| ARKANSAS DEPARTMENT OF ENVI NOTICE OF INTI INDIVIDUAL TREATMENT NPDES GENERAL PERMI | ENT TFACILITIES | |
|---|---|-----------|
| Application Type: New 🛛 Renewal | (Permit # ARG55) | |
| I. PERMITTEE/OPERATOR INFORMATION | | |
| Permittee (Legal Name):Beard and Lady LLC | Operator Type: | |
| Permittee Mailing Address: 411 E Front Ave | | hip |
| Permittee City: Chester | \square | F |
| Permittee State: AR Zip: 72934 | Sole Proprietorship/Private | * |
| Permittee Telephone Number:919-532-9881 | | |
| Permittee Fax Number: | The legal name of the Permittee mu | st be |
| Permittee E-mail Address: Info@beardandlady.com | fuctificat to the name fisted with | the |
| | • | · · · · · |
| II. INVOICE MAILING INFORMATION (Home owners are exem | pt.) | |
| Invoice Contact Person: Lacey Hendrix | City: <u>Chester</u> | |
| Invoice Mailing Company: _ Beard and Lady LLC | State: AR Zip: 729 | 34 |
| Invoice Mailing Address: 411 E Front Ave | Telephone:919-532-9881 | |
| | ontact Person: Lacey Hendrix | |
| 1 | none Number: 919-532-9881 | |
| | , State & Zip: <u>Chester, AR 72934</u> | |
| Facility Latitude: 35 Deg 40 Min 44.31 Sec Facility Long | gitude: | <u>c</u> |
| Accuracy: Method: : | Scale: Description: | |
| IV. DISCHARGE INFORMATION | A Augusta and | |
| | | |
| Outfall Number: 001 Stream Segment: 3H Hydrologic B | Flow: <u>675</u> gpd (Gallons per Day asin Code: 1110201 |) |
| Outfall Latitude: 35 Deg 40 Min 44.96 Sec Outfall Longi | tude: -94 Deg 10 Min 26.39 Sec | |
| Accuracy: Method: : | Scale: Description: | |
| Type of Treatment: Bio Microbics Microfast 0.75 with UV and Post A | | |
| · · · · · · · · · · · · · · · · · · · | | |
| V. FACILITY PERMIT INFORMATION | | |
| NPDES Individual Permit Number (If Applical | | |
| NPDES General Permit Number (If Applical State Construction Permit Num | how | |
| NPDES General Construction Stormwater Permit Number (If Applical | | |
| VI. OTHER INFORMATION: | | |
| WATER DIVISIC 5301 NORTHSHORE DRIVE / NORTH LITTI PHONE 501-682-0623 / FAX www.adeq.state.ar. - 5 - | LE ROCK, ARKANSAS 72118 501-682-0880 | |

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

| Consultant Contact Name: | David Meints | | | | | | |
|---------------------------|----------------|---------|----------|-------------|------|--------------|--------------|
| Consultant Email Address: | _david@meincow | astewat | ter.com | | | | |
| Consultant Address: | PO Box 1001 | City: | Bryant | State: | AR | Zip: | <u>72089</u> |
| Consultant Phone Number: | 501-804-0837 | | Consulta | nt Fax Numb | ber: | 501-821-4048 | |

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

Disclosure Statements:

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

VII. CERTIFICATION OF OPERATOR

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

- [1] (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: Lacey Hendrix | Title: Owner |
|--|---------------------------|
| Responsible Official Signature: <u>Lacuy Hundrip</u> | Date: 03/18/2021 |
| Responsible Official Email: <u>info@beardandlady.com</u> | |
| Cognizant Official Printed Name: David Meints | Title: Class III Operator |
| Cognizant Official Signature: D_la. M_k | Telephone:501-804-0837 |
| Cognizant Official Email: <u></u> | |

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! | | | | | | |
|-------------|----|--|--|--|--|--|--|--|
| \boxtimes | | | | | | | | |
| \boxtimes | | Check Number: 5742 | | | | | | |
| \boxtimes | | | | | | | | |
| \boxtimes | | | | | | | | |
| \boxtimes | | | | | | | | |
| | | | | | | | | |

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

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY DISCLOSURE STATEMENT

| | | | - | |
|--------------|----------|---------------|-------------------|---|
| T | f | | of this Document: | |
| Instructions | TOP TD4 | e completion | of this lincument | • |
| mon ucnono | TAT ATTA | / Compication | | |

- A. Individuals, firms or other legal entities with no changes to an ADEQ Disclosure Statement, complete items 1 through 5 and 18.
- B. Individuals who never submitted an ADEQ Disclosure Statement, complete items 1 through 4, 6, 7, and 16 through 18.
- C. Firms or other legal entities who never submitted an ADEQ Disclosure Statement, complete 1 through 4, and 6 through 18.

If Not Submitting by ePortal, Mail Original to: ADEQ DISCLOSURE STATEMENT [*List Proper Division(s)*] 5301 Northshore Drive North Little Rock, AR 72118-5317

| 1. APPLICANT: (Full Name) |
|---|
| Beard and Lady LLC |
| 2. MAILING ADDRESS (Number and Street, P.O.Box Or Rural Route) : |
| 411 E Front Avenue |
| 3. CITY, STATE, AND ZIPCODE: |
| Chester AR 72934 |
| |
| 4a. Applicant Type: |
| Individual Corporate or Other Entity |
| 4b. Reason for Submission: |
| Permit License Certification Operational Authority |
| New Application Modification Renewal Application (If no changes from previous disclosure statement, complete number 5 and 18.) |
| 4c. Division: |
| 🗌 Air 📝 Water 🔲 Hazardous Waste 📄 Regulated Storage Tank 📄 Mining 📄 Solid Waste |
| |
| |
| 5. Declaration of No Changes: |
| The violation history, experience and credentials, involvement in current or pending environmental lawsuits, civil and criminal, have not changed since the |
| last Disclosure Statement that was filed with ADEQ on |
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6. Describe the experience and credentials of the Applicant, including the receipt of any past or present permits, licenses, certifications or operational authorization relating to environmental regulation. (Attach additional pages, if necessary.)

N/A

7. List and explain all civil or criminal legal actions by government agencies involving environmental protection laws or regulations against the Applicant * in the last ten (10) years including:

1. Administrative enforcement actions resulting in the imposition of sanctions;

2. Permit or license revocations or denials issued by any state or federal authority;

3. Actions that have resulted in a finding or a settlement of a violation; and

4. Pending actions.

(Attach additional pages, if necessary.)

N/A

* Firms or other legal entities shall also include this information for all persons and legal entities identified in sections 8-16 of this Disclosure Statement.

| 8. List all officers of the Applicant. (Add | additional pages, if necessary.) |
|--|---|
| NAME: N/A | TITLE: |
| STREET: | |
| CITY, STATE, ZIP: | |
| | |
| | TITLE: |
| | |
| CITY, STATE, ZIP: | |
| | |
| i i | TITLE: |
| | |
| CITY, STATE, ZIP: | ······ |
| 9. List all directors of the Applicant. (Add | d additional pages, if necessary.) |
| | |
| | TITLE: |
| | |
| | |
| NAME: | TITLE: |
| 1 | |
| | |
| 1 | |
| NAME: | TITLE: |
| 1 | |
| | |
| | |
| 10. List all partners of the Applicant. (Ad | |
| NAME: <u>N/A</u> | TITLE: |
| SIREE1: | |
| | |
| , | |
| | TITLE: |
| STREET: CITY, STATE, ZIP: | |
| CITT, STATE, ZIP: | |
| l. | |
| | TITLE: |
| STREET: | |
| ····· | |
| 11. List all persons employed by the Appli | cant in a supervisory capacity or with authority over operations of the facility subject to this application. |
| name: N/A | TITLE: |
| | |
| CITY, STATE, ZIP: | |
| | |
| | TITLE: |
| | |
| CITY, STATE, ZIP: | |
| | |
| NAME: | TITLE: |
| | |
| CITY, STATE, ZIP: | |
| | |

| 12. List all persons or legal entities, who ow | n or control more than five percent (5%) of the Applicant's debt or equity. |
|---|---|
| name: <u>N/A</u> | TITLE: |
| STREET: | |
| CITY, STATE, ZIP: | |
| | |
| | TITLE: |
| | |
| | |
| | |
| | TITLE: |
| | ······································ |
| | |
| 13. List all legal entities, in which the Applic | ant holds a debt or equity interest of more than five percent (5%). |
| NAME: N/A | TITLE: |
| | |
| CITY, STATE, ZIP: | |
| | |
| | TITLE: |
| | |
| CITY, STATE, ZIP: | |
| | |
| | TITLE: |
| | |
| CITY, STATE, ZIP: | |
| | |
| | |
| | t. Describe the parent company's ongoing organizational relationship with the Applicant. |
| 14. List any parent company of the Applican | t. Describe the parent company's ongoing organizational relationship with the Applicant. |
| 14. List any parent company of the Applican NAME: <u>N/A</u> | t. Describe the parent company's ongoing organizational relationship with the Applicant. |
| 14. List any parent company of the Applican | .t. Describe the parent company's ongoing organizational relationship with the Applicant. |
| 14. List any parent company of the Applican NAME: <u>N/A</u> STREET: | .t. Describe the parent company's ongoing organizational relationship with the Applicant. |
| 14. List any parent company of the Applican NAME: <u>N/A</u> STREET: | .t. Describe the parent company's ongoing organizational relationship with the Applicant. |
| 14. List any parent company of the Applican NAME: <u>N/A</u> STREET: | .t. Describe the parent company's ongoing organizational relationship with the Applicant. |
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| 14. List any parent company of the Applican NAME: <u>N/A</u> STREET: | .t. Describe the parent company's ongoing organizational relationship with the Applicant. |
| 14. List any parent company of the Applican NAME: <u>N/A</u> STREET: | .t. Describe the parent company's ongoing organizational relationship with the Applicant. |
| 14. List any parent company of the Applican NAME: <u>N/A</u> STREET: | .t. Describe the parent company's ongoing organizational relationship with the Applicant. |
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| 14. List any parent company of the Applican NAME: N/A STREET: | t. Describe the parent company's ongoing organizational relationship with the Applicant. |
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| 14. List any parent company of the Applican NAME: N/A STREET: | t. Describe the parent company's ongoing organizational relationship with the Applicant. |
| 14. List any parent company of the Applican NAME: N/A STREET: | t. Describe the parent company's ongoing organizational relationship with the Applicant. |
| 14. List any parent company of the Applican NAME: N/A STREET: | t. Describe the parent company's ongoing organizational relationship with the Applicant. |
| 14. List any parent company of the Applican NAME: N/A STREET: | t. Describe the parent company's ongoing organizational relationship with the Applicant. |

| jurisdiction and who th | o is not now in compliance or has a history of noncompliance with the environmental laws or regulations of this state or any other rough relationship by blood or marriage or through any other relationship could be reasonably expected to significantly influence ner which could adversely affect the environment. |
|--|--|
| NAME: N/A | TITLE: |
| STREET: | |
| CITY, STATE, ZIP: | |
| NAME: STREET: CITY, STATE, ZIP: | TITLE: |
| | |
| 17. List all federal env Applicant. | ronmental agencies and any other environmental agencies outside this state that have or have had regulatory responsibility over the |
| N/A | |
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18. VERIFICATION AND ACKNOWLEDGEMENT

The Applicant agrees to provide any other information the director of the Arkansas Department of Environmental Quality may require at any time to comply with the provisions of the Disclosure Law and any regulations promulgated thereto. The Applicant further agrees to provide the Arkansas Department of Environmental Quality with any changes, modifications, deletions, additions or amendments to any part of this Disclosure Statement as they occur by filing an amended Disclosure Statement.

DELIBERATE FALSIFICATION OR OMISSION OF RELEVANT INFORMATION FROM DISCLOSURE STATEMENTS SHALL BE GROUNDS FOR CIVIL OR CRIMINAL ENFORCEMENT ACTION OR ADMINISTRATIVE DENIAL OF A PERMIT, LICENSE, CERTIFICATION OR OPERATIONAL AUTHORIZATION.

COMPLETE THIS SECTION ONLY IF SUBMITTING OTHER THAN BY EPORTAL:

I, <u>Lacey Hendrix</u>, 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 who manage the system, or those 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 fines and imprisonment for knowing violation.

| APPLIC SIGNA | CANT FURE: <u>Lacey Hendrig</u> | |
|-----------------|------------------------------------|-------|
| TITLE: | Owner | |
| DATE: | 04/01/2021 | _ |

| - | | | | | | | | | | | | | | |
|---|--|---|-----------------------------------|--|------------------------|---------------------------|--|-----------------------|--|---|---|-------------------|---------|--|
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| | | <u>Arkan</u> Envir | epartment of al Health Protect | <u>h</u> | | | R | aceipt | Number 9123 | 37 | | | | |
| | Individual On: | Idual Onsite Wastewater System Permit Application | | | | | | | Fee Schedule for t | Structur | 25 | | 1 | |
| | Permit Type | | New Installation | | | | | sq ft or less | | | 30:00 45:00 | | | |
| | Alteration / F | | | | úr | | | | than 1500 sq ft and up than 2000 sq ft and up | | | 90.00 | | |
| | · | | 121 | | | | | | than 3000 sq ft and up | | | 120.00 | | |
| | DR Environment | | | ب است است ا | -121 | 101 | | | than 4000 sq fl | | | 150.00 | | |
| | 7 6 0 | 1 0 5 | 5 5 | 5 4 7 | /" | OV | Atteration | n and R | epair | | | \$ 30.00 | | |
| | Part 1 Applic | ation | Trea | tment Type (cheo | ck one) | | | | Disposal Method | l (che | ck one) | | | |
| | STD = Standan | Septic Tank nt Sand Filter ary Media Filf | r 🗍 ter 🗆 | ATU = Aerobic Treats RSF = Re-circulating RGF = Re-circulating HLD = Holding Tank | Sand Filte | r [Z]≴ ter ⊡(| STD = Slan SUR = Sun SPF = Cap STH = Othe | ace Disi ping Fili | charge [| HLD | Low Pressure Holding Tank Serial Distribut Drip Imgation | | | |
| | 1. Owner's/App | licant's Nan | | | | | | | 2. Phone Number | | | | | |
| | Beard & La | | | | c/o.La | acey Hen | drix | | (919) 532-9881 4. County | | <u> </u> | | | |
| | 3. Mailing Addn 411 E Fror | t Avenue. | Cheste | r, Arkansas 729 | 34 | | | | Crawford | | | | | |
| | 5. Address of P | roposed Sy | stem (ff | a 911 address is n | ot availat | ble, attach | detailed o | lirectio | ns or map) | | | | | |
| | 411 E From 6. Subdivision 1 | | Cheste | r, Arkansas 7293 | | roval Date | r | 8. Di | ale Recorded | | 9. Lot Numb | er | | |
| | Chester | Selling | | | n/a | 1 | | | la | | 8/9 1 | 8/9 1 | | |
| | - 10. Lot Dimensi | 54 (| | | 11. To 0.3 | tal Area (A | (cres) | | #Bedrooms #Peop Commercial | le | 13. Daily Flo 675 | w (GPU) | · [| |
| | 100' x 140' | | of Prope | rty (Attach a separ | | | if nocess | | | | | | | |
| | Section 27 | , Township | o 12 No | rth, Range 30 W | est, Cra | wford Co | unty Ark | ansas | | | | | | |
| | 15. Water Supr Public Wa | | supplier | , if Public Water) | | | GPS Co 6,679098 | | | 67919 | 30, -94.1740 | 01 POD | | |
| | 17. Loading Ra | tes (gpc | <u>d/ft²)</u> | 18. System Spec | ifications | | | | | | | | | |
| | Primary Area | n/a | | a. Size of Septic 1 | Fank | 1000 | ga | <u> 1</u> | Trench Depth | n/a | | inches | | |
| | Secondary Area | n/a | | b. Size of Dose To | ank | n/a | ga | | Trench Spacing | و المحمد ا | | | feet | |
| | Percolation Tes | t (mir | n/in) | c. Absorption Area | 8 | n/a | <u>ft²</u> | <u>h</u> | . Trench Media (List | Below | () | - | h Width | |
| | Primary Area A | | | d. Number of Field | d Lines | n/a | | | n/a | · · · · | | | in | |
| | Secondary Area | n/a | | e. Length of Field | Lines | n/a | ft | | 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 an soil conditions have changed after approval of this permit, or if the information within this permit is inaccurate or has been found the misrepresented. Approval for operation does not constitute a guarantee that the system will function properly. The approval states that system was designed and installed according to the Arkenses Department of Health, Rules and Regulations Pertaining to Onsite Wastew Systems, unless there are exceptions or deviations noted in the comments. A Permit for Construction is valid for one (1) year from the data 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 Signature | | | | | | | | id to be that the stewater e date of | | | | | |
| | Owner/Applica | t Signature | | icey yrend | ing | | | | Date | | · · · · · · · · · · · · · · · · · · · | | | |
| | 20. I certify th | tify that I have conducted the above tests and that the above listed information is in accordance with the latest requirements of the neas Department of Health Rules and Regulations Pertaining to Onsite Wastewater Systems. | | | | | | | | he | | | | |
| | | Department of Health Rules and Regulations Pertaining to | | | | | | | | S | ioil Certified | 🖉 Yes | 🗌 No | |
| | | Designated F | | tative Signature | | | 10 |)/18/20 | Title 020 | 5 | 01-821-383 | 7/501-80 | 04-0837 | |
| | | | Pr | int Name | | | | | Date | | Phone | Number | | |
| | 21. Approval o The inform Health Rul | ation and st | necificat | ions in the applicat Pertaining To Onsi | ion has b ite Waste | been revier swater Sys | ved and f tems: A | ound to PERMI | o meet the requirem | ents o CTION | f the Arkensas is hereby issu | : Departn Ied. | nent of | |
| | <u>م</u> | an | 16 | hem | | | | 73 | 33 | | 11-18 | -20 | 120 | |
| | EU0-10/0.9/121 | | iental Sp | ecialist Signature | | | | Ē | HS Number | | Date | | | |

Individual Onsite Wastewater System Permit Application

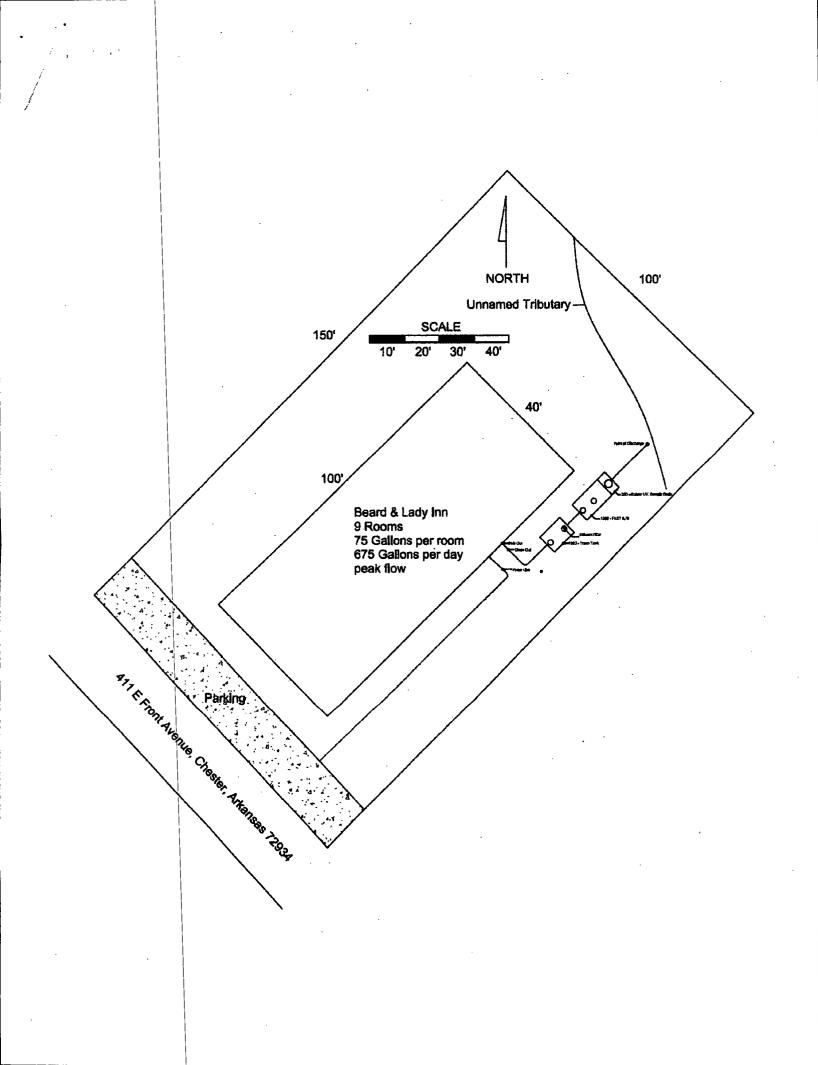
| Receipt Number |
|----------------|
| |

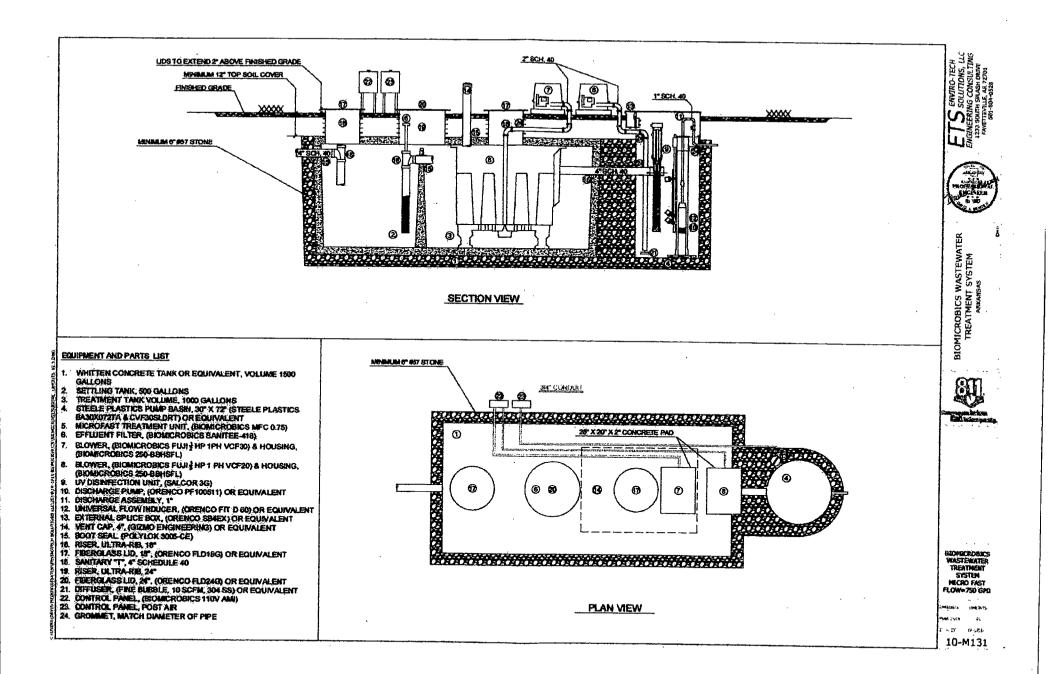
Continue Part 1 22. Soil Criteria (Primary Area) Indicate the depth to items a-f, if observed in the soil (designate in inches) a. Bedrock b. BSWT c. MSWT d. LSWT e. Adj. MSWT | f. Adj. LSWT g. H.C./Depth h. Loading Rate (gpd/it²) n/a n/a n/a n/a n/a n/a n/a n/a 23. Soil Criteria (Secondary Area) indicate the depth to items e-f, if observed in the soil (designate inches) 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/e 24. Seesonal Water Table (SWT) Classes Detail Primary Area List Redoximorphic Features and/or Clay Content Restrictions Brief ĬN nla Moderate in n/a Long in n/a Secondary Area List Redoximorphic Features and/or Clay Content Restrictions Brief 'n n/a Moderate in n/a Long ÌN n/a Comments Existing WW system in disrepair. No adequate room for disposal site. Propose Bio-Microbics FAST 0.75 with surface discharge to tributary crossing the back of the property. NPDES permit required. Based flow on regulations for Resort Hotels and Cottages. 75 gpd per room. 9 rooms are under construction.

Part 2 Installation inspection

| Septic tank manufacturer | | | | | | | |
|--|-----------------------------------|--|--|--|--|--|--|
| Winiten Concrete | Pump information Zoeller BN-53 | | | | | | |
| Septic tank material Concrete | Trench media and width | | | | | | |
| Dose tank manufacturer Whitten Concrete | Depth of interceptor drain | | | | | | |
| Dose tank material Concrete | Depth of settled fill | | | | | | |
| Name of Installer David A. Meints | License Number 0925125 | | | | | | |
| Installation Inspected by Check one or installer signs System Installation Vertification below) | | | | | | | |
| Signature | EHS / License Number Date | | | | | | |
| System Installation Ventication I have installed this system as designed and in compliance with all Rules and Regulations Pertaining to Onsite Wastewater Systems. | | | | | | | |
| Installer Signalure | License Number Date | | | | | | |
| Part 3 Permit for Operation | | | | | | | |
| The information contained in Part 1 and 2 of this form has been reviewed and found to meet the requirements of the Arkenses Department of Health. THE PERMIT FOR OPERATION of this system is hereby issued. | | | | | | | |
| Environmental Health Specialist | EHS Number Date | | | | | | |
| Comments | | | | | | | |
| Site Revalidation conducted by (check one) | alist a Designated Representative | | | | | | |
| Signature | EHS / License Number Date | | | | | | |

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





Specifications for MicroFAST 0.50 Wastewater Treatment System

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 principalitems 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 [17001] 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. OF EXAMPLE 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 (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-biodearadable or industrial wastewater.

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 roving 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.

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 filter with metal filter and filter the 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.

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 two-place, rectangular housing shall be provided. The discharge air line from the blower to the MicroFAST® System shall be provided and installed by the contractor.

The electrical source should be within 150 feet [45 meters] of the blower consult local codes for longer witing distances. All witing must conform to all applicable codes (IEC, NEC, etc.). Witing distances must prevent significant voltage loss, input power on 60Hz electrical systems 110/220VAC, 1(2, 3,5/1.7 FLA, on 50 Hz electrical systems 220VAC, 1(2, 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,

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 glam silence button is included.

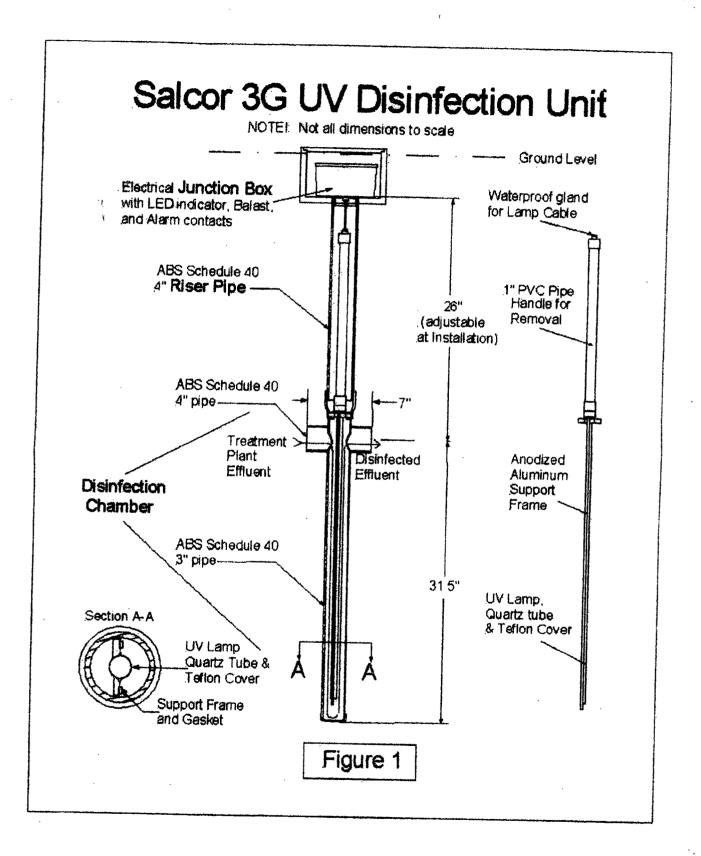
8. INSTALLATION AND OPERATING INSTRUCTIONS

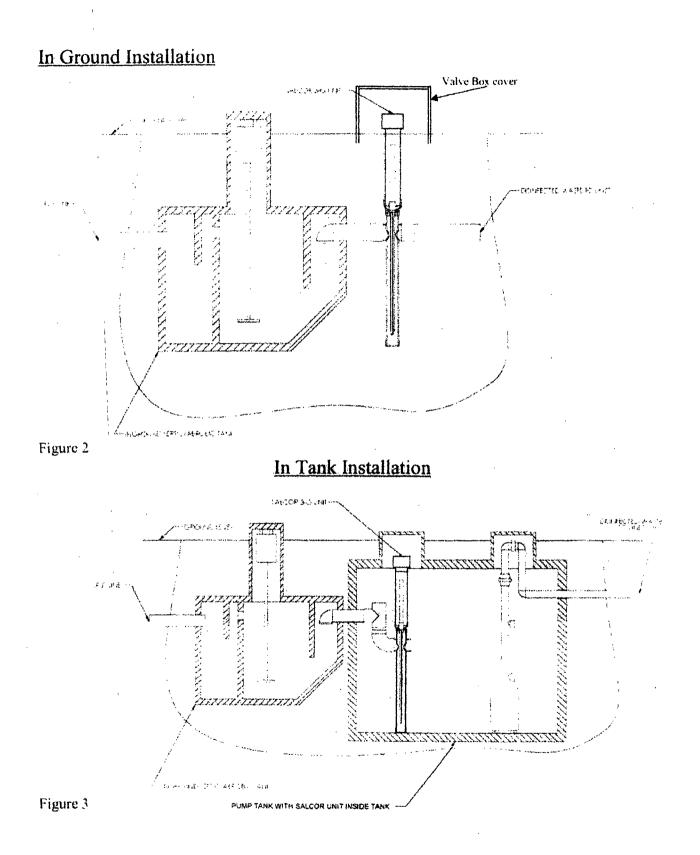
All work must be done in accordance with local codes and regulations. Installation of the FAST 0.50 shall be done in accordance with the written instructions provided by the manufacturer. Manuals shall be furnished, which will include a description of system installation, operation, and maintenance procedures.

A rest and beams 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 has not in the part of exceed 10% of the design daily flow 150 gph (190 LPHI).

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 faits to perform a specified when operating of design conditions, and if the equipment has been installed and is being operated and mohidined in accordance with the withen instructions provided by Bio-Microbics. Inc., Bio-Microbics, Inc. will repair or replace of its discriptions and of other defective parts tree of charge. Defective parts must be rehuned by owner to Bio-Microbics. Inc. Will repair maintenance items such defective parts tree of charge. Defective parts must be rehuned by owner to Bio-Microbics. Inc. Will repair maintenance items such a generate sputting from replacement of the defective parts must be rehuned by owner to Bio-Microbics. Inc. This warranty on a regular maintenance items such a generate sputting from replacement of the defective parts and from installation of parts turnished under this warranty of a regular maintenance items such a components that have been discussembled by unautificated perions, important parts and there wing, plumbing, drainage, specific and solution. The warranty of the teatment plant and degenoting determine that the rest of charge of any reserves the eight to revise change or modely the construction and/or design of the FAST system, or any component part inclinated and uses of any nature resulting from to make such changes or incidential design. Individed period, the short component be for consequentities or incidential damages of any nature resulting from such things as, but not limited to, defect in design. Martingt, and wards in deps in defective, reparts. This warranty of MEC ANTABELITY OF MINECHANTAGE OF ANY OF ANY ANY OF ANY ANY OF MISCHANTAGE. NO APPLICE ANY OF MISCHANTAGE. NO REPRESENTATIVE OR PERSON IS AUFHORIZED TO GIVE ANY ON REPARTS IN A PARTICILAR PURPOSE. WARRANTY OF MERCHANTABELITY OF MINECHANTAGE OF APARTCILAR PURPOSE. | DO NOT SCALE UNLESS NOTED DIMENSIONS ARE IN INCHES [CENTIMETERS] TOLERANCES ± 0.02 IN/IN [± 0.05 CM/CM] | |
|--|--|--|
| OTHER LABUTY IN CONNECTION WITH THE SALE OF ITS PRODUCTS, CONACT YOU NEED CLARING AN POLL CHARTER AND | WEIGHT D | STE 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 WIRITEN PERMISSION OF BIO-MICROBICS INC. IS PROHBITED. DESIGN AND INVENTION RIGHTS ARE RESERVED. IN THE INTEREST OF EXCIDENCE OF ANY ANCEMENT, ALL PRODUCTS ARE SUBJECT TO DESIGN AND OR MATERIAL CHANGE WITHOUT NOTICE. | NAME DATE DRAWN CIC 12/16/2006 CHECKED PF 9/18/2013 | A MICTOPASINE 0.30 Specifications 3 OF 4 |





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.

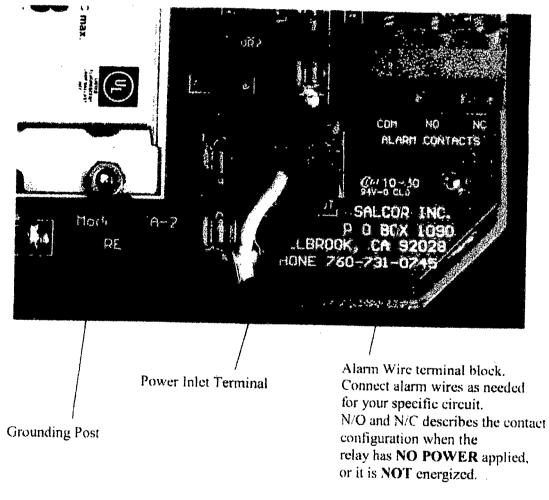


Figure 4

SERVICE AND MAINTENANCE CONTRACT

- 1. Parties. This contract ("Agreement" or "Contract") is between Meinco Septic Systems, Inc., ("Meinco") and Beard & Lady Inn_____, ("Client"), referred to individually as a "Party" and collectively as the "Parties."
- 3. Service Fees. Client agrees to pay Meinco <u>One Hundred Fifty Dollars</u> (<u>\$150.00</u>) 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 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 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, GTS, Inc. sampling that is required under this Contract. In such event, Meinco shall submit to Client a laboratory fee of \$ 125.00 and Client will promptly pay the same.
- 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 peragraph 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>3</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
- 8. Flow Requirements. This contract shall be null and void if septic system itow exceeds 750 gallons per day _____.

- 9. Modification to System. If the septic system is modified, abused, mis-used, or altered, then Meinco's responsibility to service or meintain the septic system is terminated. Meinco may remedy such conditions by replacing parts or correcting defects. If Meinco makes such changes to the septic system, then it may charge to client the costs of repairs, modifications, parts, and labor. Meinco may, at its discretion, seek payment in advance of making any repairs or modifications to the septic system. In such event, Meinco shall not be responsible for any damage or adverse effects for its delay in making repairs or modifications to the septic system.
- 10. Access to System. Client agrees to provide Mainco 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> <u>THIS CONTRACT AT ANY TIME AND WITHOUT PREVIOUS</u> 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 undentaken or resulting out of eperations 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.

- Assignment. Client agrees that even though this is a contract for services, Meinco may assign this Contract to any third party without written notice to Client.
- 16. Bilateral Contract. Meinco and client specifically agree that Client is seeking Meinco's promise to perform and not its performance.
- 17. Claims Against Meinco. Client shall give Meinco written notice of all claims within five (5) days of Client's knowledge of facts giving rise to the event for which claim is made. Otherwise, such claims shall be deemed waived by Client. All unresolved claims, disputes, and other matters in question between Meinco and Client shall be resolved in the menner 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. Waiver of Agreement Terms. Meinco, at its sole discretion and leisure, may waive any term in this Agreement. Such waiver shall not, under any conditions or circumstances, constitute a modification of this Agreement. Additionally, such wavier shall not, under any conditions or circumstances, constitute a course of performance, course of dealings, or trade usage between Meinco and Client. Any waiver by Meinco shall be limited to a single incident or event. No waiver of any term of this Agreement is valid unless it is in writing, signed by Meinco, and attached to this Agreement as an addendum. It is the responsibility and duty of Client to draft any written weiver 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 egree 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).

D-la. N-d

Meinco Septic Systems, Inc.

| | 120 | |
|---------|-------------|-------|
| Date | *********** | |
| 1022020 | an | |
| TURANER | 1/20 | |
| | | - |

10/000000

Lacey Hendrix



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:

- 1. 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.
- 3. 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.
- 6. That the Arkansas Department of Health is granted permission to make such inspections as deemed necessary.
- 7. 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.

| Laceu | | | | acey Hendrig | | | | | | | SIGNED: Alm Vern | | |
|-------|------------------|---|---|--------------|---|---|---|--------------|---|---------------------|---------------------|--|--|
| | (Property Owner) | | | | | | | NOR) | | (Health Department) | | | |
| _ | 1 | 0 | 1 | 2 | 0 | 1 | 2 | 0 | 2 | 0 | _ DATE: //- /8-2020 | | |

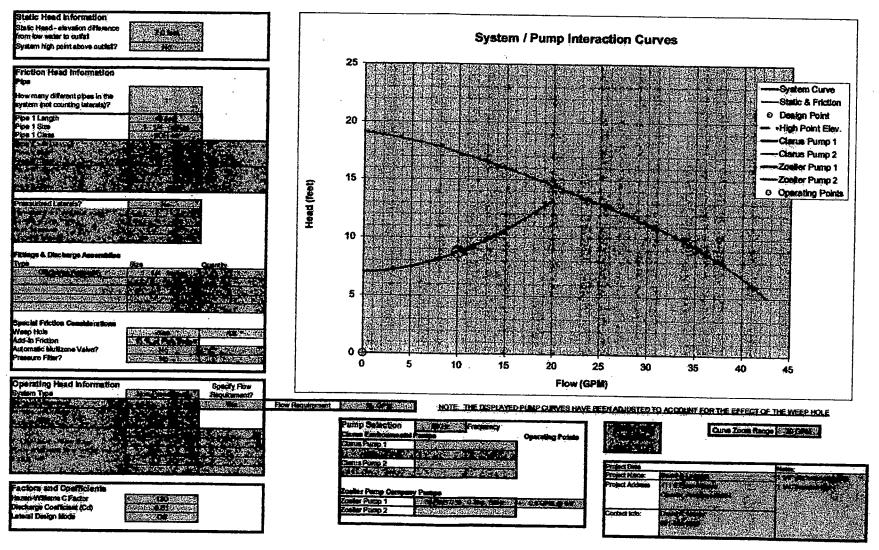
EHP-35 (R 1/13)



Zoeller Company



System Head Curve and Pump Selection Tool

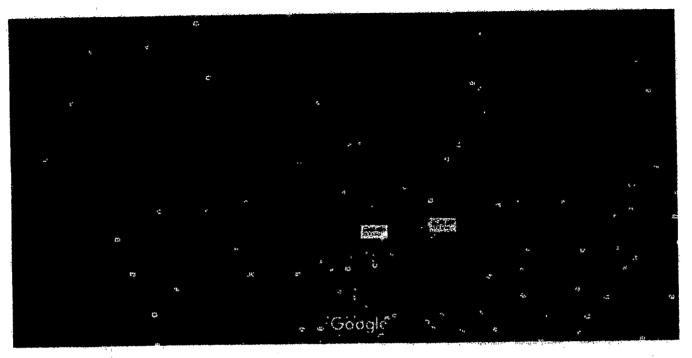


Version 4.00

10/18/2020

Google Maps

Crawford County Health Clinic to 411 East Front Avenue, Chester, AR Drive 22.4 miles, 24 min



Imagery ©2020 TerraMetrica, Map data ©2020 2 mi

Crawford County Health Clinic

2040 Chestnut St. Van Buren, AR 72956

Get on I-540 from US-64 E/US-71 BUS N

| | | 5 | min (1.6 mi) |
|---|------------|--|--------------|
| t | 1. | Head east | |
| | À | Restricted usage road | |
| | | | 210 ft |
| t | 2. | Continue onto S 21st St | |
| | ۵ | Restricted usage road | |
| | | | 413 ft |
| 1 | 3 . | Turn left onto Kibler Rd/Main St | |
| | | · | 33 ft |
| Þ | 4. | Sharp right onto US-64 E/US-71 BUS N | |
| | | | 1.3 mi |
| 8 | 5. | Use the right lane to take the I-540 N ram | p to I- |
| | | 40/Little Rock/Oklahoma City | |
| | | | 0.2 mi |
| | | | |

Follow I-40 E and I-49 N to AR-282 W/E Front Ave in Chester. Take exit 34 from I-49 N

18 min (19.9 mi)

A 6. Merge onto I-540

0.4 mi

10/18/2020 Crawford County Health Clinic to 411 East Front Avenue, Chester, AR - Google Maps 7 Take exit 1B for I-40 E/I-540 N toward Little Rock 7. 0.2 mi t 8. Merge onto I-40 E and the manufacture of the second P 9. Take exit 12 for I-49 N toward Fayetteville 0.8 mi t 10. Continue onto I-49 N 138 m/ P 11. Take exit 34 to merge onto AR-282 W/E Front Ave 03mj 12. Merge onto AR-282 W/E Front Ave X Destination will be on the right

2min (0.9 mi)

411 E Front Ave

Chester, AR 72934

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Search Incorporations, Cooperatives, Banks and Insurance Companies

Printer Friendly Version LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

Begin New Search

For service of process contact the Secretary of State's office.

| Corporation Name | BEARD AND LADY LLC |
|--------------------------------|--|
| Fictitious Names | |
| Filing # | 811286413 |
| Filing Type | Limited Liability Company |
| Filed under Act | Domestic LLC; 1003 of 1993 |
| Status | Good Standing |
| Principal Address | 411 E FRONT AVE CHESTER, AR 72934 |
| Reg. Agent | LANCE M HENDRIX MR. LANCE M HENDRIX MR. |
| Agent Address | 411 E FRONT AVE |
| | CHESTER, AR 72934 |
| Date Filed | 01/27/2021 |
| Officers | LACEY L HENDRIX MRS., Incorporator/Organizer LACEY L HENDRIX , Managing Member |
| Foreign Name | N/A |
| Foreign Address | |
| State of Origin | N/A |
| Purchase a Certificate of Good | |

Standing for this Entity