

COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date:	06/07/2023		Permit Number:	115958
Location Description:	2479 PUTER CH SPRING BRANG			
	Subdivision: Unit: Lot: Block: Acreage:	Comal Hills 1 24B 2 0.0000		
Type of System:	Aerobic Drip Irrigation			
Issued to:	Fracisco Alvarez			

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

OS0038255

ENVIRONMENTAL HEALTH COORDINATOR

OS0007722

Installer Name:	OSSF Installer #:	
1st Inspection Date:	2nd Inspection Date:	3rd Inspection Date:
Inspector Name:	Inspector Name:	Inspector Name:

Permit#: Address: No. Description Answer Citations 1st Insp. 2nd Insp. 3rd Insp. Notes SITE AND SOIL CONDITIONS & 285.31(a) SETBACK DISTANCES Site and Soil 285.30(b)(1)(A)(iv) Conditions Consistent with Submitted Planning Materials 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i) SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback 285.91(10) Distances 285.30(b)(4) Meet Minimum Standards 285.31(d) SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, 285.32(a)(1) SDR 26) 3 SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per 285.32(a)(3) Foot SEWER PIPE Two Way Sanitary -Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 285.32(a)(5) degree bends) PRETREATMENT Installed (if required) TCEQ Approved List 285.32(b)(1)(G) PRETREATMENT Septic Tank(s) 285.32(b)(1)(E)(iii) Meet Minimum Requirements 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I) 6 PRETREATMENT Grease Interceptors if required for 285.34(d) commercial

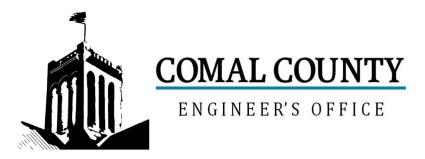
Inspector Notes:

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If SingleTank, 2Compartments Provided withBaffle SEPTIC TANK Inlet Flowline Greater than3" and " T " Provided on Inlet and OutletSEPTIC TANK Septic Tank(s) MeetMinimum 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) (I)285.32(b)(1)(E)(ii) (I)285.32(b)(1)(E) (i)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (i)285.32(b)(1) (B)285.32(b)(1) (A)285.32(b)(1)(E)(iv)				
	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system providedSEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
	SEPTIC TANK Tank Volume Installed						
	PUMP TANK Volume Installed						
	AEROBIC TREATMENT UNIT Size Installed						
14	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number						
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo- transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	DISPOSAL SYSTEM Drip Irrigation						
			285.33(c)(3)(A)-(F)				
19							
	DISPOSAL SYSTEM Soil		205 22(4)(4)				
20	Substitution		285.33(d)(4)				
	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(4)				
			285.33(a)(3) 285.33(a)(1)				
24			285.33(a)(1) 285.33(a)(2)				
21	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			265.55(0)(4)				
	DRAINFIELD Absorptive Drainline 3" PVC						
	or 4" PVC						
25	DRAINFIELD Area Installed						
26							
	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						
28							
	DRAINFIELD Pipe and Gravel -		205 22/5//4//5/				
29	Geotextile Fabric in Place		285.33(b)(1)(E)				
	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						
31	Trenches						

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	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. to 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		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)				
33	AEROBIC TREATMENT UNIT IS Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
34	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						
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with 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 Separate Circuit From Pump						
37	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						
	PUMP TANK Secondary restraint system provided						
	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?		285.33(d)(2)(G)(iii)(II) 285.33(d)(2)(G)(iii)(III) 285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iv) 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)				
	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)				
42	APPLICATION AREA Area Installed						
	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:	115958
Issued This Date:	03/30/2023
This permit is hereby given to:	Fracisco Alvarez

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

2479 PUTER CREEK RD SPRING BRANCH, TX 78070

Subdivision:	Comal Hills
Unit:	1
Lot:	24B
Block:	2
Acreage:	0.0000

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic Drip Irrigation

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

Call (830) 608-2090 to schedule inspections.

RECEIVED By Kathy Griffin at 10:18 am, Mar 14, 2023 COMAL COUNTY	OSSF DEVELOPMENT APPLICATION CHECKLIST				
ENGINEER'S OFFICE	Staff	will complet	e shaded items		
			115958		
	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.

OSS	F Permit
\times	Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
\times	Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
\times	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.
\times	Required Permit Fee - See Attached Fee Schedule
\times	Copy of Recorded Deed
\times	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.

Signature of Applicant

COMPLETE APPLICATION

Check No. _____ Receipt No.

3/9/2023

Date



Revised: September 2019

RECEIVED By Kathy Griffin at 10:18 am, Mar 14, 2023 COMAL COUNTY ENGINEER'S OFFICE ON-SITE SEWAGE F	ACILITY APPLICATION (830) 608-2090 WWW.CCEO.ORG
Date	Permit Number 115958
1. APPLICANT / AGENT INFORMATION	
Owner Name Fracisco Alvarez	Agent Name Maria Oranday
Mailing Address 1506 w. Wild wood	Agent Address 15008 Canterbury Rd
City, State, Zip San Antonio TX 78201	City, State, Zip Spring Branc tx 78070
Phone # 210.838.7508	Phone # 210.823.3477
Email innovachb@gmail.com	Email hillcountryseptics@gmail.com
2. LOCATION	
Subdivision Name Comal Hills	Unit 1 Lot 24B Block 2
Survey Name / Abstract Number	Acrosso
Address 2479 Puter Creek Rd.	_ _{City} _ Spring Branch _ _{State} tx _{Zip} 78070
3. TYPE OF DEVELOPMENT	
Type of Facility Offices, Factories, Churches, Schools, Parks, Etc Indic Restaurants, Lounges, Theaters - Indicate Number of Se Hotel, Motel, Hospital, Nursing Home - Indicate Number Travel Trailer/RV Parks - Indicate Number of Spaces	the required land needed for treatment units and disposal area) eate Number Of Occupants eats of Beds
 Source of Water Public Private Well 4. SIGNATURE OF OWNER By signing this application, I certify that: The completed application and all additional information submitted do facts. I certify that I am the property owner or I possess the appropria property. Authorization is hereby given to the permitting authority and designat site/soil evaluation and inspection of private sewage facilities 	
- I affirmatively consent to the online posting/public release of my e-ma	ail address associated with this permit application, as applicable. $3/9/2023$

Date

ENGINEER'S OFFICE	ON-SITE SEWAGE F	ACILITY APPLICATION	195 DAVID JONAS DR NEW BRAUNFELS, TX 78132 (830) 608-2090 <u>WWW.CCEO.ORG</u>				
Planning Materials & Site Evaluatio	n as Required Completed E	_{By} Frank Oranday					
System Description Aerobic Treatment w/drip tubing disposal							
Size of Septic System Required Based on Planning Materials & Soil Evaluation							
Tank Size(s) (Gallons)		Absorption/Application Area (Sq Ft)	1,200 sq.ft. required				
Gallons Per Day (As Per TCEQ Tal	ole III)						
(Sites generating more than 5000 gallor	ns per day are required to obta	in a permit through TCEQ.)					
Is the property located over the Edv	vards Recharge Zone?	Yes 🗙 No					
(If yes, the planning materials must be o	completed by a Registered Sa	nitarian (R.S.) or Professional Engineer (P.E.))				
Is 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 wi	th all provisions of the existing WPAP.)					
If there is no existing WPAP, does t	he proposed development a	activity require a TCEQ approved WF	PAP? 🗌 Yes 🔀 No				
		with all provisions of the proposed WPAF approved by the appropriate regional off					
Is the property located over the Edw	vards 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 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 R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to Construct will not be ssued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)							
s this property within an incorporated city? 🗌 Yes 💢 No							
If yes, indicate the city:							

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.

Signature of Designer

3/9/2023 Date





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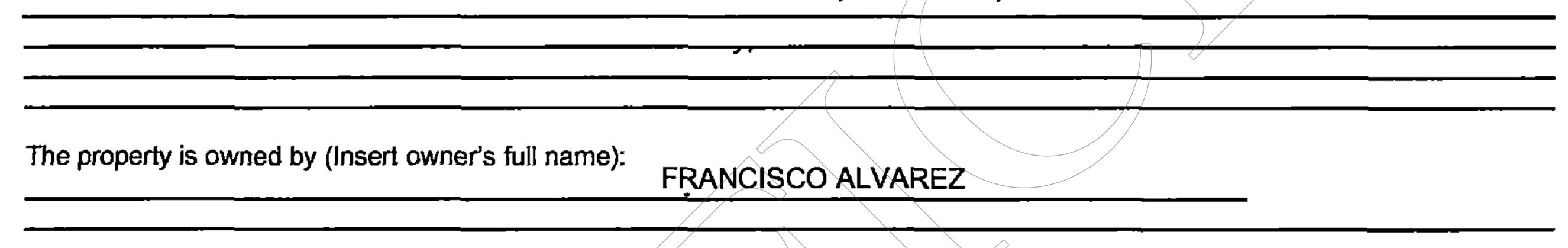
AFFIDAVIT TO THE PUBLIC

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

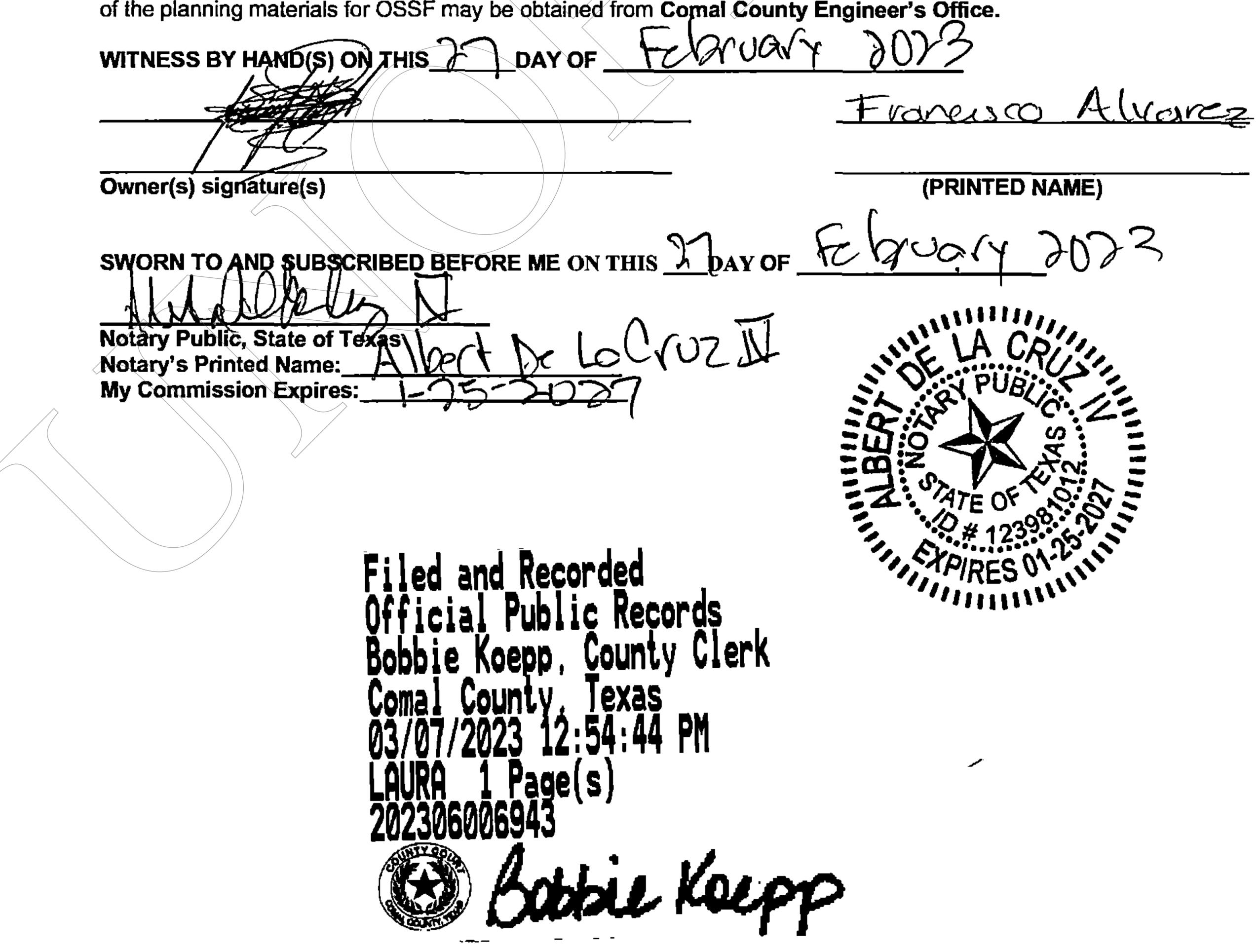
The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, give the commission primary responsibility for implementing the laws of the State 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 owners 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.

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code § 285.91 (12) will be installed on the property described as (insert legal description): COMAL HILLS 1, BLOCK 2, LOT 24B



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

Upon sale or transfer of the above described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy



WASTEWATER TREATMENT FACILITYY MONITORING AGREEMENT

Regulatory Authority Block Creek Aerobic Services, LLC 444 A Old Hwy #9 Comfort, TX 78013 Off. (830) 995-3189 Fax. (830) 995-4051

Permit/License Number					
Customer Fracisco Alvarez					
Site Address 2479 Puter Creek Rd.					
City Spring Branch Zip tx 78070					
Mailing Address 1506 w. Wild wood					
County COMAL Map #					
Phone 210.838.7508					
Email innovachb@gmail.com					

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Fracisco Alvarez (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:

This Agreement commences on LTO

and ends on

for a total of two (2) years (initial agreement) or one (1) year (thereafter). If this is an initial agreement (new installation), the Customer shall notify the Contractor within two (2) business days of the system's first use to establish the date of commencement. If no notification is received by Contractor within ninety (90) days after completion of installation or where county authority mandates, the date of commencement will be the date the "License to operate" (Notice of Approval) was issued by the permitting authority. This agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty.

III. 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.

F.A.



V. Disinfection:

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, (hereinafter collectively referred to as "Liabilities") arising out of, caused by, or resulting, in whole or in part, from this Agreement.



BS

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

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 Indemnite; 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 Mgreement 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.

into Sidustick

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

Lustomer Signature

Date

FA

Copyright all rights reserved

BS

OSSF SOIL EVALUATION REPORT

Date: 3/9/2023 **Applicant Information:** Name: Francisco Alvarez

Address: 2479 Puter Creek Rd. City, State, & Zip Code: Spring Branch TX 78070

Phone: 210.838.7508 Email: innovachb@gmail.com

Site Evaluator Information: Name: Frank Orandav Company: Address: PO box 754 City, State, & Zip: Spring Branch TX, 78070

Phone: 210.510.8996 Email: frankoranday@gmail.com

Installer Information:

Name: **Company:** Address City, State, & Zip: **Email:**

Additional Info: Comal County

Depth	Texture Class	Soil Texture	Structure (for Class III- blocky, platy or massive)	Drainage	Restrictive Horizon	Observation
Soil Boring #1 6"	111	0-6" Clay Loam 6"+ limestone	Blocky	<30% gravel		Bedrock
Soil Boring #2 6″	Ш	Same as above				

FEATURES OF SITE AREA

Presence of 100-year flood zone: NO Existing or proposed water well in nearby area: NO Presence of adjacent ponds, streams, water impoundments: NO Presence of upper water shed: NO Organized sewage service available to lot: NO

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability. The site evaluation and OSSF design are subject to approval by the TCEQ or the local authorized agent. The planning materials and the OSSF design should not be considered final until a permit to construct has been issued.

Site Evaluator: **NAME: Frank Oranday**

Signature: 5

License No.: OS-0035274 Exp: 3/31/2023 TDH:

DESIGN SPECIFICATIONS 2479 Puter Creek Rd.

Application Rate (Ra): .2 OSSF is designed for: 3 BR. home (1,499 Sq.ft.) Wastewater Usage: 240 gal./day An aerobic treatment system/ with drip tubing disposal is to be utilized based on the site evaluation 1,200 sq. ft. absorptive area required 600-gpd aerobic tank required Calculations: Absorption Area: Q/Ra= 240 gpd/.2 = 600 sq. ft requiredOF TELA F Frank Oranday, R.S. Signature: FRANK ORANDAY 5049 LICENSED. SA ED PROFESSIONA 3/10/2023

FRANK ORANDAY 15008 Canterbury Rd. Spring Branch, TX, 78070 (210) 510-8996

Comal County Engineer's Office

195 David Jonas Drive

New Braunfels TX, 78132

Re: variance request 2479 Puter Creek, Spring Branch TX, 78133

To Environmental Health Department:

I am submitting a request to grant a variance for the placement of waterlines less than 10 feet from sewer line and other OSSF components as required by TCEQ rules Chapter 285 Table X, because of limited space available.

Equivalent protection will be maintained by sleeving waterline with 2" SCH 40 PVC in order to comply with TAC 290. In my professional opinion, this crossing will not pose a threat to the environment or public health.

Sincerely,

Frank Oranday R.S.



AEROBIC TREATMENT DRIP TUBING SYSTEM **DESIGNED FOR: Francisco Alvarez** SITE ADDRESS: 2479 Puter Creek Rd.

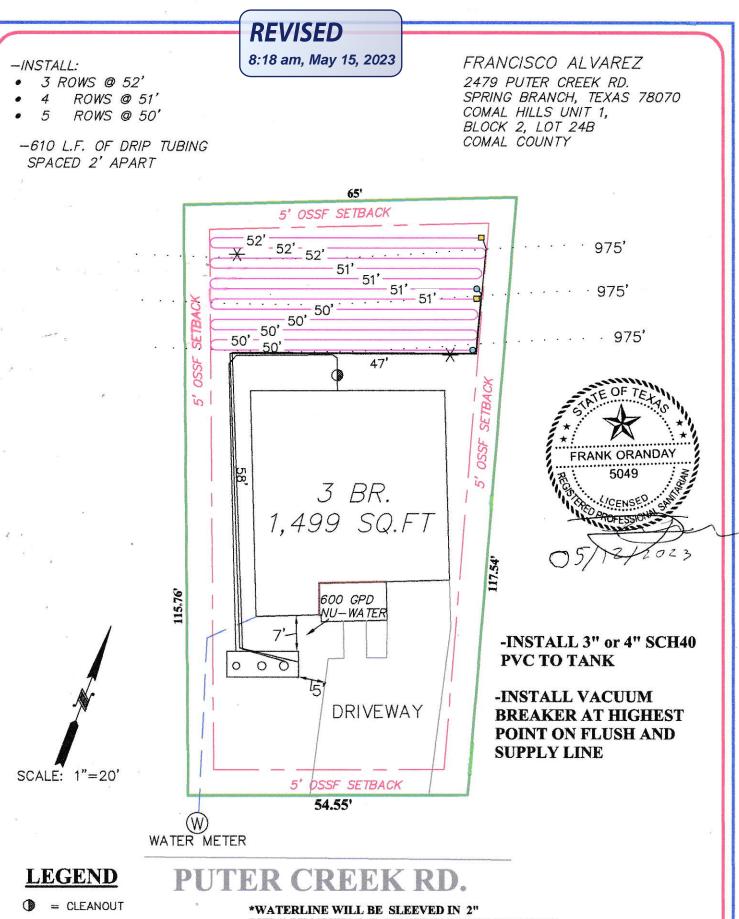
LANSCAPING:

The site of installation will include a 3 BR. Home (1,499 Sq.ft) to be treated by a proposed aerobic treatment plant utilizing drip irrigation tubing as the most suitable system for the underlying soil.

PROPOSED SYSTEM:

A 3" or 4" SCH 40 PVC pipe discharges from the residence into a Nu-water B-550 (600gpd) aerobic treatment plant containing a 353 gallon pretreatment tank and a 768 gallon pump chamber. The pump is activated by a time controller allowing the distribution 10 times per day with an 8 minute run time with the float set to pump 240 gallons per day. A high level audible and visual alarm will activate should the pump fail. Distribution from the pump is through a self-flushing 100 Mesh Spin filter and subsequently through a 1" SCH 40 manifold allowing effluent distribution to 610 l.f. of drip tubing lines spaced 2ft. apart with .61" emitters set every two feet. A pressure gauge will be installed on the pump tank side for the flush line manifold and shall maintain a pressure of at least 25 PSI and a maximum of 45 PSI. A 1" SCH 40 return line will flush each cycle back to the pump tank. Vacuum breakers will be installed at the highest point of the drip field for the supply and flush manifold to prevent siphoning. Drip field will be scarified and raised an additional 6" with Class III soil before laying drip lines then covered with a minimum 6" of Class II or III soil. Seeding or sod will be added upon completion.

3/9/2023



SUPPLY

RETURN

X = TEST HOLES

*WATERLINE WILL BE SLEEVED IN 2" SCH 40 PVC WHERE IT IS WITHIN 10' OF SEWER LINE. THIS WILL PROVIDE EQUSIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285 AND SHALL COMPLY WITH TAC CHAPTER 290. FRANK ORANDAY 15008 Canterbury Rd. Spring Branch, TX, 78070 (210) 510-8996

Comal County Engineer's Office

-195 David Jonas Drive

New Braunfels TX, 78132

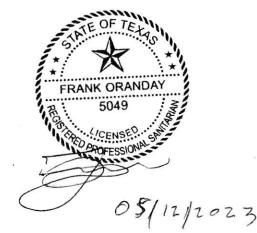
Re: variance request 2479 Puter Creek, Spring Branch TX, 78133 To Environmental Health Department:

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Equivalent protection will be maintained by sleeving waterline with 2" SCH 40 PVC. In my professional opinion, this variance will not pose a threat to the environment or public health.

Sincerely,

Frank Oranday R.S.

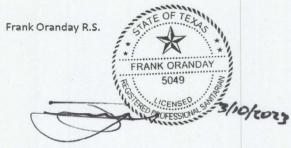


AEROBIC TREATMENT- drip SITE ADDRESS: 2479 Puter Creek Rd.

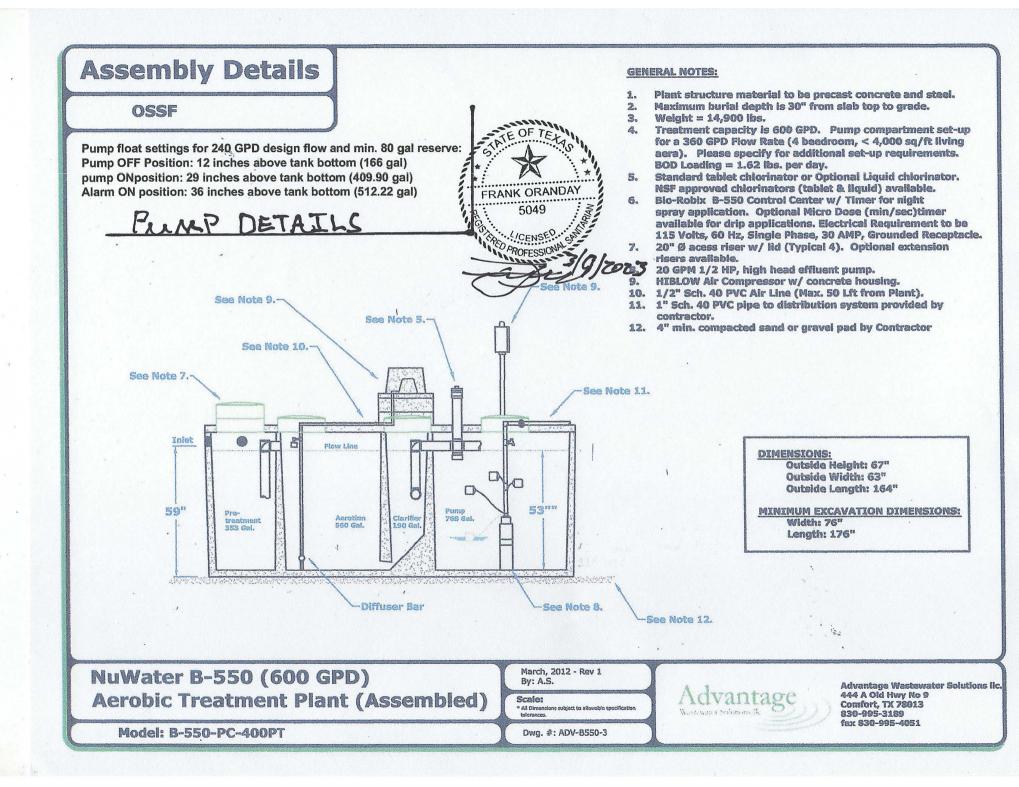
LANSCAPING/ VEGETATION PLAN:

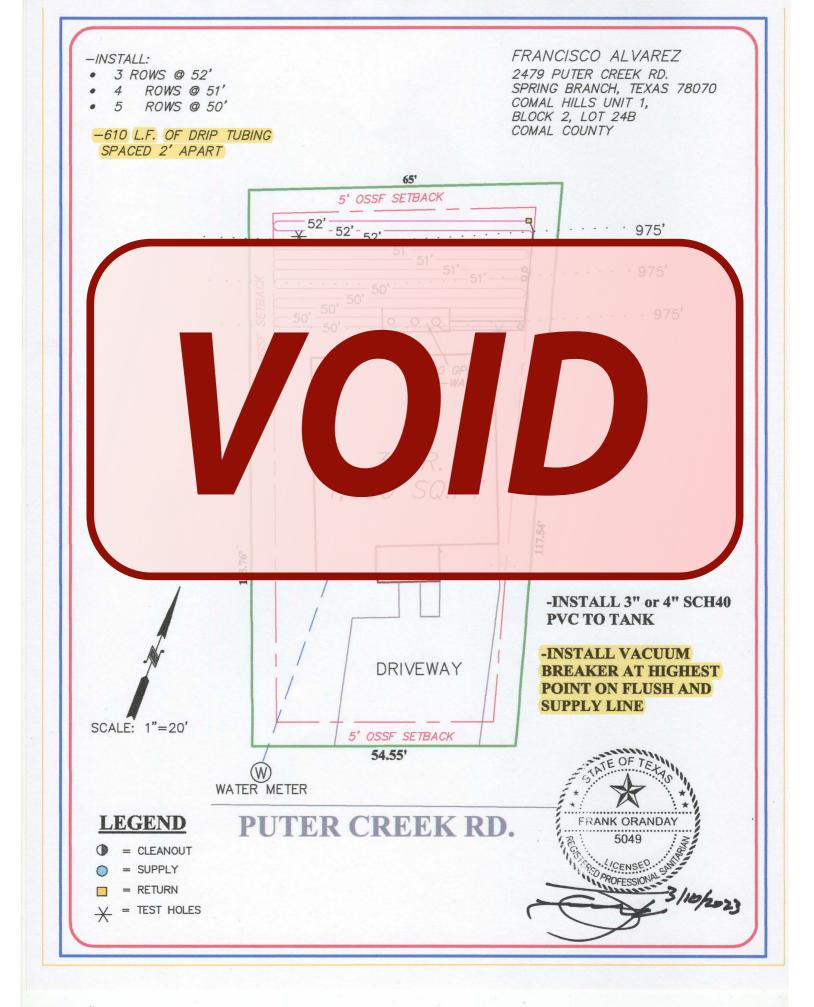
• The site of installation consists of a suitable topography for the proposed system, and furthermore is comprised of cedar trees and low-level grass plants.

This vegetation protection/remediation plan complies with and meets the requirements of **TCEQ §285.33 (d)(2)(F)**









Olvera, Brandon

From:	Olvera,Brandon
Sent:	Monday, May 15, 2023 8:20 AM
То:	Maria Oranday
Subject:	RE: 2479 Puter Creek Revison

Good Morning

Curfy that the crossing complies with TAC 290.

Thank You,

Brandon Olvera | Designated Representative OS0034792 | Comal County | <u>www.cceo.org</u> 195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078 | e: olverb@co.comal.tx.us

From: Maria Oranday <hillcountryseptics@gmail.com>
Sent: Friday, May 12, 2023 2:28 PM
To: Olvera,Brandon <Olverb@co.comal.tx.us>
Subject: 2479 Puter Creek Revison

This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

- Comal IT

Good afternoon,

I have attached the revised design ad waterline variance for 2479 puter creek

Thank you, Maria 202106007062 02/05/2021 02:15:52 PM 1/2



 INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR

 SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

 GENERAL WARRANTY DEED

 Date:
 February 05, 2021 (the "Effective Date")

 Grantor:
 MOLLY EVELYN BROYAL

 Grantee:
 FRANCISCO ALVAREZ

 Mailing Address:
 1506 W. Wildwood
San Antonio, TX 78201

 Consideration:
 Cash and other good and valuable consideration, the receipt of which is acknowledged.

Property (including any improvements):

LOT 24B, BLOCK 2, COMAL HILLS, UNIT NO. 1, AN ADDITION TO COMAL COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 53-54, MAP AND PLAT RECORDS, COMAL COUNTY, TEXAS.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

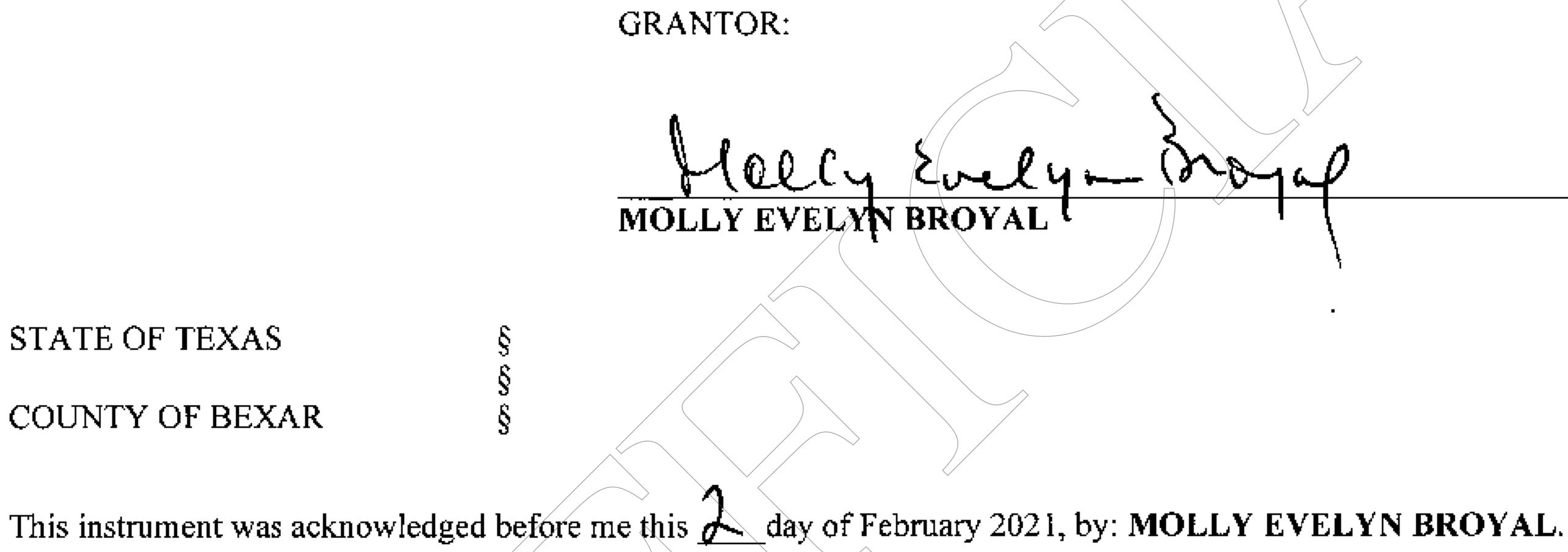
Any and all validly existing and recorded easements, rights-of-way, and prescriptive rights; all presently recorded and validly existing instruments, or matters apparent from those instruments, including reservations outstanding in parties other than Grantor, other than conveyances of the surface fee estate, that affect the Property; any discrepancies or conflicts in boundary lines; any encroachments or overlapping of improvements; and taxes for the current year and subsequent years, which Grantee assumes and agrees to pay and subsequent assessments for the current year and prior years, if any, due to change in land usage, ownership, or both, the payment which Grantee assumes.



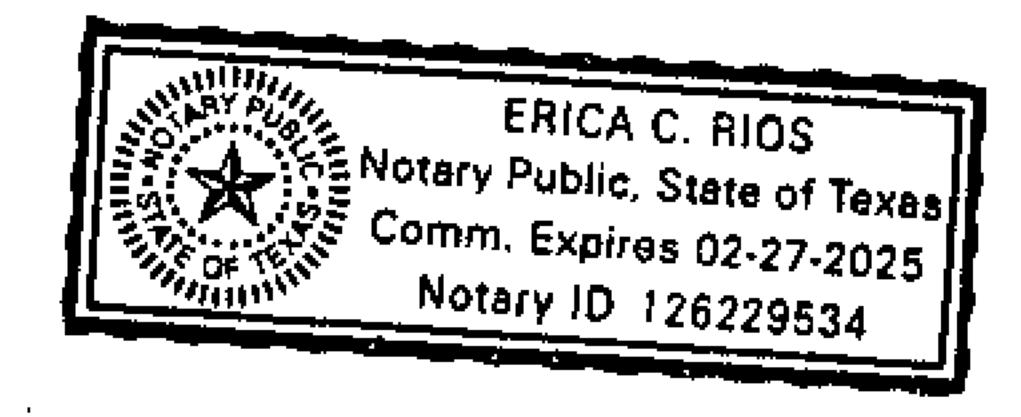
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee 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.

When the context requires, singular nouns and pronouns include the plural. This instrument may be executed in any number of multiple counterparts.

EXECUTED on the date(s) indicated in the below notary acknowledgment(s) and effective on the Effective Date.



Notary Public State of Texas



Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas

AFTER RECORDING RETURN TO: FRANCISCO ALVAREZ 2467 PUTER CREEK RD SPRING BRANCH, TX 78070

> 02/05/2021 02:15:52 PM TERRI 2 Pages(s) 202106007062





Block Creek Aerobic Services, LLC 444 A Old Hwy No 9 Comfort, TX 78013

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

To: Home Owner 2479 Puter Creek Rd Spring Branch, TX 78070 Permit #: 115958 Agency: Comal County County: Comal Mfr (Brand: Advantage Westwartsel II O. N. 1990		Printed:11/3/2023 Main Phone: Insp ID #:146604 Work: Cell Phone: Alt Cell: Customer ID: 8602 Contract Dates: 6/7/2023 - 6/7/2025 Scheduled Date: 10/7/2023 Inspection 1 of
Mfg / Brand: Advantage Wastewater LLC - Nu Wa Treatment Type: Aerobic Without ChlorineSystem S/N Disposal: Drip Emitters	ter : 60535	Installed: 5/9/2023 Warranty End: 5/9/2025 GPS Coordinates: Latitude: 29.9320732 Longitude: -98.4057652
Service Type: <u>Scheduled Inspectio</u> Visit Date: <u>11/3/2023</u> Time Method: <u>Grab</u> Technician: Christopher T Zigalo Maint. Provider: Rudy Carson		✓ This counts as a type of "Scheduled Inspection" Entered By: Christopher T Zigalo
Aerators: <u>Operational</u> Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u>	Sludge Levels For Tank 1: <u>2"</u> For Tank 2: <u>0"</u> For Tank 3: <u>0"</u>	
	Floats: <u>OP</u> Timer: <u>OP</u>	
Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u> Sprayfield Veg: <u>Operational</u>	Tank Lid / Riser: <u>Secure</u>	<u>əd</u>
Alarm: Operational		
Comments - Technician Secured the Tank Lid and/or Riser pr drip filed - Scum in pretreatment is 0"	ior to leaving location C	Service Completed Cleaned compressor filter - Cleaned drip filter and back flushed
		Site: 2479 Puter Creek Rd, Spring Branch, TX 78070
Provider: Rudy Carson	Technician:	Christopher T Zigalo
icense Info: MP0002036 Expires: 11/30/2025	License Info: N	IT0001878 Expires: 9/30/2026

Block Creek Aerobic Services, LLC

444 A Old Hwy No 9 Comfort, TX 78013

Printed:1/31/2024

Permit: 115958

Site: 2479 Puter Creek Rd, Spring Branch, TX 78070

2479 Puter Creek Rd Spring Branch, TX 78070					Agency: Comal Coun County: Com
System Info: <u>MFG: Advantage Waste</u> Treatment Type: <u>Aerobic Without Chlorin</u> Installed: <u>5/9/2023</u>		Drip Emitters		System S/N: <u>60535</u>	Customer ID: <u>8602</u> Insp ID: <u>153703</u>
Visit Date: <u>1/31/2024</u> Scheduled Date: <u>2/7/2024</u> Entered On: <u>1/31/2024</u> Visit Results	Sit Date:1/31/2024Entered By:Kaleb Hernandezuled Date:2/7/2024Time In:340Contract Starotered On:1/31/2024Time Out:350Contract End				<> GPS Lat: 29.9320732 GPS Long: -98.4057652
Service Type: <u>Scheduled Inspection 2 of 6</u> Count: <u>Inspection 2 of 6</u> Method: <u>Grab</u> Technician: <u>Kaleb Hernandez</u> Provider: <u>Rudy Carson</u>	Licer MTC	nse #)002671)002036	1.000	es /2027 80/2025	Service Completed
Aerators: <u>Operational</u> Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u> Chlorine Residual: <u>1</u>	Slud	ge Level Tank 1: ge Level Tank 2: ge Level Tank 3: g	0''		Turbidity: <u>Good</u>
Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u> Drip/Sprayfield Veg: <u>Operational</u>	ı	Air Filter: (Fank Lid / Riser: (Color: (Odor: (Secured		
Alarm: Operational					
Comments - Scum in pretreatment is 0" - Cleaned	compressor filter -	Technician Secur	ed the Ta	nk Lid and/or Riser p	rior to leaving location.
Provider: Rudy Carson			Technicia	an: Kaleb Hernandez	2
License: Number: MP0002036 Exp: 12	1/30/2025		Licen	se: Number: MT000	2671 Exp: 1/31/2027