



WILSON COUNTY
Health & Public Safety Office
CHECKLIST FOR PERMITS


Wilson County Commissioners Court, hereby announces that effective June 1, 2007 that Wilson County will require the following permits applications be obtained prior to **any final inspections and/or release of permits being processed or approved.**

The following **Permits are required:**

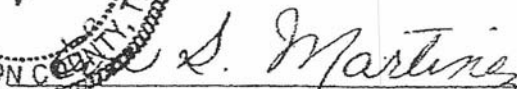
- Floodplain Permit (**Approval Required Before "OSSF" Start -Up**)
- On-Site Sewage Facilities "OSSF" (Septic) Permit
- Driveway Permit (County Maintained Roadways)

(See attached Checklist for Wilson County's Permit Application process. All checks payable to Wilson County)

Signed:


Mamm Quinney, Wilson County Judge




Eva S. Martinez, County Clerk

This is a list of requirements needed from the Property Owner, Installer, or Engineer for preparation of your paperwork in order to prevent delay of inspections:

- *** Legal Description of Property [PLAT]
- *** Proof of Ownership [RECORDED DEED]
- *** Drawing to Scale
- *** Name of Septic Company, Address and Phone Number
- *** 911 Address (Physical Address) [Verification Required From the 911 Addressing Department]

ALL SIGNATURES IN BLUE INK

**WILSON COUNTY, TEXAS
PERMIT REQUIREMENTS**

Name of Property Owner

Phone Number

Email Address

Name of Homeowner

Phone Number

Prefer to receive approved
development permit by:
 Mail or Email

Property Owner's Mailing Address

9-1-1 Address / Installation Address (Physical address of property)

Name of Subdivision

Section No.

Block No.

Lot No.

Recorded Deed Vol. _____ Pg. _____

**APPLICATION PERMIT CHECKLIST
REQUIRED INFORMATION**

**FOR USE BY COUNTY
LEAVE THIS AREA BLANK**

_____ 911 Address Verification	_____ 911 Addressing	_____ Date
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_____ Development Permit	_____ Permit No.	_____ Receipt No.	_____ Date
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_____ Septic Permit On-Site Sewage Facilities "OSSF"	_____ Permit No.	_____ Receipt No.	_____ Date
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The authorization to construct is valid for twelve months from the date of issue. If a final inspection has not been performed within one year of issue, a new application and fee will be required.

_____ Driveway Permit (County Roadways)	_____ Permit No.	_____ Receipt No.	_____ Date
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APPLICANT ACKNOWLEDGEMENT OF PERMIT REQUIREMENTS

_____ Signature of [Applicant] / Owner	_____ Date
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_____ Signature of Home Owner	_____ Date
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Installer: _____

Address: _____	Phone No. _____
----------------	-----------------

Builder: _____

Address: _____	Phone No. _____
----------------	-----------------

Driveway: _____

Address: _____	Phone No. _____
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WILSON COUNTY PERMITTING
800 10th Street, Building B
Floresville, TX 78114
830-393-8357

DEVELOPMENT PERMIT APPLICATION FORM

STATE OF TEXAS §
COUNTY OF WILSON §

APPLICATION NO. _____

Name of Applicant: _____

Mailing Address: _____

Phone # _____

2. Location of property (Complete as appropriate) If located in a subdivision:

Name of Subdivision	Section No.	Block No.	Lot No.
IF NOT located in a subdivision:			
Name of Survey/Abstract		Acreage	
Location Description (Physical address or attach a vicinity map)			

3. Nature of Proposed Construction (Check and complete as appropriate)

- Residential Non-Residential Other
 Alteration of a Natural Waterway or Drainage Course Placement of Fill

4. Description of Proposed Construction (Check and complete as appropriate)

- New Construction Substantial Improvement to Existing Structure
 House Mobile Home
 Non-Residential (Specify) _____
 Commercial (Name and Type of Business) _____
 Other _____

5. APPLICANT WILL PROVIDE ONE COPY OF PLANS AND SPECIFICATIONS OF THE PROPOSED CONSTRUCTION. (Describe)

DO NOT WRITE BELOW THIS LINE
FOR USE BY COUNTY ADMINISTRATOR

IS THE PROPERTY LOCATED IN AN IDENTIFIED FLOOD HAZARD AREA?

YES NO

IS ADDITIONAL INFORMATION REQUIRED? YES NO

ARE OTHER FEDERAL, STATE OR LOCAL PERMITS REQUIRED? YES NO

(Driveway Permit and Septic Tank Permit)

ARE OTHER COUNTY REGULATIONS APPLICABLE? YES NO

Exemption Certificate Issued

Permit Application Approved

Date of Issuance _____

Permit Application Rejected

LeAnn Hosek, CFM, EMC/911 Coordinator
Wilson County Floodplain Administrator

WILSON COUNTY PERMITTING
800 10th Street, Building B
Floresville, TX 78114
830-393-8357

DEVELOPMENT PERMIT EXEMPTION CERTIFICATE

STATE OF TEXAS §
COUNTY OF WILSON §

**WILSON COUNTY COMMUNITY - PANEL
NUMBER 48493C**

APPLICATION NUMBER _____

NAME OF APPLICANT _____

THE ABOVE NAMED APPLICANT APPLIED FOR A DEVELOPMENT PERMIT ON _____.
THE COUNTY ADMINISTRATOR HAS REVIEWED THE APPLICATION AND IT IS HIS/HER DETERMINATION THAT THE
PROPOSED DEVELOPMENT IS NOT WITHIN AN IDENTIFIED FLOOD PLAIN OF WILSON COUNTY.

THIS CERTIFICATE EXEMPTS THE APPLICANT FROM DEVELOPMENT STANDARDS REQUIRED BY WILSON
COUNTY FLOODPLAIN MANAGEMENT REGULATIONS. WORK IS HEREBY AUTHORIZED TO PROCEED ON THE
FOLLOWING DESCRIBED PROPERTY:

THE COUNTY ADMINISTRATOR HAS REVIEWED THE PLANS AND SPECIFICATIONS OF THE
PROPOSED DEVELOPMENT AND DESIRES TO MAKE THE FOLLOWING RECOMMENDATIONS
FOR DEVELOPMENT OR DESIGN ALTERATIONS:

**ADVISE THAT NO STRUCTURE BE BUILT AND/OR PLACED IN ANY DRAINAGE OR CREEK
AREA. DUE TO THE POTENTIAL SHEET WATER FLOODING CONDITIONS, IT IS RECOMMENDED
THAT FLOOR ELEVATION BE A MINIMUM OF TWO (2) FEET ABOVE NATURAL GROUND WHERE
A CLEARLY DEFINED CHANNEL DOES NOT EXIST.**

WARNING:

The flood hazard boundary maps and other flood data used by the County Administrator in evaluating
flood hazards to proposed developments are considered reasonable and accurate for regulatory
purposes and are based on the best available scientific and engineering data. On rare occasions
greater floods can and will occur and flood heights may be increased by man-made or natural causes.
This exemption certificate does not imply that developments outside the identified areas of special flood
hazard will be free from flooding or flood damage. Issuance of this exemption certificate shall not create
liability on the part of Wilson County, the County Administrator or any officer or employee of Wilson
County in the event flooding or flood damage does occur.

(x) _____
Acknowledgment of Warning by Applicant

Date

LeAnn Hosek, CFM, EMC/911 Coordinator
Wilson County Floodplain Administrator

Date



Wilson County Health & Public Safety
800 10th Street Building B
Floresville, Texas 78114
830-393-8503

Wilson County Use Only
OSSF Permit #

APPLICATION FOR ON-SITE SEWAGE FACILITY
TCEQ Region 13

- New system
Replacement
Repair/Alteration

1. PROPERTY OWNER(S) NAME: (Last) (First) (Middle)

2. CURRENT MAILING ADDRESS:

3. HOME PHONE NO.: () OTHER or FAX NO.: ()

4. 911 SITE ADDRESS:

5. PROPERTY LEGAL DESCRIPTION:

Acreeage: Plat Date: Subdivision name (if applicable):

PLEASE ATTACH VERIFICATION OF LEGAL DESCRIPTION SUCH AS A COPY OF: DEED, PLAT MAP, SURVEY, OR OTHER DOCUMENTATION CONTAINING LEGAL DESCRIPTION

6. DIRECTIONS TO SITE:

7. SOURCE OF WATER: Private Well Public Water Supply (Name of Supplier)

8. SINGLE FAMILY RESIDENCE: No. of Bedrooms: No. of Bathrooms: Living Area (ft^2):

9. COMMERCIAL/INSTITUTIONAL (other than single-family residence) TYPE:

BUSINESS / INSTITUTION NAME:

RESPONSIBLE OFFICIAL: NO. OF EMPLOYEES/UNITS:

10. SITE EVALUATOR: LICENSE NO.

PHONE NO.: () OTHER or FAX NO.: ()

MAILING ADDRESS: CITY: STATE: ZIP:

11. INSTALLER: LICENSE NO.:

PHONE NO.: () OTHER or FAX NO.: ()

MAILING ADDRESS: CITY: STATE: ZIP:

I certify that the above statements are true and correct to the best of my knowledge. Authorization is hereby given to Wilson County Health & Public Safety to enter upon the above described property for the purpose of soil/site evaluation and investigation of an on-site sewage facility.

SIGNATURE OF OWNER: DATE:



Wilson County Health & Public Safety
800 10th Street Building B
Floresville, Texas 78114
830-393-8503

Wilson County Use Only
OSSF Permit # _____

TCEQ Region 13

**ON-SITE SEWAGE FACILITY
TECHNICAL INFORMATION FOR PERMIT**

PROFESSIONAL DESIGN REQUIRED per Wilson County Ordinance

Designer: _____ **License Number:** _____

License Type: _____ **Address:** _____

Phone:() - - **Fax:**() - - **Email:** _____

I. TYPE AND SIZE OF PIPING FROM: (EXAMPLE: 4" SCH 40 PVC)

Stub out to treatment tank: _____

Treatment tank to disposal system: _____

II. DAILY WASTEWATER USAGE RATE: Q= _____ (gallons/day)

Water Saving Devices: Yes No

III. TREATMENT UNIT(S): Septic Tank Aerobic Unit

A. Tank Dimensions: _____ Liquid Depth (bottom of tank to outlet): _____

Size Proposed: _____ (gal) Manufacturer : _____

Material/Model #: _____

Pretreatment Tank : Yes / No SIZE : _____ (gal)

Pump/Lift Tank : Yes / No SIZE : _____ (gal)

B. OTHER Yes No If yes, please attach description.

IV. DISPOSAL SYSTEM:

Disposal Type: _____ Trench: length _____ x _____ width

Area Proposed: _____ square feet Area required: _____ square feet

V. ADDITIONAL INFORMATION:

NOTE - THIS INFORMATION MUST BE ATTACHED FOR REVIEW TO BE COMPLETED.

A. Soil/Site evaluation B. Planning materials (If Applicable)

**DO NOT BEGIN CONSTRUCTION PRIOR TO OBTAINING AUTHORIZATION TO CONSTRUCT.
UNAUTHORIZED CONSTRUCTION CAN RESULT IN CIVIL AND/OR ADMINISTRATIVE PENALTIES.**

SIGNATURE OF DESIGNER: _____ **DATE:** _____

If you have questions on how to fill out this form or about the on-site sewage facility program, please contact the Wilson County Health and Public Safety Office at 830-393-8503. Individuals are entitled to request and review the personal information that WC H&PS gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 830-393-8503.

**WILSON COUNTY
OSSF SOIL EVALUATION**

Date Performed: _____ Proposed Excavation Depth: _____

Property Location: _____ Textural Class Determined For Drain field: _____

Name of Site Evaluator: _____ Registration Number: _____

Requirements:

At least two (2) soil excavations must be performed on the site, at opposite ends of the proposed disposal area. Location of soil boring or dug pits must be shown on the site drawing. For subsurface disposal, soil evaluations must be performed to a depth of at least two (2) feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated. Describe each soil horizon and identify any restrictive features on this form. Indicate depths where features appear.

Soil Boring Number _____					
Depth (Feet)	Textural Class	Structure (if applicable)	Drainage (Mottles) Water Table	Restrictive Horizon	Observations
0					
1					
2					
3					
4					
5					

Soil Boring Number _____					
Depth (Feet)	Textural Class	Structure (if applicable)	Drainage (Mottles) Water Table	Restrictive Horizon	Observations
0					
1					
2					
3					
4					
5					

ATTACH COPY OF SITE DRAWING

Features of Site Area

Presence of 100 year flood zone	See Wilson County Development Permit Application
Presence of upper water shed	Yes No
Presence of adjacent ponds, streams, water impoundments	Yes No
Existing or proposed water well in nearby area	Yes No
Organized sewage service available to lot or tract	Yes No

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

Signature of Site Evaluator

Date

CARE OF YOUR NEW SEPTIC TANK

Facility owners' responsibilities: a properly designed on-site sewerage facility, properly constructed in a suitable soil can malfunction if the amount of water it is required to dispose of is not controlled. It will be the responsibility of the owner to maintain and operate the facility in a satisfactory manner. The proper performance of an on-site sewerage facility cannot be guaranteed even though all provisions of these Standards have been met. Inspection and licensing of an on-site sewerage facility by the licensing authority shall indicate only that the facility meets minimum requirements and does not relieve the owner of the property from complying with County, State and Federal Regulations. On-site sewerage facilities, although approved as meeting minimum Standards, must be upgraded by the owner, at the owner's expense, if the owner's operation of the nuisance conditions are threatened or occur, or if the facility when used does not comply with government regulations.

An on-site sewerage system should not be treated as if it were a city sewer. Economy in the use of water helps prevent overloading of a sewerage system that could lessen its usefulness. Leaky faucets and faulty commode fill-up mechanisms should be carefully guarded against. Garbage grinders can cause a rapid buildup of sludge or scum resulting in a requirement for more frequent cleaning and possible system failure. The excessive use of garbage grinders and grease discarding should be avoided.

Check commodes for leaks that may not be apparent. Add a few drops of food coloring to the tank. Do not flush. If the color appears in the bowl within a few minutes, the toilet flush mechanism needs adjustment or repair.

Do not use the toilet to dispose of cleaning tissues, cigarette butts or other trash. This disposal practice will waste water and also impose an undesired solids load on the treatment system.

Since it is not practical for the average homeowner to inspect his tank and determine the need for cleaning, a regular schedule of cleaning the tank at two (2) to three (3) year intervals should be established. Commercial cleaners are equipped to readily perform the cleaning operation. Owners of septic tank systems shall engage only persons registered with the Texas Commission on Environmental Quality to transport the septic tank cleanings.

Signature of Property Owner

Date

Signature of Homeowner

Date

COUNTY OF WILSON
800 TENTH STREET, BLDG. B
FLORESVILLE, TX 78114
830-393-8503

APPLICATION FOR PERMIT TO CONSTRUCT AN ACCESS DRIVEWAY
FACILITY ON WILSON COUNTY RIGHT-OF-WAY

APPLICANT'S NAME

MAILING ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

FOR OFFICE USE ONLY:

WILSON CO. APPLICATION #: _____

RECEIPT NUMBER: _____

DATE OF APPLICATION: _____

DATE OF PERMIT: _____

Dear Applicant:

The **COUNTY OF WILSON** hereby accepts your application to (re)construct facilities on the County right-of-way for development of access to your property at _____ *(911 address)*
_____ *(subdivision name)*

provided you agree to and comply with conditions set forth in this application.

At time of application, applicant is installing:

- Construction Driveway or
- Permanent Driveway (Inspections will be conducted on permanent driveways only; this office must be notified 48 hrs. prior to pouring concrete.)

1. Design of the construction shall be as authorized and approved by the Wilson County Commissioner's agent or representative's plans and specifications, as set forth in the Driveway Permit Regulations.
2. Maintenance of facilities constructed as requested shall be the responsibility of the grantee and the **COUNTY OF WILSON** will reserve the right to require any changes or maintenance as may be necessary to provide protection of life or property on or adjacent to the road. Changes in design, when approved, will be made only with approval of the County Commissioner or designated agent.
3. The applicant shall hold harmless the **COUNTY OF WILSON** and its duly appointed agents, employees, and officials against any action for personal injury or property damages sustained by reason of the exercise of this application.
4. The applicant shall agree not to erect any sign on or extending over any portion of the road right-of-way, and vehicle service fixtures such as service pumps, vendor stands, tanks or water hydrants will be located twelve feet (12') from the right-of-way line to ensure that any vehicles serviced from these fixtures will be off the road.

I (We), the undersigned applicant(s), hereby agree to accept and comply with the terms and conditions set out in this application for the construction of an access driveway facility in the **COUNTY OF WILSON**.

Signature

Date

****MUST ATTACH SITE/LOCATION DRAWING & DRIVEWAY SPECIFICATIONS**
(WIDTH AT COUNTY ROAD, MATERIAL, CULVERT SIZE)**

30 TAC §285.90(2)

COUNTY OF WILSON §
STATE OF TEXAS §

AFFIDAVIT TO THE PUBLIC

According to Texas Commission on Environmental Quality Rules for On-Site Sewage (OSSFs) Facilities, this document is filed in the Deed Records of Wilson 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 Administrative Code §285.91(12) will be installed on the property described as:

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 the Wilson County Health & Public Safety Office.

WITNESS BY HAND(S) ON THIS ____ DAY OF _____, _____.

(Owner(s) signature(s))

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

Notary Public, State of Texas
Notary's Printed Name:
My 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 with in two (2) business days after said notification.
- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

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:

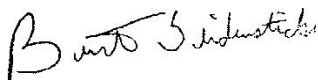
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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