



# ENGINEER'S OFFICE

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

Issued	This Date:	05/13/2025		Permit Number:	116720
Locatio	n Description:	670 SPIKE BUCH CANYON LAKE,			
		Subdivision: Unit: Lot: Block: Acreage:	Deer Meadows 4 235 na 0.0000		
Type of	System:	Aerobic Surface Irrigation			
Issued t	o:	Miguel Manzano			

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 charge 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 ENVIRONM ENVIRONMENTAL HEALTH COORDINATOR SAL HEALTH INSPECTOR 038255

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

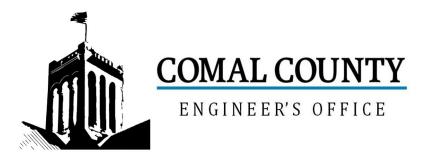
**Inspector Notes:** 

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:	116720
Issued This Date:	11/02/2023
This permit is hereby given to:	Miguel Manzano

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

# 670 SPIKE BUCK RUN CANYON LAKE, TX 78133

Subdivision:	Deer Meadows
Unit:	4
Lot:	235
Block:	na
Acreage:	0.0000

# 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 Comal County requirements.

Call (830) 608-2090 to schedule inspections.



# OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

Date Received Initials

Permit Number

116720

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.

Miguel Manzano Signature of Applicant

COMPLETE APPLICATION

Check No.

Receipt No.

09/28/2023

Date



Revised: September 2019

COMA	er's office			195 DAVID JONAS DR NEW BRAUNFELS, TX 78132 (830) 608-2090 WWW.CCEO.ORG
Date	a		Permit Number	116720
Owner Name	AGENT INFORMATION Miguel Manzano 29750 Spring Copper Bulverde TX, 78163 210.823.3477 hillcountryseptics@gmail.com Deer Meadows	Agent Address City, State, Zip Phone # Email	ι	tx 78070 tics@gmail.com
Subdivision Nam		U	nit 4 Lot	235 Block
Survey Name / A Address 670	Abstract Number Spike Buck Run	<sub>City</sub> Canyon		tx Zip 78133
Non-Single (Planning m Type of Fa Offices, Fa Restauran Hotel, Mot Travel Tra	g Ft of Living Area <u>1,499</u> Family Residential aterials must show adequate land area for doublin actories, Churches, Schools, Parks, Etc Ind ts, Lounges, Theaters - Indicate Number of S el, Hospital, Nursing Home - Indicate Numbe iler/RV Parks - Indicate Number of Spaces	licate Number Of Occu Seats r of Beds	upants	
Is any portion Yes X Source of Wate <b>4. SIGNATURE</b> By signing this app	t of Construction: \$ of the proposed OSSF located in the United S No (If yes, owner must provide approval from USAC er	States Army Corps of E for proposed OSSF impro	ovements within the USAC	CE flowage easement)

- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities..
- I understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Miguel Manzano Signature of Owner

09/28/2023 Date

COMAL COUNTY ENGINEER'S OFFICE ON-SITE SEWA	GE FACILITY APPLICATION	195 DAVID JONAS DR NEW BRAUNFELS, TX 78132 (830) 608-2090 <u>WWW.CCEO.ORG</u>
Planning Materials & Site Evaluation as Required Comple	eted By_Frank Oranday	
System Description aerobic treatment w/ surface		
Size of Septic System Required Based on Planning Mate	rials & Soil Evaluation	
Tank Size(s) (Gallons)	Absorption/Application Area (Sq Ft)	3,750 required
Gallons Per Day (As Per TCEQ Table III)240		
(Sites generating more than 5000 gallons per day are required t	to obtain a permit through TCEQ.)	
Is the property located over the Edwards Recharge Zone	? 🗌 Yes 🗙 No	
(If yes, the planning materials must be completed by a Registere	ed Sanitarian (R.S.) or Professional Engineer (P.E	.))
Is there an existing TCEQ approved WPAP for the proper	rty? 🗌 Yes 🗙 No	
(If yes, the R.S. or P.E. shall certify that the OSSF design compl	lies with all provisions of the existing WPAP.)	
If there is no existing WPAP, does the proposed developr	ment activity require a TCEQ approved WPAF	P? 🗌 Yes 🗙 No
(If yes, the R.S. or P.E. shall certify that the OSSF design will co be issued for the proposed OSSF until the proposed WPAP has		
Is the property located over the Edwards Contributing Zor	ne?XYes 🗌 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 compl	lies with all provisions of the existing CZP.)	
If there is no existing CZP, does the proposed developme	ent activity require a TCEQ approved CZP? [	Yes 🗙 No
(If yes, the R.S. or P.E. shall certify that the OSSF design will co issued for the proposed OSSF until the CZP has been approved	omply with all provisions of the proposed CZP. A F d by the appropriate regional office.)	Permit to Construct will not be
Is 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.

S S Signature of Designer

<u>09/28/2023</u> Date



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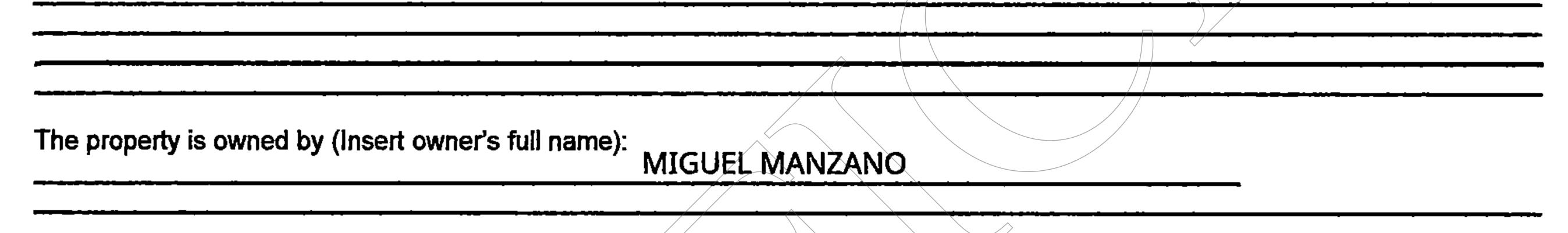
# **AFFIDAVIT TO THE PUBLIC**

# **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.

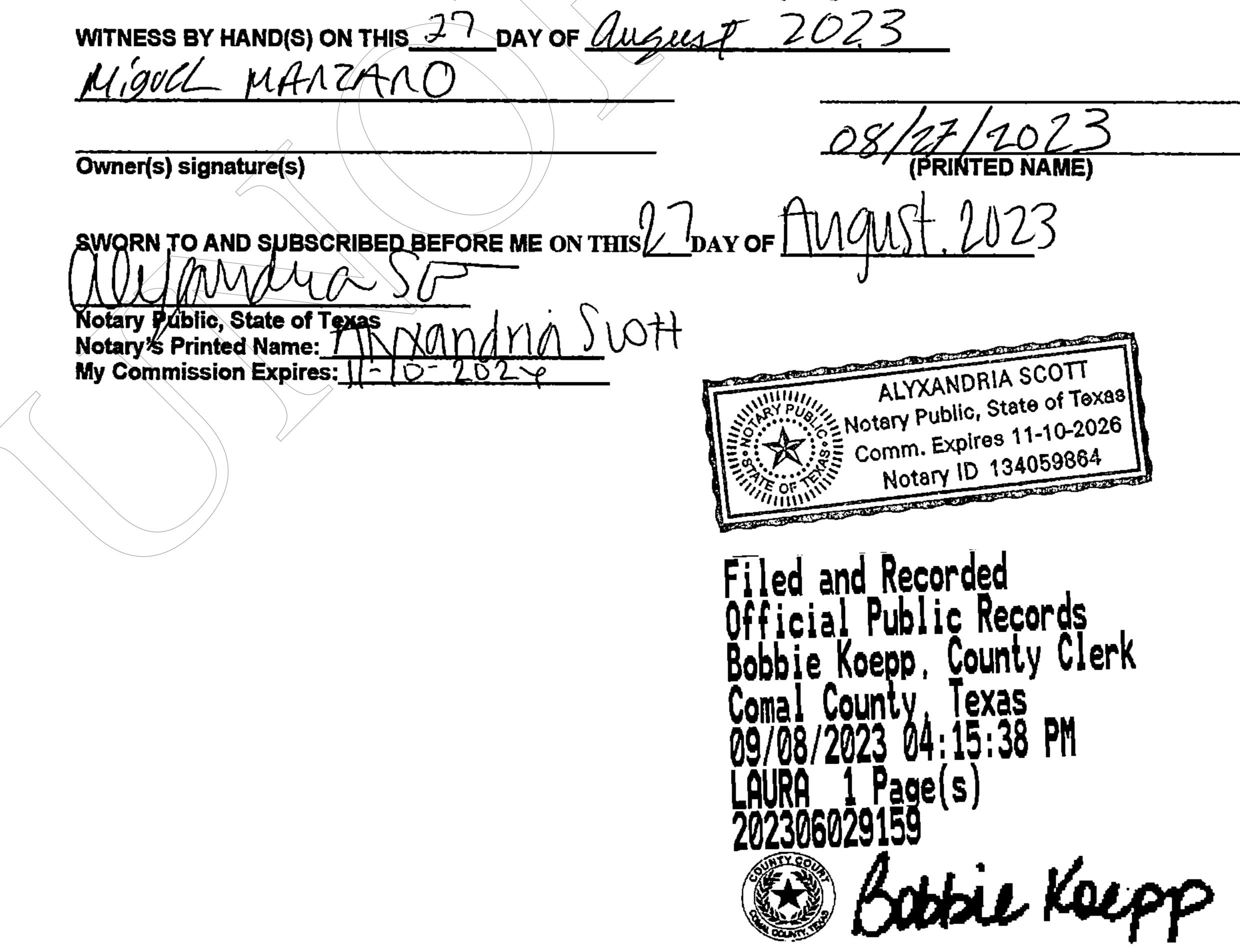
The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, give the commission primary responsibility for implementing the laws of the State 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): Lot 235, Deer Meadows phase 4



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

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





116720



# **Routine Maintenance and Inspection Agreement**

#### General

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between <u>Miguel Manzano</u> (referred to as "Client") and 311 Maintenance LLC (Frank Oranday MP0002506) (hereinafter referred to as "Contractor\*) (210) 823-3477. By this Agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein. This contract will provide for all required inspections, testing and service for your Aerobic Treatment System. The effective date of the initial maintenance contract shall be the date the License to Operate is issued. This contract will be in effect FROM: <u>LTO</u> <u>TO: 2 Years</u>. The policy will include the following:

- 1. 3 inspections a year/services calls (at least one every 4 months), for a total of 6 over the two year period including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, and diffuser operation. Any alarm situation affecting the proper function of the Aerobic process will be addressed within a 48-hour time Frame. Repair work on non-warranty parts will include price for parts & labor. The prices will be quoted before work is performed.
- An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
- If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.
- The customer is responsible for the chlorine tablets; they must be filled before or during the service visit.
- Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, and County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will be covered by this policy.

The Homeowners Manual must be strictly followed or warranties are subject to invalidation. Pumping of sludge build-up is not covered by this policy and will result in additional charges.

## 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 the above described Services. The contractor may access the System components including the tanks by means of excavation for the purpose of



evaluations if necessary. Soil Is to be replaced with the excavated material as best as possible. If dogs or pets are not brought indoors during service, there will be a penalty fee for rescheduling.

#### **Termination of Agreement**

Either party may terminate this agreement within ten days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this Agreement is so terminated, the Contractor will immediately notify the appropriate health authority of the termination.

#### **Limit of Liability**

The Contractor shall not be held accountable for indirect, consequential, incidental, or punitive damages, regardless of whether the basis is contractual, tortious, or any other legal theory. Furthermore, under no circumstances shall the Contractor's responsibility for direct damages surpass the total price specified for the services outlined in this Agreement.

#### 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 valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### Renewal

A renewal service contract should be activated before expiration (2 years) of existing contract. We will contact property owner prior to expiration of existing contract.

## OWNER

Miguel Manzano

Name

670 Spike Buck Run

Address

Canyon Lake TX 78133 City, State

432.664.7888

Phone

Miguel Manzano Signature of Home Owner

Signature of Service Provider and License #

EFFECTIVE DATE: LTO EXPIRED DATE: 2 Years INSTALLED: Model #: Blower/Panel Serial #:

## SERVICE PROVIDER

311 Maintenance Name

5355 FM 311 Address

New Braunfels. TX City, State

(210) 823-3477 Phone



**OSSF SOIL EVALUATION REPORT** 

Date: 9/19/2023 Applicant Information: Name: Rodney Petithomme Miguel Manzano

Address: 670 Spike Buck Run

City, State, & Zip Code: Canyon Lake TX

**Phone:** 210.510.8996

**Email:** 

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

Phone: 210.510.8996

Email: frankoranday@gmail.com

**Installer Information:** 

Name: Frank Oranday Company: Address City, State, & Zip: Email: Phone:

**Additional Info: Comal County** 

Depth	Texture Class	Soil Texture	<b>Structure</b> (for Class III- blocky, platy or massive)	Drainage	Restrictive Horizon	Observation
Soil Boring #1 10"	Ш	0-10" Clay Loam 10"+ limestone	Blocky	<30% gravel		Bedrock
Soil Boring #2 10"	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 License No.: OS-0035274 Exp: 3/31/2026 TDH: 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 670 Spike Buck Run, Canyon Lake TX To Brenda/Brandon:

I am requesting a variance for the placement of the spray disposal area over 10 feet from the property line in accordance with TCEQ rules Chapter 285 Table X, but less than 20' that Comal County regulations require, because of limited space available.

Equivalent protection will be maintained by including a battery backup to the timer clock to assure that spray will only occur during predawn hours. In my professional opinion, this variance will not pose a threat to the environment or public health or cause an inconvenience to neighbors.

Sincerely,

Frank Oranday R.S.



AEROBIC TREATMENT- spray SYSTEM SITE ADDRESS: 670 Spike Buck Run

# 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.

- Disturbance of natural landscape over spray application area during installation phase shall be re-established with the same vegetation prior to system start-up
- any exposed rock will be removed from the spray area
- overseeding the application area where natural landscape has been disturbed will be utilized to maximize water uptake

Frank Oranday R.S.

Frank Oranday 10/25/2023

# DESIGN SPECIFICATIONS 670 Spike Buck Run Canyon Lake, TEXAS

Application Rate (Ra): .064

OSSF is designed for: 3 BR home (1,499 Sq. Ft.)

Wastewater Usage: 240 gal./day

An aerobic treatment system/ with surface spray disposal is to be utilized based on the site evaluation

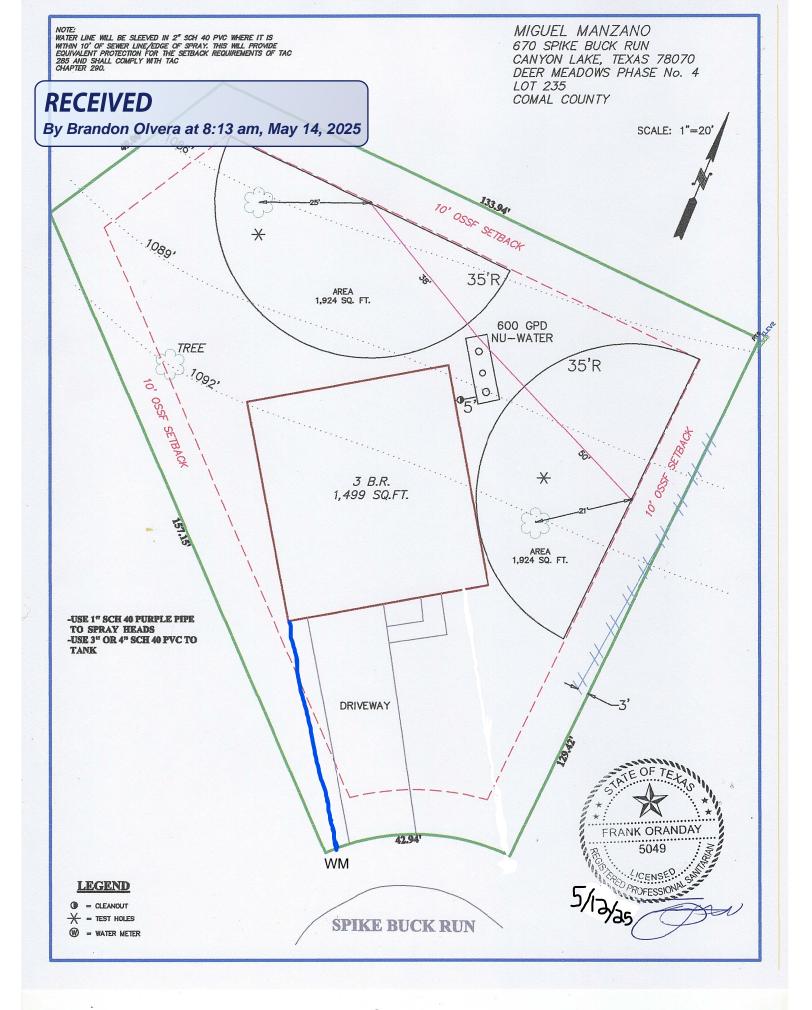
3,750 sq. ft. absorptive area required 600-gpd aerobic tank required

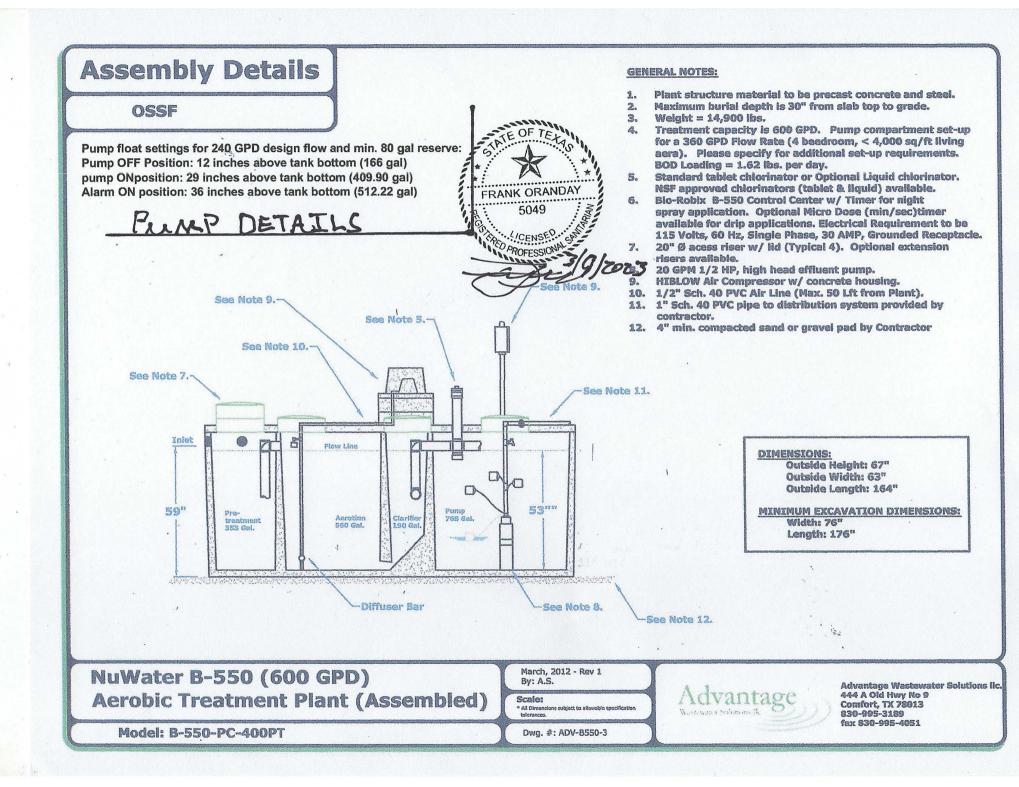
Calculations: Absorption Area: Q/Ra= 240 gpd/.064 = 3,750 sq. ft required

## Frank Oranday, R.S.

Signature:









Permit/License Number
Customer Miguel Manzano
Site Address 670 Spike Buck Run
City Canyon Lake Zip
Mailing Address
County COMAL Map #
Phone
Email hillcountryseptics@gmail.com

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Miguel Manzano (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. Af all outstanding charges, any remaining monies from prepayment for services will be refunded to custom days of termination of this Agreement. Either party notify in writing the equipment manufacturer and the terminating this Agreement for any reason, including appropriate regulatory agency a minimum of thirty ate 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.

N. M.





#### 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 of onditioning equipment from entering the OSSF.

h. Prevent the condensation from hydraulically overloading the aerobic treatment **VOID** is 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.



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#### THIS INDEMNITIFCATION APPLIES **HABILITIES 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 Indemnitee; or, (2) the willful misconduct of such Indemnitee. Upon irrevocable acceptance of this Indemnification obligation, Customer, in its sole discretion, shall select and pay counsel to defend Indemnitees of and from any action that is subject to this Indemnification provision. Indemnitees hereby covenant not to compromise or settle any claim or cause of action for which Customer has provided Indemnification without the consent of Customer.

#### XII. Severability:

If any provision of the "Proposal and Contract" shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the "Agreement" is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### XIII. Fee for Services:

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

#### XIV. Payment:

Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a \$29.00 late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s). Contractor may terminate contract at any time for nonpayment for services. Any check returned to Contractor for any reason will be assessed a \$30.00 return check fee.

#### XV. Application or Transfer of payment:

The fees paid for this agreement may be tra

transferable. Customer shall advise the subsequent

agreement authorizing Contractor to perform the here



property owner(s); however, this Agreement is not e State requirement that they sign a replacement , and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's offices within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligation arising from this Agreement including late fees or penalties, return check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of

#### 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.

funds in this manner may cause a reduction in the termination date of effective coverage per this Agreement. See Section IV.

into Sidustick

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

Miguel Manzano 09/28/2023 Customer Signature Date





BS

Customer's Initials

Contractor's Initials

# AEROBIC TREATMENT- spray SYSTEM SITE ADDRESS: 670 Spike Buck Run

# LANSCAPING/ VEGETATION PLAN:

# The site of installation consists of a suitable topography for the proposed system, and for thermore is comprised or cedar trees and low-level grass plants. Disturbance of natural landscape over spray application area during installation phase shall be re-established with the same vegetation prior to system start-up. any exposed rock will be removed from the spray area

# Olvera, Brandon

From:	Olvera, Brandon
Sent:	Monday, October 30, 2023 9:38 AM
То:	Maria Oranday
Subject:	RE: 116720

Good Morning,

ve you purposing grass seed or sod?

Thank You,

Brandon Olvera | Designated Representative OS0034792 | Comal County | www.cceo.org

195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078 | e: olverb@co.comal.tx.us

# Olvera, Brandon

a,Brandon
day, October 19, 2023 8:43 AM
Intryseptics@gmail.com
Intryseptics@gmail.com
0

RE: 670 Spike Buck Run

Deer Meadows 4

Lot 235

Property Owner & Agent,

We received planning materials for the referenced permit application and found those planning materials to be deficient. To continue processing this permit, we need the following:

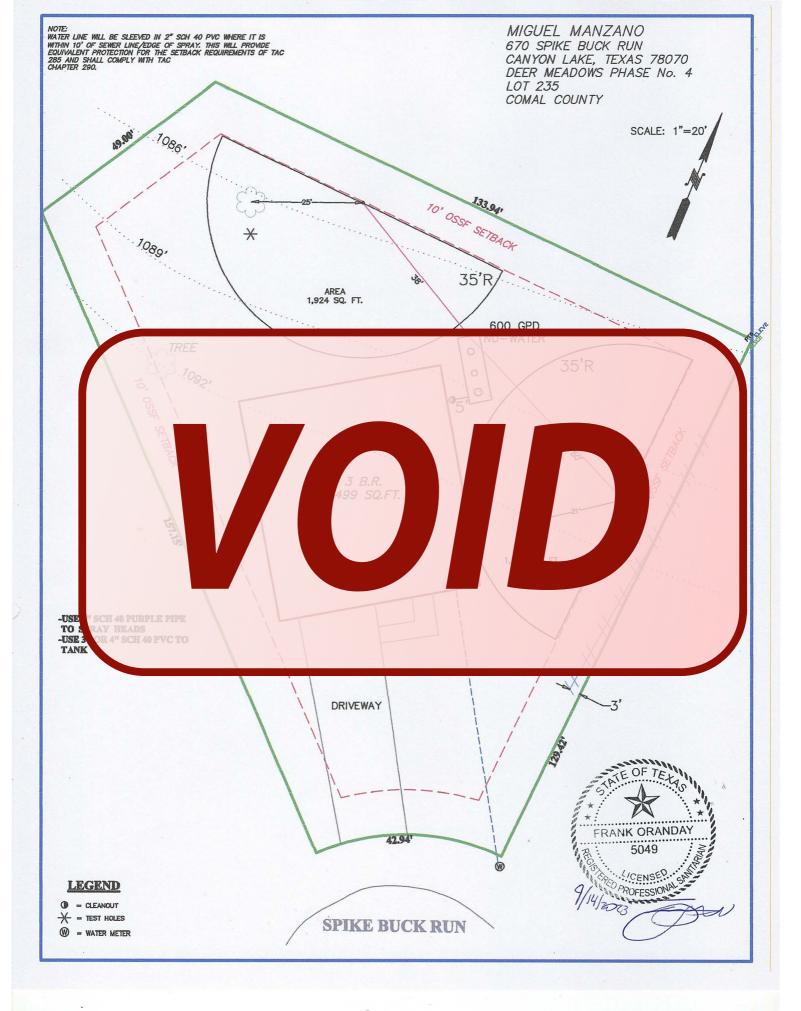
Landscaping plan needs to meet the minimum requirements of 285.33(d)(2)(F)

2. Revise accordingly and resubmit.

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

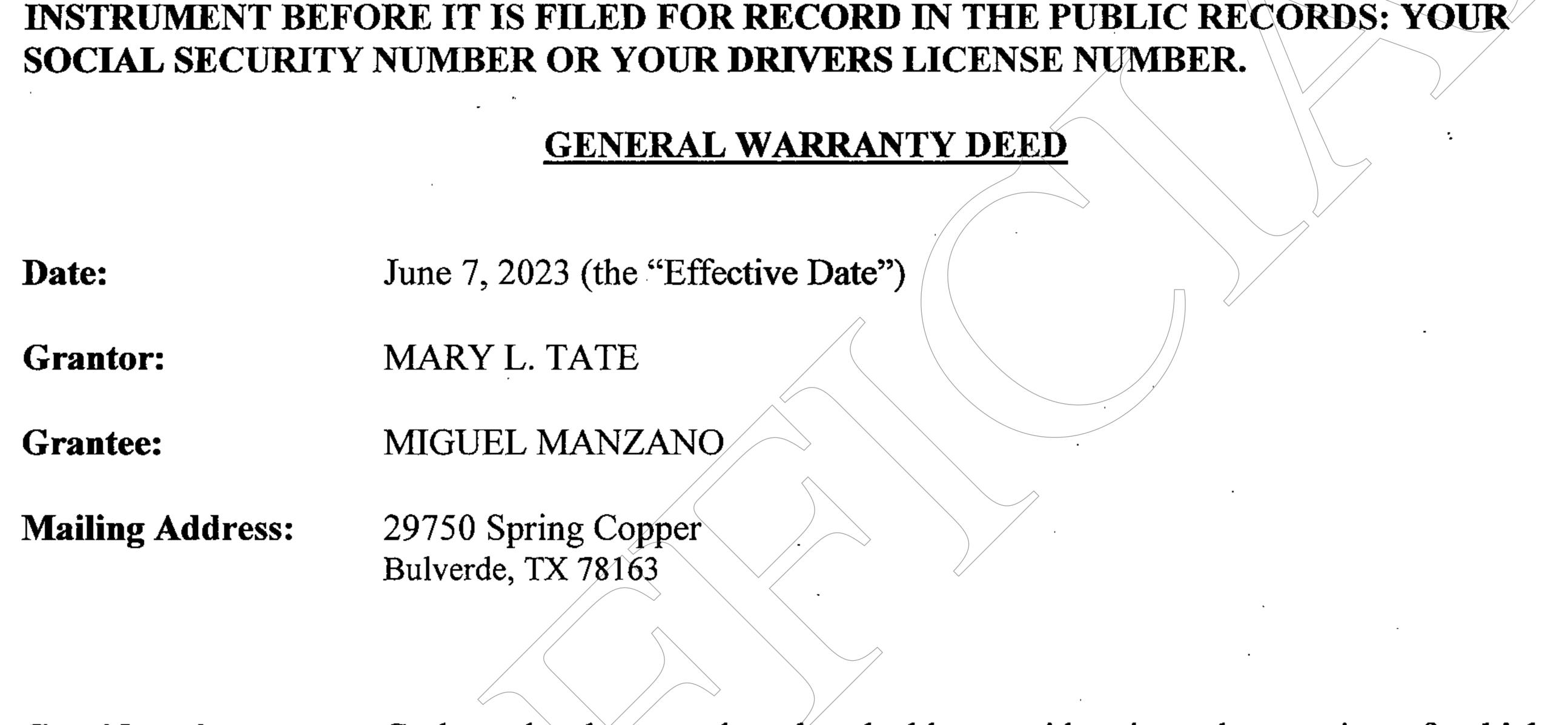
Thank You,

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



# *CTC-43002923305221-SAN* **NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS**

202306018152 06/08/2023 11:45:23 AM 1/3



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

**Property (including any improvements):** 

LOT 235, DEER MEADOWS PHASE FOUR, A SUBDIVISION IN COMAL COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7, PAGE 24, MAP AND PLAT RECORDS OF 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.

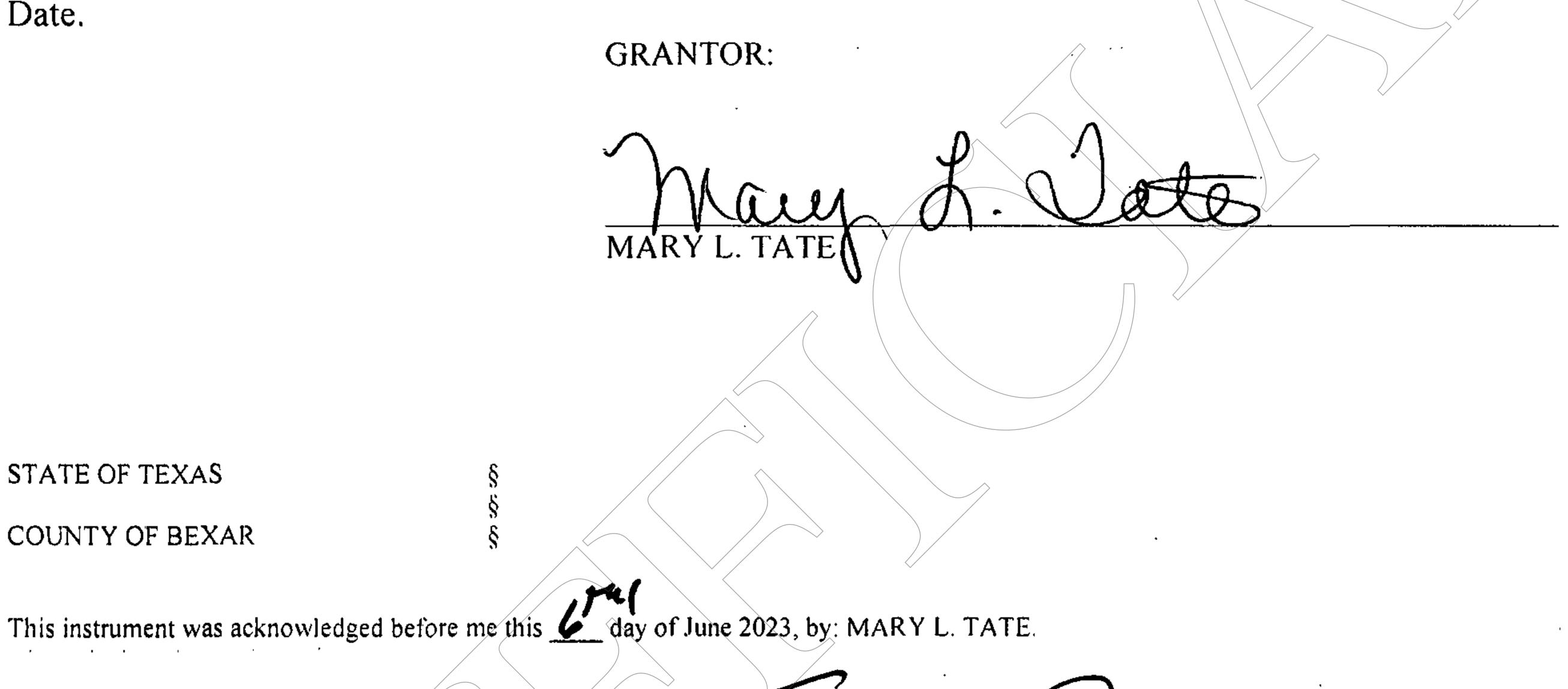
Page 1 to the second se

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





1997 - B. 1997 - B. 1997

Notary Rublic, State of Texas COLOR DE COLOR SCOTT A. NATTINGER Motary Public, State of Texas Comm. Expires 02-08-2025 Notary ID 129300790 The second s AFTER RECORDING RETURN TO: MIGUEL MANZANO SPEINSCOR

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This page has been added by the submitter for the Comal County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the

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Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 06/08/2023 11:45:23 AM TERRI 3 Pages(s) 202306018152





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Uppair

WASTEWATER TREATMENT FACILITYY MONITORING AGREEMENT

Regulatory Authority	Permit/License Number 116720
Block Creek Aerobic Services, LLC	Customer Miguel Manzano
444 A Old Hwy #9	Site Address 670 Spike Buck Run
Comfort, TX 78013	City Canyon Lake Zip
Off. (830) 995-3189	Mailing Address
Fax. (830) 995-4051	County COMAL Map #
	Phone
	Email hillcountryseptics@gmail.com

**L General**: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Miguel Manzano (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, Acration 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-cight (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.

N.M.

BS

Customer's Initials



Contractor's Initials