



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 1621221
Solicitation Description: Waste Tire Disposal Services - Statewide 6625C015
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-02-27 10:30	SR 0803 ESR02262500000005241	1

VENDOR
 000000110798
 TIRE & RUBBER INC

Solicitation Number: ARFQ 0803 DOT2500000038
Total Bid: 0
Response Date: 2025-02-26
Response Time: 11:52:33
Comments:

FOR INFORMATION CONTACT THE BUYER
 Jeromie F Lanham
 304-720-7383
 jeromie.f.lanham@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Waste Tire Disposal Services	0.00000	CY	11.900000	0.00

Comm Code	Manufacturer	Specification	Model #
76121504			

Commodity Line Comments: Pricing range is \$10.15-\$15.00 (average \$11.90)
Tire & Rubber Inc. (TRI) proposes a cost-effective, efficient solution for WVDOH Waste Tire Disposal Services, leveraging our expertise in tire processing, transportation, and sustainable recycling while ensuring compliance with WVDEP and WVDOH standards.

Accuracy & Transparency:
TRI provides WVDOH with direct access to our TESSA system, offering real-time visibility into tire collections by district, on-demand reporting for full transparency, and improved coordination for trailer exchanges based on actual capacity, ensuring precise tracking and accurate invoicing.

Competitive & Sustainable Pricing:
Our pricing model maximizes efficiency by using 53 trailers, optimizing transportation logistics and costs. We maintain a balanced pricing strategy to stay competitive while ensuring high-quality service.

Operational Excellence:
TRI ensures reliable and timely trailer exchanges with a dedicated fleet and logistics team. Our operations comply with all WVDEP and WVDOH regulations, and our highly trained personnel follow stringent safety protocols, guaranteeing best practices in waste tire handling.

TRI is committed to delivering a reliable, transparent, and cost-effective waste tire disposal solution. With advanced tracking, real-time data through TESSA, and operational excellence, we ensure maximum efficiency, accountability, and regulatory compliance. We look forward to supporting WVDOHs waste tire needs

Extended Description:
Waste Tire Disposal Services



Subject: Why Tire & Rubber is the #1 Provider for WVDOH Waste Tire Disposal Needs

Dear Lanham.

Tire & Rubber Inc. (TRI) is proud to submit our proposal for the Waste Tire Disposal Services contract. For the past several years, TRI has been honored to serve as the trusted provider for WVDOH's waste tire disposal needs. With our extensive expertise in waste tire processing, transportation, and sustainable recycling, we firmly believe we are the best choice to meet WVDOH scrap tire disposal needs.

Why Choose TRI?

1. **Competitive & Transparent Pricing**

Our pricing model is designed to provide WVDOH with the most cost-effective solution, ranging from **\$10.15 to \$15.00 per cubic yard**, with an **average rate of \$11.90 per cubic yard**. We achieve this through optimized transportation logistics, and strategic cost management. Our transparent pricing ensures no hidden costs while maintaining operational sustainability.

2. **Operational Excellence & Reliability**

TRI has a proven track record in waste tire collection and disposal. Our dedicated fleet and team ensures timely trailer exchanges, minimizing disruptions. We adhere to all WVDEP and WVDOH regulations, with highly trained personnel following strict safety protocols. This commitment to operational excellence guarantees reliable and efficient service.

3. **Accuracy & Real-Time Transparency**

We provide WVDOH with direct access to our TESSA system—a real-time digital platform offering complete visibility into tire collections by district, on-demand reporting, and improved coordination for scheduling trailer exchanges. This transparency enhances accountability, accuracy, and efficiency.

4. **Environmental Compliance & Value-Added Services**

TRI is dedicated to environmental sustainability. Our operations comply with all environmental regulations, reducing landfill impact and promoting responsible recycling. Additionally, TESSA's real-time monitoring and automated data collection streamline reporting and invoicing processes.

Our Commitment to WVDOH

TRI is committed to delivering a reliable, transparent, and cost-effective waste tire disposal solution that meets WVDOH's high standards. Our proven track record, competitive pricing, operational excellence, and commitment to transparency make us the number one provider for your scrap tire disposal needs.

We appreciate the opportunity to submit this proposal and are eager to continue to partner with WVDOH. We are confident that our expertise and commitment to excellence make us the number one provider for your scrap tire disposal needs.

Thank you for considering TRI. We look forward to supporting WVDOH in achieving its waste tire management goals.

Sincerely,
Rodolfo "Dolf" Gonzalez, Jr.
CEO | Tire & Rubber INC





**State of West Virginia
Agency Request for Quote
Highways**

Proc Folder: 1621221
Doc Description: Waste Tire Disposal Services - Statewide 6625C015
Reason for Modification:
Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-02-13	2025-02-27 10:30	ARFQ 0803 DOT2500000038	1

BID RECEIVING LOCATION

PROCUREMENT DIVISION
 DIVISION OF HIGHWAYS
 BLDG 6 RM 340A
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:
Vendor Name : Tire and Rubber Inc (TRI)
Address : 710
Street : Grass Run Road
City : Weston
State : West Virginia **Country :** USA **Zip :** 26452
Principal Contact : Rodolfo Gonzalez, Jr
Vendor Contact Phone: 847-894-3646 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Jeromie F Lanham
 304-720-7383
 jeromie.f.lanham@wv.gov

**Vendor
Signature X**

FEIN# 20-2068048

DATE 26 February 2025

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - OPEN-END CONTRACT FOR WASTE TIRE DISPOSAL SERVICES PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE REGISTERED WITH WV STATE PURCHASING DIVISION, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Waste Tire Disposal Services	0.00000	CY	\$10.15 - \$15.00	

Comm Code	Manufacturer	Specification	Model #
76121504			

Extended Description:
Waste Tire Disposal Services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTION DUE BY 10:00AM EST	2025-02-19

WASTE TIRE DISPOSAL SERVICES 6625C015
Bid Submission Checklist

This checklist is only intended to provide vendor guidance regarding documentation required in its bid response for the subject solicitation.

THIS DOCUMENT IS NOT REQUIRED FOR BID SUBMISSION RESPONSES

- Designated Contact/Certification and Signature Page
Review General Terms and Conditions
- Addendum Acknowledgement Form – if applicable
Review General Terms and Conditions
- Contract Manager page
Review Contract Specifications
- Attachment A – Pricing Pages (ATT A)
- Certificate of Insurance
Review General Terms and Conditions
- West Virginia Contractor’s License
Review General Terms and Conditions

REMINDERS

- ❖ *In order to be awarded a contract, a vendor’s registration profile within wvOASIS (VSS) must be active and registration must be current. For more information, please visit: <http://www.state.wv.us/admin/purchase/VendorReg.html>.*
- ❖ *When providing a bid response in wvOASIS, do not enter bid pricing information into the wvOASIS Commodity Line Comments area. Bid evaluation will be based on pricing submitted on the ATT A Pricing Pages. Any entry of bid pricing or other notations made in the wvOASIS Commodity Line Comments section WILL NOT be considered for bid evaluation or award.*

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)**

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: 02/19/2025 10:00AM EST

Submit Questions to:

DOTPROCUREMENTTECHQUES@WV.GOV

Email: DOTPROCUREMENTTECHQUES@WV.GOV

4. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

4A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: WASTE TIRE DISPOSAL SERVICES

BUYER: JEROMIE LANHAM

SOLICITATION NO.: ARFQ DOT2500000038

BID OPENING DATE: 02/27/2025

BID OPENING TIME: 10:30AM

FAX NUMBER: 304-558-0047

5. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

6. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

7. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

8. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

9. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

10. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

11. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

11A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

14. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

15. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

16. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ award _____ and the initial contract term extends until one (1) year from effective date.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: See attached.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

WV Contractor's License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00 _____ per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:
_____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of:
_____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

42. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

43. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Emma Smith | Office Administrator

(Printed Name and Title)

710 Grass Run Road, Weston, WV 26452

(Address)

(304) 269-0091/(304) 269-0093

(Phone Number) / (Fax Number)

e.smith@tyrexresources.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Tire and Rubber Inc (TRI)

(Company)

(Signature of Authorized Representative)

Rodolfo Gonzalez, Jr | CEO

(Printed Name and Title of Authorized Representative)

26 February 2025

(Date)

847-894-3646 | 304-269-0091

(Phone Number) (Fax Number)

Revised 8/24/2023

REQUEST FOR QUOTATION
WASTE TIRE DISPOSAL SERVICES

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract with qualified Vendors to provide storage Trailers for WVDOH containment of waste tires and Vendor removal/replacement of filled Trailers from designated WVDOH locations throughout the State of West Virginia. Waste tires and tire derived material (automotive and parts thereof) will result from WVDEP and WVDOH collection events and cleanup operations.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“ADO” and “Agency Delivery Order”** - a written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.

 - 2.2 **ATT A,” “Attachment A,” or “Pricing Pages,”** - the schedule of Contract Items attached hereto as Attachment A (“ATT A”) and used to evaluate Solicitation responses.

 - 2.3 **“Contract Item(s)”** - the list of items available for Vendor to provide pricing as identified in Section 3 of these Specifications and referenced throughout.

 - 2.4 **“Contractor” or “Vendor”** - interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

 - 2.5 **“Emergency Requests”** – orders requiring fulfillment without delay and owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a WVDOH District Engineer or their designee.

 - 2.6 **“Solicitation”** - the official notice of an opportunity to supply the State with goods or services.

 - 2.7 **“Standard Specs”** - the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.

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WASTE TIRE DISPOSAL SERVICES

- 2.8 “Trailer” – an enclosed steel box storage container meeting the requirements outlined in Section 3.2.1 of these Specifications and referenced throughout.
- 2.9 “WVDEP” - the West Virginia Department of Environmental Protection.
- 2.10 “WVDOH” or “Agency” - interchangeable terms for the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

- 3.1 **Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>. Hard copies of these publications may be purchased from Technical Support Division, by completing the Specification Order Form provided within the website.

- 3.2 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis while meeting all applicable criteria required by WV Code §22-15A and Title 33, Legislative Rule, Department of Environmental Protection, Division of Waste Management, Series 5, Waste Tire Management Rule. Contract Items must meet or exceed the mandatory requirements as shown below.

- 3.2.1 **Trailer Requirements:** Trailers shall be enclosed, lockable steel box storage containers or trailers with swing or roller type doors and be in good operating and storage condition. Trailers must minimally measure 40’x8’x8.’

- 3.2.1.1 Vendor must furnish heavy-duty locks for each Trailer and provide the WVDOH District site location with three (3) keys for each lock provided.

- 3.2.1.2 The WVDOH and WVDEP are not responsible for the cleaning of Trailers or any water damage that may occur as a result of stored waste tires acquired from bodies of water or muddy/waterlogged conditions.

- 3.2.1.3 To maximize Trailer capacity, waste tires will be hand-loaded by WVDOH or WVDEP personnel in an orderly manner.

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WASTE TIRE DISPOSAL SERVICES

3.2.2 WVDOH Trailer Sites: For the proper management of waste tire disposal operations, Trailers shall be placed at the WVDOH District Headquarter locations designated on ATT A.

3.2.2.1 The WVDOH District Engineer or designee will identify the specific area at their District site where Vendor will place the Trailer.

3.2.2.1.1 Trailers shall not be parked within 50 feet of another structure.

3.2.3 Trailer Exchange: Each WVDOH District location shall issue an ADO to the Vendor on a quarterly basis to request a Trailer exchange.

3.2.3.1 Prior to the end of a quarterly period, if the WVDOH District Engineer or designee finds that a Trailer is **not** at or near a capacity that dictates an exchange, the WVDOH District Engineer or designee shall communicate this to the Vendor accordingly.

3.2.3.2 If the WVDOH District Engineer or designee finds that a Trailer is at or near capacity prior to the end of a quarterly period, an ADO will be issued and Vendor shall exchange the Trailer in accordance with Section 5 of these Specifications.

3.2.3.2.1 To minimize exposure by WVDOH, WVDEP, and Vendor personnel to vector-borne diseases due to water buildup in waste tires placed outside of a Trailer (open-air conditions), the WVDOH shall responsibly monitor Trailer capacities and Trailer exchange needs.

3.2.4 Trailer Access and Security: All Trailers will remain locked, except during times of waste tire loading/unloading. Members of the general public will not have access to the Trailers, nor will the Trailers be available to any party other than the WVDOH, the WVDEP, or their authorized contractors.

3.2.4.1 The WVDOH and WVDEP will make reasonable efforts to provide a secure area for the placement of Trailers and shall exercise ordinary use in its storage of waste tire materials. However, the WVDOH and WVDEP assume no responsibility for Trailer damage caused by vandalism that may occur while at a WVDOH location.

3.2.5 Reporting and Record Retention: The WVDOH and WVDEP shall be responsible for generating and maintaining a record of waste tire collection information in each Trailer. This information will be recorded on a log

REQUEST FOR QUOTATION
WASTE TIRE DISPOSAL SERVICES

sheet posted inside of each Trailer and will be updated by an Agency representative each time waste tires are loaded.

3.2.5.1 Each WVDOH location shall provide the WVDEP and Vendor with a copy of the completed log sheet prior to the exchange of a loaded Trailer. The original will be kept in a permanent file at the WVDOH site headquarter location.

3.2.5.1.1 Reports shall include the following:

- The name, address, telephone number, and certification motor carrier identification number of Vendor's waste tire hauler.
- The number of waste tires hauled from the WVDOH site.
- The name, address, and telephone number of the waste tire mono-fill, storage cell, processing facility, or other approved facility where the Trailer's contents will be transported to by Vendor.

3.2.5.2 Vendor shall be responsible for submitting quarterly reports to the following address:

WVDEP
Division of Water and Waste Management
Attn: Solid Waste Management
601 57th Street, SE
Charleston, WV 25304

3.2.6 Invoicing: The WVDOH will bill the WVDEP separately for invoice reimbursement. Vendor shall submit its invoices on a monthly basis to the following address:

WV Department of Transportation
Finance & Administration Division
1900 Kanawha Boulevard, East
Building 6, Room 320
Charleston, WV 25305

REQUEST FOR QUOTATION
WASTE TIRE DISPOSAL SERVICES

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a Contract for the WVDOH Headquarter locations in which their bid is the lowest.

4.2 Pricing Pages, Attachment A (“ATT A”): Vendor shall complete the Pricing Pages by providing a cubic yard rate for each trailer placed at the WVDOH sites listed on ATT A. Vendor shall factor into their bid prices any equipment, materials, delivery, and labor required to provide and replace Trailers at each WVDOH site listed on ATT A. Vendor may bid any or all WVDOH locations listed on ATT A. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

4.2.1 ATT A contains a list of WVDOH Headquarter locations requiring the availability of one (1) trailer at each location. The estimated volume for each trailer’s location represents the approximate volume of anticipated material for storage only. No future use of the Contract or any individual item is guaranteed or implied.

4.2.2 Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: kristy.e.james@wv.gov

4.2.3 Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on the Pricing Pages, Attachment A (**ATT A**), shall result in the disqualification of Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2 of these Specifications, shall result in the disqualification of Vendor’s bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

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4.2.4 Description in Vendor's Billing System: Vendor should list the description of Contract Items as they will appear on the Vendors future invoices under this contract, if the vendor's description differs from the description listed on the Pricing Page (ATT A) with the solicitation. Providing this information with the bid facilitates future payment processing.

4.3 Contract Award Transition: Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

5.2 Agency Delivery Order ("ADO"): District personnel must issue an ADO from wvOASIS for specific quantities of materials based on each project's requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in wvOASIS and approved to "Final" prior to placing the order with the Vendor. The Agency is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order.** In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.

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5.2.1 Emergency requests received from an Agency shall be fulfilled within five (5) business days of receipt by Vendor. The determination of an emergency request will be in accordance with Section 2.6 of this Solicitation and will be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail. Emergency orders shall be paid at a rate of 105% of the Vendor's awarded price per CY.

5.3 Payment: Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

6.1 Project Acceptance and Written Verification of Receipt: Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADOs and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within five (5) days of the ADO being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.

6.2 Delivery Time: Vendor shall deliver standard orders according to the established acceptable delivery date, as agreed upon in the ADO. If the vendor is unable to furnish material Contract Items in accordance with the established delivery schedule, the WVDOH District Engineer or designee must be advised in writing within five (5) working days of Vendor's receipt of the ADO.

6.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from another awarded vendor or proceed with an Emergency Purchase from the open market.

REQUEST FOR QUOTATION
WASTE TIRE DISPOSAL SERVICES

- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the ordering Agency's location, as designated on ATT A. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.
- 6.5 Return of Unacceptable Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
WASTE TIRE DISPOSAL SERVICES

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

WASTE TIRE DISPOSAL SERVICES 6625C015
Attachment A - Pricing Pages

Vendor Name:

INSTRUCTIONS: Vendor shall complete ATT A by providing a price per cubic yard for each Trailer placed at the WVDOH sites listed below. Vendor may bid any or all sites and shall factor in any equipment, materials, delivery, and labor required to provide and replace Trailers. Estimated quantities represent an approximate volume for storage only. No future use of the Contract or any individual site is guaranteed or implied.

In the box below, please enter the service description as it will appear on invoices submitted by your company for payment under this Contract, per Section 4.2.4 of the Contract Specifications.

District Site	Address	Estimated CY of Tire Disposal Material (per Quarter)	Vendor Bid Price (per CY)
District 1 Boone Co. HQ	203 DOH Garage Road Danville, WV 25053	80	
District 1 Clay Co. HQ	4476 Triplett Ridge Road Clay, WV 25043	80	
District 1 Kanawha Co. HQ	1311 Smith Street Charleston, WV 25301	80	
District 1 Mason Co. HQ	225 Fairground Road Point Pleasant, WV 25550	80	
District 2 Cabell Co. HQ	801 Madison Avenue Huntington, WV 25712	80	
District 2 Mingo Co. HQ	#1 Highway Garage Road Williamson, WV 25661	80	
District 3 Wood Co. Equipment	626 Depot Street Parkersburg, WV 26101	80	
District 4 Harrison Co. HQ	2460 Murphy's Run Road Bridgeport, WV 26330	80	
District 5 Mineral Co. HQ	2120 Northwest Turnpike Burlington, WV 26710	80	
District 5 Berkeley Co. HQ	1867 Rock Cliff Drive Martinsburg, WV 25401	80	
District 6 Marshall Co. Equipment Shop	1 DOT Drive Moundsville, WV 26041	80	
District 6 Brooke Co. HQ	WV2, Box 615 Wellsburg, WV 26070	80	
District 7 Lewis Co. HQ	937 US Highway 19 Weston, WV 26452	80	
District 8 Randolph Co. HQ	1101 North Randolph Ave. Elkins, WV 26241	80	
District 9 Greenbrier Co. Equipment Shop	704 N. Jefferson St. Lewisburg, WV 24901	80	
District 10 Mercer Co. HQ	270 Hardwood Lane Princeton, WV 24740	80	

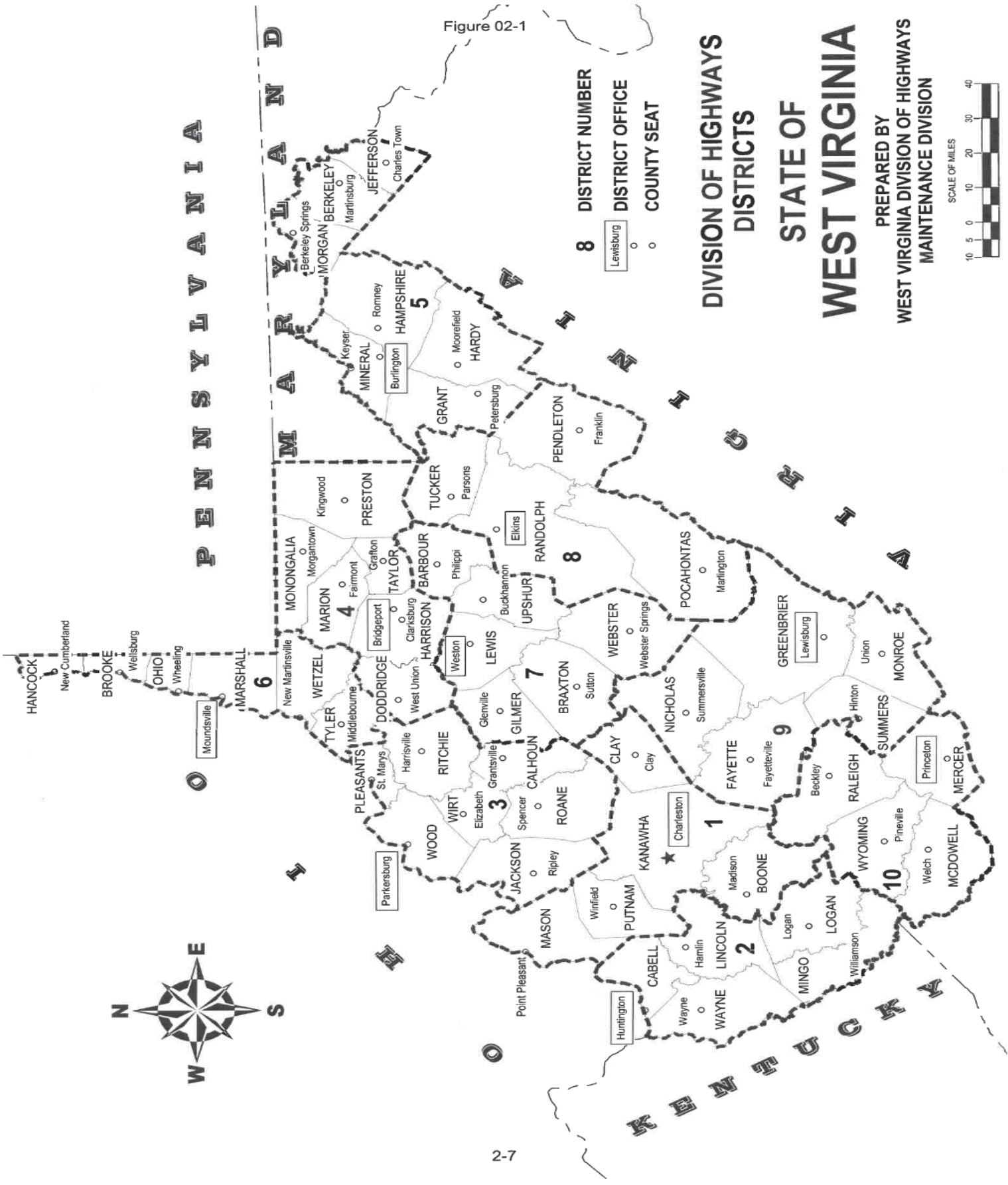


Figure 02-1



**State of West Virginia
Agency Request for Quote
Highways**

Proc Folder: 1621221		Reason for Modification:	
Doc Description: Waste Tire Disposal Services - Statewide 6625C015		Addendum 1	
Proc Type: Agency Master Agreement		To attach responses to questions from vendors.	
Date Issued	Solicitation Closes	Solicitation No	Version
2025-02-19	2025-02-27 10:30	ARFQ 0803 DOT2500000038	2

BID RECEIVING LOCATION

PROCUREMENT DIVISION
 DIVISION OF HIGHWAYS
 BLDG 6 RM 340A
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:
Vendor Name :
Address :
Street :
City :
State : **Country :** **Zip :**
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Jeromie F Lanham
 304-720-7383
 jeromie.f.lanham@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

ADDENDUM

ADDENDUM 1 IS ISSUED FOR THE FOLLOWING REASONS:

- 1. TO ATTACH RESPONSES TO QUESTIONS FROM VENDORS

NO OTHER CHANGES

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Waste Tire Disposal Services	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
76121504			

Extended Description:
Waste Tire Disposal Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTION DUE BY 10:00AM EST	2025-02-19

SOLICITATION NUMBER: ARFQ DOT2500000038

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

ADDENDUM 1 IS ISSUED FOR THE FOLLOWING REASONS:

1. TO ATTACH RESPONSES TO QUESTIONS FROM VENDORS

NO OTHER CHANGES

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ARFQ DOT2500000038 Waste Tire Disposal Services - Statewide

Responses to Questions from Vendors

Question 1

We need to know how many trailer pulls per year and the average weight of those. (we are interested in all locations)

Response 1

Estimates for usage are based on the volume of material a trailer will hold. Trailers must minimally measure 40'x8'x8 with no estimations or guarantees regarding trailer weight. Please reference section 3.2 of the contract specifications.

Question 2

We need to know the tire disposal location? (are we responsible for the disposal as well as hauling or is that a separate transaction the state handles?)

Response 2

Please review the contract specifications. Vendors providing services under this contract are required to comply with WV Code §22-15A and Title 33, Legislative Rule, Department of Environmental Protection, Division of Waste Management, Series 5, Waste Tire Management Rule.

Question 3

What other items other than tires would possibly slip into these trailers? Or is it strictly tire only?

Response 3

Please reference Section 1 of the contract specifications.

Question 4

Has there been issues with damaged or water logged trailer in the past?

Response 4

Instances of damage to vendor owned trailers have been very low throughout the duration of this contract's history.

Question 5

Normal 53' trailers carry approximately 176+ CY of tires the quotes mention 80 is this just a basis or are the trailers expected to be pulled prior to being full?

Response 5

Please reference Section 3.2.3 of the contract specifications.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT2500000038

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Tire and Rubber Inc (TRI)

Company



Rodolfo Gonzalez, Jr | CEO

Authorized Signature

26 February 2025

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

WASTE TIRE DISPOSAL SERVICES 6625C015
Attachment A - Pricing Pages

Vendor Name: Tire & Rubber Inc. (TRI)

INSTRUCTIONS: Vendor shall complete ATT A by providing a price per cubic yard for each Trailer placed at the WVDOH sites listed below. Vendor may bid any or all sites and shall factor in any equipment, materials, delivery, and labor required to provide and replace Trailers. Estimated quantities represent an approximate volume for storage only. No future use of the Contract or any individual site is guaranteed or implied.

In the box below, please enter the service description as it will appear on invoices submitted by your company for payment under this Contract, per Section 4.2.4 of the Contract Specifications.

Pickup Date; ADO Number; Hauler Name; Driver Name; and Trailer size

District Site	Address	Estimated CY of Tire Disposal Material (per Quarter)	Vendor Bid Price (per CY)
District 1 Boone Co. HQ	203 DOH Garage Road Danville, WV 25053	80	12
District 1 Clay Co. HQ	4476 Triplett Ridge Road Clay, WV 25043	80	11.5
District 1 Kanawha Co. HQ	1311 Smith Street Charleston ,WV 25301	80	11.8
District 1 Mason Co. HQ	225 Fairground Road Point Pleasant, WV 25550	80	12.25
District 2 Cabell Co. HQ	801 Madison Avenue Huntington, WV 25712	80	12.75
District 2 Mingo Co. HQ	#1 Highway Garage Road Williamson, WV 25661	80	13
District 3 Wood Co. Equipment	626 Depot Street Parkersburg, WV 26101	80	11.5
District 4 Harrison Co. HQ	2460 Murphy's Run Road Bridgeport, WV 26330	80	10.15
District 5 Mineral Co. HQ	2120 Northwest Turnpike Burlington, WV 26710	80	11.75
District 5 Berkeley Co. HQ	1867 Rock Cliff Drive Martinsburg, WV 25401	80	15
District 6 Marshall Co. Equipment Shop	1 DOT Drive Moundsville, WV 26041	80	12
District 6 Brooke Co. HQ	WV2, Box 615 Wellsburg, WV 26070	80	11.9
District 7 Lewis Co. HQ	937 US Highway 19 Weston, WV 26452	80	10.15
District 8 Randolph Co. HQ	1101 North Randolph Ave. Elkins, WV 26241	80	10.25
District 9 Greenbrier Co. Equipment Shop	704 N. Jefferson St. Lewisburg, WV 24901	80	12
District 10 Mercer Co. HQ	270 Hardwood Lane Princeton, WV 24740	80	12.25

POLICY NUMBER: 02APM038477-02

Basic Policy Information

Named Insured

Firm Name:	Tire & Rubber Inc	Term:	8/28/2024 - 8/28/2025
Address:	710 Grass Run Rd. Weston, WV 26452	Last Update*:	8/28/2024
Business:	(847) 894-3646	Carrier:	Berkshire Hathaway Homestate Insurance Com pany
Cell:			
Fax:			
Email:	j.miller@tyrexresources.com		

Transaction Information

Additional Interests

Name	Contact	Type	Interest In
Penske Truck Leasing Co PO Box 563 Reading, PA 19603		Addl Insd Lessor & LP	Veh #00084

Commercial Auto

Coverages

Coverage	Limit 1	Limit 2	Deductible/Type
Medical payments	\$5,000		
Underinsured motorist combined single limit	\$100,000		
Uninsured motorist combined single limit	\$100,000		
Combined single limit	\$1,000,000		

Vehicles

Veh #	Cust Veh #	Year	Make	Model	VIN:	Liab	PIP	Med Pay	UM/ UIM	Comp	Coll	Spec Peril
00001	T01	2006	FREIGHT LINER	SEMI	1FUJCRCK56PW53753	X		X	X			
00002		1993	FRUEHAUF	BOX TRAILER	1H2V04520PB009813	X		X	X			
00003		1992	FRUEHAUF	BOX TRAILER	1H2V04522NB032524	X		X	X			
00004		1991	LUFKIN	BOX TRAILER	1L01A4821M1093126	X		X	X			
00005		1993	FRUEHAUF	BOX TRAILER	1H2V04521PB026006	X		X	X			
00007		2001	GREAT DANE	BOX TRAILER	1GRAA96241B013523	X		X	X			
00008		1989	FRUEHAUF	BOX TRAILER	1H2V04827KH030420	X		X	X			
00009		1991	GREAT DANE	BOX TRAILER	1GRAA9320NS070102	X		X	X			

Veh #	Cust Veh #	Year	Make	Model	VIN:	Liab	PIP	Med Pay	UM/ UIM	Comp	Coll	Spec Peril
00010		1993	WABASH	BOX TRAILER	1JJV482Y9PL211158	X		X	X			
00011		1985	GREAT DANE	BOX TRAILER	1GRAA9624FS100314	X		X	X			
00012		1995	MONAN	BOX TRAILER	1NNVA53205M231507	X		X	X			
00013		1998	TRAILMOBILE	BOX TRAILER	1PT01JAH5W9006999	X		X	X			
00014		2002	WABASH	BOX TRAILER	1JJV532W53L814812	X		X	X			
00015		1995	STRICK	BOX TRAILER	1S12E953XSD392217	X		X	X			
00016		1995	STRICK	BOX TRAILER	1S12E9531SD392221	X		X	X			
00017		1990	FRUEHAUF	BOX TRAILER	1H2V04825LE018401	X		X	X			
00019		1995	FRUEHAUF	BOX TRAILER	1H2V04825SE006001	X		X	X			
00020		2003	WABASH		1JJV532W03L858332	X		X	X			
00021		2003	WABASH		1JJV532W43L858334	X			X			
00022		2003	WABASH		1JJV532W23L858347	X			X			
00023		2003	WABASH		1JJV532W63L858352	X			X			
00024		2003	WABASH		1JJV532WX3L858371	X			X			
00025		2003	WABASH		1JJV532W93L858376	X			X			
00026		2003	WABASH		1JJV532W03L858394	X			X			
00027		2003	WABASH		1JJV532W43L858396	X			X			
00028		2003	WABASH		1JJV532W73L858408	X			X			
00029		2003	WABASH		1JJV532W93L858412	X			X			
00031		2003	WABASH		1JJV532W63L858416	X			X			
00032		2003	WABASH		1JJV532WX3L858418	X			X			
00033		2003	WABASH		1JJV532WX3L858421	X			X			
00034	S03	2000	GMC	Red Flat bed	1GBJK34J0YF445774	X		X	X			

Veh #	Cust Veh #	Year	Make	Model	VIN:	Liab	PIP	Med Pay	UM/ UIM	Comp	Coll	Spec Peril
00035		1998	DORSEY		1DTV11524WA267624	X		X	X			
00036		1995	TRAIL MOBILE		1PTG1JAHXS6005938	X			X			
00037		2000	WABASH	BOX TRAILER	1JJV532W1Y1L723805	X		X	X			
00038		2001	WABASH	BOX TRAILER	1JJV532WX1L724392	X		X	X			
00039		2001	WABASH	BOX TRAILER	1JJV532W91L772675	X		X	X			
00040		2001	WABASH	BOX TRAILER	1JJV532W41L724355	X		X	X			
00041		2001	WABASH	BOX TRAILER	1JJV532W31L759176	X		X	X			
00042		2003	WABASH	BOX TRAILER	1JJV532W43L822532	X		X	X			
00043		2004	WABASH	BOX TRAILER	1JJV532W94L864311	X		X	X			
00045		2003	WABASH	BOX TRAILER	1JJV532WX3L828867	X		X	X			
00046		2004	WABASH	BOX TRAILER	1JJV532W34L884764	X		X	X			
00047		2006	WABASH	BOX TRAILER	1JJV532W36L949227	X		X	X			
00048		2007	WABASH	BOX TRAILER	1JJV532W47L026742	X		X	X			
00049		2003	WABASH	BOX TRAILER	1JJV532W23L845730	X		X	X			
00050		2004	WABASH	BOX TRAILER	1JJV532WX4L877181	X		X	X			
00051		2003	WABASH	BOX TRAILER	1JJV532W73L858120	X		X	X			
00052		2004	WABASH	BOX TRAILER	1JJV532W34L894999	X		X	X			
00053		2004	WABASH	BOX TRAILER	1JJV532W44L864331	X		X	X			
00054		1996	STRICT	BOX TRAILER	1S12E8533TD411198	X		X	X			
00055		2000	TRIM	BOX TRAILER	1PT01JAH1Y9012897	X		X	X			
00056		1999	STRICT	BOX TRAILER	1S12E853XXD437206	X		X	X			
00057		2022	Freightliner	M2 106 Unit # 457685	3ALACWFC7NDNU1579	X		X	X	\$5,000	\$5,000	

Veh #	Cust Veh #	Year	Make	Model	VIN:	Liab	PIP	Med Pay	UM/ UIM	Comp	Coll	Spec Peril
00058		2022	Freightliner	M2 106 Unit # 45 7686	3ALACWFC3NDNU1580	X		X	X	\$5,000	\$5,000	
00059		2022	Freightliner	M2 106 Unit # 45 7687	3ALACWFC5NDNU1581	X		X	X	\$5,000	\$5,000	
00060		2022	Freightliner	M2 106 Unit # 45 7688	3ALACWFC7NDNU1582	X		X	X	\$5,000	\$5,000	
00061		2022	Freightliner	M2 106 Unit # 45 7689	3ALACWFC9NDNU1583	X		X	X	\$5,000	\$5,000	
00062		1995	WABASH		1JHV532Y7SL318945	X		X	X			
00063		1997	FRUEHAUF		1H270482XVE016601	X			X			
00064		2001	WABASH		1JJV532W51L759115	X			X			
00065		2003	WABASH		1JJV532WX3L828867	X			X			
00066		1994	WAS	Trailer	1JJV532Y8RL223773	X		X	X			
00067		1995	WAS	Trailer	1JJV532Y8PL197086	X		X	X			
00068		2022	FTL	Unit # 38 9981	3AKJHLDV2NSMS8823	X	X	X	X	\$5,000	\$5,000	
00070		2008	Wabash		1JJV532W18L026781	X			X			
00071		2003	Wabash		1jjv532wx3l845748	X			X			
00072		1999	Wabash		1jjv532w5xl583773	X			X			
00073		1996	Great Dane		1graa0622tb115241	X			X			
00074		2002	Trail		1PT01WAH226003246	X			X			
00075		2000	Trailer		1PT01JAH1Y9012897	X			X			
00076		1995	Trail		1ptg1jahxs6005938	X			X			
00077		1998	Monan		1NNVA5329WM307487	X			X			
00078		1998	Monan		1nnva532xwm307496	X			X			
00079		2000	Utility		1uyv52536yp169118	X			X			
00080		2009	MAC		5mads35349c017906	X			X			
00081		2002	Hyun		3h3vh52cx2t015001	X			X			

Veh #	Cust Veh #	Year	Make	Model	VIN:	Liab	PIP	Med Pay	UM/UIM	Comp	Coll	Spec Peril
00082		1996	International		1HTSCAAR7TH263999	X		X	X			
00084	00002	2024	Freightliner	Cascadia	3AKJHTDV1RDVF5990	X	X	X	X	\$5,000	\$5,000	
00085	00003	1994	Summit	48' Trailer	1S8AL4822R0008361	X			X			
00086	00004	1999	Wanc	Trailer	CTJ532W3XL428221	X			X			
00087	00005	2000	Trim	Trailer	1PT01JAH5Y6012872	X			X			
00088	00006	1991	Pine	Trailer	PNV48251MKB36617	X			X			

** Not all information contained in the document may be the latest representation of your information. If you request new coverage or a change in coverage, please be advised that coverage cannot be bound without speaking to a licensed agent. If you have additional questions or concerns, please contact your Agency directly.*

POLICY NUMBER: ENX0011838-02

Basic Policy Information

Named Insured

Firm Name:	Tire & Rubber Inc	Term:	12/6/2024 - 12/6/2025
Address:	710 Grass Run Rd. Weston, WV 26452	Last Update*:	12/6/2024
Business:	(847) 894-3646	Carrier:	Certain Underwriters at Lloyd's London
Cell:			
Fax:			
Email:	j.miller@tyrexresources.com		

Transaction Information

Location Information

Location #	Building#	Address
00001		710 Grass Run Rd., Weston, WV 26452

Commercial Umbrella

Coverages

Coverage	Limit 1	Limit 2	Retention Amt /Type	Basis
Umbrella(C)	\$1,000,000	\$1,000,000		

Underlying Liability Policies

Type of Policy	Policy #	Company	Eff Date	Exp Date	Limit 1	Limit 2
Employer's Liability	WCB1026297	PinnaclePoint Insurance Company	03/15/2024	03/15/2025	\$1,000,000	\$1,000,000
General Liability Occurrence	ENP0005337-04	Ryan Specialty Group LLC (RT S	12/06/2023	12/06/2024	\$1,000,000	\$2,000,000
Auto Liability	02APM038477-01	Berkshire Hathaway Inc	08/28/2023	08/28/2024	\$1,000,000	

* Not all information contained in the document may be the latest representation of your information. If you request new coverage or a change in coverage, please be advised that coverage cannot be bound without speaking to a licensed agent. If you have additional questions or concerns, please contact your Agency directly.

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - OPEN-END CONTRACT FOR WASTE TIRE DISPOSAL SERVICES PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE REGISTERED WITH WV STATE PURCHASING DIVISION, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Waste Tire Disposal Services	0.00000	CY	\$10.15-\$15.00	

Comm Code	Manufacturer	Specification	Model #
76121504			

Extended Description:
Waste Tire Disposal Services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTION DUE BY 10:00AM EST	2025-02-19

	Document Phase	Document Description	Page
DOT2500000038	Final	Waste Tire Disposal Services - Statewide 6625C015	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

POLICY NUMBER: ENP0005337-05

Basic Policy Information

Named Insured

Firm Name:	Tire & Rubber Inc	Term:	12/6/2024 - 12/6/2025
Address:	710 Grass Run Rd. Weston, WV 26452	Last Update*:	12/6/2024
Business:	(847) 894-3646	Carrier:	Beazley Insurance Co, Inc.
Cell:			
Fax:			
Email:	j.miller@tyrexresources.com		

Transaction Information

Additional Interests

Name	Contact	Type	Interest In
Caterpillar Financial Services Corporation 2120 West End Avenue Nashville, TN 37203		Additional insured	

Location Information

Location #	Building#	Address
00001	00001	710 Grass Run Rd., Weston, WV 26452

General Liability

Liability Coverage Type: Commercial General Liability

Coverage Basis: Occurrence

Coverages

Coverage:	Limit	Deductible/Type	Ded Basis	Ded Applies To	Misc Information
General Aggregate	\$2,000,000				
Products/Completed Ops Aggregate	\$2,000,000				
Personal & Advertising Injury	\$1,000,000				
Each Occurrence	\$1,000,000	\$5,000	Per Occurrence	Both BI & PD	
Fire Damage	\$50,000				
Medical Expense	\$5,000				
Pollution Liability	\$1,000,000	\$10,000	Per Claim		Transportation Pollution Liability Retro date 12/6/2005
Employee Benefits	\$1,000,000	\$5,000			

* Not all information contained in the document may be the latest representation of your information. If you request new coverage or a change in coverage, please be advised that coverage cannot be bound without speaking to a licensed agent. If you have additional questions or concerns, please contact your Agency directly.

POLICY NUMBER: BMO62538511

Basic Policy Information

Named Insured

Firm Name:	Tire & Rubber Inc	Term:	12/6/2024 - 12/6/2025
Address:	710 Grass Run Rd. Weston, WV 26452	Last Update*:	12/6/2024
Business:	(847) 894-3646	Carrier:	Ohio Casualty Insurance Co
Cell:			
Fax:			
Email:	j.miller@tyrexresources.com		

Transaction Information

Location Information

Location #	Building#	Address
00001	00001	710 Grass Run Rd, Weston, WV 26452-7562

Inland Marine (C)

Equipment Floater

Equipment Summary

Loc #00001	Category: HMEQP	Sub-Category:	
Coverage	Amount of Insurance	Deductible/Type	Total Items
Heavy Mobile Equipment	\$2,405,351	\$2,500	12

Scheduled Equipment

Equipment#	Customers Equipment#	Year	Manufacturer	Model	Description	Serial#	Amount of Insurance
0001		1111			Volvo Articulated Truck	A35CV4086	\$60,000
0002		1111			Caterpillar Articulated Truck 730	3T301014	\$407,879
0003		2016			Case Mdl 850 Dozer	NEDC80001	\$108,000
0004		2019			VOLVO A25G ARTICULATING TRUCK	742390	\$318,122
0005		2017			Caterpillar 336FL,Hydraulic Excavator	RKB10585	\$222,600
0006		2015			Caterpillar MP324,Processor	MP300135	\$132,500
0007		2021			Sany SY135 Excavator	SY013FCB675 08	\$130,000
0008		2014			CAT MH3022 Material Handler	FM200296	\$140,000
0009		2022			CAT D4XL Dozer	J4A10861	\$241,000
0010		2022			CATERPILLAR D4-16VP TRACK TYPE TRACT OR	KWM00414	\$227,000
0011		2017			Volvo A30G Articulated Haul Truck,	VCE0A30GT0 0742005	\$348,250

Equipment#	Customers	Year	Manufacturer Model	Description	Serial#	Amount of
0020	Equipment#	2016		Skid Steer Loader	ODZTO2696	Insurance \$70,000

Loc #00001 Category: Miscellaneous			Sub-Category:			
Coverage	Amount of Insurance	Deductible/Type	Total Items			
Misc Exclusions	\$132,400	\$2,500	6			

Scheduled Equipment

Equipment#	Customers	Year	Manufacturer Model	Description	Serial#	Amount of
	Equipment#					Insurance
0012		1111		Modular Space Corp Office Trailer 106968	930371AMS	\$10,000
0013		1111		Office Equipment	TBD	\$20,000
0014		1111		Scales	TBD	\$35,000
0015		1111		John Deere Diesel Generator 766465	TBD	\$29,400
0016				OUTFEED CONVEYOR	TBD	\$30,000
0017		2015		Generator, Cummins	432RSL3012A F240W	\$8,000

Loc #00001 Category: DREDG			Sub-Category:			
Coverage	Amount of Insurance	Deductible/Type	Total Items			
Dredging Equip	\$465,000	\$2,500	2			

Scheduled Equipment

Equipment#	Customers	Year	Manufacturer Model	Description	Serial#	Amount of
	Equipment#					Insurance
0018		2013		Barclay Roto-Shred Tire Shredder 4.9 140	TBD	\$210,000
0019				Barclay Tire Shredder	188	\$255,000

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**STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER AND WASTE MANAGEMENT
601 57TH STREET, SE
CHARLESTON, WEST VIRGINIA 25304**

**SOLID WASTE FACILITY PERMIT
Chapter 22, Articles 11, 12 and 15**

APPLICATION NUMBER: SWF-4024

ISSUE DATE: October 28, 2022

PERMIT NUMBER: SWF-4024/WV0109533

EFFECTIVE DATE: December 1, 2022

EXPIRATION DATE: October 27, 2027

PERMITTEE:

CONTACT PERSON:

Name: Tire & Rubber, Inc.

Name: John Miller

Title: N / A

Title: Manager

Address: P.O. Box 29
Weston, WV 26452

Address: 710 Grass Run Road
Weston, WV 26452

Telephone No: (304) 269-0091

Telephone No: (304) 269-0091

FACILITY:

Name: Tire & Rubber, Inc.

Address: 710 Grass Run Road
Weston, WV 26452

Telephone No: (304) 269-0091

County: Lewis

Location: Approximately 0.7 miles north of the intersection of County Route 119/19
(Grass Run Road) and County Route 33/3

LATITUDE: 39° 01' 15" N

LONGITUDE: 80° 22' 37" W

FACILITY TYPE: Construction/Demolition Cell
Waste Tire Monofill

PERMITTED AREA: 285 Acres

DISPOSAL AREA:
122 Acres (C & D Cell and Waste Tire Monofill)

MAXIMUM ALLOWED TONNAGE: 9,999 tons/month

AMOUNT AND TYPE OF BOND:

\$70,000 Cash Management Bond
\$20,000 5 acre-C/D
\$24,000 4 acre-Monofill,
\$6,000 1 acre Tire Processing and,
\$20,000 Storage of 10,000 whole waste tires

OPERATING SCHEDULE:

Receipt of Waste:

Weekdays:	Monday through Friday	Hours:	8:00 a.m. - 4:30 p.m.
Weekends:	Saturday	Hours:	8:00 a.m. - 12:00 noon

Equipment maintenance and/or recycling may be conducted from 5:00 a.m. to 9:00 p.m. Monday through Saturday.

Type of Solid Waste Authorized:

Construction/demolition debris as defined in 33CSR1, and Waste Tires in accordance with W. Va. Code and 33CSR5 as amended.

Special Requirements:

If at any time it is not clear that a particular waste is within the authorized waste that can be accepted by this landfill facility, the permittee shall request in writing and must receive written approval from the Director prior to acceptance of such a waste.

Source of Solid Waste:

Continental United States.

THE SOLID WASTE FACILITY IS CONSTRUCTED IN ACCORDANCE WITH:

Plans, Specifications, and Reports::

Date Received: October 31, 1994

Prepared By: Walter Gilbertson (WV P.E. No. 5112)
Route 4, Box 6M
Weston, WV 26452

Title: PKC Landfill Application

Date Received: January 20, 1995

Prepared By: Walter Gilbertson (WV P.E. No. 5112)
Route 4, Box 6M
Weston, WV 26452

Title: PKC Landfill Application

Date Received: February 2, 2000

Prepared By: Walter Gilbertson (WV P.E. No. 5112)
Route 4, Box 6M
Weston, WV 26452

Title: PKC Landfill Permit Renewal Application

Date Received: February 21, 2005

Prepared By: Tire & Rubber, Inc.
4100 Greenbrier, Suite 180
Stafford, TX 77477

Title: Application for Major Modification to Transfer a Solid Waste Facility Permit

Date Received: March 15, 2006

Prepared By: MSES Consultants, Inc.
609 W. Main Street, Bldg.2
Clarksburg, WV 26302

Title: TRI Landfill Permit Renewal Application

Date Received: October 12, 2011

Prepared By: CENTEC Engineering, PLLC
3757 Robert C. Byrd Drive
Beckley, WV 25801

Title: Solid Waste Facility Permit Renewal Application
Tire and Rubber, Inc. Landfill
Permit No. SWF-4024/WV0109533

Date Received: April 10, 2017

Prepared By: CENTEC Engineering, PLLC
110 Sunset Drive, Suite 2
Beckley, WV 25801

Title: Solid Waste Facility Permit Renewal Application
Tire and Rubber, Inc.
Permit No. SWF-4024/WV0109533

Date Received: April 28, 2022

Prepared By: CENTEC Engineering, PLLC
3757 Robert C. Byrd Dr.
Beckley, WV 25801

Title: Solid Waste Facility Permit Renewal Application

TO WHOM IT MAY CONCERN:

This is to certify that:

**Tire & Rubber, Inc.
P.O. Box 29
Weston, WV 26452**

is hereby granted a solid waste facility permit to construct, operate, maintain, and close a commercial waste tire monofill and a commercial construction/demolition landfill, incorporating best management practices and the activities of disposal, compaction, grading, construction, covering, revegetation, vermin/pest control, drainage and sediment control, access control, leachate management, surface water control, gas management, groundwater monitoring, surface water monitoring, installation of a closure cap, and post-closure site monitoring as indicated in the attached permit documents.

This permit is subject to the following terms and conditions: The information submitted on and with the Solid Waste Facility Application SWF-4024 that was submitted October 31, 1994, and additional information submitted January 20, 1995; PKC Landfill Permit Renewal Application submitted February 2, 2000; Application for Major Modification to Transfer a Solid Waste Facility Permit submitted February 21, 2005; TRI Landfill Permit Renewal Application submitted March 15, 2006; Solid Waste Facility Permit Renewal Application submitted October 12, 2011; Solid Waste Facility Permit Renewal Application submitted April 10, 2017; and Solid Waste Facility Permit Renewal Application submitted April 28, 2022, and any other documents submitted which are not herein specifically mentioned, are all hereby made terms and conditions of this permit as all such permit application information was set forth herein, and with other conditions set forth in Sections I, II, III, IV, V, VI, VII, and VIII of this document. To the extent the permit application information conflicts with the provisions of this document, the provisions of this document shall control.

Failure to comply with the terms and conditions of this permit shall constitute grounds for the enforcement procedures set forth in W.Va. Code, Chapter 22, Articles 11, 12, and 15, and any rules promulgated thereunder.

I. PERMIT CONDITIONS

A. Responsibilities

1. Permit Renewal

Six (6) months prior to the expiration date of this permit, the permittee shall have requested, completed, and submitted an application to renew this permit for continued operation and maintenance of the activities and duties specified herein.

2. Requirement to Permanently Close

At least one hundred twenty (120) days prior to closing the facility the permittee shall have requested, completed, and submitted an application to close the facility.

3. Requirement to Comply

Construction, operations, maintenance, and other activities shall be performed in accordance with W.Va. Code, Chapter 22, Articles 11, 12, and 15 and any rules promulgated thereunder, the approved plans and specifications, this permit, and any attached instructions, changes, amendments, or modifications to this permit.

4. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance. Nothing in this permit shall be construed to relieve the permittee from compliance with any other applicable federal, state, county or local laws, rules, or ordinances.

5. Right of Inspection

The Director (Director) of the Department of Environmental Protection (Department) or his authorized representative(s) shall have the right to enter the site and inspect any conditions or operations occurring at the site at any time. The Director or his authorized representative(s) may enter onto the site to take and analyze samples of waste, soil, air, or water, and may, upon issuance of an order, require the permittee to take and analyze samples of such waste, soil, air, or water. Employees or agents of the Department shall be given access to all records relating to the generation, transportation, storage, treatment, or disposal of solid waste. The Director or his authorized representative(s) shall be furnished with copies of all such records or given the records for the purpose of making copies.

6. Permit Modification and Reopener Clause

- a. This permit may be modified, suspended, or revoked in whole or in part during its term in accordance with the provisions of W.Va. Code Chapter 22, Article 15, 12, and/or 11 and any rules promulgated thereunder. An application for any modification of this permit must be submitted at least ninety (90) days prior to the proposed modification.

- b. If federal and/or state laws or rules governing municipal solid waste landfills are amended during the life of this permit, the Secretary may modify the permit and require the permittee to submit an updated application to comply with the amended federal and/or state laws or rules. Only conditions subject to modification are reopened.

7. Availability of Reports

Except for data determined by the Department to be confidential in accordance with the provisions of W.Va. Code, Chapter 22, Article 11, 12, and 15, and Chapter 29B, Article 1, all reports prepared in accordance with the terms of the permit shall be available for public inspection at the Division of Water and Waste Management. Influent and effluent data shall not be considered confidential. Misrepresentation of any material fact in any such report may result in the imposition of penalties as provided by W.Va. Code, Chapter 22, Articles 11, 12, and 15.

8. Implementation

All construction, installation of appurtenances, site renovations or improvements, and closure related activities contained in this permit must be completed within the time frames specified in this permit unless approved in writing.

9. Inspection

Prior to any construction, installation of appurtenances, site renovation or improvement, or closure related activity, a written notification must be made to the Division of Water and Waste Management of initiation of such activities. Upon completion of any construction, installation of appurtenances, site renovation or improvement, or closure related activity, the permittee shall within ten (10) days make a written request to the Division of Water and Waste Management for inspection of all such activities. The permittee shall provide timetables for all construction, installation of appurtenances, site renovations or improvements, and closure related activities to the Division of Water and Waste Management in order to provide for adequate inspections of such activities.

10. Water Pollution

Any activities covered under this permit shall not lead to pollution of the surface waters or ground waters of the state. This facility shall not violate water quality standards with any discharge into a receiving stream in accordance with 47CSR2.

11. Transfer

This permit is non-transferable unless such transfer is approved according to 33CSR1 promulgated under W.Va. Code, Chapter 22, Article 15. The Director may require modification to this permit or an application for a new permit under the circumstances of the transfer.

12. Notification Procedures

- a. At least one hundred twenty (120) days prior to closing the facility, the permittee shall notify the Director in writing of the intent to close the facility and the expected date of closure. Prior to this date, the permittee shall notify the county or regional solid waste authority, the county commission, the West Virginia Solid Waste Management Board, and all users of the facility of the intent to close, so that alternative disposal options can be arranged.
- b. Signs shall be posted at all points of access to the facility at least thirty (30) days prior to closure indicating the date of closure and alternative disposal facilities.
- c. Notice of upcoming closure shall be advertised in accordance with 33CSR1 Paragraph 6.1.b.3..

B. Management Requirements

1. Facility Operation

- a. The permittee shall at all times maintain in good working order and efficiently operate all control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit, W.Va. Code, Chapter 22, Articles 15, 11, and 12, and all rules promulgated thereunder.
- b. Schedule and maximum hours of operation

(1) Receipt of waste: Monday through Friday: 8:00 a.m. to 4:30 p.m.;
Saturday: 8:00 a.m. to 12:00 noon

(2) Facility maintenance, construction, recycling, and remedial work:
Monday through Friday: 5:00 a.m. to 9:00 p.m.; Saturday: 5:00 a.m.
to 9:00 p.m.

Equipment maintenance and / or recycling processing may be conducted outside normal operational hours, contingent on the permittee preventing and eliminating conditions that are harmful to the environment or public health or that create safety hazards, odors, dust, noise, unsightliness, and other public nuisances.

Routine maintenance and / or recycling operations outside of the normal operations require the development and implementation of a Nuisance Control Plan. The plan must provide, at a minimum, for the routine assessment and mitigation of operational activities that create public health safety hazards, odors, dust, noise, unsightliness, and other public nuisances. The plan shall be available for review by agency personnel.

- (3) NOTE: Emergency maintenance and/or repairs are permissible beyond the scheduled hours of operation of the landfill. The permittee must notify the Division of Water and Waste Management and keep accurate records at the facility of the time, date, and nature of emergency maintenance and/or repairs for review by an authorized representative of the Director. Occasional extension of scheduled hours of operation or weekends to specifically accommodate special projects such as fall and/or spring clean-up activities will require prior written approval.
- c. The permittee shall keep a daily log on file, for inspection at the facility, of each load of waste being disposed of in the landfill. This information must be kept at the landfill facility for a period of not less than two (2) years. Within two (2) weeks after the end of each calendar month, a report shall be filed with the Director stating the type, amount, and source of all shipments of waste for that month. A copy must also be submitted to the Solid Waste Management Board, the Public Service Commission of West Virginia (PSC), and applicable county or regional solid waste authority.
- d. Unless otherwise approved by the Director in writing, the permittee shall place final cover in accordance with 33CSR1 Subparagraph 6.1.e.1.C. and 33CSR5 within six (6) months after disposal in the final lift ceases or as soon thereafter as weather permits.
- e. The permittee shall cease receiving solid waste in the areas designated for closure as provided by the W.Va. Code, Chapter 22, Article 15, Section 17, as amended, and initiate the closure plan in accordance with the permit, W.Va. Code, and 33CSR1.
- f. The permittee shall complete seeding, fertilizing, and mulching of the finished surface of the final cover within ninety (90) days after placement of the final cover system. Unless otherwise approved by the Director in writing, seed mixture and application rates must be in accordance with 33CSR1 Subdivision 4.5.f.
- g. Waste Tire Monofill / Tire Processing Requirements
- (1) Waste tires may be shredded, baled, compressed, or compacted to optimize available disposal airspace and to improve the efficiency of waste tire disposal operation.
- (2) Whole waste tires may be processed into various components and repurposed, including, but not limited to, crumb rubber, recovered black carbon, steel, mulch, sidewalls and other recycled rubber products. Such products and by-products of waste tire processing may be sold, donated, or otherwise extracted from the disposal stream. The tonnage of extracted waste tire products/by-products accepted into the facility as whole waste tires may be subtracted from the facility's tonnage limit, as well as the

disposal tonnage assessment fees. Pre-processed waste tires accepted into the facility may not be subtracted from the facility's tonnage limit or from the disposal tonnage fees.

(3) Emergency Response Plan

The permittee shall develop, implement, and maintain a notification procedure to summon emergency assistance from the local police departments, fire departments, the West Virginia Department of Environmental Protection's Homeland Security and Emergency Response group and state or local emergency response teams. This procedure must be posted at the facility's office in a conspicuous location and at the main entrance gate visible and legible to the public. The plan shall be updated at least annually or whenever a change to emergency contact information is necessary.

(4) Fire Plan

The permittee shall develop, implement, and maintain a written fire plan with a description of the procedures to be implemented, detailed map depicting location of existing and/or proposed fire hydrants, water supply lines, fire extinguishers or fire ponds if no fire hydrants are to be included in the facility operation or activity and any other proposed fire control equipment. The fire plan must be designed to effectively control a worst case scenario tire fire which could occur at the facility. The plan shall be updated at least annually. A copy of the plan shall be provided to West Virginia Department of Environmental Protection's Homeland Security and Emergency Response group.

(5) No person shall engage in the open burning of waste tires.

(6) Whole waste tires must be cut into at least four (4) near equal portions, or split into at least two (2) near equal portions, or shredded or chipped prior to placement in a monofill.

(7) All miscellaneous solid waste materials generated as a result of operations must be properly disposed at an approved solid waste facility within one week after being received and/or generated at the facility.

(8) A minimum 50 foot wide zone around each waste tire storage pile shall be maintained free of all debris and vegetation at all times. The facility shall not exceed a maximum of 18 piles of tires or tire derived material.

(9) Waste tire and tire derived material storage piles must have a minimum fire lane/fire break spacing of fifty (50) feet between piles at the base and fifty

(50) feet from buildings or other structures at the base. Fire lanes/fire breaks must be maintained free of any obstructions at all times so that emergency fire fighting equipment will always have access in the event of an incident.

- (10) A buffer zone of at least fifty (50) feet width shall be provided between the perimeter fence and any storage piles. The buffer zone must be kept clear of weeds, trees, vegetation, debris or other materials that may restrict access to all portions of the facility by emergency fire fighting equipment.
- (11) Waste Storage Piles shall be covered by plastic sheets or other impermeable barriers, other than soil, to prevent the accumulation of precipitation in whole tires.
- (12) Any chemical treatments to eliminate harborage or breeding must be approved by the West Virginia Department of Agriculture.
- (13) The permittee shall confine windblown material within the operational area and control dust and noise.
- (14) The permittee must install, operate and maintain surface water diversion ditches around the operational areas.

h. Construction and Demolition (C&D) Landfill Requirements

- (1) The permittee shall apply a minimum of six (6) inches of compacted soil cover over all construction/demolition waste a minimum of once per week, or the permittee shall apply a minimum of six (6) inches of compacted soil cover on top of each six (6) foot vertical height of waste material disposed, whichever comes first. Alternate cover material may be used consisting of tire derived aggregate (TDA), approximately 6" to 12" chips, produced by a primary shredder, or another alternative cover material that is requested by the permittee and approved by the Director in writing. An intermediate cover shall be placed over all areas that have not been in use or will not be used for more than thirty (30) days. Disturbed areas that may sit idle for more than sixty (60) days must be temporarily revegetated. Areas that will not or have not been used for one (1) year, in addition to final soil cover, shall be graded for erosion prevention and revegetated.
- (2) The following materials are prohibited in the landfill: putrescible wastes, household wastes, automobile shredder fluff, industrial wastes, sludge wastes, liquid paint, including lead-based paint or products coated with lead-based paint, lacquers, solvents, adhesives, cements, sealants, pesticides, aerosols, resin containers, brake fluid, lubricating oil and oil filters, any automotive fluids or fuels, railroad ties, pressure treated wood and engineered wood products, metal wastes (such as piping, wiring appliances,

and “white goods”), electrical wastes (such as batteries, mercury-containing switches, ballasts, transformers and capacitors, fluorescent tubes, and computer equipment) carpet and other synthetic flooring material.

i. Solid Waste Recycling Requirements

- (1) The permittee may only recycle solid waste to which land disposal and / or biological, chemical, or thermal transformation has not previously occurred.
- (2) The permittee shall provide rapidly growing trees, shrubbery, fencing, berms or other appropriate means at the facility to provide a wind break, screening all recycling operations from the surrounding area, and to function as a barrier to discourage unauthorized access.
- (3) The permittee shall provide and maintain adequate shelter and sanitary facilities for all personnel.
- (4) The permittee shall operate and maintain adequate drainage systems to prevent freestanding storm water.
- (5) All recycling operations shall be conducted within enclosed structure(s). Storage of recyclable materials outside of the enclosed structure(s) must only be materials in bundles, bins or containers, or materials prepared for transportation.
- (6) The permittee shall not receive or store hazardous waste material at a recycling facility.
- (8) No recyclable material may be stored for more than sixty (60) days without written approval by the Secretary.

2. Noncompliance Notification

If, for any reason, the permittee does not comply with or will be unable to comply with any terms and conditions of this permit or rules or regulations specified in this permit, the permittee shall provide the Director with the following information, in writing, within five (5) days of becoming aware of such conditions:

- a. A description of the noncompliance event and its cause
- b. The period of noncompliance, including exact dates and times, and the anticipated time period noncompliance is expected to continue or will occur in the future
- c. Steps being taken to reduce or eliminate noncompliance and to prevent recurrence of the non-complying event.

3. Solid Waste Limitations

Only solid waste types specifically designated in this permit shall be accepted for disposal at the facility.

4. Operator Certification

- a. Qualifications: Operation of every commercial solid waste disposal facility (landfill) must be conducted under the direction of an individual who has authority and knowledge to make and implement decisions regarding operating conditions at the facility (called in this subsection an "individual in responsible charge") and who has attended and successfully completed a course of instruction in solid waste management procedures and practices. Such courses of instruction must be approved in writing by the Director.
- b. Applicability: Individuals in responsible charge of existing or new landfills and new individuals in responsible charge of existing landfills must attend and successfully complete an approved course of instruction in accordance with 33CSR1 Subdivision 4.3.b..
- c. Instruction Course Criteria: An approved course of instruction must include, at a minimum, the role of sanitary landfills in integrated solid waste management, basics of site selection, complying with design requirements, waste acceptance and screening, leachate management, landfill gas management, landfill operational techniques, environmental/operational and permit compliance inspections, field exercise and homework assignment, landfill economics, closure and post-closure care, state/federal regulations, permitting requirements and a written examination sanctioned by an internationally recognized certification organization or an accredited college or university program.
- d. Certificate Requirement: Successful completion of an approved course of instruction by an individual in responsible charge must include passing the written examination and the award of a certificate as a certified manager.
- e. The individual must demonstrate that he or she has remained current in the field of solid waste management by attending at least thirty (30) contact hours of continuing education every three years and providing proof thereof upon request.

C. Monitoring and Reporting Requirements

The permittee shall submit all reports to Environmental Enforcement and to the Director of the Division of Water and Waste Management.

1. Groundwater, Leachate, and Surface Water Monitoring

The permittee shall monitor all groundwater, leachate influent, and surface water monitoring points per Part II of this permit for the duration of the permit, including the

closure and the post-closure periods.

Groundwater sampling frequencies shall be based on the calendar year and must be no less than one hundred twenty (120) days between sampling events unless specified more frequently in Part II. Surface Water and Groundwater Monitoring Reports shall be submitted within twenty-five (25) days of reporting period unless specified more frequently in Part II.

The permittee shall be responsible for any and all environmental degradation attributable to operation and maintenance of the solid waste facility.

2. Landfill Gas Monitoring

The permittee shall monitor the site for the presence of explosive landfill decomposition gasses in facility structures and at facility property boundaries. Methane gas must not exceed twenty-five (25) percent of the lower explosive limit (1.25% by volume) in on-site structures or the lower explosive limit (5% by volume subsurface) at the site boundary. If these levels are exceeded, the permittee shall follow the notification procedures specified in 33CSR1 Subdivision 4.10.c..

3. Post-Closure Monitoring

Monitoring of the site for vandalism, illegal dumping, settling, cracking or erosion of cover materials, leachate releases, and other deleterious conditions shall be performed monthly for the duration of the permit and the post-closure period. Significant deterioration shall be reported to the Division of Water and Waste Management in writing along with steps describing corrective action.

4. Quarterly Waste Tire Reports

Waste tire reports shall be submitted to the Secretary prior to the fifteenth day of the next quarterly reporting period. Waste tire reports may be incorporated in the monthly tonnage report as applicable. The report shall include:

- (1) Date, quantity and origin of waste tires and tire derived material received at the facility;
- (2) Quantity/tonnage of waste tires and tire derived material processed at the facility;
- (3) Quantity/tonnage of waste tires and tire derived material stored at the facility; and
- (4) Name, address, telephone number and certificated motor carrier identification numbers of the waste tire transporters who transport waste tires and tire derived material transported to and from the facility, including the quantity/tonnage of waste tires and tire derived material so transported.
- (5) A description of any fires, vector or environmental problems, other conditions, or changes in the facility's operational procedures. In regard to fire, vector or

environmental problems which have occurred, describe steps taken to prevent a recurrence.

6. Background Investigation Annual Updates

The permittee shall update the facility's background investigation disclosure statement annually on the anniversary of the permit issuance. It must contain all changes including, but not limited to, deletions in officers, directors, managers, owners, companies, etc. that have occurred since the submittal of the previous application. If there have been any additions to the officers, directors, managers, shareholders owning five percent (5%) or more of capital stock, beneficial or otherwise; general or limited partners; any person performing a function similar to the Secretary; United States parent corporation, including the ultimate parent corporation; agents; or associates of the permittee, a background investigation disclosure statement application must be filed with the Department including proper filing fees and fingerprint cards. Annual updates must be notarized. If there are no changes to facility personnel / corporate structure that would require a revision to the background investigation disclosure statement, the permittee shall certify as such.

D. Drainage and Sediment Control Plan

The permittee shall construct and maintain effective drainage and sediment control at the solid waste facility in accordance with 33CSR1 Subdivision 4.5.b. and as approved in the permit application documents.

E. Leachate Management

1. Leachate shall be collected and contained on the site property in a tank storage area with secondary containment or surface impoundment / pond which has been constructed in accordance with 33CSR1 Section 4 to prevent illicit discharges into Waters of the State (including groundwater).
2. Leachate shall be routed from the leachate storage facility to the leachate treatment and/or disposal system as specified in Part II of this permit. Leachate control and treatment must be maintained for the duration of the permit and the post-closure period.
3. Leachate shall be treated and/or disposed per Part II Section C of this permit.
4. Upon completion of construction or subsequent modifications of the leachate storage facility, and prior to the collection of leachate, the permittee shall provide the Division a certificate from a Professional Engineer (PE) licensed to practice in the State of West Virginia, under seal that the leachate tank was constructed as approved in the permit application. The list of certifications that are required are listed on the attached Certification of Construction Log.

F. Vector/Pest Control Plan

The facility shall be operated in a manner that minimizes disease vector harborage and prevents unsightliness and odors. Rodents and vectors shall be controlled by the application of suitable pesticide prior to placement of final cover materials. All pesticide use will be properly monitored and applied in conformance with Department of Agriculture guidelines.

G. Quality Assurance and Quality Control (Q.A./Q.C.) Plan

The permittee must implement the general quality assurance and quality control plan provided in the permit application to assure conformity of the solid waste facility design and construction specifications described in the permit application and in the Solid Waste Management Rule (33CSR1).

H. Certification

Upon completion of each phase of construction and prior to deposition of waste, the permittee shall provide the Division of Water and Waste Management a completed Certification of Construction form from a registered professional engineer (PE) licensed to practice in the State of West Virginia, under seal, that each element or stage was constructed as approved in the permit. The list of certifications that are required are listed on the attached Certification of Construction Log.

II. CLOSURE OF DISPOSAL AREAS

A. Deed Notation

Upon closure of the landfill the owner or operator must record a deed notation with the county clerk's office that shall be available with the deed of the property and will notify any potential purchaser that:

1. The land has been used as a landfill
2. Its use is restricted to ensure post-closure care including any use that would interfere with maintaining the integrity and effectiveness of the final cover and maintaining the system to control the formation and release of leachate and explosive gases into the environment.
3. The deed shall include at a minimum:
 - a. A survey plat indicating the location and dimension of the solid waste facility
 - b. A record of waste, including type, location, and quantity of waste disposed at the site

- c. The disposal location of asbestos and any other waste specified by the Director

B. Land Disturbance

No person may engage in excavating, building, drilling, mining, use of the facility for agricultural purposes, or conduct any activity which may adversely affect the final cover, leachate collection and treatment system, gas venting or recovery system, or any other structures required by this permit, on or in the premises, without prior written authorization of the Director.

C. Restricted Access

Within ten (10) days after ceasing to accept waste, the permittee shall restrict all access by use of gates, fencing, or other appropriate means to ensure against further use of the facility. If final use allows access, such access must be restricted until closure has been completed and approved by the Director.

D. Cover Material – Construction/Demolition Cell

All closure requirements described in Section II of this permit will be applicable to the disposal areas. The entire surface of the disposal areas must be covered in accordance with the approved application and in accordance with the following requirements unless otherwise approved by the Director.

1. A uniform layer of soil that is at least eighteen (18) inches thick {six (6) inches of daily cover and twelve (12) inches of intermediate cover} shall be placed on the refuse mass.
2. A one (1) foot layer of a material with a high hydraulic conductivity, or a eocom-posite drainage layer having a permeability of at least 1×10^{-3} centimeters per second (cm/sec), shall be placed directly on the intermediate cover to facilitate landfill gas control.
3. A cap consisting of a uniform and compacted one (1) foot layer of clay that is no more permeable than 1×10^{-6} centimeters per second (cm/sec) shall be placed and graded over the entire surface of each final lift in six (6) inch lifts. A synthetic liner, that is no more permeable than 1×10^{-7} centimeters per second (cm/sec), may be used in lieu of one (1) foot of clay.
4. A one (1) foot drainage layer or a geocomposite drainage layer that is more permeable than 1×10^{-3} centimeters per second (cm/sec), capable of transmitting flow and preventing erosion, shall be placed over the cap.
5. A uniform and machine dressed layer of soil that is at least two (2) feet thick and capable of supporting vegetation shall be placed over the drainage layer. The erosion layer portion must consist of a minimum six (6) inches of earthen material that is capable of sustaining native plant growth.

6. The permittee shall place final cover within six (6) months after disposal in the final lift ceases or as soon thereafter as weather permits.
7. Surface water must be diverted around all areas used for waste disposal to limit the potential for erosion of cover soils and increased infiltration.
8. The grade of the final surface of the disposal area may not be less than three (3) percent and not more than twenty-five (25) percent. Final grades of up to thirty-three (33) percent may be approved by the Director if terraces are incorporated every twenty (20) feet of the vertical distance with adequate runoff control.

Approved Alternative Cover Systems

N/A – No alternative liners have been approved

D. Cover Material – Waste Tire Monofill

All closure requirements described in Section II of this permit will be applicable to the disposal areas. The entire surface of the disposal areas must be covered in accordance with the approved application and in accordance with the following requirements unless otherwise approved by the Director.

1. The permittee shall install a minimum of six (6) inches of soil cover over the waste.
2. The permittee shall install a filter cloth over the soil cover.
3. The permittee shall install and compact an intermediate cover soil layer that is at least one (1) foot thick over the filter cloth.
4. The permittee shall install a cap-consisting of a uniform and compacted, minimum one (1) foot layer of soil over the intermediate cover. The cap shall be revegetated (amendments, mulch, seed) as applicable in accordance with 33CSR1 Subdivision 4.5.f..
5. The permittee shall place final cover within six (6) months after disposal in the final lift ceases or as soon thereafter as weather permits.
6. Surface water must be diverted around all areas used for waste disposal to limit the potential for erosion of cover soils and increased infiltration.
7. The grade of the final surface of the disposal area may not be less than three (3) percent and not more than twenty-five (25) percent. Final grades of up to thirty-three (33) percent may be approved by the Director if terraces are incorporated every twenty (20) feet of the vertical distance with adequate runoff control.

Approved Alternative Cover Systems

N/A – No alternative liners have been approved

E. Revegetation Plan

Within ninety (90) days after the final cover is placed, the permittee shall complete seeding, fertilizing, and mulching of the finished surface. The seeding mixture and application rates must be performed in compliance with the permit application and the Solid Waste Management Rule (33CSR1). Adequate revegetation shall be established on a temporary or permanent basis to minimize erosion.

F. Final Use at Landfills

The permittee shall prohibit the following activities at the closed landfill unless specifically approved by the Director in writing:

1. Use of the facility for agricultural purposes
2. Establishment or construction of any buildings
3. Excavation of the final cover or any waste materials

G. Post-Closure Care

The permittee shall continue post-closure care for up to thirty (30) years after final closure of areas, unless extended by the Director, and shall consist of the following:

1. **Repair of Settlement:** Any settling of solid waste which occurs up to thirty (30) years of the date of final closure that causes ponding of waters in areas of solid waste deposits shall be repaired promptly. Such repairs shall include any necessary regrading, additions of fill material, and revegetation of settled areas.
2. **Repair of Cover Material:** Any cracking or erosion of cover material which occurs and may cause water to enter solid waste deposits shall be repaired immediately. Such repairs shall include any necessary regrading, additions of cover material, and revegetation to eliminate such cracks or eroded areas.
3. **Site Monitoring:** Further disposal of solid waste at a closed solid waste facility is prohibited. The closed solid waste facility shall be monitored by the permittee at a minimum frequency of once each month during the post-closure period to assure that solid waste deposits and vandalism do not occur at the closed solid waste facility. Any solid waste deposited at the closed solid waste facility during the post-closure period shall be promptly removed and disposed at an approved solid waste facility. Evidence of disease vectors shall be treated promptly.

H. Termination of Permit

The approved final closure dates (i.e. for the purposes of post closure care) for the solid waste management areas covered by this permit are:

TRI Waste Tire Monofill – * N/A (facility is still active)

TRI Construction and Demolition Landfill - * N/A (facility is still active)

* Estimated end of post closure care.

The length of post-closure care may be decreased if the permittee demonstrates a reduced period is sufficient to protect human health and the environment or increased if the agency determines that a lengthened period is necessary to protect human health and the environment.

After post-closure requirements have been met, the permittee may submit a major permit modification application (or a formal request for termination / revocation of the permit, as applicable) for removal of a landfill from the permit that has completed post closure care. At a minimum, the request shall include:

1. A notification verifying that post-closure care has been completed in accordance with this permit and 33 CSR 1 signed by an independent registered professional engineer.
2. A post closure care inspection report from Environmental Enforcement that indicates that no further remedial action or other activity is necessary to continue compliance with the Solid Management Act and the facility is not causing any adverse effects on the environment, and/or causing a nuisance.
3. A groundwater evaluation report statistically comparing upgradient and downgradient concentrations, during post-closure care, of any Constituent of Concern (COC) developed by the agency or the permittee based on the materials managed in each respective solid waste management area(s) and all parameters listed in Section A of the permit.
4. A one time evaluation shall also be performed for all parameters listed in 33 CSR 1 Appendix I. For any parameter in downgradient monitoring wells detected statistically above the value in corresponding upgradient monitoring wells (or the previous established intrawell background, if available) that can be attributed to impacts from the management of solid waste, a plan of action shall be submitted to investigate and mitigate / remediate (as necessary) prior to the agency's decision on removal of the solid waste management unit from the permit. The plan of action shall also include evaluation of all parameters in 33 CSR 1 Appendix II that have a reasonable expectation of being present based on the COC list of materials managed.
5. A long-term stewardship plan to prevent unacceptable exposure to solid waste at the

post-closure care unit.

6. A copy of the deed notation required by 33 CSR 1 - 6.2.f.
7. A plan to abandon groundwater monitoring wells on site compliant with 47CSR60 Section 19.

III. DESIGN OF THE CONSTRUCTION/DEMOLITION CELL AREA

- A. The permittee shall construct and install a subbase portion of the liner consisting of a cleared and grubbed natural ground surface capable of supporting the entire liner system as required by 33CSR1 Paragraph 5.4.b.2.
- B. The permittee shall construct and install a two (2) foot thick compacted soil liner compacted in six (6) inch lifts and be no more permeable than 1×10^{-6} centimeter per second (cm/sec) based on laboratory and field testing. The clay liner shall be free of particles greater than two (2) inches in dimension and placed without damaging the subgrade. The liner must have a slope of at least two (2) percent to facilitate the drainage of leachate across the liner surface as required by 33CSR1 Paragraph 5.4.b.3..
- C. The permittee shall construct, monitor and operate a leachate collection and removal system above the compacted clay liner. The leachate collection zone and protective cover zone shall be at least eighteen (18) inches thick and no less permeable than 1×10^{-3} centimeter per second (cm/sec) based on laboratory and field testing. The minimum diameter of the perforated pipe shall be four (4) inches with a wall thickness of schedule 40 or greater, and must not exceed one hundred (100) feet on center between the pipes as required by 33CSR1 Paragraph 5.4.b.4..
- D. Upon completion of each phase of construction and prior to deposition of waste, the permittee shall provide the Division of Water and Waste Management a completed Certification of Construction form from a registered professional engineer (PE) licensed to practice in the State of West Virginia, under seal, that each element or stage was constructed as approved in the permit. The list of certifications that are required are listed on the attached Certification of Construction Log.

Approved Alternative Liner Systems

N/A – No alternative liners have been approved

IV. DESIGN OF THE WASTE TIRE MONOFILL

- A. The permittee shall construct and install a subbase portion of the liner consisting of a cleared and grubbed natural ground surface capable of supporting the entire liner system as required by 33CSR5 Paragraph 3.6.a.2..

- B. The permittee shall construct and install a one (1) foot thick compacted soil liner compacted in six (6) inch lifts and be no more permeable than 1×10^{-6} centimeter per second (cm/sec) based on laboratory and field testing. The clay liner shall be free of particles greater than two (2) inches in dimension and placed without damaging the subgrade. The liner must have a slope of at least two (2) percent to facilitate the drainage of leachate across the liner surface as required by 33CSR5 Paragraph 3.6.a.3..
- C. For the waste tire monofill cell, the permittee shall construct, monitor and operate a leachate collection and removal system above the compacted clay liner. The leachate collection zone and protective cover zone shall be at least nine (9) inches thick and no less permeable than 1×10^{-3} centimeter per second (cm/sec) based on laboratory and field testing. The minimum diameter of the perforated pipe shall be four (4) inches with a wall thickness of schedule 40 or greater and must not exceed one hundred (100) feet on center between the pipes as required by 33CSR5 Section 3.6.a.4..
- D. Upon completion of each phase of construction and prior to deposition of waste, the permittee shall provide the Division of Water and Waste Management a completed Certification of Construction form from a registered professional engineer (PE) licensed to practice in the State of West Virginia, under seal, that each element or stage was constructed as approved in the permit. The list of certifications that are required are listed on the attached Certification of Construction Log.

Approved Alternative Liner Systems

N/A – No alternative liners have been approved

V. BONDING

The permittee must meet the financial assurance and bonding requirements of 33CSR1 Subsection 3.13. through an escrow account established with the Public Service Commission of West Virginia (PSC). This escrow account will be a joint controlled account between Tire & Rubber, Inc. or its successors in interest, the PSC, the Department, and the escrow agent. In accordance with 33CSR1 Subdivisions 3.13.n., 3.13.o., and 3.13.p., this escrow account shall assure the Department that funds necessary to meet the cost of closure, post-closure care and corrective measures for known releases shall be available for such purposes and shall fulfill the statutory requirements for financial assurance and bonding.

Upon approval by the Department and PSC, and to the extent applicable, this account may be modified to reflect either a reduction or increase in contributions to reflect changes to the closure plan, or to reflect an increase should a solid waste landfill's conditions warrant an increase in the maximum cost of closure at any time during the active life.

The financial assurance/bond must provide for continuous liability for present operations of the facility for the full term of the permit and for at least thirty (30) years after final closure of the permitted site. Provided, That any further time period which is necessary to achieve compliance with the requirements in the closure plan of the permit shall be considered an additional liability period.

If, for any reason, a permittee fails to maintain proper financial assurance or bonding, the Secretary shall issue a cease and desist order and revoke the permit and the permittee shall become fully liable for the amount of the bond.

VI. BONDING (Current)

- A. The permittee has submitted a Cash Management Bond for the facility in accordance with 33CSR1 Subsection 3.13. in the amount of \$70,000.00. All financial assurance performed after June 2, 1996 must meet the requirements of 33CSR1 Paragraph 3.13.a.2..
- B. The bond was submitted under the requirements of the Solid Waste Management Rule on a form prepared and furnished by the Director, made payable to the State of West Virginia, and must provide for continuous liability from the present operations at the facility for the full term of the permit and for up to thirty (30) years after final closure of the permitted site. If any further time period is necessary to achieve compliance with the requirements in the closure plan of the permit, it shall be considered an additional liability period.
- C. Bond will be placed with the Treasurer of the State of West Virginia in the name of the State in trust for the purpose of which the deposit is made when the permit is issued.

VII. WASTE SCREENING REQUIREMENTS

At a minimum the following procedures shall be established at the solid waste facility to protect human health, safety, and the environment in the event that a potentially dangerous material is encountered or received. The hazardous waste exclusion plan submitted as part of the permit application may be included as part of this requirement. The permittee shall, within sixty (60) days after the effective date of this permit, submit to the Director for approval of a compliance schedule to implement the waste screening requirements.

A. Waste Screening Area Design and Location

The waste screening area shall be located i) in an area visible from the weigh scales, or ii) on the composite lined area adjacent to the working face, or iii) in an enclosed building equipped with proper ventilation and lighting. Prior to construction, the location chosen by the permittee for the waste screening area must be approved by the Director. The waste screening area (pad) must be large enough to accommodate rear and front load trucks and 25 cu. yd. roll-off containers as well as pick-ups and small dump trucks. The minimum

design criteria for the overall waste screening area shall include:

1. A six (6) inch reinforced impervious pad (waste screening area) shall be installed.
2. An eight (8) foot high chain link perimeter fence around the pad with a lockable gate at the entrance shall be installed.
3. A six (6) inch commercial grade drain pipe with a 24" x 24" drop inlet in the pad flowing to a five hundred (500) gallon minimum capacity holding tank shall be installed; artificial lighting and a water system with a high-pressure nozzle shall be provided for the cleaning pad.
4. All waste screened on the pad shall be protected from inclement weather (snow, rain, lightning, and wind).
5. Items "2" and "4" are unnecessary if the facility utilizes a waste screening area under roof in an enclosed building with proper ventilation and lighting.
6. Items "1", "2", and "3" are unnecessary if waste is screened on the composite lined area adjacent to the working face.
7. Disease vectors and windblown material shall be controlled at all times.
8. Signs shall be posted around the perimeter of the pad stating "WASTE SCREENING AREA: AUTHORIZED PERSONNEL ONLY" .
9. Detailed plans, specifications, and a location map must be submitted to the Director for approval.

B. Waste Screening Procedures

A sign will be posted at the entrance to the scale which reads in red letters, "WARNING: LOADS SUBJECT TO SCREENING". At a minimum frequency of once per week the scale attendant will randomly choose a waste load to be screened. Additionally, an authorized representative of the Secretary of the Department of Environmental Protection, at the facility, shall choose a waste load to be screened and oversee the waste screening activity.

The scale attendant will direct the driver to the screening area and will advise the site manager, usually by radio, which truck is to be screened. The site manager and two trained waste screeners dressed in personal protective clothing will meet the truck at the screening area. The load will be dumped on the screening area and the site manager will take two initial photographs, one of the trucks showing the hauling company name and one of the dumped loads. In most, but not all cases, a backhoe will be used to spread the load for inspection. The screeners will proceed to inspect the load. The driver will be held on site until the load is inspected and deemed acceptable. If the load is deemed acceptable, it will be pushed to the working face and compacted as usual. The inspection form will be filled out in accordance with the permit and kept with the photographs, on site, for five (5) years.

If prohibited waste is found in the load, it will be photographed in detail showing specific materials in question. The landfill engineer and the West Virginia Department of environmental Protection (Department) will be notified immediately of the findings. All or part of the load will be reloaded as determined by the permittee's landfill engineer and taken to an appropriate facility authorized to accept such waste. When the screening area is cleared of any prohibited waste, the remaining waste will be pushed to the working face and compacted as usual.

C. Inspection Reports

Inspection reports and photographs of all screening activities will be kept on site for five (5) years. Inspection reports shall include: date and time of inspection, hauling company name, driver's name, license number of vehicle, material(s) detected, material generator(s) if known, action taken to manage or return any prohibited waste detected, efforts under-taken if extreme toxicity or hazard is discovered, person(s) contacted from the posting (date and time) if a prohibited waste is detected, and the signature of the site manager or trained landfill employee in responsible charge of the waste screening inspection. Additional record keeping for all prohibited waste removed from the waste screening area shall include manifests, shipping documents, and receipts from the facility where the prohibited waste was properly disposed.

D. Employee Training

No less than two landfill employees (in addition to the landfill manager and site manager) shall be trained in waste screening procedures, which shall include the proper and safe procedures that must take place in the event that a prohibited waste is detected. This training shall also include identification of prohibited waste material and the proper use of personal protective clothing and safety equipment. **Only trained employees may conduct waste screening inspections.** The names of trained employees, including training certificates or certification, shall be submitted to the Solid Waste Management Unit and updated when necessary. A copy of those certifications shall be posted at the facility weigh station.

E. Posting, record keeping, and notification procedures shall include at a minimum:

1. Post the telephone numbers and contact persons (updating quarterly, if necessary) of the WVDEP Division of Water and Waste Management, Solid Waste Management Unit; WVDEP Environmental Enforcement Inspector; WVDEP Emergency Response Number (800-642-3074); State Health Department; and the Local Emergency Management Agency. These postings shall be placed in a conspicuous location at the waste screening area, weigh scale office, and landfill manager's office.
2. Waste screening inspections shall be conducted no less than one vehicle per week and records (inspection reports) shall be kept on file at the landfill office on each

screening inspection. Inspection records shall include: date and time of inspection, hauler's name (company, driver, and license number of vehicle), material(s) detected, material generator(s) if able to identify, action taken to manage or return any prohibited waste detected, efforts undertaken if extreme toxicity or hazard was discovered, person(s) contacted from the posting (date and time) if a prohibited waste was detected, and the signature of the trained landfill employee in responsible charge of the waste screening inspection.

The site manager and two trained waste screeners dressed in personal protective clothing will meet the truck at the screening area. The load will be dumped on the screening area and the site manager will take two initial photographs, one of the trucks showing the hauling company name and one of the dumped load. In most, but not all cases, a backhoe will be used to spread the load for inspection. The screeners will proceed to inspect the load. The driver will be held on site until the load is inspected and deemed acceptable. If the load is deemed acceptable, it will be pushed to the working face and compacted as usual. The inspection form will be filled out in accordance with the permit and kept with the photographs on site for five (5) years.

If prohibited waste is found in the load, it will be photographed in detail showing specific materials in question. The landfill engineer and the West Virginia Department of Environmental Protection (WVDEP) will be notified immediately of the findings. All or part of the load will be reloaded as determined by the permittee's landfill engineer and taken to an appropriate facility authorized to accept such waste. When the screening area is cleared of any prohibited waste, the remaining waste will be pushed to the working face and compacted as usual.

C. Inspection Reports

Inspection reports and photographs of all screening activities will be kept on site for five (5) years. Inspection reports shall include: date and time of inspection, hauling company name, driver name, license number of vehicle, material(s) detected, material generator(s) if known, action taken to manage or return any prohibited waste detected, efforts undertaken if extreme toxicity or hazard is discovered, person(s) contacted from the posting (date and time) if a prohibited waste is detected, and the signature of the site manager or trained landfill employee in responsible charge of the waste screening inspection. Additional record keeping for all prohibited waste removed from the waste screening area shall include manifests, shipping documents and receipts from the facility where the prohibited waste was properly disposed.

D. Employee Training

No less than two landfill employees (in addition to the landfill manager and site manager) shall be trained in waste screening procedures which shall include the proper and safe procedures that must take place in the event that a prohibited waste is detected. This training shall also include identification of prohibited waste material and the proper use of personal protective clothing and safety equipment. **Only trained employees may conduct waste screening inspections.** The names of trained employees, including training certificates or certification, shall be submitted to the Solid Waste Permitting Unit and updated when necessary. A copy of those certifications shall be posted at the facility weigh station.

- E. Posting, record keeping and notification procedures shall include at a minimum:
1. Posting the telephone numbers and contact persons (and updating quarterly, if necessary) of the DEP Division of Water and Waste Management, Solid Waste Permitting Unit and Hazardous Waste Management Section, DEP Environmental Enforcement Inspector, DEP Emergency Response Number (800-642-3074), State Health Department, and Local Emergency Management Agency. These postings shall be placed in a conspicuous location at the waste screening area, weight scale office, and landfill manager's office.
 2. Waste screening inspections shall be conducted no less than one vehicle per week and records (inspection reports) shall be kept on file at the landfill office on each screening inspection. Inspection records shall include: the date and time of inspection, hauler's name (company and driver, license number of vehicle), material(s) detected, material generator(s) if able to identify, action taken to manage or return any prohibited waste detected, efforts undertaken if extreme toxicity or hazard was discovered, person(s) contacted from the posting (date and time) if a prohibited waste was detected, and the signature of the trained landfill employee in responsible charge of the waste screening inspection is always required on the inspection report.

VIII. ADDITIONAL REQUIREMENTS

1. In accordance with W. Va. Code Chapter 22, Article 15, Section 10.(g), the Certificates of Need, issued on August 29, 1993 and Certificate of Need issued on July 13, 2005 by the WV Public Service Commission to this facility, shall become a part of this permit and all conditions contained in the Certificate of Need are hereby incorporated as conditions of this permit and may be enforced by the Department of Environmental Protection.
2. A construction schedule must be submitted to the Solid Waste Permitting Unit prior to the initiation of any construction at the site.
3. Any blasting shall be conducted in compliance with all applicable rules and regulations under the authority of the WVDEP Office of Explosives and Blasting. In addition to Office of Explosives and Blasting requirements, the permittee must at a minimum:
 - a. Perform the blasting during clear weather and during times when there is minimal traffic;
 - b. Notify adjacent residents and property owners of upcoming blasting operations;
 - c. Initiate or employ a smooth blasting technique by using explosives with low charge concentration. Drilling patterns must be closely spaced with an appropriate blast hole diameter in a square or staggered drilling pattern. Blast hole design must depend on current field conditions;
 - d. Must employ proper delay timing, and use appropriate decking of charges and explosive

powder factors applicable to the rock types being blasted;

- e. Must not blast below maximum approved elevations. The under-drilled few feet of the blast holes must not be loaded with explosives; and
- f. Blasting must not be conducted on Sunday.

PART II
Permit Number SWF-4024/WV0109533
Leachate and Storm Water Collection and
Treatment Requirements

After review and consideration of the information submitted on and with the permit renewal application, received April 28, 2022, the permittee **is hereby granted a Water Pollution Control Permit to:**

To operate, and maintain a leachate collection, storage system and treatment system to be consisting of a leachate collection system under the waste, and a 264,810-gallon composite lined pond (Sedimentation Basin No. 1). All units used for the storage and treatment of leachate must be constructed to meet the requirements set forth by the Solid Waste Management Rules and Part I of this permit. The leachate treatment system discharges treated leachate into Sediment Basin No. 2. Monitoring at this internal Outlet is designated as Outlet 101 with approximate Latitude 39°01'11" N and Longitude 80° 23' 19" W.

To operate, and maintain a stormwater management system to be composed of two sedimentation basins, Sedimentation Basin No.1 (0.6887 ac/ft), and Sedimentation Basin No. 2 (16.5 ac/ft) operated in series. Stormwater combines with leachate in Sedimentation Basin No. 2.

To operate and maintain a treatment and disposal system for the direct discharge of treated stormwater and other wastewater (leachate) directly into the Right Fork of Grass Run, approximately 5400 feet from its mouth. This discharge point will be designated Outlet 001 - Latitude 39° 01' 10" N and Longitude 80° 23' 13" W.

These facilities are to serve Tire & Rubber, Inc. (TRI). All leachate will be collected and treated in the leachate treatment system.

This permit is subject to the following terms and conditions:

The information submitted on and with the permit renewal application, received April 28, 2022, and the plans and specifications, are all hereby made terms and conditions of this Permit with like effect as if all such permit application information was set forth herein, and with other conditions set forth in Sections A, B, C, D and Appendix A.

The storm water collection, storage, and sedimentation control structures shall be constructed in accordance with the plans and specifications as submitted with approved revisions and further described as follows:

Plans and Specifications:

Date Received: April 28, 2022

Prepared By: CENTEC Engineering, PLLC
3757 Robert C. Byrd Drive
Beckley, WV 25801

Title: TRI Landfill Permit
Renewal Application

Date Received: March 30, 2017

Prepared By: CENTEC Engineering, PLLC
3757 Robert C. Byrd Drive
Beckley, WV 25801

Title: TRI Landfill Permit
Renewal Application

Date Received: October 4, 2011

Prepared By: CENTEC Engineering, PLLC
110 Sunset Drive, Suite 2
Beckley, WV 25801

Title: TRI Landfill Permit
Renewal Application

Date Received: March 14, 2006

Prepared By: MSES Consultants, Inc
609 West Main Street
Clarksburg, WV 26301

Title: TRI Landfill Permit
Renewal Application

Date Received: January 10, 2000

Prepared By: Walter G. Gilbertson
R.R. 4, Box 6M
Weston, WV 26452

Title: PKC Landfill Grass Run Site
Lewis County WV

All leachate containment structures must be constructed to meet the requirements set forth in Title 33, Series 1, Subsection 4.8. The Stormwater Sediment Control Structures shall be constructed and maintained in accordance with Title 33, Series 1, Subsection 4.5.

If the conditions contained in this section are different from any other conditions set forth in this permit, the permittee must comply with the more stringent condition.

A.001 Discharge Limitations and Monitoring Requirements

During the period beginning December 1, 2022 and lasting through midnight October 27, 2027 the permittee is authorized to discharge from Outlet Number(s) 001 - Discharge from Sediment Basin No. 2 (Stormwater, Other)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>					<u>Monitoring Requirements</u>	
	<u>(Quantity) lbs/day</u>		<u>Other Units (Specify)</u>			<u>Measurement Frequency</u>	<u>Sample Type</u>
	<u>Avg. Monthly</u>	<u>Max. Daily</u>	<u>Avg. Monthly</u>	<u>Max. Daily</u>			
Flow	N/A	N/A	Monitor Only	Monitor Only	MGD	1/Month	Estimated
Total Suspended Solids	N/A	N/A	49	61	mg/l	1/Month	8 hr. Composite
Chemical Oxygen Demand	N/A	N/A	Monitor Only	Monitor Only	mg/l	1/Quarter	8 hr. Composite
NH3-N	N/A	N/A	4.6	9.3	mg/l	1/Month	8 hr. Composite
Aluminum, Total Recoverable	N/A	N/A	268	750	ug/l	1/Month	8 hr. Composite
Arsenic, Total	N/A	N/A	10	16	ug/l	1/Month	8 hr. Composite
Endosulfan	N/A	N/A	Monitor Only	Monitor Only	ug/l	1/Quarter	8 hr. Composite
Chloride	N/A	N/A	162	424	mg/l	1/Month	8 hr. Composite
Copper, Total Recoverable	N/A	N/A	Monitor Only	Monitor Only	ug/l	1/Quarter	8 hr. Composite
Diethyl Phthalate	N/A	N/A	Monitor Only	Monitor Only	ug/l	1/Quarter	8 hr. Composite
Hexavalent Chromium	N/A	N/A	Monitor Only	Monitor Only	ug/l	1/Quarter	Grab
Iron, Total Recoverable	N/A	N/A	0.7	2.3	mg/l	1/Month	8 hr. Composite
Pentachlorophenol	N/A	N/A	Monitor Only	Monitor Only	ug/l	1/Quarter	8 hr. Composite
2,4,6-Trichlorophenol	N/A	N/A	Monitor Only	Monitor Only	ug/l	1/Quarter	8 hr. Composite
Mercury, Total	N/A	N/A	0.0078	0.022	ug/l	1/Month	Grab
Nickel, Total Recoverable	N/A	N/A	Monitor Only	Monitor Only	ug/l	1/Quarter	8 hr. Composite
Selenium, Total	N/A	N/A	4	8.5	ug/l	1/Month	8 hr. Composite
Dissolved Oxygen	N/A	N/A	N/A	6 (minimum)	mg/l	1/Month	Grab

The pH shall not be less than 6.0 standard units and not greater than 9.0 standard units.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): Outlet 001.
 All samples shall be taken at or as near as possible to the point of discharge.

This discharge shall comply with Appendix A - Management Conditions - 12.

A.001 Discharge Limitations and Monitoring Requirements

During the period beginning December 1, 2022 and lasting through midnight October 27, 2027 the permittee is authorized to discharge from Outlet Number(s) 001 - Discharge from Sediment Basin No. 2 (Stormwater, Other)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>		<u>Monitoring Requirements</u>				
	<u>(Quantity) lbs/day</u>		<u>Other Units (Specify)</u>			<u>Measurement Frequency</u>	<u>Sample Type</u>
	<u>Avg. Monthly</u>	<u>Max. Daily</u>	<u>Avg. Monthly</u>	<u>Max. Daily</u>			
Chronic Toxicity* (Pimephales Promelas)	N/A	N/A	Monitor Only	Monitor Only	TUc	1/Year	8 hr. Composite
Chronic Toxicity* (Ceriodaphnia Dubia)	N/A	N/A	Monitor Only	Monitor Only	TUc	1/Year	8 hr. Composite
Zinc, Total Recoverable <i>Interim: Up to 24 months</i>	N/A	N/A	Monitor Only	Monitor Only	ug/l	1/Month	8 hr. Composite
Zinc, Total Recoverable <i>Final: After 24 months</i>	N/A	N/A	40	120	ug/l	1/Month	8 hr. Composite

* See Section C.4.

The pH shall not be less than 6.0 standard units and not greater than 9.0 standard units.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): Outlet 001.
 All samples shall be taken at or as near as possible to the point of discharge.

This discharge shall comply with Appendix A - Management Conditions - 12.

A.101 Discharge Limitations and Monitoring Requirements

During the period beginning December 1, 2022 and lasting through midnight October 27, 2027 the permittee is authorized to discharge from Outlet Number(s) 101 - Discharge from leachate treatment facilities serving TRI (Leachate)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>		<u>Monitoring Requirements</u>				
	<u>(Quantity) lbs/day</u>		<u>Other Units (Specify)</u>			<u>Measurement Frequency</u>	<u>Sample Type</u>
	<u>Avg. Monthly</u>	<u>Max. Daily</u>	<u>Avg. Monthly</u>	<u>Max. Daily</u>			
Flow	N/A	N/A	0.008	Monitor Only	MGD	Continuous	Measured
Total Suspended Solids	Monitor Only	Monitor Only	Monitor Only	Monitor Only	mg/l	1/Month	8 hr. Composite
NH3-N	Monitor Only	Monitor Only	Monitor Only	Monitor Only	mg/l	1/Month	8 hr. Composite
Aluminum, Total Recoverable	Monitor Only	Monitor Only	N/A	Monitor Only	ug/l	1/Month	8 hr. Composite
Arsenic, Total	Monitor Only	Monitor Only	N/A	Monitor Only	ug/l	1/Month	8 hr. Composite
Chloride	Monitor Only	Monitor Only	N/A	Monitor Only	mg/l	1/Month	8 hr. Composite
Copper, Total Recoverable	Monitor Only	Monitor Only	N/A	Monitor Only	ug/l	1/Month	8 hr. Composite
Hexavalent Chromium	Monitor Only	Monitor Only	N/A	Monitor Only	ug/l	1/Month	Grab
Iron, Total Recoverable	Monitor Only	Monitor Only	N/A	Monitor Only	mg/l	1/Month	8 hr. Composite
Mercury, Total	Monitor Only	Monitor Only	N/A	Monitor Only	ug/l	1/Month	Grab
Nickel, Total Recoverable	Monitor Only	Monitor Only	N/A	Monitor Only	ug/l	1/Month	8 hr. Composite
Selenium, Total	Monitor Only	Monitor Only	N/A	Monitor Only	ug/l	1/Month	8 hr. Composite
Zinc, Total Recoverable	Monitor Only	Monitor Only	N/A	Monitor Only	ug/l	1/Month	8 hr. Composite

The pH shall be monitored only and the minimum and maximum values shall be recorded in standard units.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): Outlet 101. At the Outlet of leachate collection and treatment system.

A.099 Discharge Limitations and Monitoring Requirements

During the period beginning December 1, 2022 and lasting through midnight October 27, 2027 the permittee is authorized to discharge from Outlet Number(s) 099 - Influent Leachate Flow (Leachate)

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>				<u>Monitoring Requirements</u>		
	(Quantity) <u>Avg. Monthly</u>	lbs./day <u>Max. Daily</u>	Other Units (Specify) <u>Avg. Monthly</u>	<u>Max. Daily</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>	
Flow	N/A	N/A	Monitor Only	Monitor Only	MGD	Continuous	Measured

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
 099 Influent Leachate Flow.

A.MWDWN Discharge Limitations and Monitoring Requirements

During the period beginning December 1, 2022 and lasting through midnight October 27, 2027 the permittee will monitor Well Number(s): MW-1, MW-1A, MW-2, MW-4 (Downgradient Monitoring Wells)

Such groundwater shall be limited and monitored by the permittee as specified below:

<u>Monitoring Well Characteristic</u>	<u>Discharge Limitations</u>				<u>Monitoring Requirements</u>	
	(Quantity) <u>Avg. Monthly</u>	lbs./day <u>Max. Daily</u>	Other Units (Specify) <u>Avg. Monthly</u>	<u>Max. Daily</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>
33CSR1 Appendix I Parameters List	N/A	N/A	Monitor Only	Monitor Only	*	1/6 months Grab

* Units shall be as designated in 33CSR1 Appendix I. Where not designated, the permittee shall use the appropriate concentration-based units as provided by the approved method of analysis. Specific conductance shall be reported in umhos/cm.

The pH shall be monitored only and the minimum and maximum values shall be recorded in standard units.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
 Groundwater Monitoring Well MW-1, MW-1A, MW-2, MW-4. The permittee shall include the results of monitoring via the semi-annual groundwater monitoring report required by Section D.1.a. A Discharge Monitoring Report (DMR) is not required for these monitoring wells at this time.

B. SCHEDULE OF COMPLIANCE

1. The permittee shall achieve compliance with the provisions for waste treatment and the discharge limitations specified in this permit in accordance with the following schedule, if applicable:

On or before March 1, 2023

The permittee shall submit a plan of action that identifies the courses of action to be taken by the permittee that will result in compliance with the final effluent limitations for zinc at Outlet 001.

On or before June 1, 2023, September 1, 2023, June 1, 2024, and September 1, 2024.

The permittee shall submit a progress report that identifies the status of the actions taken, as well as actions to be taken, to come into compliance with the final effluent limitations for zinc at Outlet 001.

On or before December 1, 2023.

The permittee shall complete any studies, complete any designing or engineering, obtain any necessary funding, and commence implementation of any action specified in the latest revision of the plan of action for compliance in order to achieve compliance with the for zinc at Outlet 001. The permittee shall also submit a progress report which summarizes actions taken and additional actions to be taken in the future to achieve compliance with the final effluent limitations for zinc at Outlet 001.

On or before March 1, 2024.

The permittee shall begin the construction of any upgrades or system modifications necessary to comply with the final effluent limitations for zinc at Outlet 001.

On or before December 1, 2024.

The permittee shall complete the construction of any necessary upgrades or system modifications and shall comply with the final effluent limitations for zinc at Outlet 001.

On or before June 1, 2023.

The permittee shall develop, implement and maintain a stormwater pollution prevention plan (SWPPP) for the site. The SWPPP shall be prepared in accordance with good engineering practices. The SWPPP shall identify potential sources of pollution, which may reasonably be expected to affect the quality of storm water discharges associated with the industrial activity. In addition, the plan shall describe and ensure the implementation of practices which are to be used to reduce the pollutants in storm water discharges associated with the solid waste handling activities at the facility and to assure compliance with the terms and conditions of this permit. A copy of this document shall be retained at the site for review upon request.

On or before June 1, 2023

A Groundwater Protection Plan (GPP) shall be developed, implemented and maintained at the site and shall be available for inspection by the Division of Water and Waste Management personnel.

On or before June 1, 2023

The permittee shall provide documentation in the form of detailed calculations of the establishment of groundwater backgrounds per 33 CSR 1, Section 4.11.a.4 for all the parameters in Section A.MWDWN for each monitoring well MW-1, MW-1A, MW-2, and MW-4.

2. Reports of compliance or noncompliance with, and progress reports on the interim and final requirements contained in the above compliance schedule, shall be submitted no later than fourteen (14) days following each scheduled date.

C. OTHER REQUIREMENTS

1. The herein-described treatment works, structures, electrical and mechanical equipment shall be adequately protected from physical damage by the maximum expected one hundred (100) year flood level and operability be maintained during the twenty-five (25) year flood level.
2. The entire leachate treatment / storage facility shall be adequately protected by fencing.
3. Sediment Basin No. 1 and Sediment Basin No. 2 in series will serve a maximum disturbed area of twenty-eight (28) acres and a maximum drainage area of one hundred thirty (130) acres.
4. The permittee shall 1/year perform chronic toxicity tests as described below, on the effluent from Outlet(s) 001:
 - a. Such testing will determine if an appropriate dilute effluent sample affects the survival or reproduction of the test species. Flow weighted composite samples of the effluent, as prescribed in Section A, shall be collected for testing. An appropriate statistical test shall be used to determine whether differences in control and effluent data are significant.
 - 1) The permittee shall conduct a three brood (6-8 days) Ceriodaphnia Dubia survival and reproduction toxicity test on the final effluent diluted by appropriate control water. Toxicity will be demonstrated if there is a statistically significant difference at the 95 percent confidence level in survival or reproduction between Ceriodaphnia Dubia exposed to an appropriate control water and the final effluent. All test solutions shall be renewed using an approved renewal schedule. If, in any control, more than 20% of the test organisms die, or less than 60% of surviving females in controls produced their third brood, that test shall be repeated.
 - 2) The permittee shall conduct a 7-day Pimephales Promelas fathead minnow larval survival and growth toxicity test on the final effluent diluted by appropriate control water. Toxicity will be demonstrated if there is a statistically significant difference at the 95 percent confidence level in survival or growth between fathead minnows exposed to appropriate control water and the final effluent. All test solutions shall be renewed using an approved renewal schedule. If, in any control, more than 20% of the test organisms die, or average dry weight of surviving controls was less than 0.25 mg/l that test shall be repeated.
 - b. Results shall be reported in terms of chronic toxic units (TUC) and shall be submitted with the corresponding monthly Discharge Monitoring Report (DMR).
 - c. The monitoring required, herein, shall be conducted in accordance with the sample collection, preservation, and analytical procedures specified in 40 CFR 136.
 - d. In addition to the monitoring data reporting requirements of 40 CFR 136, the exact age of the test organisms at the initiation of the test shall be reported. Values of less than or equal to 24 hours are acceptable for Pimephales Promelas, fathead minnow. The range of the Ceriodaphnia Dubia used must be reported as a range in hours. All Ceriodaphnia Dubia used in the test must be less than 24 hours of age at test commencement. The age

difference between the youngest and oldest Ceriodaphnia Dubia used in the test must not exceed eight (8) hours.

$TU_c = 100/NOEC$ or NOEL

Where NOEC (or NOEL) is No Observed Effect Concentration (or Level), which is expressed as percent (volume) effluent in dilution water.

For Example, if NOEC is 10%, $TU_c = 100/10 = 10$

When the effluent demonstrates no toxicity at 100% effluent (no observed effect), the permittee may report zero TU_c .

- e. The chronic toxicity testing shall be performed on an annual (1/year) basis. The first chronic toxicity testing shall be carried out within 6 months from the effective date of the permit for Outlet(s) 001. There shall be a minimum of three (3) months between sampling events.
 - f. If chronic effluent toxicity testing shows noncompliance with the specified limitations prescribed in Section A, the permittee shall immediately resample and test the effluent. This shall be performed within 30 days of the initial demonstration of noncompliance with the whole effluent toxicity discharge limitations prescribed herein. Copies of the retesting results shall be provided to the Director immediately upon completion of the test.

If the second test shows compliance, chronic effluent toxicity testing shall continue in accordance with the requirements, as prescribed herein. However, if the second test shows noncompliance, the Director shall impose further requirements, as may be necessary, in order to obtain compliance with the chronic effluent toxicity discharge limitations.
 - g. The Director may impose further requirements should the chronic effluent toxicity testing results demonstrate noncompliance.
5. The analytical test procedures, set forth in 40 CFR Part 136, prescribes colorimetric methods for certain parameters. The digestion process for the performance of total recoverable is not sufficient for the utilization of a colorimetric procedure. Therefore, colorimetric procedures shall not be acceptable for the analysis of parameters prescribed as total recoverable.
 6. Leachate storage requirements:
 - a. Leachate storage facilities shall be capable of storing a volume equal to thirty (30) days of the average leachate flow.
 - b. The permittee shall evaluate the flow on all monthly leachate flow Discharge Monitoring Reports (DMRs). Should the average of four (4) consecutive DMRs indicate that there is an insufficient volume of leachate storage, the permittee shall submit plans to increase the volume of leachate storage within thirty (30) days of submission of the fourth consecutive DMR.
 7. A normal operational level within the leachate pond will be maintained so as to allow a freeboard storage capacity equal to ten (10) days of the average leachate flow; this level shall

be clearly marked in the tanks. If the level in the pond exceeds this normal operating level the operator shall notify the Director of the Division of Water and Waste Management within twenty-four (24) hours and inform him of the actions that will be taken to restore the tank to the operational level.

8. If there is evidence indicating potential or realized impacts on water quality due to any discharge associated with any activity covered by the permit, the permit may be promptly modified and/or reissued to include effluent limitations and/or other requirements to control such discharges.
9. The permittee shall submit each month according to the enclosed format, a Discharge Monitoring Report (DMR) indicating in terms of concentration and/or quantities the values of the constituents listed in Section A analytically determined to be in the effluent (s).
Additional information
pertaining to effluent monitoring and reporting can be found in Section III of Appendix A.
10. The required DMRs should be received no later than twenty (20) days following the end of the reporting period and be addressed to:
 - a. Director

West Virginia Department of Environmental Protection
Division of Water and Waste Management
attn: Solid Waste Management Unit
601 57th St. SE
Charleston, WV 25304
 - b. Environmental Enforcement

West Virginia Department of Environmental Protection
Division of Water and Waste Management
attn: Environmental Enforcement
2031 Pleasant Valley Rd.
Suite #1
Fairmont, WV 26554
11. The landfill shall have and implement a seep management plan. This seep management plan shall contain at a minimum the following:
 - a. The landfill operator shall place a stake at all seeps as soon as they are identified. The stake must be clearly labeled with an identification number. Once the seeps have been repaired the stakes may be removed.
 - b. Maintain a log book onsite that includes; at a minimum, the Date the seep was identified, a seep identification number, the location of the seep, and an estimated date to complete repair of the seep, completion date of the seep repair, how the seep was repaired.
 - c. All seeps shall be repaired as soon as possible.
12. This permit allows the direct discharge of leachate to the waters of the State. All leachate is to

be collected, treated, and discharged via Outlet 001. If for any reason the above referenced facilities can no longer adequately collect, treat, and discharge leachate, the permittee shall notify the Director of the Division of Water and Waste Management with the name and location of an alternative site of disposal within fifteen (15) calendar days. A plan for the permanent collection, disposal, and treatment of the leachate shall be submitted within thirty (30) days. If the permittee intends to cease discharging directly to Waters of the State, the permittee shall apply for a minor modification to this permit.

If the plan includes disposal at a Publicly Owned Treatment Works (POTW), the permittee shall provide documentation that an industrial user application has been submitted by the permittee to the new receiving facility's NPDES Permit. Upon regulatory approval of the acceptance, the permittee shall incorporate the change into this permit via a minor permit modification application within sixty (60) days of approval.

If the disposal will ultimately be performed at a facility of type not listed above (i.e., industrial NPDES facility, hazardous waste management facility, etc.) the permittee shall provide documentation of the approval of acceptance of the leachate by the receiving facility within the thirty (30) day notification.

13. Any "not detected (ND)" sampling result obtained by the permittee must be "ND" at the method detection limit (MDL) for the test method used for that parameter and shall be reported on the DMR as less than the MDL used (<MDL). The permittee shall not report a sampling result as Zero or "ND" or report the result as less than a minimum level (ML), reporting limit (RL), or practical quantitation limit (PQL).

When averaging values of analytical results for DMR reporting purposes for monthly averages, the permittee should use the actual analytical results when these results are greater than or equal to the MDL and should use zero (0) when these results are less than the MDL. If all analytical results are non-detect at the MDL (<MDL), then the permittee should use the actual MDL in the calculation for averaging and report the result as less than the average calculation.

14. Effluent monitoring for the following pollutants shall be conducted using the most sensitive methods and detection levels commercially available and economically feasible. The following methods are to be used unless the permittee desires to use a 40 CFR 136, EPA Approved Test Method with an equivalent or more sensitive method detection level. Regardless, it is recognized that detection levels can vary from analysis to analysis and that non-detect results at an equivalent MDL for the specified test method would not constitute a permit violation.

Parameter	EPA Method Number
Arsenic, Total Recoverable	200.9
Copper, Total Recoverable	200.8
Nickel, Total Recoverable	200.8
Selenium, Total Recoverable	200.9

Mercury, Total Recoverable	245.7 / 1631
Zinc, Total Recoverable	200.8
Pentachlorophenol	604
2,4,6-trichlorophenol	604
Diethyl Phthalate	525.2
Endosulfan	608.3

In incidences where a specific test method is not defined, the permittee shall utilize an EPA approved method with a method detection limit (MDL) sensitive enough to confirm compliance with the permit effluent limit for that parameter. If an MDL is not sensitive enough to confirm compliance, the most sensitive method must be used. If a more sensitive EPA approved method becomes available, that method shall be used.

D. GROUNDWATER MONITORING

1. Monitoring Well Reporting

- a. The permittee shall submit semi-annual Groundwater Monitoring Well Reports indicating in terms of concentration the values of the constituents monitored in Section A. One hundred twenty (120) days shall transpire between sampling events. If concentration levels are found to be below method detection limits, so note and report the specific method detection limit. Metals concentrations shall be reported as dissolved metals except Total Chromium.
- b. Water levels shall be obtained prior to pumping or sampling using the wetted tape method or an electronic detector.
- c. Stagnant water shall be removed from the well bore prior to sampling so that a representative sample may be obtained. Stagnant water shall be removed at a rate that is no greater than the recovery rate of the well. The water shall be removed from the well bore until a constant (10% over two consecutive measurements) water temperature, pH and Specific Conductance is achieved, unless the well evacuates to dryness. In such cases, the well should be evacuated to dryness once. Upon sufficient recovery, the first sample shall be collected and tested for Temperature, pH, and Specific Conductance. The well shall be re-tested for pH, Temperature, and Specific Conductance after sampling as a measure of purging efficiency and as a check on the stability of the water samples over time. Values for pH, Temperature, and Specific Conductance obtained during purging shall be retained as stated in Section III.6 of Appendix A.
- d. The permittee shall annually determine the groundwater flow rate and direction in the uppermost significant aquifer with the results of the determination being submitted with the annual report.
- e. The permittee shall establish background groundwater quality for each of the monitoring parameters indicated in Appendix I of 33CSR1. The minimum number of samples used to establish background groundwater quality must be consistent with appropriate statistical procedures described in this Section 4.11a.7.
- f. The permittee shall determine whether there is a statistically significant increase over background levels for each parameter in Section A of this permit less pH, Total Suspended Solids, Specific Conductance and Temperature. To determine such, the permittee shall compare groundwater quality in downgradient monitoring wells MW-1, MW-1A, MW-2, and MW-4 to the background established in D.1.e. Said statistical determinations shall be submitted concurrently with the semi-annual Monitoring Well Report. If the permittee determines that there is a statistically significant increase over background for any parameter less pH, Total Suspended Solids, Specific Conductance, and Temperature, the permittee shall indicate concurrent with the submission of the Monitoring Well Report which parameters have shown the statistically significant increase and comply with the requirements of Section 4.11.b.4 of 33CSR1, Solid Waste Management Rule.

- g. The permittee must employ one of the following statistical procedures in combination with the appropriate sampling requirements to determine a statistically significant increase:
 - i. A parametric analysis of variance (ANOVA) followed by multiple comparisons procedures to identify statistically significant evidence of contamination. The procedure must include estimation and testing of the contrasts between each down gradient well's mean and the background mean level for each constituent,
 - ii. An analysis of variance based on ranks followed by multiple comparisons procedures to identify statistically significant evidence of contamination. The procedure must include estimation and testing of the contrasts between each down gradient well's mean and the background mean level for each constituent,
 - iii. Tolerance or prediction interval procedure in which a tolerance interval for each constituent is established from the distribution of the background data, and the level of each constituent is established from the distribution of the background data, and the level of each constituent in each down gradient well is compared to the upper tolerance or prediction limit; or
 - iv. A control chart approach that gives control limits for each constituent.
- h. The Director may establish an alternative sampling procedure and statistical test for any of the constituents listed in the permit, as required to protect human health and the environment.
- i. If there is a statistically significant increase over background concentrations for any groundwater parameter less pH, Total Suspended Solids, Specific Conductance, and Temperature, the permittee must do the following:
 - i. Within fourteen (14) days, place a notice in the operating record indicating which constituents have shown statistically significant changes from background levels and notify the Secretary that this notice was placed in the operating record.
 - ii. Within a thirty (30) day period of said finding, the permittee shall repeat the sampling of the groundwater in the appropriate monitoring well(s) in accordance with the requirements of this permit.
 - iii. If the repeat sampling indicates that there is not a statistically significant increase over the background for the respective pollutant, the permittee shall continue sampling as required by this permit.
 - iv. If the repeat sampling confirms that a statistically significant increase over background levels has occurred, the permittee must establish and implement a Phase II assessment monitoring program meeting the requirements of 33 CSR 1, Section 4.11.c within ninety (90) days of said confirmation.
 - v. If the concentrations of all Phase II constituents are shown to be at or below

background values, using the statistical procedures described above for two consecutive sampling events, the permittee must notify the Secretary of this finding and may return to Phase I detection monitoring.

- vi. If the concentrations of any Phase II constituents are above background values, but all concentrations are below the groundwater protection standards, using the statistical procedures described above, the permittee must continue assessment monitoring in accordance with Phase II requirements.
- j. The permittee shall not cause a statistically significant increase over the limitations (groundwater standards) for the monitoring wells listed in Section D.2.b. Should a limitation be exceeded, the permittee shall provide the following:
 - i. Within ninety (90) days of a finding that any of the constituents listed in the permit have been detected at a statistically significant level exceeding the groundwater protection standards, the permittee must initiate an assessment of corrective measures in accordance with 33 CSR 1, Section 4.11.e.
 - ii. Based on the results of the corrective measures assessment conducted pursuant to 33 CSR 1, Section 4.11.e, the permittee must select a remedy that, at a minimum, meets the standards listed in 33 CSR 1, Sections 4.11.f.2 and 4.11.f.3. The permittee must notify the Secretary, within fourteen (14) days of selecting a remedy, by sending him or her a report describing the selected remedy, stating that it has been placed in the operating record, and describing how it meets the standards in 33 CSR 1, Sections 4.11.f.2 and 4.11.f.3. Further, the permittee shall specify as part of the selected remedy a schedule(s) for initiating and completing remedial activities in accordance with 33 CSR 1, Section 4.11.f.4.
 - iii. The Secretary may determine that remediation of a Phase II constituent is not necessary if the permittee can successfully demonstrate to the Secretary conditions found in 33 CSR 1, Section 4.11.f.5. However, any determination by the Secretary pursuant to 33 CSR 1, Section 4.11.f.5 cannot affect the authority of the state to require the permittee to undertake source control measures or other measures that may be necessary to eliminate or minimize further releases to the groundwater, to prevent exposure to the groundwater, or to remediate the groundwater to concentrations that are technically practicable and significantly reduce threats to human health or the environment.
 - iv. In accordance with 33 CSR 1, Section 4.11.g, the permittee shall implement the corrective action program based on the schedule required by 33 CSR 1, Sections 4.11.f.4 and 4.11.g.
2. Based on a review of the historic Groundwater Monitoring Program at the site, the following monitoring wells / parameters shall be monitored under the following Phase per 33 CSR 1, Section 4.11:

a. DETECTION PROGRAM - PHASE I

Per 33 CSR 1, Section 4.11.b.4 the permittee shall comply with Section D.1.i upon an exceedance of the respective background in each respective monitoring well. Upon

moving a Phase I parameter to Phase II parameter the permittee shall submit a major permit modification to revise Section D of the permit.

- i. The following wells shall be evaluated via intrawell statistics for all parameters in Section A not listed in Section D.2.b:

MW-1, MW-1A, MW-2, MW-4

- ii. The following wells shall be evaluated via interwell statistics for all parameters in Section A not listed in Section D.2.b:

N/A

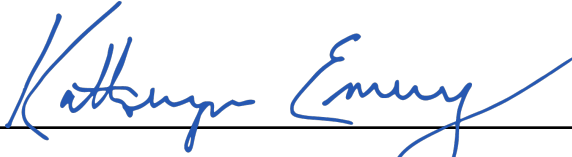
b. ASSESSMENT PROGRAM - PHASE II

Assessment Monitoring is not required at this time.

Any person having interest which is or may be adversely affected, or who is aggrieved by the issuance or denial of this permit or by the permit's terms or conditions, may appeal to the Environmental Quality Board as provided in W.Va. Code, Chapter 22B, Article 1.

October 28, 2022

Date of Issuance



Katheryn D. Emery, P.E., Director
Division of Water and Waste Management

Appendix A

I. MANAGEMENT CONDITIONS:

1. Duty to Comply

- a) The permittee must comply with all conditions of this permit. Permit noncompliance constitutes a violation of the CWA and State Act and is grounds for enforcement action; for permit modification, revocation and reissuance, suspension or revocation; or for denial of a permit renewal application.
- b) The permittee shall comply with all effluent standards or prohibitions established under Section 307(a) of the CWA for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

2. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit at least 180 days prior to expiration of the permit.

3. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit, which has a reasonable likelihood of adversely affecting human health or the environment.

4. Permit Actions

This permit may be modified, revoked and reissued, suspended, or revoked for cause. The filing of a request by the permittee for permit modification, revocation and reissuance, or revocation, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

5. Property Rights

This permit does not convey any property rights of any sort or any exclusive privilege.

6. Signatory Requirements

All applications, reports, or information submitted to the Director shall be signed and certified as required in Title 47, Series 10, Section 4.6 of the West Virginia Legislative Rules.

7. Transfers

This permit is not transferrable to any person except after notice to the Director. The Director may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary.

8. Duty to Provide Information

The permittee shall furnish to the Director, within a reasonable specified time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, suspending, or revoking this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

9. Other Information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, it shall promptly submit such facts or information.

10. Inspection and Entry

The permittee shall allow the Director, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

- a) Enter upon the permittee's premises in which an effluent source or activity is located, or where records must be kept under the conditions of this permit;
- b) Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;
- c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- d) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the State Act, any substances or parameters at any location.

11. Permit Modification

This permit may be modified, suspended, or revoked in whole or in part during its term in accordance with the provisions of Chapter 22-11-12 of the Code of West Virginia.

12. Water Quality

This discharge shall not cause or materially contribute to: distinctly visible floating or settleable solids, suspended solids, scum, foam or oily slicks; deposits or sludge bank on the bottom; odors in the vicinity of the waters; taste or odor that would adversely affect the designated uses of the affected waters; distinctly visible color which may impair or interfere with the designated uses of the affected waters; and shall not cause a fish or mussel kill. The limitations and conditions in this permit for the discharges identified in this permit are limitations and conditions that are necessary to meet applicable West Virginia water quality standards, Requirements Governing Water Quality Standards 47 CSR 2.

13. Outlet Markers

A permanent marker at the establishment shall be posted in accordance with Title 47, Series 11, Section 9 of the West Virginia Legislative Rules.

14. Liabilities

- a) Any person who violates a permit condition implementing sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing sections 301, 302, 306, 307, 308 or 405 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than 1 year, or both.
- b) Any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 2 years, or by both.
- c) Any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 2 years, or by both.
- d) Nothing in I.14 a), b), and c) shall be construed to limit or prohibit any other authority the Director may have under the State Water Pollution Control Act, Chapter 22, Article 11.

II. OPERATION AND MAINTENANCE:

1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls, and appropriate quality assurance procedures. Unless otherwise required by Federal or State law, this provision requires the operation of back-up auxiliary facilities or similar systems which are installed by the permittee only when the operation is necessary to achieve compliance with the conditions of the permit. For domestic waste treatment facilities, waste treatment operators as classified by the WV Bureau of Public Health Laws, W. Va. Code Chapter 16-1, will be required except that in circumstances where the domestic waste treatment facility is receiving any type of industrial waste, the Director may require a more highly skilled operator.

2. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.

3. Bypass

- a) Definitions
 - (1) "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility; and
 - (2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of II.3.c) and II.3.d) of this permit.
- c)
 - (1) If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten (10) days before the date of the bypass;
 - (2) If the permittee does not know in advance of the need for bypass, notice shall be submitted as required in IV.2.b) of this permit.
- d) Prohibition of bypass
 - (1) Bypass is permitted only under the following conditions, and the Director may take enforcement action against a permittee for a bypass, unless;
 - (A) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (B) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
 - (C) The permittee submitted notices as required under II.3.c) of this permit.
 - (2) The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in II.3.d.(1) of this permit.

4. Upset

- a) Definition. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.
- b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitation if the requirements of II.4.c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
- c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in IV.2.b) of this permit.
 - (4) The permittee complied with any remedial measures required under I.3. of this permit.
- d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

5. Removed Substances

Where removed substances are not otherwise covered by the terms and conditions of this permit or other existing permit by the Director, any solids, sludges, filter backwash or other pollutants (removed in the course of treatment or control of wastewaters) and which are intended for disposal within the State, shall be disposed of only in a manner and at a site subject to the approval by the Director. If such substances are intended for disposal outside the State or for reuse, i.e., as a material used for making another product, which in turn has another use, the permittee shall notify the Director in writing of the proposed disposal or use of such substances, the identity of the prospective disposer or users, and the intended place of disposal or use, as appropriate.

III. MONITORING AND REPORTING

1. Representative Sampling

Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

2. Reporting

- a) Permittee shall submit, according to the enclosed format, a Discharge Monitoring Report (DMR) indicating in terms of concentration, and/or quantities, the values of the constituents listed in Part A analytically determined to be in the plant effluent(s). DMR submissions shall be made in accordance with the terms contained in Section C of this permit.
- b) Enter reported average and maximum values under "Quantity" and "Concentration" in the units specified for each parameter, as appropriate.
- c) Specify the number of analyzed samples that exceed the allowable permit conditions in the columns labeled "N.E." (i.e., number exceeding).
- d) Specify frequency of analysis for each parameter as number of analyses/specified period (e.g., 3/month is equivalent to 3 analyses performed every calendar month). If continuous, enter "Cont.". The frequency listed on format is the minimum required.

3. Test Procedures

Samples shall be taken, preserved and analyzed in accordance with the latest edition of 40 CFR Part 136, unless other test procedures have been specified elsewhere in this permit.

4. Recording of Results

For each measurement or sample taken pursuant to the permit, the permittee shall record the following information.

- a) The date, exact place, and time of sampling or measurement;
- b) The date(s) analyses were performed;
- c) The individual(s) who performed the sampling or measurement;
- d) The individual(s) who performed the analyses; if a commercial laboratory is used, the name and address of the laboratory;
- e) The analytical techniques or methods used, and
- f) The results of such analyses. Information not required by the DMR form is not to be submitted to this agency, but is to be retained as required in III.6.

5. Additional Monitoring by Permittee

If the permittee monitors any pollutant at any monitoring point specified in this permit more frequently than required by this permit, using approved test procedures or others as specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the Discharge Monitoring Report Form. Such increased frequency shall also be indicated. Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified in the permit.

6. Records Retention

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for the permit, for a period of at least three (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Director at any time.

7. Definitions

- a) "Daily discharge" means the discharge of a pollutant measured during a calendar day or within any specified period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the day.
- b) "Average monthly discharge limitation" means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.
- c) "Maximum daily discharge limitation" means the highest allowable daily discharge.
- d) "Composite Sample" is a combination of individual samples obtained at regular intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite. The maximum time period between individual samples shall be two hours.
- e) "Grab Sample" is an individual sample collected in less than 15 minutes.
- f) "is" = immersion stabilization - a calibrated device is immersed in the effluent stream until the reading is stabilized.
- g) The "daily average temperature" means the arithmetic average of temperature measurements made on an hourly basis, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar month, or during the operating month if flows are of shorter duration.
- h) The "daily maximum temperature" means the highest arithmetic average of the temperatures observed for any two (2) consecutive hours during a 24 hour day, or during the operating day if flows are of shorter duration.
- i) The "monthly average fecal coliform" bacteria is the geometric average of all samples collected during the month.
- j) "Measured Flow" means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or which a relationship to absolute volume has been obtained.
- k) "Estimate" means to be based on a technical evaluation of the sources contributing to the discharge including, but not limited to pump capabilities, water meters and batch discharge volumes.
- l) "Non-contact cooling water" means the water that is contained in a leak-free system, i.e., no contact with any gas, liquid, or solid other than the container for transport; the water shall have no net poundage addition of any pollutant over intake water levels, exclusive of approved anti-fouling agents.

IV. OTHER REPORTING

1. Reporting Spills and Accidental Discharges

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties established pursuant to Title 47, Series 11, Section 2 of the West Virginia Legislative Rules promulgated pursuant to Chapter 22, Article 11. Attached is a copy of the West Virginia Spill Alert System for use in complying with Title 47, Series 11, Section 2 of the Legislative rules as they pertain to the reporting of spills and accidental discharges.

2. Immediate Reporting

- a) The permittee shall report any noncompliance which may endanger health or the environment immediately after becoming aware of the circumstances by using the Agency's designated spill alert telephone number. A written submission shall be provided within five (5) days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- b) The following shall also be reported immediately:
 - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;
 - (2) Any upset which exceeds any effluent limitation in the permit; and
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Director in the permit shall be reported immediately. This list shall include any toxic pollutant or hazardous substance, or any pollutant specifically identified as the method to control a toxic pollutant or hazardous substance.
- c) The Director may waive the written report on a case-by-case basis if the oral report has been received in accordance with the above.
- d) Compliance with the requirements of IV.2 of this section, shall not relieve a person of compliance with Title 47, Series 11, Section 2.

3. Reporting Requirements

- a) Planned changes. The permittee shall give notice to the Director of any planned physical alterations or additions to the permitted facility which may affect the nature or quantity of the discharge. Notice is required when:
 - (1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in Section 13.7.b of Series 10, Title 47; or
 - (2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under IV.2 of this section.
- b) Anticipated noncompliance. The permittee shall give advance notice to the Director of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
- c) In addition to the above reporting requirements, all existing manufacturing, commercial, and silvicultural discharges must notify the Director in writing as soon as they know or have reason to believe:
 - (1) That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, or any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - (A) One hundred micrograms per liter (100 ug/l);
 - (B) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitro phenol; and for 2-methyl 4,6-dinitrophenol; and one milligram per liter (1 mg/l) for antimony;
 - (C) Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with Section 4.4.b.9 of Series 10, Title 47.
 - (D) The level established by the Director in accordance with Section 6.3.g of Series 10, Title 47;
 - (2) That any activity has occurred or will occur which would result in any discharge (on a non-routine or infrequent basis) of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - (A) Five hundred micrograms per liter (500 ug/l);
 - (B) One milligram per liter (1 mg/l) for antimony;
 - (C) Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with Section 4.4.b.7 of Series 10, Title 47;
 - (D) The level established by the Director in accordance with Section 6.3.g of Series 10, Title 47.
 - (3) That they have begun or expect to begin to use or manufacture as an intermediate or final product or by-product of any toxic pollutant which was not reported in the permit application under Section 4.4.b.9 of Series 10, Title 47 and which will result in the discharge on a routine or frequent basis of that toxic pollutant at levels which exceed five times the detection limit for that pollutant under approved analytical procedure.
 - (4) That they have begun or expect to begin to use or manufacture as an intermediate or final product or by-product of any toxic pollutant which was not reported in the permit application under Section 4.4.b.9 of Series 10, Title 47 and which will result in the discharge on a non-routine or infrequent basis of that toxic pollutant at levels which exceed ten times the detection limit for that pollutant under approved analytical procedure.

4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under the above paragraphs at the time monitoring reports are submitted. The reports shall contain the information listed in IV.2.a). Should other applicable noncompliance reporting be required, these terms and conditions will be found in Section C of this permit.

**STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT**

FACILITY NAME: Tire & Rubber, Inc.
 LOCATION OF FACILITY: Hackers Creek District, Lewis County
 PERMIT NUMBER: SWF-4024/WV0109533 OUTLET NO.: 001
 WASTELOAD FOR MONTH OF: 20

COMMERCIAL LABORATORY NAME: _____
 COMMERCIAL LABORATORY ADDRESS: _____
 INDIVIDUAL PERFORMING ANALYSIS: _____

Parameter		Quantity					Other Units					Measurement Frequency	Sample Type
		Minimum	Avg Monthly	Max Daily	Units	N.E.	Minimum	Avg Monthly	Max Daily	Units	N.E.		
Flow 50050	Reported										MGD		
	Permit Limitation							Monitor	Monitor				1/Month
TSS 00530	Reported										mg/l		
	Permit Limitation				lbs/day			49	61				1/Month
COD 81017	Reported										mg/l		
	Permit Limitation				lbs/day			Monitor	Monitor				1/Quarter
NH3N 34726	Reported										mg/l		
	Permit Limitation				lbs/day			4.6	9.3				1/Month
Arsenic 01002	Reported										ug/l		
	Permit Limitation				lbs/day			10	16				1/Month
Endosulfan 39388	Reported										ug/l		
	Permit Limitation				lbs/day			Monitor	Monitor				1/Quarter
Chloride 00940	Reported										mg/l		
	Permit Limitation				lbs/day			162	424				1/Month

Name of Principal Exec. Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.	Date Completed
Title of Officer		Signature of Principal Exec. Officer or Auth. Agent

**STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT**

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 LOCATION OF FACILITY: Hackers Creek District, Lewis County
 PERMIT NUMBER: SWF-4024/WV0109533 OUTLET NO.: 001
 WASTELOAD FOR MONTH OF: 20

COMMERCIAL LABORATORY NAME: _____
 COMMERCIAL LABORATORY ADDRESS: _____
 INDIVIDUAL PERFORMING ANALYSIS: _____

Parameter		Quantity					Other Units					Measurement Frequency	Sample Type
		Minimum	Avg Monthly	Max Daily	Units	N.E.	Minimum	Avg Monthly	Max Daily	Units	N.E.		
Copper 01119	Reported												
	Permit Limitation				lbs/day			Monitor	Monitor	ug/l		1/Quarter	8 hr Comp
Diethyl Phthalate 34336	Reported				lbs/day					ug/l			
	Permit Limitation							Monitor	Monitor			1/Quarter	8 hr Comp
Hexavalent Chromium 01032	Reported				lbs/day					ug/l			
	Permit Limitation							Monitor	Monitor			1/Quarter	Grab
Iron 00980	Reported				lbs/day					mg/l			
	Permit Limitation							0.7	2.3			1/Month	8 hr Comp
Pentachloro phenol 39032	Reported				lbs/day					ug/l			
	Permit Limitation							Monitor	Monitor			1/Quarter	8 hr Comp
2,4,6-trichlorophenol 34621	Reported				lbs/day					ug/l			
	Permit Limitation							Monitor	Monitor			1/Quarter	8 hr Comp
Mercury 01260	Reported				lbs/day					ug/l			
	Permit Limitation							0.0078	0.022			1/Month	Grab

Name of Principal Exec. Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.	Date Completed
Title of Officer		Signature of Principal Exec. Officer or Auth. Agent

**STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT**

FACILITY NAME: Tire & Rubber, Inc.
 LOCATION OF FACILITY: Hackers Creek District, Lewis County
 PERMIT NUMBER: SWF-4024/WV0109533 OUTLET NO.: 001
 WASTELOAD FOR MONTH OF: 20

COMMERCIAL LABORATORY NAME: _____
 COMMERCIAL LABORATORY ADDRESS: _____
 INDIVIDUAL PERFORMING ANALYSIS: _____

Parameter		Quantity					Other Units					Measurement Frequency	Sample Type
		Minimum	Avg Monthly	Max Daily	Units	N.E.	Minimum	Avg Monthly	Max Daily	Units	N.E.		
Nickel 01074	Reported				lbs/day				ug/l			1/Quarter	8 hr Comp
	Permit Limitation						Monitor	Monitor					
Selenium 01147	Reported				lbs/day				ug/l			1/Month	8 hr Comp
	Permit Limitation						4	8.5					
WET (Pimephales) 61428	Reported				lbs/day				TUc			1/Year	8 hr Comp
	Permit Limitation						Monitor	Monitor					
Aluminum 01104	Reported				lbs/day				ug/l			1/Month	8 hr Comp
	Permit Limitation						268	750					
pH 00400	Reported				lbs/day				S.U.			1/Month	8 hr Comp
	Permit Limitation						6.0	9.0					
WET (Ceriodaphnia) 61426	Reported				lbs/day				TUc			1/Year	8 hr Comp
	Permit Limitation						Monitor	Monitor					
Dissolved Oxygen 00300	Reported				lbs/day				mg/l			1/Month	Grab
	Permit Limitation						6						

Name of Principal Exec. Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel property 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.	Date Completed
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**STATE OF WEST VIRGINIA
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 WASTELOAD FOR MONTH OF: 20

COMMERCIAL LABORATORY NAME: _____
 COMMERCIAL LABORATORY ADDRESS: _____
 INDIVIDUAL PERFORMING ANALYSIS: _____

Parameter		Quantity					Other Units					Measurement Frequency	Sample Type
		Minimum	Avg Monthly	Max Daily	Units	N.E.	Minimum	Avg Monthly	Max Daily	Units	N.E.		
Zinc 01094 (Interim)	Reported				lbs/day				ug/l				
	Permit Limitation							Monitor		Monitor			1/Month
Zinc 01094 (Final)	Reported				lbs/day				ug/l				
	Permit Limitation							40		120			1/Month
	Reported				lbs/day								
	Permit Limitation												
	Reported				lbs/day								
	Permit Limitation												
	Reported				lbs/day								
	Permit Limitation												
	Reported				lbs/day								
	Permit Limitation												
	Reported				lbs/day								
	Permit Limitation												

Name of Principal Exec. Officer
Title of Officer

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

Date Completed
Signature of Principal Exec. Officer or Auth. Agent

**STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT**

FACILITY NAME: Tire & Rubber, Inc.
 LOCATION OF FACILITY: Hackers Creek District, Lewis County
 PERMIT NUMBER: SWF-4024/WV0109533 OUTLET NO.: 101
 WASTELOAD FOR MONTH OF: 20

COMMERCIAL LABORATORY NAME: _____
 COMMERCIAL LABORATORY ADDRESS: _____
 INDIVIDUAL PERFORMING ANALYSIS: _____

Parameter		Quantity					Other Units					Measurement Frequency	Sample Type
		Minimum	Avg Monthly	Max Daily	Units	N.E.	Minimum	Avg Monthly	Max Daily	Units	N.E.		
Flow 50050	Reported										MGD		
	Permit Limitation						0.008	Monitor					1/Month
TSS 00530	Reported										mg/l		
	Permit Limitation		Monitor	Monitor	lbs/day			Monitor	Monitor				1/Month
Zinc 01094	Reported										mg/l		
	Permit Limitation		Monitor	Monitor	lbs/day			Monitor	Monitor				1/Month
NH3N 00610	Reported										mg/l		
	Permit Limitation		Monitor	Monitor	lbs/day			Monitor	Monitor				1/Month
Arsenic 01002	Reported										ug/l		
	Permit Limitation		Monitor	Monitor	lbs/day			Monitor	Monitor				1/Month
Iron 39388	Reported										ug/l		
	Permit Limitation		Monitor	Monitor	lbs/day			Monitor	Monitor				1/Month
Chloride 00940	Reported										mg/l		
	Permit Limitation		Monitor	Monitor	lbs/day			Monitor	Monitor				1/Month

Name of Principal Exec. Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.	Date Completed
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**STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
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 PERMIT NUMBER: SWF-4024/WV0109533 OUTLET NO.: 101
 WASTELOAD FOR MONTH OF: 20

COMMERCIAL LABORATORY NAME: _____
 COMMERCIAL LABORATORY ADDRESS: _____
 INDIVIDUAL PERFORMING ANALYSIS: _____

Parameter		Quantity					Other Units					Measurement Frequency	Sample Type
		Minimum	Avg Monthly	Max Daily	Units	N.E.	Minimum	Avg Monthly	Max Daily	Units	N.E.		
Copper 01119	Reported				lbs/day				ug/l				
	Permit Limitation		Monitor	Monitor				Monitor		Monitor			1/Month
Hexavalent Chromium 01032	Reported				lbs/day				ug/l				
	Permit Limitation		Monitor	Monitor				Monitor		Monitor			1/Month
Nickel 01074	Reported				lbs/day				ug/l				
	Permit Limitation		Monitor	Monitor				Monitor		Monitor			1/Month
Selenium 01147	Reported				lbs/day				ug/l				
	Permit Limitation		Monitor	Monitor				Monitor		Monitor			1/Month
Mercury 01260	Reported				lbs/day				ug/l				
	Permit Limitation		Monitor	Monitor				Monitor		Monitor			1/Month
Aluminum 01104	Reported				lbs/day				ug/l				
	Permit Limitation		Monitor	Monitor				Monitor		Monitor			1/Month
	Reported				lbs/day								
	Permit Limitation												

Name of Principal Exec. Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.	Date Completed
Title of Officer		Signature of Principal Exec. Officer or Auth. Agent

**STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT**

FACILITY NAME: Tire & Rubber, Inc.
 LOCATION OF FACILITY: Hackers Creek District, Lewis County
 PERMIT NUMBER: SWF-4024/WV0109533 OUTLET NO.: 099
 WASTELOAD FOR MONTH OF: 20

COMMERCIAL LABORATORY NAME: _____
 COMMERCIAL LABORATORY ADDRESS: _____
 INDIVIDUAL PERFORMING ANALYSIS: _____

Parameter		Quantity					Other Units					Measurement Frequency	Sample Type
		Minimum	Avg Monthly	Max Daily	Units	N.E.	Minimum	Avg Monthly	Max Daily	Units	N.E.		
Flow 50050	Reported										MGD		
	Permit Limitation							Monitor	Monitor				1/Month
	Reported												
	Permit Limitation				lbs/day								
	Reported												
	Permit Limitation				lbs/day								
	Reported												
	Permit Limitation				lbs/day								
	Reported												
	Permit Limitation				lbs/day								
	Reported												
	Permit Limitation				lbs/day								
	Reported												
	Permit Limitation				lbs/day								

Name of Principal Exec. Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.	Date Completed
Title of Officer		Signature of Principal Exec. Officer or Auth. Agent

**EMERGENCY RESPONSE SPILL ALERT SYSTEM
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

REQUIREMENTS:

Title 47, Series 11, Section 2 of the West Virginia Legislative Rules, Environmental Protection, Water Resources - Waste Management, Effective July 1, 1994.

RESPONSIBILITY FOR REPORTING:

Each and every person who may cause or be responsible for any spill or accidental discharge of pollutants into the waters of the State shall give immediate notification to the Division of Water and Waste Management's Emergency Notification Number, 1-800-642-3074. Such notification shall set forth insofar as possible and as soon thereafter as practical the time and place of such spill or discharge, type or types and quantity or quantities of the material or materials therein, action or actions taken to stop such spill or discharge and to minimize the polluting effect thereof, the measure or measures taken or to be taken in order to prevent a recurrence of any such spill or discharge and such additional information as may be requested by the Division of Water and Waste Management. This also applies to spills to the waters of the State resulting from accidents to common carriers by highway, rail and water.

It shall be the responsibility of each industrial establishment or other entity discharging directly to a stream to have available the following information pertaining to those substances that are employed or handled in its operation in sufficiently large amounts as to constitute a hazard in case of an accidental spill or discharge into a public stream:

- (1) Potential toxicity in water to man, animals and aquatic life;
- (2) Details on analytical procedures for the quantitative estimation of such substances in water and
- (3) Suggestions on safeguards or other precautionary measures to nullify the toxic effects of a substance once it has gotten into a stream.

Failure to furnish such information as required by Section 14, Article 11, Chapter 22, Code of West Virginia may be punishable under Section 24, Article 11, Chapter 22, and/or Section 22, Article 11, Chapter 22, Code of West Virginia.

It shall be the responsibility of any person who causes or contributes in any way to the spill or accidental discharge of any pollutant or pollutants into State waters to immediately take any and all measures necessary to contain such spill or discharge. It shall further be the responsibility of such person to take any and all measures necessary to clean-up, remove and otherwise render such spill or discharge harmless to the waters of the State.

When the Director determines it necessary for the effective containment and abatement of spills and accidental discharges, the Director may require the person or persons responsible for such spill or discharge to monitor affected waters in a manner prescribed by the Director until the possibility of any adverse effect on the waters of the State no longer exists.

VOLUNTARY REPORTING BY LAW OFFICERS, U. S. COAST GUARD, LOCK MASTERS AND OTHERS:

In cases involving river and highway accidents where the responsible party may or may not be available to report the incident, law officers, U. S. Coast Guard, Lock Masters and other interested person(s) should make the report.

WHO TO CONTACT:

Notify the following number: **1-800-642-3074**

INFORMATION NEEDED:

- | | |
|--|---------------------------------------|
| - Source of spill or discharge | - Personnel at the scene |
| - Location of incident | - Actions initiated |
| - Time of incident | - Shipper/Manufacturer identification |
| - Material spilled or discharged | - Railcar/Truck identification number |
| - Amount spilled or discharged | - Container type |
| - Toxicity of material spilled or discharged | |

RIGHT OF APPEAL

Notice is hereby given of your right to appeal the terms and conditions of this permit which you are aggrieved by to the Environmental Quality Board by filing a NOTICE OF APPEAL on the form prescribed by such Board for this purpose, with the Board, in accordance with the provisions of Section 21, Article 11, Chapter 22 of the Code of West Virginia within thirty (30) days after the date of receipt of the above permit.

POLICY NUMBER: WCP7008076

Basic Policy Information

Named Insured

Firm Name:	Tire & Rubber Inc	Term:	3/15/2024 - 3/15/2025
Address:	710 Grass Run Rd. Weston, WV 26452	Last Update*:	3/15/2024
Business:	(847) 894-3646	Carrier:	BrickStreet Mutual Insurance Co
Cell:			
Fax:			
Email:	j.miller@tyrexresources.com		

Transaction Information

Location Information

Location #	Building#	Address
00001	00001	710 Grass Run Rd., Weston, WV 26452

Workers Compensation

Employers Liability

WC & Employer's liability	
Each Accident Limit:	\$1,000,000
Disease Policy Limit:	\$1,000,000
Disease Each Employee:	\$1,000,000
Deductible/Type:	
Applies To:	

Included States: WV, WV

Other Coverages

Location #	Coverage	Limit	Deductible/Type	Factor	Factored P'Misc Information remium
	Expense constant				\$175.00
	Experience Mod Factor 1			1.30000	\$6,662.00
	Employers Liability Limits				\$307.00
	Schedule Rating Premium				(\$2,021.00)
	Broad Form Employers				(\$121.00)
	WV Regulatory Budget Surcharge				\$1,349.00
	WV Fire and Casualty Surcharge				\$11.00

Classification/Rating Information

State	Location #	Classification	Class	# Full Time Emp	# Part Time Emp	# Total Emp	Rate	Exposure
WV	00001	Landfill Operation/ Drivers	6217	9	0	9	2.23	975000
WV	00001	Broad Form	9614				0.0792	
WV	00001	Catastrophe	9741				0.017	
WV	00001	Terrorism	9740				0.008	
WV	00001	Clerical Office Employees	8810	1	0	1	0.12	130000

Individuals Included/Excluded

Name	Title	Status
Randall E. Zortman	Officer	Exclude

** Not all information contained in the document may be the latest representation of your information. If you request new coverage or a change in coverage, please be advised that coverage cannot be bound without speaking to a licensed agent. If you have additional questions or concerns, please contact your Agency directly.*