

KERR COUNTY

**Environmental Health Department
Courthouse, 700 Main, Suite BA-100
Kerrville, Texas 78028**

Phone: (830) 896-9020 FAX: (830) 792-4903

E-mail: envhealth@co.kerr.tx.us

WebSite: http://www.co.kerr.tx.us/envhealth

Operating hours 8:00 a.m. to 5:00 p.m. Closed for lunch 12:00 - 1:00 p.m.

Please allow 30 days for processing & inspection. An accepted application is valid for 12 months.

Application #

Date:	
Amount: \$	
Ck#:	
Cash	<input type="checkbox"/> Yes
Paid by:	
Affidavits	<input type="checkbox"/> Aer <input type="checkbox"/> Other
Aerobic Contract	<input type="checkbox"/> Yes
Received by:	
Receipt #	

Application for Kerr County OSSF Development Permit

INSTRUCTIONS: Please fill out application completely & accurately. Owner's or Entity's name should be listed as it appears on property records. This application cannot be processed until fees are paid & the following documents are provided:

- (1) Proof of Ownership of Property** Examples: Warranty Deed or Contract for Deed or Kerr Central Appraisal District Property ID No. (KCAD R#)
 - (2) Legal Description of Property** Examples: Current Recorded Plat if property is in a platted subdivision or Metes & Bounds if property is not in a platted subdivision.
- These documents may be obtained from Kerr County Clerk's Office at the Courthouse. The KCAD Property ID. No. (R#) can be found on your tax records or by calling (830) 895-5223.

On-Site Sewage Facility Application Fees

OSSF's with Less Than 500 Gallons per Day Disposal		OSSF's with Greater Than 500 Gallons per Day Disposal	
<input type="checkbox"/> New or <input type="checkbox"/> Upgrade Permitted OSSF <500 GPD	\$ 240	<input type="checkbox"/> New or <input type="checkbox"/> Upgrade Permitted OSSF >500 GPD	\$ 490
TCEQ Water Resource Management Fee	\$ 10* \$ 250	TCEQ Water Resource Management Fee	\$ 10* \$ 500
<input type="checkbox"/> New or <input type="checkbox"/> Upgrade Permitted OSSF <500 GPD Requiring a Maintenance Contract (ex: aerobic system)	\$ 290	<input type="checkbox"/> New or <input type="checkbox"/> Upgrade Permitted OSSF >500 GPD Requiring a Maintenance Contract (ex: aerobic system)	\$ 590
TCEQ Water Resource Management Fee	\$ 10* \$ 300	TCEQ Water Resource Management Fee	\$ 10* \$ 600
<input type="checkbox"/> Repair <input type="checkbox"/> Alter a Permitted OSSF <500 GPD	\$ 100	<input type="checkbox"/> Repair <input type="checkbox"/> Alter a Permitted OSSF >500 GPD	\$ 200

* These fees are collected by the County & paid directly to the State of Texas, Texas Commission on Environmental Quality

Miscellaneous and/or Additional Fees	
<input type="checkbox"/> Additional Inspection(s)	\$ 50ea.
<input type="checkbox"/> Affidavit Recording & Records Archival Fees	\$ 26
<input type="checkbox"/> Document Revision Fee	\$ 25
<input type="checkbox"/> Other:	\$

Owner Information

Owner(s): _____ Phone: _____

Current Mailing Address: _____ **E-MAIL ADDRESS:** _____

City: _____ State: _____ Zip: _____

Property Information

1) Physical Address (Assigned by 911): _____ City: _____

2) Proof of Ownership Attached: Yes No **If no, Application cannot be processed until copies are received.**

3) Kerr Central Appraisal District Identification Number(s): R _____ KCAD: (830)895-5223; Website: txcountydata.com

4) Subdivision: _____ Section # _____ Block # _____ Lot # _____ Acres: _____

5) If property is not in a Subdivision: Survey Name & No. _____ Abstract No. _____

6) Plat or Metes & Bounds Attached: Yes No **If no, Application cannot be processed until copies are received.**

Site within City Limits of Kerrville Site within City Limits of Ingram

Please provide detailed directions to the site to help us locate your property at time of inspection: _____

Gate Combination: _____

Structure Information

Residence: House Mobile or Mfg. Home No. of Bedrooms _____ Sq. Ft. Living Area: <1500 <2500 <3500 <4500

Non-residence structure - Describe: _____ Sq. Ft. _____

Institutional/Commercial - Describe: _____ Sq. Ft. _____

Sewage Disposal by: New Septic Existing Septic Permitted Permit # _____ Not Permitted

Water supply: Community or Public Supply Well Well # _____ Not Licensed

Note: If you are within a Floodplain Hazard Area, you must contact Kerr County Road & Bridge Department (830) 257-2993. A Floodplain determination may be required by KCEHD before this application can be processed.

State-Certified OSSF Professionals

I have chosen the following state-certified individuals to submit the planning materials to KCEHD prior to issuance of the Authorization to Construct.

Site Evaluation by: _____ Proposed OSSF Type: _____

Designs by: _____ Installation by: _____

Notes/Comments: _____

(If you do not need someone [agent] to act on your behalf regarding the the On-Site Sewage Facility Application process, please skip the "Designation of Agent" section and go directly to the "Acknowledgements Affidavit".)

Designation of Agent

I designate (*print name*) _____ to act as my authorized agent in all matters relating to this On-Site Sewage Facility Application. In doing so, I understand it, in no way, absolves me of any of the owner's responsibilities outlined in the Acknowledgement Affidavit in regard to operating a permitted on-site sewage facility in Kerr County, Texas.

My agent can be contacted as follows: _____
Phone Number _____ Email Address _____

_____ Mailing Address _____ City _____ State _____ Zip Code _____

_____ Owner Name (*print name*) _____ Owner Signature _____ SEAL _____

This document was executed before me on the _____ day of _____, 20____.

Notary Public, State of Texas

Acknowledgements Affidavit

I, _____ Owner Designated Agent of the Owner, of the property described on this application which an on-site sewage facility is requested hereby state the following:

1. A true and accurate legal description, plat of the property and site map are included, or will be provided, with this completed application, and that all information provided is true and correct with no omission or concealment of material fact.
2. Authorization is hereby given to Kerr County to enter the referenced property for the purposes of site evaluations and inspections of on-site sewage facilities.
3. **I understand an Authorization to Construct must be obtained from Kerr County before construction can be started for an on-site sewage facility.** Authorization to proceed with construction will be provided in the form of a written **Authorization to Construct** after the application is completed including supporting documentation, appropriate fees are paid, and a joint (Owner/Agent and Kerr County) survey of the property for soil analysis and facility suitability is performed.
4. I understand inspection and permitting of an on-site sewage facility by the Permitting Authority shall indicate only that the facility may meet minimum requirements and does not relieve the Permittee of the property from complying with more stringent County, State and Federal regulations.
5. I understand the proper performance of the on-site sewage facility cannot be guaranteed even though all provisions of the County and State regulations have been met.
6. I hereby release, indemnify, and hold harmless Kerr County and its employees and agents for any and all claims, cost or liability, expressly including alleged negligence, for any damages to property or persons arising from constructing or inspecting the on-site sewage facility in question.
7. I agree it will be the responsibility of the Permittee to maintain and operate the facility in a satisfactory manner. If this is an aerobic unit, at the end of the initial two-year service policy, the owner of an OSSF for a single family residence shall either maintain the system personally or obtain a new maintenance contract. An owner may not maintain an OSSF for commercial, speculative residential, or multifamily property.
8. I also understand that, if for any reason in the future, the system malfunctions, such as objectionable odors, unsanitary conditions, pollution, & nuisance conditions or otherwise does not comply with governmental regulations, the system must be up-graded at the Permittee's expense.
9. **I understand all construction, all inspection and all paperwork must be completed before a Permit to Operate can be issued, and that to use the system without the Permit is a violation of Kerr County OSSF rules, and that there are penalties for these violations.**
10. I understand Kerr County may grant exceptions to the regulations, and I also understand that I may appeal decisions to the Commissioners Court of Kerr County or the City of Kerrville, as appropriate.
11. **I understand that fees are not refundable.**
12. I understand that violation of any rule established by Kerr County, the State of Texas or the United States may result in punitive damages being sought in a court of competent jurisdiction.

SEAL

Signature of Owner/Agent for Owner

SWORN and SUBSCRIBED before me on the _____ day of _____, 20____.

Notary Public, State of Texas

KERR COUNTY
Environmental Health Department
 Courthouse, 700 Main, Suite BA-100
 Kerrville, Texas 78028

Phone: (830) 896-9020 FAX: (830) 792-4903

E-mail: envhealth@co.kerr.tx.us

ON-SITE SEWAGE FACILITY (OSSF) FEE SCHEDULE

OSSF's with Less Than 500 Gallons per Day Disposal

1)	Application for New or Upgrade Permitted OSSF <500 GPD	\$240.00	
	TCEQ Water Resource Management Fee	\$10.00 *	\$250.00
1a)	Application for New or Upgrade Permitted OSSF <500 GPD Requiring a Maintenance Contract (ex: aerobic system)	\$290.00	
	TCEQ Water Resource Management Fee	\$10.00 *	\$300.00
2)	Application to Repair or Alter Permitted OSSF <500 GPD		\$100.00

OSSF's with Greater Than 500 Gallons per Day Disposal

3)	Application for New or Upgrade Permitted OSSF >500 GPD	\$490.00	
	TCEQ Water Resource Management Fee	\$10.00 *	\$500.00
3a)	Application for New or Upgrade Permitted OSSF >500 GPD Requiring a Maintenance Contract (ex: aerobic system)	\$590.00	
	TCEQ Water Resource Management Fee	\$10.00 *	\$600.00
4)	Application to Repair or Alter Permitted OSSF >500 GPD		\$200.00

*TCEQ Water Resource Management Fees are State required. These fees are collected by the County and paid directly to the State of Texas, Texas Commission on Environmental Quality. The fees are charged to all property owners in Texas who apply for a permit to construct on-site wastewater treatment & disposal facilities. This fee funds competitive grants for research, demonstration, and technology transfer for advanced alternative treatment and disposal technologies through the TCEQ Water Resource Management Account. Legal authority for the fee comes from Chapter 367 of the Texas Health and Safety Code.

Miscellaneous and/or Additional Fees

5)	Affidavit Recording & Records Archival Fees		\$26.00
6)	Additional Inspection(s) (each)		\$50.00
7)	Document Revision Fee		\$25.00
8)	Registration of OSSF License Transfer		\$50.00
9)	Septic Record Search		\$10.00
10)	Copy of State OSSF Regulations (per set)		\$5.00
11)	Application for Review of a Proposed Subdivision		
	Subdivisions with less than five lots:		\$20.00
	Subdivisions with five or more lots:		\$50.00
	Additional Per Lot Fees:		
	1. Five dollars (\$5.00) per lot		
	2. Additional ten dollars (\$10.00) per lot OSSF review fee if the minimum lot size is less than five (5) acres.		
12)	Expedite Fee (<5 working days to due date)		\$200.00

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF KERR
STATE OF TEXAS

*
*

Before me, the undersigned authority, on this day personally appeared _____ 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 Kerr County, Texas, and being more particularly described as follows:

The undersigned further states that a surface sub-surface application on-site wastewater treatment system will be or has been installed in accordance with the permitting provisions of the Rules and Regulations of Kerr County for On-Site Sewage Facilities.

Reference: Permit to Operate number: _____.

The undersigned has entered into an initial two-year maintenance agreement, as required by the Texas Commission on Environmental Quality, Title 30, Texas Administrative Code, §285.7. (c), with an approved maintenance company for service and repairs to the surface/sub-surface application system. Furthermore, that after this two (2) year period, the owner of an aerobic treatment unit system for a single family residential dwelling may either obtain a maintenance contract within 30 days or maintain the system personally as per Title 30, Texas Administrative Code, §285. 3(b)(3)(E).

Further, the undersigned understands that he/she, upon any sale or transfer of the above-described property, may request a voluntary transfer of the permit to operate for such surface/sub-surface application system to the buyer or transferee. Any future buyer(s) or transferee(s) are hereby notified that a maintenance contract with an approved maintenance company may be required for the use of the system. For more information concerning the rules or regulations on surface/sub-surface application on-site wastewater treatment systems, please contact the Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087.

WITNESS MY/OUR HAND(S) on this _____ day of _____ 20__.

Printed Name of Applicant

Signature of Applicant

SWORN TO AND

SUBSCRIBED BEFORE ME on this _____ th day of _____ 20__.

By _____
Signature of Notary Public

SEAL

Please return to:
Kerr County Environmental Health Dept.
Courthouse, 700 Main, Suite BA-106
Kerrville, Texas 78028

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 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 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.

THIS INDEMNIFICATION 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:

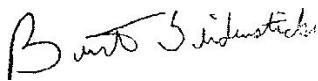
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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