

COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date:	03/10/2021		Permit Number:
Location Description:	108 STARRY S NEW BRAUNE	SKY FELS, TX 78132	
	Subdivision:	Vintage Oaks at the Vineyar	d
	Unit:	23	
	Lot:	1899	
	Block:		
	Acreage:		
Type of System:	Aerobic		
	Surface Irrigation	n	
Issued to:	Roberto E. Ram	nos & Silvia Ramos	

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

Licensing Authority

Comal County Environmental Health

OS0034792

ENVIRONMENTAL HEALTH INSPECTOR

ENVIRONMENTAL HEALTH COPEDINATOR

OS0007722

110832

				nty Environmenta F Inspection Shee				FIN	IAL
	Installer Name: Paul Swoyer	•		OSSF Installer #:OS00	26238				
	1st Inspection Date: 02-12 Inspector Name: B. Ol	2-2021 vera	Inspector Name:	2nd Inspection Date: 3rd Inspection Date:03 3rd Inspector Name: Inspector Name:		3. Ol	10-2021 Olvera		
	Permit#:	32		Address: 108 Stary Sky	v / Vintage	Oaks	at th	ie Vineyar	d
<u>No</u> .	SITE AND SOIL CONDITIONS &	Anwser	Citations 285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(ii)	Notes		1st In:		2nd Insp.	3rd Insp.
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards		285.91(10) 285.30(b)(4) 285.31(d)						
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)		285.32(a)(1)						
4	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)						
56	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)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii) 285.32(b)(1)(E)(ii) 285.32(b)(1)(E)(ii)(I)						
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)						

02-12-2021 BMO: Tank Set Level No Leaks, Operational, Ready for Cover 03-10-2021 BMO: Covered

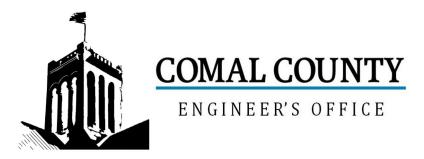
No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	SEPTIC TANK Tank(s) Clearly	Ì	285.32(b)(1)(E)		-	· · ·	-
	Marked SEPTIC TANK If		285.91(2)				
	SingleTank, 2		285.32(b)(1)(F)				
	Compartments Provided with		285.32(b)(1)(E)(iii)				
	Baffle SEPTIC TANK Inlet Flowline		285.32(b)(1)(E)(ii)(II)				
	Greater than		285.32(b)(1)(E)(ii)(I)				
	3" and " T " Provided on Inlet and		285.32(b)(1)(E)(i)				
	Outlet		285.32(b)(1)(D)				
	SEPTIC TANK Septic Tank(s) Meet		285.32(b)(1)(C)(ii)				
	Minimum Requirements		285.32(b)(1)(C)(i)				
			285.32(b)(1)(B)				
			285.32(b)(1)(A)				
			285.32(b)(1)(E)(iv)				
8							
	ALL TANKS Installed on 4" Sand	~					
	Cushion/ Proper Backfill Used	\mathcal{X}	285.32(b)(1)(F)		02:12:21		
		220	285.32(b)(1)(G)		2.74		
9		02-72-21	285.34(b)		01		
<u> </u>	SEPTIC TANK Inspection / Clean						
	Out Port & Risers Provided on						
	Tanks Buried Greater than 12"		285.38(d)				
	Sealed and Capped		200.00(0)				
10							
-0	SEPTIC TANK Secondary restraint						
	system provided						
	SEPTIC TANK Riser permanently						
	fastened to lid or cast into tank						
	SEPTIC TANK Riser cap protected		285.38(d)				
	against unauthorized intrusions		285.38(e)				
11			203.50(0)				
	SEPTIC TANK Tank Volume						
	Installed						
12	PUMP TANK Volume Installed						
13							
	AEROBIC TREATMENT UNIT Size						
	Installed			M-800			
14				101-000			
14	AEROBIC TREATMENT UNIT						
	Manufacturer						
	AEROBIC TREATMENT UNIT			Maxx Air			
	Model						
15	Number						
	DISPOSAL SYSTEM Absorptive		205.55(d)(4)		-		
			285.33(a)(1)			1	
			285.33(a)(2)			1	
16			285.33(a)(3)				
	DISPOSAL SYSTEM Leaching		285.33(a)(1)				
	Chamber		285.33(a)(3)				
			285.33(a)(4)				
17			285.33(a)(2)				
	DISPOSAL SYSTEM Evapo-		285.33(a)(5) 285.33(a)(4)				
	transpirative		285.33(a)(4)				
			285.33(a)(1) 285.33(a)(2)				
18			200.00(0)(2)				

No. Description Anwser Ctations Notes 1st Insp. Zad Insp. DISPOSAL SYSTEM Drip Irrigation 285.33(c)[/3](A)-(F) 285.33(c)]	3rd Insp.
Instruction Instruction <thinstruction< th=""> <thinstruction< th=""></thinstruction<></thinstruction<>	
DISPOSAL SYSTEM Soil 285.33(d)(4) 20 DISPOSAL SYSTEM Pumped Effluent 285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 21 285.33(a)(2) 285.33(a)(2) 285.33(a)(3) 285.33(a)(2) 21 285.33(a)(2) 285.33(a)(2) 285.33(a)(3) 285.33(a)(1) 22 285.33(a)(2) 285.33(a)(2) 23 0 285.33(a)(2) 23 0 285.33(a)(4) 24 285.33(a)(4) 285.33(a)(4) 24 285.33(a)(4) 285.33(a)(4) 25 0 285.33(a)(4) 26 285.33(a)(4) 285.33(a)(4) 24 285.33(a)(4) 285.33(a)(4) 25 0 FAINFIELD Absorptive Drainline 3" PVC 25 or 4" PVC 285.33(b)(1)(A)(V) 26 0 FAINFIELD Absorptive Drainline 3" PVC 25 feet and within 3 inches over entire excavation 285.33(b)(1)(A)(V)	
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DRAINFIELD Absorptive Drainline BRAINFIELD Absorptive Drainline Image: Constraint of the second	
3" PVC or 4" PVC Image: Second secon	
25 or 4" PVC Image: Constraint of the second secon	
DRAINFIELD Area Installed Image: Constraint of the state of the st	
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over entire excavation 285.33(b)(1)(A)(v) 27	
27	
DRAINFIELD Excavation Depth	
DRAINFIELD Excavation	
Separation DRAINFIELD Depth of	
Porous Media	
DRAINFIELD Type of Porous Media	
28	
DRAINFIELD Pipe and Gravel - 285.33(b)(1)(E)	
29 Geotextile rabit in Place	
DRAINFIELD Leaching Chambers	
DRAINFIELD Chambers - Open End	
Plates w/Splash Plate, Inspection	
Port & Closed End Plates in Place 285.33(c)(2)	
(per manufacturers spec.)	
30	
LOW PRESSURE DISPOSAL	
SYSTEM Adequate Trench Length	
& Width, and Adequate 285.33(d)(1)(C)(i)	
Separation Distance between	
Trenches	

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		285.33(b)(3)(A)					
	Linear ft. for 2 bedrooms or Less		285.33(b)(3)(A)					
	& an additional 400 ft. for each additional bedroom)		285.33(b)(3)(B)					
	EFFLUENT DISPOSAL SYSTEM Lateral		285.91(13)					
	Depth of 18 inches to 3 ft. & Vertical		285.33(b)(3)(D)					
	Separation of 1ft on bottom and 2 ft. to		285.33(b)(3)(F)					
	restrictive horizon and ground water							
	respectfully EFFLUENT DISPOSAL SYSTEM Lateral							
	Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes							
	(3/16 - 1/4" dia. Hole Size) 5 ft. Apart							
32								
1	AEROBIC TREATMENT UNIT IS	2				2		
	Aerobic Unit Installed According to Approved Guidelines.	24	285.32(c)(1)			J.		
33	to Approved Guidelines.	02-12-21			Si			
_	AEROBIC TREATMENT UNIT							
	Inspection/Clean Out Port &							
	Risers Provided							
	AEROBIC TREATMENT UNIT							
	Secondary restraint system							
	provided AEROBIC TREATMENT							
	UNIT Riser permanently fastened							
	to lid or cast into tank AEROBIC TREATMENT UNIT Riser							
	cap protected against							
~	unauthorized intrusions							
34	AEROBIC TREATMENT UNIT							
	Chlorinator Properly Installed with							
35	Chlorine Tablets in Place.							
	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							
36	Separate Circuit From Pump							
	PUMP TANK Inspection/Clean Out							
	Port & Risers Provided							
	PUMP TANK Secondary restraint							
	system provided							
	PUMP TANK Riser permanently							
	fastened to lid or cast into tank							
	PUMP TANK Riser cap protected against unauthorized intrusions							
	against unauthorized intrusions							
37	PUMP TANK Secondary restraint							
38	system provided							
F	PUMP TANK Electrical							
	Connections in Approved Junction							
39	Boxes / Wiring Buried							



No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	02:12:21	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)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)		02:12:21		
41	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)				03-10-21
42	APPLICATION AREA Area Installed						
42	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



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

Permit Number:	110832
Issued This Date:	07/07/2020
This permit is hereby given to:	Roberto E. Ramos & Silvia Ramos

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

108 STARRY SKY NEW BRAUNFELS, TX 78132

Subdivision:Vintage Oaks at the VineyardUnit:23Lot:1899Block: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.

REVISED	COMAL COUNTY OFFICE OF APPLICATION FOR PERMIT FOR A	UTHORIZATION TO C	ONSTRUCT AN
Date 4 29	ON-SITE SEWAGE FACILITY	Y AND LICENSE TO OF	Permit # 110832
Owner Name	ROBERTO E. RAMOS & SILVIA RAMOS	Agent Name	GREG W. JOHNSON, P.E.
Mailing Address	c/o 23011 FM 306	Agent Address	170 Hollow Oak
City, State, Zip	Canyon Lake, TX 78133	City, State, Zip	New Braunfels, TX 78132
Phone #	830-935-4936	Phone #	830-905-2778
Email	katelyn@paulswoyerseptics.com	Email	gregjohnsonpe@yahoo.com
All correspon	dence should be sent to:	gent 🕅 Both	Method: 🗌 Mail 🔯 Email
Subdivision Name	VINTAGE OAKS AT THE VINEYARD	Unit 23	Lot 1899 Block
Acreage/Legal		and a second	
Street Name/Addres	ss 108 STARRY SKY	City NEW	BRAUNFELS Zip 78132
Type of Developme	ent:		
Single Family	Residential		
Type of Constru	iction (House, Mobile, RV, Etc.) H(JUSE	
Number of Bedr			
Indicate Sq. Ft o			
Non-Single Fa	amily Residential		
(Planning materials	s must show adequate land area for doubling the	required land needed fo	r treatment units and disposal area)
Type of Facility		No-righting	
Offices, Factorie	es, Churches, Schools, Parks, Etc Indicate	Number Of Occupan	
Restaurants, Lo	ounges, Theaters - Indicate Number of Seats	3	
Hotel, Motel, Ho	ospital, Nursing Home - Indicate Number of I	Beds	
Travel Trailer/R	V Parks - Indicate Number of Spaces		
Miscellaneous			
Estimated Cost of	Construction: \$ 821,000 (Struc	ture Only)	
Is any portion of th	ne proposed OSSF located in the United Sta	ites Army Corps of En	gineers (USACE) flowage easement?
	(If yes, owner must provide approval from USACE for		
1	Public Private Well		-
Are Water Saving D	evices Being Utilized Within the Residence?	X Yes 🗌 No	
facts. I certify that I a	tion, I certify that: cation and all additional information submitted do am the property owner or I possess the appropria	es not contain any false te land rights necessary	information and does not conceal any material to make the permitted improvements on said
property. - Authorization is here	by given to the permitting authority and designate	ed agents to enter upon	the above described property for the purpose of
	nd inspection of private sewage facilities ermit of authorization to construct will not be issu	ed until the Floodplain A	dministrator has performed the reviews required
by the Comal County	y Flood Damage Prevention Order.		
- rammanely conser	nt to the online posting/public release of my e-ma	in audress associated Wil	in uns permit application, as applicable.
round	o ramoo	4/29/20	20
Signature of Owne	er	Date /	Page 1 of 2

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

Fage 1012

REVISED VINTAGE OAKS AT THE VINEYARD, UNIT 23, LOT 18
* * * COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH * *
12:05 pm, Jun 16, 2020 PPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE
Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.
System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION
Size of Septic System Required Based on Planning Materials & Soil Evaluation
Tank Size(s) (Gallons) MAXX AIR M600 Absorption/Application Area (Sq Ft)
Gallons Per Day (As Per TCEQ Table III)
Is the property located over the Edwards Recharge Zone? 🛛 Yes 🗌 No
(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))
s there an existing TCEQ approved WPAP for the property? 🔀 Yes 🗌 No
if yes, the R. S. or P. E. shall certify that the OSSF design complies with all provisions of the existing WPAP.)
f there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP?
(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.)
s the property located over the Edwards Contributing Zone? 🗌 Yes 🛛 No
s there an existing TCEQ approval CZP for the property? 🗌 Yes 🛛 🔀 No
if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)
If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? Yes 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 No
If yes, indicate the city:
FIRM #2585
By signing this application, I certify that:
 The information provided above is true and correct to the best of my knowledge. I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable

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Sig	nature	01	Desi	gner

April 22, 2020

Page 2 of 2 Revised July 2018

19

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

Date

RECEIVED

MAY 22 2020

SURVEY

AFFIDAVIT

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 County, Texas.

1

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 Texan 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.

П

			30 Texas Administrative Code (insert legal description):	COUNTY	ENGINEER
23 UNITIPHASEASECTION	BLOCK	1899 LOT	VINTAGE OAKS AT THE VINEYARD	SUBDIVISION	LINGINEER

IF NOT IN SUBDIVISION: ACREACE

The property is owned by (Insert owner's full name): ROBERTO E. RAMOS & SILVIA RAMOS

This OSSP 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 Countl County Engineer's Office.

Agri 293 DAY OF 2020 **ROBERTO E. RAMOS SILVIA RAMOS** Owner(s) signature(s) Owner (s) Printed name (s) TO & SILVIA RAMOS SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 20" DAY OF

20.20

Public Signature

es 12-18-2023

bry ID 742647-2

lary Jean Connin

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 05/21/2020 10:02:10 AM LAURA 1 Pages(s) 202006018716

Babbie Keepp



Greg W. Johnson, P.E. 170 Hollow Oak New Braunfels, Texas 78132 830/905-2778

April 22, 2020

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

RE-SEPTIC DESIGN 108 STARRY SKY VINTAGE OAKS AT THE VINEYARD, UNIT 2**3**, LOT 1899 NEW BRAUNFELS, TX 78132 RAMOS RESIDENCE

Ms. Brenda Ritzen/Sandra Hernandez,

The referenced property is located within the Edwards Aquifer Recharge Zone. This OSSF design will comply with requirements in the WPAP.

Temporary erosion and sedimentation controls should be utilized as necessary prior to construction. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, activities must be suspended immediately and the applicant or his agent must immediately notify the TCEQ Regional Office. After that operations can only proceed after the Executive Director approves required additional engineered impact plans.

Designed in accordance with Chapter 285, Subchapter D, §285.40,285.41, & 285.42, Texas Commission on Environmental Quality (Effective December 29, 2016).

04/22/2020

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





Greg W. Johnson, P.E. 170 Hollow Oak New Braunfels, Texas 78132 830/905-2778

June 16, 2020

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

RE- Septic Design #110832
 108 STARRY SKY
 VINTAGE OAKS AT THE VINEYARD, UNIT 23, LOT 1899
 NEW BRAUNFELS, TX 78132
 RAMOS RESIDENCE

Ms. Ritzen/Hernandez,

Due to the lack of available application area it is necessary to have the setback from the property line to the spray at ten feet as required by TCEQ Chapter 285 rules Table X. I hereby request a variance to the twenty foot setback to property lines as required by Comal County Order and equivalent protection will be maintained by including a battery backup to the timer clock to assure sprayers to only spray during the predawn hours. In my professional opinion this variance will not pose a threat to the environment or public health.

If I can be of further assistance please contact me.

Respectfully yours,

Greg W. Johnson, P.E., F#2585

June 16, 2020

Date





PAUL SWOYER SEPTIC SUPPLY & SERVICE 23011 FM 306 CANYON LAKE, TX 78133

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

E DAMOO & OH VIA DAMOO

PROPERTY LEGAL DESCRIPTION:	Site Address: 108 STARRY SKY	RAMOS
FROFERITI LEGAL DESCRIPTION:	Site Address: 100 START SKT	
VINTAGE OAKS AT THE VINEYARD 23, LOT 1899	City/State: NEW BRAUNFELS, TX	Zip: 78132
	County: COMAL Permit#:	
	Phone Number:	
	E-mail:	

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between
ROBERTO E. RAMOS & SILVIA RAMOS
(hereinafter referred to as "Client") and PS Supply & Service LLC.
(hereinafter referred to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein (the "Services", IVED and the client agrees to fulfill his/her/their responsibilities under this agreement herein.

II. Effective Dates: This agreement commences on the date of License to Operate is issued for Three (3) years.

Date of License to Operate: LTO Last Date of Service: 3 yrs from LTO

III. Services by Contractor: Contractor will provide the following Services:

- Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with the code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located (the "County") and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
- Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
- Notify Client and repair any components of the OSSF that are found to be in need of repair during the inspection. If warranty, you just do it. If not, Client will be responsible. Repairs will be made so brought up to compliance and bill forward.
- 4. Visit site in response to Client's request for unscheduled service within two business days from the date of Contractor's actual receipt of Client's request. Unscheduled service visits are not included in the fee agreement herein and will be billed to the client in addition to fees under this Agreement.
- Provide notification of arrival to site to the Client or to site personnel. Additionally, Contractor will leave written notification of the visit at the site or with site personnel upon completion of inspection, and forward such notice to the appropriate regulatory authority within fourteen (14) days.

Client

Contractor:

MAY 22 2020

COUNTY ENGINEER

V. Client's Responsibilities: Client is responsible for each and all of the following:

- To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped.
- To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped.
 To provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor ready access to all parts of the OSSF.
- 3. To maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for onsite sewage facilities from the State and local regulatory agency.
- To maintain the OSSF in accordance with manufacturer's recommendations. 4.
- To immediately notify Contractor and Agency of any and all problems with, the OSSF, including failure thereof.
- To immediately notify Contractor and Agency of any and all problems with, the Cost, the contact of any written notification of required services from Contractor, to contact Contractor and authorize the required
 Upon receipt of any written notification of required services from Contractor, to contact Contractor and authorize the required services from Contractor. Client is responsible for ensuring the substitute service. If Client elects a different contractor to perform the required service, Client is responsible for ensuring the substitute contractor holds the proper license (Installer II) and is certified by the manufacturer. Additionally, Client shall be responsible for ensuring proper notification is given to the appropriate regulatory authority, as required by the State and/or local regulatory authority rules.
- To provide Contractor with water usage records, upon request, for evaluation by Contractor of the OSSF performance.
 To pay required sampling charges for samples collected for testing (e.g. Biological Oxygen Demand/Total Suspended Solids ("BOD/JSS") that may be required on the OSSF ("BOD/TSS") that may be required on the OSSF. MAY 22 2020
- 9. To prevent backwash from water treatment or water conditioning equipment to enter the OSSF.
- 10. To provide, at Client's expense, for pumping of tanks as needed.
- 11. To maintain site drainage sufficient to prevent adverse effects on the OSSF.
- 12. To promptly and fully pay Contractor's bills, fees, or invoices as described herein.
- COUNT MILLER VI. Access by Contractor: Client agrees to allow Contractor, or personnel authorized by the Contractor, to enter the property at reasonable times without prior notice for the purpose of performing the Services described herein. Such entry shall include access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by the manufacturer, and/or regulatory authority rules. If such manways or risers are not in place, Client shall allow and be responsible for payment of required excavation, including labor and materials, necessary to allow access to the OSSF or any required components. Such excavation shall be billed at the rate of \$75.00 per hour for labor, plus materials billed at list price. Contractor shall make only those efforts reasonable under the circumstances to replace excavated soil.
- VII. Application or Transfer of Payment: The fees paid for this agreement may transfer to any subsequent owner(s) of the property on which the OSSF is located. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the abovedescribed Services, and accepting Client's responsibilities. The replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to termination of the agreement by Contractor
- VIII. Termination of Agreement: This agreement may be terminated by either party with 30 days written notice. If this agreement is so terminated by Client, Contractor shall be paid at the rate of \$75.00 per hour for any worked performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be due within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.
- IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.
- X. Severability and Reformation; If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck from this Agreement and the remaining provisions shall continue to be valid and enforceable.
- XI. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) Contractor receiving a fully executed original copy of this agreement. (2) Contractor receiving payment in full of the fee(s) described herein. If the above conditions are not met, then Contractor is from any obligation to perform any portion of this agreement.
- XII. Modification. This Agreement may not be changed or modified except by an instrument in writing, signed by both Contractor and Client.
- XIII. Waiver. Except as otherwise noted in this Agreement, the waiver by other party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.

Client:

Contractor: 125

- XIV. Headings. The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.
- XV. GOVERNING LAW AND CHOICE OF VENUE. EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND TO THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION, OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING RELATING TO ANCILLARY MEASURES IN AID OF ARBITRATION, PROVISIONAL REMEDIES AND INTERIM RELIEF, OR ANY PROCEEDING TO ENFORCE ANY ARBITRAT DECISION OR AWARD. EACH PARTY HERETO EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION, OR OTHER PROCEEDING IN OR BEFORE ANY COURT OR TRIBUNAL OTHER THAN COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO PROSECUTE OR DEFEND ANY DISPUTE OTHER THAN AS SET FORTH IN THIS ARTICLE XVI OR TO CHALLENGE OR SET ASIDE ANY DECISION, AWARD, OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS.
- XVI. JURY TRIAL WAIVER. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THEIR RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT. THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY ALL PARTIES TO THIS AGREEMENT. IN THE EVENT OF LITIGATION. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

MP#0001708 CHRISTOPHER RYAN SEIDENSTICKER Approved by Contractor: Approved by Client

- XVII. Reservation of Rights. Contractor reserves all rights not specifically granted herein.
- XVIII. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
- XIX. Counsel. Contractor has previously recommended that Client engage counsel to assist him/her/it in reviewing this Agreement and all other matters relating to it. Contractor and Client shall each bear his/her/its own costs and expenses in connection with the negotiation and documentation of this Agreement.
- XX. Entire Agreement: This agreement contains the entire agreement of the parties, and there are no promises or conditions in any other agreement, oral or written. The Parties expressly disclaim reliance on any prior statements, oral or written, by either party not expressly provided for herein.

Client: RT

Contractor:

ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: April 21, 2020

Site Location:

VINTAGE OAKS at the VINEYARD, UNIT 23, LOT 1899

N/A Proposed Excavation Depth:

Requirements:

RECEIVED MAY 22 2020

nents: At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area OUNTY ENGINEER 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.

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
4''	IV	CLAY	N/A	NONE OBSERVED	LIMESTONE @ 4"	DRK. BROWN

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
2	SAME		AS		ABOVE	
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

4/21/2020

OSSF SOIL EVALUATION REPORT INFORMATION

Date: April 22, 2020

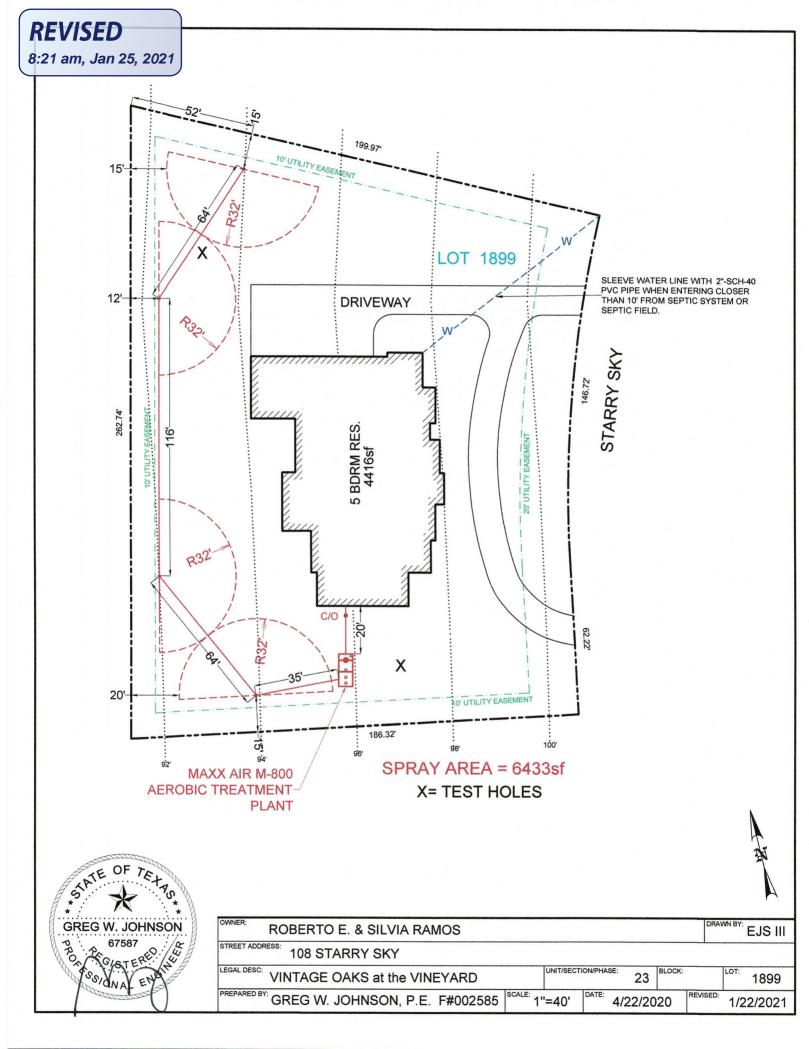
Applicant Information:

	Site Evaluator Information:
Name: ROBERTO E. & SILVIA RAMOS	Name: Greg W. Johnson, P.E., R.S., S.E. 11561
Address: c/o 23011 F.M. 306	Address: 170 Hollow Oak
City: CANYON LAKE State: TEXAS	City: New Braunfels State: Texas
Zip Code:78133 Phone:(830) 935-4936	Zip Code: <u>78132</u> Phone & Fax (830)905-2778
Property Location:	Installer Information:
Lot 1899 Unit 23 Blk Subd. VINTAGE OAKS at the VIN	reyard Name:
Street Address: 108 STARRY SKY City: NEW BRAUNFELS Zip Code: 781	
Additional Info.:	
	Zip Code: Phone
Topography: Slope within proposed disposal area: Presence of 100 yr. Flood Zone: Existing or proposed water well in nearby area. Presence of adjacent ponds, streams, water impoundments Presence of upper water shed Organized sewage service available to lot	<u>5</u> % YESNO_X YESNO_X
Design Calculations for Aerobic Treatment with S Commercial	
Q = GPD	
<u>Residential</u> Water conserving fixtures to be utilized?	
Number of Bedrooms the septic system is sized for: _	
Q gal/day = (Bedrooms + 1) * 75 GPD - (20% reduction)	on for water conserving fixtures)
Q = (5 +1)*75-(20%) = 360	
Trash Tank Size 431 Gal.	
TCEQ Approved Aerobic Plant Size 800	_ G.P.D.
Req'd Application Area = $Q/Ri = 360$ /	0.064 = 5625 sq. ft.
Application Area Utilized = <u>6433</u> sq. ft.	
Pump Requirement <u>12</u> Gpm @ <u>41</u> Psi (H	Rediacket 0.5 HP 18 G.P.M. series or equivalent)
Dosing Cycle:ON DEMAND orX	
Pump Tank Size = 854 Gal. 16.1	
Reserve Requirement = 120 Gal. 1/3 day flo	
Alarms: Audible & Visual High Water Alarm & Visu	al Air Pump manunction
With Chlorinator NSF/TCEQ APPROVED	
SCH-40 or SDR-26 3" or 4" sewer line to tank	
Two way cleanout	
Pop-up rotary sprinkler heads w/ purple non-potable lids	
1" Sch-40 PVC discharge manifold APPLICATION AREA SHOULD BE SEEDED AND	MAINTAINED WITH VECETATION
APPLICATION AREA SHOULD BE SEEDED AND	MAINTAINED WITH VEGETATION.
I HAVE PERFORMED A THOROUGH INVESTIGATIO AND SITE EVALUATOR IN ACCORDANCE WITH C (REGARDING RECHARGE FEATURES), TEXAS (EFFECTIVE DECEMBER 29, 2016)	

GREG W. JOHNSON, P.E. F#002585 - S.E. 11561

GREG W. JOHNSON DATE

FIRM #2585



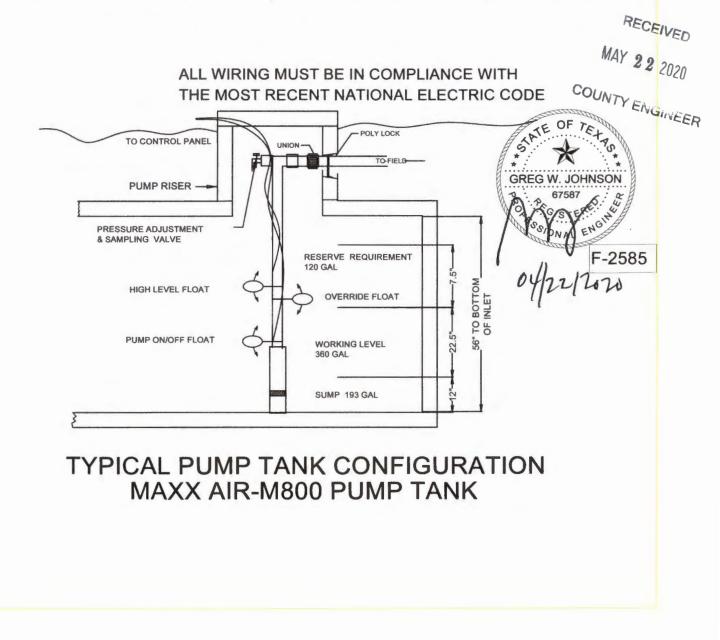


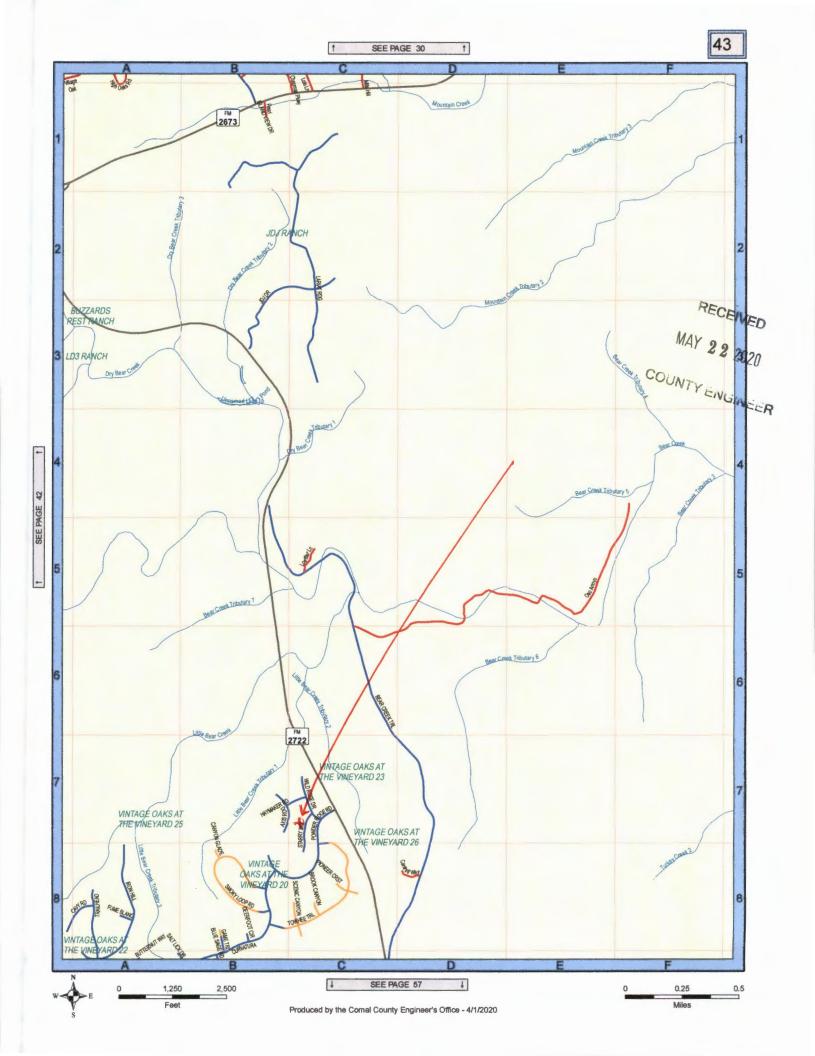
Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

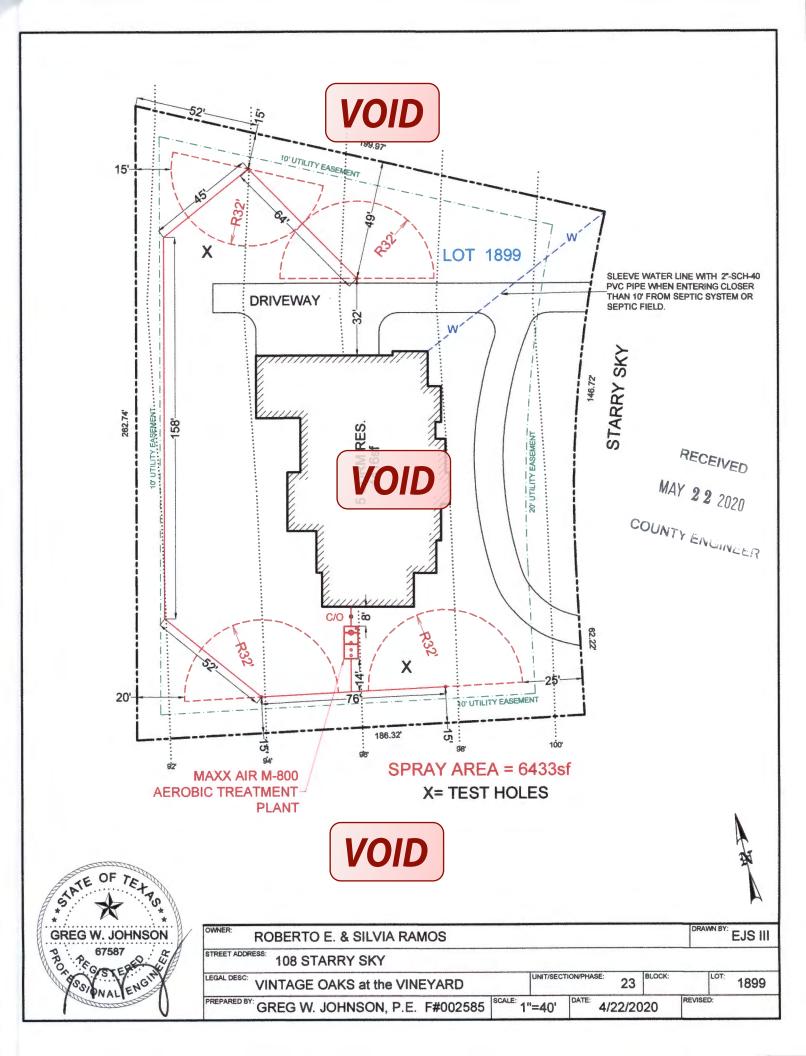
Tightlines to the tank shall be SCH-40 PVC.

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







Hernandez, Sandra

From:	Hernandez, Sandra
Sent:	Thursday, May 28, 2020 8:11 AM
То:	'Greg Johnson'
Subject:	110832 deficiency comments

RE: Vintage Oaks at the Vineyard, Unit 23, Lot 1899

Greg,

We received planning materials for the referenced permit application on May 22, 2020 and found those planning materials to be deficient. In order to continue processing this permit, we need the following:



N Revise the unit number on the WPAP certification.

It appears that there is a discrepancy on the square footage of the house within your planning materials. 3 Comal County rules require a 20 foot minimum separation distance from the edge of spray areas to property lines.

4. Revise accordingly and resubmit.

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

Thank you,

Sandra Ann Hernandez Environmental Health Asst. Comal County Engineer's Office cceo.org 830-608-2090 (Ext. 3156)

VINTAGE OAKS AT THE VINEYARD, UNIT 24, LOT 1899

***(COMAL COUNTY OFFICE O	F ENVIRONMENTAL HEALTH * * *	k
	APPLICATION FOR PERMITEORA	UTHOR ATION TO CONSTRUCT AN CENSE TO OPERATE	
Planning Materials & Site	Evaluation as Required Completed	By GREG W. JOHNSON, P.E.	*
System Description	PROPRIETARY; AEROE	BIC TREATMENT AND SURFACE IRRIGATI	ON
Size of Septic System Rec	uired Based on Planning Materials	& Soil Evaluation	
Tank Size(s) (Gallons)	MAXX AIR M600 At	bsorption/Application Area (Sq Ft)	33
Gallons Per Day (As Per	TCEQ Table III) 360		
	5000 gallons per day are required to ob	btain a permit through TCEQ)	RECEIVED
is the property located over	er the Edwards Recharge Zone? 🛛	Yes 🗍 No	MAY 22 2020
(If yes, the planning materials	s must be completed by a Registered Sa	anitarian (R.S.) or Professional Engineer (P.E.))	
Is there an existing TCEQ	approved WPAP for the property		COUNTY ENGINEE
	certify that the OSSF design complies	with all provisions of the existing WPAP.)	
If there is no existing WPA	P, does the proposed development	t activity require a TCEQ approved WPAP? [Yes No
		ly with all provisions of the proposed WPAP. A Per been approved by the appropriate regional office.)	
is the property located ove	er the Edwards Contributing Zone?	Yes 🛛 No	
Is there an existing TCEQ	approval CZP for the property?	Yes 🔀 No	
(if yes, the P.E. or R.S. shall	certify that the OSSF design complies w	with all provisions of the existing CZP)	
(if yes, the P.E. or R.S. shall of	certify that the OSSF design will comply	activity require a TCEQ approved CZP? Y with all provisions of the proposed CZP. A Permit to proved by the appropriate regional office.)	
Is this property within	an incorporated city? 🔲 Yes	No OF TO	
If yes, indicate the city	:	GREG W. JOHNSON	
Ry signing this application. Lo	VOID	FIRM	#2585
	ove is true and correct to the best of my	ail address associated with this permit application, as	applicable
Signature of Designer		April 22, 2020 Date	Page 2 of 2
	95 David Jonas Dr., New Braunfels, Texas	78132-3760 (830) 608-2090 Fax (830) 608-2078	Revised July 2018

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

* * * COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH * * * APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON STTE SEWACE FACILITY AND LICENSE TO OPERATE

Date			Permit # 110 832-
Lidio	VO		FORTH #
Owner Name	ROBERTO E. RAMOS & SILVIA RAMOS	Agent Name	GREG W. JOHNSON, P.E.
Mailing Address	c/o 23011 FM 306	Agent Address	170 Hollow Oak
City, State, Zip	Canyon Lake, TX 78133	City, State, Zip	New Braunfels, TX 78132
Phone #	830-935-4936	Phone #	830-905-2778
Email	katelyn@paulswoyerseptics.com	Email	gregjohnsonpe@yahoo.com
All correspo	ondence should be sent to: Owner A	gent 🔀 Both	Method: 🔲 Mail 🔀 Email
Subdivision Name	VINTAGE OAKS AT THE VINEYARD	Unit 23	Lot 1899 Block
Acreage/Legal			
Street Name/Addr	108 STARRY SKY	City NEW	BRAUNFELS Zip 78132
Type of Developm	nent:		BECC
Single Famil	ly Residential		RECEIVED
Type of Const	truction (House, Mobile, RV, Etc.) HO	DUSE	MAY 22 2020
Number of Be	drooms <u>5</u> t of Living Area 4616		COUNTY ENGINEER
indicate eq.1 t			ENGINEER
Non-Single	Family Residential		
(Planning materia	als must show adequate land area for doubling the	required land needed fo	r treatment units and disposal area)
Type of Facili	ty		
Offices, Facto	ries, Churches, Schools, Parks, Etc Indicate	Number Of Occupan	
Restaurants,	Lounges, Theaters - Indicate Number of Seats		
Hotel, Motel, I	Hospital, Nursing Home - Indicate Number of E		
Travel Trailer/	RV Parks - Indicate Number of Spaces		
Miscellaneous	3		
Estimated Cost	of Construction: \$ 821,000 (Struc	ture Only)	
Is any portion of	the proposed OSSF located in the United Sta	tes Army Corps of En	gineers (USACE) flowage easement?
Yes X N	(If yes, owner must provide approval from USACE for	or proposed OSSF improve	ments within the USACE flowage easement)
Source of Water	Public 🔲 Private Well		
Are Water Saving	Devices Being Utilized Within the Residence?	X Yes No	
facts. I certify that property. - Authorization is her site/soil evaluation - I understand that a	Plication and all additional information submitted dou I am the property owner or I possess the appropriat reby given to the permitting authority and and inspection of private sewage facilities permit of authorization to construct will not be issued	te land rights necessary	
	nty Flood Damage Prevention Order. ent to the online posting/public release of my e-mai	l address associated wit	th this permit application, as applicable.
Robin	to Ramos	4/29/20	20
Signature of Ow	ner	Date /	Page 1 of 2



April 22, 2020

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

RE-SEPTIC DESIGN 108 STARRY SKY VINTAGE OAKS AT THE VINEYARD, UNIT 24, LOT 1899 NEW BRAUNFELS, TX 78132 RAMOS RESIDENCE

RECEIVED MAY 22 2020 COUNTY ENGINEER

Ms. Brenda Ritzen/Sandra Hernandez,

The referenced property is located within the Edwards Aquifer Recharge Zone. This OSSF design will comply with requirements in the WPAP.

VOID

Temporary erosion and sedimentation controls should be utilized as necessary prior to construction. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, activities must be suspended immediately and the applicant or his agent must immediately notify the TCEQ Regional Office. After that operations can only proceed after the Executive Director approves required additional engineered impact plans.

Designed in accordance with Chapter 285, Subchapter D, §285.40,285.41, & 285.42, Texas Commission on Environmental Quality (Effective December 29, 2016).

04/22/2020

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



FILED BY PRESIDIO TITLE 2-19027BD

> 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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS § §

COUNTY OF COMAL

GRANTOR: SOUTHSTAR AT VINTAGE OAKS, LLC 1114 Lost Creek Blvd., Suite 270 Austin, Texas 78746

GRANTEE: ROBERTO E. RAMOS and SILVIA RAMOS. 1010 Parter Pond San Antonio, Texas 78260

§

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it in hand paid by Grantee. the receipt of which is hereby acknowledged and confessed has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto the said Grantees, the following described property, to-wit:

Lot 1899, VINTAGE OAKS AT THE VINEYARD, UNIT 23, Comal County, Texas, according to plat thereof recorded in Document #201906007202, Map and Plat Records of Comal County, Texas (the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging to Grantor, unto Grantee, its heirs and assigns forever; and Grantor does hereby bind itself, its heirs, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor, but not otherwise.

IT IS expressly UNDERSTOOD, ACKNOWLEDGED and AGREED that Grantor hereby RESERVES and EXCEPTS from this conveyance all oil, gas and other minerals of any type or form including all rights to ingress and egress as well as other rights appurtenant to the minerals and the mineral estate owned by Grantor, and does not transfer the minerals and the appurtenant rights thereto to Grantee.

THIS CONVEYANCE IS MADE AND ACCEPTED by Grantee SUBJECT TO (i) taxes for the current year, which have been prorated as of the date of closing, the payment of which Grantee assumes; (ii) all subsequent tax assessments for the current year the payment of which Grantee assumes; (iii) the Declaration of Conditions, Covenants and Restrictions for Vintage Oaks at the Vineyard filed in the Official Real Property Records, Comal County, Texas, all other restrictions, covenants, conditions, easements, reservations, leases, mineral severances, and other instruments that affect the Property and as may or may not be shown in the public records of Comal County, Texas; (iv) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities that affect the Property and (v) the items listed below as Permitted Exceptions:

Subject to the Declaration of Conditions, Covenants and 1. Restrictions for Vintage Oaks at the Vineyard, recorded at Clerk's Document #200706000771 (Master), annexed by Document #201906007292, amended or supplemented by Document #201106044284 (First Amendment), Document #201206032310 (Affidavit), Document #201406032083 (Second Amendment); Document #201406037322 (Working Capital Assessment), Document #201606000890 (Third Amendment), Document #201706014965 (Revised Fourth Amendment), Amendment), #201706028668 (Fourth Document Document #201706050096 (Assessment Policy), Document #201706050099 (Fireworks Policy); Document #201706050125 (Amended Working Capital), Document #201806013767 (Correction of Fourth to Fifth) and the Assignment of Declarant Rights filed at Document #201206016339, Official Real Property Records, Comal County, Texas.

2. Subject to those items, restrictions, building setback lines, easements and Notes shown on the plat recorded in Document #201906007202, Official Map and Plat Records of Comal County, Texas as well as those setbacks included/described in the Declaration of Conditions, Covenants and Restrictions for Vintage Oaks at the Vineyard and contained in the Architectural and Site Guidelines for Vintage Oaks recorded at Document #201606020343 and those guidelines for The Grove recorded at Document #201706008119; and as amended in Document #201606034595, and supplemented by Document #201706050104, all in the Official Public Records, Comal County, Texas:

- a. Subject to a building setback line from the front and rear property lines.
- Subject to a 10-foot side property line building setback except on corner lots wherein the street-side corner shall have a 25-foot setback;
- c. Subject to a 10-foot wide Public Utility and Drainage easement adjacent to all non-street lot lines.
- d. Subject to Public Utility Easement, 20 feet from the front property line and 10 feet from the side and rear property lines.

3. Channel Easement to the State of Texas recorded in Volume 143, Page 204, Official Public Records of Comal County, Texas.

4. Edwards Aquifer Protection Plan recorded in Document #200806028296, Official Public Records of Comal County, Texas.

5. Terms and provisions of Special Warranty Deed recorded under Document No. 201706048422, Official Public Records of Comal County, Texas, including, but not limited to, mineral reservation and easements, as affected by Partial Release of Easement Areas recorded in Document No. 201806024856, Official Public Records of Comal County, Texas.

6. Covenants, conditions and restrictions affecting the 250.092 acre tract provided in instrument recorded in Document No. 201706048423, Official Public Records of Comal County, Texas.

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

SPECIAL WARRANTY DEED - LOT 1899, VINTAGE OAKS AT THE VINEYARD, UNIT 23 - PAGE -2 OF 3-

EXECUTED on the day of	March	, 2019.
:	SOUTHSTAR AT VINTAGE OAKS, L	LC

By: Thad Rutherford, Senior Vice President-Operations

ACKNOWLEDGMENT

5000

STATE OF TEXAS

COUNTY OF JAMS

MIA BEJDA My Notary ID # 126793371 Expires January 22, 2020

NOTARY PUBLIC, STATE OF TEXAS

Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 03/08/2019 09:21:29 AM JESSICA 3 Pages(s) 201906007872



SPECIAL WARRANTY DEED - LOT 1899, VINTAGE OAKS AT THE VINEYARD, UNIT 23 - PAGE -3 OF 3-



OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

Date Received Initials

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 - See Attached Fee Schedule

Copy of Recorded Deed

Surface Application/Aerobic Treatment System

Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public

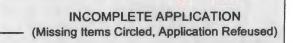
Signed Maintenance Contract with Effective Date as Issuance of License to Operate

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

Signative of Applicant

cc	MPLETE APPLICATION
Check No.	Receipt No

5/2/2020



Revised: September 2019

Phone: (830) 850-0080 Fax: (830) 935-4932

To: Roberto and Silvia Ramos Printed:6/24/2021 Site: 108 Starry Sky 108 Starry Sky New Braunfels, TX 78132 New Braunfels, TX 78132 (210) 844-9361 Customer ID: 2708 Permit #: 110832 Contract Dates: 3/10/2021 - 3/10/2024 Agency: Comal County Inspection 1 of 9 Scheduled Date 7/10/2021 County: Sub: Vintage Oaks at the Vineyard Mfg / Brand: - MAXX AIR Treatment Type: Aerobic Disposal: Surface Application GPS Coordinates - Latitude: 29.7809 Longitude: -98.2696 This counts as a type of "Scheduled Inspection" Service Type: Scheduled Inspection Entered By: Visit Date: 6/23/2021 Method: Grab Technician: Ryan Seidensticker Maint. Provider: Ryan Seidensticker Aerators: Operational Sludge Levels Filters: Operational For Tank 1: 2 Irrigation Pumps: Operational Disinfection Device: Operational Chlorine Supply: Operational Chlorine Residual: 0.1mg/L Sprinkler Drip Backwash: Good Tank Lid / Riser: Secured Electric Circuits: Operational Distribution System: Operational Color: Good Sprayfield Veg: Operational Odor: Good Alarm: Operational Comments Service Completed Scum on pretreatment:0" M.A - Technician Secured the Tank Lid and/or Riser prior to leaving location. Insp ID #:10494 **Owner signature:** Provider: Christopher Ryan Seidensticker Technician: Christopher Ryan Seidensticker

Provider: Christopher Ryan Seidensticker *PS Septic Supply & Service* License Info: MP0001708 Expires: Technician: Christopher Ryan Seidenstick *PS Septic Supply & Service* License Info: MP0001708 Expires: 9/1/2023

Phone: (830) 850-0080 Fax: (830) 935-4932

To: Roberto and Silvia Ram 108 Starry Sky New Braunfels, TX 7813		Ne	Printed:11/18/2021 Site: 108 Starry Sky w Braunfels, TX 78132 (210) 844-9361
Permit #: 110832 Agency: Comal County County: Mfg / Brand: - MAXX AIR Treatment Type: Aerobic Disposal: Surface Application	Sub: Vintage Oaks at the Vineyard	Customer ID: 2708 Contract Dates: 3/10/2021 - 3/10/2 Scheduled Date: 11/10/2021 pordinates - Latitude: 29.7809 Longitude	Inspection 2 of 9
Service Type: <u>Scheduled I</u> Visit Date: <u>11/17/2021</u> Method: <u>Grab</u> Technician: Landon Gronvold Maint. Provider: Ryan Seidenstick	nspection	✓ This counts as a type of "Sch Entered By: Danielle Jord	neduled Inspection"
Aerators: <u>Operational</u> Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u> Chlorine Supply: <u>Operational</u> Chlorine Residual: <u>0.32</u>	<u>Sludge Levels</u> For Tank 1: <u>14</u> For Tank 2: <u>1</u> For Tank 3: <u>1</u>		
Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u>	Tank Lid / Riser: <u>Secured</u> Color: <u>Good</u>	Sprinkler Drip Backwash	: <u>Good</u>
Sprayfield Veg: <u>Operational</u> Alarm: <u>Operational</u> Comments Scum - 0" - Technician Secured the	Odor: <u>Good</u> Odor: <u>Good</u> Tank Lid and/or Riser prior to leaving lo		ervice Completed
Provider: Christopher Ryan Seiu PS Septic Supply & Se License Info: MP0001708 Expires:	rvíce	T0001995 Expires: 10/31/2021	Insp ID #:13065

Phone: (830) 850-0080 Fax: (830) 935-4932

To: Roberto and Silvia Ram 108 Starry Sky New Braunfels, TX 781		Printed:3/22/2022 Site: 108 Starry Sk New Braunfels, TX 78132 (210) 844-9367
Permit #: 110832		Customer ID: 2708
Agency: Comal County County: Mfg / Brand: - MAXX AIR Treatment Type: Aerobic	Sub: Vintage Oaks at the Vineyard	Contract Dates: 3/10/2021 - 3/10/2024 Scheduled Date: 3/10/2022 Inspection 3 of 9
Disposal: Surface Application	GPS C	Coordinates - Latitude: 29.7809 Longitude: -98.2696
Service Type: <u>Scheduled</u> Visit Date: <u>3/21/2022</u> Method: <u>Grab</u> Technician: Michale Albers Maint. Provider: Ryan Seidenstic		This counts as a type of "Scheduled Inspection" Entered By: <u>Michelle Irvin</u>
Aerators: <u>Operational</u> Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u> Chlorine Supply: <u>Operational</u> Chlorine Residual: <u>.01</u>	<u>Sludge Levels</u> For Tank 1: <u>10</u>	
Electric Circuito: Operational	Tank Lid / Riser: Secured	Sprinkler Drip Backwash: Good
Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u> Sprayfield Veg: <u>Operational</u>	Color: <u>Good</u> Odor: <u>Good</u>	
Alarm: <u>Operational</u> Comments Scum = 0" - Technician Secured the	Tank Lid and/or Riser prior to leaving I	Service Completed
		Insp ID #:16335
Provider: Christopher Ryan Sei PS Septic Supply & Se License Info: MP0001708 Expires:		

Phone: (830) 850-0080 Fax: (830) 935-4932

To: Roberto and Silvia Ramos 108 Starry Sky New Braunfels, TX 78132

Permit #: 110832

Agency: Comal County County: Mfg / Brand: - MAXX AIR Treatment Type: Aerobic Disposal: Surface Application Sub: Vintage Oaks at the Vineyard

Site: 108 Starry Sky New Braunfels, TX 78132 (210) 844-9361

Printed:7/21/2022

Customer ID: 2708 Contract Dates: 3/10/2021 - 3/10/2024 Scheduled Date: 7/10/2022 Inspection 4 of 9

Service Type: Scheduled Inspection

Visit Date: 7/21/2022

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: <u>Operational</u> Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u> Chlorine Supply: <u>Operational</u> Chlorine Residual: <u>.1</u> Sludge Levels

For Tank 1: <u>12</u>

Tank Lid / Riser: <u>Secured</u> Insp. Port / Plug: <u>Secured</u>

Electric Circuits: Operational Distribution System: Operational Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

Scum on pretreatment 2" - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 7/21/2022.

Insp ID #:19642

Provider: Christopher Ryan Seidensticker PS Septic Supply & Service

License Info: MP0001708 Expires:

ection

GPS Coordinates - Latitude: 29.7809 Longitude: -98.2696

✓ This counts as a type of "Scheduled Inspection" Entered By: _

Copy emailed to Customer Customer Emailed: 7/21/2022

Blown Dioghrom in compressor Cousing	WO Number Customer ID	Opened	Time	Scheduled	Time	Serviced	Time	0
Image: Statisty Sky, New MainPhone Cell Work / E Braunfels, Tx Subdivision Alternate Phone Lot System Permit H Brand of System 73 Work Order Type Assigned Technician Entered By HEALTH DEPT. DESCRIPTION OF THE WORK ORDER (REASON FOR CALL) Entered By HEALTH DEPT. DESCRIPTION OF THE WORK ORDER (REASON FOR CALL) Entered By HEALTH DEPT. DESCRIPTION OF THE WORK ORDER Quistline Construction RESULTS OF THE WORK ORDER Quistline Construction RESULTS OF THE WORK ORDER Quistline Construction Blow Dioghtom ive. com pressor Cousing- Low PST Coussing Structure Hi Bl0 180 Result SSI.81 INEX DIRECTIONS OR INSTRUCTIONS TO THE TECHNICIAN IZ-8:25 Main	Customer Nam	le and SITE Address	1	Con	tact	Customer Ema	il Address	Wan
Brain Adds, Tx Subdivision Atternate Phone Lot System Permit # Brand of System 73 Work Order Type Assigned Technician Entered By HEALTH DEPT. DESCRIPTION OF THE WORK ORDER (REASON FOR CALL) Entered By HEALTH DEPT. DESCRIPTION OF THE WORK ORDER (REASON FOR CALL) Entered By HEALTH DEPT. DESCRIPTION OF THE WORK ORDER Quiffine Control RESULTS OF THE WORK ORDER Quiffine CONT RESULTS OF THE WORK ORDER Quiffine CONT HEALTH DEPT. DIAGNATION IN: COM PTESSON Counsing Uow POIL Counsing Cont Hi BIO ISC Result SISI.81 INEX DIRECTIONS OR INSTRUCTIONS TO THE TECHNICIAN IZ-8:25 Main	Roberto and	SIVER	dmos	12220131	2.1.25			T
BrownAds, Tx Subdivision Atternate Phone Lot System Permit # Brand of System 73 Work Order Type Assigned Technician Entered By HEALTH DEPT. DESCRIPTION OF THE WORK ORDER (REASON FOR CALL) Entered By HEALTH DEPT. DESCRIPTION OF THE WORK ORDER (REASON FOR CALL) Entered By HEALTH DEPT. DESCRIPTION OF THE WORK ORDER Quiffine Control RESULTS OF THE WORK ORDER Quiffine Control RESULTS OF THE WORK ORDER Quiffine Control HI BIOLING In COM PTESSOF Coulsing Low POIL Coulsing Control Hi BIO ISC Result SISI.81 INEX DIRECTIONS OR INSTRUCTIONS TO THE TECHNICIAN IZ-8:25 Quiffine	,108 Starry	SKYINE	41	Main	Phone	Cell		Work / E
System Permit # Brand of System 73 Work Order Type Assigned Technician Entered By HEALTH DEPT. DESCRIPTION OF THE WORK ORDER (REASON FOR CALL) Entered By HEALTH DEPT. DESCRIPTION OF THE WORK ORDER (REASON FOR CALL) Entered By HEALTH DEPT. RESULTS OF THE WORK ORDER CALIFLINE CONT BLOWN Diaghtom in. Compressor Causing Uow PST Causing Cont Hi Bld BC Retuilt SSI.81 INEX DIRECTIONS OR INSTRUCTIONS TO THE TECHNICIAN IZ-8.25 Main	Boninder	- 1100	1.54.27	Subdi	vision	Alternate Phone	Le	x
Work Order Type Assigned Technician Entered By HEALTH DEPT. DESCRIPTION OF THE WORK ORDER (REASON FOR CALL) Image: Construction of the WORK ORDER (REASON FOR CALL) Image: Construction of the WORK ORDER Image: Construction of the WORK ORDER RESULTS OF THE WORK ORDER Image: Construction of the WORK ORDER RESULTS OF THE WORK ORDER Image: Construction of the WORK ORDER Image: Construction of the technician Image: Construction of the technician Image: Construction of the technician Image: Construction of the technician Image: Construction of the technician			15		1.1.2.1.2.1	1231 2.32 1	7	3
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RESULTS OF THE WORK ORDER a isrline RESULTS OF THE WORK ORDER CONT BLOWN Diaghtam in compressor Causing LOW PSI, Causing Smell, Installed Hi BIO ISO Result \$ 351.81 DIRECTIONS OR INSTRUCTIONS TO THE TECHNICIAN	DESCRIPTION OF THE WORK ORD	ER (REASON FOR CO		16-28-2	1 2	1.13 1.3	1	-
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Phone: (830) 850-0080 Fax: (830) 935-4932

	Printed:12/6/2022	Insp ID #:23481	Permit #: 110832	
To: Roberto and Silvia Ramos 108 Starry Sky				ne: (210) 844-9361
New Braunfels, TX 78132				ork:
New Braumers, TA 70132			Cell Pho	
			Alt C	ell:
			Customer ID: 2708	
Agency: Comal County			Contract Dates: 3/10/2021 - 3/10	
5,	b: Vintage Oaks at the Vir	neyard	Scheduled Date: 11/10/2022	Inspection 5 of 9
Mfg / Brand: - MAXX AIR	-			stalled: 3/10/2021
Treatment Type: Aerobic				ty End: 3/10/2024
Disposal: Surface Application			oordinates: Latitude: 29.7809 Longitud	le: -98.2696
Service Type: <u>Scheduled Insr</u>	pection		✓ This counts as a type of "Sc	heduled Inspection"
Visit Date: <u>12/5/2022</u>			Entered By: Ashley Spitz	
				emailed to Customer
Method: <u>Grab</u>			Customer Ema	iled: 12/6/2022
Technician: Not Assigned				
Maint. Provider: Ryan Seidensticker				
Aerators: Operational	<u>Sludge Lev</u>	<u>els</u>		
Filters: Operational	For Tan	k 1 : <u>18</u>		
Irrigation Pumps: Operational	For Tan	k 2: <u>NA</u>		
Disinfection Device: Operational	For Tan			
Chlorine Supply: Operational	For Tan	k 4: <u>4</u>		
Chlorine Residual: <u>.06</u>				
Electric Circuits: Operational	Tank Lid / Ri	ser: <u>Secured</u>		
Distribution System: Operational	Insp. Port / P	lug: <u>Secured</u>		
Sprayfield Veg: Operational				
Alarm: Operational				
Comments				ervice Completed

Comments

Service Completed

- Scum on pretreatment 1 - Need 3-20x6" and 1-16x6" Risers and the ground is below grade. Please contact office if you would like a quote for risers and they can be installed on next inspection. - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 12/6/2022.

Site: 108 Starry Sky, New Braunfels, TX 78132

Provider: Christopher Ryan Seidensticker *PS Septic Supply & Service* License Info: MP0001708 Expires:

Luna Environmental

4222 FM 482 New Braunfels, TX 78132

sherrie@lunaenvironmental.com

Permit: 110832

Site: 108 Starry Sky, New Braunfels, TX 78132 Main Phone: 2108449361

Roberto and Silvia Ramos 108 Starry Sky New Braunfels, TX 78132

Printed:9/21/2023

Agency: Comal County County: Comal County Subdivision: Vintage Oaks at the Vineyard

System Info: MFG: Brand: MA	AXX AIR		Customer ID: 4107
Treatment Type: <u>Aerobic</u>	Disposal Type: Surface App	blication	Insp ID: <u>33196</u>
Installed: <u>3/10/2021</u> Visit Details	Warranty Expiration: 3/10/2024		
Visit Date: <u>9/21/2023</u>	Entered By: Ryan Seidensticker		 GPS Lat: 29.7809 GPS Long: -98.269
Scheduled Date: 7/10/2023		Contract Starts: 3/10/2021	Customer Emailed: <u>9/21/2023</u>
Entered On: 9/21/2023		Contract Ends: 3/10/2024	
Visit Results		<u>0/10/202.</u>	
Service Type: Scheduled In	spection		
Count: Inspection 7 of 9			
Method: Grab	License #	Expires	
Technician: Brian Peddle		Explices	
Provider: Luna Environmen	tal, LLC		Service Completed
Aerators: Operational	Sludge Level T	ank 1: <u>10</u>	
Filters: Operational			
Irrigation Pumps: Operational	Sludge Level T	ank 3: <u>22</u>	
Disinfection Device: Operational			
Chlorine Supply: Operational			
Chlorine Residual: <u>.01</u>			
	Tank Lid /	Riser: Secured	
Electric Circuits: Operational	Insp. Port /	Plug: Secured	
Distribution System: Operational			
Drip/Sprayfield Veg: Operational			
Alarm: Operational	PSI Pre	essure: <u>2.2</u>	

Comments

Scum on pretreatment 0" risers need to be added to prevent landscaping debris entering the system. Please contact our office for pricing and scheduling - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 9/21/2023.



WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer		Residential Initial Contract
Roberto and Silvia Ramos		
Site Address		Agency
108 Starry Sky, New Braunfels, TX 78132		Comal County
Email	Phone	Permit Number
rramos044@yahoo.com	(210) 844-9361	110832
System Details		

Treatment: Aerobic Surface Application Liquid Bleach / System: MAXX AIR 800 Max GPD

AGREEMENT

I. General:

This work for hire agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as "Contractor"), located at 4222 FM 482 New Braunfels, Texas 78132. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

II. Dates & Fees:

This agreement provides maintenance from	3/10/2024	to	3/10/2025	for a total fee of	\$325.00
	0,10,2021		0,10,2020		4020100

III. Services by Contractor:

1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once every four (4) months.

2. Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.

3. Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.

4. Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Additional charges may apply for labor and service calls. Repair quotes of non-warranty items must be approved by Client before work is performed.

5. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.

6. Visit site within 48 hours of a service request.

7. Provide Customer Support line at 855-560-9909.

IV. Client Responsibilities:

1. Maintain Chlorinator and proper chlorine supply, unless otherwise specified.

2. Provide all necessary lawn or yard maintenance and remove all obstructions, including dogs and other animals as needed to allow the OSSF to function properly and the Contractor easy and safe access to all parts of 3. Immediately notify Contractor of any alarms or system problems.

4. Have tanks pumped out as directed by manufacturer, typically every 3 years.

5. Be available by text, phone, or in person when the Contractor is on site in case of required repair approvals or questions.

6. Maintain site drainage to prevent adverse effects on OSSF.

7. Promptly pay Contractor's bills, fees, and invoices in full.

V. Access By Contractor:

Access By Contractor: The contractor or anyone authorized by the contractor may enter the property at reasonable times without prior notice for the purpose of repairs and services described herein.

VI. Termination of This Agreement:

Either party may terminate this agreement with 30 days' written notice in the event of the other party's substantive failure to perform in accordance with this agreement without fault of the terminating party. Is this agreement is terminated, the Contractor will notify the appropriate regulatory authority.

VII. Limitation of Liability:

In no event shall the Contractor be liable for indirect, consequential, incidental, or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for the direct damages exceed payments by the Client under this agreement.

VIII. Payment Terms:

The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client's OSSF. Payments not received within 30 days from the date of invoicing will be subject to a \$30.00 late penalty and or a 1.5% monthly carrying charge, whichever is greater. By signing this contract, the Client authorizes the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. All invoices are due upon receipt by Client.

IX. Severability:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be held valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, 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.

Roberto and Silvia Ramos

-Docusigned by: Customer Name Roberto and Silvia Ramos

Customer Signature

Luna Environmental / Ryan Seidensticker Maintenance Provider Name

Ryan Seidensticker License # MP0001708

Maintenance Provider Signature

Additional Comments / Special Terms

4274F0C196954CF



WASTEWATER TREATMENT SYSTEM MAINTENANCE INSPECTION

Customer			Permit Number
Roberto and Silvia Ramos			110832
Site Address	Agency		
108 Starry Sky, New Braunfels, TX 781	32		Comal County
Email Phone		County	
rramos044@yahoo.com		(210) 844-9361	Comal
System Details			
Treatment: Aerobic Surface Application	on Liquid Bleach / System: MAXX AIR	800 Max GPD	
Contract Period	Service Plan	Inspection Number	Date
2021-03-10 to 2024-03-10	3 Inspections Per Year	9 of 9	March 26, 2024

INSPECTION

Equipment Inspection

Control Panel	Disinfection Device
Operational	Operational
Irrigation Pump	Spray Field Vegetation
Operational	Operational
Aerator / Air Compressor	Sprinkler / Drip Backwash
Operational	Operational

Test Results

Air Compressor PSI	Test Method
2.80	Grab
Air Compressor CFM	Color Good
Chlorine Residual	Odor
0.10	Good
Sludge Levels	

 Tank 1	Tank 2	Tank 3	Tank 4	Scum
NA	NA	24	0	NA

Other Observations		
Cleaned Air Filter?	Inspection Port/Plug Secured?	
System Flushed?	Repairs Made?	
Drip Filter Cleaned?	Pump Filter Cleaned?	
Tank Lids Secured?	Pumping Required?	

Additional Comments

System operating properly. Homeowner informed me that they had accidentally put the thicker gel bleach in the bleach reservoir, so I flushed it all out for them to put the correct bleach in. I let them know that the clarification tank is at a 2 foot sludge level and may need a pump out in the near future. No other cause for concern or issues to report on this inspection.

Jacob Locke

Inspector Name

March 26, 2024

Inspection Date

Luna Environmental / Ryan Seidensticker

Maintenance Provider Name

Ryan Seidensticker License # MP0001708

Maintenance Provider Signature



WASTEWATER TREATMENT SYSTEM MAINTENANCE INSPECTION

Customer			Permit Number
Roberto and Silvia Ramos			110832
Site Address			Agency
108 Starry Sky, New Braunfels, TX 7813	32		Comal County
Email		Phone	County
rramos044@yahoo.com (210) 844-9361		Comal	
System Details			
Treatment: Aerobic Surface Application	Liquid Bleach / System: MAXX AIR	800 Max GPD	
Contract Period	Service Plan	Inspection Number	Date
2024-03-10 to 2025-03-10	3 Inspections Per Year	1 of 3	June 4, 2024

INSPECTION		
Equipment Inspection		
Control Panel	Disinfection Device	
Operational	Operational	
Irrigation Pump	Spray Field Vegetation	
Operational	Operational	
Aerator / Air Compressor	Sprinkler / Drip Backwash	
Operational	Operational	

Tests Results

Air Compressor PSI	Test Method
2.5	Grab
Air Compressor CFM	Color
	Good
Chlorine Residual	Odor
	Good

Sludge Levels

Tank 1	Tank 2	Tank 3	Tank 4	Scum
Na	8	24	12	

Other Observations

Cleaned Air Filter?	✓	Inspection Port/Plug Secured?	√
System Flushed?		Repairs Made?	
Drip Filter Cleaned?		Pump Filter Cleaned?	
Tank Lids Secured?	✓	Pumping Required?	

Additional Comments

Anticipate pumping in near future. System is running normally

Dylan Magley	Luna Environmental / Ryan Seidensticker				
Inspector Name	Maintenance Provider Name				
June 4, 2024	Ryan Seidensticker License # MP0001708				
Inspection Date	Maintenance Provider Signature				



WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer		Residential Initial Contract
Roberto and Silvia Ramos		
Site Address		Agency
108 Starry Sky, New Braunfels, TX 78132		Comal County
Email	Phone	Permit Number
rramos044@yahoo.com	(210) 844-9361	110832
System Details		

Treatment: Aerobic Surface Application Liquid Bleach / System: MAXX AIR 800 Max GPD

AGREEMENT

I. General:

This work for hire agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as "Contractor"), located at 4222 FM 482 New Braunfels, Texas 78132. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

II. Dates & Fees:

This agreement provides maintenance from	3/10/2024	to	3/10/2025	for a total fee of	\$325.00
	0,10,2021		0,10,2020		4020100

III. Services by Contractor:

1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once every four (4) months.

2. Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.

3. Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.

4. Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Additional charges may apply for labor and service calls. Repair quotes of non-warranty items must be approved by Client before work is performed.

5. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.

6. Visit site within 48 hours of a service request.

7. Provide Customer Support line at 855-560-9909.

IV. Client Responsibilities:

1. Maintain Chlorinator and proper chlorine supply, unless otherwise specified.

2. Provide all necessary lawn or yard maintenance and remove all obstructions, including dogs and other animals as needed to allow the OSSF to function properly and the Contractor easy and safe access to all parts of 3. Immediately notify Contractor of any alarms or system problems.

4. Have tanks pumped out as directed by manufacturer, typically every 3 years.

5. Be available by text, phone, or in person when the Contractor is on site in case of required repair approvals or questions.

6. Maintain site drainage to prevent adverse effects on OSSF.

7. Promptly pay Contractor's bills, fees, and invoices in full.

V. Access By Contractor:

Access By Contractor: The contractor or anyone authorized by the contractor may enter the property at reasonable times without prior notice for the purpose of repairs and services described herein.

VI. Termination of This Agreement:

Either party may terminate this agreement with 30 days' written notice in the event of the other party's substantive failure to perform in accordance with this agreement without fault of the terminating party. Is this agreement is terminated, the Contractor will notify the appropriate regulatory authority.

VII. Limitation of Liability:

In no event shall the Contractor be liable for indirect, consequential, incidental, or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for the direct damages exceed payments by the Client under this agreement.

VIII. Payment Terms:

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Roberto and Silvia Ramos

-Docusigned by: Customer Name Roberto and Silvia Ramos

Customer Signature

Luna Environmental / Ryan Seidensticker Maintenance Provider Name

Ryan Seidensticker License # MP0001708

Maintenance Provider Signature

Additional Comments / Special Terms

4274F0C196954CF



WASTEWATER TREATMENT SYSTEM MAINTENANCE INSPECTION

		Permit Number
		110832
		Agency
132		Comal County
	Phone	County
	(210) 844-9361	Comal
ion Liquid Bleach / System: MA	AXX AIR 800 Max GPD	
Service Plan	Inspection Number	Date
3 Inspections Per Year	3 of 3	February 20, 2025
	Service Plan	Phone (210) 844-9361 ion Liquid Bleach / System: MAXX AIR 800 Max GPD Service Plan Inspection Number

INSPECTION			
Equipment Inspection			
Control Panel	Disinfection Device		
Operational	Operational		
Irrigation Pump	Spray Field Vegetation		
Operational	Operational		
Aerator / Air Compressor	Sprinkler / Drip Backwash		
Operational	Operational		
Floats / Sensors			
Operational			
Tests Results			
Air Compressor PSI	Test Method		
2.96	Grab		
Air Compressor CFM	Color		
	Good		
Chlorine Residual	Odor		
0.1	Good		
Sludge Levels			
Tank 1 Tank 2 Tank 3	Tank 4 Scum		
11 0 2	0 1		

Other Observations

Cleaned Air Filter?Inspection Port/Plug Secured?System Flushed?Repairs Made?Drip Filter Cleaned?Pump Filter Cleaned?Tank Lids Secured?Pumping Required?

Additional Comments

System is operating as intended

 James Caldwell
 Luna Environmental / Logan Leppo

 Inspector Name
 Maintenance Provider Name

 February 20, 2025
 License # MP0002494

 Inspection Date
 Maintenance Provider Signature