

AGENDA

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

February 12, 2013

6:30 p.m.

LOUDON COUNTY COURTHOUSE ANNEX

Loudon, Tennessee

1. Call to Order
2. Approval of Minutes – January 8, 2013
3. Items of Public Concern
4. Cash Activity Report
5. Operations Report
6. Attorney's Report
7. Geosyntec Consultants' Master Professional Services Agreement & Update
8. Brown & Caldwell's Atchley Property Site Reconnaissance Summary
9. Land Use Master Plan Advisory Committee
10. TDEC Qualitative Meeting
11. Kennerly Montgomery Letter & Invoices
12. Other Items of Commission's Consideration
13. Adjourn

MONTHLY CASH REPORT

January OF 2013

CASH RECEIPTS:

Landfill Host Fees	<u>26,210.79</u>
Closure/Post Clo. Security Fees	<u>36,568.57</u>
Interest Received	<u>273.21</u>
Tire Grants	
Other: _____	

Total Monthly Revenue: 63,052.57

CASH DISBURSEMENTS:

Commissioner Meeting Pymts.	<u>250.00</u>
Commissioner Travel/Seminar	
Meeting Expense	
Legal Services	<u>4,182.69</u>
Audit/Accounting Services	
Consultants	
Trustee's Commission	<u>627.79</u>
Debt Service/Loudon - Water Lines	
Santek-Tire Grant	
Engineering Services	<u>2,085.75</u>
Office Supplies	
Building and Contents Insurance	
Other: <u>Contracted Services-Mowing</u>	

Total Monthly Expense: 7,146.23

Change in Net Assets: 55,906.34



BEGINNING CASH BALANCE: \$ 2,468,869.58

CLOSURE RESERVES:	<u>\$ 978,494.95</u>
Total Closure Reserves and General Account	<u>\$ 2,524,775.92</u>
GENERAL ACCOUNT:	<u>\$ 1,546,280.97</u>

ENDING CASH BALANCE: \$ 2,524,775.92

CHANGE IN CASH POSITION \$ 55,906.34



650 25th Street, N.W., Suite 100
Cleveland, Tennessee 37311
(423) 303-7101
Toll Free: (800) 467-9160

Email: mail@santekenviro.com
Internet: www.santekenviro.com

Monthly Operations Report
Matlock Bend Landfill
February 12, 2013
Presented by:
Santek Environmental, Inc.

- I. OPERATIONS**
 - A. Tonnage Report
 - B. Customer Report
 - C. Inspections
 - D. Materials Classification Report
 - E. Tire Report

- II. ENGINEERING**
 - A. Remaining Airspace Utilization Schedule

- III. HOST & SECURITY FEES**

**LANDFILL TONNAGE VOLUME
MONTH ENDING -
JANUARY 2013**

MATLOCK BEND LANDFILL

MONTH	2012	2013	2012 TO 2013
JANUARY	21228.22	21183.26	-44.96
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	21228.22	21183.26	(44.96)

DAILY AVG FOR ANY
RUNNING 30 DAY PERIOD 675.16

CITY OF LOUDON

MONTH	2012	2013	2012 TO 2013
JANUARY	360.21	361.29	1.08
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	360.21	361.29	1.08

LOUDON COUNTY

MONTH	2012	2013	2012 TO 2013
JANUARY	455.80	453.60	-2.20
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	455.80	453.60	-2.20

WASTE SERVICES OF TN

MONTH	2012	2013	2012 TO 2013
JANUARY	3697.81	4596.48	898.67
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	3697.81	4596.48	898.67

LENOIR CITY

MONTH	2012	2013	2012 TO 2013
JANUARY	284.88	297.14	12.26
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	284.88	297.14	12.26

WASTE CONNECTIONS

MONTH	2012	2013	2012 TO 2013
JANUARY	0.00	0.00	0.00
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	0.00	0.00	-

**LANDFILL TONNAGE VOLUME
MONTH ENDING -
JANUARY 2013**

KIMBERLY CLARK - ASH

MONTH	2012		2013		2012 TO 2013	
	2012	2013	2012	2013	2012	2013
JANUARY	0.00	0.00	0.00	0.00	0.00	0.00
FEBRUARY						
MARCH						
APRIL						
MAY						
JUNE						
JULY						
AUGUST						
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						
TOTAL	0.00	0.00	0.00	0.00	-	-

TATE & LYLE - SLUDGE

MONTH	2012		2013		2012 TO 2013	
	2012	2013	2012	2013	2012	2013
JANUARY	1264.44	2186.05	1264.44	2186.05	921.61	0.00
FEBRUARY					0.00	0.00
MARCH					0.00	0.00
APRIL					0.00	0.00
MAY					0.00	0.00
JUNE					0.00	0.00
JULY					0.00	0.00
AUGUST					0.00	0.00
SEPTEMBER					0.00	0.00
OCTOBER					0.00	0.00
NOVEMBER					0.00	0.00
DECEMBER					0.00	0.00
TOTAL	1264.44	2186.05	1264.44	2186.05	921.61	0.00

PSC METALS INC

MONTH	2012		2013		2012 TO 2013	
	2012	2013	2012	2013	2012	2013
JANUARY	5439.68	5100.02	5439.68	5100.02	-339.66	0.00
FEBRUARY					0.00	0.00
MARCH					0.00	0.00
APRIL					0.00	0.00
MAY					0.00	0.00
JUNE					0.00	0.00
JULY					0.00	0.00
AUGUST					0.00	0.00
SEPTEMBER					0.00	0.00
OCTOBER					0.00	0.00
NOVEMBER					0.00	0.00
DECEMBER					0.00	0.00
TOTAL	5439.68	5100.02	5439.68	5100.02	(339.66)	0.00

TATE & LYLE - ASH

MONTH	2012		2013		2012 TO 2013	
	2012	2013	2012	2013	2012	2013
JANUARY	958.79	771.87	958.79	771.87	-186.92	0.00
FEBRUARY					0.00	0.00
MARCH					0.00	0.00
APRIL					0.00	0.00
MAY					0.00	0.00
JUNE					0.00	0.00
JULY					0.00	0.00
AUGUST					0.00	0.00
SEPTEMBER					0.00	0.00
OCTOBER					0.00	0.00
NOVEMBER					0.00	0.00
DECEMBER					0.00	0.00
TOTAL	958.79	771.87	958.79	771.87	(186.92)	0.00

KIMBERLY CLARK - PAPER WASTE

MONTH	2012		2013		2012 TO 2013	
	2012	2013	2012	2013	2012	2013
JANUARY	7975.38	6856.77	7975.38	6856.77	-1118.61	0.00
FEBRUARY					0.00	0.00
MARCH					0.00	0.00
APRIL					0.00	0.00
MAY					0.00	0.00
JUNE					0.00	0.00
JULY					0.00	0.00
AUGUST					0.00	0.00
SEPTEMBER					0.00	0.00
OCTOBER					0.00	0.00
NOVEMBER					0.00	0.00
DECEMBER					0.00	0.00
TOTAL	7975.38	6856.77	7975.38	6856.77	(1,118.61)	0.00



**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF SOLID WASTE MANAGEMENT
SOLID WASTE DISPOSAL FACILITY EVALUATION**

NAME OF SITE <i>Loudon County Matlock Bend</i>		REGISTRATION NUMBER <i>SNL 53-0203</i>		DATE <i>12/17/12</i>		
LOCATION (physical) <i> Hwy 32N off I-75 Loudon</i>		PURPOSE <input checked="" type="checkbox"/> Complete <input type="checkbox"/> Follow-up <input type="checkbox"/> Complaint <input type="checkbox"/> Other				
OWNER/OPERATOR <i>Loudon County / Sinter</i>		TYPE OF FACILITY <input checked="" type="checkbox"/> CLASS I <input type="checkbox"/> CLASS II <input type="checkbox"/> CLASS III <input type="checkbox"/> CLASS IV				
		V1	V2		V1	V2
Inadequate vector control	8010	___	___	Leachate improperly managed	8330	___
Access not limited to operating hours	8020	___	___	Inadequate leachate collection system	8340	___
Inadequate artificial or natural barrier	8030	___	___	Leachate observed at the site	8350	___
Inadequate information signs	8040	___	___	Leachate entering runoff	8360	___
Unsatisfactory access road(s)/parking area(s)	8050	___	___	Leachate entering a water course	8370	___
Certified personnel not present during operating hours	8060	___	___	Inadequate gas migration control system	8380	___
Unapproved salvaging of waste	8070	___	___	Inadequate maintenance of gas migration control system	8390	___
Evidence of open burning	8080	___	___	Potential for explosions or uncontrolled fires	8420	___
Inadequate fire protection	8090	___	___	Waste not confined to a manageable area	8430	___
Unsatisfactory litter control	8110	___	___	Improper spreading of waste	8440	___
Inadequate employee facilities	8120	___	___	Improper compacting of waste	8450	___
No communication devices	8130	___	___	Unsatisfactory initial cover	8460	___
Inadequate operating equipment	8140	___	___	Unsatisfactory intermediate cover	8470	___
Unavailability of backup equipment	8150	___	___	Unsatisfactory final cover	8480	___
Unavailability of cover material	8160	___	___	Excessive pooling of water	8490	___
Inadequate maintenance of runoff/runoff system(s)	8170	___	___	Unsatisfactory stabilization of cover	8510	___
Inadequate erosion control	8180	___	___	Dumping of waste into water	8520	___
Inadequate dust control	8190	___	___	Unsatisfactory records or reports	8530	___
Unauthorized waste accepted	8210	___	___	Groundwater monitoring system improperly maintained	8540	___
Unapproved special waste accepted	8220	___	___	Operation does not correspond with engineering plans	8570	___
Tires improperly handled	8230	___	___	Operation does not correspond with permit condition(s)	8580	___
Medical waste improperly handled	8240	___	___	Permit, plans, operating manual not available	8590	___
Dead animals improperly handled	8250	___	___	No operating scales	8610	___
Washout of solid waste	8270	___	___			
No permanent benchmark	8280	___	___			
Inadequate random inspection program	8290	___	___			
Mishandling of special waste	8300	___	___			
Buffer zone standard violated	8310	___	___			
Inadequate maintenance of leachate management system	8320	___	___			
COMMENTS:						
<i>Continue monitoring storm water, look for leachate runs w/ rain continues.</i>						
<i>No violations observed</i>						
PERSON INTERVIEWED (Signature) <i>J. H. ...</i>				INSPECTED BY (Signature) <i>Geolo ...</i>		
TITLE <i>MANAGER</i>				TITLE <i>Geolo ...</i>		
TIME OF DAY <i>11:19A</i>		WEATHER CONDITIONS <i>cloudy/dry</i>		COMPLIANCE DATE		

Distribution: Facility - White Field Office - Canary Central Office - XC



**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF SOLID WASTE MANAGEMENT
SOLID WASTE DISPOSAL FACILITY EVALUATION**

NAME OF SITE Landon County Matlock Road	REGISTRATION NUMBER JNL 13-0203	DATE 1/14/13
LOCATION (physical) Rwy 52A off I-75 Landon	PURPOSE (X) Complete () Follow-up () Complaint () Other	
OWNER/OPERATOR Landon County / Suntek	TYPE OF FACILITY (X) CLASS I () CLASS II () CLASS III () CLASS IV	

		V1	V2			V1	V2
Inadequate vector control	8010	___	___	Leachate improperly managed	8330	___	___
Access not limited to operating hours	8020	___	___	Inadequate leachate collection system	8340	___	___
Inadequate artificial or natural barrier	8030	___	___	Leachate observed at the site	8350	___	___
Inadequate information signs	8040	___	___	Leachate entering runoff	8360	___	___
Unsatisfactory access road(s)/parking area(s)	8050	___	___	Leachate entering a water course	8370	___	___
Certified personnel not present during operating hours	8060	___	___	Inadequate gas migration control system	8380	___	___
Unapproved salvaging of waste	8070	___	___	Inadequate maintenance of gas migration control system	8390	___	___
Evidence of open burning	8080	___	___	Potential for explosions or uncontrolled fires	8420	___	___
Inadequate fire protection	8090	___	___	Waste not confined to a manageable area	8430	___	___
Unsatisfactory litter control	8110	___	___	Improper spreading of waste	8440	___	___
Inadequate employee facilities	8120	___	___	Improper compacting of waste	8450	___	___
No communication devices	8130	___	___	Unsatisfactory initial cover	8460	___	___
Inadequate operating equipment	8140	___	___	Unsatisfactory intermediate cover	8470	___	___
Unavailability of backup equipment	8150	___	___	Unsatisfactory final cover	8480	___	___
Unavailability of cover material	8160	___	___	Excessive pooling of water	8490	___	___
Inadequate maintenance of runon/runoff system(s)	8170	___	___	Unsatisfactory stabilization of cover	8510	___	___
Inadequate erosion control	8180	___	___	Dumping of waste into water	8520	___	___
Inadequate dust control	8190	___	___	Unsatisfactory records or reports	8530	___	___
Unauthorized waste accepted	8210	___	___	Groundwater monitoring system improperly maintained	8540	___	___
Unapproved special waste accepted	8220	___	___	Operation does not correspond with engineering plans	8570	___	___
Tires improperly handled	8230	___	___	Operation does not correspond with permit condition(s)	8580	___	___
Medical waste improperly handled	8240	___	___	Permit, plans, operating manual not available	8590	___	___
Dead animals improperly handled	8250	___	___	No operating scales	8610	___	___
Washout of solid waste	8270	___	___				
No permanent benchmark	8280	___	___				
Inadequate random inspection program	8290	___	___				
Mishandling of special waste	8300	___	___				
Buffer zone standard violated	8310	___	___				
Inadequate maintenance of leachate management system	8320	___	___				

COMMENTS:

walk slopes as weather permits, address any leachate, fix any fills that develop
no violations observed

PERSON INTERVIEWED (Signature) <i>[Signature]</i>	INSPECTED BY (Signature) <i>[Signature]</i>
TITLE <i>MANAGER</i>	TITLE <i>GEOLOGIST</i>
TIME OF DAY <i>1030A</i>	WEATHER CONDITIONS <i>Rain Cloud</i>
COMPLIANCE DATE	

Distribution: Facility - White Field Office - Canary Central Office - XC

Materials Classification Report
Matlock Bend Landfill
Monthly Tonnage Summary January 2013

Material	Tonnage	2011 Sludge %		2012 Sludge %	
MSW					
MSW	<u>5,884</u>	January	xx	January	6%
		February	xx	February	8%
		March	16%	March	8%
		April	12%	April	9%
		May	13%	May	8%
		June	12%	June	8%
		July	11%	July	11%
		August	8%	August	10%
		September	6%	September	10%
		October	6%	October	12%
		November	6%	November	10%
		December	7%	December	10%
Total Special Waste	<u><u>15,299</u></u>				

Tires	67
Total Material	<u><u>21,250</u></u>
% MSW	<u><u>28%</u></u>
% Special Waste	<u><u>72%</u></u>
% Sludge	<u><u>11%</u></u>

2013 Sludge %		2014 Sludge %	
January	11%	January	xx
February	xx	February	xx
March	xx	March	xx
April	xx	April	xx
May	xx	May	xx
June	xx	June	xx
July	xx	July	xx
August	xx	August	xx
September	xx	September	xx
October	xx	October	xx
November	xx	November	xx
December	xx	December	xx

**2012-2013 Matlock Bend
Landfill Tire Report**

Month	Tonnage
Jul-12	29.45
Aug-12	34.25
Sep-12	17.27
Oct-12	15.98
Nov-12	36.29
Dec-12	22.44
Jan-13	21.46
Feb-13	
Mar-13	
Apr-13	
May-13	
Jun-13	
Total (tons)	177.14

Matlock Bend Landfill 2013 Airspace Projection / Construction Schedule

DATE	REMAINING AIRSPACE ¹ (CY)	MONTHLY TONNAGE	ACTUAL / PROJECTED ²	UTILIZATION FACTOR	MONTHLY VOLUME CONSUMED (CY)	ENDING MONTHLY REMAINING AIRSPACE (CY)
		19,243		1.15		
Sept. 19, 2012	816,825	-	-	-	-	-
Sept. 20-30, 2012	-	2,423	A	1.15	2,786	814,039
October	-	19,524	A	1.15	22,453	791,586
November	-	17,903	A	1.15	20,588	770,998
December	-	18,643	A	1.15	21,440	749,558
January '13	-	21,183	A	1.15	24,361	725,197
February	-	19,243	P	1.15	22,130	703,067
March	-	19,243	P	1.15	22,130	680,938
April	-	19,243	P	1.15	22,130	658,808
May	-	19,243	P	1.15	22,130	636,678
June	-	19,243	P	1.15	22,130	614,549
July	-	19,243	P	1.15	22,130	592,419
August	-	19,243	P	1.15	22,130	570,289
September	-	19,243	P	1.15	22,130	548,159
October	-	19,243	P	1.15	22,130	526,030
November	-	19,243	P	1.15	22,130	503,900
December	-	19,243	P	1.15	22,130	481,770

¹ = Remaining airspace based on Sept. 19, 2012 aerial survey.

Full Date - H

October-2015

² = Projected tonnages are based on a 3 month average per Matt Dillard on 6-2-09.

³ = Utilization rate based on the annual utilization rate per October 27, 2008 construction meeting (Avg. Utilization = 1.38 cy/ton)

Tonnage for Past 3 Months

November	17,903
December	18,643
January	21,183
Average	19,243

cc: Matt
Rob
Kenny F.
Cheryl
Ron
Chris
Levi
David M.
Jason



650 25th Street NW, Ste 100
Cleveland, TN 37311

Phone: (423) 303-7101
Toll Free: (800) 467-9160
www.santekenviro.com

February 11, 2013

Loudon County Solid Waste Disposal Commission
100 River Road
P.O. Box 351
Loudon, TN 37774

Dear Steve:

Pursuant to Section 10.6 and 10.7 of the Sanitary Landfill Operation Agreement between Loudon and Santek as of July 1, 2007, Santek agreed to pay the Commission a host fee and security fee as defined in the Agreement. The following recap reflects the calculation for the period January 1, 2013 to January 31, 2013:

Host Fees (Greater of below) –	
Total Tip Fees Billed	\$360,784.77
Host Fee Percentage	<u>4.00%</u>
	\$ 14,431.39
Minimum Fee	<u>\$ 10,652.00</u>

Security Fees (Greater of below) –	
Total Tonnage Received	21,183.26
Rate per ton	<u>\$ 1.00</u>
Total	\$ 21,183.26

Total Tip Fees Billed	\$360,784.77
Security Fee Percentage	<u>5.00%</u>
	\$ 18,039.24

Our checks in payment of the above fees have been remitted to the above address for the Commission. Should you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Andrew Kandy".

Andrew Kandy
Regional Controller

**PROPOSED AMENDMENT
TO THE
BYLAWS OF THE
LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION**

DECEMBER 11, 2012

Be it hereby proposed that the Bylaws of the Loudon County Solid Waste Disposal Commission be amended in Article IV (entitled "Officers"), Section 2 (entitled "Duties of Officers"), Subsection C (entitled "Secretary"), by deleting the current sentence in said subsection and substituting in lieu thereof the following new sentence:

"Unless another officer or person is charged with such responsibility by vote of the Commission. The Secretary shall be responsible for keeping the minutes of the Commission, shall attest to the authorized execution of any documents approved by the Commission and shall perform such other duties as may be required by the Commission."

Proposed: December 11, 2012

Adopted: _____

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

RESOLUTION ADOPTING AN AMENDMENT TO THE BYLAWS OF THE LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

WHEREAS, the Commission has determined that it is necessary and desirable to amend Article IV, Section 2C of its Bylaws to restate the enumerated duties of the Secretary of the Commission;

WHEREAS, the Commission reviewed and considered the proposed amendment to Article IV, Section 2C of its Bylaws at its regular meeting on December 11, 2012; and

WHEREAS, the Commission now desires to adopt the proposed amendment to Article IV, Section 2C of its Bylaws.

NOW, THEREFORE, BE IT RESOLVED BY THE LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION:

Section 1. That pursuant to Article V of the Commission's Bylaws, the Commission's Bylaws are hereby amended as follows:

That Article IV (entitled "Officers"), Section 2 (entitled "Duties of Officers"), Subsection C (entitled "Secretary") is amended by deleting the text of said section in its entirety and substituting in lieu thereof the following:

"Unless another officer or person is charged with such responsibility by vote of the Commission, the Secretary shall be responsible for keeping the minutes of the Commission, shall attest to the authorized execution of any documents approved by the Commission and shall perform such other duties as may be required by the Commission."

Section 2. This Resolution shall take effect from and after its passage.

Steve Field, Chairman

Date of Approval: _____

I, Robert Harrison, Secretary of the Loudon County Solid Waste Disposal Commission, do hereby certify that the foregoing is a full, true and correct copy of a Resolution of the Loudon County Solid Waste Disposal Commission, the caption of which is

RESOLUTION ADOPTING AN AMENDMENT TO THE BYLAWS OF THE LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

Said Resolution was duly adopted by the Commission at a regular meeting of said Commission held at 6:30 p.m. on Tuesday, February 12, 2013, as the same appears in the Minute Book of the Loudon County Solid Waste Disposal Commission.

Witness my hand and seal of Loudon County, this _____th day of February, 2013.

Robert Harrison, Secretary

KM **KENNERLY MONTGOMERY**
Attorneys & Counselors Since 1916

February 7, 2013

Steve Field, Chairman
LCSWDC
1240 Donna Drive
Lenoir City, Tennessee 37771

**Re: Loudon County Solid Waste Disposal Commission (10158)
Billing Statement for January 2013**

Dear Mr. Chairman:

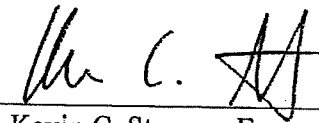
Enclosed please find our firm's statement for legal services rendered and expenses incurred on behalf of the Loudon County Solid Waste Disposal Commission ("LCSWDC") with respect to the general account for January 2013. Please note that this invoice reflects a \$2,071.00 courtesy discount to LCSWDC.

Please call me if you should have any questions regarding this invoice.

Very truly yours,

KENNERLY, MONTGOMERY & FINLEY, P.C.

By



Kevin C. Stevens, Esq.

KCS:ces

Enclosure

cc: Ms. Erin Rice, Loudon County Trustee's Office ✓

Kennerly, Montgomery & Finley, P.C.

550 Main Street, Fourth Floor

Knoxville, TN 37902

(865) 546-7311

Fax # (865) 524-1773

FEDERAL ID# 62-1257477

Erin Rice

Loudon County Solid Waste Disposal Commission

100 River Road #109

Loudon, TN 37774

January 31, 2013

INVOICE # : 181842

Prod: KCS

Client: 10158

STATEMENT

Matter: 10158-001

Loudon County Solid Waste Disposal Commission/General

For Professional Services Rendered January 31, 2013 :

12/11/2012	ALM	Email to Atty. Bud Gilbert re his attendance at the LCSWDC Board meeting 12/11/12.	0.10	\$0.00
12/26/2012	ALM	Email to Steve Field and Atty. Jon Peyton responding favorably to his request for documents.	0.10	\$0.00
12/26/2012	ALM	Email to Atty Jon Peyton and Joy Burkholder regarding the notice that is sent to the paper monthly announcing the LCSWDC's monthly meetings.	0.20	\$0.00
01/04/2013	KCS	Research legal requirements for By-Laws; Review By-Laws; Review Interlocal Government Agreement; Review Santex Operation Agreement	2.20	\$0.00
01/07/2013	ALM	Review and analysis of the documents needed and their whereabouts to provide Commissioner Steve Field with two copies of the LCSWDC Commissioner's Manuals and a DVD for placement of the manual on their website.	2.00	\$0.00
01/07/2013	KCS	Revise Brown and Caldwell Agreement; Revise GeoSyntek Agreement; Research required provisions for By-Laws	1.80	\$387.00

Kennerly, Montgomery & Finley, P.C.

550 Main Street, Fourth Floor

Knoxville, TN 37902

(865) 546-7311

Fax # (865) 524-1773

FEDERAL ID# 62-1257477

Matter: 10158-001

January 31, 2013

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Date	Initials	Description	Hours	Amount
01/08/2013	ALM	Compiling and categorizing of all needed documents to complete the LCSWDC Commissioner's Manual; researching and discovering the whereabouts of sections which are stored on our system in an effort to use electronic versions to assure cleaner copies.	2.00	\$0.00
01/08/2013	JHP	Coordinate title and survey work for the Atchley property exchange; attend LCSWDC monthly meeting.	3.50	\$752.50
01/08/2013	KCS	Revise December Meeting Minutes; Attend January Commission Meeting (no charge)	0.30	\$64.50
01/09/2013	ALM	Review and analysis of the manual provided by Commissioner Steve Field to use as a template; copying and redacting of documents to create clean copies for the new manuals.	2.00	\$0.00
01/09/2013	KCS	Revise GeoSyntek Master Services Agreement and Service Order; Revise Brown and Caldwell Proposal and Environmental Services Terms and Conditions; Research legal authority of Commission to hold and convey real property; Draft correspondence to Blue Ridge Realty regarding Atchley Commission Invoice; Prepare archives of previous meeting minutes and records	1.80	\$387.00
01/10/2013	ALM	Created a template, cover page, and section sheets for the DVD version of the manual for the website; redacted handwriting, notes, and visible hole punch markings to create the DVD version.	2.00	\$0.00
01/10/2013	KCS	Revise GeoSyntek Professional Services Agreement; Revise Brown and Caldwell Proposal; Prepare archives of meeting minutes and commission records; Correspondence with client regarding GeoSyntek and Brown and Caldwell contract revisions; Research authority of commission to purchase real property and Procurement Laws for Cities of Loudon and Lenoir City; Review Open Records Policy and Commissioner Term Analysis; Prepare Commissioner Manuals	2.50	\$537.50
01/11/2013	JHP	Conference with S. Field and K. Stevens to discuss LCSWDC open legal items.	2.00	\$430.00

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January 31, 2013

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Date	Code	Description	Hours	Amount
01/11/2013	KCS	Research legal issues related to authority of Commission to purchase and hold land; Prepare archives of meeting minutes and corporate documents; Prepare Commissioner Manuals; Meeting with S. Field regarding pending legal matters and corporate documents; Correspondence with R. Harrison regarding execution of Resolution Authorizing Atchley Property Exchange	3.70	\$795.50
01/14/2013	ALM	Review and analysis of all documents for the manuals; redacted all additional markings; made copies from the redacted documents to create clean originals; compiled (2) new manuals; made duplicate copies to create the DVD version; made a PDF and burned (2) DVDs for the website; and presented the same to Commissioner Steve Field for his review.	2.50	\$0.00
01/14/2013	ALM	Research of the LCSWDC's Management Discussion and Analysis reports previously provided by Atty. C. Coulter Gilbert and forwarded the same to Attys. Kevin Stevens and Jon Peyton. for their review.	1.00	\$0.00
01/14/2013	ALM	Research in regards to a client assignment requesting suggestions for minute books to house LCSWDC's monthly minutes and other pertinent Commission documents; email to Commissioner Steve Field with a minute book suggestion, the particulars about the book, and cost.	1.50	\$0.00
01/14/2013	ALM	Email to Commissioner Steve Field regarding obtaining clarity in regards to the housing of the board meeting minutes.	0.10	\$0.00
01/14/2013	KCS	Correspondence with client regarding Management Discussion and Analysis and meeting minutes; Prepare archives of meeting minutes and corporate records; Research legal issues regarding authority of of commission to purchase and hold real property; Draft Management Discussion and Analysis Outline; Review Loudon County Open Records Policy	1.30	\$279.50

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January 31, 2013

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Date	Code	Description	Hours	Amount
01/15/2013	ALM	Email from Commissioner Steve Field requesting that the LCSWDC October, November and December executed minutes be sent to him via PDF; email to Mr. Field forwarding the same.	0.20	\$0.00
01/15/2013	ALM	Telephone conference with Mr. Field regarding the cost of the suggested minute book and creating or finding something that would be more cost efficient.	0.10	\$0.00
01/15/2013	ALM	Email and multiple telephone conferences with Commissioner Steve Field to coordinate the exchange of the Board minutes and Commissioner's Manual via courier; coordinating of the courier to do the same.	0.20	\$0.00
01/15/2013	KCS	Prepare Commissioner's Manual; Draft correspondence to S. Field regarding B. Gilbert billing during the suspension of his law license; Email to S. Field regarding law firm billing and pending assignments; Review Loudon County Policies for Open Records Requests and Expense Reimbursement; Review Santek Operating Agreement; Review financial statements for LCSWDC	1.30	\$279.50
01/16/2013	BAB	Research re requirements for creating landlocked parcel; office conference with J. Peyton re same.	1.90	\$0.00
01/16/2013	JHP	Coordinate finalization of Atchley survey; conference call with SouthEastern Title to discuss Atchely acquisition.	0.50	\$107.50
01/16/2013	KCS	Correspondence with client and Blue Ridge Realty regarding Atchley Closing; Review Loudon County purchasing policies	0.40	\$86.00
01/18/2013	ALM	Review and analysis of LCSWDC's minutes from 2003 to present to determine if and when an Open Records Policy was established; research forwarded to Atty. Kevin Stevens for his review.	1.50	\$0.00

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January 31, 2013

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Date	Code	Description	Hours	Amount
01/18/2013	KCS	Research legal requirements for document disclosure under Tennessee Open Records Act; Draft Open Records Request Form; Meeting with client regarding open records issues and Atchley closing; Prepare Commissioner's Manual; Research archived meeting minutes for consideration of open records policy	1.60	\$344.00
01/21/2013	ALM	Review and analysis of the email from Commissioner Steve Field forwarding the requested revisions to the Commissioner's Manual; email to Mr. Field proposing the most efficient way to facilitate his request; meetings with Attys. Jon Peyton and Kevin Stevens regarding same.	0.50	\$0.00
01/21/2013	KCS	Meeting with Attorney Bowman regarding authority of Loudon County to assess taxes and fees; Correspondence with client regarding Open Records Policy and Loudon County taxing authority; Research Open Records Act requirements and Loudon County Open Records Policy; Review archive meeting minutes related to open records policy and requests	1.20	\$258.00
01/22/2013	ALM	Further review and analysis and completion of the requested changes to the Commissioner's Manual and DVD for the website; meeting with Attys. Kevin Stevens and Jon Peyton regarding same.	1.50	\$0.00
01/22/2013	KCS	Correspondence with client and Attorney Bowman regarding meeting with Loudon County Mayor; Review legal opinion from Attorney Bowman regarding authority of Loudon County relative to LCSWDC	0.50	\$107.50
01/24/2013	ALM	Telephone conference with Commissioner Steve Field requesting that I email him the edited pages for insertion in the county's manual; email to Mr. Field with PDFs of the same, as requested; meeting with Attys. Kevin Stevens and Jon Peyton regarding same.	1.00	\$0.00

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January 31, 2013

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01/25/2013	KCS	Research legal requirements for Municipal Solid Waste Boards and Authorities; Research whether Loudon County can assess a tax or special assessment on tipping fees	1.20	\$258.00
01/28/2013	KCS	Research whether Loudon County can assess a tax or assessment on tipping fees; Review correspondence regarding Atchley closing	1.00	\$215.00
01/29/2013	ALM	Email to Attys. Kevin Stevens and Jon Peyton regarding the procedure for timely and accurate distribution of the edits for LCSWDC's monthly board meeting minutes.	0.20	\$0.00
01/29/2013	KCS	Research legal issues regarding authority of Loudon County to levy tax or assessment on tipping fees; Revise January Commission Meeting Minutes; Review correspondence related to Atchley claim; Correspondence with client regarding Meeting Minutes; Research archive minutes related to travel and expense policy	1.40	\$301.00
01/30/2013	ALM	Review and analysis of LCSWDC's minutes from 2009 thru 2012 to determine when the Travel and Expense Reimbursement Policy was adopted; report same to Atty. Kevin Stevens.	1.50	\$0.00
01/30/2013	JHP	Review Atchley plat and provide comments to Benchmark surveying; conference call with Mike Campbell at Loudon Co. Assessor's office regarding Atchley roll back taxes; conference call with Benny Mooreman at Benchmark Surveying regarding Atchley plat.	3.00	\$645.00
01/30/2013	KCS	Research archived minutes related to Open Records and Expense Reimbursement Policies; Correspondence with client regarding Atchley transaction issues	0.40	\$86.00
01/31/2013	JHP	Review Atchley title and commitment and provide comments.	0.50	\$107.50
01/31/2013	KCS	Calls with GeoSyntek regarding Santek Operation Agreement provisions; Research archived meeting minutes related to travel and reimbursement policy; Revise Loudon County Open Records Policy forms	0.80	\$172.00

Total Fees:

\$6,600.50

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Matter: 10158-001

January 31, 2013

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For Disbursements Incurred:

12/31/2012	Check # 163297 Loudon County News Herald; disbursement for: ; Misc.	\$90.10
01/24/2013	Check # 163495 Nick Baxter; disbursement for: ; Mileage - 50.2 miles - 1-15-13	\$25.10

Total Disbursements Incurred \$115.20

Recapitulation

Name	Hours	Rate	Amount
Angela Moblev	20.20	\$65.00	\$0.00
Brittany Brent	1.90	\$150.00	\$0.00
Jon Peyton	9.50	\$215.00	\$2,042.50
Kevin Stevens	23.40	\$215.00	\$4,558.00

For Professional Services	55.00	\$6,600.50
For Disbursements Incurred		\$115.20

Total This Invoice \$6,715.70

Balance Forward ~~13,734.63~~

Total Due \$20,450.33

* 2/12-C to Kennerly, Montgomery & Finley to find out what makes up total for balance forward. I only show a previous total due of \$ 5417.95. Lm for Leanne Carringer. a.l.r.

KM **KENNERLY MONTGOMERY**
Attorneys & Counselors Since 1916

January 15, 2013

Steve Field, Chairman
LCSWDC
1240 Donna Drive
Lenoir City, Tennessee 37771

Via E-Mail
and First Class Mail

**Re: Loudon County Solid Waste Disposal Commission (10158)
Legal Invoices for September through November of 2011**

Dear Mr. Chairman:

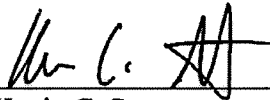
You have requested that our law firm confirm that attorney Bud Gilbert did not charge the Loudon County Solid Waste Disposal Commission ("LCSWDC") any legal fees during the period in which his law license was suspended by the Tennessee Board of Professional Responsibility. I am informed that Mr. Gilbert's law license was suspended from September 1, 2011 through November 17, 2011. After a thorough review of our law firm's accounting records, I can confirm that Mr. Gilbert did not charge LCSWDC any legal fees during the period of his suspension.

For your reference, I have attached hereto copies of our firm's legal invoices sent to LCSWDC during the period of Mr. Gilbert's suspension to confirm that Mr. Gilbert did not charge LCSWDC any legal fees during this time period. The firm legal invoice for services rendered from September 1 through September 30, 2011 reflects that Mr. Gilbert did not charge any legal fees during this period and that the only fees charged to LCSWDC were attributable to work performed by other attorneys in the firm. Next, the firm did not send LCSWDC a legal invoice for the period from October 1 through October 31, 2011 as no legal fees were charged by the firm during this time period. Finally, the firm legal invoice for services rendered from November 1 through November 30, 2011 reflects that the first billing entry from Mr. Gilbert occurred on November 18, 2011, after his suspension was lifted by the Tennessee Board of Professional Responsibility.

I hope that this information resolves any concerns that LCSWDC may have regarding Mr. Gilbert's billing during the period of his suspension. Please do not hesitate to contact me if you have any questions regarding this matter.

Very truly yours,

KENNERLY, MONTGOMERY & FINLEY, P.C.

By 
Kevin C. Stevens

KCS:ces
Enclosures

KENNERLY, MONTGOMERY & FINLEY, P.C.
550 MAIN STREET, FOURTH FLOOR | KNOXVILLE, TENNESSEE 37902
P.O. BOX 442 | KNOXVILLE, TENNESSEE 37901
PH (865) 546-7311 | FX (865) 524-1773 | WWW.KMFPC.COM

Kennerly, Montgomery & Finley, P.C.

550 Main Street, Fourth Floor

Knoxville, TN 37902

(865) 546-7311

Fax # (865) 524-1773

FEDERAL ID# 62-1257477

Erin Rice
Loudon County Solid Waste Disposal Commission
100 River Road #109
Loudon, TN 37774

November 29, 2011

INVOICE # : 176505

Prod: CCG

Client: 10158

STATEMENT

Matter: 10158-001

Loudon County Solid Waste Disposal Commission/General

For Professional Services Rendered Through September 30, 2011:

09/12/2011	JHP	Review settlement statement, Warranty Deed, Title Commitment, and owner affidavit regarding the purchase of the Ryan property; Draft correspondence to Southeastern title requesting revision to Ryan property closing documents	1.50 Hrs
09/19/2011	JHP	prepare closing instruction letter for Ryan closing; coordinate closing with title agent and client	1.80 Hrs
09/28/2011	JHP	Finalize Memorandum Agreement for Atchley property and send for recording in Loudon County Register of Deeds.	0.50 Hrs
09/29/2011	JHP	Draft letter to TN Department of Revenue regarding refund of Transfer Taxes.	0.50 Hrs
Total Fees:			\$559.00

For Disbursements Incurred:

09/13/2011	Copies - Qty. : 322	\$64.40
09/13/2011	Copies - Qty. : 42	\$8.40
09/28/2011	Copies - Qty. : 18	\$3.60
09/28/2011	Federal Express	\$12.62
09/28/2011	Check # 160438 Loudon County Register of Deeds; disbursement for: ; Register of Deeds Memorandum Agreement filing-Atchley property	\$37.00

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Matter: 10158-001

November 29, 2011

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09/30/2011	Check # 160452 Ron Laffitte; disbursement for: ; Mileage - 85.4 miles 9-20-11	\$42.70
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Recapitulation

Name	Hours	Rate	Amount
Jon Peyton	4.30	\$130.00	\$559.00

For Professional Services	4.30		\$559.00
For Disbursements Incurred			\$168.72
<u>Total This Invoice</u>			<u>\$727.72</u>

Total Due		<u>\$727.72</u>
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Fax # (865) 524-1773

FEDERAL ID# 62-1257477

December 9, 2011

Erin Rice

Loudon County Solid Waste Disposal Commission

100 River Road #109

Loudon, TN 37774

INVOICE # : 176962

Prod: CCG

Client: 10158

STATEMENT

Matter: 10158-001

Loudon County Solid Waste Disposal Commission/General

For Professional Services Rendered Through November 30, 2011:

11/08/2011	JHP	Attend LCSWDC monthly meeting; deliver legal report to commmission.	2.00 Hrs
11/18/2011	CCG	review draft audit report from Richard Hill, email to Jon Peyton re same, emails to Richard Hill re review meeting and request for word copy of report; email to Richard Hill re audit notes and suggested changes to same; email to administrative assistant re pdf of October minutes, work on pdf project for prior minutes, three emails from Richard Hill re audit report, review email from Steve Field re TDEC survey.	2.20 Hrs
11/18/2011	JHP	Meeting with R. Hill and S. Field to discuss annual audit	2.00 Hrs
11/21/2011	CCG	email pdf of October minutes to Steve Field, revise pending legal assignment list, conf. w/ Atty Jon Peyton re audit meeting and pending assignments; email revised assignment list to Steve Field, review prior emails related to Commission for month of November	1.00 Hrs
11/22/2011	CCG	email from Steve Field re assignment list, revise list and email to S. Field, email from Steve Field re audit report and effect of Santek operations on same, review Santek email reply, review Richard Hill's response email, work on management discussion for audit	1.30 Hrs
11/30/2011	CCG	Review Jon Peyton research on bidding question	0.50 Hrs
11/30/2011	JHP	Research whether LCSWDC may accept proposal for aerial survey without bid.	1.50 Hrs

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Matter: 10158-001

December 9, 2011

2

Total Fees:

\$1,715.00

For Disbursements Incurred:

10/11/2011	Copies - Qty. : 42	\$8.40
11/08/2011	Copies - Qty. : 16	\$3.20
11/14/2011	Check # 160728 Loudon County News Herald; disbursement for: ; Misc.	\$636.00

Recapitulation

Name	Hours	Rate	Amount
C. Coulter Gilbert	5.00	\$200.00	\$1,000.00
Jon Peyton	5.50	\$130.00	\$715.00

For Professional Services 10.50 \$1,715.00

For Disbursements Incurred \$647.60

Total This Invoice **\$2,362.60**

Total Due **\$2,362.60**

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Fax # (865) 524-1773

FEDERAL ID# 62-1257477

Erin Rice
Loudon County Solid Waste Disposal Commission
100 River Road #109
Loudon, TN 37774

January 9, 2013

INVOICE #: 181539

Prod: CCG

Client: 10158

STATEMENT

Matter: 10158-001

Loudon County Solid Waste Disposal Commission/General

For Professional Services Rendered Through September 30, 2012:

09/04/2012	CCG	Email from Commissioner Sitzlar re Larry Jamison and his possible participation on the master planning committee for the landfill.	0.10 Hrs
09/11/2012	BSC	Conference with Atty Bud Gilbert regarding correction of Commissioners' terms. Preparing spreadsheet showing Commissioner terms for use at Commission meeting.	1.60 Hrs
09/11/2012	CCG	Finish review of August minutes; prepare revised and clean copies of same; email revised minutes to Chairman Steve Field and Cheryl Dunson; email draft minutes to LCSWDC Commissioners; call and email with Leo Bradshaw re submittals received by his office to date on the Landfill review RFP; review emails and attachment from Chairman Field re CTAS's preliminary viewshed analysis; conference with Atty. Briton Collins re his research findings on the terms of LCSWDC's commissioners and his preparation of a term history chart; call to Cheryl Dunson re tonight's meeting agenda and review her email with agenda; call with Chairman Field re tonight's meeting and discuss options for evaluating Landfill review RFP proposals; revise Master Plan Advisory Committee charter; revise the Fifth Thursday agenda; attend LCSWDC meeting (adjourned at 9:50 p.m.); post meeting discussions with Chairman Field and Gordon Harless (left Loudon County Annex at 10:10 p.m.); return travel to residence no charge (0.5 hrs.).	6.70 Hrs

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January 9, 2013

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09/12/2012	CCG	Voice mail to Leo Bradshaw about erroneous date in final RFP; emails with Leo Bradshaw re same (no charge 0.3 hrs.); Review email from Knoxville News Sentinel reporter Hugh Willett re Lawrence Johnson comments involving LCSWDC and his allegations of my inappropriate control over LCSWDC meetings, minutes and other commission affairs; emails with H. Willett requesting response deadlines and other information for same; emails with Chairman Steve Field regarding same; preparation of detailed response to H. Willett providing answer and details to 8 questions raised by Mr. Willett; proof, revise and send email to Mr. Willett; review response email from Mr. Willett (time reviewing and responding to Mr. Willett's inquiries was written down by 2.0 hrs. because it concerned false allegations regarding my representation of the LCSWDC).	1.00 Hrs
09/13/2012	BSC	Preparing LCSWDC Commissioner Term History Analysis spreadsheet.	0.50 Hrs
09/13/2012	CCG	Emails with Chairman Steve Field re Hugh Willett's emails and his expected news article in the Knoxville News Sentinel; email with Chairman Field confirming meeting on September 21, 2012 and his additional assignment in preparation for same; update assignment list from meeting earlier in the week.	0.50 Hrs
09/14/2012	BSC	Preparing Commissioner Term Analysis spreadsheet.	1.00 Hrs

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January 9, 2013

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09/17/2012	CCG	Call with Chairman Steve Field yesterday (Sunday) re assignment needs and news article on Matlock Bend Landfill (no charge); review Friday's emails from Chairman Steve Field regarding Santek's annual "rate" letter and second email requesting my research regarding rate questions and the effect of Santek's operating contract on same; review Sunday's emails between Chairman Field and Auditor Richard Hill on RFP for landfill review and his Sunday night email requesting review and comment on his proposed letter to Loudon County Mayor and Loudon County Commissioners; review News Sentinel article regarding landfill and its operations and emails from Commissioner Harrison, Commissioner Sitzlar and Auditor Richard Hill on the same; call with Chairman Field re response to article and his planned communication with Loudon County officials; respond to Chairman Field's and Commissioner Harrison's request for possible talking points; call with Commissioner Harrison on same; review email with suggested talking points from Commissioner Harrison; revise Chairman Field's draft letter to Loudon County officials regarding three landfill topics; prepare a redlined version of same and pdf exhibit of H. Willett's Knoxville News Sentinel news article and email Chairman Field; email same to Commissioner Harrison and Commissioner Sitzlar; emails to Chairman Field regarding concerns and comments from other commissioners regarding the Willet news article; call with Chairman Field on the same; email revised letter to Loudon County officials and subject news article to all LCSWDC commissioners; response emails from Chairman Field and Commissioner Harrison reporting on his appearance at City of Loudon city council meeting.	2.50 Hrs
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January 9, 2013

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09/21/2012	CCG	Lunch meeting with Chairman Steve Field to update him and discuss various pending projects affecting the LCSWDC and its landfill (no charge for lunch meeting); continue discussions at office with Chairman Field re: Loudon County recycling grant with Lenoir City and Loudon City, Commissioner Harrison's emails re same and proposed recycling efforts, upcoming agenda for Fifth Thursday's meeting with local government officials and the use of possible survey, questions for survey, RFP process for landfill review, its evaluation process and use of interview/presentations for lead proposers, need for legislative research on 25% reduction number as well as new penalties for noncomplying cities, recent Knoxville News Sentinel article regarding landfill operations, LCSWDC commissioner term history research, and pending legal assignment list; emails with Leo Bradshaw re results of RFQ process; conference with Atty. Briton Collins re needed revisions to LCSWDC commissioner term history chart; review Commissioner Harrison's emails to reporter at News Herald.	2.90 Hrs
09/24/2012	ALM	Scanned and created PDFs of (6) Matlock Bend Landfill responses to RFP per client request.	0.75 Hrs
09/24/2012	BSC	Conferences with Atty. Bud Gilbert regarding commissioner term analysis spreadsheet and preparing guidelines for grading of compliance consultants.	0.80 Hrs
09/24/2012	CCG	Review Chairman Steve Field's email from Sunday forwarding Commissioner Don Miller's email with questions regarding the Knoxville News Sentinel article; receipt and review of Commissioner Harrison's email re same and providing his analysis on the special waste streams at the landfill; conference with Atty. Briton Collins re LCSWDC commissioner terms chart and needed revisions to same; emails with Loudon County Purchasing Agent Leo Bradshaw confirming arrangements to pick up the response proposals to the RFQ for the landfill review; assist with conversion of nine (9) proposals to pdf files for distribution to LCSWDC commissioners; conference with Atty. Collins re needed evaluation form for the RFQ response submittals and development of instructions for same; emails with Chairman Steve Field re same with pdf attachments for all RFP proposal submittals (9).	1.50 Hrs

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Matter: 10158-001	January 9, 2013	5	
09/25/2012	BSC	Preparing compliance consultant grading sheet. Researching applicable state laws regarding contracting for engineering services. Conference and email with Atty. Bud Gilbert regarding same.	1.50 Hrs
09/25/2012	CCG	Email from Commissioner Sitzlar re observations regarding Loudon County Commissioner Don Miller's recent inquiry regarding landfill operations; email from Atty. Briton Collins regarding his research findings on procurement requirements for engineering services; review statutes on same and response email to Atty. Collins for additional analysis; review email from Chairman Steve Field.	0.50 Hrs
09/27/2012	BSC	Preparing Commissioner Term History Analysis spreadsheet.	1.70 Hrs
09/27/2012	CCG	Email from Atty. Briton Collins re his LCSWDC commissioner term analysis and review chart for same; response to Atty. Collins on same; work on revisions to Atty. Collins draft score card/evaluation sheet for the pending RRQ landfill review; review state law requirements regarding procurement of engineering service; research related to same; incorporate submittal candidates into Atty. Collins form draft; work on instructions for same (time written down by 1.5 hrs.); email score card/evaluation form to Chairman Steve Field.	1.80 Hrs
09/28/2012	BSC	Phone conference with Chairman Steve Field regarding rules on contracting for engineering services and applicability to LCSWDC compliance review.	0.40 Hrs
09/28/2012	CCG	Continue work on RFP evaluation grade sheet; email to Steve Field; telephone call with Steve Field to discuss evaluation grading sheet, issues presented by statutory procurement requirements that may apply to the selection of engineering firms, and discuss Chairman Field's proposed presentation to Loudon County Commission for upcoming Monday meeting.	1.30 Hrs
<u>Total Fees:</u>			<u>\$5,779.75</u>
<u>For Disbursements Incurred:</u>			
09/05/2012	Check # 162502	Loudon County News Herald; disbursement for: ; Misc.	\$90.10

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Matter: 10158-001 January 9, 2013 6

09/11/2012	Laser Color Copies -60	\$30.00
09/11/2012	Check # 163355 Bud Gilbert; disbursement for: ; Travel Expense - 60 miles	\$30.00
09/30/2012	Check # 162697 Loudon County News Herald; disbursement for: ; Misc.	\$90.10

Recapitulation

Name	Hours	Rate	Amount
Angela Moblev	0.75	\$65.00	\$48.75
Briton Collins	7.50	\$150.00	\$1,125.00
C. Coulter Gilbert	18.80	\$245.00	\$4,606.00

For Professional Services	27.05	\$5,779.75
For Disbursements Incurred		\$240.20
Total This Invoice		\$6,019.95

Balance Forward ~~\$4,182.69~~ Pd 1/15 al.R.

5,779.75 x Total Due \$10,202.64

10 %

577.98 *

10% Late Billing Credit \$ 577.97CR

0.00 *

Total Due \$ 9,624.67

6,019.95 +

577.98 -

5,441.97 *

Total due for September services. al.R.

1/2 - Total due = 5441.98 per ~~Kennerly~~ Kennerly, Montgomery & Finley. al.R.

5441.98



2240 Sutherland Avenue, Suite 107
Knoxville, TN 37919
PH 865.330.0037
FAX 865.330.9949
www.geosyntec.com

12 February 2013

Loudon County Solid Waste Disposal Commission
Attn: Steve Field

Dear Mr. Field

Per your request, Geosyntec is providing this letter to summarize our current progress with the Matlock Bend Landfill Review. The following items reflect our current status with the project:

- Completed most interviews with commissioners and others – will finalize interviews within the next two weeks
- Completed compliance inspection with the exception of walking the storm water drainage channel with Ted Sitzlar
- 75% complete with truck/scale house observations
- Completed waste compaction observations
- Currently seeking clarification on specific contract terms – ongoing conversations with lawyers
- 90% complete with financial reviews
- Need to locate closure and post-closure plan that was approved with TDEC – does not appear to be housed in the Knoxville Environmental Field Office
- Request a two to three week extension on draft to track down some unresolved issues such as closure plan review, interviews, comparison of weigh tickets with observations, etc.

Please let me know if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "L. Leroy Leonard".

L. Leroy Leonard
Project Scientist

**MASTER
PROFESSIONAL SERVICES AGREEMENT
FOR US PROJECTS
BETWEEN GEOSYNTEC
CONSULTANTS, INC. AND**

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

This Professional Services Agreement ("Agreement") is made effective as of November 21, 2012, by and between Geosyntec Consultants, Inc. (hereinafter "Consultant/Engineer" or "C/E"), with its principal office located at 900 Broken Sound Parkway, Suite 200, Boca Raton, FL 33487, and Loudon County Solid Waste Disposal Commission ("Client"), located at Loudon, Tennessee. This Agreement shall cover Services performed by C/E on various Client projects as authorized in mutually acceptable Service Orders.

NOW, THEREFORE, in consideration of the promises set forth below, the parties hereby agree as follows:

1. SERVICE ORDERS

The Scope of Services ("Services") and the schedule and charges for the Services are to be set forth in a written Service Order or Service Orders to this Agreement. The terms and conditions of this Agreement shall apply to each Service Order, except to the extent expressly modified by the Service Order. Unless otherwise stated in the Service Order, the method of charging for the Services shall be on a time and materials basis, shall be in US dollars, and shall be based on the Rate Schedule in effect when the Services are performed, unless otherwise provided in C/E's proposal. The rates shall be subject to annual adjustment based on the mutual consent of the parties. The rates are inclusive of all taxes except such value added, sales, service or withholding taxes that are imposed in some jurisdictions, for which such taxes shall be reimbursable by Client. Where charges are "not to exceed" a specified sum, C/E shall notify Client before such sum is exceeded and shall not continue to provide the Services beyond such sum unless Client authorizes an increase in the sum. If a "not to exceed" sum is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total sum is not exceeded. Rates for days of actual testimony at depositions, trials, or hearings will be two times the rate shown on the Rate Schedule.

2. PAYMENT CONDITIONS

C/E periodically shall submit invoices to Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall notify C/E of the objection within fifteen (15) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. Client shall pay an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law, whichever is the lesser, for any payment received by C/E more than thirty (30) days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by C/E against Client for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party by the other party.

In addition to the above, if payment of C/E invoices is not maintained on a thirty (30) day current basis, C/E may, by ten (10) days' written notice to Client, suspend further performance and withhold any and all data from Client until such invoice payments are restored to a current basis.

3. CONSTRUCTION PROCEDURES

C/E shall not be responsible for the acts or omissions of other parties engaged by Client, and shall not have control or charge of and shall not be responsible for their construction means, methods, techniques, sequences, or procedures, or for their safety precautions and programs.

4. **RECOGNITION OF RISK**

Client recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. It is further recognized that the state of practice, particularly with respect to contaminated site and waste conditions, is changing and evolving, and, further, that certain of the governmental regulations relating to hazardous waste sites purport to require achievement of results which cannot be accomplished in an absolute sense (e.g., the construction of entirely impermeable liners).

5. **STANDARD OF CARE**

C/E shall be obligated to comply with applicable professional standards of care in the performance of the Services but does not guarantee results. C/E shall also comply with all applicable state, federal, and local laws, executive orders, rules, and regulations.

6. **RISK ALLOCATION**

The liability of C/E, its employees, agents, and subcontractors (hereinafter for purposes of this Section 6 referred to collectively as "C/E"), for Client's claims of loss, injury, death, damage, or expense, including, without limitation, third party claims for contribution and indemnification with respect to such claims, relating to services rendered or obligations imposed under this Agreement or any Service Order issued hereunder (hereinafter "Client's Claims"), shall not exceed, in the aggregate, the greater of \$100,000 or C/E's charges under the applicable Service Order ("the Limit"). If Client seeks recovery of damages in excess of the Limit from third parties, Client shall, to the extent permitted by the law, defend and indemnify C/E against any resulting claims by such third parties back against C/E with respect to such excess.

In addition, neither Client nor C/E shall be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors.

The foregoing limitations of liability shall apply regardless of whether the claim is caused by breach of contract or negligent act or omission or other wrongful act, but shall not apply if caused by willful misconduct.

7. **INDEMNIFICATION**

If any claim is brought against Client and/or C/E, its employees, agents, and subcontractors (hereinafter for purposes of this Section 7 referred to collectively as "C/E"), by a third party, relating in any way to services under this Agreement, including all Service Orders, then, to the extent permitted by the law and subject to the allocation of risk under Section 6 above, C/E and Client shall each indemnify the other against any loss or judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees, and other contractors). Unless C/E was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused the damage, injury, or loss asserted in the third-party claim, Client shall indemnify, defend, and hold C/E harmless against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

8. INSURANCE

C/E shall maintain during the term of this Agreement the following minimum insurance coverage:

- | | |
|---|-------------------------------------|
| (i) Workers' Compensation | - Statutory |
| Employer's Liability | - \$1,000,000 per occurrence |
| (ii) Commercial General Liability | - \$1,000,000 combined single limit |
| (iii) Comprehensive Automobile Liability | - \$1,000,000 combined single limit |
| (iv) Professional Liability | - \$1,000,000 per claim |

C/E shall provide Client with an insurance certificate upon Client's request. Client shall be named as an additional insured on insurance policies ii and iii above.

9. RIGHT OF ENTRY

Client grants to C/E, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by C/E, its employees, agents, and subcontractors, upon the project site for the purpose of providing the Services.

10. HAZARDOUS SUBSTANCES

All nonhazardous samples and by-products from sampling processes in connection with the Services shall be disposed of by C/E in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, hazardous materials, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with applicable law by C/E and turned over to Client for appropriate shipping and disposal. C/E shall not arrange or otherwise dispose of Hazardous Substances in connection with this Agreement. C/E, at Client's request, may assist Client in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but C/E shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. If Client insists upon the signing of such manifests by C/E's agents or employees, such signing shall be as Client's agent so that C/E will not be considered to be a generator, transporter, or disposer of such Hazardous Substances, and Client shall indemnify C/E against any claim or loss resulting from such signing and from C/E's non-negligent handling of Hazardous Substances. If unanticipated Hazardous Substances or conditions are encountered, C/E may suspend work for safety reasons until mutually agreeable arrangements are made, which may involve amendments to this Agreement.

11. CONFIDENTIALITY

C/E will maintain as confidential any documents or information provided by Client and will not release, distribute, or publish same or C/E's test results to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

12. USE OF DOCUMENTS

Provided that C/E has been fully paid for the Services, Client shall have the right to use the documents, maps, photographs, drawings, and specifications resulting from C/E's efforts on the project. Reuse of any such materials by Client on any extension of this project or any other project without C/E's written authorization shall be at Client's sole risk. C/E shall have the right to retain copies of all such materials. C/E retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services. Because work products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification, or may be draft or incomplete work products, electronic documents provided by C/E are furnished solely for convenience and only those professional work products in hard-copy format bearing C/E's signature or professional stamp may be relied upon by Client or other recipients. Client may perform acceptance tests or procedures regarding electronic versions of final documents (not drafts) for a period of sixty (60) days after

transmission. Any errors detected on electronic versions of such final documents within the 60-day acceptance period will be corrected by C/E at no additional charge to Client.

13. CLIENT RESPONSIBILITY

Client shall: (1) provide C/E, in writing, all information relating to Client's requirements for the project; (2) give C/E prompt written notice of any suspected deficiency in the Services; and (3) with reasonable promptness, provide required approvals and decisions. When the Services include on-site activities, Client shall also (4) correctly identify the location of subsurface structures, such as pipes, tanks, cables, and utilities; and (5) notify C/E of any potential hazardous substances or other health and safety hazards or conditions known to Client existing on or near the project site.

14. DELAYS AND FORCE MAJEURE

In the event that C/E field or technical work is interrupted due to causes outside of its control, C/E shall be equitably compensated (in accordance with C/E's current Rate Schedule) for the additional labor, equipment, and other charges associated with maintaining its work force and equipment available during the interruption, and for such similar charges that are incurred by C/E for demobilization and subsequent remobilization.

Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other party. Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either party, make the applicable Service Order subject to termination for convenience or to renegotiation.

15. TERMINATION

Client may terminate all or any portion of the Services for convenience, at its option, by sending a written Notice to C/E. Either party can terminate this Agreement or a Service Order for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a Notice of Termination, unless a later date is specified in the Notice. The Notice of Termination for cause shall contain specific reasons for termination, and both parties shall cooperate in good faith to cure the causes for termination stated in the Notice. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay C/E upon invoice for services performed and charges incurred prior to termination, plus termination charges. Termination charges shall include, without limitation, the putting of project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for cause, the parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

16. ASSIGNMENTS AND SUBCONTRACTS

Neither party to this Agreement shall assign or subcontract its duties and obligations hereunder without the prior written consent of the other party.

17. VALIDITY

The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision.

18. NO THIRD-PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than Client and C/E. No third party shall have the right to rely on C/E's opinions rendered in connection with the Services without C/E's written consent which may be conditioned on the third party's agreement to be bound to acceptable conditions and limitations similar to this Agreement.

19. **INTEGRATED WRITING**

This Agreement constitutes a final and complete repository of the agreements between Client and C/E. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each party.

20. **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

Geosyntec Consultants, Inc. is an Equal Opportunity and Affirmative Action Employer. Unless exempt, the Equal Opportunity Clauses set forth at 41 CFR §60-1.4(a), 41 CFR §60-250.5(a), 41 CFR §60-300.5(a), and 41 CFR §60-741.5(a); the provisions of 41 CFR §61-250.10 and 41 CFR §61-300.10 (which relate to veterans' employment reports); and the provisions of 29 CFR Part 471, Appendix A to Subpart A (posting of employee notice) are incorporated by reference as terms and conditions of this agreement and are binding on Subcontractors/Vendors. Subcontractors/Vendors may be required to develop written affirmative action programs and/or otherwise comply with the regulations at 41 CFR Part 60.

21. **NOTICES, SIGNATURES, AND AUTHORIZED REPRESENTATIVES**

The following signatories of this Agreement are the Authorized Representatives of Client and C/E for the execution of this Agreement. Each Service Order shall set forth the name and address of the respective Authorized Representatives of the parties for the administration of that Service Order. Any information or notices required or permitted under this Agreement or any Service Order shall be deemed to have been sufficiently given if in writing and delivered either personally or by mail to the undersigned representative or any other Authorized Representative identified in the applicable Service Order. Notice given by mail shall also be transmitted by facsimile at the time of mailing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

CLIENT

S. Field
Signature

S. FIELD
Typed or Printed Name

Chair
Title

1/11/2013
Date of Signature

CONSULTANT/ENGINEER

Duane Graves
Signature

Duane Graves
Typed or Printed Name

Principal
Title

1/11/13
Date of Signature

**GEOSYNTEC CONSULTANTS
2012 RATE SCHEDULE**

<u>Engineer/Scientist</u>	<u>Rate/Hour</u>
Staff Professional	\$110
Senior Staff Professional	\$125
Professional	\$145
Project Professional	\$165
Senior Professional	\$185
Associate	\$205
Principal	\$225
<u>Construction Services</u>	
Engineering Technician I	\$ 57
Engineering Technician II	\$ 62
Senior Engineering Technician I	\$ 67
Senior Engineering Technician II	\$ 72
Site Manager I	\$ 80
Site Manager II	\$ 90
Construction Manager	\$100
<u>Design, Graphical, and Administrative Services</u>	
Designer	\$120
Senior Drafter/Senior CADD Operator	\$ 105
Drafter/CADD Operator/Artist	\$ 90
Admin Assistant/Tech Word Processor	\$ 57
Clerical	\$ 47
<u>General</u>	
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current IRS Rate
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific.
 Unless otherwise agreed, rates will be adjusted annually based on a minimum of the US Department of
 Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.
 Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.



Service Order
Effective Date: November 21, 2012

This Service Order shall, upon execution of the parties, be incorporated into the Professional Services Agreement between Loudon County Solid Waste Disposal Commission ([LCSWDC] [Client]) and Geosyntec Consultants, Inc. (Consultant/Engineer or C/E) dated November 21, 2012 (the Agreement).

Project #: KX5238

Authorized Representatives:

Client:
Name: LCSWDC
Address: 100 River Road #106, Loudon, TN 37774
Telephone #: 865-576-1057
Email Address: sm_field@bellsouth.net

C/E:
Name: Dr. Duane Graves
Address: 2240 Sutherland Ave., Suite 107, Knoxville, 37919
Telephone #: 865-330-0037
Email Address: dgraves@geosyntec.com

Scope of Services and Schedule:

Geosyntec will perform the services in accordance with the scope and schedule set forth in Geosyntec's proposal dated September 21, 2012 (Proposal).

Rates and Price:

The total price for this Service Order is:

\$35,821 on a time and materials basis, which will not be exceeded without Client written consent.

For time and materials services, Geosyntec will invoice Client at the rates set forth in the 2012 Rate Schedule attached to the Agreement. The terms and conditions of the ~~Professional Services Agreement~~ referenced above shall apply to this Service Order. Any modification to this Service Order must be approved in writing by authorized representatives of the parties.

Acceptance of the terms of this Service Order is acknowledged by the following signatures of the Authorized Representatives.

Our estimated budget is based on our understanding of the project and assumptions stated in our ~~p~~Proposal. Requests from Client beyond the proposed scope of work or substantially different conditions than stated in Client's request for proposal or assumed in our ~~p~~Proposal may incur additional fees.

Our schedule presented in the ~~p~~Proposal was based on starting the project in October 2012. Because the selection process took longer than anticipated, we propose to provide LCSWDC a draft report on or before February 15, 2012.

For Client:

Signature: A. Field

Printed Name: S. FIELD

Title: Chair

Date: 11/11/2013

For Geosyntec Consultants, Inc.:

Signature: Duane Graves

Printed Name: Duane Graves

Title: Principal

Date: 1/11/13

501 Great Circle Road, Suite 150
Nashville, TN 37228
Phone: 615-255-2288
Fax: 615-256-8332
www.brownandcaldwell.com

January 14, 2013



Letter Report

Mr. Steve Field
c/o Loudon County Solid Waste Disposal Commission
1240 Donna Drive
Lenoir City, Tennessee 37771

138160

Subject: Atchley Property Site Reconnaissance Summary

Dear Mr. Field:

Brown and Caldwell (BC) is pleased to present this letter report to the Loudon County Solid Waste Disposal Commission (SWDC) summarizing the site reconnaissance of the Atchley property (Site) located adjacent to the Matlock Bend Landfill. The SWDC is preparing to exchange 17.01 acres of the Ryan property with the 11.03 acre Site property and has asked BC to conduct a Site reconnaissance and prepare a letter report documenting our observations. BC performed this work in accordance with our proposal dated December 20, 2012.

Summary of Findings

On Friday December 28, 2012, Kurt Sichelstiel of Brown and Caldwell was onsite at 8:05 a.m. to 1:20 p.m. Kurt met with Ted Sitzler, Loudon County SWDC member, and accessed the Site from the western end of the adjacent property (near intersection of TN Highway 72 and Matlock Bend Road), near the Sitzler residence. Kurt and Ted hiked into the subject property along the unnamed tributary that extends along the southern boundary of the Site. The area has had about 9 to 11 days of rain interspersed over the past 2 weeks. The weather conditions on the day of the site visit were mostly cloudy to partly sunny with cool temperatures.

Site reconnaissance activities consisted of a general-area walkthrough of the lower part of the Atchley, Ryan and Matlock Bend Landfill properties, extending eastward to the Tennessee National property line near the Matlock Bend Landfill retention basin. The general site traverse route, observations and location of findings are discussed below and where applicable, noted on the attached figures.

- Observed several apparent all-terrain vehicles (ATV)/four-wheeler trails along and crossing the southern Atchley property boundary. Access appears to be from the northeast corner of the former Matlock property (fencing cut at creek near old Atchley property stone pile) onto Atchley property and continues onto Ryan property. Trails were fairly obvious in the low-lying area adjacent to the creek, and becomes less obvious as they enter onto higher ground and tend to be covered with fallen leaves.
- Traversed the proposed-exchange property perimeter in a complete loop from western side to northern, then eastern, and ending along the southern side of the property, thus closing the loop at the southwestern corner near the old gate (barbed wire construction) access.

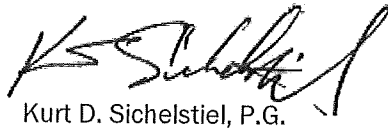
- Traverses Tr01 and Tr02 are western and eastern boundaries of proposed exchange property.
- Traverses Tr03, Tr04, Tr05, and Tr06 crossed property roughly 150 feet apart in north-south alignment.
- Traverses varied in length from roughly 600 feet to 1200 feet because of irregular property dimensions and extended between north and south boundaries.
- Observed mature-timber stand with variety of deciduous trees and cedars, in open, low-density understory (i.e., very little brush, undergrowth).
- Moderate slope from north side to unnamed tributary at south side of the proposed-exchange property, which has four to five shallow to moderately-steep ravines generally aligned from north to south and paralleling the slope of property. The eastern-most ravine originates from within the Ryan property and trends west then gently turns southward and parallels the slope and oriented north-south roughly paralleling other ravines.
- The tributary may be perennial with intermittent flow along the upper reach closest to the landfill sediment basin, and gradually becomes a sinking or losing stream west of the subject property. The tributary appears to have losing and gaining reaches along its length as it meanders between properties. On the day of this reconnaissance, the furthest-downstream location where surface water was observed in the channel (and likely under losing conditions) was adjacent to an old homestead having an abandoned pump base/well head (roughly 1000 feet upstream of the reconnaissance entrance/access point).
- Three of the four proposed-exchange property corners were relatively well-marked. The fourth (the northwest) corner was not clearly marked; however, at least four surveyors temporary stakes and/or flagging were observed along the western boundary. Similarly, the southwest corner (at former Matlock fence line) as well as the northeast and southeast corners (along Ryan property fence line) were flagged and/or staked.
- Additional observations on Atchley property:
 - Decayed large-animal bones in one of the eastern ravines.
 - Old corroded drum centrally located in one of the eastern ravines.
 - Small pile of what appeared to be fiberglass building insulation was observed in the northeast corner area.
 - An old barbed wire access gate, apparently un-opened in quite awhile (tree bark overgrowing wire), near southwest corner.
 - Various beer can and bottle accumulation areas (on ground and in tree trunk) generally up near the northeast corner.
 - Numerous fallen trees throughout the property with no apparent pattern (i.e., scattered and lying in various directions). These appear to have fallen due to natural causes (i.e., no evidence of timber cutting activities).
 - Broken camouflage-patterned hunters tripod found at north side of site.
 - Unnamed tributary meanders between several properties crossing under barbed wire fence line.
- Fallen fence between Atchley and Ryan property line approximately 50 feet north of Matlock Bend Landfill property.

Mr. Steve Field
c/o Loudon County Solid Waste Disposal Commission
January 14, 2013
Page 3

Brown and Caldwell appreciates that the Loudon County Solid Waste Disposal Commission has requested our services in assisting with this project. Should you have any questions, please do not hesitate to call me at 865-357-2780.

Very truly yours,

Brown and Caldwell



Kurt D. Sichelstiel, P.G.

KDS:hyr

cc: Stephen A. Batiste, Brown and Caldwell

Attachments (2)

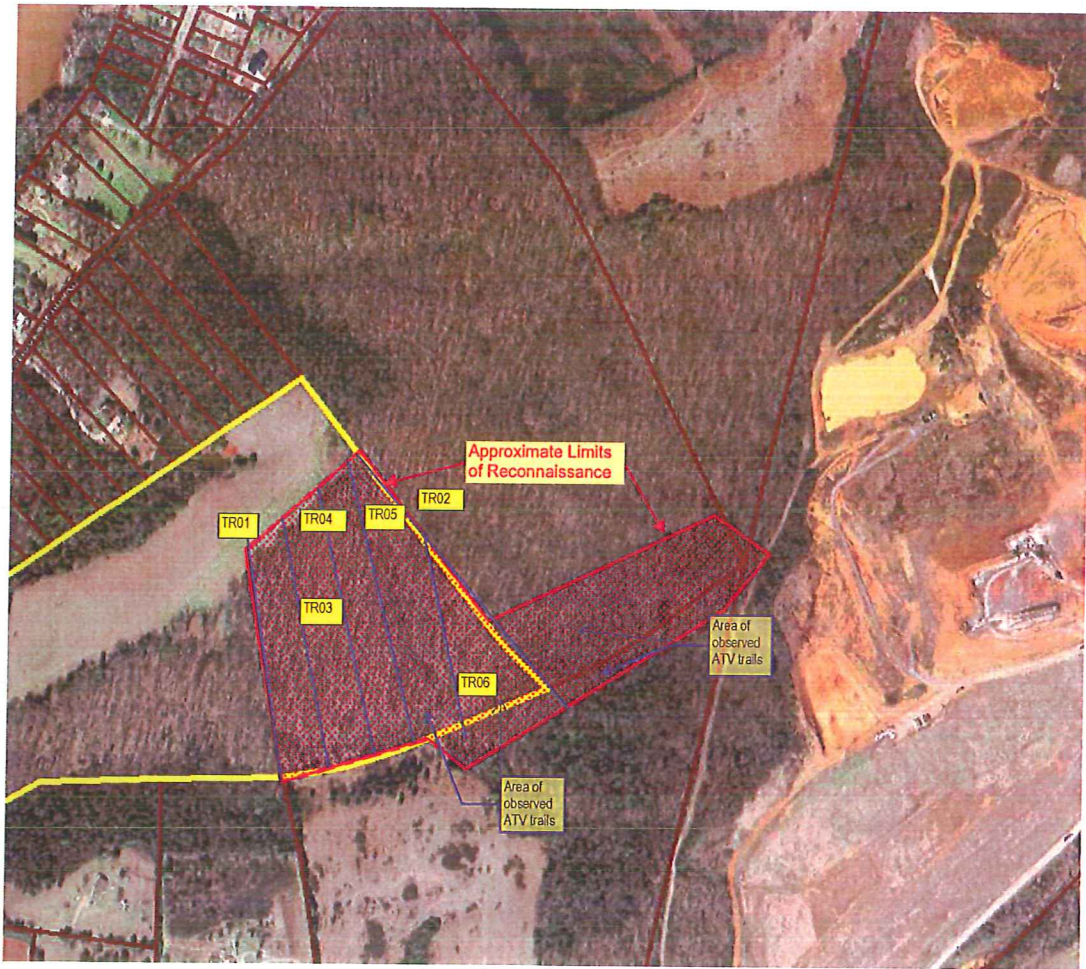
1. Attachment 1: Figure Showing Site Observations
2. Attachment 2: Photo Log

Limitations:

This document was prepared solely for Loudon County Solid Waste Disposal Commission in accordance with professional standards at the time the services were performed and in accordance with the contract between Loudon County Solid Waste Disposal Commission and Brown and Caldwell dated January 2, 2013. This document is governed by the specific scope of work authorized by Loudon County Solid Waste Disposal Commission; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by Loudon County Solid Waste Disposal Commission and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

Attachment 1: Figure Showing Site Observations

Loudon County - Parcel: 031 046.00



Date Created: 1/10/2013

Attachment 2: Photo Log



Photo No. 1: Atchley Property – Proposed-exchange property southwest corner. Barbed wire fence line/access gate to left.



Photo No. 2: Atchley Property – Looking west from proposed-exchange property southwest corner.



Photo No. 3: Property – Looking northeast into proposed-exchange property from southwest corner.



Photo No. 4: Atchley Property – Transect 01 – Southeast view with Matlock Bend Landfill in background.



Photo No. 5: Atchley Property – Transect 01 – South view along proposed property-exchange (western) boundary.



Photo No. 6: Atchley Property – Transect 01 – Southeast view from northwest corner/area.



Photo No. 7: Atchley Property – Transect 01 – East view from northwest corner/area.



Photo No. 8: Atchley Property – Proposed property-exchange northeast corner – view into Ryan property across fence.



Photo No. 9: Atchley Property – Proposed property-exchange northeast corner near Ryan property.



Photo No. 10: Atchley Property – Transect O2 alignment (southeast) from proposed northeast corner along Atchley-Ryan property line.



Photo No. 11: Atchley Property – Southwest view from proposed northeast corner along Atchley-Ryan property line.



Photo No. 12: Atchley Property – West Northwest view from proposed northeast corner into Atchley property.



Photo No. 13: Atchley Property – Large animal (cow?) bones in eastern ravine area.



Photo No. 14: Atchley Property – Downed fence line along Atchley-Ryan property line vicinity of southeast corner.



Photo No. 15: Atchley Property – West view along Atchley property (south boundary) from southeast corner.



Photo No. 16: Southwest corner of proposed-exchange Atchley property. Note barbed wire fence/access gate closed.

Brown AND Caldwell



Photo No. 17: Atchley property – Southeast view into property from Transect 03. Matlock Bend Landfill in background.



Photo No. 18: Atchley property – North view into property along Transect 03. Old corroded 55-gallon drum in ravine.