

ALL-PRO SEPTIC

dba of Curtis J. Harris Enterprises, LLC

308 Katy Street Alba, TX 75410

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Email: allprosepticalba@gmail.com Website: www.all-proseptic.com

DOCUMENT REQUIREMENTS FOR SEPTIC SYSTEMS

As you know, we will be providing you with a TURNKEY installation of your new SEPTIC SYSTEM. This means we will handle everything from start to finish. Including drawings, designs, permits, installation, and inspections.

In order for us to accomplish this, each county requires that we provide them with the attached forms filled out and signed by the actual owner of the property where the installation will occur. We are including sample(s) of the forms that apply to your specific installation requirements, to assist you in filling out the forms to your best ability. If there is ANYTHING on there that you can't fill in; don't worry. We will be happy to help with the completion. AND. Don't worry about the notary; as we have a notary here, and we will take care of that for you as well.

In addition to the attached forms, we ask that you provide us with a COPY OF YOUR WARRANTY DEED.

Each county requires that we submit ORIGINALS of the forms you will be filling out; so, we will need to work with you on the best way to get them from you. In person or by mail if you are not local.

Here are the steps we need for the installation process:

- 1) You will fill out the attached forms to the best of your abilities. IF you have ANY questions; please call us at 903-765-2903 so we can help you fill them out.
- 2) You must also provide a copy of the WARRANTY DEED for the property where the system will be installed.
- 3) You will let us know when you are finished so we can make arrangements to get the originals from you
- 4) We will go over the documents, and add or correct any information if necessary.
- 5) We will get the official drawing from a State Licensed Designer
- 6) We will take your original documents, along with the designers' drawings, and obtain the installation permit.
- 7) We will install your new Septic System
- 8) We will contact the county for a final inspection which is usually done the final day of installation.
- 9) Your payment is due in full on the final day of installation. Please see the form you will be signing entitled PAYMENT AND WIRING INSTRUCTIONS.

ON-SITE SEWAGE FACILITY PERMIT APPLICATION SMITH COUNTY, TEXAS

(Contact Information: Trace Stanley – OSSF Inspector – Office: 903-630-4234)

1. Property Owners Name _____ Phone Number _____
2. Owner's Current Mailing Address _____ City/State _____ Zip _____
3. Site Address _____ City/State _____ Zip _____
* (Note: An Accurate 911 Street Address is Required!! – If Necessary call 903-566-8911 to obtain the address)
4. Subdivision _____ Lot # _____ Block/Unit# _____ Tract# _____
5. Size of Lot/Acreage _____ Lot Dimensions _____
6. Type of Structure: New Building _____ OR Existing Building _____ Year Built _____
7. Residence: Number of Bedrooms _____ Number of Bathrooms _____ Heated & Cooled Living Area _____ Sq. Ft.
8. Commercial / Institutional _____ # Employees _____ # Customers _____
* or Multi-Family _____ (Describe) _____
9. Daily Water Usage Rate _____ GPD. Water Saving Fixtures? Yes _____ No _____
10. Source of Water: Private Well _____ Public Water Supply _____ Potable Water Supplied By: _____
11. Proposed Licensed Installer: _____ License # OS00 _____
12. What Type & Size of Treatment System: _____
13. What Type & Size of Disposal System: _____
14. Other Pertinent Information: _____

I hereby certify that this application and attached permitting materials contain no willful or negligent misrepresentation or falsifications and that the information is true, accurate & complete to the best of my knowledge. I understand that any misrepresentation or falsification of facts may result in denial of my application. Authorization is hereby granted for the Permitting Authority to enter the above described property for the purpose of a site evaluation and inspection of the on-site sewage facility. A permit to operate the OSSF will only be granted following a successful inspection of the system.
I understand this Permit to Construct will expire in 12 months.

(Property Owner's Printed Name) (Property Owner's Signature)

Permit Fee for repairs only of a previously permitted OSSF (System Replacement NOT Included).....	\$200.00
Permit Fee for a conventional single-family septic system installation or upgrade	\$400.00
Permit Fee for a single-family aerobic spray, drip irrigation or LPD system	\$400.00
Permit Fee for a commercial or multi-family aerobic or conventional septic system	\$400.00
Permit surcharge added to above fees for any unlawfully operated or installed system	\$400.00

Re-Inspection Fees are 1/2 of the original permit fee.
All Permit Fees Are Non-Refundable & One Permit Per System

All fees are paid in advance: Make Checks Payable to: "RTS Environmental LLC"

APPROVAL FOR CONSTRUCTION BY _____ **PERMIT #** _____
Robert Tracy Stanley OS0040081

(A copy of this application with a signature from the Designated Representative shall serve as "Authorization to Construct" based on planning materials received)

INSPECTED & APPROVED FOR USE BY _____ **DATE** _____
Robert Tracy Stanley OS0040081

(A copy of this application with a signature from the Designated Representative shall serve as "Notice of Approval to Operate" based on Final Inspection of the OSSF)
(ver. 10012025)

INITIAL TWO YEAR AEROBIC SYSTEM SERVICE POLICY

The following named company or individual, _____ hereby enters into a contract with the **owner** of the property located at _____, to provide the initial two-year service policy required by the State of Texas to inspect and service a new aerobic treatment unit or other system as required in TAC 285.91(12).

- A. The **Maintenance Provider** will, at a minimum, inspect, service, and clean as needed, the following items;
 - Aerators and their filters, Pumps and their filters, Diffusers, Disinfection Device, Electrical Components and Circuits,
 - Distribution System including spray heads, valves, etc. as applicable.
 - Aerobic and pump tanks will be checked for scum, sludge levels, turbidity, color, and odors.
 - We will perform a chlorine residual test once each scheduled visit and any other tests as required by TCEQ regulations.

- B. When the **owner** calls with a complaint regarding the system's operation, the **Maintenance Provider** will respond to that complaint within 48 hours. Any items found to be in need of service that are still covered by the warranty will be replaced or repaired immediately under the provisions of the warranty. Payment for items repaired or replaced that are no longer in warranty is the immediate responsibility of the **owner**. The **owner** will also pay for non-scheduled service calls resulting from the **owner's** or tenant's abuse of the system, negligence, or inability to properly operate the system.

- C. The name of the **Maintenance Provider** responsible for fulfilling the terms of this service policy is identified below.

- D. The **Maintenance Provider** will inspect, service, and test this system at least once every four months or more frequently according to all TCEQ requirements and/or additional conditions of the permit.

- E. The **owner** is responsible for maintaining the disinfection unit.

- F. **Maintenance Provider Address** _____

Maintenance Provider Phone Number _____

ACCEPTED BY _____ **Date** _____
(Owner)

ACCEPTED BY _____ **License #** _____ **Date** _____
(Licensed Maintenance Provider)

INSTALLATION OF SEPTIC SYSTEM RELEASE OF LIABILITY DETAILS

By signing this document below, the customer who has commissioned us to install their septic system of any type, understand that Curtis J. Harris Enterprises, LLC dba All Pro Septic, shall be held harmless and released from any and all liabilities pertaining to the following.

1- SITE INFORMATION:

- a. Customer understands that areas identified and agreed upon by both All Pro Septic and the owner as installation area requirements, may be subject to the disruption of present locations of dirt, plants, trees, grass, etc.

2- LIABILITY FOR UNDERGROUND AREAS:

- a. Customer understands that All Pro Septic shall NOT be responsible for damage to any underground utilities, piping, sprinkler lines, etc that are not clearly marked or identified prior to installation day.

- 3- ELECTRICAL POWER:** It is the liability and responsibility of the HOMEOWNER to ensure that there is electrical power available if it is required for this project. All Pro Septic are NOT LICENSED ELECTRICIANS, and will and can only perform the electrical plug-in to the homeowners power source. IF, an electrician is required, it shall be the responsibility of the HOMEOWNER to utilize a licensed electrician, at their own expense. However, if the HOMEOWNER would like us to assist in locating an electrician, and have us coordinate the process, the HOMEOWNER will also pay for the electrician and materials, and there will be a separate charge on the All Pro Invoice for this project to accommodate that expense. Homeowner agrees to hold All Pro Septic harmless from any and all liabilities associated with any issues that may occur from utilizing any additional contractors on-site.

4- LAWNS AND GROUNDS AREA:

- a. Customer understands that installation of septic systems may require the removal or disruption of lawns, plants, trees, etc in order to accomplish the proper placement of the system. These areas will be identified and confirmed with the homeowner prior to installation. Homeowner understand that All Pro Septic shall not be responsible for replacing and/or re-installing any of the grounds area. This includes sod, plants, etc.

5- WEATHER

- a. Customer understands that the installation of septic systems may subject to scheduling changes and/or delays due to weather conditions both prior to and during the scheduled installation date. Should the site area be deemed unsafe to install due to saturated grounds or increment weather, the installation must be delayed to avoid the heavy equipment sinking into the ground at customers site, and being unable to be removed. Weather can also play a large role in affecting the safety of our installation crews, and should we determine that it is unsafe to proceed and reschedule, we will do so without penalty.

6- MISCELLANEOUS. THIS AREA IS FOR OTHER ITEMS NOT STATED ABOVE THAT MAY BE NECESSARY TO ADD DUE TO UNIQUE AND/OR SPECIFIC INSTALLATION REQUIREMENTS. THEY ARE ALSO A PART OF THIS AGREEMENT.

I have read all of the above, and clearly understand the terms of this document. By my signature below, I do hereby agree to all of the above, and to hold Curtis J. Harris Enterprises, LLC dba All Pro Septic, free and harmless from all liabilities herein.

Signature of Customer

Print Name of Customer

Date

Signature of Customer

Print Name of Customer

Date

AFFIDAVIT

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSFs), this document is filed in the Official Public Records of Smith 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 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 local OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission or the local permitting authority of the suitability of this OSSF, nor does it constitute any guarantee by the commission or the local permitting authority 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 this property described as:

911 Street Address (REQUIRED) LIST THE "ACTUAL 911 ADDRESS"

Lot N/A, Block N/A, Subdivision LIST THE SUBDIVISION (IF NONE) N/A, Unit # 2

OR

Acreage 2.80, Survey Name NELSON, Abstract# 42
Land Records Reference, Volume 2848, Page 246, or Instrument# 0000-8861-4120

OR

Attach a "Metes and Bounds" Legal Description

(If this property is not in a recorded subdivision and you do not have an instrument number or a volume and page reference for this specific property, you MUST attach a metes and bounds property description.)

The property is owned by CURTIS HARRIS

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 local permitting authority.

WITNESS MY(our) HAND(s) ON THIS THE _____ DAY OF _____, 20_____

OWNER'S SIGNATURE

owner signature

SECOND OWNER'S SIGNATURE

second owner signature if applicable

SWORN TO AND SUBSCRIBED BEFORE ME on this _____ day of _____, 20_____

by ***OWNER'S PRINTED NAME***

SECOND OWNER'S PRINTED NAME

Owner(s) Printed Name(s)

return to;

All Pro Septic
449 E Greenville St.
Alba, TX 75410

Notary Public, State of Texas Signature and Seal
Notary's Printed Name:
My Commission Expires: