

# ARG550000 Checklist

ARG55 0485

New

Renewal

Modification

Business

5/28

Disclosure Statement

5/28

Secretary of State Check

Financial Assurance (Arkansas Code Annotated 8-4-203b):

No

5/22

Permit Fee

Yes

Individual Homeowner

Discharges to L Maumelle River, thence to the Arkansas River

HUC: 1110207

Stream Segment: 3C

Ecologically Sensitive Water (ESW):  No  Yes \_\_\_\_\_ Distance: \_\_\_\_\_

Extraordinary Resource Water (ERW):  No  Yes \_\_\_\_\_ Distance: \_\_\_\_\_

Natural Scenic Waterway (NSW):  No  Yes \_\_\_\_\_ Distance: \_\_\_\_\_

Potential Losing Stream:  No  Yes \_\_\_\_\_

303(d) Impaired:  No  Yes Category 5 Waterbody: \_\_\_\_\_ Cause: \_\_\_\_\_  
 Category 4 Waterbody: \_\_\_\_\_ Cause: \_\_\_\_\_

Pathogens

Nutrients

Dissolved Oxygen

N/A

Name of Operator: David A. Meints License Number: 009055

Class of municipal wastewater operator: I  II  III  IV

ADH Approval (EHP-19 Form):

Multiple Discharges:  No  Yes \_\_\_\_\_

Less than 1000 GPD:  No  Yes 150

Site Map:  No  Yes \_\_\_\_\_

Approved System:

Company Name	System Name	Design Flow (gpd)
<input type="checkbox"/> Oreenco Systems, Inc.	Advantex AX20	500
<input type="checkbox"/> Ecological Tank, Inc.	AquaSafe 500	500
<input type="checkbox"/> Norweco, Inc.	Norweco (Singulair) 960	500/1000
<input type="checkbox"/> Norweco, Inc.	Norweco (Singluair) TNT-500	500
<input type="checkbox"/> Clearstream Wastewater Systems, Inc.	Clearstream 500N+1100 Effluent Filter or a post aeration tank	500
<input type="checkbox"/> Consolidated Treatment Systems, Inc.	MultiFlo FTB-0.5	500
<input type="checkbox"/> EnviroGuard	ENV-0.75	750
<input type="checkbox"/> Consolidated Treatment Systems, Inc.	Nyadic M6-A	500
<input checked="" type="checkbox"/> Bio-Microbics, Inc.	MicroFast ® 0.5/With UV Disinfection and Post Aeration	500
<input type="checkbox"/> Aero-Tech	AT-500 Treatment System with UV Disinfection	500

New Treatment System:  No  Yes

NSF Data:

Design Specifications (PE):

Additional Treatment: 1000 S-Tank

Other Comments: \_\_\_\_\_

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY  
 NOTICE OF INTENT  
 INDIVIDUAL TREATMENT FACILITIES  
 NPDES GENERAL PERMIT ARG550000

RECEIVED  
 MAY 26 2015  
 30513 KB

Application Type: New  Renewal  (Permit # ARG55 \_\_\_\_\_)

**I. PERMITTEE/OPERATOR INFORMATION**

Permittee (Legal Name): Van Tassel-Proctor, Inc.  
 Permittee Mailing Address: 5110 Talley Road  
 Permittee City: LITTLE ROCK  
 Permittee State: Arkansas Zip: 72204  
 Permittee Telephone Number: 501-219-8899  
 Permittee Fax Number: -  
 Permittee E-mail Address: tnoovan@upcconstruct.com

Operator Type:  
 State  Partnership  
 Federal  Corporation\*  
 Sole Proprietorship/Private

\*State of Incorporation: AR  
 The legal name of the Permittee must be identical to the name listed with the Arkansas Secretary of State.

**II. INVOICE MAILING INFORMATION (Home owners are exempt.)**

Invoice Contact Person: Tim Noonan  
 Invoice Mailing Company: Van Tassel Proctor  
 Invoice Mailing Address: 5110 Talley Road

City: LITTLE ROCK  
 State: AR Zip: 72204  
 Telephone: 501-219-8899

**III. FACILITY INFORMATION**

Facility Name: DOLLAR GENERAL - FERNDALE Facility Contact Person: -  
 Facility Address: 2504 Ferndale Cut-off Telephone Number: -  
 Facility County: PULASKI Facility City, State & Zip: LITTLE ROCK, AR 72223  
 Facility Latitude: 34 Deg 46 Min 47.11 Sec Facility Longitude: -92 Deg 33 Min 26.69 Sec  
 Accuracy: \_\_\_\_\_ Method: \_\_\_\_\_ Datum: \_\_\_\_\_ Scale: \_\_\_\_\_ Description: \_\_\_\_\_

**IV. DISCHARGE INFORMATION**

Outfall Number: 001 Flow: 150 gpd (Gallons per Day)  
 Stream Segment: 36 Hydrologic Basin Code: 11110207 25.61-AK  
 Outfall Latitude: 34 Deg 46 Min 47.11 Sec Outfall Longitude: -92 Deg 33 Min 26.69 Sec  
 Accuracy: \_\_\_\_\_ Method: \_\_\_\_\_ Datum: \_\_\_\_\_ Scale: \_\_\_\_\_ Description: \_\_\_\_\_  
 Type of Treatment: 1000 S-TANK, 500 GPD BIO-MICROBICS 0.5 w/ UV, DOSE TO DISCHARGE  
 Receiving Stream: Unnamed Tributary to Little Maumelle to Arkansas River

**V. FACILITY PERMIT INFORMATION**

NPDES Individual Permit Number (If Applicable): AR00  
 NPDES General Permit Number (If Applicable): ARG  
 State Construction Permit Number: \_\_\_\_\_  
 NPDES General Construction Stormwater Permit Number (If Applicable): ARR15

## VI. OTHER INFORMATION:

Operator Name: DAVID A. MEINTS  
Operator License Number: 009055 License Class: III

Consultant Contact Name: DAVID A. MEINTS  
Consultant Email Address: david@meincosepticsystems.com  
Consultant Address: P.O. Box 1001 City: Bryant State: AR Zip: 72089  
Consultant Phone Number: 501-864-0837 Consultant Fax Number: 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](http://www.adeq.state.ar.us/disclosure_stmt.pdf).

## VII. CERTIFICATION OF OPERATOR

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

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

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

*Initialized copy  
on E: drive*

Responsible Official Printed Name: T. Scott Proctor Title: V. P.

Responsible Official Signature: M Date: 5.20.15

Responsible Official Email: SProctor@openstreet.com

Cognizant Official Printed Name: DAVID A. MEINTS Title: operator, class III

Cognizant Official Signature: D. A. Meintz Telephone: 501-864-0837

Cognizant Official Email: david@meincosepticsystems.com

## X. PERMIT REQUIREMENT VERIFICATION

Please check the following to verify completion of permit requirements.

Yes  No  \* If No is answered for any of the questions, then a permit can not be issued!

Submittal of Complete NOI?

Submittal of Required Permit Fee?   Check Number: \_\_\_\_\_

Submittal of AHD Form EHP-19?

Submittal of Site Map?

Submittal of Disclosure Statement?

*THIS PERMIT / NOI, WILL REPLACE AR655*  
WATER DIVISION

5301 NORTHSIDE DRIVE / NORTH LITTLE ROCK, ARKANSAS 72118

PHONE 501-682-0623 / FAX 501-682-0880

[www.adeq.state.ar.us](http://www.adeq.state.ar.us)

Search nearby: (hotels, restaurants)

2504 Ferndale Cutoff Rd  
Little Rock, AR 72223

Directions Save

Explore this area

Search nearby

Get a missing place

Traffic, bicycling, terrain

Street View

CLAGrills.com

Map data ©2015 Google 200 ft

CLA Grills & Services

Google



**Arkansas Department of Health**  
Environmental Health Protection

Owner  
Receipt Number  
19790354

**Individual Onsite Wastewater System Permit Application**

Permit Type  New Installation  
 Alteration / Repair

DR Environmental I.D. #

7	6	0	1	0	5	5	4	7	
---	---	---	---	---	---	---	---	---	--

Fee Schedule for Structures		✓
Structures 1500 sq ft or less	\$ 30.00	<input type="checkbox"/>
Structures more than 1500 sq ft and up to 2000 sq ft	\$ 45.00	<input type="checkbox"/>
Structures more than 2000 sq ft and up to 3000 sq ft	\$ 90.00	<input type="checkbox"/>
Structures more than 3000 sq ft and up to 4000 sq ft	\$120.00	<input type="checkbox"/>
Structures more than 4000 sq ft	\$150.00	<input type="checkbox"/>
Alteration and Repair	\$ 30.00	<input checked="" type="checkbox"/>

**Part 1 Treatment Type (check one)**

<input type="checkbox"/> STD = Standard Septic Tank	<input checked="" type="checkbox"/> ATU = Aerobic Treatment Plant
<input type="checkbox"/> ISF = Intermittent Sand Filter	<input type="checkbox"/> RSF = Re-circulating Sand Filter
<input type="checkbox"/> PMF = Proprietary Media Filter	<input type="checkbox"/> RGF = Re-circulating Gravel Filter
<input type="checkbox"/> OTH = Other (Describe)	<input type="checkbox"/> HLD = Holding Tank

**Disposal Method (check one)**

<input type="checkbox"/> STD = Standard Absorption Field	<input type="checkbox"/> LPD = Low Pressure Distribution
<input checked="" type="checkbox"/> SUR = Surface Discharge	<input type="checkbox"/> HLD = Holding Tank
<input type="checkbox"/> CPF = Capping Fill	<input type="checkbox"/> SRL = Serial Distribution
<input type="checkbox"/> OTH = Other	<input type="checkbox"/> DRP = Drip Irrigation

1. Owner's/Applicant's Name  
Van Tassel Proctor, Inc c/o Tim Noonan

2. Phone Number  
501-219-8899

3. Mailing Address  
5110 Talley Road, Little Rock, Arkansas 72204

4. County  
Pulaski

5. Address of Proposed System (If a 911 address is not available, attach detailed directions or map)  
2504 Ferndale Cut-Off Road, Little Rock, Arkansas 72223

6. Subdivision Name n/a	7. Approval Date n/a	8. Date Recorded n/a	9. Lot Number n/a
10. Lot Dimensions See plat	11. Total Area (Acres) 1.0	12. # Bedrooms # People Commercial	13. Daily Flow (GPD) 150

14. Brief Legal Description of Property (Attach a separate sheet of paper if necessary)  
Section 25, Township 2 North, Range 15 West, Pulaski County, Arkansas

15. Water Supply (Specify supplier if Public Water) Private Well	16. GPS Coordinates 34 46 47.11, -92 33 26.69
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17. Loading Rates	GPD /ft <sup>2</sup>	18. System Size					
Primary Site	n/a	a. Size of Septic Tank	1000	gal	f. Trench Depth	n/a	inches
Secondary Site	n/a	b. Size of Dose Tank	n/a	gal	g. Trench Spacing	n/a	feet
Percolation Test	(min/in)	c. Absorption Area	n/a	ft <sup>2</sup>	h. Trench Media	i. Trench Width	
Primary Site Ave	n/a	d. Number of Field Lines	n/a		n/a	n/a	in
Secondary Site	n/a	e. Length of Field Lines	n/a	ft	n/a	n/a	in

**TO THE OWNER**

The permit for construction may be deemed invalid by the local Environmental Health Specialist before the start of construction, if the site and/or soil conditions have changed after approval of this permit, or if the information within this permit is inaccurate or has been found to be misrepresented. Approval for operation does not constitute a guarantee that the system will function 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 and understand the type of system submitted in this application relating but not limited to: layout, installation, maintenance, and operation.

Owner/Applicant Signature See opt-a form Date   

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.

Dula. M.  
Designated Representative Signature

0198 Soil Certified  Yes  No

David A. Meints

ID Number

4/5/2015

(501) 804-0837

Print Name

Date

Phone Number

**21. 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.

Randall Meints  
Environmental Specialist Signature

ID Number

165

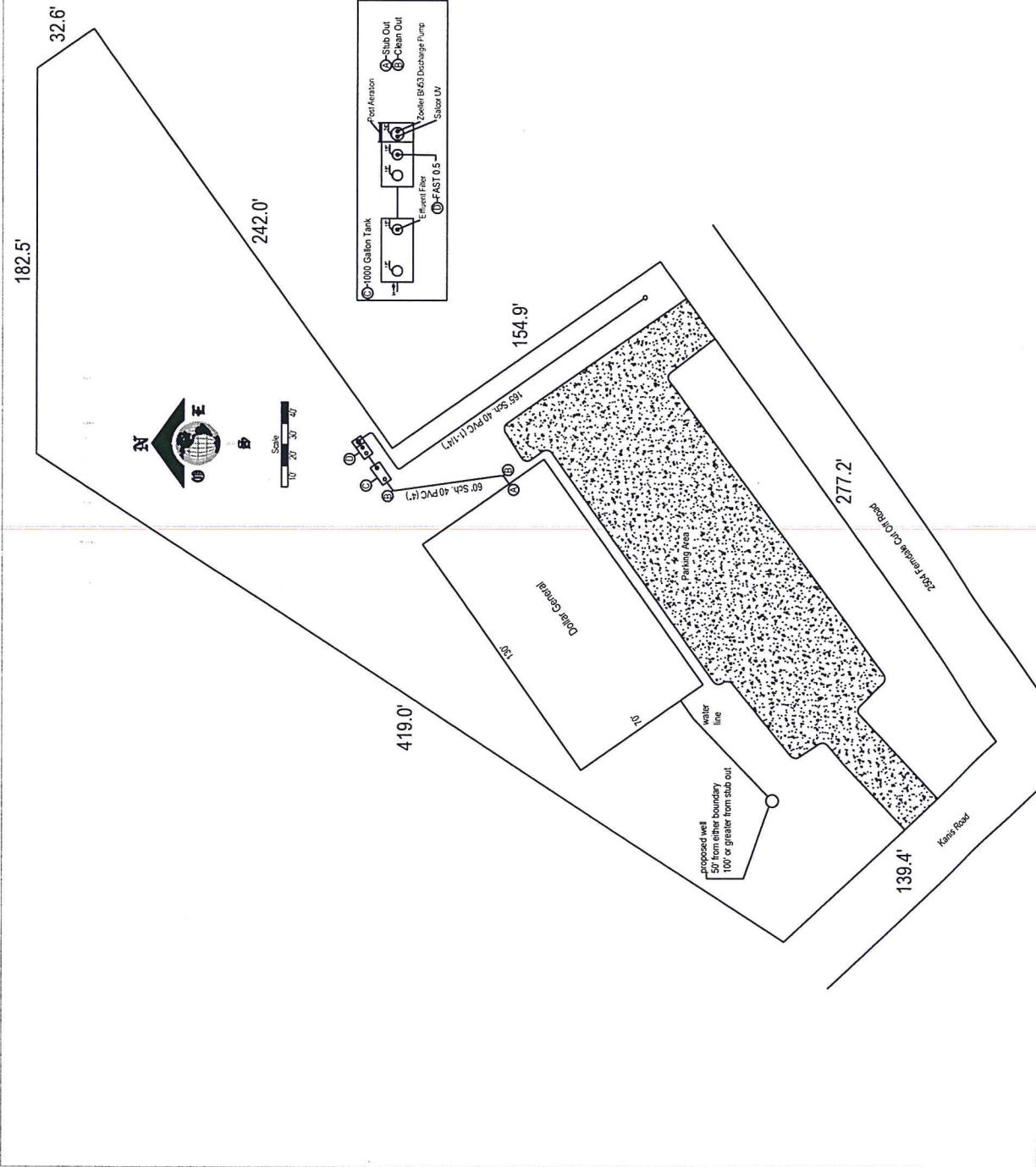
Date

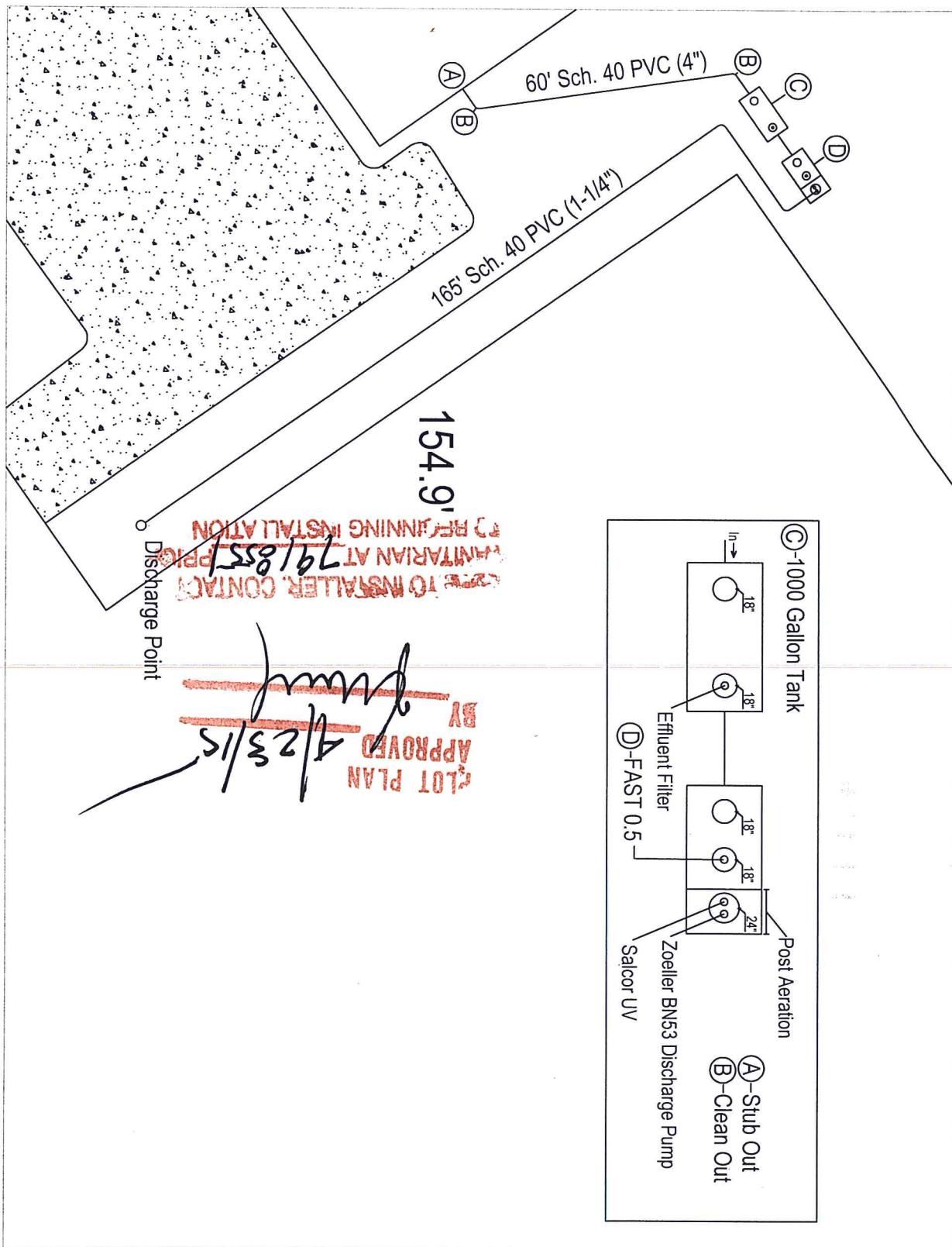
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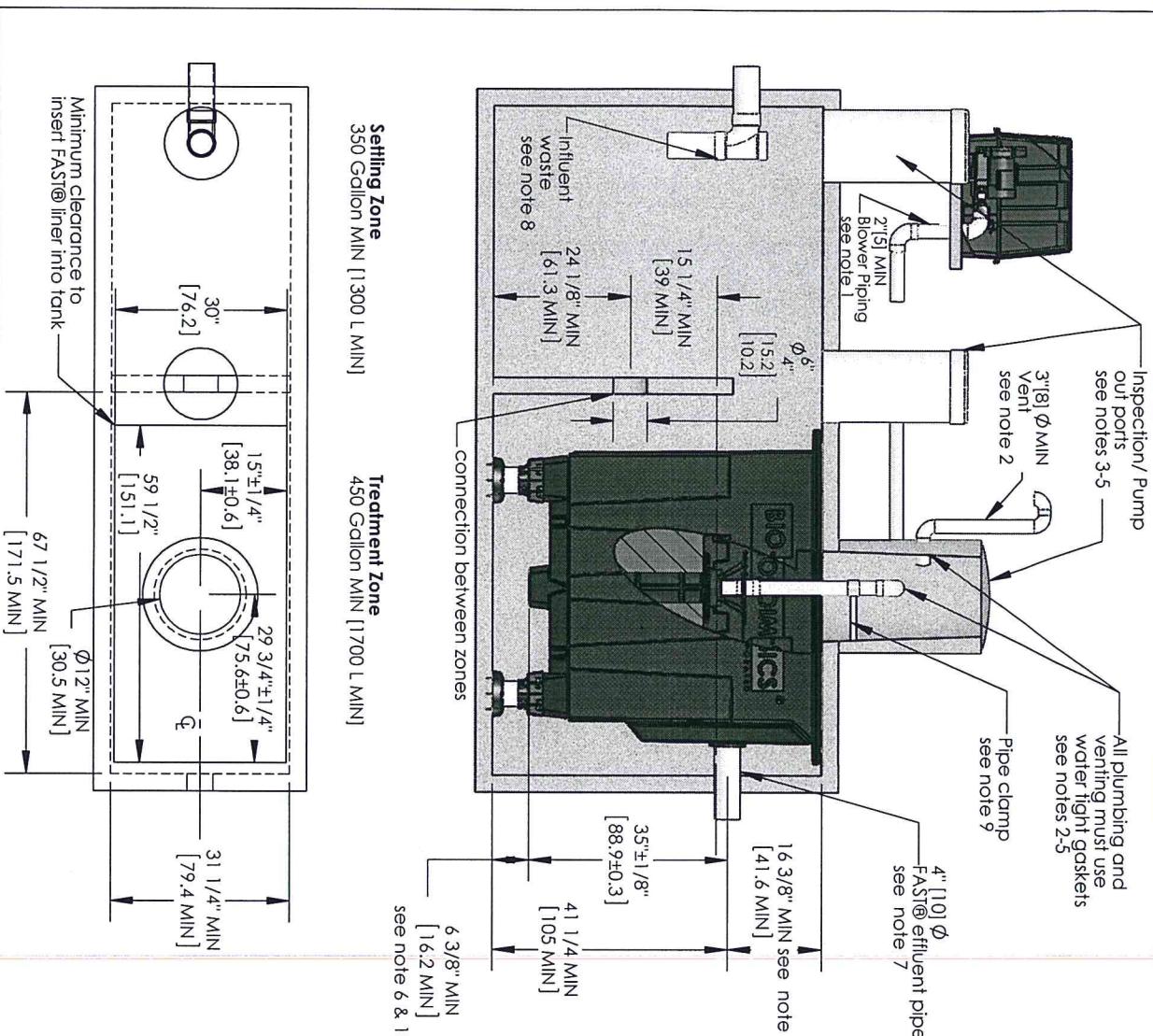
Received

APR 15 2015

Pulaski Central LHU







NOTES

- Airline piping to FAST® may not exceed 100 FT [30m] total length and have a maximum of 4 elbows in the piping system. For distances greater than 100 FT [30m] consult factory. Blower must be located above flood levels on a concrete base 28" X 20" X 2" [65 X 50 X 5cm] min.
- Vent to desired location and cover opening with a vent grate with at least 7 sq in./45 sq. cm) open surface area. Secure with stainless steel screws. Vent piping must not allow condensate build up or create back pressure. Vent must be above finished grade or higher (see sheet 4 of 4).
- All appurtenances to FAST® (e.g. tanks, access ports, electrical, etc.) must conform to all applicable country, state, province, and local plumbing and electrical codes. Pump out access shall be adequate to thoroughly clean out both zones.
- All inspection, viewing and pump out ports must be secured to prevent accidental or unauthorized access.
- Tank, piping, conduit, etc. are provided by others. Blower control system by Bio-Microbics, Inc. See Installation Manual.
- If less than the specified minimums are considered necessary, consult factory for guidance.
- All piping and ancillary equipment installed after FAST must not impede or restrict free flow of effluent.
- The tank(s) shall be designed to prevent air passage between the settling zone/tank and the treatment zone and preventing an air lock. Examples include a baffle wall sealed to the lid or treatment zone inlet line with a pipe cap. Consult factory for guidance.
- The air supply line into the FAST® unit must be secured to prevent vibration induced damage. The air supply line should be secured with a non-corrosive clamp every 2 min [60 cm]. See alternate air supply option on sheet 4 of 4.
- Specialized treatment levels may require specific features to be incorporated into the design. Consult factory for guidance.
- Min. height may be reduced, consult factory and reference "Low Profile Module Procedure.pdf"
- Refer to sheet 4 of 4 for leg extensions requirements.

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DO NOT SCALE UNLESS NOTED DIMENSIONS ARE IN INCHES (CENTIMETERS) TOLERANCES ± 0.02 IN/IN [± 0.05 CM/CM]		MICROFAST 0.50 FAST Unit	
WEIGHT	lb	SIZE	DRAWING NUMBER
	A	MicroFAST 0.50 with feet	SHEET 2 OF 4

BIO-MICROBICS © 2014  
DRAWN CTC 12/18/2006  
CHECKED P 9/18/2013  
REV. NH05-V  
REVISED 9/18/2013

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 tank, installation of the FAST unit, and delivery to the job site.

2. OPERATING CONDITIONS

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

3. MEDIA

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

4. BLOWER

The MicroFAST 0.50 unit shall come equipped with a regenerative type blower capable of delivering 17.25 CFM [31-46 m<sup>3</sup>/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 110/120V/AC, 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 gpm (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 parts must be returned by owner to Bio-Microbics, Inc. s factory postage paid, 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, operator 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 protection. 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, material, 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. NO REPRESENTATIVE 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.



BETTER WATER. BETTER WORLD.

MicroFAST 0.50 FAST Unit

DO NOT SCALE	UNLESS NOTED	DIMENSIONS ARE IN INCHES [CENTIMETERS]	TOLERANCES ± 0.02 IN/IN [± 0.05 CM/CM]	WEIGHT	lb	SIZE	DRAWING NUMBER	MicroFAST® 0.50 Specifications	SHEET 3 OF 4
								DRAWN CTC 12/18/2006 CHECKED PF 9/18/2013	REV. INI-05-V REVISED 9/18/2013

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# SERVICE AND MAINTENANCE CONTRACT

1. **Parties.** This contract ("Agreement" or "Contract") is between Meinco Septic Systems, Inc., ("Meinco") and Dollar General ("Client"), referred to individually as a "Party" and collectively as the "Parties."
2. **Service Location.** This is a Contract for septic system service and maintenance services provided by Meinco for Client located at 2504 Ferndale Cut Off, Little Rock, Arkansas 72223 hereinafter referred to as the "Service Site."
3. **Service Fees.** Client agrees to pay Meinco One Hundred Fifty Dollars (\$ 150.00) for septic system service and maintenance specifically work performed every Three Months (Quarterly) and described more specifically below (hereinafter referred to as "Service Work"). Meinco and Client agree that the invoiced amount is good consideration for this Contract and the services set forth below and reflects the bargained for terms of this agreement.
4. **Materials Charges.** During regular maintenance Meinco will replace materials necessary to keep the septic system operating efficiently (chlorine tablets, UV light bulbs, floats, filters, etc.). Meinco and Client agree that Meinco shall submit to client the costs of maintenance parts and materials and Client will promptly pay the same.
5. **Laboratory Fees.**  
A)  This paragraph is inapplicable.  
B)  Client agrees that Meinco will use a third party laboratory, Environmental Services, Inc. for any sampling that is required under this Contract. In such event, Meinco shall submit to Client a laboratory fee of \$ 110.00 and Client will promptly pay the same.
6. **Services Provided.** Meinco agrees to provide the following Service Work to the Client and the Service Site:
  - A) Maintenance requirements, including review of system components and their working condition, monitoring of solid levels to determine system efficiency, and periodic cleaning of system filters or media.
  - B) i.  This paragraph is inapplicable  
ii.  Necessary sampling and submission of paperwork every 6 month(s) or as required to comply with the Arkansas Department of Health Onsite Maintenance Program
  - C) Necessary paperwork every 6 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 6 month(s) in coordination with a 3rd party laboratory for required laboratory tests
7. **Contract Duration.** This contract shall be for a period of 24 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 flow exceeds 500 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 maintain the septic system is terminated. Meinco may remedy such conditions by replacing parts or correcting defects. If Meinco makes such changes to the septic system, then it may charge to client the costs of repairs, modifications, parts, and labor. Meinco may, at its discretion, seek payment in advance of making any repairs or modifications to the septic system. In such event, Meinco shall not be responsible for any damage or adverse effects for its delay in making repairs or modifications to the septic system.
10. **Access to System.** Client agrees to provide Meinco access to the septic system as well as its parts and components.
11. **Termination by Client.** Client may terminate this contract by providing thirty (30) days written notice to Meinco.
12. **Termination by Meinco.** Notwithstanding, and in addition to, any other provision or term in this Contract, MEINCO MAY TERMINATE THIS CONTRACT AT ANY TIME AND WITHOUT PREVIOUS NOTICE TO CLIENT.
13. **Solid Removal.** Solid removal is not a covered service and shall incur an additional fee. If Meinco removes solids from the septic system, then it may charge to client the costs of solid removal. In any event, Meinco shall not be responsible for any damage or adverse effects for any delay in removing solids.
14. **Indemnity.** To the fullest extent permitted by law, Client shall indemnify, hold harmless, and defend Meinco and any agent or employees of Meinco from and against all injuries, claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising directly or indirectly out of the obligations herein undertaken or resulting out of operations related to the Service Work or Service Site conducted by Meinco. Meinco's agents, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such injury, claim, damage, losses, or expenses is caused in part by a party indemnified. Such obligation shall not negate, abridge, or otherwise reduce the rights or obligations of indemnity which would otherwise exist to a party or person described in this paragraph.

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 work 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.

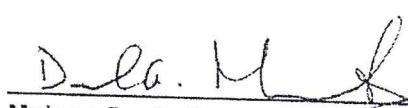
23. **Waiver of Agreement Terms.** Meinco, at its sole discretion and leisure, may waive any term in this Agreement. Such waiver shall not, under any conditions or circumstances, constitute a modification of this Agreement. Additionally, such waiver shall not, under any conditions or circumstances, constitute a course of performance, course of dealings, or trade usage between Meinco and Client. Any waiver by Meinco shall be limited to a single incident or event. No waiver of any term of this Agreement is valid unless it is 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 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).

  
\_\_\_\_\_  
Meinco Septic Systems, Inc.

4/5/2015

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  $\geq 3000$  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.**

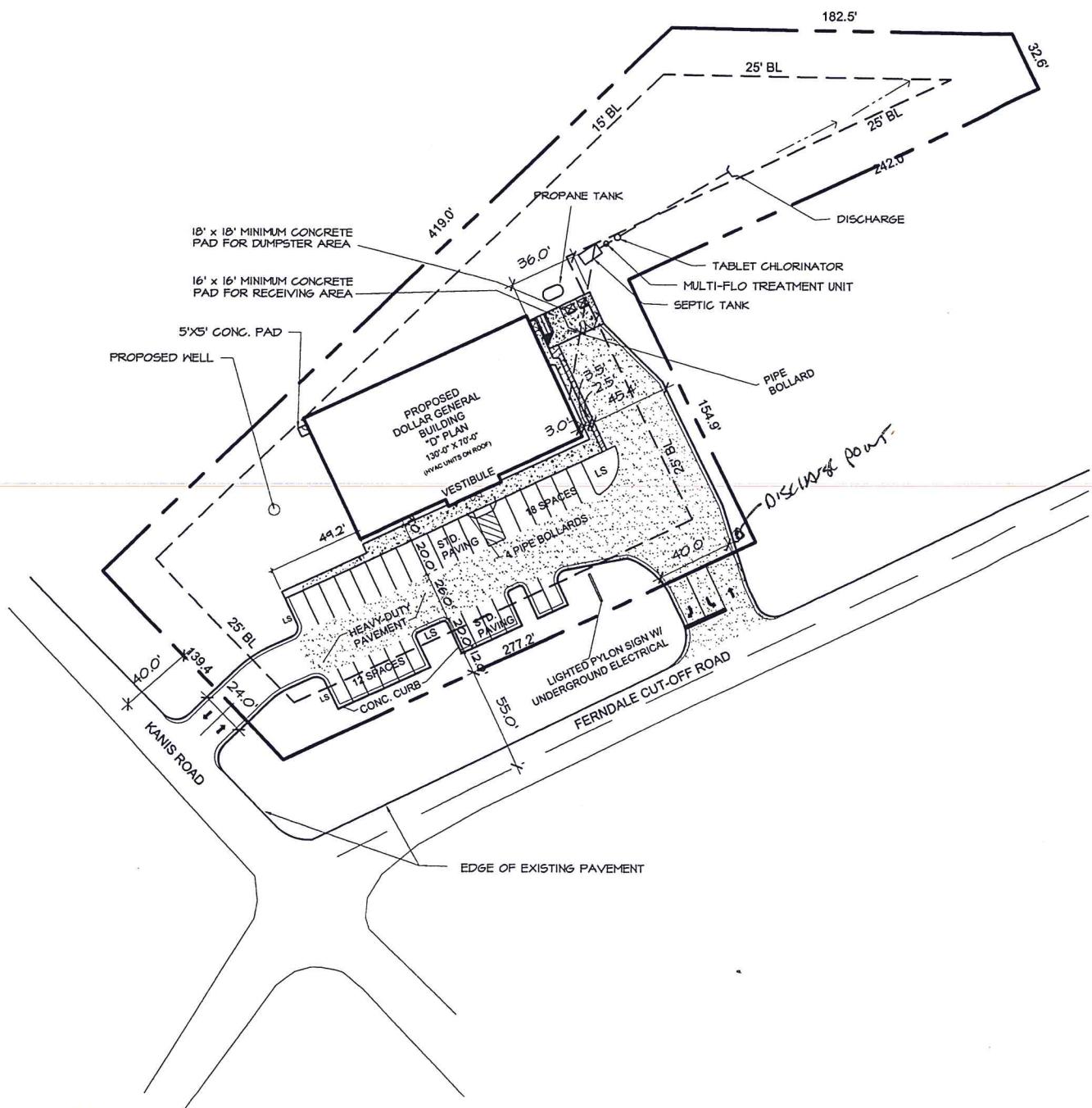
SIGNED: X SIGNED: \_\_\_\_\_  
(Property Owner) (Health Department)

DATE: X DATE: \_\_\_\_\_

## PRELIMINARY SITE PLAN

LITTLE ROCK, AR  
FERNDALE CUT-OFF RD & KANIS

PROTOTYPE:	D	DEVELOPER	DESIGNER	DATE:
BLDG/SALES SF:	9100/7310	COMPANY: PB GENERAL HOLDINGS, LLC	COMPANY: BARTLETT ARCHITECTURE, INC.	12-16-2014
ACREAGE:	1.85 ACRES	NAME: SCOTT PROCTOR	NAME: DANIEL BARTLETT	
PARKING SPACES:	30	PHONE #: 501-219-8899	PHONE #: 501-794-4448	



SCALE = 1'=80'

\* Optional System Utilization Verification Form



**Arkansas Department of Health**  
Environmental Health Protection

Receipt Number

Individual Onsite Wastewater System Permit Application

Permit Type  New Installation  
 Alteration / Repair

DR Environmental ID #

7 6 0 1 0 5 5 5 4 7

Homeowner

Builder/Developer

Fee Schedule for Structures	✓
Structures 1500 sq ft or less	<input type="checkbox"/>
\$ 30.00	<input checked="" type="checkbox"/>
Structures more than 1500 sq ft and up to 2000 sq ft	<input type="checkbox"/>
\$ 45.00	<input type="checkbox"/>
Structures more than 2000 sq ft and up to 3000 sq ft	<input type="checkbox"/>
\$ 90.00	<input type="checkbox"/>
Structures more than 3000 sq ft and up to 4000 sq ft	<input type="checkbox"/>
\$120.00	<input type="checkbox"/>
Structures more than 4000 sq ft	<input type="checkbox"/>
\$150.00	<input type="checkbox"/>
Alteration and Repair	<input type="checkbox"/>
\$ 30.00	<input checked="" type="checkbox"/>

TO THE PROPERTY OWNER

Onsite Wastewater System Utilization Verification

Property location: 2504 Ferndale Cut-off, Little Rock, AR 72223  
(Address of Proposed System, City, State, Zip)

I hereby attest there are — bedrooms (— number of persons for commercial) and the square footage of the structure that will utilize the designed onsite wastewater system in this permit application is accurate. I have reviewed the permit application and understand the layout, installation, maintenance, operation and expense(s) that may be associated with this system. 150 GPD, Commercial

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

Owner/Applicant Signature

A handwritten signature in black ink, appearing to read 'J. Brown'.

Date X 4. 15

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



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

**MEMORANDUM OF AGREEMENT**

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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: X *John* \_\_\_\_\_  
(Property Owner)

DATE: X *4/14/15* \_\_\_\_\_

SIGNED: X *Phil* \_\_\_\_\_  
(Health Department)

DATE: X *2/23/15* \_\_\_\_\_

# INSTRUCTIONS FOR DISCLOSURE STATEMENT

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.

**Disclosure statement** means a written statement by the applicant that contains:

- The full name and business address of the applicant and all affiliated persons;
- The full name and business address of any legal entity in which the applicant holds a debt or equity interest of at least five percent (5%) or that is a parent company or subsidiary of the applicant, and a description of the ongoing organizational relationships as they may impact operations within the state;
- A description of the experience and credentials of the applicant, including any past or present permits, licenses, certifications, or operational authorizations relating to environmental regulation;
- A listing and explanation of any civil or criminal legal actions by government agencies involving environmental protection laws or regulations against the applicant and affiliated persons in the ten (10) years immediately preceding the filing of the application, including administrative enforcement actions resulting in the imposition of sanctions, permit or license revocations or denials issued by any state or federal authority, actions that have resulted in a finding or a settlement of a violation, and actions that are pending;
- A listing of any federal environmental agency and any other environmental agency outside this state that has or has had regulatory responsibility over the applicant; and
- Any other information the Director of the Arkansas Department of Environmental Quality may require that relates to the competency, reliability, or responsibility of the applicant and affiliated persons.

## Exemptions:

The following persons or entities are not required to file a disclosure statement:

- Governmental entities, consisting only of subdivisions or agencies of the federal government, agencies of the state government, counties, municipalities, or duly authorized regional solid waste authorities as defined by § 8-6-702. (This exemption shall not extend to improvement districts or any other subdivision of government which is not specifically instituted by an act of the General Assembly.)
- Applicants for a general permit to be issued by the department pursuant to its authority to implement the National Pollutant Discharge Elimination System for storm water discharge.
- If the applicant is a publicly held company required to file periodic reports under the Securities and Exchange Act of 1934 or a wholly owned subsidiary of a publicly held company, the applicant shall not be required to submit a disclosure statement, but shall submit the most recent annual and quarterly reports required by the Securities and Exchange Commission which provide information regarding legal proceedings in which the applicant has been involved. The applicant shall submit such other information as the director may require that relates to the competency, reliability, or responsibility of the applicant and affiliated persons.

*fill out where highlighted  
"N/A" is an answer.*

## **Exemptions continued:**

**The following permits, licenses, certifications, and operational authorizations are also exempt from submitting a disclosure statement:**

- Hazardous Waste Treatment, Storage, and Disposal Permit Modifications (Class 1, 2, and 3), as defined in Arkansas Pollution Control and Ecology Commission (APC&EC) Regulation 23;
- Phase 1 Consultants, as defined in APC&EC Regulation 32;
- Certifications for Operators of Commercial Hazardous Waste Facilities, as defined in APC&EC Regulation 23 § 264.16(f);
- Regulated Storage Tank Contractor or Individual License Renewals as defined in APC&EC Regulation 12;
- Certifications for Persons Operating and Maintaining Underground Storage Tank Systems which Contain Regulated Substances, as defined in APC&EC Regulation 12.701, *et. seq.*;
- Laboratory Certifications, as defined in Ark. Code Ann. § 8-2-201, *et. seq.*;
- Individual Homeowners seeking coverage under General Permit ARG5500000;
- Wastewater Operator Licenses, as defined in APC&EC Regulation 3;
- Water Permit Modifications for permits issued under the authority of the Arkansas Water and Air Pollution Control Act (Ark. Code Ann. §8-4-101, *et. seq.*);
- Solid Waste Permit Modifications for permits issued under APC&EC Regulation 22;
- Solid Waste Landfill Operator License Renewals, as defined in Regulation No. 27;
- Air Permit Modifications for permits issued under APC&EC Regulations 18, 19, and 26; and
- Asbestos Certification Renewals, as defined in Regulation 21.

**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.**

# ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY DISCLOSURE STATEMENT

## Instructions for the Completion of this Document:

- 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.

Mail to:

ADEQ  
DISCLOSURE STATEMENT  
[List Proper Division(s)]  
5301 Northshore Drive  
North Little Rock, AR 72118-5317

Hand Deliver to:

ADEQ  
DISCLOSURE STATEMENT  
[List Proper Division (s)]  
5301 Northshore Drive  
North Little Rock, AR 72118-5317

1. APPLICANT: (Full Name)

VANTASSEL PROCTOR, INC

2. MAILING ADDRESS (Number and Street, P.O.Box Or Rural Route):

5110 TALET RD

3. CITY, STATE, AND ZIPCODE:

LITTLE ROCK AR 72204

4. (check all that apply.)

Individual  Corporate or Other Entity

Permit  License  Certification  Operational Authority

New Application  Modification  Renewal Application (If no changes from previous disclosure statement, complete number 5 and 18.)

Air  Water  Hazardous Waste  Regulated Storage Tank  Mining  Solid Waste

Environmental Preservation and Technical Service

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 I filed with ADEQ on \_\_\_\_\_

Signature of Individual or Authorized Representative of Firm or Legal Entity  
(Also complete #18.)

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.)

T. Scott Proctor runs the company and is in good standing.

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

8. List all officers of the Applicant. (Add additional pages, if necessary.)

NAME: TED VANASSEL TITLE: PRESIDENT

STREET: 5110 TALLEY RD.

CITY, STATE, ZIP: LITTLE ROCK AR 72204

NAME: T Scott Proctor TITLE: VICE PRESIDENT

STREET: 5110 TALLEY RD

CITY, STATE, ZIP: LITTLE ROCK AR 72204

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

9. List all directors of the Applicant. (Add additional pages, if necessary.)

NAME: N/A TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

10. List all partners of the Applicant. (Add additional pages, if necessary.)

NAME: N/A TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

11. List all persons employed by the Applicant in a supervisory capacity or with authority over operations of the facility subject to this application.

NAME: N/A TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

12. List all persons or legal entities, who own or control more than five percent (5%) of the Applicant's debt or equity.

NAME: N/A TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

13. List all legal entities, in which the Applicant holds a debt or equity interest of more than five percent (5%).

NAME: N/A TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

14. List any parent company of the Applicant. Describe the parent company's ongoing organizational relationship with the Applicant.

NAME: N/A \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

Organizational Relationship:

15. List any subsidiary of the Applicant. Describe the subsidiary's ongoing organizational relationship with the Applicant.

NAME: N/A \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

Organizational Relationship:

16. List any person who is not now in compliance or has a history of noncompliance with the environmental laws or regulations of this state or any other jurisdiction and who through relationship by blood or marriage or through any other relationship could be reasonably expected to significantly influence the Applicant in a manner which could adversely affect the environment.

NAME: N/A TITLE: \_\_\_\_\_  
STREET: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
STREET: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

17. List all federal environmental agencies and any other environmental agencies outside this state that have or have had regulatory responsibility over the Applicant.

N/A

## 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.**

State of ARKANSAS

County of PULASKI

I, T. Scott Proctor, swear and affirm that the information contained in this Disclosure Statement is true and correct to the best of my knowledge, information and belief.

APPLICANT  
SIGNATURE: M

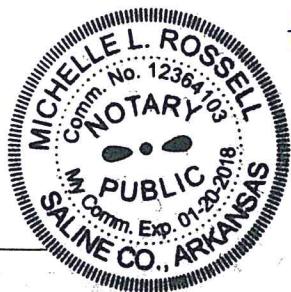
COMPANY V. P.  
TITLE: \_\_\_\_\_

DATE: 5.20.15

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20 DAY OF MAY 20 15

MY COMMISSION EXPIRES:

1-20-18



M. Ross  
NOTARY PUBLIC