ARKANSAS DEPARTMENT OF ENVIRONM NOTICE OF INTENT INDIVIDUAL TREATMENT FACI	LITIES
	Permit # ARG55)
I. PERMITTEE/OPERATOR INFORMATION	
Permittee (Legal Name): Cole Durham	Operator Type:
Permittee Mailing Address: _ 4913 Hwy 67	_ 🖸 State 🔛 Partnership
Permittee City: Benton	_ Federal Comparation*
Permittee State: AR Zip: 72015	Sole Proprietorship/Private
Permittee Telephone Number: 501-425-4026	*State of Incorporation:
Permittee Fax Number:	The legal name of the Permittee must be
Permittee E-mail Address: mcdurham22@gmail.com	identical 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:
Facility Address: 4913 Hwy 67 Telephon	act Person: <u>Cole Durham</u> ne Number: <u>501-425-4026</u> tate & Zip: <u>Benton, AR 72015</u>
Facility Latitude: 34°32'24.82"N Facility Longitu	ide: 92°37'53.26"W
Datum	Scale: Description:
IV. DISCHARGE INFORMATION	
Outfall Number: 001	Flow: _450 gpd (Gallons per Day)
	in Code: <u>8040203</u>
Outfall Latitude: <u>34°32′23.68″N</u> Outfall Longitud Datum	de: <u>92°37'52.10"W</u>
	Scale: Description:
Type of Treatment: Bio Microbics Microfast 0.5 with UV and Post Aera	tion
Receiving Stream: Ouachita River	
V. FACILITY PERMIT INFORMATION	
NPDES Individual Permit Number (If Applicable	e): <u>AR00</u>
NPDES General Permit Number (If Applicable	
State Construction Permit Number	
NPDES General Construction Stormwater Permit Number (If Applicable	5); <u>ARKI</u> 5

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WATER DIVISION 5301 NORTHSHORE DRIVE / NORTH LITTLE ROCK, ARKANSAS 72118 PHONE 501-682-0623 / FAX 501-682-0880 www.adeq.state.ar.us - 5 -

VI. OTHER INFORMATION:

Operator Name:	David Meints	-			
Operator License Number:	009055	09055 License Class: III			
Consultant Contact Name:	David Meints			-*	
Consultant Email Address:	david@meincowa	astewater.com			
Consultant Address:	PO Box 1001	City: Bryant	State: <u>AR</u>	Zip: <u>72089</u>	
Consultant Phone Number:	501-804-0837	Consultant	Fax Number: <u>501-821</u>	-4048	
Has this treatment system been app	roved by AHD? Y	(es 🛛 No 🗌			

Disclosure Statements:

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

<u>YIL</u> CERTIFICATION OF OPERATOR

 $\mathcal{D}_{(\text{Initial})}$ "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."
- <u>CD</u>(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:	COLE DURMAN	Title: Owner	r
Responsible Official Signature:		Date: <u>3/</u>	18/21
Responsible Official Email:	Mcdu-ham 22@gmil	.com	
Cognizant Official Printed Name:	David Meints	Title:	Class III Operator
Cognizant Official Signature:	Dea.M.K	Telephone:	501-804-0837
Cognizant Official Email:	david@meincowastewater.com		

X. PERMIT REQUIREMENT VERIFICATION

Please check the following to verify completion of permit requirements.

	Yes	No	* If No is answered for any of the questions, then a permit can not be issued!
Submittal of Complete NOI?	\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.adeg.state.ar.us

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		Department of ntal Health Protec		t <u>h</u>				F	deceipt 23	Number 8 U9	135	
Individual Onsite	Wastewate	r System Permit .	Applica	ation				Fee Schedule for	Structur	res	r	√]
	_	-	•••		 Str	ructures	s 1500 s	aq ft or less				
Permit Type		New Installation	.:-		Str	ructure:	e more t	han 1500 sq ft and u	p to 200	0 sq ft	<u> </u>	
—								han 2000 sq ft and up				
DR Environmental ID	#	,						han 3000 sq ft and uj han 4000 sq ft	p to 400	vsqπ	í	
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Part 1 Applicatio		atment Type (che	ck one)	r				Disposal Metho	d (che	ck onië)		
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PMF = Proprietary M OTH = Other (Descri	edia Filter 🛛 🗍	RGF = Re-circulating HLD = Hoking Tank				< Capp	ing Fill	E	🗍 SRL =	 Serial Distribution Drip Imigation 	ition	
1. Owner's/Applicant	•			I.				2. Phone Numbe		- Drip inigation	•	
Cole Durham								501-425-4026				
3. Mailing Address 4809 Hwy 67, Bentor	, AR 72015							4. County Saline				
5. Address of Propos 4913 Hwy 67, Bentor	ed System (I I. AR 72015	f a 911 address is n	ot availa	ble, at	tach deta	iled di	rection	is or map)				
6. Subdivision Name	-		7. Ap; n/a	proval l	Date	<u> </u>	8, Dai n/a	te Recorded		9. Lot Numl n/a	ber	
10. Lot Dimensions Survey Attached			11. To	otal Are	a (Acres	»	12, # 4	Bedrooms # Peop	le	13, Daily F) 450	ow (GPD)	
14. Brief Legal Descr N1/2 of S20, T2S, R1		erty (Attach a separ	L	t of pa	per, if ne	cessa	•					
15. Water Supply (S Water Users	pecify supplie	er, if Public Water)			16. GPS 34:5401							
17. Loading Rates	(gpd/ft²)	18. System Speci	fications								÷	
Primary Area	.30	a. Size of Septic T	ank	ATU		gal	f, ⁻	Trench Depth	n/a		inches	
Secondary Area	n/a	b. Size of Dose Ta	ank	n/a		gal	<u>.</u>	Trench Spacing	n/a		feet	
Percolation Test	(min/in)	c. Absorption Area)	n/a		ft²	<u>h.</u>	Trench Media (List	Below)	i.Trench	Width
Primary Area Avg	n/a	d. Number of Field	Lines	n/a			n/a	1			n/a	in
Secondary Area	n/a	e. Length of Field	Lines	n/a		ft	n/a	I			n/a	in
TO THE OWNER The permit for construction may be deemed invalid by the local Environmental Health Specialist before the start of construction, if the site and/or soil conditions have changed after approval of this permit, or if the informatic misrepresented. Approval for operation does not constitute a guarantee that this system was designed and installed according to the Arkansas Department of He Systems, unless there are exceptions or deviations noted in the comments. A Pe approval. The authorized agent must revalidate a permit more than one (1) year old 19. Utilization Verification I hereby attest that item 12, the number of bedrooms (number of persons for c- utilize the designed individual onsite wastewater system in this permit application understand the layout, installation, maintenance, operation and expense(s) tha												
Owner/Applicant Sig		<u>e Opt-A</u>	<u>.</u> .	<u>.</u>			U S	111	. Yu	~		
20. I certify that I ha Arkansas Depar		d the above tests an ith Rules and Regula								ren	nents of the	
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- 		tt Krupicki	-				00	-22-2020		501-7	76-7702	
	P	fint Name	<u> </u>					Date			Number	
Health Rules and	and specifical	tions in the application Pertaining To Onsite	e Waste	water	Systems	. A PI	ERMIT	meet the requirement FOR CONSTRUC	ents of TION is	s hereby issu	ed.	nt of
- formigr	vironmental Sc	eclalist Signature NT						S Number		10-23- Date		
ERP 19 (R 8/13) Page 1		2	24 HOL	JRS F	PRIOR	TO						

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BEGINNING INSTALLATION

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ATU

Individual Onsite Wastewater System Permit Application

Receipt Number

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Continue Part	1							·
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48"	15"		20"	35"	n/a	n/a	mod/48"	.30
3. Soil Crite	ria (Secor	idary .	Area)	Indicate the c	lepth to items a-f, if	o Items a-f, if observed in the soil (designate inches)		
, Bedrock	b. BSW	π	c. MSWT	d LSWT	e. Adj. MSWT	f. Adj. LSWT	g. H.C./Depth	h. Loading Rate (gpd/ft ²
8'	13"		18"	32"	n/a	n/a	mod/48"	.30
4. Seasona	Water T	able (SWT) Classes	Detail		I		
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Dose tank manufacturer	Depth of interceptor drain					
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Name of Installer	· · · · · · · · · · · · · · · · · · ·	License Number				
Installation Inspected by (check one or installer signs System Installation Verification below)	a Designated Representative					
Signature	EHS / License Number	Dale				
System Installation Verification I have installed this system as designed and in compliance with all						
Installer Signature	License Number	Date				
Part 3 Permit for Operation						
The information contained in Part 1 and 2 of this form has been rev Health. THE PERMIT FOR OPERATION of this system is hereby i	iewed and found to meet the requirements of sound.	the Arkansas Department of				
Environmental Health Specialist						
Signature	EHS Number	Date				
Comments						
Site Revalidation conducted by DEnvironmental Healt (check one)	th Specialist Designated R	epresentative				

EHS / License Number

Date

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EHP-19 (R 8/13) Page 2 of 2

Signature

		• · · · · · · · ·		•			F 3	<u> </u>	A 1			
		Department of ntal Health Protec		<u>h</u>					Number 386	278	5	
	Environme	inal meanin Protec	tion				L		000	110	2	
Individual Onsite	Wastewate	r System Permit .	Applica	tion			Fee Schedule to	r Structur			1	
Permit Type		New Installation			Structure	s 1500 :	sq ft or less	· · · -		\$ 30.00		
forme (she	_		_1_		Structure	es more i	than 1500 sq ft and L	up to 2 00	0 sq ft	\$ 45.00		
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1. Owner's/Applicant Cole Durham	's Name						2. Phone Numbe 501-425-4026	Br				
3. Mailing Address 4809 Hwy 67, Benton	, AR 72015						4. County Saline					
5. Address of Propos 4913 Hwy 67, Benton	ed System (lf a 911 address is n	ot availa	ble, attacl	h detailed c	lirection					<u> </u>	
6. Subdivision Name		,	7. App n/a	vroval Dat	ie i	8. Da	te Recorded		9. Lot Num	ber ·		
10. Lot Dimensions Survey Attached				tal Area ((Acres)		Bedrooms #Peo	ple .	13. Daily F	low (GPD)		
14. Brief Legal Descri N1/2 of S20, T2S, R1	ption of Prop	erty (Attach a separ	-	t of paper	r, if necess:	ary)	<u> </u>		400	<u>'</u>	<u></u>	
15. Water Supply (Sp		r. (f Public Water)		16	GPS Coo	rdinate	<u> </u>					
Water Users					.5401226,							
17. Loading Rates	(gpd/ft²)	18. System Speci	fications									
Primary Area	.30	a. Size of Septic T	ank	ATU	gal	gal f. Trench Depth n/a inches						
Secondary Area	n/a	b. Size of Dose Ta	ink	n/a	gal	g. `	g. Trench Spacing n/a			feet	feet	
Percolation Test	(min/in)	c. Absorption Area	1	n/a	ft²	h. '	h. Trench Media (List Below) i.7			i.Trench	n Width	
Primary Area Avg	n/a	d. Number of Field	Lines	n/a		n/a	n/a			n/a	in	
Secondary Area	n/a	e. Length of Field	Lines	n/a	ft	n/a	n/a			n/a	[In	
TO THE OWNER The permit for construction may be deemed invalid by the local Environmental Health Specialist before the start of construction, if the site and/or soil conditions have changed after approval of this permit, or if the information within this permit is inaccurate or has been found to be misrepresented. Approval for operation does not constitute a guarantee that the system will function property. The approval states that the system was designed and installed according to the Arkansas Department of Health, Rules and Regulations Pertaining to Onsite Wastewater Systems, unless there are exceptions or deviations noted in the comments. A Permit for Construction is valid for one (1) year from the date of approval. The authorized agent must revalidate a permit more than one (1) year old prior to the start of any construction. 19. Utilization Verification I hereby attest that item 12, the number of bedrooms (number of persons for commercial) and square footage of the structure that will utilize the designed individual onsite wastewater system in this permit application, is accurate. I have reviewed the permit application and understand the layout, installation, maintenance, operation and expense(s) that may be associated with this system.												
Owner/Applicant Sign	- <u> </u>	Pt A	d that the	- Objiva liv	ctarl lufarm	-	Date					
20. I certify that I ha Arkanses Depart	ment of Heat	the above tests and th Rules and Regula	ations Pe	rtaining to	o Onsite W	auon is astewa	im accordance wit ler Systems,	iii (11¢ 18)	reamedmitell	nenis of the	4	
- 56	~ 14	preki			De	signate	d Representative	So	il Certified	XYes [] No	
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21. Approval of Healt The information a Health Rules and	and specifical	ions in the application Pertaining To Onsite	e Wastev	een review water Sys	wed and for tems. A Pi	und to r ERMIT	neet the requirem	ents of t	he Arkansas	Departme	ent of	
Eny	vitonmental Sp	ecielist Signature			·	EH	S Number	·	Date	•	<u> </u>	
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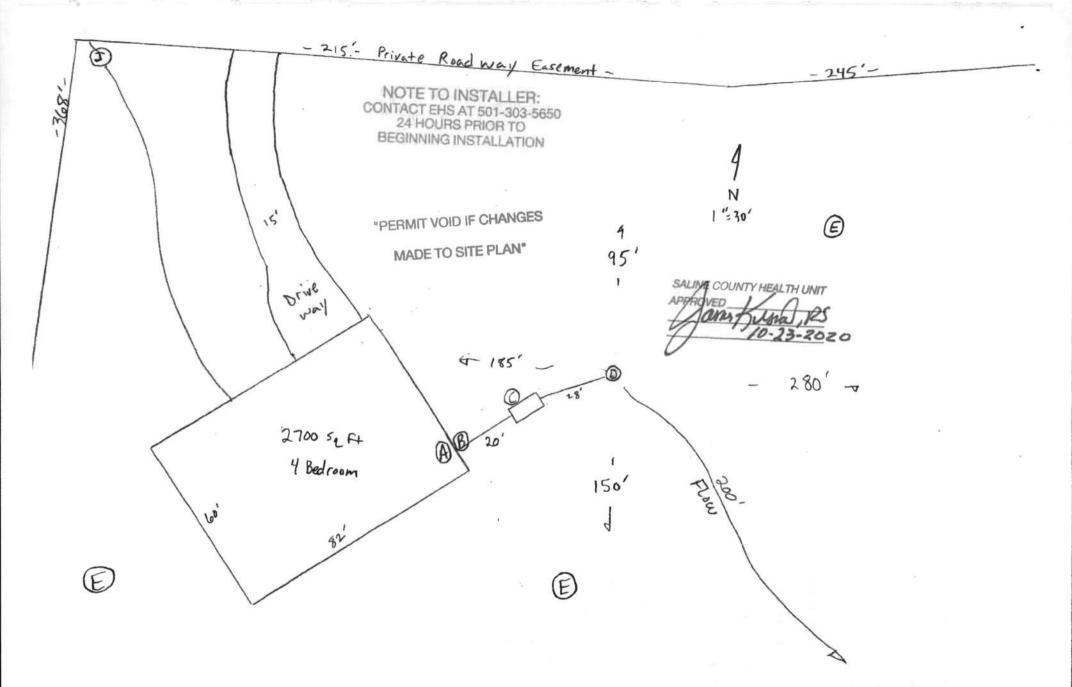
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Drawing notes

A = House sewer stub out location

B = 4" two way clean out installed outside of structure

C = ATU

D = Point of discharge

E = Unsuitable soil pits

J = Proposed water service line. Must be 10' away from any part of the septic system

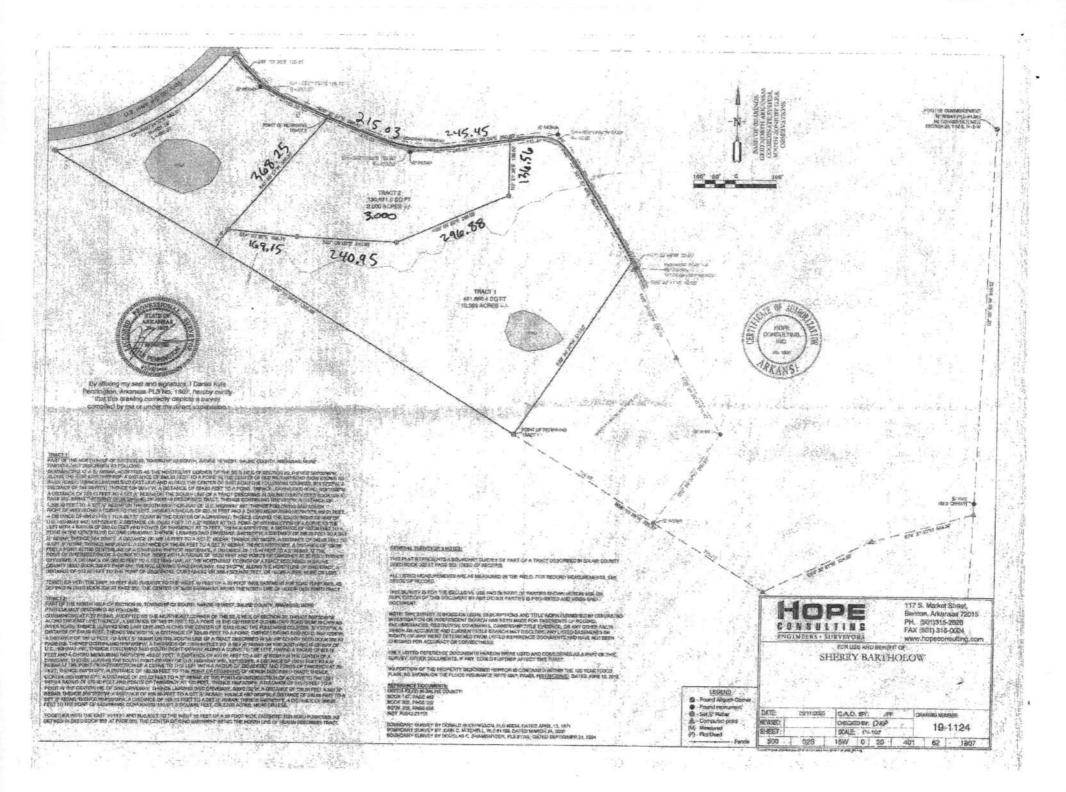
K = Benchmark is top of South East corner pin

Pipe Specifications

Use 4" schedule 40 from house stub out to tank inlet and from tank outlet to point of discharge

Elevations (ground/installed flow line or trench bottom)

Stub out = 5'1''/5'1''ATU inlet =5'10''/7'4''ATU outlet = 6'9''/8'0'''POD= 8'7'''Benchmark = 16'2''



* Optional System Utilization Verification Form



Arkansas Department of Health Environmental Health Protection

Individual Onsite Wastewater System Permit Application

Permit Type

New Installation

DR Environmental ID #

63 1 0

I Homeowner

Builder/Developer

TO THE PROPERTY OWNER

Onsite Wastewater System Utilization Verification

Property location: 4913 Hwy 67 Benton, AR 72015 (Address of Proposed Systein, City, State, Zip)

I hereby attest there are <u>u</u>_bedrooms (____number of persons for commercial) and the square footage of the structure that will utilize the designed onsite wastewater system in this permit application is accurate. I have reviewed the permit application and understand the layout, installation, maintenance, operation and expense(s) that may be associated with this system.

As Developer/Builder, I hereby attest that the above information is correct and prior to the sale of the property, I will convey, to the buyer, all information associated with this system.

Minh Owner/Applicant Signature

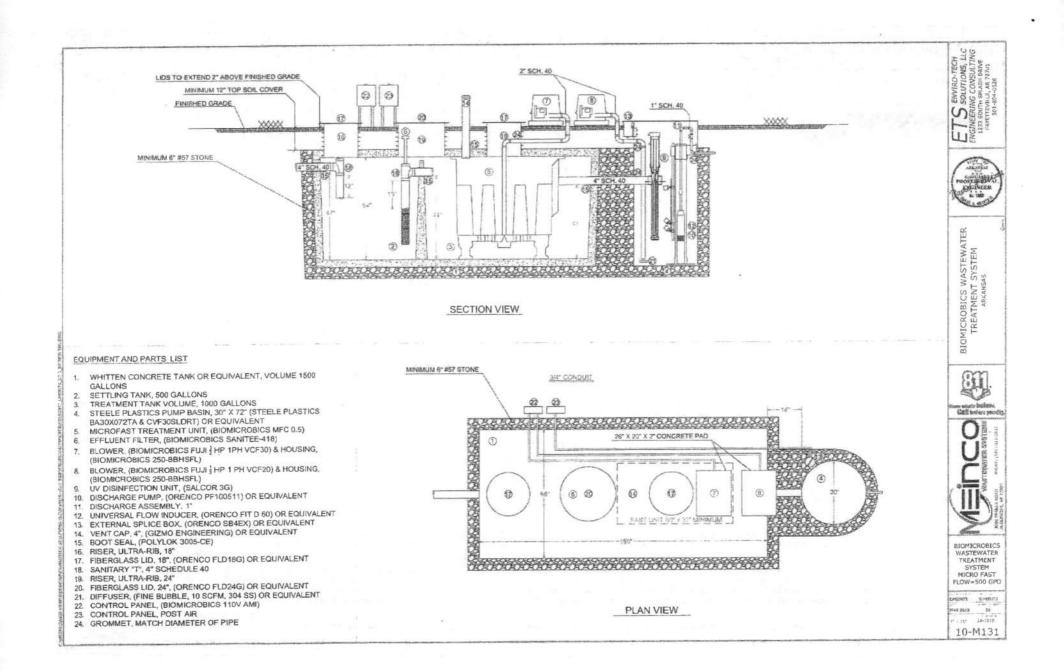
30/2020 Date

This document must be submitted with the permit application, if the Owner/Applicant Signature Section (humber 19 on the EHP-19) is not signed.

EHP-19, OPT-A (R 8/19)

Receipt Number	2.6		2.6	2.61
State of the State of the State of the		1.251.24		12.2

Fea Schedule for Structures	1
Structures 1500 eq ft of less 5 30.00 Structures more than 1500 sq ft and up to 2000 eq.ft 8 45.00	0
Structures more than 2000 sq ft and up to 3000 sq ft \$ 90.00	R
Structures more than 3000 sq ft and up to 4000 sq ft \$120.00	D
Structures more than 4000 sq ft \$150.00	
Alteration and Repair- \$ 30.00	



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 comportment 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, 10, 3.5/1.7 FLA, on 50 Hz electrical systems 220VAC, 10, 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.

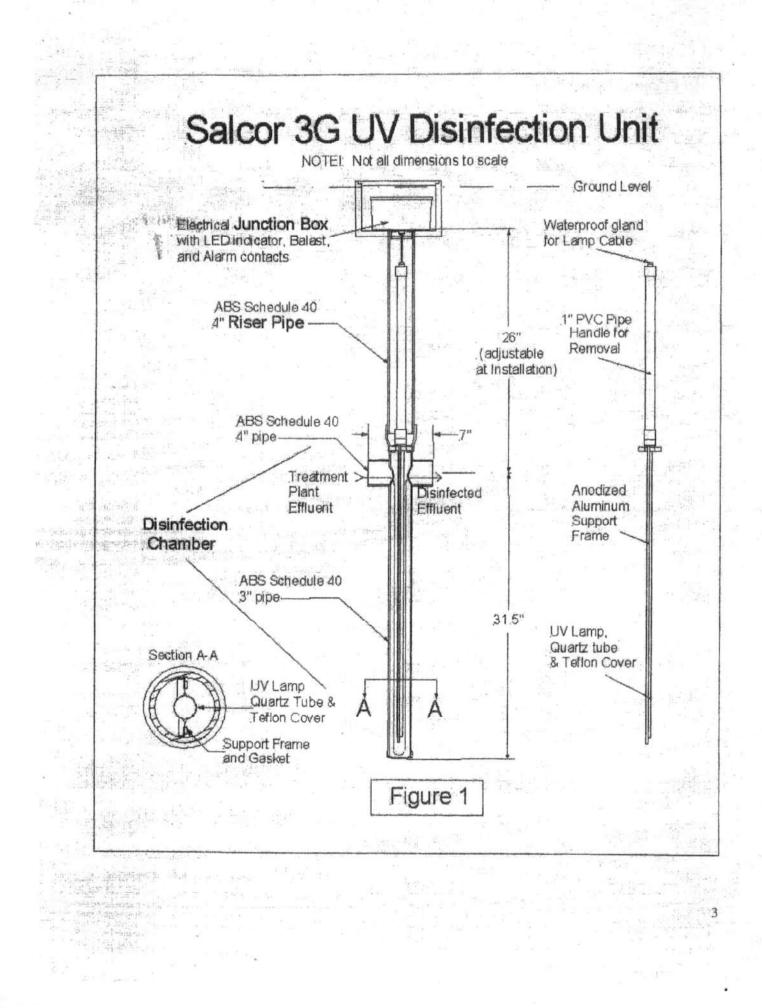
9. FLOW AND DOSING

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)).

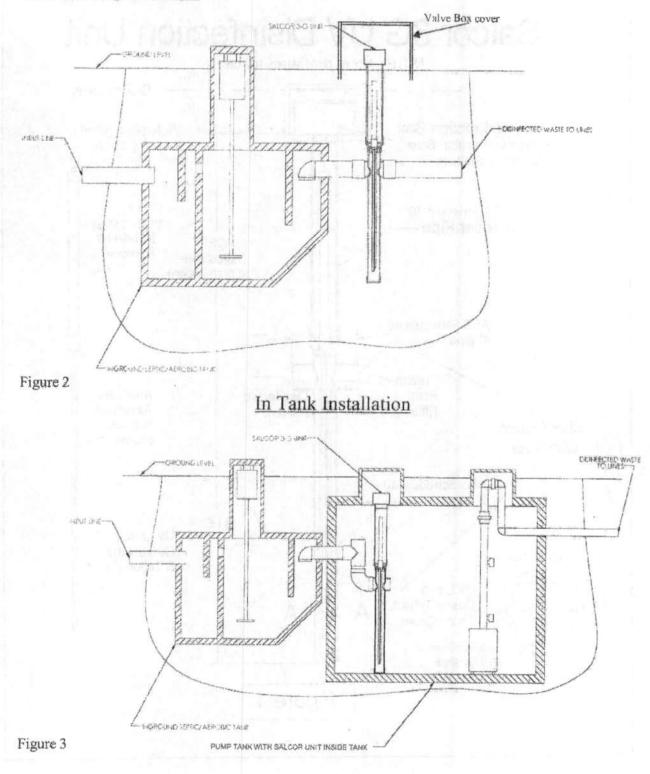
10.WARRANTY

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 parties detective or fails to perform as specified when operating at design conditions, and if the equipment has been installed and is being operated and maintained in accordance with the written instructions provided by Bio-Microbics, Inc., Bio-Microbics, Inc., Will repair or replace of its discretion such detective parts free of charge. Detective ports must be returned by owner to Bio-Microbics, Inc., Stactory postage participation, and if the equipment has been installed and is appendent statistical form replacement of the detective parts and from installation of parts furnished under this warranty and regular maintenance items such as filters or bubb shall be barne by the owner. This warranty does not cover general system misus, earotor components which have been disassembled by unauthorized persons, improperly installed or damaged due to othered or improper wing or overfood protection. This warranty does not include any of the structure wing, plumbing, duringing, step/ic tank or disposal system. Bio-Microbics, Inc., the warranty oppies only to the literation and does not include any of the structure wing, plumbing, duringing, step/ic tank or disposal system. Bio-Microbics, Inc., the warranty oppies only to the literation and does not include any of the structure wing, plumbing, duringing, step/ic tank or disposal system. Bio-Microbics, Inc., the warranty oppies only to the literation and/or design of the FAST system, or any component pail or parts thereol, without incursing any obligation to make such changes ar modifications in present equipment. Bio-Microbics, Inc. is not responsible for consequential or includental domages of any nature resulting from such things as but not limited to, defect in design, malterial, or warkmarsho, or delays in delays, in delays, and Para. His wARRANTY 6I N LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPUED, BIO-MICROBICS SPECIFICALLY DISCLAIMS ANY IMPUED wARRANTY OF MERCHANTABILITY OR FINESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OR PERSO	DO NOT SCALE UNLESS NOTED DIMENSIONS ARE IN INCHES [CENTIMETERS] TOLERANCES ± 0.02 IN/IN [± 0.05 CM/CM]	BIO MICROBIO BETTER WATER BETTER W MicroFAST 0.50 FAST Unit	ORLD*
	WEIGHT Ib	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 BIO-MICROBICS © 2014	NAME DATE DRAWN CTC 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	



In Ground Installation



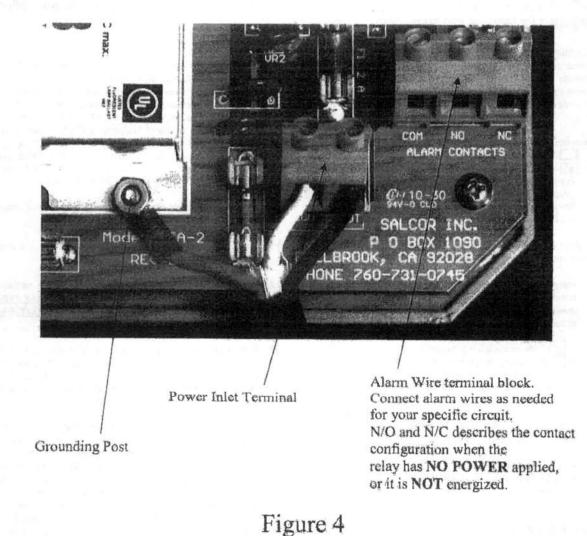
8

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.



10

Contract Number: Durham

SERVICE AND MAINTENANCE CONTRACT

- Parties. This contract ("Agreement" or "Contract") is between Meinco Septic Systems, Inc., ("Meinco") and <u>Cole Durham</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 <u>4813 Hwy 67, Benton, AR 72015</u>, 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>3 months</u> and described more specifically below (hereinafter referred to as "Service Work"). Meinco and Client agree that the involced 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 Melnoo will replace materials necessary to keep the septic system operating efficiently (chlorine tablets, UV light bulbs, floats, filters, etc.). Meinco and Client agree that Melnoo 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 Melnoo will use a third party laboratory, Environmental Services Inc., for any sampling that is required under this Contract. In such event, Melnoo shall submit to Client a laboratory fee of \$125 and Client will promptly pay the same.
- Services Provided. Melnico 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. If it is paragraph is inapplicable.
 II. If 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 $\underline{24}$ 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 500 gallons per day

- 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 Melnoo access to the septic system as well as its parts and components.
- 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 obligations shall not negate, abridge, or otherwise reduce the rights or obligations of indemnity which would otherwise exist to a party or person described in this paragraph.

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

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

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

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

Meinco Septic Systems, Inc.

Michael Al. Tu

9/2/20 Date

0/1/2020

Page 2 of 2



Arkansas Department of Health 4815 West Markham, 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.
- 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.
- That the Arkansas Department of Health may monitor the system as to its operation capabilities.
- 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).
 - 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: (Property Owner) (Health Department) 10-23-2020 DATE:

EHP-35 (R 1/13)

9-29-2020

To whom it may concern,

I own the property known as 4809 Hwy 67, Benton, AR 72015. I share the north boundary of 4913 Hwy 67. I am aware that an application for an individual onsite wastewater system permit is being submitted requesting consideration for not being able to meet the 150' property line setback requirement for a surface discharge of treated effluent. I understand that my property is upslope and approximately 100' from the proposed point of discharge and I do not have any issue with the approval of the application. Please feel free to contact me at 501-425-4026 or address stated above for any further correspondence.

Sincerely, Mille Durlon

Mike Durham

