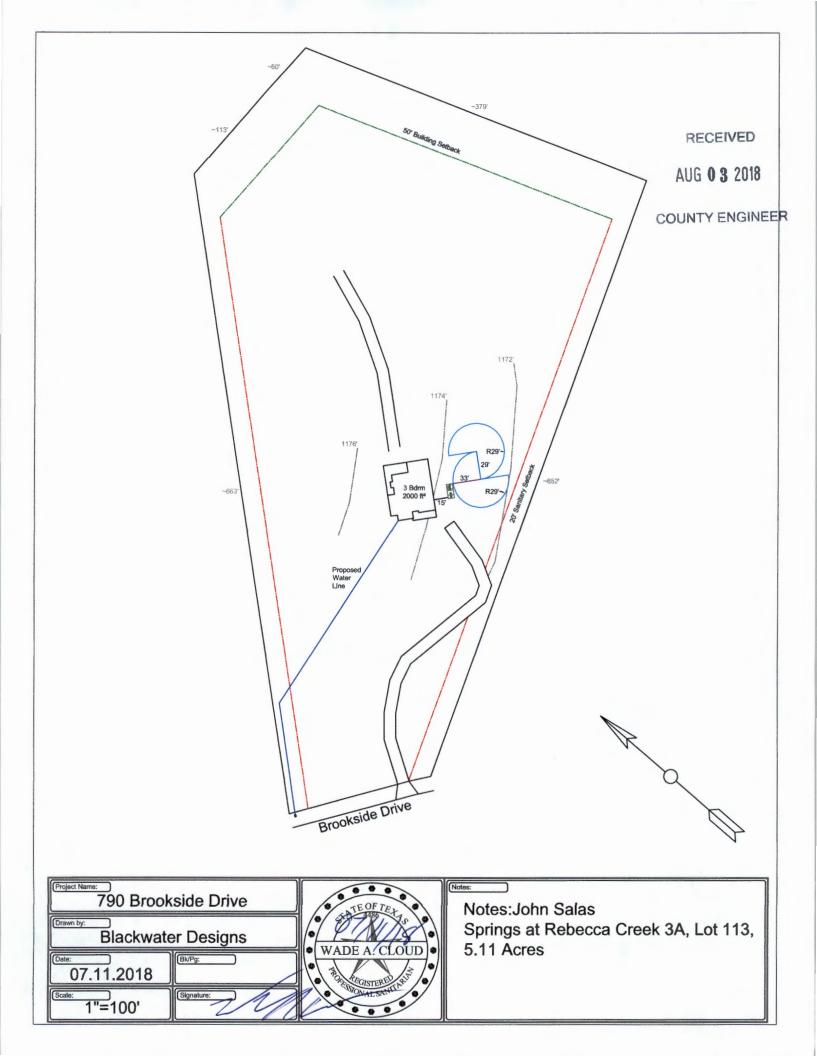
Property Information:		House Information:	COUNTY ENGI		
Site Address: 790 Brookside Drive		Number of Bedrooms:	3		
City: Spring Branch	TX 78070	Square Footage(Approx.):	2000 ft <sup>2</sup>		
			Public		
Q=Sewage in GPD:					
Water Saving Devices:	O Yes O No	Supply Line From House:	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Q Gallons/Day:	240	Length (Approx. ft):	15'		
Greywater Included:	O Yes O No	Size (in.):	3" or 4"		
		Туре:	Sch 40		
Rate of Adsorption (R <sub>a</sub> ):					
Application Rate (gal/ft <sup>2</sup> /day):	.064	Supply Line from Tank to Application	on Area:		
Minimum Adsorptive Area (ft <sup>2</sup> ):	3750	Length (Approx. ft):	62'		
		Size (in.):	1"		
Aerobic Treatment Unit:		Туре:	Sch 40		
Required Minimum GPD:	360, Actual 600				
Pretreatment Tank Capacity (gal):	353	Surface Application Area( $\pi R^2$ ):			
Class 1 ATU:	Nuwater B-550	$\pi(29)^2 \times .75$ :	1,981.56 ft <sup>2</sup>		
Pump Tank Capacity (gal):	768	$\pi(29)^2 \times .75$ :	1,981.56 ft <sup>2</sup>		
Disinfectant Type:	Liquid Chlorine	π() <sup>2</sup> x:	0.00 ft <sup>2</sup>		
Pump Operation:	Timer	π() <sup>2</sup> x:	0.00 ft <sup>2</sup>		
Quantity (gal) Dosing Cycle :	Varied	π() <sup>2</sup> x:	0.00 ft <sup>2</sup>		
Cycle Time:	12:00 am-5:00 am	π() <sup>2</sup> x:	0.00 ft <sup>2</sup>		
Pump Size & Type:	1/2hp Franklin C1-Series	π() <sup>2</sup> x:	0.00 ft <sup>2</sup>		
		Total Adsorptive Area(ft <sup>2</sup> ):	3,963.12 ft <sup>2</sup>		
Comments: Installing a 600 GPD NuWat	er B-550 with 2				
sprinklers set toward each other at 270° v	vith a 29' radius.	Drip Application Area:	a second and		
		Minimum Linear Drip Tubing(ft <sup>2</sup> ):	N/A		
		Number of Drip Emitters(Aft <sup>2</sup> /4ft <sup>2</sup> ):	N/A		
Vegetation Plan: The surface application	shall be applied	Number of Emitters per Field:	N/A		
to existing vegetation, any bare area shall	be seeded with a	Pump Requirements(GPM)			
mixture of winter rye and bermuda seed bef	ore evetom start up				

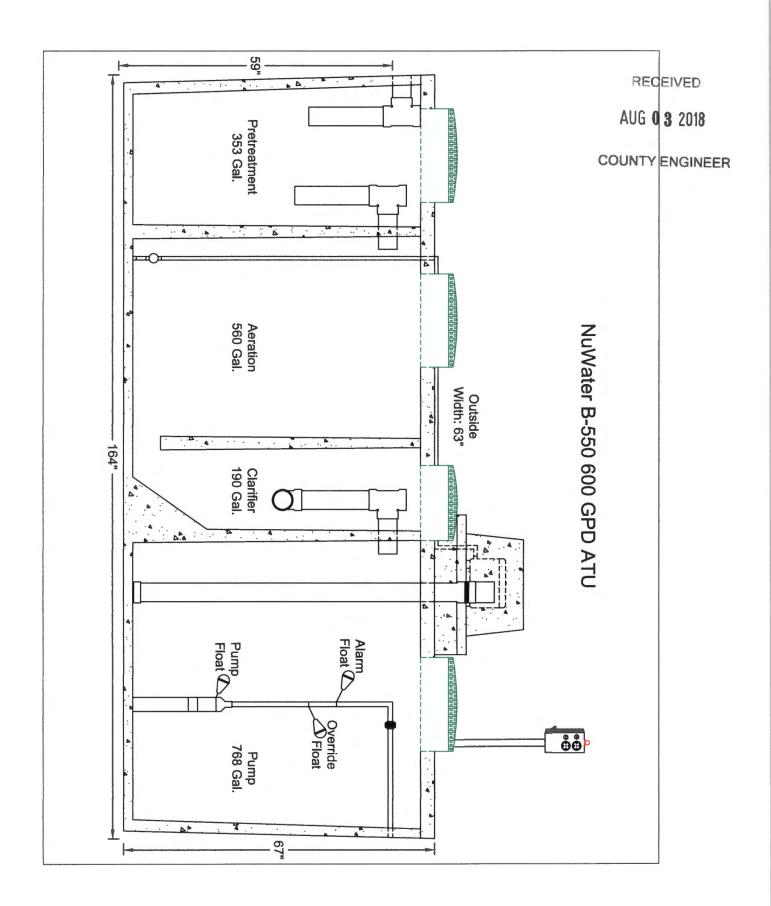
All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (effective December 27, 2008) Above design is based on best available information and should function properly under normal operating conditions All changes or modifications made to design must be approved by Wade A Cloud. Application area shall have enough soil to facilitate vegetation growth.

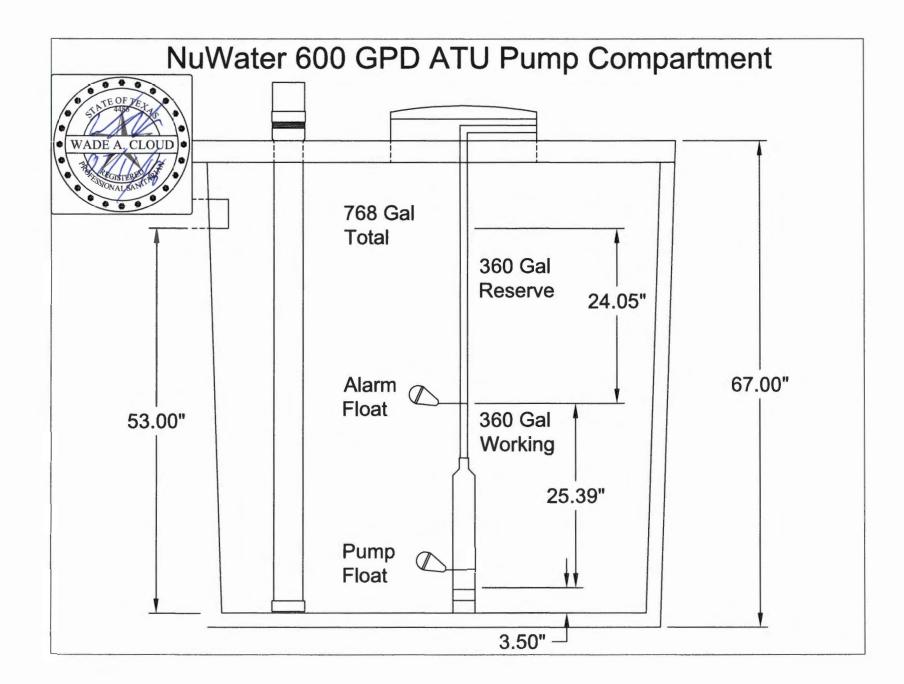
Wade A. Cloud, RS 4486 Blackwater Designs PO Box 228 Boerne, TX 78006

Date 210.900.2971









# **C1 Series Family Curve**



# **FEATURES**

- Supplied with a removable 5" base for secure and reliable mounting
- Bottom suction design
- Robust thermoplastic discharge head design resists breakage during installation and operation
- Single shell housing design provides a compact unit while ensuring cool and quiet operation
- Hydraulic components molded from high quality engineered thermoplastics
- Optimized hydraulic design allows for increased performance and decreased power usage
- All metal components are made of high grade stainless steel for corrosion resistance
- Available with a high quality 115 V or 230 V, ½ hp motor
- Fluid flows of 10, 20, and 30 gpm, with a max shut-off pressure of over 100 psi
- Heavy duty 600 V 10 foot SJOOW jacketed lead

# **APPLICATIONS**

- Gray water pumping
- Filtered effluent service water pumping
- Water reclamation projects such as pumping from rain catchment basins
- Aeration and other foundation or pond applications
- Agriculture and livestock water pumping

ADDEDIN	10 10	FODU	ATION
ORDERIN	Ila IN	IFURM	
UNULINI			

CI Series Pumps									
5PM	HP	Volts	Stage	Model No.	Order No.	Length (in)	Weight (lbs)		
		115	7	10C1-05P4-2W115	90301005	26	17		
10		230	7	10C1-05P4-2W230	90301010	26	17		
20		0 115 230	115		5	20C1-05P4-2W115	90302005	25	16
	29		230	5	20C1-05P4-2W230	90302010	25	16	
20X ¥2	92	115	6	20XC1-05P4-2W115	90302015	26	17		
	0X 230	6	20XC1-05P4-2W230	90302020	26	17			
	1	115	4	30C1-05P4-2W115	90303005	25	16		
50		230	4	30C1-05P4-2W230	90303010	25	16		

Note: All units have 10 foot long SJOOW leads.



# **PROPLUS**<sup>®</sup> GEAR DRIVEN SPRINKLER SETTING INSTRUCTIONS

# SPRINKLER INSTALLATION

## INSTALL AND BURY

Do not use pipe dope. Thread the sprinkler on the pipe. Bury the sprinkler flush to grade. **NOTE:** Gear driven sprinklers and pop-up sprays should not be installed on the same watering zone.

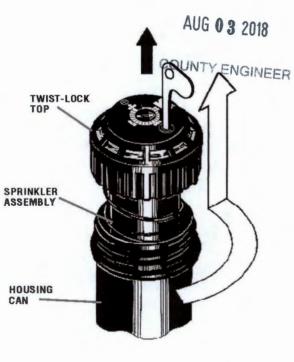
### **2** INSPECTING THE FILTER

Unscrew the top and lift the complete sprinkler assembly out of the housing can. The filter is located on the bottom of the sprinkler assembly and can easily be pulled out, cleaned and re-installed.

### **3** WINTERIZATION TIPS

When using an air compressor to remove water from the system please note the following:

- 1) Do not exceed 30 PSI.
- Always introduce air into the system gradually to avoid air pressure surges. Sudden release of compressed air into the sprinkler can cause damage.
- 3) Each zone should run no longer than 1 minute on air. Sprinklers turn 10 to 12 times faster on air than on water. Over spinning rotors on air can cause damage to the internal components.



### STANDARD NOZZLE PERFORMANCE

Nozzle	U. Pressure	.S. Radius	Flow	Pres	sure	<b>METRIC</b> Radius	FI	ow
	PSI	Ft.	GPM	KPa	Bars	Meters	LM	M3/H
#2.5	30	38'	2.5	206	2.04	11.6	9.46	.57
Factory	40	39'	2.8	275	2.72	11.9	10.60	.64
Installed	50	40'	3.2	345	3.40	12.2	12.11	.73
Nozzle	60	41'	3.6	413	4.08	12.5	13.25	.79
<i>≢0.5</i>	30	28'	0.5	206	2.0	8.5	1.89	.11
	40	29'	0.6	275	3.0	8.8	2.27	.14
	50	29'	0.7	345	3.5	8.8	2.65	.16
	60	30'	0.8	413	4.0	9.1	3.03	.18
<b>#</b> 0.75	30	29'	0.7	206	2.0	8.8	2.65	.16
	40	30'	0.8	275	3.0	9.1	3.03	.18
	50	31'	0.9	345	3.5	9.4	3.41	.20
	60	32'	1.0	413	4.0	9.8	3.79	.23
#1	30	32'	1.3	206	2.0	9.8	4.92	.14
	40	33'	1.5	275	3.0	10.1	5.68	.18
	50	34'	1.6	345	3.5	10.4	6.05	.20
	60	35'	1.8	413	4.0	10.7	6.81	.23
#2	30	37'	2.4	206	2.0	11.3	9.08	.54
	40	40'	2.5	275	3.0	12.2	9.46	.56
	50	42'	3.0	345	3.5	12.8	11.35	.68
	60	43'	3.3	413	4.0	13.1	12.49	.75
#3	30	38'	3.6	206	2.0	11.6	13.63	.75
	40	39'	4.2	275	3.0	11.9	15.89	.95
	50	41'	4.6	345	3.5	12.5	17.41	1.04
	60	42'	5.0	413	4.0	12.8	18.92	1.13
#4	30	43'	4.4	206	2.0	13.1	16.65	.99
	40	44'	5.1	275	3.0	13.4	19.30	1.15
	50	46'	5.6	345	3.5	14.0	21.19	1.27
	60	49'	5.9	413	4.0	14.9	22.33	1.33
#6	40	45'	5.9	206	3.0	13.7	22.33	1.33
	50	46'	6.0	275	3.5	14.0	22.71	1.36
	60	48'	6.3	345	4.0	14.6	23.85	1.43
	70	49'	6.7	413	5.0	14.9	25.35	1.52
#8	40	42'	8.0	206	3.0	12.8	30.28	1.81
	50	45'	8.5	275	3.5	13.7	32.12	1.92
	60	49'	9.5	345	4.0	14.8	35.95	2.15
	70	50'	10.0	413	5.0	15.3	37.85	2.27

# LOW ANGLE NOZZLE PERFORMANCE

Nozzle	U. Pressure	.S. Radius	Flow	Flow Pressure			Flow	
	PSI	Ft.	GPM	KPa	Bars	Meters	£/M	M3/H
#1	30	22'	1.2	207	2.04	6.71	4.54	.34
	40	24'	1.7	275	2.72	7.32	5.43	.39
	50	26'	1.8	344	3.40	7.92	6.80	.41
	60	28'	2.0	413	4.08	8.53	7.56	.46
#3	30	29'	3.0	207	2.04	8.84	11.34	.68
	40	32'	3.1	275	2.72	9.75	11.72	.71
	50	35'	3.5	344	3.40	10.67	13.23	.80
	60	37'	3.8	413	4.08	11.58	14.36	.87
#4	30	31'	3.4	207	2.04	9.45	12.85	.78
	40	34'	3.9	275	2.72	10.36	14.74	.89
	50	37'	4.4	344	3.40	11.28	16.63	1.00
	60	38'	4.7	413	4.08	11.58	17.77	1.07
#6	40	38'	6.5	275	2.72	11.58	24.57	1.68
	50	40'	7.3	344	3.40	12.19	27.59	1.76
	60	42'	8.0	413	4.08	12.80	30.24	1.82
	70	44'	8.6	482	4.76	13.41	32.51	1.96

Data represents test results in zero wind for ProPlus. Adjust for local conditions. Radius may be reduced with nozzle retention screw.



K-RAIN MANUFACTURING CORP. 1640 Australian Avenue Riviera Beach, FL 33404 USA PH: 1-561-844-1002 / 1-800-735-7246 FAX: 1-561-842-9493 WEB: http://www.krain.com PartNember 11005109 Revision 11 © K-RAIN Manufacturing Corp. L-58921

RECEIVED

# E-RECC AD

201706023821 05/08/2017 09:59:48 AM 1/3

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RECEIVED

## WARRANTY DEED WITH VENDOR'S LIEN

Date:

May , 2017

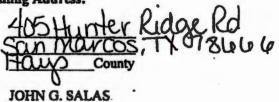
FIRST AMERICAN TITLE

AUG 03 2018

Grantor:

MICHELLE M. SLAUGHTER and NICHOLAS M. SLAUGHTER, wife and husband

**Grantor's Mailing Address:** 



Grantee:

Grantee's Mailing Address:

Consideration: Cash and a note of even date executed by Grantee and payable to the order of SECURITY SERVICE FEDERAL CREDIT UNION in the principal amount of SEVENTY TWO THOUSAND EIGHT HUNDRED AND 00/100THS DOLLARS (\$72,800.00) which represents part payment of the purchase price of the property. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of SECURITY SERVICE FEDERAL CREDIT UNION and by a first-lien deed of trust of even date from Grantee to RUTH W. GARNER, trustee.

### Property (including any improvements):

LOT 113, THE SPRINGS AT REBECCA CREEK, SECTION 3A, COMAL COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGE(S) 29, OF THE MAP AND/OR PLAT RECORDS OF COMAL COUNTY, TEXAS.

### Reservations from and 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 2017, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and

WARRANTY DEED WITH VENDOR'S LIEN PAGE 1 OF 3 NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

# WARRANTY DEED WITH VENDOR'S LIEN

Date:

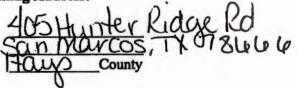
May \_\_\_\_\_, 2017

JOHN G. SALAS

FIRST AMERICAN TITLE

Grantor: MICHELLE M. SLAUGHTER and NICHOLAS M. SLAUGHTER, wife and husband

Grantor's Mailing Address:



RECEIVED

AUG 0 3 2018

COUNTY ENGINEER

Grantee:

Grantee's Mailing Address:



Consideration: Cash and a note of even date executed by Grantee and payable to the order of SECURITY SERVICE FEDERAL CREDIT UNION in the principal amount of SEVENTY TWO THOUSAND EIGHT HUNDRED AND 00/100THS DOLLARS (\$72,800.00) which represents part payment of the purchase price of the property. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of SECURITY SERVICE FEDERAL CREDIT UNION and by a first-lien deed of trust of even date from Grantee to RUTH W. GARNER, trustee.

### Property (including any improvements):

LOT 113, THE SPRINGS AT REBECCA CREEK, SECTION 3A, COMAL COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGE(S) 29, OF THE MAP AND/OR PLAT RECORDS OF COMAL COUNTY, TEXAS.

### Reservations from and 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 2017, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and

WARRANTY DEED WITH VENDOR'S LIEN PAGE 1 OF 3 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 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.

### GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES.

RECEIVED

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

SECURITY SERVICE FEDERAL CREDIT UNION, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and <sup>INEER</sup> superior vendor's lien against and superior title to the Property are retained for the benefit of SECURITY SERVICE FEDERAL CREDIT UNION and are transferred to SECURITY SERVICE FEDERAL CREDIT UNION without recourse against Grantor.

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

**GRANTOR:** / MICHELLE M. SLAUGHTER M. SLAUGHTER STATE OF TEXAS ) COUNTY OF BEXAR ) This instrument was acknowledged before me on 2017, by MICHELLE M. SLAUGHTER. AMANDA GIBSON TIDMORE Notary Public State of Texas DTARY PUBLIC STATE OF TEXAS MY COMM EXP 11 12 2015 NOTARY ID 1136033-0

WARRANTY DEED WITH VENDOR'S LIEN PAGE 2 OF 3 STATE OF TEXAS

### COUNTY OF BEXAR

This instrument was acknowledged before me on May F 2017, by NICHOLAS M. SLAUGHTER. AMANDA GIDSON TIDMORE A NOTARY PUBLIC STATE OF TEXAS

)

)

Notary Public of Texas

RECEIVED

AUG 0 3 2018

AFTER RECORDING RETURN TO: JOHN G. SALAS 10415 KOCK COVE LA ONVENSE TX 78109

MY COMM, EXP 11/12/2018 NOTARY ID 1139963-0

COUNTY ENGINEER

WARRANTY DEED WITH VENDOR'S LIEN PAGE 3 OF 3

STATE OF TEXAS

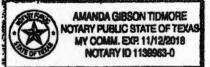
.

### COUNTY OF BEXAR

This instrument was acknowledged before me on MOU 2017, by NICHOLAS M. SLAUGHTER.

)

)



Notary Public State of Texas RECEIVED

AUG 03 2018

AFTER RECORDING RETURN TO: JOHN G. SALAS 10415 KCCK COVE LA CONVENSE TX 77109

COUNTY ENGINEER.

Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 05/08/2017 09:59:48 AM CHRISTY 3 Pages(s) 201706023821



Battie Keepp

WARRANTY DEED WITH VENDOR'S LIEN PAGE 3 OF 3

Phone: (830) 995-3189 Fax: (830) 995-4051

Printed: 7/20/2019 To: Home Owner Site: 790 Brookside Dr 790 Brookside Dr Spring Branch, TX 78070 Spring Branch, TX 78070 Customer ID: 6549 Permit #: 107920 Contract Dates: 4/25/2019 - 4/25/2021 Agency: Comal County Scheduled Date: 8/25/2019 Inspection 1 of 6 County: Comal Sub: Installed: 2/27/2019 Mfg / Brand: Advantage Wastewater LLC - Nu Water Treatment Type: Aerobic With Chlorine System S/N: 34515 Warranty End: 2/27/2021 Disposal: Surface Application GPS Coordinates - Latitude: 29.93735 Longitude: -98.37484 This counts as a type of "Scheduled Inspection" Service Type: Scheduled Inspection Entered By: Harley S. Piper Visit Date: 7/20/2019 Time In: 12:36pm Out: 2:08pm Method: Grab Technician: Harley S. Piper Maint. Provider: Burt Seidensticker Sludge Levels Aerators: Operational For Tank 1: 12" Filters: Operational For Tank 2: 0" Irrigation Pumps: Operational For Tank 3: 0" Disinfection Device: Operational Chlorine Supply: Operational CFM: 2.0 Chlorine Residual: .31 Air Filter: Good Tank Lid / Riser: Secured Electric Circuits: Operational Distribution System: Operational Color: Good Sprayfield Veg: Operational Odor: Good PSI Pressure: 2.0 Alarm: Operational ✓ Service Completed Comments - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filter - Secured system in the on position with a lock bolt - Scum in pretreatment is trace - reset timer - put control box stand back in coupling - repaired boken sprinkler line

**Owner signature:** 

Provider: Burt Seidensticker

Technician: Harley S. Piper

License #: MP0000002

Burto J. induction

License #: MT0001484

Insp ID #:79858

Expires: 1/29/2021

### Phone: (830) 995-3189 Fax: (830) 995-4051

To: Jon Salas Printed:11/15/2019 790 Brookside Dr Site: 790 Brookside Dr Spring Branch, TX 78070 Spring Branch, TX 78070 (210) 744-8998 Customer ID: 6549 Permit #: 107920 Contract Dates: 4/25/2019 - 4/25/2021 Agency: Comal County Scheduled Date: 12/25/2019 Inspection 2 of 6 County: Comal Sub: Installed: 2/27/2019 Mfg / Brand: Advantage Wastewater LLC - Nu Water Treatment Type: Aerobic With Chlorine System S/N: 34515 Warranty End: 2/27/2021 Disposal: Surface Application GPS Coordinates - Latitude: 29.93735 Longitude: -98.37484 This counts as a type of "Scheduled Inspection" Service Type: Scheduled Inspection Entered By: Jose Luis Ramos Visit Date: 11/15/2019 Time In: 3:15pm Out: 3:45pm Method: Grab Technician: Jose Luis Ramos Maint. Provider: Rudy Carson Aerators: Operational Sludge Levels For Tank 1: 12" Filters: Operational For Tank 2: 0" Irrigation Pumps: Operational For Tank 3: 0" Disinfection Device: Operational Chlorine Supply: Operational CFM: 3.0 Chlorine Residual: .78 Air Filter: Good Tank Lid / Riser: Secured Electric Circuits: Operational Distribution System: Operational Color: Good Sprayfield Veg: Operational Odor: Good PSI Pressure: 3.5 Alarm: Operational Service Completed Comments - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Scum in pretreatment is 0". Rest timer. - Cleaned compressor filter. Theres a busted line that needs attention. - Secured system in the on position with a lock bolt. Insp ID #:86304 Provider: Rudy Carson Technician: Jose Luis Ramos Expires: 9/30/2022 License #: MT00Q1770 License #: MP0002036

**Rudy Carson** 

### Phone: (830) 995-3189 Fax: (830) 995-4051

To: Jon Salas 790 Brookside Dr Spring Branch, TX 78070

Site: 790 Brookside Dr Spring Branch, TX 78070 (210) 744-8998

Installed: 2/27/2019

Warranty End: 2/27/2021

Entered By: Michael Prosise

Printed:11/19/2019

#### Customer ID: 6549 Permit #: 107920 Contract Dates: 4/25/2019 - 4/25/2021 Agency: Comal County Scheduled Date: 12/25/2019 County: Comal Sub: Mfg / Brand: Advantage Wastewater LLC - Nu Water Treatment Type: Aerobic With Chlorine System S/N: 34515 Disposal: Surface Application GPS Coordinates - Latitude: 29.93735 Longitude: -98.37484

Time In: 0535pm

### Service Type: Customer Request

Visit Date: 11/19/2019 Method: Grab

Technician: Michael Prosise Maint. Provider: Rudy Carson

Tank Lid / Riser: Secured

Out: 0605pm

Comments

✓ Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location. Repaired break at tank thant was recently repaired. Spressure tested.

Insp ID #:86564

Provider:

License #: MP0002036

Ruly Carson

Technician: Michael Prosise

License #: MT0001254

Expires: 12/31/2019

Rudy Carson

m

### Phone: (830) 995-3189 Fax: (830) 995-4051

Printed:4/16/2020 Site: 790 Brookside Dr

(040) 744 0000

Spring Branch, TX 78070

To: Jon Salas 790 Brookside Dr Spring Branch, TX 78070

	(210) 744-8998
Permit #: <b>107920</b> Agency: Comal County County: Comal Sub: Mfg / Brand: Advantage Wastewater LLC - Nu Water Treatment Type: Aerobic With Chlorine System S/N: 34515 Disposal: Surface Application	Customer ID: 6549 Contract Dates: 4/25/2019 - 4/25/2021 Scheduled Date: 4/25/2020 Inspection 3 of 6 Installed: 2/27/2019 Warranty End: 2/27/2021 GPS Coordinates - Latitude: 29.93735 Longitude: -98.37484
Service Type: Scheduled Inspection Visit Date: 4/16/2020 Time In: 2:00PM Method: Grab Technician: Jose Luis Ramos	Out: <u>2:10PM</u> This counts as a type of "Scheduled Inspection" Entered By: Jose Luis Ramos
Maint. Provider: Rudy Carson         Aerators: Operational       Sludge Levels         Filters: Operational       For Tank 1:         Irrigation Pumps: Operational       For Tank 2:         Disinfection Device: Operational       For Tank 3:	na l
Chlorine Supply: <u>Operational</u> Chlorine Residual: <u>.38</u> Air Filte	CFM: <u>2.2</u> er: <u>Good</u>
Tank Lid / Rise	er: <u>Secured</u>
Spidyliciu vey. Operational	or: <u>Good</u> or: <u>Good</u>
Alarm: <u>Operational</u> PSI Pressu Comments - Technician Secured the Tank Lid and/or Riser prior to leaving	re: <u>3.3</u> Service Completed Cocation Scum in pretreatment is NA - Due to Covid -19 We are

only Opening the pump tank recommended by TOWA. Cleaned compressor filter. Reset timer. Add more bleach soon. - Secured system in the on position with a lock bolt.

Provider: Rudy Carson License #: MP0002036 License #: MP0002036 License #: MT0001770 Rudy Carson

Phone: (830) 995-3189 Fax: (830) 995-4051

To: Jon Salas Printed:8/19/2020 790 Brookside Dr Site: 790 Brookside Dr Spring Branch, TX 78070 Spring Branch, TX 78070 (210) 744-8998 Customer ID: 6549 Permit #: 107920 Contract Dates: 4/25/2019 - 4/25/2021 Agency: Comal County Scheduled Date: 8/25/2020 Inspection 4 of 6 County: Comal Sub: Mfg / Brand: Advantage Wastewater LLC - Nu Water Installed: 2/27/2019 Treatment Type: Aerobic With Chlorine System S/N: 34515 Warranty End: 2/27/2021 **Disposal:** Surface Application GPS Coordinates - Latitude: 29.93735 Longitude: -98.37484 This counts as a type of "Scheduled Inspection" Service Type: Scheduled Inspection Entered By: Alejandro Gonzalez Visit Date: 8/19/2020 Time In: 1:50pm Out: 2:13pm Method: Grab Technician: Alejandro Gonzalez Maint. Provider: Rudy Carson Aerators: Operational Sludge Levels Filters: Operational For Tank 1: 12 Irrigation Pumps: Operational For Tank 2: 0" Disinfection Device: Operational For Tank 3: 0" Chlorine Supply: Operational CFM: 2.0 Chlorine Residual: 0.43mg/L Air Filter: Good Tank Lid / Riser: Secured Electric Circuits: Operational Distribution System: Operational Color: Good Sprayfield Veg: Operational Odor: Good PSI Pressure: 3.2 Alarm: Operational Comments Service Completed - Technician Secured the Tank Lid and/or Riser prior to leaving location. 0" of scum in pretreatment. - Cleaned compressor filter, Reset timer. - Secured system in the on position with a lock bolt. Replaced broken sprinkler for owner, how spraying. At time ovider: Rudy Carson License #: MP0002038 Insp ID #:97376 Provider: Technician: Alejandro Gonzalez License #: MT0000996 Expires:

abarto

> Phone: (830) 995-3189 Fax: (830) 995-4051

To: Jon Salas 790 Brookside Dr Spring Branch, TX 78070 Printed:12/17/2020 Site: 790 Brookside Dr Spring Branch, TX 78070 (210) 744-8998

6

					(=) / / / / / / / /
Permit #: <b>107920</b>			Customer ID:	6549	
Agency: Comal County			Contract Dates:	4/25/2019 - 4	/25/2021
County: Comal			Scheduled Date:	12/25/2020	Inspection 5 of 6
Mfg / Brand: Advantage Wastewater LLC	C - Nu Water				Installed: 2/27/2019
5	stem S/N: 34515			Wa	rranty End: 2/27/2021
Disposal: Surface Application		GPS Coo	rdinates - Latitude:	29.93735 Lon	gitude: -98.37484
Service Type: Scheduled Ins	spection		This count	ts as a type of	"Scheduled Inspection"
Visit Date: 12/17/2020	Time In: <u>1105</u>	Out: <u>1125</u>	Entered	By: Alex Seid	lensticker
Method: Grab					
Technician: Alex Seidensticker					
Maint. Provider: Rudy Carson					
	Sludge Level	<b>c</b>			
Aerators: <u>Operational</u> Filters: Operational	For Tank				
Irrigation Pumps: Operational	For Tank				
Disinfection Device: Operational	For Tank				
Chlorine Supply: Operational					CFM: 3.5
Chlorine Residual: 0.1mg/L					,
0					
	Tank Lid / Ri	ser: Secured			
Electric Circuits: Operational					
Distribution System: Operational	0	Jam Cood			
Sprayfield Veg: Operational		olor: <u>Good</u>			
	0	dor: <u>Good</u>			

Alarm: Operational

PSI Pressure: 3.5

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Scum in pretreatment is 0" checked pump and sprinklers cleanae aircompressor filter

Insp ID #:103015

Service Completed

Provider: Rudy Carson

Technician: Alex Seidensticker

License Info: MP0001961 Expires: 9/30/2021

License Info: MP0002036 Expires:

Por ana-

Rudy Carson