

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY  
NOTICE OF INTENT  
INDIVIDUAL TREATMENT FACILITIES  
NPDES GENERAL PERMIT ARG550000

Application Type: New  Renewal  (Permit # ARG55 \_\_\_\_\_)

I. PERMITTEE/OPERATOR INFORMATION

Permittee (Legal Name): Ryan Mooney, Kathy Whaley Operator Type:  
Permittee Mailing Address: 1685 S Silverthorne Dr  State  Partnership  
Permittee City: Little Rock  Federal  Corporation\*  
Permittee State: Arkansas Zip: 72207  Sole Proprietorship/Private  
Permittee Telephone Number: 501-650-2105 \*State of Incorporation: \_\_\_\_\_  
Permittee Fax Number: NA The legal name of the Permittee must be  
Permittee E-mail Address: r.james.mooney@gmail.com identical to the name listed with the  
Arkansas Secretary of State.

II. INVOICE MAILING INFORMATION (Home owners are exempt.)

Invoice Contact Person: N/A City: \_\_\_\_\_  
Invoice Mailing Company: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Invoice Mailing Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

III. FACILITY INFORMATION

Facility Name: Mooney-Whaley Residence Facility Contact Person: Ryan Mooney  
Facility Address: 1685 S Silverthorne Dr Telephone Number: 501-650-2105  
Facility County: Saline Facility City, State & Zip: Little Rock, Ar 72210  
Facility Latitude: 34 Deg 44 Min 59.06 Sec Facility Longitude: 92 Deg 35 Min 16.35 Sec  
Datum  
Accuracy: \_\_\_\_\_ Method: \_\_\_\_\_ : \_\_\_\_\_ Scale: \_\_\_\_\_ Description: \_\_\_\_\_

IV. DISCHARGE INFORMATION

Outfall Number: 001 Flow: 450 gpd (Gallons per Day)  
Stream Segment: 3C Hydrologic Basin Code: 111 102 07  
Outfall Latitude: 34 Deg 44 Min 56.51 Sec Outfall Longitude: 92 Deg 35 Min 18.95  
Datum  
Accuracy: \_\_\_\_\_ Method: \_\_\_\_\_ : \_\_\_\_\_ Scale: \_\_\_\_\_ Description: \_\_\_\_\_  
Type of Treatment: AX20RTUV with UV disinfection  
Receiving Stream: Arkansas River

V. FACILITY PERMIT INFORMATION

NPDES Individual Permit Number (If Applicable): AR00  
NPDES General Permit Number (If Applicable): ARG  
State Construction Permit Number: \_\_\_\_\_  
NPDES General Construction Stormwater Permit Number (If Applicable): ARR15

WATER DIVISION  
5301 NORTHSHORE DRIVE / NORTH LITTLE ROCK, ARKANSAS 72118  
PHONE 501-682-0623 / FAX 501-682-0880  
www.adeg.state.ar.us

**VI. OTHER INFORMATION:**

Operator Name: David Meints  
Operator License Number: 009055 License Class: III

Consultant Contact Name: David Meints  
Consultant Email Address: david@meincowastewater.com  
Consultant Address: PO Box 1001 City: Bryant State: AR Zip: 72089  
Consultant Phone Number: 501-804-0837 Consultant Fax Number: 501-821-4048

Has this treatment system been approved by AHD? Yes  No

**Disclosure Statements:**

Arkansas Code Annotated Section 8-1-106 requires that all applicants for the issuance or transfer of any permit, license, certification or operational authority issued by the Arkansas Department of Environmental Quality (ADEQ) file a disclosure statement with their applications. The filing of a disclosure statement is mandatory. No application can be considered complete without one. You must submit a new disclosure statement even if you have one on file with the Department. The form may be obtained from ADEQ web site at: [http://www.adeq.state.ar.us/disclosure\\_stmt.pdf](http://www.adeq.state.ar.us/disclosure_stmt.pdf).

**VII. CERTIFICATION OF OPERATOR**

DM (Initial) "I certify that, if this facility is a corporation, it is registered with the Secretary of the State of Arkansas."

DM (Initial) "I certify that the cognizant official designated in this Application is qualified to act as a duly authorized representative under the provisions of 40 CFR 122.22(b). If no cognizant official has been designated, I understand that the Department will accept reports signed only by the Applicant."

DM (Initial) "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Responsible Official Printed Name: Eryan J. Mooney  
Responsible Official Signature: [Signature]  
Responsible Official Email: r.james.mooney@gmail.com

Title: Owner  
Date: 10/31/2022

Cognizant Official Printed Name: David Meints  
Cognizant Official Signature: [Signature]  
Cognizant Official Email: david@meincowastewater.com

Title: Class III Operator  
Telephone: 501-804-0837

**X. PERMIT REQUIREMENT VERIFICATION**

Please check the following to verify completion of permit requirements.

	Yes	No	* If No is answered for any of the questions, then a permit can not be issued!
Submittal of Complete NOI?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Submittal of Required Permit Fee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Check Number: _____
Submittal of AHD Form EHP-19?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Submittal of Site Map?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



DAVID'S COPY TO PICK UP.

Arkansas Department of Health
Environmental Health Protection

Receipt Number 18696684

Individual Onsite System Permit Application

Permit Type [X] New Installation [ ] Alteration / Repair

JAN 23 2013

Johnson666

DR Environmental I.D. #

7 6 0 1 0 5 5 5 4 7

Fee Schedule for Structures table with columns for structure type, fee, and check box.

Part 1 Treatment Type (check one)

Disposal Method (check one)

- STD = Standard Septic Tank, ISF = Intermittent Sand Filter, PMF = Proprietary Media Filter, OTH = Other (Describe), ATU = Aerobic Treatment Plant, RSF = Re-circulating Sand Filter, RGF = Re-circulating Gravel Filter, HLD = Holding Tank, STD = Standard Absorption Field, SUR = Surface Discharge, CPF = Capping Fill, OTH = Other, LPD = Low Pressure Distribution, HLD = Holding Tank, SRL = Serial Distribution, DRP = Drip Irrigation

1. Owner's/Applicant's Name Michael Johnson c/o Randy Ives 2. Phone Number 501-658-2281

3. Mailing Address 4844 Lake Norrell Road, Alexander, Arkansas 72002 4. County Saline

5. Address of Proposed System (If a 911 address is not available, attach detailed directions or map.) Lot 31, Westcliffe, Phase I, Little Rock, Arkansas 72210

6. Subdivision Name Westcliffe 7. Approval Date n/a 8. Date Recorded n/a 9. Lot Number 31

10. Lot Dimensions 990' x 838' x 570' 11. Total Area (Acres) 5.55 12. # Bedrooms # People 4 13. Daily Flow (GPD) 450

14. Brief Legal Description of Property (Attach a separate sheet of paper if necessary.) S3 T-1-N R-15-W

15. Water Supply (Specify supplier if Public Water.) Salem Water Users 16. GPS Coordinates P-34.749044 N 92.58841 W S- N W

17. Soil Determination (Primary Area) Indicate the depth to items a-f if observed in the soil (designate inches).

Table with 8 columns: a. Bedrock, b. BSWT, c. MSWT, d. LSWT, e. Adj. MSWT, f. Adj. LSWT, g. H.C./Depth, h. Loading Rate (GPD/ft²)

18. Soil Determination (Secondary Area) Indicate the depth to items a-f if observed in the soil (designate inches).

Table with 8 columns: a. Bedrock, b. BSWT, c. MSWT, d. LSWT, e. Adj. MSWT, f. Adj. LSWT, g. H.C./Depth, h. Loading Rate (GPD/ft²)

19. Percolation Test (min/in) 20. System Size

Table with 8 columns: Rate for Hole 1, Rate for Hole 2, Rate for Hole 3, Alt Area Perc, Average Perc. (1-3), a. Size of Septic Tank, b. Size of Dose Tank, c. Absorption Area, d. Number of Field Lines, e. Length of Field Lines, f. Trench Depth, g. Trench Spacing, h. Trench Media, Trench Width

Comments Advanced treatment with surface discharge. NPDES permit required.

21. I certify that I have conducted the above tests and that the above listed information is in accordance with the latest requirements of the Arkansas Department of Health Rules and Regulations Pertaining to Onsite Wastewater Systems, Designated Representatives and Installers.

Signature David A. Meints Designated Representative 198 Title David A. Meints Date 1/17/2013 Soil Certified [X] Yes [ ] No Phone Number 501-821-3837 (804-0837)

22. Approval of Health Authority: The information above has been reviewed and found to meet the requirements of the Arkansas Department of Health for Onsite Wastewater Systems, Designated Representatives and Installers.

A PERMIT FOR CONSTRUCTION is hereby issued. Environmental Health Specialist [Signature] Date 1/25/13

EHP-19 (R 2/08)

NOTE TO INSTALLER. CONTACT SANITARIAN AT 303.565.0 PRIOR TO BEGINNING INSTALLATION

Owner's/Applicant's Name <b>MICHAEL JOHNSON</b>	Receipt Number
23. Utilization Verification: I hereby attest that item 12, the number of bedrooms (number of persons for commercial) and square footage of the structure that will utilize the designed individual onsite wastewater system in this permit application, is accurate.	
Owner/Applicant	Date <b>X 1/16/13</b>

<b>Part 2 Installation Inspection</b>	
Septic tank manufacturer	Other information
Septic tank material	Trench media and width
Dose tank manufacturer	Depth of interceptor drain
Dose tank material	Depth of settled fill
Pump Information	
Name of Installer	License Number
Environmental Health Specialist	Date

<b>Part 3 Permit for Operation</b>	
The information contained in Part I and Part 2 of this form has been reviewed and found to meet the requirements of the Arkansas Department of Health. THE PERMIT FOR OPERATION of this system is hereby issued.	
Environmental Health Specialist _____	Date _____

Comments

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**TO THE OWNER**

The permit for construction may be deemed invalid by the local Environmental Health Specialist before construction if the site and/or soil conditions have changed after approval of the permit or if the information on the permit is inaccurate.

Approval for operation does not constitute a guarantee that the system will function properly. The approval states that the system was designed and installed according to the Arkansas Department of Health Rules and Regulations Pertaining to Onsite Wastewater Systems, Designated Representatives and Installers, unless there are exceptions or deviations noted in the comments.

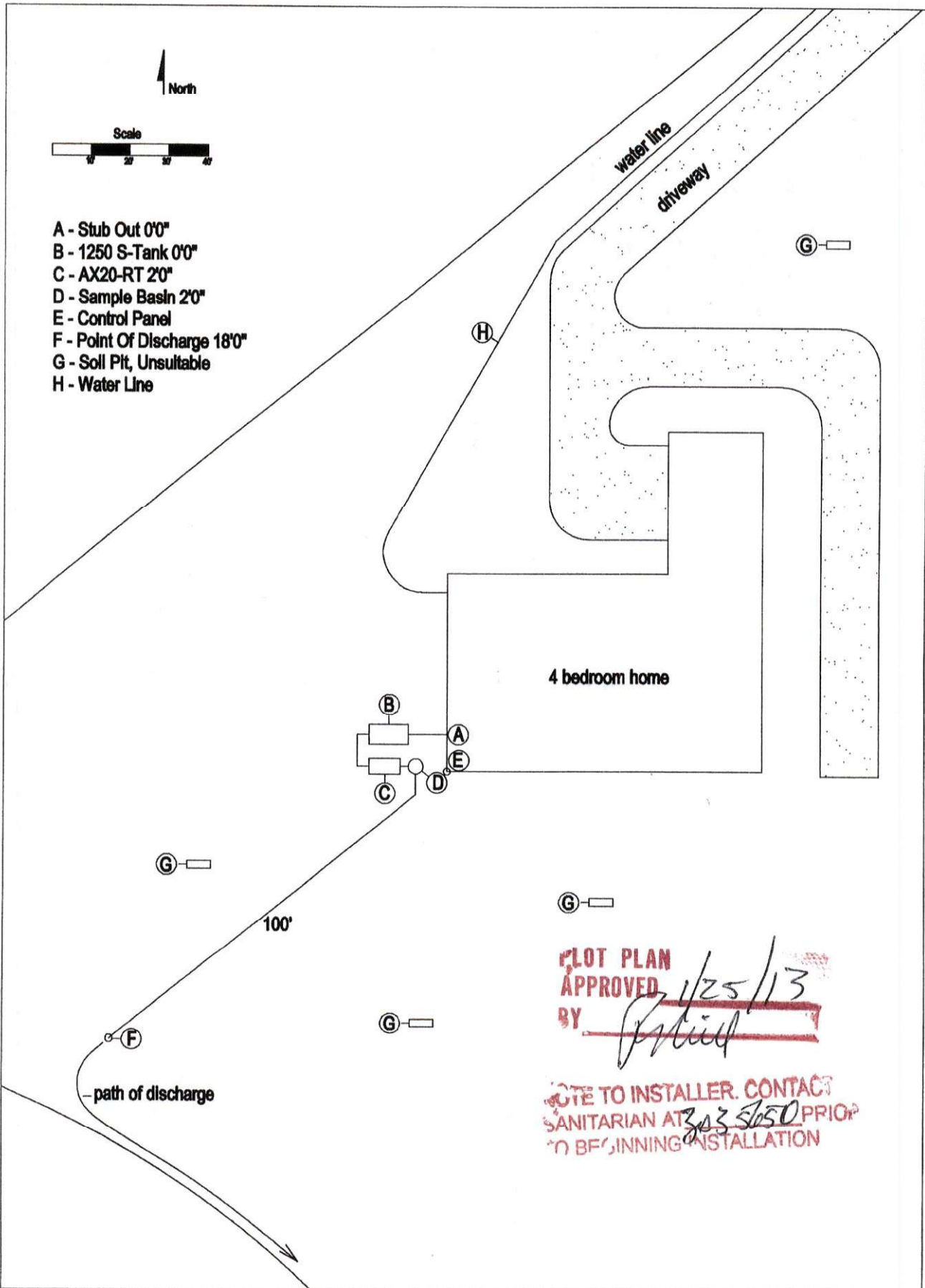
A permit is valid for one (1) year from the date of approval. A permit more than one (1) year old must be revalidated by the authorized agent prior to the start of any construction.

Site Revalidation Conducted by _____	<input type="checkbox"/> Designated Representative	<input type="checkbox"/> Environmental Health Specialist
		Date _____
Site Revalidation Conducted by _____	<input type="checkbox"/> Designated Representative	<input type="checkbox"/> Environmental Health Specialist
		Date _____



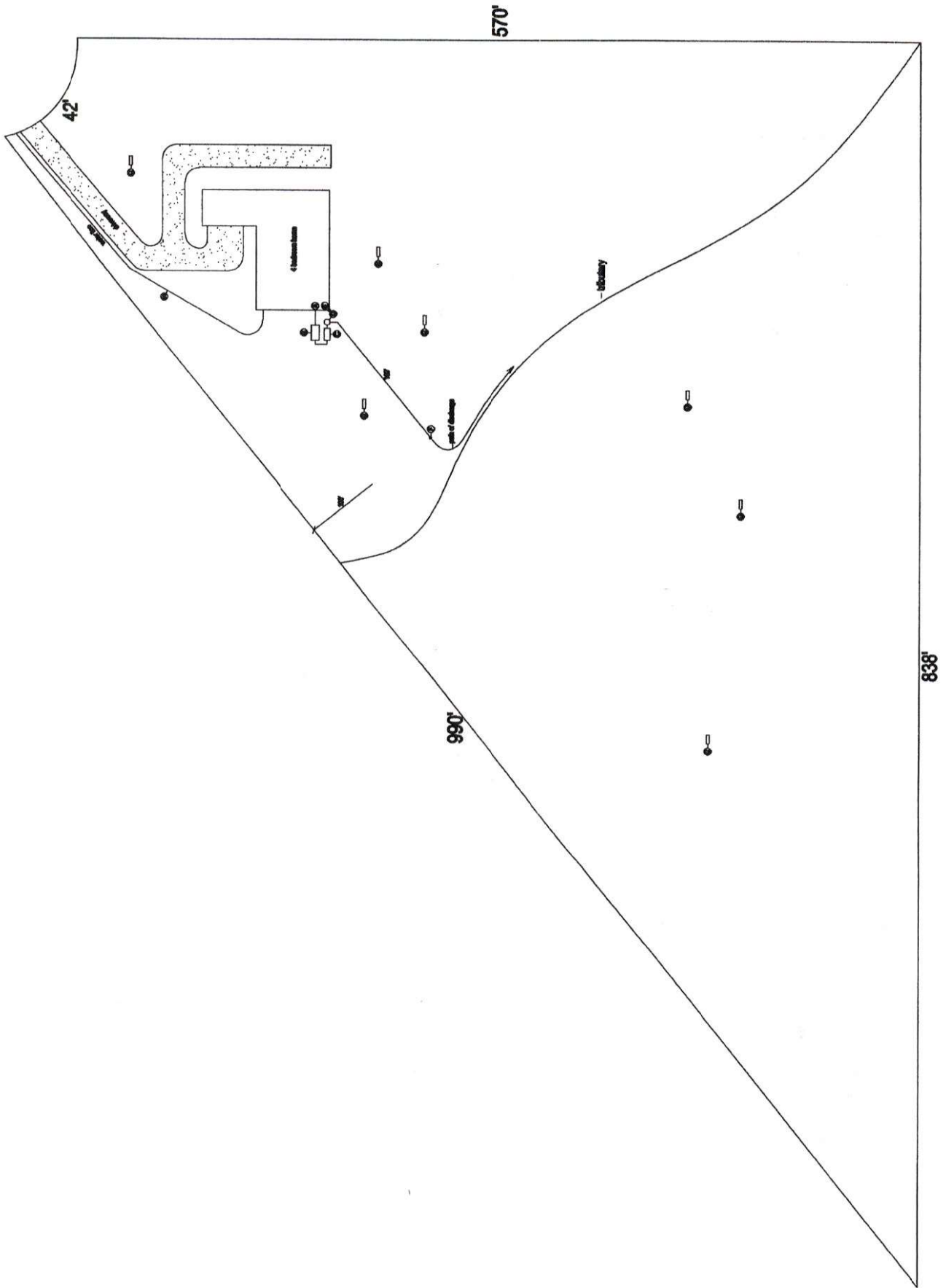


- A - Stub Out 0'0"
- B - 1250 S-Tank 0'0"
- C - AX20-RT 2'0"
- D - Sample Basin 2'0"
- E - Control Panel
- F - Point Of Discharge 18'0"
- G - Soil Pit, Unsuitable
- H - Water Line



**LOT PLAN**  
**APPROVED**  
BY 1/25/13  
[Signature]

**NOTE TO INSTALLER. CONTACT**  
**SANITARIAN AT 303.565.0 PRIOR**  
**TO BEGINNING INSTALLATION**

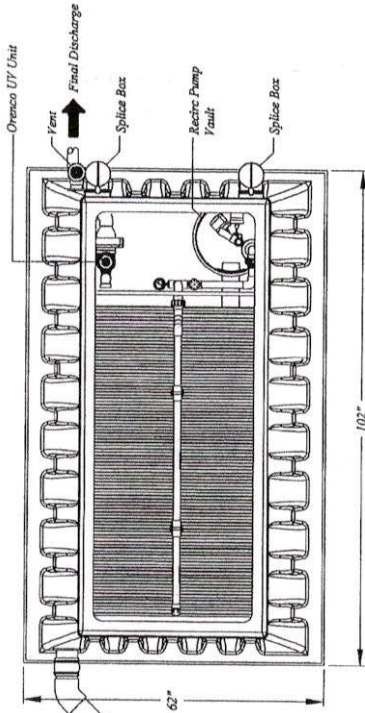


# AX20RTUV Treatment System - UV with Gravity Discharge

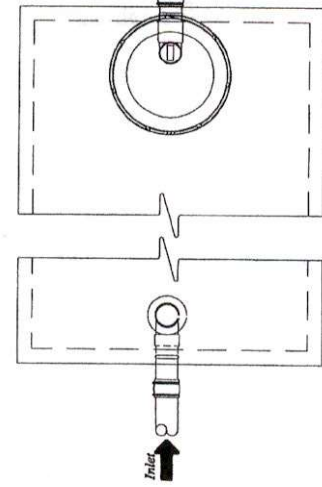
Filter Tank Dry Weight: 860 lbs

## Design and Installation Notes

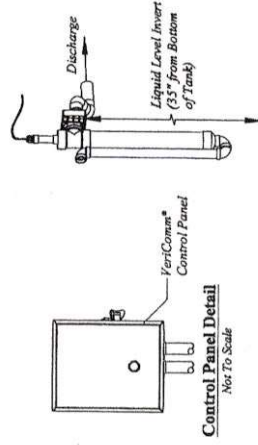
- For Expected Flows 4 Bedrooms or less
- Installation To Be Performed By An AdvanTex Trained Installer Only
- Start-up And Service To Be Performed By An AdvanTex Trained Service Provider



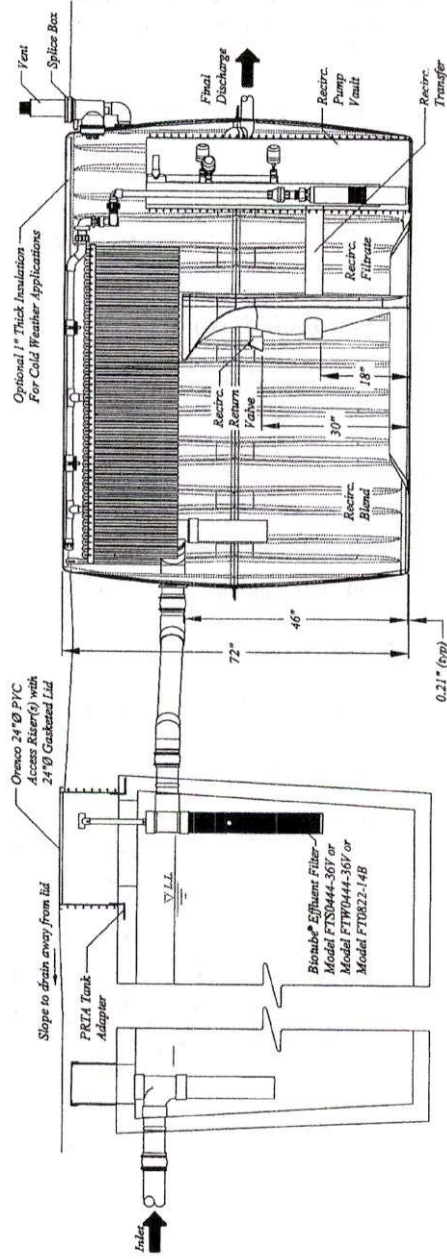
AX20 800 gal. Recirc. Tank - Top View



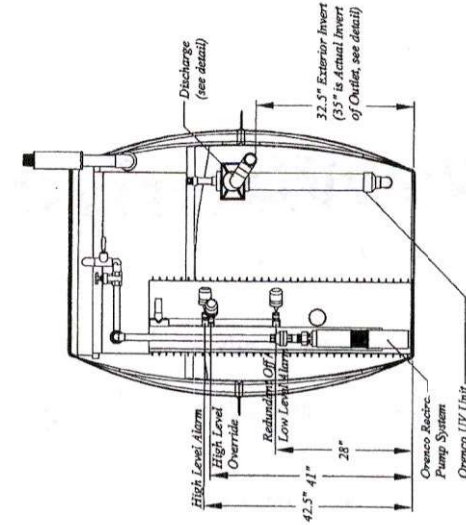
1000 gal. Primary Tank - Top View



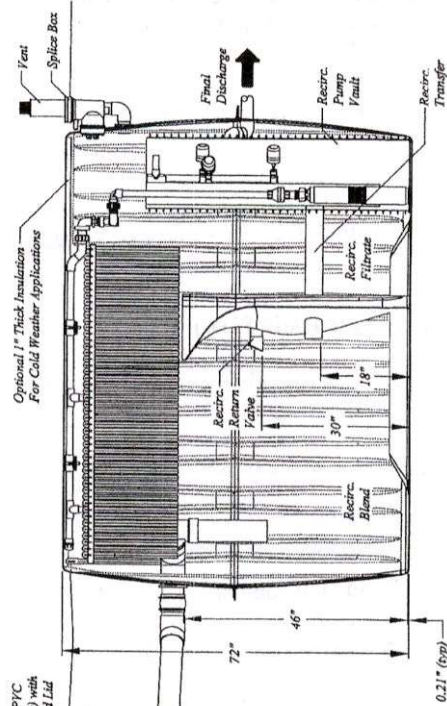
Discharge Detail  
Not To Scale



1000 gal. Primary Tank - Side View



Discharge Chamber - End View



AX20 800 gal. Recirc. Tank - Side View

**UNAUTHORIZED CHANGES & USES**  
Orengo has prepared these drawings for use by the design engineer. Orengo will not be responsible or liable for unauthorized changes to these drawings. Any changes to these drawings must be approved by the design engineer.

**PRODUCT CONFIGURATION DRAWINGS**

**Orengo Systems<sup>®</sup> Incorporated**  
*Changing the Way the World Does Wastewater*

Drawn By: BEN SMITH  
Drawn For:

Project: AX20RTUV Mode 1A  
Title: NDW-ATX-RT-STD-14

Scale: 1" = 2'-0"  
Sheet: / OF /  
Rev: A-04 Date: 5/15/2012

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Orengo Systems<sup>®</sup>, Inc.

Note: This drawing is representative of typical residential AX designs. For additional drawings, including state-specific designs, go to the Orengo<sup>®</sup> online Document Library ([www.orengo.com/corporate/doclibrary.cfm](http://www.orengo.com/corporate/doclibrary.cfm)), click the "Standard Drawings" quick link, and select a state or province.



# New Water Systems

Serving all your wastewater needs

New Water Systems, LLC  
PO Box 193805  
Little Rock, Arkansas 72219  
Telephone: (501) 888-0500  
Facsimile: (501) 888-0501  
info@newwatersystems.com

## Orengo AdvanTex AX20RT Loading Calculations for Individual Residential Sewage Disposal Systems in Arkansas

### Hydraulic Loading (Average Daily Flow):

Manufacturers recommended hydraulic loading to meet 10 mg/l BOD5 and 15 mg/l TSS is 25 gpd/sf of media filter surface area. This assumes BOD5 of 150 mg/l and 40 mg/l TSS from a 1,000 gallon septic tank with effluent filter.

Available media filter surface area in AX20RT is 20 sf.

Therefore,

$$\text{Hydraulic Capacity} = 25 \text{ gpd/sf} \times 20 \text{ sf} = \underline{500 \text{ gpd Average Daily Flow}}$$

### Organic Loading (Average Daily Flow):

Manufacturers recommended organic loading to meet 10 mg/l CBOD5 and 15 mg/l TSS is 0.04 lb BOD day/sf of media filter surface area.

Available media filter surface area in AX20RT is 20 sf.

Therefore,

$$\text{Organic Capacity} = 0.04 \text{ lb BOD day/sf} \times 20 \text{ sf} = 0.8 \text{ lb BOD per day}$$

@ expected influent strength of 150 mg/l BOD5 from 1,00 gallon septic with effluent filter,

$$\text{Organic Load} = (150 \text{ mg/l BOD} \times 3.785 \text{ l/gal}) / 453,600 \text{ mg/lb} = 0.0013 \text{ lbs BOD/gal}$$

$$\text{Organic Loading Rate (OLR)} = (0.0013 \text{ lbs BOD/gal} \times 500 \text{ gal/day}) / (20 \text{ sf}) = \underline{0.0325 \text{ lbs BOD/sf/day}}$$

So,  $0.0325 < 0.04 \text{ lbs BOD/sf/day}$  OK

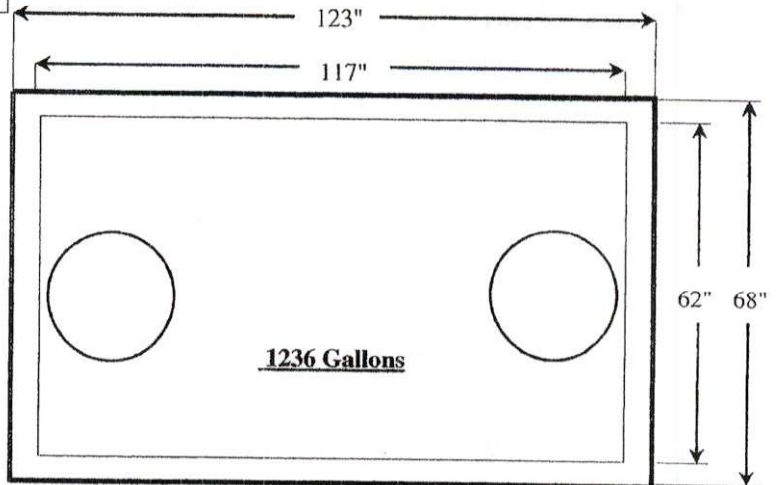




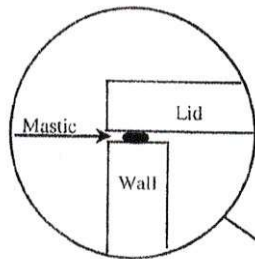
# 1250 - Gallon Single Compartment Septic Tank

## TOP VIEW

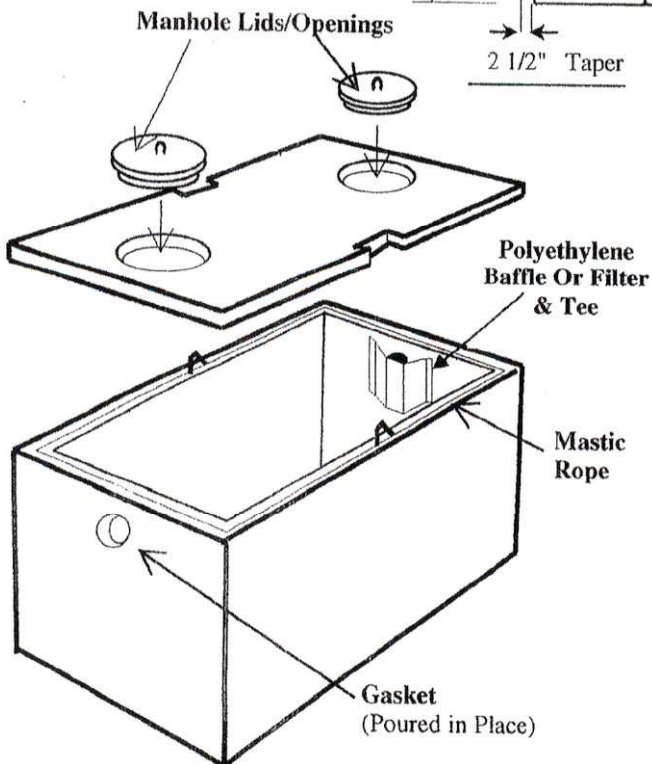
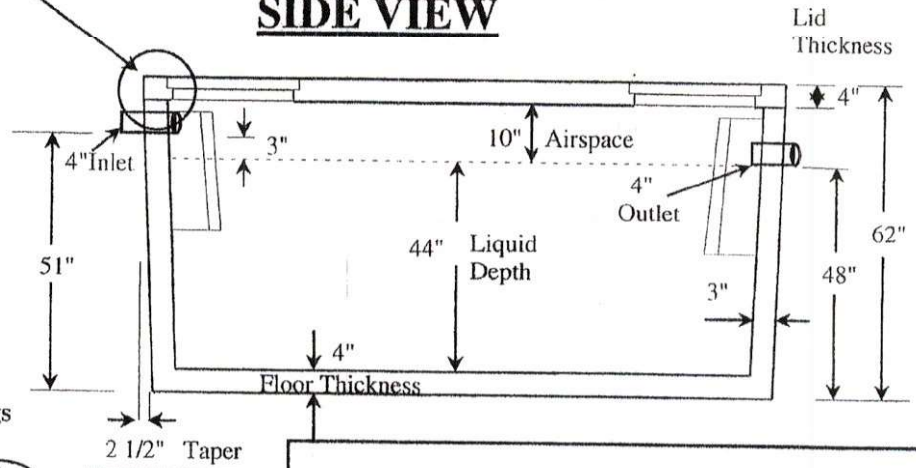
Drawings Not To Scale



### Enlarged Detail



## SIDE VIEW



**WHITTEN CONCRETE CO.**  
 2703 W. 2nd AVE.  
 PINE BLUFF, AR. 71601  
 PHONE: 870-534-6901  
 FAX: 870-534-6902

**1250 - Gallon Single Compartment Septic Tank**  
 Drawing #: DZ-2  
 Drawing by: SMR Date: 1/19/2011



ARKANSAS DEPARTMENT OF

**Health**

*Keeping Your Hometown Healthy*

MEMORANDUM OF AGREEMENT

SUBJECT: INDIVIDUAL SEWAGE TREATMENT SYSTEM

This is an agreement that the sewage system installed on this property has been permitted under authority of Act 402 of 1977 and by the Arkansas Department of Health with the understanding that the following provisions are met:

1. The property owner assumes all responsibility for the proper operation of the system and the maintenance of a valid service contract with a Certified Maintenance Personnel approved to service and monitors such home sewage treatment systems. The service contract shall include provisions for the monitoring of free chlorine and PH and reporting to ADH as required.
2. The Arkansas Department of Health has no responsibility in the operation and maintenance of such systems.
3. That the Arkansas Department of Health may monitor the system as to its operation capabilities.
4. That the Arkansas Department of Health is granted permission to make such inspections as deemed necessary.
5. That, on the sale of the property, the perspective buyer will be notified of this agreement, and both the buyer and seller are to sign such memoranda and contracts.
6. The owner is required to file an application to the Arkansas Department of Environmental Quality (ADEQ) for a National Point Discharge Elimination System (NPDES) permit. The Arkansas Department of Health will notify the ADEQ of all permits issued for systems that discharge sewage, when applicable.

SIGNED: \_\_\_\_\_

(Property Owner)

SIGNED: \_\_\_\_\_

(Health Department)

DATE: \_\_\_\_\_

1/14/13

DATE: \_\_\_\_\_

1/25/13



# SERVICE AND MAINTENANCE CONTRACT

1. **Parties.** This contract ("Agreement" or "Contract") is between Meinco Septic Systems, Inc., ("Meinco") and MICHAEL JOHNSON, ("Client"), referred to individually as a "Party" and collectively as the "Parties."
2. **Service Location.** This is a Contract for septic system service and maintenance services provided by Meinco for Client located at LOT 31, WESTCLIFFE, PHASE I hereinafter referred to as the "Service Site."
3. **Service Fees.** Client agrees to pay Meinco Seventy Five dollars (\$ 75.00) for septic system service and maintenance specifically work performed every 3 months (quarterly) and described more specifically below (hereinafter referred to as "Service Work"). Meinco and Client agree that the invoiced amount is good consideration for this Contract and the services set forth below and reflects the bargained for terms of this agreement.
4. **Materials Charges.** During regular maintenance Meinco will replace materials necessary to keep the septic system operating efficiently (chlorine tablets, UV light bulbs, floats, filters, etc.). Meinco and Client agree that Meinco shall submit to client the costs of maintenance parts and materials and Client will promptly pay the same.
5. **Laboratory Fees.**
  - A)  This paragraph is inapplicable.
  - B)  Client agrees that Meinco will use a third party laboratory, Environmental Services, for any sampling that is required under this Contract. In such event, Meinco shall submit to Client a laboratory fee of \$ 110- and Client will promptly pay the same.
6. **Services Provided.** Meinco agrees to provide the following Service Work to the Client and the Service Site:
  - A) Maintenance requirements, including review of system components and their working condition, monitoring of solid levels to determine system efficiency, and periodic cleaning of system filters or media.
  - B) I.  This paragraph is inapplicable.  
II.  Necessary sampling and submission of paperwork every 6 month(s) or as required to comply with the Arkansas Department of Health Onsite Maintenance Program.
  - C) Necessary paperwork every 6 month(s) as required to comply with the Arkansas Department of Health and/or the Arkansas Department of Environmental Quality.
  - D) I.  This paragraph is inapplicable.  
II.  Sampling of discharge every 6 month(s) in coordination with a 3rd party laboratory for required laboratory tests.
7. **Contract Duration.** This contract shall be for a period of 24 month(s) from the date this Contract is executed by the parties on page 2
8. **Flow Requirements.** This contract shall be null and void if septic system flow exceeds 500 gallons per day.
9. **Modification to System.** If the septic system is modified, abused, mis-used, or altered, then Meinco's responsibility to service or maintain the septic system is terminated. Meinco may remedy such conditions by replacing parts or correcting defects. If Meinco makes such changes to the septic system, then it may charge to client the costs of repairs, modifications, parts, and labor. Meinco may, at its discretion, seek payment in advance of making any repairs or modifications to the septic system. In such event, Meinco shall not be responsible for any damage or adverse effects for its delay in making repairs or modifications to the septic system.
10. **Access to System.** Client agrees to provide Meinco access to the septic system as well as its parts and components.
11. **Termination by Client.** Client may terminate this contract by providing thirty (30) days written notice to Meinco.
12. **Termination by Meinco.** Notwithstanding, and in addition to, any other provision or term in this Contract, **MEINCO MAY TERMINATE THIS CONTRACT AT ANY TIME AND WITHOUT PREVIOUS NOTICE TO CLIENT.**
13. **Solid Removal.** Solid removal is not a covered service and shall incur an additional fee. If Meinco removes solids from the septic system, then it may charge to client the costs of solid removal. In any event, Meinco shall not be responsible for any damage or adverse effects for any delay in removing solids.
14. **Indemnity.** To the fullest extent permitted by law, Client shall indemnify, hold harmless, and defend Meinco and any agent or employees of Meinco from and against all injuries, claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising directly or indirectly out of the obligations herein undertaken or resulting out of operations related to the Service Work or Service Site conducted by Meinco, Meinco's agents, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such injury, claim damage, losses, or expenses is caused in part by a party indemnified. Such obligation shall not negate, abridge, or otherwise reduce the rights or obligations of indemnity which would otherwise exist to a party or person described in this paragraph.

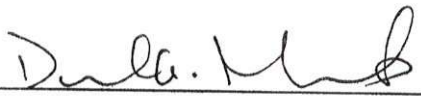


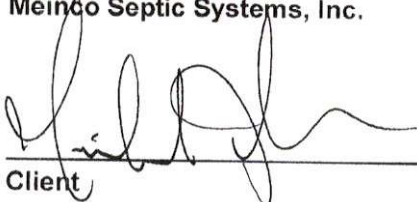
15. **Assignment.** Client agrees that even though this is a contract for services, Meinco may assign this Contract to any third party without written notice to Client.
16. **Bilateral Contract.** Meinco and client specifically agree that Client is seeking Meinco's promise to perform and not its performance.
17. **Claims Against Meinco.** Client shall give Meinco written notice of all claims within five (5) days of Client's knowledge of facts giving rise to the event for which claim is made. Otherwise, such claims shall be deemed waived by Client. All unresolved claims, disputes, and other matters in question between Meinco and Client shall be resolved in the manner provided for in this Agreement.
18. **Rights Upon Breach.** If Client breaches this Agreement with Meinco, Meinco may stop all work, including all Service Work. Additionally, Client will be liable to Meinco for consequential, incidental, and reliance damages as well as attorneys' fees and court costs. Such liability upon Client shall extend to petitions for and orders of contempt as well as any attempts by Meinco to collect upon any debt or damages owed to it by Client, including those entered by court of law or other dispute resolution proceeding.
19. **Direct Discussion.** If a dispute arises out of or relates to this Agreement, the Parties shall endeavor to settle the dispute through direct discussion before advancing to any dispute resolution proceeding.
20. **Joint Drafting.** The Parties expressly agree that this Agreement was jointly drafted and that this Agreement shall be construed neither against nor in favor of either Party. Instead, this Agreement shall be construed in a neutral manner.
21. **Choice of Law.** The Parties expressly agree that any dispute or claim filed or heard in any jurisdiction concerning or relating to this Agreement or worked performed as a result of this Agreement shall be governed by the laws of the State of Arkansas.
22. **Forum Selection and Choice of Venue.** The Parties expressly agree that any dispute or claim arising from, filed, or heard concerning or relating to this Agreement or work performed as a result of this Agreement shall be heard in Saline County, Arkansas, and no other forum. If this clause is penetrated and the hearing

concerning the dispute removed to the United States federal court system, then the Parties expressly agree that the dispute shall be heard in the United States District Court for the Eastern District of Arkansas, Western Division, at the Richard Sheppard Arnold United States Courthouse in Little Rock, Arkansas.

23. **Waiver of Agreement Terms.** Meinco, at its sole discretion and leisure, may waive any term in this Agreement. Such waiver shall not, under any conditions or circumstances, constitute a modification of this Agreement. Additionally, such wavier shall not, under any conditions or circumstances, constitute a course of performance, course of dealings, or trade usage between Meinco and Client. Any waiver by Meinco shall be limited to a single incident or event. No waiver of any term of this Agreement is valid unless it is in writing, signed by Meinco, and attached to this Agreement as an addendum. It is the responsibility and duty of Client to draft any written waiver and to present it to Meinco for Meinco's approval and signature.
24. **Force Majeure.** Neither Party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered if and to the extent that the other party it is prevented from carrying out its obligations by, or such losses or damages are caused by, a *force majeure* event. For purposes of this paragraph, the failure of the state of Arkansas or the United States of America to act according to current practices, procedure, or law at the time of the making of this Contract shall be considered a *force majeure* event. Such event by the government shall be in addition to any current or commonly accepted definition of *force majeure* event.
25. **Merger and Integration.** Meinco and Client agree that this Agreement represents a full, final, and complete memorial of their Agreement for the Service Work and that this Agreement does not rely upon any term or promise not otherwise specified within the four corners of this Agreement.
26. **No Oral Modification.** Meinco and Client agree that this Agreement shall not be subject to oral modification. The Parties agree that any modification made or agreed to by the Parties shall be in writing, signed by both Parties, and attached to this Agreement as an Addendum.

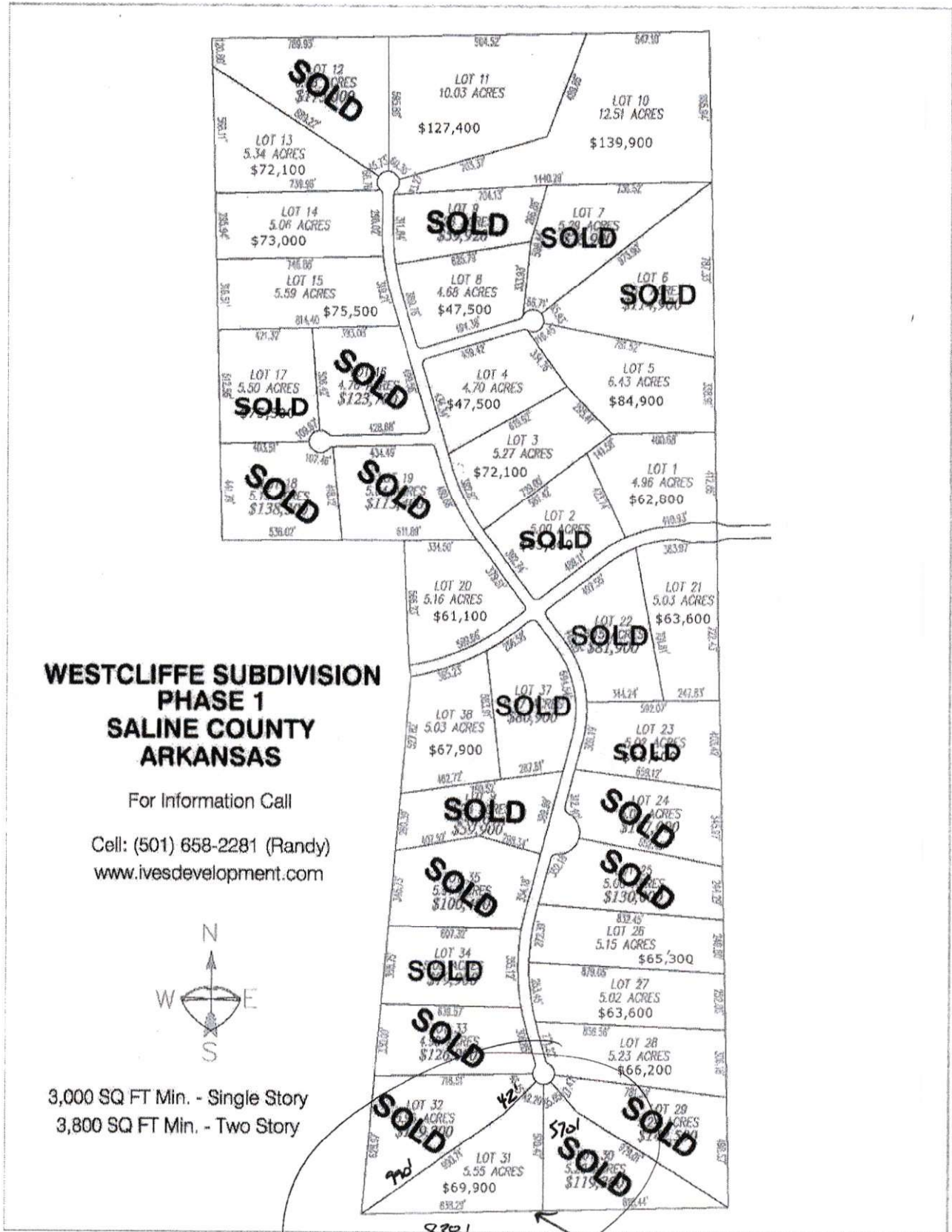
By signing this Agreement below, I indicate that I have read this Agreement and its terms, consisting of two (2) pages, excluding any Addendum or Addenda, and that these express terms are both acceptable and agreeable to me. I further declare that these terms do not represent an undue hardship, are not illusory, and are not unconscionable as I have expressly bargained for these terms in consideration of entering into this Contract for the value specified in paragraph three (3).

  
 Meinco Septic Systems, Inc.

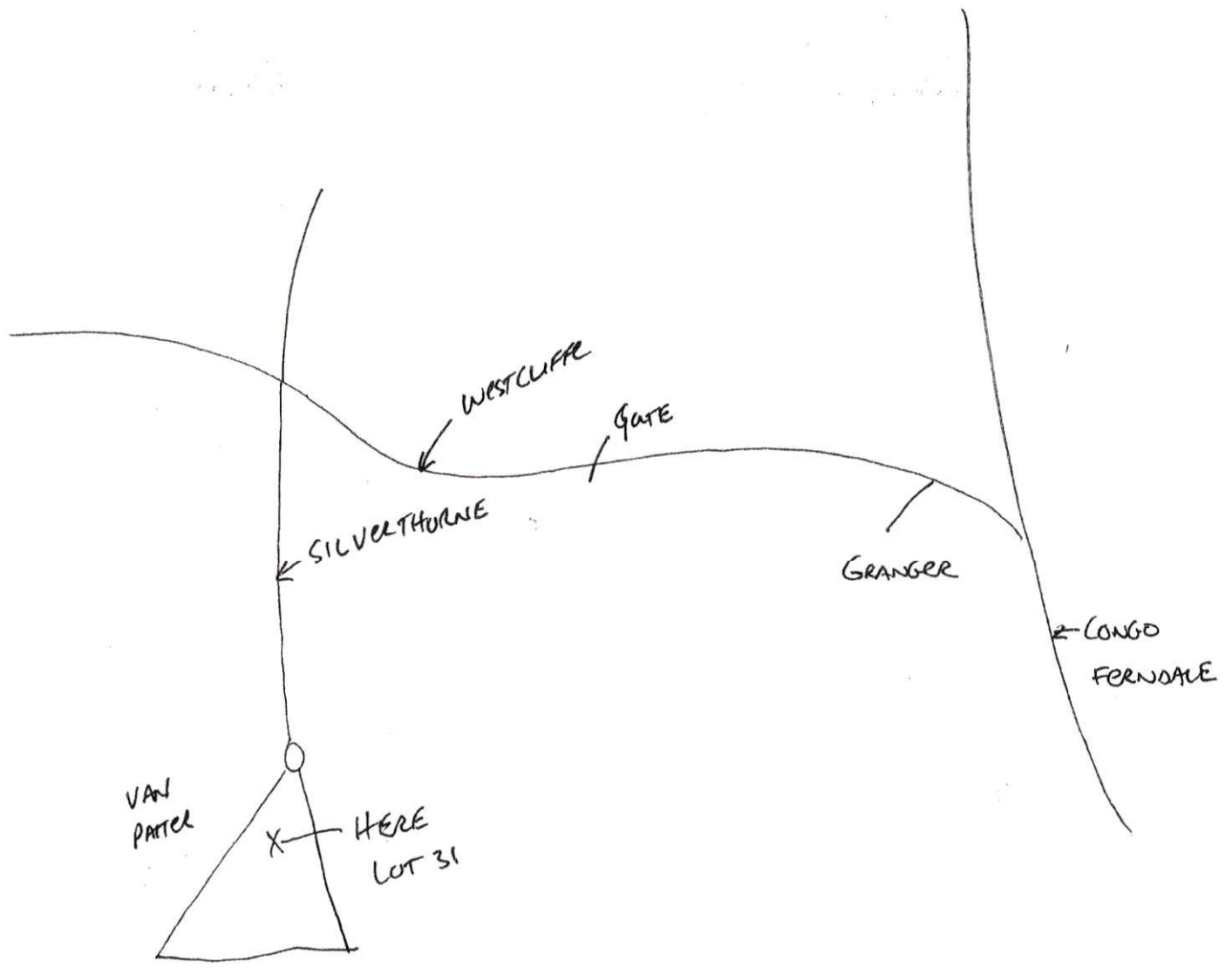
  
 Client

1-14-13  
 Date

1-14-13  
 Date



MICHAEL JOHNSON'S LOT





ley Residence

