ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT,
DIVISION OF ENVIRONMENTAL QUALITY (DEQ)

IN THE MATTER OF:

AFIN: 72-00144 Case #: CAO-25-0003

ECO-VISTA, LLC
2210 WASTE MANAGEMENT
DR. TONTITOWN, AR, 72762

CONSENT ADMINISTRATIVE ORDER

This Consent Administrative Order (CAO) is issued pursuant to the authority delegated under the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*, and the federal regulations issued thereunder. In addition, this CAO is issued pursuant to the authority of the Arkansas Water and Air Pollution Control Act, Ark. Code Ann. § 8-4-101 *et seq.*, 8 Code of Arkansas Rules (CAR) pt. 10, 8 CAR pt. 11, 8 CAR pt. 40, 8 CAR pt. 41, and 8 CAR pt. 42.

The issues herein having been settled by agreement of ECO-VISTA, LLC (Respondent) and the Director of the Division of Environmental Quality (DEQ), it is hereby agreed and stipulated that the following FINDINGS OF FACT and ORDER AND AGREEMENT be entered.

FINDINGS OF FACT

1. Ark. Code Ann. § 8-4-217(a)(3) provides: "It shall be unlawful for any person to: [. . .] Violate any provisions of this chapter or of any rule or order adopted by the Arkansas Pollution Control and Ecology Commission under this chapter or of a permit issued under this chapter by the Division of Environmental Quality."

2. Ark. Code Ann. § 8-4-103(c)(1)(A) provides: "Any person that violates any

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provision of this chapter and rules, permits, or plans issued pursuant to this chapter may be assessed an administrative civil penalty not to exceed ten thousand dollars ($10,000) per violation."

3. Ark. Code Ann. § 8-4-103(c)(1)(B) provides: "Each day of a continuing violation may be deemed a separate violation for purposes of penalty assessment."

4. Respondent owns and operates a solid waste landfill (the "Facility") that accepts municipal waste and is located at 2210 WASTE MANAGEMENT DRIVE, TONTITOWN, Washington County, Arkansas.

5. DEQ issued air permit 1884-AOP-R8 to Respondent for operation of the Facility on January 26, 2021.

6. On September 9, 10, and 11, 2024, DEQ received complaints from the same person alleging an offensive odor was emanating from the Facility. Records indicate that the wind direction on those dates was variable.

7. DEQ personnel conducted an investigation into these particular complaints on September 11, 2024.

8. In the investigation report following the September 11, 2024 Facility investigation, DEQ personnel reported detection of odors from the Facility that they believed were atypical for a landfill.

9. During the investigation, DEQ personnel made contact at the Facility with Don Tennison, the Facility manager. DEQ personnel discussed the odor with Mr. Tennison and drove Mr. Tennison to the site at which the odor was allegedly first detected on Arbor Acres Avenue.

10. Pursuant to Ark. Code Ann. § 8-4-310, "It is a misdemeanor punishable under § 8-4-103:

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(1) [t]o knowingly cause air pollution as defined in § 8-4-303[.....]"

11. Ark. Code Ann. § 8-4-303 defines "air pollution" as "the presence in the outdoor atmosphere of one (1) or more air contaminants in quantities, of characteristics, and of a duration that are materially injurious or can be reasonably expected to become materially injurious to human, plant, or animal life or to property, or that unreasonably interfere with enjoyment of life or use of property throughout the state or throughout the area of the state as shall be affected thereby." It is defined similarly in 8 CAR § 40-105.

12. Pursuant to 8 CAR § 40-701, "[n]o person shall cause or permit the emission of air contaminants, *including odors* or water vapor and including an air contaminant whose emission is not otherwise prohibited by this part, if the emission of the air contaminant constitutes air pollution" (emphasis added).

13. Ark. Code Ann. § 8-4-303 and 8 CAR § 40-105 both define "air contaminant" as "any solid, liquid, gas, or vapor or any combination thereof."

14. Pursuant to 8 CAR § 40-701, odor can be a form of air contaminant that may constitute air pollution.

15. According to the investigation report created by DEQ personnel following their September 11, 2024 complaint investigation, the odor they observed during the investigation was of a nature that constituted air pollution, as it is defined in Ark. Code Ann. § 8-4-303 and 8 CAR § 40-105, in violation of Ark. Code Ann. §§ 8-4-310(a)(1) and 8-4-217(a)(3) and 8 CAR § 40-701.

16. On September 26, 2024, DEQ notified Respondent of the violation reported by DEQ personnel in the September 11, 2024 investigation report and requested a

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written response addressing the violation.

17. On October 31, 2024, Respondent's attorney submitted a response to the September 26, 2024 letter. The response denied the violation. Among other things, Respondent denied that it was the source of any odor observed by DEQ's personnel on September 11, 2024 for multiple reasons detailed in the letter or that any detectable odors were "air pollution" under any rule or law.

ORDER AND AGREEMENT

WHEREFORE, the parties stipulate and agree as follows:

1. Respondent does not admit to any Findings of Fact or that it has any liability or responsibility to DEQ with respect to the allegations contained in the Findings of Fact or that there has been any release of any odors from Respondent's Facility on September 11, 2024.

2. Within thirty (30) calendar days of the effective date of this CAO, Respondent shall submit a report detailing how odors were previously mitigated and which methods will continue to be used to mitigate odors.

3. In compromise and full settlement of the violations specified in the FINDINGS OF FACT, Respondent agrees to pay a civil penalty of FOUR THOUSAND EIGHT HUNDRED DOLLARS ($4,800.00), of which ten percent (10%) shall be paid as reimbursement to DEQ for administrative costs associated with the CAO. Payment is due within thirty (30) calendar days after the effective date of this CAO. Such payment can be made online using the Financials tab of Respondent's site in SEEK or mailed in by check. Paper check payments require the Compliance Action Number be referenced in the memo line of the check and be made payable to: DEQ,

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Fiscal Division, 5301 Northshore Drive, North Little Rock, Arkansas 72118-5317. In the event that Respondent fails to pay the civil penalty within the prescribed time, DEQ shall be entitled to attorneys' fees and costs associated with collection.

4. All requirements of this CAO are subject to approval by DEQ. In the event of any deficiency Respondent shall, within the timeframe specified by DEQ, submit any additional information or changes requested, or take additional actions specified by DEQ to correct any such deficiencies. Failure to respond adequately to the notice of deficiency within the timeframe specified by DEQ constitutes a failure to meet the requirements established by this CAO and is subject to the civil penalties established in the following Paragraph.

5. Failure to meet the limits, requirements, or deadlines of this CAO or the applicable approved schedules provided for herein constitutes a violation of this CAO. If Respondent fails to meet any limits, requirements, or deadlines, Respondent shall pay, on demand, to DEQ civil penalties according to the following schedule:

(a) First day through the fourteenth day:	$100 per day
(b) Fifteenth day through the thirtieth day:	$500 per day
(c) More than thirty days:	$1,000 per day

Stipulated penalties shall be paid within thirty (30) calendar days of receipt of DEQ's demand to Respondent for such penalties. These stipulated penalties may be imposed for delay in scheduled performance and shall be in addition to any other remedies or sanctions that may be available to DEQ by reason of Respondent's failure to comply with the requirements of this CAO.

6. This Order is entered into as a compromise and settlement. No portion of this Order shall be deemed an admission of fact or liability by any party. No portion of this

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Order shall be admissible into evidence in any proceeding, other than a proceeding to enforce the terms of this Order, without the consent of Respondent.

7. This Order shall inure to the benefit of all officers, agents, employees, successors, assigns, representatives, and transferees of the parties hereto.

8. If any event, including, but not limited to, an occurrence of nature, causes or may cause a delay in the achievement of compliance by Respondent with the requirements or deadlines of this CAO, Respondent shall notify DEQ in writing as soon as reasonably possible after it is apparent that a delay will result, but in no case after the due dates have passed. The notification shall describe in detail the anticipated length of the delay, the precise cause of the delay, the measures being taken and to be taken to minimize the delay, and the timetable by which those measures will be implemented.

9. DEQ may grant an extension of any provision of this CAO, provided that Respondent requests such an extension in writing and provided that the delay or anticipated delay has or will be caused by circumstances beyond the control of and without the fault of Respondent. The time for performance may be extended for a reasonable period, but in no event longer than the period of delay resulting from such circumstances. The burden of proving that any delay is caused by circumstances beyond the control of and without the fault of Respondent and the length of the delay attributable to such circumstances shall rest with Respondent. Failure to notify DEQ promptly, as provided in the previous paragraph of the ORDER AND AGREEMENT, shall be grounds for a denial of an extension.

10. This CAO is subject to public review and comment in accordance with Ark. Code

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Ann. § 8-4-103(d), and therefore is not effective until thirty (30) calendar days after public notice of the CAO is given. DEQ retains the right and discretion to rescind this CAO based on comments received within the thirty (30) day public comment period. Notwithstanding the public notice requirements, the corrective actions necessary to achieve compliance shall be taken immediately.

11. As provided by 8 CAR pt. 11, this matter is subject to being reopened upon Commission initiative or in the event a petition to set aside this CAO is granted by the Commission.

12. Nothing contained in this CAO shall relieve Respondent of any obligations imposed by any other applicable local, state, or federal laws. Except as specifically provided herein, nothing contained in this CAO shall be deemed in any way to relieve Respondent of responsibilities contained in the permit.

13. Nothing in this CAO shall be construed as a waiver by DEQ of its enforcement authority over alleged violations not specifically addressed herein. In addition, this CAO neither exonerates Respondent from any past, present, or future conduct that is not expressly addressed herein, nor relieves Respondent of the responsibilities for obtaining any necessary permits.

14. The individual signing this CAO represents that he or she is duly authorized to execute and bind Respondent to the terms contained herein.

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Digitally signed by:
SEEK Prod - Internal
Date: 2026.08.20 10:33:51 -05:00
Reason: Copy Of Record
Location: State of Arkansas

Consent Administrative Order - Approval Form

version 1.8

(Submission #: HQM-ZP1V-NEX6J, version 1)

Details

Submission ID HQM-ZP1V-NEX6J

Form Input

Consent Administrative Order

Case Number
CAO-25-0003

Consent Administrative Order Attachment
ENF - CAO.pdf - 07/30/2026 02:51 PM
Comment
NONE PROVIDED

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Agreements and Signature(s)

Submission Agreements

- ☑ I am the owner of the account used to perform the electronic submission and signature.
- ☑ I have the authority to submit the data on behalf of the facility I am representing.
- ☑ I agree that providing the account credentials to sign the submission document constitutes an electronic signature equivalent to my written signature.
- ☑ I have reviewed the electronic form being submitted in its entirety, and agree to the validity and accuracy of the information contained within it to the best of my knowledge.

Respondent Signatory Authority

I certify that I am authorized to execute this CAO and to legally bind Respondent to its terms and conditions.

Signed By Joshua Johnson on 08/19/2026 at 1:54 PM
ZYFmG5e55WL8UW7A6/vTod/SLYW4IhDEI8Ajcy/GkE9mbHTgWeIs2qbkIFfO+40j2/Kbc0CJIZwtr2tyBC0/ng==

Chief Administrator of Environment and DEQ Director, Arkansas Department of Energy and Environment

This CAO is agreed to and ordered as of the date of my signature.

Signed By Bailey Taylor on 08/20/2026 at 10:33 AM
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