



ARG (NPDES non-stormwater general permit) Notice of Intent - ARG160000, ARG250000, ARG500000, ARG550000, ARG6400000, ARG670000, ARG750000, and ARG790000 Applications for New Permit Coverage

version 1.30

(Submission #: HQ8-9KJR-JYZF3, version 2)

Details

Reference # ARG550886

Submission ID HQ8-9KJR-JYZF3

Form Input

Type of Permit Application

Permit Type

ARG550000 - Individual Treatment System for Domestic Waste

Is this permit for an individual homeowner?

No

Initial Fee (in dollars)

200

Total Fee due with Application (in dollars)

200

ARG550000: Specific Information

Exclusions

Please note that the following discharges are excluded from coverage under the ARG550000 general permit:

1. Systems with multiple discharges,
2. Facilities requiring financial assurance in accordance with Arkansas Code Annotated 8-4-203(b), and
3. Discharges that include non-domestic waste

I certify that to the best of my knowledge, this facility is not subject to the exclusions listed above.

Yes

Other Exclusions

In addition to the above exclusion, waterbody-specific exclusions and/or other exclusions may be applicable. See the permit for details:

<https://www.adeq.state.ar.us/downloads/WebDatabases/PermitsOnline/NPDES/Permits/ARG550000.pdf>

The Aquaview application may be useful if you wish to check the status of receiving waters for the facility:

<https://arkansasdeq.maps.arcgis.com/apps/webappviewer/index.html?id=fb5a6aa70fd940cda4c9a3d7bc2fbb15>

Site Map

Please attach a site map that shows the following:

1. Entrance/driveway of the facility/residence,
2. Location of the treatment system, and
3. Location of the outfall

Site Map

DG Site map.PNG - 11/20/2024 01:53 PM

Comment

NONE PROVIDED

Please attach approval from the Arkansas Department of Health (typically the EHP-19 form)

1193_241007091344_001.pdf - 11/20/2024 01:54 PM

Comment

NONE PROVIDED

Permittee Information

AFIN (Enter if available)

NONE PROVIDED

Permittee (Legal Name)

The permittee means any person (an individual, association, partnership, corporation (i.e. LLC or Inc.), municipality, state, or federal agency) who has the primary management and ultimate decision-making responsibility over the operation of a facility or activity.

For individual homeowners, the permittee must be the name of the homeowner or homeowners, e.g. "Jane Doe" or "John and Jane Doe"

For corporations, the permittee legal name must be an EXACT MATCH with the Arkansas Secretary of State (including all punctuation). Below is a link to verify the match:

[Arkansas Secretary of State](#)

Permittee (Legal Name)

DOLGENCORP, LLC

Permittee Type

Corporation/LLC

State of Incorporation or Registration

KY

State of Origin Secretary of State Certification

Certificate of Existence - Commonwealth of Kentucky.pdf - 11/20/2024 01:55 PM

Comment

NONE PROVIDED

Permittee Mailing Information

Prefix

Mr.

First Name

Gary

Middle Name

NONE PROVIDED

Last Name

Knight

Title

Director of Store Facility Management

Phone Type

Business

Number

615-855-4000

Extension

Email

gknight@dollargeneral.com

Address

100 MISSION RDG

GOODLETTSVILLE, TN 37072

Is the invoice address the same as the mailing address for permit documents?

Yes

Is there an active consultant for this facility?

No

Facility/Site Information

Facility/Site Name

DGC-Emerson

Location of the Facility/Site

Please provide the 911 address if available. If a 911 address is not available, please provide a description of the site location (e.g. 0.5 miles north of intersection of A Street and B Street).

Facility/ Site Information

Facility/Site Contact

Prefix

Mr.

First Name Middle Name Last Name

Gary NONE PROVIDED Knight

Title

Director of Store Facility Management

Phone Type Number Extension

Business 615-855-4000

Email

gknight@dollargeneral.com

Facility/Site Address

492 S Elm Street

Emerson, AR 71740

Facility County (if the facility/site is in multiple counties, choose "other" and explain)

Columbia

Coordinates of the Facility/Site Entrance. This should be the driveway or front gate for most facilities, or the location of the project trailer/other local staging point for hydrostatic testing

33.094029,-93.191407

Common SIC & NAICS Codes

Facility Type	SIC Code	NAICS Code
Individual Homeowner (sewage treatment)	4952	221320
Solid Waste Landfill	4953	562212
Construction Sand and Gravel	1442	212321
Crushed and Broken Limestone	1422	212321
Crushed and Broken Stone, Not Elsewhere Classified	1429	212319
Water Supply	4941	221310
Carwashes	7542	811192

For other SIC and NAICS codes, you can search the following website:

<https://www.naics.com/search/>

Primary SIC Code

5331

CORRECTION REQUEST (CORRECTED)**Incorrect SIC**

Please correct the SIC to reflect Dollar General's appropriate code. The provided SIC applies to individual homeowners or publicly owned treatment facilities. Please ensure a new signed harcopy certification form is sent in reflecting the new revision number.

Created on 12/12/2024 9:14 AM by **Leon Golden**

1 COMMENT

David Meints (david@meincowastewater.com) (12/18/2024 4:56 PM)

Leon, I have been on the website and all the business' have 4952 for the SIC Code or they don't have anything.

Primary NAICS Code

221320

Other applicable SIC codes and/or NAICS codes

NONE PROVIDED

Permit Numbers and/or names of any permits issued by DEQ or EPA for an activity located in Arkansas that is presently held by the applicant or its parent or subsidiary corporation

Permit Name	Permit Number	Held By
-------------	---------------	---------

Licensed Wastewater Operator(s) (if applicable). ARG55 coverage requires a Class II Municipal or higher license. ARG64 coverage requires a Class I Municipal or Basic Industrial, or higher license. ARG16 and ARG79 coverage requires a Basic Industrial or higher license or higher. ARG67 coverage does not require a licensed operator. Other ARG coverage may or may not require a licensed operator depending on the type of treatment, see the permits for details.

Operator Name	License Number	Municipal License Class	Industrial License Class
David A Meints	009055	III	Basic

Discharge/Outfall Information**Receiving Stream Information**

Below is a link the DEQs AquaView Mapping Tool that may be useful for receiving stream information and ultimate receiving stream information. You can also check for special waterbody designations and impairments that could exclude discharges from coverage under a general permit.

[Aquaview](#)

The outfall latitude and longitude must be entered in decimal format (like 36.1234, -92.1234). Do you have a Degree/Minute/Second measurement (like 36°12'34.56", 92°12'34.56") that you need to convert?

No

Outfall Information

Outfall Number	Latitude	Longitude	Estimated Flow - Please include units, such as MGD or GPD	Effluent Description	Name of Receiving Stream (i.e. an unnamed tributary of Mill Creek, thence into Mill Creek, thence into the Arkansas River)	Type of Treatment System (Include all components of the treatment system. Can be "none" if no treatment is used)	Coordinates Check
001	33.093885	-93.192528	150	treated wastewater	Red River	Bio Microbics Microfast 0.5 with UV and Post Aeration	NONE PROVIDED

Outfall Number	Latitude	Longitude	Estimated Flow - Please include units, such as MGD or GPD	Effluent Description	Name of Receiving Stream (i.e. an unnamed tributary of Mill Creek, thence into Mill Creek, thence into the Arkansas River)	Type of Treatment System (Include all components of the treatment system. Can be "none" if no treatment is used)	Coordinates Check
NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED
NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED

Responsible and Cognizant Official Information

Cognizant Official (duly authorized representative)

40 CFR 122.22(b) states that all reports required by the permit, or other information requested by the Director, shall be signed by the applicant (or person authorized by the applicant) or by a duly authorized representative of that person. A person is a duly authorized representative only if:

- (1) the authorization is made in writing by the applicant (or person authorized by the applicant);
- (2) the authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity responsibility, or an individual or position having overall responsibility for environmental matters for the company.

Cognizant Official Designation

One Cognizant Official is designated for this facility

The applicant hereby designates the following person as a Cognizant Official, or duly authorized representative, for signing reports, etc., including Discharge Monitoring Reports (DMR) required by the permit, and other information requested by the Director:

Cognizant Official

Prefix

NONE PROVIDED

First Name Middle Name Last Name

David A Meints

Title

Class III Operator

Phone Type Number Extension

Business 501-821-3837 101

Email

david@meinco wastewater.com

Responsible Official

In accordance with 40 CFR 122.22, all NOI shall be signed as follows:

- 1) For a corporation: by a responsible corporate officer. For purposes of this section, a responsible corporate officer means:
 - a. A president, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - b. The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to ensure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- 2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively;
- 3) For a municipality, State, Federal or other public agency: by either a principal executive or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes:
- a. The chief executive officer of the agency; or
 - b. A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.
- For individual homeowners seeking coverage under the ARG550000 general permit, the homeowner is the responsible official. For joint ownership, one of the co-owners must sign as the responsible official.

Responsible Official Information

Prefix		
Mr.		
First Name	Middle Name	Last Name
Gary	NONE PROVIDED	Knight
Title		
Director of Store Facility Management		
Phone Type	Number	Extension
Business	615-855-4000	
Email		
gknight@dollargeneral.com		

Disclosure Statement or SEC Forms

Ark. Code Ann. 8-1-106 requires that applicants for any type of permit or transfer of any permit, license, certification or operational authority issued by the DEQ file a Disclosure Statement with their application unless exempt for doing so under Ark. Code Ann. 8-1-106(b)(2). The filing of a Disclosure Statement is mandatory. No application can be considered administratively complete without a completed Disclosure Statement unless that facility is exempt. Publicly traded companies may submit the most recent 10-K and 10-Q filings to the Securities and Exchange Commission (SEC) in lieu of the Disclosure Statement.

https://www.adeq.state.ar.us/ADEQ_Disclosure_Statement.pdf

Disclosure Statement

I will attach a disclosure statement

Disclosure Statement or SEC 10-K and 10-Q forms

<u>Disclosure Dollar General -.pdf - 11/20/2024 02:12 PM</u>
Comment
NONE PROVIDED

Revisions

Revision	Revision Date	Revision By
Revision 1	11/20/2024 1:51 PM	David Meints
Revision 2	12/18/2024 4:54 PM	David Meints

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

Michael G. Adams
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Existence

Authentication number: 322219

Visit <https://web.sos.ky.gov/fts/show/certvalidate.aspx> to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

DOLGENCORP, LLC

DOLGENCORP, LLC is a limited liability company duly organized and existing under KRS Chapter 14A and KRS Chapter 275, whose date of organization is December 21, 1973 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that articles of dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 4th day of November, 2024, in the 233rd year of the Commonwealth.



Michael G. Adams

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
322219/0017665



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 Energy and Environment (E&E), Division of Environmental Quality (DEQ) 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 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 rule;
- A listing and explanation of any civil or criminal legal actions by government agencies involving environmental protection laws or rules against the applicant and affiliated persons in the ten 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 Chief Administrator of the Environment 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 DEQ 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 Chief Administrator may require that relates to the competency, reliability, or responsibility of the applicant and affiliated persons.

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

- Laboratory Accreditations, as defined in A.C.A. § 8-2-201 et. seq.
- Hazardous Waste Treatment, Storage, and Disposal Permit Modifications (Class 1, 2, and 3), as defined in Pollution Control and Ecology Commission (PC&EC) Rule 23;
- Phase 1 Consultants, as defined in PC&EC Rule 32;
- Certifications for Operators of Commercial Hazardous Waste Facilities, as defined in PC&EC Rule 23 § 264.16(f);
- Regulated Storage Tank Contractor or Individual License Renewals as defined in PC&EC Rule 12;
- Certifications for Persons Operating and Maintaining Underground Storage Tank Systems which Contain Regulated Substances, as defined in PC&EC Rule 12.701, et. seq.;
- Individual Homeowners seeking coverage under General Permit ARG5500000; Wastewater Operator Licenses, as defined in PC&EC Rule 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 PC&EC Rule 22; Solid Waste Landfill Operator License Renewals, as defined in Rule 27;
- Air Permit Modifications for permits issued under PC&EC Rules 18, 19, and 26; and Asbestos Certification Renewals, as defined in Rule 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.



Instructions for the completion of this document:

- A. Individuals, firms, or other legal entities with no changes to a DEQ Disclosure Statement, complete items I through III and XVI.
- B. Individuals who never submitted a DEQ Disclosure Statement, complete items I through II, IV, V, and XIV through XVI.
- C. Firms or other legal entities who never submitted a DEQ Disclosure Statement, complete items I through III, and IV through XVI.

IF NOT SUBMITTING BY EPORTAL, MAIL ORIGINAL TO:

Arkansas Energy & Environment,
Division of Environmental Quality,

Disclosure Statement
5301 Northshore Drive,
North Little Rock, AR 72118-5317

I. APPLICANT INFORMATION

APPLICANT NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

II. APPLICANT CATEGORY

APPLICANT TYPE: ☐ INDIVIDUAL ☐ OTHER LEGAL ENTITY

REASON FOR SUBMISSION:

- | | | |
|--|--|--|
| <input type="checkbox"/> PERMIT | <input type="checkbox"/> CERTIFICATION | <input type="checkbox"/> OPERATIONAL AUTHORITY |
| <input type="checkbox"/> LICENSE | <input type="checkbox"/> MODIFICATION | <input type="checkbox"/> NEW APPLICATION |
| <input type="checkbox"/> RENEWAL APPLICATION | | |

(If no changes from previous disclosure statement, complete number III and XVI.)

PROGRAMS:

- | | | |
|--|--------------------------------------|---|
| <input type="checkbox"/> AIR | <input type="checkbox"/> MINING | <input type="checkbox"/> HAZARDOUS WASTE |
| <input type="checkbox"/> WATER | <input type="checkbox"/> SOLID WASTE | <input type="checkbox"/> REGULATED STORAGE TANK |
| <input type="checkbox"/> USED TIRE PROGRAM | | |

III. DECLARATION OF NO CHANGES

The violation history, experience and credentials, involvement in current or pending environmental lawsuits, civil, and criminal, have not changed since the last Disclosure Statement that was filed with DEQ on unknown.

IV. Describe the experience and credentials of the Applicant, including the receipt of any past or present permits, licenses, certifications, or operational authorization relating to environmental regulation. (Attach additional pages, if necessary.)

N/A

V. 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:

- A. Administrative enforcement actions resulting in the imposition of sanctions
- B. Permit or license revocations or denials issued by any state or federal authority
- C. Actions that have resulted in a finding or a settlement of a violation
- D. Pending actions

(Attach additional pages, if necessary.)

N/A

*Firms or other legal entities shall also include this information for all persons and legal entities identified in sections VI through XIV of this Disclosure Statement.

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

OFFICER NAME: Todd Vasos
JOB TITLE: CEO
STREET ADDRESS: 100 Mission Ridge
CITY: Goodlettsville **STATE:** TN **ZIP CODE:** 37072

OFFICER NAME: Steve Deckard
JOB TITLE: Executive Vice President, Store Operations and Development
STREET ADDRESS: 100 Mission Ridge
CITY: Goodlettsville **STATE:** TN **ZIP CODE:** 37072

OFFICER NAME: Kelly Dilts
JOB TITLE: Executive Vice President and Chief Financial Officer
STREET ADDRESS: 100 Mission Ridge
CITY: Goodlettsville **STATE:** TN **ZIP CODE:** 37072

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

DIRECTOR NAME: Gary Knight
JOB TITLE: Director of Store Facility Management
STREET ADDRESS: 100 Mission Ridge
CITY: Goodlettsville **STATE:** TN **ZIP CODE:** 37072

DIRECTOR NAME: _____
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____

DIRECTOR NAME: _____
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____

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

PARTNER NAME: N/A
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PARTNER NAME: _____
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____

PARTNER NAME: _____
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____

IX. List all persons employed by the Applicant in a supervisory capacity or with authority over operations of the facility subject to this application. (Add additional pages, if necessary.)

EMPLOYEE NAME: N/A
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____

EMPLOYEE NAME: _____
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____

EMPLOYEE NAME: _____
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____

X. List all persons or legal entities, who own or control more than five percent (5%) of the Applicant's debt or equity. (Add additional pages, if necessary.)

INDIVIDUAL/ENTITY NAME: _____
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____

ORGANIZATIONAL RELATIONSHIP:

N/A

INDIVIDUAL/ENTITY NAME: _____
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____
ORGANIZATIONAL RELATIONSHIP:
N/A

INDIVIDUAL/ENTITY NAME: _____
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____
ORGANIZATIONAL RELATIONSHIP:
N/A

XI. List all legal entities, in which the Applicant holds a debt or equity interest of more than five percent (5%). (Add additional pages, if necessary.)

ENTITY NAME: _____
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____
ORGANIZATIONAL RELATIONSHIP:
N/A

ENTITY NAME: _____
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____
ORGANIZATIONAL RELATIONSHIP:

N/A

ENTITY NAME: _____
JOB TITLE: _____
STREET ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____
ORGANIZATIONAL RELATIONSHIP:

N/A

XII. List any parent company of the Applicant. Describe the parent company's ongoing organizational relationship with the Applicant. (Add additional pages, if necessary.)

COMPANY NAME: _____
STREET ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____
ORGANIZATIONAL RELATIONSHIP:

N/A

XIII. List any subsidiary of the Applicant. Describe the subsidiary's ongoing organizational relationship with the Applicant. (Add additional pages, if necessary.)

COMPANY NAME: _____

STREET ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

ORGANIZATIONAL RELATIONSHIP:

N/A

XIV. List any person who is not now in compliance or has a history of noncompliance with the environmental law or rules 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. (Add additional pages, if necessary.)

INDIVIDUAL NAME: _____ N/A

JOB TITLE: _____

STREET ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

INDIVIDUAL NAME: _____

JOB TITLE: _____

STREET ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

XV. List all federal environmental agencies and any other environmental agencies outside this state that have or have had regulatory responsibility over the Applicant. (Attach additional pages, if necessary.)

N/A

XVI. VERIFICATION AND ACKNOWLEDGMENT

The Applicant agrees to provide any other information the DEQ Chief Administrator may require at any time to comply with the provisions of the Disclosure Law and any rules promulgated thereto. The Applicant further agrees to provide the DEQ 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.

SKIP THIS SECTION IF SUBMITTING WITH CROMERR-APPROVED SIGNATURE ON EPORTAL

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 who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violation.

APPLICANT SIGNATURE: J. J. Knight

JOB TITLE: _____ **DATE:** _____



Arkansas
Department of Health
Keeping Your Hometown Healthy

SEPTIC TANK PERMIT

Customer Name: KEVIN CASTLEBERRY

Customer No: 7602132090

Transaction Date: 9/6/2024

Transaction No: 27007978

Created By: SepticOnline

Amount Received: \$150.00

Paid By: Kevin Castleberry

Owner's Name: DOLLAR GENERAL

Site Location: 306 SOUTH ELM ST

Subdivision: X

Lot Number: X

Designated Rep: 1315264 KEVIN CASTLEBERRY

Sanitarian: Griffith, Kim

Thank you for your payment

Arkansas Department of Health
4815 W Markham St

Little Rock AR 72205



Arkansas Department of Health

4815 West Markham Street • Little Rock, Arkansas 72205-3867 • Telephone (501) 661-2000

Governor Sarah Huckabee Sanders

Renee Mallory, RN, BSN, Interim Secretary of Health

Jennifer Dillaha, MD, Director

September 12, 2024

Dollar General
306 South Elm St.
Emerson, AR 71740
Permit #27007978

The plans and specifications for the above captioned project have been received and reviewed. Please be advised that as the owner you are responsible for the following:

1. All costs relating to the operation and maintenance of the system.
2. Meeting all effluent requirements.
3. Financial responsibility for effluent monitoring and sampling by a Certified Maintenance Person.
4. Filing for the National Pollutant Discharge Elimination System (NPDES) General Permit (ARG550000) permit with the Arkansas Department of Environmental Quality before any construction begins.
5. Any changes from the specified design will require a new maintenance contract and a resubmission of the permit.
6. This approval is for an on-site retention scheme for all effluent generated from the specified residence on the permit on 1.58 acres near 306 South Elm St. Emerson, Arkansas in Columbia County. Any off-site discharge or further subdivision of the property may void this approval. Additional measures to ensure on-site retention of all sewage effluent generated may be required at a later date should the discharge leave the property.


This system must be installed to meet the specifications for the design attached to the construction permit, and installation should not begin until the installer has reviewed these specifications. Health Department approval of this project does not release the owner of any liability resulting from the discharge of sewage effluent.

If you have any questions, please contact the local environmental health specialist at your local health department.

Sincerely

David Wilson, EHS
Southwest Region Onsite Specialist
Arkansas Department of Health
870-260-6851

**ARKANSAS DEPARTMENT OF HEALTH
ENVIRONMENTAL HEALTH PROTECTION
ONSITE WASTEWATER PROGRAM WAIVER REQUEST**

PART 1: To be completed by the Environmental Specialist requesting the waiver.	
Name of Permit Applicant	Permit Receipt Number
Dollar General Emerson	27007978
Location of Property	County
306 South Elm St. Emerson, AR 71740	Columbia
Environmental Health Specialist Requesting Waiver	Environmental Program Specialist
David Wilson 331	David Wilson 331
Justification (must reference applicable section of Act 402 or onsite regulation)	
<p>9.8.1. The lot size for a surface discharging system shall be 3 acres or greater.</p> <p>9.8.3. The point of discharge shall be 150 feet or greater from any adjacent property line not in the direction of horizontal flow.</p> <p>9.8.4. The point of discharge shall be 200 feet or greater from any property line in the direction of flow on sites exhibiting slopes of 12% or less.</p> <p>No suitable soil on property and facility was planning to connect to city sewer but was unavailable.</p>	
Attach a copy of the permit application, plan drawing, and vicinity map.	
PART 2: To be completed by the Environmental Section staff member reviewing the waiver request.	
Disposition:	<input checked="checked" type="checkbox"/> Waiver granted <input type="checkbox"/> Waiver NOT granted
Justification:	
<p>Dollar General was told they had access to city sewer and later found this was not true. Soil is unsuitable for subsurface distribution. There is a long seasonal water table at the surface with 12-13" of fill over the native soil.</p>	
Onsite Wastewater Section Chief/ Designee	Date
	9-10-24



Arkansas Department of Health
Environmental Health Protection

Receipt Number

27007978

Individual Onsite Wastewater System Permit Application

Permit Type

- ☒ New Installation
☐ Alteration / Repair

DR Environmental ID #

7 6 0 2 1 3 2 0 9 0

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 checked="" type="checkbox"/>
Alteration and Repair	\$ 30.00	<input type="checkbox"/>

Part 1 Application

Treatment Type (check one)

- ☐ STD = Standard Septic Tank
☐ ISF = Intermittent Sand Filter
☐ PMF = Proprietary Media Filter
☐ OTH = Other (Describe)
☒ ATU = Aerobic Treatment Plant
☐ RSF = Re-circulating Sand Filter
☐ RGF = Re-circulating Gravel Filter
☐ HLD = Holding Tank

Disposal Method (check one)

- ☐ STD = Standard Absorption Field
☒ SUR = Surface Discharge
☐ CPF = Capping Fill
☐ OTH = Other
☐ LPD = Low Pressure Distribution
☐ HLD = Holding Tank
☐ SRL = Serial Distribution
☐ DRP = Drip Irrigation

1. Owner's/Applicant's Name

DOLLAR GENERAL (EMERSON, AR.)

2. Phone Number

CHRIS LOGAN 662-453-8161

3. Mailing Address

C/O KEVIN CASTLEBERRY 2703 W. 2ND PINE BLUFF, AR. 71601

4. County

COLUMBIA

5. Address of Proposed System (If a 911 address is not available, attach detailed directions or map)
306 SOUTH ELM ST. EMERSON, AR 71740

6. Subdivision Name

NONE

7. Approval Date

NONE

8. Date Recorded

NONE

10. Lot Dimensions

SEE LEGAL

11. Total Area (Acres)

1.58

12. # Bedrooms # People

10 PEOPLE

9. Lot Number

NONE

13. Daily Flow (GPD)

150

14. Brief Legal Description of Property (Attach a separate sheet of paper, if necessary)
SECTION- 9 TOWNSHIP - 19-S RANGE- 20-W

15. Water Supply (Specify supplier, if Public Water)
EMERSON

16. GPS Coordinates
33.093883 -93.192457

17. Loading Rates

(gpd/ft²)

18. System Specifications

Primary Area	N/A	a. Size of Septic Tank	ATU	gal	f. Trench Depth	X	inches
Secondary Area	N/A	b. Size of Dose Tank	250	gal	g. Trench Spacing	X	feet
Percolation Test	(min/in)	c. Absorption Area	NONE	ft ²	h. Trench Media (List Below)		i. Trench Width
Primary Area Avg	X	d. Number of Field Lines	NONE		X		X in
Secondary Area	X	e. Length of Field Lines	NONE	ft			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 the permit application and understand the layout, installation, maintenance, operation and expense(s) that may be associated with this system.

Owner/Applicant Signature

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.

Designated Representative Signature

D.R.

Soil Certified ☒ Yes ☐ No

Title

KEVIN CASTLEBERRY

Print Name

9/1/2024

Date

870-692-5742

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.

Environmental Specialist Signature

EHS Number

Date

Individual Onsite Wastewater System Permit Application

Receipt Number

Continue Part 1

22. Soil Criteria (Primary Area)

Indicate the depth to items a-f, if observed in the soil (designate in inches)

a. Bedrock	b. BSWT	c. MSWT	d. LSWT	e. Adj. MSWT	f. Adj. LSWT	g. H.C./Depth	h. Loading Rate (gpd/ft ²)
X	0	12	13	N/A	N/A	M-13	N/A

23. Soil Criteria (Secondary Area)

Indicate the depth to items a-f, if observed in the soil (designate in inches)

a. Bedrock	b. BSWT	c. MSWT	d. LSWT	e. Adj. MSWT	f. Adj. LSWT	g. H.C./Depth	h. Loading Rate (gpd/ft ²)
X	0	12	13	N/A	N/A	M-13	N/A

24. Seasonal Water Table (SWT) Classes Detail

Primary Area

List Redoximorphic Features and/or Clay Content Restrictions

Brief	0	in	2.5 YR 5/8
Moderate	12	in	10YR 6/2
Long	13	in	10 YR 6/2 > 50%

Secondary Area

List Redoximorphic Features and/or Clay Content Restrictions

Brief	0	in	2.5 YR 5/8
Moderate	12	in	10YR 6/2
Long	13	in	10 YR 6/2 > 50%

Comments STORE WAS BUILT BELIEVING CITY SEWER WAS AVAILABLE. ONCE CONSRTUCTION HAD BEGUN THEY FOUND OUT IT WAS NOT AN OPTION TO CONNECT. ATU IS BEING INSTALLED WITH SURFACE DISCHARGE. A WAIVER FOR SETBACK DISTANCES IS BEING REQUESTED.

Part 2 Installation Inspection

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 <input type="checkbox"/> Environmental Health Specialist <input type="checkbox"/> Designated Representative (check one or installer signs System Installation Verification below)			
Signature		EHS / License Number	
System Installation Verification		Date	
I have installed this system as designed and in compliance with all Rules and Regulations Pertaining to Onsite Wastewater Systems.			
Installer Signature		License Number	
		Date	

Part 3 Permit for Operation

The information contained in Part 1 and 2 of this form has been reviewed and found to meet the requirements of the Arkansas Department of Health. THE PERMIT FOR OPERATION of this system is hereby issued.

Environmental Health Specialist _____ Signature _____ EHS Number _____ Date _____

Site Revalidation conducted by (check one) ☐ Environmental Health Specialist ☐ Designated Representative

Signature

EHS / License Number

Date

* 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 #

7602132090

☐ Homeowner

☒ Builder/Developer

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 checked="" type="checkbox"/>
Structures more than 4000 sq ft \$ 150.00	<input type="checkbox"/>
Alteration and Repair \$ 30.00	<input type="checkbox"/>

TO THE PROPERTY OWNER

Onsite Wastewater System Utilization Verification

Property location: Emersol, AR

(Address of Proposed System, City, State, Zip)

I hereby attest there are ____ bedrooms (10 number of persons for commercial) and the square footage of the structure that will utilize the designed onsite wastewater system in this permit application is accurate. I have reviewed the permit application and understand the layout, installation, maintenance, operation and expense(s) that may be associated with this system.

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

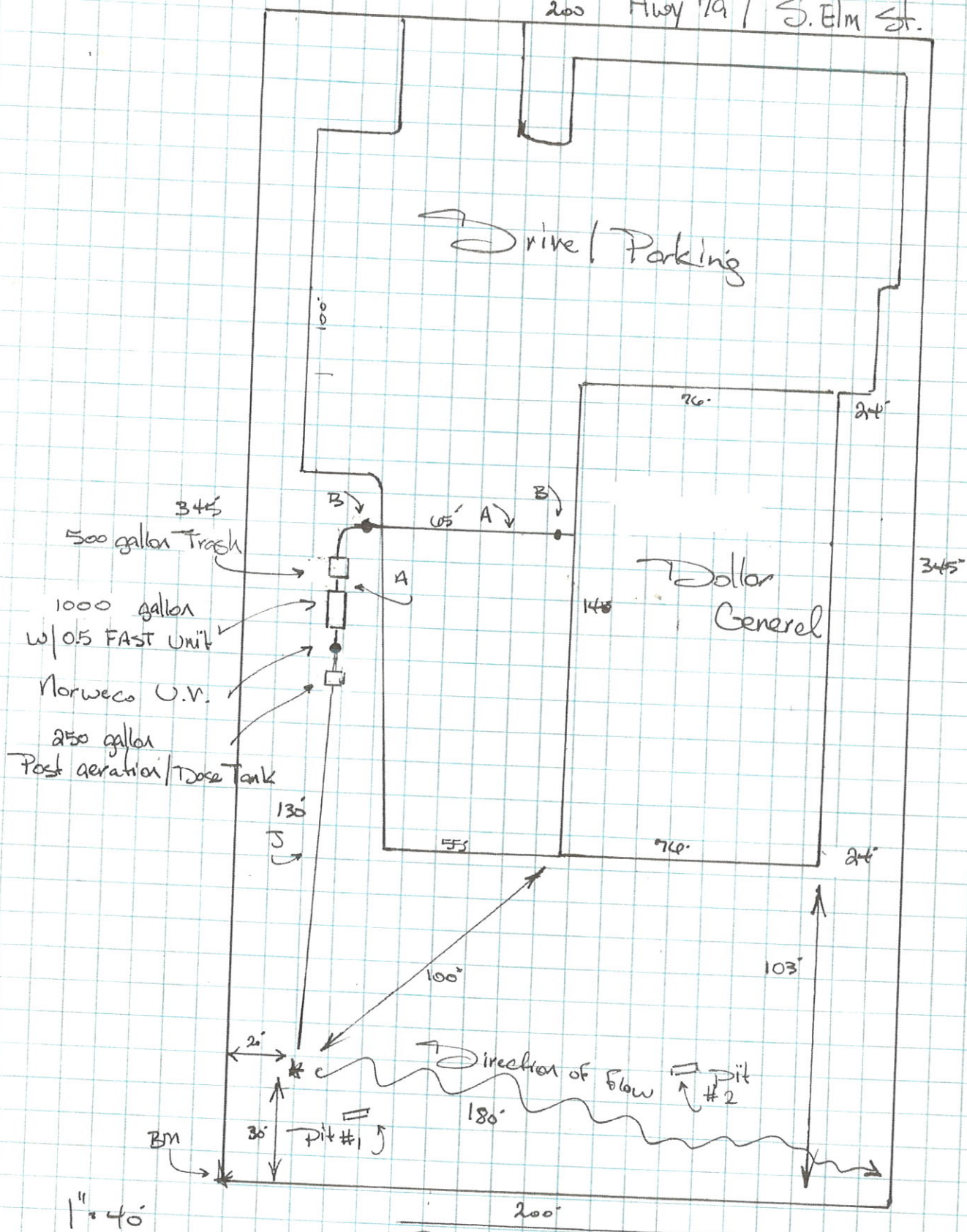
Owner/Applicant Signature

CHRISTOPHER LOMAN

Date 7-27-21

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

200 Hwy 79 / S. Elm St.



1" = 40'

Designed by: Kevin Castleberry
Designed for: Dollar General
Date: 9/1/24 Scale 1" = 40'

APPLICANT:**EMERSON****ELEVATIONS:** FT./IN

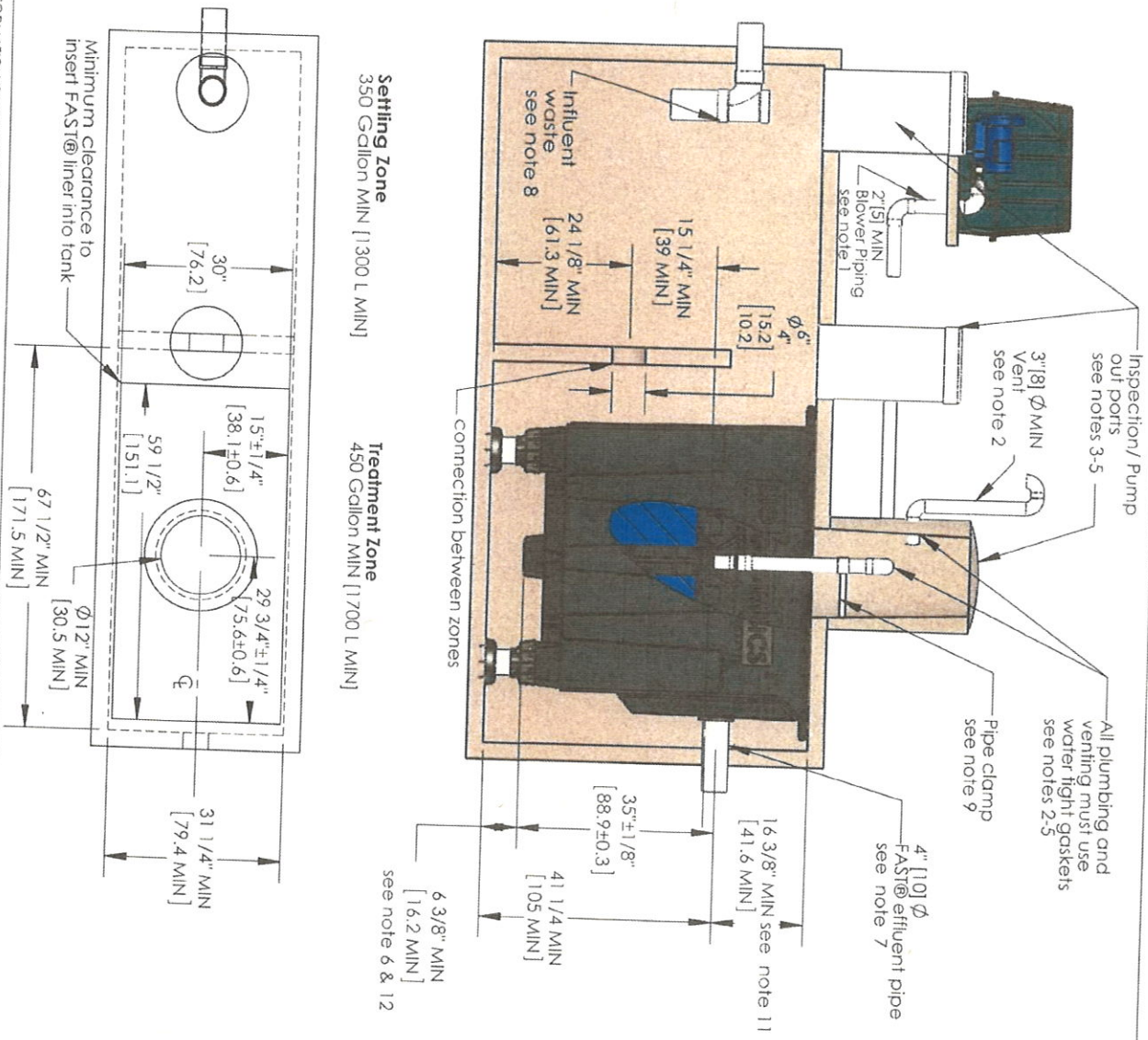
	GROUND ELEV.	FLOW LINE ELEV.
BENCHMARK:	8.8	
STUB OUT:	4.0	6.9
CLEAN OUT:	4.0	6.9
TRASH TANK IN:	4.6	6.11
TRASH TANK OUT:	4.7	7.2
TREATMENT TANK INLET:	4.8	7.2
TREATMENT TANK OUTLET:	4.9	7.5
NORWECO UV	4.9	7.5
250 DOSE TANK IN	5.0	7.9
PUMP INTAKE	5.0	10.9
P.O.D.	7.9	7.9

NOTES:

1. INSTALL 500-GALLON TRASH TANK. EXTEND RISERS TO THE SURFACE.
2. INSTALL BIOMICROBICS SANITEE OUTLET FILTER INSIDE 500-GALLON TANK.
3. INSTALL 1000-GALLON TANK WITH BIOMICROBICS 0.5 FAST UNIT W/FEET INSIDE COMBO TANK. EXTEND RISERS TO SURFACE.
4. INSTALL NORWECO UV BETWEEN TREATMENT PLANT AND DOSE TANK.
5. INSTALL 250-GALLON DOSE TANK. DOSE TANK WILL ALSO SERVE AS SAMPLING PORT.
6. INSTALL DIFFUSER INSIDE 250-GALLON CHAMBER FOR POST AERATION.

PUMP/ALARM (IF APPLICABLE)

1. INSTALL ZOELLER BN53 PUMP, SET ON TWO 8X8X16 CONCRETE BLOCKS.
2. PLUMB PUMP WITH 1 1/2" SCH 40 PIPE THROUGH THE RISER USING A 1 1/2" POLYLOK GROMMET.
3. PLUMBING SHOULD INCLUDE:
 - A. 1 1/2" CHECK VALVE
 - B. 1 1/2" UNION
 - C. 1 1/2" BALL VALVE
4. SET PUMP FLOAT SWITCH WITH 3.5" TETHER LENGTH. THIS WILL PUMP APPROXIMATELY 50 GALLONS PER DOSE. PUMP SHOULD STAY SUBMERGED IN WATER WHEN SWITCH IS IN OFF POSITION.
5. INSTALL ZOELLER 91104-0001 OUTDOOR HIGH-WATER ALARM.
6. ALARM FLOAT SHOULD BE POSITIONED ABOVE THE ON POSITION OF THE PUMP FLOAT. TETHER ON ALARM FLOAT SHOULD BE POSITIONED SO THE ALARM SOUNDS BEFORE THE WATER LEVEL IN THE PUMP CHAMBER RISES INTO THE OUTLET PIPE OF THE SEPTIC TANK.
7. PUMP AND ALARM MUST BE ON SEPARATE BREAKERS.
8. ALL ELECTRICAL CONNECTIONS SHOULD BE MADE IN WATERPROOF SPLICE BOX WITH CORD GRIPS. (SEE SPEC SHEET)
9. USE PIPE SEAL/GROMMET FOR ELECTRICAL CONDUIT. CONDUIT SHOULD EXIT THROUGH RISER.



NOTES

1. 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 26" X 20" X 2" [65 X 50 X 5cm] min.
2. 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).
3. All apertures 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.
4. All inspection, viewing and pump out ports must be secured to prevent accidental or unauthorized access.
5. Tank, piping, conduit, etc., are provided by others. Blower control system by Bio-Microbics, Inc. See Installation Manual.
6. If less than the specified minimums are considered necessary, consult factory for guidance.
7. All piping and ancillary equipment installed after FAST must not impede or restrict free flow of effluent.
8. The tank(s) shall be designed to prevent air passage between the setting zone/tank and the treatment zone and preventing an air lock. Examples include a baffle well sealed to the lid or treatment zone inlet line with a pipe cap. Consult factory for guidance.
9. 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.
10. Specialized treatment levels may require specific features to be incorporated into the design. Consult factory for guidance.
11. Min. height may be reduced. Consult factory and reference "Low Profile Module Procedure.pdf"
12. Refer to sheet 4 of 4 for leg extensions requirements.

DO NOT SCALE		UNLESS NOTED DIMENSIONS ARE IN INCHES (CENTIMETERS) TOLERANCES ± 0.02 IN/IN [± 0.05 CM/CM]	
WEIGHT		MicroFAST 0.50 FAST Unit	
NAME	DATE	SIZE	DRAWING NUMBER
DRAWN C/C	12/18/2006	A	MicroFAST® 0.50 with feet
CHECKED P#	9/18/2013		REV. IN-05-V
REVISED 9/18/2013		SHEET 2 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 THE INTEREST OF TECHNOLOGICAL ADVANCEMENT, ALL PRODUCTS ARE SUBJECT TO DESIGN AND/OR MATERIAL CHANGE WITHOUT NOTICE.

BIO-MICROBICS © 2014



Specifications for MicroFAST 0.50 Wastewater Treatment System

1. GENERAL

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

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

2. OPERATING CONDITIONS

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

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

4. BLOWER
The MicroFAST 0.50 unit shall come equipped with a regenerative type blower capable of delivering 17-25 CFM [3] -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 whichever 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. 3 Days, Inc. Bio-Microbics, Inc. will repair or replace at its discretion such 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, corrosion, or damage due to unauthorized persons which have been damaged by flooding or any components that have been disassembled by unauthorized persons, improperly installed or damaged due to unauthorized persons which have been damaged by flooding or any reserves the right to revise, change or modify the construction and/or design of the FAST system, or any component, at any time without notice. Bio-Microbics, Inc. 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.

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BIO-MICROBICS, INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BIO-MICROBICS, INC. IS PROHIBITED. DESIGN AND INVENTION RIGHTS ARE RESERVED. IN THE INTEREST OF TECHNOLOGICAL ADVANCEMENT, ALL PRODUCTS ARE SUBJECT TO DESIGN AND OR MATERIAL CHANGE WITHOUT NOTICE.

BIO-MICROBICS © 2014

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

DRAWING NUMBER

MicroFAST@ 0.50 Specifications

SHEET 3 OF 4

NAME

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

CHECKED

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

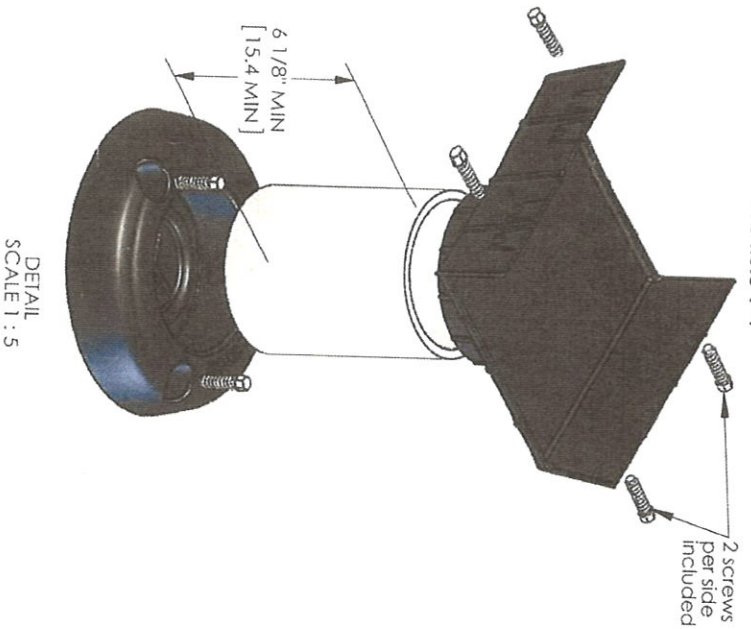
DATE

DATE

DATE

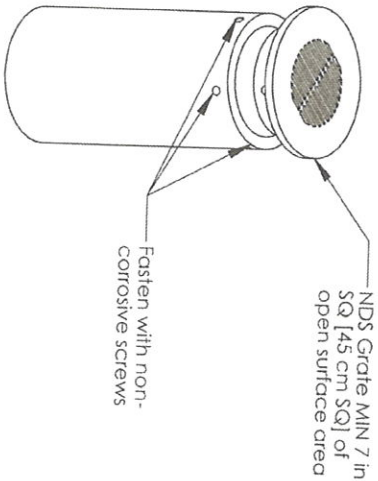
DATE

Minimum leg extension assembly see note 1-4



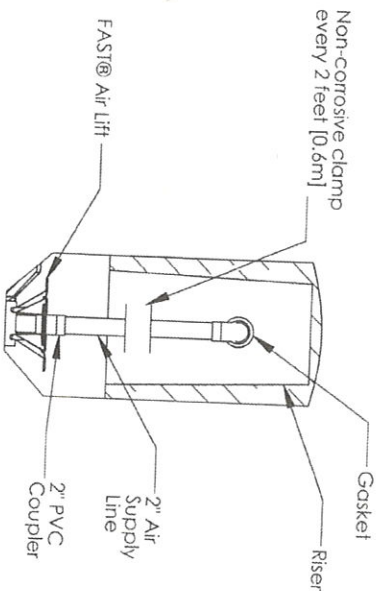
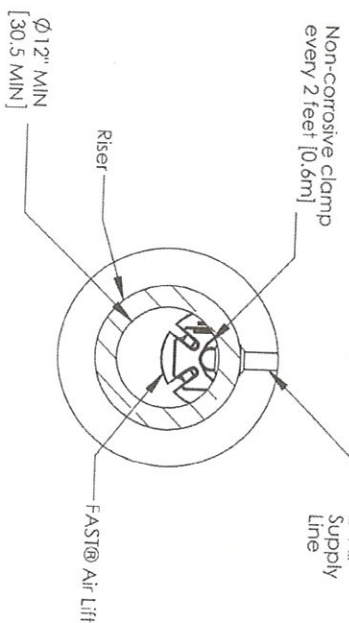
DETAIL
SCALE 1 : 5

FAST® Vent Option



DETAIL
SCALE 1 : 4

Alternate Air Supply Option



1. Notes included.
2. Secure leg extension to the FAST® unit by placing two screws on each side of the leg extension (4 screws per foot are included).
3. Cut 4\"/>

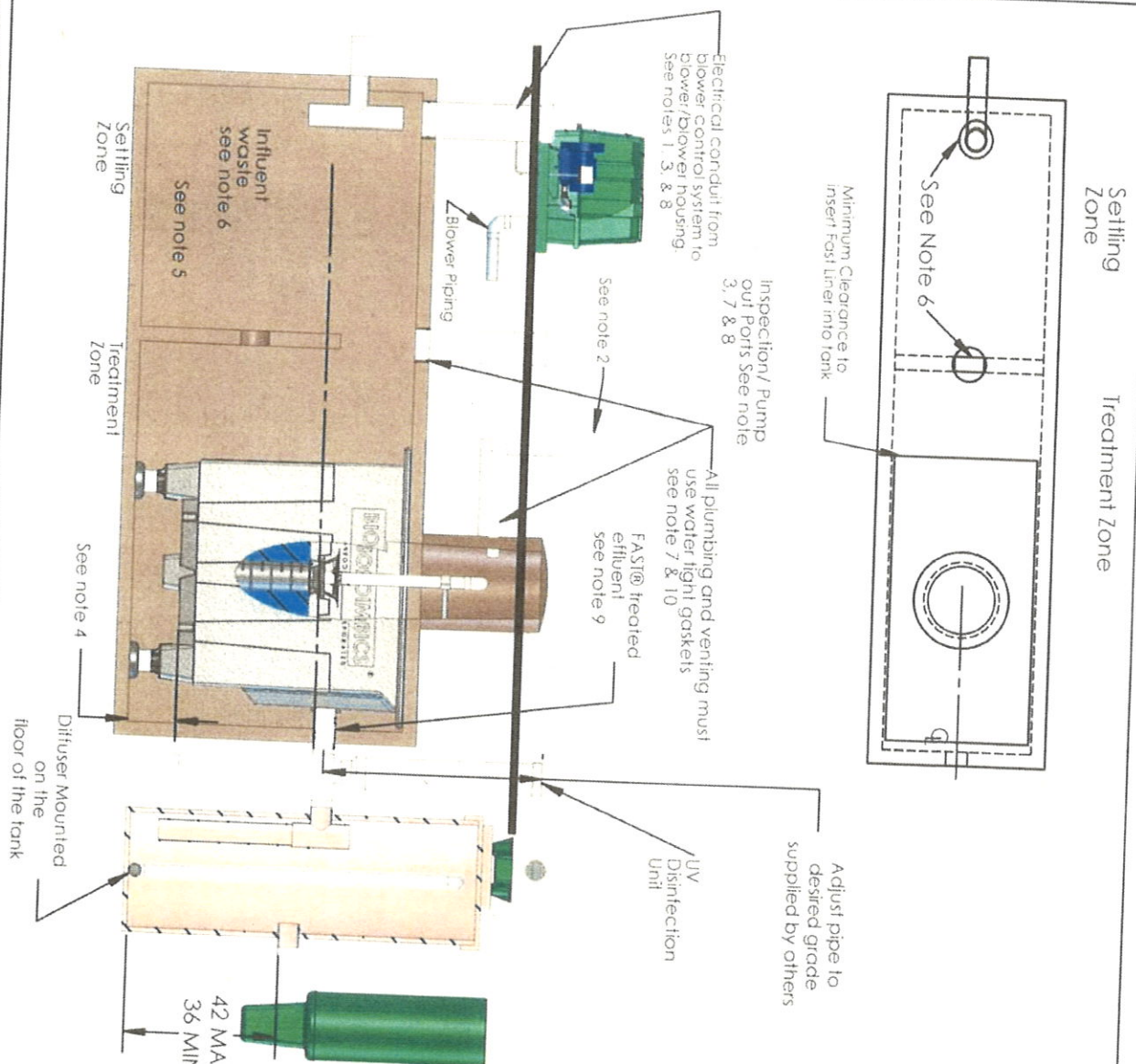
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BIO-MICROBICS INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BIO-MICROBICS INC. IS PROHIBITED. DESIGN AND INVENTION RIGHTS ARE RESERVED. IN THE INTEREST OF TECHNOLOGICAL ADVANCEMENT, ALL PRODUCTS ARE SUBJECT TO DESIGN AND/OR MATERIAL CHANGE WITHOUT NOTICE.

BIO-MICROBICS © 2014

DO NOT SCALE		
UNLESS NOTED DIMENSIONS ARE IN INCHES [CENTIMETERS] TOLERANCES ± 0.02 IN/IN [± 0.05 CM/CM]		
WEIGHT	lb	kg
NAME	DATE	SIZE
DRAWN CAC	12/18/2006	A
CHECKED PE	9/19/2013	
DRAWING NUMBER		
MicroFAST® 0.50 Details		
REVISED 9/19/2013		
REV. IN-05-V		
SHEET 4 OF 4		

BIO MICROBICS
BETTER WATER. BETTER WORLD.®

MicroFAST 0.50 FAST Unit



Settling Zone Treatment Zone

NOTES

1. Blower piping to FAST@ may not exceed 100 Ft [30.5m] total length and use a maximum of 4 elbows in the piping system (@ 100FT [30m]). For distances greater than 100 Ft [30m] consult factory. Blower must be located above flood level on a concrete base.
2. Vent to be located above finish grade or higher to avoid infiltration. Cap with a vent grate with at least 7.1 sq in. [45.8 sq. cm] open surface area. Secure with stainless steel screws (see sheet 3 of 3 MicroFAST@ 0.50 Details).
3. Run Vent to desired location and cover opening with a vent grate with at least 7.1 sq in. [45.8 sq. cm] open surface area. Secure with stainless steel screws. Vent piping must not allow excess moisture build up or back pressure.
4. All appurtenances to FAST@ (e.g., tank pump outs, etc.) must conform to all applicable country, state, province, and local plumbing and electrical codes. Blower control system by Bio-Microbics, Inc.
5. Tank volume must be increased by 20% if minimum of 10 inches [25.5cm] is used between the unit and the base of tank. Consult factory for approval.
6. The primary compartment may be a separate tank.
7. Either the influent pipe tee shall be fitted with a pipe cap or the bottle separating the two zones shall be extended all the way to the top of the tank. If choosing to use the pipe cap, then the bottle shall be at least 3" [8cm] higher than the water level as shown on the drawing.
8. All inspection, viewing and pump out ports must be secured to prevent accidental or unauthorized access.
9. Tank, piping, conduit, blower housing pad and vents are provided by others.
10. All piping and ancillary equipment installed after FAST@ must not impede or restrict free flow of effluent.
11. 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 2 of 2 Details.
12. Min height may be reduced, consult factory and reference "Short-FAST-Module-Procedure.pdf".
13. Refer to sheet 2 of 2 Details drawing for leg extensions requirements.

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BIO-MICROBICS INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BIO-MICROBICS INC. IS PROHIBITED. DESIGN AND INVENTION RIGHTS ARE RESERVED IN THE INTEREST OF TECHNOLOGICAL ADVANCEMENT. ALL PRODUCTS ARE SUBJECT TO DESIGN AND/OR MATERIAL CHANGE WITHOUT NOTICE.

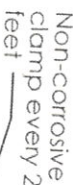
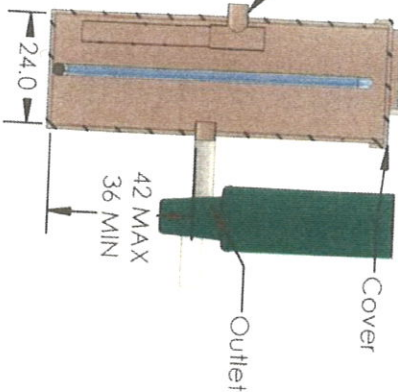
BIO-MICROBICS © 2010

DO NOT SCALE		UNLESS NOTED DIMENSIONS ARE IN INCHES (CENTIMETERS) TOLERANCES ± 0.02 IN/IN (± 0.05 CM/CM)	
WEIGHT	SIZE	DRAWING NUMBER	SHEET
NAME	DATE	A	1 OF 4
DESIGNED BY	11/23/2009	MCF UV & Post Aeration	
CHECKED BY	8/27/2010	REV. IN-03-V	
Arkansas NPDES General Arrangement		BIO-MICROBICS INCORPORATED	

see note 4



FAST® Post Aeration Option

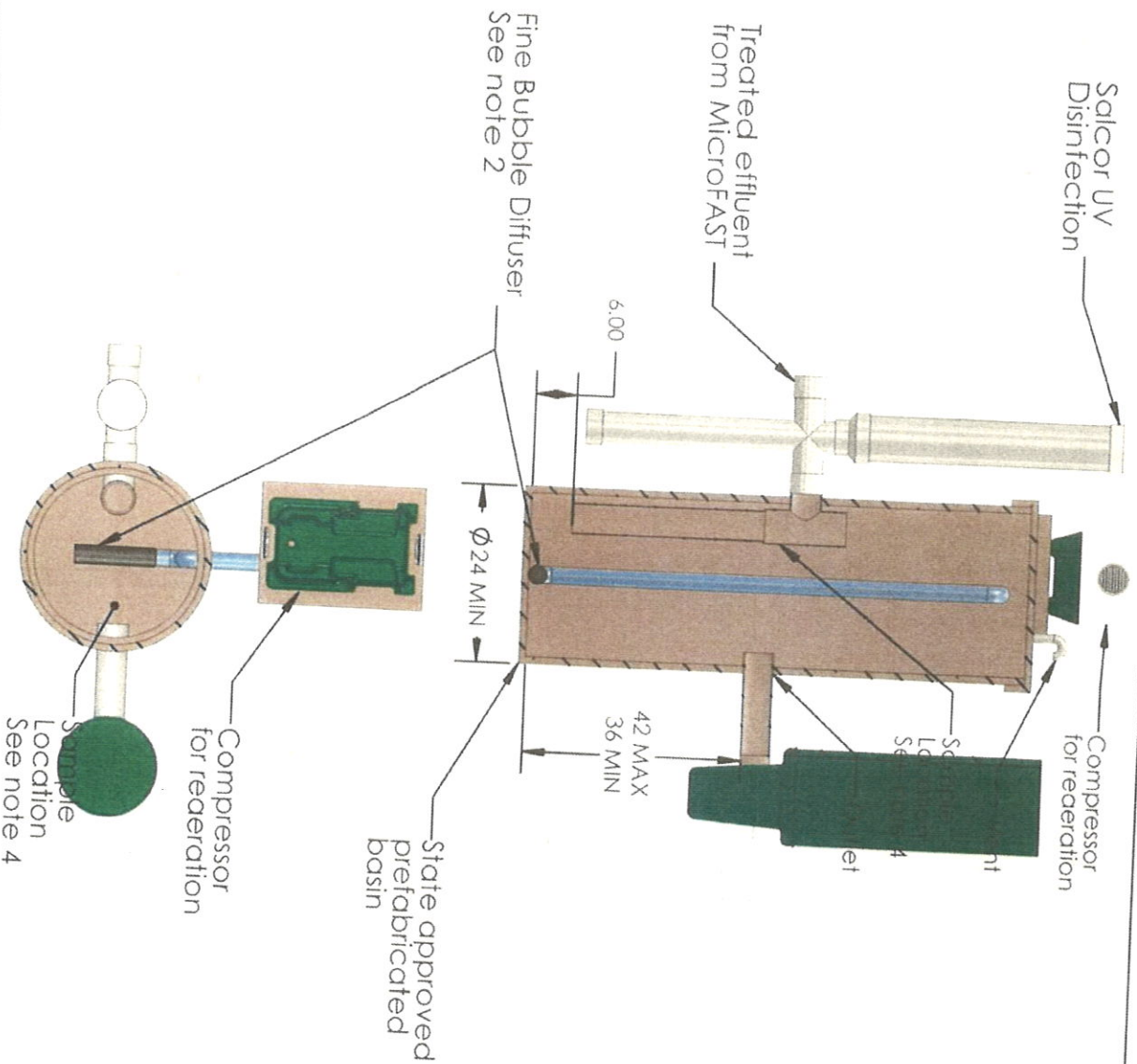


Alternate Air Supply Option

- Notes
1. Secure leg extension to the FAST® unit by placing two screws on each side of the leg extension (4 screws per foot are included).
2. Cut 4" (10) schd. 40 PVC pipe (not included) to obtain the desired height. Minimum pipe length of 6 1/8" (15.56). Original leg extension height requires a pipe length of 1 1/8" (28.26). For heights greater than 18" (45.7) use schd. 80 PVC pipe (not included). Consult factory for extending leg beyond 36" (91).
3. Anchor the leg extensions to the tank with non-corrosive hardware not included at the provided mounting points.
4. Increase minimum tank volume by 20% if minimum leg extension is used.
5. The air supply line into the FAST® unit must be secured so as to prevent damage from pipe vibration.
6. 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.
7. Tank, anchors, piping conduit, blower, housing pad and vents are provided by others.

BIO-MICROBICS © 2010

DO NOT SCALE		UNLESS NOTED DIMENSIONS ARE IN INCHES (CENTIMETERS) TOLERANCES ± 0.02 IN/IN [± 0.05 CM/CM]	
WEIGHT	lb	SITE	
NAME	DATE	DRAWING NUMBER	
DRAWN BY	CIC	A	
CHECKED BY	11/23/2009	Details	
REVISED 8/7/2010		REV.	DATE
		SHEET 2 OF 4	



- Notes:
1. A minimum water level of 36" must be maintained for aeration.
 2. Fine bubble diffuser shall be mounted on the floor of the basin.
 3. UV and aeration linked to the Track® Dialer.
 4. Sample will be pulled through access riser which is greater than 8" diameter. The minimum volume is based on MicroFAST® model sizes:
 - 5.

MicroFAST Minimum Volume
0.50 70 Gallons

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BIO-MICROBICS INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BIO-MICROBICS INC. IS PROHIBITED. DESIGN AND INVENTION RIGHTS ARE RESERVED. IN THE INTEREST OF TECHNOLOGICAL ADVANCEMENT ALL PRODUCTS ARE SUBJECT TO DESIGN AND/OR MATERIAL CHANGE WITHOUT NOTICE.

BIO-MICROBICS © 2010

DO NOT SCALE
UNLESS NOTED
DIMENSIONS
ARE IN INCHES
(CENTIMETERS)
TOLERANCES
± 0.02 IN/IN
[± 0.05 CM/CM]

BIO-MICROBICS
INCORPORATED
Arkansas NPDES
General Arrangement

WEIGHT

SIZE

DRAWING NUMBER

Configuration 1

SHEET

NAME

DATE

Configuration 1

3 OF 4

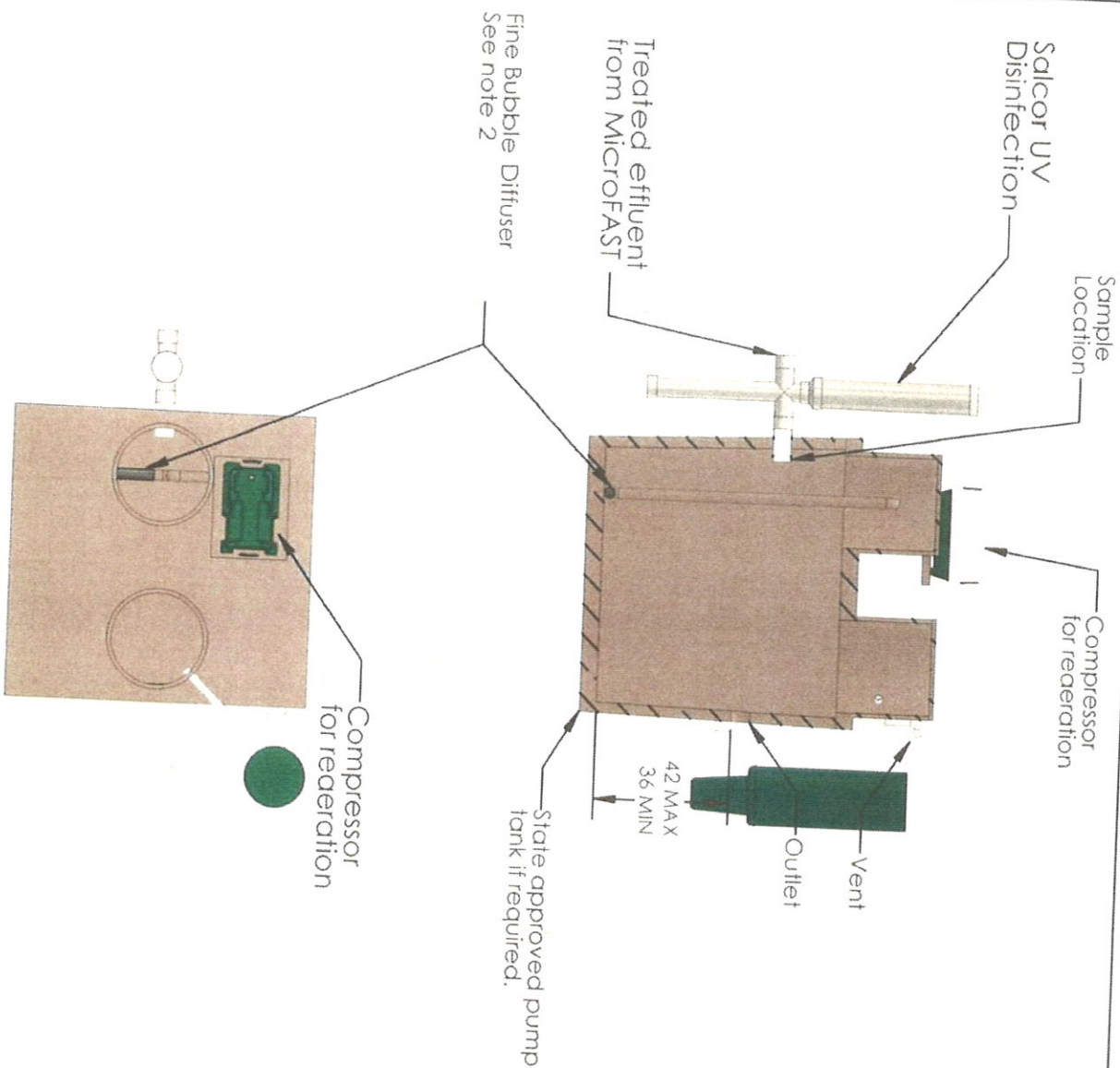
CHECKED

AB

REVISED

8/27/2010

REV. 01-01-P



- Notes:
1. A minimum water level of 36" must be maintained for aeration.
 2. Fine bubble diffuser shall be mounted on the floor of the basin.
 3. UV and aeration linked to the Track® Dialer.
 4. Sample will be pulled through access riser which is greater than 6" diameter. The minimum volume is based on MicroFAST® model sizes:
 - 5.

MicroFAST Minimum Volume
0.50 70 Gallons

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BIO-MICROBICS INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BIO-MICROBICS INC. IS PROHIBITED. DESIGN AND INVENTION RIGHTS ARE RESERVED. IN THE INTEREST OF TECHNOLOGICAL ADVANCEMENT, ALL PRODUCTS ARE SUBJECT TO DESIGN AND OR MATERIAL CHANGE WITHOUT NOTICE.

BIO-MICROBICS © 2010

DO NOT SCALE
UNLESS NOTED
DIMENSIONS
ARE IN INCHES
(CENTIMETERS)
TOLERANCES
± 0.02 IN/IN
[± 0.05 CM/CM]

BIO-MICROBICS
INCORPORATED
Arkansas NPDES
General Arrangement

WEIGHT
THICKNESS
DATE
11/23/2009

SIZE
A

DRAWING NUMBER
Configuration 2

REV. INQUIRY
REV. INQUIRY

SHEET
4 OF 4

MODEL AT 1500

UV DISINFECTION SYSTEM

INSTALLATION AND OPERATION MANUAL

The Model AT 1500 UV disinfection system is listed with Underwriters Laboratories (UL) under Standard 979 as a residential treatment device. The installer should provide a power disconnect switch mounted to the exterior of the facility being served to de-energize power to the unit during maintenance. Electrical work must be performed in accordance with the latest edition of the National Electrical Code, as well as all applicable local codes. The Model AT 1500 UV disinfection system conforms to the applicable provisions of the Code of Federal Regulations (CFR) requirements including Title 21, Chapter 1, Subchapter J, Radiological Health. **CAUTION: DO NOT LOOK DIRECTLY AT THE UV LAMP OR EXPOSE SKIN DURING OPERATION. PERMANENT EYE DAMAGE AND SKIN BURNS WILL OCCUR FROM UV RADIATION EXPOSURE. UV BLOCKING SAFETY GLASSES MUST BE WORN DURING INSTALLATION, SERVICE OR ANY TIME THE LAMP MAY BE ILLUMINATED. UV BLOCKING SAFETY GLASSES ARE AVAILABLE FROM NORWECO.**

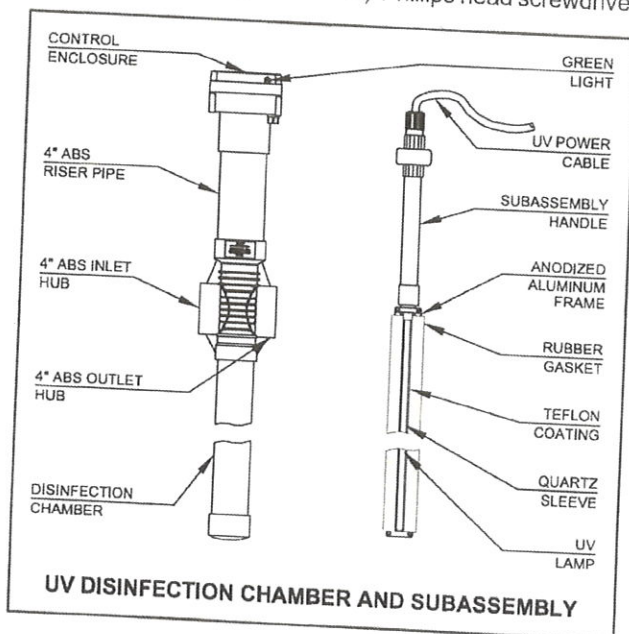
COMPONENTS

The Model AT 1500 UV disinfection system consists of the following components:

- | | |
|---|---|
| 1) Control enclosure | 5) Power cable with female twist lock connector |
| 2) 4" ABS riser pipe | 6) UV subassembly with quartz sleeve and Teflon coating |
| 3) Disinfection chamber with turbulence inducer | 7) Subassembly handle |
| 4) UV lamp (bulb) with male connector | |

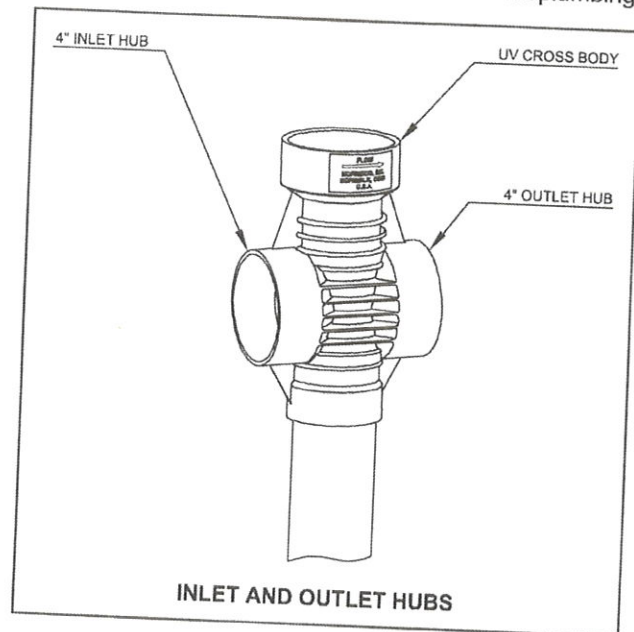
The components should be supplied by the installer:

- | | |
|------------------------|-------------------------------|
| 1) Disconnect switch | 6) Isopropyl alcohol |
| 2) Solvent cement | 7) #14/2 AWG cable |
| 3) Hacksaw | 8) Conduit and fittings |
| 4) Glycerin (optional) | 9) Flat head screwdriver |
| 5) Clean, soft cloth | 10) Phillips head screwdriver |



INSTALLATION INSTRUCTIONS

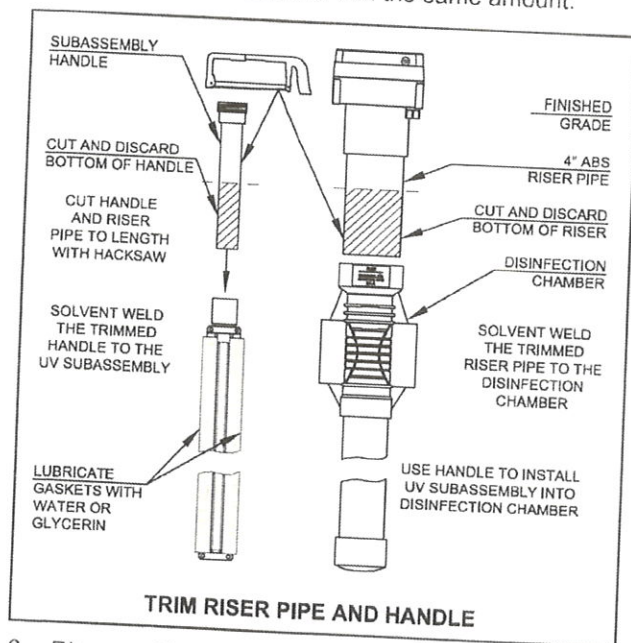
1. The excavation for the upstream wastewater treatment system should include an additional 3 feet of length to allow for installation of the Model AT 1500.
2. Carefully unpack the Model AT 1500 system. Remove and properly discard all packaging materials from the system components. The UV lamp should remain in the protective shipping sleeve until it is installed.
3. Flow direction indicator arrows are molded into the disinfection chamber. When installing the disinfection chamber, be sure to orient the chamber correctly with the flow arrows pointing towards the effluent plumbing.



4. Solvent weld the effluent line of the upstream treatment system to the 4" inlet hub of the Model AT 1500. Next, solvent weld the 4" outlet hub to the final effluent line. Cover the open top of the disinfection chamber and backfill up to the bottom of the plumbing.

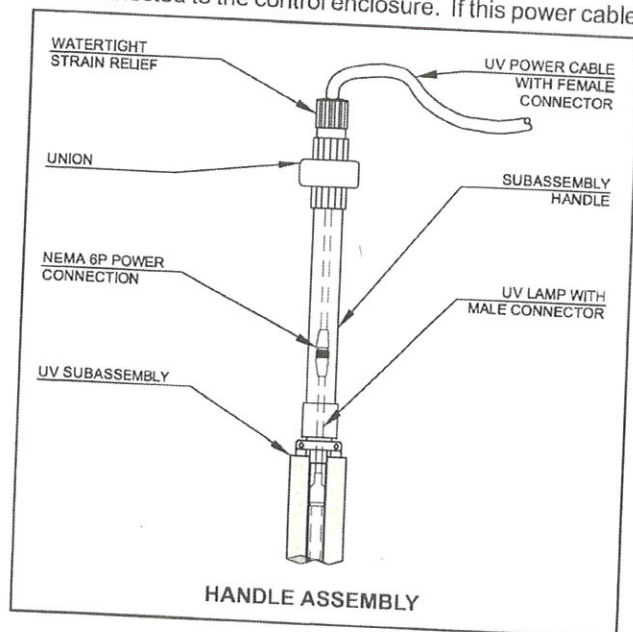
AT 1500 UV DISINFECTION INSTALLATION AND OPERATION (Cont.)

- The control enclosure should be completely above grade in the finished installation. The riser pipe and subassembly handle are purposely manufactured longer than necessary and must be trimmed. Fit the riser pipe into the top of the disinfection chamber and mark a trim line on the bottom. Mark the subassembly handle on the bottom to trim the same amount.



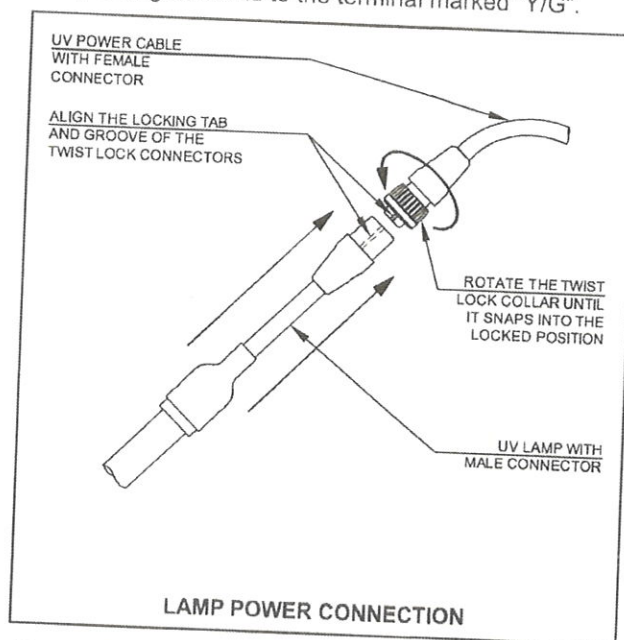
TRIM RISER PIPE AND HANDLE

- Disassemble the union on subassembly handle and set aside the top portion with UV power cable.
- Use a hacksaw to cut along the trim line on both the riser pipe and handle to make them the proper length.
- Solvent weld the riser pipe to the disinfection chamber and solvent weld the handle to the UV subassembly.
- The Model AT 1500 is shipped with the UV power cable connected to the control enclosure. If this power cable



HANDLE ASSEMBLY

has become disconnected, it must be reconnected at this time. To do so, remove the gasketed cover from the control enclosure. Connect the lead labeled "ONE" on the UV power cable to the terminal block marked "1". Connect the lead labeled "TWO" to the terminal block marked "2". Connect the lead labeled "THREE" to the terminal block marked "3". Connect the yellow/green lead to the terminal marked "Y/G".



LAMP POWER CONNECTION

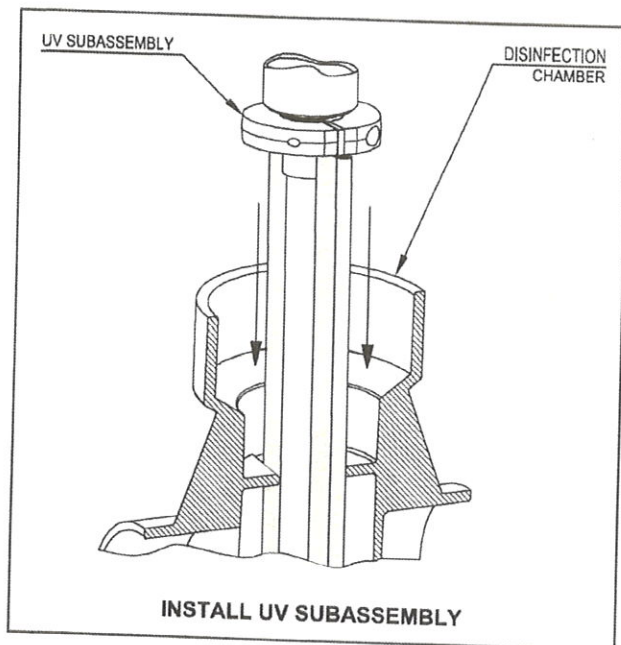
- Remove the threaded access plug from the riser pipe.
- Match the alignment tab on the male connector from the UV lamp to the alignment groove in the female twist lock connector on the UV power cable. Push the two connectors together until the male connector is fully seated in the female connector. Rotate the twist lock collar until it snaps into the locked position.
- Insert the UV lamp and power cable into the handle assembly until the base of the lamp is seated in the bottom of the quartz sleeve. Rotate the power cable if the lamp becomes misaligned.
- Lower the union onto the handle assembly, making sure to pull any slack cable through the strain relief connector. Assemble and tighten the union and strain relief to insure a watertight seal.
- Use water or glycerin to lubricate the rubber gaskets located on both sides of the UV subassembly.
- Do not touch the Teflon coating or allow excess glycerin to contact it. Use a clean, soft cloth and isopropyl alcohol to thoroughly clean the coating.
- Fill the disinfection chamber with clean water.

MANUFACTURED BY

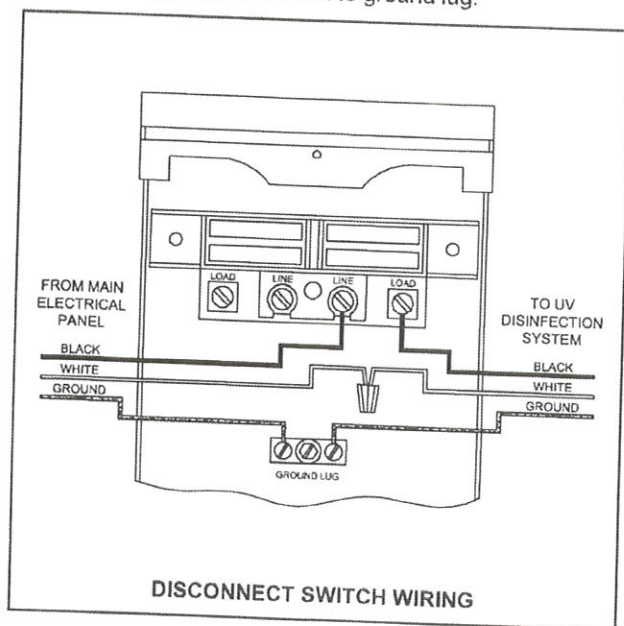
norweco

NORWECO, INC.
NORWALK, OHIO
U.S.A. 44857
www.norweco.com

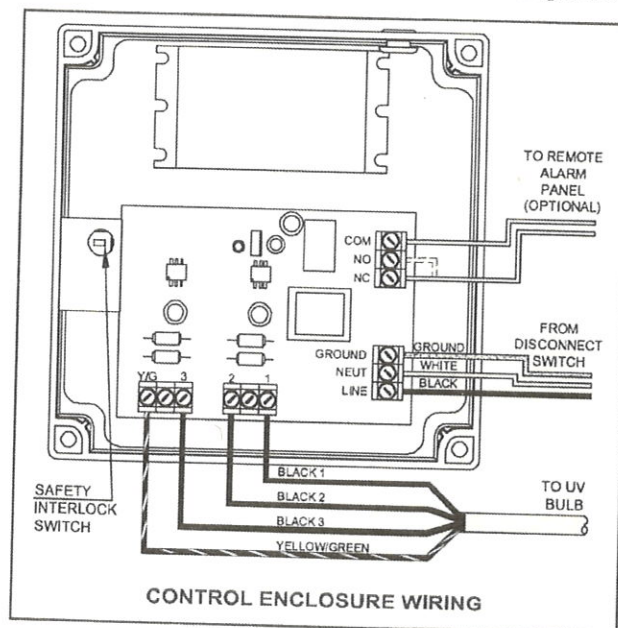
AT 1500 UV DISINFECTION INSTALLATION AND OPERATION (Cont.)



17. Align the rubber gaskets with the rectangular opening and lower the UV subassembly into the disinfection chamber.
18. Tuck the excess power cable into the riser pipe.
19. Use a dedicated 115 volt AC single phase 15 amp circuit in the main electrical panel for the AT 1500. **NOTE:** Make sure the breaker is off before proceeding.
20. Use a disconnect switch to de-energize power during service. Mount directly to the facility being served.
21. Install a #14/2 AWG cable from the dedicated breaker in the main electrical panel to the disconnect switch.
22. In the disconnect switch enclosure, connect the hot (black) lead from the main electrical panel to the "LINE" terminal. Connect the black lead from the UV system to the "LOAD" terminal. Wire nut both white leads together. Connect ground leads to the ground lug.



23. Remove the control enclosure cover and black electrical insulator. Install a #14/2 AWG cable from the disconnect switch to the control enclosure. Insure the connection to the UV system is made in conduit, solvent welded to the conduit fitting provided. A watertight connection is critical for proper operation and safety.
24. Attach the incoming hot (black) lead to the terminal block marked "LINE". Attach the common (white) lead to the terminal block marked "NEUT". Attach the incoming ground lead to the terminal block marked "GROUND".
25. If a remote alarm panel is required, the alarm leads should be installed in a separate conduit, solvent welded to the second conduit fitting provided. Connect one alarm lead to either the normally open (NO) terminal or the normally closed (NC) terminal. Choose the correct terminal for the type of signal required by the remote alarm panel. Connect the other lead to the common (COM) terminal.
26. Solvent weld a conduit plug into any unused fittings.
27. Apply thread sealant to the access plug and install plug in the riser opening. Tighten to insure a watertight seal.



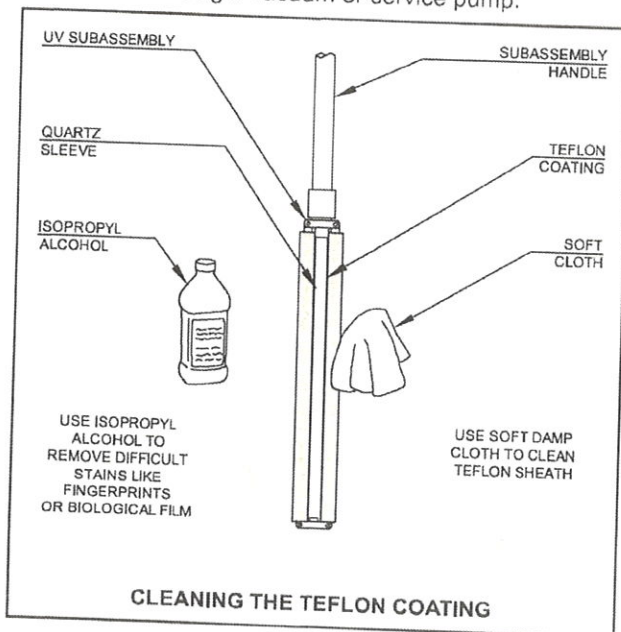
28. Reinstall the electrical insulator and four thumb screws. Make sure that the cutout for the safety interlock switch is positioned correctly over the switch.
29. Reinstall the control enclosure cover, insuring that the safety interlock post is aligned with the safety interlock switch. Tighten the four screws on the cover to insure a watertight seal. **NOTE:** If the switch is not aligned with the post, the UV lamp will not operate and the green light on the side of the enclosure will not illuminate.
30. Backfill around the disinfection chamber and riser pipe. Finished grade should be below the control enclosure to prevent the entry of surface water.
31. Turn on power at the disconnect switch and main service panel. Confirm the green light on the enclosure is illuminated indicating proper operation.

AT 1500 UV DISINFECTION INSTALLATION AND OPERATION (Cont.)

MAINTENANCE AND SERVICE

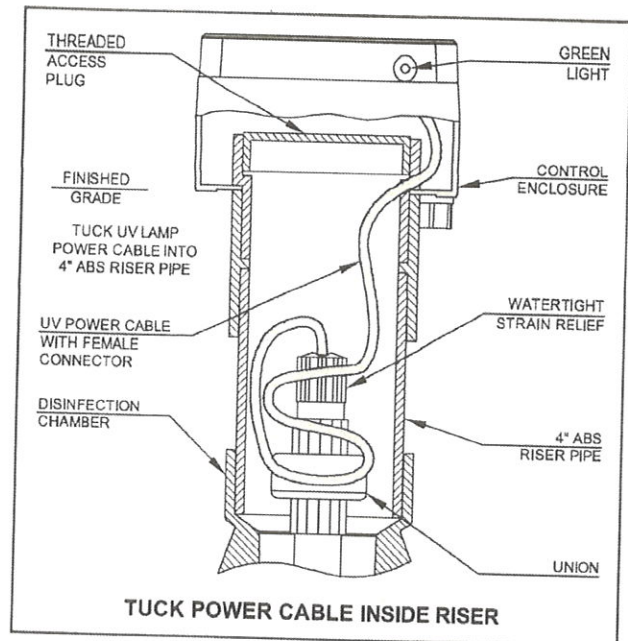
UV protective eyewear must be worn during service or any time the lamp may be illuminated. It is recommended that the subassembly be removed and serviced every six months to insure proper disinfection. To inspect and clean the Teflon coating:

1. Turn off power to the UV system at the disconnect switch and/or main service panel. Confirm that the green light on the side of the enclosure is off.
2. Remove the control enclosure cover and access plug.
3. Carefully remove the UV subassembly from the disinfection chamber.
4. Inspect the quartz sleeve and Teflon coating for signs of damage or an accumulation of biological film. If the quartz sleeve has been damaged, the UV subassembly must be replaced. If biological film is present on the surface of the Teflon coating, the coating must be cleaned to insure proper disinfection.
5. Use a soft damp cloth to carefully and thoroughly clean the Teflon coating.
6. Use isopropyl alcohol on a soft cloth to carefully remove difficult stains like fingerprints or biological film.
7. Remove all accumulated solids from the disinfection chamber using a vacuum or service pump.



It is recommended that the UV lamp be replaced every two years to insure proper disinfection of the treatment system effluent. The green light on the side of the control enclosure will no longer illuminate when the lamp needs replaced. To replace the lamp:

1. Repeat steps 1, 2 and 3 above.
2. Disassemble the union on the subassembly handle and remove the UV lamp using the power cable.
3. Disconnect the UV lamp from the UV power cord by rotating the twist lock collar $\frac{1}{4}$ turn.



4. Connect new lamp and carefully lower into the UV subassembly. Make sure the lamp is fully seated in the quartz sleeve.
5. Reassemble union and tighten strain relief.
6. Lower the subassembly into the disinfection chamber.
7. Reinstall the threaded access plug into the riser.
8. Reinstall the enclosure cover, insuring that the safety interlock post is aligned with the safety interlock switch. Tighten the four screws to insure a watertight seal.
9. Turn on power at the disconnect switch or main service panel. Verify that the green light on the side of the control enclosure is illuminated.

NOTE: UV lamps contain mercury which is harmful to the environment. Recycle old UV lamps at an authorized center.

ALARM CIRCUIT

The Model AT 1500 system is equipped with a current sensing circuit to monitor the UV lamp performance. If the UV lamp output drops below an acceptable level for proper disinfection, the alarm circuit will turn off the green light on the enclosure. When connected to the Service Pro control center, the service provider can be immediately notified that maintenance to the UV system is required. For more information regarding connection of the Model AT 1500 UV disinfection system alarm to a Service Pro control center, please refer to the Service Pro Control Center with MCD Technology Installation and Operation Instructions.

MANUFACTURED BY

norweco

NORWECO, INC.
NORWALK, OHIO
U.S.A. 44857
www.norweco.com




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: 
(Property Owner)

SIGNED: _____
(Health Department)

DATE: 9-5-2024

DATE: _____

SERVICE AND MAINTENANCE CONTRACT

Contract Number: _____ Customer Name _____

1. **Parties.** This contract ("Agreement" or "Contract") is between Meinco Septic Systems, Inc., ("Meinco") and _____ ("Client"), referred to individually as a "Party" and collectively as the "Parties."
Customer Name _____
2. **Service Location.** This is a Contract for septic system service and maintenance services provided by Meinco for Client located at _____ 911 Address of Site _____ hereinafter referred to as the "Service Site."
3. **Service Fees.** Client agrees to pay Meinco Four hundred (\$ 400.00) 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 \$ 300.00 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 _____ 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 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 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 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).

Meinco Septic Systems, Inc.


Client

Enter the date

Date

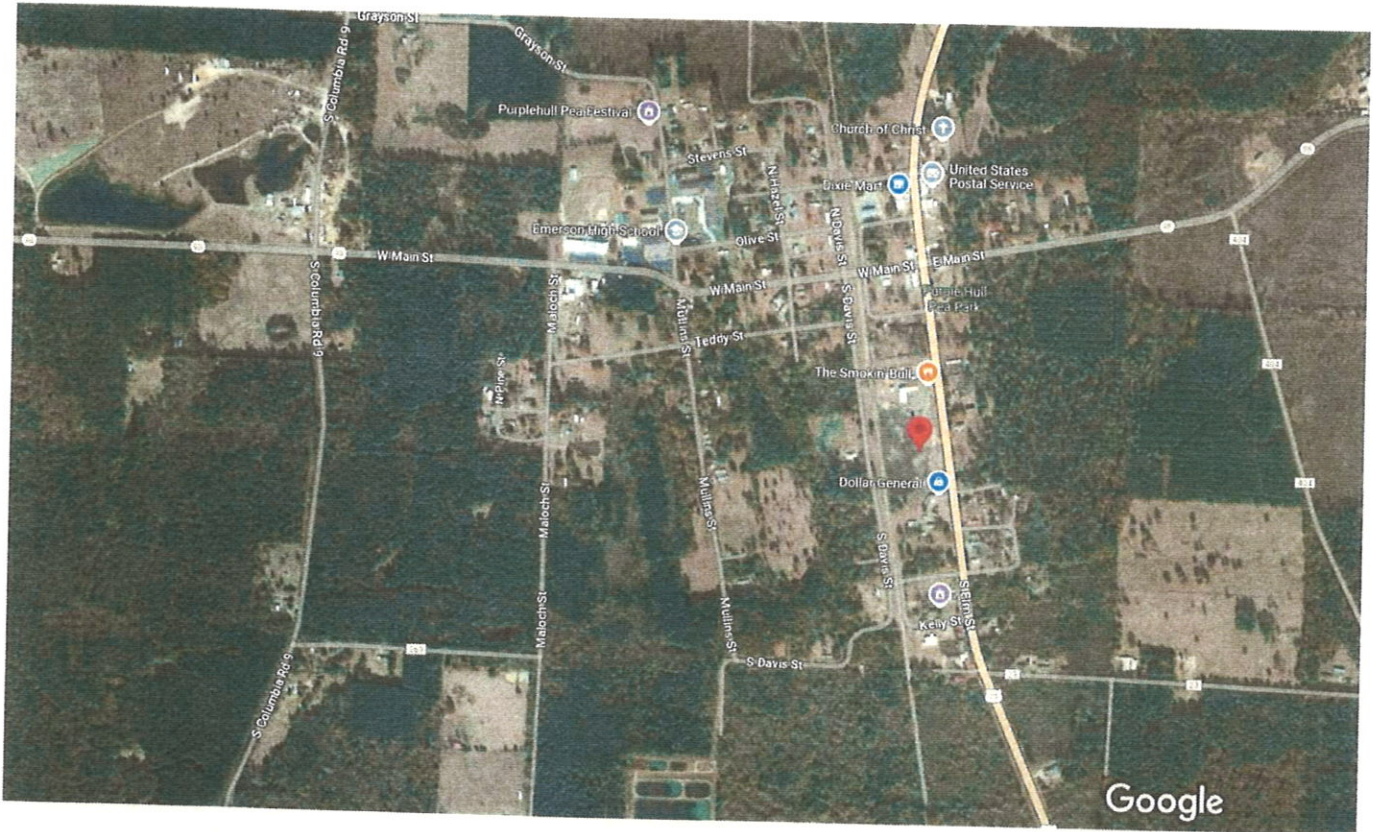
9-5-24

Date



WHITLOW ENGINEERING SERVICES, INC.
121 KERRYVILLE DRIVE
SEARCY, ARKANSAS 72143
(501) 593-7552 • (501) 279-3698 FAX

Google Maps 33°05'39.3"N 93°11'31.4"W



Imagery ©2024 Maxar Technologies, Map data ©2024 500 ft



33°05'39.3"N 93°11'31.4"W

- Directions
- Save
- Nearby
- Send to phone
- Share

Emerson, AR 71740

DG POD

DG Entrance

S Elm St

St Jo