

AGENDA
LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION
September 10, 2019
6:30 p.m.
LOUDON COUNTY COURTHOUSE ANNEX
Loudon, Tennessee

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

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

July 2019 Combined Ending Cash Balance per Monthly Report		3,855,588.21
Adjustments:		
Less July Trustee Commission	(189.62)	
	0.00	
Total Adjustments		(189.62)
Adjusted July 2019 Combined Ending Balance per Loudon Co Trustee		3,855,398.59

Solid Waste Disposal Commission Operating Fund

Operating Fund Ending Balance July 2019		3,791,962.01
Cash Receipts:		
Trustee's Collections - Prior Year		
Interest & Penalty		
Surcharge - Host Fees (July 2019)	10,763.67	
Surcharge - Security Fees (July 2019)	13,590.49	
Investment Income		
Total Monthly Revenue		24,354.16
Cash Disbursements:		
Board & Committee Members Fees	(300.00)	
Social Security		
Employer Medicare		
Audit Services (Mitchell Emert & Hill)		
Contracts with Private Agencies (Santek)		
Engineering Services (Santek)		
Contributions (Loudon Utilities - Quarterly)		
Legal Services (July 2019)	(2,500.00)	
Legal Notices		
Other Contracted Services (Mowing)		
Building & Content Insurance		
In-Service/Staff Development (Refund)		
Trustee's Commission		
Total Cash Disbursements		(2,800.00)
Expenditure Credit:		
Trustee Commission Adjustment		0.00
<u>Operating Fund Ending Balance August 2019</u>		<u>3,813,516.17</u>

Poplar Springs Subfund

Poplar Springs Subfund Balance July 2019		63,436.58
Cash Receipts:		
Total Monthly Revenue	0.00	0.00
Cash Disbursements:		
Poplar Springs Consultants	0.00	
Poplar Springs Legal Services	0.00	
Total Cash Disbursements		0.00
<u>Poplar Springs Subfund Balance August 2019</u>		<u>63,436.58</u>

TOTAL COMBINED OPERATING AND POPLAR SPRINGS AUGUST 2019 BALANCE

Combined Summary - August 2019		
Beginning Balance		3,855,398.59
Plus Operating Revenue		24,354.16
Less Operating and Poplar Springs Disbursements		(2,800.00)
TOTAL COMBINED BALANCE - AUGUST 2019		3,876,952.75



650 25th Street, N.W., Suite 100
Cleveland, Tennessee 37311
(423) 303-7101

Email: info@santekwasteservices.com
Internet: santekwasteservices.com

**Monthly Operations Report
Matlock Bend Landfill
September 10, 2019**

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

- I. OPERATIONS**
 - A. Tonnage Report
 - B. Customer Report
 - C. Inspections for 8/19/19 and 8/29/19
 - D. Materials Classification Report
 - E. Waste Characterization Report
 - F. Tire Report

- II. AIRSPACE UTILIZATION SCHEDULE**

- III. HOST & SECURITY FEES**

- IV. SECOND AMENDMENT DRAFTS**

**LANDFILL TONNAGE VOLUME
MONTH ENDING -
AUGUST 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	4,234.12	0.00	(4,234.12)	
APRIL	3,071.82	0.00	(3,071.82)	
MAY	0.00	0.00	0.00	
JUNE	0.00	0.00	0.00	
JULY	0.00	0.00	0.00	
AUGUST	0.00	0.00	0.00	
SEPTEMBER			0.00	
OCTOBER			0.00	
NOVEMBER			0.00	
DECEMBER			0.00	
TOTAL	15,927.20	0.00	(15,927.20)	

Initial Inspection

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

**CLASS I
FACILITY**

SITE	DATE	TIME	WEATHER
Loudon County Landfill SNLS30000203 21712 Highway 72 North Loudon	20190819	10:45	85 F sunny

EFO
KNOX

*SEE DISCLAIMER ON LAST PAGE

VIOLATION	REGULATION	OBSERVATION NVO AOC V1 V2
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BUFFER ZONE STANDARDS FOR SITING LANDFILLS

8310	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

8330	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

8340	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

8130	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

8160	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

8250	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

8190	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

Water truck was spraying roads during inspection. Dust was minimal to absent.

DUTY TO PROVIDE INFORMATION

*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
DUTY TO PROVIDE INFORMATION						
8530	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						
8590	PERMITS, PLANS, OPERATING MANUAL NOT AVAILABLE	0400-11-01-.02(5)(a)(7)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
FIRE SAFETY						
8080	EVIDENCE OF OPEN BURNING	0400-11-01-.04(2)(c)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8090	INADEQUATE FIRE PROTECTION	0400-11-01-.04(2)(c)2	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
GAS MIGRATION CONTROL STANDARDS						
8380	INADEQUATE GAS MIGRATION CONTROL SYSTEM	0400-11-01-.04(5)(a)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8390	INADEQUATE MAINTENANCE OF GAS MIGRATION CONTROL SYSTEM	0400-11-01-.04(5)(a)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
GENERAL FACILITY STANDARDS						
8010	INADEQUATE VECTOR CONTROL	0400-11-01-.04(2)(a)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8020	ACCESS NOT LIMITED TO OPERATING HOURS	0400-11-01-.04(2)(a)4	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8030	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
GENERAL FACILITY STANDARDS						
8040	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						
8050	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						
8060	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						
8070	UNAPPROVED SALVAGING OF WASTE	0400-11-01-.04(2)(b)6	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
LITTER CONTROL						
8110	UNSATISFACTORY LITTER CONTROL	0400-11-01-.04(2)(d)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
OPERATING EQUIPMENT						
8140	INADEQUATE OPERATING EQUIPMENT	0400-11-01-.04(2)(g)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8150	UNAVAILABILITY OF BACKUP EQUIPMENT	0400-11-01-.04(2)(g)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
OVERALL PERFORMANCE STANDARD						
8270	EXPOSED SOLID WASTE	0400-11-01-.04(2)(a)(3)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8320	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	11.6" at sump. See photo.					

*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
OVERALL PERFORMANCE STANDARD						
8350	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"/>
COMMENTS	No leachate observed in active, operating area of the landfill.					
8360	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"/>
COMMENTS						
8370	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"/>
COMMENTS						
8420	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"/>
COMMENTS						
8490	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"/>
COMMENTS						
8520	DUMPING OF WASTE INTO WATER	0400-11-01-.04 (2)(a)3	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
PERMANENT BENCHMARK						
8280	NO PERMANENT BENCHMARK	0400-11-01-.04(2)(o)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
PERSONNEL SERVICES						
8120	INADEQUATE EMPLOYEE FACILITIES	0400-11-01-.04(2)(e)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
PROPER OPERATION AND MAINTENANCE						
8540	GROUNDWATER MONITORING SYSTEM IMPROPERLY MAINTAINED	0400-11-01-.02(5)(a)4	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						

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VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
RANDOM INSPECTION PROGRAM						
8290	INADEQUATE RANDOM INSPECTION PROGRAM	0400-11-01-.04(2)(s)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
RECORDS OF ORIGIN AND AMOUNT OF SOLID WASTE						
8610	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"/>
COMMENTS						
RUN-ON, RUN-OFF, AND EROSION CONTROL						
8170	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"/>
COMMENTS						
8180	INADEQUATE EROSION CONTROL	0400-11-01-.04(2)(i)6 0400-11-01-.04(8)(c)4(ii)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS	Rill formed on one intermediate cover slope and broke through a berm. The area is being worked and the plan is to put in a pipe to carry stormwater from the point of origin to the closest ditch that drains to the pond. See photolog.					
SPECIAL WASTE APPROVAL PROCESS						
8300	MISHANDLING OF SPECIAL WASTE	0400-11-01-.01(4)(d)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
UNLAWFUL METHODS OF DISPOSAL						
8570	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"/>
COMMENTS						
8580	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"/>
COMMENTS						
WASTE HANDLING AND COVER STANDARDS						
8430	WASTE NOT CONFINED TO A MANAGEABLE AREA	0400-11-01-.04(6)(a)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						

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VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
WASTE HANDLING AND COVER STANDARDS						
8440	IMPROPER SPREADING OF WASTE	0400-11-01-.04(6)(a)2	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8450	IMPROPER COMPACTING OF WASTE	0400-11-01-.04(5)(a)2	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8460	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"/>
COMMENTS						
8470	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"/>
COMMENTS						
8480	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"/>
COMMENTS						
8510	UNSATISFACTORY STABILIZATION OF COVER	0400-11-01-.04(6)(a)5,6	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
WASTE RESTRICTIONS						
8210	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"/>
COMMENTS						
8220	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"/>
COMMENTS						

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

LEACHATE LEVELS

11.6" - compliance level is 12"

**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.*

SAVE FORM

Follow-Up Inspection Date

Inspector Name

Sarah Drummond

Digitally signed by Sarah Drummond
Date: 2019.08.21 16:18:25 -04'00'

ADDITIONAL COMMENTS

Active, operating area of landfill was in good condition. No violations were observed.

Construction is on-going at new cell. Clay is expected to be put in this week.

Matlock Bend/Loudon County landfill – SNL 53-0203
Monthly Inspection – 08/19/2019
Photolog



Rolls of plastic liner for new cell.



Working face was contained and equipment was not having trouble managing waste volume. Gray material is Kimberly-Clark product.



Left side of working face. White material is "clay" from make-up product.



Leachate level at sump = 11.6". Compliance level = 12".



Slope with rill/berm incision. Rill is in center of frame.

Initial Inspection

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

**CLASS I
FACILITY**

SITE	DATE	TIME	WEATHER
Loudon County Landfill SNL530000203 21712 Highway 72 North Loudon	20190829	12:34	74, sun
			EFO KNOX

*SEE DISCLAIMER ON LAST PAGE

VIOLATION	REGULATION	OBSERVATION
		NVO AOC V1 V2

BUFFER ZONE STANDARDS FOR SITING LANDFILLS

8310	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	
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COLLECTED LEACHATE

8330	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	
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8340	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	
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COMMUNICATIONS

8130	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	
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COVER MATERIAL

8160	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	
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DEAD ANIMALS

8250	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	
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DUST CONTROL

8190	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	
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DUTY TO PROVIDE INFORMATION

VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
DUTY TO PROVIDE INFORMATION						
8530	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						
8590	PERMITS, PLANS, OPERATING MANUAL NOT AVAILABLE	0400-11-01-.02(5)(a)(7)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
FIRE SAFETY						
8080	EVIDENCE OF OPEN BURNING	0400-11-01-.04(2)(c)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8090	INADEQUATE FIRE PROTECTION	0400-11-01-.04(2)(c)2	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
GAS MIGRATION CONTROL STANDARDS						
8380	INADEQUATE GAS MIGRATION CONTROL SYSTEM	0400-11-01-.04(5)(a)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8390	INADEQUATE MAINTENANCE OF GAS MIGRATION CONTROL SYSTEM	0400-11-01-.04(5)(a)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
GENERAL FACILITY STANDARDS						
8010	INADEQUATE VECTOR CONTROL	0400-11-01-.04(2)(a)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8020	ACCESS NOT LIMITED TO OPERATING HOURS	0400-11-01-.04(2)(a)4	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8030	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
GENERAL FACILITY STANDARDS						
8040	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						
8050	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						
8060	CERTIFIED PERSONNEL NOT PRESENT DURING OPERATING HOURS	0400-11-01-.04(2)(b)5	?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8070	UNAPPROVED SALVAGING OF WASTE	0400-11-01-.04(2)(b)6	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
LITTER CONTROL						
8110	UNSATISFACTORY LITTER CONTROL	0400-11-01-.04(2)(d)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
OPERATING EQUIPMENT						
8140	INADEQUATE OPERATING EQUIPMENT	0400-11-01-.04(2)(g)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8150	UNAVAILABILITY OF BACKUP EQUIPMENT	0400-11-01-.04(2)(g)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
OVERALL PERFORMANCE STANDARD						
8270	EXPOSED SOLID WASTE	0400-11-01-.04(2)(a)(3)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8320	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						

*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION NVO AOC V1 V2
OVERALL PERFORMANCE STANDARD			
8350	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			
8360	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			
8370	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			
8420	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			
8490	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			
8520	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			
PERMANENT BENCHMARK			
8280	NO PERMANENT BENCHMARK	0400-11-01-.04(2)(p)	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
PERSONNEL SERVICES			
8120	INADEQUATE EMPLOYEE FACILITIES	0400-11-01-.04(2)(e)	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
PROPER OPERATION AND MAINTENANCE			
8540	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
RANDOM INSPECTION PROGRAM						
8290	INADEQUATE RANDOM INSPECTION PROGRAM	0400-11-01-.04(2)(s)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
RECORDS OF ORIGIN AND AMOUNT OF SOLID WASTE						
8610	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"/>
COMMENTS						
RUN-ON, RUN-OFF, AND EROSION CONTROL						
8170	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"/>
COMMENTS						
8180	INADEQUATE EROSION CONTROL	0400-11-01-.04(2)(i)6 0400-11-01-.04(8)(c)4(ii)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
SPECIAL WASTE APPROVAL PROCESS						
8300	MISHANDLING OF SPECIAL WASTE	0400-11-01-.01(4)(d)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
UNLAWFUL METHODS OF DISPOSAL						
8570	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"/>
COMMENTS						
8580	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"/>
COMMENTS						
WASTE HANDLING AND COVER STANDARDS						
8430	WASTE NOT CONFINED TO A MANAGEABLE AREA	0400-11-01-.04(6)(a)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						

VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
WASTE HANDLING AND COVER STANDARDS						
8440	IMPROPER SPREADING OF WASTE	0400-11-01-.04(6)(a)2	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8450	IMPROPER COMPACTING OF WASTE	0400-11-01-.04(6)(a)2	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8460	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"/>
COMMENTS						
8470	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"/>
COMMENTS						
8480	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"/>
COMMENTS						
8510	UNSATISFACTORY STABILIZATION OF COVER	0400-11-01-.04(6)(a)5,6	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
WASTE RESTRICTIONS						
8210	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"/>
COMMENTS						
8220	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"/>
COMMENTS						

*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION				
WASTE RESTRICTIONS							
8230	TIRES IMPROPERLY HANDLED	0400-11-01-.04(2)(k)3.(i)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS							
8240	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"/>
COMMENTS							

LEACHATE LEVELS

Tank level: 8'
 Sump 1: out due to construction
 Sump 2: 11.7'

**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.*

SAVE FORM

Follow-Up Inspection Date

Inspector Name

Ryan Miller

Digitally signed by Ryan Miller
 DN: cn=Ryan Miller, o=DSWM, ou=DSWM, email=ryan.miller@tn.gov, c=US
 Date: 2018.08.30 12:28:12 -0400

Materials Classification Report
Matlock Bend Landfill
Monthly Tonnage Summary August 2019

Material	Tonnage	2016 Sludge %		2017 Sludge %	
MSW					
MSW	7,554	January	4%	January	5%
		February	3%	February	8%
		March	4%	March	8%
		April	3%	April	7%
		May	4%	May	4%
		June	2%	June	2%
		July	2%	July	3%
		August	3%	August	4%
		September	2%	September	7%
		October	3%	October	8%
		November	3%	November	6%
		December	3%	December	5%
Special Waste					
Other	2,211				
Ash	0				
Sludge	437				
Total Special Waste	2,648				
Total MSW & SW	10,203				
Tires	36				
Total Material	10,239				
% MSW	74%				
% Special Waste	26%				
% Sludge	4%				

2018 Sludge %		2019 Sludge %	
January	4%	January	5%
February	4%	February	5%
March	5%	March	4%
April	6%	April	4%
May	8%	May	3%
June	9%	June	6%
July	6%	July	5%
August	4%	August	4%
September	2%	September	
October	2%	October	
November	5%	November	
December	5%	December	

**2019-2020 Matlock Bend
Landfill Tire Report**

Month	Tonnage
Jul-19	18.69
Aug-19	48.10
Sep-19	
Oct-19	
Nov-19	
Dec-19	
Jan-20	
Feb-20	
Mar-20	
Apr-20	
May-20	
Jun-20	
Total (tons)	66.79

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

		MONTHLY TONNAGE			UTILIZATION FACTOR		
		10,372			1.49		
DATE	REMAINING AIRSPACE ¹ (CY)	TONNAGE	ACTUAL / PROJECTED ²	UTILIZATION FACTOR (CY/TON) ³	MONTHLY VOLUME CONSUMED (CY)	ENDING MONTHLY REMAINING AIRSPACE (CY)	
May 6, 2019	121,828	-	-	-	-	-	
May 7 - 31, 2019	-	11,657	A	1.49	17,368	104,460	
June	-	9,863	A	1.49	14,696	89,764	
July	-	11,013	A	1.49	16,409	73,354	
August	-	10,372	A	1.49	15,454	57,901	
September	-	10,372	P	1.49	15,454	42,447	
October	-	10,372	P	1.49	15,454	26,993	
November	-	10,372	P	1.49	15,454	11,539	
December	-	10,372	P	1.49	15,454	0	
January '20	-	10,372	P	1.49	15,454	0	
February	-	10,372	P	1.49	15,454	0	
March	-	10,372	P	1.49	15,454	0	
April	-	10,372	P	1.49	15,454	0	
May	-	10,372	P	1.49	15,454	0	
June	-	10,372	P	1.49	15,454	0	
July	-	10,372	P	1.49	15,454	0	
August	-	10,372	P	1.49	15,454	0	
September	-	10,372	P	1.49	15,454	0	
October	-	10,372	P	1.49	15,454	0	
November	-	10,372	P	1.49	15,454	0	
December	-	10,372	P	1.49	15,454	0	

¹ = Remaining airspace based on May 6, 2019 aerial survey.

Full Date

December-2019

² = Projected tonnages are based on a 3 month average.

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

Tonnage for Past 3 Months

June	9,863
July	11,013
August	10,239
Average	10,372

cc: Tim
Matt
Ben
Ron
Justin
Jason
Mark

SANTEK



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

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

September 9, 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 August 1, 2019 to August 31, 2019:

Host Fees (Greater of below) –	
Total Tip Fees Billed	\$258,521.39
Host Fee Percentage	<u>3.96%</u>
	\$ 10,237.45
Minimum Fee	<u>\$ 10,560.00</u>
Security Fees (Greater of below) –	
Total Tonnage Received	10,202.83
Rate per ton	<u>\$ 1.00</u>
Total	\$ 10,202.83
Total Tip Fees Billed	\$258,221.39
Security Fee Percentage	<u>5.00%</u>
	<u>\$ 12,926.07</u>

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,

Mark C. Mathys
Vice President of Finance & Corporate Controller

SECOND AMENDMENT TO SANITARY LANDFILL OPERATION AGREEMENT

THIS SECOND AMENDMENT TO SANITARY LANDFILL OPERATION AGREEMENT (this “Second Amendment”) is entered into as of the ___ day of September, 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. The Agreement is amended by adding Exhibit B to this Second Amendment as Exhibit B to the Agreement, and Section 3.1 of the Agreement is amended by adding the following provision to the end of ~~this~~ Section:

In addition to the foregoing, Contractor agrees to submit to TDEC a major permit modification to the Landfill Permit (the “Major Permit Modification”), and the Commission agrees to timely support and cooperate with the Contractor’s efforts to obtain TDEC approval for the Major Permit Modification. The Major Permit Modification shall include 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 approximately 67.2 acres. However, Contractor shall only be authorized to fill the 53 acre portion of the Landfill shown in Exhibit B during the term of the Agreement (the “Amended Footprint”). The remaining permitted airspace of approximately 14.2 acres will not be constructed for waste disposal during the term of the Agreement (the “Unconstructed Footprint”).
- (b) The maximum permitted elevation will be shown as 1,125 ft. msl.

- (c) A cell construction and grading plan will be developed that is substantially consistent with the plan prepared by the Contractor and shown in Exhibit B attached to this Agreement, which achieves a maximum constructed elevation of 1,093 ft. msl. At no time during the term of this Agreement shall the constructed landfill grades exceed elevation of 1,093 ft. msl, unless authorized in writing by the Commission.
- (d) ~~Any interim closure (“phased closure~~ plan and implementation timeline will be developed by Contractor and approved by the Commission before submittal to.”) ~~actions required to by TDEC as part of the Major Permit Modification. TDEC’s approval of the phased closure plan will be considered a requirement of the Major Permit Modification~~ -during the term of this Agreement and will be implemented prior to final Closure of the Landfill.

Contractor shall not be required to pursue such Major Permit Modification if it does not include the above modifications to the Landfill Permit.

- 2. Section 3.5 of the Agreement is amended herein by deleting the entirety of ~~Section 3.5~~ clauses (a) and (b) ~~of the Section, and renumbering clause (c) to clause (b),~~ and substituting ~~in lieu of existing clauses (a) and (b)~~ the following clause (a):

3.5 Agreement Period.

(a) This Agreement shall be effective upon execution by the parties hereto. The Contractor shall commence the Work on or before the Commencement Date, and this Agreement shall be for a term ending on June 30, 2027; provided, that upon the issuance of the Major Permit Modification, the term of this Agreement is automatically extended for an additional period ending on the date that all permitted waste disposal airspace contained within the Amended Footprint of the Landfill shown in Exhibit B reaches full permitted waste capacity; provided further, that in no event shall the extended term of this Agreement go beyond December 31, 2038, unless mutually agreed upon in writing by the Commission and Contractor.

Existing clause (c) shall remain as written in Section 3.5 but is re-designated to be referenced as clause (b).

- 3. The Agreement is hereby amended by attaching Exhibit C to this Second Amendment, and Section 5.6 of the Agreement is 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 C to this Second Amendment Agreement. The soils from the Adjacent Property will be provided by the Commission to the Contractor without charge ~~or other cost or assessment~~. However, soils from the Adjacent Property shall be used only for cover and Landfill operations by the Contractor at the Landfill. Prior to obtaining any soils from any portion of the Adjacent Property, 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 to the Commission and TDEC for their approval, which approval from the Commission shall not be unreasonably withheld or untimely given, 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 amended herein by deleting the entirety of Section 5.7 and substituting in lieu thereof the following 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:~~

~~(a) The Contractor shall maintain and keep free of litter, runoff, debris, and other foreign material all areas within the Landfill and on all Access Roads thereto within one-quarter mile of the gate to the Landfill. Contractor shall be solely responsible for maintaining the Landfill and all Access Roads thereto in a clean, vector-free, and sanitary condition. Contractor shall further be solely responsible for compliance with all TDEC Rules and Regulations regarding controlling litter, runoff, debris, and other foreign material within the Landfill and on all Access Roads thereto. The Contractor shall furnish, maintain, and use dust control equipment.~~

~~(a)(b) In addition to the foregoing efforts to eliminate litter, and runoff, debris, and other foreign material from the Landfill roads and Access Roads and to reduce the generation of dust in the operation of the Landfill, Contractor shall construct and implement, at its sole expense, propose a pressurized wheel wash system designed to meet the requirements of the Solid Waste Laws and for approval by TDEC on or before the end of 2020, which is designed to meet the requirements of the Solid Waste Laws. Upon approval by TDEC, such wheel wash system shall be promptly implemented by Contractor. Such wheel wash system shall be substantially similar in form, quality, and performance specifications to~~

the engineered wheel wash system depicted on Exhibit D to this Second Amendment.

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 Closure/Post-Closure Care of Existing Landfill

(a) During the term of this Agreement ~~and prior to the issuance of the Major Permit Modification~~, the Contractor shall ~~only~~ be responsible, at its sole expense, for compliance with any phased Closure requirements identified in the Major Permit Modification. In addition, if during the term of this Agreement, any portion of the Landfill achieves final elevation, the Contractor shall be responsible, at its sole expense, for promptly completing Closure of such areas. during the term of this Agreement and not the final Closure for the Landfill. For purposes of this Agreement, the Contractor shall promptly commence final Closure when is the date on which all permittable air space of the Amended Footprint of the Landfill shown in Exhibit B is has been permitted, filled to capacity, and the Landfill Permit expires, terminates or is otherwise surrendered. Assuming proper closure of all cells in the Landfill filled prior to the Commencement Date, the Contractor shall also be responsible, at its sole expense, for compliance with Post-Closure Care for all closed portions of the Landfill and the Closed Landfill during the term of this Agreement.

(b) ~~During the term of this Agreement, upon and after the issuance of the Major Permit Modification, and subject to the terms of this Agreement, T~~the Contractor shall be responsible for completing, at its sole expense, final Closure of all portions of the Amended Footprint of the Landfill shown in Exhibit B promptly upon the end of the term of this Agreement due to the natural expiration of the operational life of the Amended Footprint of the Landfill—(i.e., utilization of all permitted airspace) or December 31, 2038, whichever occurs first. During the term of this Agreement, Contractor shall perform any phased Closure actions, at its sole expense, as required by the terms of prior to final Closure by TDEC pursuant to the Major Permit Modification.

(c) During the term of this Agreement, the Contractor shall be responsible, at its sole expense, for compliance with Post-Closure Care for the Phase I portion of the Landfill and all portions of the Landfill closed during the term of this Agreement pursuant to theany TDEC-approved phased closure schedule included in the Major Permit Modification. After

the term of this Agreement, the Commission shall assume any and all remaining responsibility for Post-Closure Care of the Landfill. ~~Notwithstanding the foregoing, except as may be provided by Subsection 12.3(a), in no event shall Contractor be responsible for the investigation and/or remediation under any federal, state or local law, including without limitation the federal and state "superfund," hazardous waste, air pollution or water pollution laws.~~

6. Section 8.3 of the Agreement is amended herein by deleting the entirety of Section 8.3 of the Agreement and substituting in lieu thereof the following:

8.3 Financial Assurances. The Commission acknowledges that the financial assurance obligations under the Solid Waste Laws for Closure and Post-Closure Care of the Landfill are the responsibility of the Commission, ~~which with the pledge of the County's share of state taxes is,~~ and shall remain, in compliance with the state requirements relating to closure and Post-Closure Care security. Notwithstanding the Contractor's obligations under Section 8.2 of this Agreement, the Commission shall continue to meet ~~its~~ annual financial assurance obligations with the State during the term of this Agreement. However, pursuant to TDEC Solid Waste Management Rules 0400-11-01-.03(2) and (3), the Commission shall not have any financial assurance obligations to TDEC relative to the 14.2 acres of the Unconstructed Footprint during the term of the Agreement. In accordance with TDEC regulations, financial assurance obligations for the Unconstructed Footprint shall not commence until the Commission notifies TDEC that a new cell for solid waste disposal located therein is constructed and ready to accept waste.

In consideration of such Commission obligations, the Contractor will provide the Commission directly with financial assurance for the performance by the Contractor of its final Closure obligations under Subsection 8.2(b) hereinabove (the "Closure Assurance") in a manner and form approved by the Commission; ~~S~~such Closure Assurance amount shall be determined by utilizing the TDEC approved closure costs (excluding Post-Closure Care costs). ~~Contractor shall be entitled to select in its sole discretion the methods and/or instruments of financial assurance to be provided to the Commission to satisfy such financial assurance obligations, and Contractor may from time to time change and/or substitute such methods and/or instruments; provided, that the form of any financial assurance instrument provided from time to time by the Contractor to the Commission pursuant to this section shall be reasonably acceptable to the Commission. Notwithstanding the foregoing, the Commission agrees that the Contractor shall~~may meet its financial assurance requirements under this provision by providing the Commission with a performance bond, at its sole expense, from an insurance company authorized to transact business in the State of Tennessee, approved by

TDEC, and which maintains a bond rating of at least AA. The performance bond provided by Contractor will be issued in lieu of the County's pledge of its share of State taxes to TDEC and the Commission will be the named beneficiary of such performance bond along with the State of Tennessee in the event that the Contractor defaults on its obligation to complete all required Closure of the Landfill. —This performance bond shall be issued by an authorized insurance company in compliance with TDEC Solid Waste Management Rule 0400-11-01-.03. The performance bond shall be renewed annually, and in an amount equal to the TDEC approved Closure costs (excluding Post-Closure Care costs) provided, that Contractor may ~~renew~~replace such performance bond ~~or other financial assurance mechanism~~ more frequently than annually to reflect a reduction in such Closure costs as a result of any phased Closure activities performed by Contractor. In this case, the Contractor's ongoing Closure financial assurance obligation would be to maintain such performance bond in the amount of ~~the~~ TDEC approved Closure cost (excluding Post-Closure Care costs) for the actual number of acres remaining in the Amended Footprint of the Landfill to be closed ~~divided by the number of acres represented in the such TDEC approved closure cost, multiplied by the actual number of acres remaining to be closed.~~ After the Contractor has performed ~~any and/or~~ all of its final Closure obligations for the Landfill under this Agreement, Contractor may immediately cancel or terminate any and all bonds, letters of credit or other similar instruments provided to the Commission by Contractor.

7. Section 10.6 of the Agreement is amended herein by deleting the entirety of this Section and substituting in lieu thereof the following for Host Fees accruing on and after the first day of the month following the date of this Amendment, as follows:

10.6 Host Fees. On and after the first day of the month following the execution of this Second Amendment throughout the term of the Agreement, ~~t~~The Contractor shall pay the Commission a per ton host fee (the "Host Fee") for all Solid Waste disposed of at the Landfill ~~during the remaining term of this Agreement~~ 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 Agreement, 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 20th day of the following month for which they are due. 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.

8. Except as amended herein, all other terms, covenants and conditions of the Agreement 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 cell construction and grading plan]

EXHIBIT C

[Description of Commission Soil Property]

SECOND AMENDMENT TO SANITARY LANDFILL OPERATION AGREEMENT

THIS SECOND AMENDMENT TO SANITARY LANDFILL OPERATION AGREEMENT (this “Second Amendment”) is entered into as of the ___ day of September, 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. The Agreement is amended by adding Exhibit B to this Second Amendment as Exhibit B to the Agreement, and Section 3.1 of the Agreement is amended by adding the following provision to the end of this Section:

In addition to the foregoing, Contractor agrees to submit to TDEC a major permit modification to the Landfill Permit (the “Major Permit Modification”), and the Commission agrees to timely support and cooperate with the Contractor’s efforts to obtain TDEC approval for the Major Permit Modification. The Major Permit Modification shall include 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 approximately 67.2 acres. However, Contractor shall only be authorized to fill the 53 acre portion of the Landfill shown in Exhibit B during the term of the Agreement (the “Amended Footprint”). The remaining permitted airspace of approximately 14.2 acres will not be constructed for waste disposal during the term of the Agreement (the “Unconstructed Footprint”).
- (b) The maximum permitted elevation will be shown as 1,125 ft. msl.

- (c) A cell construction and grading plan will be developed that is substantially consistent with the plan prepared by the Contractor and shown in Exhibit B attached to this Agreement, which achieves a maximum constructed elevation of 1,093 ft. msl. At no time during the term of this Agreement shall the constructed landfill grades exceed elevation of 1,093 ft. msl, unless authorized in writing by the Commission.
- (d) A phased closure plan and implementation timeline will be developed by Contractor and approved by the Commission before submittal to TDEC as part of the Major Permit Modification. TDEC's approval of the phased closure plan will be considered a requirement of the Major Permit Modification during the term of this Agreement and will be implemented prior to final Closure of the Landfill.

Contractor shall not be required to pursue such Major Permit Modification if it does not include the above modifications to the Landfill Permit.

- 2. Section 3.5 of the Agreement is amended herein by deleting the entirety of clauses (a) and (b) and substituting the following clause (a):

3.5 Agreement Period.

- (a) This Agreement shall be effective upon execution by the parties hereto. The Contractor shall commence the Work on or before the Commencement Date, and this Agreement shall be for a term ending on June 30, 2027; provided, that upon the issuance of the Major Permit Modification, the term of this Agreement is automatically extended for an additional period ending on the date that all permitted waste disposal airspace contained within the Amended Footprint of the Landfill shown in Exhibit B reaches full permitted waste capacity; provided further, that in no event shall the extended term of this Agreement go beyond December 31, 2038, unless mutually agreed upon in writing by the Commission and Contractor.

Existing clause (c) shall remain as written in Section 3.5 but is re-designated to be referenced as clause (b).

- 3. The Agreement is hereby amended by attaching Exhibit C to this Second Amendment, and Section 5.6 of the Agreement is amended by inserting a new sentence to subsection (a) immediately after the existing first sentence 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 C to this Second Amendment. The soils from the Adjacent Property will be provided by the Commission to the Contractor without charge. However, soils from the

Adjacent Property shall be used only for cover and Landfill operations by the Contractor at the Landfill. Prior to obtaining any soils from any portion of the Adjacent Property, 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 to the Commission and TDEC for their approval, which approval from the Commission shall not be unreasonably withheld or untimely given, 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 amended herein by deleting the entirety of Section 5.7 and substituting in lieu thereof the following:

- (a) The Contractor shall maintain and keep free of litter, runoff, debris, and other foreign material all areas within the Landfill and on all Access Roads thereto within one-quarter mile of the gate to the Landfill. Contractor shall be solely responsible for maintaining the Landfill and all Access Roads thereto in a clean, vector-free, and sanitary condition. Contractor shall further be solely responsible for compliance with all TDEC Rules and Regulations regarding controlling litter, runoff, debris, and other foreign material within the Landfill and on all Access Roads thereto. The Contractor shall furnish, maintain, and use dust control equipment.
- (b) In addition to the foregoing efforts to eliminate litter, runoff, debris, and other foreign material from the Landfill roads and Access Roads and to reduce the generation of dust in the operation of the Landfill, Contractor shall construct and implement, at its sole expense, a pressurized wheel wash system designed to meet the requirements of the Solid Waste Laws and approved by TDEC on or before the end of 2020.. Such wheel wash system shall be substantially similar in form, quality, and performance specifications to the engineered wheel wash system depicted on Exhibit D to this Second Amendment.

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 Closure/Post-Closure Care of Existing Landfill

- (a) During the term of this Agreement, the Contractor shall be responsible, at its sole expense, for compliance with any phased Closure requirements identified in the Major Permit Modification. In addition, if during the term of this Agreement, any portion of the Landfill achieves final elevation, the Contractor shall be responsible, at its sole expense, for

promptly completing Closure of such areas. For purposes of this Agreement, the Contractor shall promptly commence final Closure when all permittable air space of the Amended Footprint of the Landfill shown in Exhibit B is filled to capacity, and the Landfill Permit expires, terminates or is otherwise surrendered. Assuming proper closure of all cells in the Landfill filled prior to the Commencement Date, the Contractor shall also be responsible, at its sole expense, for compliance with Post-Closure Care for all closed portions of the Landfill and the Closed Landfill during the term of this Agreement.

(b) The Contractor shall be responsible for completing, at its sole expense, final Closure of all portions of the Amended Footprint of the Landfill shown in Exhibit B promptly upon the end of the term of this Agreement due to the natural expiration of the operational life of the Amended Footprint of the Landfill(i.e., utilization of all permitted airspace) or December 31, 2038, whichever occurs first. During the term of this Agreement, Contractor shall perform any phased Closure actions, at its sole expense, as required by the terms of the Major Permit Modification.

(c) During the term of this Agreement, the Contractor shall be responsible, at its sole expense, for compliance with Post-Closure Care for the Phase I portion of the Landfill and all portions of the Landfill closed during the term of this Agreement pursuant to the TDEC-approved phased closure schedule included in the Major Permit Modification. After the term of this Agreement, the Commission shall assume any and all remaining responsibility for Post-Closure Care of the Landfill.

6. Section 8.3 of the Agreement is amended herein by deleting the entirety of Section 8.3 of the Agreement and substituting in lieu thereof the following:

8.3 Financial Assurances. The Commission acknowledges that the financial assurance obligations under the Solid Waste Laws for Closure and Post-Closure Care of the Landfill are the responsibility of the Commission, and shall remain, in compliance with the state requirements relating to closure and Post-Closure Care security. Notwithstanding the Contractor's obligations under Section 8.2 of this Agreement, the Commission shall continue to meet its annual financial assurance obligations with the State during the term of this Agreement. However, pursuant to TDEC Solid Waste Management Rules 0400-11-01-.03(2) and (3), the Commission shall not have any financial assurance obligations to TDEC relative to the 14.2 acres of the Unconstructed Footprint during the term of the Agreement. In accordance with TDEC regulations, financial assurance obligations for the Unconstructed Footprint shall not commence until the Commission notifies TDEC that a new cell for solid waste disposal located therein is constructed and ready to accept waste.

In consideration of such Commission obligations, the Contractor will provide the Commission directly with financial assurance for the performance by the Contractor of its final Closure obligations under Subsection 8.2(b) hereinabove (the "Closure Assurance") in a manner and form approved by the Commission. Such Closure Assurance amount shall be determined by utilizing the TDEC approved closure costs (excluding Post-Closure Care costs). Contractor shall meet its financial assurance requirements under this provision by providing the Commission with a performance bond, at its sole expense, from an insurance company authorized to transact business in the State of Tennessee, approved by TDEC, and which maintains a bond rating of at least AA.

The performance bond provided by Contractor will be issued in lieu of the County's pledge of its share of State taxes to TDEC and the Commission will be the named beneficiary of such performance bond along with the State of Tennessee in the event that the Contractor defaults on its obligation to complete all required Closure of the Landfill. This performance bond shall be issued by an authorized insurance company in compliance with TDEC Solid Waste Management Rule 0400-11-01-.03.

The performance bond shall be renewed annually, and in an amount equal to the TDEC approved Closure costs (excluding Post-Closure Care costs) provided, that Contractor may renew such performance bond more frequently than annually to reflect a reduction in such Closure costs as a result of any phased Closure activities performed by Contractor. In this case, the Contractor's ongoing Closure financial assurance obligation would be to maintain such performance bond in the amount of the TDEC approved Closure cost (excluding Post-Closure Care costs) for the actual number of acres remaining in the Amended Footprint of the Landfill to be closed. After the Contractor has performed all of its final Closure obligations for the Landfill under this Agreement, Contractor may immediately cancel or terminate any and all bonds, letters of credit or other similar instruments provided to the Commission by Contractor.

7. Section 10.6 of the Agreement is amended herein by deleting the entirety of this Section and substituting in lieu thereof the following:

10.6 Host Fees. On and after the first day of the month following the execution of this Second Amendment throughout the term of the Agreement, the Contractor shall pay the Commission a per ton host fee (the "Host Fee") for all Solid Waste disposed of at the Landfill in a fixed-percentage amount equal to five and one-half percent (5.5%) of the tipping fees received by Contractor, provided, 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

20th day of the following month for which they are due. 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.

8. Except as amended herein, all other terms, covenants and conditions of the Agreement 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 cell construction and grading plan]

EXHIBIT C

[Description of Commission Soil Property]