

**KENDALL COUNTY**  
**SEPTIC REGISTRATION APPLICATION**  
**(Permit effective for 1 year from the Authorization to Construct)**

S \_\_\_\_\_  
Septic Registration # \_\_\_\_\_  
Q&A \_\_\_\_\_ List \_\_\_\_\_  
\_\_\_\_\_  
Precinct# \_\_\_\_\_

*Development Management*  
201 E. San Antonio Ave, Suite 101 / Boerne, Texas 78006  
(830) 331-8251 or (830) 331-8253  
(830) 249-6206 fax

I hereby make application to construct and operate a private sewage facility in Kendall County, Texas as required by the Texas Commission on Environmental Quality (TCEQ) and Kendall County OSSF Construction Standards.

If the installer does not request a construction inspection by the permitting authority within one year of the issuance of the authorization to construct, the authorization to construct expires, and the owner will be required to submit a new application and application fee before an OSSF can be installed.

Authorization is hereby given to Kendall County, TCEQ, or their agents or designees, singly or jointly, to enter upon the property on which the proposed private sewage facility that I am applying for in this application is located, for the purpose of inspections of the private sewage facility, or any health problems caused by the private sewage facility herein for which application has been applied. I understand the Kendall County permitting authority shall either approve or deny an application within 30 days of receiving an application.

I understand that the county of Kendall, TCEQ, or their agents of Designees, make no representation that facilities herein applied for will provide satisfactory service to the premises served. It will be my responsibility to make any changes or modifications which operating experience may show to be necessary in order to provide satisfactory service.

**REASON FOR APPLICATION:** New \_\_\_\_\_ Repair \_\_\_\_\_ Modified \_\_\_\_\_ Replacing Failed OSSF \_\_\_\_\_

**SEPTIC SYSTEM TYPE:** Conventional \_\_\_\_\_ LPD \_\_\_\_\_ Evapotranspiration (ET) Drainfield \_\_\_\_\_ Aerobic \_\_\_\_\_

**\*\*\*Design required by Registered Sanitarian or Licensed Engineer as applicable in State & County rules on all septic types. Maintenance contract & recorded affidavit required for Aerobics\*\*\***

**INSTALLER** \_\_\_\_\_ **AEROBIC SYSTEM**  
**OSSF LICENSE #** \_\_\_\_\_ **MAINTENANCE PROVIDER** \_\_\_\_\_

Name of Owner \_\_\_\_\_  
Owner \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Owner \_\_\_\_\_ Owner \_\_\_\_\_ Owner \_\_\_\_\_  
Phone # \_\_\_\_\_ Cell# \_\_\_\_\_ Fax# \_\_\_\_\_  
e-mail address (owner/agent) : \_\_\_\_\_

Name of \*Agent: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
(\*agent designation form required)

**LOCATION OF PROPERTY: Gate Combination:** \_\_\_\_\_

911 Address: \_\_\_\_\_ City/Zip \_\_\_\_\_

\_\_\_\_\_  
Name of Subdivision \_\_\_\_\_ Unit \_\_\_\_\_ Blk \_\_\_\_\_ Lot \_\_\_\_\_ Acreage \_\_\_\_\_

Signature \_\_\_\_\_  
owner / agent (agent designation form required) \_\_\_\_\_ Date \_\_\_\_\_

**AFFIDAVIT TO THE PUBLIC**

The County of Kendall:

STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared

\_\_\_\_\_ owner(s)

who, after being by me duly sworn, upon oath states that he/she is the owner of record of that certain tract or parcel of land lying and being situated in Kendall County, Texas and being more particularly described as follows:

\_\_\_\_\_ property location/description

The undersigned further states that he/she will, upon sale or transfer of the above-described property, request a transfer of the permit to operate such surface application system to the buyer or transferee.

Any buyer or transferee is hereby notified that the OSSF on this property requires a maintenance contract with an approved maintenance company for use of the system.

State of Texas  
County of Kendall County

This instrument was acknowledged before me on: \_\_\_\_Day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Owner Signature only

\_\_\_\_\_  
Owner Signature only

\_\_\_\_\_  
Notary Public, State of Texas

**\*\*\*\*\*This Affidavit must be recorded at the County Clerks office, return a recorded copy to the Kendall County Development Management office\*\*\*\*\***

KENDALL COUNTY  
DEVELOPMENT MANAGEMENT/RURAL ADDRESSING DEPARTMENT  
201 EAST SAN ANTONIO AVENUE #101  
BOERNE, TEXAS 78006  
OFFICE: 830-331-8253 FAX: 830-249-6206

**AGENT DESIGNATION FORM**

(effective 10/1/98)

The Property Owner is responsible for the accuracy and timely acquisition of all required Kendall County applications prior to start of any development for which a permit is required, such as **Access, Development, Septic System and/or Water Well installation.**

In the event the property owner cannot obtain the required permits he/she may designate an individual to act on their behalf. Since the 911 physical address is required on all applications, it is the first permit to be obtained. An agent of the property owner will have the authority to make all decisions.

Lead-time becomes important since it may take 1 week, in some instances, for the access and physical address to be issued.

The sequence in which permits must be obtained is as follows:

Complete applications and pay applicable fees as needed:

- 1.) 911 Physical Address and Access Permit (access permit is issued by County or State as required).
- 2.) Development Application. For commercial development a detention plan must be turned in and approved by the County Engineer before the development permit will be issued.
- 3.) Septic and/or Water Well Registration Application
  - Septic Registration Application must be turned in with septic design
  - Water Well Registration Application: contact Cow Creek Groundwater Conservation District at 830-816-2504

Failure to follow the above sequence **will cause delay** for the Contractor and the Property Owner or Agent. These procedures are necessary to avoid having a Development commence in a flood prone area and to prevent access and drainage conflicts with County/State roads.

**NO WORK IS TO BEGIN UNTIL THE DEVELOPMENT PERMIT HAS BEEN APPROVED.**

**DESIGNATED AGENT INFORMATION**

I, \_\_\_\_\_  
**PRINT NAME OF PROPERTY OWNER** Telephone Numbers (home, work, cell)

ASSIGN DESIGNATED AGENT TO ACT ON MY BEHALF WITH RESPECT TO OBTAIN NECESSARY PERMITS FOR MY PROPERTY, WHICH IS DESCRIBED AS: \_\_\_\_\_

**PHYSICAL ADDRESS OR LEGAL DESCRIPTION**

I UNDERSTAND THAT WITHOUT THE PROPER PAPER WORK AND PROPER PERMITS WORK MAY BE DELAYED FOR FURTHER DEVELOPMENT ON MY PROPERTY.

\_\_\_\_\_  
**Owner Signature**

\_\_\_\_\_  
**Owner Printed Name**

\_\_\_\_\_  
**Print Name of Designated Agent**

\_\_\_\_\_  
**Designated Agent Business Name**

\_\_\_\_\_  
**Designated Agent Phone # or Email Address**

**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:**

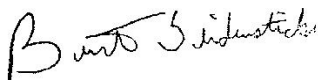
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the 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