ARKANSAS DEPARTMENT OF ENVIRONM NOTICE OF INTENT	-
INDIVIDUAL TREATMENT FAC NPDES GENERAL PERMIT ARG	
	Permit # ARG55)
I. PERMITTEE/OPERATOR INFORMATION	
Permittee (Legal Name): <u>Meghan Moore</u>	Operator Type:
Permittee Mailing Address: _8816 Beck Road	_ State _ Partnership
Permittee City: Little Rock	_ Federal Corporation*
Permittee State: <u>AR</u> Zip: <u>72223</u>	Sole Proprietorship/Private
Permittee Telephone Number: 318-388-6181	
Permittee Fax Number:	The legal name of the Permittee must be identical to the name listed with the
Permittee E-mail Address: <u>moore.meghan@gene.com</u>	dentieat to the name fisted with the
II. INVOICE MAILING INFORMATION (Home owners are exempt	.)
Invoice Contact Person: <u>N/A</u>	City:
Invoice Mailing Company:	State: Zip:
Invoice Mailing Address:	Telephone:
III. FACILITY INFORMATION         Facility Name:       Moore Residence         Facility Cont	act Person: Meghan Moore
	mber: 318-388-6181
	State & Zip: Little Rock, AR 72223
	ude:
Datum	
Accuracy: Method: : S	Scale: Description:
IV. DISCHARGE INFORMATION	
Outfall Number: 001	Flow: <u>450</u> gpd (Gallons per Day)
Stream Segment: <u>3C</u> Hydrologic Bas	in Code: 11110207
Outfall Latitude: <u>34.82315</u> Outfall Longitud	de:92.43344
Datum           Accuracy:            Method:	Scale: Description:
Type of Treatment: Bio Microbics Microfasst 0.5 with UV and Post Aera	ation
Receiving Stream: Arkansas River	
V. FACILITY PERMIT INFORMATION	
NPDES Individual Permit Number (If Applicable	
NPDES General Permit Number (If Applicable	
State Construction Permit Numbe NPDES General Construction Stormwater Permit Number (If Applicable	

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

#### VI. **OTHER INFORMATION:**

Operator Name:	David Meints			
Operator License Number:	009055		License Class: III	
Consultant Contact Name:	David Meints			
Consultant Email Address:	_david@meincov	vastewater.com		
Consultant Address:	PO Box 1001	City: Bryant	State: AR	Zip: <u>72089</u>
Consultant Phone Number:	501-804-0837	Consultar	nt Fax Number: <u>501-82</u>	1-4048

Has this treatment system been approved by AHD? Yes 🛛 No 🗌

## **Disclosure Statements:**

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

## VII. CERTIFICATION OF OPERATOR

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

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

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

Responsible Official Printed Name: Mega	n Moore Title: Own	er
Responsible Official Signature:	None Date: $3(1)$	9/21
Responsible Official Email: Meg	hanlm@gene.con	~
Cognizant Official Printed Name:	leints Title	Class III Operator
Cognizant Official Signature:	la. N Telephone	: 501-804-0837
Cognizant Official Email: <u>david@</u>	meincowastewater.com	

## X. PERMIT REQUIREMENT VERIFICATION

Please check the following to verify completion of permit requirements. Vec No

-	Yes	No	* If No is answered for any of the questions, then a permit can not be issued!
Submittal of Complete NOI?	$\boxtimes$		
Submittal of Required Permit Fee?		$\boxtimes$	Check Number:
Submittal of AHD Form EHP-19?	$\boxtimes$		
Submittal of Site Map?	$\boxtimes$		

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

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		<b>Department</b> o		<u>lth</u>			ſ	Receij	ot Number	469	
							L	Sineria -		4 6990 B	- 1-TE
Individual Onsite	Wastewat	ter System Permit	Appli	cation			Fee Schedule fo	or Struct	ures		V
Permit Type	E	New Installation	1				sq ft or less than 1500 sq ft and	un to 20	IND ea fi	\$ 30.00 \$ 45.00	
	G	Alteration / Rep	air				than 2000 sq ft and		••	\$ 90.00	
DR Environmental II	)#				Structu	res more	than 3000 sq ft and i	up to 40	00 sq ft	\$120.00	
7 6 0 1	0 5	5 5 4 7				res more on and R	than 4000 sq ft			\$150.00	
Part 1 Application		Continent Tune (che	i		Anerad					\$ 30.00	
STD = Standard Se	ptic Tank	eatment Type (che	ment Pla	int 🔲			Disposal Metho sorption Field	L LPD	= Low Pressur	e Distributio	n
☐ ISF = Intermittent Sa ☐ PMF = Proprietary M ☐ OTH = Other (Descr	/ledia Filter ibe)	RSF = Re-circulating     RGF = Re-circulating     HLD = Holding Tank	Gravel	Filter 🛛 🗖	SUR = Sur CPF = Cap OTH = Oth	ping Fill	•	C SRL	= Holding Tan = Serial Distric = Drip Irrigatio	ution	
1. Owner's/Applican Meghan Moore							2. Phone Numbe (318) 388-618				
3. Mailing Address	******				<u></u>		4. County				
5. Address of Propo	sed System	Rock, AR 72212 (If a 911 address is n	ot availa	able, attach	h detailed	directio	Pulaski ns or map)			·	·····
Beck Road, Litt	le Rock, AF	२									
6. Subdivision Name Hudson's Subd	-			proval Date ots > 3 ac			ite Recorded		9. Lot Num	ber	
10. Lot Dimensions			11. T	otal Area (/		<b>1</b>		ole	13. Dally Fl	low (GPD)	
326' x 665' x 32 14. Brief Legal Descr		perty (Attach a separ	5 ate shee	et of paper	if necess	4 arv)	······		450		
Section 7, Town	nship 2 Nor	th, Range 13 West									
15. Water Supply (S Central Arkans		er, if Public Water)			. GPS Coc M 34.823			D 34 3	82315, -92,4	13344	
17. Loading Rates	(gpd/ft <sup>2</sup> )	18. System Speci	fications								
Primary Area	n/a	a. Size of Septic T		ATU	gal	1	Trench Depth	n/a		inches	·
Secondary Area	n/a	b. Size of Dose Ta		n/a	gal		g. Trench Spacing n/a feet				
Percolation Test	(min/in)	c. Absorption Area		n/a	ft2		Trench Media (List	Below	<u> </u>	i.Trench	Width
Primary Area Avg	n/a	d. Number of Field	Lines	n/a			n/a			n/a	in
Secondary Area	n/a	e. Length of Field t	ines	n/a	ft		n/a			n/a	in
unize me designe	changed and roval for open and installe are exception at agent mutual at item 12, the ad individual	er approval of this eration does not cor d according to the A ons or deviations no	permit, hstitute Arkansa ted in ti t more t ns (num stem in	or if the a guarante s Departm he comment than one (1 hber of person this permi	informatio e that the lent of He nts. A Pe I) year old sons for co it application	n within system alth, Ru mit for prior to commerc	In this permit is in m will function pro- ules and Regulation Construction is very the start of any co- tial) and square for course 1 have rea-	accura perly. Ins Per alid for Instruct	ite or has be The approva talning to Or one (1) year tion. f the structure the nermit an	een found al states the site Waste from the c	to be lat the ewater late of
Owner/Applicant Signa		Ŷ					Date _			<b></b>	
<ol> <li>I certify that I hav Arkansas Departm</li> </ol>	re conducted nent of Healt	the above tests and h Rules and Regulat	that the ions Pe	above list rtaining to	ed informa Onsite Wa	ation is astewate	In accordance with er Systems.	the lat	est requirem	ents of the	
D_la				Designate				Soi	I Certified	🛛 Yes 🗆	No
_	-	ative Signature					Tille				
David A. Meir	Prir	nt Name			03/1	6/202	) Date	50	1-821-3837/ Phone i	501-804- Number	0837
21. Approval of Health The information an Health Rules and F	Authority	ons in the application Pertaining To Onsite	_has_be Wastew	en-reviewe vater Syste	ed and fou ems. A PE	nd to m	eat the requirement	nts of th ION is	Arkanaan I		t of
	E C	zialist Signature				<u>50</u>	-/ Number		3-26	-202	$\mathcal{O}$

EHP-19 (R 8/13) Page 1

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### Individual Onsite Wastewater System Permit Application

Continue Part 22. Soil Crite		Area)	Indicate the d	epth to items a-f, if o	bserved in the soll	(designate in inche	s)	
a. Bedrock	b. BSWT	c. MSWT	d. LSWT	e. Adj. MSWT	f. Adj. LSWT	g. H.C./Depth	h. Loading Rate (gpd/ft <sup>2</sup> )	
>48"	Surface	18"	n/a	n/a	n/a	n/a	Unsuitable	
23. Soil Crite	ria (Seconda	ry Area)	Indicate the c	lepth to items a-f, if c	bserved in the sol	l (designate inches)	<u></u>	
a. Bedrock	b. BSWT	c. MSWT	d. LSWT	e. Adj. MSWT	f. Adj. LSWT	g. H.C./Depth	h. Loading Rate (gpd/ft2)	
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
24. Seasona	l Water Tabl	e (SWT) Classes	Detail					
Prima	ry Area		List Redoximorphic Features and/or Clay Content Restrictions					
Brief	in	Depletions	noted on 20% or less of ped surface or interior. Depletion chroma >= chroma 3.					
Moderate	in		noted on less than 50% of ped surface or interior. Depletion <= chroma 2.					
Long	in	Not Observ	ed			······································		
Second	ary Area		L	ist Redoximorphic Fe	eatures and/or Cla	y Content Restrictio	ns	
Brief	in	n/a						
Moderate	ìn	n/a	-				· · · · · · · · · · · · · · · · · · ·	
Long	in	n/a						

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Date

EHS / License Number

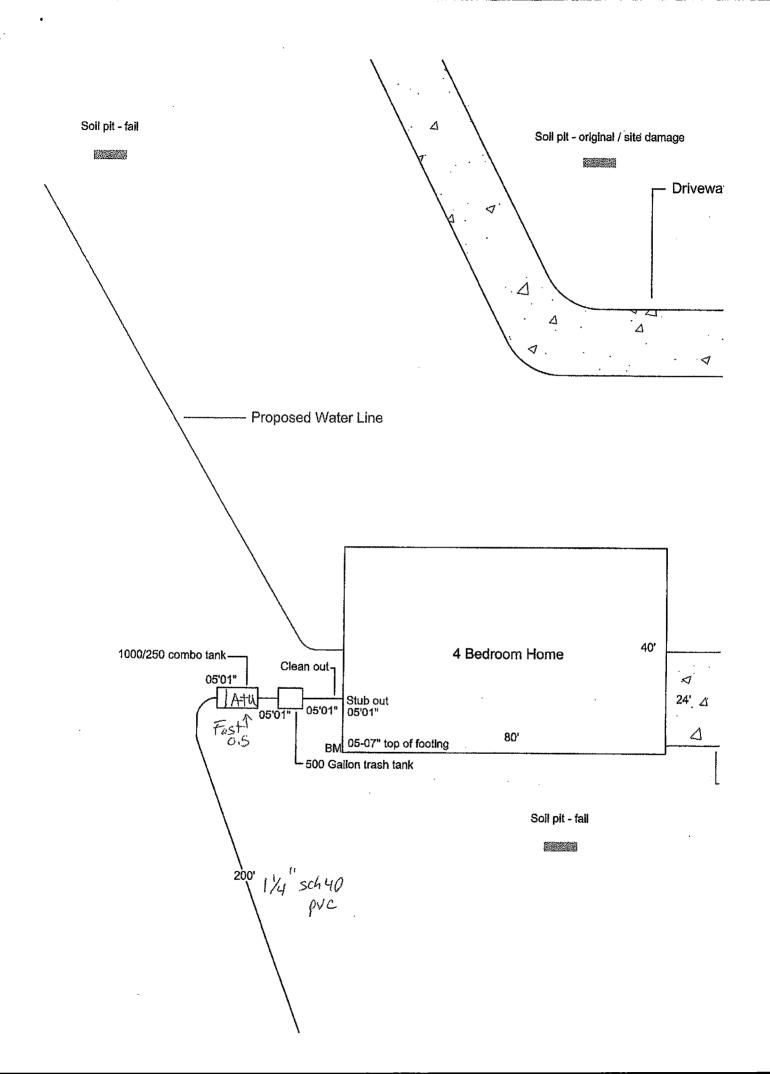
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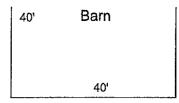
## Part 2 Installation Inspection

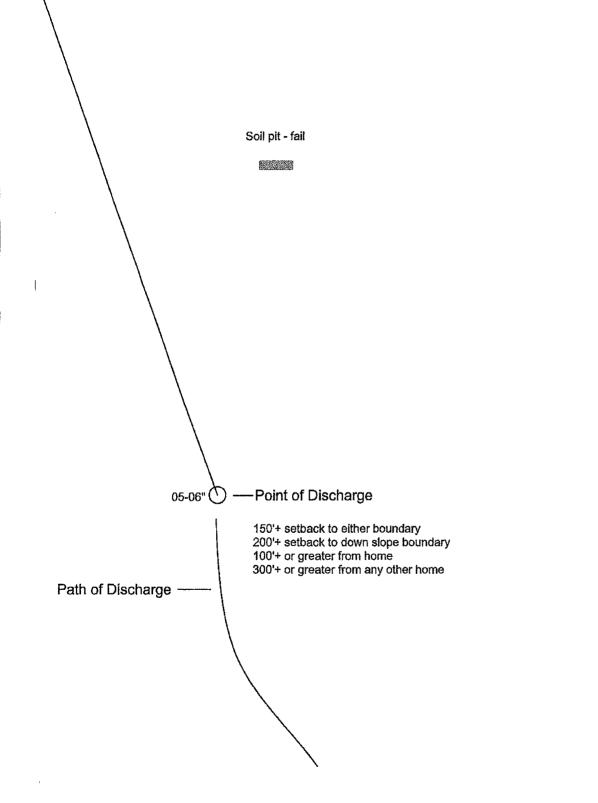
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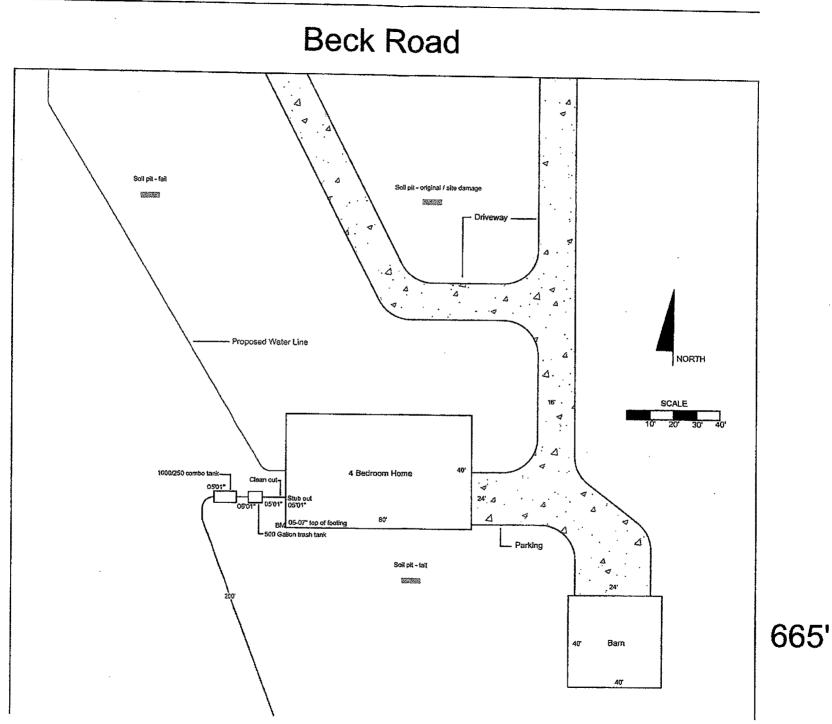
Septic tank manufacturer	Pump information	· · · · · · · · · · · · · · · · · · ·			
Septic tank material	Trench media and width				
Dose tank manufacturer	Depth of interceptor drain				
Dose tank material	Depth of settled fill				
Name of Installer		License Number			
Installation Inspected by check one or installer signs System Installation Verification below)	Designated Representative				
Signature	EHS / License Number	Date			
System Installation Verification I have installed this system as designed and in compliance with all Rules a	and Regulations Pertaining to Onsite Wa	stewater Systems.			
Installer Signature	License Number	Date			
Part 3 Permit for Operation					
The information contained in Part 1 and 2 of this form has been reviewed a Health. THE PERMIT FOR OPERATION of this system is hereby issued.	and found to meet the requirements of th	e Arkansas Department of			
Environmental Health Specialist	····	·			
Comments	EHS Number	Date			
Commente					
······································					
Site Revalidation conducted by   Environmental Health Speci  (check one)	ialist     Designated Re	oresentative			

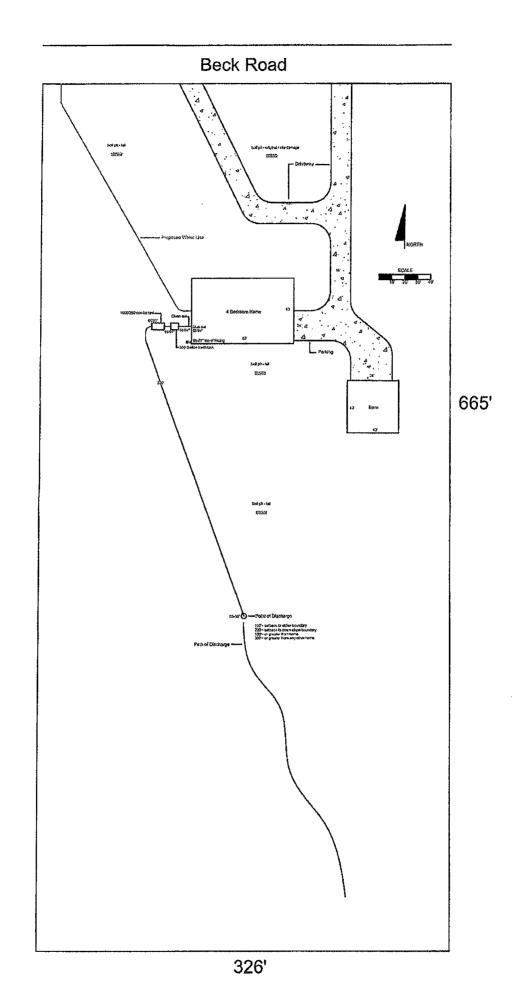
Signature



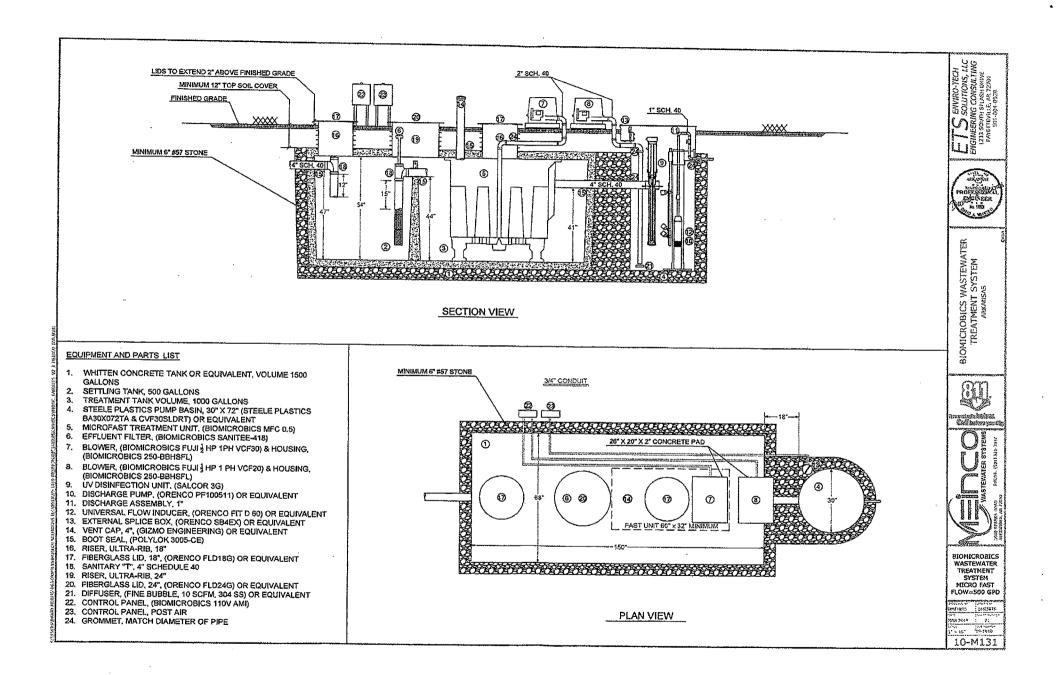








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#### Specifications for MicroFAST 0.50 Wastewater Treatment System

#### 1. GENERAL

The contractor shall furnish and install (1) MicroFAST®0.50 treatment system as manufactured by Bio-Microbics, Inc. The treatment system shall be complete with all needed equipment as shown on the drawings and specified herein.

The principal items of equipment shall include the FAST® system insert, blower assembly, blower controls and leg extensions or lid. All other items will be provided by others. The MicroFAST 0.50 unit shall be situated within a 450 Gallon [1700L] minimum compartment as shown on the drawings. Suggested maximum settling zone is (1) X the daily flow. Tank must provide adequate pump out access and conform to local, state, and all other applicable codes. The contractor shall coordinate the proper fabrication of the tank between the FAST system and tank supplier with regard to fabrication of the tank, installation of the FAST unit, and delivery to the job site.

#### 2. OPERATING CONDITIONS

The MicroFAST 0.50 treatment system shall be capable of treating the wastewater produced by typical family activities (bath, laundry, kitchen, etc.) ranging from (1) one to (8) eight people and not to exceed 500 US Gallons per day (1800 LPD) provided the waste contains nothing that will interfere with biological treatment. The FAST system is a biological treatment system not meant for non-biodegradable or industrial wastewater.

#### 3. MEDIA

The FAST® media shall be manufactured of rigid PVC, polyethylene, or polypropylene and it shall be supported by the polyethylene insert. The media shall be fixed in position and contain no moving or wearing parts and shall not corrode. The media shall be designed and installed to ensure that sloughed solids descend through the media to the bottom of the septic tank.

#### 4. BLOWER

The MicroFAST 0.50 unit shall come equipped with a regenerative type blower capable of delivering 17-25 CFM [31-46 m3/hr]. The blower assembly shall include an inlet filter with metal filter element. The blower shall be mounted outside the tank on a contractor supplied concrete base. Blower piping to the tank shall use non-corrosive material (PVC, Galvanized, or stainless Steel). Do not run galvanized pipe inside the treatment tank. Refer to Installation Manual for further details.

#### **5. REMOTE MOUNTED BLOWER**

The blower shall be placed on a contractor supplied concrete base. The blower must not sit in standing water and its elevation must be higher than the tank and normal flood level. A twopiece, rectangular housing shall be provided. The discharge air line from the blower to the MicroFAST® System shall be provided and installed by the contractor.

#### 6. ELECTRICAL

The electrical source should be within 150 feet (45 meters) of the blower consult local codes for longer wiring distances. All wiring must conform to all applicable codes (IEC, NEC, etc.). Wiring distances must prevent significant voltage loss. Input power on 60Hz electrical systems 110/220VAC, 1Ø, 3.5/1.7 FLA, on 50 Hz electrical systems 220VAC, 1Ø, 1.9 FLA. Other voltages and phase are also available. Actual power consumption varies with site conditions. All conduit and wiring shall be supplied by contractor.

#### 7. CONTROLS

The control panel provides power to the blower and contains an alarm system consisting of a visual and audible alarm capable of signaling blower circuit failure and high water conditions. The control panel is equipped with SFR® (Sequencing Fixed Reactor) timed control feature. A manual alarm silence button is included.

#### 8. INSTALLATION AND OPERATING INSTRUCTIONS

All work must be done in accordance with local codes and regulations. Installation of the FAST 0.50 shall be done in accordance with the written instructions provided by the manufacturer. Manuals shall be furnished, which will include a description of system installation, operation, and maintenance procedures.

#### 9. FLOW AND DOSING

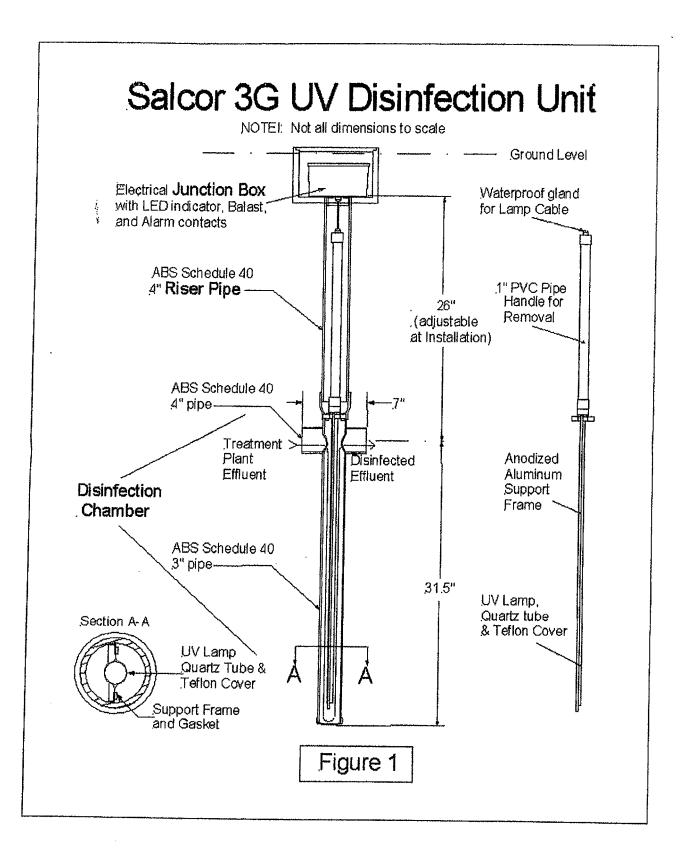
FAST® systems have been successfully designed, tested and certified receiving gravity, demand-based influent flow. When influent flow is controlled by pump or other means to help with highly variable flow conditions, then multiple dosing events should be used to maximize performance. The flow rate shall not exceed 5 gpm (19 Lpm) with a maximum hourly flow not to exceed 10% of the design daily flow (50 gph (190 LPH)).

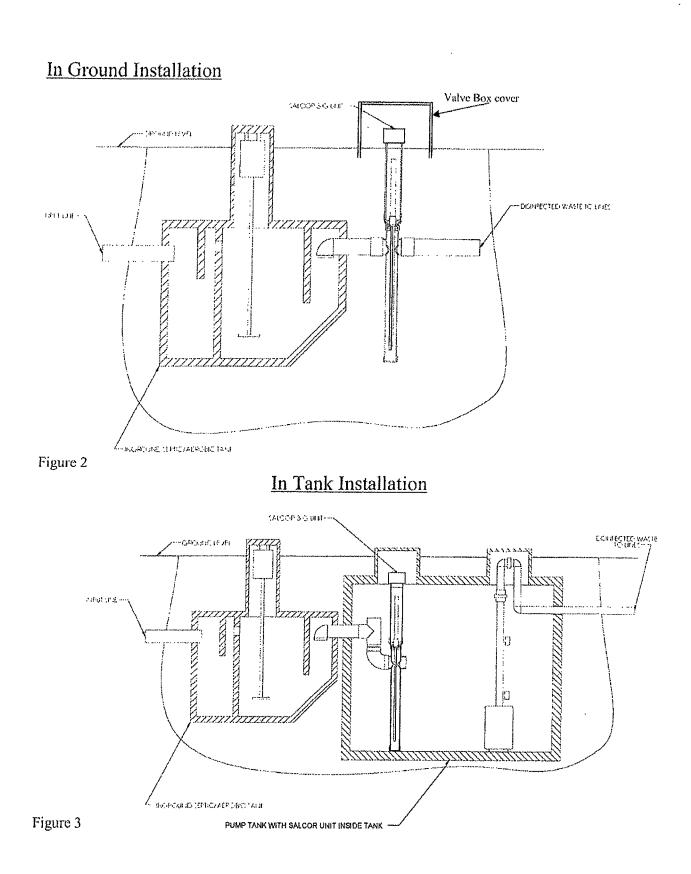
#### 10.WARRANTY

Bio-Microbics, Inc. warrants all new residential FAST® models (MicroFAST® 0.50, 0.625, 0.75, 0.90, and 1.5) against defects in materials and workmanship for a period of two years after installation or three years from date of shipment which ever occurs first. All other FAST® system models are warranted for a period of one year after installation or eighteen months from date of shipment, whichever occurs first. All are subject to the following terms and conditions below:

During the warranty period, if any part is defective or fails to perform as specified when operating at design conditions, and if the equipment has been installed and is

being operated and mainfained in accordance with the written instructions provided by 8to-Microbics, Inc., 8to-Microbics, Inc., will report or replace at its discretion such detective parts are of charge. Detective parts must be refurmed by owner to 8to-Microbics, Inc., 8to-Microbics, 9to-Microbics, 9to-Micr	DO NOT SCALE UNLESS NOTED DIMENSIONS ARE IN INCHES [CENTIMETERS] TOLERANCES ± 0.02 IN/IN [± 0.05 CM/CM]	EIO MICROBIC BETTER WATER. BETTER WO MicroFAST 0.50 FAST Unit	ORLD'
· · · · · · · · · · · · · · · · · · ·	WEIGHT ID	SIZE DRAWING NUMBER	
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BIO-MICROBICS INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BIO-MICROBICS INC. IS PROHIBITED, DESIGN AND INVENTION RIGHTS ARE RESERVED, IN THE INTEREST OF TECHNOLOGICAL ADVANCEMENT, ALL PRODUCTS ARE SUBJECT TO DESIGN AND OR MATERIAL CHANGE WITHOUT NOTCE.	NAME DATE DRAWN CIC 12/18/2006	A MicroFAST® 0.50 Specifications	SHEET 3 OF 4
	CHECKED PF 9/18/2013	REVISED 9/18/2013 REV. INI-05-V	





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# SALCOR INC.

P.O Box 1090 Fallbrook, Ca. 92088 Telephone: 760 731 0745

## V. ELECTRICAL JUNCTION BOX LID

The Ballast and terminal strips are now mounted on the Alarm Board, mounted to the Junction Box Lid.

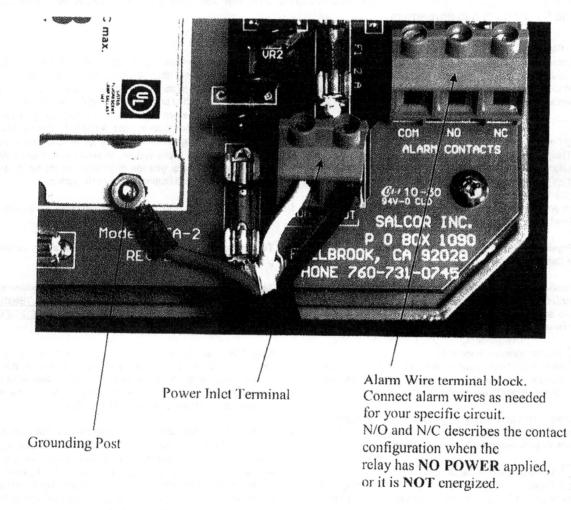


Figure 4

Contract Number: Moore

## SERVICE AND MAINTENANCE CONTRACT

- 1. Parties. This contract ("Agreement" or "Contract") is between Meinco Septic Systems, Inc., ("Meinco") and <u>Meghan Moore</u>, ("Client"), referred to individually as a "Party" and collectively as the "Parties."
- Service Location. This is a Contract for septic system service and maintenance services provided by Meinco for Client located at Lot 1 Hudson Subdivision (Beck Road), Little Rock, Arkansas 72223, hereinafter referred to as the "Service Site."
- **3.** Service Fees. Client agrees to pay Meinco <u>One hundred</u> (\$100) for septic system service and maintenance specifically work performed every <u>Three Months (Quarterly)</u> and described more specifically below (hereinafter referred to as "Service Work"). Meinco and Client agree that the invoiced amount is good consideration for this Contract and the services set forth below and reflects the bargained for terms of this agreement.
- 4. Materials Charges. During regular maintenance Meinco will replace materials necessary to keep the septic system operating efficiently (chlorine tablets, UV light bulbs, floats, filters, etc.). Meinco and Client agree that Meinco shall submit to client the costs of maintenance parts and materials and Client will promptly pay the same.
- 5. Laboratory Fees.
  - A) This paragraph is inapplicable.
  - B) Client agrees that Meinco will use a third party laboratory, <u>Environmental Services, Inc.</u>, for any sampling that is required under this Contract. In such event, Meinco shall submit to Client a laboratory fee of \$<u>125.00</u> and Client will promptly pay the same.
- 6. Services Provided. Meinco agrees to provide the following Service Work to the Client and the Service Site:
  - A) Maintenance requirements, including review of system components and their working condition, monitoring of solid levels to determine system efficiency, and periodic cleaning of system filters or media.
  - B) I. This paragraph is inapplicable.
     II. Necessary sampling and submission of paperwork every month(s) or as required to comply with the Arkansas Department of Health Onsite Maintenance Program.
  - C) Necessary paperwork every <u>6</u> month(s) as required to comply with the Arkansas Department of Health and/or the Arkansas Department of Environmental Quality.
  - D) I. This paragraph is inapplicable.
     II. Sampling of discharge every <u>6</u> month(s) in coordination with a 3rd party laboratory for required laboratory tests.
- Contract Duration. This contract shall be for a period of <u>24</u> month(s) from the date this Contract is executed by the parties on page 2
- Flow Requirements. This contract shall be null and void if septic system flow exceeds <u>450</u> gallons per <u>day</u>.

- 9. Modification to System. If the septic system is modified, abused, mis-used, or altered, then Meinco's responsibility to service or maintain the septic system is terminated. Meinco may remedy such conditions by replacing parts or correcting defects. If Meinco makes such changes to the septic system, then it may charge to client the costs of repairs, modifications, parts, and labor. Meinco may, at its discretion, seek payment in advance of making any repairs or modifications to the septic system. In such event, Meinco shall not be responsible for any damage or adverse effects for its delay in making repairs or modifications to the septic system.
- Access to System. Client agrees to provide Meinco access to the septic system as well as its parts and components.
- 11. Termination by Client. Client may terminate this contract by providing thirty (30) days written notice to Meinco.
- 12. Termination by Meinco. Notwithstanding, and in addition to, any other provision or term in this Contract, <u>MEINCO MAY TERMINATE</u> THIS CONTRACT AT ANY TIME AND WITHOUT PREVIOUS NOTICE TO CLIENT.
- 13. Solid Removal. Solid removal is not a covered service and shall incur an additional fee. If Meinco removes solids from the septic system, then it may charge to client the costs of solid removal. In any event, Meinco shall not be responsible for any damage or adverse effects for any delay in removing solids.
- 14. Indemnity. To the fullest extent permitted by law, Client shall indemnify, hold harmless, and defend Meinco and any agent or employees of Meinco from and against all injuries, claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising directly or indirectly out of the obligations herein undertaken or resulting out of operations related to the Service Work or Service Site conducted by Meinco, Meinco's agents, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such injury, claim damage, losses, or expenses is caused in part by a party indemnified. Such obligation shall not negate, abridge, or otherwise reduce the rights or obligations of indemnity which would otherwise exist to a party or person described in this paragraph.

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

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

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

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

Dan Ea. N. Comme

Meinco Septic Systems, Inc.

(TO)

Client

03/15/2020 Date

3-16-20 Date

Page 2 of 2



Arkansas Department of Health 4815 West Maskham, Slot 46 Little Rock, Arkansas 72205-3867

## MEMORANDUM OF AGREEMENT

## SUBJECT: ONSITE WASTEWATER SYSTEM APPLICATION

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

- Onsite Wastewater Systems requiring a Monitoring Contract with a Certified Monitoring Personnel are Holding Tanks, Experimental Systems (i.e. Reduced Absorption Areas, \*ABGs), and Drip Dispersal Systems. \*Aerobic Biological Generators – Commercial applications only, residential applications must follow manufacturers' service contract requirements.
- 2. The property owner assumes all responsibility for the proper operation of the onsite wastewater system.
- The property owner must maintain a monitoring contract with a licensed Certified Monitoring Personnel for the life of the system and retain Onsite Wastewater System Assessments (EHP-71), on file, for at least five (5) years.
- The Arkansas Department of Health has no responsibility in the operation and maintenance of such systems.
- 5. That the Arkansas Department of Health may monitor the system as to its operation capabilities.
- 6. That the Arkansas Department of Health is granted permission to make such inspections as deemed necessary.
- Subsurface systems with flows ≥3000 gpd and all surface discharging systems require the owner to file an additional permit application with the Arkansas Department of Environmental Quality (ADEQ).
- 8. That, on the sale of the property, the owner of the property must disclose to the perspective buyer notice of this agreement and any permit requirements. The buyer is to sign memoranda, contracts or permit name change forms and submit these documents to the appropriate regulatory agency.

SIGNED: MMOORE	SIGNED:	16 An
(Property Owner)	environments	(Health Department)
DATE 3-16-20	DATE:	3-26-2020

EHP-35 (R 1/13)

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EHP-19 (R 8/13) Page 1

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## bing maps

## A Pulaski County, 3915 W 8th St, Little Rock, AR 72204

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8 8900 Beck Rd, Little Rock, AR 72223, US

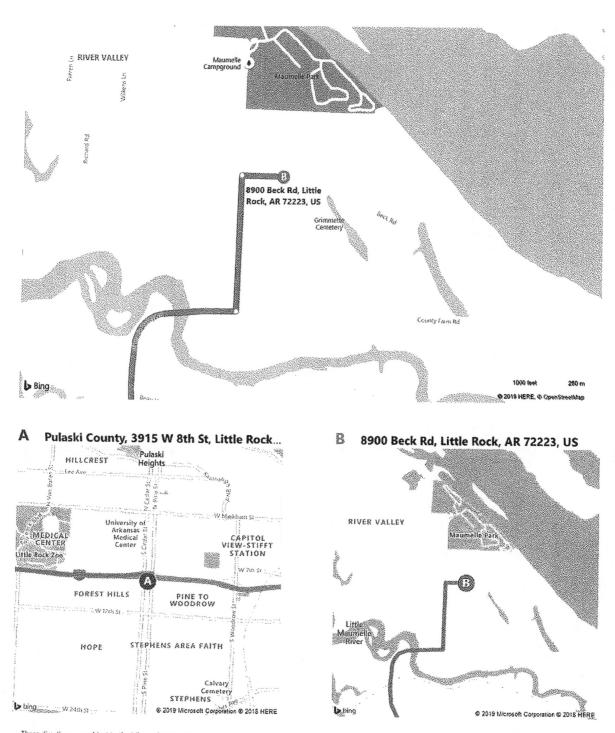
23 min , 12.2 mi Light traffic (3 min delay) Via I-630 W, AR-300

Lot 1 Hudson's Subdivision
Beck Road
Little Rock, AR 72223

## A Pulaski County

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1. Depart <b>W 8th St</b> toward S Pine St	161 ft
2 Turn left onto S Pine St	305 ft
3. Turn left onto W 7th St	417 ft
Take ramp <b>left</b> for <b>I-630 W</b>	3.9 mi
At exit <b>8B</b> , take ramp <b>right</b> and follow signs for <b>I-430 North</b>	2.6 mi
At exit <b>9</b> , take ramp <b>right</b> and follow signs for <b>AR-10</b>	0.3 mi
Bear right onto AR-10 E / Cantrell Rd	505 ft
Turn back on AR-10 W / Cantrell Rd	0.6 mi
Bear right onto AR-300 / AR-10 / Cantrell Rd	2.3 mi
0. Turn <b>right</b> onto <b>Pinnacle Valley Rd</b>	1.6 mi
1. Turn left to stay on Pinnacle Valley Rd	0.5 mi
2. Turn <b>right</b> onto <b>Beck Rd</b>	0.2 mi
Arrive at <b>Beck Rd</b> on the right	
	2.       Turn left onto S Pine St         3.       Turn left onto W 7th St         4.       Take ramp left for I-630 W         5.       At exit 8B, take ramp right and follow signs for I-430 North         5.       At exit 9, take ramp right and follow signs for AR-10         6.       At exit 9, take ramp right and follow signs for AR-10         7.       Bear right onto AR-10 E / Cantrell Rd         8.       Turn back on AR-10 W / Cantrell Rd         9.       Bear right onto AR-300 / AR-10 / Cantrell Rd         10.       Turn right onto Pinnacle Valley Rd         11.       Turn left to stay on Pinnacle Valley Rd         22.       Turn right onto Beck Rd         Arrive at Beck Rd on the right

8900 Beck Rd, Little Rock, AR 72223, US



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