

Comal County Environmental Health OSSF Inspection Sheet

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	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials		285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)				
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards		285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)		285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot		285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)		285.32(a)(5)				
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(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)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

Inspector Notes:

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1) (E)285.91(2)285.32(b)(1) (F)285.32(b)(1)(E) (iii)285.32(b)(1)(E)(ii) (II)285.32(b)(1)(E)(ii) (I)285.32(b)(1)(E) (i)285.32(b)(1) (D)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)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	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 provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed						
15	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 Drip Irrigation		285.33(c)(3)(A)-(F)				

**Comal County Environmental Health
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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.						
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
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						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	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)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)				
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed		285.33(d)(2)(G) (i)285.33(d)(2) (A)285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed						
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 117052
Issued This Date: 01/30/2024
This permit is hereby given to: Donald Moser and Brandi Moser

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

431 STENEN DR
CANYON LAKE, TX 78133

Subdivision: Emerald Valley
Unit: -
Lot: 74E
Block: -
Acreage: 0.6400

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 11:16 am, Jan 08, 2024



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

		117052
<i>Date Received</i>	<i>Initials</i>	<i>Permit Number</i>

Instructions:

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

OSSF Permit

- Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.
- Required Permit Fee - See Attached Fee Schedule
- Copy of Recorded Deed
- Surface Application/Aerobic Treatment System
 - Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public
 - Signed Maintenance Contract with Effective Date as Issuance of License to Operate

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

Dwayne Moser Brandi Moser
Signature of Applicant

1-4-2024 *1-4-2024*
Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION
(Missing Items, Circled, Application Refused)

RECEIVED

By Kathy Griffin at 11:16 am, Jan 08, 2024



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEQ.ORG

Date _____

Permit Number 117052

1. APPLICANT / AGENT INFORMATION

Owner Name Donald D. Moser and Brandi Moser
Mailing Address 135 Jeanette Circle
City, State, Zip Canyon Lake, TX 78133
Phone # _____
Email _____

Agent Name Doug Dowlearn R.S.
Agent Address 703 Oak Dr.
City, State, Zip Blanco, TX 78606
Phone # 210-878-8100
Email TXSEPTIC@GMAIL.COM

2. LOCATION

Subdivision Name Emerald Valley Unit _____ Lot 74E Block _____
Survey Name / Abstract Number _____ Acreage .6420
Address 431 Stenen Dr City Canyon Lake State TX Zip 78133

3. TYPE OF DEVELOPMENT

Single Family Residential

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

Number of Bedrooms 3

Indicate Sq Ft of Living Area 1560

Non-Single Family Residential

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

Type of Facility _____

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

Restaurants, Lounges, Theaters - Indicate Number of Seats _____

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

Travel Trailer/RV Parks - Indicate Number of Spaces _____

Miscellaneous _____

Estimated Cost of Construction: \$ 30,000.00 (Structure Only)

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

Yes No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water Public Private Well Rainwater

4. SIGNATURE OF OWNER

By signing this application, I certify that:

- The completed application and all additional information submitted does not contain any false information and does not conceal any material facts. I certify that I am the property owner or I possess the appropriate land rights necessary to make the permitted improvements on said property.
- 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.

Donald D. Moser Brandi Moser
Signature of Owner

1-4-2024 142024
Date

***** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH *****
APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Planning Materials & Site Evaluation as Required Completed By Doug Dowlearn R.S.

System Description Aerobic with drip irrigation disposal

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

Tank Size(s) (Gallons) 600 Absorption/Application Area (Sq Ft) 1200

Gallons Per Day (As Per TCEQ Table III) 240

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

Is the property located over the Edwards Recharge Zone? Yes No

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

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

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

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

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

Is the property located over the Edwards Contributing Zone? Yes No

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

(If yes, the P.E. or R.S. shall certify that the OSSF design complies 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 issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

Is this property within an incorporated city? Yes No

If yes, indicate the city: _____

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

1/8/2024

Date

**COUNTY OF COMAL
STATE OF TEXAS**

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):

EMERALD VALLEY, LOT 74E

The property is owned by (insert owner's full name):

Donald D. Moser and Brandi Moser

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.

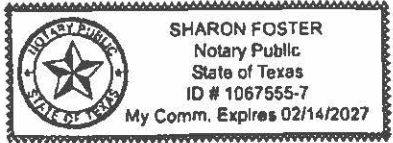
WITNESS BY HAND(S) ON THIS 4 DAY OF JANUARY, 2024

Donald D. Moser
Brandi Moser
Owner(s) signature(s)

Donald D. Moser
Brandi Moser
(PRINTED NAME) / TITLE

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 4 DAY OF JANUARY, 2024

Sharon Foster
Notary Public, State of Texas
Notary's Printed Name: Sharon Foster
My Commission Expires: 2-14-27



**Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
01/05/2024 09:45:15 AM
CHRISTY 1 Pages(s)
202406000425**



WASTEWATER TREATMENT FACILITY MAINTENANCE AGREEMENT

Regulatory Authority _____

Tyler Mason
A&R Construction LLC &
Cisco Septic Service
(830) 837-0050
(210) 598-9090

Permit/License Number _____

Customer Donald and Brandi Moser

Site Address 431 Stenen Dr

City Canyon Lake Zip 78133

Mailing Address _____

County Comal Map # _____

Phone _____

Email _____

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between **Donald and Brandi Moser** (hereinafter referred to as "Customer") and A&R Construction, LLC & Cisco Septic Service. By this agreement, A&R Construction, LLC & Cisco Septic Service 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 County issue of License to Operate (LTO) and ends on _____ (two (2) years thereafter). 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:

- 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 comprised of items required as per the manufacturer, the controlling regulatory board, and deemed by the Contractor as necessary for proper OSSF operation.
- Provide a written record of visits to the site.
- 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 within two (2) business days after said notification.
- Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only)
- Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

V. Disinfection:

Customer Responsible. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer.


Customer's Initials


Contractor's Initials

_____ Contractor Responsible. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Contractor.

_____ Not Required. The installed septic system does not require disinfection.

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. 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 all 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, abide by the conditions and limitations of that license, and all requirements for an 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 Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.
- e. Provide, upon request by Contractor, water usage records for 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 needed to diagnosis an issue. 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 Contractor, at Customer's expense.
- j. Maintain site drainage to prevent adverse effects on the OSSF.
- k. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.

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 Customer's 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.


Customer's Initials


Contractor's Initials

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


XV. Application or Transfer of payment:

The fees paid for this agreement may be transferred to subsequent property owner(s); however, this Agreement is not transferable. Customer shall advise the subsequent property owner(s) of the State requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's offices within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligation arising from this Agreement including late fees or penalties, return check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this Agreement. See Section III.

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.

Brandi Moser 1-4-2024
Dwaine Moser 1-4-2024
Customer Signature Date


A&R Construction LLC / Cisco Septic Service
Tyler Mason
Contractor
MP#0002228


Customer's Initials


Contractor's Initials

Date: 1/8/2024
Applicant Information:
Name: Donald and Brandi Moser
Address: 135 Jeanette Circle
City, State & Zip Code: Canyon Lake, TX 78133
Phone:
Email:

Site Evaluator Information:
Name: Douglas R. Dowlearn
Company: D.A.D. Services, Inc.
Address: 703 Oak Drive
City, State & Zip: Blanco, TX 78606
Phone: (210)240-2101 **Fax:** (866)260-7687
Email: txseptic@gmail.com

Property Location:
Subdivision: Emerald Valley Lot: 74E
Street/Road Address: 431 Stenen Dr
City: Canyon Lake **Zip:** 78133
Additional Info: Comal County

Installer Information:
Name:
Company:
Address:
City, State & Zip:
Phone: **Fax:**

Depth	Texture Class	Soil Texture	Structure (For Class III – blocky, platy or massive)	Drainage (Mottles/Water Table)	Restrictive Horizon	Observation
Soil Boring #1 60"	III	0-14 Clay Loam 14"+ Limestone	Blocky	<60% Gravel	14"+ Limestone	NONE
Soil Boring #2 60"		Same as above				

DESIGN SPECIFICATIONS

Application Rate (RA): 0.2
 OSSF is designed for: 3 Bedroom 1560 Sq. Ft Residence
 240 Gallons per day required
 An aerobic treatment/drip disposal system is to be utilized based on the site evaluation.
 1200 sq. ft. disposal area required
 600 gallon/day aerobic tank required
 Calculations: Absorption Area: $Q/RA = 240/0.2 = 1200$ Sq. Ft.

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: Douglas R. Dowlearn, R.S.
Signature:

License No. OS9902 – Exp. 6/30/2026
TDH: #2432 – Exp. 2/28/2025

Comments

Add Comment Sort ▲

▶ **JCONNOR** **01/25/2024 1:33 PM**

Steep slope. Matches design parameters

Close











RECEIVED

By Brandon Olvera at 10:10 am, Feb 10, 2025

D.A.D SERVICES, INC.

DOUG DOWLEARN
PO BOX 212, BULVERDE, TX 78163

Designed for:

Moser Donald D & Brandi L

The installation site is on lot 74E of the Emerald Valley Subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 3 Bedroom (1560 sq. ft.) residence. The proposed method of wastewater treatment is aerobic treatment with drip irrigation. This method was chosen because of unsuitable soil conditions.

PROPOSED SYSTEM:

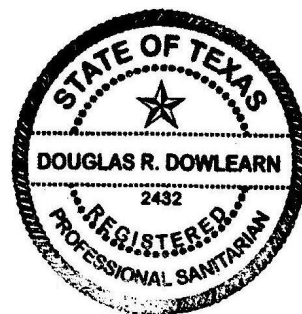
A 3" or 4" PVC pipe will discharge from the structure to a NuWater B-550 aerobic treatment plant, containing a 353 gallon pre-treatment tank, a 600 gpd aerobic treatment plant, and a 768 gallon pump tank equipped with a 20 gpm submersible pump. The pump is activated by a time controller allowing the distribution 8 times per day with a 10 minute run time per dose, with float switches 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 micron, 140 mesh disc filter, then through a 1" SCH-40 manifold to a 600 L.F. drip tubing field, with drip lines set approximately two feet apart with 0.61 gph emitters set every two feet, as per the attached schematic. A threaded union will be installed in the pump tank on the supply manifold to the drip field, and a pressure regulator will be installed on the supply manifold to maintain a pressure of 30 psi. A 1" SCH-40 return line is installed to continuously flush the system back to the pump tank. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. The placement of the drip tubing will be on soil that has been scarified, and enough class II soil will be added so that there is 12" of soil under the drip tubing. The tubing will be covered with 6" of Class II soil.

DESIGN SPECIFICATIONS:

- Daily Waste Flow: 240 gpd
- Application rate: 0.2
- Application area required: $240/0.2 = 1200$ ft. sq.
- Application area utilized: 1200 sq. ft.
- Pump tank reserve capacity: 80 gal minimum

SYSTEM COMPONENTS:

- SCH 40 PVC sewer line
- NuWater B-550
 - 353 gallon pre treatment tank
 - 600 gpd aerobic treatment plant
 - 768 gallon pump tank with timed controls
 - C1 Series, 20Xgpm - 0.5hp/115V, Model No. 20C1X-05P4-2W115 (or equivalent)
- 1" purple PVC supply line
- 30 PSI pressure regulator - Model PMR30MF
- Netafim Bioline Drip tubing



Douglas R. Dowlearn

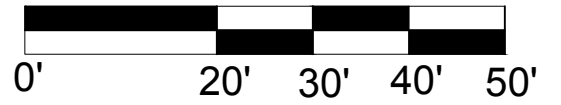
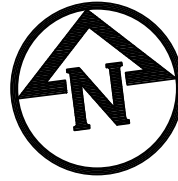
LANDSCAPING:

The native vegetation in the distribution area should consist of low level shrubs, plains grass, bluestem or bermuda. The entire area of the drip disposal must be covered with a ground cover such as grass seed or sod prior to the final inspection.

RECEIVED

By Brandon Olvera at 10:10 am, Feb 10, 2025

MOSER DONALD D & BRANDI L
431 STENEN DRIVE
CANYON LAKE, TX 78133
EMERALD VALLEY, LOT 74E
COMAL COUNTY



SCALE 1" = 20'
PRINT SIZE: 11" X 17"

302.25'

99.99'

1050'

1055'

1060'

1065'

281.54'

1070'

1075'

600 L.F. OF DRIP TUBING SPACED 2' APART.
12 ROWS @ 50 L.F. EACH

NOTES:

- USE 3" OR 4" SCH 40 SEWER PIPE TO CONNECT STRUCTURE TO TANK.
- CLEANOUT WITHIN 3' OF STRUCTURE.
- SEWER PIPE CONNECTING THE STRUCTURE TO THE TANK MUST HAVE AT MINIMUM 1/8" FALL PER 1'.
- INSTALL 1" VACUUM BREAKERS AT HIGHEST POINTS ON SUPPLY AND FLUSH LINES.
- TANK TO BE > 5' FROM STRUCTURES. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285.
- TANK WILL BE WATER TIGHT AND MANUFACTURED ACCORDING TO ASTM DESIGNATION: C 1227.
- DRAINFIELD SHALL BE GREATER THAN 100' FROM PRIVATE WELLS, AND GREATER THAN 150' FROM PUBLIC WELLS. VERIFY WELL LOCATION(S) ON SITE.
- CLEAR SURFACE ROCK AND BOULDERS FROM DRAINFIELD AREA, AND ENSURE THAT THERE IS AT MINIMUM 12" OF SUITABLE SOIL BETWEEN THE BOTTOM OF THE DRIP LINES, AND THE RESTRICTIVE HORIZON. CLASS II SOIL MAY NEED TO BE IMPORTED IN ORDER TO MAINTAIN THE MINIMUM 12" OF SOIL BETWEEN THE BOTTOM OF THE DRIP LINES AND RESTRICTIVE HORIZON.

KEY

- - TWO WAY CLEANOUT
- - 1" VACUUM BREAKER
- - SUPPLY LINE
- - FLUSH LINE
- - SUPPLY LINE CONNECTION
- - FLUSH LINE CONNECTION
- - - - PROPOSED WATER LINE (VERIFY LOCATION ON SITE)
- * - TEST HOLE
- ⊙ ⊙ ⊙ - 600 GPD AEROBIC TREATMENT UNIT
- ▭ - DRIVE/WALKWAY

≈ 28% SLOPE

3 BR HOUSE
1560 SF
(240 GPD)

5'

6'

96.11'

STENEN DRIVE

1' OFFSET FROM UTILITY EASEMENT

5' UTILITY EASEMENT



Douglas R. Dowlearn

Assembly Details

OSSF

37" - 53" - RESERVE - 231.84 GAL
 12" - 37" - PUMP ON TO ALARM ON - 362.25 GAL
 10" - 12" - PUMP OFF TO PUMP ON - 28.89 GAL
 0 - 10" - SUMP - 144.9 GAL

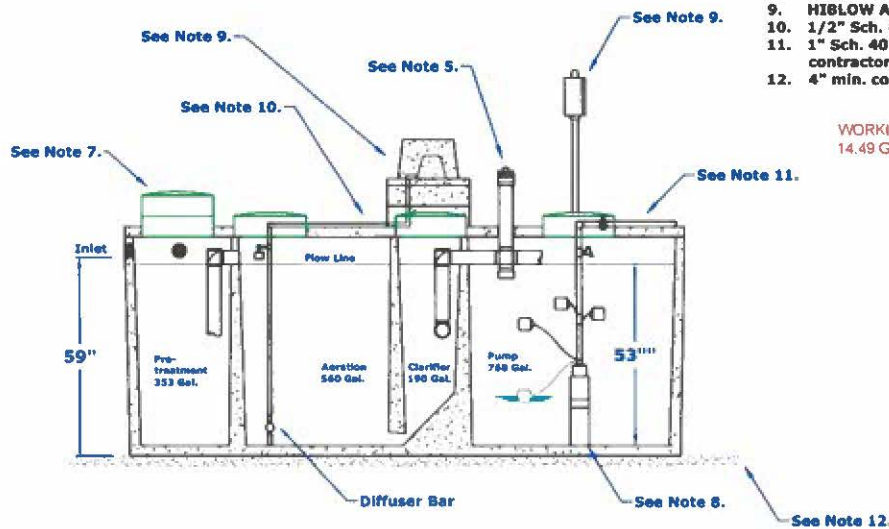
NOTE: SET ON A TIMER TO DOSE 8 TIMES PER DAY AT 10 MINUTES PER DOSE.



Douglas R. Dowlearn

GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Maximum burial depth is 30" from slab top to grade.
3. Weight = 14,900 lbs.
4. Treatment capacity is 600 GPD. Pump compartment set-up for a 360 GPD Flow Rate (4 bedroom, < 4,000 sq/ft living area). Please specify for additional set-up requirements. BOD Loading = 1.62 lbs. per day.
5. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
6. Bio-Robix B-550 Control Center w/ Timer for night spray application. Optional Micro Dose (min/sec) timer available for drip applications. Electrical Requirement to be 115 Volts, 60 Hz, Single Phase, 30 AMP, Grounded Receptacle.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. HIBLOW Air Compressor w/ concrete housing.
10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.
12. 4" min. compacted sand or gravel pad by Contractor



WORKING LEVEL = 53"
 14.49 GAL/INCH

DIMENSIONS:

Outside Height: 67"
 Outside Width: 63"
 Outside Length: 164"

MINIMUM EXCAVATION DIMENSIONS:

Width: 76"
 Length: 176"

NuWater B-550 (600 GPD) Aerobic Treatment Plant (Assembled)

Model: B-550-PC-400PT

March, 2012 - Rev 1
 By: A.S.

Scale:
 * All Dimensions subject to alternate specifications
 otherwise.

Dwg. #: ADV-8550-3



Advantage Wastewater Solutions LLC
 444 A Old Hwy No 9
 Comfort, TX 78013
 830-995-3189
 fax 830-995-4051



C1 SERIES

CISTERN PUMPS

Designed for use in gray water / filtered effluent service applications, the C1 Series cistern pump provides high performance and long life in less than ideal water conditions. The C1 Series pump is able to pass solids up to 1/8" without having a negative effect on the internal hydraulic components.

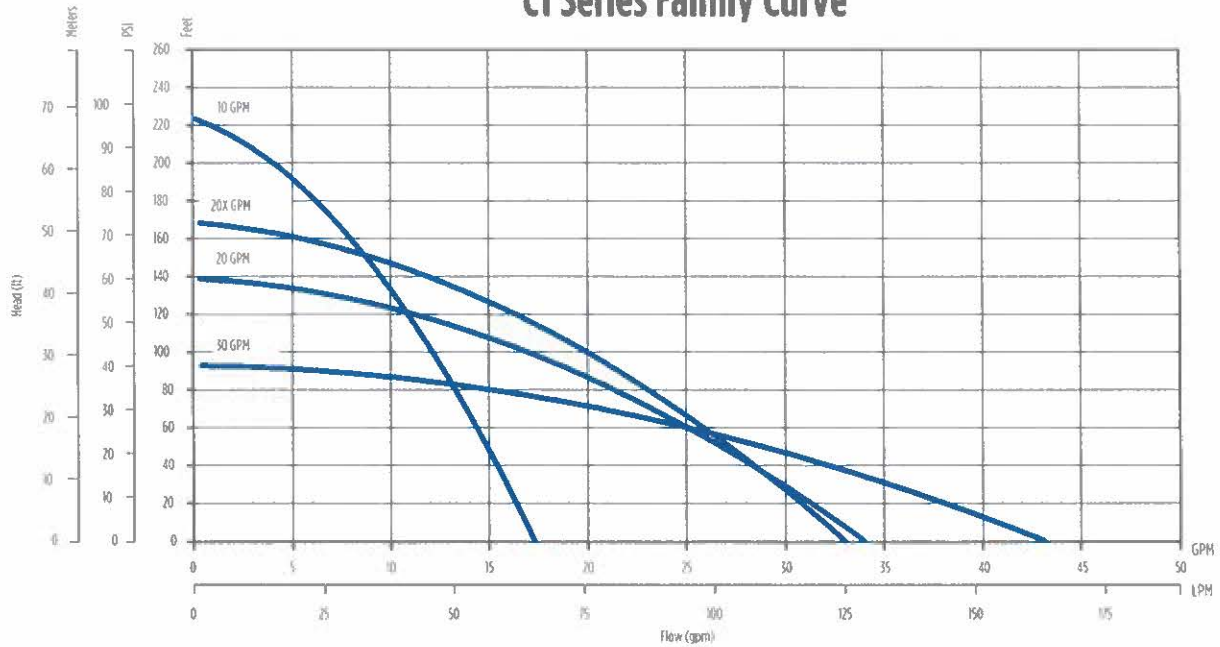
The pump's unique bottom suction design allows for maximum fluid drawdown without compromising durability or overall life, and it does not require the use of a flow induction sleeve. Intended specifically for use in a cistern or tank, C1 Series pumps are suitable for use in agricultural, residential, and commercial installations.



Franklin Electric

franklinwater.com

C1 Series Family Curve



FEATURES

- Supplied with a removable 5" base for secure and reliable mounting
- Bottom suction design
- Robust thermoplastic discharge head design resists breakage during installation and operation
- Single shell housing design provides a compact unit while ensuring cool and quiet operation
- Hydraulic components molded from high quality engineered thermoplastics
- Optimized hydraulic design allows for increased performance and decreased power usage
- All metal components are made of high grade stainless steel for corrosion resistance
- Available with a high quality 115 V or 230 V, 1/2 hp motor
- Fluid flows of 10, 20, and 30 gpm, with a max shut-off pressure of over 100 psi
- Heavy duty 600 V 10 foot SJ00W jacketed lead

APPLICATIONS

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

ORDERING INFORMATION

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

Note: All units have 10 foot long SJ00W leads.



Olvera,Brandon

From: Olvera,Brandon
Sent: Wednesday, January 24, 2024 3:43 PM
To: Lauren Dowlearn
Subject: 117052



RE: 431 Steten Dr.

Emerald Valley

Lot 74E

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:

-  Our office will be conducting a site visit on 1-25-2024.
-  Provide the mentioned variance request.
- 3. Revise accordingly and resubmit.

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

Thank You,

Note: Beginning January 1, 2024 our reinspection fees will be changing to \$150.00. Permit fee includes 3 inspections, \$150 each additional inspection

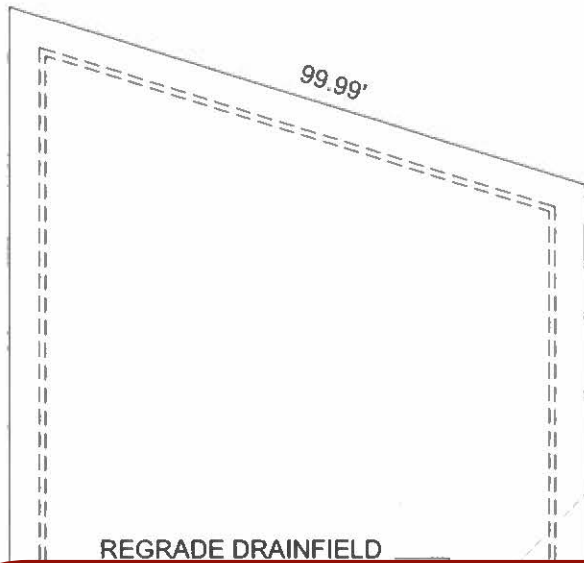
Brandon Olvera | Designated Representative OS0034792 | Comal County | www.cceo.org

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

MOSER DONALD D & BRANDI L
 431 STENEN DRIVE
 CANYON LAKE, TX 78133
 EMERALD VALLEY, LOT 74E
 COMAL COUNTY



SCALE 1" = 20'
 PRINT SIZE: 11" X 17"



600 L.F. OF DRIP TUBING SPACED 2' APART.
 12 ROWS @ 50 L.F. EACH

PROPOSED
 RETAINING
 WALL

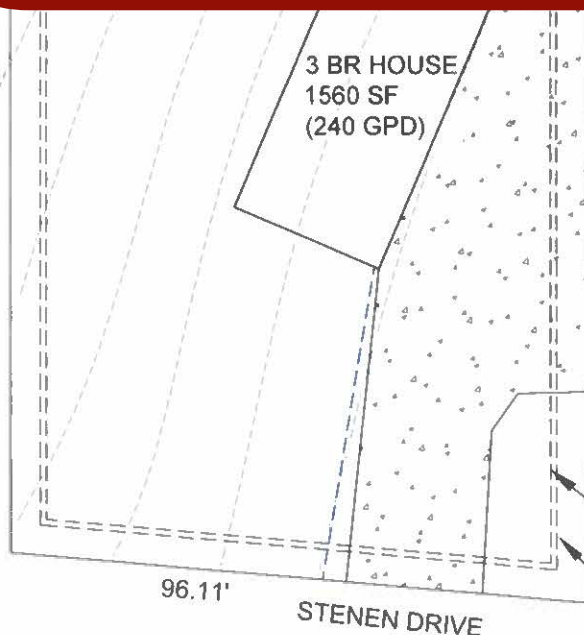
302.25'

VOID

- NOTES
- USE 3" OR 4" SCH 40 SEWER PIPE TO CONNECT STRUCTURE TO TANK.
 - CLEANOUT WITHIN 3' OF STRUCTURE.
 - SEWER PIPE CONNECTING THE STRUCTURE TO THE TANK MUST HAVE AT MINIMUM 1/8" FALL PER 1'.
 - INSTALL 1" VACUUM BREAKERS AT HIGHEST POINTS OF SEWER LINE AND AT ALL POINTS WHERE THE LINE WILL BE > 5' ABOVE FINISHED GRADE. THIS WILL REQUIRE EQUIVALENT TO 1/2" FALL PER 1'.
 - REQUIREMENTS OF TANKS SHALL BE AS SPECIFIED IN THE TANK MANUFACTURER'S INSTRUCTIONS. TIGHT AND MAINTENANCE FREE DESIGNATION SHALL BE OBTAINED FROM THE MANUFACTURER. FIELD TANKS SHALL BE GREATER THAN 10' FROM THE WELL. GREATER THAN 10' FROM THE WELL. WELL LOCATION SHALL BE AT THE SURFACE. ROCK AND BOULDER FREE. FIELD TANKS SHALL BE AT LEAST 10' FROM THE WELL. SOIL BEHIND THE TANK SHALL BE FERTILE SOIL. FERTILE SOIL SHALL BE IMPORTED FROM THE WELL. FERTILE SOIL SHALL BE IMPORTED FROM THE WELL. FERTILE SOIL SHALL BE IMPORTED FROM THE WELL.
 - REGRADE DRAINFIELD AREA TO < 30% SLOPE.
 - LINE RETAINING WALL WITH 20 MIL PLASTIC LINER TO PREVENT SEEPAGE - SEE VARIANCE REQUEST.

KEY

- - TWO WAY CLEANOUT
- - SUPPLY LINE
- - FLUSH LINE
- - SUPPLY LINE CONNECTION
- - FLUSH LINE CONNECTION
- - - - PROPOSED WATER LINE (VERIFY LOCATION ON SITE)
- * - TEST HOLE
- - 600 GPD AEROBIC TREATMENT UNIT
- - DRIVE/WALKWAY

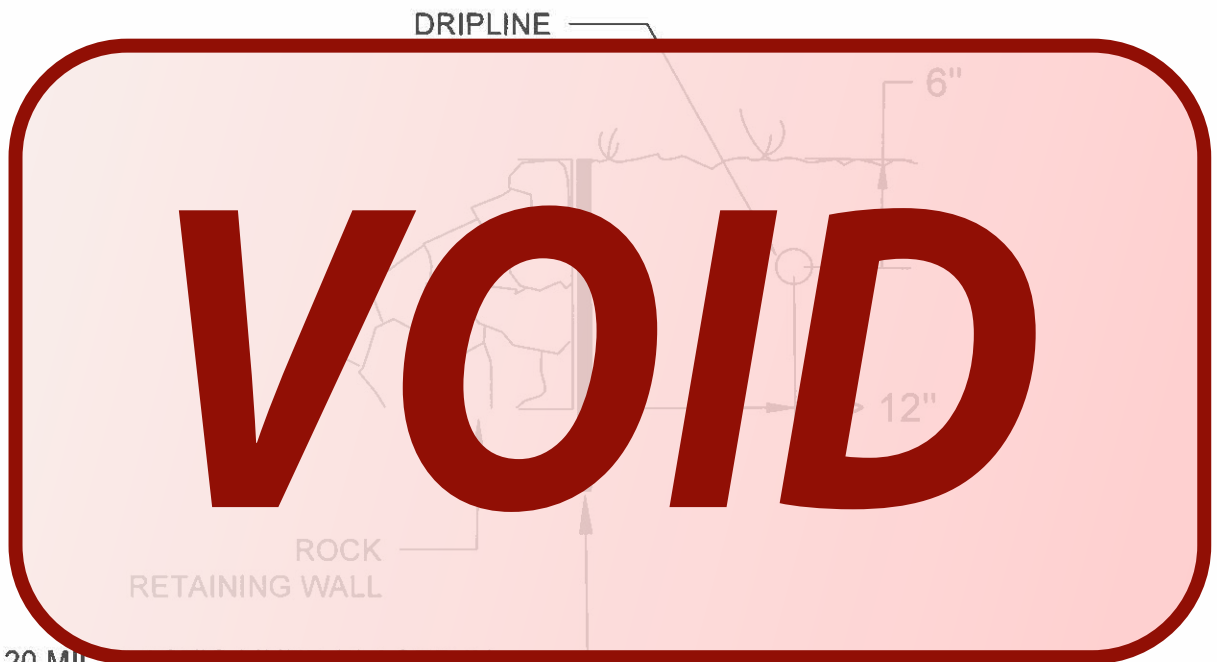


1' OFFSET FROM UTILITY EASEMENT
 5' UTILITY EASEMENT



Douglas R. Dowlearn

RETAINING WALL SCHEMATIC



20 MIL PLASTIC LINER LAPPED IN
A TRENCH THAT IS A MINIMUM
DEPTH OF 18" TO PREVENT
SEEPAGE

NOTE: NOT TO SCALE

RECEIVED

By Brandon Olvera at 8:57 am, Jan 30, 2024

Douglas R. Dowlearn
D.A.D. Services, Inc.
PO Box 212
Bulverde, TX 78163
(210)240-2101
txseptic@gmail.com

December 29th, 2023

Comal County Engineers Office
Environmental Health Department
195 David Jonas Drive
New Braunfels, Texas 78132

RE: 431 Stenen Drive; Steep Slope Setback Variance Request

To Whom It Concerns:

I am requesting that the above noted property be allowed to be built on a steep slope. Equivalent protection with respect to the requirements of TAC Chapter 285.10, Subchapter X will be maintained by setting an impermeable 20' retaining wall along the interior of the retaining wall which will prevent leakage in the area where the drainage is within the steep slope. As a professional engineer, this variance will not pose a threat to the environment or public health.

If you have any personal questions, you can be contacted at (210)240.2101 or be email at txseptic@gmail.com.

Respectfully,

Douglas R. Dowlearn, R.S.



Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and assigns against any person whomsoever claiming or to claim the same or any part thereof.

DATED this the 06 day of June, 2023.


MICHAEL CHARLES JAEGER

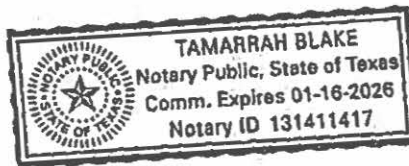
STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this the 6 day of June, 2023 by MICHAEL CHARLES JAEGER.


Notary Public in and for the State of Texas

GRANTEE'S MAILING ADDRESS:

135 Jeanette Circle
Canyon Lake, TX 78133



4291.deeds
Old Republic Title (RS)
GF #15723NB

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
06/07/2023 02:45:36 PM
CHRISTY 2 Pages(s)
202306018065



Bobbie Koepf