



ENVIRONMENTAL HEALTH

GUADALUPE COUNTY

2605 N. GUADALUPE STREET
SEGUIN, TEXAS 78155-7356

SHELLY COLEMAN, DIRECTOR

OFFICE: (830) 303-8858
FAX: (830) 372-3961
MON-FRI 7:30AM – 4:00PM

SEPTIC PERMIT CHECKLIST FOR NEW STRUCTURES

1. COMPLETED SEPTIC APPLICATION
2. SITE EVALUATION REPORT *(Performed to determine the soil type and suitability on the site by a site evaluator, registered sanitarian or engineer)*
3. APPROVED 911 ADDRESS *(Obtain from Guadalupe Road & Bridge Department)*
4. ABSTRACT CARD *(Obtain from Guadalupe Appraisal District)*
5. PROOF OF OWNERSHIP *(Recorded deed)*
6. FULL SET OF HOUSE PLANS
7. DRIVEWAY PERMIT *(Obtain from Guadalupe County Road/ Bridge or TXDOT)*
8. SEPTIC AFFIDAVIT *(Only for aerobic systems)*
9. MAINTENANCE CONTRACT *(Only for aerobic systems)*
10. BUILDING PERMIT *(Only for commercial or multi-family; issued by Guadalupe County Fire Marshall)*
11. CASH/CHECK/MONEY ORDER:
 - \$200.00 for Conventional Septic System (\$10.00 TCEQ fee + Septic fee)
 - \$350.00 for Aerobic System (\$10.00 TCEQ fee + Septic fee)
 - \$400.00 for Commercial Septic System (\$10.00 TCEQ fee + Septic fee)

This application will expire if the approved facility is not constructed within **ONE YEAR**

from the date of authorization. If the owner wishes to thereafter construct an on-site sewage facility, it will necessary to submit a new application, sketch and fee.

No refund will be made

ALLOW 5-7 WORKING DAYS TO PROCESS PERMIT PACKET



**APPLICATION FOR PERMIT TO CONSTRUCT AN ON-SITE SEWAGE FACILITY
GUADALUPE COUNTY ENVIRONMENTAL HEALTH**

P: 830-303-8858 / F: 830-372-3961

The undersigned applicant hereby makes application for license to construct an on-site sewage facility in the unincorporated area of Guadalupe County, Texas, as required by

Rules of Guadalupe County, Texas for On-Site Sewage Facilities

APPROVED PERMIT IS GOOD FOR 1 YEAR

Applicant's Name: _____

Property Address: _____ **City/ST/ZIP:** _____

Mailing Address _____ **City/ST/ZIP:** _____

Home/Work # (____) _____ / Cell # (____) _____ / Fax (____) _____

Email address: _____

Abstract #: _____ **Survey Name:** _____ **Acres:** _____

Subdivision Name: _____ **Section #:** _____ **Block #:** _____ **Lot #:** _____

Property Tax ID #: _____ **County Precinct #:** _____

Property in 100 year floodplain? Yes No **Structure in 100 year floodplain?** Yes No

Type of Development: Single Family Multi-Family Mobile Home Commercial Church School

Other: _____

Square Footage of Structure: _____ **# of Bedrooms/Offices:** _____

Water Well On Site: Yes No

Water Source: Green Valley Spring Hill Crystal Clear Martindale Staples East Central

Other: _____

System Type: _____ **Soil Type:** _____

Tank Size: _____ **Disposal Area:** _____

Special Instructions: _____

Engineer/Designer: _____ **Site Evaluator:** _____

Septic Installer: _____ **State License #:** _____

I certify that the above statements are true and correct to the best of my knowledge. Authorization is hereby given to the licensing authority and agents to enter upon the above described private property for the purpose of lot/tract evaluation and inspection of on-site sewage facilities. I understand that the approval of this application constitutes authorization for approval of this application for construction of the on-site sewage facility and that a permit to operate the facility will be granted following successful inspection of the installed system which indicated that the system will be installed in compliance with the TCEQ Construction Standards for On-Site Sewage Facilities. Should this lot/tract be within the 100 year floodplain, I understand a permit to construct an on-site sewage facilities will not be issued until a development permit has been approved for the structure using the sewage facility. Also, to the best of my knowledge, no existing organized disposal system exists within 300 feet, horizontal distance, of the above application for private sewage facility.

Applicants Signature: _____ **Date:** _____



**THE COUNTY OF GUADALUPE
STATE OF TEXAS**

AFFIDAVIT TO THE PUBLIC

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities, this document is filed in the Deed Records of **Guadalupe County, Texas**.

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (commission) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), §5.012 and §5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety Code, requires 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.

II

An OSSF requiring a maintenance contract, according to 30 Texas Administration Code Sec. 285.91(12) will be installed on the property described as:

Subdivision _____ **Unit#** _____ **Lot #:** _____ **Blk #:** _____

If not in a subdivision: **Abstract #:** _____ **Survey Name:** _____ **Acreage:** _____

The property is owned by: _____

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

Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF may be obtained from **Guadalupe County Environmental Health Department**.

WITNESS MY HAND ON THIS _____ DAY OF _____, 20____ BY

Owner/Agent name (Signature)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 20____
BY

Notary Public, State of Texas

Notary's name (Printed)

Commission Expires: _____

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer _____
Site Address _____
City _____ **Zip** _____
Mailing Address _____
County _____ **Map #** _____
Phone _____
Email _____

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between _____ (hereinafter referred to as "Customer") and Block Creek Aerobic Services, LLC. By this agreement, Block Creek Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.

II. Effective Date:

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

III. Termination of Agreement:

This Agreement may be terminated by either party for any reason, including for example, substantial failure of either party to perform in accordance with the terms of this Agreement, without fault or liability of the terminating party. The terminating party must provide written notice to the non-terminating party thirty (30) days prior to the termination of this Agreement. If this Agreement is terminated, Contractor will be paid at the rate of \$75.00 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days of termination of this Agreement. Either party terminating this Agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.

IV. Services:

Contractor will:

- a. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulation, for a total of three visits to site per year. The list of items checked at each visit shall be the: control panel, Electrical circuits, timer, Aeration including compressor and diffusers, CFM/PSI measured, lids safety pans, pump, compressor, sludge levels, and anything else required as per the manufacturer.
- b. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
- c. Repair or replace, if Contractor has the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system within two (2) business days after said notification.
- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

V. Disinfection:

_____ Not required; X required. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer.

Customer's Initials

BS
Contractor's Initials

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

Commencement of performance by Contractor under this Agreement is contingent on the following conditions:

a. If this is an initial Agreement (new installation):

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

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

VIII. Customer's Responsibilities:

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

a. Provide all necessary yard or lawn maintenance and removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.

b. Protect equipment from physical damage including but not limited to that damage caused by insects.

c. Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for and OSSF from the State and/or local regulatory agency, whichever requirements are more stringent, as well as the proprietary system's manufacturer recommendations.

d. Notify Contactor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.

e. Provide, upon request by Contractor, water usage records for the OSSF so that the Contractor can perform a proper evaluation of the performance of the OSSF.

f. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section IV (d) above, Customer agrees to pay Contractor for the sample collection and transportation, portal to portal, at a rate of \$35.00 per hour, plus the associated fees for laboratory testing.

g. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.

h. Prevent the condensation from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.

i. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contactor, at Customer's expense.

j. Maintain site drainage to prevent adverse effects on the OSSF.

k. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.

IX. Access by Contractor:

Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. Tanks and treatment units shall be accessible by means of man ways, or risers and removable covers, for the purpose of evaluation as required by State and/or local rules and the proprietary system manufacturer. It is Customers responsibility to keep lids exposed and accessible at all times.

X. Limit of Liability:

Contractor shall not be held liable for any incidental, consequential, or special damages, or for economic loss due to expense, or for loss of profits or income, or loss of use to Customer, whether in contract tort or any other theory. In no event shall Contractor be liable in an amount exceeding the total Fee for Services amount paid by Customer under this Agreement.

XI. Indemnification:

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

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

Customer's Initials

BS
Contractor's Initials

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

XII. Severability:

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

XIII. Fee for Services:

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

XIV. Payment:

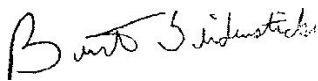
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

XV. Application or Transfer of payment:

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

XVI. Entire Agreement:

This agreement contains the entire Agreement of the parties, and there are no other conditions in any other agreement, oral or written.



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

Customer Signature Date

Customer's Initials

BS
Contractor's Initials