

**AGENDA**  
**LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION**  
**March 12, 2019**  
**6:30 p.m.**  
**LOUDON COUNTY COURTHOUSE ANNEX**  
**Loudon, Tennessee**

1. Opening of Meeting, Pledge of Allegiance, Invocation
2. Approval of Minutes – February 12, 2019
3. Items of Public Concern
4. Cash Activity Report
5. Operations Report
6. Audit
7. Annual TDEC Recycling Report
8. Contract Modification Update
9. Poplar Springs Update
10. Attorney's Report
11. Chairman's Report
12. Other Items of Commission's Consideration
13. Adjourn

**Loudon County Department of Accounts and Budgets**  
**Solid Waste Disposal Fund 207**  
**Monthly Cash Report**  
**February 2019**

January 2019 Combined Ending Cash Balance per Monthly Report		3,605,679.45
Adjustments:		
	0.00	
	0.00	
Total Adjustments		0.00
<b>Adjusted January 2019 Combined Ending Balance per Loudon Co Trustee</b>		<b>3,605,679.45</b>

**Solid Waste Disposal Commission Operating Fund**

<b>Operating Fund Ending Balance January 2019</b>		<b>3,629,350.87</b>
Cash Receipts:		
Trustee's Collections - Prior Year	0	
Surcharge - Host Fees (Jan 2019)	12,145.57	
Surcharge - Security Fees (Jan 2019)	15,335.32	
Investment Income	5,651.65	
Total Monthly Revenue		33,132.54
Cash Disbursements:		
Board & Committee Members Fees	(350.00)	
Social Security	(3.10)	
Employer Medicare	(0.73)	
Audit Services (Mitchell Emert & Hill)		
Contracts with Private Agencies (Santek)		
Engineering Services (Santek)		
Contributions (Loudon Utilities - Quarterly)		
Legal Services (Kennerly Jan 2019)	(2,500.00)	
Legal Notices	(119.25)	
Other Contracted Services (Mowing)		
Building & Content Insurance		
In-Service/Staff Development		
Trustee's Commission		
Total Cash Disbursements		(2,973.08)
Expenditure Credit:		
Trustee Commission Adjustment		0.00
<b><u>Operating Fund Ending Balance February 2019</u></b>		<b>3,659,510.33</b>

**Poplar Springs Subfund**

<b>Poplar Springs Subfund Balance January 2019</b>		<b>(23,671.42)</b>
Cash Receipts:		
Closed Landfill Grant	87,108.00	
Total Monthly Revenue		87,108.00
Cash Disbursements:		
Poplar Springs Legal Services	0.00	
Total Cash Disbursements		0.00
<b><u>Poplar Springs Subfund Balance February 2019</u></b>		<b>63,436.58</b>

**TOTAL COMBINED OPERATING AND POPLAR SPRINGS FEBRUARY 2019 BALANCE**

<b>Combined Summary - February 2019</b>		
Beginning Balance		3,605,679.45
Plus Operating and Poplar Springs Revenue		120,240.54
Less Operating and Poplar Springs Disbursements		(2,973.08)
<b>TOTAL COMBINED BALANCE - FEBRUARY 2019</b>		<b>3,722,946.91</b>



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Internet: [santekwasteservices.com](http://santekwasteservices.com)

**Monthly Operations Report  
Matlock Bend Landfill  
March 12, 2019**

**Presented by:  
Santek Environmental, Inc.**

- I. OPERATIONS**
  - A. Tonnage Report
  - B. Customer Report
  - C. Inspection
  - D. Materials Classification Report
  - E. Waste Characterization Report
  - F. Tire Report
  
- II. AIRSPACE UTILIZATION SCHEDULE**
  
- III. HOST & SECURITY FEES**
  
- IV. 2018 Annual Recycling Report**

**LANDFILL TONNAGE VOLUME  
MONTH ENDING -  
JANUARY 2019**

**MATLOCK BEND LANDFILL**

MONTH	2018		2019	
	2018	TO 2019	2019	TO 2019
JANUARY	15,858.64	(2,280.01)	13,578.63	(2,280.01)
FEBRUARY	13,865.56	(2,095.24)	11,770.32	(2,095.24)
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	29,724.20	(4,375.25)	25,348.95	(4,375.25)

DAILY AVG FOR ANY  
RUNNING 30 DAY  
PERIOD **424.88**

**CITY OF LOUDON**

MONTH	2018		2019	
	2018	TO 2019	2019	TO 2019
JANUARY	363.15	71.41	434.56	71.41
FEBRUARY	344.19	23.17	367.36	23.17
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	707.34	94.58	801.92	94.58

**LOUDON COUNTY**

MONTH	2018		2019	
	2018	TO 2019	2019	TO 2019
JANUARY	471.26	17.83	489.09	17.83
FEBRUARY	419.40	17.85	437.25	17.85
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	890.66	35.68	926.34	35.68

DAILY AVG FOR 22.5  
DAY PERIOD **523.13**

**WASTE SERVICES OF TN**

MONTH	2018		2019	
	2018	TO 2019	2019	TO 2019
JANUARY	2,437.61	474.99	2,912.60	474.99
FEBRUARY	2,331.36	213.67	2,545.03	213.67
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	4,768.97	688.66	5,457.63	688.66

**LENOIR CITY**

MONTH	2018		2019	
	2018	TO 2019	2019	TO 2019
JANUARY	311.92	47.59	359.51	47.59
FEBRUARY	294.51	16.24	310.75	16.24
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	606.43	63.83	670.26	63.83

**TENNESSEE TRASH**

MONTH	2018		2019	
	2018	TO 2019	2019	TO 2019
JANUARY	3,854.46	1,330.50	5,184.96	1,330.50
FEBRUARY	3,518.63	733.76	4,252.39	733.76
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	7,373.09	2,064.26	9,437.35	2,064.26

**LANDFILL TONNAGE VOLUME**  
**MONTH ENDING -**  
**JANUARY 2019**

**KIMBERLY CLARK - PAPER WASTE**

MONTH	2018	2019	2018	
				TO 2019
JANUARY	5,057.39	0.00	(5,057.39)	
FEBRUARY	3,563.87	0.00	(3,563.87)	
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	
<b>TOTAL</b>	<b>8,621.26</b>	<b>0.00</b>	<b>(8,621.26)</b>	

Initial Inspection

TENNESSEE DIVISION OF SOLID WASTE MANAGEMENT  
CLASS I FACILITY INSPECTION CHECKLIST\*

**CLASS I  
FACILITY**

SITE		DATE	TIME	WEATHER
Matlock Bend Class I SNL530000203 Rt 72, Loudon		20190212	13:30	sun 50s
INSPECTOR			EFO	
PjMU			KNOX	

\*SEE DISCLAIMER ON LAST PAGE

VIOLATION	REGULATION	OBSERVATION			
		NVO	AOC	V1	V2

**BUFFER ZONE STANDARDS FOR SITING LANDFILLS**

<b>8310</b>	BUFFER ZONE STANDARD VIOLATED	0400-11-01-.04(3)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

**COLLECTED LEACHATE**

<b>8330</b>	LEACHATE IMPROPERLY MANAGED	0400-11-01-.04(4)(a)8(i-iii) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

<b>8340</b>	INADEQUATE LEACHATE COLLECTION SYSTEM	0400-11-01-.04(4)(a)7 ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

**COMMUNICATIONS**

<b>8130</b>	NO COMMUNICATION DEVICES	0400-11-01-.04(2)(f) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

**COVER MATERIAL**

<b>8160</b>	UNAVAILABILITY OF COVER MATERIAL.	0400-11-01-.04(2)(h) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

**DEAD ANIMALS**

<b>8250</b>	DEAD ANIMALS IMPROPERLY HANDLED	0400-11-01-.04(2)(k)5.(ii) (I-III) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

**DUST CONTROL**

<b>8190</b>	INADEQUATE DUST CONTROL	0400-11-01-.04(2)(j) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

**DUTY TO PROVIDE INFORMATION**

\*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
<b>DUTY TO PROVIDE INFORMATION</b>						
<b>8530</b>	UNSATISFACTORY RECORDS OR REPORTS	0400-11-01-.02(5)(a)7 TCA 68-211-862(a)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8590</b>	PERMITS, PLANS, OPERATING MANUAL NOT AVAILABLE	0400-11-01-.02(5)(a)(7)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>FIRE SAFETY</b>						
<b>8080</b>	EVIDENCE OF OPEN BURNING	0400-11-01-.04(2)(c)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8090</b>	INADEQUATE FIRE PROTECTION	0400-11-01-.04(2)(c)2	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS	Fire suppression and extinguishers up to date					
<b>GAS MIGRATION CONTROL STANDARDS</b>						
<b>8380</b>	INADEQUATE GAS MIGRATION CONTROL SYSTEM	0400-11-01-.04(5)(a)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8390</b>	INADEQUATE MAINTENANCE OF GAS MIGRATION CONTROL SYSTEM	0400-11-01-.04(5)(a)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>GENERAL FACILITY STANDARDS</b>						
<b>8010</b>	INADEQUATE VECTOR CONTROL	0400-11-01-.04(2)(a)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8020</b>	ACCESS NOT LIMITED TO OPERATING HOURS	0400-11-01-.04(2)(a)4	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8030</b>	INADEQUATE ARTIFICIAL OR NATURAL BARRIER	0400-11-01-.04(2)(b)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						

\*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
<b>GENERAL FACILITY STANDARDS</b>						
<b>8040</b>	INADEQUATE INFORMATION SIGNS	0400-11-01-.04(2)(b)2 TCA 68-211-703(h)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8050</b>	UNSATISFACTORY ACCESS ROAD(S)/PARKING AREA(S)	0400-11-01-.04(2)(b)3	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS	Some discoloration to Rt 72 evident, indicating soil material being tracked from the facility. Working to upgrade access road base so that it drains better to prevent mud soup buildup in wet weather. Also upgrading wheel wash system by adding more jets and a higher capacity pump. In wet weather, washing road with water and running a sweeper.					
<b>8060</b>	CERTIFIED PERSONNEL NOT PRESENT DURING OPERATING HOURS	0400-11-01-.04(2)(b)5	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8070</b>	UNAPPROVED SALVAGING OF WASTE	0400-11-01-.04(2)(b)6	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>LITTER CONTROL</b>						
<b>8110</b>	UNSATISFACTORY LITTER CONTROL	0400-11-01-.04(2)(d)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS	Hiring temp workers for litter pickup.					
<b>OPERATING EQUIPMENT</b>						
<b>8140</b>	INADEQUATE OPERATING EQUIPMENT	0400-11-01-.04(2)(g)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8150</b>	UNAVAILABILITY OF BACKUP EQUIPMENT	0400-11-01-.04(2)(g)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>OVERALL PERFORMANCE STANDARD</b>						
<b>8270</b>	WASHOUT OF SOLID WASTE	0400-11-01-.04(2)(a)(3)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8320</b>	INADEQUATE MAINTENANCE OF LEACHATE MANAGEMENT SYSTEM (INSPECTOR TO CHECK AND RECORD LEACHATE LEVELS AT EVERY LANDFILL SUMP)	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(a)7	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS	16.6" and 12.4"					



\*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION NVO AOC V1 V2
<b>OVERALL PERFORMANCE STANDARD</b>			
<b>8350</b>	LEACHATE OBSERVED AT THE SITE	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(a)6,	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>8360</b>	LEACHATE ENTERING RUN-OFF	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(a)6	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>8370</b>	LEACHATE ENTERING A WATER COURSE	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(a)6	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>8420</b>	POTENTIAL FOR EXPLOSIONS OR UNCONTROLLED FIRES	0400-11-01-.04(2)(a)2 0400-11-01-.04(5)(a)	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>8490</b>	EXCESSIVE POOLING OF WATER	0400-11-01-.04 (2)(a)3 0400-11-01-.04(8)(c)4(iii)	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>8520</b>	DUMPING OF WASTE INTO WATER	0400-11-01-.04 (2)(a)3	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>PERMANENT BENCHMARK</b>			
<b>8280</b>	NO PERMANENT BENCHMARK	0400-11-01-.04(2)(o)	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>PERSONNEL SERVICES</b>			
<b>8120</b>	INADEQUATE EMPLOYEE FACILITIES	0400-11-01-.04(2)(e)	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>PROPER OPERATION AND MAINTENANCE</b>			
<b>8540</b>	GROUNDWATER MONITORING SYSTEM IMPROPERLY MAINTAINED	0400-11-01-.02(5)(a)4	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			

\*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION	
			NVO	AOC V1 V2
<b>RANDOM INSPECTION PROGRAM</b>				
<b>8290</b>	INADEQUATE RANDOM INSPECTION PROGRAM	0400-11-01-.04(2)(s)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>RECORDS OF ORIGIN AND AMOUNT OF SOLID WASTE</b>				
<b>8610</b>	NO OPERATING SCALES AND/OR FAILURE TO MAINTAIN WASTE RECORDS	TCA 68-211-862(a)(b)(1)(2)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>RUN-ON, RUN-OFF, AND EROSION CONTROL</b>				
<b>8170</b>	INADEQUATE MAINTENANCE OF RUN-ON/RUN-OFF SYSTEM(S)	0400-11-01-.04(2)(i)1-5 0400-11-01-.04(8)(c)4(i)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>8180</b>	INADEQUATE EROSION CONTROL	0400-11-01-.04(2)(i)6 0400-11-01-.04(8)(c)4(ii)	?	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS	Deep rill in intermediate cover on north slope resulting from a failed top berm. Needs repair. No wast exposed.			
<b>SPECIAL WASTE APPROVAL PROCESS</b>				
<b>8300</b>	MISHANDLING OF SPECIAL WASTE	0400-11-01-.01(4)(d)1	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>UNLAWFUL METHODS OF DISPOSAL</b>				
<b>8570</b>	OPERATION DOES NOT CORRESPOND WITH ENGINEERING PLANS (EVALUATE AND RECORD THE APPROXIMATE INTERIOR AND EXTERIOR SLOPE OF THE LANDFILL)	TCA 68-211-104(3) TCA 68-211-105(b)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>8580</b>	OPERATION DOES NOT CORRESPOND WITH PERMIT CONDITIONS	TCA 68-211-104(3) 0400-11-01-.02(5)(a)(1)		<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>WASTE HANDLING AND COVER STANDARDS</b>				
<b>8430</b>	WASTE NOT CONFINED TO A MANAGEABLE AREA	0400-11-01-.04(6)(a)1	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				

\*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION NVO AOC V1 V2
<b>WASTE HANDLING AND COVER STANDARDS</b>			
<b>8440</b>	IMPROPER SPREADING OF WASTE	0400-11-01-.04(6)(a)2	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>8450</b>	IMPROPER COMPACTING OF WASTE	0400-11-01-.04(6)(a)2	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>8460</b>	UNSATISFACTORY INITIAL COVER	0400-11-01-.04(6)(a)3 0400-11-01-.04(6)(a)5	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>8470</b>	UNSATISFACTORY INTERMEDIATE COVER	0400-11-01-.04(6)(a)4 0400-11-01-.04(6)(a)5	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>8480</b>	UNSATISFACTORY FINAL COVER	0400-11-01-.04(6)(a)6 0400-11-01-.04(8)(c)4	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>8510</b>	UNSATISFACTORY STABILIZATION OF COVER	0400-11-01-.04(6)(a)5,6	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>WASTE RESTRICTIONS</b>			
<b>8210</b>	UNAUTHORIZED WASTE ACCEPTED	0400-11-01-.04(2)(k)1 0400-11-01-.04(2)(k)6	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
<b>8220</b>	UNAPPROVED SPECIAL WASTE ACCEPTED	0400-11-01-.01(4)(b) 0400-11-01-.01(4)(c)5	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			

*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION		OBSERVATION
				NVO AOC V1 V2
WASTE RESTRICTIONS				
<b>8230</b>	TIRES IMPROPERLY HANDLED	0400-11-01-.04(2)(k)3.(i)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>COMMENTS</b>				
<b>8240</b>	MEDICAL WASTE IMPROPERLY HANDLED	0400-11-01-.04(2)(k)4.(i-iv)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>COMMENTS</b>				

LEACHATE LEVELS

16.6" and 12.4

*\*Disclaimer: The information contained in these documents (checklists/notes, etc.) is not intended to be all inclusive and is subject to change. These documents are intended solely for use by DSWM staff. These documents are not a substitute for evaluation of compliance in accordance with applicable laws and regulations. These documents are not intended for, nor can they be relied upon, to create any rights, substantive or procedural, enforceable or useable by any party in litigation with the State of Tennessee or its employees.*

Compliance Date

**LOCK Form**

**SAVE FORM**

**ADDITIONAL COMMENTS**

**Materials Classification Report**  
**Matlock Bend Landfill**  
**Monthly Tonnage Summary February 2019**

Material	Tonnage	2016 Sludge %		2017 Sludge %	
<b>MSW</b>		January	4%	January	5%
		February	3%	February	8%
MSW	<b>10,080</b>	March	4%	March	8%
<b>Special Waste</b>		April	3%	April	7%
		May	4%	May	4%
Other	1,076	June	2%	June	2%
		July	2%	July	3%
Ash	0	August	3%	August	4%
		September	2%	September	7%
Sludge	614	October	3%	October	8%
<b>Total Special Waste</b>		November	3%	November	6%
		December	3%	December	5%
<b>Total MSW &amp; SW</b>					
		<b>2018 Sludge %</b>		<b>2019 Sludge %</b>	
		January	4%	January	5%
		February	4%	February	5%
Tires	28	March	5%	March	
<b>Total Material</b>		April	6%	April	
		May	8%	May	
		June	9%	June	
		July	6%	July	
		August	4%	August	
		September	2%	September	
		October	2%	October	
		November	5%	November	
		December	5%	December	
<b>% MSW</b>	<b>86%</b>				
<b>% Special Waste</b>	<b>14%</b>				
<b>% Sludge</b>	<b>5%</b>				



**2018-2019 Matlock Bend  
Landfill Tire Report**

<b>Month</b>	<b>Tonnage</b>
Jul-18	52.58
Aug-18	33.02
Sep-18	35.27
Oct-18	85.69
Nov-18	18.25
Dec-18	41.53
Jan-19	29.23
Feb-19	21.62
Mar-19	
Apr-19	
May-19	
Jun-19	
<b>Total (tons)</b>	<b>317.19</b>



## Matlock Bend Landfill - Module I-B 2019 Airspace Projection / Construction Schedule

DATE	REMAINING AIRSPACE <sup>1</sup> (CY)	MONTHLY TONNAGE	ACTUAL / PROJECTED <sup>2</sup>	UTILIZATION FACTOR	MONTHLY VOLUME CONSUMED (CY)	ENDING MONTHLY REMAINING AIRSPACE (CY)
		12,444		1.44		
May 7, 2018	315,103	-	-	-	-	-
May 8 - 30, 2018	-	10,420	A	1.44	15,004	300,099
June	-	12,717	A	1.44	18,312	281,786
July	-	12,354	A	1.44	17,790	263,996
August	-	13,666	A	1.44	19,679	244,317
September	-	11,173	A	1.44	16,089	228,228
October	-	12,609	A	1.44	18,157	210,071
November	-	12,489	A	1.44	17,984	192,087
December	-	11,930	A	1.44	17,179	174,908
January '19	-	13,605	A	1.44	19,591	155,317
February	-	11,798	A	1.44	16,989	138,328
March	-	12,444	P	1.44	17,920	120,408
April	-	12,444	P	1.44	17,920	102,488
May	-	12,444	P	1.44	17,920	84,568
June	-	12,444	P	1.44	17,920	66,648
July	-	12,444	P	1.44	17,920	48,728
August	-	12,444	P	1.44	17,920	30,809
September	-	12,444	P	1.44	17,920	12,889
October	-	12,444	P	1.44	17,920	0
November	-	12,444	P	1.44	17,920	0
December	-	12,444	P	1.44	17,920	0

<sup>1</sup> = Remaining airspace based on May 7, 2018 aerial survey.

Full Date

October-2019

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

<sup>3</sup> = Utilization rate based on the annual utilization rate per October 27, 2008 construction meeting (Avg. Utilization = 1.22 cy/ton)

\* Annual utilization rate is 1.06 but using historical annual new cell utilization factor of 1.44

### Tonnage for Past 3 Months

December	11,930
January	13,605
February	11,798
<b>Average</b>	<b>12,444</b>

cc: Tim  
Matt  
Ben  
Ron  
Justin  
Jason  
Mark



650 25<sup>th</sup> Street NW, Ste 100  
Cleveland, TN 37311

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

March 11, 2019

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 February 1, 2019 to February 28, 2019:

Host Fees (Greater of below) –	
Total Tip Fees Billed	\$273,779.83
Host Fee Percentage	<u>3.96%</u>
	<b>\$ 10,841.68</b>
Minimum Fee	<u>\$ 10,560.00</u>
Security Fees (Greater of below) –	
Total Tonnage Received	11,770.32
Rate per ton	<u>\$ 1.00</u>
Total	\$ 11,770.32
Total Tip Fees Billed	\$273,779.83
Security Fee Percentage	<u>5.00%</u>
	<b>\$ 13,688.99</b>

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 black ink, appearing to read "Mark C. Mathys", written over a horizontal line.

Mark C. Mathys  
Vice President of Finance & Corporate Controller

# ADMINISTRATIVE CONTACT INFORMATION

ANNUAL | 2018

Member Name: Loudon  
Member Alias: Loudon  
APR

## Regional Planning Contacts

Planning Region Report Author

Report Author: \* Katie Keel  
Author Title:  
Organization: \* Santek Waste Services  
Address: \* 650 25th St. N.W. Suite 100  
City: Cleveland  
Zip: \* 37311  
Phone: \* (423) 303-7115 (###)###-#### ext. ###  
Mobile: (###)###-#### ext. ###  
Email: \* kkeel@santekwasteservices.com

Solid Waste Regional Planning Board or Part 9 Authority

Chair: \* Steve Field  
Address: \* 100 River Rd. Box#109  
City: Loudon  
Zip: \* 37774  
Phone: \* 865-576-1057 (###)###-#### ext. ###  
Mobile: (###)###-#### ext. ###  
Email: \* lcswdc\_chair@loudoncounty-tn.gov

Term Expires:

03/01/2019

Planning Board

Solid Waste Regional Planning Board Member or Part 9 Board Member \*

Kelly Littleton-Brewster

Jurisdiction \*

1st District

Term Expires

03/01/2023

Contact Method:

Phone  Email  Address

Email:  
klj2403@aol.com

---

Planning Board

Solid Waste Regional Planning Board Member or Part 9 Board Member \*  
Art Stewart

Jurisdiction \*  
2nd District

Term Expires

03/01/2023

Contact Method:

Phone  Email  Address

Email:  
astewall@utk.edu

---

Planning Board

Solid Waste Regional Planning Board Member or Part 9 Board Member \*  
Larry Jameson

Jurisdiction \*  
6st District

Term Expires

03/01/2019

Contact Method:

Phone  Email  Address

Email:  
larryj@loudontrucking.com

---

Planning Board

Solid Waste Regional Planning Board Member or Part 9 Board Member \*  
Bruce Hamilton

Jurisdiction \*  
7th District

Term Expires

04/01/2021

Contact Method:

Phone  Email  Address

Email:  
bruceh4@bellsouth.net

---

Planning Board

Solid Waste Regional Planning Board Member or Part 9 Board Member \*  
John Watkins

Jurisdiction \*  
4th District

Term Expires

04/01/2021

Contact Method:

Phone  Email  Address

Email:

riesling4@aol.com

Planning Board

Solid Waste Regional Planning Board Member or Part 9 Board Member \*

Tammi Bivens

Jurisdiction \*

3rd District

Term Expires

03/01/2025

Contact Method:

Phone  Email  Address

Email:

tammibivens@outlook.com

### Local Government Contacts

Local Government Mayor or Executive: \* Buddy Bradshaw  
Title: Mayor  
Address: \* 100 River Rd., Suite 106  
City: Loudon  
Zip: \* 37774  
Phone: \* 865-458-4664 (###)###-#### ext. ###  
Mobile: (###)###-#### ext. ###  
Email: bradshawb@loudoncounty-tn.gov

Solid Waste Director:

Title:

Organization:

Address:

City:

Zip:

Phone:

(###)###-#### ext. ###

Mobile:

(###)###-#### ext. ###

Email:

Recycling Coordinator:

Title:

Organization:

Address:

City:

Zip:

Phone:

*(###)###-#### ext. ####*

Mobile:

*(###)###-#### ext. ####*

Email:

### 1. Other Key Contacts

Name: Chris Parks  
Title: Convenience Center Director  
Organization: Loudon County  
Address: 500 Halls Ferry RD  
Address 2:  
City: Lenoir City  
State: Tennessee  
Zip: 37771  
Email: parksc@loudoncounty-tn.gov  
Work Phone: 865-988-7558  
Cell Phone: 865-317-0500

Area of Responsibility (Check all that apply):

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Recycling              | <input checked="" type="checkbox"/> Solid Waste |
| <input checked="" type="checkbox"/> Education and Outreach | <input type="checkbox"/> Tires                  |
| <input checked="" type="checkbox"/> HHW                    | <input type="checkbox"/> Elected Official       |

Response created on: Feb 12, 2019 at 08:31 AM EST by kkeel@santekwasteservices.com

Response last updated on: Feb 12, 2019 at 02:21 PM EST by kkeel@santekwasteservices.com

# 10 YEAR AND PLAN UPDATE

ANNUAL | 2018

Member Name: Loudon  
Member Alias: Loudon  
APR

Each Region submitted an original 10 Year Plan detailing the roles and responsibilities of those who provide solid waste and materials management services. Tennessee Code Annotated §68-211-814(a)(3) and Rule 0400-11-01-.09(3)(j) require each Region to submit an annual progress report covering the next ten (10) years that serves as routine update to the Region's original 10 Year Plan. Similarly, Rule 0400-11-01-.09(3)(d) requires each county to develop a comprehensive integrative municipal solid waste management plan consistent with the 2015 – 2025 Solid Waste and Materials Management State Plan. Each county comprehensive integrative municipal solid waste management plan then modifies, updates and contributes to each Regions' Plan, Rules 0400-11-01-.09(3)(e). Information provided in the following fields will serve as the county's comprehensive integrative municipal solid waste management plan which informs updates to each Region's annual progress report.

The Department understands that not all elements of the Plan change year to year. When answering the following questions, county/counties within the Region may elect to answer "No Update Required". By choosing this option, the county's contribution to the Region's last update to the Department will be the most current 10 Year Planning Update. We encourage the Region to think about its plans for the next 10 Years and the updates needed to amend its original plan.

Thinking over the next 10 years, will any of the contents of the current Regional Plan need to be updated? The contents of the Municipal Solid Waste Region Plans, described in §68-211-815(b), are listed below. By selecting yes, there will be an opportunity to amend the section. By selecting no, the system will bring forward the last update and make it most current amendment. Tennessee Code Annotated requires Region plan amendments shall be consistent with the state solid waste plan.

Yes

No

Select each section(s) the Region would like to amend:

Demographics

Current System Analysis

Adoption of the uniform financial accounting system required by §68-211-874

Anticipated growth trends for the next ten-year period

Anticipated waste capacity needs

Planned capacity assurance, including descriptions of planned or needed facilities

A recycling plan, including a description of current public and private recycling efforts and planned efforts to enhance recycling within the county or region

A plan for the disposal of household hazardous wastes

A description of waste reduction and recycling activities designed to attain the goal required by §68-211-861

A description of education initiatives aimed at businesses, industries, schools, citizens and others; which addresses recycling, waste reduction, collection and other goals

An evaluation of multi-county solid waste disposal region options with an explanation of the reasons for adopting or failing to adopt a multi-county regional approach

A timetable for implementation of the plan

A description of the responsibilities of the various participating jurisdictions

A plan for managing solid waste generated as a result of disasters or emergencies, based upon the FEMA 325 Public Assistance Program

## A Plan for the Disposal of Household Hazardous Wastes

Previous Year's HHW Event Pounds: 16,404

Previous Year's Participation: 202

Are there any new collection sites added for Batteries, Oil, Paint, Antifreeze and Electronics? For temporary HHW infrastructure collection sites, please provide the number of households that utilized the service.

N/A

Additional Information:

N/A

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Response created on: Jan 30, 2019 at 09:58 AM EST by THendrick@etdd.org

Response last updated on: Feb 21, 2019 at 01:54 PM EST by THendrick@etdd.org



# ANNUAL PROGRESS REPORT

ANNUAL | 2018

Member Name: Loudon  
Member Alias: Loudon  
APR

## Page 1

- Convenience Centers

## Page 2

- Public Collection with Green Box

## Page 3

- Publicly operated municipal solid waste curbside programs

## Page 4

- Publicly operated curbside recycling programs

## Page 5

- Publicly operated recycling drop-off locations
- Recovery Businesses
- Restrictions or Bans

## Page 6

- Obstacles that apply to expanding recycling
- Management of Organics
- Assistance for Backyard Composting
- Disaster Debris or Storm Event

## Page 7

- Recycling Services for Other Entities Beside Residents
- Collect, transport and dispose of municipal solid waste
- Collect, transport and process or recycling of commodities

## Page 8

- Education Efforts
- Program Funding
- Program Costs

## Page 9

- Contracting Out of Services
- Solid Waste and Recycling Services
- Additional Reports or Documents

## 1. Convenience Centers

Are there permitted convenience centers in the county or its municipalities? \*

Yes  No

Permitted Convenience Center Name: \*

Lenoir City Convenience Center

Name not listed on the permit (Common Name):

Address: \* 500 Halls Ferry Road

City: \* Lenoir City

Zip: \* 37771

Permit: \* CCC530000363 CCCXXXXXXXXXX

Phone Number: \* (865)988-7558 (xxx) xxx-xxxx

Select days of operation: \*

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Enter hours of operation, and include if there are split times and/or mid-day closures: \*

Monday-Saturday 7:00 a.m. to 6:00 p.m.

Does this site collect materials beside household garbage? \*

Yes

No

What materials are collected? \*

- |  |  |   |   |
|--|--|---|---|
| <input checked="" type="checkbox"/> Metals   | <input checked="" type="checkbox"/> Paper      | <input type="checkbox"/> Glass              | <input checked="" type="checkbox"/> Batteries |
| <input checked="" type="checkbox"/> Plastic  | <input type="checkbox"/> Textiles              | <input checked="" type="checkbox"/> Pallets | <input type="checkbox"/> Tires                |
| <input checked="" type="checkbox"/> Used Oil | <input checked="" type="checkbox"/> Antifreeze | <input checked="" type="checkbox"/> E-Scrap | <input type="checkbox"/> Paint                |
| <input checked="" type="checkbox"/> Other    |  |   |   |

If material is collected as 'single stream', please describe the specific materials that are included:

Number of residents that used the convenience center in 2018:

Permitted Convenience Center Name: \* Loudon Convenience Center

Name not listed on the permit (Common Name):

Address: \* 300 Rock Quarry Road  
City: \* Loudon  
Zip: \* 37774  
Permit: \* CCC530000215 CCCxxxxxxxxxx  
Phone Number: \* (865)458-8536 (xxx) xxx-xxxx

Select days of operation: \*

- Sunday  
 Monday  
 Tuesday  
 Wednesday  
 Thursday  
 Friday  
 Saturday

Enter hours of operation, and include if there are split times and/or mid-day closures: \*

Monday-Saturday 7:00 a.m. to 6:00 p.m.

Does this site collect materials beside household garbage? \*

Yes

No

What materials are collected? \*

- |  |  |   |   |
|--|--|---|---|
| <input checked="" type="checkbox"/> Metals   | <input checked="" type="checkbox"/> Paper      | <input type="checkbox"/> Glass              | <input checked="" type="checkbox"/> Batteries |
| <input checked="" type="checkbox"/> Plastic  | <input type="checkbox"/> Textiles              | <input checked="" type="checkbox"/> Pallets | <input type="checkbox"/> Tires                |
| <input checked="" type="checkbox"/> Used Oil | <input checked="" type="checkbox"/> Antifreeze | <input checked="" type="checkbox"/> E-Scrap | <input checked="" type="checkbox"/> Paint     |

Other

If material is collected as 'single stream', please describe the specific materials that are included:

Number of residents that used the convenience center in 2018:

Permitted Convenience Center Name: \* Greenback Convenience Center

Name not listed on the permit (Common Name):

Address: \* 3840 Highway 95  
City: \* Greenback  
Zip: \* 37742  
Permit: \* CCC530000500 CCCXXXXXXXXXX  
Phone Number: \* (865)856-2010 (xxx) xxx-xxxx

Select days of operation: \*

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Enter hours of operation, and include if there are split times and/or mid-day closures: \*

Tuesday-Saturday 7:00 a.m. to 6:00 p.m.

Does this site collect materials beside household garbage? \*

Yes

No

What materials are collected? \*

Metals  Paper  Glass  Batteries  
 Plastic  Textiles  Pallets  Tires  
 Used Oil  Antifreeze  E-Scrap  Paint  
 Other

If material is collected as 'single stream', please describe the specific materials that are included:

Number of residents that used the convenience center in 2018:

## 2. Public Collection with Green Box (Rule 0400-11-01-.10(5)(a))

Does the county or its municipalities operate and use unmanned county collection containers or green boxes for municipal solid waste collection? \*

Yes  No

## 3. List publicly operated curbside municipal solid waste programs

Do residents in the county or each municipality have access to municipal solid waste curbside service(s)? \*

Yes  No

	COUNTY/MUNICIPALITY *	HOW IS COLLECTION MANAGED? *	FREQUENCY COLLECTED *	COLLECTION METHOD *	ASIDE FROM HOUSEHOLD GARBAGE ARE RESIDENTS ABLE TO DISPOSE OF THE FOLLOWING AT THE CURB? *	HOUSEHOLDS SERVED
1	Lenoir City	<input type="checkbox"/> Publicly <input type="checkbox"/> Open Market <input type="checkbox"/> Nonexclusive Franchise <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Managed Competition	<input checked="" type="radio"/> Twice a week <input checked="" type="radio"/> Once a week <input type="radio"/> Every other week	<input type="checkbox"/> Fully Automated <input type="checkbox"/> Semi-automated <input checked="" type="checkbox"/> Manual	<input checked="" type="checkbox"/> E-Scrap <input checked="" type="checkbox"/> Bulky Waste <input checked="" type="checkbox"/> White Goods <input checked="" type="checkbox"/> Brush <input checked="" type="checkbox"/> Tires <input type="checkbox"/> No	3,369
2	City of Loudon	<input checked="" type="checkbox"/> Publicly <input type="checkbox"/> Open Market <input type="checkbox"/> Nonexclusive Franchise <input type="checkbox"/> Contract <input type="checkbox"/> Managed Competition	<input checked="" type="radio"/> Twice a week <input type="radio"/> Once a week <input type="radio"/> Every other week	<input type="checkbox"/> Fully Automated <input type="checkbox"/> Semi-automated <input checked="" type="checkbox"/> Manual	<input checked="" type="checkbox"/> E-Scrap <input checked="" type="checkbox"/> Bulky Waste <input checked="" type="checkbox"/> White Goods <input checked="" type="checkbox"/> Brush <input checked="" type="checkbox"/> Tires <input type="checkbox"/> No	2,142

Provide additional explanation, if necessary:

## 4. List publicly operated curbside recycling programs

Do residents in the county or each municipality have access to curbside recycling service(s)? \*

Yes  No

## 5. List publicly operated recycling drop-off locations

Are there publicly operated recycling drop-off locations in the county or its municipalities not associated with convenience centers? \*

No

6. List any recovery businesses that accept, buy, or process recyclable materials for the county or its municipalities.

Does the county or municipalities have recovery businesses that accept, buy, or process recyclable materials for the county or its municipalities? \*

Yes

	FACILITY NAME *	ADDRESS AND CITY *	ZIP CODE *	WHAT RECYCLABLE MATERIALS ARE ACCEPTED, BOUGHT, OR PROCESSED? *	HOW ARE RECYCLABLE MATERIALS SORTED BEFORE BEING SENT TO SPECIFIC RECOVERY BUSINESS? *	HOW ARE RECYCLABLE MATERIALS PRICED? *
1	WestRock	1906 3rd Creek Road, Knoxville	37921	<input checked="" type="checkbox"/> Paper <input checked="" type="checkbox"/> Plastic <input checked="" type="checkbox"/> Metals <input type="checkbox"/> Glass <input checked="" type="checkbox"/> Other PLEASE SPECIFY: Cardboard	In-house manual	Via spot pricing
2	Seatons, LLC	1321 Frye Street, Athens	37303	<input type="checkbox"/> Paper <input type="checkbox"/> Plastic <input type="checkbox"/> Metals <input type="checkbox"/> Glass <input checked="" type="checkbox"/> Other PLEASE SPECIFY: Lead acid batteri	In-house manual	Via spot pricing
3	Caraustar	1845 Central Avenue, Chattanooga	37408	<input checked="" type="checkbox"/> Paper <input type="checkbox"/> Plastic <input type="checkbox"/> Metals <input type="checkbox"/> Glass <input type="checkbox"/> Other	In-house manual	Via spot pricing
4	Lankford Salvage	3620 Sweetwater Vonore Road, Sweetwater	37874	<input type="checkbox"/> Paper <input type="checkbox"/> Plastic <input checked="" type="checkbox"/> Metals <input type="checkbox"/> Glass <input type="checkbox"/> Other	In-house manual	Via spot pricing

5	Uniocore	East 19th Street, Fort Dix, NJ	08640	<input type="checkbox"/> Paper <input type="checkbox"/> Plastic <input type="checkbox"/> Metals <input type="checkbox"/> Glass <input checked="" type="checkbox"/> Other PLEASE SPECIFY: <u>Electronics</u>	In-house manual	Via spot pricing
6	Call2Recycle	1000 Parkwood Circle, Suite 200, Atlanta	30339	<input type="checkbox"/> Paper <input type="checkbox"/> Plastic <input type="checkbox"/> Metals <input type="checkbox"/> Glass <input checked="" type="checkbox"/> Other PLEASE SPECIFY: <u>Rechargeable bat</u>	In-house manual	Via spot pricing
7	Lighting Resources	128 L P Auer Road, Johnson City	37604	<input type="checkbox"/> Paper <input type="checkbox"/> Plastic <input type="checkbox"/> Metals <input type="checkbox"/> Glass <input checked="" type="checkbox"/> Other PLEASE SPECIFY: <u>Light bulbs</u>	In-house manual	Via spot pricing
8	Clean Harbor	3300 Cummings Road, Chattanooga	37419	<input type="checkbox"/> Paper <input type="checkbox"/> Plastic <input type="checkbox"/> Metals <input type="checkbox"/> Glass <input checked="" type="checkbox"/> Other PLEASE SPECIFY: <u>Oil based paint</u>	In-house manual	Via spot pricing

Provide additional explanation, if necessary:

7. List any restrictions or bans placed on wastes collected in the county or each municipality

Does the county or municipalities have any restrictions or bans placed on wastes collected? \*

Yes

1. Restriction or Ban

County or Municipality: \* City of Loudon

Select materials: \*

Paper

Plastics

Glass

Metal

E-Scrap

Organics

Other

Please specify 'Other' material: \*

Ordinances passed for: no paint, oil, or liquids are collected. No contractors can dispose of C&D waste.

Provide additional explanation, if necessary:

## 8. Check all obstacles that apply to expanding recycling in the county or its municipalities.

### 1. Obstacle

County or Municipality: \* Loudon County

Select obstacles: \*

Funding

Citizen apathy

Lack of support

Education

Markets

Staff

Other

### 2. Obstacle

County or Municipality: \* Lenoir City

Select obstacles: \*

Funding

Citizen apathy

Lack of support

Education

Markets

Staff

Other

Provide additional explanation, if necessary:

## 9. Management of Organics

Does the county or its municipalities manage organics? \*

Yes

No

## 10. Assistance for Backyard Composting

Does the county or its municipalities offer assistance for backyard composting? \*

Yes

No

## 11. Disaster Debris or Storm Event

In the last year, did a disaster debris or storm event increase the tonnage of organics diversion or disposal for the county or its municipalities? \*

Yes

No

Does your local government have a disaster debris plan? \*

Yes  No

Provide additional information, if necessary:

## 12. Recycling Services for Other Entities Beside Residents

Does the county or its municipalities offer recycling services to other entities besides residents? \*

Yes  No

	COUNTY OR MUNICIPALITY *	SERVICE(S) PROVIDED (CHECK ALL THAT APPLY) *	MATERIAL(S) COLLECTED (CHECK ALL THAT APPLY) *	NUMBER OF COMMERCIAL ENTITIES SERVED *	NUMBER OF INDUSTRIAL ENTITIES SERVED *	NUMBER OF INSTITUTIONAL ENTITIES SERVED *	NUMBER OF SPECIAL EVENTS SERVED *
1	Loudon County	<input type="checkbox"/> Curbside <input checked="" type="checkbox"/> Containers <input type="checkbox"/> Drop-off Locations	<input checked="" type="checkbox"/> Paper <input checked="" type="checkbox"/> Plastic <input type="checkbox"/> Metals <input type="checkbox"/> Glass <input checked="" type="checkbox"/> Other PLEASE SPECIFY: Cardboard	11	9	12	4

Provide additional information, if necessary:

## 13. What methods do the county and each municipality use to collect, transport and dispose of their municipal solid waste?

### 1. County/Municipality

County/Municipality: \* Loudon County

Who is the primary collector: (Check all that apply) \*

- Publicly
- Open Market
- Nonexclusive Franchise
- Contract
- Managed Competition

Collection-Transportation Equipment: (Check all that apply) \*

- Side Load Refuse Trucks
- Front Load Trucks
- Rear Load Trucks



Roll-off Trucks

Please specify the # of Roll-off Trucks: \* 2

Hauling and Transportation Destination: (Check all that apply) \*

Materials sent to Transfer Station

Direct haul to landfill (No Transfer Station)

Materials sent to Solid Waste Processor

Materials sent to Mixed Waste Processor

Materials sent to Waste-to-Energy

Materials sent to Incineration

---

## 2. County/Municipality

County/Municipality: \* Lenoir City

Who is the primary collector: (Check all that apply) \*

Publicly

Open Market

Nonexclusive Franchise

Contract

Managed Competition

Collection-Transportation Equipment: (Check all that apply) \*

Side Load Refuse Trucks

Front Load Trucks

Rear Load Trucks

Roll-off Trucks

Please specify the # of Rear Load Trucks: \* 2

Hauling and Transportation Destination: (Check all that apply) \*

Materials sent to Transfer Station

Direct haul to landfill (No Transfer Station)

Materials sent to Solid Waste Processor

Materials sent to Mixed Waste Processor

Materials sent to Waste-to-Energy

Materials sent to Incineration

---

## 3. County/Municipality

County/Municipality: \* City of Loudon

Who is the primary collector: (Check all that apply) \*

- Publicly
- Open Market
- Nonexclusive Franchise
- Contract
- Managed Competition

Collection-Transportation Equipment: (Check all that apply) \*

- Side Load Refuse Trucks
- Front Load Trucks
- Rear Load Trucks
- Roll-off Trucks

Please specify the # of Rear Load Trucks: \*                    2

Hauling and Transportation Destination: (Check all that apply) \*

- Materials sent to Transfer Station
- Direct haul to landfill (No Transfer Station)
- Materials sent to Solid Waste Processor
- Materials sent to Mixed Waste Processor
- Materials sent to Waste-to-Energy
- Materials sent to Incineration

Provide additional explanation, if necessary:

Loudon County collects material at the convenience centers. Transportation directly to Matlock Bend landfill is contracted through Waste Connections utilizing their own trucks.

14. What methods do the county and each municipality use to collect, transport, process or recycle their commodities?

1. County/Municipality

County/Municipality: \*            Loudon County

Who is the primary collector: (Check all that apply) \*

- Publicly
- Open Market
- Nonexclusive Franchise
- Contract
- Managed Competition

Collection-Transportation Equipment: (Check all that apply) \*

- Side Load Recycling Trucks

Front Load Trucks

Rear Load Trucks

Roll-off Trucks

Please specify the # of Roll-off Trucks: \* 2

Hauling and Transportation Destination: (Check all that apply) \*

Materials sent to Transfer Station

Direct haul to private processing facility (No Transfer Station)

Materials sent to public processing facility

Materials sent directly to end user as feedstock (minimal processing)

Provide additional explanation, if necessary:

Loudon County collects recyclables at the convenience centers and bales the materials. The baled materials are picked up by WestRock and the other processors and taken back to their facilities every few weeks.

## 15. Education Efforts

### 1. Program

Program Name: \* Loudon County Recycling Initiative

Program Sponsor: \* TDOT Litter Grant

Program Objective: \* Persuade and Inform

Number Served: \* County-Wide

Program Type: \*

Signage  Brochures  Classroom  Community Outreach

Mailings  Newspaper  Public Access TV  Radio

Special Events  Social Media  Website  Workshops

Other

Focus Area: \*

Solid Waste  Recycling  Diversion

Source Reduction  Organics  Operational Functions (use of CCC, HHW Events, etc.)

Program Target Audience: \*

Adult/General Public  Business/Industry  Government/Institutional

Children/Educators  Media  Civic/Environment

Provide additional information, if necessary:

16. Check all that apply and complete funding options that the county and its municipalities use to

fund their programs.

**1. County/Municipality**

County/Municipality: \* Loudon County

How is the program funded? (Check all that apply) \*

- Tipping Fees (\$68-211-835)    Surcharge (\$68-211-835)    Disposal Fee (\$68-211-835)    Property Taxes/General Fund
- Per Household Charges    Pay-As-You-Throw    Sale of Recyclables    Grants
- Other Taxes

Specify 3 Year Average Property Taxes/General Fund amount: \* 461,532.00 \$

**2. County/Municipality**

County/Municipality: \* Lenoir City

How is the program funded? (Check all that apply) \*

- Tipping Fees (\$68-211-835)    Surcharge (\$68-211-835)    Disposal Fee (\$68-211-835)    Property Taxes/General Fund
- Per Household Charges    Pay-As-You-Throw    Sale of Recyclables    Grants
- Other Taxes

Specify 3 Year Average Property Taxes/General Fund amount: \* 353,500.00 \$

Specify 3 Year Average Per Household Charges: \* 6.00 \$

**3. County/Municipality**

County/Municipality: \* City Loudon

How is the program funded? (Check all that apply) \*

- Tipping Fees (\$68-211-835)    Surcharge (\$68-211-835)    Disposal Fee (\$68-211-835)    Property Taxes/General Fund
- Per Household Charges    Pay-As-You-Throw    Sale of Recyclables    Grants
- Other Taxes

Specify 3 Year Average Property Taxes/General Fund amount: \* 425,250.00 \$

Provide additional information, if necessary:

**17. Contracting Out of Services**

Does the county or its municipalities contract out its services? \*

- Yes    No

Please complete the following table for the county or each municipality:

	COUNTY/MUNICIPALITY *	CONTRACTOR *	BUDGETED CONTRACT AMOUNT *	CONTRACT START (MM/YYYY)	CONTRACT END (MM/YYYY)	TYPE OF CONTRACT *	SERVICES PROVIDED *
1	Loudon County	Waste Connections	65,000.00	07/2018	06/2019	<input type="checkbox"/> Nonexclusive <input type="checkbox"/> Exclusive Franchise <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Managed Competition	<input checked="" type="checkbox"/> Disposal <input type="checkbox"/> Recycling <input type="checkbox"/> Organics Collection <input type="checkbox"/> Convenience Center Operations <input type="checkbox"/> Transfer Station Operations <input type="checkbox"/> Refuse Collection <input type="checkbox"/> Bulky Item Collection
2	Lenoir City	Tennessee Trash	52,500.00	06/2018	05/2021	<input type="checkbox"/> Nonexclusive <input type="checkbox"/> Exclusive Franchise <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Managed Competition	<input checked="" type="checkbox"/> Disposal <input type="checkbox"/> Recycling <input type="checkbox"/> Organics Collection <input type="checkbox"/> Convenience Center Operations <input type="checkbox"/> Transfer Station Operations <input checked="" type="checkbox"/> Refuse Collection <input type="checkbox"/> Bulky Item Collection

Are any of the above contracts considered an exclusive franchise? \*

Yes

No

Provide additional information, if necessary:

18. Complete the following section for the county and its municipalities that provide solid waste

and/or recycling services.

**1. County/Municipality**

County/Municipality: \* Loudon County

**Municipal Solid Waste Services:**

How many part-time? *	How many Full Time Equivalents (FTE)? *	Total Staff
12	8	20

**Recycling Services:**

How many part-time? *	How many Full Time Equivalents (FTE)? *	Total Staff
12	8	20

**2. County/Municipality**

County/Municipality: \* Lenoir City

**Municipal Solid Waste Services:**

How many part-time? *	How many Full Time Equivalents (FTE)? *	Total Staff
0	10	10

**Recycling Services:**

How many part-time? *	How many Full Time Equivalents (FTE)? *	Total Staff
0	0	0

**3. County/Municipality**

County/Municipality: \* City of Loudon

**Municipal Solid Waste Services:**

How many part-time? *	How many Full Time Equivalents (FTE)? *	Total Staff
0	13	13

**Recycling Services:**

How many part-time? *	How many Full Time Equivalents (FTE)? *	Total Staff
0	0	0

Provide a brief explanation of employee roles noted above, if necessary:

**19. Budget and other optional uploads (Must save to see file attachments option)**

Please upload a copy of last Fiscal Year's Solid Waste and Sanitation Fund expenses, revenues, assets and liabilities for the county below by clicking on "Upload File" under A. Solid Waste and Sanitation Fund. Please use options B-J to upload the Solid Waste and Sanitation Fund expenses, revenues, assets and liabilities of the municipalities within the county. There are also upload options for any other additional reports, documents, and files deemed relevant to this Annual Progress Report.

Provide additional information, if necessary:

## File Attachments

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Click the 'Upload File' button to attach supporting documents as required.

\* Maximum file size is 5 MB.

A. Solid Waste and Sanitation Fund for the county (Max file size = 5MB). \*

Loudon County\_Solid\_Waste\_Sanitation\_Fund\_116.pdf

B. Additional Solid Waste and Sanitation Fund expenses, revenues, assets and liabilities (Max file size = 5MB).

C. Additional Solid Waste and Sanitation Fund expenses, revenues, assets and liabilities (Max file size = 5MB).

D. Additional Solid Waste and Sanitation Fund expenses, revenues, assets and liabilities (Max file size = 5MB).

E. Additional Solid Waste and Sanitation Fund expenses, revenues, assets and liabilities (Max file size = 5MB).

F. Additional Solid Waste and Sanitation Fund expenses, revenues, assets and liabilities (Max file size = 5MB).

G. Additional Solid Waste and Sanitation Fund expenses, revenues, assets and liabilities (Max file size = 5MB).

H. Additional Solid Waste and Sanitation Fund expenses, revenues, assets and liabilities (Max file size = 5MB).

I. Additional Solid Waste and Sanitation Fund expenses, revenues, assets and liabilities (Max file size = 5MB).

J. Additional Solid Waste and Sanitation Fund expenses, revenues, assets and liabilities (Max file size = 5MB).

Optional upload for additional reports or documents (Max file size = 5MB):

Lenoir City Sanitation Budget.pdf

Optional upload for additional reports or documents (Max file size = 5MB):

City of Loudon SW Budget.pdf

Optional upload for additional reports or documents (Max file size = 5MB):

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Response created on: Jan 30, 2019 at 10:40 AM EST by THendrick@etdd.org

Response last updated on: Feb 27, 2019 at 09:28 AM EST by THendrick@etdd.org

# TDEC SURVEY QUESTIONS

ANNUAL | 2018

Member Name: Loudon  
Member Alias: Loudon  
APR

1. What grants would the county and municipalities like to see TDEC promote in the next two years?

County or Municipality Name: \* Loudon County

Select grants: \*

- |   |  |   |   |
|---|--|---|---|
| <input checked="" type="checkbox"/> Recycling Equipment | <input checked="" type="checkbox"/> Waste Reduction      | <input type="checkbox"/> Organics Management/Composting | <input checked="" type="checkbox"/> Education and Outreach    |
| <input checked="" type="checkbox"/> Hub and Spoke       | <input checked="" type="checkbox"/> Technical Assistance | <input checked="" type="checkbox"/> Convenience Centers | <input checked="" type="checkbox"/> Access Improvements/Carts |
| <input type="checkbox"/> New Technologies               | <input checked="" type="checkbox"/> Measurement          | <input type="checkbox"/> Other                          |   |

2. What are the county and municipalities biggest needs for this next calendar year? Grant demonstration of need and priority will be determined through answering these questions.

County or Municipality Name: \* Loudon County

Select biggest needs for next calendar year: \*

- Equipment
- Facility Upgrades
- Education and Outreach
- Technical Assistance Providers
- Other

What type of equipment? \*

- New
- Upgrade
- Expand

Explain Equipment: \*

Loudon County needs two new 40-yard compactor boxes to replace aging equipment at our convenience centers. Our current compactors are about 15-years old, and we run them essentially nonstop for six days each week. We also need a new horizontal baler for use at our Greenback convenience center. Usage of the Greenback center has increased steadily over the past few years, and we now must pickup materials from that center at least three times weekly. It would be more cost-efficient for us to purchase a baler to process materials at the Greenback center rather than haul materials so frequently from there.

Explain Technical Assistance Providers: \*

Loudon County relies on the solid waste planner from ETDD to assist with our APR; with grant application preparation, submission, and administration; and with planned updates to our 10-year plan.

3. Are there any policies, statutes, rules, protocols or ordinances that inhibit the county and municipalities from having effective programs? Reference specific statutes, rules, policies or documents when answering the question.

County or Municipality Name: \* Loudon County

Describe inhibitors: \*



N/A

4. Are there any parts or utility of the 10 Year Solid Waste and Materials Management Statewide Plan, Plan Update or Annual Progress Report the county and municipalities do not understand?

County or Municipality Name: \* Loudon County

Please describe: \*

N/A

5. What role can Materials Management play to be the biggest resource to the county and its municipalities?

County or Municipality Name: \* Loudon County

Please explain: \*

Loudon County wants TDEC to provide resources and potential grants to facilitate repair of formerly-used landfills.

6. What is needed in the county and municipalities to further waste reduction, recycling, diversion or end markets in Tennessee?

County or Municipality Name: \* Loudon County

Describe needs: \*

Loudon County wants to see more participation from and accountability for cities regarding recycling and waste diversion activities.

7. What do the county and municipalities plan to apply for next 18 month grant cycle?

COUNTY OR MUNICIPALITY NAME: *	GRANT TYPE *	NEED *	BRIEFLY DESCRIBE NEED *	REPLACEMENT *	REIMBURSEMENT AND MATCHING FUNDS BUDGETED? *
Loudon County	Convenience Center	Equipment	We need two 40-yard compactor boxes for use at our convenience centers.	Yes	Yes
Loudon County	Recycling Equipment	Equipment	We need a horizontal baler to process our recyclables.	Yes	Yes

8. §68-211-871(b) requires an annual progress report on the implementation of the regional comprehensive integrated municipal solid waste management plan. What steps are the county and municipalities taking locally to contribute to regional plan implementation?

County or Municipality Name: \* Loudon County

Describe steps the county and municipalities are taking: \*

Our regional solid waste plan calls for recycling and waste reduction, and Loudon County is providing as many opportunities for residents to recycle as are financially feasible. We also seized upon the opportunity to work with local industry to take material that was landfilled and give it a beneficial use. Specifically, we worked with Kimberly Clark on paper waste that is now used as an alternate daily cover and with Tate and Lyle on sludge that is now used for soil additive.

9. What areas would you like to see the Division of Solid Waste Management focus on in coming years to help the county and municipalities be successful implementing the Region's plan and programs?

County or Municipality Name: \* Loudon County

Describe areas: \*

Loudon County would like to see TDEC interact directly with cities in the same way they interact with counties. We would like to see TDEC help cities integrate programs to help facilitate the goals of the regional solid waste plan. Additionally, Loudon County would like to see TDEC help create better opportunities for markets for waste tires. Loudon County handled 484.5 tons of tires in 2018 without issue, but TDEC can help ensure competition in the marketplace, so that counties are not left with one viable option for tire recycling and that service levels are kept at a desirable level due to multiple service options existing.

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Response created on: Feb 4, 2019 at 09:39 AM EST by THendrick@etdd.org

Response last updated on: Mar 5, 2019 at 02:36 PM EST by THendrick@etdd.org

# TIRE REPORT

ANNUAL | 2018

Member Name: Loudon  
Member Alias: Loudon  
APR

## Tire Report Module

Amount of Tires managed: *	484.50 <i>tons</i>
Amount of Tires sent to beneficial use: *	484.50 <i>tons</i>
Amount of Tires landfilled: *	0.00 <i>tons</i>

Response created on: Feb 12, 2019 at 10:50 AM EST by kkeel@santekwasteservices.com

Response last updated on: Feb 12, 2019 at 10:50 AM EST by kkeel@santekwasteservices.com

# 2018 Loudon County

Class I = 276,027.74 tons

Public Recycling and Diversion = 2,641.21 tons

Private Recycling and Diversion = 113,643.40 tons

Landfilled Rate = 276,027.74 tons landfilled / 392,312.35 tons generated = 70.4% landfilled

Diversion Rate = **29.6%**

<b>2018 APR Customer List</b>				
<b>Customer</b>	<b>Tons Recycled</b>			
Tate & Lyle	762.16			
American Honda	2063.22			
Viskase	45.42			
Monterey Mushroom	368.40			
Kimberly Clark	109845.53			
Wal-Mart Lenoir City provided by Ashby Barnes		Data Expected Week of 3/10/19		
Spectra	35.02			
Brewsters Tree Service		Data Expected Week of 3/10/19		
Greens Recycling		Data Expected Week of 3/10/19		
Tennessee Trash Service		Data Expected Week of 3/10/19		
Ingles - Lenoir City				
Food City - Loudon & Lenoir City				
Dollar General - Provided by Ashby Barnes	152.42			
Dollar Tree #1042 and #5077	72.80			
Family Dollar #4170		Data Expected Week of 3/10/19		
Home Depot #740	298.43			
<b>Private Total</b>	<b>113643.40</b>			
Tellico Village	1027.91			
Loudon County Convenience Center	1590.97			
Lenoir City Utilities	22.33			
<b>Public Total</b>	<b>2641.21</b>			
<b>Total private &amp; public recycling / diversion tonnage for Loudon County as of 3/8/19</b>	<b>116284.61</b>			
*Awaiting data from these Customers with most recent contact 3/8/19				
* Recycling data provided by TDEC for these entities.				

# Assessment of Proposed Second Amendment to Sanitary Landfill Operation Agreement

Loudon County Solid Waste Disposal Commission  
Santek Environmental, Inc

March 2019

# Proposed Second Amendment to Sanitary Landfill Operation Agreement

- Reference is made to the Draft Amendment that has been submitted for review by Commissioners
- Highlights of the Proposed Amendment
  - Terms of Contract: Proposed fixed-term Contract expiring 30 June 2034 regardless of amount of consumed lined airspace
  - Phased Closure Strategy: Four-phase closure grading proposed by Santek is a part of the Contract. Closure proposed to be volume-based and not date-based due to unique geometry of expanded landfill. Will track annual waste receipts and once Santek crosses the waste-receipt “threshold” necessary to achieve each of the phased closure grades, Santek will have 12 months to complete that specific phase of closure. By adopting Santek’s proposed closure grades, the Commission does not interfere with Santek’s business/operation model.
  - Closure Areas: Santek will be responsible for 46.1 acres of phased closure and the Commission will be responsible for a maximum of 11.1 acres of closure at the end of the Contract. Accrual of the Security Fee recognizes these areas.

# Proposed Second Amendment to Sanitary Landfill Operation Agreement (continued)

- **Contract Spreadsheet:** A spreadsheet has been developed to capture accruals and liabilities throughout the term of the Contract. The spreadsheet will become part of the Contract. Summary of analysis rationale for spreadsheet provided under separate cover.
- **Annual Adjustment of Security Fee in the Contract Spreadsheet:** Several parameters will be adjusted annually to impact calculation of the Security Fee. The following includes the basis for adjusting specific factors based on review of ongoing operational performance of the Landfill.
  - **Five-year Running Average:** A five-year running average in our forward projections is proposed for: (i) daily waste receipts; (ii) tipping fee; and (iii) utilization/compaction factor. These are calculated by Santek either each month or annually and we will update the current year's performance in the spreadsheet and use the most recent five-year rolling average value for future projections.
  - **Government Projections:** For the initial spreadsheet, we used an interest rate of 1% and an inflation rate of 2%. In the future, we propose using the Consumer Price Index (CPI) as reported by the Bureau of Labor Statistics (BLS) to account for current inflation in companion with the annual inflation factor provided by TDEC. We propose to use the current five-year rolling average value for future projections. In the future we propose to update the interest rate based on the actual rate of return for the Security Fee accrual as reported to the County for its selected investment vehicle.
  - **Closure and Post-closure Care (C/PCC) Costs:** Each year, Santek provides a report to TDEC regarding its estimate of C/PCC costs and TDEC applies its own inflation adjustment. We propose to use a five-year rolling average for inflation to assess the anticipated inflation for future projections of C/PCC costs.



# Proposed Second Amendment to Sanitary Landfill Operation Agreement (continued)

- Annual Adjustment of Security Fee in the Contract Spreadsheet: Several parameters will be adjusted annually to impact calculation of the Security Fee. The following includes the basis for adjusting specific factors based on review of ongoing operational performance of the Landfill (continued).
  - Lined and Closed Areas: The current landfill comprises 40.6 acres of permitted airspace and the constructed expanded landfill will comprise 52.2 acres. Santek will be responsible for closing 41.6 acres and the County will close 11.1 acres. Therefore, Santek will need to construct about 11.6 acres of liner for the expanded landfill footprint used during the extended Contract period. The projected amount of lined and closed landfill will not be adjusted during the Contract period unless there is a revised grading, lining, and phased closure design that is developed by Santek and accepted/approved by the Commission as part of an amended Contract. Spreadsheet calculations and annual adjustments are, however, sensitive to the timing of: (i) liner construction, and (ii) phased closure.

# Financial Summary

The proposed option represents a case where the Commission reduces the 2027 liability to \$1MM and provides a 2034 net accrual of \$1.6MM. In addition, there is a significant accrued Host Fee during life of Contract.

	Receipts (tpd)	Security Fee	Year	C/PCC Liability	Accrual	Net		Receipts (tpd)	Security Fee
Current	550		2019	\$7.34MM	\$1.86MM	(\$5.48MM)			
Proposed	640	\$1.79	2027	\$ 6,094,680	\$ 5,094,680	\$ (1,000,000)		550	\$2.08
		\$1.38	2034	\$ 5,583,483	\$ 7,183,483	\$ 1,600,000			\$1.61
	Receipts (tpd)		Year			Net		Receipts (tpd)	Net
Host Fee	640		2027			\$ 2,022,746		550	\$1,775,080
			2034			\$ 3,392,558			\$2,952,261

# Assessment of Options

- The proposed option places the Commission in a much stronger financial position in 2027 compared to the current Contract.
- It is noted that the reported liability/accrual calculations relate to Security Fee only. The accrued Host Fee value is also shown at the bottom to the table on previous slide, but was explicitly NOT used in the Security Fee calculations.
- The proposed option is relatively insensitive to a reduction in the target waste receipts of 550 tpd, but there is strong motivation for Santek to increase tonnage.
- The proposed option includes the following features: (i) provides a demonstration of good faith on the part of Santek because they are reducing the liability from \$5.48M to \$1M over the first eight years of the extended Contract, (ii) recognizes the Commission's desire for a target accrual at the end of the current contract period in 2027, and (iii) reduces the Security Fee in the last few years of the extended Contract when Santek needs to be accruing for its large closure efforts after 2030.
- In the worst case, a portion of the accrued Host Fee in companion with the accrued Security Fee will be sufficient in 2027 to reduce the Commission's net liability to \$0 for the 11.1 acres closure liability.

## SECOND AMENDMENT TO SANITARY LANDFILL OPERATION AGREEMENT

THIS SECOND AMENDMENT TO SANITARY LANDFILL OPERATION AGREEMENT (this “Amendment”) is entered into as of the \_\_\_ day of ~~March~~~~January~~, 2019, by and between the **Loudon County Solid Waste Disposal Commission** (“Commission”), a public entity created by an Intergovernmental Agreement among the City of Lenoir City, the City of Loudon and Loudon County, Tennessee dated March 1, 1993, and **Santek Environmental, Inc.** (“Contractor”), a Tennessee corporation with its principal place of business at 650 25th Street N.W., Cleveland, Tennessee 37311.

### RECITALS

A. The parties have previously entered into a certain Sanitary Landfill Operation Agreement dated as of July 1, 2007, as amended by that certain First Amendment to Sanitary Operation Agreement dated as of March 1, 2015 (collectively, the “Agreement”), which concerns the operation of the Commission’s Subtitle D sanitary landfill known as the Matlock Bend Sanitary Landfill located on Highway 72 in Loudon, Tennessee (the “Landfill”).

B. The parties desire to modify and amend the terms of the Agreement pursuant to the following provisions.

NOW, THEREFORE, based upon the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Section 3.1 of the Agreement is amended by adding the following provision to the end of the section:

In addition to the foregoing, Contractor agrees to submit to TDEC a major permit modification to the Landfill Permit (the “2019 Major Permit Modification”), and the Commission agrees to support and cooperate with the Contractor’s effort to obtain TDEC approval for the 2019 Major Permit Modification. The 2019 Major Permit Modification shall address the following modifications:

- (a) The permitted airspace will include a lateral expansion of approximately 26.6 acres, which brings the revised total footprint of the permitted landfill area to 67.2 acres.
- (b) The maximum permitted elevation will be shown as 1,125 ft. msl.
- (c) A cell construction and grading plan similar to that prepared by ~~the~~ Contractor and shown in Exhibit B attached to this Amendment, which achieves a maximum constructed elevation of 1,093 ft. msl. At no time during the life of the Amendment shall the constructed landfill grades exceed elevation of 1,093 ft. msl unless authorized in writing by the Commission.

- (d) A phased cell construction and closure plan will be developed as a concept to show the proposed relationship between permitted, constructed, and closed portions of the Landfill. The proposed constructed footprint shall be shown to be consistent with the drawing attached to this Amendment as Exhibit C. The parties to this Amendment hereby agree that the final phased cell construction plan that is approved by the Commission will replace the proposed phased cell construction plan attached as Exhibit C.
- (e) A phased closure schedule and footprint that includes a strategy and commitment by Contractor to close at its cost approximately 41.6 acres, as presented in Exhibit D and in accordance with the provisions set forth in Section 8.2(a) of this Amendment. The parties to this Amendment hereby agree that the final phased closure schedule and footprint that is approved by both the Commission and TDEC will replace the proposed phased closure schedule attached as Exhibit D. The parties to this Amendment acknowledge that the closure schedule is likely to change during the life of the Agreement in order for the Contractor to meet the financial objectives identified in Section 10.7 of this Amendment. The parties to this Amendment hereby agree that the phased closure schedule and footprint that is adjusted in accordance with terms of this Amendment will replace the proposed phased closure schedule attached as Exhibit D

- 2. Section 3.5 of the Agreement is further amended herein by deleting the entirety of Section 3.5 of the Agreement and substituting in lieu thereof the following:

**3.5 Agreement Period.**

- (a) This Amendment shall be effective upon execution by the parties hereto and this Amendment shall be for a term ending on June 30, 2034~~2~~. This Amendment shall not be extended beyond June 30, 2034~~2~~ for any reason, unless expressly authorized by the Commission.

- 3. Section 5.6 of the Agreement is hereby amended by inserting a new sentence to subsection (a) immediately after the existing first sentence, which new sentence reads as follows:

Commission shall take any and all actions necessary to provide Contractor access to and the right to use soils from the real property adjacent to the Landfill (the “Adjacent Property”) and more particularly identified on Exhibit E to this Amendment. The soils from this property will be provided by the Commission to ~~t~~The Contractor without charge or other cost or assessment. However, soils from this property shall be used only for cover and Landfill operations by the Contractor at the Landfill. Prior to obtaining soils from the Adjacent PropertySite, the Contractor shall prepare a grading plan to show the approximate excavation sequence and an Erosion and Sediment Control (the

“ES&C”) Plan for this area. The Contractor shall submit the proposed final grading topography, the ES&C Plan, and the interim and final vegetation plan ~~shall submit these plans for to~~ the Commission for its approval before any grading and excavation commences on the Adjacent Property. The Contractor shall be responsible for obtaining all permits and for all costs related to operation and stabilization of the Adjacent Property.

4. Section 5.7 of the Agreement is hereby amended by inserting a new sentence to subsection (a) immediately after the existing first sentence, which new sentence reads as follows:

[This Amended Section will address the -articular requirements for Contractor to implement an acceptable pressurized wheel wash system at the Landfill by an agreed date certain and to enhance the requirement that Contractor maintain all Access Roads within one-quarter mile of the gate to the Landfill free from litter, debris, sediment, and other foreign material].

- 4.5. Section 8.2 of the Agreement is amended herein by deleting the entirety of Section 8.2 of the Agreement and substituting in lieu thereof the following:

**8.2 8.2 Closure/Post-Closure Care of Existing Landfill**

- (a) ~~Within thirty days following execution of this Amendment, Contractor will commence development of a phased closure schedule for submission to the Commission for review and approval. This phased closure schedule referenced in Section 1(e) of the Agreement shall be included as part of the 2019 Major Permit Modification submittal, followed by the subsequent submittal~~ to TDEC for approval. Upon approval by TDEC, ~~the~~ Contractor will commence implementation of the approved phased closure plan and it will become an Exhibit to this Amendment in accordance with Section 1(e) of the Agreement. ~~The~~ Contractor will be responsible for implementing at its cost such phased closure schedule as part of the 2019 Major Permit Modification, and as is set forth ~~in~~ Exhibit D. ~~The phased closure schedule shall require that the Contractor close specific areas of the Landfill within a selected time period once a pre-determined quantity of solid waste has been received at the Landfill. Those areas, time periods, and waste quantities were identified in previously referenced Exhibits C and D, at a minimum, 14 acres of the Landfill no later than the end of 2021 and thereafter Contractor shall close an additional approximately 14 acres of the Landfill every 5 years.~~ The Contractor will be fully responsible for funding ~~c~~Closure and ~~p~~Post-~~c~~Closure ~~c~~Care costs for all areas of the Landfill other than an area of approximately 11.1 acres of constructed liner area. The Commission shall be responsible for funding ~~c~~Closure and ~~p~~Post-~~c~~Closure ~~c~~Care costs of these 11.1 acres. In no event, at the end of the term of this Amendment, shall the Commission be responsible for ~~c~~Closure and ~~p~~Post-~~c~~Closure

cCare costs for any more than the 11.1 acres of constructed liner area and the remaining post-closure costs for areas of the Landfill that had previously been closed by the Contractor (the “Commission’s Closure and Post-Closure Care costs”). Upon issuance of the 2019 Major Permit Modification, the final, approved phased closure schedule incorporated therein will be attached to this Amendment as Exhibit D. In the event that areas beyond the 11.1 acres of constructed liner area have received waste during the term of this Amendment, but have not yet been closed by Contractor under the approved phased closure plan, Contractor will provide Commission the necessary additional funds for Commission to pay for all cClosure and pPost-cClosure cCare costs of such areas.

- (b) During the term of this Amendment, the Contractor shall be responsible for compliance with pPost-cClosure cCare for the Phase I portion of the Landfill and all portions of the Landfill closed during the term of this Amendment pursuant to the Commission and TDEC-approved phased closure schedule included in the 2019 Major Permit Modification. After the term of this Amendment, the Commission shall assume any remaining responsibility for pPost-cClosure cCare, but the Contractor will have accrued sufficient funds for use by the Commission to complete these activities. The pPost-cClosure cCare costs and funds will be calculated in accordance with the spreadsheet attached to this Amendment as Exhibit F.

~~5.6.~~ Section 10.6 of the Agreement is amended herein by deleting the entirety of Section 10.6 of the Agreement as of the date of this Amendment, and substituting in lieu thereof the following:

**10.6 Host Fees.** Beginning the first day of the month following execution of this Amendment, the Contractor shall pay the Commission a per ton hHost fFee (the “Host Fee”) for all Solid Waste disposed of at the Landfill during the term of this Amendment in a fixed-percentage amount equal to five and one-half percent (5.5%) of the tipping fees received by Contractor, provided, that the percentage rate of such Host Fee shall not change throughout the term of this Amendment, and provided further that the aggregate amount of each monthly payment to the Commission for Host Fees shall not be less than \$10,560.00. Host Fees shall be paid to the Commission on or before the 20<sup>th</sup> day of the following month for which the tipping fees were generated. Notwithstanding the foregoing, the Contractor shall not pay a Host Fee for waste disposed of at the Landfill pursuant to the Commission’s Reserved Rights unless specifically provided for by a subsequent written agreement between the Commission and Contractor.

~~6.7.~~ Section 10.7 of the Agreement is amended herein by deleting the entirety of Section 10.7 of the Agreement as of the date of this Amendment, and substituting in lieu thereof the following:

**10.7 Closure and Post-Closure Care Security Fees.** Beginning the first day of the month following execution of this Amendment, the Contractor shall pay the Commission a per ton ~~c~~Closure and ~~p~~Post-~~c~~Closure ~~c~~Care security fee (the “Security Fee”) for all Solid Waste disposed of at the Landfill during the term of this Amendment in an amount equal to \$1.7~~55~~ per ton received from customers by ~~the~~ Contractor; provided, that such amount shall be adjusted annually thereafter on each subsequent November 1<sup>st</sup> during the term of this Amendment. The annual adjustment of the amount of the Security Fee will be based upon the calculation formulas set forth in the spreadsheet provided as Exhibit F attached hereto. The annual adjustment of the amount of the Security Fee shall be conducted to accomplish the following specific objectives: (1) on or before the end of 2027, the Commission will have sufficient funds in its Security Fee account to have a net liability of no more than \$1,000,000.00 for closure and post-closure care costs (for purposes of this subpart, net liability is determined based upon the difference between accrued funds in the Security Fee account and the current TDEC annual inflation adjustment notice assessing total liability for closure and post-closure care of the entire Landfill), and (2) on or before June 30, 2034, Commission will have an additional \$1,600,000.00 in its Security Fee account above and beyond the funds necessary for closure and post-closure care costs for 11.1 acres of the Landfill and post-closure care costs for those portions of the Landfill previously closed by the Contractor. ~~(1) on or before the end of 2027, the Commission will have sufficient funds in its Security Fee account to have no net liability for Closure and Post Closure Care costs, and (2) on or before June 30, 2032, Commission will have an additional \$1,600,000.00 in its Security Fee account above and beyond the funds necessary for Closure and Post Closure Care costs for 11.1 acres of the Landfill and Post Closure Care costs for those portions of the Landfill previously closed by the Contractor.~~ Such Security Fee shall be used by the Commission to establish a Security Fee ~~a~~Account (the “Security Fee Account”) and maintain adequate financial reserves therein for the payment of Commission’s Closure and Post-Closure Care costs ~~Closure and Post Closure Care~~and requirements at the Landfill that are~~is~~ not the obligation of ~~the~~ Contractor pursuant Section 8.2 of this Amendment and the closure schedule set forth in Exhibit D. The payment of the Security Fee shall not relieve ~~the~~ Contractor of any of its obligations for ~~c~~Closure and ~~p~~Post-~~c~~Closure ~~c~~Care under this Amendment, and ~~the~~ Contractor shall have no entitlement to the Security Fee. The Commission reserves the right to use excess reserves accumulated from said Security Fee, in such amounts as it shall determine, for any lawful purpose. Notwithstanding the foregoing, the Contractor shall not pay a Security Fee for waste disposed of at the Landfill pursuant to the Commission’s Reserved Rights unless specifically provided for by a subsequent written agreement between the Commission and Contractor.



7. Except as amended herein, all other terms, covenants and conditions of this Amendment shall remain in full force and effect and are hereby reaffirmed by the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of

the date first written above.

**LOUDON COUNTY SOLID WASTE  
DISPOSAL COMMISSION**

By: \_\_\_\_\_  
Steve M. Field, Chair

**SANTEK ENVIRONMENTAL, INC.**

By: \_\_\_\_\_  
Joseph T. Watts, President

## **EXHIBIT B**

**[Attach Contractor's drawing titled "REMAINING EXP THRU MOD 4 (1084) CAD.pdf]**

Note to Santek: The text reports that this is to be the Cell Construction and Grading drawing. The current Exhibit B Shows construction grades in the background and the closure areas in color. The closure is addressed in other Exhibits. Suggest that this exhibit be used only to show the proposed construction grades that will be shown in the permit modification.

## EXHIBIT C

### [Geosyntec drawing title “Conceptual Closure Layout Rev 1.pdf”]

Note to Santek: The text reports that this is to be the Phased Cell Construction drawing that shows the relationship between permitted, construction, and closure grades. This drawing should be a Santek drawing and adjusted to show the new closure schedule in accordance with the ~~contract~~ terms in this Amendment. The areas and dates shown in this current drawing are inconsistent with the contract terms. Closure is now proposed to proceed on a volume-based strategy instead of a date-based strategy.

## EXHIBIT D

### [Description of Proposed Phased Closure Schedule]

Note to Santek: The text reports that this is to be the Phased Closure drawing. The drawing should be changed to be consistent with the text of the Amendment and Exhibit C. -The table attached to this exhibit needs to be similarly adjusted. Also, although the table identifies utilization factors, waste receipts, and adjustments due to the operating agreement, it should be stated that regardless of these variables, the closure schedule and Security Fee will be adjusted such that the accrued Security Fee ~~meet the following terms of the contract: *The annual adjustment of the amount of the Security Fee shall be conducted to*~~ accomplish the following specific objectives: (1) on or before the end of 2027, the Commission will have sufficient funds in its Security Fee account to have ~~a net~~ net liability of no more than \$1,000,000.00 for cClosure and pPost-cClosure cCare costs, and (2) on or before June 30, 2034~~2~~, Commission will have an additional \$1,600,000.00 in its Security Fee account above and beyond the funds necessary for cClosure and pPost-cClosure cCare costs for 11.1 acres of the Landfill and pPost-cClosure cCare costs for those portions of the Landfill previously closed by the Contractor.

## **EXHIBIT E**

### **[Description of Commission Soil Property]**

Note to Santek: This shows the anticipated schedule, areas, and volumes. There should also be a grading plan presented regarding the final grading based on these assumptions, as well as commitment to develop an approved E&SC Plan. Are the “Proposed Storm Water Ponds” for the expanded Landfill or for the Adjacent Property. Will the expansion design include storm water pond design and relocation? Is the blue line the property line for the “Landfill” in TDEC’s mind regarding the current permit?

## **EXHIBIT F**

### **[Calculation of Annual Adjustments to Closure and Post-Closure Security Fee]**

The Commission and the Contractor agree to an analysis methodology set forth in the attached spreadsheet that will be used to calculate and adjust on an annual basis, as needed, the Security Fee to accomplish the following objectives: *(1) on or before the end of 2027, the Commission will have sufficient funds in its Security Fee account to have a net liability of no more than \$1,000,000.00 for closure and post-closure care costs, and (2) on or before June 30, 2034, Commission will have an additional \$1,600,000.00 in its Security Fee account above and beyond the funds necessary for closure and post-closure care costs for 11.1 acres of the Landfill and post-closure care costs for those portions of the Landfill previously closed by the Contractor*~~(a) by June 30, 2027, Commission will have received sufficient monthly payments from the Contractor for the Security Fee such that the Security Fee Account, including the accruable interest, aggregates to an amount sufficient to cover all the Commission's Closure and Post-Closure Care costs for the Landfill as it constructed by June 30, 2027; and (b) by June 30, 2032, Commission will have received sufficient monthly payments from the Contractor for the Security Fee such that the Security Fee Account, including the accruable interest, aggregates to an amount equal to at least \$1,600,000 in excess of the Commission's Closure and Post-Closure Care costs and remaining Post-Closure Care costs that exist at the termination of this Amendment.~~

**[Attach the agreed upon spreadsheet.]**

Loudon County Solid Waste Disposal Commission  
Accrual and Liability Spreadsheet Narrative  
Matlock Bend Landfill

11 March

At the request of the Loudon County Solid Waste Disposal Commission (LCSWDC), Geosyntec Consultants developed an Excel spreadsheet to assess the impacts of a wide range of operational parameters on the accruals and liabilities anticipated by LCSWDC as it negotiates an Amendment of its current Contract with Santek Environmental, Inc. (Santek). Geosyntec provided a step-by-step summary of the spreadsheet to LCSWDC in December 2018 and has used the spreadsheet as an integral component of the Contract negotiations. It is anticipated that the spreadsheet will become part of the Amended Contract. As such, LCSWDC requested that this brief summary narrative be provided to outline the rationale used during spreadsheet development.

The spreadsheet was developed to include three distinct components: (i) input parameters, (ii) accruals, and (iii) liabilities. Using the input parameters, to include various target operational parameters (e.g., assumed average daily waste receipts), calculations were performed to assess potential liabilities and accruals. The Security Fee is assigned to meet target revenues, liabilities, etc. A brief discussion of these three components and their interactions follows.

**Input Parameters:** To assign liabilities and accruals, it is necessary to numerically summarize operational parameters, construction costs, etc. These parameters are landfill specific and may vary during the life of the Contract. Currently, some of these parameters are assumed to remain constant during the life of the Contract and some are assumed to vary annually. The parameters that are currently assumed constant include:

- days of operation per year,
- host fee in terms the greater of: (i) percent of gate receipts, or (ii) monthly minimum,
- security fee in terms of dollars per ton,
- post-closure care (PCC) costs for landfill closed pre-Amended Contract in dollars per acre,
- current year's estimate of closure costs in dollars per acre,
- current year's estimate of PCC costs in dollars per acre,
- current area of constructed and closed landfill in acres, and
- remaining constructed airspace at the landfill in terms of cubic yards.

The parameters that are currently assumed to potentially vary annually during the life of the Contract are summarized below:

- annual interest rate in percent,
- annual inflation rate in percent,
- utilization/compaction factor in terms of cy/ton,
- waste receipts in tons per day,
- gate rate or tipping fee in terms of dollars per ton,
- number of acres of newly constructed liner, and
- number of acres of closed landfill that are now under PCC.

As will be described subsequently, the spreadsheet commences in 2017 for historical preservation, but the calculations performed in compliance with this summary document commence in 2019 (i.e., the current



year) and then projects values of the various parameters in subsequent years. As such, it is necessary to project the value of some of the assumed parameters through the life of the Contract. A five-year running average in the forward projections is used for: (i) daily waste receipts; (ii) tipping fee; and (iii) utilization/compaction factor. The spreadsheet updates automatically by using the current annual values. Future projections are updated using the most recent five-year rolling average value.

For the initial projections, the spreadsheet used an interest rate of 1% and an inflation rate of 2%. For future projections of the inflation rate, the spreadsheet will use a combination of;(i) the Consumer Price Index (CPI) as reported by the Bureau of Labor Statistics (BLS) to account for current inflation; and (ii) the annual inflation factor provided by TDEC. The spreadsheet then uses the current five-year rolling average value for future projections. Current values and future projections of interest rate will be based on the actual rate of return for the Security Fee accrual as reported to the County for its selected dedicated investment vehicle.

**Accrual Calculations:** The spreadsheet commences with the current year and projects annually for each year of the Contract, using the previous year's results and trends (i.e., five-year rolling average). The spreadsheet is set up to update future years projections automatically once the current year's projected values are adjusted to match actual performance. The following calculations are performed sequentially:

1. Using the projected/actual waste receipts (in tons), the annual consumed airspace volume is calculated. These results and future trends will provide some guidance regarding when a new cell may need to be constructed.
2. Using these same annual waste receipts, the future waste receipts projection is made using a five-year rolling average.
3. Again, using the actual waste receipts and the tipping fee the Host Fee is calculated, recognizing the two-step comparison (i.e., percentage of gate receipts or minimal monthly value). The larger of the two calculation results is reported for the Host Fee and subsequently used for future projections. Because the Host Fee is used to support ongoing LCSWDC obligations, the cumulative accrual is calculated but is assumed to not increase in value due to an investment that would generate interest. The spreadsheet assumes that the Host Fee accumulation commences at the start of the amended Contract.
4. The actual waste receipts are also used to calculate the Security Fee for the current year and to project future year values of the Security Fee. The Security Fee will be invested by Loudon County in a dedicated account to the extent allowed by law. The spreadsheet will update when the actual Security Fee accruals are reported in the audited annual financial statement. Because LCSWDC has collected and reported values of Security Fee in its previous audited annual financial statements, the Security Fee account commences with a net accrual as report in the latest (i.e., 2018) financial statement. Future projections of the Security Fee will anticipate ongoing interest accumulation as described previously.
5. For purposes of calculating the appropriate Security Fee, it is necessary to establish target accruals at specific dates. In accordance with the Contract, target accruals are projected for 2027 and 2034. The values of the annual Security Fee accruals are carried forward to assess the net liability, as described subsequently.
6. It is noted that in the spreadsheet, values of Host Fee and Security Fee as generated from the current Contract between LCSWDC and Santek are reported in the spreadsheet, but because of the different Contract terms included in the Amendment, these values are simply reported in the spreadsheet for the historical record. For all intents and purposes, the spreadsheet

calculations described herein commence with the execution date of the amended Contract in 2019.

**Liability Calculations:** The liability calculations are dominated by the area of the landfill that has received waste, but that has not been closed. Therefore, the spreadsheet provides a running record of the area of landfill that is constructed and in operation (i.e., open), as well as the area of landfill that has been closed. Ultimately, LCSWDC owns the liability of the entire open landfill until Santek closes a portion of the landfill under the terms of the Amended Contract. Once a portion of the landfill is closed, there is assumed to be 30 years of PCC that also represents a liability to LCSWDC. Calculations of the total liability proceed sequentially as follows:

1. The currently constructed landfill comprises approximately 40.6 acres and it is assumed in the spreadsheet that this entire area is constructed and open at the time the Amended Contract is executed. Each year of the Contract can potentially result in construction of new landfill cells, as well as closure of portions of the landfill. The spreadsheet was developed to assume new cell construction at select time periods and four phases of closure during the life of the Contract. As new cells are constructed, the liability to LCSWDC increases and as portions of the landfill close, the liability for LCSWDC reduces. The net effect is that each year results in a calculation of the number of acres of the landfill that are open.
2. The closure cost is calculated as a unit cost on a dollar per acre basis. The estimated value of the unit cost is reported by Santek and confirmed by TDEC annually. This unit cost considers the unit cost at the time of original permitting and is escalated incrementally on an annual basis considering inflation. Using the five-year rolling average for the inflation rate, the projected unit costs are calculated. The unit cost in a given year multiplied by the number of open acres during that year is the calculated closure liability.
3. Similar to the closure cost, the PCC costs are the unit costs for 30 years of PCC that were estimated by Santek at the time of the original permit preparation. Each year the unit costs are increased considering the rate of inflation. Again, Santek reports this to TDEC and TDEC confirms the inflation-adjusted unit rate. If no area of the landfill is closed, this unit rate continues to increase annually. The PCC liability is calculated as the number of acres open in any given year multiplied by the inflation adjusted unit cost for PCC in that year.
4. If during any year a portion of the landfill is closed, it triggers a reduction in liability. If this occurs during the life of the Contract, then Santek is responsible for the PCC cost of the closed cells, commencing the year after closure. Whatever PCC costs are assumed by Santek will accordingly reduce the PCC liability to LCSWDC. This reduction in PCC liability is captured by the spreadsheet.
5. The total liability to LCSWDC for C/PCC costs in a given year is then calculated as the sum of: (i) accrued closure cost for that year, (ii) accrued PCC cost for that year; and (iii) credited PCC cost realized by Santek.
6. The net liability in any given year is the total liability as just defined minus the total accrual for the Security Fee for that year. The spreadsheet projects the total net liability to the end of the Amended Contract in 2034.
7. While the spreadsheet can consider any number of variables as defined in this summary, the spreadsheet will be used to adjust the Security Fee on an annual basis such that the target net liability goals are achieved. These targets are: (i) a net liability of (\$1,000,000) in 2027, and (ii) a net accrual of \$1,600,000 in 2034 at the end of the Amended Contract.