GUIDELINES

CONSTRUCTION ON FLOOD EASEMENT OWNED BY THE AUTHORITY AROUND LIVINGSTON RESERVOIR:

1. On areas within the flood easement that are subject to temporary inundation by flood waters and are above the guide contour, construction of improvements including dwellings is permitted provided that such construction is not in conflict with water quality regulations.

2. On areas within the flood easement that are subject to temporary inundation by floodwaters and are below the guide contour, construction of improvements including dwellings are allowed under the condition that (a) the floor elevation of such structure should be at least two feet above the guide contour; and (b) the construction of such facility does not violate any water quality control regulations.

3. That the owner of fee land encumbered by the flood easement is required to execute an instrument relieving the Trinity River Authority of Texas of any liability that might be incurred by such construction.

Please call (936) 365-2292 with any questions.

P.O. Box 360
Livingston, Texas 77351
(936) 365-2292
Fax (936) 365-2142

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Trinity River Authority of Texas

Lake Livingston Project

APPLICATION PROCEDURES
FOR ON-SITE SEWER PERMITS

STANDARD SYSTEMS

1. Completed application signed by property owner
2. Site Evaluation
3. Original detailed drawing
4. Prescribed application fees: $200.00 for new systems
   $ 60.00 for add-on to existing systems

AEROBIC SYSTEMS

1. Completed application signed by property owner
2. Site Evaluation
3. Original detailed design signed and sealed by Professional Engineer or Registered Sanitarian
4. Affidavit to the Public with Filing Fees for the County Clerk
5. Maintenance agreement
6. Landscaping Plan
7. Prescribed application fees: $ 200.00 for new systems
   $ 60.00 for add-on to existing systems

Allow 7 to 10 days for review of plans and site evaluation.

NOTE: ALL OF THE ABOVE REQUIRED INFORMATION WILL NEED TO BE TURNED IN AT ONE TIME. IF ANY ONE ITEM IS MISSING THE APPLICATION WILL NOT BE ACCEPTED.

Revised: 4/29/13

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Trinity River Authority of Texas

LAKE LIVINGSTON PROJECT

Serving as an agent of the Texas Commission On Environmental Quality.

P.O. Box 360
Livingston, TX 77351

A/C 936
365-2292

APPLICATION FOR ON-SITE SEWERAGE FACILITY

I hereby make application to install and operate an on-site sewerage facility within the 2,000 foot Water Quality Zone as designated by TAC Regulation 285.3 of the Texas Commission On Environmental Quality.

NAME OF APPLICANT _____
(Last) (First) (Middle)

MAILING ADDRESS _____
(Street, P.O. Box) (City) (State) (Zip Code)

HOME TELEPHONE NO. _____ BUSINESS TELEPHONE NO. _____

LOCATION OF PROPOSED CONSTRUCTION: COUNTY _____

SUBDIVISION _____ SECTION _____ BLOCK _____ LOT _____

DESCRIBE LOCATION IF NOT IN SUBDIVISION _____

_____ LOT DIMENSIONS _____

TYPE OF CONSTRUCTION _____ COMMERCIAL ( ) DWELLING ( )

WATER SAVING DEVICES INCLUDED _____ NO. OF BEDROOMS _____ SQUARE FOOTAGE _____

INSTALLER _____ TCEQ LICENSE NO. _____

SEPTIC SYSTEM: PROPOSED ( ) EXISTING ( ) HOLDING TANK ( )

If existing system complete the following items:

SIZE OR DIMENSION OF TANK _____

DRAINFIELD: A. WIDTH OF DRAINFIELD DITCH _____

B. TOTAL LENGTH OF DRAINFIELD _____

C. TOTAL TRENCH BOTTOM AREA OF DRAINFIELD (Length x Width) _____

D. DRAINFIELD DISTANCE FROM WATER'S EDGE (131 FT. MSL)

Authorization is hereby given to the Trinity River Authority of Texas, Texas Department of Health, and the Texas Commission On Environmental Quality or their agents or designees, singularly or jointly, to enter upon the described property for the purpose of performing site evaluations, inspection septic systems or for any reason consistent with the water quality programs of the Trinity River Authority of Texas, The Texas Department of Health or the Texas Commission On Environmental Quality.

_____ Date _____
Signature of Applicant

LANDSCAPING PLAN

Terms and Conditions

ACCEPTANCE:

1. This Landscape plan is offered for acceptance subject to the following terms and conditions unless specifically agreed to otherwise, in writing be a representative of _____ .
2. This Landscape plan is limited to the equipment, labor and service specifically described and none other is intended or implied.

INSTALLATION:

1. Homeowner agrees to allow contractor access to property with any and all equipment and material necessary to complete the installation of an on-site system.
2. Homeowner agrees that the possibility of ground damage may occur from the heavy equipment and material being moved on-site and/or that wet ground conditions may create excessive ground damage during the installation process.
3. Homeowner agrees that during the course of the installation extra soil will be left over due to the tank displacement.
4. Homeowner agrees that existing ground cover (grass) may be permanently displaced during the course of the on-site installation.
5. Homeowner agrees that the possibility of vegetative (tree,shrub) loss may occur as a result of the on-site installation.
6. Homeowner agrees that there is a possibility that some ground settling may occur in the disturbed soil area after the contractor has completed the installation and left the premises.

CONTRACTOR RESPONSIBILITY:

1. Contractor agrees that all work shall be completed in a workman like manor according to standard practices.
2. Contractor agrees to make a reasonable attempt to minimize ground damage during the course of the on-site installation.
3. Contractor agrees to backfill around all tanks and sewer pipe placed into the ground to a minimum of grade level.
4. Contractor agrees to spread excess soil to adjacent area of the installation site unless otherwise directed by the homeowner or if inclement weather prevents this action, the soil will be left at its present location.

HOMEOWNER RESPONSIBILITY:

1. Homeowner agrees to re-grade soil in areas where soil settling has occurred.
2. Homeowner agrees to re-seed or sod areas of disturbed soil where existing ground cover was present prior to the on-site installation.
3. Homeowner agrees to seed or sod any and all areas located within the surface application area upon completion of the on-site installation.
4. Homeowner agrees to rake to grade any an all areas disturbed by the on-site installation.
5. Homeowner agrees to dispose of any stumps or roots exposed or removed during the course of the on-site installation.

ADDITIONS/EXCLUSIONS:

The following terms and conditions that shall be included into this agreement:

_____

_____

_____

Installer:_____ Homeowner:_____

Date:_____ Date:_____

Trinity River Authority of Texas

Lake Livingston Project

INSTRUCTIONS FOR EXECUTION OF AFFIDAVIT TO THE PUBLIC

Attached is an Affidavit to the Public for actual water usage. The Trinity Authority requires an Affidavit to the Public be filed at the County Courthouse anytime an Aerobic Treatment Unit is installed or when two or more lots are bound together by a wastewater system. This document will be filed with the property deed to notify prospective buyers of conditions present. This affidavit must be completed and returned to our office as soon as possible so we may authorize installation of your system. Please complete the following steps concerning this document:

(1) Read the Affidavit to the Public, sign and date it where indicated before a Notary Public.

(2) Return the Affidavit to the Public to us with a check made payable to the County Clerk in which your property is located. Please put your Driver's License Number and birth date on the check.

If you have any questions, please contact this office at (936) 365-2292.

COUNTY	FILING FEE
TRINITY	$26.00
WALKER	$26.00
POLK	$26.00
SAN JACINTO	$21.00

NOTE: PLEASE MAKE SURE THAT ALL AFFIDAVITS ARE ON LEGAL SIZE (8 ½ X 14) PAPER.

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Must Be Legal Size 8 1/2"X14"

AFFIDAVIT TO THE PUBLIC

COUNTY OF _____ §
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 _____ _____ County, Texas and being more particularly described as follows: _____

_____

_____

_____

The undersigned further states that a wastewater system requiring a maintenance contract has been or will be installed in accordance with the permitting provisions of the Trinity River Authority. Further, the undersigned states that he/she will, upon any sale or transfer of the above-described property, notify any buyer or transferee of the condition. For more information concerning the rules or regulations on wastewater systems, please contact the Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087.

This Onsite Sewer Facility must be covered by a continuous maintenance contract. All maintenance on this Onsite Sewer Facility must be performed by an approved maintenance company, and a signed maintenance contract must be submitted to the Trinity River Authority within 30 days after the property has been transferred, upon renewal of a contract, or upon changing maintenance companies.

WITNESS MY/OUR HAND(S) on this _____ day of _____, _____

_____
Name(s) of Homeowner(s)

SWORN TO AND SUBSCRIBED BEFORE ME on this ____day of _____, _____
by _____

(SEAL)

_____
Notary Public, State of Texas
Notary's Printed Name:_____
My Commission Expires: _____

Must Be Legal Size
8 1/2"X14"

AFFIDAVIT TO THE PUBLIC

COUNTY OF _____ §
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 _____ _____ County, Texas and being more particularly described as follows: _____
_____
_____
_____

The undersigned further states that a wastewater system or an aerobic wastewater system requiring a maintenance contract has been or will be installed in accordance with the permitting provisions of the Trinity River Authority. Said system being on lots _____ shall bind these lots as one unit not to be sold or transferred individually. Further, the undersigned states that he/she will, upon any sale or transfer of the above-described property, notify any buyer or transferee of the condition. For more information concerning the rules or regulations on wastewater systems, please contact the Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087.

This Onsite Sewer Facility must be covered by a continuous maintenance contract. All maintenance on this Onsite Sewer Facility must be performed by an approved maintenance company, and a signed maintenance contract must be submitted to the Trinity River Authority within 30 days after the property has been transferred, upon renewal of a contract, or upon changing maintenance companies.

WITNESS MY/OUR HAND(S) on this _____ day of _____, _____

_____
Name(s) of Homeowner(s)

SWORN TO AND SUBSCRIBED BEFORE ME on this ____day of _____, _____
by _____

(SEAL)

_____
Notary Public, State of Texas
Notary's Printed Name:_____
My Commission Expires: _____