



ARKANSAS  
Department of Environmental Quality

June 15, 2009

Ms. Belva Plumlee, Wastewater Utility Manager  
Bentonville Wastewater Treatment Plant  
1901 N.E. A Street  
Bentonville, Arkansas 72712

RE: Sanitary Sewer Overflow Inspection

AFIN: 04-00154

NPDES Permit No.: AR0022403

Dear Ms. Plumlee:

On June 4, 2009, I performed a Sanitary Sewer Overflow Inspection of the above-referenced facility in accordance with the provisions of the Federal Clean Water Act, the Arkansas Water and Air Pollution Control Act, and the regulations promulgated thereunder. This inspection revealed the following:

1. Numerous large-volume overflows due to inflow and infiltration have occurred in the collection system before the McKissic lift station located on Peach Orchard Rd. These overflows have resulted in the discharge of waste into McKissic Creek. The City must take the initiative to minimize the number and magnitude of overflows at this location to reduce or prevent further impact to the waters of the State.
2. The information required to provide descriptions of the Centerton and Northwest Arkansas Regional Airport satellite systems could not be compiled at the time of the inspection. Please submit this information to the Department by the date specified below.

The above items require your immediate attention. Please submit a written response to these findings to Cindy Garner, Water Division Enforcement Branch Manager. This response should be mailed to the address below. This response should contain documentation describing the course of action planned to correct/address the items noted. This corrective action should be completed as soon as possible, and the written response is due by June 27, 2009.

For additional information you may contact the Enforcement Branch by telephone at 501-682-0639 or by fax at 501-682-0910.

Belva Plumlee, City of Bentonville Wastewater Treatment Plant

June 15, 2009

Page 2

If I can be of any assistance, please contact me at 479-267-0811, ext 16.

Sincerely,

A handwritten signature in black ink, appearing to read "John Fazio". The signature is written in a cursive style with a large, stylized "J" and "F".

John Fazio  
District 1 Field Inspector  
Water Division

cc: Water Division Enforcement Branch  
Water Division Permits Branch



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
Washington, D.C. 20460

Form Approved  
OMB No. 2040-0003

## NPDES Compliance Inspection Report

### Section A: National Data System Coding

Transaction Code	NPDES	Yr/Mo/Day	Inspec. Type	Inspector	Fac. Type										
1 <input type="text" value="N"/> 2 <input type="text" value="5"/> 3 <input type="text" value="A"/> <input type="text" value="R"/> <input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="2"/> <input type="text" value="2"/> <input type="text" value="4"/> <input type="text" value="0"/> <input type="text" value="3"/>	11 <input type="text" value="0"/> <input type="text" value="9"/> <input type="text" value="0"/> <input type="text" value="6"/> <input type="text" value="0"/> <input type="text" value="4"/>	17 <input type="text" value="V"/>	18 <input type="text" value="S"/>	19 <input type="text" value="S"/>	20 <input type="text" value="1"/>										
Remarks															
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">Inspection Work Days</td> <td style="width:25%;">Facility Evaluation Rating</td> <td style="width:10%;">BI</td> <td style="width:10%;">QA</td> <td style="width:20%;">-----Reserved-----</td> </tr> <tr> <td>67 <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> 69</td> <td>70 <input type="text" value="N"/></td> <td>71 <input type="text" value="N"/></td> <td>72 <input type="text" value="N"/></td> <td>73 <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> 74 75 <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> 80</td> </tr> </table>						Inspection Work Days	Facility Evaluation Rating	BI	QA	-----Reserved-----	67 <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> 69	70 <input type="text" value="N"/>	71 <input type="text" value="N"/>	72 <input type="text" value="N"/>	73 <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> 74 75 <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> 80
Inspection Work Days	Facility Evaluation Rating	BI	QA	-----Reserved-----											
67 <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> 69	70 <input type="text" value="N"/>	71 <input type="text" value="N"/>	72 <input type="text" value="N"/>	73 <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> 74 75 <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> 80											

### Section B: Facility Data

Name and Location of Facility Inspected ( <i>For industrial users discharging to POTW, also include POTW name and NPDES permit number</i> ) <b>City of Bentonville Wastewater Treatment Plant</b> <b>1901 N.E. A Street</b> <b>Bentonville, Arkansas 72712</b>	Entry Time/Date <b>0945 / 06-04-09</b>	Permit Effective Date <b>March 1, 2009</b>
Name(s) of On-Site Representative(s)/Title(s)/Phone and Fax Number(s) <b>Chris Earl, Operator, 479-271-3160, 479-271-3167 (fax)</b>	Exit Time/Date <b>1515 / 06-04-09</b>	Permit Expiration Date <b>February 28, 2014</b>
Name, Address of Responsible Official/Title/Phone and Fax Number <b>Belva Plumlee, Wastewater Utility Manager</b> <b>City of Bentonville</b> <b>115 W. Central</b> <b>Bentonville, Arkansas 72712</b> <b>479-271-3160, 479-271-3163 (fax)</b>	Contacted Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Other Facility Data  <b>Outfall 001: 36 23 32.4, -94 12 12.6</b>  <b>Entrance: 36 23 27.4, -94 12 14.4</b>

### Section C: Areas Evaluated During Inspection

(S = Satisfactory, M = Marginal, U = Unsatisfactory, N = Not Evaluated)

<input type="text" value="N"/>	Permit	<input type="text" value="N"/>	Flow Measurement	<input type="text" value="N"/>	Operations & Maintenance	<input type="text" value="N"/>	Sampling
<input type="text" value="N"/>	Records/Reports	<input type="text" value="N"/>	Self-Monitoring Program	<input type="text" value="N"/>	Sludge Handling/Disposal	<input type="text" value="N"/>	Pollution Prevention
<input type="text" value="N"/>	Facility Site Review	<input type="text" value="N"/>	Compliance Schedules	<input type="text" value="N"/>	Pretreatment	<input type="text" value="N"/>	Multimedia
<input type="text" value="N"/>	Effluent/Receiving Waters	<input type="text" value="N"/>	Laboratory	<input type="text" value="N"/>	Storm Water	<input type="text" value="M"/>	Other: SSO Inspection

### Section D: Summary of Findings/Comments (Attach additional sheets if necessary)

The sanitary sewer overflow inspection was conducted in conjunction with a NPDES permit compliance evaluation inspection. The McKissic pump station and Grammercy pump station were visited. Both were clean and appeared to be well maintained. No evidence of overflows or high-water levels was observed.

Numerous large-volume overflows due to inflow and infiltration have occurred in the collection system before the McKissic lift station located on Peach Orchard Rd. These overflows have discharged waste into McKissic Creek.

Information regarding the satellite systems was not provided by the City of Bentonville and is to be submitted to the ADEQ by June 25, 2009.

Name(s) and Signature(s) of Inspector(s)  <b>John Fazio</b>	Agency/Office/Telephone/Fax <b>AR Dept. of Environmental Quality-Fayetteville</b> <b>479-267-0811 ext. 16 / 479-267-0819 (fax)</b>	Date <b>June 15, 2009</b>
Signature of Reviewer	Agency/Office/Phone and Fax Numbers	Date

<b>COLLECTION SYSTEM INSPECTION AND OVERALL RATING</b>	<input type="checkbox"/> S <input checked="" type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
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PROVIDE A BRIEF DESCRIPTION OF THE COLLECTION SYSTEM: The older portion of the sewer system is located nearer to the downtown section of the city and expands in each direction ~ 14 blocks. This section of sewer consists mostly of 6" & 8" clay sewer lines w/ some 10" & 12" main transmission lines. The condition of these lines varies from good to poor. Some entire line sections have been replaced & many point repairs have been made in the past 20 yrs. Most of the corresponding manholes were brick, but a substantial portion of them have been replaced with pour-in-place manholes, or the brick manholes have been grout coated. With rapid growth of the city over the last 20 yrs, thousands of feet of new PVC sewer line have been installed. Most of the lines are 8" w/ some sections of 12", 14" and 24" lines added. According to the city, the system is in good condition overall.

POPULATION SERVED/NUMBER OF RESIDENTIAL AND COMMERCIAL CONNECTIONS: 29,000 residents, with 11, 214 residential & 2, 012 commercial accounts.

FEET OF SEWER SYSTEM: Total system length is 1,448,782 feet.

AGE OF SYSTEM: The overall age of the sewer system is ~ 100 yrs.

DOES THE SYSTEM EXPERIENCE PROBLEMS DURING DRY OR WET WEATHER (EXPLAIN): <u>Overflows have been limited chiefly to two areas and occur during heavy rain events. These areas are upstream from the south lift station &amp; upstream from the McKissic lift station to the north.</u>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA <input type="checkbox"/> NE
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IS THERE A SYSTEM IN PLACE FOR REPORTING SSOs TO ADEQ (DESCRIBE): <u>Overflows are reported within 24 hours via e-mail (with a confirmation e-mail returned to the city from the ADEQ) and on monthly SSO reports.</u>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA <input type="checkbox"/> NE
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ARE ALL SSOs REPORTED REGARDLESS OF SIZE:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA <input type="checkbox"/> NE
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HAVE SSOs REACHED "WATERS OF THE U.S." (LIST DATE AND LOCATION OF EACH):	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA <input type="checkbox"/> NE
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**Since June 2006:**  
 09/10/07: WWTP, 1901 N.E. "A" St. / 1000 gal  
 02/17/08: 12361 Peach Orchard Rd / 3000 gal  
 02/17/08: 3690 Peach Orchard Rd / 5000 gal  
 03/05/08: 1706 S. Walton / ~1700 gal  
 03/18/08 - 03/21/08: 1706 S. Walton / 38,400 gal  
 03/18/08 - 03/21/08: 3690 Peach Orchard Rd. / 1,000,000 gal  
 04/01/08 - 04/02/08: 1706 S. Walton / 6000 gal  
 04/08/08 - 04/13/08: McKissic Lift Station / 500,000 gal  
 04/10/08: 403 Magnolia Dr. / 2000 gal  
 04/10/08 - 04/12/08: 1706 S. Walton / 31,200 gal  
 04/24/08 - 04/25/08: 1706 S. Walton / 8400 gal  
 05/15/08: 1706 S. Walton / 4500 gal  
 07/09/08: WWTP, 1901 N.E. "A" St. / 200 gal  
 09/03/08 - 09/05/08: 1706 S. Walton / 9000 gal  
 02/12/09: 1706 S. Walton / 5000 gal  
 05/04/09 - 05/07/09: 3690 Peach Orchard Rd. / 300,000 gal  
 05/08/09 - 05/09/09: 1706 S. Walton / 7200 gal  
 05/08/09 - 05/10/09: 3690 Peach Orchard Rd. / 400,000 gal  
 05/14/09: 3690 Peach Orchard Rd. / 100,000 gal  
 05/14/09 - 05/15/09: 3690 Peach Orchard Rd. / 50,000 gal  
 05/16/09: 3690 Peach Orchard Rd. / 15,000 gal

<b>PUMP STATIONS</b>	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
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NUMBER OF PUMP STATIONS IN SYSTEM: <u>55</u>	NUMBER WITH BACKUP POWER: <u>The 3 major left stations have permanent backup power.</u>
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HOW OFTEN ARE PUMP STATIONS INSPECTED/MONITORED: All physically checked weekly.

ARE MAINTENANCE RECORDS AND/OR OPERATOR LOGS KEPT: Yes, 3 years of records are kept.

ADEQUATE INVENTORY OF SPARE PARTS: Yes.

TYPE OF REMOTE ELECTRONIC MONITORING USED (I.E. SCADA OR AUTO DIALERS): SCADA

BRIEF SUMMARY OF EMERGENCY PROCEDURES: **3 lift stations have backup power. 5 lift stations have "Appleton" connectors installed so a portable generator can provide power to these stations if necessary. A 3,000 gallon tanker truck, a 1,000 gallon vacuum trailer and two vactor trucks are available to pump wet wells down if necessary.**

NUMBER OF PUMP STATIONS VISITED DURING INSPECTION (SEE ATTACHED CHECKLISTS FOR EACH): **Two**

<b>SATELLITE SYSTEMS</b>	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
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DOES THE COLLECTION SYSTEM RECEIVE FLOW FROM SATELLITE SYSTEMS: **Yes, from the City of Centerton & the Northwest Arkansas Regional Airport.**

TYPE(S) OF WASTEWATER RECEIVED: RESIDENTIAL COMMERCIAL INDUSTRIAL OTHER:

BRIEFLY DESCRIBE THE SATELLITE SYSTEM(S): **The City of Bentonville will submit this information to the ADEQ.**

ANY KNOWN PROBLEMS WITH SATELLITE SYSTEM: **None known at this time.**

NAME, ADDRESS AND PHONE NUMBER OF PERSON RESPONSIBLE FOR SATELLITE SYSTEM:

1. **Northwest Arkansas Regional Airport: #1 Airport Blvd, Bentonville: Kelly Johnson, 479-790-1000**
2. **Centerton Water & Sewer Dept: 500 Keller, Centerton: Jeff Coffelt, 479-795-0222**

<b>PUMP STATION VISIT (COMPLETE A SEPARATE CHECKLIST FOR EACH PUMP STATION VISITED)</b>	
<b>GENERAL INFORMATION AND OVERALL EVALUATION</b>	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA
NAME AND/OR LOCATION OF PUMP STATION: <u>McKissic Lift Station, Peach Orchard Rd. (includes Centerton satellite system wet well).</u>	
TYPE(S) OF WASTEWATER RECEIVED: <input checked="" type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> COMMERCIAL <input checked="" type="checkbox"/> INDUSTRIAL <input type="checkbox"/> OTHER:	
NUMBER OF PUMPS: <u>Nine: five 88 hp (and 1 spare 88 hp) plus four 5 hp for Centerton wet well.</u>	NUMBER OPERATIONAL: <u>All</u>
NUMBER AND SIZE OF PUMPS APPEARS ADEQUATE:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
EVIDENCE OF RECENT OVERFLOWS OR HIGH LEVELS: <u>Overflows – No. High Levels – Yes.</u>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA <input type="checkbox"/> NE
<b>GENERAL OPERATION AND MAINTENANCE</b>	
<b>GENERAL OPERATION AND MAINTENANCE</b>	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA
CLEAN AND WELL MAINTAINED WITH MINIMAL STORAGE OF UNRELATED EQUIPMENT:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
GATES/DOORS/HATCHES/LIDS/ETC. LOCKED TO PREVENT UNAUTHORIZED ACCESS AND/OR TAMPERING:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
WET WELLS, SUMPS AND PITS ADEQUATELY COVERED, GRATED OR OTHERWISE PROTECTED:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
ELECTRICAL CONTROLS COVERS CONDUIT AND EQUIPMENT PROPERLY INSTALLED AND MAINTAINED:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
GUARDS AND SHIELDS IN PLACE AROUND MOVING EQUIPMENT (BELTS, PULLEYS, DRIVESHAFTS, ETC.) :	<input type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input checked="" type="checkbox"/> NA <input type="checkbox"/> NE
ADEQUATE VENTILATION TO PREVENT EXCESSIVE CONDENSATION AND/OR GASES AND FUMES:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
ADEQUATE LIGHTING FOR ROUTINE INSPECTION/MAINTENANCE:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
SEALS, VALVES AND PACKING ADEQUATELY MAINTAINED TO PREVENT LEAKS:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
MINIMAL ACCUMULATION OF GREASE AND SOLIDS IN WET WELLS:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
<b>BACKUP POWER AND ALARMS</b>	
<b>BACKUP POWER AND ALARMS</b>	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA
PROVISIONS FOR GENERATOR AND/OR EMERGENCY TRANSFER PUMP:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
AUDIBLE/VISUAL ALARM WITH EMERGENCY CONTACT INFORMATION POSTED:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
SCADA SYSTEM (LIST PARAMETERS MONITORED): <u>high level, low level, pump run times (can operate lift station from plant), power failure.</u>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA <input type="checkbox"/> NE

<b>PUMP STATION VISIT (COMPLETE A SEPARATE CHECKLIST FOR EACH PUMP STATION VISITED)</b>	
<b>GENERAL INFORMATION AND OVERALL EVALUATION</b>	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA
NAME AND/OR LOCATION OF PUMP STATION: <u>Grammercy</u>	
TYPE(S) OF WASTEWATER RECEIVED: <input checked="" type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> OTHER:	
NUMBER OF PUMPS: <u>Two (two 23 hp w/ 1 spare 23 hp)</u>	NUMBER OPERATIONAL: <u>All</u>
NUMBER AND SIZE OF PUMPS APPEARS ADEQUATE:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
EVIDENCE OF RECENT OVERFLOWS OR HIGH LEVELS:	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> NA <input type="checkbox"/> NE
<b>GENERAL OPERATION AND MAINTENANCE</b>	
<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA	
CLEAN AND WELL MAINTAINED WITH MINIMAL STORAGE OF UNRELATED EQUIPMENT:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
GATES/DOORS/HATCHES/LIDS/ETC. LOCKED TO PREVENT UNAUTHORIZED ACCESS AND/OR TAMPERING:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
WET WELLS, SUMPS AND PITS ADEQUATELY COVERED, GRATED OR OTHERWISE PROTECTED:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
ELECTRICAL CONTROLS COVERS CONDUIT AND EQUIPMENT PROPERLY INSTALLED AND MAINTAINED:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
GUARDS AND SHIELDS IN PLACE AROUND MOVING EQUIPMENT (BELTS, PULLEYS, DRIVESHAFTS, ETC.) :	<input type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input checked="" type="checkbox"/> NA <input type="checkbox"/> NE
ADEQUATE VENTILATION TO PREVENT EXCESSIVE CONDENSATION AND/OR GASES AND FUMES: <u>Vented wet well</u>	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
ADEQUATE LIGHTING FOR ROUTINE INSPECTION/MAINTENANCE: <u>Can use portable</u>	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
SEALS, VALVES AND PACKING ADEQUATELY MAINTAINED TO PREVENT LEAKS:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
MINIMAL ACCUMULATION OF GREASE AND SOLIDS IN WET WELLS:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
<b>BACKUP POWER AND ALARMS</b>	
<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA	
PROVISIONS FOR GENERATOR AND/OR EMERGENCY TRANSFER PUMP:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
AUDIBLE/VISUAL ALARM WITH EMERGENCY CONTACT INFORMATION POSTED:	<input checked="" type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> U <input type="checkbox"/> NA <input type="checkbox"/> NE
SCADA SYSTEM (LIST PARAMETERS MONITORED): <u>High &amp; low level, power failure, pump run time.</u>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA <input type="checkbox"/> NE

**Water Division NPDES Photographic Evidence Sheet**

**Location:** McKissic Lift Station, Peach Orchard Rd.

**Photographer:** John Fazio      **Witness:** None

**Photo #** 1    **Of** 6      **Date:** 06/04/09    **Time:** 1354

**Description:** Straw bale barriers emplaced to capture solids from manhole overflows (just upgradient from McKissic lift station). Flow path to McKissic Creek (at tree line) in background. Lift station just to north (left) of photo.



**Photographer:** John Fazio      **Witness:** None

**Photo #** 2    **Of** 6      **Date:** 06/04/09    **Time:** 1405

**Description:** One of two equalization basins present at lift station. 5 million gallon collective capacity..





**Water Division NPDES Photographic Evidence Sheet**

<b>Location:</b>	McKissic Lift Station						
<b>Photographer:</b>	John Fazio			<b>Witness:</b>	None		
<b>Photo #</b>	3	<b>Of</b>	6	<b>Date:</b>	06/04/09	<b>Time:</b>	1359
<b>Description:</b>	Muffin Monster before main wet well captures solids/grit and grease. Dumpster to be covered.						



<b>Photographer:</b>	John Fazio			<b>Witness:</b>	None		
<b>Photo #</b>	4	<b>Of</b>	6	<b>Date:</b>	06/04/09	<b>Time:</b>	1407
<b>Description:</b>	Five 88 hp pumps, each w/ 1200 gpm pump rate.						



**Water Division NPDES Photographic Evidence Sheet**

**Location:** McKissic Lift Station

**Photographer:** John Fazio      **Witness:** None

**Photo #** 5    **Of** 6      **Date:** 06/04/09    **Time:** 1412

**Description:** Mission SCADA system.



**Photographer:** John Fazio      **Witness:** None

**Photo #** 6    **Of** 6      **Date:** 06/04/09    **Time:** 1412

**Description:** Main wet well is 40' deep with 12' partitions for maintenance. Centerton wet well behind photographer.





WASTEWATER DEPARTMENT

July 2, 2009

Cindy Garner  
Water Division Enforcement Branch Manager  
ADEQ  
5301 Northshore Drive  
North Little Rock, AR 72118-5317

RE: Response to Sanitary Sewer Overflow Inspection report

AFIN: 04-00154

NPDES Permit No.:AR0022403

Dear Ms. Garner:

On June 4, 2009 Mr. John Fazio performed a Sanitary Sewer Overflow Inspection of our facility. Two separate items were noted as unsatisfactory and needing further attention.

1. Numerous large-volume overflows due to inflow and infiltration have occurred in the collection system before the McKisic lift station located on Peach Orchard Rd. These overflows have resulted in the discharge of waste into McKisic Creek. The City must take the initiative to minimize the number and magnitude of overflows at this location to reduce or prevent further impact to the waters of the state.
2. The information required to provide descriptions of the Centerton and Northwest Arkansas Regional Airport satellite systems could not be compiled at the time of the inspection. Please submit this information to the Department by the date specified below.

**Response to item # 1:**

Over the last 3 years, we have experienced frequent springtime rains of a sufficient volume to cause overflows at manholes in line with McKisic and South lift stations. The Bentonville Water/ Sewer Rehab Department has had ongoing projects to minimize inflow caused by rainfall. The following is a list of past, present and future projects specifically designed to minimize the number and magnitude of overflows at this location.



## WASTEWATER DEPARTMENT

### 2005

- Replaced 1,000 feet of 6-inch clay sewer line with 12-inch PVC sewer line and built one new manhole at SE P Street in Bland Valley Subdivision. Clay pipe was undersized, cracked and with root intrusions at the bells and service connections contributing to inflow and infiltration.
- Replaced 2,030 feet of 6-inch clay sewer line with 8-inch PVC sewer line and built three new manholes on SE 18<sup>th</sup> Street and SE S Street in Bland Valley Subdivision. Clay pipe was undersized, cracked and with root intrusions at the bells and service connections contributing to inflow and infiltration.
- Televised 116,295 feet of sewer main lines.

### 2006

- Completed design and construction for Bright Road Sewer Line Improvement Project. Project consisted of replacing approximately 1,700 feet of 8-inch sewer line with 18-inch sewer line.
- Replaced approximately 1,700 feet of 6-inch clay sewer line with 8-inch PVC sewer line and replaced eight manholes in Bland Valley Subdivision. Clay pipe was undersized, cracked and with root intrusions at the bells and service connections contributing to inflow and infiltration.
- Replaced approximately 1,000 feet of 6-inch clay sewer line with 12-inch PVC sewer line, Highway 72 West and Old El Contento. Clay pipe was undersized, cracked and with root intrusions at the bells and service connections contributing to inflow and infiltration.
- Televised 130,601 feet of sewer main lines.

### 2007

- Completed construction phase for I-10 interceptor at SE J and 20<sup>th</sup> Street to SE Walton Blvd. Project consisted of upsizing approximately 4,125 feet of 10-inch sewer line to 12-inch sewer line.
- Begin design phase for the Osage Creek Sewer Line Project. Project consists of installing approximately 3,600 feet of 36-inch PVC sewer line, beginning at Opel Road and ending at Highway 12.
- Televised 82,941 feet of sewer main lines.



## WASTEWATER DEPARTMENT

### 2008

- Replaced approximately 1,500 feet of 6-inch clay sewer line with 8-inch PVC sewer line in the Royal Heights Subdivision. Clay pipe was undersized, cracked and with root intrusions at the bells and service connections contributing to inflow and infiltration.
- Replaced 300 feet of 6-inch clay sewer line with 8-inch PVC sewer line at NE C and 5<sup>th</sup> Street. Clay pipe was undersized, cracked and with root intrusions at the bells and service connections contributing to inflow and infiltration.
- Completed design phase for the SW I Street to Featherston Road Sewer Line Project. Project consists of installing approximately 1.75 miles of 18-inch PVC sewer line beginning at a point just north of Bentonville Lake on SW I street following the drainage area and terminating the project at Featherston Road. Project will divert flow to the NACA Waste Water Plant freeing up capacity at Bentonville's Wastewater Plant.
- Televised 130,601 feet of sewer main lines

### 2009

- Installed flow monitors and raised the elevation of manholes in the wetlands area, north of the South Lift Station.
- Replaced approximately 2,625 feet of 6-inch clay sewer line with 8-inch PVC sewer line on South Main Street. Clay pipe was undersized, cracked and with root intrusions at the bells and service connections contributing to inflow and infiltration.
- Replaced approximately 1,240 feet of 6-inch clay sewer line with 8-inch PVC sewer line in the Skyview Acres Subdivision. Clay pipe was undersized, cracked and with root intrusions at the bells and service connections contributing to inflow and infiltration.

### Future Projects

### 2009

- Replace approximately 3,720 feet of 6-inch clay sewer line with 8-inch PVC sewer line in the Skyview Acres Subdivision. Clay pipe is undersized, cracked and with root intrusions at the bells and service connections contributing to inflow and infiltration.

## 2010

- Replace approximately 2,375 feet of 6-inch clay sewer line with 8-inch PVC sewer line on NE Second Street. Clay pipe is undersized, cracked and with root intrusions at the bells and service connections contributing to inflow and infiltration.
- Upgrade the South Lift Station force main from a 12-inch to a 16-inch and reroute the discharge to Bright Road. Estimated cost \$2,100,000.

The new Northwest Arkansas Conservation Authority treatment plant is scheduled to come on line in 2010. This will reduce the volume taken into the McKisic collection zone thus reducing negative impacts of rainfall.

### **Response to item #2:**

Enclosed you will find contracts for satellite systems.

In the inspection report submitted by Mr. Fazio, there were some items incorrectly reported:

There are three wet wells at the McKisic lift station. Two wet wells handle flow from the South which includes the Centerton line and South lift station. The wet well on the east side receives flow from the east side of Walton Blvd.

NPDES Report page 6

#### **Name and/or location of pump station:**

Centerton comes into the McKisic lift station by the line coming from the south. There is no wet well exclusively for Centerton.

#### **Number of pumps:**

There is no wet well for Centerton.

NPDES Report page 8

#### **Photo caption for photo #2**

Caption should say 4 million gallons collective capacity.

NPDES Report page 10

#### **Photo caption for photo #6**

Centerton does not have a wet well at the McKisic lift station. The wet well you referred to is the East wet well that has flow from the East side of Walton Blvd.



**WASTEWATER DEPARTMENT**

If you should have any questions or need additional information, please give me a call or e-mail me at [bplumlee@bentonvillear.com](mailto:bplumlee@bentonvillear.com).

Sincerely,

*Belva Plumlee*

Belva Plumlee  
Wastewater Utilities Manager  
City of Bentonville

1901 N.E. "A" Street  
Bentonville, AR 72712

(479) 271-3160

AMENDMENT 2 TO THE  
WATER AND SEWER CONTRACT  
BY AND BETWEEN  
THE CITY OF BENTONVILLE ("CITY") AND THE NORTHWEST  
ARKANSAS REGIONAL AIRPORT AUTHORITY ("AUTHORITY")

Revision 7 5/23/2000

This amendment to the existing Water and Sewer Contract hereby amends Section 17.b Prohibition of Interconnection as follows:

NWARAA agrees that it will not allow water or sewer lines serving sites outside the property of NWARAA to be connected to water and sewer lines on NWARAA property as presently constituted or as constituted in the future, unless the NWARAA and the City of Bentonville approve an amendment to the contract specifically authorizing the interconnection.

All other provisions of Section 17.b remain in full force and effect.

*Section 2.*

This amendment to the existing Water and Sewer Contract adds Section 21 to the contract. All portions of the existing contract which are materially altered or amended by Section 21 will be referenced in this section. All other provisions remain in full force and effect.

21. AGREEMENT FOR OFF-SITE CONNECTION

a. GENERAL

Lift Station #6 as shown on Attachment 1 is owned and operated by the NWARAA for the purpose of delivering wastewater generated by the Airport to the City of Bentonville collection system for transport to an approved wastewater treatment facility.

Lift Station #6 receives flow from on-site Lift Station #1 as shown on Attachment 1. Under normal operating conditions the flow rate currently generated by Lift Station #1 is 400 gallons per minute (GPM). Under normal operating conditions Lift Station #6 currently generates a flow rate of 450 GPM. The lines used for transportation of the wastewater have a capacity of 800 GPM.



The NWARAA and Bentonville agree that pumping capacity exists at Lift Station #6 that is not currently utilized by the Airport and related activities.

The NWARAA agrees that this portion of the unused capacity of Lift Station #6 will temporarily be made available for off-site use in conjunction with development north and adjacent to the existing NWARAA site. See Attachment 1 – off-site.

b. 450 GPM ALLOTMENT

Bentonville and NWARAA agree that the allowance for off-site use in no way compromises the Authority's allotment of capacity which is now 450 GPM. At such time that the combined flow from the NWARAA site and the off-site connection is deemed to exceed the capacity of Lift Station #6 Bentonville will, at its expense, make available to NWARAA the necessary additional capacity up to the original capacity of 450 GPM.

Upon notification by NWARAA, Bentonville will provide the capacity required by NWARAA within 9 months of such notification.

c. ADDITIONAL LINE CAPACITY

The parties agree that the NWARAA may elect to pay the cost of upgrading the existing on-site and off-site lift stations to accommodate flow from the NWARAA in excess of 450 GPM. If the NWARAA elects to make those upgrades, NWARAA will receive all of the additional system capacity created by the improvements.

d. OWNERSHIP

The ownership of Lift Station #6 is currently held by the NWARAA and maintenance of Lift Station #6 is accomplished and is the responsibility of the NWARAA.

Ownership of Lift Station #6 will continue to be held by the NWARAA and maintenance of the Lift Station will be addressed in a separate agreement.

A portion of the power costs of operating Lift Station #6 be will borne by Bentonville in direct relationship to the amount of pumped wastewater volume generated by and billed to off-site entities.

Connecting pipelines from the off-site development will be installed upon property of the Authority.

The pipelines will be installed in accordance with Bentonville specifications and as approved by the Arkansas Health Department at

locations generally described on Exhibit 1 or along a route to be designated during the design of the connection(s) and mutually agreed upon by Bentonville and the NWARAA.

NWARAA will provide a Utility Easement(s) of sufficient width to allow for maintenance of the connecting pipeline(s) by City of Bentonville forces.

e. **SOVEREIGNTY**

This contract amendment is agreed by and between Bentonville and NWARAA and shall not constitute grounds for claims of one party against the sovereignty of the other party. The parties agree that this contract amendment shall not constitute grounds for annexation or de-annexation of any property to be provided sewer service as a result of this agreement.

f. **METERING & BILLING**

NWARAA is billed for wastewater usage by Bentonville as a wholesale (bulk) customer and the bill for wastewater usage is computed independently of water usage. In the eventuality that additional customers are interconnected to Lift Station #6 those connecting customers would be uniquely identified and billed based on water usage. The amount billed to NWARAA will be that amount of sewer volume delivered by Lift Station #6 above the amount of the combined water usage of the connecting customers.

Executed this 3rd day of July, 2000, by the City of  
Bentonville, Arkansas:

City of Bentonville, a Municipal Corporation by:

Terry Black Coberly  
Terry Black Coberly, Mayor

ATTEST:

Suzanne Grider  
City Clerk, Suzanne Grider

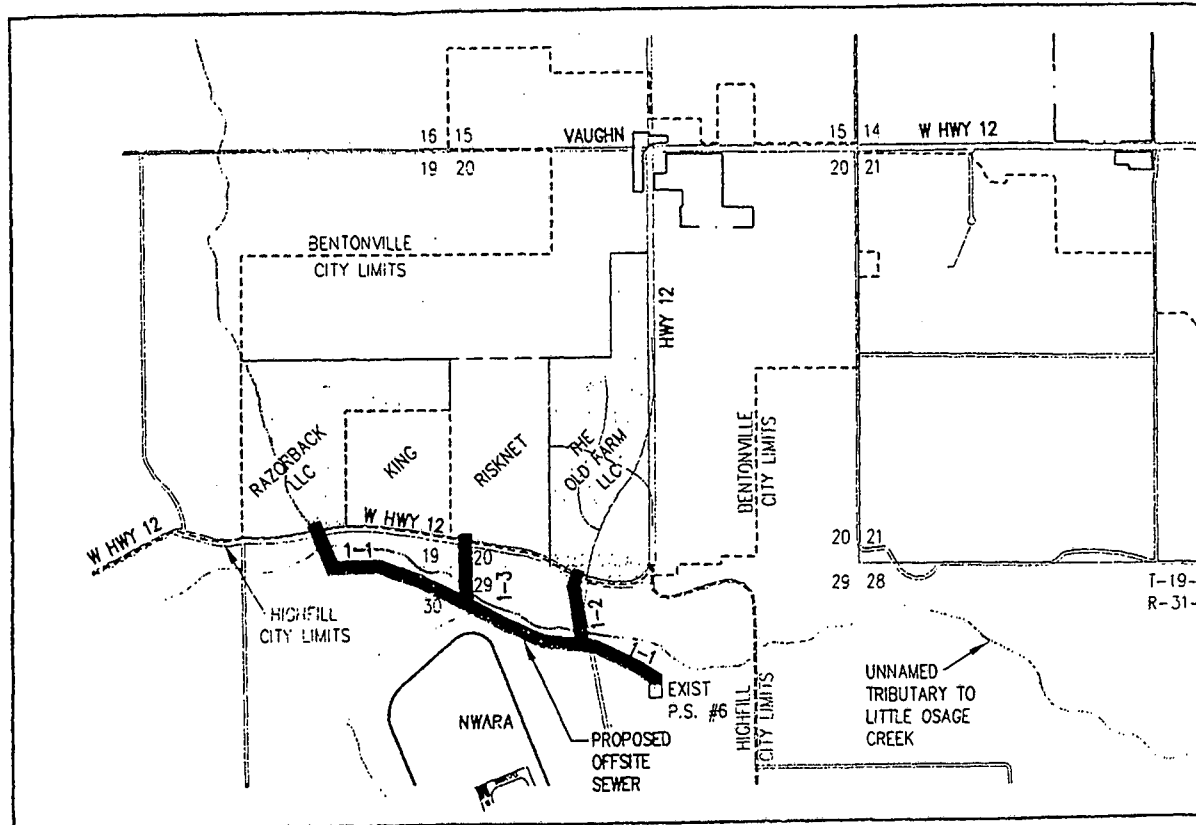
Executed this 4th day of August, 2000, by the Northwest  
Arkansas Regional Airport Authority by;

Northwest Arkansas Regional Airport Authority, by:

Stan Green  
Stan Green, Chairman

ATTEST:

Art Morris  
Art Morris, Secretary



VICINITY MAP  
NTS



EXHIBIT 1

**CITY OF BENTONVILLE  
FEE SCHEDULE**

Listed below are the basic fees for work that might be involved in completing your job. Depending on the nature of work involved with your job, other charges in addition to these basic fees may be necessary.

IT IS IMPORTANT THAT YOU CONTACT THE SECRETARY AT THE BUILDING INSPECTORS OFFICE, 117 WEST CENTRAL OR THE WATER/SEWER DEPARTMENT SECRETARY, 501 SE 3RD TO DETERMINE IF YOU OWE ADDITIONAL FEES PRIOR TO THE INITIATION OF WORK ASSOCIATED WITH UTILITY SERVICES AND/OR PERMANENT CONNECTION TO UTILITY SERVICES.

**FAILURE TO MAKE ARRANGEMENTS FOR FEES MAY RESULT IN DELAYS!**

.....  
**UTILITY METER DEPOSITS**

Residential-Electric/Water/Sewer/Solid Waste	\$ 100.00
Residential-Water Only	50.00
Commercial-Electric/Water/Sewer/Solid Waste	200.00
Large Power-Electric	500.00

**SEWER TIE ON**

Residential	Per Dwelling	125.00
Commercial	Per unit	125.00
Industrial (by water size)	5/8" meter	250.00
	1" meter	250.00
	2" meter	500.00
	4" meter	700.00
	6" meter	700.00

<b>SEWER TAP</b>	<b>4" X 6"</b>	<b>\$ 75.00</b>
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**WATER TAP**

5/8" Single Service	\$ 350.00
1" Service	400.00
5/8" Double Service	450.00
2" Service	1,000.00
4" TAP ONLY	\$ 175.00
6" TAP ONLY	350.00
8" TAP ONLY	500.00
12" TAP ONLY	600.00

<b>ROAD BORE</b>	<b>\$ 200.00</b>
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**STREET CUTS (Street Department)**

0 TO 1/4	\$ 125.00
1/4 TO 1/2	200.00
1/2 TO 3/4	300.00
3/4 TO FULL	400.00

**STREET CUTS (Water Dept)**

**ADDITIONAL FOR BOND JOBS**

0 TO 1/4	\$ 75.00
1/4 TO 1/2	75.00
1/2 TO 3/4	100.00
3/4 TO FULL	100.00

### PHONE INFORMATION

To inquire about a water or electric deposit.  
To inquire about a utility bill.  
To have a water meter set.  
To discontinue water or electric service.

271-3100

Water service for new construction.  
To report a water leak.  
To report sewer problems.  
New or upgrade of sewer service.  
Irrigation meter.

271-3140

Drainage problems.  
Street repairs.  
Right-of-way clearing.

271-3130

Electric service for new construction.  
Electrical problems.  
Street light repairs.  
Rent light installation and repairs  
Removal of tree limbs in power lines

271-3135

After regular business hours call the Fire  
Department for emergency: water leaks,  
sewer problems, electrical outages, utility  
shut-off reconnections, etc.

271-3151

### UTILITY DEPOSITS

271-3100

For all residential dwelling units:

Electric/Water/Sewer/Solid Waste	\$100
Electric Only	50
Water, Sewer Only	50
Solid Waste	10
Irrigation Water	50

Small commercial:

Electric, Water/Sewer and Solid Waste	\$200
Electric	125
Water/Sewer	50
Solid Waste	10

Large Power:

Electric	\$500
----------	-------

### WATER SERVICE FEES FOR NEW CONSTRUCTION

271-3140

Materials supplied by city:

5/8" service	\$ 350
1" service	400
Double - 5/8" service	450
2" service	1,000

Material supplied by contractor:

4" tap	\$ 175
6" tap	350
8" tap	500
12" tap	600

### SEWER TAPS

4" Sewer tap - For each individual service.	\$75
--	------

**SEWER TIE ON FEES**

271-3140

Residential: \$125 per dwelling, this includes single dwelling homes, apartments, and all multi-dwellings.

Commercial: \$125 per unit, this includes malls and multi-unit business facilities.

Industrial: Determined by water meter size per building.

5/8"	\$ 250
1"	250
2"	500
4"	700
6"	700

**STREET CUTS**

0 - 1/4	\$ 125
1/4 - 1/2	200
1/2 - 3/4	300
3/4 - FULL	400

Additional street cut fees for water services:

0 - 1/4	\$ 75
1/4 - 1/2	75
1/2 - 3/4	100
3/4 - FULL	100

Road Bores: \$ 200

**Unrepaired Water Leaks  
Can Be Costly**

Water Loss in Gallons		
Leak this Size	Loss per Day	Loss per Month
•	120	3,600
•	300	10,800
•	893	20,790
•	1,200	36,000
•	1,920	57,600
•	3,096	92,880
•	4,296	128,880
•	6,640	199,200
•	8,984	209,820
•	8,424	252,720
•	9,888	296,640
•	11,324	339,720
•	12,720	381,600
•	14,952	448,560

The Bentonville Water Utilities Department goes to great lengths to protect this community's water supply. In order to keep this system safe and available for everyone's use, we ask that all citizens help us by reporting suspected leaks, asking questions or sharing ideas with our office. We are always eager to have the customers input regarding your water utility needs.

**ELECTRIC**

271-3135

Rates for residential customers for domestic uses.

Winter - November through April

Facilities Charge	\$ 5.25	per month
First 200 kWh used per month	7.7	per kWh
Next 200 kWh used per month	5.3	per kWh
Over 800 kWh used per month	4.7	per kWh

Summer - May through October

Facilities Charge	\$ 5.25	per month
First 200 kWh used per month	7.7	per kWh
Next 600 kWh used per month	5.3	per kWh
Over 800 kWh used per month	5.1	per kWh

Minimum Monthly Charge:

The amount calculated at the above rate is subject to increase or decrease under the provisions of the Power Cost Adjustment Rider, Schedule "PA-82".

Mercury Vapor Lamp

175 watt	\$ 5.11	per month
400 watt	10.11	per month

Halide Lamp

400 watt	\$11.18	per month
1000 watt	25.00	per month

**WATER RATES**

271-3100

Monthly Service Rates

5/8"	\$ 6.00
1"	15.00
2"	70.00
4"	300.00

Inside City Usage Rate

First 100,000 gals @ \$2.75 per 1000 gal	= \$ 275
Next 400,000 gals @ \$2.76 per 1000 gal	= \$1068
Next 500,000 gals @ \$2.52 per 1000 gal	= \$1260
Over 1,000,000 gals @ \$2.42 per 1000 gal	= \$2420

**WASTEWATER RATES**

Monthly Service Rates for Wastewater \$7.00

Wastewater Usage Rate:

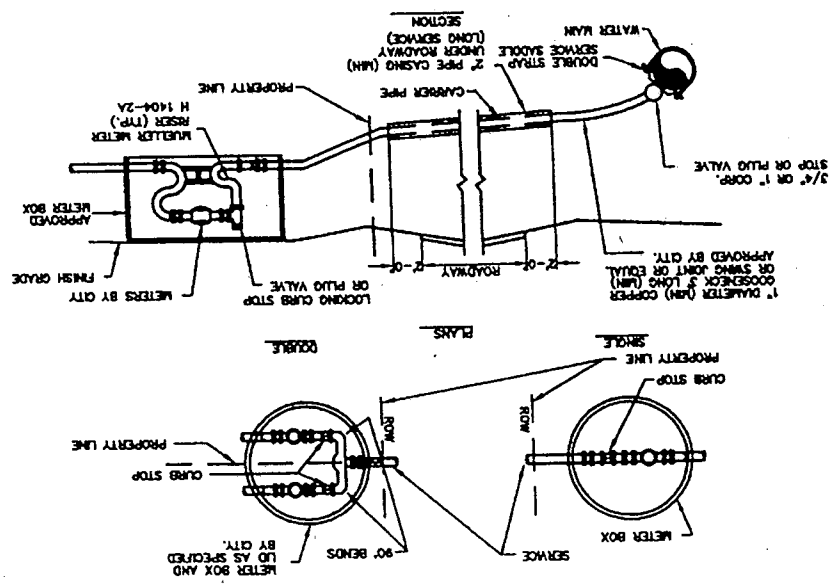
First 100,000 Gallons @ \$2.42 per 1,000 gal	
Over 100,000 Gallons @ \$2.43 per 1,000 gal	

Prices subject to change.

awpo7-95

# WATER METER INSTALLATION

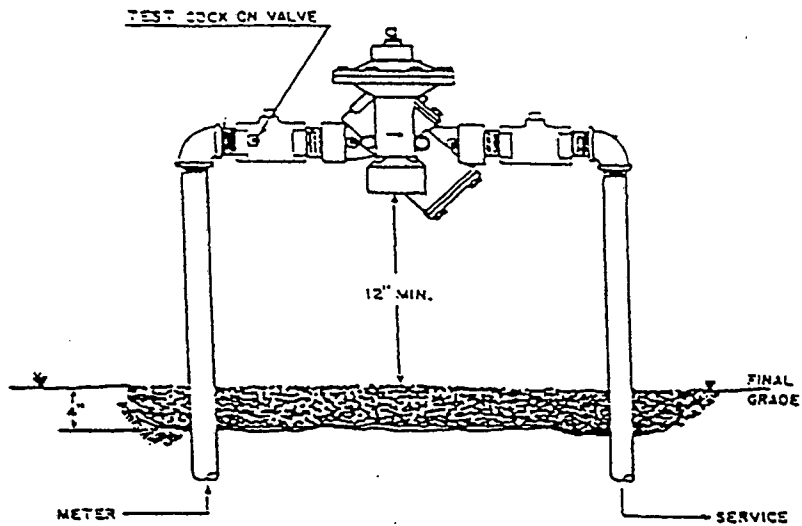
- NOTES:
1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE ON 18" CENTERS (MIN).
  2. SERVICE PIPE SHALL BE 1" MINIMUM.
  3. IF METERS AND BOXES ARE NOT SET AT THE TIME OF WATER MAIN CONSTRUCTION, A GREEN LOCATOR AS PERMITTED BY AUTOMATIC PRODUCTS IS TO BE LOCATED OVER EACH SERVICE AS REQUIRED BY THE CITY.
  4. SHORT SERVICES REQUIRE 18" MIN COVER, LONG SERVICES REQUIRE 24" MIN COVER (ROADWAYS).





# INSTALLATION

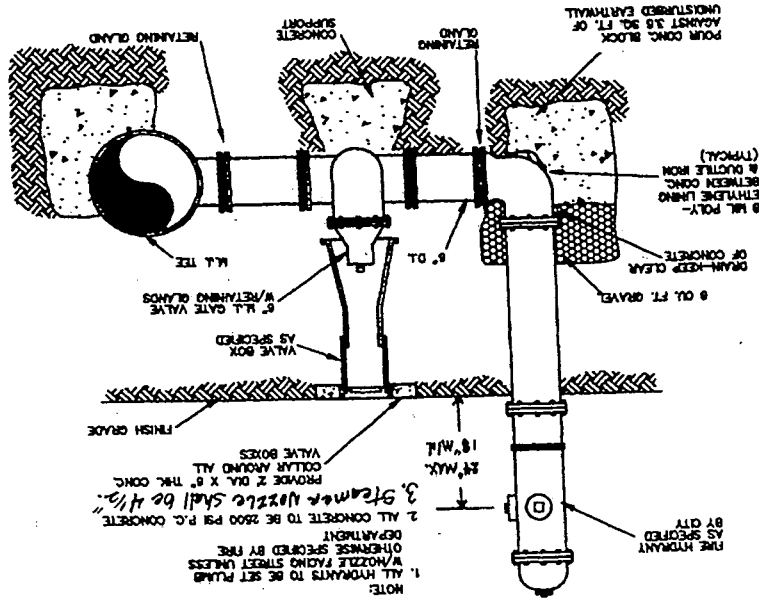
## DOUBLE CHECK OR REDUCED PRESSURE BACKFLOW PREVENTER



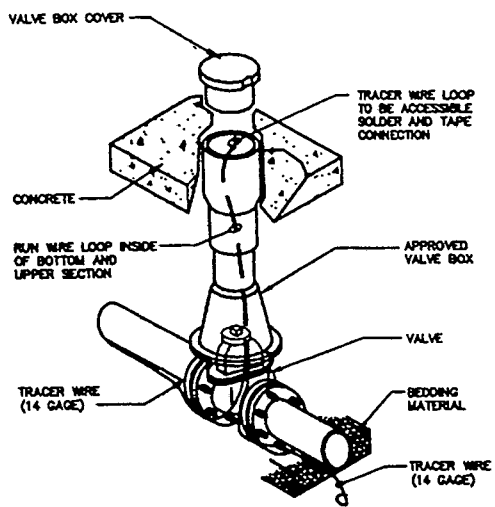
### GENERAL NOTES:

- A. The ven of the relief valve on the RP should be intalled between 12" and 30" above the ground or high water mark, with a minimum of 24" on all sides.
- B. It should be situated so the discharge of water form the relief valve does not create an aesthetic problem.
- C. It is essential that the air inlet port not be blocked or flooded. (Discharges of water from the assembly should not cause the port to become flooded).
- D. The RP should not be installed in pits.
- E. Should be installed horizontal with the relief valve pointed downward so that it can drain easily.

M.T.S. FIRE HYDRANT ASSEMBLY



Hydrant placement shall be 10ft. maximum  
 Behind curb or fire lane, not conflicting  
 with sidewalk.  
 Place Here Letters  
 w/ large letters



**TRACER WIRE INSTALLATION  
FOR NON FERROUS PIPE** 300  
N.T.S.

sizes include; American Darling, Clow, Kennedy, Mueller or equal. Gate valves shall be mounted horizontally in valve vault and not exposed to wastewater.

P7.3 PLUG VALVES:

Plug valves are an acceptable means for isolation and shall be Dezurik Series 100 or equal, flanged.

P8 LIFTING HOIST:

All stations incorporating pumping units which weigh more than 100 lbs. may be required to provide a lifting hoist at the Wastewater Superintendent's request. Hoist shall be manual type mounted on the wet well structure and have a rated capacity 1.5 times the weight of any object to be removed.

P9 FLOAT CONTROLS:

Provide float switch control system incorporating a hermetically sealed liquid level indicator as a level sensing and signal control device for automatic control of lift station. System shall monitor and control wet well level at each station as follows:

- SWITCH 1 - High Level Alarm
- SWITCH 2 - Energize Lag Pump
- SWITCH 3 - Energize Lead Pump
- SWITCH 4 - All Stop

Contingent upon wet well level, float system shall cause indicator/controller to energize appropriate control contacts.

201. 1222. 01. 01

## AMENDMENT TO WATER AND SEWER CONTRACT

CITY OF BENTONVILLE/NORTHWEST ARKANSAS REGIONAL AIRPORT AUTHORITY

This Amendment to Water and Sewer Contract amends that certain Agreement made May 30, 1996 by and between the City of Bentonville ("Bentonville") and the Northwest Arkansas Regional Airport Authority ("NWARAA") ("The Agreement"). In consideration of the mutual promises and covenants contained herein the parties amend The Agreement as follows:

1. In consideration of the receipt of \$1,100,000.00 from Bentonville, NWARAA herewith transfers and assigns to Bentonville all of its cost capture and revenue sharing rights as described in paragraph 8 of The Agreement and the entire water line from the northern boundary of the NWARAA to the eastern boundary of the BCWA2 claimed area. NWARAA agrees that the \$1,100,000.00 to be paid to it by the City of Bentonville will be dedicated solely for the purpose of constructing a north access road from the terminal of the Northwest Arkansas Regional Airport to Arkansas State Highway 12 following a route and in a manner known to the parties. NWARAA agrees to utilize best efforts to complete such road construction by no later than December 31, 1998. The \$1,100,000.00 payment from Bentonville will be transferred to the accounts of NWARAA on an "as needed" basis, as determined by NWARAA and agreed to by Bentonville in order to pay for road construction invoices in a timely fashion.

Bentonville will continue to honor the previous obligation of NWARAA contained in paragraph 8c of The Agreement which permits residential customers who exist at the time of the acquisition of easements and who will utilize water only for domestic purposes to set a 5/8" meter for no proportionate share costs (such term being defined by Bentonville ordinances) along that portion of the waterline described in paragraph 8c.

2. NWARAA shall dedicate to the City of Bentonville that certain recently constructed sewer line from Bentonville to the north boundary of the airport and that certain recently constructed waterline along the same route upon execution of the Amendment.

3. Bentonville recognizes that NWARAA has and will continue to remain neutral regarding any disputes or potential disputes between BCWA2 and Bentonville regarding the claimed exclusive territory of BCWA2.

4. The parties agree that neither this contract nor any other contract by either party shall prohibit the connection of customers by Bentonville to any portion of the waterline between terminus point A and terminus point B as depicted on the attached Exhibit "C".

5. The parties agree that the \$1,100,000.00 to be paid to NWARAA by Bentonville pursuant hereto is in consideration for the transfer by NWARAA of its costs recapture and revenue sharing rights and the constructed waterline and specifically is not a "contribution" as defined in Ark. Code Ann. 14-362-122 or Ark. Code Ann. 14-362-123.

6. This writing contains the entire agreement between the parties respecting the subject matter hereof.

Executed this \_\_\_ day of \_\_\_\_\_, 1999, by the City of Bentonville, Arkansas.

City of Bentonville, a Municipal Corporation by:

Terry Black Coberly  
Terry Black Coberly, Mayor

ATTEST:

Louise DeFon  
City Clerk

Executed this ~~9th~~ day of January, 1999, by the Northwest Arkansas Regional  
Airport Authority by:

Stan Green  
Stan Green, Chairman

ATTEST:

Art Morris  
Art Morris, Secretary

## WATER AND SEWER CONTRACT

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 1996, by and between the City of Bentonville ("Bentonville") and the Northwest Arkansas Regional Airport Authority ("NWARAA"). In consideration of the mutual promises and covenants contained herein the parties agree as follows:

1. **RECITALS:** Bentonville is an Arkansas city of the first class. In its governmental capacity it owns and operates its own water distribution and sewage systems and purchases treated potable water from Beaver Water District.

NWARAA is an Arkansas public corporation formed and operated pursuant to Ark. Code Ann. 14-362-101 *et seq.* It owns certain real property located in Benton County, Arkansas on which it is currently constructing the Northwest Arkansas Regional Airport ("Airport"). Attached and displayed at Exhibit A is a map of a portion of Benton County, Arkansas showing the location of the property currently owned by NWARAA. Displayed at Exhibit B is a legal description of the real property currently owned by NWARAA.

In order to operate the Airport and other water and sewer users anticipated to be located on the property of NWARAA, it is imperative that public water and sewage treatment services be provided the Airport. To that end it has been determined that the best and most feasible water supply for NWARAA is the purchase of treated water from Bentonville and that treatment of waste water generated on the property of the Airport can best be provided by Bentonville's waste water treatment facilities.

The parties therefore reach the agreements contained herein.

2. **CONSTRUCTION OF WATER AND SEWER PIPELINES.** Along the route displayed at Exhibit C and in conformance with the specifications of the City of Bentonville displayed at Exhibit D, NWARAA will construct a 10-inch water line from terminus point "A" as shown on Exhibit C to terminus point "B" as shown on Exhibit C, provided, however, that the line may be oversized and the cost of construction be allocated in accordance with Section 4 below.

Commencing at terminus "C" and ending at terminus "D" on Exhibit C, NWARAA will construct an 8-inch force main and a 10-inch gravity sewage pipeline, provided, however, that the line may be oversized and the cost of construction be allocated in accordance with Section 4 below. As marked, certain portions of the pipeline will be gravity flow and certain portions of the pipeline will be pressurized. The location of pump stations are shown on Exhibit C.

3. **EASEMENT ACQUISITION.** It shall be the responsibility of NWARAA to acquire those easements necessary for the construction of the water and sewer pipelines and pump stations shown on Exhibit C utilizing easement agreements approved by Bentonville. Both parties believe that NWARAA has the statutory authority to exercise the right of eminent domain and to acquire in its name the easements necessary for pipeline construction. Should it be determined that NWARAA lacks such authority Bentonville agrees to accomplish such easement acquisition in areas where lines will be subsequently dedicated to the City of Bentonville, with all costs thereof to be borne by NWARAA. Said easements shall be in a form approved by the City of Bentonville and the acquisition of all such easements must comply with the federal Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, with NWARAA to approve offer and settlement amounts on each easement.

4. **COST OF CONSTRUCTION.** Subject to the provisions of the following sentence the entire construction cost of the water line shall be borne by NWARAA. Should Bentonville decide to increase the size of that portion of the water line commencing at terminus A and terminating at the Eastern boundary line of the service area of Benton County Water District No. 2 (BCWA2) as displayed on Exhibit C, or any portion of the sewer line, the capital costs associated with such up-sizing shall be borne by Bentonville and shall be paid by Bentonville to NWARAA as costs are incurred, at the call of NWARAA. The cost for fire protection appurtenances along the route but not including the airport property will be borne by the City of Bentonville and will be considered part of the pro-rata cost for provisions under Section 8 of this contract.

5. **LINE DEDICATION AND MAINTENANCE.** The entire sewer line from terminus C to terminus B shall, upon completion, be dedicated to Bentonville, including sanitary sewage lift stations and such dedication shall be accepted by Bentonville. Following dedication the sewer line will be maintained by Bentonville in conformance with Bentonville's standard operating procedures.

Upon completion of construction, that portion of the water line from terminus A to the Eastern service area boundary of BCWA2 will be dedicated to Bentonville and such dedication will be accepted by Bentonville. Thereafter, that portion of the water line will be maintained by Bentonville in conformance with Bentonville's standard operating procedures. The portion of the water line not dedicated to and not maintained by the City of Bentonville shall be built to city standards and subject to inspection by the city for as long as water originating in Bentonville is transmitted through it. Likewise no repairs, connections, or other manipulation of said portion of the water line shall be commenced without prior city approval. The City of Bentonville Water Utility Division shall be notified immediately in case of emergency repairs and such work shall be coordinated with the City.



6. **WATER GUARANTEES.** Bentonville will deliver potable treated water meeting national primary drinking water standards as promulgated by the U.S. Environmental Protection Agency and as adopted by the Arkansas Department of Health at a master meter station located at the Northern boundary line of NWARAA in a maximum guaranteed daily amount of 1,000,000 gallons per day at a normal minimum pressure of 90 pounds per square inch gauge (psi) at terminus A.

7. **RATES.** Bentonville agrees to charge and NWARAA agrees to pay water and sewer rates to Bentonville as determined by Bentonville city ordinances. See attached Exhibit E.

The initial usage rate for water purchase will be \$1.97 per thousand gallons. In the event that Beaver Water District increases the cost of purchased water to Bentonville, Bentonville shall increase the customers water rate in the amount of the net increase plus three percent (3%) of the net increase. In the event Beaver Water District decreases the cost, Bentonville shall decrease the water rate in the net amount of the decrease.

Sewer rates shall also be as determined by Bentonville ordinances from time to time. Nothing in this agreement shall be deemed to prohibit either increases or decreases of rates by Bentonville in accordance with its city ordinances and its requirements. The initial sewer rate shall be as described in Section 10.12.10 Schedule D. The initial sewer usage rate shall be \$2.42 per thousand gallons for the first 100,000 gallons and \$2.43 per thousand gallons for all usage over 100,000 gallons. Billing will be based on readings taken from a master sewer meter as described in Section 9 (d.) and 12 of this contract. Monthly service rates applicable under ordinance 10.12.10 Section C shall not apply as NWARAA will be classified as a wholesle customer. All sewer customers will also be subject to the City of Bentonville Industrial Pretreatment Ordinance and therefore subject to surcharges or required pretreatment outlined therein.

At no time during the term of this agreement shall Bentonville charge NWARAA water or sewer rates discriminatorily, as a single customer class. Rather, the rates charged shall be rationally classified and non-discriminatory. Further, Bentonville will not isolate NWARAA as a "sewer only" customer if and when the potential water supply changeover to BCWA2 as contemplated in paragraph 9 occurs. Rather, under such circumstances, Bentonville will charge normal sewer rates.

8. COST RECAPTURE AND REVENUE SHARING.

a. Cost recapture and revenue sharing, as defined below, will apply to the sewer line for its entire length outside of the property of NWARAA, from terminus "C" to the point of its entry into airport property South of Highway 12. Cost recapture and revenue sharing will apply to the water line only as to the portion to be dedicated to Bentonville, i.e., from terminus "A" to the point where it enters the boundary of BCWA2, unless as otherwise provided in Section 9.e. below.

Under no circumstances will the City of Bentonville reimburse more than 50% of the construction cost of the water and sewer lines to be built by NWARAA as described herein through any combination of reimbursement methods.

If Bentonville decides to contribute to the construction cost of that portion of the water line and/or sewer line to be dedicated to it, cost recapture applicable to that portion of the line shall be shared between it and NWARAA on a prorated basis as defined by the ratio of contributed construction cost.

b. Bentonville will reimburse 10% of the revenue derived, as defined in Bentonville Ordinance Section 10.16, from that portion of the water line and sewer lines dedicated to it until NWARAA is reimbursed 50% of its construction costs applicable to the extensions or until the expiration of 20 years, whichever first occurs.

c. Residential customers who exist at the time of the acquisition of easements and who will utilize water only for domestic purposes shall be allowed to set a 5/8 inch meter for no proportionate share costs (such term being defined by Bentonville ordinances) along the water line from terminus A to its point of entry into the eastern boundary of BCWA2. In regard to all other customers, Bentonville shall require a proportionate share cost for the entirety of the sewer line from terminus C to terminus B and the water line from terminus "A" to its point of entry into the Eastern boundary of BCWA2 in accord with and in amounts set forth in its established ordinances from time to time.

All proportionate share costs (such term being defined by Bentonville ordinances) charged for that portion of the water or sewer line to be dedicated to Bentonville shall enure to the benefit of NWARAA or shall be shared on a prorated basis as the case may be, until NWARAA receives 50% of its construction contribution of that portion of such line or until the expiration of 20 years, whichever first occurs.

Bentonville is contemplating a revision to its ordinance that would maximize cost recovery calculations and produce a more representative rate of recovery. The parties agree that such revision, if enacted, shall not diminish the cost recovery under this agreement and it is the intent of the parties that such revision shall apply to the terms of this agreement.

9. POTENTIAL CHANGE-OVER TO BENTON COUNTY WATER ASSOCIATION NO. 2 AS EXCLUSIVE WATER SUPPLIER. BCWA2 has been organized as a division of the Benton County Rural Development Authority in accord with Arkansas law. BCWA2 asserts that it has the exclusive right and power to deliver and distribute potable water within its boundaries. Those sections of its boundaries pertinent to this agreement are displayed on Exhibit C. The water line proposed to be constructed in accord with this agreement crosses into the claimed exclusive territory of BCWA2 on Arkansas State Highway No. 12 approximately two miles East of the community of Vaughn. BCWA2 asserts exclusive territoriality in accord with the Arkansas Water Plan and, *inver alia*, pursuant to 7 U.S.C. §1926(b) which protects rural water associations indebted to the Rural Economic and Community Development Services f/k/a The Farmers Home Administration. There exists the Washington/Benton County Water Authority (2-Ton). At the time of the execution of this agreement, 2-Ton is in the process of securing funding and bid preparation for the anticipated construction of a potable water loop proposed to run from Beaver Lake westerly to a point near Gravette, Arkansas, thence southerly to a point near Lincoln, Arkansas. 2-Ton is organized for the purpose of distributing drinking water to Western rural Benton County, Arkansas and the small communities located therein. BCWA2 was created for the purpose of acting as a distributor of 2-Ton water within an area of Benton County, including that occupied by NWARAA.

By execution of this agreement Bentonville does not accede to BCWA2's claim of exclusive right to distribute water within its boundaries nor does it even recognize the existence of such boundaries. Bentonville reserves unto itself all rights to assert to the contrary in any forum.

NWARAA remains neutral regarding the assertions of Bentonville, but has been advised by its legal counsel that, at a minimum, once in place, the anticipated funding of a portion of the distribution lines of BCWA2 by Rural Economic and Community Development Services will prohibit any competition within the territory of BCWA2 for water distribution. NWARAA simply desires a dependable and constant flow of potable water and treatment of its sewage flow in accord with applicable standards.

Therefore, if and when BCWA2 is ready, willing and able to deliver to NWARAA potable water, the following shall occur, the provisions of this paragraph No. 9 superseding any other provisions of this agreement contrary therewith:

a. At such time that portion of the water line displayed on Exhibit A within the boundaries of BCWA2 will be dedicated to it and it will accept ownership and maintenance responsibilities for such line.

b. Recognizing that the sewage and water lines will share a common easement, NWARAA shall assign to BCWA2 equal rights of access and co-ownership with Bentonville of that portion of the easement contained within the boundaries of BCWA2. At the option of

Bentonville it may direct NWARAA to place the water line in one easement and the sewage line in a second easement with a common boundary between the two and, thereafter, dedicate, as appropriate under the terms of this agreement, that portion of the water line within the boundaries of BCWA2 solely to BCWA2 if and when.

c. During construction of the water line NWARAA shall cause to be inserted at the point where the water line crosses the Eastern boundary of BCWA2 a valve sufficiently engineered to physically interrupt the flow of water across the boundary of BCWA2 at such point.

d. During construction of the sewer line there shall be installed by NWARAA at its expense a master sewage meter in a manner and of a type approved by Bentonville. The meter shall be located at the boundary of the NWARAA property displayed on Exhibit C at terminus B.

e. If by January 1, 1999, the BCWA2 is not ready, willing and able to provide water service to the NWARAA, the NWARAA shall, if legally able to do so, dedicate that portion of the water line within the boundaries of BCWA2 to Bentonville. Thereafter, all parts of this agreement shall apply to all lines dedicated to Bentonville.

10. **TERM.** This agreement shall terminate 20 years from the date water is first made available by Bentonville to NWARAA.

11. **EARLY TERMINATION AND SERVICE INTERRUPTION.** Bentonville reserves the right to discontinue supplying water to NWARAA or to terminate this agreement for any of the following reasons:

a. Temporarily for emergencies where damage to property, equipment or life are likely to occur.

b. By order of the Arkansas Department of Health or the United States Environmental Protection Agency.

c. For non-payment as set forth in paragraph 12, below.

d. Temporarily as necessary due to repair, extension or rehabilitation of the system. In such instances, NWARAA shall receive timely notice of such outage prior to commencement of any such work.

e. Temporarily despite reasonable diligence to provide and maintain an uninterrupted water service to NWARAA, in case of cessation, deficiency, variation in pressure and any other failure or reversal of the service resulting from acts of God, public enemies, strikes, orders of any court or any other act reasonably beyond the control of Bentonville.

f. In recognition that the Beaver Water District requires Bentonville to provide the necessary facilities so that the district can cease pumping for a period of 24 hours, in the event the district must cease pumping for any period of time, Bentonville will cease delivering water to NWARAA for said period. In such circumstances it shall be the responsibility of NWARAA to provide required facilities to serve its needs during such outage.

12. METERING AND PAYMENT. The metering equipment utilized in the performance of this agreement shall be tested annually for accuracy by an independent firm or agency retained by Bentonville to insure accuracy of measurement. NWARAA shall be notified at least three days in advance of the time of such test and shall have the right to monitor such test. Such metering devices shall be within acceptable standards as recommended and accepted by the American Water Works Association. The accuracy of meters for normal flow rates shall be within 2%. Bentonville shall have full control of the metering equipment at all times and shall maintain such equipment.

All meters utilized in the performance of this agreement shall be read by Bentonville on the first normal working day of each month and a statement shall be rendered in accordance with the following procedures. The bill shall be due and payable by the 15th day of the following month. After the 15th day of each month, a 10% late penalty will be added to the bill to help defray the cost of handling and processing and Bentonville will provide prompt written notice of non-payment to NWARAA by hand delivery. If payment has not been received by the 21st day of the billing month, water supply will be subject to disconnect for non-payment.

NWARAA may have its representatives read the meters utilized in the performance of this agreement at the time of regular reading if so desired or NWARAA may request that the meters be checked or reread in order to verify their record. NWARAA shall have the right to read said meters at any other times it deems such action is warranted. If, however, such meters are removed for test at the request of NWARAA and are found to be within the tolerances for accuracy as established above, NWARAA shall bear all costs for removal and testing connected

therewith. Otherwise, Bentonville will bear all costs for such tests and adjustments shall be based on the corresponding month of the previous year.

13. BENTONVILLE'S AUTHORITY. Bentonville represents and warrants to NWARAA that no agreement, undertaking, law or ordinance exists which would prohibit the covenants contained in this agreement and that Bentonville has been properly authorized in the execution, delivery and performance of this agreement.

14. NWARAA'S AUTHORITY. NWARAA represents and warrants to Bentonville that no agreement, undertaking, covenant or law exist that prohibit the due execution performance and undertakings required by this agreement and that all requisite action by the Board of Directors of NWARAA, where required, has been properly adopted to authorize the execution delivery and performance of this agreement.

15. OPINIONS OF COUNSEL:

a. Counsel for Bentonville. Prior to the execution of this agreement, Kevin J. Pawlik, city attorney of Bentonville, shall deliver to NWARAA his opinion dated prior to the date of execution to the effect that:

- i. Bentonville is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Arkansas and has all requisite municipal power and authority to enter into this agreement.
- ii. The execution, delivery and performance of this agreement has been duly authorized and approved by all requisite municipal action of Bentonville and this agreement shall constitute a valid and binding obligation of Bentonville in accordance with its terms upon execution by appropriate officers of Bentonville who shall be specifically identified.
- iii. To the best of such counsel's knowledge and upon reasonable investigation, Bentonville is not a party to any pending legal, administrative or other action which would have a material adverse effect upon its ability to perform as required herein.

iv. The ordinances of Bentonville authorize the performance of this agreement and none are in contravention with the terms of this agreement.

b. NWARAA shall furnish to Bentonville an opinion of its counsel, John R. Elrod, dated prior to the execution of this agreement to the effect that:

i. NWARAA is a public corporation duly organized, validly existing and in good standing under the laws of Arkansas and has all requisite corporate power and authority to execute this agreement.

ii. The execution, delivery and performance of this agreement to which NWARAA is a party has been duly authorized and approved by all requisite corporate action of NWARAA and, this agreement shall constitute a valid and binding obligation of NWARAA upon execution of the appropriate officers of NWARAA, who shall be specifically identified.

iii. To the best of such counsel's knowledge, upon reasonable investigation, NWARAA is not a party to any pending legal, administrative or other action which would have a material adverse effect upon its ability to perform hereunder.

16. ASSIGNABILITY. This agreement is personal as between the parties and shall not be assignable by either without having first obtained written permission by the other so to do.

17. MISCELLANEOUS PROVISIONS.

a. Repair and Replacement. Following dedication, Bentonville will exercise good faith in the repair, replacement and rehabilitation of those lines dedicated to it and accepted by it.

b. Prohibition of Interconnection. NWARAA agrees that it will not allow water or sewer lines serving sites outside the property of NWARAA to be connected to water and sewer lines on NWARAA property as presently constituted or as constituted in the future. The interconnection prohibition of water lines outside of the boundary of NWARAA shall not be prohibited following changeover to BCWA2, if and when. Interconnection with potential water and sewer customers other than NWARAA, but within the property of NWARAA, is anticipated and permitted, provided, however, if changeover of water delivery from Bentonville to BCWA2 shall occur, NWARAA shall remain directly responsible to Bentonville for payment of all sewage flow at its master meter, whether generated by NWARAA or others located on its property. Under such circumstances, NWARAA shall have the right to sub-meter and bill other sewer users located on its property.

c. Water Rationing. NWARAA agrees that it will accept and participate in any program where water rationing may become necessary due to an emergency resulting from a limited supply of water, failure of transportation system, pumping equipment, plant equipment, electrical facilities, or from any other source beyond the control of Bentonville.

18. CONTROLLING LAW. The interpretation and performance of this agreement shall be in accord with the law of Arkansas.

19. PARTIES BOUND. This contract shall be binding upon the parties and their successors or assigns, if any.

20. FAILURE OF AIRPORT FUNDING AND OTHER MATTERS. Should NWARAA funding fail and the airport not be built (an occurrence not anticipated); or bids for construction of the water and sewer lines be excessive and the water and sewer lines thus not be constructed; or should appropriate and necessary permits not be obtainable, NWARAA shall not be obligated to build the lines or make the water purchases anticipated herein.



Executed this 23<sup>rd</sup> day of MAY, 1996, by the City of Bentonville, Arkansas:

City of Bentonville, a Municipal Corporation by:

Terry Black Coberly  
Terry Black Coberly, Mayor

ATTEST:  
Louise Difo  
City Clerk

Executed this 30<sup>th</sup> day of May, 1996, by the Northwest Arkansas Regional Airport Authority by;

Northwest Arkansas Regional Airport Authority, by:

Stan Green  
Stan Green, Chairman

ATTEST:  
Art Morris  
Art Morris, Secretary

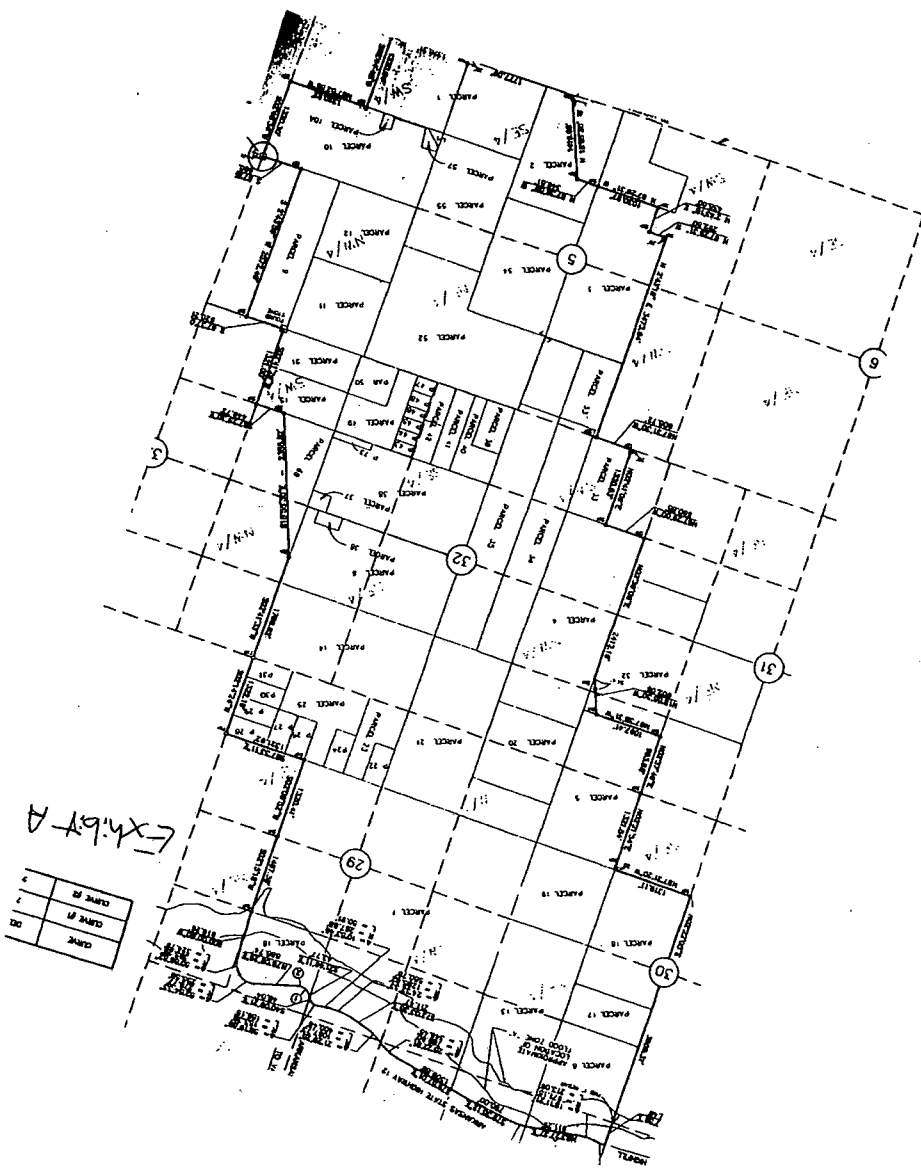


EXHIBIT A

Exhibit B

Little Rock  
and W. North



Cr.  
Tul.  
As.  
Inc.  
Archit.  
280C  
Rogers  
©1994

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for  
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**SURVEY DESCRIPTION:**

PART OF THE W1/2 OF SECTION 4, THE E1/2 AND PART OF THE E1/2 OF THE W1/2 OF SECTION 5, ALL IN T-18-N, R-31-W, AND PART OF THE W1/2 OF THE W1/2 OF SECTION 33, PART OF SECTION 32, PART OF THE E1/2 OF THE NE1/4 OF SECTION 31, THE SE1/4 OF THE SE1/4 AND PART OF THE W1/2 OF SECTION 29, W1/2 OF THE E1/2 AND PART OF THE W1/2 OF SECTION 28, AND PART OF THE E1/2 OF SECTION 30, PART OF THE S1/2 OF THE SW1/4 OF SECTION 20, PART OF THE S1/2 OF THE SE1/4 OF SECTION 19, ALL IN T-19-N, R-31-W, OF THE BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND STONE AT THE CENTER 1/4 CORNER OF SAID SECTION 4, 110M, 831M:

THENCE S02°46'34"W 1320.30 FEET TO THE SE CORNER OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 4;

THENCE N07°52'55"W 1320.92 FEET TO THE SW CORNER THEREOF;

THENCE S02°44'46"W 1320.64 FEET TO THE SW CORNER OF THE SE1/4 OF THE SW1/4 OF SAID SECTION 4;

THENCE N07°54'34"W 1320.31 FEET TO THE SW CORNER OF SAID SECTION 4 AND THE SE CORNER OF THE AFOREMENTIONED SECTION 5, T-18-N, R-31-W;

THENCE N07°40'28"W 1777.09 FEET;

THENCE N10°35'30"W 1419.88 FEET;

THENCE N07°36'56"W 349.51 FEET TO THE WEST LINE OF THE AFOREMENTIONED E1/2 OF SECTION 5;

THENCE N07°29'31"W 1030.97 FEET;

THENCE N2°43'18"E 435.00 FEET;

THENCE N07°29'31"W 292.50 FEET TO THE WEST LINE OF THE AFOREMENTIONED E1/2 OF THE W1/2 OF SECTION 3;

THENCE N02°43'10"E 3473.64 FEET TO THE NW CORNER OF THE NE1/4 OF THE NW1/4 THEREOF;

THENCE N07°33'30"W 603.72 FEET TO THE SOUTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF THE SW1/4 OF THE AFOREMENTIONED SECTION 32, T-19-N, R-31-W;

THENCE N02°41'06"E 1320.93 FEET TO THE NW CORNER THEREOF;

THENCE N07°29'00"W 800.65 FEET TO THE SOUTHWEST CORNER OF THE NW1/4 OF THE SW1/4 OF SAID SECTION 32;

THENCE N02°59'06"E 2412.16 FEET;

THENCE N10°25'30"W 602.08 FEET;

THENCE N07°38'31"W 1007.41 FEET;

THENCE N02°37'49"E 983.68 FEET TO THE SOUTHWEST CORNER OF THE SE1/4 OF THE SE1/4 OF THE AFOREMENTIONED SECTION 30, T-19-N, R-31-W;

THENCE N02°21'54"E 1321.54 TO THE NORTHWEST CORNER THEREOF;

THENCE N07°33'30"W 1310.11 FEET TO THE SOUTHWEST CORNER OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 30;

THENCE N02°22'05"E 3950.31 FEET TO THE N1/4 CORNER OF SAID SECTION 30;

THENCE N02°17'50"E 372.48 FEET TO THE CENTERLINE OF ARKANSAS STATE HIGHWAY #12;

THENCE ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 728.77 FEET, A CENTRAL ANGLE OF 157°54" AND A LENGTH OF 194.80 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 871.15 FEET, A CENTRAL ANGLE OF 107°11" AND A LENGTH OF 213.06 FEET;

THENCE N03°27'37"E 911.29 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 872.29 FEET, A CENTRAL ANGLE OF 107°27" AND A LENGTH OF 258.10 FEET;

THENCE S79°35'12"E 780.00 FEET;

THENCE S70°37'01"E 1309.88 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1285.82 FEET, A CENTRAL ANGLE OF 25°22'51" AND A LENGTH OF 348.45 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1067.73 FEET, A CENTRAL ANGLE OF 103°34'0" AND A LENGTH OF 400.48 FEET;

THENCE S73°03'35"E 211.47 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1285.82 FEET, A CENTRAL ANGLE OF 24°32'33" AND A LENGTH OF 350.78 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 267.68 FEET, A CENTRAL ANGLE OF 103°34'0" AND A LENGTH OF 50.91 FEET TO THE INTERSECTION OF SAID HIGHWAY CENTERLINE AND THE CENTERLINE OF A COUNTY ROAD;

THENCE WITH SAID COUNTY ROAD CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A CHORD OF S69°10'10"E 149.50 FEET, A RADIUS OF 153.38 FEET, A CENTRAL ANGLE 58°19'50" AND A LENGTH OF 156.15 FEET;

THENCE S40°09'21"E 48.04 FEET;

THENCE S21°46'11"E 43.77 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 113.75 FEET, A CENTRAL ANGLE OF 22°34'54" AND A LENGTH OF 44.83 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 209.56 FEET, A CENTRAL ANGLE OF 29°45'48" AND A LENGTH OF 218.39 FEET;

THENCE N76°09'26"E 683.74 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 226.77 FEET, A CENTRAL ANGLE OF 52°54'33" AND A LENGTH OF 253.38 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 365.26 FEET, A CENTRAL ANGLE 30°30'32" AND A LENGTH OF 324.79 FEET;

THENCE S00°00'50"W 619.26 FEET TO THE INTERSECTION OF SAID CENTERLINE AND THE EAST LINE OF THE NW1/4 OF THE NE1/4 OF THE AFOREMENTIONED SECTION 29, T-19-N, R-31-W;

THENCE S02°15'18"W 1407.38 FEET TO THE SOUTHEAST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29;

THENCE S02°09'52"W 1320.41 FEET TO THE SOUTHEAST CORNER OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 29;

THENCE S07°13'11"E 1321.82 FEET TO THE NORTHEAST CORNER OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 29;

THENCE S02°14'24"W 1322.19 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 29;

THENCE S02°41'35"W 1766.82 FEET;

THENCE S18°55'30"E 2333.82 FEET;

THENCE S07°25'30"E 449.72 FEET TO THE NORTHEAST CORNER OF THE SW1/4 OF THE SW1/4 OF THE AFOREMENTIONED SECTION 33, T-19-N, R-31-W;

THENCE S02°41'28"W 1321.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE S07°17'06"E 620.39 FEET TO THE NORTHWEST CORNER OF THE E1/2 OF THE E1/2 OF THE NW1/4 OF THE AFOREMENTIONED SECTION 4, T-18-N, R-31-W;

THENCE S01°45'59"W 2372.48 FEET TO THE SW CORNER THEREOF;

THENCE S07°50'05"E 660.82 FEET TO THE POINT OF BEGINNING;

CONTAINING 2188.10 ACRES, MORE OR LESS, BEING SUBJECT TO THE RIGHT-OF-WAY OF ARKANSAS STATE HIGHWAYS 12 & 264, ALL COUNTY ROADS AND ANY AND ALL EASEMENTS, COVENANTS AND RIGHTS-OF-WAY OF RECORD OR OF FACT.

101

170M THE FLOOD ZONE "A" OR  
ACY'S FLOOD STUDY FOR THE  
SAS, DATED SEPTEMBER 18, 1991,  
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6, 7, 13, & 16 AS SHOWN.

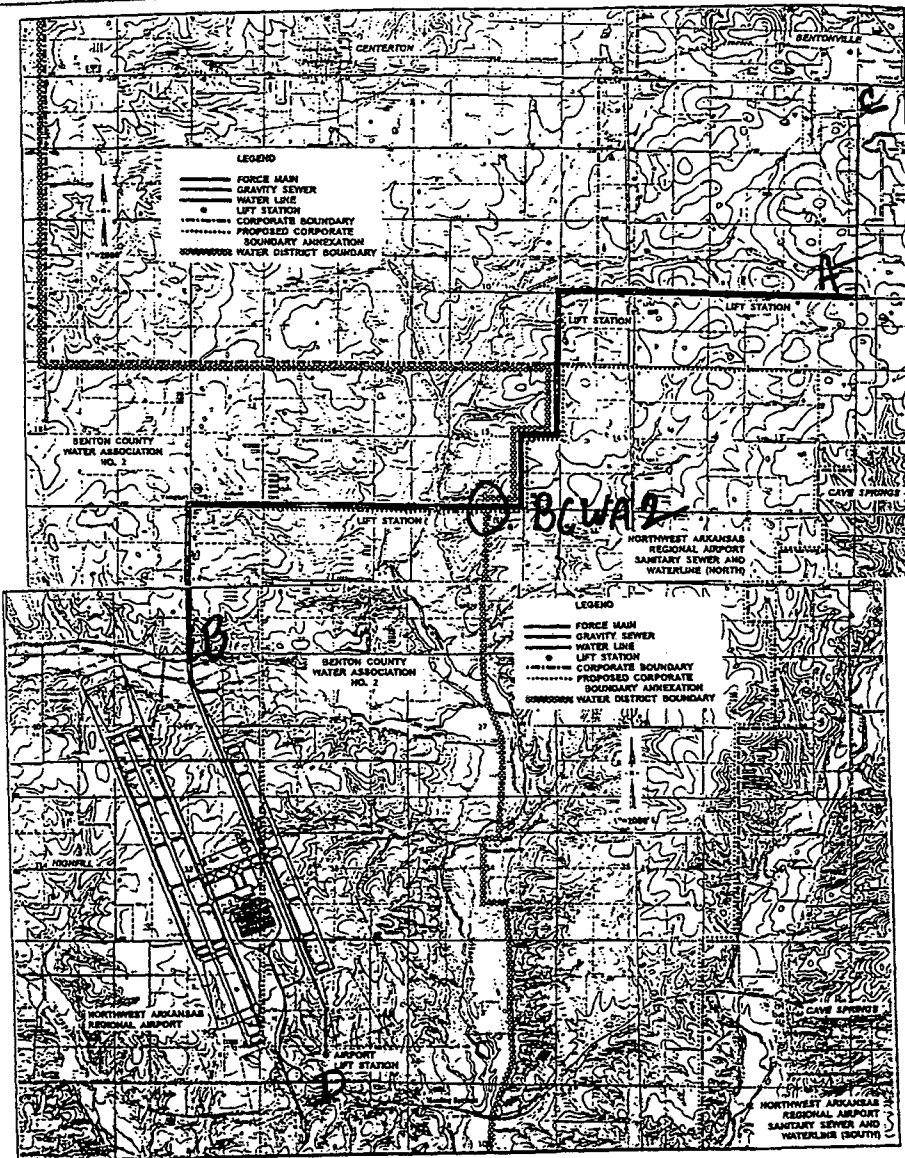
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PERMISSION AND THAT  
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*[Signature]*  
ANNMS R.L.S #849

EMOUSLY RECORDED  
ICE, SEPT. 1994,  
ENTATION NOT

Exhibit C



## AMENDMENT TO WATER AND SEWER CONTRACT

CITY OF BENTONVILLE/NORTHWEST ARKANSAS REGIONAL AIRPORT AUTHORITY

This Amendment to Water and Sewer Contract amends that certain Agreement made May 30, 1996 by and between the City of Bentonville ("Bentonville") and the Northwest Arkansas Regional Airport Authority ("NWARAA") ("The Agreement"). In consideration of the mutual promises and covenants contained herein the parties amend The Agreement as follows:

1. In consideration of the receipt of \$1,100,000.00 from Bentonville, NWARAA herewith transfers and assigns to Bentonville all of its cost capture and revenue sharing rights as described in paragraph 8 of The Agreement and the entire water line from the northern boundary of the NWARAA to the eastern boundary of the BCWA2 claimed area. NWARAA agrees that the \$1,100,000.00 to be paid to it by the City of Bentonville will be dedicated solely for the purpose of constructing a north access road from the terminal of the Northwest Arkansas Regional Airport to Arkansas State Highway 12 following a route and in a manner known to the parties. NWARAA agrees to utilize best efforts to complete such road construction by no later than December 31, 1998. The \$1,100,000.00 payment from Bentonville will be transferred to the accounts of NWARAA on an "as needed" basis, as determined by NWARAA and agreed to by Bentonville in order to pay for road construction invoices in a timely fashion.

Bentonville will continue to honor the previous obligation of NWARAA contained in paragraph 8c of The Agreement which permits residential customers who exist at the time of the acquisition of easements and who will utilize water only for domestic purposes to set a 5/8" meter for no proportionate share costs (such term being defined by Bentonville ordinances) along that portion of the waterline described in paragraph 8c.

2. NWARAA shall dedicate to the City of Bentonville that certain recently constructed sewer line from Bentonville to the north boundary of the airport and that certain recently constructed waterline along the same route upon execution of the Amendment.

3. Bentonville recognizes that NWARAA has and will continue to remain neutral regarding any disputes or potential disputes between BCWA2 and Bentonville regarding the claimed exclusive territory of BCWA2.

4. The parties agree that neither this contract nor any other contract by either party shall prohibit the connection of customers by Bentonville to any portion of the waterline between terminus point A and terminus point B as depicted on the attached Exhibit "C".

5. The parties agree that the \$1,100,000.00 to be paid to NWARAA by Bentonville pursuant hereto is in consideration for the transfer by NWARAA of its costs recapture and revenue sharing rights and the constructed waterline and specifically is not a "contribution" as defined in Ark. Code Ann. 14-362-122 or Ark. Code Ann. 14-362-123.

6. This writing contains the entire agreement between the parties respecting the subject matter hereof.

Executed this 27 day of January, 1999, by the City of Bentonville, Arkansas.

City of Bentonville, a Municipal Corporation by:

Terry Black Coberly  
Terry Black Coberly, Mayor

ATTEST

Louise Dixon  
City Clerk

Executed this 29 day of January, 1999, by the Northwest Arkansas Regional  
Airport Authority by:

Stan Green  
Stan Green, Chairman

ATTEST:

Art Morris  
Art Morris, Secretary

AMENDMENT 2 TO THE  
WATER AND SEWER CONTRACT  
BY AND BETWEEN  
THE CITY OF BENTONVILLE ("CITY") AND THE NORTHWEST  
ARKANSAS REGIONAL AIRPORT AUTHORITY ("AUTHORITY")

Revision 7 5/23/2000

This amendment to the existing Water and Sewer Contract hereby amends Section 17.b Prohibition of Interconnection as follows:

NWARAA agrees that it will not allow water or sewer lines serving sites outside the property of NWARAA to be connected to water and sewer lines on NWARAA property as presently constituted or as constituted in the future, unless the NWARAA and the City of Bentonville approve an amendment to the contract specifically authorizing the interconnection.

All other provisions of Section 17.b remain in full force and effect.

*Section 2.*

This amendment to the existing Water and Sewer Contract adds Section 21 to the contract. All portions of the existing contract which are materially altered or amended by Section 21 will be referenced in this section. All other provisions remain in full force and effect.

21. AGREEMENT FOR OFF-SITE CONNECTION

a. GENERAL

Lift Station #6 as shown on Attachment 1 is owned and operated by the NWARAA for the purpose of delivering wastewater generated by the Airport to the City of Bentonville collection system for transport to an approved wastewater treatment facility.

Lift Station #6 receives flow from on-site Lift Station #1 as shown on Attachment 1. Under normal operating conditions the flow rate currently generated by Lift Station #1 is 400 gallons per minute (GPM). Under normal operating conditions Lift Station #6 currently generates a flow rate of 450 GPM. The lines used for transportation of the wastewater have a capacity of 800 GPM.

The NWARAA and Bentonville agree that pumping capacity exists at Lift Station #6 that is not currently utilized by the Airport and related activities.

The NWARAA agrees that this portion of the unused capacity of Lift Station #6 will temporarily be made available for off-site use in conjunction with development north and adjacent to the existing NWARAA site. See Attachment 1 – off-site.

b. 450 GPM ALLOTMENT

Bentonville and NWARAA agree that the allowance for off-site use in no way compromises the Authority's allotment of capacity which is now 450 GPM. At such time that the combined flow from the NWARAA site and the off-site connection is deemed to exceed the capacity of Lift Station #6 Bentonville will, at its expense, make available to NWARAA the necessary additional capacity up to the original capacity of 450 GPM.

Upon notification by NWARAA, Bentonville will provide the capacity required by NWARAA within 9 months of such notification.

c. ADDITIONAL LINE CAPACITY

The parties agree that the NWARAA may elect to pay the cost of upgrading the existing on-site and off-site lift stations to accommodate flow from the NWARAA in excess of 450 GPM. If the NWARAA elects to make those upgrades, NWARAA will receive all of the additional system capacity created by the improvements.

d. OWNERSHIP

The ownership of Lift Station #6 is currently held by the NWARAA and maintenance of Lift Station #6 is accomplished and is the responsibility of the NWARAA.

Ownership of Lift Station #6 will continue to be held by the NWARAA and maintenance of the Lift Station will be addressed in a separate agreement.

A portion of the power costs of operating Lift Station #6 be will borne by Bentonville in direct relationship to the amount of pumped wastewater volume generated by and billed to off-site entities.

Connecting pipelines from the off-site development will be installed upon property of the Authority.

The pipelines will be installed in accordance with Bentonville specifications and as approved by the Arkansas Health Department at



locations generally described on Exhibit 1 or along a route to be designated during the design of the connection(s) and mutually agreed upon by Bentonville and the NWARAA.

NWARAA will provide a Utility Easement(s) of sufficient width to allow for maintenance of the connecting pipeline(s) by City of Bentonville forces.

e. **SOVEREIGNTY**

This contract amendment is agreed by and between Bentonville and NWARAA and shall not constitute grounds for claims of one party against the sovereignty of the other party. The parties agree that this contract amendment shall not constitute grounds for annexation or de-annexation of any property to be provided sewer service as a result of this agreement.

f. **METERING & BILLING**

NWARAA is billed for wastewater usage by Bentonville as a wholesale (bulk) customer and the bill for wastewater usage is computed independently of water usage. In the eventuality that additional customers are interconnected to Lift Station #6 those connecting customers would be uniquely identified and billed based on water usage. The amount billed to NWARAA will be that amount of sewer volume delivered by Lift Station #6 above the amount of the combined water usage of the connecting customers.

Executed this 3rd day of July, 2000, by the City of  
Bentonville, Arkansas:

City of Bentonville, a Municipal Corporation by:

Terry Black Coberly  
Terry Black Coberly, Mayor

ATTEST:

Suzanne Grider  
City Clerk/Suzanne Grider

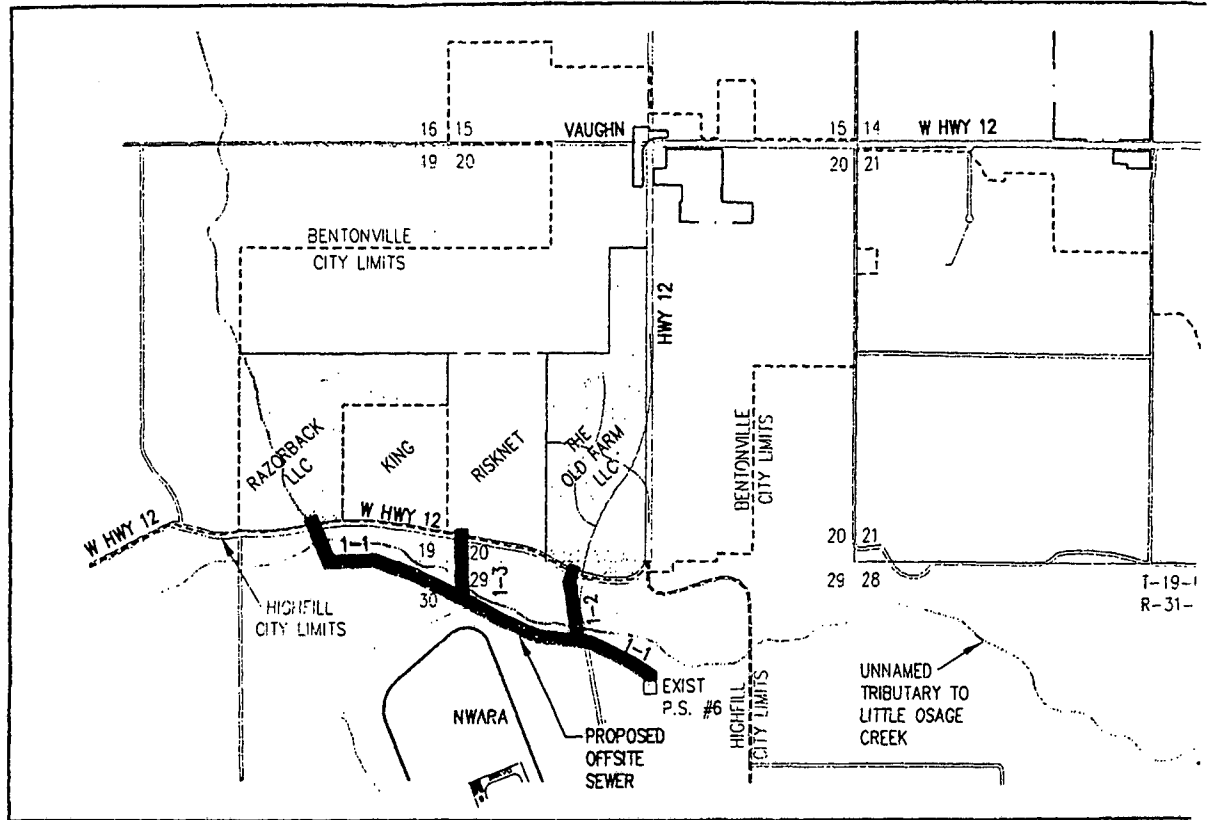
Executed this 4<sup>th</sup> day of August, 2000, by the Northwest  
Arkansas Regional Airport Authority by;

Northwest Arkansas Regional Airport Authority, by:

Stan Green  
Stan Green, Chairman

ATTEST:

Art Morris  
Art Morris, Secretary



VICINITY MAP  
NTS



EXHIBIT 1

**CITY OF BENTONVILLE  
FEE SCHEDULE**

Listed below are the basic fees for work that might be involved in completing your job. Depending on the nature of work involved with your job, other charges in addition to these basic fees may be necessary.

IT IS IMPORTANT THAT YOU CONTACT THE SECRETARY AT THE BUILDING INSPECTORS OFFICE, 117 WEST CENTRAL OR THE WATER/SEWER DEPARTMENT SECRETARY, 501 SE 3RD TO DETERMINE IF YOU OWE ADDITIONAL FEES PRIOR TO THE INITIATION OF WORK ASSOCIATED WITH UTILITY SERVICES AND/OR PERMANENT CONNECTION TO UTILITY SERVICES.

**FAILURE TO MAKE ARRANGEMENTS FOR FEES MAY RESULT IN DELAYS!**

<b>UTILITY METER DEPOSITS</b>		
Residential-Electric/Water/Sewer/Solid Waste		\$ 100.00
Residential-Water Only		50.00
Commercial-Electric/Water/Sewer/Solid Waste		200.00
Large Power-Electric		500.00
<b>SEWER TIE ON</b>		
Residential	Per Dwelling	125.00
Commercial	Per unit	125.00
Industrial (by water size)	5/8" meter	250.00
	1" meter	250.00
	2" meter	500.00
	4" meter	700.00
	6" meter	700.00
<b>SEWER TAP</b>	<b>4" X 6"</b>	<b>\$ 75.00</b>
<b>WATER TAP</b>		
5/8" Single Service		\$ 350.00
1" Service		400.00
5/8" Double Service		450.00
2" Service		1,000.00
4" TAP ONLY		\$ 175.00
6" TAP ONLY		350.00
8" TAP ONLY		500.00
12" TAP ONLY		600.00
<b>ROAD BORE</b>		<b>\$ 200.00</b>
<b>STREET CUTS (Street Department)</b>		
0 TO 1/4		\$ 125.00
1/4 TO 1/2		200.00
1/2 TO 3/4		300.00
3/4 TO FULL		400.00
<b>STREET CUTS (Water Dept)</b>	<b>ADDITIONAL FOR BOND JOBS</b>	
0 TO 1/4		\$ 75.00
1/4 TO 1/2		75.00
1/2 TO 3/4		100.00
3/4 TO FULL		100.00

**PHONE INFORMATION**

To inquire about a water or electric deposit.  
To inquire about a utility bill.  
To have a water meter set.  
To discontinue water or electric service.

**271-3100**

Water service for new construction.  
To report a water leak.  
To report sewer problems.  
New or upgrade of sewer service.  
Irrigation meter.

**271-3140**

Drainage problems.  
Street repairs.  
Right-of-way clearing.

**271-3130**

Electric service for new construction.  
Electrical problems.  
Street light repairs.  
Rent light installation and repairs  
Removal of tree limbs in power lines

**271-3135**

After regular business hours call the Fire Department for emergency: water leaks, sewer problems, electrical outages, utility shut-off reconnections , etc.

**271-3151**

**UTILITY DEPOSITS**

**271-3100**

For all residential dwelling units:

Electric/Water/Sewer/Solid Waste \$100  
Electric Only 50  
Water, Sewer Only 50  
Solid Waste 10  
Irrigation Water 50

Small commercial:

Electric, Water/Sewer and Solid Waste \$200  
Electric 125  
Water/Sewer 50  
Solid Waste 10

Large Power:

Electric \$500

**WATER SERVICE FEES FOR NEW CONSTRUCTION**

**271-3140**

Materials supplied by city:

5/8" service \$ 350  
1" service 400  
Double - 5/8" service 450  
2" service 1,000

Material supplied by contractor:

4" tap \$ 175  
6" tap 350  
8" tap 500  
12" tap 600

**SEWER TAPS**

4" Sewer tap - For each individual service. \$75

**SEWER TIE ON FEES**

271-3140

Residential: \$125 per dwelling, this includes single dwelling homes, apartments, and all multi-dwellings.

Commercial: \$125 per unit, this includes malls and multi-unit business facilities.

Industrial: Determined by water meter size per building.

5/8"	\$ 250
1"	250
2"	500
4"	700
6"	700

**STREET CUTS**

0 - 1/4	\$ 125
1/4 - 1/2	200
1/2 - 3/4	300
3/4 - FULL	400

Additional street cut fees for water services:

0 - 1/4	\$ 75
1/4 - 1/2	75
1/2 - 3/4	100
3/4 - FULL	100

Road Bore: \$ 200

**Unrepaired Water Leaks  
Can Be Costly**

Water Loss in Gallons		
Leak this Size	Loss per Day	Loss per Month
•	120	3,600
•	380	10,800
•	693	20,790
•	1,200	36,000
•	1,820	57,600
•	3,098	92,880
•	4,296	128,880
•	6,640	199,200
•	8,984	269,820
•	8,424	252,720
•	9,888	296,640
•	11,324	339,720
•	12,720	381,600
•	14,952	448,560

The Bentonville Water Utilities Department goes to great lengths to protect this community's water supply. In order to keep this system safe and available for everyone's use, we ask that all citizens help us by reporting suspected leaks, asking questions or sharing ideas with our office. We are always eager to have the customers input regarding your water utility needs.

**ELECTRIC**

271-3135

Rates for residential customers for domestic uses.

Winter - November through April

Facilities Charge	\$ 5.25	per month
First 200 kWh used per month	7.7	per kWh
Next 200 kWh used per month	5.3	per kWh
Over 800 kWh used per month	4.7	per kWh

Summer - May through October

Facilities Charge	\$ 5.25	per month
First 200 kWh used per month	7.7	per kWh
Next 600 kWh used per month	5.3	per kWh
Over 800 kWh used per month	5.1	per kWh

Minimum Monthly Charge

The amount calculated at the above rate is subject to increase or decrease under the provisions of the Power Cost Adjustment Rider, Schedule "PA-82".

Mercury Vapor Lamp

175 watt	\$ 5.11	per month
400 watt	10.11	per month

Halide Lamp

400 watt	\$11.18	per month
1000 watt	25.00	per month

**WATER RATES**

271-3100

Monthly Service Rates

5/8"	\$ 6.00
1"	15.00
2"	70.00
4"	300.00

Inside City Usage Rate

First 100,000 gals @ \$2.75 per 1000 gal = \$ 275
Next 400,000 gals @ \$2.76 per 1000 gal = \$1068
Next 500,000 gals @ \$2.52 per 1000 gal = \$1260
Over 1,000,000 gals @ \$2.42 per 1000 gal = \$2420

**WASTEWATER RATES**

Monthly Service Rates for Wastewater \$7.00

Wastewater Usage Rate:

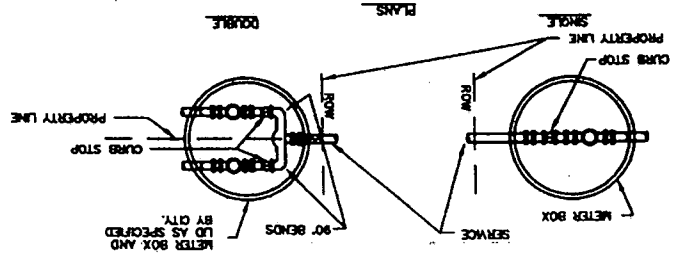
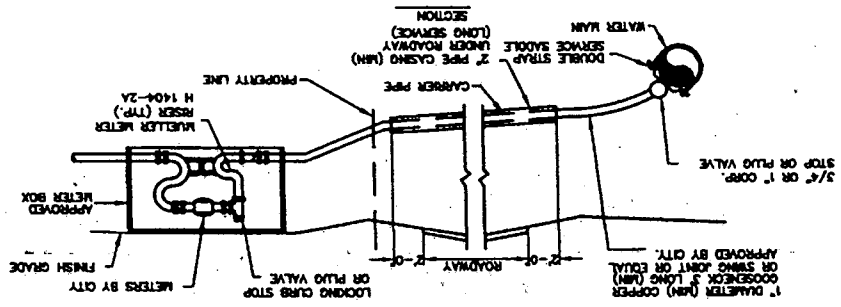
First 100,000 Gallons @ \$2.42 per 1,000 gal
Over 100,000 Gallons @ \$2.43 per 1,000 gal

Prices subject to change.

owpo7-95

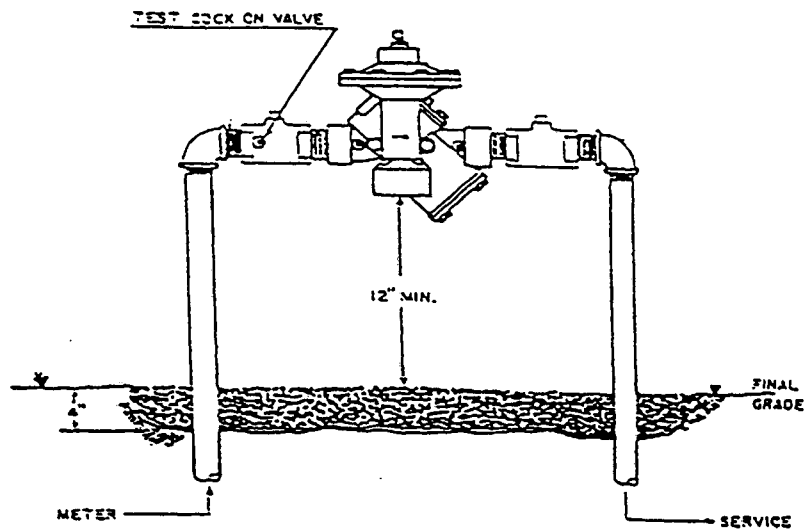
# WATER METER INSTALLATION

- NOTES
1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE ON 18" CENTERS (MIN).
  2. SERVICE PIPE SHALL BE 1" MINIMUM.
  3. IF METERS AND BOXES ARE NOT SET AT THE TIME OF WATER MAIN CONSTRUCTION, A GREEN LOCATOR AS LISTED BY AUTOMATIC PRODUCTS IS TO BE LOCATED OVER EACH SERVICE AS REQUIRED BY THE CITY.
  4. SHORT SERVICES REQUIRE 18" MIN COVER. LONG SERVICES REQUIRE 24" MIN COVER (ROADWAYS).



# INSTALLATION

## DOUBLE CHECK OR REDUCED PRESSURE BACKFLOW PREVENTER

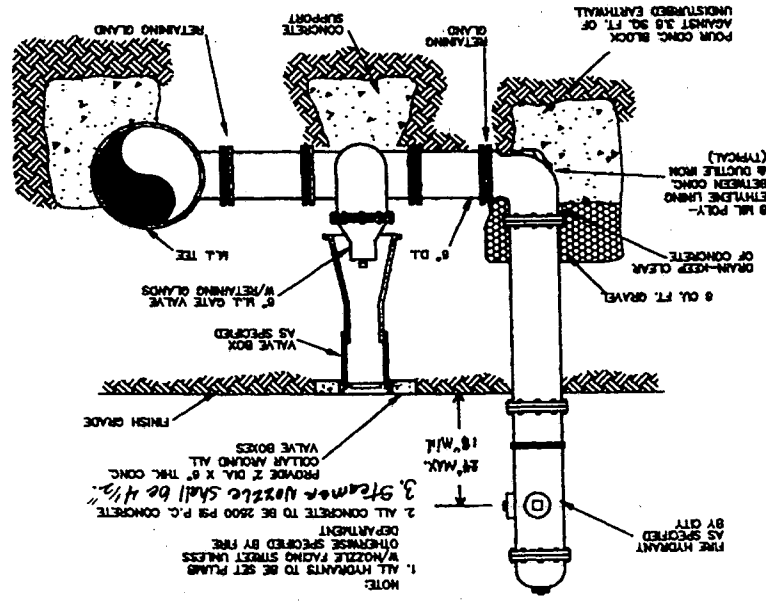


### GENERAL NOTES:

- A. The ven of the relief valve on the RP should be intalled between 12° and 30° above the ground or high water mark, with a minimum of 24" on all sides.
- B. It should be situated so the discharge of water form the relief valve does not create an aesthetic problem.
- C. It is essential that the air inlet port not be blocked or flooded. (Discharges of water from the assembly should not cause the port to become flooded).
- D. The RP should **not** be installed in pits.
- E. Should be installed horizontal with the relief valve pointed downward so that it can drain easily.



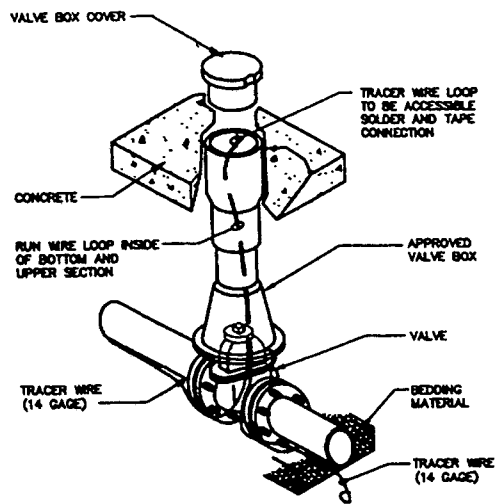
**FIRE HYDRANT ASSEMBLY**



NOTE:  
 1. ALL HYDRANTS TO BE SET PLUMB & NOZZLE FACING STREET UNLESS OTHERWISE SPECIFIED BY FIRE DEPARTMENT.  
 2. ALL CONCRETE TO BE 2800 PSI P.C. CONCRETE.  
 3. STEAMER NOZZLE SHALL BE 4 1/2" PROPOSED 2" DIA. & 6" THK. CONC. VALVE BOXES COLLAR AROUND ALL PROPOSED 2" DIA. & 6" THK. CONC. VALVE BOXES.

Hydrant placement shall be 10ft. MAXIMUM Behind curb or fire lane, NO-CONFLICTING with side walk.

Place Here Letters w/ Large Letters



**TRACER WIRE INSTALLATION  
FOR NON FERROUS PIPE** 300

N.T.S.

sizes include; American Darling, Clow, Kennedy, Mueller or equal. Gate valves shall be mounted horizontally in valve vault and not exposed to wastewater.

P7.3 PLUG VALVES:

Plug valves are an acceptable means for isolation and shall be Dezurik Series 100 or equal, flanged.

P8 LIFTING HOIST:

All stations incorporating pumping units which weigh more than 100 lbs. may be required to provide a lifting hoist at the Wastewater Superintendent's request. Hoist shall be manual type mounted on the wet well structure and have a rated capacity 1.5 times the weight of any object to be removed.

P9 FLOAT CONTROLS:

Provide float switch control system incorporating a hermetically sealed liquid level indicator as a level sensing and signal control device for automatic control of lift station. System shall monitor and control wet well level at each station as follows:

- SWITCH 1 - High Level Alarm
- SWITCH 2 - Energize Lag Pump
- SWITCH 3 - Energize Lead Pump
- SWITCH 4 - All Stop

Contingent upon wet well level, float system shall cause indicator/controller to energize appropriate control contacts.

**AMENDMENT TO WATER AND SEWER CONTRACT**

**CITY OF BENTONVILLE/NORTHWEST ARKANSAS REGIONAL AIRPORT AUTHORITY**

This Amendment to Water and Sewer Contract amends that certain Agreement made May 30, 1996 by and between the City of Bentonville ("Bentonville") and the Northwest Arkansas Regional Airport Authority ("NWARAA") ("The Agreement"). In consideration of the mutual promises and covenants mentioned herein, the parties intend "The Amendment" as follows:

Executed this 29 day of January, 1999, by the City of Bentonville, Arkansas.

City of Bentonville, a Municipal Corporation by:

Terry Black Cokerly  
Terry Black Cokerly, Mayor

ATTEST:

Louise Dixon  
City Clerk

Executed this 29 day of January, 1999, by the Northwest Arkansas Regional  
Airport Authority by:

Stan Green  
Stan Green, Chairman

ATTEST:

Art Morris  
Art Morris, Secretary

RESOLUTION NO. 9-8-98A

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A CONTRACT WITH THE CITY OF CENTERTON TO PROVIDE TREATMENT FOR CENTERTON'S WASTEWATER AND TO EXECUTE ALL DOCUMENTS INCIDENT TO AND NECESSARY FOR SAID CONTRACT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

**Section 1.** That the Mayor and Clerk be and are hereby authorized to enter into a Contract with the City of Centerton for providing treatment for Centerton's wastewater as attached hereto as Exhibit "A", and to execute all documents incident to and necessary for said contract.

**Section 2.** That this Resolution shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF Sept., 1998.

APPROVED:

Larry B. Coker  
MAYOR

ATTEST

Louise Duong  
CLERK

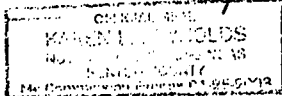
# CERTIFICATE OF PUBLICATION

I, Diane Neeko,  
solemnly swear I am a Classified Representative for Community Publishers, Inc., and I do solemnly swear that the annexed advertisement was published in \_\_\_\_\_ issue(s) of the:

- Benton County Daily Record  
(a daily newspaper)
  - Rogers Hometown News  
(a weekly newspaper)
  - Northwest Arkansas Times  
(a daily newspaper)
  - Internet (daily)
- of general and bona fide circulation in Benton County, Arkansas.

1st publication 11 day of Sept. 19 98  
2nd publication \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_  
3rd publication \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_  
4th publication \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_  
Charges \$ 35.00 Ad # 06515975  
Signed: Diane Neeko

Sworn to and subscribed before me this  
11 day of September 19 98.



Karen L. Fields  
Signature — Notary Public

RESOLUTION NO. 98-98A

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A CONTRACT WITH THE CITY OF CENTERTON TO PROVIDE TREATMENT FOR CENTERTON'S WASTEWATER AND TO EXECUTE ALL DOCUMENTS INCIDENT TO AND NECESSARY FOR SAID CONTRACT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1. That the Mayor and Clerk be and are hereby authorized to enter into a Contract with the City of Centerton for providing treatment for Centerton's wastewater as attached hereto as Exhibit "A", and to execute all documents incident to and necessary for said contract.

Section 2. That this Resolution shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED THIS 8TH DAY OF SEPTEMBER, 1998.

APPROVED:  
Terry B. Coberly  
MAYOR

ATTEST:  
Louise Dixon  
CLERK

September 11, 1998

CONTRACT

THIS AGREEMENT, made and entered into this 8th day of Sept. 1998, by and between the CITY OF BENTONVILLE, ARKANSAS, hereinafter referred to as "Bentonville," and the CITY OF CENTERTON, ARKANSAS, hereinafter referred to as "Centerton," witnesseth that:

WHEREAS, Bentonville in its governmental capacity owns and operates its own wastewater collection and treatment systems; and

WHEREAS, in order to maintain the health and well-being of the residents of Centerton, it is imperative that a wastewater collection and treatment system be provided; and

WHEREAS, it has been determined that the best and most feasible treatment for Centerton's wastewater can be provided by Bentonville's wastewater treatment facilities; and

WHEREAS, in order to provide for current and future needs of Centerton and the needs of the citizens of Bentonville, it is anticipated that additional facilities will be constructed by Bentonville; and

WHEREAS, Centerton is willing to make a commitment to use the Bentonville Wastewater Treatment Works as the source of treatment of wastewater for the life of this Contract; and

WHEREAS, that commitment will allow Bentonville to plan for and expand the capacity of its wastewater collection; pumping, and treatment works in order to provide for the needs of Centerton; and



WHEREAS, Arkansas law specifically authorizes cities to provide sewer service outside their corporate limits where the demand for such service is sufficient to produce revenues that will cover the cost of such service; and

WHEREAS, Centerton desires to contract with Bentonville to provide treatment for the wastewater from Centerton;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and other valuable considerations, the receipt of which is hereby acknowledged by Bentonville and Centerton, hereby agree as follows:

Section I: Bentonville agrees to provide treatment for Centerton's wastewater, and Centerton agrees to utilize this service under the following terms and conditions:

- A. Centerton will construct and maintain all facilities required to deliver wastewater from Centerton to Bentonville's wastewater collection and treatment system. Centerton shall be responsible for meeting all requirements set forth by the Arkansas Department of Health, the Arkansas Department of Pollution Control and Ecology, and the Environmental Protection Agency.
- B. Bentonville agrees to accept Centerton's wastewater into the Bentonville Collection System and treat Centerton's wastewater at an instantaneous peak rate of flow of 1,200 gallons per minute.
- C. Centerton further covenants and agrees that it will not accept wastewater from outside Centerton's city limits without the written consent of Bentonville.
- D. Centerton will furnish and install an accurate metering device (hereinafter referred to as "meter") acceptable to Bentonville for the purpose of measuring in gallons the amount of wastewater delivered to

the existing point of force main discharge. Centerton shall provide for access to the meter by Bentonville. The meter shall be read by Bentonville once each month, and a bill shall be rendered for wastewater received in accordance with the schedule of rates attached hereto.

- E. Rates charged to Centerton under this agreement for treatment of wastewater shall be the same rates charged to wholesale customers of Bentonville as subject to amendment from time to time, including application of any volume use discount rate schedules, except that the minimum monthly billing through the term of the contract shall be \$3,250.00. The minimum monthly billing may be reduced based on actual usage, provided the average monthly billing for the previous 12 months is in excess of \$3,250.00. Said rates shall be approved by the Arkansas Department of Pollution Control and Ecology.
- F. Centerton agrees to pay to Bentonville on or before the 15<sup>th</sup> day of each month for all wastewater received during the preceding calendar month. The amount due will be shown by a statement to be properly rendered by Bentonville to Centerton each month.
- G. The meter shall be read by Bentonville once each month and a statement rendered in accordance with established procedures. Net bill is due and payable from the 1<sup>st</sup> to 15<sup>th</sup> day of each month. After the 15<sup>th</sup> day of each month a ten percent (10%) late penalty will be added to the bill to help defray the cost of handling and processing. If the bill is not paid by the 23<sup>rd</sup> day of said month, Centerton will be subject to an additional 25% late penalty. All costs and fees which

may be accrued for collection of said bill shall be paid by Centerton to Bentonville.

- H. Centerton may have its representatives read the wastewater meter at the time of regular reading if so desired, or Bentonville may request that the meter be checked or re-read if there seems to be an irregularity in the normal reading. If, however, the meter is removed for test at the request of Bentonville and is found to be within the tolerances for accuracy, Bentonville shall bear all costs for removal and testing connected therewith. If the meter is found to be inaccurate, no charge shall be made for testing and adjustments for overcharge shall be made by mathematically obtaining the daily average usage for the three (3) preceding months and applying that daily average to the days during which the abnormality occurred.
- I. Centerton covenants and agrees that, in the event of non-registration by the meter, Bentonville may render an average bill to Centerton for that portion of the month in which the non-registration occurred. The average bill shall be determined by mathematically obtaining the daily average usage for the three (3) preceding months and applying that daily average to the days during which the abnormality occurred.
- J. Centerton agrees that it shall assume all responsibility for inflow and infiltration, and/or overflows and bypasses of wastewater, resulting from defects in its collection system. Centerton agrees to regulate the discharge of nondomestic wastewater to Bentonville by the passage of a sewer use ordinance. The provisions of the sewer use ordinance shall comply with the rules and regulations of the City of

Bentonville, the U. S. Environmental Protection Agency, the Arkansas Department of Health, and the Arkansas Department of Pollution Control and Ecology governing sewer operations and usage which may now exist or may hereinafter be promulgated.

Centeron agrees to provide access for Bentonville to identify, inspect, regulate or refuse any wastewater discharge from Centeron which is not in compliance under the provisions of the Bentonville sewer use ordinance.

K. Centeron agrees to implement a sewer user charge system in compliance with EPA user charge regulations as set out in 40 CFR Part 35 Subpart E, dated February 15, 1978, as amended, and said user charge system shall be in one or more municipal legislative enactments by Centeron.

Section II: This contract covers wastewater acceptance and treatment. The terms of this contract shall be twenty (20) years. Centeron may elect to terminate said contract at the end of the tenth (10<sup>th</sup>) year by giving notice to Bentonville of intent to so terminate at least one year prior to the date of termination. If Centeron elects to so terminate, Centeron shall pay to Bentonville on the date of termination \$39,000.00 for each year remaining on the contract.

The parties covenant and agree that each party shall have the right to liquidated damages upon breach of this contract by the other party resulting in termination of use of wastewater treatment services prior to the tenth (10<sup>th</sup>) year. The liquidated damages shall be equal to the value the projected revenue, anticipated from wastewater usage expected to be discharged to Bentonville under its terms through the remainder of the contract through the tenth (10<sup>th</sup>) year, plus \$39,000.00 per year the remainder of the term of the

contract. The projected revenue shall be calculated by using the average monthly usage for the twelve months prior to termination and applying the current rates to that average monthly usage for the remaining months (or years) of the contract through the tenth (10<sup>th</sup>) year.

Section III: Centerton covenants and agrees that it will defend and hold harmless against and indemnify said City of Bentonville, Arkansas, for any judgment which might be obtained against it by reason of any alleged negligent act or omission on the part of Centerton, its agents or employees, in the operation, maintenance, and construction of Centerton's sewerage collection facilities. The parties mutually covenant and agree that they will indemnify the other for any costs and attorneys' fees expended by said entities in separate defense of any litigation arising from alleged negligent acts or omissions by the other or its agents or employees under the terms of this agreement.

Section IV: Any provisions of any previous contracts between the parties, especially as contained in the prior contract dated August 16, 1993, which are inconsistent with or contrary to the provisions contained in this contract, are superceded by this Contract.

Section V: This contract shall be binding upon the parties hereto, their successors, or assigns. In the event of any occurrence rendering either party incapable of performing under this contract, any successor whether by result of legal process, assignment or otherwise, shall succeed to the rights of such party under this contract.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Bentonville, Arkansas, by authority of a resolution adopted by the City Council of the City of Bentonville, and the Mayor and City Recorder of the City of Centerton, Arkansas, by authority of a resolution adopted by the City Council of the City of Centerton, have hereto

set their hands and caused their corporate seals to be hereunto affixed, all on this

5th day of Sept., 1998.

CITY OF BENTONVILLE, ARKANSAS  
A Municipal Corporation

ATTEST:

Louis Dixon  
City Clerk

Terry B. Coberly  
Terry B. Coberly, Mayor

CITY OF CENTERTON, ARKANSAS  
A Municipal Corporation

ATTEST:

Bobbie Griffith  
City Recorder

Sherman Kinyon  
Sherman Kinyon, Mayor

RESOLUTION NO. 8-24-99D

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH THE NORTHWEST ARKANSAS REGIONAL AIRPORT ESTABLISHING PROCEDURES FOR THE PERMITTING OF INDUSTRIAL USERS OF THE CITY OF BENTONVILLE'S WASTEWATER TREATMENT PLANT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

**Section 1.** That the Mayor and Clerk be and hereby are authorized to enter into an agreement with the Northwest Arkansas Regional Airport setting forth procedures for the permitting of industrial users of the City's Wastewater Treatment Plant, as attached hereto as Exhibit "A" to this Resolution.

**Section 2.** This Resolution shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED THIS 24<sup>th</sup> DAY OF AUGUST, 1999.

APPROVED:

  
MAYOR

ATTEST:

  
CITY CLERK

5

**EXTRAJURISDICTIONAL PRETREATMENT CONTRACT**

This Contract is entered into by and between the City of Bentonville, Arkansas ("Bentonville") and the Northwest Arkansas Regional Airport Authority ("NWARAA"). In consideration of the mutual promises and covenants contained herein the parties agree as follows:

**RECITALS:**

Bentonville is an Arkansas city of the first class. In its governmental capacity it has developed and implemented an industrial pretreatment program to protect its wastewater treatment plant, the waters of the United States, and the public health, safety, and welfare.

NWARAA is an Arkansas public corporation which operates the Northwest Arkansas Regional Airport ("Airport"). NWARAA may lease property in the future to individual corporations, some or all who may conduct industrial activity which would be regulated by Federal Categorical standards, Federal standards and requirements delegated to the Arkansas Department of Environmental Quality ("ADEQ") by the United States Environmental Protection Agency ("EPA"), and the City of Bentonville's industrial pretreatment program.

The parties therefore reach the agreements contained herein.

**A. Permitting of Industrial Users**

1. Bentonville will deal directly with industrial users located at the airport to determine if they are significant industrial users (SIUs). Industrial users who are identified as SIUs will be required to apply for an industrial wastewater discharge permit.
2. To enable Bentonville to effectively identify industrial users, NWARAA agrees to ensure that written notification to Bentonville's pretreatment division is a provision of all lease agreements with individual companies. Bentonville will provide notification forms to NWARAA for this purpose. Once a lease agreement has been made between NWARAA and a company, the company will be required to comply with all applicable federal, state, and local standards and requirements.



**B. Accidental Spill Prevention**

1. Airport employees shall implement procedures to prevent chemical spills from being discharged into the sanitary sewer. Such procedures include, but are not limited to, inspection and maintenance storage areas, proper handling and transfer of materials, adequate loading and unloading operations, worker training, building of containment structures or equipment, and/or measures and equipment for emergency response.
2. If a chemical spill results in discharge into the sanitary sewer, the airport shall immediately notify Bentonville's wastewater treatment plant of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the industrial user.
3. Within five (5) days following an accidental discharge, the user shall submit to Bentonville' Pretreatment Coordinator a detailed written report describing the nature and cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to Bentonville's wastewater treatment plant and/or collection system, the environment, or any other damage to persons or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed by Ordinance # 95-90 (Bentonville' Pretreatment Ordinance) or other applicable laws.

**C. Stormwater Management**

1. NWARAA agrees to discharge polluted stormwater to Bentonville's wastewater collection system only after it has been determined that discharge into authorized receiving waters is not allowed under the provisions of NWARAA's general storm water permit.
2. Airport personnel must receive approval from either Bentonville's Pretreatment Coordinator or the Wastewater Plant Manager prior to pumping polluted stormwater to Bentonville's wastewater collection system. Approval will be based on stormwater analysis submitted to Bentonville. If approval is granted, polluted stormwater will be discharged at a flow rate and/or volume that will not have a negative impact on the operation of Bentonville's wastewater treatment plant. Bentonville may require airport personnel to run additional analysis at any time during the period that polluted stormwater is being pumped to Bentonville's wastewater collection system.

# CERTIFICATE OF PUBLICATION

I, Diane Depto,  
solemnly swear I am a Classified Representative for Community Publishers, Inc., and I do solemnly swear that the annexed advertisement was published in \_\_\_\_\_ issue(s) of the:

- Benton County Daily Record  
(a daily newspaper)  
 Rogers Hometown News  
(a weekly newspaper)  
 Northwest Arkansas Times  
(a daily newspaper)  
 Internet (daily)  
of general and bona fide circulation in  
Benton County, Arkansas.

1st publication 3 day of Sept., 1999

2nd publication \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

3rd publication \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

4th publication \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Charges \$ 206.55, Ad # 06523452

Signed: Diane Depto

Sworn to and subscribed before me this

3 day of September, 1999

OFFICIAL SEAL  
KAREN L. REYNOLDS  
NOTARY PUBLIC - ARKANSAS  
BENTON COUNTY  
My Commission Expires 01-25-2003

Karen L. Reynolds  
Signature — Notary Public

## RESOLUTION NO. 9-24-99D

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH THE NORTHWEST ARKANSAS REGIONAL AIRPORT ESTABLISHING PROCEDURES FOR THE PERMITTING OF INDUSTRIAL USERS OF THE CITY OF BENTONVILLE'S WASTEWATER TREATMENT PLANT.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1. That the Mayor and Clerk be and hereby are authorized to enter into an agreement with the Northwest Arkansas Regional Airport setting forth procedures for the permitting of industrial users of the City's Wastewater Treatment Plant, as attached hereto as Exhibit "A" to this Resolution.

Section 2. This Resolution shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED THIS 24th DAY OF AUGUST, 1999.

APPROVED:  
Terry Colwell,  
Mayor

ATTEST:  
Suzanne Orlow,  
City Clerk

### EXTRAJURISDICTIONAL PRETREATMENT CONTRACT

This contract is entered into by and between the City of Bentonville, Arkansas ("Bentonville") and the Northwest Arkansas Regional Airport Authority (NWARAA). In consideration of the mutual promises and covenants contained herein the parties agree as follows:

#### RECITALS:

Bentonville is an Arkansas city of the first class, in its governmental capacity it has developed and implemented an industrial pretreatment program to protect its wastewater treatment plant, the interests of the United States, and the public health, safety, and welfare.

NWARAA is an Arkansas public corporation which operates the Northwest Arkansas Regional Airport ("Airport"). NWARAA may lease property in the future to industrial operations, some of which may conduct industrial activity which would be regulated by Federal Categorical Standards and requirements delegated to the Arkansas Department of Environmental Quality ("ADEQ") by the United States Environmental Protection Agency (EPA), and the City of Bentonville's industrial pretreatment program.

The parties therefore reach the agreement contained herein.

#### A. Permitting of Industrial Users

1. Bentonville will deal directly with industrial users located at the Airport to determine if they are significant industrial users (SIUs). Industrial users who are identified as SIUs will be required to apply for an industrial wastewater discharge permit.

2. To enable Bentonville to effectively identify industrial users, NWARAA agrees to ensure that written notification to Bentonville's pretreatment division is a provision of all lease agreements with individual companies. Bentonville will provide notification forms to NWARAA for this purpose. Once a lease agreement has been made between NWARAA and a company, the company will be required to comply with all applicable federal, state, and local standards and regulations.

#### B. Accidental Spill Prevention

1. Airport employees shall implement procedures to prevent chemical spills from being discharged into the sanitary sewer. Such procedures include, but are not limited to, inspection and maintenance storage areas, proper handling and transfer of materials, adequate loading and unloading operations, worker training, building of containment structures or equipment, and other measures and equipment for emergency response.

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September 3, 1999

**WATER AND SEWER CONTRACT  
BY AND BETWEEN  
THE CITY OF BENTONVILLE  
AND  
THE NORTHWEST ARKANSAS REGIONAL  
AIRPORT AUTHORITY**

**TABLE OF CONTENTS**

**I-11 WATER AND SEWER CONTRACT**

**EXHIBIT**

- A BOUNDARY MAP (AIRPORT PROPERTY)**
- B LEGAL DESCRIPTION (AIRPORT PROPERTY)**
- C ROUTE AND TERMINUS MAP**
- D CITY OF BENTONVILLE WATER AND SEWER SPECIFICATIONS**
- E REFERENCED ORDINANCE SECTIONS**

Belva Plumlee  
City of Bentonville  
Wastewater Utilities M  
1901 N.E. A Stre  
Bentonville, AR 72712

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0004618964 JUL 06 2009  
MAILED FROM ZIP CODE 72701

Cindy Garner  
Water Division Enforcement Branch  
ADEQ  
5301 Northshore Drive  
North Little Rock, AR 72118-5317

-----Original Message-----

**From:** Belva Plumlee [mailto:BPlumlee@bentonvillear.com]

**Sent:** Thursday, July 02, 2009 3:31 PM

**To:** Garner, Cindy

**Cc:** Mike Bender; Fazio, John

**Subject:** AFIN 04-00154 NPDES permit AR0022403

Dear Cindy,

Attached you will find the written response to the Sanitary Sewer Overflow Inspection. The hard copy will be mailed on Monday July 6 with additional information to burdensome to send electronically.

If you have any questions let me know.

Belva Plumlee

City of Bentonville

Wastewater Utilities Manager

479 271 3160 telephone

479 427 9161 cell  
phone



# ADEQ

A R K A N S A S  
Department of Environmental Quality

August 6, 2009

Belva Plumlee, Wastewater Utility Manager  
Bentonville Wastewater Treatment Plant  
1901 N.E. A St.  
Bentonville, AR 72712

RE: NPDES Permit AR0022403, AFIN 04-00154  
**Response to Inspection**

Dear Ms. Plumlee:

ADEQ has received your response to the June 4, 2009 Sanitary Sewer Overflow Inspection of your facility by our District Field Inspector, John Fazio. Your letter appears to adequately address the discrepancies identified during the visit.

The Department will keep the inspection and response on file and will consider them as required by the Pollution Control and Ecology Commission Regulation No. 7, Civil Penalties. This regulation requires ADEQ to consider the past history of your company and how expeditiously the violations were addressed in determining any civil penalty that may be necessary for any violations.

Thank you for your attention to this matter. If we need further information, we will contact you. Should you have any questions, feel free to contact me by phone at 501-682-0632 or e-mail at [robertsa@adeq.state.ar.us](mailto:robertsa@adeq.state.ar.us). In any written correspondence to this Department, please refer to NPDES Permit AR0022403 and AFIN 04-00154.

Sincerely,



Anne Roberts  
Enforcement Analyst  
Enforcement Branch  
Water Division