ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY

NOTICE OF INTENT

INDIVIDUAL TREATMENT FACILITIES NPDES GENERAL PERMIT ARG550000

Application Type	: New 🛛	Rei	newal 🗌	(Permit #	ARG	55	
I. PERMITTEE/OPERATO	R INFORMATION						
Permittee (Legal Name):	Mark Benning					Opera	tor Type:
Permittee Mailing Address:	3118 Lori Lake Road] State		Partnership
Permittee City:	Benton] Feder	al	Corneration*
Permittee State:	AR	Zip:	72019	🗵	Sole l	Proprietors	ship/Private
Permittee Telephone Number:	501-515-7448			*5	State of	Incorpora	ation:
Permittee Fax Number:					_		the Permittee must be
Permittee E-mail Address:				Iu		Secretary	name listed with the of State.
II. INVOICE MAILING INF	ORMATION (Home o	wners	are exem	pt.)		_	
Invoice Contact Person: N	/A \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \						· /
							~ 7:m:
Invoice Mailing Company:							Zip:
Invoice Mailing Address:				ı elepi	none: _		
III. FACILITY INFORMATION	ON						
Facility Name: Benning Re	sidence	F	Facility Co	ntact Perso	on. N	lark Benn	ino .
Facility Address: 3118 Lori L		_ ^	-				448
Facility County: Saline		— Fac	cility City,				
Facility Latitude: 34 Deg 37							Min 26.40 Sec
Accuracy: Me		ıtum		٠.			ription:
IV. DISCHARGE INFORMA	TION						
Outfall Number: _001 Stream Segment:) Hyd	lrologic Ba	Flow:	_370	0gpd ((Gallons per Day)
Outfall Latitude: 94 Deg 37		Out				Min 24.	81 Sec
Accuracy: Me		itum :		Scale:		Descr	ription:
Type of Treatment: Bio Micro				. •			
Receiving Stream:		····	· · · · · · · · · · · · · · · · · · ·				
V. FACILITY PERMIT INFO	ORMATION						
	S Individual Permit Nun						
NPI	DES General Permit Nun State Construct				G		
NPDES General Construction					R15		·

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	ON:	
Operator National Operator Nat	me: David Meints	License Class: III
Operator Dicense Name	000000	Diceiise Class. III
Consultant Contact Nar	me: David Meints	
Consultant Email Addre		
Consultant Addre		lity: Bryant State: AR Zip: 72089
Consultant Phone Numb	 	Consultant Fax Number: 501-821-4048
Has this treatment system been	approved by AHD? Yes	s 🗵 No 🗌
Disclosure Statements:		
e obtained from ADEQ web site	at: http://www.adeq.state.	even if you have one on file with the Department. The form a.ar.us/disclosure_stmt.pdf.
II. CERTIFICATION OF OP		the investment and the Orange Coll. Co. C. A. T
4 // //	•	 it is registered with the Secretary of the State of Arkansas." nated in this Application is qualified to act as a duly author
		CFR 122.22(b). If no cognizant official has been designate
		reports signed only by the Applicant."
		cument and all attachments were prepared under my direction designed to assure that qualified personnel properly gather
evaluate the infor	mation submitted. Based	d on my inquiry of the person or persons directly responsible
		submitted is, to the best of my knowledge and belief, true, accurate ignificant penalties for submitting false information, including
	and imprisonment for kno	
Responsible Official Printed Na	ame: Mark Bo	enning Title: Owner
Responsible Official Signa	ane: MARKE	Benning Date: 8/2/2/
Responsible Official Br	mail: Markbenny	ng 1960 g maxt. com
Cognizant Official Printed Na		Title: Class III Operator
Cognizant Official Signa	ture: Dela. t	Telephone: 501-804-0837
Cognizant Official Er	mail:david@meincowaste	ewater.com
C. PERMIT REQUIREMENT	(VERIFICATION	
Please check the following to		mit requirements. No is answered for any of the questions, then a permit can not be issue
Submittal of Complete NOI?		
Submittal of Required Permit F	ee? 🗌 🛭 Check	c Number:
Submittal of AHD Form EHP-1	19? 🛛 🗌	

WATER DIVISION
5301 NORTHSHORE DRIVE / NORTH LITTLE ROCK, ARKANSAS 72118
PHONE 501-682-0623 / FAX 501-682-0880



Arkansas Department of Health

Environmental Health Protection

Receipt Number		
236655	555	

1										
ndividual Onsite V	Vastewater	System Permit	Applicatio	n		Fee Schedule fo	r Structu	ires		<u>√</u>
ermit Type	П	New Installation		1	Structures 1500 sq ft or less \$30.00				· .	
Alliat 13po		Alteration / Repa	air		Structures more than 1500 sq ft and up to 2000 sq ft Structures more than 2000 sq ft and up to 3000 sq ft				\$ 45.00	
	L	Alleration / Repa	411			e than 2000 sq ft and u e than 3000 sq ft and u			\$ 90.00	
R Environmental ID #	#			1		e than 3000 sq ft and t e than 4000 sq ft	ib to 4or	o sq it	\$150.00	
6 0 1	0 5 5	5 4 7		l l	eration and	-			\$ 30.00	Z
		_ 					ad /aba	ok one)		
art 1 Application STD = Standard Septi		atment Type (che] ATU = Aerobic Treatr		☐ STD =	Standard A		LPD LPD	= Low Pressure		n
ISF = Intermittent San	d Filter	RSF = Re-circulating	Sand Filter	☑ SUR =	Surface Di Capping F	scharge		Holding TankSerial Distrib		
PMF = Proprietary Me OTH = Other (Describ		RGF = Re-circulating HLD = Holding Tank	Gravei Filter	OTH=				= Drip Irrigation		
Owner's/Applicant'	s Name					2. Phone Number				
Mark Benning		 				(501) 515-744 4. County	10			
Mailing Address	Road Roat	on, Arkansas 720	10			Saline				
Address of Propos	ed System (I	f a 911 address is n	ot available,	attach detai	iled directi	ons or map)				
		on, Arkansas 720	19							
Subdivision Name			7. Approv			Date Recorded		9. Lot Num	per	
Hurricane Heigh	nts		Pre 1			Pre 1977 #Bedrooms #Peo	nle	13. Daily Fi	low (GPD)	
). Lot Dimensions 148' x 165'			11. Total .	Area (Acres) cre		3 Bedrooms	,p10	370	(0, 0)	
	ption of Prop	erty (Attach a separ						<u> </u>		-
Section 20, Tow	nship 1 So	uth, Range 14 We	st, Saline	County		<u></u>				
i. Water Supply (Sp	ecify supplie	r, if Public Water)			Coordina		l-6910	82, -92.5236	നെ ഉവ	
Benton Utility	ı	·		34.622	.32, -92.5	523855 Hm 34	7.0213			
7. Loading Rates	(gpd/ft²)	18. System Spec	ifications		,		.	.*.		
imary Area	n/a	a. Size of Septic T	ank 10	000	gai	f. Trench Depth	n/a	**	inches	
econdary Area	n/a	b. Size of Dose Ta	ank 25	50	gal	. Trench Spacing n/a			feet	
ercolation Test	(min/in)	c. Absorption Area	n/	a	ft² !	h. Trench Media (List Below)		v)	i.Trenc	<u>h Widt</u> h
	n/a	d. Number of Field		a		n/a			n/a	in
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econdary Area	11/0	e. Length of Field	Lines "		ft	IIIa			1	1 101
utilize the design	changed afteroval for open and installed are exceptized agent mattern 12, the control of the con	ter approval of this eration does not co ed according to the ions or deviations n	permit, or onstitute a g Arkansas Doted in the nit more that one of the one o	if the infonguarantee the Department of comments. In one (1) years of persons is permit appropriate the information of the comments of the com	mation wi at the sys of Health, A Permit ar old prio for commolication, is	thin this permit is stem will function pingles and Regulat for Construction is in to the start of any thercial) and square for accurate. I have the thing this thing this permit is the start of any the start of the start of any the start of the s	inaccui roperly. tions Provalid for constructions footage eviewe	The approvertaining to Corrone (1) year ction. of the structud the permit a	re that will	that the stewater date of
Owner/Applicant Sign				· · · · · · · · · · · · · · · · · · ·		Date				
20. I certify that I ha	ive conducte	d the above tests an lth Rules and Regul	id that the all ations Perta	bove listed it inina to Ons	ntormatior ite Waste	i is in accordance w water Systems.	ith the l	atest requirer	nents of th	ie
Aikalisas Depail		<u></u>	ţ'	signated R				Soil Certified	☑ Yes	□ No
Design	ated Represer	ntative Signature				Title			,	
David A. Me	ints	· · ·			07/05/2		5	01-821-383		4-0837
7 X22		rint Name				Date		Phon	e Number	
Health Rules and	and specifical Regulations	tions in the applicati Pertaining To Onsi Company of the Company o	on has beer te Wastewat	reviewed a ter Systems.	A PERM	o meet the requirem	nents of	f the Arkansas is hereby issu	7/27	ent of / 20
	vice interior of	Carallor elaligrane	TOM	TO INS		FR:				

EHP-19 (R 8/13) Page 1

Individual Onsite Wastewater System Permit Application

1	Receipt Number	 _
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g. H.C./De	
n/a	n/a
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lisposal field.	ge outpaces the soils hydrautic Multiple attempts have been uring stressed periods. NPDES
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drain	
	License Number
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er	Date
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□ Environmental Health Specialist

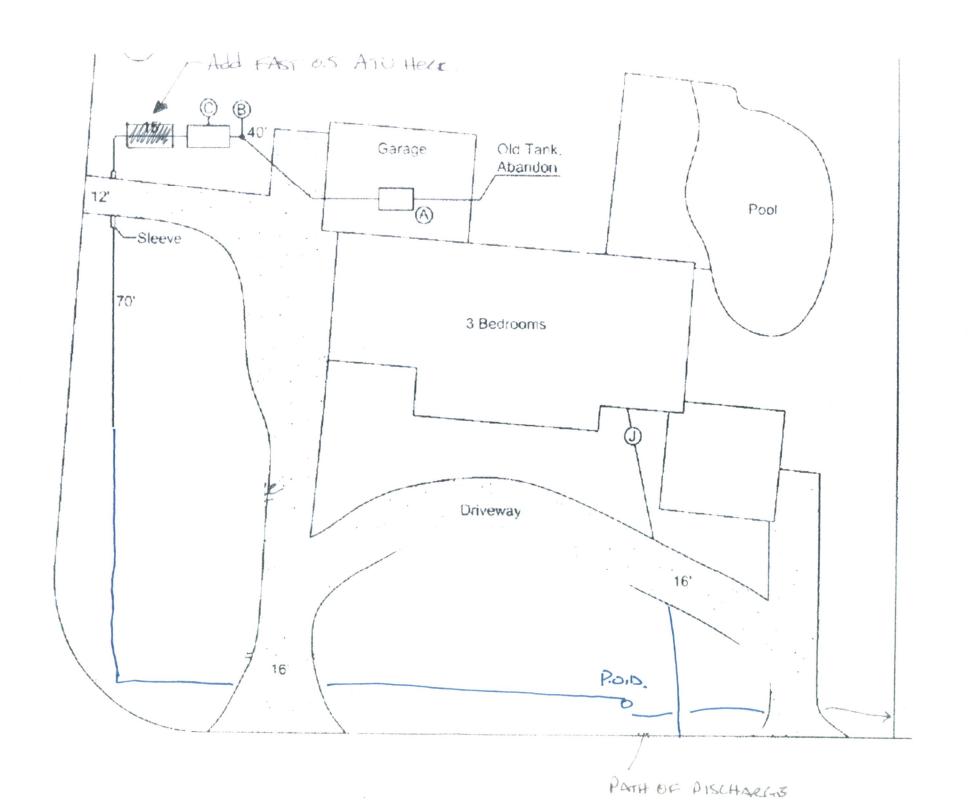
□ Designated Representative

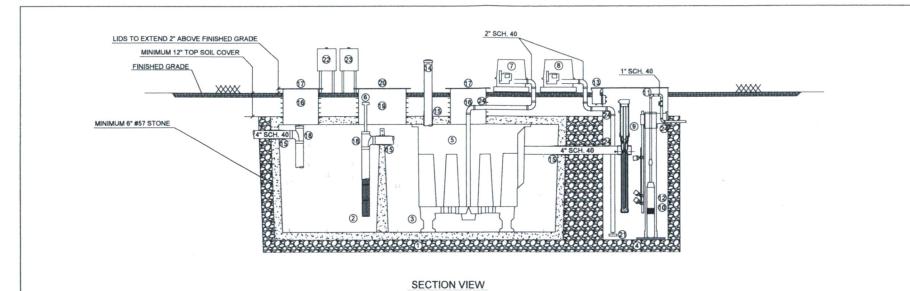
Date

EHS / License Number

Site Revalidation conducted by (check one)

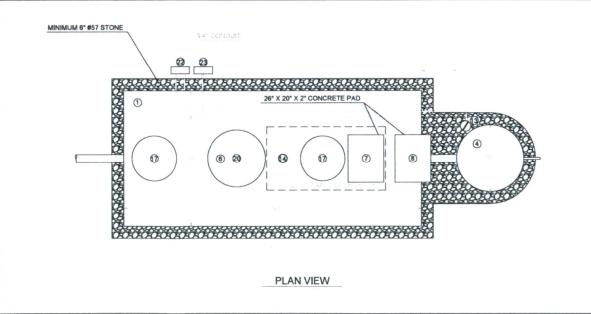
Signature





EQUIPMENT AND PARTS LIST

- WHITTEN CONCRETE TANK OR EQUIVALENT, VOLUME 1500 GALLONS
- 2. SETTLING TANK, 500 GALLONS
- TREATMENT TANK VOLUME, 1000 GALLONS
- STEELE PLASTICS PUMP BASIN, 30" X 72" (STEELE PLASTICS BA30X072TA & CVF30SLDRT) OR EQUIVALENT
- 5. MICROFAST TREATMENT UNIT, (BIOMICROBICS MFC 0.5)
- 6. EFFLUENT FILTER, (BIOMICROBICS SANITEE-418)
- BLOWER, (BIOMICROBICS FUJI ¹/₂ HP 1PH VCF30) & HOUSING, (BIOMICROBICS 250-BBHSFL)
- BLOWER, (BIOMICROBICS FUJI ¹/₃ HP 1 PH VCF20) & HOUSING, (BIOMICROBICS 250-BBHSFL)
- 9. UV DISINFECTION UNIT. (SALCOR 3G)
- 10. DISCHARGE PUMP, (ORENCO PF100511) OR EQUIVALENT
- 11. DISCHARGE ASSEMBLY, 1"
- 12. UNIVERSAL FLOW INDUCER, (ORENCO FIT D 60) OR EQUIVALENT
- 13. EXTERNAL SPLICE BOX, (ORENCO SB4EX) OR EQUIVALENT
- 14. VENT CAP, 4", (GIZMO ENGINEERING) OR EQUIVALENT
- 15. BOOT SEAL, (POLYLOK 3005-CE)
- 16. RISER, ULTRA-RIB, 18"
- 17. FIBERGLASS LID, 18", (ORENCO FLD18G) OR EQUIVALENT
- 18. SANITARY "T", 4" SCHEDULE 40
- 19. RISER, ULTRA-RIB, 24"
- 20. FIBERGLASS LID. 24". (ORENCO FLD24G) OR EQUIVALENT
- 21. DIFFUSER, (FINE BUBBLE, 10 SCFM, 304 SS) OR EQUIVALENT
- 22. CONTROL PANEL, (BIOMICROBICS 110V AMI)
- 23. CONTROL PANEL, POST AIR
- 24. GROMMET, MATCH DIAMETER OF PIPE



ENGINEERING CONSULTING 1233 SOUTH SPLASH DRIVE FAVETTEVILLE ARTON 501 POLA (528)



BIOMICROBICS WASTEWATER TREATMENT SYSTEM





BIOMICROBICS
WASTEWATER
TREATMENT
SYSTEM
MICRO FAST
FLOW=500 GPD

10-M131

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 freatment 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 two-piece, 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 maintained in accordance with the written instructions provided by Bio-Microbics, Inc., Bio-Microbics, Inc., will repair or replace at its discretion such defective parts free of charge. Defective ports must be refurned by owner to Bio-Microbics, Inc.'s factory postage poid, if so requested. The cost of labor and all other expenses resulting from replacement of the defective parts and from installation of parts furnished under this warranty and regular maintenance items such as filters or bulbs shall be borne by the owner. This warranty does not cover general system misuse, cerator components which have been damaged by flooding or any components that have been disassembled by unauthorized persons, improperly installed or damaged due to altered or improper wiring or overload profection. This warranty applies only to the treatment plant and does not include any of the structure wiring, plumbing, drainage, septic tank or disposal system. Bio-Microbics, Inc. reserves the right to revise, change or modify the construction and/or design of the FAST system, or any component part or parts thereof, without incurring any obligation to make such changes or modifications in present equipment. Bio-Microbics, Inc. is not responsible for consequential or incidental damages of any nature resulting from such things as, but not limited to, defect in design, malerial, or workmanship, or delays in delivery, replacements or repairs.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. BIO MICROBICS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ON SEPRESENTATIVE OR PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTY OR TO ASSUME FOR BIO MICROBICS, INC., ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCTS. Contact your local distributor for parts and service.

DO NOT SCALE

UNLESS NOTED DIMENSIONS ARE IN INCHES [CENTIMETERS] TOLERANCES ± 0.02 IN/IN [± 0.05 CM/CM] BIO MICROBICS

BETTER WATER BETTER WORLD

MicroFAST 0.50 FAST Unit

WEIGHT ID SIZE

NAME DATE

DRAWN CTC 12/18/2006

CHECKED PF 9/18/2013

MicroFAST® 0.50 Specifications

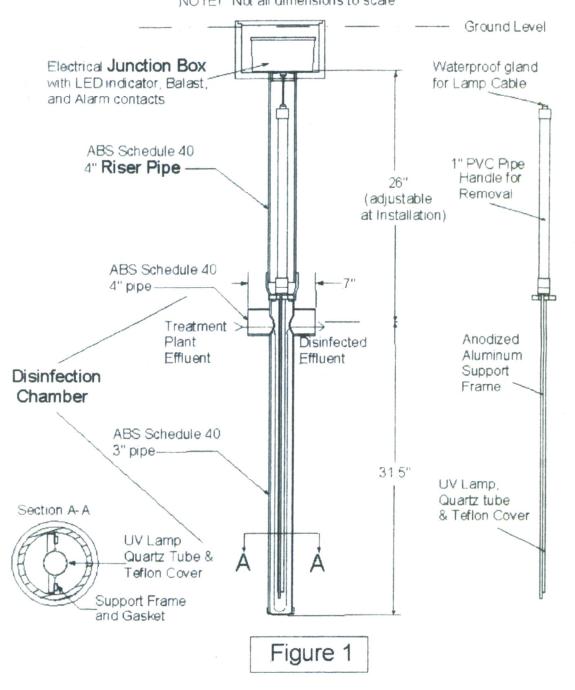
SHEET 3 OF 4

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 THIS INTEREST OF TECHNOLOGICAL ADVANCEMENT, ALL PRODUCTS ARE SUBJECT TO DESIGN AND OR MATERIAL CHANGE WITHOUT NOTICE.

BIO-MICROBICS © 2014

Salcor 3G UV Disinfection Unit

NOTE! Not all dimensions to scale



In Ground Installation

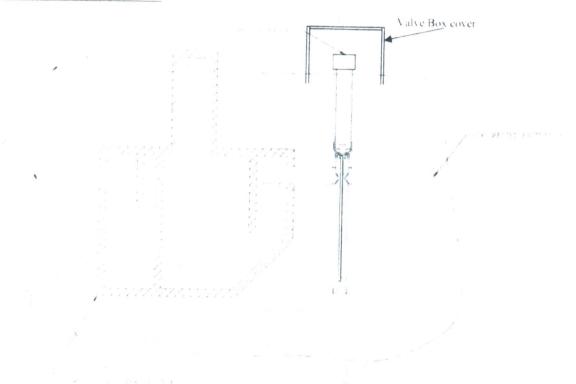


Figure 2

In Tank Installation

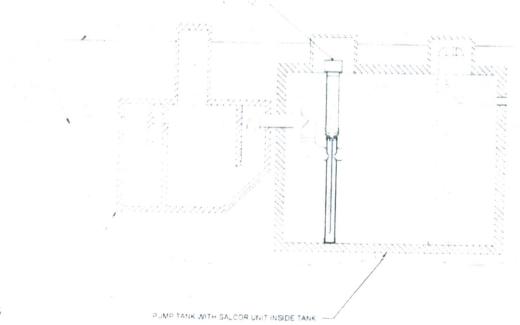


Figure 3

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.

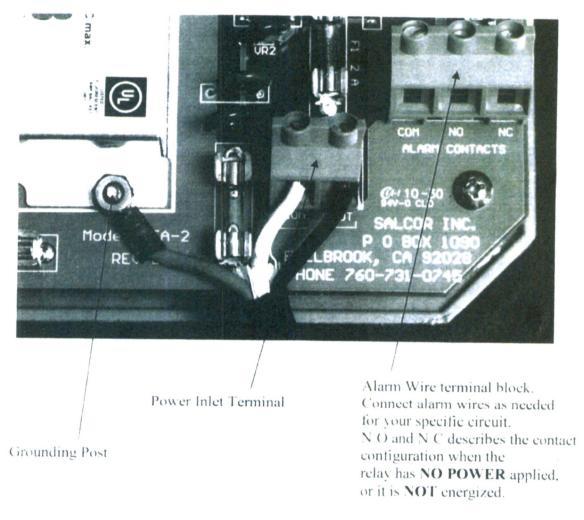


Figure 4

Contract Number: Benning	

SERVICE AND MAINTENANCE CONTRACT

1	Parties This	contract ("Agreement" or "Contract")	is hat	tween Meinco Septic Systems, Inc., ("Meinco") and
1.	Mark Benning	s the "Parties."		, ("Client"), referred to individually as a "Party" and
2.	Meinco for C	cation. This is a Contract for septic Client located at 3118 Lori Lake Rd, Bentor eferred to as the "Service Site."		m service and maintenance services provided by
3.	service and more specifi invoiced amo	maintenance specifically work perfor cally below (hereinafter referred to a	med as "S	every Three Months (Quarterly) and described ervice Work"). Meinco and Client agree that the tand the services set forth below and reflects the
4.	efficiently (chlori Meinco and Clien	ges. During regular maintenance Meinco will incressary to keep the septic system operating the tablets, UV light bulbs, floats, filters, etc.). It agree that Meinco shall submit to client the costs arts and materials and Client will promptly pay the	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
5.	Environme sampling the Meinco shall	ragraph is inapplicable. agrees that Meinco will use a third party laboratory, antal Services , for any at is required under this Contract. In such event, I submit to Client a laboratory fee of \$ 125.00 ill promptly pay the same.	10.	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.
6.		ed. Meinco agrees to provide the following Service t and the Service Site:	11.	Termination by Client . Client may terminate this contract by providing thirty (30) days written notice to Meinco.
	components	e requirements, including review of system and their working condition, monitoring of solid ermine system efficiency, and periodic cleaning of s or media.	12.	Termination by Meinco. Notwithstanding, and in addition to, any other provision or term in this Contract, MEINCO MAY TERMINATE THIS CONTRACT AT ANY TIME AND WITHOUT PREVIOUS NOTICE TO CLIENT.
	II. Neces	paragraph is inapplicable. ssary sampling and submission of paperwork every h(s) or as required to comply with the Arkansas nt of Health Onsite Maintenance Program.	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.
	comply with Arkansas De	paperwork every <u>3</u> month(s) as required to the Arkansas Department of Health and/or the partment of Environmental Quality. s paragraph is inapplicable. mpling of discharge every <u>6</u> month(s) in	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
	coordina laborator	tion with a 3rd party laboratory for required y tests.		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

7. Contract Duration. This contract shall be for a period of 24

page 2

month(s) from the date this Contract is executed by the parties on

Flow Requirements. This contract shall be null and void if septic

system flow exceeds 370 gallons per day ...

liable, regardless of whether or not such injury, claim damage,

losses, or expenses is caused in part by a party indemnified. Such

obligation shall not negate, abridge, or otherwise reduce the rights or obligations of indemnity which would otherwise exist to a party or

person described in this paragraph.

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

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

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

Nata Notaria	7/5/2020
Meinco Septic Systems, Inc.	Date
Client	Date



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.
- 4. 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.
- 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.

SIGNED:		SIGNED:	
	(Property Owner)		(Health Department)
DATE:		DATE:	······································



Arkansas Department of Health

Environmental Health Protection

MAY 0 3 2017

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Receipt Number		
215995	i.5	

		Individual Onsite Wastewater System Permit Application				Fee Schedule for Structures				V	
Permit Type				Structures 1500 sq ft or less \$ 30.00							
• • • • • • • • • • • • • • • • • • • •				Structur	es more	than 1500 sq ft and u	p to 200	0 sq ft	\$ 45.00		
Z	Alteration / Rep	air		Structur	es more	than 2000 sq ft and u	p to 300	0 sq ft	\$ 90,00		
DR Environmental ID #						than 3000 sq ft and u	p to 400	•	\$120.00	므니	
7 6 0 1 0 5 5	5 4 7		•			than 4000 sq ft			\$150,00		
100011000				Alteration	n and R	Lepair			\$ 30.00		
Part 1 Application Tre	eatment Type (che	ck one)				Disposal Metho	d (che	ck one)			
				STD ≃ Star SUR = Sur		osorption Field	□ HLD: □ HLD:	Low Pressure Holding Tank	Distribution	١	
☐ PMF = Proprietary Media Filter ☐	RGF = Re-circulating HLD = Holding Tank	Gravel Fift	er 🔲	CPF = Cap	ping Fill	· -	SRL:	= Serial Distribu = Drip Irrigation		ł	
Owner's/Applicant's Name	7 LIED - Holding Laux			CIT-OUR		2. Phone Numbe	r	- Drip imganon			
Mark Benning (501) 515-7448 3. Mailing Address 4. County											
3118 Lori Lake Road, Ben	ton, AR 72019					Saline					
5. Address of Proposed System (If a 911 address is n	ot availab	le, attach	h detailed	drectio	ns or map)					
3118 Lori Lake Road, Bent	on, AR 72019										
Subdivision Name Hurricane Heights			oval Date			ate Recorded		9. Lot Numb n/a	er		
10. Lot Dimensions		*	al Area (Bedrooms # Peor	ole	13. Daily Flo	w (GPD)		
148' x 165'		9	Acre	,	3	•		240		}	
14. Brief Legal Description of Prop	• •				агу)				•		
Section 20, Township 1 South, Range 14 West, Saline County 15. Water Supply (Specify supplier, if Public Water) 16. GPS Coordinates											
Benton Utility			34	4 37' 19.2	37' 19.29" -92 31' 25.34"						
17. Loading Rates (gpd/ft²)	18. System Speci	fications									
Primary Area 0.44	a. Size of Septic T	ank	1000/25	50 gal	f.	Trench Depth	18		inches		
Secondary Area n/a	b. Size of Dose Ta	ank	combo	gal	g.	Trench Spacing	6		feet		
Percolation Test (mln/in)	c. Absorption Area		545	ft²	h.	h. Trench Media (List Below)			i.Trenct	Width	
Primary Area Avg n/a	d. Number of Field	LIIICO	6			Ez Flow 1201 Geo			18	in	
Secondary Area n/a	e. Length of Field	Lines	3/40,3/5	50 ft		Eq 24 Chamber			18	ln	
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 properly. The approval states that the system was designed and installed according to the Arkansas Department of Health, Rules and Regulations Pertaining to Onsite Wastewater Systems, 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 Signature X	See by	ack	0	58C	/	Date	K				
20. I certify that I have conducted Arkansas Department of Hea	d the above tests an ith Rules and Regula	d that the ations Per	above listaining to	sted inform o Onsite W	ation i	s in accordance with ater Systems.	h the la	test requirem	ents of the	3	
Dea. Ne	£	D	esignat	ted Repre	senta	live	Sc	oil Certified	☑ Yes [□No	
Designated Represen	tative Signature					Title					
David A. Meints	Vint Alleria			04/	19/20		50			-0837	
21. Approval of Health Authority The information and specifical	ions in the application. Pertaining To Onsit	on has bee	en review rater Syst	wed and fo	Print Name Date Phone Number 1. Approval of Health Authority The information and specifications in the application has been reviewed and found to meet the requirements of the Arkansas Department of Health Rules and Regulations Pertaining To Onsite Wastewater Systems. A PERMIT FOR CONSTRUCTION is hereby issued.						

ndividual Onsite Wastewater System Permit Application	Receipt Number

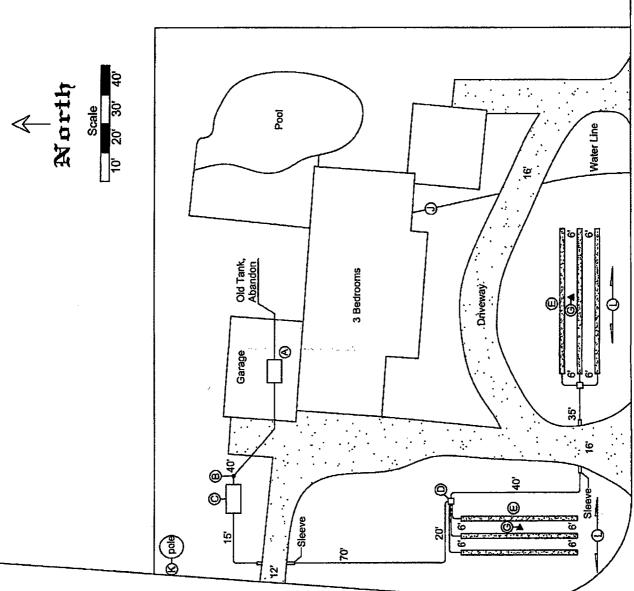
Continue Part 1									
22. Soil Criteria (Primary Area) Indicate the depth to items a-f, if observed in the soil (designate in inches)									
a. Bedrock	b. BSV	π	c. MSWT	d. LSWT	e. Adj. MSV	VT . f. Adj. LSWT	g. H.C	./Depth	h. Loading Rate (gpd/ft²)
>48" 23. Soil Criter	18"		26"	Not Obsv	23"	n/a	Mod/		0.44
			····		· · · · · · · · · · · · · · · · · · ·	f, if observed in the soi	· · · ·	<u> </u>	
a. Bedrock b. BSWT c. MSWT		d, LSWT	e. Adj. MSV	 		/Depth	h. Loading Rate (gpd/ft²)		
n/a							i n/a		
Primary Area List Redoximorphic Features and/or Clay Content Restrictions						ns			
Brief			<u> </u>						
Moderate	Depletions noted on 20% or less of ped surface or interior. Depletion chroma >= chroma 3.								
Long		in	Not Observe		1011 2070 OI p	ed danage of interio	. Doplet	1011 011	Toma o.
Second	ary Area	L	1101 0030146		Redoximorph	ic Features and/or Cla	y Content	Restrictio	ns
Brief		In	r√a		· · · · · · · · · · · · · · · · · · ·				
Moderate		in	n/a	······································					
Long		in	n/a						
Comments			'	. F. J. B					
			conditions. If	it: Existing sept svstem is not ii	ic tank not di nstalled withi	raining, update with in a year of the date	new sept	c tank a I. a reva	nd LPD. Install in dry lidation fee will be
			required. Per	rmit may becom	e void, if a d	isposal site has bee	en altered.	.,	
				····	····	······································			· · · · · · · · · · · · · · · · · · ·
Part 2 Ins			ection			Duran Information			
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 Environmental Health Specialist Designated Representative (check one or installer signs System Installation Verification below)									
(Check one or in	ıstaller siği	ns Syst	em installation ve	infication below)					
	_								
Signature System Installation Verification					EHS / Lice	nse Numbe		Date	
System Installation Verification I have installed this system as designed and in compliance with all Rules and Regulations Pertaining to Onsite Wastewater Systems.									
		Inetalle	ar Signatura			License N	umbos		Data
Installer Signature License Number Date					Data				
	mit for			this form has hee	n reviewed an	of found to meet the re	aulrement.	e of the A	rkansas Department of
Health. THE	PERMIT	FOR C	PERATION of	this system is her	eby issued.	id round to most the re	,qui ciricin	5 01 (110 7	
Environmenta	l Health S	Specia	list	Signature		EHS Num	ber		Date
Comments				· · · · · · · · · · · · · · · · · · ·	······································	2110 140110			
				1					
Site Revalidat (check one)	ion condi	ucted t	Dy r	Environmental	Health Specia	ilist c	Designate	d Repres	sentative
,									

EHS / License Number

Date

Signature

NOR, 10 PSEMBLER: CONSECTOR ALSO FRANCE A HONES PROPERTO PICANNES CONTINUESTOR



HUST HE INSTALLED BY LICENSED INSTALLER

Saline County Mealth Unit

"PERMIT VOID IF CHANGES MADE TO SITE PLAN"



References are found in the Arkansas State Board of Health Rules and Regulations Pertaining to Onsite Wastewater Systems Effective 12/1/2014.

LEGEND TO AutoCAD DRAWING

- A <u>Sewer stub out location.</u> Maximum depth of flow line from existing grade is 24. Show this drawing to your plumber. (Reference 11.8)
- B <u>2-way clean out location.</u> Sewer popper required. Install clean out and sewer popper at or above grade. (*Reference 11.10*) Fall to inlet of septic tank can be no less than 1/8" per foot, and no more than ½" per foot. (*Reference 11.9*)
- Septic tank location. Risers to grade over inlet and outlet, minimum 18" diameter. (Reference 11.6.8) Effluent filter required. Orenco FTS-044-36 or equivalent. (Reference 11.6.6) Bed and backfill septic tank with %" or smaller gravel. (Reference 11.4) Septic tank must meet or exceed manufacturer requirements, 5000 psi, aged 28 days minimum. (Reference 11.6.1 11.6.8.1)
- D Gate Valve location. 1-1/4" PVC gate valves. Install 1-1/4" check valves on line 1, 2, and 4,5 (split field). Enclosures to grade.
- E <u>Primary disposal site location.</u> Install field lines on contour. (Reference 9.10.1 9.10.3 and 9.10.6)
- F Secondary disposal site location.
- G Primary pit location.
- H Secondary pit location.
- Soil pit location, if applicable. Not used due to shallow seasonal water tables or contour issues.
- J <u>Proposed water line.</u> Water line must be installed 10' from any part of wastewater system. (Reference 6.2.8)
- K Benchmark location.
- L Primary disposal site slope. <1%
- M Secondary disposal site slope. n/a

PIPE SPECIFICATIONS

House stub out to septic tank inlet: 4" schedule 40 pipe. Pump tank to gate valves: 100/48 schedule 40 pipe.

Gate valves to low pressure dose lines: 1-1/4" schedule 40, sweeps to be used for 90 turns.

Dose lines: 1-1/4" schedule 40 with 66 (1/8") orifices on 48" centers.

Trench Media: Ez-Flow 1201 or EQ-24 Chambers

PUMP SPECIFICATION

Zoeller BN-161

EFFLUENT STRENGTH

Biochemical oxygen demand < 300 mg/L Total suspended solids < 300 mg/L Fats, oil, and grease < 25 mg/L (Reference 9.41 and Appendix B, Footnotes)

Any changes or substitutions to the notes and specifications in this permit must be approved by the Designated Representative.

٠.,



GROUND AND INSTALLED ELEVATIONS (FEET & INCHES)

Component	Ground	Installed	Fall
Stub Out	05-04"	07-04"	18"
Inlet	05-07"	08-00"	8"
Outlet	05-11"	08-03"	3"
Discharge Line (o	ut of riser)	07-03"	-12"
Gate Valves	06-02"	06-06"	-9"
Line 1	06-02"	07-08"	18"
Line 2	06-03"	07-09"	18"
Line 3	06-04"	07-10"	18"
Line 4	05-11"	07-05"	18"
Line 5	06-00"	07-06"	. 18"
Line 6	06-02"	07-08"	18"
Benchmark	06-01"	Power Pole (Se	ee Drawing)

NOTES

Effluent filter required.
Install dose line, 11/45 schedule 40 pipe, to gate valve location, enclosure to grade.
Install 3 field lines at 40 and 3 field lines at 50, low pressure dose.

Install flush sweeps at end of field, enclosure to grade.

Any changes or substitutions to the notes and specifications in this permit must be approved by the Designated Representative.



Static Head Information Static Head - elevation difference

from low water to outfail System high point above outfall? Friction Head Information How many different pipes in the system (not counting laterals)?

Pipe 1 Length Pipe 1 Size Pipe 1 Class

rigo à Golgi Par o Sido

dam, is usegula. Pepir I dilibo ; . . . Pepir di Calais : . . ressurized Laterals? How many are dosed at once? Length of one lateral

Class of lateral

Weep Hole

Add-In Friction Automatic Multizone Valve?

Fittings & Discharge Assemblies

Discharge Assembly

Special Friction Considerations

Zneller Family of Water Solutions

7.0 feet .

50 feet 1: 1/4 inches SCH 40

1/1/4 Inches

Yes 15 % of Pipe Loss

Zoeller Company



d Curry and Dumn Salastian Tool

Zoeller Pump Company Pumps
Zoeller Pump 1 20161/4161: 0.5hp; 60Hz

			System / Pu	ımp Interacti	on Curves		
	90						
	80			7.50 See			System CurveStatic & Friction
	70		1				Design Point High Point Elev Clarus Pump 1
	60		H				Clarus Pump 2
(Soot) provi	50		<u> </u>			100	Operating Point
	40						
	30	//-		\rightarrow			
	20	/					
	10		200				
	0	20	40	60	80	100	120
				Flow (GPM)			

Pressure Filter? Operating Head Information Low Pressure Pipe System Type Required Pressure Number of Onlices September 1997 1/8: Size of Orifices Science Outra State - . . Daik of Chatek have Spicks Velve group gabi :---

Factors and Coefficients	
Hazen-Williams C Factor	environd 30 december
	0.61
Discharge Coefficient (Cd) Lateral Design Mode	Harman Off registration

roject Data		Notes:
roject Name:	Victor Moya	11/4" discharge assembly
roject Address	Corner Rushing & West Colonel Glenn	1.1/4" transport line
	Utle Rock, AR 72210	
	PART OF THE CONTRACTOR	



Arkansas Department of Health Environmental Health Protection

Receipt Number	

Pemit Type					
Permit Type					
Alteration / Repair Structures more than 1500 sq ft and up to 3000 sq ft \$ 80.00 Structures more than 2000 sq ft and up to 3000 sq ft \$ 120.00 Structures more than 2000 sq ft and up to 3000 sq ft \$ 120.00 Structures more than 2000 sq ft and up to 3000 sq ft \$ 150.00 Structures more than 4000 sq ft \$ 150.00 Stru					
Structures more than 3000 sq ft and up to 4000 sq ft \$120.00 Teatment Type (check one)					
Structures more than 4000 sq ft \$160.00					
Part 1 Application Treatment Type (check one) STD = Standard Septic Tank ATU = Aerobic Treatment Plant RSF = Re-circulating Sand Filter RSF = Re-circulating Sand Filter GPF = Capping Fill SVR = Surface Discharge HLD = Holding Tank SVR = Serial Distribution GPF = Capping Fill GPF =					
Part 1 Application Treatment Type (check one) STD = Standard Septic Tank ATU = Aerobic Treatment Plant RSF = Re-circulating Sand Filter RSF = Re-circulating Sand Filter RSF = Re-circulating Gravel Filter SUR = Surface Discharge SRL = Sertial Distribution RSF = Re-directly RSR = Sertial Distribution RSF = Re-circulating Gravel Filter SUR = Surface Discharge SRL = Sertial Distribution RSF = Re-circulating Gravel Filter SUR = Surface Discharge SRL = Sertial Distribution RSF = Re-circulating Gravel Filter SUR = Surface Discharge SRL = Sertial Distribution RSF = Re-circulating Gravel Filter SUR = Surface Discharge SRL = Sertial Distribution RSF = Re-circulating Gravel Filter SUR = Surface Discharge SRL = Sertial Distribution DRP = Drip Irrigation DRP = Drip					
STD = Standard Septic Tank					
ISF = Intermittent Send Filter					
OTH = Other (Describle)					
1. Owner's/Applicant's Name Mark Benning 3. Mailing Address 3118 Lori Lake Road, Benton, AR 72019 5. Address of Proposed System (if a 911 address is not available, attach detailed directions or map) 3118 Lori Lake Road, Benton, AR 72019 6. Subdivision Name Hurricane Heights Pre - 1977 10. Lot Dimensions 11. Total Area (Acres) 12. # Bedrooms # People 13. Daily Flow (GPD) 148 'x 165' 148 'x 165' 148 'x 165' 149 'X 165' 140 'X 165' 150 'X 165' 160 'X 165' 170 '					
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Primary Area 0.44 a. Size of Septic Tank 1000/250 gal f. Trench Depth 18 inches					
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Primary Area Avg n/a d. Number of Field Lines 6 Ez Flow 1201 Geo 18 in					
Secondary Area n/a e. Length of Field Lines 3/40,3/50 ft Eq 24 Chamber 18 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 properly. The approval states that the misrepresented additional 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 Signature					
Owner/Applicant Signature Co. Location had been conducted the showe tests and that the above listed information is in accordance with the latest requirements of the					
20. I certify that I have conducted the above tests and that the above listed information is in accordance with the latest requirements of the Arkansas Department of Health Rules and Regulations Penalining to Onsite Wastewater Systems.					
20. I certify that I have conducted the above tests and that the above listed information is in accordance with the latest requirements of the Arkansas Department of Health Rules and Regulations Pertaining to Onsite Wastewater Systems. Designated Representative Soil Certified Yes No.					
20. I certify that I have conducted the above tests and that the above listed information is in accordance with the latest requirements of the Arkansas Department of Health Rules and Regulations Perfaining to Onsite Wastewater Systems. Designated Representative Soil Certified Yes No. Designated Representative Signature Title					
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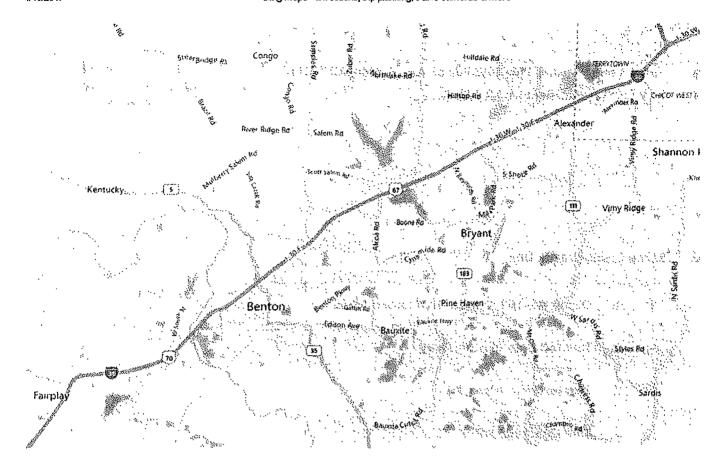
bing maps

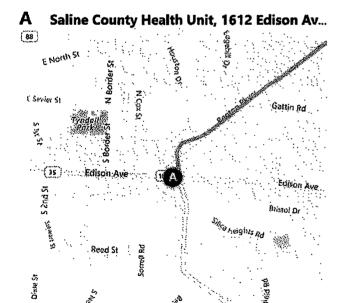
Α	Salir	ne Co	unty Health Unit, 1612 Edison Ave, Benton, AR 72015	16 min, 6.2 mi
8	3118	Lori	Lake Rd, Benton, AR 72019	Moderate traffic (12 min without traffic) Via Benton Pkwy, Alcoa Rd
			· · · · · · · · · · · · · · · · · · ·	
			: :	
A	Salin	e Cou	unty Health Unit	
	r	1.	Depart AR-183 / Edison Ave toward AR-35	59 ft
	4	2,	Turn left onto Benton Pkwy	2.6 mi
	Ŋ	3.	Bear left onto Alcoa Rd	2.1 mi
	Lş.	4.	Turn right onto AR-5	0.8 mi
1	ı		CITGO on the corner	
	€	5.	Turn left onto Hurricane Lake Rd	0.4 mi
	71	6.	Bear right onto Anderson Lake Rd	0.2 mi
	←	7.	Turn left onto Lori Lake Rd	282 ft
	······································	8.	Arrive at Lori Lake Rd	THE STATE OF THE S
*			The last intersection is Anderson Lake Rd If you reach Huffman Rd, you've gone too far	:
;			ii you reach munnan ku, you ve gone too iar	,

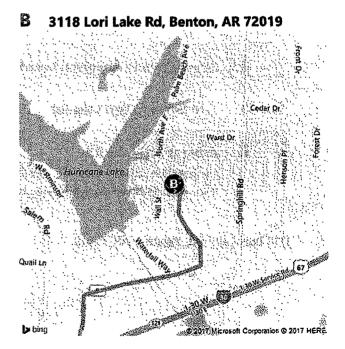
B 3118 Lori Lake Rd, Benton, AR 72019

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