



KB SEPTIC SYSTEMS

P. O. BOX 600
ANDERSON TEXAS 77830
(936) 825-6223

KBSEPTICSYSTEMS@NETZERO.NET

Office Use.

Date Received _____

Received By: _____

County: Milam

Permit # _____

Type: Aerobic

I have been advised and understand that the system to be installed is not warrantied against water surfacing.

KB Septic Systems will not be held liable for water standing or wetness, as we have no control over the weather or water usage.

KB Septic Systems is NOT responsible for the following:

- Dirt Settling around tanks or trenches. You can fill it in with sand purchased at any home improvement store.
- Damage to buried underground utilities or sprinkler lines. Please have them clearly marked, & call 811 to locate and mark other lines.

This will be the owners responsibility.

KB Septic Systems will apply additional charges for the following:

- If there is a deep set and extra risers are needed, there will be a charge per riser.
- If we run into rock while digging and CANNOT break it up easily with the backhoe.
- If the customer uses the drains before the septic is connected and we have to work in unsanitary conditions.

Customer Name: _____

Address at site: _____, Texas _____

Mailing Address: _____

Phone number: _____

Signature: _____ Date: _____

New Installation **MILAM COUNTY HEALTH DEPARTMENT**

Tank Replacement **209 SOUTH HOUSTON ST.**

Drain field-Repair/Replace **CAMERON, TEXAS 76520**

Repair **Phone: (254) 697-7039 Fax: (254) 697-4809**

APPLICATION FOR ON-SITE SEWAGE FACILITY

M.C.H.D. USE ONLY

APPLICATION NO.

DATE RECEIVED

AMOUNT

Fee must be paid by cash, check or money order made payable to: Milam County Health Department

1. PROPERTY OWNER'S NAME: _____
(FIRST) (MIDDLE) (LAST)

2. PERMANENT MAILING ADDRESS: _____

3. DAYTIME PHONE NUMBER: (____) _____ CELL PHONE: (____) _____

4. 911 SITE ADDRESS: _____

5. LOT/TRACT: _____ BLOCK: _____ RECORD SET: _____ VOL: _____ PAGE: _____
SUBDIVISION: _____ LOT SIZE/ACREAGE: _____

6. DIRECTIONS TO SITE: _____

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

8. SINGLE FAMILY RESIDENCE: No. of Bedrooms: _____ Living Area (ft²): _____ Number of Occupants: _____

9. COMMERCIAL/INSTITUTIONAL (including multi-family residences) TYPE: _____

NO. OF EMPLOYEES / OCCUPANTS / UNITS: _____ DAYS OCCUPIED PER WEEK: _____

10. INSTALLER: Kenneth Butts LICENSE NO.: 0010

ADDRESS: P.O. Box 600 CITY: Anderson STATE: TX ZIP: 77830

PHONE NUMBER (936 825-6223) FAX NO.: (_____) _____

PROFESSIONAL DESIGN REQUIRED? Yes No If yes, professional design attached? Yes No

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: SEPTIC TANK AEROBIC UNIT

A. • SIZE REQUIRED: _____ • SIZE PROPOSED: _____
• MANUFACTURER: _____ • MATERIAL/MODEL #: _____

• PRETREATMENT TANK: Yes SIZE: _____ (gal) No N/A

B. OTHER: _____
(Please attach description)

IV. DISPOSAL SYSTEM: TYPE: Gravel _____ 8" Gravel less _____ LPD _____ ET _____
Leaching Chamber _____ Surface Irrigation _____ Other _____

• AREA REQUIRED: _____ • AREA PROPOSED: _____

I certify that the above statements are true and correct to the best of my knowledge. Authorization is hereby given to the Milam County Health Department to enter the above described property for the purpose of lot evaluation and inspection of on-site sewage facility. I understand that a permit to operate the facility will be granted following successful inspection of the installed system which indicates the system is installed in compliance with TCEQ's On Site Sewage Facility Rules, TAC 30, Chapter 285.

(Signature of Owner)

(Date)

MILAM COUNTY HEALTH DEPARTMENT ON-SITE WASTEWATER SYSTEMS CHECKLIST

OWNER'S NAME: _____
(FIRST) (MIDDLE) (LAST)

The following information must be included with the design package for review by the **MILAM COUNTY HEALTH DEPARTMENT**. Failure to include or address all of the following items may result in approval delays.

1. **SITE EVALUATION:** At least two soil borings/backhoe pits shall be taken in opposite ends of the area to be used for the soil absorption system, and shall be excavated to a depth of 2 feet **BELOW** the proposed trench, or to a restrictive horizon whichever is less. **Two copies of the test results and the drawing** must be enclosed. The following information must be included:
 - A. Soil texture analysis. List the texture type.
 - B. Soil structure analysis. List structure type.
 - C. Depth of test. (Soils without at least 24" of suitable soil beneath the proposed drain field shall be considered unsuitable.
 - D. Restrictive horizon evaluation
 - E. Groundwater evaluation
 - F. Topography
 - G. Flood hazard
 - H. Vegetation
 - I. Easements and bodies of water (lakes, watercourses, etc.) must be identified.
 - J. Location of all buildings (existing or proposed)
 - K. All separation distances identified in Table X must be shown.
 - L. All water wells on this site and neighboring properties.

2. **PLANNING MATERIALS:** **Two copies of the construction drawing** must be enclosed and include the following information:
 - A. A detailed, legible site plan with boundary description (Aerobic systems require scale drawing, legal description of the lot, and Affidavit to the Public, and Maintenance Agreement to be attached).
 - B. The location of all buildings (existing or proposed) on the site plan.
 - C. The size and location of the wastewater treatment units and disposal area (include width & depth).
 - D. A cross section of the excavation must be included.
 - E. All water wells on the site and neighboring properties must be identified and located on the site plan.
 - F. Easements and bodies of water (lakes, watercourses, etc.) must be identified.
 - G. All separation distances identified in Table X must be shown.

Maintenance and Monitoring Services

K & K Septic Services LLC

550 County Road 153

Georgetown, TX 78626

512-567-2064

kent@kandksepticsservices.com,

Website: kandksepticsservices.com

Kent B. Knight Installer II 35707, MP 2361, and Site Evaluator 37657

Customer Information:

Owner: _____

OSSF Permit Number: _____

Address: _____

Contract Start Date: _____

City: _____

Contract End Date: _____

County: _____

This agreement is between Kent Knight (Contractor) and Client (homeowner) for services described in this contract. By signing this contract, both parties agree to fulfill his/her responsibilities described herein.

Contractor agrees to perform routine maintenance on the On-Site-Sewage-Facility (OSSF) in accordance with TCEQ and/or Regulatory Authority (County) guidelines three times per year (approximately every four months).

Contractor will report to the Client and the regulatory authority the findings of each site visit within 14 days of each visit.

When any component of the OSSF system is found to need repair, Client will be notified so repairs can be scheduled. These repairs are in addition to the fee for this service agreement and Client will be provided with an estimate before work is performed.

When Client requests an unscheduled service visit, Contractor will respond promptly (two business days or less). It is Contractor's goal to respond to malfunctioning systems as quickly as possible to prevent any down-time in functionality of the OSSF that results in inconvenience to Client. These unscheduled service visits are billable events that are in addition to the fee for this service agreement. Client will be given an estimate for repairs before work is performed.

Client will be given notification of arrival of Contractor to the site to person(s) on location and/or by written notification left onsite.

Client's preferred contact method:

Email: _____ Text msg to # _____

Pick a Plan

____ One-year Plan \$300

____ Two-year Plan \$500

This fee only covers services described herein. It does not cover parts, labor, equipment, or charges for unscheduled visits.

Payments for these unscheduled visits are due upon completion of repairs.

Client's Responsibility

Provide and maintain proper level of tablets in solid chlorinator or bleach in liquid chlorinator if the system is equipped with a chlorinator.

Perform all necessary yard/lawn maintenance needed to ensure proper functioning of the OSSF and to allow Contractor adequate access to all components of the system as well as maintaining adequate site drainage so as not to impact the proper operation of the OSSF.

Immediately notify the Contractor of any problems with the OSSF.

Agrees to never modify or alter any component of the OSSF.

Upon receiving notification of needed repairs to the OSSF, it is the Client's responsibility to schedule repairs with the Contractor. If Client chooses to use another service provider for repairs, it becomes their responsibility to ensure the provider holds an Installer II license and Client must also ensure that the repair event details are reported to the Regulatory Authority within 72 hours.

Agrees to provide water usage history to Contractor upon request to assist Contractor in evaluating OSSF performance.

If laboratory testing is required of samples from Client's OSSF, Client acknowledges that it is his/her responsibility to pay for this testing. This includes transportation of samples to the lab as well as lab fees and fees for the Contractor to collect the sample.

Agrees to never allow backwash from water softener regeneration to enter the OSSF or if this is occurring at the initiation of this service agreement then to decide with the Contractor to divert this stream from the OSSF.

Pump the tanks at Client's expense as needed. Contractor will assist Client in determining when pumping is required.

Agrees to promptly pay Contractor's bills whether it is the service agreement or an unscheduled service request. Payment is due upon completion of work. Bills are considered late and subject to a 10% carrying fee after 30 days.

Access

Client agrees to provide access to Contractor to the OSSF. If there is a gate code to access the property, then either the code is to be provided or Client or representative must be present to allow Contractor access.

If dogs or any other potentially dangerous animals are on property and contained within the same confines of the OSSF or any of its components, Client must ensure that the animals are not a threat.

Contractor. If the Contractor is fearful of his/her safety and cannot enter the OSSF area due to animals or lack of an adequate access code/gate code the Client will be billed for a trip charge of \$75.

Note from Contractor to Client: If your pet is a threat and we have to contact you to schedule our routine visits because you are not home during the day then let's get together and work out a reasonable solution for both of us so we are protected and you are not billed excessively.

Transfer of this agreement

Upon transfer of ownership of property in this agreement, payments to Contractor from Client are transferable, however, this service agreement is not. Any subsequent owner(s) must contact the Contractor so that a new service agreement can be initiated. This must be done less than 30 days from the transfer of ownership of the property. Contractor will pro-rate funds received from the previous owner to the new owner less any outstanding bills due from the previous owner.

Termination of this agreement

This agreement can be terminated by either party with 30 days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If terminated by either party, the Contractor will be paid \$100/hour plus cost of materials for any work performed and not yet paid. The party terminating will immediately contact the other party in writing as well as the regulatory authority. It will then be the Client's responsibility to contract with another licensed Maintenance Provider for the service contract required by law.

Limits of liability

In no event shall the Contractor be liable for indirect, consequential, incidental, or punitive damages, whether in contract tort or any other theory. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this agreement.

Severability

If any provision in this agreement 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 this 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.

Performance of Agreement

Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) Contractor receiving a fully executed original copy of this agreement. (2) Contractor receiving payment in full for either a one-year (\$300) agreement or a two-year (\$500) agreement. If the above conditions are not met then the Contractor is not obligated to perform any portion of this agreement.

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

Client or Authorized Agent Date: _____ Maintenance Plan: 1 yr: ___ 2 yr: ___

Name(print) _____

Signature _____

Property address: _____

Gate code: _____

Cell number: _____

Client's Email: _____

Mailing address: _____

Landline: _____

Contractor Date: _____

Kent B. Knight Signature _____

Installer II 35707; Maintenance Provider 2361

Company Mailing Address:

K & K Septic Services LLC.

550 County Road 153

Georgetown, TX 78626

Kent Knight's cell: 512-567-2064

kent@kandksepticsservices.com

www.kandksepticsservices.com

**THE COUNTY OF MILAM
STATE OF TEXAS**

AFFIDAVIT

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSFs) Facilities, this document is filed in the Deed Records of Milam 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 record 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 (insert legal description):

The property is owned by: _____

(Insert owner's full name)

Any OSSF using an aerobic treatment shall have a maintenance contract on that system. All contracted maintenance of an OSSF using aerobic treatment shall be conducted by a certified maintenance provider. There shall be no homeowner or property owner maintenance of an OSSF using aerobic treatment unless the property owner/homeowner is a certified maintenance provider for that aerobic treatment unit.

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 Milam County Health Department.

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

[Owner(s) Signature(s)]

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

BY _____

Name of homeowner(s)

Notary Public, State of Texas

Notary's Printed Name

Notary Commission Expiration