



**POLLUTION CONTROL &
ECOLOGY COMMISSION**

Sarah Huckabee Sanders
GOVERNOR

Shane E. Khoury
SECRETARY

REGULAR COMMISSION MEETING

Friday, January 26, 2024 | 10:00 a.m.

Commission Room

AGENDA

(Item #01)

- I. Call Meeting to Order
- II. Roll Call
- III. Approval of December 1, Commission Meeting Minutes (Item #02)
- IV. Commission Reports
 - A. Chair Al Eckert III
 - 1. Reimbursement and Stipends-2024 **APPENDIX I**
 - Minute Order (Item #03)
- V. A. Chief Administrator Report
Caleb Osborne, Chief Administrator of the Environment
- VI. Public Comments
- VII. Used Tire Recycling & Accountability Act **APPENDIX II**
 - 1. Tire Program Business Plans (Items #04-10)
 - Proposed Minute Order (Adopt)
 - Caleb Osborne for Division of Environmental Quality
 - Minute Order (Adopt)
- VIII. Adjourn

ARKANSAS POLLUTION CONTROL AND ECOLOGY COMMISSION

REGULAR COMMISSION MEETING

10:00 a.m., Friday, December 1, 2023

Commission Room

Arkansas Department of Energy and Environment

5301 Northshore Drive

North Little Rock, Arkansas

Commissioners Attending: A. Eckert III, R. McMullen, D. Melton, R. Moss, C. Racey and D. Vandergriff.

Commissioners Absent: W. Ward

Visitors: Nina Brown, Tontitown; Kenneth Lovett, Fayetteville; Rhonda Doudna, Tontitown; Patrick Calcagni, Springdale; and Mark Calcagni, Springdale.

Call to Order

Vice-Chair Eckert called the meeting to order at 10:00 a.m.

Quorum

Commission Secretary called roll and announced that a quorum was present.

Approval of Minutes

Vice-Chair Eckert asked for a motion approving the October 27, 2023 meeting minutes. Commissioner Vandergriff made a motion to approve the minutes and Commissioner Melton seconded the motion. The minutes were approved.

Chief Administrator of the Environment Report

Caleb Osborne, Chief Administrator the Environment, announced that Service Recognition Awards were given out at the 2023 Employee Picnic this year. Chief Administrator Osborne discussed the new DEQ portal platform and technology updates to the website.

Mr. Osborne updated the Commission and announced that a settlement was being discussed with the Environmental Protection Agency (EPA) regarding DEQ's lawsuit against EPA.

Public Comments

Judge Moulton gave a brief overview of the type of public comments that are allowed to be discussed under Rule 8 due to open cases.

Nina Brown

Ms. Nina Brown of Tontitown stated that her comments were listed on her public comment card.

Mark Calcagni

Mr. Calcagni of Springdale discussed the Eco-Vista landfill and asked that the Commission deny the Class 4 expansion.

Patrick Calcagni

Mr. Calcagni of Springdale discussed Eco-Vista landfill trash leaving the landfill site, the local karst formations underneath the landfill, fire concerns at the landfill, and an Elementary School near the landfill. He stated that 1400 people signed a petition against the landfill and asked the Commission to deny the Class 4 expansion.

Rhonda Doudna

Ms. Doudna of Tontitown stated that every problem has a solution if we all work together. She discussed methane gas, cancer, and performance reviews. She asked that the Commission deny the Eco-Vista Class 4 expansion.

Kenneth Lovett

Mr. Lovett of Fayetteville discussed laws and regulations, Rule No. 8 and Rule No. 22. He suggested that trained and educated environmentalists needed to be included to help making rules safer. He asked the Commission to deny the Eco-Vista Class 4 expansion.

Administrative Law Judge

Recommended Decision

Eco-Vista, LLC; Consolidated Docket No. 23-008-P

Judge Moulton gave a brief overview of the case and stated that a Recommended Decision had been filed in Consolidated Docket No. 23-008-P and a request for oral argument has been filed by the City of Tontitown and Mayor Russell. He explained the procedures for the oral argument.

Mr. Ross Noland, representing Mayor Russell and the City of Tontitown, argued that Order No. 6 failed to direct DEQ to comply with its legal duty to satisfy APCEC Rule 8.211(A)(2)'s requirement to provide a "response to each issue raised in any public comment." According to Mr. Ross DEQ simply acknowledged Petitioners' comments which is not a response consistent with the Rule. He maintained that Orders No. 6 and 8 failed to appropriately apply Arkansas law and that APCEC Rule 22.203 municipal approval, which was granted by City resolution may, in turn, be withdrawn by City resolution. He stated that Orders No. 6 and 8 improperly considered legal arguments and justifications pertaining to APCEC rules 22.203 and 22.204 set forth by DEQ and Eco-Vista and that these legal arguments and justifications are not found permitting decision's administrative record. According to Mr. Ross the Recommended Decision was flawed because it allowed impermissible post hoc rationalization while declining to consider new arguments set forth by Petitioners.

Mr. Michael Heister representing Eco-Vista, LLC argued the ALJ's findings of undisputed material fact in Order No. 8 are not challenged in this appeal. Mr. Heister contended that the ALJ carefully analyzed all of the procedural arguments raised by the City and Mayor in its Request for Oral Argument and rejected them in Orders Nos. 6 and 8. He stated that contrary to the City and Mayor's arguments, Commission's Rule 8.211(A)(2) does not require DEQ to provide legal

opinions in response to public comments and the City's Rule 22.203(b) "siting" argument was not based on evidence or the rule.

Ms. Lisa Thompson representing DEQ discussed DEQ's administrative permitting process and stated that the process was followed. She asked the Commission to uphold Order Nos. 6 and 8.

In rebuttal Mr. Noland alleged that APCEC Rule 22.203 municipal approval did not exist and, therefore, DEQ cannot legally issue Eco-Vista's Class 4 permit. He argued that the City of Tontitown effectively withdrew Rule 22.203 approval it had previously granted via its November of 2022, January of 2023, and August of 2023, resolutions withdrawing APCEC Rule 22.203 approval. He stated that APCEC Rule 22.204 requires consideration of alternative locations prior to expanding a high impact solid waste facility and contended that the administrative record had no evidence Eco-Vista or DEQ considered alternative locations for the Class 4 landfill expansion in violation of APCEC Rule 22.204.

Commissioners asked questions and discussion followed.

Commissioner Melton made a motion to adopt Order No. 8 (Recommended Decision). Commissioner Racey seconded the motion. The motion passed. (**Minute Order No. 23-23**).

Adjourn

There was no other business to come before the Commission. Chair Eckert adjourned the meeting.

23-23

The Commission adopted a Minute Order adopting Order No. 8 (Recommended Decision) in the Matter of Eco-Vista, LLC; Docket No. 23-008-P.

**ARKANSAS POLLUTION CONTROL
AND ECOLOGY COMMISSION**

**Authorization of Expense,
Reimbursement and Stipends
for 2024**

MINUTE ORDER NO. 23-

PAGE 1 OF 1

Act 1211 of 1995 (A.C.A. § 25-16-901) defines the term "state board" to mean "commission." Section 2 of Act 1211 of 1995 [A.C.A. § 25-16-902(a) and (b)] allows the Arkansas Pollution Control and Ecology Commission ("Commission") to authorize expense reimbursements for each Commission member performing official Commission duties. The Commission may authorize the expense reimbursement by a majority vote of the total membership of the Commission cast during its first regularly scheduled meeting of each calendar year. The expense reimbursement shall not exceed the rate established for state employees by state travel regulations.

Act 1650 of 2001 and Act 1803 of 2001 (A.C.A. § 25-16-904) allows the Commission to authorize payment to its members of a stipend not to exceed eight-five dollars (\$85.00) per meeting attended. The Commission may authorize the stipend by a majority vote of the total membership of the Commission cast during its first regularly scheduled meeting of each calendar year. Commission members shall receive no other compensation except as provided in A.C.A. § 25-16-902. In addition, Act 1354 of 1997 (A.C.A. § 25-16-906) excludes a state employee from receiving a stipend.

Based on the statutes cited above and by a majority vote of its total membership, the Commission authorizes the reimbursement of expenses for each of its members performing official Commission duties. In addition, the Commission authorizes payment of an \$85.00 stipend to each eligible Commission member for each meeting attended.

COMMISSIONERS

_____ **A. Eckert**
_____ **R. McMullen, PhD**
_____ **D. Melton**
_____ **R. Moss, Jr.**

_____ **C. Racey**
_____ **D. Vandergriff**
_____ **W. Ward**

_____ **SUBMITTED BY: Al Eckert III**
Al Eckert III – Chair

PASSED: 01/26/24



DIVISION OF ENVIRONMENTAL QUALITY

Sarah Huckabee Sanders
GOVERNOR

Shane E. Khoury
SECRETARY

January 12, 2024

Al Eckert, Chairman
Arkansas Pollution Control and Ecology Commission
3800 Richards Rd., North Little Rock, AR 72117

Dear Chairman Eckert,

Act 713 of 2023 amended the Used Tire Recycling and Accountability Act, Ark. Code Ann. § 8-9-401 *et seq.* by creating four (4) new Used Tire Programs and directing them to establish new reimbursement rates justified by approved business plans. These new rates will be considered increases which, according to the law, must be approved by Department of Energy and Environment, Division of Environmental Quality (DEQ), Ark. Code Ann. § 8-9-410(c)(2); approved by the Arkansas Pollution Control and Ecology Commission (PC&EC), Ark. Code Ann § 8-9-405(e)(3)(A); and reviewed by the Arkansas Legislative Council, Ark. Code Ann. § 8-9-408(f).

In accordance with Ark. Code Ann. § 8-9-410(c)(2), as amended by Act 713, DEQ is tasked with reviewing business plan submittals by each tire program and approving or seeking additional information within sixty (60) days. DEQ timely received the submitted plans and requested additional information from each of the Used Tire Programs. Following receipt of additional information and updated proposed reimbursement rates, DEQ has now completed this review.

DEQ proposes to approve each of the submitted business plans. However, DEQ notes that all proposed rates exceed \$2.31, the amount identified by Arkansas Legislative Audit as the remaining available funds after statutorily authorized fees are collected by the Department of Finance and Administration, tire retailers, and DEQ. Even with DEQ's voluntary forbearance of certain program administration fees and electing not to undertake abatement projects, the \$2.57 amount that would remain is insufficient to ensure adequate funds remain available for full reimbursement for Used Tire Programs.¹

Because each program's rate exceeds the amount Legislative Audit has confirmed can be supported by collected revenues, Used Tire Programs must understand payments for reimbursement may at some point enter the *pro rata* payment methodology provided in Ark. Code Ann. § 8-9-405(e)(2). Based on historic tire processing rates and recent revenue trends for rim removal fees, DEQ estimates the program could be subject to *pro rata* reimbursement as early as late calendar year 2024 or early 2025.

Because these are plans for newly created programs which constitute rate increases for each program, under Ark. Code Ann. § 8-9-405(e)(3)(A), the PC&EC must approve the proposed plans before they become effective. With this letter, DEQ shares their proposed approval decision for PC&EC's review and approval.

¹ DEQ has included an attachment with this letter that includes the proposed reimbursement rates for each Used Tire Program (Table 1) and a copy of Legislative Audit's calculation of fees available for reimbursement (Table 2).

In addition to this letter, DEQ has submitted copies of the proposed business plans from each Used Tire Program for the PC&EC's review and approval. Likewise, DEQ has provided a copy of the January 13, 2023 Legislative Audit report which provides useful context for understanding the funding of the program and availability of reimbursement rates.

Sincerely,



Caleb J. Osborne
Division of Environmental Quality, Director
Chief Administrator, Environment
Arkansas Department of Energy & Environment

cc:

Tire Program 1
Roxie Hall, Mayor, City of Ozark
Robyn Reed, Executive Director

Tire Program 2
Barry Hyde, Pulaski County Judge
Craig Douglass, Executive Director

Tire Program 3
Darryl Mahoney, Garland County Judge
Mitch Noble, Executive Director

Tire Program 4
Eddie Best, Arkansas County Judge
Shane Knight, Executive Director

Table 1:

| Used Tire Program | Proposed Reimbursement Rate |
|-------------------|-----------------------------|
| No. 1 – Northwest | \$2.82 |
| No. 2 – Northeast | \$2.86 |
| No. 3 – Southwest | \$2.80 |
| No. 4 - Southeast | \$2.90 |

Table 2: This table is recreated from Legislative Audit’s January 13, 2023 Report, p. 5, on DEQ and used tire program reimbursement. Shading and color have been added for readability.

| Arkansas Legislative Audit’s Calculation of Waste Tire Fees Available for Reimbursement to Used Tire Programs as of June 30, 2022 | | |
|---|---------|------------------------------|
| Description | Amounts | Ark. Code Ann. Authorization |
| Waste Tire Fee (Rim Removal Fee) per tire | \$3.00 | § 8-9-404(a)(3)(A) |
| Tire Retailer Administrative Fee (up to 5%) | (0.15) | § 8-9-404(a)(5)(B) |
| Subtotal – after Retailer Administrative Fee | 2.85 | |
| DFA Service Charge (3%) | (0.09) | § 19-5-1148(b)(3)(B) |
| Subtotal – after DFA Service Charge | 2.76 | |
| DEQ Fee Trust Fund (7%) | (0.19) | § 8-9-404(b)(1)(B) |
| Subtotal – Deposited to Used Tire Recycling Fund (93%) | 2.57 | § 8-9-404(b)(1)(A) |
| DEQ Fees (up to 10%) | (0.26) | § 19-5-1148(c)(2) |
| Waste Tire Fee Available for Reimbursement to Programs | \$2.31 | |
| | | |

Arkansas

Sen. David Wallace
Senate Chair
Sen. John Payton
Senate Vice Chair



Rep. Jimmy Gazaway
House Chair
Rep. Richard Womack
House Vice Chair

Roger A. Norman, JD, CPA, CFE, CFF
Legislative Auditor

LEGISLATIVE JOINT AUDITING COMMITTEE **ARKANSAS LEGISLATIVE AUDIT**

TO: Auditee

FROM: Kim Williams, CPA, CFE, CFF
Assistant Legislative Auditor

DATE: January 13, 2023

SUBJECT: Legislative Joint Auditing Committee Review Of:

With the approval of the Co-Chairs of the Legislative Joint Auditing Committee, we are early releasing the report listed below. .

Department of Energy and Environment –
Division of Environmental Quality and Used Tire Programs
Review of Selected Policies, Procedures, and Transactions Pertaining to Waste Tires
For the Period July 1, 2021 through August 31, 2022

This report will be presented to the full membership of the Legislative Joint Auditing Committee for its review at a later date.

If you should have any questions or comments regarding this matter, please feel free to contact us.

Special Report

Arkansas Legislative Audit

Review of Selected Policies, Procedures, and Transactions Pertaining to Waste Tires

Department of Energy and Environment –
Division of Environmental Quality and
Used Tire Programs

For the Period July 1, 2021 through August 31, 2022



INTRODUCTION

This report is issued pursuant to a request, approved by the Executive Committee of the Legislative Joint Auditing Committee (LJAC), for Arkansas Legislative Audit (ALA) to review the processes used by the Department of Energy and Environment – Division of Environmental Quality (DEQ) for distributing waste tire fees to Used Tire Programs (Programs) and to conduct special procedures for, and review selected transactions of, the Programs in the State.

Specific concerns were whether applicable sections of Arkansas Code were followed by the Department of Finance and Administration (DFA) when collecting and distributing waste tire fees and by DEQ in its expenditure of the fees and distributions to the Programs. Other matters of interest included whether DEQ was reimbursing Programs more than the amounts collected per tire and how Programs were using their funds to operate.

HIGHLIGHTS OF REPORT

- After allowable reductions in the \$3 waste tire fees collected, the Division of Environmental Quality (DEQ) has \$2.31 (break-even point) remaining as a per-tire fee to reimburse the Used Tire Programs (Programs). As of June 30, 2022, 8 of the 10 Programs were reimbursed at a per-tire amount greater than the break-even point. See **Exhibit II on page 5**.
- Act 317 of 2017 established the Used Tire Recycling Fund, from which \$32.98 million (>93%) of waste tire fees collected have been distributed to the Programs, primarily for normal quarterly reimbursements, based on the number of tires processed. See **Exhibits III and IV on pages 6 and 7**, respectively.
- For the quarter ended June 30, 2022, DEQ paid approximately 68% of each Program's request, due to insufficient funds available in the Used Tire Recycling Fund. In October 2022, Arkansas Legislative Council approved a \$1 million transfer from the Restricted Reserve Fund to DEQ to assist with paying the remaining balances for the quarter. See **Exhibit IV on page 7**.
- ALA noted no exceptions regarding waste tire revenue distributions by the Department of Finance and Administration (DFA) to the Used Tire Recycling Fund and the DEQ Fee Trust Fund and issued no findings for DEQ.
- ALA staff issued findings for 7 of the 10 Programs.
- A summary of information for the 10 Programs is provided in **Schedule 1 on page 17**, and **Schedule 2 on pages 18-19** provides information regarding sources and uses of funds for the fiscal year ended June 30, 2022.

ARKANSAS LEGISLATIVE AUDIT

500 Woodlane Street, Suite 172, Little Rock, AR 72201
Phone: 501-683-8600 • Fax: 501-683-8605
www.arklegaudit.gov

Report ID: SPSR00622

Report Date: January 9, 2022



OBJECTIVES

Objectives of this review pertaining to DEQ were to:

- Determine and review the methods used to reimburse Programs for waste tires collected and processed.
- Analyze activity in the Used Tire Recycling Fund maintained by the State Treasury.
- Gain an understanding of the DEQ Fee Trust Fund.
- Assess reasonableness of the waste tire fees collected by DFA and distributed to DEQ.
- Determine if the number of tires for which the waste tire fee was collected is reasonable when compared to the number of tires submitted for reimbursement by the Programs.
- Obtain and report waste tire reimbursement rates as of June 30, 2022.

Objectives of this review pertaining to the waste tire accounts of the Programs were to:

- Review financial records maintained by the Programs, including bank statements, financial statements, journals/ledgers, and invoices, where applicable.
- Review Program business plans and reimbursement rates.
- Determine Program sources and uses of funds.

SCOPE AND METHODOLOGY

This review was conducted primarily for the period July 1, 2021 through August 31, 2022.

For DEQ, ALA staff reviewed supporting documentation for all reimbursements to the Programs to ensure reimbursements were in accordance with Arkansas Code and at the approved business plan rate. To summarize financial information for the Used Tire Recycling Fund, ALA staff obtained data from the Arkansas Administrative Statewide Information System (AASIS). ALA staff applied Arkansas Code to calculate the amount available to reimburse Programs for waste tire processing.

For the Programs, ALA staff reviewed applicable financial records, Board of Directors (Board) meeting minutes, business plans, contracts, documents filed with DEQ to obtain reimbursements, related party transactions, and audit reports prepared by private certified public accounting (CPA) firms.

BACKGROUND

Prior to Act 317 of 2017

In 1991, the General Assembly passed laws to protect the public health and the State's environmental quality by setting and implementing standards to be followed in the hauling, storage, recycling, and disposal of waste tires. A waste tire fee of \$1.50 for each new tire sold was assessed to the purchaser. In addition, a fee of \$1 was imposed on all waste tires imported into Arkansas. These rates have increased at varying increments due to the passage of subsequent legislation.

Act 317 of 2017 – Used Tire Recycling and Accountability Program (TAP)

Effective January 1, 2018, Act 317 of 2017 (Act) amended the previous waste tire law and created the Used Tire Recycling and Accountability Program (TAP). The Act required Arkansas to implement an accountable, effective, and efficient used tire program for recyclable tires, waste tires, and used tires culled for resale. The primary goal of TAP is to recycle or put to beneficial use as many tires as possible.

DEQ was charged with the implementation of TAP and establishment of various rules in accordance with the Act. The Programs are administered by the various regional solid waste management districts around the State.

The Act standardized fees by requiring the collection of a flat waste tire fee on all tires removed from a rim (\$3 for new tires and \$1 for used tires).

Regional Solid Waste Management Districts

In 1989, the General Assembly created eight "Regional Solid Waste Planning Boards" in the State, with their duties to include preparation of regional solid waste needs assessments and issuance of "certificates of need" to applicants for solid waste disposal facility permits within their jurisdictions. Then, in 1991, a law was passed to rename the Planning Boards as "Regional Solid Waste Management Districts" (Districts) and required that each District be governed by a Board. The powers and duties of the Districts were expanded and allowed the boundaries of the Districts to be modified. Waste tires, composting, recycling, and hauler licensing requirements also were included in the responsibilities added to the Districts.

Currently, the State has 19 Districts, but only 10 operate a Used Tire Program, as shown in **Exhibit I**, and receive quarterly reimbursements from DEQ for processing waste tires, under the Act. The composition, per-tire reimbursement rate, sources and uses of funds, and method of operations for these 10 Programs are summarized in **Schedule 1 on page 17**.

Exhibit I
Arkansas's Used Tire Programs



Note: The Southwest Used Tire Program was merged into the Upper-Southwest Used Tire Program in 2018.

Source: Arkansas Department of Energy and Environment website: <https://www.adeq.state.ar.us/> (unaudited by Arkansas Legislative Audit)

RESULTS OF REVIEW: DIVISION OF ENVIRONMENTAL QUALITY

Waste Tire Fees Collected and Amount Available for Reimbursements to the Programs

Waste Tire Fee Revenue

The Act requires the collection of a flat waste tire fee on all tires removed from a rim (\$3 for new tires and \$1 for used tires). The majority of collections over the past five years have been obtained by tire retailers on new tires. The tire retailers pay the fees collected to DFA monthly, after retaining 5% for administrative costs. After deducting a special revenue fee of 3%, DFA deposits 93% into the **Used Tire Recycling Fund** (the fund used to account for the activity of TAP) and 7% into the **DEQ Fee Trust Fund** (a fund used for DEQ operations into which DEQ deposits various fees).

Each tire retailer submits a monthly waste tire return form to DFA that shows the number of tires (new or used) on which the retailer collected fees, as well as the total fees remitted to DFA. To test the reasonableness of the total waste tire revenues, ALA staff performed a calculation by multiplying the number of tires (according to the retailer monthly return forms) by the per tire amount remitted (\$2.85 for new tires). The calculated amount was within 0.5% of the amount DFA actually collected.

To test the reasonableness of the waste tire revenue distributions by DFA to both the Used Tire Recycling Fund and the DEQ Fee Trust Fund, ALA staff calculated the amount of fees that should have been distributed by DFA and compared this amount to the actual revenues in each fund. No exceptions were noted.

Waste Tire Fee Available for Reimbursement to Programs (DEQ Break-even Point)

As shown in **Exhibit II on page 5**, after all reductions allowed by Arkansas Code in the \$3 waste tire fees collected, DEQ has \$2.31 (break-even point) remaining as a per-tire fee to reimburse the Programs. As of June 30, 2022, based on approved Program business plans, 2 of the 10 Programs had reimbursement rates that were less than \$2.31, and the remaining 8 Programs' reimbursement rates ranged from \$2.34 to \$3.12. As a result, these 8 Programs are reimbursed at a per-tire amount that is greater than the \$2.31 break-even point. See **Schedule 1 on page 17** for each Program's reimbursement rate.

Used Tire Recycling Fund

The Used Tire Recycling Fund was established in accordance with the Act to account for the activity of the TAP. In addition to the waste tire fees collected over the years, the Act also transferred approximately \$2 million from the waste tire program established in 1991 to the Used Tire Recycling Fund in January 2018.

Per the Act, DEQ shall use at least 90% of the funds available in the Used Tire Recycling Funds to:

- Reimburse the Programs that have submitted a business plan for operations approved by DEQ.
- Administer the TAP.
- Perform other duties under the Act.

DEQ may use up to 10% of the funds available in the Used Tire Recycling Fund for:

- Waste tire site abatement aid.
- Development, implementation, and maintenance of the electronic uniform used tire manifest system.
- Market and economic stimulus incentives.

Exhibit II

**Department of Energy and Environment – Division of Environmental Quality (DEQ)
Used Tire Recycling and Accountability Program (TAP)
Calculation of Waste Tire Fees Available for Reimbursement to Used Tire Programs
As of June 30, 2022**

| Description | Amounts | Ark. Code Ann. Authorization |
|---|----------------|---------------------------------|
| Waste tire fee (rim removal fee) per tire | \$ 3.00 | § 8-9-404(a)(3)(A) |
| Tire retailer administrative fee (up to 5%) | (0.15) | § 8-9-404(a)(5)(B) |
| Subtotal - after retailer administrative fee | 2.85 | |
| DFA service charge (3%) | (0.09) | § 19-5-1148(b)(3)(B) |
| Subtotal - after DFA service charge | 2.76 | |
| DEQ Fee Trust Fund (7%) | (0.19) | § 8-9-404(b)(1)(B) |
| Subtotal - Deposited to Used Tire Recycling Fund (93%) | 2.57 | § 8-9-404(b)(1)(A) |
| DEQ Fees (up to 10%) | (0.26) | § 19-5-1148(c)(2) |
| Waste Tire Fee Available for Reimbursement to Programs | \$ 2.31 | |

DFA: Department of Finance and Administration

Source: Arkansas Code Annotated (unaudited by Arkansas Legislative Audit)

DEQ Fee Trust Fund

According to AASIS, the DEQ Fee Trust Fund had available cash and investments at June 30, 2022, totaling \$13,166,793. As of August 31, 2022, cash and investments totaled \$12,360,932. Along with 7% of waste tire fees, other DEQ fees, such as pollution control and storage water fees, are deposited in the DEQ Fee Trust Fund, which is used for operating expenses of DEQ.

Used Tire Recycling Fund Reimbursements to Programs and Other Financial Activity

Exhibit III on page 6 summarizes the financial activity of the Used Tire Recycling Fund for the period July 1, 2017 through August 31, 2022. The available cash in the Used Tire Recycling Fund was \$1,520,331 and \$1,425,815 as of June 30, 2022, and August 31, 2022, respectively.

For the five fiscal years ended June 30, 2022, gross waste tire fees totaling \$36,470,577 were deposited in the Used Tire Recycling Fund. DFA imposed and retained a 3% special revenue fee totaling \$1,130,588 on these collections. Reimbursements to the Programs totaled \$32,977,825, and DEQ expenditures, mostly comprised of salary expense, totaled \$3,170,151.

Three levels of quarterly funding are available to the Programs, depending on the amount of waste tire fees collected:

- Level 1 funding consists of reimbursement for disposing of used tires at the approved business plan rates.
- Level 2 funding is disbursed to an eligible inter-district used tire program for assistance with funding an illegal dumps control office position (only if funds are available after all Level 1 funding obligations are paid).
- Level 3 funding is disbursed to an eligible used tire program for equipment purchases, repairs, or maintenance scheduled or planned at least six months before and included in the business plan or revised business plan of the used tire program (only if funds are available after all Level 1 and Level 2 funding obligations are paid).

Review of Selected Policies, Procedures, and Transactions Pertaining to Waste Tires

Exhibit III

**Department of Energy and Environment–Division of Environmental Quality (DEQ)
Used Tire Recycling and Accountability Program (TAP)
Used Tire Recycling Fund – Summary of Financial Information
For the Period July 1, 2017 through August 31, 2022**

| | Fiscal Year Ended June 30, | | | | | Five Fiscal-Year Totals | July 1 - August 31 2022 |
|--|----------------------------|--------------|--------------|--------------|--------------|-------------------------------|-------------------------------|
| | 2018 | 2019 | 2020 | 2021 | 2022 | | |
| Total Cash on Hand - Beginning | \$ 0 | \$ 1,655,905 | \$ 1,091,116 | \$ 1,577,595 | \$ 2,154,068 | \$ 0 | \$ 1,520,331 |
| Revenues: | | | | | | | |
| Waste tire fees | 5,775,841 | 7,304,604 | 7,692,070 | 7,859,246 | 7,838,816 | 36,470,577 | 1,437,966 |
| Other | 3,364 | 888 | 10,610 | 10,000 | | 24,862 | |
| Service charges - DFA | (179,051) | (226,443) | (238,454) | (243,637) | (243,003) | (1,130,588) | (44,577) |
| Net Revenues Collected | 5,600,154 | 7,079,049 | 7,464,226 | 7,625,609 | 7,595,813 | 35,364,851 | 1,393,389 |
| Expenditures: | | | | | | | |
| Used Tire Programs | | | | | | | |
| Assistance, grants, & aid | 5,404,031 | 6,985,326 | 6,626,918 | 6,374,723 | 7,586,827 | 32,977,825 | 1,364,368 |
| DEQ Expenditures: | | | | | | | |
| Salary expense | 460,001 | 619,886 | 612,741 | 576,526 | 611,115 | 2,880,269 | 123,537 |
| Refunds, taxes, & claims | | 3,776 | 12,639 | 100,835 | 20,000 | 137,250 | |
| Capital outlay | | 54,918 | | | | 54,918 | |
| Professional services & fees | | 27,500 | 11,700 | 1,257 | 1,200 | 41,657 | |
| Other | 8,205 | 6,900 | 13,749 | 15,795 | 11,408 | 56,057 | |
| Total - DEQ Expenditures | 468,206 | 712,980 | 650,829 | 694,413 | 643,723 | 3,170,151 | 123,537 |
| Total Expenditures | 5,872,237 | 7,698,306 | 7,277,747 | 7,069,136 | 8,230,550 | 36,147,976 | 1,487,905 |
| Transfers: | | | | | | | |
| Transfer from Waste Tire Grant Fund | 1,983,006 | | | | | 1,983,006 | |
| Transfer from Marketing Recyclables Program Fund | | | 300,000 | | | 300,000 | |
| Other transfers - net | (55,018) | 54,468 | | 20,000 | 1,000 | 20,450 | |
| Total Net Transfers | 1,927,988 | 54,468 | 300,000 | 20,000 | 1,000 | 2,303,456 | |
| Total Cash on Hand - Ending | \$ 1,655,905 | \$ 1,091,116 | \$ 1,577,595 | \$ 2,154,068 | \$ 1,520,331 | \$ 1,520,331 | \$ 1,425,815 |

DFA: Department of Finance and Administration

Source: Arkansas Administrative Statewide Information System (AASIS) (unaudited by Arkansas Legislative Audit)

If there are insufficient funds available in a quarter to make reimbursements for all submitted requests under any funding level, then, according to Ark. Code Ann. § 8-9-405(e)(2), DEQ can allocate the reimbursements based on a pro rata share of each Program's reimbursement request compared to the total funds available.

It should be noted that payments for the quarter ended June 30, 2022 (paid in August 2022), were not paid in full. DEQ paid approximately 68% of each Program's request, due to insufficient funds available in the Used Tire Recycling Fund. On October 21, 2022, Arkansas Legislative Council approved a \$1 million transfer from the Restricted Reserve Fund to DEQ to assist with paying the remaining balances for the quarter ended June 30, 2022, which were paid as of November 21, 2022.

Exhibit IV provides reimbursements to the Programs for the period July 1, 2017 through November 21, 2022. Of the funds collected, more than 93% have been distributed to the various Programs, primarily for normal quarterly reimbursements, at approved business plan rates, based on the number of tires processed. Minimal reimbursements to the Programs have occurred for Level 2 and 3 funding, extra-large tires, and abatements (approximately \$450,000 for FY2022). The remaining expenditures are DEQ administrative expenses.

For all TAP reimbursements paid to Programs for the period July 1, 2021 through November 21, 2022, ALA staff reviewed supporting documentation for the number of tires processed and the approved business plan rates and noted no exceptions.

ALA staff also compared the number of tires processed (according to the Programs' TAP quarterly progress reports) to the number of tires on which fees were collected (according to the monthly return forms submitted to DFA by tire retailers). A difference of less than 6% was noted, which could be due to the timing of when tires are sold and when they are processed by the Programs. Also, tires awaiting processing could have accumulated at the tire retailers or at the Programs.

Exhibit IV

Department of Energy and Environment – Division of Environmental Quality (DEQ) Used Tire Recycling and Accountability Program (TAP) Used Tire Recycling Fund – Reimbursements to Used Tire Programs For the Period July 1, 2017 through November 21, 2022

| Name of Used Tire Program | For Fiscal Year Ended June 30, | | | | | Five Fiscal-Year Totals | Quarter Ended June 30, 2022 | | |
|----------------------------------|--------------------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|-----------------------------|---|-------------------|
| | 2018 | 2019 | 2020 | 2021 | 2022 | | Requested (Note 1) | Amounts Paid in 2022 August (Note 2) | November (Note 3) |
| Benton County | \$ 251,723 | \$ 358,154 | \$ 404,667 | \$ 395,004 | \$ 524,834 | \$ 1,934,382 | \$ 166,785 | \$ 113,467 | \$ 53,318 |
| Boston Mountain | 414,693 | 607,806 | 617,020 | 584,131 | 658,108 | 2,881,758 | 186,825 | 127,100 | 59,725 |
| Carroll County | | | | 31,655 | 59,445 | 91,100 | 14,732 | 10,022 | 4,710 |
| Craighead County | 210,378 | 261,925 | 229,792 | 234,435 | 284,233 | 1,220,763 | 63,713 | 43,345 | 20,368 |
| Ozark Mountain | 304,858 | 445,278 | 455,596 | 263,777 | 343,322 | 1,812,831 | 66,834 | 45,468 | 21,366 |
| Pulaski County Inter-District | 1,222,160 | 1,817,724 | 1,820,779 | 1,950,173 | 2,819,049 | 9,629,885 | 808,520 | 550,049 | 258,471 |
| Southeast | 360,316 | 514,789 | 376,406 | 417,065 | 606,802 | 2,275,378 | 119,184 | 81,083 | 38,101 |
| Upper-Southwest Inter-District | 424,281 | 787,797 | 655,478 | 673,782 | 826,382 | 3,367,720 | 200,728 | 136,559 | 64,169 |
| West River Valley Inter-District | 897,711 | 893,212 | 816,147 | 731,926 | 864,176 | 4,203,172 | 212,241 | 144,391 | 67,850 |
| White River | 698,226 | 664,832 | 581,822 | 573,728 | 600,476 | 3,119,084 | 165,929 | 112,884 | 53,045 |
| East (Note 4) | 390,100 | 633,809 | 669,211 | 519,047 | | 2,212,167 | | | |
| Southwest (Note 5) | 229,585 | | | | | 229,585 | | | |
| Grand Totals | \$ 5,404,031 | \$ 6,985,326 | \$ 6,626,918 | \$ 6,374,723 | \$ 7,586,827 | \$ 32,977,825 | \$ 2,005,491 | \$ 1,364,368 | \$ 641,123 |

Note 1: Amounts Programs requested for reimbursement from DEQ for processed tires for the quarter ended June 30, 2022.

Note 2: Amounts DEQ paid to Programs for reimbursement for processed tires for the quarter ended June 30, 2022. These amounts are each Program's pro rata share of the waste tire fees available for reimbursement for this quarter. Programs received approximately 68% of amounts requested.

Note 3: Balance of the amounts Programs requested for reimbursement from DEQ for processed tires for the quarter ended June 30, 2022.

Note 4: The East Program became part of the Pulaski County Inter-District in 2022.

Note 5: The Southwest Program became part of the Upper-Southwest Inter-District in 2018.

Source: Arkansas Administrative Statewide Information System (AASIS) and DEQ financial records (unaudited by Arkansas Legislative Audit)

RESULTS OF REVIEW: USED TIRE PROGRAMS

The sections below provide brief background information for each of the 10 Programs that process waste tires, as well as reportable findings for 7 Programs. As required by Ark. Code Ann. § 10-4-419, Findings 1, 2, and 3 for the Pulaski Inter-District Used Tire Program and the finding for the White River Used Tire Program will be referred to the Sixth and Seventeenth Judicial District Prosecuting Attorneys, respectively, for further review.

A summary of information for the 10 Used Tire Programs is provided in **Schedule 1 on page 17**, and **Schedule 2 on pages 18-19** provides information regarding sources and uses of funds for the Programs for the fiscal year ended June 30, 2022.

PROGRAMS WITH FINDINGS

Pulaski County Inter-District Used Tire Program

The Pulaski County Inter-District (PID) Used Tire Program was originally comprised of five regional solid waste management districts, including Pulaski County, Southwest Central, Saline County, Faulkner County, and Central Arkansas.

On January 15, 2021, the PID Program entered into a Tire Management Program Agreement with the East Arkansas Inter-District (EAID) Used Tire Program, which was comprised of three regional solid waste management districts, including East Arkansas, Northeast Arkansas, and Mississippi County. Under this agreement, the PID Program became responsible for administering the Used Tire Program for both PID and EAID.

The PID Program was comprised of nine counties and the cities within each county: Clark, Faulkner, Garland, Hot Spring, Lonoke, Monroe, Prairie, Pulaski, and Saline. When the EAID Program joined the PID Program, it was comprised of 11 counties and the cities within each county: Clay, Crittenden, Cross, Greene, Lawrence, Lee, Mississippi, Phillips, Poinsett, Randolph, and St. Francis. Currently, the PID Program is comprised of all 20 counties.

Until the two Programs combined in April 2022, the PID Program and the EAID Program received Used Tire Recycling Funds from DEQ at rates of \$2.09 and \$2.89 per tire, respectively. For the quarter ending June 30, 2022, TAP reporting for the combined Programs indicated a DEQ-approved rate of \$2.66 per tire.

The PID Program has two contracts with Davis Rubber Company, Inc. (Vendor), to haul and process waste tires at the Vendor's facility. Due to the distance to counties in the EAID, the PID Program pays the Vendor at two different rates for these services. During the fiscal year ended June 30, 2022, the PID transferred \$502,322 to its operating account; these transfers consisted of 20% of administrative expenses (\$161,380) and reimbursements for EAID waste tire processing contract expenses paid from the PID Program operating account (\$340,942).

Statewide Interim XL Tire Program

The PID Program is solely responsible for managing the Statewide Interim XL Tire Program, including, but not limited to, the following:

- Providing and verifying manifests.
- Coordinating extra-large tire scheduling and pick-up with other Programs and tire retailers and wholesalers.
- Submitting required documentation and invoicing to DEQ and the TAP Senior Manager for reimbursement of costs.

- Ensuring compliance with state and federal licensing and permitting requirements, as well as other relevant DEQ rules and laws governing used and waste tires in the State.
- Retaining all records and permits necessary for implementing this program.

The PID Program contracted with the Vendor for the transportation and processing of extra-large tires. The Vendor submitted invoices monthly to the PID Program showing tons processed with and without transportation. The rate paid to the Vendor was \$140 per ton without transportation and \$200 per ton with transportation for a total of \$215,461. The PID Program then submitted invoices to DEQ, which reimbursed the PID Program \$165 per ton without transportation and \$236 per ton with transportation, which included administrative costs of operating the program; reimbursements totaled \$304,085. DEQ terminated the XL Tire Program on May 24, 2022, due to lack of funding.

Findings

Finding 1: The PID Program did not properly complete TAP quarterly progress reports, as discussed below:

- Revenues reported were based on tires processed per report, not amounts actually received from DEQ.
- The PID Program plugged an amount into an expense line item titled "Maintenance and Repair (Capital Fund)" to make revenues and expenses agree on the TAP reports. As a result of this improper completion of TAP reports, the PID Program transferred \$357,032 of excess Used Tire Recycling Funds to the capital maintenance fund for the period September 20, 2021 to August 31, 2022. These excess funds should have been available in the waste tire account to operate the PID Program.

According to a contract between the PID Program and the Vendor, the Vendor is responsible for the repair and maintenance of PID Program-owned equipment located at the Vendor's facility and used by the Vendor. However, the PID Program reimbursed the Vendor for \$211,226 (\$181,084 for the fiscal year ended June 30, 2022, and \$32,142 for the two-month period ended August 31, 2022) in maintenance and repair expenses for both PID Program-owned equipment as well as equipment owned by the Vendor, in conflict with Ark. Const. art. 12, § 5.

Management response: *The quarterly Tire Accountability Program (TAP) report produced by the District and used by DEQ for reimbursement of program costs to the District originally included revenues received in the quarter by DEQ, and not on prospective revenue from the number of tires processed. This practice was recommended by DEQ to be changed some three years ago. The District complied with the DEQ recommendation. (From an accounting and accountability standpoint, this practice made no sense to the District. Consequently, the District continued to attach the quarterly District financial statements, which no longer matched the TAP report.)*

The TAP report includes a Maintenance and Repair line item. The District's practice was to allocate any reserve funds to that line item to cover necessary maintenance costs of the transport and processing equipment operated by Davis through our public-private partnership. In addition to maintenance and repair of program equipment, the District also used these reserve funds to pay Davis's transport and processing costs on a monthly basis, although the District was and is reimbursed by DEQ on a quarterly basis. The practice was simply an exercise in cash-flow management, as well as providing program funds for program expenses to keep Davis running and picking up and processing tires, until such time as the District receives reimbursement funds (in arrears) and during a period of rapidly increasing

Review of Selected Policies, Procedures, and Transactions Pertaining to Waste Tires

inflation. While it is noted in the findings that these funds should "have been available in the waste tire account to operate, the PID program," these funds were used only to operate the program, however, were allocated to the wrong line items on the TAP report. The District, will immediately take steps to ensure that reserve funds, if any, will be allocated to the appropriate line items on the TAP report, and continue to be managed to operate the program, as well as report revenues received from DEQ in the quarter.

As stated above, the District assisted Davis in the maintenance of specific transport and processing equipment in order to keep the program running. It is our understanding that this use of Maintenance and Repair funds, as reported on the TAP report, is in error. The District will immediately discontinue this practice (Capital Fund) and continue to work with Davis to further streamline operations, allowing Davis to better fund their own maintenance and repair.

Finding 2: The PID Program entered into agreements with the Vendor, a privately owned business, that appear to conflict with Ark. Const. art. 12, § 5:

- The Program's business plan notes equipment items located at the Vendor's facilities that were purchased entirely or partially with Program funds, including four tire shredders, a forklift, a magnetic separator, a screener, and an infeed system with conveyors. The original cost of the equipment totaled \$1,298,791, of which \$1,110,235 (85%) was paid from Program funds. According to a contract between certain Programs and the Vendor, the Vendor is allowed to process tires not collected through TAP with the Program's equipment, sell the tire-derived aggregate, and keep the proceeds.
- The Program transferred use of 46 trailers to the Vendor to haul waste tires. The Program's business plan stipulates that the Vendor will be responsible for repair and maintenance of the trailers; however, it appears that the Program is reimbursing the Vendor for at least a portion of these expenditures from the Program's capital maintenance fund.

Management response: *Prior to the 2017 revisions to Arkansas's waste tire program through Act 317 and Regulation 36, the District received grant funds from DEQ and, as approved, used the funds to provide equipment grants to Davis. While the granted equipment was used primarily for District-related waste tire processing for recycling, the equipment most likely was used for processing tires not associated with District-managed operations. While the District will receive a portion of the sales price of the granted equipment if and when it is sold, we nevertheless understand the need to strictly adhere to Constitutional provisions regarding private use of public funds. To that end, and as stated above, the District will immediately discontinue this practice (Capital Fund) and continue to work with Davis to further streamline operations, allowing Davis to better fund their own maintenance and repair.*

During the development of the new waste tire program informed by Act 317 and Regulation 36, the District made the decision to get out of the waste tire trailer business and the associated costs and transfer the operation and maintenance of the 46 District-owned trailers to Davis. While we have not reimbursed Davis for the maintenance of the trailers, we understand that a portion of the Capital Fund maintenance grants to Davis could possibly be partially used for that purpose. To correct this action, and as stated above, the District will immediately discontinue this practice (Capital Fund) and continue to work with Davis to further streamline operations, allowing Davis to better fund their own maintenance and repair.

Finding 3: Waste tire funds were used to pay \$700 in charitable contributions to two nonprofit entities, in conflict with Ark. Const. art. 12, § 5. This amount represented 20% of the PID Program's total contributions to the nonprofit entities.

All three findings will be referred to the Sixth Judicial District Prosecuting Attorney.

Management response: *The District maintains agreements with certain Arkansas non-profit entities engaged in the support of recycling programs throughout the State. From time to time we contribute, when fiscally appropriate and possible, to these non-profits. It appears that one or more donations were partially funded out of the waste tire program account. This was a mistake. The District will ensure that no further contributions to non-profit entities engaged in the support of recycling programs in Arkansas are funded from the tire program account.*

Southeast Used Tire Program

The Southeast Used Tire Program is managed by the Southeast Arkansas Economic Development District (SEAEDD) and is comprised of Arkansas, Ashley, Bradley, Chicot, Cleveland, Desha, Drew, Grant, Jefferson, and Lincoln Counties and the cities within these counties. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.40 per tire and fees on fee-waived paid¹ tires. The Program contracts with a hauler to transport waste tires to the processing center operated at the Jefferson County Landfill. The Program owns the processing equipment and pays for its replacement, repair, and maintenance. The Program also pays Jefferson County a per-ton fee to process, recycle, reuse, or dispose of all tires and by-products of processing. During the fiscal year ended June 30, 2022, the Program transferred 10% of Used Tire Recycling Funds received, totaling \$60,680, to SEAEDD for management services.

Finding 1: The Program did not report reserve transfers of 10% of Used Tire Recycling Funds to the solid waste general account, along with any subsequent waste tire expenditures from the reserve amount, on the TAP quarterly progress reports, resulting in an understatement of average per-tire costs.

Management response: *We completed the TAP report according to the guidance received by the TAP Program at the Department of Environmental Quality. Corrective action will be conducted on TAP Program Guidance.*

Finding 2: A copy of the annual financial audit report for 2020 and 2021 was not filed with DEQ and ALA, as required by Ark. Code Ann. § 8-6-704.

Management response: *This has been the responsibility of our Auditing Firm. We have contacted them to make sure that they flag our account TO SEND for future audits.*

Carroll County Used Tire Program

The Carroll County Used Tire Program is comprised of Carroll County and the cities within it. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.22 per tire and fees on fee-waived paid tires. Waste tires brought to Program facilities are placed in trailers leased from the West River Valley Inter-District Program, which picks up the trailers and hauls the tires to its processing facility. In the event the West River Valley Inter-District Program cannot fulfill the contract, waste tires are picked up by a contractor and delivered to its facility in Kansas.

¹ "Fee-waived paid tires" are used tires for which no rim removal fee, commercial generator fee, or import fee has been collected, reported, and paid.

Finding: The Program did not solicit competitive bids for waste tire disposal fees totaling \$47,387, in noncompliance with Ark. Code Ann. §§ 8-6-704, 14-22-104. Furthermore, a contract documenting this service to be performed by the contractor was not provided.

Management response: *Carroll County Regional Solid Waste District is in the process of contracting with a vendor for the year 2023 to fulfill our tire disposal needs. We are working towards compliance with Ark. Code Ann. §§ 8-6-704 and 14-22-104.*

Ozark Mountain Used Tire Program

The Ozark Mountain Used Tire Program is comprised of Baxter, Boone, Marion, Newton, and Searcy counties and the cities within these counties. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.71 per tire and fees on fee-waived paid tires. The Program contracts with a contractor to collect waste tires from five collection centers and haul the tires to the contractor's facilities for processing. During the fiscal year ended June 30, 2022, the Program transferred \$11,720 to its general fund from its waste tire fund for administrative expenses at a rate of \$0.10 per tire processed.

Finding: An annual financial audit covering the Program has not been obtained since 2019, in noncompliance with Ark. Code Ann. § 8-6-704.

Management response: *The District engaged the accounting services of a CPA firm. The firm is working hard to complete both the 2020 and the 2021 financial audits. The firm has not given the District a firm deadline for completion, but we anticipate them both to be finished in the next month.*

Upper-Southwest Inter-District Used Tire Program

The Upper-Southwest Inter-District Used Tire Program is comprised of Calhoun, Columbia, Dallas, Hempstead, Howard, Lafayette, Little River, Miller, Montgomery, Nevada, Ouachita, Pike, Polk, Sevier, and Union Counties and the cities within these counties.² The Program receives Used Tire Recycling Funds from DEQ at a rate of \$3.12 per tire, fees on fee-waived paid tires, trailer rental, and sale of processed tires. The Program per-tire rate includes expenditures for debt service to build the processing facilities, purchase of equipment, and depreciation expense. The Program provides for the transportation of all used tires from the designated collection centers except for tires collected in Miller County, which are transported by a contractor. The Program owns and operates the tire processing facility and contracts for marketing and sale of tires processed into tire derived fuel, with the unmarketable portion being disposed of in the Upper-Southwest Regional Landfill.

Finding: The 2020 and 2021 audit reports and findings were not reviewed by the Board, as required by Ark. Code Ann. § 8-6-704.

Management response: *In the past our Executive Committee has always met with the auditor to receive explanation and instructions about that year's audit and to approve the audit. At the next regular board meeting, the audit is presented to the board and each member receives a copy. In the future, we will ensure that a vote is taken to accept and approve each annual audit.*

² This list includes the counties of the Southwest Program, which joined the Upper-Southwest Inter-District Used Tire Program in 2018.

West River Valley Inter-District Used Tire Program

The West River Valley Inter-District Used Tire Program is comprised of Conway, Crawford, Franklin, Johnson, Logan, Perry, Pope, Scott, Sebastian, and Yell Counties and the cities within these counties. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.34 per tire, fees on fee-waived paid tires, trailer rental, and sale of processed tires. The Program per-tire rate includes expenditures for debt service to build facilities and purchase equipment. The Program contracts for tires to be hauled to a processing facility that it owns and operates. The Program contracts for marketing and sale of tires processed into rubber mulch, tire-derived fuel, and steel wire and disposes of shredded large truck tires in a landfill located in Yell County.

Finding 1: The Program did not solicit competitive bids for the purchase of mulch colorants totaling \$224,532, in noncompliance with Ark. Code Ann. §§ 8-6-704, 14-22-104.

Management response: *The Program will solicit bids for providers of mulch paint colorant; the Board of Directors of the West River Valley Regional Solid Waste Management District will approve and award bid in the first quarter of 2023, before further purchases of paint colorant will be made.*

Finding 2: The Board did not approve the contract for hauling services, as required by Ark. Code Ann. §§ 8-6-704, 14-22-112.

Management response: *The Board will review and either approve the current contract for hauling services or request the Director readvertise for bids to provide hauling services. This will take place at the next meeting of the Board of Directors, January of 2023.*

White River Used Tire Program

The White River Used Tire Program is comprised of Cleburne, Fulton, Independence, Izard, Jackson, Sharp, Stone, Van Buren, White, and Woodruff Counties and the cities within these counties. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.38 per tire, fees on fee-waived paid tires, and trailer rental. The Program transports tires to a processing facility that it owns, operates, and maintains; shreds the tires into monofil; and disposes of the monofil in the Bald Knob Landfill.

Finding: The Program purchased a trailer from a Board member for \$3,000, in noncompliance with Ark. Code Ann. § 21-8-1001.

This finding will be forwarded to the Seventeenth Judicial District Prosecuting Attorney.

Management response: *The White River Regional Solid Waste Management District staff was not aware that purchasing a used trailer from a Board member was an ethics violation. An opportunity to purchase a good, used mobile office trailer for \$3,000 to be used as an office space at the tire monofill came up in a conversation. We did not have any intent to not comply with Ark. Code Ann. § 21-8-1001.*

The proposed corrective action will be to educate the employees of the White River Regional Solid Waste Management District and the staff of the Program Administrator the requirements of Ark. Code Ann. § 21-8-1001. Additionally, the White River Regional Solid Waste Management District Board will approve all purchasing from Board members and other related parties, with the approval being documented in the Board meeting minutes.

USED TIRE PROGRAMS WITH NO FINDINGS

Benton County Used Tire Program

The Benton County Used Tire Program is comprised of Benton County and the cities within it. The Program receives Used Tire Recycling Funds from DEQ at rate of \$2.48 per tire and fees on fee-waived paid tires. Waste tires are accepted at various collection centers throughout the County and placed in trailers. When full, these trailers are taken to the Program's sorting facility and prepared for shipment and delivery to the tire disposal contractor's facilities in Kansas for processing.

Boston Mountain Used Tire Program

The Boston Mountain Used Tire Program is comprised of Madison and Washington Counties and the cities within those counties. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.38 per tire, fees on fee-waived paid tires, and trailer rental. Waste tires are accepted at various collection centers and placed in trailers. When full, these trailers are taken to the Program's sorting facility and prepared for shipment to or pick up by three tire disposal contractors with facilities in Kansas and Oklahoma for processing.

Craighead County Used Tire Program

The Craighead County Used Tire Program is comprised of Craighead County and the cities within it. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.23 per tire and fees on fee-waived paid tires. Waste tires are brought to Program facilities and loaded in trailers belonging to a contractor, which hauls the trailers to its facilities in Mississippi.

RECOMMENDATIONS

ALA staff recommend that DEQ and the General Assembly evaluate the economic feasibility and long-term sustainability of approving per-tire reimbursement rates in excess of the per-tire break-even point.

ALA staff further recommend that the PID Program and Southeast Program complete TAP quarterly progress reports properly. Additionally, the PID Program should ensure that transactions with contractors and nonprofit entities comply with Ark. Const. art. 12, § 5. Programs should also adhere to applicable Arkansas Code regarding obtaining and filing annual financial audits, soliciting competitive bids, obtaining Board approval for contracts, and engaging in related party transactions. Program Boards should review annual financial audit reports and findings, as required by Arkansas Code.

SUMMARY

Act 317 of 2017 created the Used Tire Recycling and Accountability Program (TAP), which standardized collection of a flat waste tire fee on all tires removed from a rim (\$3 for new tires and \$1 for used tires). ALA staff reviewed the processes used by DFA when collecting and distributing waste tire fees and by DEQ for expending waste tire fees and distributing these fees to the State's 10 Used Tire Programs (Programs) and issued no findings. For the five fiscal years ended June 30, 2022, \$32.98 million (>93%) of waste tire fees collected have been distributed to the Programs by DEQ from the Used Tire Recycling Fund, primarily for normal quarterly reimbursements, based on the number of tires processed.

ALA staff determined that, after allowable reductions in the \$3 fees collected per waste tire, DEQ has \$2.31 (break-even point) remaining as a per-tire fee to reimburse the Used Tire Programs (Programs). As of June 30, 2022, 8 of the 10 Programs were reimbursed at a per-tire amount greater than the break-even point. For the quarter ended June 30, 2022, DEQ paid approximately 68% of each Program's request, due to insufficient funds available in the Used Tire Recycling Fund. In October 2022, Arkansas Legislative Council approved a \$1 million transfer from the Restricted Reserve Fund to DEQ to assist paying the remaining balances for the quarter ended June 30, 2022.

ALA issued findings for 7 of the 10 Programs. The PID and Southeast Programs did not complete TAP quarterly progress reports properly, and the PID Program entered into agreements with a Vendor and made charitable donations that appear to conflict with Ark. Const. art. 12, § 5. Additional Programs did not file (Southeast) or obtain (Ozark Mountain) annual financial audits or have the audit reports reviewed by the Board (Upper-Southwest Inter-District); did not solicit competitive bids (Carroll County and West River Valley Inter-District); did not obtain Board approval for contracts (West River Valley Inter-District); and engaged in related party transactions (White River).

As required by Ark. Code Ann. § 10-4-419, the three findings for the PID Program and the finding for the White River Program will be referred to the Sixth and Seventeenth Judicial District Prosecuting Attorneys, respectively, for further review.

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Schedule 1

Used Tire Programs (Programs)
Summary of Selected Information for the 10 Programs
As of June 30, 2022

| Name of Used Tire Program | Number of Counties in Program | Approved Business Plan Rates | Sources of Funds <i>a</i> | Uses of Funds <i>b</i> | Surplus/ (Deficit) <i>c = a - b</i> | Method of Operations |
|----------------------------------|-------------------------------|------------------------------|------------------------------|---------------------------|--|---|
| Benton County | 1 | \$2.48 | \$ 625,384 | \$ 683,580 | \$ (58,196) | Uses a tire contractor and rents trailers; tires are picked up by contractors and delivered to contractor's facilities, located in Kansas, for processing. |
| Boston Mountain | 2 | \$2.38 | \$ 736,728 | \$ 780,342 | \$ (43,614) | Uses a tire contractor and rents trailers; tires are picked up by contractors and delivered to contractors' facilities, located in Kansas or Oklahoma, for processing. |
| Carroll County | 1 | \$2.22 | \$ 61,406 | \$ 80,526 | \$ (19,120) | Uses a contractor for tire pick up and processing; some tires sent to West River Valley Program for processing; occasionally another contractor hauls tires to its facility, located in Kansas, for processing. |
| Craighead County | 1 | \$2.23 | \$ 341,420 | \$ 300,601 | \$ 40,819 | Uses a contractor to pick up tires and transport them to a processing facility, located in Mississippi, for processing. |
| Ozark Mountain | 5 | \$2.71 | \$ 350,889 | \$ 316,701 | \$ 34,188 | Uses a contractor to pick up and process tires. |
| Pulaski County Inter-District | 20 | \$2.66 | \$2,819,690 | \$3,004,202 | \$ (184,512) | Uses a contractor to pick up tires and deliver them to contractor's facility for processing. |
| Southeast | 10 | \$2.40 | \$ 607,743 | \$ 426,606 | \$ 181,137 | Uses a contractor to haul off extra-large tires; maintains a tire processing facility at the Jefferson County Landfill to chip and dispose of tires. Jefferson County Landfill is responsible for the aggregate of chipped tires. |
| Upper-Southwest Inter-District | 15 | \$3.12 | \$ 907,759 | \$ 696,001 | \$ 211,758 | Maintains a tire processing facility; processes tires; sells processed product; moves remaining product to a landfill in the District. |
| West River Valley Inter-District | 10 | \$2.34 | \$1,770,495 | \$1,529,126 | \$ 241,369 | Maintains a tire processing facility; processes tires; sells processed product. |
| White River | 10 | \$2.38 | \$ 710,438 | \$ 740,365 | \$ (29,927) | Has its own facility to process tires and moves product to a landfill in the City of Bald Knob. |

Source: Used Tire Programs' records (unaudited by Arkansas Legislative Audit)

Review of Selected Policies, Procedures, and Transactions Pertaining to Waste Tires

Schedule 2

**Used Tire Programs (Programs)
Sources and Uses of Funds
For the Fiscal Year Ended June 30, 2022**

| | Benton County | Boston Mountain | Carroll County | Craighead County | Ozark Mountain |
|---|--------------------|--------------------|--------------------|---------------------|-------------------|
| Sources of Funds | | | | | |
| Tire disposal grants/fees (Note 1) | \$ 585,618 | \$ 720,567 | \$ 61,406 | \$ 300,740 | \$ 350,889 |
| Sale of processed tires | | | | | |
| Trailer rental fees | | 16,000 | | | |
| Other (Note 2) | 39,766 | 161 | | 40,680 | |
| Total Sources of Funds | 625,384 | 736,728 | 61,406 | 341,420 | 350,889 |
| Uses of Funds | | | | | |
| Tire disposal contracts | 457,222 | 315,195 | 58,877 | 289,433 | 299,781 |
| Salaries/wages/benefits (Note 3) | 142,468 | 231,410 | 21,649 | 6,586 | |
| Maintenance/repairs/parts/ supplies | 23,888 | | | | |
| Transfers to general fund (Note 4) | | | | | 11,720 |
| Rent/insurance/phone/utilities | 4,353 | 38,102 | | 2,082 | |
| Fuel/mileage | 35,457 | 194,211 | | | |
| Other (Note 5) | 20,192 | 1,424 | | 2,500 | 5,200 |
| Repairs and maintenance of equipment (Note 6) | | | | | |
| Total Uses of Funds | 683,580 | 780,342 | 80,526 | 300,601 | 316,701 |
| Excess Sources of Funds Over (Under) Uses of Funds | \$ (58,196) | \$ (43,614) | \$ (19,120) | \$ 40,819 | \$ 34,188 |

Note 1: Includes Division of Environmental Quality (DEQ) reimbursements of \$7.6 million.

Note 2: Includes interest, reimbursements, sale of equipment, insurance proceeds, and transfers from the general funds of the Programs.

Note 3: Includes bonuses of approximately \$27,000.

Note 4: Represents amounts that Programs transferred to their general funds for tire program administrative expenses.

Note 5: Includes dirt for landfills, insurance, depreciation, debt service payments, professional services, office supply expenses, etc.

Note 6: Represents amounts that the Program paid for expense obligations of Davis Rubber Company, Inc.

Source: Used Tire Programs' financial records (unaudited by Arkansas Legislative Audit)

| Pulaski County Inter- District | Southeast | Upper- Southwest Inter- District | West River Valley Inter- District | White River | Grand Totals |
|--------------------------------------|-------------------|---|---|--------------------|-------------------|
| \$ 2,819,049 | \$ 607,624 | \$ 834,006 | \$ 948,591 | \$ 593,905 | \$7,822,395 |
| | | 26,379 | 579,504 | | 605,883 |
| | | 47,374 | 52,185 | 102,145 | 217,704 |
| 641 | 119 | | 190,215 | 14,388 | 285,970 |
| <u>2,819,690</u> | <u>607,743</u> | <u>907,759</u> | <u>1,770,495</u> | <u>710,438</u> | <u>8,931,952</u> |
| 2,306,291 | 303,050 | 28,874 | 161,580 | 20,175 | 4,240,478 |
| | | 298,396 | 416,814 | 331,009 | 1,448,332 |
| | 60,832 | 122,931 | 708,364 | 76,166 | 992,181 |
| 502,322 | 60,680 | | | | 574,722 |
| | | 32,117 | 141,419 | 180,313 | 398,386 |
| | | 64,919 | 22,165 | 62,779 | 379,531 |
| 14,505 | 2,044 | 148,764 | 78,784 | 69,923 | 343,336 |
| 181,084 | | | | | 181,084 |
| <u>3,004,202</u> | <u>426,606</u> | <u>696,001</u> | <u>1,529,126</u> | <u>740,365</u> | <u>8,558,050</u> |
| <u>\$ (184,512)</u> | <u>\$ 181,137</u> | <u>\$ 211,758</u> | <u>\$ 241,369</u> | <u>\$ (29,927)</u> | <u>\$ 373,902</u> |

Business Plan (TAP-12)

version 1.7

(Submission #: HPX-46GR-VVCMQ, version 3)

Details

Submitted 1/2/2024 (9 days ago) by Wendy Bland
Alt ID UTP-1-Northwest Arkansas Tire Program
Submission ID HPX-46GR-VVCMQ
Status Submitted

Form Input

Used Tire Program Overview

Reporting Year
2023

Used Tire Program Identification Number
UTP-1

Used Tire Program (UTP) Name
Northwest Arkansas Tire Program

Used Tire Program Processing Facility Address

Address

2910 W COMMERCIAL ST
ATTN: Mayor Hall
OZARK, AR 72949

List of Permits Issued to UTP

| Permit Type | Permit Number | Permit Expiration Date | Permittee |
|------------------------------|---------------|------------------------|---------------------------|
| TCC - Tire Collection Center | 0001 | 02/13/2028 | Marion County TS&RC |
| TCC - Tire Collection Center | 0002 | 02/13/2028 | Boston Mountain SWMD |
| TCC - Tire Collection Center | 0006 | 02/13/2028 | Plumlee Tire |
| TCC - Tire Collection Center | 0007 | 02/13/2028 | Searcy County Solid Waste |
| TCC - Tire Collection Center | 0009 | 02/13/2028 | Carroll County SWA |
| TCC - Tire Collection Center | 0010 | 02/13/2028 | Boston Mtn. Recycling Ctr |
| TCC - Tire Collection Center | 0012 | 02/13/2028 | Boston Mountain SWMD |
| TCC - Tire Collection Center | 0025 | 02/13/2028 | City of Waldron |
| TCC - Tire Collection Center | 0028 | 02/13/2028 | Conway County |
| TCC - Tire Collection Center | 0053 | 02/13/2028 | Van Buren County |
| TCC - Tire Collection Center | 0054 | 02/13/2028 | Perry County |
| TCC - Tire Collection Center | 0084 | 02/13/2028 | City of Ozark |
| TCC - Tire Collection Center | 0085 | 02/13/2028 | Logan County |
| TCC - Tire Collection Center | 0093 | 02/13/2028 | Benton County RSWMD |
| TCC - Tire Collection Center | 0095 | 02/13/2028 | Yell County |

| Permit Type | Permit Number | Permit Expiration Date | Permittee |
|--------------------------------|---------------|------------------------|-------------------------|
| TCC - Tire Collection Center | 0096 | 02/13/2028 | West River Valley RSWMD |
| TCC - Tire Collection Center | 0099 | 02/13/2028 | Pope County |
| TCC - Tire Collection Center | 0102 | 02/13/2028 | City of Mulberry |
| TCC - Tire Collection Center | 0103 | 02/13/2028 | Sebastian County RSWMD |
| TCC - Tire Collection Center | 0104 | 02/13/2028 | Sebastian County RSWMD |
| TPF - Tire Processing Facility | 0027 | 09/03/2023 | West River RSWMD |
| TPF - Tire Processing Facility | 0032 | 08/14/2028 | Boston Mtn RSWMD |

Square Mileage Served by the Used Tire Program (UTP)

14,031

Population based on most Recent Federal Census

1,077,783

Used Tire Program Board Members

| Title | First and Last Name | Phone Number | Email | Mailing Address |
|----------|------------------------------|--------------|-----------------------------------|--|
| Director | Mayor Roxie Hall (Secretary) | 4796672238 | RHall@CityofOzarkAR.com | 2910 W Commercial St, Ozark AR 72949 |
| Mayor | Tim McKinney | 8704234286 | mayortim@berryville.com | PO Box 227, Berryville AR 72616 |
| Mayor | David Rieder | 4797546486 | drieder@clarksvillear.gov | 205 Walnut St, Clarksville AR 72830 |
| Mayor | Allen Lipsmeyer | 5013543484 | allenlipsmeyer@yahoo.com | PO Box 438, Morrilton AR 72110 |
| Mayor | Roxie Hall | 4796672238 | RHall@CityofOzarkAR.com | 2910 W Commercial St, Ozark AR 72949 |
| Judge | Barry Moehring | 4792711000 | barry.moehring@bentoncountyar.gov | 215 E Central Ave, Bentonville AR 72712 |
| Judge | Jimmy Hart | 5013549640 | judge@conwaycounty.org | 117 S Moose St, Morrilton AR 72110 |
| Judge | Rickey Bowman | 4796674726 | franklin.judge@franklin-ar.us | 211 W Commercial, Ozark AR 72949 |
| Judge | Ben Cross | 4799687487 | popecountyjudge@popecountyar.gov | 100 W Main St, Russellville AR 72801 |
| Judge | Brian Jones | 4796372155 | scottcountyjudge@yahoo.com | 190 W First St, Ste 1, Waldron AR 72958 |
| Judge | Dale James | 5017452443 | dale@vbcjudge.com | PO Box 60, Clinton AR 72031 |
| Judge | Patrick Deakins | 4794441700 | pdeakins@washingtoncountyar.gov | 280 N College Ave, Fayetteville AR 72701 |

Attach Inter-District Agreement

[UTP1 Blank Page.pdf - 08/25/2023 04:45 PM](#)

Comment

Blank page added. Not applicable to UTP1.

Do you have an approved Solid Waste Management Plan filed with DEQ

No

If "NO", Provide Brief Explanation and Anticipated Submittal Date

Not applicable to new Accountability Boards/Used Tire Programs

Current Calendar Year Operations

Used Tire Program Equipment List

| Year | Equipment | Manufacturer | Make | Model | Serial Number | Cost/Value | Amount Owed | Percentage DEQ PAID |
|------|-----------|------------------|------|-------|---------------|------------|-------------|---------------------|
| 0 | 0 | See supplemental | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | Sum: 0 | Sum: 0 | |

Contract Obligations

| Contract Name | Length of Contract (Years) | Dollar Amount of Contract |
|--|----------------------------|---------------------------|
| Boston Mountain Solid Waste District | 1 | 475849.59 |
| West River Valley Solid Waste District | 1 | 310993.38 |

Attach Actual Contracts

- [BMSWD Champlin Contract.pdf - 12/19/2023 10:37 AM](#)
- [BMSWD EcoShred Contract.pdf - 12/19/2023 10:37 AM](#)
- [BMSWD Jordan Disposal Contract.pdf - 12/19/2023 10:37 AM](#)
- [WRV Greenwood Tire and Alignment.pdf - 12/19/2023 10:38 AM](#)
- [WRV tire hauling contract.pdf - 12/19/2023 10:39 AM](#)

Comment

Attached are contracts currently in effect between the Solid Waste District Tire Programs and vendors

Disposition of Tires and Tire Residuals Collected and Processed

| Type of Disposition | Shipped To Facility Name | City and State | Amount in Tons | Percentage |
|---------------------------|--------------------------|-------------------|----------------|------------|
| TDF End User: Cement Kiln | Buzzi Unicen | Pryor, OK | 126.5 | 3.22 |
| Rubber Mulch | Champlin Tire Recycling | Concordia, KS | 379.5 | 9.67 |
| Rubber Mulch | Eco Shred | Springfield, MO | 126.5 | 3.22 |
| Rubber Mulch | NetZero Tire Processing | Prairie Grove, AR | 1,897.5 | 48.36 |
| Rubber Mulch | West River Valley RSWMD | Clarksville, AR | 1,394 | 35.52 |
| | | | Sum: 3,924 | Sum: 99.99 |

Administration Time Detail (Current Calendar Year)

| Category | Coordinator | Administrator 1 | Administrator 2 |
|-----------|-------------|-----------------|-----------------|
| % of Time | 0.00 | 0.00 | 0.00 |

Administration Cost Detail (UTP Salaries and Benefits)

| Category | Coordinator | Administrator 1 | Administrator 2 | Current Total for Calendar Year | Projected Total for Calendar Year |
|----------------------------------|-------------|-----------------|-----------------|---------------------------------|-----------------------------------|
| Salary | 0 | 0 | 0 | 0 | 0 |
| Taxes | 0 | 0 | 0 | 0 | 0 |
| Retirement | 0 | 0 | 0 | 0 | 0 |
| Insurance | 0 | 0 | 0 | 0 | 0 |
| Personal Services Matching Total | 0 | 0 | 0 | 0 | 0 |
| Grand Total | 0 | 0 | 0 | 0 | 0 |
| Expenses Total | 0 | 0 | 0 | 0 | 0 |
| Salary and Expense Total | 0 | 0 | 0 | 0 | 0 |
| | | | | Sum: 0 | Sum: 0 |

Attach Profit and Loss Statement

- [2022 UTP1 Consolidated P&L.pdf - 12/19/2023 10:43 AM](#)
- [2023 UTP1 Consolidated Budget.pdf - 01/02/2024 06:26 PM](#)

Comment

NONE PROVIDED

Access-Controlled Collection Centers

| Collection Center | Address | Hours | Cost |
|--|---------|-------|------|
| See list on supplemental data appendix | 0 | 0 | 0 |

What is the Quantity of Tires Currently on Any Property Owned, Lease, or Otherwise Controlled by this UTP?
6950

Outstanding Debts

| Creditor | Monthly Payment Amount | Total Amount Owed | Maturity Date |
|----------------------|------------------------|-------------------|---------------|
| BCRSWMD General Fund | 0 | 36591.66 | 12/31/2022 |
| BCRSWMD General Fund | 0 | 129604.08 | 12/31/2023 |
| Centennial Bank | 21421.6 | 187607.38 | 8/1/2024 |
| Centennial Bank | 2345.79 | 185191.35 | 02/01/2031 |

Proposed Next Year Operations

Used Tire Program Equipment List

| Year | Equipment | Manufacturer | Make | Model | Serial Number | Cost/Value | Amount Owed | Percentage DEQ PAID |
|------|-----------|------------------|------|-------|---------------|------------|-------------|---------------------|
| 0 | 0 | See supplemental | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | Sum: 0 | Sum: 0 | |

Contract Obligations

| Contract Name | Length of Contract (Years) | Dollar Amount of Contract |
|--|----------------------------|---------------------------|
| West River Valley Solid Waste District | 1 | 1256869.50 |

Disposition of Tires and Tire Residuals Collected and Processed

| Type of Disposition | Facility Name | City and State | Amount in Tons | Percentage |
|---------------------------|-------------------------|-------------------|----------------|-------------|
| TDF End User: Cement Kiln | Buzzi Unicem | Pryor, OK | 527.42 | 3.26 |
| Rubber Mulch | Champlin Tire Recycling | Concordia, KS | 1,582.2 | 9.78 |
| Rubber Mulch | Eco Shred | Springfield, MO | 527.4 | 3.26 |
| Rubber Mulch | NetZero Tire Processing | Prairie Grove, AR | 7,911 | 48.90 |
| Rubber Mulch | West River Valley RSWMD | Clarksville, AR | 5,629 | 34.80 |
| | | | Sum: 16,177 | Sum: 100.00 |

Administration Time Detail (Next Calendar Year)

| Category | Coordinator | Administrator 1 | Administrator 2 |
|-----------|-------------|-----------------|-----------------|
| % of Time | 50.00 | 50.00 | 0.00 |

Administration Cost Detail (UTP Salaries and Benefits)

| Category | Coordinator | Administrator 1 | Administrator 2 | Current Total for Calendar Year | Projected Total for Calendar Year |
|----------------------------------|-------------|-----------------|-----------------|---------------------------------|-----------------------------------|
| Salary | 95786.75 | 95786.75 | 0 | 191,574 | 191,573.50 |
| Taxes | 0 | 0 | 0 | 0 | 0 |
| Retirement | 0 | 0 | 0 | 0 | 0 |
| Insurance | 0 | 0 | 0 | 0 | 0 |
| Personal Services Matching Total | 0 | 0 | 0 | 0 | 0 |
| Grand Total | 0 | 0 | 0 | 0 | 0 |
| Expenses Total | 0 | 0 | 0 | 0 | 0 |

| Category | Coordinator | Administrator 1 | Administrator 2 | Current Total for Calendar Year | Projected Total for Calendar Year |
|--------------------------|-------------|-----------------|-----------------|---------------------------------|-----------------------------------|
| Salary and Expense Total | 0 | 0 | 0 | 0 | 0 |
| | | | | Sum: 191,574 | Sum: 191,574 |

Access-Controlled Collection Centers

| Collection Center | Address | Hours | Cost |
|--|---------|-------|------|
| See list in supplemental info appendix | 0 | 0 | 0 |

Outstanding Debts

| Creditor | Monthly Payment Amount | Total Amount Owed | Maturity Date |
|---------------------|------------------------|-------------------|---------------|
| No planned new debt | 0 | 0 | 8/25/2023 |

Attach Capital Improvement and Maintenance Plan with Estimated Expenditures and Cost for the Next Calendar Year

[UTP1 Tire Equipment Owned by RSWMDs.pdf - 01/02/2024 06:22 PM](#)

Comment

Uploaded list of equipment currently owned by RSWMDs and used in Tire Program. UTP1 does not plan to own any equipment or buildings and therefore will not develop a Capital Improvement and Maintenance Plan

What are the District's Tire Management and Processing Goals for the Next Three (3) Calendar Years?

UTP1 Accountability Board will continue to evaluate existing tire collection centers to ensure adequate collection availability and continue to evaluate opportunities to reduce administrative and operations costs long-term

Discuss the District's Initiatives to Increase Efficiency and Productivity for the Next Three (3) Calendar Years

The UTP1 will evaluate the efficiency and productivity of the contract vendors each year and will reissue requests for proposal as needed to attempt to increase efficiency and productivity.

Analyze the District's Efforts to Promote Recycling and Sustainability for the Next Three (3) Calendar Years

UTP1 will continue to evaluate opportunities to increase the total # of tires recycled while maintaining fiscal responsibility

Fiscal Evaluation

Used Tire Program Expenses

| Category | Explain | Previous Calendar Year (Actual Cost) | Current Calendar Year (Projected Cost) | Next Calendar Year (Projected Cost) |
|---|-----------------------------------|--------------------------------------|--|-------------------------------------|
| Wages | | 502,704.93 | 607,831.72 | 0 |
| Personal Services Matching | | 273,082.23 | 39,376.61 | 0 |
| Mileage | | 0 | 165,000 | 0 |
| Insurance | | 33,114.74 | 124,020.32 | 0 |
| Rent (UTP Space) | | 12,000.00 | 26,400.00 | 0 |
| Utilities (Electricity Gas, Water, Telephone) | | 75,878.48 | 83,900.00 | 0 |
| Office Expenses | Comm, Dues, Permits, Ofc Supplies | 3,972.49 | 9,263.16 | 0 |
| Processing and Disposal Fees | | 832,917.82 | 1,447,196.31 | 0 |
| Advertising | | 103.57 | 150.00 | 0 |
| Contractual Services | | 584,475.81 | 474,680.16 | 3,251,080.59 |
| Miscellaneous | | 0 | 0 | 0 |
| Equipment Purchases | Debt P&I | 324,765.55 | 285,208.68 | 0 |
| Vehicle Purchases | | 0 | 0 | 0 |
| Maintenance and Repair | | 771,762.22 | 491,000.00 | 0 |

| Category | Explain | Previous Calendar Year (Actual Cost) | Current Calendar Year (Projected Cost) | Next Calendar Year (Projected Cost) |
|----------|---------|--------------------------------------|--|-------------------------------------|
| | | Sum: 3,414,778 | Sum: 3,754,027 | Sum: 3,251,081 |

Reimbursements from DEQ

| Previous Calendar Year (Actual Reimbursements) | Current Calendar Year (Project Reimbursements) | Next Calendar Year (Projected Reimbursements) |
|--|--|---|
| 2245833.10 | 2510579.36 | 3251080.59 |

Used Tire Program Local Revenue

| Category | Explain | Previous Calendar Year (Actual Revenue) | Current Calendar Year (Projected Revenue) | Next Calendar Year (Projected Revenue) |
|---------------------------------|------------------------|---|---|--|
| Other Tire Monies | | 0 | 0 | 0 |
| District Fees on Fee-Paid Tires | | 106222.55 | 83447.16 | 70740.65 |
| TDF Sales | | 366600.54 | 462000.00 | 0 |
| Mulch Sales | | 0 | 0 | 0 |
| Other Sales from Used Tires | | 0 | 0 | 0 |
| Rental Tire Trailers | | 92250 | 96000 | 0 |
| Other | Int, proc, trans, misc | 103965.97 | 66875.00 | 0 |
| | | Sum: 669039.06 | Sum: 708322.16 | Sum: 70740.65 |

Tire Management

| Tire Type | Previous Calendar Year (Actual Count) | Current Calendar Year (Projected Count) | Next Calendar Year (Projected Count) |
|------------------|---------------------------------------|---|--------------------------------------|
| Small Tire | 1,013,915 | 1,061,702 | 1,064,487 |
| Large Tire | 58,560 | 46,528 | 53,221 |
| Extra Large Tire | 3,887 | 2,888 | 9,196 |
| | Sum: 1,076,362 | Sum: 1,111,118 | Sum: 1,126,904 |

Management Cost Per Tire (UTP Expenses Per Number of Tires Managed)

| Category | Previous Calendar Year Actual | Current Calendar Year Projected | Next Calendar Year Projected |
|----------|-------------------------------|---------------------------------|------------------------------|
| Total | 3.17 | 3.38 | 2.88 |

Management Cost minus Program Local Revenue Per Tire (UTP Expenses Per Number of Tires Managed)

| Category | Previous Calendar Year Actual | Current Calendar Year Projected | Next Calendar Year Project |
|----------|-------------------------------|---------------------------------|----------------------------|
| Total | 2.55 | 2.74 | 2.82 |

Attachments

| Date | Attachment Name | Context | User |
|---------------------|---|------------|-------------|
| 1/2/2024 7:43 PM | CertificationForm.pdf | Unknown | Wendy Bland |
| 1/2/2024 6:26 PM | 2023 UTP1 Consolidated Budget.pdf | Attachment | Wendy Bland |
| 1/2/2024 6:22 PM | UTP1 Tire Equipment Owned by RSWMDs.pdf | Attachment | Wendy Bland |
| 12/19/2023 10:43 AM | 2022 UTP1 Consolidated P&L.pdf | Attachment | Wendy Bland |
| 12/19/2023 10:39 AM | WRV tire hauling contract.pdf | Attachment | Wendy Bland |
| 12/19/2023 10:38 AM | WRV Greenwood Tire and Alignment.pdf | Attachment | Wendy Bland |
| 12/19/2023 10:37 AM | BMSWD Jordan Disposal Contract.pdf | Attachment | Wendy Bland |

| Date | Attachment Name | Context | User |
|---------------------|-----------------------------|----------------|-------------|
| 12/19/2023 10:37 AM | BMSWD EcoShred Contract.pdf | Attachment | Wendy Bland |
| 12/19/2023 10:37 AM | BMSWD Champlin Contract.pdf | Attachment | Wendy Bland |
| 8/25/2023 4:45 PM | UTP1 Blank Page.pdf | Attachment | Wendy Bland |

Internal Data

| Label | Value |
|--------------------|--------------|
| Previous Year Cost | 3.17 |
| Current Year Cost | 3.38 |
| Next Year Cost | 2.88 |



ENVIRONMENTAL QUALITY

Certification of ePortal Submission

This form is to be used to certify electronic ePortal submissions. Please check with the appropriate section for who has the authority to sign this form. A hardcopy of this form with original signature must be sent to DEQ, 5301 Northshore Drive, North Little Rock, AR 72118. Please do not send a hardcopy of the ePortal submission with this form. All fields are required.

Table with 5 rows and 2 columns containing submission details: 1. Section to which the ePortal Submission was Submitted: Tire Accountability Program; 2. Form Name: Business Plan (TAP-12); 3. Arkansas DEQ Facility Identification Number (AFIN), if available: UTP-1-Northwest Arkansas Tire Program; 4. Facility Name: Northwest Arkansas Tire Program; 5. Facility Physical Address: 2910 W COMMERCIAL ST OZARK, AR 72949

I certify under penalty of law that the ePortal submission with Submission ID# HPX-46GR-VVCMQ and revision # 3 which was submitted electronically on 1/2/2024 7:42:21 PM 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 fine and imprisonment for knowing violations.

Mayor Roxie Hall (Secretary)

Director

typed/printed name of signatory authority

title

signature of signatory authority

date

| | BCUTP 2023 | BMUTP 2023 | CCUTP 2023 | OMUTP 2023 | WRVUTP 2023 | UTP1 2023 Combined |
|------------------------|-----------------|-----------------|----------------|-----------------|-------------------|--------------------|
| Prior Period Carryover | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Revenue | \$ 697,225.00 | \$ 686,650.00 | \$ - | \$ 255,000.00 | \$ 980,000.00 | \$ 2,618,875.00 |
| Expenses | \$ (826,830.08) | \$ (791,300.00) | \$ (69,323.61) | \$ (375,120.00) | \$ (1,691,453.27) | \$ (3,754,026.96) |
| Net Income | \$ (129,605.08) | \$ (104,650.00) | \$ (69,323.61) | \$ (120,120.00) | \$ (711,453.27) | \$ (1,135,151.96) |

REVENUE

LOCAL REVENUE

| | | | | | | |
|-------------------------------|----------------------|----------------------|---------------------|----------------------|----------------------|------------------------|
| Sale of Tire-Derived Products | \$ - | | | | \$ 462,000.00 | \$ 462,000.00 |
| Trailer Rental | \$ - | \$ 26,000.00 | | | \$ 70,000.00 | \$ 96,000.00 |
| District Fees on Tires | \$ 21,500.00 | \$ 38,000.00 | \$ 3,947.16 | | \$ 20,000.00 | \$ 83,447.16 |
| Interest | \$ 1,600.00 | \$ 650.00 | | | \$ - | \$ 2,250.00 |
| Miscellaneous Income | \$ 125.00 | \$ 4,500.00 | | | \$ 5,000.00 | \$ 9,625.00 |
| Processing Services | \$ - | | | | \$ 15,000.00 | \$ 15,000.00 |
| Transportation Services | \$ - | | | | \$ 40,000.00 | \$ 40,000.00 |
| SPECIAL REVENUE | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| UTP Reimbursements | \$ 674,000.00 | \$ 643,500.00 | \$ 38,079.36 | \$ 255,000.00 | \$ 900,000.00 | \$ 2,510,579.36 |
| TOTAL REVENUE | \$ 697,225.00 | \$ 686,650.00 | \$ 42,026.52 | \$ 255,000.00 | \$ 980,000.00 | \$ 2,660,901.52 |

EXPENSES

LABOR COSTS

| | | | | | | |
|------------------------------------|----------------------|----------------------|---------------------|----------------------|------------------------|------------------------|
| Wages | \$ 120,153.47 | \$ 78,500.00 | \$ 483.98 | \$ 21,320.00 | \$ 387,374.27 | \$ 607,831.72 |
| Personal Services Matching | \$ 27,376.61 | | | | \$ 12,000.00 | \$ 39,376.61 |
| OPERATING EXPENSES | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Mileage | \$ - | \$ 165,000.00 | | | \$ - | \$ 165,000.00 |
| Insurance | \$ 5,000.00 | \$ 28,000.00 | | | \$ 91,020.32 | \$ 124,020.32 |
| Rent (Property) | \$ - | \$ 12,000.00 | | | \$ 14,400.00 | \$ 26,400.00 |
| Utilities | \$ 2,400.00 | \$ 1,500.00 | | | \$ 80,000.00 | \$ 83,900.00 |
| Communications (Printing) | \$ 500.00 | \$ 300.00 | | | \$ 3,000.00 | \$ 3,800.00 |
| Office Expenses | \$ 300.00 | \$ - | \$ 163.16 | \$ - | \$ - | \$ 463.16 |
| Dues & Subscriptions | \$ - | | | | \$ 4,200.00 | \$ 4,200.00 |
| Licenses & Permits | \$ 50.00 | | | | \$ - | \$ 50.00 |
| Office Supplies | \$ - | \$ 750.00 | | | \$ - | \$ 750.00 |
| Processing & Disposal Fees | \$ 500,000.00 | \$ 505,250.00 | \$ 68,146.31 | \$ 353,800.00 | \$ 20,000.00 | \$ 1,447,196.31 |
| Advertising | \$ 150.00 | | | | \$ - | \$ 150.00 |
| Repairs/Maintenance | \$ 45,000.00 | | | | \$ 446,000.00 | \$ 491,000.00 |
| Debt Service | \$ - | | | | \$ 285,208.68 | \$ 285,208.68 |
| CONTRACTUAL EXPENSES | \$ - | \$ - | \$ 530.16 | \$ - | \$ - | \$ 530.16 |
| Capital Expenses | \$ - | | | | | \$ - |
| Fuel, Oil & Lubricants | \$ 43,700.00 | | | | | \$ 43,700.00 |
| Misc Operating Expense | \$ - | | | | | \$ - |
| Professional Services | \$ 1,500.00 | | | | | \$ 1,500.00 |
| Supplies-Durable (Small Equipment) | \$ 500.00 | | | | | \$ 500.00 |
| Supplies-Expendable | \$ 300.00 | | | | \$ 225,000.00 | \$ 225,300.00 |
| Tires | \$ 12,000.00 | | | | \$ 10,000.00 | \$ 22,000.00 |
| Toll Fees | \$ 800.00 | | | | | \$ 800.00 |
| Training/Travel | \$ - | | | | | \$ - |
| Transport | \$ - | | | | \$ 106,000.00 | \$ 106,000.00 |
| Uniforms/PPE | \$ 300.00 | | | | \$ 7,250.00 | \$ 7,550.00 |
| Rental / Lease - Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Equipment Rental | \$ - | | | | | \$ - |
| Trailer Lease/Rental | \$ 31,500.00 | | | | | \$ 31,500.00 |
| Truck Lease/Rental | \$ 35,300.00 | | | | | \$ 35,300.00 |
| TOTAL EXPENSES | \$ 826,830.08 | \$ 791,300.00 | \$ 69,323.61 | \$ 375,120.00 | \$ 1,691,453.27 | \$ 3,754,026.96 |

| Owner | Year | Manufacturer | Model | VIN/Serial # | Description | Date Purchased | Purchase Price | Amount Owed | % pd by DEQ |
|---------|------|-------------------|-------|-------------------|------------------------------|----------------|----------------|-------------|-------------|
| BCRSWMD | 1973 | Great Dane | 53' | 730T59033 | 53' Dry Van Trailer | 2/11/2011 | \$0.00 | \$0.00 | 0% |
| BCRSWMD | 1989 | FRUE | 48' | 1H2V04824KB027025 | 48' Dry Van Trailer | 4/6/2006 | \$0.00 | \$0.00 | 0% |
| BCRSWMD | 1989 | FRUE | | 1H5V04824KM058721 | 53' Dry Van Trailer | 4/6/2006 | \$0.00 | \$0.00 | 0% |
| BCRSWMD | 1991 | Wabash | 53' | 1JJV532Y7NL177721 | 53' Dry Van Trailer | 2/11/2011 | \$3,640.00 | \$0.00 | 100% |
| BCRSWMD | 1992 | Wabash | 53' | 1JJV532Y6NL177516 | 53' Dry van trailer | 2/11/2011 | \$3,640.00 | \$0.00 | 100% |
| BCRSWMD | 1993 | Stroughton | 53' | 1DW1A5320PS814668 | 53' Dry Van Trailer | 2/11/2011 | \$3,640.00 | \$0.00 | 100% |
| BCRSWMD | 1993 | Wabash | 53' | 1JJV532Y6PL185148 | 53' Dry van trailer | 2/11/2011 | \$3,640.00 | \$0.00 | 100% |
| BCRSWMD | 1994 | Fruehauf | 53' | 1H2V0532XRE043221 | 53' Dry Van Trailer | 2/11/2011 | \$3,640.00 | \$0.00 | 100% |
| BCRSWMD | 1994 | Wabash | 53' | 1JJV532Y4RL223883 | 53' Dry van trailer | 2/11/2011 | \$3,640.00 | \$0.00 | 100% |
| BCRSWMD | 1996 | Wabash | 53' | 1JJV532Y2TL353054 | 53' Dry van trailer | 2/11/2011 | \$3,640.00 | \$0.00 | 100% |
| BCRSWMD | 2000 | Wabash | 53' | 1JJV532W4YL650316 | 53' Dry Van Trailer | 9/30/2020 | \$6,080.00 | \$0.00 | 100% |
| BCRSWMD | 2000 | Wabash | 53' | 1JJV532W6YL650298 | 53' Dry Van Trailer | 9/30/2020 | \$6,040.00 | \$0.00 | 100% |
| BCRSWMD | 2001 | Lufkin | 53' | 1L01A532411149133 | 53' Dry Van Trailer | 09/30/2020 | \$5,940.00 | \$0.00 | 100% |
| BCRSWMD | 2015 | TNT Manufacturing | 61018 | 1T9AA0810FD526705 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2015 | TNT Manufacturing | 61018 | 1T9AA0811FD526700 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2015 | TNT Manufacturing | 61018 | 1T9AA0812FD526706 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2015 | TNT Manufacturing | 61018 | 1T9AA0813FD526701 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2015 | TNT Manufacturing | 61018 | 1T9AA0814FD526707 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2015 | TNT Manufacturing | 61018 | 1T9AA0816FD526692 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2015 | TNT Manufacturing | 61018 | 1T9AA0816FD526708 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2015 | TNT Manufacturing | 61018 | 1T9AA0817FD526698 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2015 | TNT Manufacturing | 61018 | 1T9AA0818FD526709 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2015 | TNT Manufacturing | 61018 | 1T9AA0819FD526699 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2015 | TNT Manufacturing | 61018 | 1T9AA0819FD526704 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2016 | TNT Manufacturing | 61018 | 1T9AA0811GD526780 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2016 | TNT Manufacturing | 61018 | 1T9AA0813GD526781 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2016 | TNT Manufacturing | 61018 | 1T9AA0815GD526779 | 18' enclosed utility trailer | | \$4,000.00 | \$0.00 | 100% |
| BCRSWMD | 2018 | TNT Manufacturing | 61018 | 1T9AA0811JD526916 | 18' enclosed utility trailer | | \$5,000.00 | \$0.00 | 100% |
| BCRSWMD | 2018 | TNT Manufacturing | 61018 | 1T9AA0814JD526912 | 18' enclosed utility trailer | | \$5,000.00 | \$0.00 | 100% |
| BCRSWMD | 2018 | TNT Manufacturing | 61018 | 1T9AA0816JD526913 | 18' enclosed utility trailer | | \$5,000.00 | \$0.00 | 100% |

| Owner | Year | Manufacturer | Model | VIN/Serial # | Description | Date Purchased | Purchase Price | Amount Owed | % pd by DEQ |
|---------|------|--------------------|-------|-------------------|------------------------------|----------------|----------------|-------------|-------------|
| BCRSWMD | 2018 | TNT Manufacturing | 61018 | 1T9AA0818JD526914 | 18' enclosed utility trailer | | \$5,000.00 | \$0.00 | 100% |
| BCRSWMD | 2018 | TNT Manufacturing | 61018 | 1T9AA081XJD526915 | 18' enclosed utility trailer | | \$5,000.00 | \$0.00 | 100% |
| BMRSWMD | 1983 | Budd trailer | | 1BK10V920DE206777 | Budd trailer | 06/16/2008 | \$3,650.00 | | |
| BMRSWMD | 1984 | Stick Trailer | | 1S12E9486ED262954 | Stick Trailer | 06/01/2001 | \$0.00 | | |
| BMRSWMD | 1986 | Lufkin trailer | | 1L01A4825G1072428 | Lufkin trailer | 06/25/2008 | \$3,650.00 | | |
| BMRSWMD | 1988 | Stoughton trailer | | 1DW1A4823JS589608 | Stoughton trailer | 06/16/2008 | \$3,650.00 | | |
| BMRSWMD | 1988 | Theuer trailer | | 1TA114826J2211608 | Theuer trailer | 06/14/2008 | \$3,650.00 | | |
| BMRSWMD | 1989 | Lufkin trailer | | 1L01A4825K1081882 | Lufkin trailer | 01/01/2001 | \$0.00 | | |
| BMRSWMD | 1989 | Theuer trailer | | 1TA114825KG213645 | Theuer trailer | 01/01/2001 | \$0.00 | | |
| BMRSWMD | 1989 | Theuer trailer | | 1TA114825KG214262 | Theuer trailer | 06/16/2008 | \$3,650.00 | | |
| BMRSWMD | 1989 | Theuer trailer | | ITA114826KG213458 | Theuer trailer | 01/01/2001 | \$0.00 | | |
| BMRSWMD | 1990 | Lufkin trailer | | 1L01A532XL1088938 | Lufkin trailer | 06/18/2008 | \$2,200.00 | | |
| BMRSWMD | 1990 | Miller trailer | | 1MLT14826LB316087 | Miller trailer | 07/14/2009 | \$1,500.00 | | |
| BMRSWMD | 1990 | Miller trailer | | 1MLT14826LB316154 | Miller trailer | 07/14/2009 | \$1,500.00 | | |
| BMRSWMD | 1991 | Great Dane trailer | | 1GRAA9621MB039002 | Great Dane trailer | 06/24/2008 | \$3,650.00 | | |
| BMRSWMD | 1992 | Great Dane trailer | | 1GRAA9628PB009614 | Great Dane trailer | 01/01/2001 | \$0.00 | | |
| BMRSWMD | 1992 | Great Dane trailer | | 1GRAA9629NB165125 | Great Dane trailer | 09/09/2008 | \$3,650.00 | | |
| BMRSWMD | 1993 | Great Dane trailer | | 1GRAA9623PB131118 | Great Dane trailer | 09/09/2008 | \$3,650.00 | | |
| BMRSWMD | 1993 | Great Dane trailer | | 1GRAA9628PB001058 | Great Dane trailer | 10/03/2000 | \$5,750.00 | | |
| BMRSWMD | 1993 | Great Dane trailer | | 1GRAA9629PB009508 | Great Dane trailer | 10/03/2000 | \$5,750.00 | | |
| BMRSWMD | 1993 | Great Dane trailer | | 1GRAA9629PB131110 | Great Dane trailer | 06/24/2008 | \$3,650.00 | | |
| BMRSWMD | 1993 | Pines trailer | | 1PNV482NXPGB74638 | Pines trailer | 09/09/2008 | \$3,650.00 | | |
| BMRSWMD | 1996 | Pines trailer | | 1PNV482N3TGB84860 | Pines trailer | 06/24/2008 | \$3,650.00 | | |
| BMRSWMD | 1998 | Fruehauf trailer | | 1JJV532F0WF472156 | Fruehauf trailer | 06/30/2009 | \$300.00 | | |
| BMRSWMD | 1999 | Fruehauf trailer | | 1JJV532F6XF559030 | Fruehauf trailer | 07/06/2010 | \$4,950.00 | | |
| BMRSWMD | 1999 | Fruehauf trailer | | 1JJV532F6XF559044 | Fruehauf trailer | 07/06/2010 | \$4,950.00 | | |
| BMRSWMD | 1999 | Fruehauf trailer | | 1JJV532F6XF559058 | Fruehauf trailer | 07/06/2010 | \$4,950.00 | | |
| BMRSWMD | 1999 | Fruehauf trailer | | 1JJV532F9XF559054 | Fruehauf trailer | 07/06/2010 | \$4,950.00 | | |
| BMRSWMD | 1999 | Great Dane trailer | | 1GRAA0620XB028010 | Great Dane trailer | 12/11/2013 | \$5,500.00 | | |
| BMRSWMD | 1999 | Great Dane trailer | | 1GRAA0621XB028016 | Great Dane trailer | 12/11/2013 | \$5,500.00 | | |

| Owner | Year | Manufacturer | Model | VIN/Serial # | Description | Date Purchased | Purchase Price | Amount Owed | % pd by DEQ |
|---------|------|----------------------------|-------|-------------------|----------------------------|----------------|----------------|-------------|-------------|
| BMRSWMD | 2000 | Dorsey trailer | | 1DTV11520YA283466 | Dorsey trailer | 11/17/2010 | \$5,675.00 | | |
| BMRSWMD | 2000 | Dorsey trailer | | 1DTV11528YA282212 | Dorsey trailer | 11/17/2010 | \$5,675.00 | | |
| BMRSWMD | 2000 | Dorsey trailer | | 1DTV1152XYA282213 | Dorsey trailer | 11/17/2010 | \$5,675.00 | | |
| BMRSWMD | 2000 | Trimline trailer | | 1PT01JAH2Y6001389 | Trimline trailer | 07/06/2010 | \$4,950.00 | | |
| BMRSWMD | 2001 | Great Dane trailer | | 1GRAA06211B007223 | Great Dane trailer | 08/14/2013 | \$6,600.00 | | |
| BMRSWMD | 2001 | Wabash Trailer | | 1JJV532W51L774682 | Wabash Trailer | 09/11/2015 | \$8,000.00 | | |
| BMRSWMD | 2001 | Wabash Trailer | | 1JJV532W81L747332 | Wabash Trailer | 09/11/2015 | \$8,000.00 | | |
| BMRSWMD | 2003 | Utility trailer | | 1UYVS25313P004487 | Utility trailer | 08/19/2014 | \$8,560.00 | | |
| BMRSWMD | 2003 | Utility trailer | | 1UYVS253X4P185736 | Utility trailer | 08/19/2014 | \$8,560.00 | | |
| BMRSWMD | 2004 | Great Dane trailer | | 1GRAA06284J604010 | Great Dane trailer | 08/19/2014 | \$8,560.00 | | |
| BMRSWMD | 2004 | Stoughton trailer | | 1DW1A53224S685330 | Stoughton trailer | 07/22/2015 | \$10,800.00 | | |
| BMRSWMD | 2005 | Great Dane trailer | | 1GRAA06225T513482 | Great Dane trailer | 09/16/2015 | \$12,100.00 | | |
| BMRSWMD | 2005 | Great Dane trailer | | 1GRAA06295J609895 | Great Dane trailer | 09/16/2015 | \$12,100.00 | | |
| BMRSWMD | 2005 | Stoughton trailer | | 1DW1A53205S787601 | Stoughton trailer | 07/22/2015 | \$11,800.00 | | |
| BMRSWMD | 2005 | Wabash Trailer | | 1JJV532W15L922462 | Wabash Trailer | 12/10/2013 | \$11,500.00 | | |
| BMRSWMD | 2006 | Mitsubishi Forklift FG25NQ | | AF17D04147 | Mitsubishi Forklift FG25NQ | 03/27/2013 | \$19,950.00 | | |
| BMRSWMD | 2006 | Wabash Trailer | | 1JJV532W55L946845 | Wabash Trailer | 06/08/2017 | \$9,500.00 | | |
| BMRSWMD | 2006 | Wabash Trailer | | 1JJV532W85L946841 | Wabash Trailer | 06/08/2017 | \$9,500.00 | | |
| BMRSWMD | 2007 | Vanguard Trailer | | 5V8VA53217M706715 | Vanguard Trailer | 09/16/2015 | \$10,500.00 | | |
| BMRSWMD | 2007 | Wabash Trailer | | 1JJV532W07L055350 | Wabash Trailer | 09/03/2019 | \$10,500.00 | | |
| BMRSWMD | 2007 | Wabash Trailer | | 1JJV532W27L055267 | Wabash Trailer | 09/03/2019 | \$10,500.00 | | |
| BMRSWMD | 2007 | Wabash Trailer | | 1JJV532W37L028014 | Wabash Trailer | 05/24/2017 | \$10,500.00 | | |
| BMRSWMD | 2007 | Wabash Trailer | | 1JJV532W57L055392 | Wabash Trailer | 09/03/2019 | \$10,500.00 | | |
| BMRSWMD | 2007 | Wabash Trailer | | 1JJV532W57L055456 | Wabash Trailer | 09/03/2019 | \$10,500.00 | | |
| BMRSWMD | 2007 | Wabash Trailer | | 1JJV532W67L027536 | Wabash Trailer | 09/16/2015 | \$11,500.00 | | |
| BMRSWMD | 2008 | Volvo truck | | 4V4MC9DF48N491526 | Volvo truck | 07/18/2008 | \$89,250.00 | | |
| BMRSWMD | 2009 | Vanguard Trailer | | 5V8VC53219M903557 | Vanguard Trailer | 09/13/2016 | \$13,000.00 | | |
| BMRSWMD | 2009 | Vanguard Trailer | | 5V8VC53239M903561 | Vanguard Trailer | 09/13/2016 | \$13,000.00 | | |
| BMRSWMD | 2013 | Kenworth semi tractor | | 1XKDDP9X3DJ357854 | Kenworth semi tractor | 07/09/2012 | \$100,287.00 | | |
| BMRSWMD | | Bluff Yard Ramp | | | Bluff Yard Ramp | 11/19/2014 | \$11,610.00 | | |

| Owner | Year | Manufacturer | Model | VIN/Serial # | Description | Date Purchased | Purchase Price | Amount Owed | % pd by DEQ |
|----------|------|-----------------------------|-------|--------------|---|----------------|----------------|-------------|-------------|
| BMRSWMD | | Equipment storage buildings | | | Equipment storage buildings | 07/06/2010 | \$8,951.62 | | |
| BMRSWMD | | Hoffman Tire Changer | | T60DJ006 | Hoffman Tire Changer | 05/06/2015 | \$7,537.11 | | |
| BMRSWMD | | Parking lot improvements | | | Parking lot improvements | 11/18/2010 | \$22,746.00 | | |
| BMRSWMD | | Polar cooling fan | | | Polar cooling fan | 06/03/2009 | \$2,720.00 | | |
| BMRSWMD | | Portable steel yard ramp | | | Portable steel yard ramp | 02/20/2013 | \$10,944.00 | | |
| BMRSWMD | | Tire Dock | | | Tire Dock | 03/01/2019 | \$59,000.00 | | |
| BMRSWMD | | Tire Program Facility | | | Tire Program Facility | 06/30/2008 | \$21,125.00 | | |
| BMRSWMD | | Walkie Talkie Radio's | | | Walkie Talkie Radio's | 06/27/2008 | \$1,576.80 | | |
| WRVRSWMD | | Action Vibratory Equipment | | | Mag-Sort wire cleaner | | | | |
| WRVRSWMD | | Eidal | 4872 | | "China" 300 HP shredder | | | | |
| WRVRSWMD | | Grizzly | M80 | | Granutech shredder | | | | |
| WRVRSWMD | | SSI | M120 | | 300 HP dual-shaft shredder | | | | |
| WRVRSWMD | | | | | 6' x 20' rotary disc screen classifier | | | | |
| WRVRSWMD | | | | | Multiple surge bins, cross belt and drum magnets, conveyors, and approximately 25 electric motors of varying HP | | | | |

2022 UTP1 Consolidated P

| | BCUTP 2022 | BMUTP 2022 | CCUTP 2022 | OMUTP 2022 | WRVUTP 2022 | UTP1 Combined |
|------------------------|-----------------|-----------------|----------------|----------------|-------------------|-------------------|
| Prior Period Carryover | \$ 19,205.00 | \$ - | \$ - | \$ - | \$ - | \$ 19,205.00 |
| Revenue | \$ 651,048.67 | \$ 783,153.88 | \$ 57,746.42 | \$ 54,570.54 | \$ 1,368,352.65 | \$ 2,914,872.16 |
| Expenses | \$ (706,857.53) | \$ (811,650.53) | \$ (87,197.17) | \$ (74,781.87) | \$ (1,734,290.74) | \$ (3,414,777.84) |
| Net Income | \$ (36,603.86) | \$ (28,496.65) | \$ (29,450.75) | \$ (20,211.33) | \$ (365,938.09) | \$ (480,700.68) |

REVENUE

| | BCUTP 2022 | BMUTP 2022 | CCUTP 2022 | OMUTP 2022 | WRVUTP 2022 | UTP1 Combined |
|-------------------------------|----------------------|----------------------|---------------------|---------------------|------------------------|------------------------|
| LOCAL REVENUE | | | | | | |
| District Fees on Tires | \$ 18,390.00 | \$ 63,937.00 | \$ 2,588.08 | \$ 775.00 | \$ 20,532.47 | \$ 106,222.55 |
| Interest | \$ 34.66 | \$ 611.81 | \$ - | \$ - | \$ - | \$ 646.47 |
| Miscellaneous Income | \$ 943.21 | \$ - | \$ - | \$ - | \$ 29.98 | \$ 973.19 |
| Processing Services | \$ - | \$ - | \$ - | \$ - | \$ 11,682.86 | \$ 11,682.86 |
| Sale of Recovered Recyclables | \$ - | \$ 1,050.00 | \$ - | \$ - | \$ 48,943.88 | \$ 49,993.88 |
| Sale of Tire-Derived Products | \$ - | \$ - | \$ - | \$ - | \$ 366,600.54 | \$ 366,600.54 |
| Service Fees | \$ - | \$ 779.57 | \$ - | \$ - | \$ - | \$ 779.57 |
| Trailer Rental | \$ - | \$ 30,900.00 | \$ - | \$ - | \$ 61,350.00 | \$ 92,250.00 |
| Transportation Services | \$ - | \$ - | \$ - | \$ - | \$ 39,890.00 | \$ 39,890.00 |
| SPECIAL REVENUE | | | | | | |
| UTP Reimbursements | \$ 631,680.80 | \$ 685,875.50 | \$ 55,158.34 | \$ 53,795.54 | \$ 819,322.92 | \$ 2,245,833.10 |
| TOTAL REVENUE | \$ 651,048.67 | \$ 783,153.88 | \$ 57,746.42 | \$ 54,570.54 | \$ 1,368,352.65 | \$ 2,914,872.16 |

EXPENSES

| | BCUTP 2022 | BMUTP 2022 | CCUTP 2022 | OMUTP 2022 | WRVUTP 2022 | UTP1 Combined |
|------------------------------------|----------------------|----------------------|---------------------|---------------------|------------------------|------------------------|
| LABOR COSTS | | | | | | |
| Wages | \$ 115,432.21 | \$ 16,876.23 | \$ 6,836.80 | \$ - | \$ 363,559.69 | \$ 502,704.93 |
| Personal Services Matching | \$ 34,831.16 | \$ 225,043.33 | \$ 1,123.24 | \$ - | \$ 12,084.50 | \$ 273,082.23 |
| OPERATING EXPENSES | | | | | | |
| Mileage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ 1,862.24 | \$ 6,847.62 | \$ - | \$ - | \$ 24,404.88 | \$ 33,114.74 |
| Rent (Property) | \$ - | \$ 12,000.00 | \$ - | \$ - | \$ - | \$ 12,000.00 |
| Utilities | \$ 1,470.60 | \$ 1,601.61 | \$ - | \$ - | \$ 72,806.27 | \$ 75,878.48 |
| Communications (Printing) | \$ 408.05 | \$ - | \$ - | \$ - | \$ - | \$ 408.05 |
| Office Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Dues & Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ 200.00 | \$ 200.00 |
| Licenses & Permits | \$ 110.00 | \$ 300.00 | \$ - | \$ - | \$ 2,954.44 | \$ 3,364.44 |
| Office Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Advertising | \$ 15.01 | \$ - | \$ - | \$ - | \$ 88.56 | \$ 103.57 |
| CONTRACTUAL EXPENSES | | | | | | |
| Capital Expenses | \$ 257.21 | \$ - | \$ 72,344.93 | \$ - | \$ - | \$ 72,344.93 |
| Debt Service | \$ - | \$ - | \$ - | \$ - | \$ 43,308.67 | \$ 43,308.67 |
| Principal | \$ 8,000.00 | \$ - | \$ - | \$ - | \$ 241,900.01 | \$ 249,900.01 |
| Interest | \$ - | \$ - | \$ - | \$ - | \$ 31,299.66 | \$ 31,299.66 |
| Fuel, Oil & Lubricants | \$ 47,432.23 | \$ 45,401.20 | \$ 6,892.20 | \$ - | \$ 24,715.60 | \$ 124,441.23 |
| Misc Operating Expense | \$ - | \$ - | \$ - | \$ - | \$ 4,184.11 | \$ 4,184.11 |
| Professional Services | \$ 5,470.85 | \$ 117,158.61 | \$ - | \$ - | \$ 1,727.25 | \$ 124,356.71 |
| Repairs/Maintenance | \$ 5,149.38 | \$ 31,731.78 | \$ - | \$ - | \$ 734,881.06 | \$ 771,762.22 |
| Supplies-Durable (Small Equipment) | \$ 291.23 | \$ 579.36 | \$ - | \$ - | \$ 892.70 | \$ 1,763.29 |
| Supplies-Expendable | \$ 19.70 | \$ - | \$ - | \$ - | \$ - | \$ 19.70 |
| Processing & Disposal Fees | \$ 289,394.03 | \$ 341,458.22 | \$ - | \$ 74,781.87 | \$ 54,938.77 | \$ 760,572.89 |
| Tires | \$ 5,243.15 | \$ 12,140.38 | \$ - | \$ - | \$ - | \$ 17,383.53 |
| Toll Fees | \$ 513.05 | \$ - | \$ - | \$ - | \$ - | \$ 513.05 |
| Training/Travel | \$ - | \$ 64.40 | \$ - | \$ - | \$ 633.89 | \$ 698.29 |
| Transport | \$ - | \$ - | \$ - | \$ - | \$ 79,275.23 | \$ 79,275.23 |
| Uniforms/PPE | \$ 121.55 | \$ 447.79 | \$ - | \$ - | \$ 6,728.65 | \$ 7,297.99 |
| Rental / Lease - Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Equipment Rental | \$ - | \$ - | \$ - | \$ - | \$ 33,706.80 | \$ 33,706.80 |
| Trailer Lease/Rental | \$ 119,246.88 | \$ - | \$ - | \$ - | \$ - | \$ 119,246.88 |
| Truck Lease/Rental | \$ 71,589.00 | \$ - | \$ - | \$ - | \$ - | \$ 71,589.00 |
| TOTAL EXPENSES | \$ 706,857.53 | \$ 811,650.53 | \$ 87,197.17 | \$ 74,781.87 | \$ 1,734,290.74 | \$ 3,414,777.84 |

Waste Tire Hauling Agreement

This is a non-exclusive Agreement entered into this 15th day of January 2021, with an effective date of January 16, 2021, by and between Paul W. Duvall, 5140 SR326, Russellville, AR 72802 (hereinafter called "Contractor") and the West River Valley Regional Solid Waste Management District (hereinafter called "Districts") to participate in the operation of an Inter-district Waste Tire Management Program.

1. Contractor agrees to take delivery of waste tires throughout the Districts. The Districts will determine the number and location of the waste tire collection sites. Waste tires received at the collection sites will be loaded onto trailers provided by the Districts. Contractor agrees to locate or remove a trailer from designated collection site within two working days after notice thereof.
2. Contractor agrees to operate the program in full compliance with the applicable Arkansas Statutes and Waste Tire Program Regulation No. 14, promulgated by the Arkansas Department of Environmental Quality (ADEQ), as in effect as of the date of this Agreement and as hereafter amended, and such other rules, regulations and pronouncements if ADEQ as may affect delivery, recycling and processing of waste tires in the State of Arkansas. Included with this agreement will be a copy of Regulation No. 14 for the contractor.
3. The term of this Agreement shall be from January 16, 2021, through June 16, 2021, but may be extended by mutual agreement of the parties.
4. Contractor agrees the rate to haul will be \$2.20 per mile, charged per mile traveled to and from Greensource Waste Tire Processing Facility located at 24087 Highway 164, Clarksville Arkansas and Waste Tire Drop Off locations throughout the District: with the exception of hauls from the Carrol County drop-off center. Hauls from the Carrol County drop-off center will be \$440.00 per round trip. In the event the price of diesel fuel reaches \$3.00 or more, according to the U.S. Energy Information Administration Gulf Coast Rate for On Highway Diesel Fuel Prices, a fuel surcharge of 6% will be added to the rate, with the fuel surcharge increasing at \$0.01 per mile per \$0.05 increase of fuel over \$3.00 per gallon.
5. Contractor agrees to assist the Districts with the cleanup of waste tire dumps. The Districts will select and determine the priority order for dumpsite cleanup. The Contractor will locate a trailer at the selected site and accept delivery of waste automobile/ light truck or truck tires. The waste generator of the private property owner of the dumpsite will load the tires onto the trailer under supervision of the Districts.
6. It is specifically contemplated in this Agreement that the Contractor will deliver the tires to be recycled. Waste tires will not be used for any other purpose without the written consent of the Districts.

7. Contractor shall provide Districts with an invoice weekly showing the name and address of the waste tire generator or waste tire dump site and the miles traveled. Contractor shall submit by the Monday of the following week a statement with attached invoices for payment by the Districts to the Contractor. Districts shall have ten (10) days in which to review the statements and shall pay any undisputed amounts no later than the next business day following the ten (10) day review period described.
8. It shall be the responsibility of the Contractor to deliver with each load of waste tires a proper manifest received from the waste tire generator, detailing the number of waste tires on the load.
9. Contractor will provide Districts access to all contracts or records for the purpose of monitoring performance and/or conducting compliance and financial audits. Contractor shall make records available during normal business hours.
10. Districts may terminate this Agreement if:
 - a. Contractor does not perform any portion of the Contractor's responsibilities as described in this Agreement;
 - b. Contractor makes a general assignment or general arrangement for the benefit of creditors;
 - c. If a petition for adjudication of bankruptcy or reorganization or rearrangement is filed by or against the Contractor and is not dismissed within thirty (30) days; or
 - d. Contractor ceases operation or is otherwise in violation of the terms of this Agreement.
11. All payments made by the Districts herein shall come exclusively from the Solid Waste Tire Grant Fund. There is no liability for payment from other funds and resources of the Districts. If grant funds are depleted prior to the end of the term of this Agreement, Districts shall have the right to declare the Arrangement terminated with no further liability to the Districts, their individual counties and municipalities.
12. Contractor shall comply with all federal, state and local laws, regulations and ordinances, and shall obtain and maintain in full force and effect all permits necessary or required to conduct the operations required in this Agreement.
13. Contractor agrees to operate clean, well-maintained equipment. Any spills caused by accidents or other incidents will be the sole responsibility (and cost) of the Contractor and will be cleaned up immediately by the Contractor according to all applicable laws or governmental regulations.
14. Throughout the term of this agreement or any extension thereof, Contractor shall keep in full force and effect:

- a. Workers Compensation Insurance that meets state limits
- b. Comprehensive Public Liability Insurance covering bodily injury and physical property damage of at least \$1,000,000.00 insuring Contractor and Districts against liability arising out of or resulting from Contractor's actions in performance of its obligations under the terms of this Agreement.
- c. Comprehensive Automobile Liability Insurance.
- d. Financial assurance in at form acceptable to the Districts in the amount of \$1,000,000.00
- e. Physical Damage Insurance for equipment not owned by Contractor in the amount of \$5,000.00 Such policy shall name West River Valley Regional Solid Waste Management District as additionally insured/loss payee.

The Contractor shall deliver to the Districts Waste Tire Administrator certificates of insurance satisfactory to the Districts evidencing the existence of all insurance that is required to be maintained by Contractor. Such insurance policy shall provide that it will not be canceled or modified except after thirty (30) days written notice to the Districts. Delivery of the insurance certificate shall be made promptly after execution of this Agreement and within thirty (30) days prior to the expiration of the current policy.

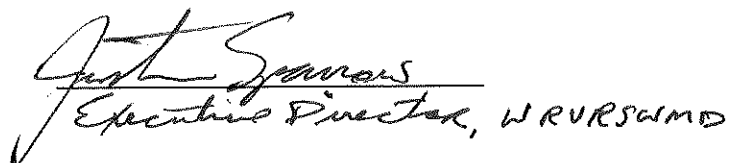
15. Contractor will indemnify, defend, and hold harmless the Districts, their Board members, Officers or Agents, from and all claims of any nature arising directly or indirectly from Contractors operations or performance of this Agreement.
16. This Agreement and the rights and obligation of the parties hereto shall be governed by the State of Arkansas. The parties agree that any legal action or proceedings arising out of or in connection with this Agreement shall be brought in Circuit Court of Johnson County, Arkansas. The rights, powers and remedies given to the Districts by this Agreement shall be cumulative and in addition to all rights, powers and remedies given to the Districts by virtue of any statute or rule of law.
17. Contractor may not assign any rights, duties or obligations under or arising from this Agreement without prior written consent of the Districts.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

Paul W. Duvall



West River Valley Regional SWMD



BID FOR TIRE HAULING FOR GREEN SOURCE

MY BID TO HAUL WASTE TIRES WOULD BE \$2.20 PER MILE TO AND FROM GREEN SOURCE WITH THE EXCEPTION OF CARROL COUNTY WHICH IS \$440 PER TRIP. IN THE EVENT THE PRICE OF DIESEL FUEL REACHES \$3.00 OR MORE, ACCORDING TO THE U.S. ENERGY INFORMATION ADMINISTRATION GULF COAST RATE FOR ON HIGHWAY DIESEL FUEL PRICES, A FUEL SURCHARGE OF 6% WILL BE ADDED TO THE RATE, WITH THE FUEL SURCHARGE INCREASING AT \$0.01 PER MILE PER \$0.05 INCREASE OF FUEL OVER \$3.00 PER GALLON.

Paul W. Duvall

Addendum to Existing Contract

This document is in reference to the contract agreement dated January 15, 2021, between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/ or additions that are outlined below. These additions shall be made valid as they are included in the original stated contract.

Stated Contract for: Per Haul fee for drop off and pick up of waste tire trailers in Carroll County, Arkansas to increase from \$440.00 per round trip haul to \$600. 00 per round trip haul.

Signature Justin Sparrow
West River Valley RSWMD

Print Name Justin Sparrow Date May 16th, 2022

Signature Paul W. Duvall

Print Name Paul W. Duvall Date 5/16/22

WEST RIVER VALLEY TIRE TRAILER AGREEMENT

PRIVATE GENERATORS:

This agreement is entered into on this date, **September 7th, 2023**, between

West River Valley RSWMD – Tire Recycling Program
& Green Source Recycling
24087 Hwy. 164
Clarksville, AR 72830

Physical Trailer Location Address:

___ Greenwood Tire and Alignment, Inc. ___ Phone: ___ 479-996-7510 ___

___ Attn: Chris Lamberson ___ Fax: ___

___ 803 W. Denver Street, Greenwood, AR 72936 ___ Email: ___ CLamberson@yahoo.com ___

Waste Tire Number: ___ 75960947 ___ WST

For the monthly use of a 53' West River Valley RSWMD waste tire trailer for the purpose of disposing of waste tires generated in the course of Lessee's day-to-day business.

TERMS

This rental agreement shall be effective on the date above and may be terminated at any time by either party by giving 30-days written notice via email or certified mail. If no such notice is given, this agreement shall renew annually on the anniversary date.

FEES

Lessee agrees to pay Lessor **\$225 monthly** for the use of the tire trailer. The first rental payment shall be due on the date of this agreement, with successive rental payments due the ___10th___ day of each month thereafter. Lessee will have a 15-day grace period to remit rental payment. If rental payment is more than 15 days late, Lessor may consider the agreement cancelled and order the trailer retrieved from Lessee's premises.

TRAILER DELIVERY AND PICK UPS

West River Valley shall deliver the trailer to Lessee's property in good working condition and fit for its purpose as a waste tire collection trailer. Lessee agrees to notify West River Valley when the trailer is full so that it may be picked up and an empty trailer delivered in its place, via phone, or by calling **479-754-7475**.

Lessee agrees to pay Lessor **\$250 per haul** of the tire trailer. Lessee will be billed per haul immediately after the trailer arrives to the West River Valley RSWMD property. Lessee will have a 15-day grace period to remit hauling payment. If hauling payment is more than 15 days late, Lessor may consider the agreement cancelled and order the trailer retrieved from Lessee's premises. In addition, trailers received without proper documentation, i.e. manifests, or without appropriate fees paid, will be billed accordingly.

USE OF TRAILER

Lessee agrees to use the trailer in a good and careful manner and will comply with any and all applicable laws whether local, state, or federal.

Lessee agrees to use trailer for the purpose for which it is designed and intended in this agreement and not for any other purpose.

Lessee will not alter, modify, or attach anything to the trailer.

Lessee agrees that trailer is not to be moved by anyone other than Lessor's authorized Contractor, West River Valley Solid Waste District or an authorized employee or contractor thereof.

In addition, Lessee agrees to the following:

- (1) To properly declare on a manifest form all tires that are placed in the trailer;
- (2) To only allow waste tires that are generated in the course of Lessee's day-to-day business to be placed in the trailer;
- (3) To ensure that all tires placed in the trailer are off-the-rim and free of dirt, mud, rocks or other debris;
- (4) To stack tires properly in the trailer so as to maximize load efficiency;
- (5) To place no more weight than the equivalent of 90 truck tires in the trailer at any time, and to ensure that trailer is never overfilled;
- (6) To call West River Valley for trailer pick-up when full;
- (7) To ensure free access to the trailer at all times for pickup/delivery by West River Valley or an authorized employee or contractor thereof;
- (8) To inform Lessor immediately in the event of problems with the trailer or damage that occurs to the trailer; and,
- (9) To remit monthly any and all fees due to the Lessor for the processing of non-fee paid tires along with the agreed-upon trailer rental.

REPAIRS

Lessee will inform Lessor or their authorized contractor, West River Valley, of any deficiencies or repairs that are needed. Lessor shall be responsible for any and all maintenance and repairs that result from normal use and wear-and-tear on the trailer.

LOSS AND DAMAGE

In the event that the trailer is damaged or destroyed as a result of misuse, vandalism, or the careless action of Lessee or any employee of Lessee's company, Lessee shall be responsible for the cost of needed repairs. In the event that said damage results in total loss of the trailer, Lessee shall be liable for a replacement cost of \$4,900.00 payable to Lessor within 30 days of said loss. (Damage will be considered a "total loss" if trailer is rendered irreparable or if the cost to repair is greater than the market value of the trailer.)

If damage or loss occurs as the result of inclement weather, earthquake, or other such catastrophe or natural disaster beyond the control of either party to prevent, Lessee shall not be liable for the loss.

INSURANCE

Lessee agrees to maintain liability insurance for Lessee's premises and to ensure that this insurance covers any public liability that might result while trailer is on said premises. Lessor shall be held harmless for any injury or damage that occurs while trailer is on Lessee's premises.

Both Lessor and Lessee have read and agree to fulfil the terms of this rental agreement. Signed this

7th day of September, 2023.

LESSEE:

Billing Address:

LESSOR:

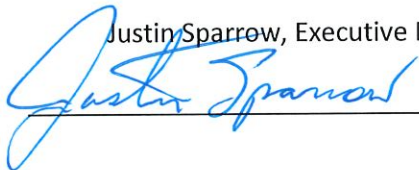
___ Greenwood Tire and Alignment, Inc. ___
___ Chris Lamberson ___
___ P.O. Box 2374, Greenwood, AR 72936 ___

**West River Valley RSWMD
Tire Management Program
24087 Hwy. 164
Clarksville, AR 72830**

Sign: A _____

Print: _____

Date: _____

Justin Sparrow, Executive Director


Office Use Only:

Date of Trailer Placement: _____

Re: Current Pricing



Michelle Murphy <Michelle@jordandisposal.com>
To: Matthew Partain

 If there are problems with how this message is displayed, click here to view it in a web browser.

Start your reply all with:  Feedback

The rate for Boston Mountain tire disposal is \$125.00 per ton.

Thanks,

Michelle Murphy

General Manager

Jordan Disposal LLC

T: 417-624-4469

Yellow Iron & Truck Repair LLC

T: 620-210-1599

Cell Phone: 620-210-1999

michelle@jordandisposal.com | www.jordandisposal.com



EcoShred Pricing

Drop SEMI @ EcoShred in Springfield, MO - \$800 per trailer

Use Prime Inc. for transportation of SEMI's to EcoShred – \$1286.87 per trailer

Drop Passenger @ EcoShred - \$800 per trailer

Use Prime Inc. for transportation of passenger to EcoShred - \$1284.13

No OTR's accepted at EcoShred

Passengers are intermittent at best. They will not take them without notification.



ECOSHRED
 2740 N. Mayfair Ave.
 Springfield, MO 65803
 (417) 799-8932

QUOTE

120



QT120

Order Date
 10/13/22

Terms
 Net 30

Rep HOU

Ship-To

Boston Mountain Solid Waste
 11398 S Bond Rd
 PO Box 228
 Prairie Grove, AR 72753

Bill-To

Boston Mountain Solid Waste
 11398 S Bond Rd
 PO Box 228
 Prairie Grove, AR 72753

| Item # | Product | UOM | Unit Price | Quantity | Total |
|--------|--------------------|-----|------------|--------------------|---------------|
| DROP | DROP TRUCK TIRE EA | EA | 800.00000 | 1.00 | 800.00 |
| | | | | Subtotal | 800.00 |
| | | | | Tax | 0.00 |
| | | | | Grand Total | 800.00 |

Print Date 10/09/23



ECOSHRED
 2740 N. Mayfair Ave.
 Springfield, MO 65803
 (417) 799-8932

QUOTE

107



QT107

Order Date
 09/23/22

Terms
 Net 30

Rep HOU

Ship-To

Boston Mountain Solid Waste
 11398 S Bond Rd
 PO Box 228
 Prairie Grove, AR 72753

Bill-To

Boston Mountain Solid Waste
 11398 S Bond Rd
 PO Box 228
 Prairie Grove, AR 72753

| Item # | Product | UOM | Unit Price | Quantity | Total |
|----------|----------------|-----|------------|--------------------|----------------|
| FSC | FUEL SURCHARGE | EA | 0.82290 | 163.00 | 134.13 |
| DROP CAR | DROP CAR | EA | 800.00000 | 1.00 | 800.00 |
| FREIGHT | FREIGHT | EA | 350.00000 | 1.00 | 350.00 |
| | | | | Subtotal | 1284.13 |
| | | | | Tax | 0.00 |
| | | | | Grand Total | 1284.13 |

Print Date 10/09/23



ECOSHRED
 2740 N. Mayfair Ave.
 Springfield, MO 65803
 (417) 799-8932

QUOTE

108



QT108

Order Date

09/23/22

Terms

Net 30

Rep HOU

Ship-To

Boston Mountain Solid Waste
 11398 S Bond Rd
 PO Box 228
 Prairie Grove, AR 72753

Bill-To

Boston Mountain Solid Waste
 11398 S Bond Rd
 PO Box 228
 Prairie Grove, AR 72753

| Item # | Product | UOM | Unit Price | Quantity | Total |
|---------|--------------------|-----|------------|--------------------|----------------|
| FSC | FUEL SURCHARGE | EA | 0.83971 | 163.00 | 136.87 |
| DROP | DROP TRUCK TIRE EA | EA | 800.00000 | 1.00 | 800.00 |
| FREIGHT | FREIGHT | EA | 350.00000 | 1.00 | 350.00 |
| | | | | Subtotal | 1286.87 |
| | | | | Tax | 0.00 |
| | | | | Grand Total | 1286.87 |

Print Date 10/09/23



ECOSHRED
 2740 N. Mayfair Ave.
 Springfield, MO 65803
 (417) 799-8932

QUOTE

121



QT121

Order Date

10/13/22

Terms

Net 30

Rep HOU

Ship-To

Boston Mountain Solid Waste
 11398 S Bond Rd
 PO Box 228
 Prairie Grove, AR 72753

Bill-To

Boston Mountain Solid Waste
 11398 S Bond Rd
 PO Box 228
 Prairie Grove, AR 72753

| Item # | Product | UOM | Unit Price | Quantity | Total |
|----------|----------|-----|------------|--------------------|---------------|
| DROP CAR | DROP CAR | EA | 800.00000 | 1.00 | 800.00 |
| | | | | Subtotal | 800.00 |
| | | | | Tax | 0.00 |
| | | | | Grand Total | 800.00 |

Print Date 10/09/23

Re: Tires



Gary Champlin <ctri@nckkn.com>
To: Matthew Partain

You replied to this message on 3/8/2023 1:36 PM.



Reply

Reply All

Forward



Wed 3/8/2023 12:45 PM

Matt,

Thank you for getting back with me, April first our per ton price will be \$130.00 per ton this will include all tire including OTR at our Weir Ks. Facility. Hopefully we will be able to look at a longer term agreement at some point.

Gary

**Not applicable
to UTP1.**

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intentionally
blank.**

Business Plan (TAP-12)

version 1.7

(Submission #: HPV-Q0X7-6Z4CN, version 3)

Details

Submitted 10/19/2023 (85 days ago) by Leslie Kay Morris

Alt ID UTP-2-Northeast Arkansas Tire Program

Submission ID HPV-Q0X7-6Z4CN

Status Submitted

Form Input

Used Tire Program Overview

Reporting Year

2023

Used Tire Program Identification Number

UTP-2

Used Tire Program (UTP) Name

Northeast Arkansas Tire Program

Used Tire Program Processing Facility Address

Address

300 Spring Street, Suite 200

1800 E. 14th Street (Processing)

LITTLE ROCK, AR 72202

List of Permits Issued to UTP

| Permit Type | Permit Number | Permit Expiration Date | Permittee |
|--------------------------------|---------------|------------------------|-----------|
| TPF - Tire Processing Facility | 0000000 | 6/28/2023 | N/A |

Square Mileage Served by the Used Tire Program (UTP)

18,280

Population based on most Recent Federal Census

1,353,499

Used Tire Program Board Members

| Title | First and Last Name | Phone Number | Email | Mailing Address |
|----------|---------------------|--------------|---------------------------------|---|
| Director | Craig Douglass | 501-580-1608 | craig@regionalrecycling.org | 300 Spring Street, Suite 200 Little Rock, AR 72201 |
| Mayor | Charles Snapp | 870-886-6638 | cityhall@cityofwalnutridge.com | 300 Main Street, Walnut Ridge, AR 72476 |
| Mayor | Rick Womack | 870-349-5313 | rickwomack@mytuckerman.com | 200 W. Main Street P.O. Box 1117, Tuckerman, AR 72473 |
| Mayor | Greg Hamby | 870-297-3772 | greg.hamby@cityofcalicorock.org | 265 E. 2nd Street, P. O. Box 370, Calico Rock, AR 72519 |

| Title | First and Last Name | Phone Number | Email | Mailing Address |
|-------|---------------------|--------------|---------------------------------------|--|
| Mayor | Randall Homsley | 501-742-3678 | higginsoncity@gmail.com | 15 Walker Road, P. O. Box 198, Higginson, AR 72068 |
| Judge | Woody Wheeless | 870-739-3200 | judgewheelless@crittco.com | 100 Court Square, Marion, AR 72364 |
| Judge | Allen Dodson | 501-450-4900 | allen.dodson@faulknercountyar.gov | 801 Locust Avenue, Conway, AR 72034 |
| Judge | Eric Smith | 870-368-4328 | countyjudge@izardcountyar.org | P. O. Box 327, Melbourne, AR 72556 |
| Judge | John Nelson | 870-763-0150 | countyjudge@mississippicountyar.org | 822 W. Plantation Road, Burdette, AR 72321 |
| Judge | Barry Hyde | 501-340-8305 | bhyde@pulaskicounty.net | 201 S. Broadway, Ste. 400, Little Rock, AR 72201 |
| Judge | Stacey Avey | 870-269-3351 | sc_judge@yelcot.net | 107 W. Main Street, Suite C, Mountain View, AR 72560 |
| Judge | Michael John Gray | 870-347-5206 | michaeljohn.gray@woodruffcountyar.org | P. O. Box 300, Augusta, AR 72006 |

Attach Inter-District Agreement

[Resolution2023-01Signed.pdf - 06/28/2023 05:05 PM](#)

[Resolution2023-02.pdf - 09/07/2023 10:14 AM](#)

Comment

NONE PROVIDED

Do you have an approved Solid Waste Management Plan filed with DEQ

Yes

Current Calendar Year Operations

Used Tire Program Equipment List

| Year | Equipment | Manufacturer | Make | Model | Serial Number | Cost/Value | Amount Owed | Percentage DEQ PAID |
|------|-------------------------------|---|--------|-------|----------------|----------------|-------------|---------------------|
| 2003 | Tire Shredder | Columbus McKinnon | NA | NA | TS3128 | 300,000.00 | 0 | 89 |
| 2006 | Liberator | Columbus McKinnon | NA | NA | LBR4R05006 | 284,053.00 | 0 | 71 |
| 2010 | Tire Shredder | Columbus McKinnon | NA | NA | TS1012BR | 200,000.00 | 0 | 100 |
| 2011 | Forklift | Wiese | NA | NA | NA | 29,414.15 | 0 | 100 |
| 2012 | Tire Shredder | Innovative Distribution & Manufacturing | NA | NA | R-113-H2-12-01 | 261,360.00 | 0 | 72 |
| 2014 | Magnetic Separator | ERIEZ Manufacturing Co. | NA | NA | NA | 48,403.96 | 0 | 100 |
| 2014 | Screeener | Granutech Saturn Systems | Rotex | NA | NA | 96,600.00 | 0 | 100 |
| 2014 | Infeed Shystem with Conveyors | Granutech Satrun Systems | Amadus | NA | NA | 78,960.00 | 0 | 100 |
| | | | | | | Sum: 1,298,791 | Sum: 0 | |

Contract Obligations

| Contract Name | Length of Contract (Years) | Dollar Amount of Contract |
|-----------------------|----------------------------|---------------------------|
| Davis Rubber Contract | 5 | 0000 |

Attach Actual Contracts

[District2DavisContract.pdf - 06/30/2023 04:10 PM](#)

Comment

NONE PROVIDED

Disposition of Tires and Tire Residuals Collected and Processed

| Type of Disposition | Shipped To Facility Name | City and State | Amount in Tons | Percentage |
|-------------------------------|--------------------------|----------------------|----------------|-------------|
| TDF End User: Pulp & Paper | Domtar | Ashdown, Arkansas | 3,380.88 | 13.54 |
| Solid Waste Disposal Facility | LRS | Mayflower, Arkansas | 16,209.78 | 64.91 |
| Electric Arc Furnace | NuCore | Memphis, Tennessee | 535.97 | 2.15 |
| Playground Fall Zone Cover | NA | NA | 468.00 | 1.87 |
| Rubber Mulch | NA | NA | 150.5 | 0.60 |
| Other: Used Tires | NA | NA | 94.0 | 0.38 |
| TDF End User: Pulp & Paper | Evergreen Packaging | Pine Bluff, Arkansas | 2,140.64 | 8.57 |
| Other: Power Plant | Oklahoma Gas & Electric | Panama, Oklahoma | 1,617.02 | 6.48 |
| Electric Arc Furnace | Gerdau | Ft. Smith, Arkansas | 88.34 | 0.35 |
| Solid Waste Disposal Facility | Cannon Landfill | Whitehall, Arkansas | 288.00 | 1.15 |
| | | | Sum: 24,973 | Sum: 100.00 |

Administration Time Detail (Current Calendar Year)

| Category | Coordinator | Administrator 1 | Administrator 2 |
|-----------|-------------|-----------------|-----------------|
| % of Time | 70.00 | 20.00 | 0.00 |

Administration Cost Detail (UTP Salaries and Benefits)

| Category | Coordinator | Administrator 1 | Administrator 2 | Current Total for Calendar Year | Projected Total for Calendar Year |
|----------------------------------|-------------|-----------------|-----------------|---------------------------------|-----------------------------------|
| Salary | 65520 | 27336 | 0 | 92,856 | 92,856 |
| Total Salary | 0 | 0 | 0 | 0 | 0 |
| Taxes | 0 | 0 | 0 | 0 | 0 |
| Retirement | 0 | 0 | 0 | 0 | 0 |
| Insurance | 728 | 312 | 0 | 1,040 | 1,040 |
| Personal Services Matching Total | 0 | 0 | 0 | 0 | 0 |
| Grand Total | 0 | 0 | 0 | 0 | 0 |
| Expenses Total | 0 | 0 | 0 | 0 | 0 |
| Salary and Expense Total | 0 | 0 | 0 | 0 | 0 |
| | | | | Sum: 93,896 | Sum: 93,896 |

Attach Profit and Loss Statement

[2022 YTD Tire P & L.pdf - 06/28/2023 05:10 PM](#)

[Year 2022 Tire Program Info for Craighead County Tire Accountability Program.pdf - 09/07/2023 08:25 AM](#)

[P & L 2022 WHITE RIVER UTP.pdf - 09/07/2023 10:16 AM](#)

[DAVIS RUBBER COMPANY 2021 Tax Return P1.pdf - 09/29/2023 07:36 AM](#)

[DAVIS RUBBER COMPANY 2022 Tax Return P1.pdf - 09/29/2023 07:36 AM](#)

[Preliminary Income Stmt - Condensed 7.31.2023.pdf - 09/29/2023 07:37 AM](#)

Comment

NONE PROVIDED

Access-Controlled Collection Centers

| Collection Center | Address | Hours | Cost |
|-----------------------------------|---|-------|------|
| Clay County Road Department | 2643 Heritage Park Road, Piggot, AR 72454 | 8 | 200 |
| Crittenden County Road Department | 2349 HWY 64 W, Marion, AR 72364 | 8 | 200 |

| Collection Center | Address | Hours | Cost |
|--------------------------------------|---|-------|------|
| Cross County Road Department | 1730 AR-193, Wynne, AR 72396 | 8 | 200 |
| Conway City Landfill | 4550 HWY 64 W., Conway, AR 72033 | 8 | 200 |
| Northeast Arkansas Regional Landfill | 1810 Greene - 890 Road, Paragould, AR 72451 | 8 | 200 |
| K&A Tires and More | 628 E. Page Avenue, Malvern, AR 72104 | 8 | 200 |
| Lawrence County Road Department | 1776 HWY 67, Hoxie, AR 72433 | 8 | 200 |
| Lee County Road Department | 529 HWY 243, Marianna, AR 72360 | 8 | 200 |
| Lonoke Tire & Lube | 808 N. Center Street, Lonoke, AR 72086 | 8 | 200 |
| Monroe | (case-by case retailer notifications) | 8 | 200 |
| Mississippi County Landfill | 1695 E. County Road 506, Luxora, AR 72358 | 8 | 200 |
| Poinsett County Landfill | 704 N. East Street, Harrisburg, AR 72403 | 8 | 200 |
| Harvey's Garage | 1905 Main Street, Des Arc, AR 72086 | 8 | 200 |
| Davis Rubber Company | 1800 E. 14th Street, Little Rock, AR 72202 | 8 | 200 |
| Randolph County Transfer Station | 145 Landfill Road, Pocahontas, AR 72455 | 8 | 200 |
| Republic Landfill | 18511 W. Sardis Road, Benton, AR 72011 | 8 | 200 |
| NEARCO | 604 MLK Drive, Madison, AR 72359 | 8 | 200 |
| Cleburne County Transfer Station | 154 Libby Road, Heber Springs, AR 72543 | 8 | 200 |
| Legacy Landfill | 238 CR Road 476, Jonesboro, AR 72404 | 8 | 200 |
| Main Street Tire & Auto | 21 Main N. Main Street, Salem, AR 72576 | 8 | 200 |
| Kent's Firestone | 1316 E. Main Street, Batesville, AR 72501 | 8 | 200 |
| Izard County Yard | 9 Timber Lane, Melbourne, AR 72556 | 8 | 200 |
| Newport City Yard | 420 Morris Avenue, Newport, AR 72112 | 8 | 200 |
| Sharp County Road Department | 2 Progress Lane, Ash Flat, AR 72513 | 8 | 200 |
| Mountain View Transfer Station | 164 Recycle Road, Mountain View, AR 72560 | 8 | 200 |
| White River Reclamation | 220 Conway Road, Bald Knob, AR 72010 | 8 | 200 |
| Woodruff County Yard | 997 Poplar, McCrory, AR 72101 | 8 | 200 |

What is the Quantity of Tires Currently on Any Property Owned, Lease, or Otherwise Controlled by this UTP?

100000

Outstanding Debts

| Creditor | Monthly Payment Amount | Total Amount Owed | Maturity Date |
|----------|------------------------|-------------------|---------------|
| 0 | 0 | 0 | 6/28/2023 |

Proposed Next Year Operations

Used Tire Program Equipment List

| Year | Equipment | Manufacturer | Make | Model | Serial Number | Cost/Value | Amount Owed | Percentage DEQ PAID |
|------|--------------------|---|------|-------|----------------|------------|-------------|---------------------|
| 2003 | Tire Shredder | Columbus McKinnon | 0 | 0 | TS03128 | 300,000.00 | 0 | 89 |
| 2006 | Liberator | Columbus McKinnon | 0 | 0 | LBR4R05006 | 284,053.00 | 0 | 71 |
| 2010 | Tire Shredder | columbus McKinnon | 0 | 0 | TS1012BR | 200,000.00 | 0 | 100 |
| 2011 | Forklift | Wiese | 0 | 0 | 0 | 29,414.15 | 0 | 100 |
| 2012 | Tire Shredder | Innovative Distribution & Manufacturing | 0 | 0 | R-113-H2-12-01 | 261,360.00 | 0 | 72 |
| 2014 | Magnetic Separator | ERIEZ Manufacturing Co. | 0 | 0 | 0 | 48,403.96 | 0 | 100 |

| Year | Equipment | Manufacturer | Make | Model | Serial Number | Cost/Value | Amount Owed | Percentage DEQ PAID |
|------|------------------------------|--------------------------|--------|-------|---------------|----------------|-------------|---------------------|
| 2014 | Screener | Granutech Saturn Systems | Rotex | 0 | 0 | 96,600.00 | 0 | 100 |
| 2014 | Infeed System with Conveyors | Granutech Saturn Systems | Amadus | 0 | 0 | 78,960.00 | 0 | 100 |
| | | | | | | Sum: 1,298,791 | Sum: 0 | |

Contract Obligations

| Contract Name | Length of Contract (Years) | Dollar Amount of Contract |
|---------------|----------------------------|---------------------------|
| N/A | 0 | 0 |

Disposition of Tires and Tire Residuals Collected and Processed

| Type of Disposition | Facility Name | City and State | Amount in Tons | Percentage |
|----------------------|---------------|----------------|----------------|-------------|
| Electric Arc Furnace | Nucore | NA | 28,600 | 100.00 |
| | | | Sum: 28,600 | Sum: 100.00 |

Administration Time Detail (Next Calendar Year)

| Category | Coordinator | Administrator 1 | Administrator 2 |
|-----------|-------------|-----------------|-----------------|
| % of Time | 70.00 | 20.00 | 0.00 |

Administration Cost Detail (UTP Salaries and Benefits)

| Category | Coordinator | Administrator 1 | Administrator 2 | Current Total for Calendar Year | Projected Total for Calendar Year |
|----------------------------------|-------------|-----------------|-----------------|---------------------------------|-----------------------------------|
| Salary | 65520 | 27336 | 0 | 92,856 | 92,856 |
| Total Salary | 0 | 0 | 0 | 0 | 0 |
| Taxes | 0 | 0 | 0 | 0 | 0 |
| Retirement | 0 | 0 | 0 | 0 | 0 |
| Insurance | 728 | 312 | 0 | 1,040 | 1,040 |
| Personal Services Matching Total | 0 | 0 | 0 | 0 | 0 |
| Grand Total | 0 | 0 | 0 | 0 | 0 |
| Expenses Total | 0 | 0 | 0 | 0 | 0 |
| Salary and Expense Total | 0 | 0 | 0 | 0 | 0 |
| | | | | Sum: 93,896 | Sum: 93,896 |

Access-Controlled Collection Centers

| Collection Center | Address | Hours | Cost |
|----------------------------------|--|-------|------|
| Newport City Yard | 420 Morris Avenue, Newport, AR 72112 | 8 | 50 |
| Lawrence County Road Department | 1776 HWY 67, Hoxie, AR 72433 | 8 | 50 |
| Lee County Road Department | 529 HWY 243, Marianna, AR 72360 | 8 | 50 |
| Lonoke Tire & Lube | 808 N. Center Street, Lonoke, AR 72086 | 8 | 50 |
| Monroe | (case by case retailer notifications) | 8 | 50 |
| Mississippi County Landfill | 1695 E. County Road 506, Luxora, AR 72358 | 8 | 50 |
| Poinsett County Landfill | 704 N. East Street, Harrisburg, AR 72403 | 8 | 50 |
| Harvey's Garage | 1905 Main Street, Des Arc, AR 72086 | 8 | 50 |
| Davis Rubber Company | 1800 E. 14th Street, Little Rock, AR 72202 | 8 | 50 |
| Randolph County Transfer Station | 145 Landfill Road, Pocahontas, AR 72455 | 8 | 50 |
| Republic Landfill | 18511 W. Sardis Road, Benton, AR 72011 | 8 | 50 |
| Sharp County Road Department | 2 Progress Lane, Ash Flat, AR 72513 | 8 | 50 |

| Collection Center | Address | Hours | Cost |
|--------------------------------------|--|-------|------|
| NEARCO | 604 MLK Drive, Madison, AR 72359 | 8 | 50 |
| Mountain View Transfer Station | 164 Recycle Road, Mountain View, AR 72560 | 8 | 50 |
| Whiter River Reclamation | 220 Conway Road, Bald Knob, AR 72010 | 8 | 50 |
| Woodruff County Yard | 997 Poplar, McCrory, AR 72101 | 8 | 50 |
| Izard County Yard | 9 Timber Lane, Melbourne, AR 72556 | 8 | 50 |
| Kent's Firestone | 1316 E. Main Street, Batesville, AR 72501 | 8 | 50 |
| K&A Tires and More | 628 E. Page Avenue, Malvern, AR 72104 | 8 | 50 |
| Northeast Arkansas Regional Landfill | 1810 Greene-890 Road, Paragould, AR 72451 | 8 | 50 |
| Main Street Tire & Auto | 251 N. Main Street, Salem, AR 72576 | 8 | 50 |
| Conway City Landfill | 4550 HWY 64 W, Conway, AR 72033 | 8 | 50 |
| Cross County Road Department | 1730 AR-193, Wynne, AR 72396 | 8 | 50 |
| Legacy Landfill | 238 CR Road 476, Jonesboro, AR 72404 | 8 | 50 |
| Crittendon County Road Department | 2349 HWY 64 W, Marion, AR 72364 | 8 | 50 |
| Cleburne County Transfer Station | 154 Libby Road, Heber Springs, AR 72543 | 8 | 50 |
| Clay County Road Department | 2643 Heritage Park Road, Piggott, AR 72454 | 8 | 50 |

Outstanding Debts

| Creditor | Monthly Payment Amount | Total Amount Owed | Maturity Date |
|----------|------------------------|-------------------|---------------|
| N/A | 0 | 0 | 6/28/2023 |

Attach Capital Improvement and Maintenance Plan with Estimated Expenditures and Cost for the Next Calendar Year

[District2DavisContract.pdf - 06/30/2023 04:22 PM](#)

Comment

Refer to Section 7 of the DRC Contract

What are the District's Tire Management and Processing Goals for the Next Three (3) Calendar Years?

District 2's goals include improving collection center locations and operations, with a focus on, operational hours, staffing, and waste tire manifest collection and accuracy; increasing efficiency of tire collection and transport for processing; and reducing management and administration costs.

Discuss the District's Initiatives to Increase Efficiency and Productivity for the Next Three (3) Calendar Years

District 2 is actively pursuing the location of an additional tire shredding facility in Northeast Arkansas to collect, transport, and process tires for use as Tire Derived Fuel by Mississippi County steel mills, thus reducing the annual transport cost of roughly 600,000 passenger tires currently being processed in the District.

Analyze the District's Efforts to Promote Recycling and Sustainability for the Next Three (3) Calendar Years

District 2 will revise and promote its waste tire website, TiresBeGone.com, to inform tire retailers, businesses, residents, local governments, and waste tire collection centers of the benefits of tire recycling and the impact it has on economic development, the public health, and the state's shared environment. The District's efforts will also include the promotion of ReportDumping.com, to help address the problem of illegal dumping of solid waste, including waste tires.

Fiscal Evaluation

Used Tire Program Expenses

| Category | Explain | Previous Calendar Year (Actual Cost) | Current Calendar Year (Projected Cost) | Next Calendar Year (Projected Cost) |
|----------------------------|---------|--------------------------------------|--|-------------------------------------|
| Wages | | 84,990.64 | 92,856.00 | 92,856.00 |
| Personal Services Matching | | 3,172.16 | 0 | 0 |
| Mileage | | 337.12 | 500.00 | 500.00 |
| Insurance | | 0 | 1,040.00 | 1,040.00 |
| Rent (UTP Space) | | 3,793.51 | 3,794.00 | 3,794.00 |

| Category | Explain | Previous Calendar Year (Actual Cost) | Current Calendar Year (Projected Cost) | Next Calendar Year (Projected Cost) |
|---|----------------|--------------------------------------|--|-------------------------------------|
| Utilities (Electricity Gas, Water, Telephone) | | 0 | 0 | 0 |
| Office Expenses | Admin | 72,089.07 | 12,000.00 | 12,000.00 |
| Processing and Disposal Fees | | 0 | 0 | 0 |
| Advertising | | 0 | 0.00 | 0.00 |
| Contractual Services | | 2,480,058.43 | 3,607,834.04 | 3,607,834.04 |
| Miscellaneous | Pollution Mgmt | 10,840.00 | 0.00 | 0.00 |
| Equipment Purchases | | 0 | 0 | 0 |
| Vehicle Purchases | | 0 | 0 | 0 |
| Maintenance and Repair | | 340,561.32 | 0 | 0 |
| | | Sum: 2,995,842 | Sum: 3,718,024 | Sum: 3,718,024 |

Reimbursements from DEQ

| Previous Calendar Year (Actual Reimbursements) | Current Calendar Year (Project Reimbursements) | Next Calendar Year (Projected Reimbursements) |
|--|--|---|
| 2766166.93 | 3711759.48 | 3711759.48 |

Used Tire Program Local Revenue

| Category | Explain | Previous Calendar Year (Actual Revenue) | Current Calendar Year (Projected Revenue) | Next Calendar Year (Projected Revenue) |
|---------------------------------|---------------|---|---|--|
| DEQ Tire Monies | | 2766166.93 | 3711759.48 | 3711759.48 |
| Other Tire Monies | | 0 | 0 | 0 |
| District Fees on Fee-Paid Tires | | 0 | 0 | 0 |
| TDF Sales | | 0 | 0 | 0 |
| Mulch Sales | | 0 | 0 | 0 |
| Other Sales from Used Tires | | 0 | 0 | 0 |
| Rental Tire Trailers | | 0 | 0 | 0 |
| Other | Bank Interest | 544.79 | 600.00 | 600.00 |
| | | Sum: 2766711.72 | Sum: 3712359.48 | Sum: 3712359.48 |

Tire Management

| Tire Type | Previous Calendar Year (Actual Count) | Current Calendar Year (Projected Count) | Next Calendar Year (Projected Count) |
|------------------|---------------------------------------|---|--------------------------------------|
| Small Tire | 998,381 | 1,168,036 | 1,168,036 |
| Large Tire | 82,551 | 116,804 | 116,804 |
| Extra Large Tire | 7,017 | 12,978 | 12,978 |
| | Sum: 1,087,949 | Sum: 1,297,818 | Sum: 1,297,818 |

Management Cost Per Tire (UTP Expenses Per Number of Tires Managed)

| Category | Previous Calendar Year Actual | Current Calendar Year Projected | Next Calendar Year Projected |
|----------|-------------------------------|---------------------------------|------------------------------|
| Total | 2.75 | 2.86 | 2.86 |

Management Cost minus Program Local Revenue Per Tire (UTP Expenses Per Number of Tires Managed)

| Category | Previous Calendar Year Actual | Current Calendar Year Projected | Next Calendar Year Project |
|----------|-------------------------------|---------------------------------|----------------------------|
| Total | 0.21 | 0.00 | 0.00 |

Attachments

| Date | Attachment Name | Context | User |
|---------------------|--|------------|---------------|
| 10/19/2023 11:06 AM | CertificationForm.pdf | Unknown | Leslie Morris |
| 9/29/2023 7:37 AM | Preliminary Income Stmt - Condensed 7.31.2023.pdf | Attachment | Leslie Morris |
| 9/29/2023 7:36 AM | DAVIS RUBBER COMPANY 2022 Tax Return P1.pdf | Attachment | Leslie Morris |
| 9/29/2023 7:36 AM | DAVIS RUBBER COMPANY 2021 Tax Return P1.pdf | Attachment | Leslie Morris |
| 9/7/2023 10:16 AM | P & L 2022 WHITE RIVER UTP.pdf | Attachment | Leslie Morris |
| 9/7/2023 10:14 AM | Resolution2023-02.pdf | Attachment | Leslie Morris |
| 9/7/2023 8:25 AM | Year 2022 Tire Program Info for Craighead County Tire Accountability Program.pdf | Attachment | Leslie Morris |
| 6/30/2023 4:22 PM | District2DavisContract.pdf | Attachment | Leslie Morris |
| 6/30/2023 4:10 PM | District2DavisContract.pdf | Attachment | Leslie Morris |
| 6/28/2023 5:10 PM | 2022 YTD Tire P & L.pdf | Attachment | Leslie Morris |
| 6/28/2023 5:05 PM | Resolution2023-01Signed.pdf | Attachment | Leslie Morris |

Internal Data

| Label | Value |
|--------------------|-------|
| Previous Year Cost | 2.75 |
| Current Year Cost | 2.86 |
| Next Year Cost | 2.86 |



ENVIRONMENTAL QUALITY

Certification of ePortal Submission

This form is to be used to certify electronic ePortal submissions. Please check with the appropriate section for who has the authority to sign this form. A hardcopy of this form with original signature must be sent to DEQ, 5301 Northshore Drive, North Little Rock, AR 72118. Please do **not** send a hardcopy of the ePortal submission with this form. **All fields are required.**

| | |
|---|---|
| 1. Section to which the ePortal Submission was Submitted: | Tire Accountability Program |
| 2. Form Name: | Business Plan (TAP-12) |
| 3. Arkansas DEQ Facility Identification Number (AFIN), if available: | UTP-2-Northeast Arkansas Tire Program |
| 4. Facility Name: | Northeast Arkansas Tire Program |
| 5. Facility Physical Address: | 300 Spring Street, Suite 200 LITTLE ROCK, AR 72202 |

I certify under penalty of law that the ePortal submission with Submission ID# HPV-Q0X7-6Z4CN and revision # 3 which was submitted electronically on 10/19/2023 11:05:13 AM 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 fine and imprisonment for knowing violations.

Craig Douglass

Director

typed/printed name of signatory authority

title

signature of signatory authority

date

Davis Rubber Company Inc
Profit and Loss
Year To Date 07/31/2023

| | |
|---------------------------------------|--------------------------------|
| Revenue | 2,538,186.24 |
| Cost of Revenue | <u>364,687.76</u> |
| Gross Profit | 2,173,498.48 |
| Operating Expenses | |
| General and Administrative Expenses | 2,145.04 |
| Marketing and Advertising Expenses | 18,118.11 |
| Depreciation and Amortization Expense | 350,000.00 |
| Payroll and Related Expenses | 606,149.83 |
| Utilities and Facilities | 454,748.58 |
| Operating and Maintenance Expenses | 380,932.82 |
| Taxes and Insurance | 249,332.55 |
| Total Operating Expenses | 2,061,426.93 |
| Other Income (Expense) | <u>(42,892.40)</u> |
| Net Income (Loss) | <u><u>69,179.15</u></u> |

U.S. Income Tax Return for an S Corporation

2022

Department of the Treasury Internal Revenue Service

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. Go to www.irs.gov/Form1120S for instructions and the latest information.

For calendar year 2022 or tax year beginning , ending

Header section containing: A Selection effective date (01/22/86), B Business activity code (339900), C Check if Sch. M-3 attached, D Employer identification number (71-0627251), E Date incorporated (01/22/1986), F Total assets (\$868,890), TYPE OR PRINT, Name (DAVIS RUBBER COMPANY), Number, street, and room or suite no. (1800 E 14TH STREET), City or town, state or province, country, and ZIP or foreign postal code (LITTLE ROCK AR 72202).

G Is the corporation electing to be an S corporation beginning with this tax year? See instructions. [] Yes [X] No
H Check if: (1) [] Final return (2) [] Name change (3) [] Address change (4) [] Amended return (5) [] S election termination
I Enter the number of shareholders who were shareholders during any part of the tax year 3
J Check if corporation: (1) [] Aggregated activities for section 465 at-risk purpose (2) [] Grouped activities for section 469 passive activity purposes

Table with 3 columns: Description, Line Number, Amount. Rows include: 1a Gross receipts or sales (4,009,675), 1b Returns and allowances, 1c Balance (4,009,675), 2 Cost of goods sold (1,078,367), 3 Gross profit (2,931,308), 4 Net gain (loss) from Form 4797, line 17, 5 Other income (loss), 6 Total income (loss) (2,931,308), 7 Compensation of officers, 8 Salaries and wages (892,496), 9 Repairs and maintenance (105,552), 10 Bad debts, 11 Rents (53,039), 12 Taxes and licenses (139,329), 13 Interest (22,949), 14 Depreciation from Form 4562 not claimed (1,335,961), 15 Depletion (Do not deduct oil and gas depletion.), 16 Advertising (14,267), 17 Pension, profit-sharing, etc., plans, 18 Employee benefit programs, 19 Other deductions (attach statement) (SEE STMT 1) (1,371,125), 20 Total deductions (3,934,718), 21 Ordinary business income (loss) (-1,003,410).

Table with 3 columns: Description, Line Number, Amount. Rows include: 22a Excess net passive income or LIFO recapture tax, 22b Tax from Schedule D (Form 1120-S), 22c Add lines 22a and 22b, 23a 2022 estimated tax payments and 2021 overpayment credited to 2022, 23b Tax deposited with Form 7004, 23c Credit for federal tax paid on fuels (attach Form 4136), 23d Add lines 23a through 23c, 24 Estimated tax penalty (see instructions). Check if Form 2220 is attached [], 25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed, 26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid, 27 Enter amount from line 26: Credited to 2023 estimated tax Refunded.

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge. May the IRS discuss this return with the preparer shown below? See instructions. [X] Yes [] No

Signature of officer: ROGER DAVIS Date: Title: PRESIDENT

Paid Preparer Use Only Print/Type preparer's name: STANLEY SMITH Preparer's signature: Date: Check [] if self-employed PTIN: ***** Firm's name: JSA CPAS, PLLC Firm's EIN: 27-0393121 Firm's address: 201 S CHESTER LITTLE ROCK, AR 72201-2015 Phone no.: 501-372-4180

U.S. Income Tax Return for an S Corporation

2021

Department of the Treasury Internal Revenue Service

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. Go to www.irs.gov/Form1120S for instructions and the latest information.

For calendar year 2021 or tax year beginning ending

Form header section with fields for selection effective date (01/22/86), business activity code (339900), name (DAVIS RUBBER COMPANY), address (1800 E 14TH STREET, LITTLE ROCK, AR 72202), employer identification number (71-0627251), date incorporated (01/22/1986), and total assets (\$913,798).

Qualification questions: G (S corporation election), H (return type: Amended return), I (shareholders: 3), J (aggregated activities).

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Main table with 21 rows for Income and Deductions. Income total: 2,646,202. Total deductions: 3,757,550. Ordinary business income (loss): -1,111,348.

Tax and Payments section with 7 rows (22a-27). Includes estimated tax payments, tax owed, and overpayment.

Declaration: Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Sign Here: Signature of officer ROGER DAVIS, Date, Title PRESIDENT.

Paid Preparer Use Only: Print/Type preparer's name STANLEY SMITH, Firm's name JSA CPAS, PLLC, Firm's address 201 S CHESTER, LITTLE ROCK, AR 72201-2015, Firm's EIN 27-0393121, Phone no. 501-372-4180.

Profit and Loss Statement
White River Regional Solid Waste District
All Quarters 2022

| | Budget | Current Period | Current Period as % of Sales |
|------------------------------------|--------|----------------|------------------------------|
| Revenue generated 237,723 x \$2.38 | | 565,647 | - |
| Trailer Lease | | 94,656 | - |
| Other Revenue | | 15,198 | - |
| Total Sales Revenue [J] | | 675,501 | - |
| | 0 | 0 | - |
| Operating Expenses | | | |
| Wages | | 312,626 | - |
| Fuel Cost | | 62,633 | - |
| Insurance | | 82,392 | - |
| Rent | | 54,833 | - |
| Utilities | | 29,251 | - |
| Communications | | 1,755 | - |
| Office Expenses | | 29,626 | - |
| Contractual Services | | 222,309 | - |
| Maintenance & Repair | | 49,999 | - |
| Equipment Purchase | | 4,000 | - |
| Total Operating Expenses | 0 | 0 | 848,424 |
| | 0 | 0 | - |
| Net Profit | 0 | 172,923 | - |

T. Wallis
 8/31/23

RESOLUTION NO. 2023-02

**A RESOLUTION OF THE BOARD
OF
DISTRICT 2 TIRE ACCOUNTABILITY BOARD**

WHEREAS, per Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the “Act”), codified at Ark. Code Ann. § 8-9-401 *et seq.*, and separate Interlocal Agreements with Districts 3 and 4, District 2 consists of the following counties: Fulton, Sharp, Randolph, Clay, Izard, Lawrence, Greene, Stone, Independence, Jackson, Craighead, Mississippi, Cleburne, Faulkner, White, Poinsett, Woodruff, Cross, Pulaski, Crittenden, Saline, Hot Spring, Lonoke, Prairie, Monroe, St. Francis, and Lee (collectively referred to herein as “**District 2**”);

WHEREAS, Regulation No. 36 of the Arkansas Pollution Control & Ecology Commission, dated July 27, 2018, as amended (“Reg. 36”), allows District 2 to establish a used-tire program for extra-large tires accepted by the District, and set fees related to such use-tire program for extra-large tires;

WHEREAS, the District desires to set the fees associated with the District’s acceptance of extra-large tires as set forth below;

NOW, THEREFORE LET IT BE RESOLVED THAT THE TIRE ACCOUNTABILITY BOARD OF DISTRICT 2 HEREBY RESOLVED AS FOLLOWS:

RESOLVED, in reliance upon Section 36.201 included in Reg. 36, District 2 acknowledges that the term “extra-large tire” means the following:

“Extra-large tire” means a tire that due to its size or construction is more difficult to process for recycling or disposal than a large tire and costs substantially more to process than a large tire. Extra-large tire includes without limitation tires used, capable of being used, or designed to be used on any of the following vehicles or equipment:

- (1) A skid steer loader;
- (2) Excavation equipment;
- (3) A farm implement, including without limitation, a tractor;
- (4) A backhoe
- (5) A road grader;
- (6) Industrial equipment;
- (7) A skidder; or
- (8) A heavy duty truck used off-road for mining.

“Extra-large tire” includes a tire with a load rating of “G” or higher.

RESOLVED, pursuant to Section 36.201 included in Reg. 36, District 2 hereby sets and establishes the fee of \$30.00 per extra-large tire (the "XL Tire Fee") accepted by District 2, with such XL Tire Fee being charged at the point of purchase as a rim removal fee as allowed pursuant to Section 36.802 included in Reg. 36, to be collected on the District's behalf by the Arkansas Department of Finance & Administration;

RESOLVED, the undersigned Executive Director of District 2 is hereby authorized to take such actions and execute such documents as deemed necessary and proper to carry out the establishment of the program authorized herein as needed to collect the XL Tire Fee; and

RESOLVED, the actions of the undersigned Executive Director of District 2 taken prior to the passage of this Resolution that have been taken in furtherance of the program authorized herein are hereby ratified.

ADOPTED:

DATE: 6-14-23

APPROVED:

Danny Hyde
By: Danny Hyde
Title: Board Chair

ATTEST:

By: _____
Title: Board Secretary

ACKNOWLEDGED: Craig Douglass **CRAIG DOUGLASS**
Craig Douglass, Executive Director

CRAIGHEAD COUNTY REGIONAL SOLID WASTE MANAGEMENT DISTRICT
Statement of Income and Expenses for TIRE Program
For December, 2022

| | <u>December 2022</u> | <u>2022 Year to Date</u> |
|--|--------------------------|--------------------------------------|
| REVENUES: | | |
| Interest Income | \$ 133.53 | \$ 323.43 |
| ADEQ - Waste Tire Grant | 20,038.78 | 266,464.93 |
| Waste Tire Fees-CCSWDA | 318.00 | 11,724.00 |
| Transfer From General Fund | - | 21,702.93 |
| | <hr/> | <hr/> |
| Total Revenues | <u>\$ 20,490.31</u> | <u>\$ 300,215.29</u> |
| EXPENSES: | | |
| Waste Tire Administration | \$ 20.53 | \$ 1,282.45 |
| Contractual Operation of Tire Collect Center | 707.34 | 10,965.46 |
| Waste Tire Disposal | 21,253.60 | 313,173.64 |
| Miscellaneous Expense | - | - |
| | <hr/> | <hr/> |
| Total Expenses | <u>21,981.47</u> | <u>325,421.55</u> |
| NET PROFIT / (LOSS) | <u>\$ (1,491.16)</u> | <u>\$ (25,206.26)</u> |

| | |
|---|---------------------|
| Tire Cash on Hand 12/21/2017: | \$ 33,943.36 |
| Less Payment for 2017 Tire Expenses | \$ (14,123.88) |
| Plus Tire Funds Rec'd 2/2018 for 2017 | <u>\$ 32,914.14</u> |
| Net Cash Carry Over from 2017 Before UTAP | \$ 52,733.62 |

| | |
|-------------------------------------|--------------------|
| 2018 Net Loss Expenses over Grant | \$ (9,925.87) |
| 2019 Jan-Dec Net Loss Exp/Grant | \$ (21,845.09) |
| 2020 Jan-Dec Loss or Gain Exp/Grant | \$ (5,602.65) |
| 2021 Y-T-D Loss or Gain Exp/Grant | \$ (34,409.78) |
| 2022 Y-T-D Loss or Gain Exp/Grant | <u>(46,909.19)</u> |
| Balance left from carryover 2017 | \$ (65,958.96) |

| | |
|---|------------------|
| 2021 Transfer from General Fund July for June | \$ 2,682.65 |
| 2021 Transfer from General Fund | \$ 16,242.24 |
| 2022 May Transfer from General Fund | <u>21,702.93</u> |
| Amount of General Funds Needed | \$ (25,331.14) |

**CRAIGHEAD COUNTY REGIONAL SOLID WASTE
MANAGEMENT DISTRICT**

**P O Box 16777
Jonesboro, AR 72403
(870) 972-6353**

**MANAGEMENT’S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2022**

Management of the Craighead County Regional Solid Waste District “CCRSWMD” offers our narrative discussion and analysis as an overview of CCRSWMD’s financial activities for the year ended December 31, 2022. This narrative should be reviewed in conjunction with CCRSWMD’s audited financial statements for the same period.

CCRSWMD is a single-county solid waste management district. The District is responsible for solid waste planning within Craighead County as well as recycling programs, waste tire collection sites, and public education regarding proper waste disposal, recycling, and proper solid waste disposal.

| <u>Financial Highlights</u> | <u>2022</u> | <u>2021</u> |
|--|--------------------|--------------------|
| Total (Net) Assets | \$366,426 | \$509,432 |
| Total Liabilities | \$106,978 | \$198,172 |
| Unapplied Recycling Grants | \$140,837 | \$151,257 |
| Unapplied Electronics Grants | \$ 0 | \$ 6,556 |
| Unapplied Waste Tire Grants | \$ 0 | \$ 3,795 |
| Total Net Position | \$118,611 | \$149,652 |
| Recycling Grant Revenue | \$133,473 | \$155,646 |
| ADEQ Waste Tire Grant Revenue | \$266,465 | \$288,613 |
| Electronic Grant Funds Revenue | \$ 6,556 | \$ 65,100 |
| Waste Tire Fees | \$ 11,724 | \$ 16,891 |
| Waste Hauler License Fees | \$ 8,688 | \$ 8,106 |
| General Funds to Tire Program | \$ 21,703 | \$ 18,924 |
| Interest Income | \$ 1,803 | \$ 2,399 |
| Total Income | \$526,094 | \$627,064 |
| Total Expenses | \$557,135 | \$602,900 |
| Total Excess (Deficiency) of Revenues over Expenses | \$ (31,041) | \$ 24,164 |

When Grant Funds are received from the Arkansas Department of Environmental Quality, said funds are recorded as “Unapplied Grant Funds”. As expenses are incurred and grant funds utilized for allowable expenses, those amounts are then charged to “Grant Revenue”.

2022 Waste Tire Grants

| | |
|--|--------------------------|
| 01/01/2022 Waste Tire Grant Bank Balance | \$ (3,227) |
| Waste Tire/Truck Tire Grant Funds Received 2022 | \$260,832 |
| District General Funds Transferred to Tire | \$ 21,703 |
| Interest on Waste Tire Funds | \$ 323 |
| Tire Fees Earned from Customers (incl Accts Rec) | \$ 11,724 |
| Total Funds Available 2022 | <u>\$291,355</u> |
| Waste Tire Expenses 2022 | <u>- 325,421</u> |
| Waste Tire Funds Balance as of 12/31/2022 | <u>\$ <34,066></u> |

Recycling Grants

| | |
|--|------------------|
| 2022/2023 Grant (Received 9/16/22) | \$123,056 |
| Expended from this grant in 2021 | <u>- 0</u> |
| Balance 2022/2023 Grant | <u>\$123,056</u> |
| 2021/2022 Grant (Received 9/22/21) | \$118,492 |
| Expended from this grant in 2022 | <u>- 116,627</u> |
| Balance 2021/2022 Grant | <u>\$ 1,865</u> |
| 2020/2021 Grant Balance as of 1/1/2022 | \$ 32,765 |
| Expended from this grant in 2022 | <u>-16,849</u> |
| Balance 2020/2021 Grant | <u>\$ 15,916</u> |

Electronic-Waste Grants

No funding is available for Electronic Waste Grants any longer. The District has zero left in old Electronic Waste Grant Funds as of 12/31/2022.

Management's Outlook for 2023

Craighead County Regional Solid Waste Management District continues to contract services with Abilities Unlimited (a local non-profit recycler) for school recycling and education.

CCRSWMD continues to work with the Jonesboro Division of Abilities Unlimited to collect and de-manufacture electronic waste. With no Electronic Waste Grant Funds available, the District is unsure how long Abilities Unlimited will continue to process electronic waste, but it is the District's hope it will continue.

CCRSWMD has contracted with Liberty Tire to transport to a processor the waste tires brought to the District's Waste Tire Collection Center. The District is using unrestricted funds to pay for some tire expenses. Unless additional funding becomes available, the District may have to discontinue operating a Waste Tire Collection Center/TAP program.

The Audited Financial Statements as of and for the period ended 12/31/2022 contain required Statements of Net Position, Statements of Revenues, Expenses and Changes in Net Position, and Statements of Cash Flows. This Management's Discussion and Analysis is a broad overview of the financial condition of the Craighead County Regional Solid Waste Management District and should be read in conjunction with the Audited Financial Statements.

Requests for additional information relative to this Discussion and Analysis, or the Audited Financial Statements, should be sent in writing to the Chief Financial Officer, Craighead County Regional Solid Waste Management District, P O Box 16777, Jonesboro, AR 72403.

Submitted on February 20, 2023 by:

CRAIGHEAD COUNTY REGIONAL SOLID WASTE MANAGEMENT DISTRICT

Angela L. Sparks, CFO

Angela L. Sparks, Chief Financial Officer
angela@ccswda.com



CONTRACT TIRE COLLECTION, TRANSPORT, AND PROCESSING

THIS CONTRACT, which shall be effective _____, 2023, is entered into by and between Davis Rubber Company, Inc. (Contractor), and the District 2 Waste Tire Accountability Program, governed by its Waste Tire Accountability Board (Board), for the operation of a Waste Tire Accountability Program to be managed and administered by the Pulaski County Regional Solid Waste Management District (Program).

1. General Conditions. Contractor agrees to operate the Program, complying fully with applicable Arkansas statutes, and Arkansas Pollution Control and Ecology Commission Regulation 36, promulgated by the Division of Environmental Quality, hereinafter referred to as "DEQ."
2. District 2 Waste Tire Accountability Program. Pursuant to Section 6(2)(B), Arkansas Code § 8-9-410, District 2 consists of the following counties: Cleburne, Clay, Craighead, Crittenden, Cross, Faulkner, Fulton, Greene, Independence, Izard, Jackson, Lawrence, Mississippi, Poinsett, Pulaski, Randolph, Sharp, Stone, White, and Woodruff.
3. Interlocal Agreements. Pursuant to Section 6(c)(2)(d), Arkansas Code § 8-9-410, Programs may enter into inter-local agreements to determine the highest level of efficiency regarding tire processing. As stated in Resolution 2023-01, adopted by the Board on June 7, 2023, District 2 and District 4 agree District 2 shall manage the collection, transport, and processing of waste tires in Lonoke, Prairie, Monroe, St. Francis, and Lee Counties; and as stated in Resolution 2023-01, adopted by the Board on June 14, 2023, District 2 and District 3 agree District 2 shall manage the collection, transport, and processing of waste tires in Saline and Hot Spring Counties.
4. Waste Tire Collection Centers. Contractor accepts responsibility and liability for waste tires at the time they are deposited at the Program's Waste Tire Collection Centers (Center[s]) during hours in which the Centers are open for business.

Program will provide oversight of the permitted Centers and shall ensure that they are in or effectively comply with Regulation 36, Chapter 15, Tire Collection Centers (36.1501). Contractor shall routinely observe, record, and provide to the Program all information necessary to ensure proper operation of the Centers. Program with Contractor's assistance agrees to post signs at each permitted Center location that clearly indicate the days and hours the Centers are open for business, contact information including the Program's website and telephone number, and warning that illegal dumping will be investigated and prosecuted. The Program will coordinate with the Contractor and will be responsible for the design, language, location, and cost of appropriate signage. A list of current permitted Centers is attached hereto, subject to change. (See EXHIBIT A)

The Program is responsible for providing to the Contractor the name and location of a minimum of one Tire Collection Center in each of the counties comprising the Program area, including counties comprising the inter-local agreements, with the Program recommending the addition of Centers per county as volume requires. Contractor may appeal to the Program the location of Centers requested per county on a case-by-case basis. In considering such appeals, the Program shall confer with the Board and obtain a solution that accommodates the volume of waste tires within that county.

Contractor and Program acknowledge that the location of Centers may change during the term of this Contract. If Program or Contractor is notified by a Center that the Center wishes to terminate their agreement to act as a Collection Center, closure of that Center will not occur until thirty (30) days after said notice. Program and Contractor agree that thirty (30)-days' notice is necessary to properly inform tire generators and the public in which the Center is located. Contractor agrees to obtain Program's approval of a new location or re-location of a Center. Program agrees to approve or deny the establishment of a newly located Center(s) within the thirty (30)-day closure notice period.

5. Waste Tire Volumes. Contractor shall provide to the Program the volume of waste tires collected at each Center. Waste tire volumes shall be reported to the Program monthly. Reporting and accountability of monthly waste tire volumes shall be contained on paper manifests, as required by Regulation 36. Contractor shall be responsible for ensuring that all paper manifest data provided to the Program accurately documents information related to the type, collection, transportation, distribution, recycling, and disposal of recyclable tires, waste tires, and used tires culled for re-sale. Program shall be responsible for timely and

accurate data entry and shall perform duties consistent with the requirements of Regulation 36 for the use of paper manifests and will be responsible for costs associated with data entry and the supply of paper manifest forms.

6. Rejection of Collected Waste Tires. Waste tires submitted on manifests from Centers or tire retailers to the Contractor without a Waste Tire Number shall not be collected. Likewise, waste tires submitted on manifests from Centers or tire retailers to the Contractor for fee-paid tires that do not indicate money was collected from the Center or tire retailer shall not be collected. No waste tires shall be collected from Centers or retailers without a properly completed manifest, including the Center's or the retailer's Waste Tire Number.

7. Processing and Recycling. A processed tire shall be defined consistent with Regulation 36, Chapter 2 Definitions (36.201). Contractor shall finance, construct, operate, and maintain a waste tire processing facility. The processing facility shall be sufficient in design and capacity to process for recycling or disposal a minimum of one million (1,000,000) tires per 12-month period. Classes of tires shall be defined as Small, Large, and Extra Large consistent with Regulation 36, Chapter 2 Definitions (36.201). Contractor shall be responsible for obtaining all permits and regulatory approvals for the processing facility. Contractor may process waste tires other than those collected through the Program and shall ensure that only Program-related tires are represented on the manifests. Contractor agrees that waste tires collected through the Program will be processed and recycled on site achieving a minimum fifty percent (50%) recycling rate, and that landfilling or mono-filling of waste tires collected through the Program shall not exceed fifty percent (50%). Exceptions to the above prohibition of landfilling or mono-filling of waste tires due to equipment failure, Force Majeure, or other unforeseen processing- or reimbursement- or payment-related circumstances, may be granted on a case-by-case basis by the Program.

Contractor agrees to obtain Program's approval on a case-by-case basis for temporary stockpiling of waste tires and waste tire parts and scraps when an end-user cannot take immediate delivery of the waste tire materials. Upon the effective date of this Contract, Contractor shall identify Program-related waste tires and waste tire parts and scraps over and above the thirty (30) times the Contractor's daily processing capacity that the Contractor has stockpiled and will provide to the Program within thirty (30) days of the effective date of this Contract a plan for the processing of said stockpiles.

Contractor shall agree to a maximum level of stockpiling of no more than said thirty (30) times the daily capacity of the processing equipment used as set forth in Regulation 36 Section Storage (36.1602), including signage that indicates the type of tire in the tire storage areas. Contractor shall provide to the Program any equipment upgrades necessary to ensure the agreed-upon recycling rate. Equipment upgrades may be covered in a separate agreement or a grant application and agreement between Contractor and the Program.

Contractor agrees to a minimum maintenance schedule of no less than six (6) times per twelve (12)-month period on each piece of equipment necessary to maintain the agreed-upon minimum annual recycling rate. Contractor shall provide to the Program on each anniversary date of the Contract a maintenance schedule. The maintenance schedule shall include a description of each piece of equipment necessary to maintain the minimum annual recycling rate and subject to the schedule. A maintenance accountability report shall be submitted to the Program within thirty (30) days of the anniversary dates of the Contract and reported to the Board at their next regularly scheduled meeting. Equipment in use for recycling waste tires shall be contained on a list attached to this Contract, and shall be updated on January 1 of each contract year. (See EXHIBIT C)

8. Per-Tire or Per-Ton Rates and Monthly Invoicing. Contractor shall invoice Program monthly for waste tires collected and processed, as accounted for on paper manifests. Only manifests with Waste Tire Numbers shall be accepted by the Program. Waste tire manifests shall accompany Contractor's monthly invoice. Program shall be billed on a per-tire or per-ton basis for Small, Large, and Extra-Large tires based on the cost per tire or per ton proposed by the Contractor and agreed to by the Program and the Board. The cost per tire or per ton shall be consistent with the approved reimbursement costs contained in the Program business plan or any subsequent revised business plan submitted to and approved by DEQ and reviewed by the Arkansas Legislative Council (ALC). (See EXHIBIT B)
9. Payment. Program will compensate Contractor monthly with funds from the Used Tire Recycling Fund based upon manifest-supported invoices submitted by Contractor. Only manifests with Waste Tire Numbers shall be accepted by the Program for payment. All payments from the Program to the Contractor shall come exclusively from the Used Tire Recycling Fund. There is no liability for such payment from other funds and resources of the Program. If no Used Tire Recycling Funds are received by the Program, this Contract will be automatically

suspended until such time as funds are received. In no event will Program be obligated to compensate Contractor if no Used Tire Recycling Funds are available. Program may choose to pay Contractor from reserve funds, if any.

Any fees collected by Contractor for disposal shall be remitted to the Program. Only the costs for transport and processing of waste tires that are supported by properly filled-out paper manifests shall be approved for payment to the Contractor by the Program.

10. Maximum Compensation. In no event shall the total compensation due Contractor exceed the amount of reimbursement funds obtained by the Program from the Used Tire Recycling Fund for the Program's previous quarter's submitted reimbursement requests. Program may choose to compensate Contractor from reserve funds, if any.
11. Additional Compensation. In the event at any time after June 15, 2023, Davis contracts with a private entity paying to Davis fees or any other form of compensation, including the reduction in cost of operations, Davis will notify the Program of the private-entity agreement and share same with the Program. Upon such event, the Program will determine at its discretion, based on per-tire or per-ton costs contained herein, if the compensation paid to Davis should be re-negotiated or otherwise revised. Cost of operation includes but is not limited to the cost associated with landfilling waste tires.
12. Performance Audit and Financial Audit. Districts may require Program-related Contractor records for purposes of monitoring Program performance and for conducting Program financial audits.
13. Term of Contract. The term of this Contract shall be _____, 2023, through June 30, 2028. The contract shall not be in force unless and until a business plan, as defined by Arkansas Pollution Control and Ecology Commission Regulation 36, submitted to DEQ and reviewed by ALC, including the per-tire and per-ton rates contained herein, is approved by both DEQ and ALC.
14. Contract Extension. The contract may be revised and extended upon agreement of all parties not to exceed two (2), two (2)-year periods.

15. Termination of Contract. If Contractor's performance under this Contract is found to be deficient, or if Contractor fails to fulfill any portion of the Contractor's agreed-upon responsibilities, Program will notify Contractor of the deficiency and Contractor shall have thirty (30) days to correct it. If Contractor fails to correct the deficiency in a thirty (30)-day period, Program may terminate this Contract by giving a thirty (30)-day notice in writing to the Contractor. Notice shall be given by certified mail, return receipt requested. Services under this Contract are automatically postponed if reimbursement funds are depleted prior to the end of the term of the contract until the Program receives an additional disbursement from the Used Tire Recycling Fund. Further, the Contract terminates with no liability to the Program, or to the counties and municipalities within the Program, if the Program does not receive reimbursement funds, or if the Program ceases to exist.
16. Contractor Indemnity. Contractor agrees that to the extent requirements apply for reclamation of tires and tire components, it shall complete the same in compliance with all Federal, State, and local requirements and shall keep in full force and effect all local, state, and federal permits necessary or required to conduct such operations. Upon receipt of the tires into the possession of Contractor, Contractor agrees to indemnify Program, counties, and municipalities within the Program from any and all claims for the wrongful disposal or disposition of waste tires.
17. Authorization to Execute This Contract. The Director of the Program and the Chair of the Program are authorized to execute this agreement on behalf of the Program Board upon a majority of the Board membership agreeing to the provisions of this contract.
18. Force Majeure. The performance of this contract shall be delayed for so long as acts of God or other events, such as floods, labor strikes, wars, and other such catastrophes or natural disasters, beyond the control of either party hereto prevent the performance thereof. However, such events shall only delay the performance of the contract and shall not terminate the contract unless the circumstances are such that the continued performance is rendered unfeasible.

EXHIBIT A

Collection Centers

(subject to change)

| | |
|--------------|---|
| Clay | Clay Co. Road Dept. 2643 Heritage Park Rd. Piggott, AR 72454 |
| Cleburne | Cleburne Co. Transfer Station 154 Libby Rd. Heber Springs, AR 72543 |
| Crittenden | Crittenden Co. Road Dept. 2349 Hwy. 64 W Marion, AR 72364 |
| Craighead | Legacy Landfill 238 CR Rd. 476 Jonesboro, AR 72404 |
| Cross | Cross Co. Road Dept. 1730 AR-193 Wynne, AR 72396 |
| Faulkner | Conway City Landfill 4550 Hwy. 64 W Conway, AR 72033 |
| Fulton | Main St. Tire & Auto 251 N. Main St. Salem, AR 72576 |
| Greene | Northeast Ark. Regional Landfill 1810 Greene-890 Rd. Paragould, AR 72451 |
| Hot Spring | K&A Tires and More 628 E. Page Ave. Malvern, AR 72104 |
| Independence | Ken's Firestone District 2 Waste Tire Accountability Program Contract with Davis Rubber Company, Inc. |

1316 E. Main St.
Batesville, AR 72501

| | |
|-------------|---|
| Izard | Izard Co. Yard 9 Timber Lane Melbourne, AR 72556 |
| Jackson | Newport City Yard 420 Morris Ave. Newport, AR 72112 |
| Lawrence | Lawrence Co. Rd. Dept. 1776 Hwy. 67 Hoxie, AR 72433 |
| Lee | Lee Co. Road Dept. 529 Hwy. 243 Marianna, AR 72360 |
| Lonoke | Lonoke Tire & Lube 808 N. Center St. Lonoke, AR 72086 |
| Mississippi | Mississippi Co. Landfill 1695 E. County Rd. 506 Luxora, AR 72358 |
| Poinsett | Poinsett County Landfill 704 N. East St. Harrisburg, AR 72403 |
| Prairie | Harvey's Garage 1905 Main St. Des Arc, AR 72086 |
| Pulaski | Davis Rubber Co. 1800 E. 14 th St. Little Rock, AR 72203 |
| Randolph | Randolph Co. Transfer Station 145 Landfill Rd. Pocahontas, AR 72455 |
| Saline | Republic Landfill |

18511 W. Sardis Rd.
Benton, AR 72011

| | |
|-------------|--|
| Sharp | Sharp Co. Road Dept. 2 Progress Lane Ash Flat, AR 72513 |
| St. Francis | NEARCO 604 MLK Dr. Madison, AR 72359 |
| Stone | Mt. View Transfer Station 164 Recycle Rd. Mt. View, AR 72560 |
| White | White River Reclamation 220 Conway Rd. Bald Knob, AR 72010 |
| Woodruff | Woodruff Co. Yard 997 Poplar McCrary, AR 72101 |

(Retailers in the District may request waste tires for collection on a case-by-case basis, as approved by the Program's Waste-Tire Coordinator.)

EXHIBIT B

Tire Definitions and Contractor Processing Charges

1. Tire Definitions

- a. Small Tire means a tire that has a load rating of “F” or lower and a rim size of nineteen inches (19”) or smaller and includes low-profile tires. Small tire includes automobile, motorcycle, all-terrain vehicle, lawn mower, or golf cart tires.
- b. Large Tire means a tire with a rim sized greater than nineteen inches (19”) and a load rating of “F” or higher, including without limitation a wide-base or extra-wide single tire.
- c. Extra-large Tire means a tire with a load rating of “G” or higher and that, due to its size or construction, is more difficult to process for recycling or disposal other than a large tire and costs substantially more to process than a large tire. Extra-large tire includes without limitation tires used, capable of being used, or designed to be used on any of the following vehicles or equipment: A skid steer loader; excavation equipment; farm implement, including without limitation, a tractor; backhoe; road grader; industrial equipment; skidder; or heavy-duty truck used off-road for mining. The Program may establish additional fees for accepting extra-large tires. Specialty tire shall be included with extra-large tires.

2. Contractor Costs

The per-tire and per-ton costs for collecting, transporting, and processing waste tires to be paid to Contractor from the Used Tire Recycling Fund are agreed to as follows:

- a. Per-Tire Costs
 1. Small Tires w/Transport: \$2.78
 2. Small Tires w/o Transport: \$1.61
 3. Large Tires w/ Transport: \$10.76
 4. Large Tires w/o Transport: \$6.66

- b. Per-Ton Costs
 1. Mixed Loads of Small and Large Tires w/ Transport: \$198
 2. Mixed Loads of Small and Large Tires w/o Transport: \$128
 3. Extra-Large Tires w/ Transport: \$260
 4. Extra-Large Tires w/o Transport: \$180

(Signatures of parties appear on next page.)

District 2 Waste Tire Accountability Program
Contract with Davis Rubber Company, Inc.

EXHIBIT C

Tire Processing Equipment

May 2, 2023

Davis Rubber Company Equipment list

The first 9 pieces of equipment are used to move material and equipment around the site as needed. Loaders and telehandlers are used to load trucks with tire shreds and products. Telehandlers are also used as cranes to help repair and maintain equipment.

| | | | |
|--|--------|------|------|
| Caterpillar forklift | 2p5000 | 2003 | 2003 |
| Ditch Witch skid steer | SK800 | 2017 | 2021 |
| Caterpillar 908H wheel loader | | 2011 | 2011 |
| Caterpillar 924 wheel loader | | 2014 | 2015 |
| Caterpillar 930M wheel loader | | 2021 | 2022 |
| Caterpillar TH 514C telehandler | | 2014 | 2021 |
| Caterpillar Th 560 telehandler | | 2010 | 2013 |
| Caterpillar TH 360B telehandler | | 2009 | 2011 |
| Geni GTH-5519 telehandler | | | 2022 |
| Caterpillar 308E | | 2016 | 2022 |
| excavator with powered thumb attachment. Used to load tires in bulk into tire shredder | | | |
| Caterpillar 314E | | | 2022 |
| excavator with powered thumb attachment. Used to load tires in bulk into tire shredder | | | |

Komatsu PC300LC excavator with Labounty Shear 1993 2020

Used to shear XL tires before further processing or landfilling

Volvo Dump Truck, Yard Truck 2004 2015

Used to move tire material around the yard as needed

On the road trucks. These trucks are used to pull 48' to 53' trailers around the state to collect and bring in tires, to haul product to market and to haul material to the landfill.

Mack Truck with Grapple GR64FT 2021 2020

Mack Truck CXU613 2014 2020

Peterbuilt with Grapple 567 2022 2021

Perterbuilt 567 2020 2021

International 9900 2016 2020

Kenworth T800 2012 2021

Pickup Trucks

GMC ¾ ton pickup truck 2020 2021

Run errands, pull 24 foot trailers if needed

GMC 3/4 ton pickup truck 2021 2023

Run errands, pull 24 foot trailers if needed

Walking floor trailers

Used to collect and transport whole tires to our processing facility, to haul product to market and to haul material to the landfill.

| | | |
|-------------------------|------|------|
| Wilkins Inds. Inc. | 2004 | 2020 |
| Travis Body and Trailer | 2007 | 2020 |
| Travis Body and Trailer | 2006 | 2021 |
| Mac Trailer | 2011 | 2021 |

79each 24 foot trailers

These trailers are pulled with ¾ ton pick up trucks. They are parked at tire stores for waste tires to be loaded in. Once full they are transported to Davis Rubber Company processing facility.

See attached list

Waste Tire Trailers Equipment List

| | Yr. | Make | Model | Vin # | Cost/Value | License Plate | | |
|----|---------|-----------|----------|-------------------|------------|---------------|-----------------|--|
| 1 | 1/2010 | Big Tex | 12PI-24T | 16VPX2426A2348753 | \$ 5,050 | X17728 | | |
| 2 | 1/2010 | Big Tex | 12PI-24T | 16VPX2428A2348754 | \$ 5,050 | X17738 | | |
| 3 | 1/2010 | Big Tex | 12PI-24T | 16VPX2422A2348751 | \$ 5,050 | X17726 | | |
| 4 | 1/2020 | Big Tex | 12PI-24T | 16VPX2420A2348750 | \$ 5,050 | X15522 | | |
| 5 | 5/2010 | Big Tex | 12PI-24T | 16VPX2421A2353083 | \$ 5,006 | | | |
| 6 | 5/2010 | Big Tex | 12PI-24T | 16VPX2429A2353123 | \$ 5,006 | X17737 | | |
| 7 | 5/2010 | Big Tex | 12PI-24T | 16VPX2427A2353122 | \$ 5,006 | No Plate | | |
| 8 | 5/2010 | Big Tex | 12PI-24T | 16VPX2425A2353121 | \$ 5,006 | 48K8005 | Temporary plate | |
| 9 | 5/2010 | Big Tex | 12PI-24T | 16VPX2423A2353120 | \$ 5,006 | X17740 | | |
| 10 | 7/2012 | Big Tex | 12PI-24T | 16VPX2423C2331170 | \$ 4,800 | X19166 | | |
| 11 | 7/2012 | Big Tex | 12PI-24T | 16VPX2429C2331173 | \$ 4,800 | X19167 | | |
| 12 | 7/2012 | Big Tex | 12PI-24T | 16VPX2422C2331175 | \$ 4,800 | X19168 | | |
| 13 | 7/2012 | Big Tex | 12PI-24T | 16VPX2424C2331176 | \$ 4,800 | X19169 | | |
| 14 | 7/2012 | Big Tex | 12PI-24T | 16VPX2426C2331177 | \$ 4,800 | X19165 | | |
| 15 | 11/2012 | Big Tex | 12PI-24T | 16VPX2420C2331174 | \$ 4,800 | X20009 | | |
| 16 | 11/2012 | Big Tex | 12PI-24T | 16VPX2425C2344874 | \$ 4,800 | X20012 | | |
| 17 | 11/2012 | Big Tex | 12PI-24T | 16VPX2427C2344875 | \$ 4,800 | X20011 | | |
| 18 | 11/2012 | Big Tex | 12PI-24T | 16VPX2429C2344876 | \$ 4,800 | X20010 | | |
| 19 | 11/2012 | Big Tex | 12PI-24T | 16VPX2421C2337405 | \$ 4,800 | X20013 | | |
| 20 | 8/2013 | Big Tex | 12PI-24T | 16VPX2423D2390642 | \$ 4,900 | X20484 | | |
| 21 | 8/2013 | Big Tex | 12PI-24T | 16VPX2425D2390643 | \$ 4,900 | X20485 | | |
| 22 | 8/2013 | Big Tex | 12PI-24T | 16VPX2427D2390644 | \$ 4,900 | X20906 | | |
| 23 | 8/2013 | Big Tex | 12PI-24T | 16VPX2429D2390645 | \$ 4,900 | X20907 | | |
| 24 | 12/2013 | Big Tex | 12PI-24T | 16VPX2426E2311126 | \$ 5,065 | X20927 | | |
| 25 | 12/2013 | Big Tex | 12PI-24T | 16VPX2428E2311127 | \$ 5,065 | X20925 | | |
| 26 | 12/2013 | Big Tex | 12PI-24T | 16VPX242XE2311128 | \$ 5,065 | X20926 | | |
| 27 | 12/2013 | Big Tex | 12PI-24T | 16VPX2428E2311130 | \$ 5,065 | X20924 | | |
| 28 | 12/2013 | Big Tex | 12PI-24T | 16VPX242XE2311131 | \$ 5,065 | X20928 | | |
| 29 | 1/2014 | Kraftsman | HG 9 | 5E7HG2420DR001819 | \$ 13,360 | X20920 | | |
| 30 | 1/2014 | Kraftsman | HG 9 | 5E7HG2427DR001820 | \$ 13,360 | X20921 | | |
| 31 | 10/2014 | Big Tex | 12PI-24T | 16VPX2428E2339980 | \$ 5,100 | X21477 | | |
| 32 | 10/2014 | Big Tex | 12PI-24T | 16VPX242XE2339981 | \$ 5,100 | X21476 | | |
| 33 | 1/2015 | Big Tex | 12PI-24T | 16VPX242XF2072018 | \$ 5,215 | X21867 | | |
| 34 | 1/2015 | Big Tex | 12PI-24T | 16VPX2421F2072019 | \$ 5,215 | X21868 | | |
| 35 | 1/2015 | Big Tex | 12PI-24T | 16VPX2428F2072020 | \$ 5,215 | X21869 | | |
| 36 | 1/2015 | Big Tex | 12PI-24T | 16VPX242XF2072021 | \$ 5,215 | X21870 | | |
| 37 | 7/2015 | Big Tex | 12PI-24T | 16VPX2426F2003990 | \$ 5,250 | X22077 | | |
| 38 | 7/2015 | Big Tex | 12PI-24T | 16VPX2428F2003991 | \$ 5,250 | X22076 | | |
| 39 | 3/2016 | Big Tex | 12PI-24T | 16VPX2429G2040159 | \$ 5,250 | X22720 | | |
| 40 | 3/2016 | Big Tex | 12PI-24T | 16VPX2425G2040160 | \$ 5,250 | X22721 | | |
| 41 | 3/2016 | Big Tex | 12PI-24T | 16VPX2427G2040161 | \$ 5,250 | X22722 | | |
| 42 | 3/2016 | Big Tex | 12PI-24T | 16VPX2429G2040162 | \$ 5,250 | X22719 | | |
| 43 | 10/2016 | Big Tex | 12PI-24T | 16VPX2425H2001585 | \$ 5,215 | X23532 | | |
| 44 | 10/2016 | Big Tex | 12PI-24T | 16VPX2427H2001586 | \$ 5,215 | X23531 | | |
| 45 | 10/2016 | Big Tex | 12PI-24T | 16VPX2429H2001587 | \$ 5,215 | X23533 | | |
| 46 | 10/2016 | Big Tex | 12PI-24T | 16VPX2420H2001588 | \$ 5,215 | X23534 | | |
| | | | | | \$ 248,295 | | | |

| Year | Make | Model | Style | VIN # | Purchase Price |
|------|---------|-----------------------|------------|-------------------|----------------|
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242782313598 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242X82308098 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242482309573 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242682309574 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242282310530 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242682310532 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242782310538 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242X82310584 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242882310589 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242182310595 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242382310536 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242582310523 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242782310524 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242282310527 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242982310525 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242682310529 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242X82310520 | |
| 2012 | SUPP | G & G TRAILER | MINIMUM 20 | 51N8F2427CT111119 | |
| 2012 | BIG TEX | TRAILER | MINIMUM 20 | 16VPX2427C2331172 | |
| 2012 | BIG TEX | TRAILER | MINIMUM 20 | 16VPX2428C2331178 | |
| 2012 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242XC2331179 | |
| 2012 | SUPP | G & G TRAILER | MINIMUM 20 | 51N8F2429CT111114 | |
| | | | | | |
| | | | | | |
| 2015 | SUPP | BIG TEX 12' TANDEM A) | MINIMUM 20 | 16VNX1222F2096909 | |

| Year | Make | Model | Style | VIN # | Purchase Price |
|------|------|---------------------|-------------|-------------------|----------------|
| 2005 | SUPP | 24' HD RAIL TRLR | MINIMUM 100 | 5FLRP242X58111111 | |
| 2005 | SUPP | 24' TRAILER | MINIMUM 20 | 5FLRP242X58204204 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242182310521 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242482310531 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16UPX242082310526 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16UPX242482310528 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242582310537 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242982313599 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242582313597 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242182313595 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242382313596 | |

Processing Equipment

IDM R-110 200 horse power Hydraulic Shredder 2013 2013

Used to shred small, large and Extra Large tires one pass.

Davis Manufactured Infeed conveyor 2015 2015

Feeds whole tires into shredder

Davis Manufactured Infeed conveyor 2015 2015

Feeds whole tires into shredder

Davis Manufactured discharge conveyor 2015 2015

Carries shreds away from shredder

Davis Manufactured discharge conveyor 2015 2015

Carries shreds away from shredder

Davis Manufactured discharge conveyor 2015 2015

Carries shreds away from shredder

Jomar TC-500 Tire Shredder 2022 2022

Used to shred whole small and whole large tires plus one pass shreds from other shredders. Internal screen allows you to make smaller shreds that are then processed further.

Jomar Infeed conveyor 2022 2022

Allows you to feed tires one at a time or in bulk to the TC-500 shredder

Jomar discharge conveyor 2022 2022

Carries tire shreds away from the shredder

| | | |
|--|------|------|
| 5 Drum magnets | 2015 | 2015 |
| Used to pick tire wire out of a stream of ground tire material. | | |
| 3 eriez shaker tables | 2015 | 2015 |
| Used to help separate tire wire from ground tire material. | | |
| 2 head pully magnets | 2015 | 2015 |
| Used to help separate tire wire from ground tire material. | | |
| 2 bucket elevators | 2015 | 2015 |
| Used to move shredded tire material to a higher level for further separation | | |
| 1 Rotex Screener | 2015 | 2015 |
| Used to sort tire rubber into different sizes | | |
| 1 Alan Ross Crossbelt Magnet | 2015 | 2015 |
| Used to remove tire wire from rubber | | |
| 1 Davis manufactured infeed hopper | 2000 | 2000 |
| Stores rubber material and feeds it out at a controlled rate | | |
| 1 Painter Auger | 2017 | 2017 |
| Used to paint rubber products | | |
| 1 Dryer Davis Manufactured | 2017 | 2017 |
| Used to dry painted rubber products before bagging | | |
| 1 Dryer Conveyor | 2017 | 2017 |
| Used to dry painted rubber products before bagging | | |

In Witness Whereof, the parties have hereunto set their hands:

Davis Rubber Company, Inc.

Davis Rubber Company, Inc.

By: Roger Davis, President

By: Phillip Davis, Vice President

Date:_____

Date:_____

District 2 Waste Tire Accountability Program

By: Barry Hyde, Chairman

Date:_____

By: Craig Douglass, Executive Director

Date:_____



CONTRACT TIRE COLLECTION, TRANSPORT, AND PROCESSING

THIS CONTRACT, which shall be effective _____, 2023, is entered into by and between Davis Rubber Company, Inc. (Contractor), and the District 2 Waste Tire Accountability Program, governed by its Waste Tire Accountability Board (Board), for the operation of a Waste Tire Accountability Program to be managed and administered by the Pulaski County Regional Solid Waste Management District (Program).

1. General Conditions. Contractor agrees to operate the Program, complying fully with applicable Arkansas statutes, and Arkansas Pollution Control and Ecology Commission Regulation 36, promulgated by the Division of Environmental Quality, hereinafter referred to as "DEQ."
2. District 2 Waste Tire Accountability Program. Pursuant to Section 6(2)(B), Arkansas Code § 8-9-410, District 2 consists of the following counties: Cleburne, Clay, Craighead, Crittenden, Cross, Faulkner, Fulton, Greene, Independence, Izard, Jackson, Lawrence, Mississippi, Poinsett, Pulaski, Randolph, Sharp, Stone, White, and Woodruff.
3. Interlocal Agreements. Pursuant to Section 6(c)(2)(d), Arkansas Code § 8-9-410, Programs may enter into inter-local agreements to determine the highest level of efficiency regarding tire processing. As stated in Resolution 2023-01, adopted by the Board on June 7, 2023, District 2 and District 4 agree District 2 shall manage the collection, transport, and processing of waste tires in Lonoke, Prairie, Monroe, St. Francis, and Lee Counties; and as stated in Resolution 2023-01, adopted by the Board on June 14, 2023, District 2 and District 3 agree District 2 shall manage the collection, transport, and processing of waste tires in Saline and Hot Spring Counties.
4. Waste Tire Collection Centers. Contractor accepts responsibility and liability for waste tires at the time they are deposited at the Program's Waste Tire Collection Centers (Center[s]) during hours in which the Centers are open for business.

Program will provide oversight of the permitted Centers and shall ensure that they are in or effectively comply with Regulation 36, Chapter 15, Tire Collection Centers (36.1501). Contractor shall routinely observe, record, and provide to the Program all information necessary to ensure proper operation of the Centers. Program with Contractor's assistance agrees to post signs at each permitted Center location that clearly indicate the days and hours the Centers are open for business, contact information including the Program's website and telephone number, and warning that illegal dumping will be investigated and prosecuted. The Program will coordinate with the Contractor and will be responsible for the design, language, location, and cost of appropriate signage. A list of current permitted Centers is attached hereto, subject to change. (See EXHIBIT A)

The Program is responsible for providing to the Contractor the name and location of a minimum of one Tire Collection Center in each of the counties comprising the Program area, including counties comprising the inter-local agreements, with the Program recommending the addition of Centers per county as volume requires. Contractor may appeal to the Program the location of Centers requested per county on a case-by-case basis. In considering such appeals, the Program shall confer with the Board and obtain a solution that accommodates the volume of waste tires within that county.

Contractor and Program acknowledge that the location of Centers may change during the term of this Contract. If Program or Contractor is notified by a Center that the Center wishes to terminate their agreement to act as a Collection Center, closure of that Center will not occur until thirty (30) days after said notice. Program and Contractor agree that thirty (30)-days' notice is necessary to properly inform tire generators and the public in which the Center is located. Contractor agrees to obtain Program's approval of a new location or re-location of a Center. Program agrees to approve or deny the establishment of a newly located Center(s) within the thirty (30)-day closure notice period.

5. Waste Tire Volumes. Contractor shall provide to the Program the volume of waste tires collected at each Center. Waste tire volumes shall be reported to the Program monthly. Reporting and accountability of monthly waste tire volumes shall be contained on paper manifests, as required by Regulation 36. Contractor shall be responsible for ensuring that all paper manifest data provided to the Program accurately documents information related to the type, collection, transportation, distribution, recycling, and disposal of recyclable tires, waste tires, and used tires culled for re-sale. Program shall be responsible for timely and

accurate data entry and shall perform duties consistent with the requirements of Regulation 36 for the use of paper manifests and will be responsible for costs associated with data entry and the supply of paper manifest forms.

6. Rejection of Collected Waste Tires. Waste tires submitted on manifests from Centers or tire retailers to the Contractor without a Waste Tire Number shall not be collected. Likewise, waste tires submitted on manifests from Centers or tire retailers to the Contractor for fee-paid tires that do not indicate money was collected from the Center or tire retailer shall not be collected. No waste tires shall be collected from Centers or retailers without a properly completed manifest, including the Center's or the retailer's Waste Tire Number.

7. Processing and Recycling. A processed tire shall be defined consistent with Regulation 36, Chapter 2 Definitions (36.201). Contractor shall finance, construct, operate, and maintain a waste tire processing facility. The processing facility shall be sufficient in design and capacity to process for recycling or disposal a minimum of one million (1,000,000) tires per 12-month period. Classes of tires shall be defined as Small, Large, and Extra Large consistent with Regulation 36, Chapter 2 Definitions (36.201). Contractor shall be responsible for obtaining all permits and regulatory approvals for the processing facility. Contractor may process waste tires other than those collected through the Program and shall ensure that only Program-related tires are represented on the manifests. Contractor agrees that waste tires collected through the Program will be processed and recycled on site achieving a minimum fifty percent (50%) recycling rate, and that landfilling or mono-filling of waste tires collected through the Program shall not exceed fifty percent (50%). Exceptions to the above prohibition of landfilling or mono-filling of waste tires due to equipment failure, Force Majeure, or other unforeseen processing- or reimbursement- or payment-related circumstances, may be granted on a case-by-case basis by the Program.

Contractor agrees to obtain Program's approval on a case-by-case basis for temporary stockpiling of waste tires and waste tire parts and scraps when an end-user cannot take immediate delivery of the waste tire materials. Upon the effective date of this Contract, Contractor shall identify Program-related waste tires and waste tire parts and scraps over and above the thirty (30) times the Contractor's daily processing capacity that the Contractor has stockpiled and will provide to the Program within thirty (30) days of the effective date of this Contract a plan for the processing of said stockpiles.

Contractor shall agree to a maximum level of stockpiling of no more than said thirty (30) times the daily capacity of the processing equipment used as set forth in Regulation 36 Section Storage (36.1602), including signage that indicates the type of tire in the tire storage areas. Contractor shall provide to the Program any equipment upgrades necessary to ensure the agreed-upon recycling rate. Equipment upgrades may be covered in a separate agreement or a grant application and agreement between Contractor and the Program.

Contractor agrees to a minimum maintenance schedule of no less than six (6) times per twelve (12)-month period on each piece of equipment necessary to maintain the agreed-upon minimum annual recycling rate. Contractor shall provide to the Program on each anniversary date of the Contract a maintenance schedule. The maintenance schedule shall include a description of each piece of equipment necessary to maintain the minimum annual recycling rate and subject to the schedule. A maintenance accountability report shall be submitted to the Program within thirty (30) days of the anniversary dates of the Contract and reported to the Board at their next regularly scheduled meeting. Equipment in use for recycling waste tires shall be contained on a list attached to this Contract, and shall be updated on January 1 of each contract year. (See EXHIBIT C)

8. Per-Tire or Per-Ton Rates and Monthly Invoicing. Contractor shall invoice Program monthly for waste tires collected and processed, as accounted for on paper manifests. Only manifests with Waste Tire Numbers shall be accepted by the Program. Waste tire manifests shall accompany Contractor's monthly invoice. Program shall be billed on a per-tire or per-ton basis for Small, Large, and Extra-Large tires based on the cost per tire or per ton proposed by the Contractor and agreed to by the Program and the Board. The cost per tire or per ton shall be consistent with the approved reimbursement costs contained in the Program business plan or any subsequent revised business plan submitted to and approved by DEQ and reviewed by the Arkansas Legislative Council (ALC). (See EXHIBIT B)
9. Payment. Program will compensate Contractor monthly with funds from the Used Tire Recycling Fund based upon manifest-supported invoices submitted by Contractor. Only manifests with Waste Tire Numbers shall be accepted by the Program for payment. All payments from the Program to the Contractor shall come exclusively from the Used Tire Recycling Fund. There is no liability for such payment from other funds and resources of the Program. If no Used Tire Recycling Funds are received by the Program, this Contract will be automatically

suspended until such time as funds are received. In no event will Program be obligated to compensate Contractor if no Used Tire Recycling Funds are available. Program may choose to pay Contractor from reserve funds, if any.

Any fees collected by Contractor for disposal shall be remitted to the Program. Only the costs for transport and processing of waste tires that are supported by properly filled-out paper manifests shall be approved for payment to the Contractor by the Program.

10. Maximum Compensation. In no event shall the total compensation due Contractor exceed the amount of reimbursement funds obtained by the Program from the Used Tire Recycling Fund for the Program's previous quarter's submitted reimbursement requests. Program may choose to compensate Contractor from reserve funds, if any.
11. Additional Compensation. In the event at any time after June 15, 2023, Davis contracts with a private entity paying to Davis fees or any other form of compensation, including the reduction in cost of operations, Davis will notify the Program of the private-entity agreement and share same with the Program. Upon such event, the Program will determine at its discretion, based on per-tire or per-ton costs contained herein, if the compensation paid to Davis should be re-negotiated or otherwise revised. Cost of operation includes but is not limited to the cost associated with landfilling waste tires.
12. Performance Audit and Financial Audit. Districts may require Program-related Contractor records for purposes of monitoring Program performance and for conducting Program financial audits.
13. Term of Contract. The term of this Contract shall be _____, 2023, through June 30, 2028. The contract shall not be in force unless and until a business plan, as defined by Arkansas Pollution Control and Ecology Commission Regulation 36, submitted to DEQ and reviewed by ALC, including the per-tire and per-ton rates contained herein, is approved by both DEQ and ALC.
14. Contract Extension. The contract may be revised and extended upon agreement of all parties not to exceed two (2), two (2)-year periods.

15. Termination of Contract. If Contractor's performance under this Contract is found to be deficient, or if Contractor fails to fulfill any portion of the Contractor's agreed-upon responsibilities, Program will notify Contractor of the deficiency and Contractor shall have thirty (30) days to correct it. If Contractor fails to correct the deficiency in a thirty (30)-day period, Program may terminate this Contract by giving a thirty (30)-day notice in writing to the Contractor. Notice shall be given by certified mail, return receipt requested. Services under this Contract are automatically postponed if reimbursement funds are depleted prior to the end of the term of the contract until the Program receives an additional disbursement from the Used Tire Recycling Fund. Further, the Contract terminates with no liability to the Program, or to the counties and municipalities within the Program, if the Program does not receive reimbursement funds, or if the Program ceases to exist.
16. Contractor Indemnity. Contractor agrees that to the extent requirements apply for reclamation of tires and tire components, it shall complete the same in compliance with all Federal, State, and local requirements and shall keep in full force and effect all local, state, and federal permits necessary or required to conduct such operations. Upon receipt of the tires into the possession of Contractor, Contractor agrees to indemnify Program, counties, and municipalities within the Program from any and all claims for the wrongful disposal or disposition of waste tires.
17. Authorization to Execute This Contract. The Director of the Program and the Chair of the Program are authorized to execute this agreement on behalf of the Program Board upon a majority of the Board membership agreeing to the provisions of this contract.
18. Force Majeure. The performance of this contract shall be delayed for so long as acts of God or other events, such as floods, labor strikes, wars, and other such catastrophes or natural disasters, beyond the control of either party hereto prevent the performance thereof. However, such events shall only delay the performance of the contract and shall not terminate the contract unless the circumstances are such that the continued performance is rendered unfeasible.

EXHIBIT A

Collection Centers

(subject to change)

| | |
|--------------|---|
| Clay | Clay Co. Road Dept. 2643 Heritage Park Rd. Piggott, AR 72454 |
| Cleburne | Cleburne Co. Transfer Station 154 Libby Rd. Heber Springs, AR 72543 |
| Crittenden | Crittenden Co. Road Dept. 2349 Hwy. 64 W Marion, AR 72364 |
| Craighead | Legacy Landfill 238 CR Rd. 476 Jonesboro, AR 72404 |
| Cross | Cross Co. Road Dept. 1730 AR-193 Wynne, AR 72396 |
| Faulkner | Conway City Landfill 4550 Hwy. 64 W Conway, AR 72033 |
| Fulton | Main St. Tire & Auto 251 N. Main St. Salem, AR 72576 |
| Greene | Northeast Ark. Regional Landfill 1810 Greene-890 Rd. Paragould, AR 72451 |
| Hot Spring | K&A Tires and More 628 E. Page Ave. Malvern, AR 72104 |
| Independence | Ken's Firestone District 2 Waste Tire Accountability Program Contract with Davis Rubber Company, Inc. |

1316 E. Main St.
Batesville, AR 72501

| | |
|-------------|---|
| Izard | Izard Co. Yard 9 Timber Lane Melbourne, AR 72556 |
| Jackson | Newport City Yard 420 Morris Ave. Newport, AR 72112 |
| Lawrence | Lawrence Co. Rd. Dept. 1776 Hwy. 67 Hoxie, AR 72433 |
| Lee | Lee Co. Road Dept. 529 Hwy. 243 Marianna, AR 72360 |
| Lonoke | Lonoke Tire & Lube 808 N. Center St. Lonoke, AR 72086 |
| Mississippi | Mississippi Co. Landfill 1695 E. County Rd. 506 Luxora, AR 72358 |
| Poinsett | Poinsett County Landfill 704 N. East St. Harrisburg, AR 72403 |
| Prairie | Harvey's Garage 1905 Main St. Des Arc, AR 72086 |
| Pulaski | Davis Rubber Co. 1800 E. 14 th St. Little Rock, AR 72203 |
| Randolph | Randolph Co. Transfer Station 145 Landfill Rd. Pocahontas, AR 72455 |
| Saline | Republic Landfill |

18511 W. Sardis Rd.
Benton, AR 72011

| | |
|-------------|--|
| Sharp | Sharp Co. Road Dept. 2 Progress Lane Ash Flat, AR 72513 |
| St. Francis | NEARCO 604 MLK Dr. Madison, AR 72359 |
| Stone | Mt. View Transfer Station 164 Recycle Rd. Mt. View, AR 72560 |
| White | White River Reclamation 220 Conway Rd. Bald Knob, AR 72010 |
| Woodruff | Woodruff Co. Yard 997 Poplar McCrary, AR 72101 |

(Retailers in the District may request waste tires for collection on a case-by-case basis, as approved by the Program's Waste-Tire Coordinator.)

EXHIBIT B

Tire Definitions and Contractor Processing Charges

1. Tire Definitions

- a. Small Tire means a tire that has a load rating of “F” or lower and a rim size of nineteen inches (19”) or smaller and includes low-profile tires. Small tire includes automobile, motorcycle, all-terrain vehicle, lawn mower, or golf cart tires.
- b. Large Tire means a tire with a rim sized greater than nineteen inches (19”) and a load rating of “F” or higher, including without limitation a wide-base or extra-wide single tire.
- c. Extra-large Tire means a tire with a load rating of “G” or higher and that, due to its size or construction, is more difficult to process for recycling or disposal other than a large tire and costs substantially more to process than a large tire. Extra-large tire includes without limitation tires used, capable of being used, or designed to be used on any of the following vehicles or equipment: A skid steer loader; excavation equipment; farm implement, including without limitation, a tractor; backhoe; road grader; industrial equipment; skidder; or heavy-duty truck used off-road for mining. The Program may establish additional fees for accepting extra-large tires. Specialty tire shall be included with extra-large tires.

2. Contractor Costs

The per-tire and per-ton costs for collecting, transporting, and processing waste tires to be paid to Contractor from the Used Tire Recycling Fund are agreed to as follows:

- a. Per-Tire Costs
 1. Small Tires w/Transport: \$2.78
 2. Small Tires w/o Transport: \$1.61
 3. Large Tires w/ Transport: \$10.76
 4. Large Tires w/o Transport: \$6.66

- b. Per-Ton Costs
 1. Mixed Loads of Small and Large Tires w/ Transport: \$198
 2. Mixed Loads of Small and Large Tires w/o Transport: \$128
 3. Extra-Large Tires w/ Transport: \$260
 4. Extra-Large Tires w/o Transport: \$180

(Signatures of parties appear on next page.)

District 2 Waste Tire Accountability Program
Contract with Davis Rubber Company, Inc.

EXHIBIT C

Tire Processing Equipment

May 2, 2023

Davis Rubber Company Equipment list

The first 9 pieces of equipment are used to move material and equipment around the site as needed. Loaders and telehandlers are used to load trucks with tire shreds and products. Telehandlers are also used as cranes to help repair and maintain equipment.

| | | | |
|--|--------|------|------|
| Caterpillar forklift | 2p5000 | 2003 | 2003 |
| Ditch Witch skid steer | SK800 | 2017 | 2021 |
| Caterpillar 908H wheel loader | | 2011 | 2011 |
| Caterpillar 924 wheel loader | | 2014 | 2015 |
| Caterpillar 930M wheel loader | | 2021 | 2022 |
| Caterpillar TH 514C telehandler | | 2014 | 2021 |
| Caterpillar Th 560 telehandler | | 2010 | 2013 |
| Caterpillar TH 360B telehandler | | 2009 | 2011 |
| Geni GTH-5519 telehandler | | | 2022 |
| Caterpillar 308E | | 2016 | 2022 |
| excavator with powered thumb attachment. Used to load tires in bulk into tire shredder | | | |
| Caterpillar 314E | | | 2022 |
| excavator with powered thumb attachment. Used to load tires in bulk into tire shredder | | | |

Komatsu PC300LC excavator with Labounty Shear 1993 2020

Used to shear XL tires before further processing or landfilling

Volvo Dump Truck, Yard Truck 2004 2015

Used to move tire material around the yard as needed

On the road trucks. These trucks are used to pull 48' to 53' trailers around the state to collect and bring in tires, to haul product to market and to haul material to the landfill.

Mack Truck with Grapple GR64FT 2021 2020

Mack Truck CXU613 2014 2020

Peterbuilt with Grapple 567 2022 2021

Perterbuilt 567 2020 2021

International 9900 2016 2020

Kenworth T800 2012 2021

Pickup Trucks

GMC ¾ ton pickup truck 2020 2021

Run errands, pull 24 foot trailers if needed

GMC 3/4 ton pickup truck 2021 2023

Run errands, pull 24 foot trailers if needed

Walking floor trailers

Used to collect and transport whole tires to our processing facility, to haul product to market and to haul material to the landfill.

| | | |
|-------------------------|------|------|
| Wilkins Inds. Inc. | 2004 | 2020 |
| Travis Body and Trailer | 2007 | 2020 |
| Travis Body and Trailer | 2006 | 2021 |
| Mac Trailer | 2011 | 2021 |

79each 24 foot trailers

These trailers are pulled with ¾ ton pick up trucks. They are parked at tire stores for waste tires to be loaded in. Once full they are transported to Davis Rubber Company processing facility.

See attached list

Waste Tire Trailers Equipment List

| | Yr. | Make | Model | Vin # | Cost/Value | License Plate | |
|----|---------|-----------|----------|-------------------|------------|---------------|-----------------|
| 1 | 1/2010 | Big Tex | 12PI-24T | 16VPX2426A2348753 | \$ 5,050 | X17728 | |
| 2 | 1/2010 | Big Tex | 12PI-24T | 16VPX2428A2348754 | \$ 5,050 | X17738 | |
| 3 | 1/2010 | Big Tex | 12PI-24T | 16VPX2422A2348751 | \$ 5,050 | X17726 | |
| 4 | 1/2020 | Big Tex | 12PI-24T | 16VPX2420A2348750 | \$ 5,050 | X15522 | |
| 5 | 5/2010 | Big Tex | 12PI-24T | 16VPX2421A2353083 | \$ 5,006 | | |
| 6 | 5/2010 | Big Tex | 12PI-24T | 16VPX2429A2353123 | \$ 5,006 | X17737 | |
| 7 | 5/2010 | Big Tex | 12PI-24T | 16VPX2427A2353122 | \$ 5,006 | No Plate | |
| 8 | 5/2010 | Big Tex | 12PI-24T | 16VPX2425A2353121 | \$ 5,006 | 48K8005 | Temporary plate |
| 9 | 5/2010 | Big Tex | 12PI-24T | 16VPX2423A2353120 | \$ 5,006 | X17740 | |
| 10 | 7/2012 | Big Tex | 12PI-24T | 16VPX2423C2331170 | \$ 4,800 | X19166 | |
| 11 | 7/2012 | Big Tex | 12PI-24T | 16VPX2429C2331173 | \$ 4,800 | X19167 | |
| 12 | 7/2012 | Big Tex | 12PI-24T | 16VPX2422C2331175 | \$ 4,800 | X19168 | |
| 13 | 7/2012 | Big Tex | 12PI-24T | 16VPX2424C2331176 | \$ 4,800 | X19169 | |
| 14 | 7/2012 | Big Tex | 12PI-24T | 16VPX2426C2331177 | \$ 4,800 | X19165 | |
| 15 | 11/2012 | Big Tex | 12PI-24T | 16VPX2420C2331174 | \$ 4,800 | X20009 | |
| 16 | 11/2012 | Big Tex | 12PI-24T | 16VPX2425C2344874 | \$ 4,800 | X20012 | |
| 17 | 11/2012 | Big Tex | 12PI-24T | 16VPX2427C2344875 | \$ 4,800 | X20011 | |
| 18 | 11/2012 | Big Tex | 12PI-24T | 16VPX2429C2344876 | \$ 4,800 | X20010 | |
| 19 | 11/2012 | Big Tex | 12PI-24T | 16VPX2421C2337405 | \$ 4,800 | X20013 | |
| 20 | 8/2013 | Big Tex | 12PI-24T | 16VPX2423D2390642 | \$ 4,900 | X20484 | |
| 21 | 8/2013 | Big Tex | 12PI-24T | 16VPX2425D2390643 | \$ 4,900 | X20485 | |
| 22 | 8/2013 | Big Tex | 12PI-24T | 16VPX2427D2390644 | \$ 4,900 | X20906 | |
| 23 | 8/2013 | Big Tex | 12PI-24T | 16VPX2429D2390645 | \$ 4,900 | X20907 | |
| 24 | 12/2013 | Big Tex | 12PI-24T | 16VPX2426E2311126 | \$ 5,065 | X20927 | |
| 25 | 12/2013 | Big Tex | 12PI-24T | 16VPX2428E2311127 | \$ 5,065 | X20925 | |
| 26 | 12/2013 | Big Tex | 12PI-24T | 16VPX242XE2311128 | \$ 5,065 | X20926 | |
| 27 | 12/2013 | Big Tex | 12PI-24T | 16VPX2428E2311130 | \$ 5,065 | X20924 | |
| 28 | 12/2013 | Big Tex | 12PI-24T | 16VPX242XE2311131 | \$ 5,065 | X20928 | |
| 29 | 1/2014 | Kraftsman | HG 9 | 5E7HG2420DR001819 | \$ 13,360 | X20920 | |
| 30 | 1/2014 | Kraftsman | HG 9 | 5E7HG2427DR001820 | \$ 13,360 | X20921 | |
| 31 | 10/2014 | Big Tex | 12PI-24T | 16VPX2428E2339980 | \$ 5,100 | X21477 | |
| 32 | 10/2014 | Big Tex | 12PI-24T | 16VPX242XE2339981 | \$ 5,100 | X21476 | |
| 33 | 1/2015 | Big Tex | 12PI-24T | 16VPX242XF2072018 | \$ 5,215 | X21867 | |
| 34 | 1/2015 | Big Tex | 12PI-24T | 16VPX2421F2072019 | \$ 5,215 | X21868 | |
| 35 | 1/2015 | Big Tex | 12PI-24T | 16VPX2428F2072020 | \$ 5,215 | X21869 | |
| 36 | 1/2015 | Big Tex | 12PI-24T | 16VPX242XF2072021 | \$ 5,215 | X21870 | |
| 37 | 7/2015 | Big Tex | 12PI-24T | 16VPX2426F2003990 | \$ 5,250 | X22077 | |
| 38 | 7/2015 | Big Tex | 12PI-24T | 16VPX2428F2003991 | \$ 5,250 | X22076 | |
| 39 | 3/2016 | Big Tex | 12PI-24T | 16VPX2429G2040159 | \$ 5,250 | X22720 | |
| 40 | 3/2016 | Big Tex | 12PI-24T | 16VPX2425G2040160 | \$ 5,250 | X22721 | |
| 41 | 3/2016 | Big Tex | 12PI-24T | 16VPX2427G2040161 | \$ 5,250 | X22722 | |
| 42 | 3/2016 | Big Tex | 12PI-24T | 16VPX2429G2040162 | \$ 5,250 | X22719 | |
| 43 | 10/2016 | Big Tex | 12PI-24T | 16VPX2425H2001585 | \$ 5,215 | X23532 | |
| 44 | 10/2016 | Big Tex | 12PI-24T | 16VPX2427H2001586 | \$ 5,215 | X23531 | |
| 45 | 10/2016 | Big Tex | 12PI-24T | 16VPX2429H2001587 | \$ 5,215 | X23533 | |
| 46 | 10/2016 | Big Tex | 12PI-24T | 16VPX2420H2001588 | \$ 5,215 | X23534 | |
| | | | | | \$ 248,295 | | |

| Year | Make | Model | Style | VIN # | Purchase Price |
|------|---------|-----------------------|------------|-------------------|----------------|
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242782313598 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242X82308098 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242482309573 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242882909574 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242282310530 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242682310532 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242782310538 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242X82310584 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242882310589 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242182310595 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242382310536 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242582310523 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242782310524 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242282310527 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242982310525 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242682310529 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242X82310520 | |
| 2012 | SUPP | G & G TRAILER | MINIMUM 20 | 51N8F2427CT111119 | |
| 2012 | BIG TEX | TRAILER | MINIMUM 20 | 16VPX2427C2331172 | |
| 2012 | BIG TEX | TRAILER | MINIMUM 20 | 16VPX2428C2331178 | |
| 2012 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242XC2331179 | |
| 2012 | SUPP | G & G TRAILER | MINIMUM 20 | 51N8F2429CT111114 | |
| | | | | | |
| | | | | | |
| 2015 | SUPP | BIG TEX 12' TANDEM A) | MINIMUM 20 | 16VNX1222F2096909 | |

| Year | Make | Model | Style | VIN # | Purchase Price |
|------|------|---------------------|-------------|-------------------|----------------|
| 2005 | SUPP | 24' HD RAIL TRLR | MINIMUM 100 | 5FLRP242X58111111 | |
| 2005 | SUPP | 24' TRAILER | MINIMUM 20 | 5FLRP242X58204204 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242182310521 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16VPX242482310531 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16UPX242082310526 | |
| 2008 | SUPP | BIG TEX TRAILER | MINIMUM 20 | 16UPX242482310528 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242582310537 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242982313599 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242582313597 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242182313595 | |
| 2008 | SUPP | BIG TEX 24' TRAILER | MINIMUM 20 | 16VPX242382313596 | |

Processing Equipment

IDM R-110 200 horse power Hydraulic Shredder 2013 2013

Used to shred small, large and Extra Large tires one pass.

Davis Manufactured Infeed conveyor 2015 2015

Feeds whole tires into shredder

Davis Manufactured Infeed conveyor 2015 2015

Feeds whole tires into shredder

Davis Manufactured discharge conveyor 2015 2015

Carries shreds away from shredder

Davis Manufactured discharge conveyor 2015 2015

Carries shreds away from shredder

Davis Manufactured discharge conveyor 2015 2015

Carries shreds away from shredder

Jomar TC-500 Tire Shredder 2022 2022

Used to shred whole small and whole large tires plus one pass shreds from other shredders. Internal screen allows you to make smaller shreds that are then processed further.

Jomar Infeed conveyor 2022 2022

Allows you to feed tires one at a time or in bulk to the TC-500 shredder

Jomar discharge conveyor 2022 2022

Carries tire shreds away from the shredder

| | | |
|--|------|------|
| 5 Drum magnets | 2015 | 2015 |
| Used to pick tire wire out of a stream of ground tire material. | | |
| 3 eriez shaker tables | 2015 | 2015 |
| Used to help separate tire wire from ground tire material. | | |
| 2 head pully magnets | 2015 | 2015 |
| Used to help separate tire wire from ground tire material. | | |
| 2 bucket elevators | 2015 | 2015 |
| Used to move shredded tire material to a higher level for further separation | | |
| 1 Rotex Screener | 2015 | 2015 |
| Used to sort tire rubber into different sizes | | |
| 1 Alan Ross Crossbelt Magnet | 2015 | 2015 |
| Used to remove tire wire from rubber | | |
| 1 Davis manufactured infeed hopper | 2000 | 2000 |
| Stores rubber material and feeds it out at a controlled rate | | |
| 1 Painter Auger | 2017 | 2017 |
| Used to paint rubber products | | |
| 1 Dryer Davis Manufactured | 2017 | 2017 |
| Used to dry painted rubber products before bagging | | |
| 1 Dryer Conveyor | 2017 | 2017 |
| Used to dry painted rubber products before bagging | | |

In Witness Whereof, the parties have hereunto set their hands:

Davis Rubber Company, Inc.

Davis Rubber Company, Inc.

By: Roger Davis, President

By: Phillip Davis, Vice President

Date:_____

Date:_____

District 2 Waste Tire Accountability Program

By: Barry Hyde, Chairman

Date:_____

By: Craig Douglass, Executive Director

Date:_____

Inter District Waste Tire Program
Profit & Loss
January through December 2022

| | <u>Jan - Dec 22</u> |
|---------------------------------|-----------------------------|
| Ordinary Income/Expense | |
| Income | |
| 5004 · ADEQ - Waste Tire Grant | 2,766,166.93 |
| 5009 · Bank Interest | 544.79 |
| | <hr/> |
| Total Income | 2,766,711.72 |
| Expense | |
| 5099 · Administrative Set Aside | 438,860.90 |
| 6106 · Bank Service Charge | 440.00 |
| 6190 · Miscellaneous | 10,840.00 |
| 6310 · Waste Tire Contractor | 1,902,917.91 |
| 6999 · Reserve | 407,314.51 |
| | <hr/> |
| Total Expense | 2,760,373.32 |
| Net Ordinary Income | <hr/> 6,338.40 |
| Net Income | <hr/> 6,338.40 <hr/> |

RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD
OF
DISTRICT 2 TIRE ACCOUNTABILITY BOARD
AUTHORIZING INTERLOCAL AGREEMENTS

WHEREAS, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the “Act”), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 2 consisting of the following counties: Fulton, Sharp, Randolph, Clay, Izard, Lawrence, Greene, Stone, Independence, Jackson, Craighead, Mississippi, Cleburne, Faulkner, White, Poinsett, Woodruff, Cross, Pulaski, and Crittenden (“**District 2**”);

WHEREAS, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the “Act”), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 3 consisting of the following counties: Polk, Montgomery, Sevier, Howard, Pike, Clark, Little River, Hempstead, Nevada, Miller, Lafayette, Saline, Dallas, Ouachita, Union, Garland, Hot Spring, and Columbia (“**District 3**”);

WHEREAS, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the “Act”), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 4 consisting of the following counties: Grant, Jefferson, Arkansas, Phillips, Cleveland, Lincoln, Desha, Calhoun, Bradley, Drew, Ashley, Lonoke, Prairie, Monroe, St. Francis, Lee, and Chicot (“**District 4**”);

WHEREAS, the Act provides that respective Districts may enter into an interlocal agreement to determine the highest level of efficiency regarding tire processing in their respective used tire programs;

NOW, THEREFORE LET IT BE RESOLVED THAT THE TIRE ACCOUNTABILITY BOARD OF DISTRICT 2 HEREBY RESOLVED AS FOLLOWS:

RESOLVED, District 2 hereby authorizes and approves an interlocal agreement, as allowed under the Act, with District 4 whereby the waste tires in the counties of Lonoke, Prairie, Monroe, St. Francis, and Lee shall be managed by District 2 to ensure the highest level of efficiency for transportation and processing of waste tires collected in the identified counties located within the designated area for District 4;

RESOLVED, District 2 hereby authorizes and approves an interlocal agreement, as allowed under the Act, with District 3 whereby the waste tires in the counties of Saline and Hot Spring shall be managed by District 2 to ensure the highest level of efficiency for

transportation and processing of waste tires collected in the identified counties located within the designated area for District 3;

RESOLVED, any and all expenses associated with the preparation and implementation of the interlocal agreements authorized hereunder shall be the responsibility of and included in the Business Plan of District 2;

RESOLVED, the undersigned Executive Director of District 2 is hereby authorized to take such actions and execute such documents as deemed necessary and proper to carry out the interlocal agreements authorized herein; and

RESOLVED, the actions of the undersigned Executive Director of District 2 taken prior to the passage of this Resolution that have been taken in furtherance of the interlocal agreement authorized herein are hereby ratified.

ADOPTED:

DATE: 6-14-23

APPROVED:

Barry Hyde
By: Barry Hyde
Title: Board Chair

ATTEST:

John Alan Nelson
By: John Alan Nelson Mississippi County Judge
Title: Board Secretary

ACKNOWLEDGED:

Craig Douglass
Craig Douglass, Executive Director

Business Plan (TAP-12)

version 1.7

(Submission #: HPV-VW3E-TCHM8, version 2)

Details

Submitted 10/18/2023 (86 days ago) by Mitchell Drew Noble

Alt ID UTP-3-Southwest Arkansas Tire Program

Submission ID HPV-VW3E-TCHM8

Status Submitted

Form Input

Used Tire Program Overview

Reporting Year
2023

Used Tire Program Identification Number
UTP-3

Used Tire Program (UTP) Name
Southwest Arkansas Tire Program

Used Tire Program Processing Facility Address

Address

319 landfill rd
P.O. Box 909
Nashville, ARKANSAS 71852

List of Permits Issued to UTP

| Permit Type | Permit Number | Permit Expiration Date | Permittee |
|--------------------------------|---------------|------------------------|-------------------------------|
| TPF - Tire Processing Facility | 0006 | 10/16/2023 | UPPER-SW RSWMD |
| TCC - Tire Collection Center | 0039 | 02/13/2028 | UPPER-SW RSWMD |
| TCC - Tire Collection Center | 0038 | 2/13/2028 | UPPER-SW RSWMD |
| TCC - Tire Collection Center | 0040 | 2/13/2028 | UPPER-SW RSWMD |
| TCC - Tire Collection Center | 0041 | 2/13/2028 | UPPER-SW RSWMD |
| TCC - Tire Collection Center | 0042 | 2/13/2028 | UPPER-SW RSWMD |
| TCC - Tire Collection Center | 0043 | 2/13/2028 | UPPER-SW RSWMD |
| TCC - Tire Collection Center | 0044 | 2/13/2028 | UPPER-SW RSWMD |
| TCC - Tire Collection Center | 0045 | 2/13/2028 | UPPER-SW-RSWMD |
| TCC - Tire Collection Center | 0046 | 2/13/2028 | UPPER-SW RSWMD |
| TCC - Tire Collection Center | 0047 | 2/13/2028 | UPPER-SW RSWMD |
| TCC - Tire Collection Center | 0033 | 2/13/2028 | UPPER-SW RSWMD |
| TCC - Tire Collection Center | 0035 | 2/13/2028 | UPPER-SW RSWMD |
| TCC - Tire Collection Center | 0036 | 2/13/2028 | UPPER-SW RSWMD |
| TCC - Tire Collection Center | 0067 | 2/13/2028 | ARKADELPHIA TIRE & OUTFITTERS |
| TCC - Tire Collection Center | 0091 | 2/13/2028 | J&M WRECKER |
| TCC - Tire Collection Center | 0066 | 2/13/2028 | HOT SPRINGS TIRE & AUTO |
| TCC - Tire Collection Center | 0070 | 2/13/2028 | ACE DISCOUNT TIRE |
| TCC - Tire Collection Center | 0080 | 2/13/2028 | KRAZY TREAD TIRE COMPANY |

Square Mileage Served by the Used Tire Program (UTP)

9,686.36

Population based on most Recent Federal Census

320,027

Used Tire Program Board Members

| Title | First and Last Name | Phone Number | Email | Mailing Address |
|----------|------------------------------|--------------|-------------------------------|---|
| Director | Mitchell Noble | 8704514187 | mitchelldrewnoble@hotmail.com | Box 909, Nashville, AR 71852 |
| Mayor | Jeff Brown | 870-584-3445 | mayor@cityofdequeen.com | P.O. Box 730, DeQueen, AR 71832 |
| Mayor | Larry Dunaway | 870-845-7400 | npw@nashar.org | 426 N Main, Nashville, AR 71852 |
| Mayor | Parnell Vann | 870-234-1375 | mayor@magnolia-ar.com | P.O. Box 1126, Magnolia, AR 71754 |
| Mayor | Brenda Weldon | 501-332-3636 | mayor@malvernar.gov | 119 w. 3rd, Malvern, AR 72104 |
| Judge | *Darryl Mahoney, Chair | 501-622-3602 | dmahoney@garlandcounty.org | 501 Ouachita Ave, HOt Springs, AR 71901 |
| Judge | Brandon Ellison | 479-394-8130 | bellison@polkcountyar.org | 507 Church St Suite 2, Mena, AR 71953 |
| Judge | Robert Mcadoo, Vice Chair | 870-837-2211 | judge@ouachitacounty.org | P.O. Box 644, Camden, AR 71711 |
| Judge | Larry Cowling | 870-898-7202 | lcowling@lrcounty.com | 351 N. 2nd, Ashdown, AR 71822 |
| Judge | Brent Pinkerton, Sec./Treas. | 870-845-7500 | brentp@howardco.org | 421 N Main, Nashville, AR 71852 |
| Judge | Dennis Thornton | 501-332-2261 | hscjudge@hotspringcounty.org | 210 Locust, Malvern, AR 72104 |
| Judge | *Matt Brumley | 501-303-5600 | matt.brumley@salinecounty.org | 200 N. Main, Benton, AR 72015 |

Attach Inter-District Agreement

[MITCH 71723-2_0001.pdf - 07/17/2023 09:35 AM](#)
[MITCH 71723-1_0001.pdf - 07/17/2023 09:44 AM](#)
[upper-sw and district 3 agreement.pdf - 07/26/2023 08:56 AM](#)
[Document_2023-08-03_141516.pdf - 08/03/2023 02:17 PM](#)

Comment

NONE PROVIDED

Do you have an approved Solid Waste Management Plan filed with DEQ

Yes

Current Calendar Year Operations**Used Tire Program Equipment List**

| Year | Equipment | Manufacturer | Make | Model | Serial Number | Cost/Value | Amount Owed | Percentage DEQ PAID |
|------|------------------------|--------------------|----------|----------------|---------------|--------------|-------------|---------------------|
| 2013 | PROCESSING PLANT | COLUMBUS MCKINNON | CM | DUAL SPEED | TS12155 | 1,750,571.22 | 918,059.35 | 30.85 |
| 2013 | TRUCK | MACK | MACK | CH613 | MO12368 | 110,515 | 0 | 100 |
| 2014 | 34FT ROLL-OFF TRAILER | BENLEE | BENLEE | 34FT | TDB138BEN | 57,027 | 0 | 100 |
| 2016 | SKID STEER | CATAPILLER | CAT | 246D | BYF03207 | 39,519 | 0 | 0 |
| 1994 | 20 DRY VAN TRAILERS | TRAILMOBILE&WABASH | DRY BOX | 53FT | 1994 | 64,000 | 0 | 100 |
| 2014 | TIRE DEBEADER | EAGLE | EAGLE | DEBEADER | 0614715 | 89,000 | 0 | 100 |
| 2012 | SKID STEER | CATAPILLER | CAT | 226B | WD03116 | 35,300 | 0 | 0 |
| 2012 | WHEEL LOADER | CASE | CASE | 821F | NBF213347 | 200,000 | 0 | 0 |
| 2010 | ROLL-OFF TRUCK | MACK | MACK | ROLL-OFF | AM010720 | 149,500 | 0 | 0 |
| 2010 | 10 EA. 65YD BOXES | LA CONTAINER | ROLL-OFF | 65YD | 1998 | 69,000 | 0 | 100 |
| 2003 | 8 EA. 65 YD BOXES | OX BODIES | ROLL-OFF | 65YD | 2003 | 40,000 | 0 | 0 |
| 2021 | PRE-SHREDDER | BARCLAY | BARCLAY | 4.9 ROTO-SHRED | 4.9 | 260,000 | 0 | 50 |
| 2021 | REMANDED CM CUTTER BOX | COLUMBUS MCKINNON | CM | DUAL SPEED | TS12155 | 270,000 | 0 | 50 |

| Year | Equipment | Manufacturer | Make | Model | Serial Number | Cost/Value | Amount Owed | Percentage DEQ PAID |
|------|-----------|--------------|------|-------|---------------|-------------------|-----------------|---------------------|
| | | | | | | Sum: 3,134,432 | Sum: 918,059 | |

Contract Obligations

| Contract Name | Length of Contract (Years) | Dollar Amount of Contract |
|--------------------------------------|----------------------------|---------------------------|
| M.A. ASSOCIATES | 0 | 35 |
| RICHARDSON WASTE TIRE TRANSPORTATION | 1 | 425 |

Attach Actual Contracts

[Richardson Agreement.pdf - 07/17/2023 12:01 PM](#)
[Document_2023-07-24_095900.pdf - 07/24/2023 10:00 AM](#)
Comment
 NONE PROVIDED

Disposition of Tires and Tire Residuals Collected and Processed

| Type of Disposition | Shipped To Facility Name | City and State | Amount in Tons | Percentage |
|-------------------------------|--------------------------|----------------|----------------|-------------|
| TDF End User: Pulp & Paper | DOMTAR | ASHDOWN, AR | 1,168.93 | 54.05 |
| Solid Waste Disposal Facility | UPPER-SW DAILY COVER | NASHVILLE, AR | 993.75 | 45.95 |
| | | | Sum: 2,163 | Sum: 100.00 |

Administration Time Detail (Current Calendar Year)

| Category | Coordinator | Administrator 1 | Administrator 2 |
|-----------|-------------|-----------------|-----------------|
| % of Time | 0.00 | 99.00 | 0.00 |

Administration Cost Detail (UTP Salaries and Benefits)

| Category | Coordinator | Administrator 1 | Administrator 2 | Current Total for Calendar Year | Projected Total for Calendar Year |
|----------------------------------|-------------|-----------------|-----------------|---------------------------------|-----------------------------------|
| Salary | o | \$21,202.27 | 0 | NaN | 45,760.55 |
| Total Salary | o | 0 | 0 | NaN | 0 |
| Taxes | o | \$5,473.28 | 0 | NaN | 11,191.31 |
| Retirement | o | \$3,248.19 | 0 | NaN | 7,010.51 |
| Insurance | o | \$2,373.98 | 0 | NaN | 4,296.77 |
| Personal Services Matching Total | o | 0 | 0 | NaN | 0 |
| Grand Total | o | 0 | 0 | NaN | 0 |
| Expenses Total | o | \$5,014.60 | 0 | NaN | 7,500.00 |
| Salary and Expense Total | o | \$37,312.32 | 0 | NaN | 0 |
| | | | | Sum: NaN | Sum: 75,759 |

Attach Profit and Loss Statement

[Upper SW AR RSWMD - January - June 2023 tire program.pdf - 07/19/2023 02:32 PM](#)
[Upper SW 2022.pdf - 08/03/2023 01:29 PM](#)
Comment
 NONE PROVIDED

Access-Controlled Collection Centers

| Collection Center | Address | Hours | Cost |
|-----------------------------------|----------------------------------|-------|------|
| MILLER CO. | 2934 CR 10 FOUKE, AR | 44 | 200 |
| OUACHITA CO. | 1744 S. ADAMS ST. CAMDEN, AR | 40 | 200 |
| HEMPSTEAD CO. | 105 BRENTWOOD DR. HOPE, AR | 32 | 200 |
| HOWARD CO. | 319 LANDFILL RD, NASHVILLE, AR | 40 | 200 |
| LAFAYETTE CO. TRANSFER STATION | 44 CR 32 LEWISVILLE, AR | 40 | 200 |
| LITTLE RIVER CO. TRANSFER STATION | HWY 108 W ASHDOWN, AR | 44 | 200 |
| MONTGOMERY CO. / MT IDA | HWY 270 W MT IDA, AR | 40 | 200 |
| NEVADA CO. TRANSFER STA. | 185 NEVADA 258 PRESCOTT, AR | 28 | 200 |
| PIKE CO. / LANDFILL | 241 LANDFILL RD MURFREESBORO, AR | 28 | 200 |
| POLK CO / HATFIELD TRANSFER | 5025 HWY 71S HATFIELD, AR | 21 | 200 |
| SEVIER CO. / LANDFILL | 796 PINEY RD DEQUEEN, AR | 35 | 200 |

| Collection Center | Address | Hours | Cost |
|---|-------------------------------------|-------|------|
| POLK CO. / A&B TIRE | 1400 HWY 71 N. MENA, AR | 35 | 200 |
| CLARK CO. / ARKADELPHIA TIRE & OUTFITTERS | 1802 PINE ST. ARKADELPHIA, AR | 35 | 0 |
| CLARK CO. / J&M WRECKER | 11 FROST RD CADD VALLEY, AR | 35 | 0 |
| GARLAND CO. / HOT SPRINGS TIRE | 3123 ALBERT PIKE HOT SPRINGS, AR | 35 | 0 |
| GARLAND CO. / ACE DISCOUNT TIRE | 423 N. HWY 7 Ste. A HOT SPRINGS, AR | 35 | 0 |
| GARLAND CO. / KRAZY TREAD TIRE CO. | 3070 PARK AVE. HOT SPRINGS, AR | 35 | 0 |
| COLUMBIA CO. / LANDFILL | 41 CR 246 MAGNOLIA, AR | 50 | 200 |

What is the Quantity of Tires Currently on Any Property Owned, Lease, or Otherwise Controlled by this UTP?
39421

Outstanding Debts

| Creditor | Monthly Payment Amount | Total Amount Owed | Maturity Date |
|--------------|------------------------|-------------------|---------------|
| CADENCE BANK | 5000 | 270000 | 12/01/2027 |

Proposed Next Year Operations

Used Tire Program Equipment List

| Year | Equipment | Manufacturer | Make | Model | Serial Number | Cost/Value | Amount Owed | Percentage DEQ PAID |
|------|-------------------------|-------------------|----------|------------|---------------|----------------|--------------|---------------------|
| 2013 | PROCESSING PLANT | COLUMBUS MCKINNON | CM | DUAL SPEED | TS12155 | 1,750,571.22 | 918,059 | 34.27 |
| 2013 | TRUCK | MACK | MACK | CH613 | M012368 | 110,515 | 0 | 100 |
| 2014 | 34FT ROLL-OFF TRAILER | BENLEE | BENLEE | 34FT | TBD138BEN | 57,027 | 0 | 100 |
| 2016 | SKID STEER LOADER | CATAPILLAR | CAT | 246D | BYF3207 | 39,519 | 0 | 0 |
| 1994 | 20 DRY VANS | TRAILMOBILE | DRY BOX | 53FT | 1994 | 64,000 | 0 | 100 |
| 2014 | TIREDEBEADER | EAGLE | EAGLE | TUFF-CUT | 0614715 | 89,000 | 0 | 100 |
| 2012 | SKID STEER LOADER | CATAPILLAR | CAT | 226B | WD3116 | 35,300 | 0 | 0 |
| 2012 | WHEEL LOADER | CASE | CASE | 821F | NBF213347 | 200,000 | 0 | 0 |
| 2010 | ROLL-OFF TRUCK | MACK | MACK | ROLL-FF | 10720 | 149,500 | 0 | 0 |
| 2010 | 10 EA - 65YD CONTAINERS | LA CONTAINER | ROLL-OFF | 65YD | 2010 | 69,000 | 0 | 100 |
| 2003 | 8 EA - 65YD CONTAINERS | OX BODIES | ROLL-OFF | 65YD | 2003 | 40,000 | 0 | 0 |
| 2021 | PRE-SHREDDER | BARCLAY | BARCLAY | ROTO-SHRED | 4.9 | 260,000 | 0 | 55 |
| 2021 | REMANDED SHREDDER BOX | COLUMBUS MCKINNON | CM | DUAL SPEED | TS12155 | 270,000 | 0 | 55 |
| | | | | | | Sum: 3,134,432 | Sum: 918,059 | |

Contract Obligations

| Contract Name | Length of Contract (Years) | Dollar Amount of Contract |
|------------------|----------------------------|---------------------------|
| MA ASSOCIATES | 0 | 35 |
| RICHARDSON WASTE | 1 | 425 |

Disposition of Tires and Tire Residuals Collected and Processed

| Type of Disposition | Facility Name | City and State | Amount in Tons | Percentage |
|-------------------------------|--------------------------|----------------|----------------|-------------|
| TDF End User: Pulp & Paper | DOMTAR | ASHDOWN, AR | 1,800 | 34.57 |
| Solid Waste Disposal Facility | UPPER-SW CL 4 | NASHVILLE, AR | 1,082 | 20.78 |
| Other: DAILY COVER | UPPER SW CL 1 | NASHVILLE, AR | 1,380 | 26.50 |
| Another Processing Facility | ARKLATEX TIRE PROCESSING | LINDEN, TX | 620 | 11.91 |
| Another Processing Facility | DAVIS RUBBER | LITTLE ROCK | 325 | 6.24 |
| | | | Sum: 5,207 | Sum: 100.00 |

Administration Time Detail (Next Calendar Year)

| Category | Coordinator | Administrator 1 | Administrator 2 |
|-----------|-------------|-----------------|-----------------|
| % of Time | 0.00 | 99.00 | 0.00 |

Administration Cost Detail (UTP Salaries and Benefits)

| Category | Coordinator | Administrator 1 | Administrator 2 | Current Total for Calendar Year | Projected Total for Calendar Year |
|----------------------------------|-------------|-----------------|-----------------|---------------------------------|-----------------------------------|
| Salary | 0 | 47,600 | 0 | NaN | 47,600 |
| Total Salary | 0 | 0 | 0 | 0 | 0 |
| Taxes | 0 | 11,564 | 0 | NaN | 11,564 |
| Retirement | 0 | 7,292 | 0 | NaN | 7,292 |
| Insurance | 0 | 4,693 | 0 | NaN | 4,693 |
| Personal Services Matching Total | 0 | 0 | 0 | 0 | 0 |
| Grand Total | 0 | 0 | 0 | 0 | 0 |
| Expenses Total | 0 | 4,600 | 0 | NaN | 4,600 |
| Salary and Expense Total | 0 | 75,749 | 0 | NaN | 0 |
| | | | | Sum: NaN | Sum: 75,749 |

Access-Controlled Collection Centers

| Collection Center | Address | Hours | Cost |
|--------------------------------------|------------------------------|-------|------|
| MILLER COUNTY | 2934 CR 10 FOUKE, AR | 44 | 0 |
| OUACHITA COUNTY | 1744 S. ADAMS ST CAMDEN, AR | 40 | 0 |
| HEMPSTEAD COUNTY | 105 BRENTWOOD DR. HOPE, AR | 32 | 0 |
| HOWARD COUNTY | 319 LANDFILL RD NASHVILLE | 40 | 0 |
| LAFAYETTE COUNTY | 44 CR 32 LEWISVILLE | 39 | 0 |
| LITTLE RIVER COUNTY | HWY 108 W. ASHDOWN, L AR | 44 | 0 |
| MONTGOMERY COUNTY | HWY 270 W MT. IDA, AR | 40 | 0 |
| NEVADA COUNTY | 185 NEVADA 258 PRESCOTT | 40 | 0 |
| PIKE COUNTY | 241 LANDFILL RD MURFREESBORO | 28 | 0 |
| POLK CO. / A&B TIRE | 1400 HWY 71N MENA, AR | 35 | 0 |
| POLK CO. / HATFIELD TRANSFER STATION | 5025 HWY 71 S HATFIELD, AR | 21 | 0 |
| SEVIER COUNTY | 796 PINEY RD DEQUEEN, AR | 35 | 0 |
| COLUMBIA COUNTY | 41 CR 246 MAGNOLIA, AR | 50 | 0 |
| CLARK CO. / ARKADELPHIA TIRELDL | 1802 PINE ST ARKADELPHIA | 35 | 0 |
| CLARK CO. / J&M WRECKER | 11 FROST RD CADDO VALLEY | 35 | 0 |
| GARLAND CO / HOT SPRINGS TIRE | 3123 ALBERT PIKE HOT SPRINGS | 35 | 0 |
| GARLAND C / ACE DISCOUNT TIRE | 423 N HWY 7 HOT SPRINGS | 35 | 0 |
| GARLAND CO / KRAZY TREAD | 3070 PARK AVE HOT SPRINGS | 35 | 0 |

Outstanding Debts

| Creditor | Monthly Payment Amount | Total Amount Owed | Maturity Date |
|--------------|------------------------|-------------------|---------------|
| CADENCE BANK | 5000 | 240000 | 12/01/2027 |

Attach Capital Improvement and Maintenance Plan with Estimated Expenditures and Cost for the Next Calendar Year

[Document_2023-07-27_095828.pdf - 07/27/2023 09:59 AM](#)

Comment

NONE PROVIDED

What are the District's Tire Management and Processing Goals for the Next Three (3) Calendar Years?

In the next three years we plan to increase the amount of material processed into tire derived fuel by working with DEQ and Ashgrove Cement to develop at least one more market for our product. Clean up our byproduct metals to a marketable state. As markets open up our goal is to get back to 100% recycling.

Discuss the District's Initiatives to Increase Efficiency and Productivity for the Next Three (3) Calendar Years

All of our collection centers will be serviced with large dry van trailers instead of boxes. This will increase our capacity per load and decrease our costs per tire.

Analyze the District's Efforts to Promote Recycling an Sustainability for the Next Three (3) Calendar Years

As was stated before, we will continue to work with DEQ and any interested industry to develop more markets and uses for tire derived materials. We will do our best with the amount monies available to recycle what can be recycled and produce as small an environmental impact as possible.

Fiscal Evaluation

Used Tire Program Expenses

| Category | Explain | Previous Calendar Year (Actual Cost) | Current Calendar Year (Projected Cost) | Next Calendar Year (Projected Cost) |
|---|---------------------------------------|--------------------------------------|--|-------------------------------------|
| Wages | | 224,146.98 | 245,000 | 280,000 |
| Personal Services Matching | | 74,497.83 | 96,000 | 111,500 |
| Mileage | | 0 | 0 | 0 |
| Insurance | | 10,499.40 | 10,500 | 12,000 |
| Rent (UTP Space) | | 0 | 0 | 0 |
| Utilities (Electricity Gas, Water, Telephone) | | 25,467.97 | 26,000 | 28,000 |
| Office Expenses | computer service and supplies | 694.19 | 500 | 1,500 |
| Processing and Disposal Fees | | 332,510 | 294,298 | 180,000 |
| Advertising | | 0 | 0 | 0 |
| Contractual Services | | 20,702.02 | 28,000 | 30,000 |
| Miscellaneous | DEP, FUEL, ENF,A.TRAV, FEES,LEGL,ACCT | 203,270.70 | 233,338 | 242,872 |
| Equipment Purchases | BOND PAYMENT | 60,000 | 100,000 | 60,000 |
| Vehicle Purchases | | 0 | 0 | 0 |
| Maintenance and Repair | | 218,479.46 | 206,000 | 222,000 |
| | | Sum: 1,170,269 | Sum: 1,239,636 | Sum: 1,167,872 |

Reimbursements from DEQ

| Previous Calendar Year (Actual Reimbursements) | Current Calendar Year (Project Reimbursements) | Next Calendar Year (Projected Reimbursements) |
|--|--|---|
| 1007962 | 927040 | 957000 |

Used Tire Program Local Revenue

| Category | Explain | Previous Calendar Year (Actual Revenue) | Current Calendar Year (Projected Revenue) | Next Calendar Year (Projected Revenue) |
|---------------------------------|----------------|---|---|--|
| DEQ Tire Monies | | 0 | 0 | 0 |
| Other Tire Monies | XL'S @\$30 EA. | 0.00 | 10000 | 90000 |
| District Fees on Fee-Paid Tires | | 8425.80 | 8000 | 10000 |
| TDF Sales | | 83462.99 | 60000 | 60000 |
| Mulch Sales | | 0.00 | 0.00 | 0.00 |
| Other Sales from Used Tires | | 0 | 0.00 | 0.00 |
| Rental Tire Trailers | | 36150 | 45000 | 60000 |
| Other | | 0 | 0.00 | 0.00 |
| | | Sum: 128038.79 | Sum: 123000 | Sum: 220000 |

Tire Management

| Tire Type | Previous Calendar Year (Actual Count) | Current Calendar Year (Projected Count) | Next Calendar Year (Projected Count) |
|------------------|---------------------------------------|---|--------------------------------------|
| Small Tire | 295,359 | 275,425 | 301,502 |
| Large Tire | 44,488 | 36,144 | 33,876 |
| Extra Large Tire | 1,648 | 1,317 | 3,387 |

| Tire Type | Previous Calendar Year (Actual Count) | Current Calendar Year (Projected Count) | Next Calendar Year (Projected Count) |
|-----------|---------------------------------------|---|--------------------------------------|
| | Sum: 341,495 | Sum: 312,886 | Sum: 338,765 |

Management Cost Per Tire (UTP Expenses Per Number of Tires Managed)

| Category | Previous Calendar Year Actual | Current Calendar Year Projected | Next Calendar Year Projected |
|----------|-------------------------------|---------------------------------|------------------------------|
| Total | 3.43 | 3.96 | 3.45 |

Management Cost minus Program Local Revenue Per Tire (UTP Expenses Per Number of Tires Managed)

| Category | Previous Calendar Year Actual | Current Calendar Year Projected | Next Calendar Year Project |
|----------|-------------------------------|---------------------------------|----------------------------|
| Total | 3.05 | 3.57 | 2.80 |

Attachments

| Date | Attachment Name | Context | User |
|--------------------|--|------------|----------------|
| 10/18/2023 1:19 PM | CertificationForm.pdf | Unknown | Mitchell Noble |
| 8/3/2023 2:17 PM | Document_2023-08-03_141516.pdf | Attachment | Mitchell Noble |
| 8/3/2023 1:29 PM | Upper SW 2022.pdf | Attachment | Mitchell Noble |
| 7/27/2023 9:59 AM | Document_2023-07-27_095828.pdf | Attachment | Mitchell Noble |
| 7/26/2023 8:56 AM | upper-sw and district 3 agreement.pdf | Attachment | Mitchell Noble |
| 7/24/2023 10:00 AM | Document_2023-07-24_095900.pdf | Attachment | Mitchell Noble |
| 7/19/2023 2:32 PM | Upper SW AR RSWMD - January - June 2023 tire program.pdf | Attachment | Mitchell Noble |
| 7/17/2023 12:01 PM | Richardson Agreement.pdf | Attachment | Mitchell Noble |
| 7/17/2023 9:44 AM | MITCH 71723-1_0001.pdf | Attachment | Mitchell Noble |
| 7/17/2023 9:35 AM | MITCH 71723-2_0001.pdf | Attachment | Mitchell Noble |

Internal Data

| Label | Value |
|--------------------|-------|
| Previous Year Cost | 3.43 |
| Current Year Cost | 3.96 |
| Next Year Cost | 3.45 |



**ENVIRONMENTAL
QUALITY**

Certification of ePortal Submission

This form is to be used to certify electronic ePortal submissions. Please check with the appropriate section for who has the authority to sign this form. A hardcopy of this form with original signature must be sent to DEQ, 5301 Northshore Drive, North Little Rock, AR 72118. Please do **not** send a hardcopy of the ePortal submission with this form. **All fields are required.**

| | |
|---|--|
| 1. Section to which the ePortal Submission was Submitted: | Tire Accountability Program |
| 2. Form Name: | Business Plan (TAP-12) |
| 3. Arkansas DEQ Facility Identification Number (AFIN), if available: | UTP-3-Southwest Arkansas Tire Program |
| 4. Facility Name: | Southwest Arkansas Tire Program |
| 5. Facility Physical Address: | 319 landfill rd Nashville, AR 71852 |

I certify under penalty of law that the ePortal submission with Submission ID# HPV-VW3E-TCHM8 and revision # 2 which was submitted electronically on 10/18/2023 1:18:23 PM 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 fine and imprisonment for knowing violations.

Mitchell Noble

Director

typed/printed name of signatory authority

title

signature of signatory authority

date

RESOLUTION NO. 2023-001

A RESOLUTION OF THE SOUTHWEST ARKANSAS TIRE DISTRICT "DISTRICT 3"

A RESOLUTION TO ESTABLISH A FEE ON "EXTRA-LARGE TIRES"

WHEREAS, per Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act,

WHEREAS, Regulation 36 of the Arkansas Pollution Control and Ecology Commission, dated July 27, 2018, as amended, allows District 3 to establish a used tire program for extra-large tires accepted by the District, and set fees related to such program for extra-large tires;

WHEREAS, the District desires to set the fees associated with the processing, recycling and disposal of extra-large tires as set forth below,

NOW, THEREFORE LET IT BE RESOLVED THAT THE TIRE ACCOUNTABILITY OF THE SOUTHWEST ARKANSAS TIRE DISTRICT "DISTRICT 3";

RESOLVED, that the District hereby establishes a fee on all extra-large tires, as defined by Regulation 36, section 36.201,

RESOLVED, the amount of the fee shall be \$30.00 per extra-large tire to be collected on behalf of the District by the Arkansas Department of Finance and Administration at the point of sale and to be distributed back to the District as part of the approved reimbursement rate,

Removed
By [Signature]
Vote

RESOLVED, the executive Director is authorized to take such actions as necessary to collect the Extra-Large Tire Fee established herein.

ADOPTED

DATE: 7/11/2023

APPROVED: [Signature]
BOARD CHAIRMAN

ATTEST: [Signature]
BOARD SECRETARY/TREAS.

ACKNOWLEDGED: [Signature]
EXECUTIVE DIRECTOR

UPPER SW RSWMD
Profit & Loss by Class
 January through December 2022

| | LANDFILL | TIRE PROGRAM | Unclassified | TOTAL |
|--|---------------------|-------------------|--------------|---------------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 400000 · TIPPING FEES EARNED | 3,306,688.41 | 0.00 | 0.00 | 3,306,688.41 |
| 400100 · RECYCLE SALES EARNED | 5,189.60 | 0.00 | 0.00 | 5,189.60 |
| 400350 · STATE RECYCLE GRANTS | 195,867.14 | 0.00 | 0.00 | 195,867.14 |
| 400380 · TIRE ACCOUNTABILITY - LEVEL ONE | 0.00 | 809,727.36 | 0.00 | 809,727.36 |
| 400500 · HAULING FEES EARNED | 603,320.00 | 0.00 | 0.00 | 603,320.00 |
| 400600 · RENTAL FEES EARNED | 120,274.00 | 0.00 | 0.00 | 120,274.00 |
| 400700 · TIRE FEE INCOME | 0.00 | 8,425.80 | 0.00 | 8,425.80 |
| 400800 · TIRE TRANSPORTATION INCOME | 0.00 | 36,150.00 | 0.00 | 36,150.00 |
| 400950 · SHREDDED RUBBER INCOME | 10,116.99 | 83,462.99 | 0.00 | 93,579.98 |
| 401000 · SALES TAX DISCOUNT EARNED | 840.45 | 0.00 | 0.00 | 840.45 |
| Total Income | 4,242,296.59 | 937,766.15 | 0.00 | 5,180,062.74 |
| Expense | | | | |
| 610000 · PAYROLL EXPENSE | 820,138.54 | 224,146.98 | 0.00 | 1,044,285.52 |
| 611000 · FEDERAL PAYROLL TAX EXPENSE | 61,873.85 | 17,130.22 | 0.00 | 79,004.07 |
| 611100 · UNEMPLOYMENT PAYROLL TAXES | -393.63 | 123.89 | 0.00 | -269.74 |
| 611500 · CUSTOMER SALES TAX EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 |
| 612000 · INSURANCE - HEALTH | 85,561.10 | 26,979.46 | 0.00 | 112,540.56 |
| 612100 · INSURANCE - WORKERS COMP | 18,514.20 | 3,591.60 | 0.00 | 22,105.80 |
| 612200 · INSURANCE - BUILDINGS & EQUIP | 48,092.96 | 10,499.40 | 0.00 | 58,592.36 |
| 620000 · ADMINISTRATIVE TRAVEL | 1,436.41 | 0.00 | 0.00 | 1,436.41 |
| 620200 · BANK SERVICE CHARGE | 2.00 | 0.00 | 0.00 | 2.00 |
| 620400 · COMPLIANCE TESTING | 374.62 | 0.00 | 0.00 | 374.62 |
| 620500 · ENGINEER/ SURVEY/ TESTING | 107,941.47 | 0.00 | 0.00 | 107,941.47 |
| 620600 · CONTRACTUAL SERVICES | 4,197.17 | 477.02 | 0.00 | 4,674.19 |
| 620700 · LEACHATE | 100,406.60 | 0.00 | 0.00 | 100,406.60 |
| 620800 · ENVIRONMENTAL ENFORCEMENT | 275.00 | 225.00 | 0.00 | 500.00 |
| 621000 · EQUIPMENT LEASE | 46.89 | 0.00 | 0.00 | 46.89 |
| 621200 · FEES & DUES | 15,071.25 | 2,400.00 | 0.00 | 17,471.25 |
| 621400 · FUEL, OIL & GREASE | 413,671.63 | 54,758.06 | 0.00 | 468,429.69 |
| 621800 · INSURANCE - EQUIPMENT | 690.88 | 0.00 | 0.00 | 690.88 |
| 622200 · LEGAL | 1,618.90 | 381.10 | 0.00 | 2,000.00 |
| 622205 · ACCOUNTING | 34,269.90 | 7,015.10 | 0.00 | 41,285.00 |
| 622210 · FINES & PENALTIES | 31,320.07 | 0.00 | 0.00 | 31,320.07 |
| 622350 · MAINTENANCE - TIRES | 52,482.57 | 20,956.18 | 0.00 | 73,438.75 |
| 622400 · MAINTENANCE - BUILDINGS | -10,723.78 | 142.42 | 0.00 | -10,581.36 |
| 622500 · MAINTENANCE - GROUNDS | 8,668.95 | 0.00 | 0.00 | 8,668.95 |
| 622600 · MAINTENANCE - EQUIPMENT | 419,485.79 | 197,380.86 | 0.00 | 616,866.65 |
| 622800 · OFFICE EXPENSE | 12,426.94 | 694.19 | 0.00 | 13,121.13 |
| 622900 · ADVERTISING | 1,208.15 | 0.00 | 0.00 | 1,208.15 |
| 623000 · RETIREMENT | 99,510.34 | 26,672.66 | 0.00 | 126,183.00 |
| 623400 · STATE TIPPING FEE | 281,693.49 | 0.00 | 0.00 | 281,693.49 |
| 623600 · SUPPLIES | 3,356.26 | 0.00 | 0.00 | 3,356.26 |
| 623700 · UNIFORM REIMBURSEMENT | 4,680.00 | 1,300.00 | 0.00 | 5,980.00 |
| 623800 · UTILITIES | 37,763.10 | 25,467.97 | 0.00 | 63,231.07 |
| 624000 · CONTRACT TRANSPORTATION | 4,475.00 | 20,225.00 | 0.00 | 24,700.00 |
| 624200 · GRANT EXPENSE | 195,867.14 | 0.00 | 0.00 | 195,867.14 |
| 624400 · CLOSURE COSTS | 383,275.44 | 0.00 | 0.00 | 383,275.44 |
| 699000 · DEPRECIATION EXPENSE | 653,146.86 | 137,191.44 | 0.00 | 790,338.30 |
| Total Expense | 3,892,426.06 | 777,758.55 | 0.00 | 4,670,184.61 |

UPPER SW RSWMD
Profit & Loss by Class
 January through December 2022

| | LANDFILL | TIRE PROGRAM | Unclassified | TOTAL |
|---|-------------------|-------------------|--------------|-------------------|
| Net Ordinary Income | 349,870.53 | 160,007.60 | 0.00 | 509,878.13 |
| Other Income/Expense | | | | |
| Other Income | | | | |
| 700270 · CERT OF DEPOSIT - DB #390178 | 1,193.87 | 0.00 | 0.00 | 1,193.87 |
| 700260 · CERT OF DEPOSIT - DB #388688 | 23.17 | 0.00 | 0.00 | 23.17 |
| 700000 · OTHER INCOME | 0.00 | 260.00 | 0.00 | 260.00 |
| 700120 · REALIZED/ UNREALIZED GAIN | 0.34 | 0.00 | 0.00 | 0.34 |
| 700200 · CERT OF DEPOSIT - DB #388696 | 5.09 | 0.00 | 0.00 | 5.09 |
| 700220 · CERT OF DEPOSIT - DB #370738 | 1,086.92 | 0.00 | 0.00 | 1,086.92 |
| 700240 · CERT OF DEPOSIT - DB #368830 | 10,796.98 | 0.00 | 0.00 | 10,796.98 |
| 700400 · GAIN ON SALE OF ASSET | 20,375.00 | 0.00 | 0.00 | 20,375.00 |
| 700600 · DIVIDEND INCOME - CADENCE | 1,457.81 | 0.00 | 0.00 | 1,457.81 |
| 700700 · INTEREST INCOME - CADENCE | 4,438.42 | 0.00 | 0.00 | 4,438.42 |
| Total Other Income | 39,377.60 | 260.00 | 0.00 | 39,637.60 |
| Other Expense | | | | |
| 800175 · BOND INVESTMENT EXPENSE-CADEN... | 2,200.00 | 0.00 | 0.00 | 2,200.00 |
| 800170 · BOND INTEREST EXPENSE - CADENCE | 61,023.50 | 0.00 | 0.00 | 61,023.50 |
| 800220 · INTEREST EXPENSE - IRS | 4,151.43 | 0.00 | 0.00 | 4,151.43 |
| Total Other Expense | 67,374.93 | 0.00 | 0.00 | 67,374.93 |
| Net Other Income | -27,997.33 | 260.00 | 0.00 | -27,737.33 |
| Net Income | 321,873.20 | 160,267.60 | 0.00 | 482,140.80 |

**SOUTHWEST ARKANSAS TIRE DISTRICT
"DISTRICT 3"
CAPITAL IMPROVEMENT SCHEDULE
&
MAINTENANCE PLAN**

The Southwest Arkansas Tire District has no plans for capital improvements in 2024. However, in 2025 we will need a new Mack Truck with a Day Cab \$135,000. We will start replacing old dry van trailers \$24,000 will buy four updated trailers and we will continue each year until twenty have been upgraded.

Our maintenance plan is as follows: all rolling stock (trucks, loader, and skid steer loaders) will be serviced with new oil, air and fluid filters every 300 operating hours. This equipment will be greased daily before use. Tires will be replaced as needed. Repairs will be made as needed.

Shredding equipment will be greased, and oil levels maintained daily before use. Shredder knives will be changed as knife wear requires – around every 60,000 tires. Wear plates will be replaced four times per year. Classifier / sizing equipment will be cleaned as needed and during every knife change. Other shredder repairs will be made as needed. Repairs to conveyors (rollers and belting) and other misc. repairs will be made as needed.

Maintenance budget (including new tires and misc. repairs) for 2024 will be \$222,000.

SEE COMPLETE BUDGET FOR MORE DETAILS

**INTERGOVERNMENTAL &
JOINT USE AGREEMENT REGARDING TIRE COLLECTION,
TRANSPORTATION, PROCESSING AND DISPOSING**

THIS AGREEMENT, made and entered into on this 11th day of July, 2023, by and between the Upper-Southwest Arkansas Regional Solid Waste Management District, an Arkansas State Agency, hereinafter referred to as USWARSWMD”, and the Used Tire Program 3 Board, hereinafter referred to as “BOARD”.

WITNESSETH

WHEREAS, USWARSWMD is the owner of land, buildings, and equipment which USWARSWMD has been using to process and dispose of used tires in accordance with Arkansas laws and regulations, jointly referred to as the “joint use areas and equipment” and

WHEREAS, USWARSWMD has the knowledge, understanding, systems, experience and expertise in processing and disposing of used tires.

WHEREAS, Act 713 of the 94th General Assembly, hereinafter “Act 713”, of the State of Arkansas modified existing law that left processing and disposing of used tires to eleven different Districts, and WHEREAS, Act 713, did consolidate districts, creating four tire programs in the State of Arkansas, and WHEREAS, Used Tire Program 3 consists of areas that previously were contained in the USWARSWMD, and has added a few counties and municipalities; and,

WHEREAS, in accordance with Act 713, an eleven-member tire accountability board was established for Used Tire Program 3, the BOARD, and;

WHEREAS, it is understood that in the future certain funds may be made available to the BOARD or Tire Program District 3, which funds would be payment for tires processed or collected, and which would be processed or collected in the joint use areas and equipment paid for and provided by USWARSWMD; and;

WHEREAS, Act 713, requires that the BOARD enter into an “interlocal agreement” regarding used tire efficiency;

WHEREAS, USWARSWMD and the BOARD desire to state their Joint Use Agreement regarding the joint use areas and equipment, including use of the equipment, knowledge, experience, systems, experience, and expertise provided by USWARSWMD, on, for, on behalf of, or in conjunction with the BOARD and Tire Program District 3;

NOW THEREFORE, in exchange of the mutual terms, conditions and obligations set forth herein, the parties agree as follows:

1. USWARSWMD warrants to the BOARD that it owns or has exclusive rights to certain real property upon which equipment exists that the USWARSWMD has purchased and/or is purchasing for the purposes of properly and legally disposing of used tires in accordance with Arkansas law and regulations.

2. The "joint use areas and equipment" are owned by USWARSWMD and are located upon its real property. The equipment is maintained and covered by policies of insurance maintained by USWARSWMD and is operated by employees of USWARSWMD. The BOARD acknowledges that USWARSWMD owns, maintains and employs the joint use areas and equipment.

3. Subject to the provisions of this Joint Use Agreement, USWARSWMD waives the exclusivity of its rights of operation in the joint use areas and equipment in agreement to process tires for the BOARD and for Tire Program District 3.

4. That, in exchange for using their own equipment, area, land, and employees, USWARSWMD and to compensate USWARSWMD for their equipment, area, land, employees, payment of insurance and other costs, the BOARD agrees that any revenues produced by USWARSWMD, except those revenues specifically budgeted for the operation of the Board for guidance and oversight, shall be paid to USWARSWMD, even if initially paid to the BOARD or to Tire Program District 3, and to do so within 30 days of request by USWARSWMD.


5. Neither party may transfer nor assign its interest in this Agreement without the prior written approval of the other party.

6. This Agreement shall become effective as of the date first set forth above, and shall remain in force and effect thereafter until both parties agree to terminate or amend this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Agreement in several counterparts on the date first set forth above, each of which shall constitute an original.


[Remainder Intentionally Blank, Signature Page to Follow]

Upper-Southwest Arkansas Regional Solid Waste Management District,

By: 

Mayor Jeff Brown, Chairman of the Board, Upper-SW RSWMD

Tire Program District 3,

By: 

County Judge Darryl Mahoney, Chairman of the Board, Tire Program District 3

NON-COMPETE MARKETING AGREEMENT

Whereas, M.A. Associates, Inc., a Kansas corporation, located in Overland Park, Kansas (hereinafter referred to as "Marketer") has established markets to which it presently markets and sells to customers throughout the country tire derived fuel ("TDF") and tire wire produced by scrap tire processing plants,

Whereas, Upper-SW RSWMD, a Arkansas corporation, located in Howard County, Arkansas (hereinafter referred to as "Supplier") maintains a scrap tire processing facility in Howard Co, which processes scrap tires into TDF, and

Whereas, Supplier wishes to engage the services of Marketer to purchase and resell TDF and/or tire wire produced by Supplier, the parties agree as follows:

Marketer will purchase TDF and/or tire wire from Supplier for resale to one or more companies that will use the TDF as a supplemental fuel. It is understood by Supplier that Marketer has invested a considerable amount of time, effort and money developing companies to use TDF as a supplemental fuel and use tire wire in metal recycling. Marketer gives no guarantee and no binding obligations that Marketer can purchase and resell Supplier's TDF and/or tire wire. Marketer will provide a price confirmation for TDF and/or tire wire to the Supplier. The details of such transaction will be described in the price confirmation. If Supplier breaches its obligations hereunder, Marketer may enforce same by all lawful remedies including injunction and/or action for damages, and recover from Supplier its expenses, including reasonable attorney's fees.

Supplier is not obligated to use Marketer to sell TDF and/or tire wire, however, once this Agreement has been executed, Supplier (and its affiliates) agrees that for a period beginning with the execution date of this Agreement and for two (2) years from the written termination of this Agreement, Supplier will not sell either directly or indirectly to Marketer's customer(s) (listed below) that use TDF and/or tire wire and will not enter into any type of contractual agreements either directly or indirectly with Marketer's customer(s) for the sale or use of TDF and/or tire wire. Supplier agrees to maintain confidentiality on all customers listed below. If Supplier breaches its obligations hereunder, Supplier acknowledges that the injury suffered by Marketer would be irreparable that an award of monetary damages to Marketer would be an inadequate remedy, that Marketer may (in addition to other rights it may have) obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce this paragraph, and that Marketer shall be entitled to recover from Supplier the costs and expenses of obtaining that relief or remedy, including reasonable attorneys' fees and expenses. If any provisions contained in this paragraph are held to be unreasonable, arbitrary, or against public policy, such covenant will be considered divisible with respect to scope, time, and geographic area, and such lesser scope, time, or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable against Supplier.

The following companies are customers (or potential customers) of the Marketer and are covered under the terms and conditions herein:

Customer Names and Locations:

- 1. INTERNATIONAL PAPER, MANSFIELD 2A.
- 2. DOMTAR, ASHDOWN, AK.
- 3. AES, SHADY POINT OK
- 4. PACKAGING CORP OF AMERICA, COALCE TN.
- 5. _____

Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice. In witness whereof, these parties have caused this Agreement to be executed as of 6/16, 2021.

M.A. Associates, Inc.
Michael Sorcher
President

Upper-SW RSWMD
Mitch Noble
Title: Director

UPPER SW RSWMD
Profit & Loss by Class
 January through June 2023

| | <u>TIRE PROGRAM</u> | <u>TOTAL</u> |
|--|---------------------------|---------------------------|
| Ordinary Income/Expense | | |
| Income | | |
| 400380 · TIRE ACCOUNTABILITY - LEVEL ONE | 186,847.44 | 186,847.44 |
| 400700 · TIRE FEE INCOME | 6,821.55 | 6,821.55 |
| 400800 · TIRE TRANSPORTATION INCOME | 18,775.00 | 18,775.00 |
| 400950 · SHREDDED RUBBER INCOME | 40,711.65 | 40,711.65 |
| Total Income | 253,155.64 | 253,155.64 |
| Expense | | |
| 610000 · PAYROLL EXPENSE | 125,365.35 | 125,365.35 |
| 611100 · UNEMPLOYMENT PAYROLL TAXES | 105.00 | 105.00 |
| 612000 · INSURANCE - HEALTH | 18,795.17 | 18,795.17 |
| 612100 · INSURANCE - WORKERS COMP | 1,898.58 | 1,898.58 |
| 612200 · INSURANCE - BUILDINGS & EQUIP | 6,000.90 | 6,000.90 |
| 620000 · ADMINISTRATIVE TRAVEL | 6.00 | 6.00 |
| 620800 · ENVIRONMENTAL ENFORCEMENT | 195.00 | 195.00 |
| 621200 · FEES & DUES | 4,775.00 | 4,775.00 |
| 621400 · FUEL, OIL & GREASE | 23,702.71 | 23,702.71 |
| 622200 · LEGAL | 160.00 | 160.00 |
| 622205 · ACCOUNTING | 1,741.00 | 1,741.00 |
| 622350 · MAINTENANCE - TIRES | 5,391.72 | 5,391.72 |
| 622400 · MAINTENANCE - BUILDINGS | 98.70 | 98.70 |
| 622600 · MAINTENANCE - EQUIPMENT | 92,470.71 | 92,470.71 |
| 622800 · OFFICE EXPENSE | 38.60 | 38.60 |
| 623000 · RETIREMENT | 17,720.79 | 17,720.79 |
| 623700 · UNIFORM REIMBURSEMENT | 660.00 | 660.00 |
| 623800 · UTILITIES | 11,327.81 | 11,327.81 |
| 624000 · CONTRACT TRANSPORTATION | 9,775.00 | 9,775.00 |
| 699000 · DEPRECIATION EXPENSE | 50,909.32 | 50,909.32 |
| Total Expense | 371,137.36 | 371,137.36 |
| Net Ordinary Income | -117,981.72 | -117,981.72 |
| Net Income | <u>-117,981.72</u> | <u>-117,981.72</u> |

WASTE TIRE TRANSPORTER AGREEMENT

This agreement is between Richardson Waste II, Inc. and Upper SW RSWMD, AR Landfill. Richardson Waste II, Inc. agrees to transport waste tire trailers from Miller County Transfer Station, Texarkana Tire & Wheel and Cooper Service in Texarkana, AR to Upper SW RSWMD Landfill in Nashville, AR at a cost of \$425.00 per trailer load, not to exceed \$34,000 per year. Payment will be made to Richardson Waste II, Inc. by Upper SW RSWMD, AR Landfill. This agreement commences on January 1, 2023 and the pricing shall remain in effect for a period of one year. This agreement may be terminated by either party with a thirty-day written notice.



Rickey Richardson
Owner-Richardson Waste II, Inc.

1/1/23

Date



Mitch Noble
Upper SW RSWMD AR Landfill

1/1/23

Date

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BY AND BETWEEN USED TIRE PROGRAM DISTRICT 3 ("DISTRICT 3") AND USED TIRE DISTRICT 2 ("DISTRICT 2"), FORMED PURSUANT TO ACT 713 OF THE 2023 REGULAR SESSION OF THE ARKANSAS GENERAL ASSEMBLY, THE USED TIRE RECYCLING AND ACCOUNTABILITY ACT ("THE ACT"), AND WILL BECOME BINDING ON ALL PARTIES UPON RATIFICATION BY THE TIRE ACCOUNTABILITY BOARDS OF THE RESPECTIVE DISTRICTS.

DISTRICTS 2 AND 3 MAY BE COLLECTIVELY REFERRED TO HEREIN SEPARATELY AS "PARTY" AND COLLECTIVELY AS "PARTIES".

WHEREAS, The ACT assigned the following counties located in the State of Arkansas to District 3: Polk, Montgomery, Sevier, Howard, Pike, Clark, Little River, Hempstead, Nevada, Miller, Lafayette, Saline, Dallas, Ouachita, Union, Garland, Hot Spring, and Columbia;

WHEREAS, the ACT provides that respective Districts may enter into an interlocal agreement to determine the highest level of efficiency regarding the management, transportation and processing of tires in their respective used tire programs; and

NOW, THEREFORE, based upon good and sufficient consideration, the delivery and sufficiency of which is hereby acknowledged, let it be resolved that the Tire Accountability Board of District 3 and the Tire Accountability Board of District 2 hereby resolved as follows:

1. **Designation of Counties.** The Parties hereto agree that the counties of Saline and Hot Spring shall be managed entirely and totally in all respects by District 2 to ensure the highest level of efficiency for management, collection, transportation, and processing of waste tires generated within these two counties and that these two counties shall be referred to herein as the "Newly Managed Counties".
2. **District Business Plans.** The parties shall cooperate to the extent necessary to allow for the business plans of District 2 to include all the required information, including but not limited to the location of permitted collection centers, and an estimate of the number of waste tires to be managed, collected, transported and processed from the Newly Managed Counties. Likewise, District 3 will not include an estimate of the number of waste tires to be collected by District 2 or any other information that might infringe on the plans of District 2 pertaining to the Newly Managed Counties.
3. **Management Responsibilities of District 2.** The Parties agree that District 2, at its expense, shall perform all necessary actions and activities to ensure the proper collection, transportation, and processing of the waste tires generated withing

the Newly Managed Counties. Furthermore, District two shall ensure the compliance of all Laws and Rules of the State of Arkansas that pertain to the management, collection, and processing of waste tires as they pertain to waste tires generated in the Newly Managed Counties. District 2 will indemnify and hold harmless District 3 in all matters that may arise pertaining to the Newly Managed Counties.

4. **Responsibilities of District 3.** So long as this agreement remains in place, the Parties agree that District 3 shall assign all rights and responsibilities for the management, collection, transportation, and processing of waste tires generated within the Newly Managed Counties. Furthermore, District will take no action that impedes the ability of District 2 to manage the waste tires in compliance with their business plan and the Laws and Rules of the State of Arkansas as they pertain to the management of waste tires in the Newly Managed Counties.
5. **Ratification.** This agreement shall become effective upon its ratification by Tire Accountability Board for both District 2 and District 3.
6. **Duration.** This agreement shall be perpetual, unless and until either Party hereto provides the other Party with written notice at least 180 days in advance of termination.
7. **Legislative Action.** The Parties are public agencies whose authority is subject to the actions of the Arkansas General Assembly. This Agreement is subject to termination, suspension, or cancellation, without penalty to the parties, in whole or in part, subject to the acts of the Arkansas General Assembly.
8. **Relationship of the Parties.** Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.
9. **Severability.** If any provision or portion of the Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

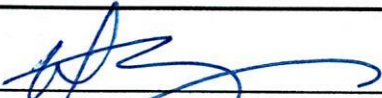
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered by facsimile transmission, or electronic signature shall be deemed as effective as an original executed signature page.

11. **Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

12. **Entire Agreement: Modification.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addendum of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

PARTIES:

USED TIRE PROGRAM DISTRICT 3

By: 

Its: Board Chairman

Date: 7/11/2023

USED TIRE PROGRAM DISTRICT 2

By: _____

Its: _____

Date: _____

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BY AND BETWEEN USED TIRE PROGRAM DISTRICT 3 ("DISTRICT 3") AND USED TIRE DISTRICT 4 ("DISTRICT 4"), FORMED PURSUANT TO ACT 713 OF THE 2023 REGULAR SESSION OF THE ARKANSAS GENERAL ASSEMBLY, THE USED TIRE RECYCLING AND ACCOUNTABILITY ACT ("THE ACT"), AND WILL BECOME BINDING ON ALL PARTIES UPON RATIFICATION BY THE TIRE ACCOUNTABILITY BOARDS OF THE RESPECTIVE DISTRICTS.

DISTRICTS 4 AND 3 MAY BE COLLECTIVELY REFERRED TO HEREIN SEPARATELY AS "PARTY" AND COLLECTIVELY AS "PARTIES".

WHEREAS, The ACT assigned the following counties located in the State of Arkansas to District 3: Polk, Montgomery, Sevier, Howard, Pike, Clark, Little River, Hempstead, Nevada, Miller, Lafayette, Saline, Dallas, Ouachita, Union, Garland, Hot Spring, and Columbia;

WHEREAS, the ACT provides that respective Districts may enter an interlocal agreement to determine the highest level of efficiency regarding the management, transportation and processing of tires in their respective used tire programs; and

NOW, THEREFORE, based upon good and sufficient consideration, the delivery and sufficiency of which is hereby acknowledged, let it be resolved that the Tire Accountability Board of District 3 and the Tire Accountability Board of District 4 hereby resolved as follows:

1. **Designation of Counties.** The Parties hereto agree that the counties of Dallas and Union shall be managed entirely and totally in all respects by District 4 to ensure the highest level of efficiency for management, collection, transportation, and processing of waste tires generated within these two counties and that these two counties shall be referred to herein as the "Newly Managed Counties".
2. **District Business Plans.** The parties shall cooperate to the extent necessary to allow for the business plans of District 4 to include all the required information, including but not limited to the location of permitted collection centers, and an estimate of the number of waste tires to be managed, collected, transported and processed from the Newly Managed Counties. Likewise, District 3 will not include an estimate of the number of waste tires to be collected by District 4 or any other information that might infringe on the plans of District 4 pertaining to the Newly Managed Counties.
3. **Management Responsibilities of District 4.** The Parties agree that District 4, at its expense, shall perform all necessary actions and activities to ensure the proper collection, transportation, and processing of the waste tires generated withing

the Newly Managed Counties. Furthermore, District 4 shall ensure the compliance of all Laws and Rules of the State of Arkansas that pertain to the management, collection, and processing of waste tires as they pertain to waste tires generated in the Newly Managed Counties. District 4 will indemnify and hold harmless District 3 in all matters that may arise pertaining to the Newly Managed Counties.

4. **Responsibilities of District 3.** So long as this agreement remains in place, the Parties agree that District 3 shall assign all rights and responsibilities for the management, collection, transportation, and processing of waste tires generated within the Newly Managed Counties. Furthermore, District will take no action that impedes the ability of District 4 to manage the waste tires in compliance with their business plan and the Laws and Rules of the State of Arkansas as they pertain to the management of waste tires in the Newly Managed Counties.
5. **Ratification.** This agreement shall become effective upon its ratification by Tire Accountability Board for both District 4 and District 3.
6. **Duration.** This agreement shall be perpetual, unless and until either Party hereto provides the other Party with written notice at least 180 days in advance of termination.
7. **Legislative Action.** The Parties are public agencies whose authority is subject to the actions of the Arkansas General Assembly. This Agreement is subject to termination, suspension, or cancellation, without penalty to the parties, in whole or in part, subject to the acts of the Arkansas General Assembly.
8. **Relationship of the Parties.** Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.
9. **Severability.** If any provision or portion of the Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.


10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered by facsimile transmission, or electronic signature shall be deemed as effective as an original executed signature page.

11. **Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

12. **Entire Agreement: Modification.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addendum of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

PARTIES:

USED TIRE PROGRAM DISTRICT 3

By: 

Its: Board Chairman

Date: 07/11/23

USED TIRE PROGRAM DISTRICT 4

By: _____

Its: _____

Date: _____

Business Plan (TAP-12)

version 1.7

(Submission #: HPV-XH7M-01DRH, version 3)

Details

Submitted 10/13/2023 (91 days ago) by doug ford
Alt ID UTP-4-Southeast Arkansas Tire Program
Submission ID HPV-XH7M-01DRH
Status Submitted

Form Input

Used Tire Program Overview

Reporting Year
2023

Used Tire Program Identification Number
UTP-4

Used Tire Program (UTP) Name
Southeast Arkansas Tire Program

Used Tire Program Processing Facility Address

Address
6700 Gravel Pit Road
Pine Bluff, AR 71601

List of Permits Issued to UTP

| Permit Type | Permit Number | Permit Expiration Date | Permittee |
|--------------------------------|---------------|------------------------|---|
| TPF - Tire Processing Facility | 0013 | 03/8/2026 | Jefferson County Tire Processing Facility |

Square Mileage Served by the Used Tire Program (UTP)
10,773

Population based on most Recent Federal Census
257,545

Used Tire Program Board Members

| Title | First and Last Name | Phone Number | Email | Mailing Address |
|----------|-----------------------|--------------|-----------------------------|---|
| Director | Eddie Best (Chairman) | 870-946-4321 | ebest@arkansascountyar.org | 101 Court Square, DeWitt, AR 72042 |
| Mayor | Eddy Bush | 870-265-2818 | lvmayor@lakevillagear.gov | PO Box 725, Lake Village, AR 71653 |
| Mayor | Carl Griswold | 870-382-5043 | mitchellvillecity@gmail.com | 216 Emily Bowens Drive, Dumas, AR 71639 |
| Mayor | David Hardke | 870-255-4521 | hazenmayor@cityofhazen.org | PO Box 564, Hazen, AR 72064 |

| Title | First and Last Name | Phone Number | Email | Mailing Address |
|-------|---------------------|--------------|--|---|
| Mayor | Larry Bryant | 870-633-1315 | cityhall@cityofforrestcityar.com | 225 N Washington, Forrest City, AR 72335 |
| Judge | NA | NA | NA | NA |
| Judge | Doug Erwin | 501-676-6403 | deborah.oglesby@lonokecircuitclerk.com | 301 N Center, Ste. 201, Lonoke, AR 72086 |
| Judge | Jim Hudson | 870-853-2000 | ashleycountyjudge@att.net | 205 E Jefferson Street #14, Hamburg, AR 71646 |
| Judge | Randy Pruitt | 870-942-2551 | judge@grantcountyar.com | 101 W Center, Room 101, Sheridan, AR 72150 |
| Judge | Tom Mosley | 870-265-8015 | tom.mosley@chicotcountyar.gov | 108 Main Street, Lake Village, AR 71653 |
| Judge | Terry Sandefer | 870-295-7700 | leecountyjudgets@yahoo.com | 15 E Chestnut Street, Marianna, AR 72360 |
| Judge | Gerald Robinson | 870-541-5360 | grobinson@jeffersoncountyar.gov | 101 W Barraque, Suite 107, Pine Bluff, AR 71601 |

Attach Inter-District Agreement

[Inter-District Agreement.pdf - 07/06/2023 10:03 AM](#)
[By Laws District 4.pdf - 09/12/2023 01:00 PM](#)
[Interlocal Agreement 2 & 4.pdf - 09/12/2023 01:00 PM](#)
[Interlocal Agreement 3 & 4.pdf - 09/12/2023 01:00 PM](#)
[Resolution 2023-1.pdf - 09/12/2023 01:00 PM](#)
[Resolution 2023-2.pdf - 09/12/2023 01:00 PM](#)
[Resolution Dist 4 June 6, 2023.pdf - 09/12/2023 01:00 PM](#)

Comment

Not applicable

Do you have an approved Solid Waste Management Plan filed with DEQ

Yes

Current Calendar Year Operations

Used Tire Program Equipment List

| Year | Equipment | Manufacturer | Make | Model | Serial Number | Cost/Value | Amount Owed | Percentage DEQ PAID |
|------|--------------------------|---------------------|------|-------|---------------|------------|-------------|---------------------|
| 1993 | Articulating loaders (2) | Fiatal+C45:C64lis | 0 | 0 | 0 | 0 | 0 | 0 |
| 2007 | 50 D. Mini excavator (1) | John Deere | 0 | 0 | 0 | 0 | 0 | 0 |
| 2998 | 3900Q Excavator | Link-belt | 0 | 0 | 0 | 0 | 0 | 0 |
| 2014 | Mini excavator Kx37 (1) | Kubota | 0 | 0 | 0 | 0 | 0 | 0 |
| 2015 | Track loader SVL-90 (1) | Kubota | 0 | 0 | 0 | 0 | 0 | 0 |
| 2004 | Mini track loader (1) | Boxer | 0 | 0 | 0 | 0 | 0 | 0 |
| 2006 | Dumptruck (1) | Mack | 0 | 0 | 0 | 0 | 0 | 0 |
| 1999 | Forklift (1) | Yale | 0 | 0 | 0 | 0 | 0 | 0 |
| 1995 | 72x52 SHD TRS | American Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |
| 2004 | 72x52 EG DE TRS | American Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |
| 2006 | 72x52 EG DE TRS | American Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |
| 1998 | Conveyors (10) | American Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |

| Year | Equipment | Manufacturer | Make | Model | Serial Number | Cost/Value | Amount Owed | Percentage DEQ PAID |
|------|-------------------------------|---------------------|------|-------|---------------|------------|-------------|---------------------|
| 2004 | Kinergy Corp Shaker Table (1) | American Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |
| 2004 | Horizontal Magnet Roller | American Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |
| 2004 | Head Roller Magnet (1) | American Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | Sum: 0 | Sum: 0 | |

Contract Obligations

| Contract Name | Length of Contract (Years) | Dollar Amount of Contract |
|---------------------------|----------------------------|---------------------------|
| Jefferson County | 20 | 75.00 |
| Get Rid of It - Transport | 1 | 75.00 |

Attach Actual Contracts

[ACTUAL CONTRACTS.pdf - 07/06/2023 10:04 AM](#)

[Agreement between SEASWMD and Jeff Co..pdf - 09/12/2023 01:43 PM](#)

[Agreement between Get Rid of It and SEASWMD.pdf - 09/12/2023 01:43 PM](#)

[Contract Ext between Get Rid of It and SEASWMD.pdf - 09/12/2023 01:43 PM](#)

Comment

NONE PROVIDED

Disposition of Tires and Tire Residuals Collected and Processed

| Type of Disposition | Shipped To Facility Name | City and State | Amount in Tons | Percentage |
|-------------------------------|-----------------------------------|----------------------|----------------|-------------|
| TDF End User: Pulp & Paper | Evergreen Paper | Pine Bluff, AR | 1,442 | 29.99 |
| Solid Waste Disposal Facility | Cannon Class 4 Landfill | Pine Bluff, AR | 240 | 4.99 |
| Road Project | Jefferson County & Other Counties | Jefferson County, AR | 1,923 | 40.00 |
| Other: NA | Landfill Daily Cover | Jefferson County, AR | 1,203 | 25.02 |
| | | | Sum: 4,808 | Sum: 100.00 |

Administration Time Detail (Current Calendar Year)

| Category | Coordinator | Administrator 1 | Administrator 2 |
|-----------|-------------|-----------------|-----------------|
| % of Time | 0.00 | 0.00 | 0.00 |

Administration Cost Detail (UTP Salaries and Benefits)

| Category | Coordinator | Administrator 1 | Administrator 2 | Current Total for Calendar Year | Projected Total for Calendar Year |
|----------------------------------|-------------|-----------------|-----------------|---------------------------------|-----------------------------------|
| Salary | 0 | 21,000.00 | 0 | NaN | 21,000.00 |
| Total Salary | 0 | 0 | 0 | 0 | 21,000.00 |
| Taxes | 0 | 1,606.50 | 0 | NaN | 1,606.50 |
| Retirement | 0 | 0 | 0 | 0 | 0.00 |
| Insurance | 0 | 0 | 0 | 0 | 0.00 |
| Personal Services Matching Total | 0 | 1,606.50 | 0 | NaN | 1,606.50 |
| Grand Total | 0 | 22,606.50 | 0 | NaN | 0 |
| Expenses Total | 0 | 0 | 0 | 0 | 0 |
| Salary and Expense Total | 0 | 22,606.500 | 0 | NaN | 22,606.50 |
| | | | | Sum: NaN | Sum: 67,820 |

Attach Profit and Loss Statement

PROFIT AND LOSS STATEMENT.pdf - 07/06/2023 10:04 AM

Comment

NONE PROVIDED

Access-Controlled Collection Centers

| Collection Center | Address | Hours | Cost |
|---|--|--------------|-------------|
| Arkansas County Co-op | 1010 E 22nd St, Stuttgart, AR 72160 | 8 | 0 |
| Blue Seal Petroleum | 1715 Whitehead Dr. S, DeWitt, AR 72042 | 8 | 0 |
| Blue Seal Petroleum | 1902 Park Ave, Stuttgart, AR 72160 | 8 | 0 |
| City of Stuttgart - Transfer Station | 1700 2nd St. E., Stuttgart, AR 72160 | 8 | 0 |
| DeWitt Tire and Truck Center | 1941 S Whitehead Dr., DeWitt, AR 72042 | 8 | 0 |
| Petrus Chevrolet | 1901 S Main St., Stuttgart, AR 72160 | 8 | 0 |
| Petrus Ford | 2350 hwy. 63 N, Stuttgart, AR 72160 | 8 | 0 |
| Stuttgart Landfill | 1103 Airbase, Stuttgart, AR 72160 | 0 | 0 |
| White Auto Repair | 627 Hwy. 153, Almyra, AR 72003 | 8 | 0 |
| Grumpy's Garage | 413 S Jefferson, DeWitt, AR 72042 | 8 | 0 |
| Ashley County landfill | 309 Ashley 438, Hamburg, AR 71646 | 8 | 0 |
| Ashley County Yard | W Foote St., Hamburg, AR 71646 | 8 | 0 |
| Bill's Garage | 257 US 165, Portland, AR 71663 | 8 | 0 |
| Crossett Tire | 701 West 1st Ave., Crossett, AR 71635 | 8 | 0 |
| Hometown Tire Center | 411 Fairview Rd., Crossett, AR 71635 | 8 | 0 |
| Johnny's Muffler Shop | 302 Martin Luther King/300 West Long, Hamburg, AR 71646 | 8 | 0 |
| Bradley County Compactor Station--Waste Tire Collection Ctr | 1424 Bradley Rd 25 North, Warren, AR 71671 | 8 | 0 |
| Bradley County | 610 Hwy 278 W, Warren, AR 71671 | 8 | 0 |
| Dee's Station | 217 S Main Street, Hermitage, AR 71647 | 8 | 0 |
| J & H Tire | 309 Smith Rd., Warren, AR 71671 | 8 | 0 |
| Johnson's Quick Lube | 107 W Central St., Warren, AR 71671 | 8 | 0 |
| Johnny's Radiator Shop | 1206 E Church St., Warren, AR 71671 | 8 | 0 |
| Calhoun Co. Landfill | Hwy. 274 W, Hampton, AR 71744 | 8 | 0 |
| Albright Tire & Service Center | 2925 Hwy. 65 South, Eudora, AR 71640 | 8 | 0 |
| Chicot County Landfill | Off Hwy. 65-Lewis Rd., County Rte. 359, Lake Village, AR 71653 | 8 | 0 |
| Epsteins Cotton Gin | 537 Reynolds St., Lake Village, AR 71653 | 8 | 0 |
| Fowler Tire | 215 N Connard St., Dermott, AR 71638 | 8 | 0 |
| Lake Village Seed & Tire Co. | 500 lakeside, Lake Village, AR 71653 | 8 | 0 |
| Selmen Tire | 451 S Main, Eudora, AR 71640 | 8 | 0 |
| Cleveland County Transfer Station | 6910 Hwy. 79 North, Rison, AR 71665 | 8 | 0 |
| KP Carriers | 290 Maple St., Kingsland, AR 71652 | 8 | 0 |
| Cleveland Count Oil/Bumper to Bumper | Hwy. 79 & 35 Intersection, Rison, AR 71665 | 8 | 0 |
| JMR Tire | 1322 Moro St., Fordyce, AR 71742 | 8 | 0 |
| Barney's Tire Center | 1400 Hwy. 65 N, McGehee, AR 71654 | 8 | 0 |
| Desha County Landfill | 1 Landfill Ln., Hwy. 65 S, Winchester, AR 71677 | 8 | 0 |
| Jerry's Tire Service | 1087 Hwy. 165 E, Dumas, AR 71639 | 8 | 0 |
| Charles Palmer Tire | 131 W Railroad St., Monticello, AR 71655 | 8 | 0 |
| Monticello Exxon | 572 W Gaines, Monticello, AR 71655 | 8 | 0 |

| Collection Center | Address | Hours | Cost |
|--|---|-------|------|
| Monticello Transfer Station/City of Monticello | 1466 Old Warren Rd., Monticello, AR 71655 | 8 | 0 |
| Town & Country SVC | 1361 Hwy. 425 South, Monticello, AR 71655 | 8 | 0 |
| B&B Tire Center | 1122 Rock St South, Sheridan, AR 72150 | 8 | 0 |
| Grant County Transfer Station | 1706 S Rose St., Sheridan, AR 72150 | 8 | 0 |
| Crouse Logging | 8705 Hwy. 167 South, Sheridan, AR 72150 | 8 | 0 |
| Country Villag Auto Service/Moores Tire | 320 Knight Haven, Star City, AR 71667 | 8 | 0 |
| Floyds Chip Mill | 501 W Dallas St., Star City, AR 71667 | 8 | 0 |
| Star City Express Lube and Tire | 201 S Lincoln Ave., Star City, AR 71667 | 8 | 0 |
| Lincoln County Transfer Station | 30298 Hwy. 11 South, Star City, AR 71667 | 8 | 0 |
| Affordable Auto and Tire Repair | 406 N Lincoln, Star City, AR 71667 | 8 | 0 |
| Goodnight Farms of Star City, AR, LLC | 824 State Hwy 212 W, Star City, AR 71667 | 8 | 0 |
| American Tire & Core Exchange | 511 S Spruce, Pine Bluff, AR 71601 | 8 | 0 |
| B&D Tire | 4809 Dollarway Rd., Pine Bluff, AR 71601 | 8 | 0 |
| Good Year - Wingfoot | 501 Portea Circle, Pine Bluff, AR 71601 | 8 | 0 |
| MD Tire Corp | 4110 hwy. 65 S, Pine Bluff, AR 71601 | 8 | 0 |
| Roberts Brothers Tire Service | 1415 E Harding Ave., Pine Bluff, AR 71601 | 8 | 0 |
| Wholesale Tire | 5109 Dollarway Rd., Pine Bluff, AR 71601 | 8 | 0 |
| B&W Enterprises LLC | 529 Grider Field Ladd Rd., Pine Bluff, AR 71601 | 8 | 0 |
| Evergreen Packaging | 5201 Fairfield Rd., Pine Bluff, AR 71601 | 8 | 0 |
| Look De Look/GB Discount Tire | 400 Barraque, Pine Bluff, AR 71601 | 8 | 0 |
| City of Altheimer | 209 W 2nd St., Altheimer, AR 72004 | 8 | 0 |
| GFL Landfill | 3083 Smackover Hwy, El Dorado, AR 71730 | 8 | 0 |
| Taylor Tire | 4480 Smackover Hwy, El Dorado, AR 71730 | 8 | 0 |
| Bartlet Tire and Lube | 614 US 49, Marvell, AR | 8 | 0 |
| Barnes Tire & AG | 761 US 49 B, West Helena, AR | 8 | 0 |
| Elaine Tire Shop | 103 Nelson Ave., Elaine, AR | 8 | 0 |

What is the Quantity of Tires Currently on Any Property Owned, Lease, or Otherwise Controlled by this UTP?

500

Outstanding Debts

| Creditor | Monthly Payment Amount | Total Amount Owed | Maturity Date |
|----------|------------------------|-------------------|---------------|
| 0 | 0 | 0 | 12/31/2023 |

Proposed Next Year Operations

Used Tire Program Equipment List

| Year | Equipment | Manufacturer | Make | Model | Serial Number | Cost/Value | Amount Owed | Percentage DEQ PAID |
|------|---------------|-------------------|------|-------|---------------|------------|-------------|---------------------|
| 1993 | loaders (2) | Fiatal+C45:C64lis | 0 | 0 | 0 | 0 | 0 | 0 |
| 2007 | excavator (1) | John Deere | 0 | 0 | 0 | 0 | 0 | 0 |
| 1998 | excavator | Link-belt | 0 | 0 | 0 | 0 | 0 | 0 |
| 2014 | excavator | Kubota | 0 | 0 | 0 | 0 | 0 | 0 |
| 2015 | SVL-90 (1) | Kubota | 0 | 0 | 0 | 0 | 0 | 0 |
| 2004 | oader (1) | Boxer | 0 | 0 | 0 | 0 | 0 | 0 |
| 2006 | Dumptruck | Mack | 0 | 0 | 0 | 0 | 0 | 0 |

| Year | Equipment | Manufacturer | Make | Model | Serial Number | Cost/Value | Amount Owed | Percentage DEQ PAID |
|------|---------------|--------------|------|-------|---------------|------------|-------------|---------------------|
| 1999 | Forklift (1) | Yale | 0 | 0 | 0 | 0 | 0 | 0 |
| 1995 | TRS | Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |
| 2004 | TRS | Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |
| 2006 | TRS | Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |
| 2006 | (10) | Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |
| 2004 | Shaker Table | Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |
| 2004 | Magnet Roller | Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |
| 2004 | Magnet (1) | Pulverizer | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | Sum: 0 | Sum: 0 | |

Contract Obligations

| Contract Name | Length of Contract (Years) | Dollar Amount of Contract |
|------------------|----------------------------|---------------------------|
| Jefferson County | 20 | 75 |
| Get Rid of It | 1 | 75 |

Disposition of Tires and Tire Residuals Collected and Processed

| Type of Disposition | Facility Name | City and State | Amount in Tons | Percentage |
|-------------------------------|-----------------------------------|----------------------|----------------|-------------|
| TDF End User: Pulp & Paper | Evergreen Paper | Pine Bluff, AR | 1,442 | 29.99 |
| Solid Waste Disposal Facility | Cannon Class 4 Landfill | Pine Bluff, AR | 240 | 4.99 |
| Road Project | Jefferson County & Other Counties | Jefferson County, AR | 1,923 | 40.00 |
| Solid Waste Disposal Facility | Landfill Daily Cover | Jefferson County, AR | 1,203 | 25.02 |
| | | | Sum: 4,808 | Sum: 100.00 |

Administration Time Detail (Next Calendar Year)

| Category | Coordinator | Administrator 1 | Administrator 2 |
|-----------|-------------|-----------------|-----------------|
| % of Time | 0.00 | 0.00 | 0.00 |

Administration Cost Detail (UTP Salaries and Benefits)

| Category | Coordinator | Administrator 1 | Administrator 2 | Current Total for Calendar Year | Projected Total for Calendar Year |
|----------------------------------|-------------|-----------------|-----------------|---------------------------------|-----------------------------------|
| Salary | 0 | 21,000.00 | 0 | NaN | 21,630 |
| Total Salary | 0 | 0 | 0 | 0 | 21,630 |
| Taxes | 0 | 1,606.00 | 0 | NaN | 1,654.70 |
| Retirement | 0 | 0 | 0 | 0 | 0 |
| Insurance | 0 | 0 | 0 | 0 | 0 |
| Personal Services Matching Total | 0 | 0 | 0 | 0 | 1,654.70 |
| Grand Total | 0 | 0 | 0 | 0 | 0 |
| Expenses Total | 0 | 0 | 0 | 0 | 0 |
| Salary and Expense Total | 0 | 0 | 0 | 0 | 23,284.70 |
| | | | | Sum: 0 | Sum: 69,854 |

Access-Controlled Collection Centers

| Collection Center | Address | Hours | Cost |
|--|---|-------|------|
| arkansas County Co-Op | 1010 E 22nd St., Stuttgart, AR 72160 | 8 | 0 |
| Blue Seal Petroleum | 1715 Whitehead Dr. S, DeWitt, AR 72042 | 8 | 0 |
| Blue Seal Petroleum | 1902 Park Ave., Stuttgart, AR 72160 | 8 | 0 |
| City of Stuttgart - Transfer Station | 1700 2nd St. E, Stuttgart, AR 72160 | 8 | 0 |
| DeWitt Tire and Truck Center | 1941 S Whitehead Dr., DeWitt, AR 72042 | 8 | 0 |
| Petrus Chevrolet | 1901 S Main St., Stuttgart, AR 72160 | 8 | 0 |
| Petrus Ford | 2350 hwy. 63 N, Stuttgart, AR 72160 | 8 | 0 |
| Stuttgart Landfill | 1103 Airbase, Stuttgart, AR 72160 | 8 | 0 |
| Whites Auto Repair | 627 Hwy. 153, Almyra, AR 72003 | 8 | 0 |
| Grumpy's Garage | 413 S Jefferson, Dewitt, AR 72042 | 8 | 0 |
| Ashley County Landfill | 309 Ashley 438, Hamburg, AR 71646 | 8 | 0 |
| Ashley County Yard | W Foote St, Hamburg, AR 71646 | 8 | 0 |
| Bill's Garage | 257 US 165, Portland, AR 71663 | 8 | 0 |
| Crossett Tire | 701 West 1st Ave., Crossett, AR 71635 | 8 | 0 |
| Hometown Tire Center | 411 Fairview Rd., Crossett, AR 71635 | 8 | 0 |
| Johnny's Muffler Shop | 302 Martin Luther King/300 West Long, Hamburg, AR 71646 | 8 | 0 |
| Bradley County Compactor Station-Waste Tire Collection Ctr | 1424 Bradley Rd 25 North, Warren, AR 71671 | 8 | 0 |
| Bradley County | 610 Hwy 278 W, Warren, AR 71671 | 8 | 0 |
| Dee's Station | 217 S Main Street, Hermitage, AR 71647 | 8 | 0 |
| J & H Tire | 309 Smith Rd., Warren, AR 71671 | 8 | 0 |
| Johnson's Quick Lube | 107 W Central St., Warren, AR 71671 | 8 | 0 |
| Johnny's Radiator Shop | 1206 E Church St., Warren, AR 71671 | 8 | 0 |
| Calhoun Co. Landfill | Hwy. 274 W., Hampton, AR 71744 | 8 | 0 |
| Albright Tire & Service Center | 2925 Hwy. 65 South, Eudora, AR 71640 | 8 | 0 |
| Chicot County Landfill | Off Hwy 65-Lewis Rd., County Rte. 359, Lake Village, AR 71653 | 8 | 0 |
| Epsteins Cotton Gin | 537 Reynolds St., Lake Village, AR 71653 | 8 | 0 |
| Fowler Tire | 215 N Connard St., Dermott, AR 71638 | 8 | 0 |
| Lake Village Seed & Tire Co. | 500 Lakeside, Lake Village, AR 71653 | 8 | 0 |
| Selmen Tire | 451 S Main, Eudora, Air 71640 | 8 | 0 |
| Cleveland County Transfer Station | 6910 Highway 70 North, Rison, AR 71665 | 8 | 0 |
| KP Carriers | 290 Maple St., Kingsland, AR 71652 | 8 | 0 |
| Cleveland Count Oil/Bumper to Bumper | Hwy. 79 & 35 Intersection, Rison, AR 71665 | 8 | 0 |
| JMR Tire | 1322 Moro St., Fordyce, AR 71742 | 8 | 0 |
| Barney's Tire Center | 1400 Hwy 65 N, McGehee, AR 71654 | 8 | 0 |
| Desha County Landfill | 1 Landfill Ln., Hwy 65 S, Winchester, AR 71677 | 8 | 0 |
| Jerry's Tire Service | 1087 Hwy. 165 E., Dumas, AR 71639 | 8 | 0 |
| Charles Palmer Tire | 131 W Railroad St., Monticello, AR 71655 | 8 | 0 |
| Monticello Exxon | 572 W Gaines, Monticello, AR 71655 | 8 | 0 |
| Monticello Transfer Station/City of Monticello | 1466 Old Warren Rd., Monticello, AR 71655 | 8 | 0 |
| Town & Country SVC | 1361 Hwy. 425 S., Monticello, AR 71655 | 8 | 0 |
| B&B Tire Center | 1122 Rock St. S., Sheridan, AR 72150 | 8 | 0 |
| Grant County Transfer Station | 1706 S Rose St., Sheridan, AR 72150 | 8 | 0 |
| Crouse Logging | 8705 Hwy. 167 S., Sheridan, AR 72150 | 8 | 0 |

| Collection Center | Address | Hours | Cost |
|--|---|-------|------|
| Country Village Auto Service/Moores Tire | 325 Knight Haven, Star City, AR 71667 | 8 | 0 |
| Floyds Chip Mill | 501 W Dallas St., Star City, AR 71667 | 8 | 0 |
| Star City Express Lube and Tire | 201 S Lincoln Ave., Star City, AR 71667 | 8 | 0 |
| Lincoln County Transfer Station | 30298 Hwy. 11 South, Star City, AR 71667 | 8 | 0 |
| Affordable Auto and Tire Repair | 406 N Lincoln, Star City, AR 71667 | 8 | 0 |
| Goodnight Farms of Star City, AR, LLC | 824 State Hwy. 212 W, Star City, AR 71667 | 8 | 0 |
| American Tire & Core Exchange | 511 S Spruce, Pine Bluff, AR 71601 | 8 | 0 |
| B&D Tire | 4809 Dollarway Rd., Pine Bluff, AR 71601 | 8 | 0 |
| Good Year - Wingfoot | 501 Portea Circle, Pine Bluff, AR 71601 | 8 | 0 |
| Mid Tire Corp | 4110 Hwy 65 S, Pine Bluff, AR 71601 | 8 | 0 |
| Roberts Brothers Tire Service | 1415 E Harding Ave., Pine Bluff, AR 71601 | 8 | 0 |
| Wholesale Tire | 5109 Dollarway Road, Pine Bluff, AR 71601 | 8 | 0 |
| B&W Enterprises LLC | 529 Grider Field Ladd Rd., Pine Bluff, AR 71601 | 8 | 0 |
| Evergreen Packaging | 5201 Fairfield Rd., Pine Bluff, AR 71601 | 8 | 0 |
| Look De Look/GB Discount Tire | 400 Barraque, Pine Bluff, AR 71601 | 8 | 0 |
| City of Altheimer | 209 W 2nd St., Altheimer, AR 72004 | 8 | 0 |
| GFL Landfill | 3083 Smackover Hwy., El Dorado, AR 71730 | 8 | 0 |
| Taylor Tire | 4480 Smackover Hwy., El Dorado, AR 71730 | 8 | 0 |
| Bartlet Tire and Lube | 614 US 49, Marvell, AR | 8 | 0 |
| Barnes Tire & AG | 761 US 49 B, West Helena, AR | 8 | 0 |
| Elaine Tire Shop | 103 Nelson Ave., Elaine, AR | 8 | 0 |

Outstanding Debts

| Creditor | Monthly Payment Amount | Total Amount Owed | Maturity Date |
|----------|------------------------|-------------------|---------------|
| None | 0 | 0 | 12/31/2023 |

Attach Capital Improvement and Maintenance Plan with Estimated Expenditures and Cost for the Next Calendar Year

[2023-2024 Capital Improvement-Maintenance Cost.pdf - 07/06/2023 08:28 AM](#)

Comment

NONE PROVIDED

What are the District's Tire Management and Processing Goals for the Next Three (3) Calendar Years?

Waste District #4 plans to collect and process waste tires from fourteen (14) counties now in the District. The District will continue to minimize the use of landfill space to dispose of waste tires.

Discuss the District's Initiatives to Increase Efficiency and Productivity for the Next Three (3) Calendar Years

As presented in the attached 2023-2024 Capital Improvement-Maintenance Cost document, the District proposes some capital expenditures on equipment and continued maintenance to maintain productivity.

Analyze the District's Efforts to Promote Recycling and Sustainability for the Next Three (3) Calendar Years

Waste District #4 intends to continue to make collection of tires as easy as possible for our residents to minimize illegal dumping of tires. We intend to possibly double or triple the amount of high quality TDF we make, a product that can be sold to a consumer within Jefferson County. We would like to find other beneficial uses for one-pass shreds and secondary chips (2-inch chips not suitable for TDF). We are currently working with our mayors and judges to come up with beneficial civil engineering projects to utilize these tire recycling products in our own districts. It is also important for the DEQ to lead a statewide marketing initiative for recycling tire products and by-products. In the course of making TDF, we do end up with residual material, a mix of rubber and metal wire for which we have no alternative but landfill. Our goal is to send nothing to landfill. Accomplishing this would require equipment to separate the rubber and metal, and thereby make both marketable.

Fiscal Evaluation

Used Tire Program Expenses

| Category | Explain | Previous Calendar Year (Actual Cost) | Current Calendar Year (Projected Cost) | Next Calendar Year (Projected Cost) |
|---|---------|--------------------------------------|--|-------------------------------------|
| Wages | | 0 | 0 | 0 |
| Personal Services Matching | | 0 | 0 | 0 |
| Mileage | | 0 | 0 | 0 |
| Insurance | | 0 | 0 | 0 |
| Rent (UTP Space) | | 0 | 0 | 0 |
| Utilities (Electricity Gas, Water, Telephone) | | 0 | 0 | 0 |
| Office Expenses | Admin | 0 | 22,605.50 | 23,284.70 |
| Processing and Disposal Fees | | 0 | 0 | 0 |
| Advertising | | 0 | 0 | 0 |
| Contractual Services | | 475,243.00 | 710,966.03 | 710,966.03 |
| Miscellaneous | | 0 | 0 | 0 |
| Equipment Purchases | | 0 | 0 | 0 |
| Vehicle Purchases | | 0 | 0 | 0 |
| Maintenance and Repair | | 0 | 0 | 0 |
| | | Sum: 475,243 | Sum: 733,572 | Sum: 734,251 |

Reimbursements from DEQ

| Previous Calendar Year (Actual Reimbursements) | Current Calendar Year (Project Reimbursements) | Next Calendar Year (Projected Reimbursements) |
|--|--|---|
| 2.40 | 2.90 | 2.90 |

Used Tire Program Local Revenue

| Category | Explain | Previous Calendar Year (Actual Revenue) | Current Calendar Year (Projected Revenue) | Next Calendar Year (Projected Revenue) |
|---------------------------------|---------|---|---|--|
| DEQ Tire Monies | | 0 | 0 | 0 |
| Other Tire Monies | | 0 | 0 | 0 |
| District Fees on Fee-Paid Tires | | 0 | 0 | 0 |
| TDF Sales | | 0 | 0 | 0 |
| Mulch Sales | | 0 | 0 | 0 |
| Other Sales from Used Tires | | 0 | 0 | 0 |
| Rental Tire Trailers | | 0 | 0 | 0 |
| Other | | 0 | 0 | 0 |
| | | Sum: 0 | Sum: 0 | Sum: 0 |

Tire Management

| Tire Type | Previous Calendar Year (Actual Count) | Current Calendar Year (Projected Count) | Next Calendar Year (Projected Count) |
|------------------|---------------------------------------|---|--------------------------------------|
| Small Tire | 174,735 | 224,422 | 224,422 |
| Large Tire | 21,428 | 26,974 | 26,974 |
| Extra Large Tire | 1,855 | 1,934 | 1,934 |
| | Sum: 198,018 | Sum: 253,330 | Sum: 253,330 |

Management Cost Per Tire (UTP Expenses Per Number of Tires Managed)

| Category | Previous Calendar Year Actual | Current Calendar Year Projected | Next Calendar Year Projected |
|----------|-------------------------------|---------------------------------|------------------------------|
| Total | 2.40 | 2.90 | 2.90 |

Management Cost minus Program Local Revenue Per Tire (UTP Expenses Per Number of Tires Managed)

| Category | Previous Calendar Year Actual | Current Calendar Year Projected | Next Calendar Year Project |
|----------|-------------------------------|---------------------------------|----------------------------|
| Total | 2.40 | 2.90 | 2.90 |

Attachments

| Date | Attachment Name | Context | User |
|--------------------|--|------------|-----------|
| 10/13/2023 9:54 AM | CertificationForm.pdf | Unknown | doug ford |
| 9/12/2023 1:43 PM | Contract Ext between Get Rid of It and SEASWMD.pdf | Attachment | doug ford |
| 9/12/2023 1:43 PM | Agreement between Get Rid of It and SEASWMD.pdf | Attachment | doug ford |
| 9/12/2023 1:43 PM | Agreement between SEASWMD and Jeff Co..pdf | Attachment | doug ford |
| 9/12/2023 1:00 PM | Resolution Dist 4 June 6,2023.pdf | Attachment | doug ford |
| 9/12/2023 1:00 PM | Resolution 2023-2.pdf | Attachment | doug ford |
| 9/12/2023 1:00 PM | Resolution 2023-1.pdf | Attachment | doug ford |
| 9/12/2023 1:00 PM | Interlocal Agreement 3 &4.pdf | Attachment | doug ford |
| 9/12/2023 1:00 PM | Interlocal Agreement 2 & 4.pdf | Attachment | doug ford |
| 9/12/2023 1:00 PM | By Laws District 4.pdf | Attachment | doug ford |
| 7/6/2023 10:04 AM | PROFIT AND LOSS STATEMENT.pdf | Attachment | doug ford |
| 7/6/2023 10:04 AM | ACTUAL CONTRACTS.pdf | Attachment | doug ford |
| 7/6/2023 10:03 AM | Inter-District Agreement.pdf | Attachment | doug ford |
| 7/6/2023 8:28 AM | 2023-2024 Capital Improvement-Maintenance Cost.pdf | Attachment | doug ford |

Internal Data

| Label | Value |
|--------------------|-------|
| Previous Year Cost | 2.40 |
| Current Year Cost | 2.90 |
| Next Year Cost | 2.90 |



ENVIRONMENTAL QUALITY

Certification of ePortal Submission

This form is to be used to certify electronic ePortal submissions. Please check with the appropriate section for who has the authority to sign this form. A hardcopy of this form with original signature must be sent to DEQ, 5301 Northshore Drive, North Little Rock, AR 72118. Please do not send a hardcopy of the ePortal submission with this form. All fields are required.

Table with 5 rows and 2 columns containing submission details: 1. Section to which the ePortal Submission was Submitted: Tire Accountability Program; 2. Form Name: Business Plan (TAP-12); 3. Arkansas DEQ Facility Identification Number (AFIN), if available: UTP-4-Southeast Arkansas Tire Program; 4. Facility Name: Southeast Arkansas Tire Program; 5. Facility Physical Address: 6700 Gravel Pit Road Pine Bluff, AR 71601

I certify under penalty of law that the ePortal submission with Submission ID# HPV-XH7M-01DRH and revision # 3 which was submitted electronically on 10/13/2023 9:53:21 AM 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 fine and imprisonment for knowing violations.

Eddie Best (Chairman)

Director

typed/printed name of signatory authority

title

signature of signatory authority

date

CONTRACT EXTENSION AGREEMENT

This Contract Extension Agreement (this "Extension"), effective May 1, 2023, by and between Get Rid of It Waste Corporation, an Arkansas corporation, with offices located at 313 Ready Rd., El Dorado, Arkansas ("Carrier"), and the Southeast Arkansas Regional Solid Waste Management Board a/k/a SEARSWMB, with offices located at 721 S. Walnut, Pine Bluff, Arkansas ("Company").

WHEREAS, the Waste Tire Transportation Agreement entered into between Carrier and Company, effective from November 1, 2018 through April 30, 2023 (the "Original Contract"), the term of which expires April 30, 2023; and

WHEREAS, Company desires for Carrier to continue providing services and Carrier desires to continue providing services for Company, as contemplated under the Original Contract, and as amended herein, through April 30, 2024; and

WHEREAS, the Original Contract contemplates extending the term of the Original Contract by mutual written consent of the parties;

NOW THEREFORE, in consideration of the promises contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. The Original Contract is hereby extended from May 1, 2023, through April 30, 2024, and the Original Contract shall continue in full force and effect as though the expiration date of the Original Contract was April 30, 2024.
2. By executing this Extension, Company acknowledges and agrees to continue to be bound by the terms and provisions of the Original Contract, and the amendments thereto as stated herein, through April 30, 2024.
3. By executing this Extension, Carrier acknowledges and agrees to continue to be bound by the terms and provisions of the Original Contract, and the amendments thereto as stated herein, through April 30, 2024.
4. The parties each acknowledge this Extension of the Original Contract shall terminate on April 30, 2024.
5. Carrier and Company each acknowledge that additional Origin Locations have been added during the course of the Original Contract, as contemplated therein. Carrier

agrees to continue servicing these additional Origin Locations at the rates it has been charging since the addition of the same. Company agrees to continue paying Carrier the rates that it has been charging since the addition of the additional Origin Locations.

6. Company agrees to continue to pay to Carrier One Hundred Dollars and NO/100 (\$100.00) per month for each 40 yard open top container located at public tire collection centers.
7. Carrier agrees that, except as stated above, it will continue to charge the tonnage rates, without any annual increases, as stated in the Original Contract, and acknowledges that any increases in tonnage rates must be approved by the Arkansas Department of Environmental Quality, Office of Land Resources, Tire Accountability Program. As such, Carrier also agrees that no increases in tonnage rates will be charged, retroactively or prospectively, without prior approval of the Arkansas Department of Environmental Quality, Office of Land Resources, Tire Accountability Program.
8. Carrier acknowledges that the future of the Waste Tire Grants Funding through Arkansas Department of Environmental Quality, Office of Land Resources, Tire Accountability Program remains uncertain and that this Extension may be terminated in the event the funding program becomes unavailable, as contemplated in the Original Contract.
9. Nothing in this Extension shall be construed in a manner to restrict Carrier's charging and collection of rental charges, at the current rate, from company's operating as a private tire generator location for each container provided by Carrier for the collection of tires by a company requesting such container at a private tire generator location.
10. Except as otherwise stated herein, this Extension in no way alters, amends, or modifies the terms and provisions of the Original Contract, other than to extend the termination date of the Original Contract to April 30, 2024.

IN WITNESS WHEREOF, the parties have caused this Extension to be executed by their duly authorized representatives as of the date first written above.

COMPANY

SOUTHEAST ARKANSAS
REGIONAL SOLID WASTE
MANAGEMENT BOARD

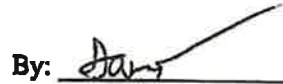
By: 

Title: Deputy Director

Date: 4-29-23

CARRIER

GET RID OF IT WASTE
CORPORATION

By: 

Title: President

Date: 4/28/23

WASTE TIRE TRANSPORTATION AGREEMENT

This Waste Tire Transportation Agreement (this "Agreement") effective this 1st day of November, 2018 (the "Effective Date"), by and between GET RID OF IT WASTE CORPORATION, an Arkansas corporation, with offices located at 313 Ready Rd., El Dorado, Arkansas 71730, (the "CARRIER"), and SOUTHEAST ARKANSAS REGIONAL SOLID WASTE MANAGEMENT BOARD, aka, SEARSWMB, with offices at 721 S. Walnut Street, Pine Bluff, AR 71601, (the "COMPANY").

CARRIER acknowledges that COMPANY'S affiliates and subsidiaries (collectively "Affiliates") are intended third party beneficiaries of this Agreement. Affiliates shall have the right to exercise all of the rights of COMPANY under this Agreement. References in this Agreement to COMPANY shall be deemed to include Affiliates as the content requires.

RECITALS

WHEREAS, the CARRIER is an independent contractor in the business of providing Waste Tire transportation services; and

WHEREAS, the CARRIER is authorized by applicable state and local authorities as well as the U.S. Department of Transportation ("U.S. DOT") and has all necessary and proper permits, registrations and licenses to operate as a contract CARRIER and is authorized to transport Materials (as hereinafter defined); and

WHEREAS, the COMPANY has distinct and special transportation and loading requirements and desires to enter into a contract with the CARRIER for the loading and transportation of its Materials in certain locations;

NOW, THEREFORE, in consideration of the promises and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arkansas, without regard to its conflicts of law rules.

2. DEFINITIONS

As used herein, the following terms shall have the following meanings:

- A. "Applicable Laws" shall mean all local, state and federal statutes, ordinances, laws, rules, regulations, licensing and permit requirements applicable to CARRIER'S operations, equipment and the provision of services hereunder.
- B. "Customer" means any third party customer of COMPANY with respect to whom COMPANY is requesting services by CARRIER.

- C. "Destinations" or "Destination Locations" means the landfill, tire recyclables processing centers and other locations designated by COMPANY as the destinations for the Materials, as identified herein and as may be amended from time to time by COMPANY.
- D. "Equipment" shall mean the trucks and containers used by CARRIER to perform services under this Agreement. With the exception of County operated facilities, COMPANY is not providing any Equipment to CARRIER for the performance of the Services.
- E. "Materials" shall mean all non-hazardous waste tires that are transported for COMPANY under this Agreement, and does not include other materials or wastes. CARRIER has no responsibility to transport any other materials or wastes under this Agreement.
- F. "Origins" or "Origin Locations" means the COMPANY'S designated drop-off sites or private entities for initial waste tire collections, and other locations identified herein, and as may be amended from time to time by COMPANY.
- G. "Services" means materials transportation and other services provided by CARRIER pursuant to this Agreement.
- H. Words which have a well-known technical or trade meaning, unless otherwise specifically defined in this Agreement, shall be construed in accordance with such well-known meaning, recognized by the solid waste and recyclables transportation professions and trades.

3. ORIGIN LOCATIONS AND DESTINATION LOCATIONS

- A. CARRIER agrees to transport Materials, under the terms, conditions and rates set forth herein, from the Origin Locations to the Destination Locations set forth herein, and in accordance with its terms and conditions. The CARRIER will not refuse any Materials shipments tendered from COMPANY pursuant to this Agreement. COMPANY acknowledges that Destination Locations will be designated by COMPANY and that CARRIER will not make any independent decisions where to transport the Materials.
- B. COMPANY will provide to CARRIER shipping documents for each load of Materials to be transported from the Origin Location to a Destination Location. At the Destination Location the CARRIER will obtain a receipt showing the load has been delivered and the weight of the delivered load. For each load delivered, the CARRIER shall promptly deliver to the COMPANY all shipping documents and the delivery receipt, including load weight, for such load.

- DeWitt Tire and Truck Center November 1, 2018
1941 S. Whitehead Dr.
DeWitt, AR
- Petrus Chevrolet November 1, 2018
1901 S. Main St.
Stuttgart, AR
- White's Auto Repair November 1, 2018
627 Hwy 153
Almyra, AR
- Stuttgart Landfill November 1, 2018
1103 Airbase
Stuttgart, AR
- DeWitt Transfer Station November 1, 2018
58 O.E. Fisher Lane
DeWitt, AR

ASHLEY COUNTY

- Crossett Tire November 1, 2018
701 W. 1st Ave.
Crossett, AR
- Ashley County Landfill November 1, 2018
309 Ashley 438 Road
Hamburg, AR
- Bill's Garage November 1, 2018
257 Hwy 165 S
Portland, AR
- Hometown Tire Center November 1, 2018
411 Fairview
Crossett, AR

BRADLEY COUNTY

- J & H Lube November 1, 2018
309 Smith
Warren, AR
- Dee's Station November 1, 2018
217 S. Main St.
Hermitage, AR

- Bradley County Landfill November 1, 2018
101 E. Cedar
Warren, AR
- City of Warren Transfer Station November 1, 2018
610 Hwy 278 W
Warren, AR

CHICOT COUNTY

- Epstein Gin Company November 1, 2018
537 Reynolds St.
Lake Village, AR
- Chicot County Landfill November 1, 2018
Hwy 65 & Lewis RD, County RTE 359
Lake Village, AR
- Albright Tire November 1, 2018
2925 Hwy 65 S
Eudora, AR
- Lake Village Seed and Tire November 1, 2018
500 Lakeside Dr.
Lake Village, AR

CLEVELAND COUNTY

- Cleveland County Transfer November 1, 2018
Station
6910 Hwy 79 N
Rison, AR
- KP Carriers November 1, 2018
290 Maple St.
Kingsland, AR

DESHA COUNTY

- Desha County Landfill November 1, 2018
1 Landfill Ln, Hwy 65 S
Winchester, AR
- Barney Tire Center November 1, 2018
1400 Hwy 65 N
McGehee, AR

- Jerry's Tire Service November 1, 2018
1087 Hwy 165 E
Dumas, AR

DREW COUNTY

- Town and Country November 1, 2018
1222 Hwy 278 E
Monticello, AR
- Monticello Exxon November 1, 2018
527 W. Gaines
Monticello, AR
- Charles Palmer Tire November 1, 2018
131 W. Railroad St.
Monticello, AR
- Monticello Transfer Station November 1, 2018
1466 Old Warren Rd.
Monticello, AR
- CT Speedy Lube November 1, 2018
502 Hwy 425 S
Monticello, AR
- Lucky's Chevrolet November 1, 2018
1215 US 425
Monticello, AR

GRANT COUNTY

- Grant County Transfer Station November 1, 2018
1706 Rose St.
Sheridan, AR
- B&B Tire Center November 1, 2018
1122 Rock St. S
Sheridan, AR

LINCOLN COUNTY

- Country Village Auto Service/ November 1, 2018
Moore's Tire
320 Knight Haven Cir.
Star City, AR

- Precision Alignment November 1, 2018
201 S. Lincoln Ave.
Star City, AR
- Floyd's Chip Mill November 1, 2018
401 W. Dallas St.
Star City, AR
- Lincoln County Transfer Station November 1, 2018
1700 Hwy 11 S
Star City, AR
- Affordable Auto and Tire Repair November 1, 2018
406 N. Lincoln
Star City, AR

NOTE: The list of initial Origin Locations is provided for reference only and is not intended to be restrictive or limiting. The Origin Locations are subject to change as contemplated in this Agreement.

- Initial Destinations Locations:
(Landfills, recyclables processing
Facilities and other locations) Commencement Date
 - Jefferson County Tire Processing Facility November 1, 2018
6700 Gravel Pit Road
White Hall, AR 71602

Alternate Destinations Locations:

- Davis Rubber Company November 1, 2018
1800 E. 14th St.
Little Rock, AR 72202
 - This Destination Location is to be used in the event the Jefferson County Tire Processing Facility is unavailable and may include additional shipping fees to be paid by COMPANY.

NOTE: The list of initial Destination Locations is provided for reference only and is not intended to be restrictive or limiting. The Destination Locations are subject to change as contemplated in this Agreement.

4. TERM OF CONTRACT

The Term of this Agreement shall begin on the Effective Date set forth above for all locations covered under this Agreement; provided, however, that the Services with respect to each Origin Location and Destination Location may not commence until the applicable commencement date for such Origin Location or

Destination Location set forth herein. The Term of this Agreement shall expire on April 30, 2023, (the "Initial Term"). The Term of this Agreement may be extended by mutual written consent of the parties (the "Renewal Term" and, together with the Initial Term, the "Term"). Upon termination or expiration, all rights and obligations of the parties hereunder shall terminate, except such as have previously accrued or as are specially provided otherwise herein.

5. RATES, CHARGES, INVOICING, PAYMENTS, AND RATE ADJUSTMENTS

- A. COMPANY shall compensate CARRIER for the Services in accordance with the rates and charges and other terms and conditions set forth herein. CARRIER shall bear all costs incurred in performing the Services, including but not limited to: (i) all costs required to operate and maintain the Equipment in a safe and roadworthy condition and manner consistent with good business practices and industry standards and as required by all Applicable Laws; (ii) all other operating costs for or relating to the Equipment, personnel (including but not limited to any taxes, labor, employee benefits, union or collective bargaining costs), insurance, fuel, permits, and licenses; and (iii) all taxes, tolls, expenses, fines and fees incurred in connection with the loading and transportation of Materials from the Origin Locations to the Destination Locations.
- B. CARRIER shall submit to COMPANY on a monthly basis invoices for the Services provided in the preceding month which shall include, for each load, the Origin Location, Destination Location, costs of Services, truck number, net weight, original shipping order or delivery receipt, state certified scale ticket, rate per ton for transporting, total charges, invoice date and invoice number, and any other reports or information required by the COMPANY or ADEQ. CARRIER shall include in each such invoice all state and local sales, use or excise taxes, itemizing such amounts. CARRIER shall indemnify and hold COMPANY harmless for any interest, fines or penalties incurred by COMPANY as a result of CARRIER'S failure to charge COMPANY for applicable state and local sales, use or excise taxes. In the event the COMPANY determines that Services provided by the CARRIER are not subject to applicable state and local sales, use or excise taxes, COMPANY will provide CARRIER with appropriate resale/exemption certificates or other acceptable documentation.
- C. The manifest system must be approved by the COMPANY. There must be a manifest of each load and a cumulative monthly manifest, each of which must track passenger, truck, and extra large tires separately. Additionally, the cumulative monthly manifest must be received by 12 noon on the Second Wednesday of each month, unless otherwise directed by COMPANY.

- D. CARRIER must send all extra or accessorial freight charges on a freight bill referencing the B/L release or PO number to the designated address for approval and payment.
- E. COMPANY shall pay all undisputed amounts due within 45 days after receipt of such documentation. If the COMPANY receives any invoice or portion thereof that it believes was billed in error, the COMPANY will timely pay the undisputed portion of the invoice, and before the invoice payment is due, notify CARRIER in writing of the portion that the COMPANY believes to be billed in error, together with information supporting the COMPANY'S belief. The due date for these disputed sums shall then be extended for 15 days (or such later time as both parties may agree) from the date the CARRIER provides the COMPANY with all reasonably requested supporting documentation as to the legitimacy and accuracy of the disputed amount.
- F. The rate for all Services performed for each county are indicated below:

| COUNTY | DESCRIPTION | DOLLARS PER TON |
|-----------|---|-----------------|
| Arkansas | 40 yard open top containers at each Origin Location | \$72.51 |
| Ashley | 40 yard open top containers at each Origin Location | \$83.81 |
| Bradley | 40 yard open top containers at each Origin Location | \$73.28 |
| Chicot | 40 yard open top containers at each Origin Location | \$82.37 |
| Cleveland | 40 yard open top containers at each Origin Location | \$63.60 |
| Desha | 40 yard open top containers at each Origin Location | \$71.80 |
| Drew | 40 yard open top containers at each Origin Location | \$71.75 |
| Grant | 40 yard open top containers at each Origin Location | \$60.56 |
| Lincoln | 40 yard open top containers at each Origin Location | \$64.94 |

- G. The rates quoted above net of fuel cost of all Origin Locations shall be adjusted on the first anniversary date of the Agreement, and annually thereafter, by a percentage equal to 100% of the consumer price index as provided by the U.S. Department of Labor, Bureau of Labor Statistics for All Urban Consumers for the South, for the latest available monthly index period to the same index twelve months prior, as published by the U.S. Department of Labor using the formula shown below.

Rate Adjustments apply only to service rates. The rental rate for containers shall not be adjusted.

The following example illustrates the computation of percent change for an agreement with an anniversary date of August 1, 2018, and is offered for example only.

| | |
|--|--------------------------|
| CPI for current period (August 2018) | 243.605 |
| Less CPI for previous period (August 2017) | 237.892 |
| Equals index point change | 5.713 |
| Divided by previous period CPI (August 2017) | 237.892 |
| Equals | .02401 |
| Result multiplied by 100% | .02401 x 100% |
| Equal percent change for next twelve month period | 2.401 |

6. VOLUME

- A. During the Term of this Agreement, COMPANY intends to use CARRIER as a transporter for the COMPANY's Materials shipments from the Origin Locations to the Destination Locations covered by this Agreement. **COMPANY does not guarantee a minimum haul rate.** Provided CARRIER has not been provided notice of any alleged breach of any term of this Agreement, or the CARRIER has not been terminated pursuant to any provisions herein, COMPANY grants CARRIER the exclusive right to perform the Services described in this Agreement.
- B. CARRIER shall be fully operational and capable of providing the Services in accordance with the terms and conditions set forth in this Agreement for each Origin Location on the Effective Date.
- C. CARRIER shall make available sufficient Equipment to transport all Materials shipments from the Origin Locations to the Destination Locations as set forth herein on a timely basis as stated in Section 20, including any periodic or seasonal increases in the volumes of Materials required to be transported from an Origin Location to its given Destination Location. If COMPANY anticipates that there will be a continuous and sustained increase in the volume of Materials to be transported from any Origin Location to a Destination Location covered by this Agreement, COMPANY shall provide written notice to CARRIER of such increase and CARRIER shall be provided

a reasonable period of time, not less than 30 days after such notice, to supply additional Equipment to transport the increased volume of Materials. CARRIER shall provide sufficient personnel and Equipment to transport every day from each Origin Location all Materials tipped at or necessary to be removed from such Origin Location on that day. CARRIER shall perform the services during the current normal hours of operations of the Origin Locations and Destination Locations.

7. EQUIPMENT AND PERSONNEL

- A. CARRIER shall provide personnel and Equipment sufficient to provide the Services in a legal and a safe manner, and in accordance with the terms and conditions of this Agreement on each operating day at the Origin Locations during the Term of this Agreement.
- B. CARRIER shall provide 40-yard open top containers at each Origin Location sufficient to handle the volume of Material produced at each Origin Location.
- C. CARRIER represents and warrants that all Equipment used hereunder shall be in safe and roadworthy condition and shall comply with all Applicable Laws, particularly with regard to (i) the replacement of tires and brakes; (ii) legal weight limits for highway transportation; (iii) properly tarping and securing all loads; (iv) transportation of Materials, including those relating to the prevention of leaks and airborne Materials; and (v) proper licensing and permit requirements. (This list shall not be construed as an exhaustive list of conditions to which the CARRIER must comply, but is provided for illustration only). CARRIER shall provide all necessary back-up Equipment in case of breakdown so as to minimize facility downtime.
- D. If, at any time, CARRIER anticipates being unable to conform with any requirements herein, CARRIER shall notify a COMPANY representative within 24 hours. Such notice shall not relieve CARRIER of any of its obligations and liabilities described in this Agreement.
- E. CARRIER shall offer 40-yard open top containers to the Origin Locations at no charge. Any Origin Location that refuses to use CARRIER'S container will be removed from this Agreement and CARRIER shall have no responsibility to continue servicing said Origin Location.
- F. CARRIER will coordinate container placement with the individual Origin Locations to ensure placement of adequate containers at the Origin Locations at all times.
- G. In addition to compliance with all applicable federal, state, and local laws, regulations, and ordinances, CARRIER and CARRIER'S Equipment shall meet the following minimum standards and specifications:

1. All drivers shall have a current and appropriate state Commercial Drivers License; a copy of the vehicle registration, inspection sticker and insurance card; the most recent annual Motor Vehicle Report (not to exceed six months of current date); and a current and valid U.S. DOT required medical certificate.
2. CARRIER shall maintain current Driver Qualifications and Training files for each driver and shall keep on file all pre- and post-trip vehicle condition reports for a six-month period.
3. All drivers shall be 21 years or older.
4. All drivers shall ensure trailers or Equipment are properly secured and tarped prior to departure.
5. All drivers shall operate in the safest effective manner possible while in the transfer station, on public or private property, and in the landfill property by obeying all posted signs, directions from designated spotters, and applying all their experience to safely and effectively accomplish their assignment.
6. While operating at COMPANY facilities, CARRIER'S drivers shall wear a high-visibility vest when outside of their truck.
7. All drivers shall use only tractor-trailer routes that will accommodate appropriate height and weight restrictions. No residential streets will be transited except at the landfill entrance and under 25 mph.
8. All CARRIER'S employees shall be courteous at all times and shall work quietly and not use loud or profane language.
9. No employee of CARRIER shall solicit or request gratuities at any time.
10. No employee of CARRIER shall conduct salvaging at any time.
11. All containers provided shall be empty, and shall not have been used for the transport of Special or Hazardous Waste, as defined by any federal, state or local law, or other regulated substance, without having been cleaned prior to deployment for transport of COMPANY'S Materials.
12. CARRIER'S drivers at all times shall comply with COMPANY'S Safety Rules for Origin Locations and Destination Locations, and CARRIER'S drivers at all times shall also comply with all Site Specific Work and/or Operational Rules, Procedures and Requirements.

8. PERFORMANCE STANDARDS

- A. CARRIER shall ensure that the Services are performed in a safe, professional and workmanlike manner and in compliance with all Applicable Laws,

including, but not limited to, Federal Motor Carrier Safety Regulations (including without limitations 49 CFR Parts 381-399 and any amendments), federal and state vehicles codes, state commercial driver licensing laws, local, state, and federal environmental requirements, and state and federal OSHA standards. Without limiting the foregoing, the CARRIER further represents and warrants that it has received, maintains currently and will maintain a "Satisfactory" safety rating pursuant to all required U.S. DOT, state and local inspection processes, and that CARRIER also will at all times maintain a "Satisfactory" safety rating with the Federal Motor Carrier Safety Administration ("FMCSA"). CARRIER shall regularly provide its safety information to FMCSA's Safety and Fitness Electronic Records System ("SAFER") and SAFESTAT website including U.S. DOT inspections, accident history, insurance coverage, and DOT Safety Rating; in the event that CARRIER receives a "Conditional," "Unsatisfactory," or "Unfit" safety rating, CARRIER shall immediately notify COMPANY verbally and in writing. CARRIER shall at all times have and maintain all permits, authorizations, registrations, franchises, certificates, licenses and all other required documents and approvals necessary to perform all Services.

- B. CARRIER shall be solely responsible for initiating, maintaining, and supervising all health and safety precautions, requirements and programs for its employees, subcontractors, vendors and other persons in connection with the services.

9. CUSTODY AND HANDLING OF MATERIALS

CARRIER shall have the sole and exclusive responsibility and liability for the care, custody, and control of the Materials from the time the Materials are loaded onto CARRIER'S Equipment at the Origin Location until the Materials are discharged from CARRIER'S Equipment at the Destination Location. CARRIER agrees that it shall be responsible for the transport of the Materials to the Destination Location without contamination of the Materials resulting from the selection or condition of CARRIER'S Equipment, CARRIER'S methods of processing and transporting the Materials, or any other element of CARRIER'S operations or activities. Except in the event and to the extent of COMPANY'S negligence, CARRIER assumes full responsibility and shall bear all liability for any and all damages and fines occurring during the time that the Materials are in CARRIER'S control, custody, or possession. CARRIER is expressly prohibited from adding any objects, waste or materials to the Materials, or removing any objects, waste or materials from the Materials, at any point between an Origin Location and a Destination Location without the express written consent of COMPANY.

10. DAMAGES: REPAIRS

CARRIER shall give prompt notice to COMPANY of, and assume all liability for, any loss and damage to any property, including any of COMPANY'S property or Equipment to the extent caused by CARRIER'S negligence or willful misconduct. CARRIER shall promptly repair all damages occurring to

any of COMPANY'S property or equipment to the extent caused by CARRIER'S negligence or willful misconduct.

11. LIQUIDATED DAMAGES

- A. CARRIER will pick up all Materials loads within five days (counted on days when the Jefferson County Tire Recycling Facility is open) of the load being called into CARRIER by the Origin Location for collection. If loads are not picked up within five days of the load being called into CARRIER, upon notification to COMPANY by the Origin Location, a representative of COMPANY will contact CARRIER to determine the problem. If the load has not been picked up at the end of five days from the date of contact by COMPANY to CARRIER to determine the problem (counted on days when the Jefferson County Tire Recycling Facility is open), COMPANY shall send CARRIER a letter of caution via electronic mail. The parties acknowledge that damages sustained by COMPANY for CARRIER's failure to timely perform would be difficult to ascertain. As such, in the event CARRIER fails to timely collect Materials that are the subject of the letter of caution, the COMPANY may assess the following liquidated damages:
- (i) 25% reduction in payment that would have been due to CARRIER if CARRIER had timely performed, if CARRIER has failed to perform one day after receipt by CARRIER of the letter of caution sent via electronic mail by COMPANY;
 - (ii) 50% reduction in payment that would have been due to CARRIER if CARRIER had timely performed, if CARRIER has failed to perform two days after receipt by CARRIER of the letter of caution sent via electronic mail by COMPANY;
 - (iii) 100% reduction in payment that would have been due to CARRIER if CARRIER had timely performed, if CARRIER has failed to perform three days after receipt by CARRIER of the letter of caution sent via electronic mail by COMPANY.

Example: The Origin Location calls a load into CARRIER on Thursday morning, if the load is not picked up by the end of the second Monday following notification, COMPANY shall, upon notification from the Origin Location, contact CARRIER to determine the problem. CARRIER then has an additional five days to pick up the load. If the load has not been collected by the end of this additional five day period, COMPANY will send a letter of caution via electronic mail to CARRIER. Assuming, for purposes of this example, the letter of caution sent by COMPANY via electronic mail is received by CARRIER on the same day it is sent, this gives CARRIER all day on the Thursday the load is called into CARRIER, all of the following two weeks, and the third Monday after the Origin Location calls the load into CARRIER (the Jefferson County Tire Recycling Facility is not open for business on Friday) to pick up the load. If the load is not picked up by the end of the third Monday after the Origin Location calls the load into CARRIER, then the liquidated damages provided in the paragraph above apply. After the liquidated damages provided for in the paragraph above have been exhausted (three weeks after the Origin Location initially contacted CARRIER), COMPANY

may arrange for substitute performance the cost of which CARRIER will be responsible for reimbursing COMPANY.

- B. If CARRIER fails to perform within three weeks of notification, as outlined above and in Section 20 below, COMPANY reserves the right to obtain substitute performance for which CARRIER will be responsible for reimbursing the COMPANY for the cost of such service.

12. TERMINATION

- A. COMPANY may terminate this AGREEMENT (in whole or in part) immediately upon written notice to CARRIER for the following:

- (i) Breach by CARRIER of any material term or condition of this Agreement, provided however, COMPANY may, in its sole discretion, allow CARRIER a reasonable cure period, in which case the Agreement will terminate at the end of such cure period if CARRIER fails to cure or remedy such breach within the cure period specified herein;
- (ii) If CARRIER or any subsidiary shall fail to pay when due, or within any applicable grace period, any indebtedness to a third party in an aggregate amount greater than \$100,000, or fails to observe or perform any material term, covenant or agreement contained in any one or more agreements by which it is bound, evidencing or securing any indebtedness in an aggregate amount greater than \$100,000 for such period of time as would permit, or would have permitted (assuming the giving of appropriate notice if required), the holder or holders thereof or of any obligations issued hereunder to accelerate the maturity thereof or terminate its commitment with respect thereto; or if CARRIER or any subsidiary makes an assignment for the benefit of creditors, or admits in writing its inability to pay, or generally fails to pay, its debts as they mature or become due; or
- (iii) At any such time that the Waste Tire Grants Funding, the sole source of funds for payment to CARRIER, received from ADEQ is cut or decreased so that the COMPANY is not able to meet financial obligations to fulfill the terms of this Agreement, COMPANY may terminate this Agreement upon 30 days' written notice. Waste Tire Grant Funds are currently received on a calendar quarterly basis.

- B. CARRIER shall have the right to terminate this Agreement:

- (i) With 30 days' prior written notice to COMPANY, if COMPANY fails to make payment of an invoice not in dispute on its due date and such failure remains uncured for 30 days after receipt by COMPANY of written notice of non-payment from CARRIER; or

- (ii) Immediately with written notice to COMPANY if COMPANY fails to comply with any material terms or provisions of this Agreement and such failure is continuing 30 days after CARRIER provides written notice of such failure to COMPANY.

C. Termination of this Agreement shall not affect any rights or obligations of the parties that shall have accrued through the effective date of such termination or which by their terms or nature arise at, or are intended to continue beyond, such termination. Without limiting the foregoing, the provisions of Section 16 hereof shall survive the expiration or termination of this Agreement, however brought about.

13. CONFIDENTIALITY; NON-INTERFERENCE

Except in accordance with this Agreement, and except with respect to outside consultants or professional advisors bound by confidentiality requirements as strict as those set forth herein, neither party shall use or disclose information, data or communications of a proprietary nature or information of any kind regarding this Agreement, its amendments, attachments, exhibits, addenda, or schedules, if any, to a third party except as required by law after providing the non-disclosing party notice.

14. SUBCONTRACTS; INDEPENDENT CONTRACTOR

CARRIER may not utilize the services of any other person, entity, or owner/operator to perform the Services hereunder ("Subcontractors") without the prior written consent of COMPANY, which shall not be unreasonably withheld. CARRIER must submit a written request to COMPANY at least 30 days prior to CARRIER'S intended date to begin using Subcontractors. COMPANY must consent in writing prior to the use of Subcontractors by CARRIER. CARRIER acknowledges and agrees that its Subcontractors shall be fully bound to CARRIER to perform the Services in compliance with all of the terms and conditions of this Agreement, including for any portion of the services performed by Subcontractors. For cause shown and upon reasonable notice, COMPANY may withdraw its consent to permit the continued use of any proposed Subcontractor. This provision shall create no third-party beneficiary rights under this Agreement in any Subcontractor.

It is understood by the parties hereto that the CARRIER and its employees, agents, and Subcontractors are not the agents or employees of the COMPANY, but an independent contractor.

15. INSURANCE

CARRIER shall maintain, at its sole cost, insurance coverage as set forth below. Should CARRIER retain any Subcontractors to perform any of the Services under this Agreement, CARRIER shall require that all Subcontractors maintain the same insurance coverages with the same endorsements and limitations set forth below:

- A. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of CARRIER engaged in the performance of the Services under this Agreement;
- B. Employer's Liability Insurance protecting CARRIER against common law liability in the absence of statutory liability, for employee bodily injury arising out of the master servant relationship with a limit of not less than \$1,000,000 per occurrence;
- C. Commercial General Liability Insurance including products, completed operation, property damage and bodily injury coverage, with limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate;
- D. Automobile Liability Insurance including all automobiles, non-owned and hired vehicle coverage with limits of liability of not less than \$2,000,000 per occurrence. Coverage may be composed entirely of primary insurance or at least \$1,000,000 of primary insurance and the remainder in umbrella coverage. If CARRIER is transporting Hazardous Waste, Commercial General Liability Insurance and Automobile Liability Insurance shall be provided with limits of not less than \$5,000,000 per occurrence, and the Automobile Liability Insurance must be endorsed to remove the pollution exclusion;
- E. CARRIER'S Automobile Liability Insurance coverage must be endorsed with Form MCS-90 and Broadened Pollution Endorsement Ca-9948;
- F. In addition to all the other risks for which coverage is provided in this Section 15, the Commercial General Liability Insurance shall cover the contractual liability assumed under Section 16 (Indemnification);
- G. COMPANY and COMPANY'S "parents, affiliates and subsidiaries" shall be added as additional insureds on a primary basis to all liability insurance policies required of CARRIER and its Subcontractors, and such policies, including all excess/umbrella coverages provided by CARRIER and its Subcontractors, shall be endorsed to delete the "Other Insurance" provision and shall provide that all such policies shall be primary insurance as to risks and liabilities arising out of the operations and Services of CARRIER and its Subcontractors, so that any other valid and collectible insurance policies available to and/or carried by COMPANY shall be on an excess and non-contributing basis;
- H. All insurance policies required under this Agreement shall include a waiver of subrogation in favor of COMPANY;

- I. CARRIER must obtain the coverage listed above from an insurance carrier with no less than an A- and Financial Size Category of IX from the A.M. Best Company. Prior to commencement of the Services, CARRIER shall deliver to COMPANY a certificate for itself, and for all Subcontractors it intends to utilize, if consented to by COMPANY as contemplated herein, evidencing the required coverages including, but not limited to, coverage for CARRIER'S indemnity obligations. This certificate shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued, shall not be valid as respects the COMPANY'S and the other additional insured's interest therein until COMPANY has received 30 days' written notice of such change or cancellation. COMPANY'S failure to request an insurance certificate shall not relieve CARRIER'S obligation to supply a certificate(s) for itself and all Subcontractors.
- J. CARRIER agrees to comply with all terms of the insurance contracts referenced in this section. Failure of CARRIER to keep the required insurance policies in full force and effect during the Term of this Agreement and during any extension thereof, shall constitute a material breach of this Agreement and COMPANY shall have the right, in addition to any other rights, to immediately cancel and terminate this Agreement without further cost to COMPANY, except for liabilities and/or obligations incurred by COMPANY prior to termination of this Agreement or which otherwise survive termination of this Agreement as provided herein. Nothing contained in these provisions relating to coverage and amounts set out herein shall operate as a limitation of CARRIER'S liability in tort or contract under the terms of this Agreement. CARRIER agrees to indemnify and hold COMPANY harmless from and against any damages, costs and losses, however they arise and however denominated, that result in any manner from CARRIER'S or its Subcontractors' failure to acquire and/or maintain the insurance coverages as described in this section, or if any of the insurance coverages are uncollectible.

16. INDEMNIFICATION

- A. Each party hereto (an "Indemnifying Party") covenants and agrees to defend (with counsel reasonably acceptable to the Indemnified Party), protect, and indemnify the other party, its parents, affiliates, and subsidiaries, and their respective officers, directors, and employees ("Indemnified Parties") from and against all damages, claims, demands or causes of action and any liability, cost, fine, environmental remediation and response cost, penalty and/or expense, including but not limited to reasonable attorney's fees and expenses ("Damages"), incurred by each such Indemnified Party arising or resulting from, or caused by, violation of any laws or regulations by the Indemnifying Party, the breach of this Agreement by the Indemnifying Party, or the Indemnifying Party's Subcontractor's or agent's (or their respective shareholders', partners', officers', directors' or employees') negligent acts or

omission under this Agreement or relating to the Services provided hereunder.

- B. CARRIER agrees to indemnify and hold harmless COMPANY, and its officers, directors, and employees, and COMPANY's parents, affiliates, and subsidiaries, for any and all damage, liability, or injury to any person or property arising while the Materials are in CARRIER's care, custody, control, and possession.
- C. The indemnity obligations created by this section shall survive the expiration or termination for any reason of this Agreement.

17. IMMEDIATE RESPONSE

- A. If any spill, release or loss of load of any nature or kind (referred to hereinafter as "Discharge") into the environment occurs as a result of the performance of this Agreement by CARRIER, its agents, employees or Subcontractors, CARRIER shall immediately proceed to stop or abate such Discharge and shall immediately notify COMPANY and make any other notifications of such occurrence to governing or regulatory bodies as may be required of CARRIER by law. CARRIER shall, at its expense, be solely responsible for all Discharge response action and environmental remediation required as a result of all such Discharges, including disposal of any waste resulting therefrom.
- B. If while providing the Services, CARRIER, or any of its employees, agents, or Subcontractors (i) is involved in an accident or incident causing injury or damage to any person or property or a Discharge of Materials; or (ii) receives any fine, traffic ticket, or notice of violation of any statute, ordinance or regulation, CARRIER shall immediately notify COMPANY and shall confirm the details of the incident in writing to COMPANY not later than 24 hours thereafter.

18. FORCE MAJEURE

In the event performance of this Agreement, by either party, is affected by strike or other labor disturbances (except by CARRIER'S own personnel), fire, acts of terrorism, riot, war, unusually severe weather conditions, Act of God, governmental actions or regulations, governmental requests or requisitions for national defense, or unforeseen breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of COMPANY'S Materials, or any other cause beyond the reasonable control of either party (a "Force Majeure"), the running of all periods of time mentioned herein shall be suspended during such interruption. Such period of suspension shall not in any way invalidate this Agreement, but on resumption of operations, the deliveries shall be continued and no liability shall be incurred by either party for damages resulting from such suspensions. Except as in 12(A) (iii), economic hardship shall not be considered an event of Force Majeure. In the event of a Force Majeure affecting a party's

obligations hereunder, such party shall immediately notify the other party in writing. If the service interruption caused by the Force Majeure continues beyond 90 days, either party shall have the right to terminate the Agreement with respect to the Services not performed and for which satisfactory alternative service is not provided during the Force Majeure by giving the other party at least 7 days' prior written notice. To be effective, such notice must be delivered during the Force Majeure event.

19. NOTIFICATION

All notices, consents, waivers and other communications regarding this Agreement must be in writing and will be deemed to have been duly given when (a) documented personally delivered, (b) receipted delivery by facsimile number given below, provided that a copy is mailed on the same date by certified mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case as follows:

If to CARRIER: Get Rid of It Waste Corporation
 313 Ready Rd.
 El Dorado, AR 71730
 Fax: (870) 546-3425

| | | |
|----------------|----------------------|----------------------|
| If to COMPANY: | Personal delivery: | Certified mail: |
| | SEARSWMB | SEARSWMB |
| | 721 Walnut Street | P.O. Box 6806 |
| | Pine Bluff, AR 71601 | Pine Bluff, AR 71611 |
| | Fax: (870) 536-7718 | |

or such other fax, address or addresses as a party may designate by like notice to the other.

20. NOTIFICATION AND SCHEDULING OF SERVICES NEEDED: EVALUATION OF ORIGIN LOCATIONS

1. CARRIER, when notified by an Origin Location that the container(s) at the Origin Location require collection, shall collect the contents of the container(s) at the Origin Location within five business days of notification, as outlined above in Section 11. CARRIER shall ensure that adequate containers are available at the Origin Location from which CARRIER is making a collection. For purposes of notification, a voicemail left by the Origin Location at the phone number designated by CARRIER during CARRIER'S regular business hours shall constitute valid notification.
2. In the event an Origin Location has not notified CARRIER that it requires collection for a period of three months, upon request by CARRIER, CARRIER and COMPANY shall visit the Origin Location and evaluate

whether the Origin Location can store Materials for collection until such time as it would have a full 40 yard open top container, or whether a smaller container may be utilized at the Origin Location. However, regardless of the evaluation by CARRIER and COMPANY, the 40 yard open top container shall remain on the premises if requested by the Origin Location. In the event the Origin Location agrees to store the Material on-site until such time as it would have Material sufficient to fill a 40 yard open top container, the Origin Location, and not CARRIER, shall be responsible for placing the Material into the 40 yard open top container. Should the Origin Location be able to store the Material until such time as it would have enough Material to fill a 40 yard open top container, CARRIER shall remain bound to respond to the notification from the Origin Location that collection is necessary.

21. ASSIGNABILITY

Neither party shall assign its rights, responsibilities and obligations under this Agreement without the prior written consent of the other party, except that COMPANY may assign its rights, responsibilities and obligations under this Agreement to any subsidiary, parent or affiliated company or any purchaser of the COMPANY'S assets or businesses relating to or covered by this Agreement without CARRIER'S consent, and with COMPANY'S consent CARRIER may enter into subcontracts with independent contractors to perform certain of the Services hereunder subject to the further terms and conditions set forth in this section. A transfer by CARRIER of substantially all of its assets to another entity (whether in one transaction or a series of transactions), or the merger or consolidation of CARRIER with another entity, or the transfer of a controlling ownership interest of CARRIER, will be deemed to constitute an assignment of this Agreement, but CARRIER shall notify COMPANY of such transfer, merger, or consolidation within a reasonable time before such transaction takes place. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

22. ADMINISTRATIVE

CARRIER must provide to COMPANY copies of a current Insurance Certificate, including additional insured designations as required herein, for itself and any Subcontractors that will perform Services for CARRIER, prior to the first effective date under this Agreement and, thereafter, within three business days after written request by COMPANY. In addition, at COMPANY'S request, CARRIER shall promptly provide the following documents:

- (a) Operating authority;
- (b) Executive, operations, emergency and customer service contacts, with telephone numbers;

(c) Most recent Bureau of Motor Carrier Safety Survey or U.S. DOT Safety Rating for itself and, if requested by COMPANY, for all Subcontractors CARRIER intends to use; and

(d) Any and all sales and/or use tax permits required for CARRIER to operate in those states or jurisdictions where the Origin Location or Destination Locations are located or to provide Services under this Agreement.

23. COUNTERPARTS: FACSIMILE

This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one and the same instrument. The parties agree that a facsimile signature may substitute for, and have the same legal effect as, an original signature.

24. SEVERABILITY

If any part of the Agreement is, for any reason, found to be unenforceable, all other portions nevertheless remain enforceable.

25. ENTIRETIES

This Agreement, including its exhibits, attachments and Addenda, if any, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, and understandings, oral or written, relative to said subject matter. All prior negotiations between the parties are merged into this Agreement, and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied between the parties other than as set forth herein.

26. AMENDMENT: WAIVER

The terms of this Agreement may not be altered by an oral agreement, nor by failure to insist upon performance, or failure to exercise any rights or privileges, but rather alterations, additions or changes to this Agreement will only be accomplished by written amendments or changes to additional schedules or other attachments, in each case executed by both parties. However, COMPANY may change the Destination Location, with or without approval of CARRIER, by giving CARRIER at least 30 days' written notice. COMPANY may also add other Origin Locations as contemplated in this Agreement. Performances of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific instance described therein. No waiver by COMPANY or CARRIER of any default of the other under this Agreement shall operate as a waiver of any future default whether of like or different character.

27. ATTORNEY'S FEES

In the event of litigation with respect to matters arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other costs of such litigation.

28. PUBLICITY

Except as may be required by law or governmental rules or the requirements of any exchange on which securities of CARRIER or an affiliate of CARRIER are traded, CARRIER shall not, without the prior written consent of COMPANY, which may be granted or withheld at COMPANY'S sole discretion:

- (a) use COMPANY'S name, brand, trademarks or any descriptions of COMPANY'S and/or its industry that would allow a third party to identify COMPANY ("COMPANY'S Brand"), in advertising or promotional material, publicity releases or for any other commercial purpose;
- (b) in any manner advertise, publish or disclose the fact that COMPANY has entered this AGREEMENT with CARRIER; or
- (c) disclose the subject matter or terms and conditions of this Agreement.

CARRIER shall comply with the restrictions accompanying COMPANY'S consent, including, but not limited to, scope and term limitations. Unless otherwise specified by COMPANY in writing, COMPANY'S consent shall be deemed to be "initial use only," and will expire immediately after CARRIER'S first use of COMPANY'S Brand as set forth in the applicable COMPANY consent. Any and all subsequent uses, including, but not limited to, re-publication of advertising or promotional material, duplicate or follow-up press releases or like publications shall each require an updated consent, duly executed by the COMPANY. In no case shall CARRIER or an affiliate or Subcontractor of CARRIER use COMPANY'S Brand or information about COMPANY'S industry, equipment or operations in a manner that disparages COMPANY.

29. MINORITY/WOMEN/VETERAN-OWNED FIRMS

The COMPANY and CARRIER shall support the utilization and development of qualified minority-owned, women-owned and service disabled veteran-owned business enterprises ("M/W/VBE's"). The CARRIER shall make a good faith effort to purchase services and materials from qualified M/W/VBE's. For purposes of this Agreement, Qualified Individuals include, but are not limited to, African-Americans, Latin Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, service-disabled veterans, and women. For the purpose of this Agreement, to be a M/W/VBE, a business must be at least majority-owned

by a Qualified Individual or group of Qualified Individuals and its management and daily business operations must be controlled by one or more such Qualified Individuals.

30. AUDIT AND INSPECTION

CARRIER shall maintain records of all contracts, papers, correspondence, employee time sheets or ledgers, books, logbooks, manifests, accounts and other information related to payments made and CARRIER'S performance under this Agreement. Upon reasonable advance notice to CARRIER, COMPANY shall have the right to audit and inspect, at CARRIER'S place of business and during normal business hours, during the terms of this Agreement and for 3 years after the termination or expiration of this Agreement, books and records pertinent to CARRIER'S performance of its obligations under this Agreement, and CARRIER agrees to cooperate with respect to any such audit; provided, however, that CARRIER may redact any portion of such books and records containing third party confidential information.

31. HEADINGS; CAPTIONS

The headings or captions to paragraphs and sections in this Agreement are for the convenience of the parties only, are not part of this Agreement and shall have no effect upon the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

COMPANY:
SOUTHEAST ARKANSAS REGIONAL
SOLID WASTE MANAGEMENT BOARD

By: Thomas E. Best

Title: As. Co. Judge

Date: 3-13-19

CARRIER:
GET RID OF IT WASTE
CORPORATION

By: [Signature]

Title: V.P.

Date: 3/12/19

**INTER-LOCAL WASTE TIRE PROCESSING,
TRANSPORTATION AND FACILITY AGREEMENT
BETWEEN
JEFFERSON COUNTY, ARKANSAS
AND
SOUTHEAST ARKANSAS REGIONAL SOLID WASTE MANAGEMENT DISTRICT**

This Inter-local Waste Tire Processing, Transportation and Facility Agreement ("Agreement") is entered into between Jefferson County, Arkansas (hereinafter "County") and Southeast Arkansas Regional Solid Waste Management District (hereinafter "District") and shall govern the obligations of each Party with respect to the Recycling, Resource and Recovery Facility located at 6700 Gravel Pit Road, White Hall, AR 71602 as more specifically described on Exhibit A attached hereto (the "RRR Facility") and the Jefferson County/Pine Bluff Recycling Center and E-waste Hub Facility located at 1800 East Harding, Pine Bluff, AR 71601 as more specifically described on Exhibit A attached hereto (the "E-waste Facility") (collectively with the RRR Facility, the "Facility"), the recycling operations conducted at the Facility and financial assurances required by the Arkansas Department of Environmental Quality (the "ADEQ") regarding the same as set forth in Regulation No. 22 of the Solid Waste Management Rule of the ADEQ (the "Regulation").

WHEREAS, on July 1, 2013, the parties entered into that certain Jefferson County Recycling, Resource and Recovery Facility Waste Tire Processing and Transporting Agreement (the "Prior Agreement"); and

WHEREAS, the parties desire to make amendments to and to replace the Prior Agreement to permit the District to provide financial assurances to ADEQ on behalf of the

County and to set forth each party's rights and responsibilities in the event of the closure of the Facility:

NOW THEREFORE, the parties agree and acknowledge as follows:

1. Services. The County agrees to receive, haul and process the waste tires pursuant to the terms and conditions set forth on the Statement of Work, attached as Exhibit A hereto and incorporation herein by reference (the "SOW"). The SOW may be amended from time to time by mutual agreement of the parties; provided that no amendments shall be made unless extraordinary economic circumstances exist and that any such amendments shall be commercially reasonable. Upon the delivery of tires to County's Facility, it is the responsibility of County to properly process, recycle, reuse or dispose of all tires and by-products of tire processing, in accordance with applicable laws, rules, and regulations. Tire recycling or reusing at the Facility shall be a priority, and is preferred, whenever possible, over disposal. County shall use its best reasonable commercial efforts to recycle or reuse tires received at the Facility rather than dispose of such tires. Further the County shall operate the Facility using industry accepted management practices.

2. Use of Grant Funds or Revenues. Any and all revenues received by the County from the waste tire processing program or generated by the County from the waste tire processing operations of the Facility, including but not limited to, processing and hauling fees paid to the Facility pursuant to the SOW and proceeds from the sale of products generated by the Equipment, as defined below, at the Facility shall be used: (i) for the operation of the waste tire recycling program and proper maintenance of the Equipment; and (ii) pursuant to ADEQ Rules and Regulations. Any funds generated or received by the County in excess of

Facility operating expenses and Equipment maintenance expenses shall be held in reserve for the sole and exclusive use of the waste tire program at the Facility. In the event this Agreement is terminated, the County shall forego any rights to or rights to receive monies from the Recycling Grant Program.

3. Ownership and Lease of Equipment. Any and all current and future equipment purchased with waste tire grant funds, purchased with funds generated or received in the operation of the waste tire program at the Facility or used at the Facility, including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, shop equipment, office and record keeping equipment, parts, and tools, and any other equipment described in a list or schedule the County gives to the District (the "Equipment") is the property of the District. As partial consideration of the County's operation of the facility the Equipment shall be leased to the County for the duration of this Agreement to be used solely in the operation of the Facility. To protect the District's interest in the Equipment and to secure the continued operation of the Facility, the County hereby gives the District a security interest in all of the Equipment including all parts, accessories, repairs, replacements, improvements, and accessions to the Equipment; any original evidence of title or ownership of the Equipment; and all Proceeds of the Equipment. For purposes hereof "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Equipment other than in the normal course of business; any rights and claims arising from the Equipment; and any collections and distributions on account of the Equipment. The County authorizes the District to file a financing statement covering the Equipment. Any and all purchases of equipment for

use at the Facility or repairs of Equipment shall be reviewed and approved by District staff and/or the District Board prior to purchase or repair.

4. Program Planning and Monitoring. District staff and/or a designee of the District Board shall be included in the planning and budgeting for the waste tire recycling program from year to year. Any and all plans or budgets shall be reviewed and approved by District staff and/or the District Board prior to the plan or budget implementation. District staff and/or the designee of the District Board shall have the right to monitor the operation of the waste tire recycling program and, upon request, to review and audit any and all financial and operational records related to the waste tire recycling program. This review may include, but shall not be limited to, any and all books and accounts that any waste tire funds have passed through.. As a result of such monitoring the District staff and/or District Board may provide the County with a list of required changes to the operations of the waste tire program and the Facility. All such changes shall be promptly implemented according to the schedule provided by the District. As part of its required changes, the District may require the County to accept direct hands-on operational support from the District staff or their designees to assist with the overall improvement of the waste tire recycling program at the Facility rather than any specific change.

5. Financial Assurances. In consideration of the County's continued operation of the Facility, the District, on behalf of the Facility may provide the ADEQ part or all of the financial assurances required to be made by the Facility pursuant to the Regulation, using any mechanism permitted by the Regulation and satisfactory to the District in its sole discretion.

6. Term. The term of this Agreement shall become effective upon approval by the County and by the District Board (the "Effective Date") and shall continue as long as the Facility

is operational and in existence provided the Agreement is not otherwise terminated as provided in Section 7. The Prior Agreement shall be null and void upon the Effective Date and this Agreement shall replace the Prior Agreement in its entirety.

7. Termination. The District shall have the option to terminate this Agreement with or without cause at any time upon 30 days written notice to County; provided, however, that Section 5 of this Agreement may be terminated either party upon ninety (90) days prior notice.

8. Amendments; Waivers. The terms of this Agreement maybe not be altered by an oral agreement, nor by failure to insist upon performance, or failure to exercise any rights or privileges. Alterations, additions or changes to this Agreement will only be accomplished by written amendments or changes to the SOW or additional schedules or other attachments, in each case executed by both parties. Performances of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific instance described therein. No waiver by County or the District of any default of the other under this Agreement shall operate as a waiver of any future default whether of like or different character.

9. Lease Option. The County hereby grants the District or its designee an option to lease all or part of the Facility for \$1 per annum for as long as the Facility is operational and in existence subject to additional standard commercial terms and conditions to be agreed upon between the parties, which option shall only be exercisable in the event of the termination of this Agreement or closure of all or part of the Facility by the County. In the event that only part of the Facility is closed or part of this Agreement is terminated, this option shall be immediately

exercisable with respect to such part of the Facility and shall remain in place with respect to the remaining part of the Facility.

10. Remedies. In the event of the closure of the Facility or the termination of all portions of this Agreement, the District shall have all of the rights and remedies of a lessor or, alternatively, a secured party under applicable State law with respect to the Equipment. Without in any way limiting the generality of the foregoing, the District shall also have the following specific rights and remedies in the event of the closure of the Facility or the termination of this Agreement:

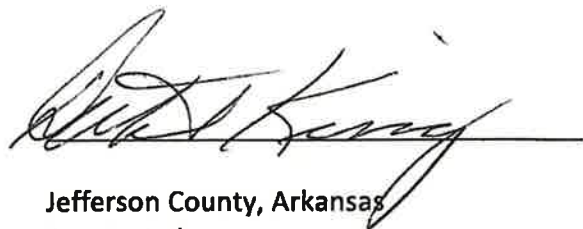
- a. To take immediate possession of all Equipment, whether now owned or hereafter acquired, without notice, demand, presentment, or resort to legal process and, for those purposes, to enter any premises where any of the Equipment is located and remove the Equipment from there from or render it unusable.
- b. To require the County to assemble and make the Equipment available to the District at a place to be designed by the District which is also reasonably convenient to the County.
- c. To retain and use the Equipment in satisfaction of any obligation of the County hereunder or sell the Equipment at public or private sale after giving at least five days' notice of the time and place of the sale and with or without having the Equipment physically present at the place of the sale.
- d. To make any repairs to the Equipment which the District deems necessary or desirable for the purposes of sale.

11. Covenant Not to Compete. Should this Agreement ever be terminated or the Facility closed, County agrees that for a period of five (5) years from the termination or closure and so long as the District continues to operate or contract with a third party to operate a waste tire program, the County shall not operate a waste tire program.

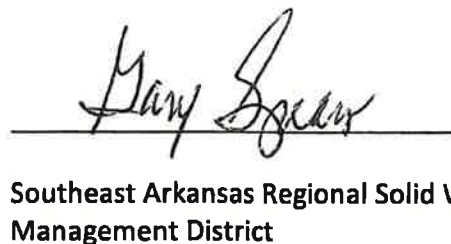
12. Authority. Each party hereby represents and warrants that it has the right, authority, and power to enter into this Agreement and that entering in the Agreement will not violate any provision of law or regulation applicable to such party.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

It is so agreed on this 1st day of June, 2016.



Jefferson County, Arkansas
County Judge



Southeast Arkansas Regional Solid Waste
Management District

EXHIBIT A
FACILITY LEGAL DESCRIPTION

EXHIBIT B

STATEMENT OF WORK

Dated: June 1, 2016

COUNTY: Jefferson County, Arkansas

DISTRICT: Southeast Arkansas Regional Solid Waste Management District

Jefferson County Tires

County will haul tires inside Jefferson County, Arkansas at a rate of \$20.00/ton. Any such tires shall be processed at the Facility at a rate of \$80.00/ton.

Other Tires

County will receive other tires as directed by the District and shall process such tires at a rate of \$45.00/ton. As funds permit, and in its sole discretion, the District may pay an additional \$15.00/ton to the County for processing such tires. The District Board shall allocate any such additional funds to County on a quarterly basis.

EXHIBIT C
STATEMENT OF WORK

Dated: May 21st, 2020

COUNTY: Jefferson County, Arkansas

DISTRICT: Southeast Arkansas Regional Solid Waste Management District

A. EQUIPMENT

Jefferson County shall be responsible for all repairs and maintenance to all operations equipment located at the Jefferson County Waste Tire Processing Facility. The District shall be responsible for the ordering of all parts and repair crews for the District owned grinders and conveyors. Jefferson County shall be responsible for payment of all invoices concerning the waste tire processing facility and all equipment. Financial & consulting assistance from the District may be granted on a request basis, with board approval.

The following items of equipment have been identified as the essential minimum equipment required for the continual and uninterrupted operation of the Jefferson County Waste Tire Processing Facility:

1. Kubota KX057 Mini Excavator
2. KUBOTA SVL 90-2 SKID
3. ROSCOE RB48
4. GEHL SKID

Jefferson County shall be responsible for contacting Foster Motor Company of Pine Bluff and/or repair shop located at the Jefferson County Road Department, for all maintenance and repairs to the above listed equipment and Jefferson County shall pay for all maintenance and repairs to the above listed equipment. Financial & consulting from the District may be granted on a request basis, with board approval.

B. GRINDERS AND CONVEYORS

Jefferson County shall be responsible paying for all parts or necessary repairs for the three American Pulverizer Grinders and all conveyor systems located at the Jefferson County Waste Tire Processing Facility. Assistance for payment from the District may be granted on a request basis, with board approval.

C. TIRES

Beginning February 1, 2019 through December 31st 2021, Jefferson County will receive all tires from the ten-county area serviced by SEARSWMB. Jefferson County shall process the tires received from the ten-county area serviced by SEARSWMB at the rate of \$45.00 per ton.

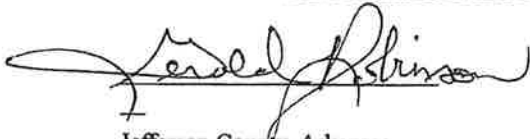
D. PROCEEDS FROM WASTE TIRE PROCESSING

Jefferson County shall keep the proceeds from the processing of the tires, regardless of origin, processed at the Jefferson County Waste Tire Processing Facility. The proceeds from the processing of the tires at the Jefferson County Waste Tire Processing Facility shall be used for the proper maintenance, repair and upkeep of the facilities, grounds, and equipment at the Jefferson County Waste Tire Processing Facility.

E. RESPONSIBILITIES OF SEARSWMB

1. Maintain lines of communication for all purposes
2. Minimum monthly examination of grinders, conveyors, and other processing equipment
3. Serve as representative & mediator to DEQ for all tire related matters
4. Provide logistical and consulting services for the purposes of machine maintenance
5. Serve as a financial monitor as it pertains to both State & District funding for the facility
6. Responsibilities for ordering parts and supplies for grinders and conveyors
7. Responsibilities for securing repair crew for grinder and conveyor restoration & setting restoration timeline
8. Continue to assist Jefferson County in the development of alternative uses for products
9. Maintain and manage the waste tire transportation contract
10. Maintain and manage the waste tire manifest system for DEQ and DFA reporting

**THIS SOM IS SUBJECT TO CHANGE BASED UPON CHANGES IN RULES,
REGULATIONS AND/OR LEGISLATIVE DIRECTIVES.**



Jefferson County, Arkansas

County Judge
Seventh District

Date: 6-4-2020



Southeast Arkansas Regional

Solid Waste

Date: 6-1-2020

**RESOLUTION OF THE DISTRICT 4
WASTE TIRE ACCOUNTABILITY BOARD**

On the 6th day of June, 2023, the District 4 Waste Tire Accountability Board (the "Board"), at a properly called meeting of the Board, adopted the following resolutions:

WHEREAS, the Board is organized pursuant to Ark. Code Ann. § 8-9-410, for the purpose of providing efficient collection, transportation, and processing of waste tires; and


WHEREAS, the Board is required to provide certain services relating to the efficient collection, transportation, and processing of waste tires, pursuant to Ark. Code Ann. § 8-9-401, *et seq.*; and

WHEREAS, the Board desires to retain the services of the Southeast Arkansas Economic Development District, Inc. (the "District"), to provide certain services, in accordance with Ark. Code Ann. § 8-9-401, *et seq.*, on behalf of the Board;

THEREFORE, BE IT RESOLVED that the Board hereby secures the services of the District to provide the following administrative services for the Board:

1. Fiscal management of the waste tire fund for the Board;
2. Remit payments for processing and transportation of waste tires, permitting of tire collection centers, and administrative services provided by the District;
3. Provide quarterly financial reports to the Board;
4. Complete quarterly Tire Accountability Program reports and quarterly Tire Collection Center reports as required by the Arkansas Department of Environmental Quality Tire Accountability Program; and
5. Complete annual, quarterly, and five-year reports of the tire collection centers, as required by the Arkansas Department of Environmental Quality Tire Accountability Program.

This Resolution is effective as of the date first stated above and shall continue in full force and effect until such time as the Board enters a new agreement, or adopts a new resolution, with an entity to provide the services contemplated herein. The Board or the District shall have the right to terminate the services secured or provided, respectively, hereunder by ninety (90) days written notice to the other party.

By 
[NAME], Secretary of District 4
Waste Tire Accountability Board

ATTEST:

By 
[NAME], Chair of District 4
Waste Tire Accountability Board

RESOLUTION NO. 2-2023

A RESOLUTION OF THE BOARD
OF
DISTRICT 4 TIRE ACCOUNTABILITY BOARD

WHEREAS, per Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the "Act"), codified at Ark. Code Ann. § 8-9-401 *et seq.*, and a separate Interlocal Agreement with District 2, District 4 consists of the following counties: Grant, Jefferson, Arkansas, Phillips, Cleveland, Lincoln, Desha, Calhoun, Bradley, Drew, Ashley, Lonoke, Prairie, Monroe, St. Francis, Lee, and Chicot ("**District 4**");

WHEREAS, Regulation No. 36 of the Arkansas Pollution Control & Ecology Commission, dated July 27, 2018, as amended ("Reg. 36"), allows District 4 to establish a used-tire program for extra-large tires accepted by the District, and set fees related to such use-tire program for extra-large tires;

WHEREAS, the District desires to set the fees associated with the District's acceptance of extra-large tires as set forth below;

NOW, THEREFORE LET IT BE RESOLVED THAT THE TIRE ACCOUNTABILITY BOARD OF DISTRICT 4 HEREBY RESOLVED AS FOLLOWS:

RESOLVED, in reliance upon Section 36.201 included in Reg. 36, District 4 acknowledges that the term "extra-large tire" means the following:

"Extra-large tire" means a tire that due to its size or construction is more difficult to process for recycling or disposal than a large tire and costs substantially more to process than a large tire. Extra-large tire includes without limitation tires used, capable of being used, or designed to be used on any of the following vehicles or equipment:

- (1) A skid steer loader;
- (2) Excavation equipment;
- (3) A farm implement, including without limitation, a tractor;
- (4) A backhoe
- (5) A road grader;
- (6) Industrial equipment;
- (7) A skidder; or
- (8) A heavy duty truck used off-road for mining.

"Extra-large tire" includes a tire with a load rating of "G" or higher.

RESOLVED, pursuant to Section 36.201 included in Reg. 36, District 4 hereby sets and establishes the fee of \$30.00 per extra-large tire (the "XL Tire Fee") accepted by District 4, with such XL Tire Fee being charged at the point of purchase as a rim removal fee as allowed pursuant to Section 36.802 included in Reg. 36, to be collected on the District's behalf by the Arkansas Department of Finance & Administration;

RESOLVED, the undersigned Executive Director of District 4 is hereby authorized to take such actions and execute such documents as deemed necessary and proper to carry out the establishment of the program authorized herein as needed to collect the XL Tire Fee; and

RESOLVED, the actions of the undersigned Executive Director of District 4 taken prior to the passage of this Resolution that have been taken in furtherance of the program authorized herein are hereby ratified.

ADOPTED:

DATE: 6-6-2023

APPROVED:

By: Thomas E Best
Title: Board Chair

ATTEST:

By: Doug Egan
Title: Board Secretary

ACKNOWLEDGED:

By: Shamir Smith
Its: Executive Director

RESOLUTION NO. 2023-1

A RESOLUTION OF THE BOARD
OF
DISTRICT 4 TIRE ACCOUNTABILITY BOARD
AUTHORIZING INTERLOCAL AGREEMENTS

WHEREAS, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the "Act"), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 4 consisting of the following counties: Grant, Jefferson, Arkansas, Phillips, Cleveland, Lincoln, Desha, Calhoun, Bradley, Drew, Ashley, Lonoke, Prairie, Monroe, St. Francis, Lee, and Chicot ("District 4");

WHEREAS, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the "Act"), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 2 consisting of the following counties: Fulton, Sharp, Randolph, Clay, IZard, Lawrence, Greene, Stone, Independence, Jackson, Craighead, Mississippi, Cleburne, Faulkner, White, Poinsett, Woodruff, Cross, Pulaski, and Crittenden ("District 2");

WHEREAS, the Act provides that respective Districts may enter into an interlocal agreement to determine the highest level of efficiency regarding tire processing in their respective used tire programs;

NOW, THEREFORE LET IT BE RESOLVED THAT THE TIRE ACCOUNTABILITY BOARD OF DISTRICT 4 HEREBY RESOLVED AS FOLLOWS:

RESOLVED, District 4 hereby authorizes and approves an interlocal agreement, as allowed under the Act, with District 2 whereby the waste tires in the counties of Lonoke, Prairie, Monroe, St. Francis, and Lee shall be managed by District 2 to ensure the highest level of efficiency for transportation and processing of waste tires collected in the identified counties located within the designated area for District 4;

RESOLVED, any and all expenses associated with the preparation and implementation of the interlocal agreement authorized hereunder shall be the responsibility of and included in the Business Plan of District 2;

RESOLVED, the undersigned Executive Director of District 4 is hereby authorized to take such actions and execute such documents as deemed necessary and proper to carry out the interlocal agreements authorized herein; and

RESOLVED, the actions of the undersigned Executive Director of District 4 taken prior to the passage of this Resolution that have been taken in furtherance of the interlocal agreement authorized herein are hereby ratified.

ADOPTED:

DATE: 6-6-2023

APPROVED:

Thomas E. Best
By: Thomas E. Best
Title: Board Chair

ATTEST:

Doug Evans
By: Doug Evans
Title: Board Secretary

ACKNOWLEDGED:

SEAFU
SEAFU, Executive Director

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BY AND BETWEEN USED TIRE PROGRAM DISTRICT 3 ("DISTRICT 3") AND USED TIRE DISTRICT 4 ("DISTRICT 4"), FORMED PURSUANT TO ACT 713 OF THE 2023 REGULAR SESSION OF THE ARKANSAS GENERAL ASSEMBLY, THE USED TIRE RECYCLING AND ACCOUNTABILITY ACT ("THE ACT"), AND WILL BECOME BINDING ON ALL PARTIES UPON RATIFICATION BY THE TIRE ACCOUNTABILITY BOARDS OF THE RESPECTIVE DISTRICTS.

DISTRICTS 4 AND 3 MAY BE COLLECTIVELY REFERRED TO HEREIN SEPARATELY AS "PARTY" AND COLLECTIVELY AS "PARTIES".

WHEREAS, The ACT assigned the following counties located in the State of Arkansas to District 3: Polk, Montgomery, Sevier, Howard, Pike, Clark, Little River, Hempstead, Nevada, Miller, Lafayette, Saline, Dallas, Ouachita, Union, Garland, Hot Spring, and Columbia;

WHEREAS, the ACT provides that respective Districts may enter an interlocal agreement to determine the highest level of efficiency regarding the management, transportation and processing of tires in their respective used tire programs; and

NOW, THEREFORE, based upon good and sufficient consideration, the delivery and sufficiency of which is hereby acknowledged, let it be resolved that the Tire Accountability Board of District 3 and the Tire Accountability Board of District 4 hereby resolved as follows:

1. **Designation of Counties.** The Parties hereto agree that the counties of Dallas and Union shall be managed entirely and totally in all respects by District 4 to ensure the highest level of efficiency for management, collection, transportation, and processing of waste tires generated within these two counties and that these two counties shall be referred to herein as the "Newly Managed Counties".
2. **District Business Plans.** The parties shall cooperate to the extent necessary to allow for the business plans of District 4 to include all the required information, including but not limited to the location of permitted collection centers, and an estimate of the number of waste tires to be managed, collected, transported and processed from the Newly Managed Counties. Likewise, District 3 will not include an estimate of the number of waste tires to be collected by District 4 or any other information that might infringe on the plans of District 4 pertaining to the Newly Managed Counties.
3. **Management Responsibilities of District 4.** The Parties agree that District 4, at its expense, shall perform all necessary actions and activities to ensure the proper collection, transportation, and processing of the waste tires generated withing

the Newly Managed Counties. Furthermore, District 4 shall ensure the compliance of all Laws and Rules of the State of Arkansas that pertain to the management, collection, and processing of waste tires as they pertain to waste tires generated in the Newly Managed Counties. District 4 will indemnify and hold harmless District 3 in all matters that may arise pertaining to the Newly Managed Counties.

4. **Responsibilities of District 3.** So long as this agreement remains in place, the Parties agree that District 3 shall assign all rights and responsibilities for the management, collection, transportation, and processing of waste tires generated within the Newly Managed Counties. Furthermore, District will take no action that impedes the ability of District 4 to manage the waste tires in compliance with their business plan and the Laws and Rules of the State of Arkansas as they pertain to the management of waste tires in the Newly Managed Counties.
5. **Ratification.** This agreement shall become effective upon its ratification by Tire Accountability Board for both District 4 and District 3.
6. **Duration.** This agreement shall be perpetual, unless and until either Party hereto provides the other Party with written notice at least 180 days in advance of termination.
7. **Legislative Action.** The Parties are public agencies whose authority is subject to the actions of the Arkansas General Assembly. This Agreement is subject to termination, suspension, or cancellation, without penalty to the parties, in whole or in part, subject to the acts of the Arkansas General Assembly.
8. **Relationship of the Parties.** Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.
9. **Severability.** If any provision or portion of the Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered by


facsimile transmission, or electronic signature shall be deemed as effective as an original executed signature page.

11. **Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

12. **Entire Agreement: Modification.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addendum of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

PARTIES:

USED TIRE PROGRAM DISTRICT 3

By: 

Its: Deputy Director

Date: 6-6-2023

USED TIRE PROGRAM DISTRICT 4

By: 

Its: Aa. County Judge

Date: 6-6-2023

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (THE “AGREEMENT”) IS ENTERED INTO BY AND BETWEEN USED TIRE PROGRAM DISTRICT 4 (“DISTRICT 4”) AND USED TIRE PROGRAM DISTRICT 2 (“DISTRICT 2”), FORMED PURSUANT ACT 713 OF THE 2023 REGULAR SESSION OF THE ARKANSAS GENERAL ASSEMBLY, THE USED TIRE RECYCLING AND ACCOUNTABILITY ACT (THE “ACT”), AND WILL BECOME BINDING ON ALL PARTIES UPON RATIFICATION BY THE TIRE ACCOUNTABILITY BOARDS OF THE RESPECTIVE DISTRICTS.

DISTRICTS 2 AND 4 MAY BE COLLECTIVELY REFERRED TO HEREIN SEPARATELY AS “PARTY” AND COLLECTIVELY AS “PARTIES.”

WITNESSETH:

WHEREAS, the Act assigned the following counties located in the State of Arkansas to District 4: Grant, Jefferson, Arkansas, Phillips, Cleveland, Lincoln, Desha, Calhoun, Bradley, Drew, Ashley, Lonoke, Prairie, Monroe, St. Francis, Lee, and Chicot;

WHEREAS, the Act provides that respective Districts may enter into an interlocal agreement to determine the highest level of efficiency regarding tire processing in their respective used tire programs; and

NOW, THEREFORE, based upon good and sufficient consideration, the delivery and sufficiency of which is hereby acknowledged, let it be resolved that the Tire Accountability Board of District 4 and the Tire Accountability Board of District 2 hereby resolved as follows:

1. Designation of Counties. The Parties hereto agree that the counties of Lonoke, Prairie, Monroe, St. Francis, and Lee shall be managed by District 2 to ensure the highest level of efficiency for transportation and processing of waste tires collected in the identified counties located within the legislatively designated area for District 4. Lonoke, Prairie, Monroe, St. Francis, and Lee Counties, Arkansas, shall be referred to herein as the “Newly Managed Counties.”

2. District Business Plans. The Parties shall cooperate to the extent necessary to allow for the business plans of District 2 to include an estimate of the annual number of waste tires to be collected from the Newly Managed Counties to be transported and processed by District 2. Likewise, the business plans of District 4 shall not include an estimate of the annual number of waste tires to be collected by the District 2 from the Newly Managed Counties.

3. Management Responsibilities of District 2. The Parties agree that District 2, at its expense, shall perform the following so long as this Agreement remains in place:

3.1. Affirm the location of the waste tire collection centers in the Newly Managed Counties, and provide District 4 with no less than ten (10) days advance notice if a waste tire collection center relocates;

3.2. Collect, transport, and process tires collected at waste tire collection centers located in the Newly Managed Counties;

3.3. Prepare any and all manifests concerning the waste tires collected from the Newly Managed Counties; and

3.4. Include the number of collected waste tires with properly completed manifests in its quarterly reports to the Division of Environmental Quality, Arkansas Department of Energy & Environment, for reimbursement of all costs associated with the collection, transport, and processing of waste tires collected from the Newly Managed Counties.

4. Responsibilities of District 4. So long as this Agreement remains in place, the Parties agree that District 4 shall assure the District 2's personnel and agents have access to the waste tire collection centers located in the Newly Managed Counties. The Parties acknowledge and agree that District 2 shall not have any responsibility for collecting, transporting or processing waste tires from the Newly Managed Counties if District 4 fails to provide District 2 access to the waste tire collection centers located in the Newly Managed Counties.

5. Ratification. This Agreement shall become effective upon its ratification by Tire Accountability Boards for both District 2 and District 4.

6. Duration. The duration of this Agreement shall be perpetual, unless and until either Party hereto provides the other Party with written notice of termination at least 180 days in advance of termination.

7. Legislative Action. The Parties are public agencies whose authority is subject to actions of the Arkansas General Assembly. This Agreement is subject to termination, suspension, or cancellation, without penalty to the Parties, in either whole or in part, subject to the acts of the Arkansas General Assembly.

8. Relationship of the Parties. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.

9. Severability. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the

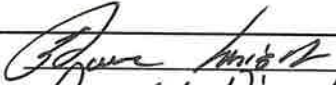
same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

11. Authorized Signatories. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

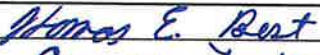
12. Entire Agreement; Modification. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

PARTIES:

USED TIRE PROGRAM DISTRICT 4

By: 
Its: Deputy Director
Date: 6-6-2023

USED TIRE PROGRAM DISTRICT 2

By: 
Its: COUNTY JUDGE
Date: 6-6-2023

RESOLUTION NO. 2023-01

**A RESOLUTION OF THE BOARD
OF
DISTRICT 2 TIRE ACCOUNTABILITY BOARD
AUTHORIZING INTERLOCAL AGREEMENTS**

WHEREAS, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the "Act"), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 2 consisting of the following counties: Fulton, Sharp, Randolph, Clay, Izard, Lawrence, Greene, Stone, Independence, Jackson, Craighead, Mississippi, Cleburne, Faulkner, White, Poinsett, Woodruff, Cross, Pulaski, and Crittenden ("**District 2**");

WHEREAS, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the "Act"), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 3 consisting of the following counties: Polk, Montgomery, Sevier, Howard, Pike, Clark, Little River, Hempstead, Nevada, Miller, Lafayette, Saline, Dallas, Ouachita, Union, Garland, Hot Spring, and Columbia ("**District 3**");

WHEREAS, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the "Act"), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 4 consisting of the following counties: Grant, Jefferson, Arkansas, Phillips, Cleveland, Lincoln, Desha, Calhoun, Bradley, Drew, Ashley, Lonoke, Prairie, Monroe, St. Francis, Lee, and Chicot ("**District 4**");

WHEREAS, the Act provides that respective Districts may enter into an interlocal agreement to determine the highest level of efficiency regarding tire processing in their respective used tire programs;

NOW, THEREFORE LET IT BE RESOLVED THAT THE TIRE ACCOUNTABILITY BOARD OF DISTRICT 2 HEREBY RESOLVED AS FOLLOWS:

RESOLVED, District 2 hereby authorizes and approves an interlocal agreement, as allowed under the Act, with District 4 whereby the waste tires in the counties of Lonoke, Prairie, Monroe, St. Francis, and Lee shall be managed by District 2 to ensure the highest level of efficiency for transportation and processing of waste tires collected in the identified counties located within the designated area for District 4;

RESOLVED, District 2 hereby authorizes and approves an interlocal agreement, as allowed under the Act, with District 3 whereby the waste tires in the counties of Saline and Hot Spring shall be managed by District 2 to ensure the highest level of efficiency for

transportation and processing of waste tires collected in the identified counties located within the designated area for District 3;

RESOLVED, any and all expenses associated with the preparation and implementation of the interlocal agreements authorized hereunder shall be the responsibility of and included in the Business Plan of District 2;

RESOLVED, the undersigned Executive Director of District 2 is hereby authorized to take such actions and execute such documents as deemed necessary and proper to carry out the interlocal agreements authorized herein; and

RESOLVED, the actions of the undersigned Executive Director of District 2 taken prior to the passage of this Resolution that have been taken in furtherance of the interlocal agreement authorized herein are hereby ratified.

ADOPTED:

DATE: 6-14-23

APPROVED:

Danny Hyde
By: *Danny Hyde*
Title: Board Chair

ATTEST:

Nelson
By: John Alan Nelson Mississippi County Judge
Title: Board Secretary

ACKNOWLEDGED:

Craig Douglass
Craig Douglass, Executive Director

**BYLAWS
OF
TIRE PROGRAM DISTRICT 4**

ARTICLE I. ENTITY IDENTIFICATION

The identification of the entity shall be Tire Program District 4 and may be referred to as District 4 Waste Tire Management Program.

ARTICLE II. PURPOSES

District 4 Waste Tire Management Program (Program) is organized per Ark. Code Ann. § 8-9-410 for the purpose of providing efficient collection, transportation, and processing of waste tires. The responsibilities of the District shall include, but not be limited to:

- (A) Providing services for the protection of the public health and Arkansas's environment;
- (B) Establishing a Tire Accountability Board for Program governance per Ark. Code Ann. § 8-9-410;
- (C) Collecting waste tires generated within the geographic boundaries of the Program;
- (D) Transporting waste tires to a contracted processor permitted by the State of Arkansas;
- (E) Processing waste tires for recycling, marketing, or proper disposal;
- (F) Establishing inter-Program agreements, where necessary, to ensure the highest level of efficiency regarding waste tire collection, transportation, and processing;
- (G) Providing a business plan and quarterly financial information to the Division of Environmental Quality (DEQ) per requirements set out in Ark. Code Ann. § 8-9-408 and Ark. Code Ann. 8-9-409, respectively;
- (H) Providing quarterly manifest reports to DEQ on Form TAP-11;
- (I) Receiving reimbursement funds from DEQ based on approved business plan waste tire rates and waste tire quantity and collection, transportation, processing, and Program administration cost information contained on the appropriate forms;
- (J) Managing funds according to accepted accounting practices;
- (K) Disbursing funds for waste tire collection, transportation, processing, and administrative costs; and
- (L) Providing requested information to Arkansas Legislative Audit every even-numbered year.

ARTICLE III. LOCATION

The principal office of the Program, at which the general business administration of the Program shall be transacted and where records of the Program shall be kept, shall be located in the county or municipality of the primary business location of the tire processor, or at such other place in the State of Arkansas as may be fixed from time to time by the Program's Tire Accountability Board.

ARTICLE IV. TIRE ACCOUNTABILITY BOARD

SECTION 1. General Powers. Governance of the Program shall be vested in a Tire Accountability Board (Board), which shall include the Officers of the Program. The membership of the Board shall be composed of eleven (11) Members:

- (A) Five (5) county judges, elected by the county judges of counties in the Program;
- (B) Two (2) county judges from the two (2) most populous counties in the Program according to the most recent federal decennial census; and
- (C) Four (4) mayors, elected by the mayors of cities in the Program.

All powers not delegated by the Board are reserved to it.

SECTION 2. Term of Office. The term of each Member of the Board will be three (3) years. Staggering of initial terms shall be drawn by lot at the first organizational meeting of the Board. Other than the two (2) county judges from the most populous counties in the Program, three (3) Members shall serve three (3) years; three (3) Members shall serve two (2) years; and three Members shall serve one (1) year. Members may be reelected by the Board, but no member shall serve more than eight (8) years, unless otherwise authorized by the Board. The Board Chair may be exempt from term limitations.

SECTION 3. Removal of Member. Any Member may be removed from the Board by an affirmative vote of two-thirds (2/3) of the Members of the entire Board. At least ten (10) days' notice of the proposed removal will be given to the involved Member, who will be given an opportunity to be present and to be heard at the meeting at which the removal is considered.

SECTION 6. Resignation of Members.

(A) A Member may resign at any time by communicating in writing to the Board Chair his or her resignation. A Member's resignation is effective when communicated unless the communication specifies a later effective date or subsequent event upon which it will become effective.

(B) Absence by a Member from three (3) consecutive meetings of the Board without a valid reason in the judgment of the Board shall be considered a resignation constituting a vacancy to be filled by the Board.

SECTION 7. Vacancies. The Board may appoint one or more persons to serve as Members until the next meeting of the Board to fill an open position or an unexpired term. If the Board ratifies the appointment by electing that person to the Board at the next meeting of the Board, then following the election, that Board Member would be serving his or her first "elected" position on the Board and would thereafter be subject to the provisions stated in Section 2. Term of Office.

SECTION 8. Compensation and Expenses. No compensation will be paid to any Member of the Board for primary duties as a Member of the Board. By resolution of the Board, reasonable expenses may be allowed for services rendered by any Member. Compensation may be paid to any Member performing specific duties related to the purposes of the Program. Board Members attending Board meetings in physical person may be paid a per diem if set and authorized by the Board at the first organizational meeting of the Board. Compensation and expenses shall be paid to the Executive Director and administrative staff in a manner and in amounts as determined by the Board.

ARTICLE V. MEETINGS OF THE BOARD OF DIRECTORS

SECTION 1. Regular Meetings. The Board of Directors shall hold regular meetings at least four (4) times each calendar year at such place and time as may be designated by the Board. If the day fixed for a regular meeting is a legal holiday in the State of Arkansas, or if the regular meeting cannot be held for lack of a quorum or unavoidable circumstance, the next meeting date shall be called by the Board Chair.

SECTION 2. Special Meetings. Special meetings of the Board may be called by the Board Chair or by a majority of the membership of the Board. The person or persons authorized to call special meetings of the Board may fix the place of a special meeting called by such person or persons.

SECTION 3. Annual Meeting. An annual meeting of the Board shall be held no later than January of the calendar year following the end of the previous calendar year for the purpose of electing new Members or reappointing existing Members and for the transaction of other business that may arise during the meeting. If the election of Members is not held on the day designated for such a meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Board as soon thereafter as may be convenient.

SECTION 4. Notice. Notice of regular and special meetings of the Board shall be delivered electronically at least ten (10) days prior to the day such a meeting is to be held. Members shall respond as to their attendance no later than three (3) days after receiving the notice.

SECTION 5. Quorum. A minimum of six (6) Members shall constitute a quorum for the Board to transact business. Members may participate by electronic means by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person for the purposes of a quorum, but not for purposes of receiving per diem.

SECTION 6. Voting. At a meeting at which a quorum is present, a simple majority affirmative vote of the Members voting is required to pass a motion. The Board Chair may elect to vote or abstain. A meeting may be held electronically and voting may be recorded via electronic means.

SECTION 7. Manner of Acting: Conflict-of-Interest Transactions. Upon disclosure of the material facts of the transaction and the interest a Member has in that transaction, a conflict-of-interest transaction may be authorized, approved, or ratified if it receives the affirmative vote of a majority of the Members then in office who have no direct or indirect interest in the transaction. However, a conflict-of-interest transaction may not be authorized, approved, or ratified by less than a majority of the Members of the entire Board. Conflict of interest shall not pertain to transactions based on reasonable expenses allowed by the Board for services rendered by any Member, nor shall conflict of interest pertain to per diem or Board-approved compensation paid to a Member performing specific duties related to the purposes of the Program.

SECTION 8. Chair and Vice-Chair of the Board. The Chair of the Board shall preside at all meetings thereof, and in the Chair's absence the Vice-Chair shall preside. The Chair and Vice-Chair shall also serve on the Executive Committee as more fully set forth in these Bylaws. All paid employees of the Program, and the relatives thereof, shall be ineligible for election as Chair.

ARTICLE VI. OFFICERS

SECTION 1. Titles, Election, and Term. At the first organizational meeting of the Board, the Board shall elect Officers, which may include a Chair, a Vice-Chair, and Secretary, each of whom shall be elected by a majority of the Board present and voting. Officers shall thereafter be elected annually at the annual meeting of the Board. If the election of Officers is not held at such meeting, such election shall be held as soon thereafter as conveniently may be. Same individuals may simultaneously hold more than one office on the Board of the Program, but no individual may act in more than one capacity where the action of two or more Officers is required. The Board may delegate to any Officer the power to appoint any assistant or subordinate officers and to prescribe the duties and authority thereof. Officers shall hold office until his or her successor has been duly elected and is qualified or until the Officer's death, resignation, or removal in a manner provided for in these Bylaws.

SECTION 2. Duties. The duties of Officers shall be those which usually pertain to these Officers.

SECTION 3. Vacancy. A vacancy in any office may be filled by a majority vote of the Board present and voting for the unexpired portion of the term.

SECTION 4. Removal. Any Officer or agent may be removed by the Board whenever in its judgment the best interests of the Program may be served thereby.

SECTION 5. Chair. The Chair shall be a Member of the Board and shall be the principal executive Officer of the Program. The Chair shall in general supervise the business and affairs of the Program. He or she may sign, with the Secretary or any other proper Officer of the Program authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed. The Chair shall in general perform all duties as may be prescribed by the Board from time to time.

SECTION 6. Vice-Chair. In the absence of the Chair or in the event of his or death, resignation, removal, or inability or refusal to act, the Vice-Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice-Chair shall perform such other duties as from time to time may be assigned to him or her by the Chair or by the Board.

SECTION 7. Secretary. The Secretary shall: (a) approve drafts of the minutes of the proceedings of the Board prior to distribution to the Members or for consideration of approval at a meeting of the Board; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) sign or co-sign resolutions passed by the Board; and (d) perform such other duties as from time to time may be assigned to him or her by the Chair or by the Board.

SECTION 8. Executive Director. The Board shall employ an Executive Director who shall also serve as an ex-officio member of the Board. The Executive Director and administrative offices of the Program shall be located in the principal office of the Program. The Executive Director shall be required to hire, supervise, manage, or otherwise oversee all necessary administrative staff to operate the Program in an efficient and effective manner, consistent with the purposes of the Program.

ARTICLE VII. COMMITTEES

SECTION 1. Establishment. The Board from time to time may establish, instruct, and discharge one or more committees of the Board. A committee may be established either as a standing committee or as an ad hoc committee for a special purpose. Each committee established by the Board shall consist of two (2) or more Members appointed by the Chair and shall serve at the pleasure of the Board. The creation of each committee and the appointment of Members shall be approved by Board.

SECTION 2. Powers. The Board may delegate its powers, as it deems necessary, to such committees it may establish from time to time; provided, however, that a committee of the Board may not: (a) authorize distributions; (b) approve the dissolution, merger, or the sale, pledge or transfer of all or substantially all of the Program's assets; (c) elect, appoint, or remove Members or fill vacancies on the Board or any of its committees; or (d) adopt, amend, or repeal the Program's Bylaws. Any committee may exercise such of the Board's authority as the committee is granted by the Board.

SECTION 3. Meetings and Actions. The provisions of these Bylaws shall apply to govern meetings, action without meetings, notice and waiver of notice, quorum, and voting requirements of each committee and its members. Pursuant to these provisions, the Chair of each committee shall fix the time and place of its meetings and shall promptly report the committee's actions and recommendations to the Board. If the committee Chair is unable or otherwise fails to perform those duties, the Chair of the Board may take such actions as are necessary to ensure that the committee's responsibilities are fulfilled, including without limitation the replacement of the committee Chair.

SECTION 4. Executive Committee. There shall be a standing committee to be known as the Executive Committee. Members comprising the Executive Committee shall consist of the Board Chair and Vice Chair and other Members appointed by the Board, not to exceed five (5) Members. The Executive Committee shall exercise the powers of the Board in the management of the business and affairs of the Program. The Executive Committee shall maintain regular minutes of their proceedings and report the same to the Board at each regular meeting of the Board.

ARTICLE VIII. INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 1. Mandatory Indemnification. In accordance with the laws of the State of Arkansas, the Program shall indemnify any Member or Officer and his or her estate or personal representative who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Member or Officer is a party by virtue of his or her status as a Member or Officer of the Program.

SECTION 2. Permissible Indemnification. In accordance with the laws of the State of Arkansas, and except as provided in these Bylaws, the Corporation may indemnify a Member or Officer made a party to a proceeding by virtue of his or her status as a Member or Officer, against liability incurred in the proceeding if the following conditions are met: (1) the Member or Officer conducted himself or herself in good faith; (2) with respect to conduct in his or her official capacity, the Member or Officer had reason to believe that his or her conduct was in the best interests of the Program; and (3) in cases of conduct not in his or her official capacity, the Member or Officer had reason to believe that his or her conduct was in the best interests of the Program.

SECTION 3. Insurance. The Program may purchase and maintain insurance on behalf of its Members and Officers to insure against liabilities asserted against or incurred by the Program's Members or Officers in that capacity or arising from their status as Members or Officers, whether or not the Program would have the power to indemnify them against the same liability under the preceding sections of these Bylaws.

SECTION 4. Definitions. The following definitions apply to the indemnification provisions in these Bylaws:

(A) Proceeding. "Proceeding" means any threatened, pending, or completed civil action, suit or proceeding, whether judicial, administrative, or investigative, and whether formal or informal.

(B) Liability. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses actually incurred with respect to a proceeding.

(C) Expenses. Indemnification against "expenses," which is mandated or permitted under this Article V is limited to reasonable expenses, including attorneys' fees, incurred in connection with a proceeding.

ARTICLE IX. CONTRACTS, GRANTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board may authorize any Officer(s) and/or agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Program, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Program and no evidences of indebtedness shall be issued in its name, unless and except as authorized by the Board. Any Officer or agent of the Program so authorized may affect loans or advances for the Program and for such loans and advances may make, execute, and deliver promissory notes, bonds, or other evidences of indebtedness of the Program. Any such Officer or agent, when so authorized, may mortgage, pledge, hypothecate, or transfer as security for the payment of any and all loans, advances, indebtedness, and liabilities of the Program any real property and all stocks, bonds, other securities, and other personal property at any time held by the Program, and to that end, may endorse, assign, and deliver the same, and do every act and thing necessary or proper in connection therewith. Such authority may be general or confined to specific instances. No loans shall be made by the Program to its Members or Officers. Any Members who vote for or assent to the making of such loans shall be jointly and severally liable to the Program for the amount of such loan until repayment thereof.

SECTION 3. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness of one thousand dollars (\$1,000) or issued in the name of Program, shall be signed by the Executive Director of the Program, including one other Member of the Board so designated by the Board. All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness of nine hundred, ninety-nine dollars, may be signed by the Executive Director. A listing of all checks, drafts or other orders for the payment of money, notes, or other evidence of indebtedness shall be provided to the Board at regularly scheduled Board meetings.

SECTION 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Program in such banks, trust companies, or other depositories as the Board may select.

ARTICLE X. FISCAL YEAR

The fiscal year of the Program shall begin on the first day of July and end on the last day of June in each year. Other reports and records of the Program may be compiled and reported on a calendar year basis as authorized by the Board.

ARTICLE XI. DIVIDENDS PROHIBITED

The Program shall not have or issue shares of stock, and no dividend shall be paid and no part of the income of the Program shall be distributed to its administrative staff, Members, or Officers. The Program may pay compensation in a reasonable amount to its administrative staff, Members, and Officers for services rendered, and may reimburse its administrative staff, Members, Officers, and agents for expenses incurred in attending to their authorized duties.

ARTICLE XII. AMENDMENTS

These Bylaws may be altered, amended, or repealed and new Bylaws maybe adopted by the Board at any regular or special meeting of the Board. Unless the amendments are unanimously adopted by action without a meeting pursuant to the provisions of these Bylaws or unless notice is waived, the Program shall provide seven (7) days written notice to the Members that the amendment will be voted on at the meeting. The notice must state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment of the Bylaws. The notice shall also contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. Any amendment must be approved by a majority of the Members in office at the time the amendment is adopted.

ARTICLE XIII. DISSOLUTION

Upon dissolution of the Program, the Board of Directors shall, after paying or making provision for the payment of all of the liability of the Program, dispose of all of the assets of the Program exclusively for the purposes of the Program in such manner as prescribed by state law.

CERTIFICATE

I, the undersigned, hereby state and certify that the foregoing are the true and correct Bylaws of Recycling Research Resources, Inc., duly adopted by the Board of Directors of said organization on the 6th day of June, 2023.

(Signatures of Chair, Secretary, and Executive Director)

Chair District 4

Thomas E. Best

(Print Name) THOMAS E. BEST

Secretary District 4

Doug Erwin

(Print Name) DOUG ERWIN

Executive Director District 4

Shane Knight

(Print Name) Shane Knight

PROFIT AND LOSS STATEMENT

Waste Tire District #4 does not have a profit and loss statement at this time. Waste Tire District #4 will receive payment from Arkansas Department of Finance and Administration based on the numbers of tires processed and then will pay Jefferson County the specified unit rate in the Business Plan for processing tires.

ACTUAL CONTRACTS

Upon approval of the 2023-24 Business Plan Waste Tire District #4 will amend the current contract with Jefferson County to process the waste tires for the specified unit rates listed in this business plan.

INTER-DISTRICT AGREEMENT

Southeast Arkansas Regional Solid Waste Management District (SEARSWMD) will manage Waste Tire District #4. Jefferson County owns and operates a waste tire processing facility in Jefferson County, Arkansas. The SEARSWMD has a current inter-local agreement with Jefferson County and upon approval of the business plan by DEQ, Waste Tire District #4 will amend the agreement with Jefferson County to process the waste tires for the specified unit rates listed in the 2023-24 Business Plan.

**WASTE TIRE DISTRICT #4
2023-2024 CAPITAL IMPROVEMENT-MAINTENANCE COST**

2023/2024 District 4 WST Business Plan

Waste Tire District #4 and Jefferson County plans on retrofitting the existing equipment with a new style of cutting teeth. A new blade configuration and adding cutting teeth is planned. The project will increase both efficiency and throughput while lowering maintenance costs. It will lower maintenance cost and decrease the amount of rerun material to produce acceptable TDF.

The maintenance and repairs to the equipment are an ongoing expense to keep the equipment functioning and efficient.

| MAINTENANCE & REPAIRS | | KNIVES & PARTS | |
|----------------------------------|---------------------|---------------------------|---------------------|
| Electrician | \$9,952.17 | Precision Grind | \$291,459.06 |
| Control Systems | \$6,156.70 | American Pulv | \$12,500.00 |
| Meyer Equip Rep | \$184,533.73 | | |
| | \$200,642.60 | | \$303,959.06 |

**ARKANSAS POLLUTION CONTROL
AND ECOLOGY COMMISSION**

**Approval of
Used Tire Program Business
Plans and Rates per
Ark. Code Ann. §8-9-405**

MINUTE ORDER NO. 24-_____

PAGE 1 OF 1

Pursuant to Act 713 of 2023, the four (4) new Used Tire Programs created by that Act have submitted business plans to the Department of Energy and Environment, Division of Environmental Quality (DEQ) justifying their establishment of new proposed reimbursement rates.

DEQ has reviewed the business plans submitted, in accordance with Ark. Code Ann. § 8-9-410(c)(2) as amended by Act 713. On January 16, 2024, DEQ Director Osborne submitted to the Commission DEQ’s proposal to approve the business plans, along with copies of the plans submitted by each of the four (4) Used Tire Programs. DEQ notes that each of the plans’ proposed rates exceed the amount that Legislative Audit identified as supported by collected revenues, potentially requiring *pro rata* reimbursements provided in Ark. Code Ann. §8-9-405(e)(2).

The new proposed reimbursement rates are subject to approval by the Commission pursuant to Ark. Code Ann. § 8-9-405(e)(3)(A). Having considered the matter at its regularly scheduled meeting on January 26, 2024, the Commission hereby approves the business plans and reimbursement rates submitted by each of the four (4) Used Tire Programs.

COMMISSIONERS:

_____ **A. Eckert, III, Chair**
_____ **R. McMullen**
_____ **D. Melton**
_____ **R. Moss, Jr.**

_____ **C. Racey**
_____ **D. Vandergriff**
_____ **W. Ward**

_____ **SUBMITTED BY: Caleb Osborne PASSED: 01/26/2024**
AI Eckert III, Chair



ARKANSAS

ENERGY & ENVIRONMENT

To: Arkansas Pollution Control and Ecology Commission

From: Caleb Osborne, Chief Administrator, Environment *CJO*

Date: January 1, 2024

Please find the following list of permits issued during the Month of December 2023

| Permit Type | Permit Number | Permittee | Permit Issuance Date | Description of Permitting Action |
|-------------|---------------|---|----------------------|--|
| Air | 1868-AGP-155 | Merit Energy Company, LLC - Hilltop Compressor Station | 12/21/23 | General Permit for Natural Gas Compressor Station - Modified - Merit Energy Company, LLC - Hilltop Compressor Station |
| Air | 1868-AGP-449 | Merit Energy Company, LLC - Tobey Compressor Station | 12/20/23 | General Permit for Natural Gas Compressor Station - Modified - Merit Energy Company, LLC - Tobey Compressor Station |
| Air | 1868-AGP-261 | DeSoto Gathering Company, LLC. - Sturgeon CPF-3 | 12/20/23 | General Permit for Natural Gas Compressor Station - Modified - DeSoto Gathering Company, LLC. - Sturgeon CPF-3 |
| Air | 1868-AGP-151 | DeSoto Gathering Company, LLC - Phillips Mountain CPF-1 | 12/20/23 | General Permit for Natural Gas Compressor Station - Modified - DeSoto Gathering Company, LLC - Phillips Mountain CPF-1 |
| Air | 1868-AGP-428 | Merit Energy Company, LLC – Brock 2-13 | 12/20/23 | General Permit for Natural Gas Compressor Station - Modified - Merit Energy Company, LLC – Brock 2-13 |
| Air | 1868-AGP-103 | DeSoto Gathering Company, LLC - Midge CPF-1 | 12/20/23 | General Permit for Natural Gas Compressor Station - Modified - DeSoto Gathering Company, LLC - Midge CPF-1 |

| Permit Type | Permit Number | Permittee | Permit Issuance Date | Description of Permitting Action |
|-------------|---------------|--|----------------------|---|
| Air | 1712-AR-7 | Maxwell Hardwood Flooring | 12/19/23 | Minor Source Permit - Significant Modification - Maxwell Hardwood, Inc. - to install a generator |
| Air | 1868-AGP-425 | Merit Energy Company, LLC - Breeden 1-13 | 12/19/23 | General Permit for Natural Gas Compressor Station - Modified - Merit Energy Company, LLC - Breeden 1-13 |
| Air | 0428-AR-26 | Producers Rice Mill, Inc. | 12/19/23 | Minor Source Permit - Administrative Amendment - Producers Rice Mill, Inc. - Add SN-99 Rough Rice Trash Tank to Group A-13 Insignificant Activities List |
| Air | 1868-AGP-474 | Merit Energy Company, Inc. - Carney Compressor Station | 12/19/23 | General Permit for Natural Gas Compressor Station - Administrative Change - Merit Energy Company, Inc. - Carney Compressor Station |
| Air | 0763-AOP-R23 | The Bryce Company, LLC | 12/19/23 | Title V/Major Source Permit - Minor Modification - The Bryce Company, LLC - to construct a new plant including one new RTO and two new ten-color printing presses |
| Air | 1868-AGP-321 | Merit Energy Company, LLC - Carl Turner | 12/19/23 | General Permit for Natural Gas Compressor Station - Modified - Merit Energy Company, LLC - Carl Turner |
| Air | 2446-AR-1 | Trex Company, Inc. | 12/14/23 | Minor Source Permit - De Minimis - Trex Company, Inc. - Install six (6) compounding polyethylene storage silos |
| Air | 0868-AOP-R22 | Lion Oil Company | 12/14/23 | Title V/Major Source Permit - Minor Modification - Lion Oil Company - to replace four (4) tanks |
| Air | 1227-AOP-R8 | Martin Operating Partnership L.P. | 12/14/23 | Title V/Major Source Permit - Renewal of Existing Permit - Martin Operating Partnership L.P. - Title V Renewal |
| Air | 1667-AOP-R1 | Stella-Jones Corporation | 12/14/23 | Title V/Major Source Permit - Significant Modification - Stella-Jones Corporation - revise Source SN-04 (Air Curtain Incinerator) |
| Air | 1310-AOP-R6 | Black Hills Energy Arkansas, Inc. - Davis Compressor Station | 12/11/23 | Title V/Major Source Permit - Renewal of Existing Permit - Black Hills Energy Arkansas, Inc. - Davis Compressor Station - Title V Renewal |
| Air | 0232-AR-16 | Watco Transloading LLC - WTPS Blytheville Terminal | 12/6/23 | Minor Source Permit - Administrative Amendment - Watco Transloading LLC - WTPS Blytheville Terminal - remove SN-1001 and SN-1002 |

| Permit Type | Permit Number | Permittee | Permit Issuance Date | Description of Permitting Action |
|-------------|---------------|---|----------------------|--|
| Air | 1819-AOP-R13 | Jonesboro City Water and Light | 12/4/23 | Title V/Major Source Permit - Significant Modification - Jonesboro City Water and Light - requests a change in the method of operation of emission calculation |
| Air | 0345-AR-4 | International Paper Company | 12/4/23 | Minor Source Permit - De Minimis - International Paper Company - to replace two 238 hp Fire Water Pumps SN-07A and SN-07B |
| Air | 0747-AOP-R8 | Owens Corning Non-Woven Technology, LLC | 12/4/23 | Title V/Major Source Permit - Significant Modification - Owens Corning Non-Woven Technology, LLC - to modify the conditions covering transition between Line #1 to Line #2 |
| Air | 1868-AGP-443 | DeSoto Gathering Company, LLC - Mako CPF-1 | 12/1/23 | General Permit for Natural Gas Compressor Station - Modified - DeSoto Gathering Company, LLC - Mako CPF-1 |
| Water | 4557-WG-CS- | Jerry (J.L.) Wright | 12/4/23 | EMPTY in Benton County |
| Water | 4563-WG-CS-3 | Thompson Ready Mix, Inc. | 12/5/23 | Renewal/Issuance of Commercial Septic Tank Permit in Madison County |
| Water | 5020-WR-4 | Denali Water Solutions LLC | 12/22/23 | Renewal of Individual State no-discharge permit in Pulaski County |
| Water | 5405-WG-WR | Denali Water Solutions, LLC | 12/11/23 | Issuance of new coverage under the no-discharge general permit for the land application of water treatment residuals in Pope County |
| Water | AR0021971 | City of Marion - | 12/19/23 | Renewal of Individual NPDES discharge permit in Crittenden County |
| Water | AR0022152C | City of Joiner - Joiner Wastewater Treatment Facility | 12/6/23 | New State construction permit in Mississippi County |
| Water | AR0022365 | Camden Water Utilities | 12/19/23 | Renewal of coverage for NPDES individual permit in Ouachita County |
| Water | AR0033642 | Gravel Ridge Sewer Improvement District #213 Gravel Ridge SID 213 | 12/21/23 | Renewal of Individual NPDES discharge permit in Pulaski County |
| Water | AR0034932 | City of Mulberry - Wastewater Treatment Plant | 12/14/23 | Renewal of Individual NPDES discharge permit in Crawford County |
| Water | AR0036013 | U.S. Army Corps of Engineers - Arlie Moore Recreation Area, DeGray Lake | 12/27/23 | Renewal of coverage for the NPDES individual permit in Clark County |

| Permit Type | Permit Number | Permittee | Permit Issuance Date | Description of Permitting Action |
|-------------|---------------|---|----------------------|---|
| Water | AR0038458C | City of Hope - Pate Creek Wastewater Treatment Plant | 12/19/23 | New State construction permit in Hempstead County |
| Water | AR0046396 | Pleasant View Estates Improvement District of Pope County - Pleasant View Estates | 12/21/23 | Renewal of Individual NPDES discharge permit in Pope County |
| Water | AR0048411 | Domtar A.W. LLC - Ashdown Woodyard Wet Deck | 12/29/23 | Renewal of Individual NPDES discharge permit in Little River County |
| Water | AR0048542 | North Little Rock Electric Department - North Little Rock Hydro Plant | 12/22/23 | Renewal of Individual NPDES discharge permit in Pulaski County |
| Water | AR0051900 | Ouro Mining, Inc. - Ouro Mining, Inc. - Bates Mine | 12/7/23 | Renewal of Individual NPDES discharge permit in Scott County |
| Water | ARG550819 | Josh Wilson ATU | 12/1/23 | New Individual Treatment Facility General Permit in Columbia County |
| Water | ARG640182C | City of Hot Springs - New Water Plant | 12/22/23 | New State construction permit in Garland County |
| Water | ARG670937 | Perla Station | 12/18/23 | New Hydrostatic Testing General Permit in Hot Springs County |
| Water | ARR002076 | Green Meadows Pit | 12/4/23 | New Industrial Stormwater General Permit in Jefferson County |
| Water | ARR002104 | Gentry Facility | 12/18/23 | New Industrial Stormwater General Permit in Benton County |
| Water | ARR002107 | Crete Carrier West Memphis | 12/4/23 | New Industrial Stormwater General Permit in Crittenden County |
| Water | ARR002108 | Cartney Mine | 12/12/23 | New Industrial Stormwater General Permit in Baxter County |
| Water | ARR002110 | Twin Rivers Foods | 12/14/23 | New Industrial Stormwater General Permit in Pope County |
| Water | ARR002111 | UL Verification Services Inc. | 12/4/23 | New Industrial Stormwater General Permit in Benton County |
| Water | ARR00A678 | Esterline Armtec Countermeasures Company | 12/15/23 | Modification of Industrial Stormwater General Permit in Calhoun County |
| Water | ARR00C078 | Tyson Poultry, Inc.-Tyson Chick 'N Quick/Tyson Distribution Center | 12/28/23 | Modification of Industrial Stormwater General Permit in Benton County |
| Water | ARR00C465 | Bradley Contracting, Inc. Limestone Quarry | 12/6/23 | Modification of Industrial Stormwater General Permit in Independence County |

| Permit Type | Permit Number | Permittee | Permit Issuance Date | Description of Permitting Action |
|-------------|---------------|--|----------------------|---|
| Water | ARR156927 | Bear Den Development Company, LLC | 12/4/23 | Modification to Increase Acreage for Construction Stormwater in Pulaski County |
| Water | ARR157633 | D.R. Horton - NW Arkansas, LLC | 12/1/23 | Modification to Increase Acreage for Construction Stormwater in Benton County |
| Water | ARR157800 | The Board of Trustees of The University of Arkansas C/O UAMS | 12/21/23 | Modification to Increase Acreage for Construction Stormwater in Washington County |
| Water | ARR157961 | Whitten Development, Inc. | 12/5/23 | Issuance of New Construction Stormwater Coverage in Pope County |
| Water | ARR157973 | Hot Springs Utilities | 12/4/23 | Issuance of New Construction Stormwater Coverage in Garland County |
| Water | ARR157979 | ARDOT | 12/5/23 | Issuance of New Construction Stormwater Coverage in Jefferson County |
| Water | ARR157985 | Loan Vo | 12/4/23 | Issuance of New Construction Stormwater Coverage in Benton County |
| Water | ARR157990 | Hot Springs Utilities | 12/14/23 | Issuance of New Construction Stormwater Coverage in Garland County |
| Water | ARR158017 | Town of Tillar | 12/22/23 | Issuance of New Construction Stormwater Coverage in Drew Desha County |
| Water | ARR158028 | Arkansas Storage Centrs XVI, LLC | 12/4/23 | Issuance of New Construction Stormwater Coverage in Saline County |
| Water | ARR158030 | West Memphis Utility Commission | 12/22/23 | Issuance of New Construction Stormwater Coverage in Crittenden County |
| Water | ARR158034 | 2188, LLC | 12/20/23 | Issuance of New Construction Stormwater Coverage in Washington County |
| Water | ARR158035 | J&M Capital Ventures | 12/5/23 | Issuance of New Construction Stormwater Coverage in Washington County |
| Water | ARR158036 | Long Lake Solar, LLC | 12/5/23 | Issuance of New Construction Stormwater Coverage in Phillips County |
| Water | ARR158038 | D&J Asphalt Paving, INC. | 12/14/23 | Issuance of New Construction Stormwater Coverage in Union County |
| Water | ARR158041 | Riverwood Homes, LLC | 12/4/23 | Issuance of New Construction Stormwater Coverage in Washington County |
| Water | ARR158042 | Greenway Center, LLC | 12/4/23 | Issuance of New Construction Stormwater Coverage in Benton County |

| Permit Type | Permit Number | Permittee | Permit Issuance Date | Description of Permitting Action |
|-------------|---------------|---------------------------------|----------------------|--|
| Water | ARR158047 | NHS Tontitown, LLC | 12/4/23 | Issuance of New Construction Stormwater Coverage in Washington County |
| Water | ARR158052 | Eric Billings | 12/4/23 | Issuance of New Construction Stormwater Coverage in Howard County |
| Water | ARR158054 | Hamburg School District | 12/6/23 | Issuance of New Construction Stormwater Coverage in Ashley County |
| Water | ARR158057 | SEARKAN AOS PARTNERS, LLC | 12/4/23 | Issuance of New Construction Stormwater Coverage in White County |
| Water | ARR158058 | Adnama Properties LLC | 12/4/23 | Issuance of New Construction Stormwater Coverage in Pulaski County |
| Water | ARR158060 | City of North Little Rock | 12/21/23 | Issuance of New Construction Stormwater Coverage in Pulaski County |
| Water | ARR158065 | ARDOT | 12/14/23 | Issuance of New Construction Stormwater Coverage in Lonoke County |
| Water | ARR002106 | Mark Lebow | 12/8/2023 | New Industrial Stormwater General Permit in Montgomery County |
| Water | ARR000000 | ADEQ General Permits | 12/14/2023 | 2024 Industrial Stormwater General Permit Renewal Final |
| Water | ARR001187 | White River Materials Inc. | 12/14/2023 | Modification of Industrial Stormwater General Permit in Stone County |
| Water | ARR001628 | General Pallets, LLC | 12/15/2023 | Modification of Industrial Stormwater General Permit in Sebastian County |
| Water | ARR00B750 | Apac Cetral, Inc. | 12/15/2023 | Modification of Industrial Stormwater General Permit in Benton County |
| Water | ARG550000 | ADEQ General Permits | 12/20/2023 | Onsite Wastewater Treatment Facilities for Domestic Wastewater Renewal |
| Water | ARR158066 | Graham Smith Construction, LLC. | 12/14/23 | Issuance of New Construction Stormwater Coverage in Saline County |
| Water | ARR158067 | ARDOT | 12/14/23 | Issuance of New Construction Stormwater Coverage in Garland County |
| Water | ARR158068 | D.R. Horton, Inc. | 12/21/23 | Issuance of New Construction Stormwater Coverage in Faulkner County |
| Water | ARR158069 | Ajet Consulting, LLC | 12/27/23 | Issuance of New Construction Stormwater Coverage in Saline County |
| Water | ARR158070 | D.R. Horton, Inc. | 12/14/23 | Issuance of New Construction Stormwater Coverage in Pulaski County |
| Water | ARR158071 | Bill Luong | 12/14/23 | Issuance of New Construction Stormwater Coverage in Sevier County |
| Water | ARR158076 | Total Site Development, LLC | 12/21/23 | Issuance of New Construction Stormwater Coverage in Washington County |

| Permit Type | Permit Number | Permittee | Permit Issuance Date | Description of Permitting Action |
|--|---------------|--|----------------------|--|
| Water | ARR158079 | AMS Properties-Arkansas, Inc. | 12/20/23 | Issuance of New Construction Stormwater Coverage in Pulaski County |
| Water | ARR158084 | City of Little Rock | 12/28/23 | Issuance of New Construction Stormwater Coverage in Pulaski County |
| There were (2) permit or permit modifications and six (6) coverage under general permits issued during the Month of December 2023. | | | | |
| Permit Type | Permit No. | Permittee | Issuance Date | Description of Permitting Action |
| OLR/SW | 0094-STSW-B | Garland County Cedar Glades Transfer Station | 12/7/2023 | Issuance of coverage under general permit |
| OLR/SW | 0036-STSW-C | Garland County Hwy 7N Transfer Station | 12/7/2023 | Issuance of coverage under general permit |
| OLR/SW | 0002-STSW-A | Dallas County Transfer Station | 12/7/2023 | Issuance of coverage under general permit |
| OLR/SW | 0085-STSW-B | Grant County Hwy 46 Transfer Station | 12/7/2023 | Issuance of coverage under general permit |
| OLR/SW | 0009-STSW-A | City of Newport Transfer Station | 12/7/2023 | Issuance of coverage under general permit |
| OLR/SW | 0075-TAP-TCC | City of Dewitt Tire Collection Center | 12/7/2023 | Issuance of coverage under general permit |
| OLR/SW | 0311-S3N-R1 | SWEPCO, Turk Class 3N Landfill | 12/13/2023 | Minor Modification: Final Permit Issued |
| OLR/HW | 28H-RN2 | Rineco | 12/20/2023 | Class 1 Modification: Update Contingency Plan |