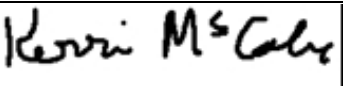

 <p><b>ENVIRONMENTAL QUALITY</b></p>	<b>OFFICE OF WATER QUALITY</b>		
	<b>INSPECTION REPORT</b>		
	AFIN: 12-00029	PERMIT #: AR0022381	DATE: 3/17/2022
	COUNTY: 12 Cleburne	PDS #: 119882	MEDIA: WN
GPS LAT:	LONG:	LOCATION: N/A	
<b>FACILITY INFORMATION</b>		<b>INSPECTION INFORMATION</b>	
NAME: <b>Heber Springs Collection System</b> LOCATION: CITY: <b>Heber Springs, AR</b>		FACILITY TYPE: <b>1 - Municipal</b> INSPECTOR ID#: <b>84022 S - State</b> FACILITY EVALUATION RATING: <b>N</b> INSPECTION TYPE: <b>SSO/Collection System</b>	
<b>RESPONSIBLE OFFICIAL</b>		DATE(S): <b>3/17/2022</b> ENTRY TIME: <b>10:00</b> EXIT TIME: <b>12:00</b> PERMIT EFFECTIVE DATE: <b>1/1/2019</b> PERMIT EXPIRATION DATE: <b>12/31/2023</b>	
NAME: / TITLE <b>Paul Graham / General Manager</b> COMPANY: <b>Heber Springs Water and Sewer Utility</b> MAILING ADDRESS: <b>1108 West Front Street</b> CITY, STATE, ZIP: <b>Heber Springs AR 72543</b> PHONE & EXT: / FAX: <b>501-250-5788 / 501-362-3338</b> EMAIL: <b>paul@heberspringswater.com</b>		FAYETTEVILLE SHALE RELATED: <b>N</b> FAYETTEVILLE SHALE VIOLATIONS: <b>N</b>	
CONTACTED DURING INSPECTION: <b>Yes</b>		<b>INSPECTION PARTICIPANTS</b>	
NAME/TITLE/PHONE/FAX/EMAIL/ETC.: <b>Paul Graham, General Manager (Class IV and Advanced Industrial; Lic. #008201)/(501) 250-5788/paul@heberspringswater.com</b> <b>Joey Massey, WWTP Manager (Class III; Lic. #008421)/(501) 250-3442/hswwtp@heberspringswater.com</b> <b>Carl Johnson, Operator (Class III and Advanced Industrial; Lic. #007759)</b>			
<b>AREA EVALUATIONS</b>			
<small>(S=Satisfactory, M=Marginal, U=Unsatisfactory, N=Not Applicable/Evaluated)</small>			
<b>N</b>	PERMIT	<b>N</b>	FLOW MEASUREMENT
<b>N</b>	RECORDS/REPORTS	<b>N</b>	LABORATORY
<b>N</b>	OPERATION & MAINTENANCE	<b>N</b>	EFFLUENT/RECEIVING WATER
<b>N</b>	SAMPLING	<b>N</b>	SLUDGE HANDLING/DISPOSAL
<b>S</b>	OTHER: <b>SSO/Collections System</b>		
<b>SUMMARY OF FINDINGS</b>			
<p><b>No violations were noted at the time of the inspection.</b></p>			
<b>GENERAL COMMENTS</b>			
<p>On Thurs, March 17, 2022, an inspection of the City of Heber Springs satellite system (Eden Isle) was conducted. The inspection consisted of a review of the contract between Heber Springs Water and Sewer Utility and Eden Isle Sewer Facilities Board. This contract covers the reporting of SSO within the area of coverage for Eden Isle and the indirect discharge of industrial wastes from Eden Isle to the City of Heber Springs collection system. The contract is included as an attachment to this inspection report.</p> <p><b>Note: There were no inspections of lift stations associated with the City of Heber Springs or Eden Isle conducted at this time.</b></p>			
INSPECTOR'S SIGNATURE: 		DATE: <b>3/30/2022</b>	
SUPERVISOR'S SIGNATURE: 		DATE: <b>4/19/2022</b>	

# RE: City of Heber Springs - Records Request

Tuesday, March 29, 2022

11:20 AM

Subject	<b>RE: City of Heber Springs - Records Request</b>
From	<a href="#">Paul Graham</a>
To	McCabe, Kerri; HSWWTP
Sent	Friday, March 18, 2022 2:57 PM
Attachments	<<Signed Eden Isle Professional Services Agreement 2021.pdf>> <<Signed Eden Isle Sewer Contract 2019.pdf>>

Kerri,

Here is the agreement we have for Eden Isle. I have also attached a copy of our contract with Eden Isle for your reference. We will work on getting the other records to you soon. Thanks.

**Paul Graham**

**General Manager**

Heber Springs Water and Wastewater Utility

1108 W. Front St.

Heber Springs, AR 72543

Office: 501-362-3422

Cell: 501-250-5788

Fax: 501-362-3338

Email: paul@heberspringswater.com



**From:** McCabe, Kerri

**Sent:** Friday, March 18, 2022 9:30 AM

**To:** Paul Graham ; HSWWTP

**Subject:** City of Heber Springs - Records Request

**Importance:** High

Paul and Joey,

It was nice visiting with both of you yesterday. Always a great view of Sugarloaf from the plant!

To recap, the plant looks good as always. I had no issues with O&M. Y'all have already acknowledged the motor issue at preliminary and have that scheduled for repair. I will have this in "Summary of Findings," but it will not be listed as a violation. However, please provide me with documentation of the scheduled repair or evidence of final repair. The only other very minor thing I noticed was some floatables around preliminary and the lagoon. I understand this is difficult to control in a lagoon system, and I can tell y'all are managing it effectively. This will be another mention in the IGP report, but it will not be a citation.

Regarding records, I will need the following provided to me by **Friday, March 25, 2022**:

**May and Oct 2021 for Outfall 002:**

- Flow record for each month
- Chains of Custody (COC) for each month
- Lab analysis sheets for each month
- Aliquot info for composite samples (i.e., time sample is collected, volume of sample, flow during sample collection, etc.) for each month
- One WET testing report from 2021
- If there was a discharge from Outfall 003 in 2021, I will need all of the same above information as it pertains to that outfall
- Corresponding influent/effluent BOD5 and TSS sampling to demonstrate percent removal (2021)
- Contract between the City of Heber Springs and Eden Isle for the satellite system (e.g., SSO and industrial waste details)

If you have any questions regarding the requested information, please feel free to contact me (email and cellphone are best).

Thank you,

**Ms. Kerri McCabe** | Inspector Supervisor

**Division of Environmental Quality | Office of Water Quality  
Compliance Branch**

775 Hwy 201 N, Ste A, PO Box 442 | Mountain Home, AR 72654-0442

t: 501.682.0642/870.424.3322 ext. 3 | c: 501.352.5641 | e: [mccabe@adeq.state.ar.us](mailto:mccabe@adeq.state.ar.us)



**ARKANSAS**  
ENERGY & ENVIRONMENT

## Heber Springs Water and Wastewater

### Special Agreement for Professional Services


It is hereby understood and agreed that the undersigned parties have agreed to the following terms regarding the assistance of Heber Springs Water and Wastewater Utility to Eden Isle Sewer Facilities Board for Professional Services.

- HSWS will provide SEWER MAIN LOCATING services for Eden Isle Sewer Facilities Board at a rate that will reimburse HSWS for the Utility's cost in providing such services, but not to exceed \$75 per locate. Eden Isle will be responsible for providing HSWS the latest maps of the sewer system and shall update said maps as necessary. Eden Isle agrees that it will not hold HSWS liable in the event of an improperly marked locate, provided that HSWS was making a good faith effort to mark the sewer main as closely to the provided map as possible. Eden Isle will also be responsible to repair any damage that may occur due to a mismarked sewer main. HSWS may assist in the repair at its own discretion.
- HSWS will perform SEWER SERVICE LINE PLUMBING INSPECTIONS for Eden Isle at a rate that will reimburse HSWS for the Utility's cost in providing such services, but not to exceed \$60 per inspection. Eden Isle agrees that it will not hold HSWS liable in the event of any damages arising from the inspection, provided that HSWS was making a good faith effort to follow all current plumbing codes and uses licensed plumbing inspectors. Eden Isle will also be responsible to repair any damage that may occur due to any inspection failure. HSWS may assist in the repair at its own discretion.
- HSWS agrees to REPORT any SANITARY SEWER OVERFLOW that may occur on Eden Isle to the Arkansas Department of Environmental Quality, provided that Eden Isle reports them to HSWS. Eden Isle agrees to report any SSO with two (2) days of its discovery. Eden Isle agrees to pay HSWS for the Utility's costs associated with this service, but not to exceed \$60 per report. HSWS will not be held liable if an SSO is not reported to ADEQ if HSWS has not received notice of the SSO within 2 days of its discovery.
- HSWS will assist Eden Isle in other miscellaneous professional services, including, but not limited to, sewer main cleanings at a rate that will cover all associated costs to HSWS. Eden Isle agrees that HSWS will not be held responsible for any damages to any property, people, or sewer main, provided that HSWS is acting in good faith and according to appropriate standards to ensure the safety, life, and property of all parties involved. HSWS may assist in the repair/cleanup at its own discretion.

It is further agreed that Heber Springs Water and Wastewater Utility will perform these services on an "as needed" basis and provided that Heber has the ability and staff to perform such services. Eden Isle Sewer Facilities Board understands that HSWS's system comes first, and that

these professional services may be delayed if Heber does not have the staff available to perform such services.

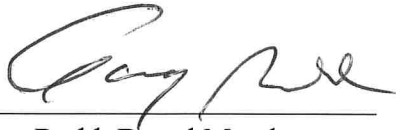
This agreement may terminated at any time by either party, for any reason, provided that the termination is in writing with a 30 day notice.



Bill Johnson, Chairman  
Eden Isle Sewer Facilities Board

3/12/2021

Date



Gary Redd, Board Member  
Eden Isle Sewer Facilities Board

3/12/2021

Date



Paul Graham, General Manager  
Heber Springs Water and Wastewater Utility Date

3/12/2021

## WHOLESALE SEWER SERVICE AGREEMENT

This Wholesale Sewer Service Agreement ("Agreement") is executed as of May 31, 2019, by and between Heber Springs Water and Sewer Utility ("Heber") and Eden Isle Sewer Facilities Board of Cleburne County, Arkansas ("Eden").

WHEREAS, Heber owns and operates a sewage intake, collection, and treatment system and desires to collect sewage conveyed and discharged from Eden; and

WHEREAS, Eden desires to pay Heber for its services related to the collection of sewage discharged from Eden to Heber pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions referenced and exchanged herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Collection of Sewage. During the Term (defined below) of this Agreement, Heber agrees to accept and collect, subject to those limitations provided below, all sewage conveyed and discharged from Eden to Heber in a maximum amount not to exceed 100,000,000 gallons of sewage per year. Eden, in turn, covenants and agrees to pay to Heber on a monthly basis that consideration that is more fully described in Paragraph 2, below. During the Term, Eden agrees to look to and consider Heber as its sole and exclusive provider of those sewage collection and treatment services provided hereunder, and shall not otherwise endeavor to seek similar services from other third parties during the Term.

2. Consideration. In consideration for Heber's agreement to accept Eden's sewage discharge as provided herein, Eden agrees to pay to Heber, beginning the first month after the completion of the installation and operation of the Master Meter (defined below) a sum equal to \$1.90 per thousand gallons of sewage received at the Master Meter (the "Initial Rate"). The Initial Rate shall remain constant and unchanged for a period of four years from and after that date upon which the Master Meter is installed in becomes operational. Thereafter, to the extent that Heber subsequently increases the fee charged to its in city customers for sewer collection services rendered, the Initial Rate shall be increased by a proportionate percentage. For example, should Heber increase its sewer collection fees to its in city customers by 10%, then the Initial cap rate shall also be increased by 10%. (The Initial Rate and all applicable increases thereto shall collectively be defined herein as the "Consideration"). Notwithstanding any other provision hereof, the Consideration may be increased by Heber in its reasonable discretion in order to pass-through any and all reasonable, necessary and direct operating costs and expenses related to the performing of Heber's obligations hereunder, provided, however, that the Initial Rate shall not be subject to adjustment for four years from and after the date of this Agreement.

Upon request, Heber will produce invoices and explanations in support of all costs that are passed-through to Eden pursuant to the provisions hereof.

3. Billing Procedure. Heber shall read the Master Meter on or about the 15<sup>th</sup> day of each month. Heber shall submit invoices to Eden on or about the 1<sup>st</sup> day of each month thereafter, and payment is due from Eden on or before the 15<sup>th</sup> of the month in which the invoice was submitted. Each invoice shall itemize the amount of sewage collected by Heber *multiplied by* the Consideration in order to reflect the total amount of said invoice. Should Eden ever object to the amount of said invoice, Eden shall pay in full the invoiced amount and, thereafter, perform any testing and review those records that Eden deems necessary and appropriate. To the extent that Eden successfully demonstrates an error in the invoice, Heber and Eden shall adjust the next monthly invoice in an amount equal to the required offset. Failure to pay the invoiced amount on or before the date it is due shall result in a 10% delinquency charge. Eden shall always maintain sewer collection and treatment rates for its customers in an amount equal to 110% of all operations and maintenance, general and administrative, debt service, and other operating expenses that Eden might incur of every nature. Eden agrees that it shall increase its sewer collection and treatment rates to its customers should Eden be unable to achieve the coverage required hereby and shall provide proof of such coverage to Heber upon request.

4. Term. The term of this Agreement shall begin as of that date upon which Eden sells those bonds associated with certain improvements related to the execution of this Agreement and shall continue for a period of 25 years thereafter (the "Term"), subject only to changes in the Consideration as set out in paragraph 2 above, for as long as Eden is not in default of any of the terms of this Agreement.

5. Meter Reading; Accuracy; Adjustments. Heber shall be responsible for the ownership and maintenance of a master wastewater meter that shall measure all sewage conveyed by Eden hereunder (the "Master Meter"). The Master Meter shall be located at the Heber Springs' City Limits and at that point that is generally illustrated on **Exhibit A**, attached hereto. Heber shall be responsible for conducting meter readings as of the 15<sup>th</sup> business day of each calendar month during the Term, or otherwise in accordance with the Heber's meter reading policies that are uniformly applied across Heber's water system. Eden shall possess the right to test and request Heber to calibrate and, if appropriate, adjust the Master Meter at any time in order to insure the accuracy of all sewage intake readings derived from the Master Meter. The Master Meter's readings shall be deemed accurate to the extent that they are not greater or lesser than 2% above or below calibration testing. Should the Master Meter testing result in inaccuracies, the Master Meter shall promptly be adjusted at Heber's sole expense and the preceding three (3) months wastewater purchase invoices shall be adjusted and modified in accordance with the percentage of the inaccuracy found by such test. Should the Master Meter testing prove the meter to be accurate, the cost of such test will be at Eden's sole expense. If the Master Meter fails to register wastewater flow during any period, Eden agrees to pay during said period of time an amount equal to a monthly average of the previous twelve months of bills. Eden, upon reasonable notice to Heber and if accompanied by a Heber representative, shall have access to the Master Meter at all reasonable times in order to verify readings therefrom. Eden shall be responsible at its sole cost and expense for the maintenance and proper operation of all sewage collection lines, pump stations and other appurtenances owned by Eden, and agrees that the foregoing shall always be maintained and operated in accordance with

applicable governmental rules and regulations. Eden agrees to indemnify and hold harmless Heber from and against any and all losses or liabilities that Heber may incur should Eden fail to properly maintain and operate the foregoing.

6. Force Main. The force main associated with this Agreement shall be installed, operated and maintained by Eden at that point identified generally on **Exhibit A** attached hereto (the "Force Main") in accordance with Heber's specifications and in compliance with the Recommended Standards for Wastewater Facilities (10 State Standards), and in accordance with all state and federal rules and regulations. The Force Main shall be a "Dedicated Force Main" for the sole purpose of transmitting Eden's sewage to the Master Meter. Eden shall have the right to allow third parties to connect to Eden's sewage collection and distribution lines so long as said third parties agree to abide by all federal, state and local environmental, health and other rules and regulations applicable thereto.

7. Easements. All costs associated with the procurement of easements and the condemnation of property, if necessary, shall be paid by Eden.

8. Maintenance. Eden shall be solely and exclusively responsible for maintaining and operating Eden's Force Main, gravity sewer transmission lines, and related and unrelated appurtenances up to the Master Meter. Heber shall be responsible for maintaining and operating all of its gravity sewer transmission lines, pump stations, storage tanks, and related and unrelated appurtenances after and on the "city side" of the Master Meter. Both Heber and Eden agree that all maintenance standards shall be in compliance with the rules and regulations of the Arkansas Department of Health along with all other local, state, and federal, health department and related and unrelated regulations applicable thereto. Without limiting the foregoing, Eden further agrees that all sewer that is delivered to the Master Meter shall comply with those standards set forth on **Exhibit B** attached hereto. Eden agrees to indemnify and hold harmless Heber and its officers, directors, agents and employees (collectively, the "Indemnified Parties") from and against any and all costs and liability of whatever nature that the Indemnified Parties might incur as a result of the failure by Eden to comply with all applicable local, state and federal environmental, health department and related and unrelated rules and regulations applicable thereto.

9. Assignment. Eden acknowledges and agrees that the provisions of this agreement may not be assigned by Eden to any third party absent the express prior written consent of Heber. To the extent that Eden might consider an assignment of its rights hereunder, Heber reserves the right to review the financial condition of Eden's proposed successor, and Heber will, at a minimum, require that the financial strength and liquidity of any successor proved be equal to or better than that of Eden.

10. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when posted, United States Mail, certified, postage prepaid, with proper address as indicated hereinbelow. Unless otherwise provided by Eden or Heber, all notices, certificates and communications shall be addressed as follows:



TO EDEN: Eden Isle Sewer Facilities Board of Cleburne County, Arkansas  
P. O. Box 149  
Heber Springs, AR 72543

TO HEBER: Heber Springs Water and Sewer Utility  
1108 W. Front St.  
Heber Springs, AR 72543

13. Rules of Interpretation. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Arkansas. The topical headings of sections, subdivisions or paragraphs herein are for convenience only and shall not affect the construction hereof.

14. Default; Waiver. Upon default in performance of any provision, section, obligation, duty, term or condition by Eden as provided herein, failure or inaction by Heber to declare this Agreement terminated shall not be deemed a waiver of any right of Heber to so terminate this Agreement upon and during any subsequent breach by Eden. Provided, however, that no default shall be deemed to have occurred until and unless a party hereto has delivered to the other party written notice of the occurrence of a specified default and the other party has failed to cure such default within sixty (60) days of such notice.

15. Certificates; Licenses. Both Heber and Eden shall procure and maintain all such certificates and licenses as required by law or ordinance and secure approval of this Agreement by the appropriate Federal or State or local agencies, if required, including, without limitation, all water system operator licenses and related licenses and permits that might be required by the Arkansas Department of Health.

16. Third Party Beneficiary. This Agreement shall not enure to the benefit of any third party, specifically any user, customer or member of Eden's entity, and no third party, user, customer or member of Eden's shall acquire any rights nor shall Heber be obligated thereunto, and no suit, claim, action, or cause shall be maintained against Heber by such third party, user, or customer or member by virtue of this Agreement.

17. Severability. In the event any provision, section, phrase, clause, sentence or paragraph of this Agreement shall be held invalid or unenforceable by any court, such holding shall not invalidate or render unenforceable any other provision, section, phrase, clause, sentence or paragraph hereof.

18. Amendment; Assignment. Except as otherwise provided in this Agreement, it shall not be amended, changed, modified, altered or assigned in whole or in part without the prior written consent of Heber and Eden.

19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute and be one and the same instrument.

20. Entire Agreement. This instrument contains the entire agreement between Eden and Heber hereunto as to the subject matter contained herein.

21. Authority. Heber and Eden each represent the authority of their representatives to execute and deliver this Agreement by the resolutions, orders or ordinance attached hereto and made a part hereof as if set out herein verbatim.

(Signature Page Follows)

(Signature Page to Wholesale Wastewater Purchase Agreement)

This Agreement is executed as of the date first written above.

**HEBER SPRINGS WATER AND SEWER UTILITY**

By: John L. Latimer

Title: Commission Chairman

**EDEN ISLE SEWER FACILITIES BOARD OF  
CLEBURNE COUNTY, ARKANSAS**

By: Billy L. Johnston

Title: Chairman

**CITY OF HEBER SPRINGS, ARKANSAS**

By: Jerry Clark

Title: Mayor

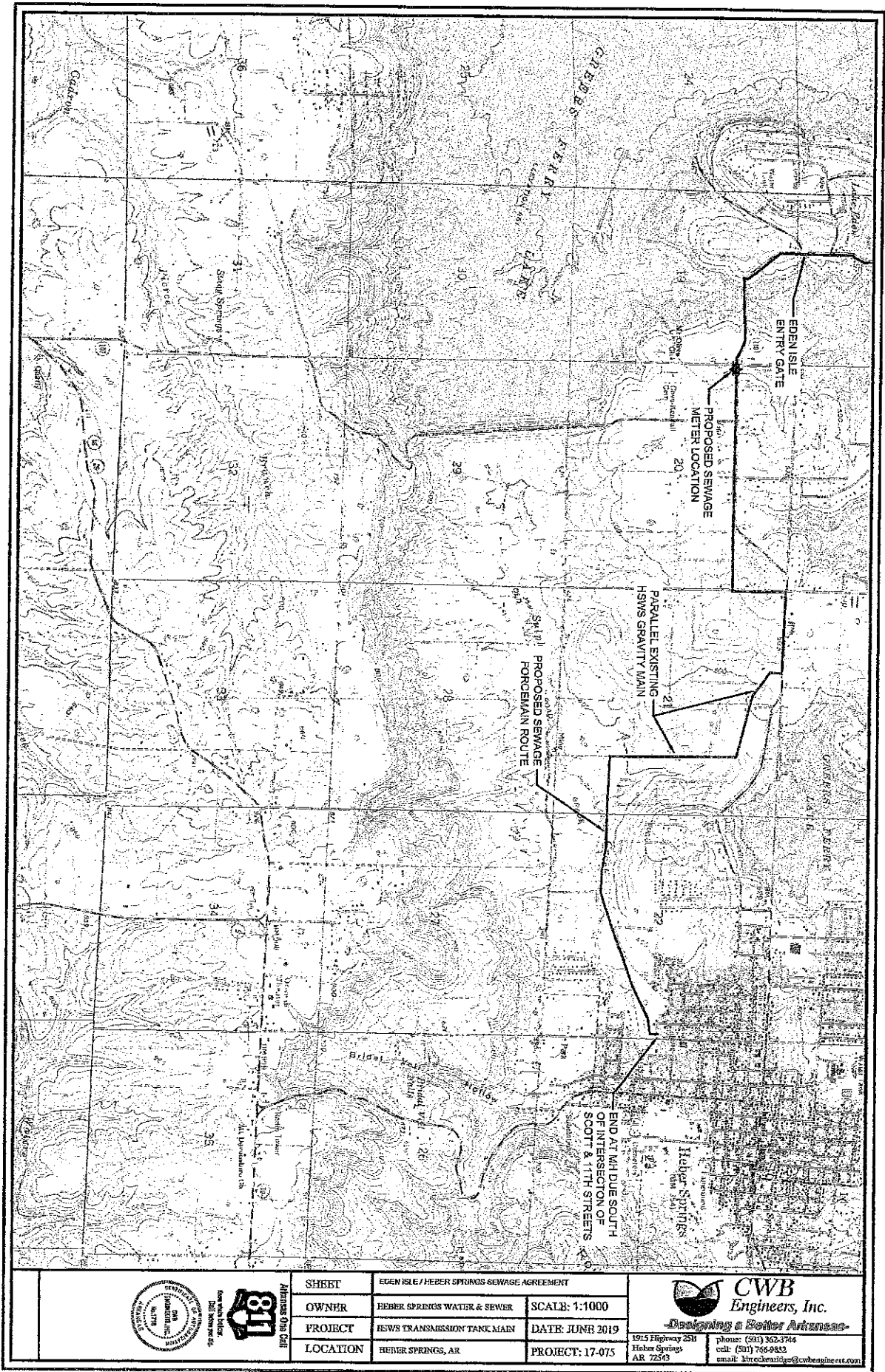
## EXHIBIT A

**POINT OF DELIVERY:** The Master Meter.

**MASTER METER GENERAL LOCATION:** The Master Meter is located at the westernmost city limits boundary on the easement on State Highway 110, as detailed on the attached map.

**FORCE MAIN GENERAL LOCATION:** The Force Main begins at the new pumping station within the boundaries of Eden, and terminates within the City Limits of Heber at the manhole due south of the intersection of Scott & 11th Streets, as detailed on the attached map.

EXHIBIT A



SHEET	EDEN ISLE / HEBER SPRINGS SEWAGE AGREEMENT	
OWNER	HEBER SPRINGS WATER & SEWER	SCALE: 1:1000
PROJECT	HEWS TRANSMISSION TANK MAIN	DATE: JUNR 2019
LOCATION	HEBER SPRINGS, AR	PROJECT: 17-075

**CWB**  
**Engineers, Inc.**  
*Designing a Better Arkansas*

1915 Highway 25B  
 Heber Springs  
 AR 72549

phone: (501) 362-3746  
 cell: (501) 766-9833  
 email: bkrackentiger@cwbeengineers.com

## EXHIBIT B

### Minimum Requirements Related to Sewage Delivery

In addition to those other warranties and representations set forth above applicable to the delivery of sewage from Eden to Heber, Eden further agrees and understands that all such sewage and the delivery thereof shall comply with the following terms and provisions:

all commercial and industrial wastewater as well as all other wastewater in Eden discharge shall meet all applicable federal and state regulatory requirements and will comply with all Heber ordinances and Heber regulations regarding sewer discharges.

Eden shall further comply with all applicable amendments as may be made to all such ordinances and regulations as may be made from time to time by federal authorities, state authorities, or Heber and hold Heber harmless for any sanctions, civil penalties, fines, costs, attorney fees or any other violation of federal regulations or state regulations caused by Eden discharge which causes Heber to incur such cost or expenses.

Eden agrees that in the event that Eden fails to comply with applicable federal guidelines, state guidelines, Heber ordinances or regulations Eden shall come into compliance as soon as possible after notification of such non-compliance. In the event that Eden has not taken action to correct the problem within fifteen (15) days of the date of notice of violation, Eden agrees that Heber may take action within its sole discretion but, shall have no obligation to correct the problem and make any necessary repairs. Eden further agrees to pay the reasonable costs of any such necessary action or repair. Such amount shall be paid within thirty (30) days of the date Heber submits a bill to Eden for the services. Eden has the right to question and receive supporting documentation for any such bill. Compliance with this agreement does not relieve Eden of its obligations to comply with any or all applicable pre-treatment regulations, standards, or requirements under local, state, or federal laws, including any such regulations, standards, requirements or law that may become effective during the term of this agreement.

Eden shall not discharge into the Heber wastewater system any pollutant(s) which cause Pass Through or Interference. Pass Through means a discharge, which exits the Heber wastewater treatment in quantities or concentrations, which alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirement for the Heber wastewater system. Interference means a discharge which, alone or in conjunction with a discharge or discharges from other wastewater sources inhibits or disrupts the process or operations in the Heber wastewater ponds or causes a violation of any requirement for the Heber wastewater system (including an increase in the magnitude or duration of a violation).

In addition, the following pollutants shall not be introduced into the system:

1. Pollutants which create a fire or explosion hazard including but not limited to, waste streams with a closed cup flash point or less than 140° degrees Fahrenheit (°F) or 60° degrees Celsius (°C) using test methods specified in 40 CFR Part 261.21.
2. Solid or viscous pollutants in amounts which will cause obstructions to the flow in the system resulting in Interference.
3. Any pollutant, including oxygen-demanding pollutants, release in discharge at a flow rate and/or a pollution concentration which will cause Interference with the system.
4. Heat in amounts that will inhibit biological activity in the system resulting in Interference, but in no case heat in such quantities that the pond temperature exceeds 40° degrees C (104° degrees F).
5. Petroleum oil or products of a mineral origin in amounts that will cause Interference or Pass Through.
6. Pollutants which result in the presence of toxic gases, vapors or fumes within the system that will cause acute worker health or safety problems.
7. Any trucked or hauled pollutants.

#### ADDITIONAL COVENANTS

1. All Eden discharges into the Heber wastewater system shall comply with all applicable laws, regulations, standards and requirements contained in the most recent update of the City of Heber Sewer Pretreatment Ordinance. And any applicable state or federal pretreatment laws, regulations or requirements that may become effective during the term of this agreement.
2. Eden shall require any indirect discharges to the Heber wastewater system to comply with the reporting requirements of Sections 204(b), 307 and 308 of the Clean Water Act, including any requirements established under 40 CFR 403.
3. Eden shall provide Heber with assistance requested in determining the violation of any law, regulation, ordinance or rule pertaining to this agreement.
4. The terms and conditions of the agreement shall be subject to modification by Heber at any time as a result of:
  - A. The issuance of a special order by the Arkansas Department of Environmental Quality (ADEQ) or the Environmental Protection Agency (EPA) or of a change in the requirements of the secondary treatment system.
  - B. The promulgating of a new federal or state standards or requirements.
  - C. A substantial change in the volume or character of the pollutants being introduced into the Heber wastewater system by Eden.
5. Eden shall provide personnel to operate and maintain the Sewer System in its entirety. In the event that all or parts of the area served by Eden are annexed into the City of Heber, Eden shall still be responsible to operate and maintain the system.

ARTICLE IX: MONITORING

Eden will provide in their system design a sampling valve immediately before the point where Eden discharge enters the Heber wastewater system or at a major pump station that pumps directly to the Heber system. One time per year at times selected by Heber, Heber shall have the right to take samples of Eden discharge and have them tested at a qualified independent laboratory. The cost of this testing will be evidenced by a copy of the laboratory report and invoice. Eden will pay the cost of these tests. In the event that any pollution violation is found, Eden will be notified immediately in writing. Eden will then proceed immediately to correct the problem.