

Loudon County Commission Workshop

Loudon, Tennessee

Monday, May 16, 2022

Courthouse Annex

6:00 pm

- 1) ***Comments by Members of the General Public***
- 2) ***Loudon County Codes Enforcement Director – Jim Jenkins***
 - A) *A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSANT TO CHAPTER SEVEN, § 13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM R-1/PUD, SUBURBAN RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT TO C-2, GENERAL COMMERCIAL DISTRICT. LOUDON COUNTY TAX MAP 016, PARCEL 214.07 LOCATED 120 BEALS CHAPEL ROAD LOUDON COUNTY TN, SITUATED IN THE 6TH LEGISLATIVE DISTRICT.*
- 3) ***Loudon County Economic Development Agency – Jack Qualls***
 - A) *Centre 75 Lot 6A (15 acres) Purchase Consideration*
- 4) ***TVPOA – Mitzi Lane / Clayton Taylor***
 - A) *Grant Application for Sewer and Water*
- 5) ***Commissioner - Kelly Brewster***
 - A) *Loudon County Solid Waste Contract Extension*
- 6) ***Mayor – Buddy Bradshaw***
 - A) *Boards & Committees*
 - 1- *Board of Zoning Appeals (Jim Brooks – renew till June 2025*
 - 2- *Construction Board of Adjustment & Appeals (Bill Cox & Eric Good – renew till June 2027)*
 - 3- *Equalization Board (Ruth Henderson McQueen, Delmar Davis, Patricia Sheppard, DaWayne Nelson – renew till April 2024)*
 - 4- *Planning Commission (RPC) (Jimmy Williams & Jim Brooks – renew till June 2025, Pat Couk, John Napier & Ryan Bright – renew till June 2026)*
- 7) ***Director of Accounts and Budgets – Tracy Blair***
 - A) *Budget Recommendations*

Loudon County Commission Workshop

Monday, May 16, 2022

Zoning Resolution

AGENDA ITEM 2-A

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSANT TO CHAPTER SEVEN, § 13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM R-1/PUD, SUBURBAN RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT TO C-2, GENERAL COMMERCIAL DISTRICT. LOUDON COUNTY TAX MAP 016, PARCEL 214.07 LOCATED 120 BEALS CHAPEL ROAD LOUDON COUNTY TN, SITUATED IN THE 6TH LEGISLATIVE DISTRICT

RESOLUTION _____

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY,
TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE
TENNESSEE CODE ANNOTATED, TO REZONE FROM R-1/PUD, SUBURBAN
RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT TO C-
2, GENERAL COMMERCIAL DISTRICT. LOUDON COUNTY TAX MAP 016,
PARCEL 214.07 LOCATED 120 BEALS CHAPEL ROAD LOUDON COUNTY,
TN, SITUATED IN THE 6TH
LEGISLATIVE DISTRICT**

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Dailey Edition on May 18, 2022 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located 120 Beals Chapel Road, situated in the 6th Legislative District, referenced by Tax Map 016, Parcel 214.07 to be rezoned from R-1/PUD (Suburban Residential District with a Planned Unit Development) to C-2 (General Commercial District).

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____ 0 _____

DISAPPROVED: _____ 11 _____

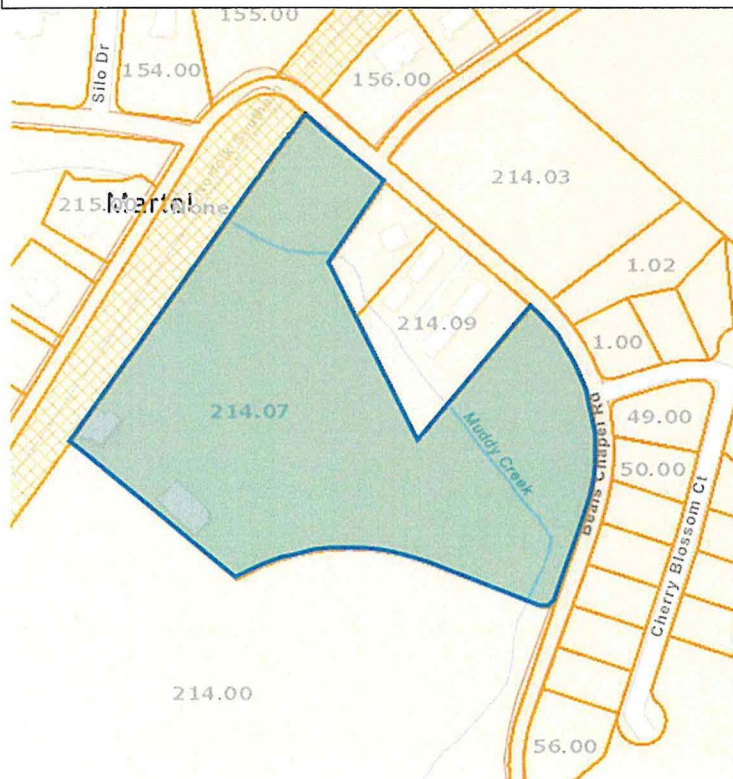
ABSTAINED: _____



**ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION**
Dated: May 10, 2022

ILLUSTRATION ATTACHMENT

REZONE FROM R-1/PUD (SUBURBAN-RESIDENTIAL DISTRICT) TO C-2 (GENERAL COMMERCIAL DISTRICT). REFERENCED BY LOUDON COUNTY TAX MAP 016, PARCEL 214.07 LOCATED 120 BEALS CHAPEL ROAD., LOUDON COUNTY, TN, SITUATED IN THE 6TH LEGISLATIVE DISTRICT



Loudon County Commission Workshop

Monday, May 16, 2022

TVPOA

AGENDA ITEM 4-A

Grant Application for Sewer and Water

Tellico Village Sewer System Presentation

April 2022

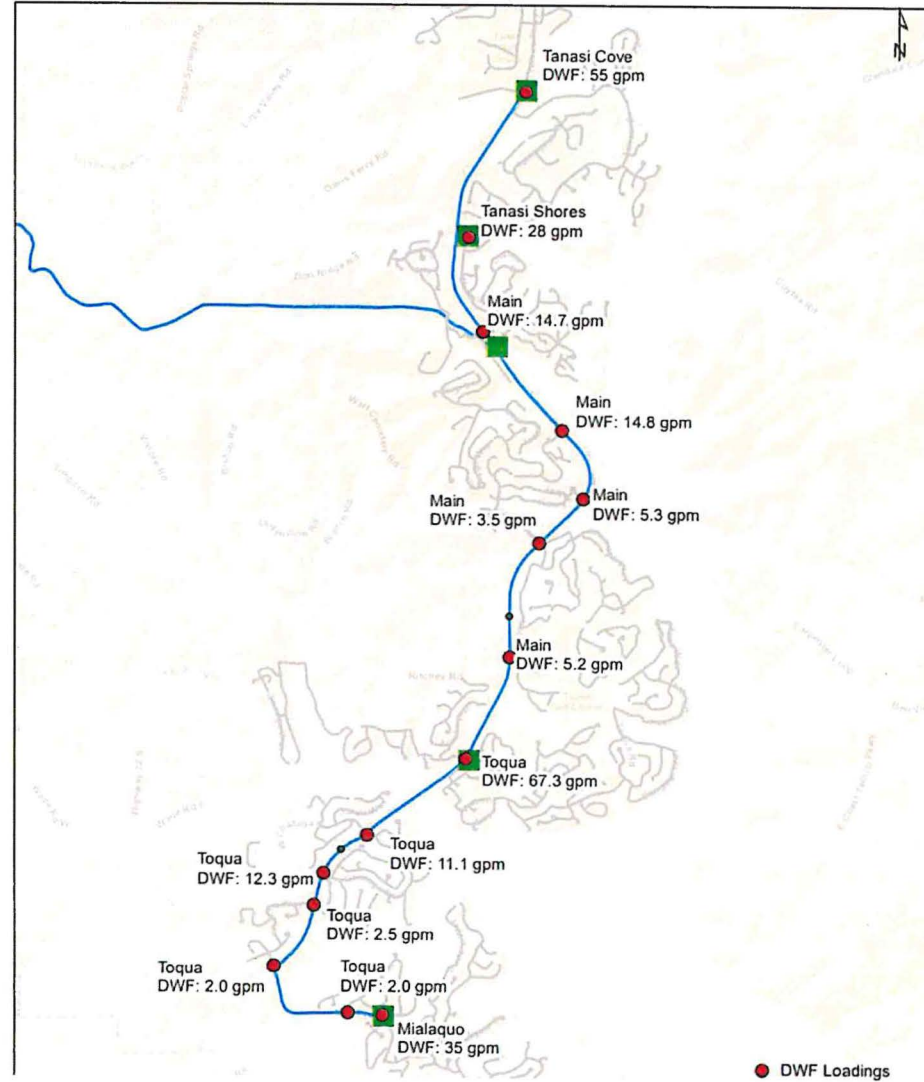
Table 2-1. DWF by Lift-Station

Year	DWF (GPM)
Main	260
Toqua	132
Mialaquo	35
Tanasi Shores	28
Tanasi Cove	55

Table 2-2. WWF Peak Inflows

Year	WWF (GPM)
Main Lift	1,250
Toqua	750
Mialaquo	275
Tanasi Shores	150
Tanasi Cove	250

Figure 2-3: DWF Loadings



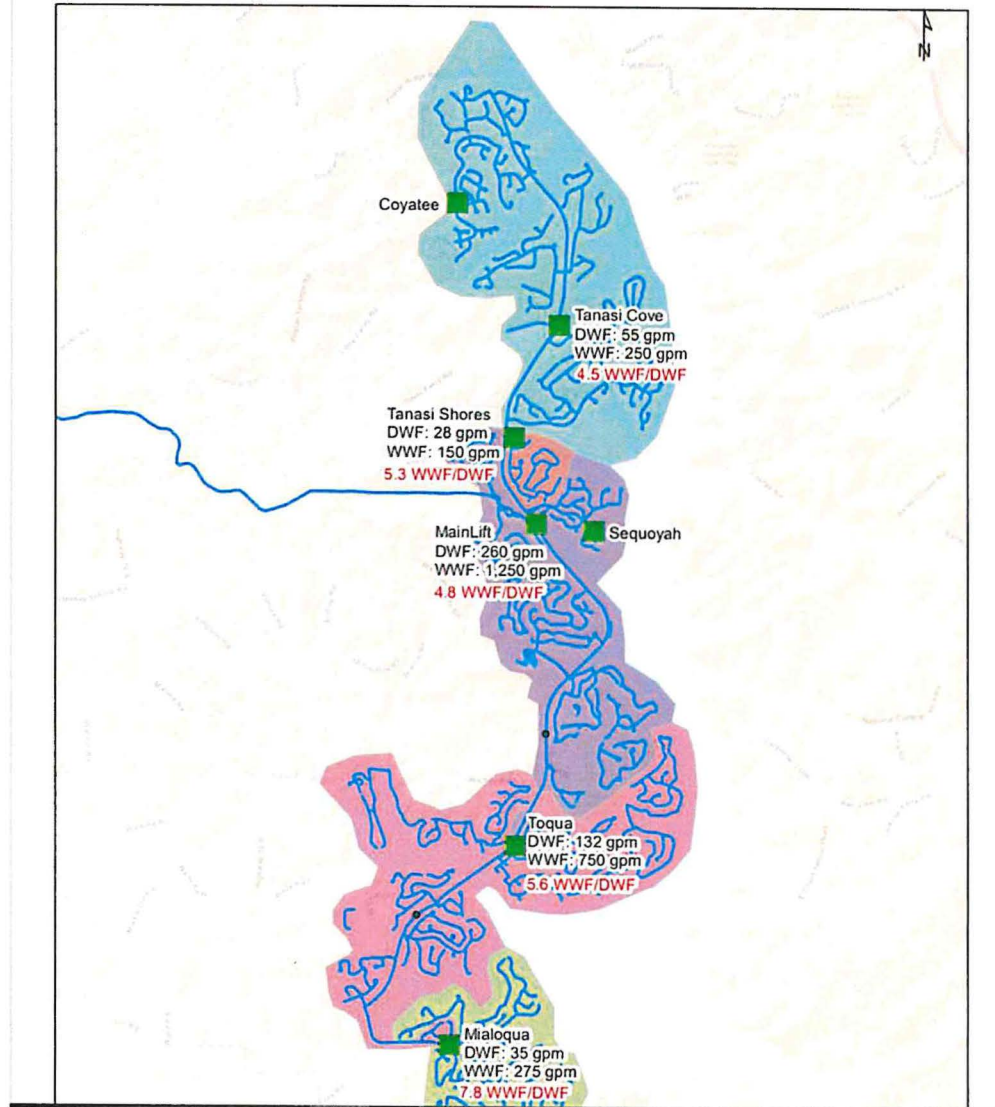
4.1 System Capacity

Under DWF conditions, Pump performance and pressure pipe performance indicate that the system is operating within expected standards; however, during WWF, TVPOA personnel has indicated the need for throttling flows from Mialaquo and Toqua to prevent Main Lift-Station from flooding during wet weather flow conditions. A review of the peak WWF suggests flows above rated capacity for Toqua and Main Lift. Table 4-1 presents the DWF, Peak WWF, and Lift-Station outflows.

Table 4-1: Lift-Station Hydraulic Analysis

Wet Well	DW Inflow (gpm)	Peak WW Inflow (gpm)	Outflow (gpm)	WWF/DWF	# of pumps (% adjust)
Mialaquo	35	275	500	7.8	1
Toqua	132	750	570	5.6	2
Tanasi Cove	55	250	280	4.5	1
Tanasi Shores	28	150	250	5.3	1-2
Main	260	1,250	1,100	4.8	2

Figure 4-1: WWF/DWF Factors



Project 1 – Mialaquo Pump Optimization. Currently, Mialaquo is pumping approximately 500 gpm, while Toqua can pump approximately 570 gpm. Mialaquo should be evaluated further to optimize the pump rate so as not to overwhelm the Toqua station. This project should be done in conjunction with a pilot study to remove the inflow from the system. RDII reduction should be developed for the entire system. However, Mialaquo should be the priority due to the high RDII values recorded.

Project 2 – Toqua Pump Station Upgrade. Toqua shows a peak WWF greater than its current capacity during peak wet weather flows, which is only partially due to larger flows from Mialaquo. This project should rehabilitate the existing station and evaluate upsizing the existing pumps and pump capacities. This project should be undertaken after project 1 and after the RDII reduction pilot has been completed to determine the impacts of RDII reduction. Toqua will need to be rehabilitated regardless of the RDII reduction to optimize the pump rate to handle the firm capacity. Currently, the station is running both pumps in a wet weather scenario and does not have a standby pump.

Project 3 – Main Lift-Station Upgrade. This station receives flow from all the other mentioned pump stations. This station currently has two KSB pumps that convey flow through a 12- inch force main to the Care Inn Lift Station operated by LUB. It was determined that the existing 12- inch force main discharge was modified at some point in history by LUB. The existing 12- inch line is discharged into a Parshall flume. The previous modification eliminated this flume and ran a new 8- inch pipe approximately 950 linear feet into the Care Inn station, which is manifolded into the Care Inn 12-inch force main.

Our initial model does not show a significant increase in the total dynamic head experienced by the pumps; however, a more detailed hydraulic analysis should be performed to verify conditions. During DWF conditions, this station operates one pump at a time, but both pumps run to convey flow during wet weather. This station should be evaluated further to determine alternatives. The station currently does not meet Hydraulic Institute standards for wet well design and does not have firm capacity since both pumps must run during wet weather flows. Before this project is completed, a preliminary engineering analysis should be performed to evaluate alternatives and determine the max flow capacity that LUB can receive. It was noted during the pump drawdown that this station has a notable surge. While this station does have a surge valve installed, the engineering report should also look at surge mitigation as a part of the analysis.

Project 4 – Tanasi Cove upgrade. Tanasi Cove is a future project that will be completed to increase pump capacity as homes in this service area are completed. The increase of houses should be monitored to determine the appropriate time for this project. To extend or eliminate this project from the list, RDII reduction should be considered.

Project	Low	Base	High (+50)
1.Mialaquo pump reduction	\$434,210	\$620,300	\$930,450
2.Toqua Pump upgrade	\$432,390	\$617,700	\$926,550
3.Main Lift Station upgrade	\$1,589,140	\$2,270,200	\$3,405,300
4.Tanasi Cove upgrade (greater than 10 years)	\$432,390	\$617,700	\$926,550

Sewer system upgrade recommendation

- Upgrade size of pumps at Toqua lift station to 1000 gpm
- Build sewer holding tank

Benefits:

- Gives us time to find a fix for Inflow and Infiltration.
- Safety from Main lift station overflow.
- Reduction of residential alarms.
- Less overtime from employees working the lift station during rain events.
- Less stress on the pumps in the system.

500,000-Gallon Domed Tank approx. 55' ID x 28'-2" SWD
\$700,000

Water Master Plan

By: Clayton Taylor

April 20, 2022

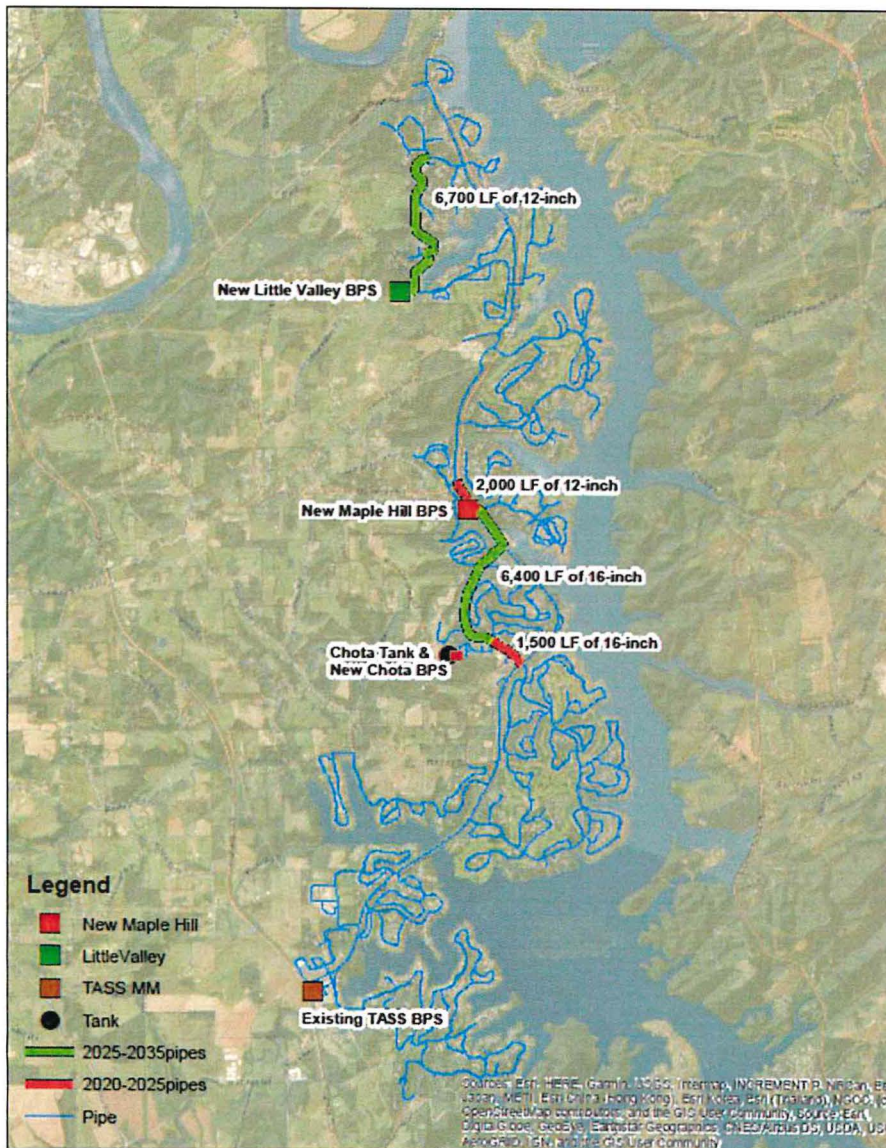
Note: All information and data contained herein are directly from the JACOBS report

TVPOA System

- TVPOA service area (Loudon County) is about 8 square miles or about 5,000 acres
- Existing System consists of:
 - About 100 miles of pipe (2-inch thru 12-inch)
 - One 0.5 MG storage tank
 - One booster station near HYW 444 & HWY 72 TASS supplied water
 - One neighborhood booster station (Osage Drive area)
 - Four wholesale water metering stations—LUB supplied
 - One wholesale water metering station—TASS supplied
 - Estimated cost to replace existing system \$100 million+

COMPARISON OF COOPER PLAN AND 2022 PLAN

Item	Cooper Plan	2022 Plan
Homes/Lots	Small homes on small lots	Larger homes on the same small lots
Lawncare	Wooded lots with NO automatic lawn sprinkler systems	Mainly turf grass with automatic lawn sprinkler systems
Build-out	Build-out was 80% of the plotted lots	100% of the plotted lots as shown on the TVPOA GIS system



Proposed
projects

Tellico village results

- Minimum (top of hill above **elevation 1000**)
- **MINIMUM PRESSURE IN THE SYSTEM IS 40 PSI**
- Most states including Tennessee require min 30 PSI
 - Some states are as low as 20 PSI (fire flow)
 - **If homeowners want a higher pressure, it will be their responsibility to install and operate a water booster pump**
- Maximum pressure (on the lake front elevation **825**) is **127 PSI**.
- The installed pipe, thin wall PVC has a rating of 200 psi.
 - Many engineers and state reviewing agencies recommend a maximum pressure of 130 PSI for new pipe
 - Our installed pipe is 30+ years old with marginal back-filling

Water availability

- The system design results in a pressure variation of about 11 PSI (HGL 1095- 1120), which is a very stable system. Currently it has a much wider range all controlled by LUB, and TVPOA has to take whatever LUB provides (HGL 1080 -1160). TASS water has to be boosted into our system.
- The projected water demand conditions can be met at build-out with the constraints noted. However, there is a finite amount of water available from LUB and TASS. Thus, unlimited growth in Tellico Village will not be possible.
- Odd/Even lawn irrigation should be promoted by TVPOA immediately.

Estimated Phase 1 Project Costs (land costs not included)

Phase 1 completed by 2025 (based on 2% growth)

Chota Pump Station	\$ 730,000
Maple Hill Pump Station	\$1,400,000
Maple Hill Pipeline-Phase 1 (12 & 16 inch)	\$1,550,000
TASS Pump Station Upgrade	\$ 330,000
SUBTOTAL	\$4,010,000

Estimated Phase 2 Project Costs (land costs not included)

Phase 2 to be completed by 2035 (based on 2% growth)

Little Valley Pump Station	\$1,040,000
Little Valley Pipeline (12 inch)	\$3,890,000
Maple Hill Pipeline-Phase 2 (16 inch)	\$4,080,000
SUBTOTAL	\$9,010,000

NOTE: Land acquisition will be difficult at some locations and will take time

Program total costs

PHASE 1	\$4.010,000
PHASE 2	\$9,010,000
TOTAL	\$13,020,000

Phase 1 & 2 funding by year

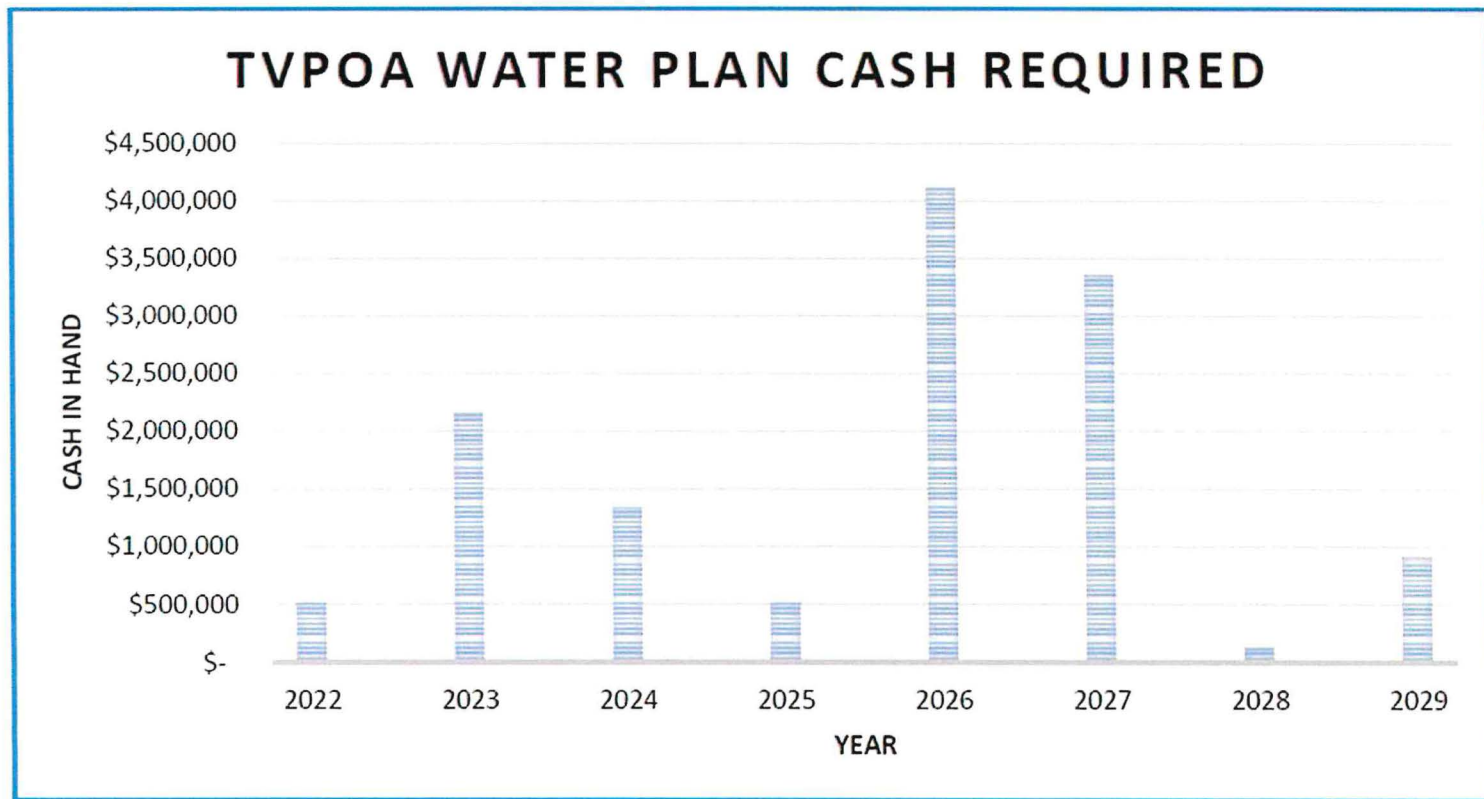
1. The assumption is that the money for a contract is readily available “in the bank” when a project is advertised.
2. Purchasing land or obtaining easements will require legal, negotiation and legal surveying professional services. These are not included in the budgeted amounts.
3. The projects and costs identified are from the Water Master Plan by JACOBS
4. All projects in Phase 1 are completed and **operational by May 1, 2025.**
5. All projects in Phase 2 are completed and operational by December 31, 2029

TVPOA water master plan implementation cash requirements

Year	Authorized Funding*
2022	\$510,000
2023	\$2,159,000
2024	\$1,350,000
2025	\$510,000
2026	\$4,110,000
2027	\$3,350,000
2028	\$130,000
2029	\$910,000

*Does not include costs for land and easement acquisition or associated legal and other professional services

TVPOA water plan cash required



Reviews completed to date

- Public Works Staff and PSAC have:
 - Four major review sessions have been completed with PW staff, PSAC and JACOBS in person and via ZOOM
 - Reviewed multiple draft reports
 - Generated 100's of comments, suggestions and recommendations
 - Challenged every assumption made by JACOBS
 - Reviewed every direction given to JACOBS by PW staff
 - Challenged every minor and major recommendation made by JACOBS
- The report consists of 33 pages plus an appendix
 - PSAC has generated 65+ pages of material that has been reviewed by PW staff and sent on to JACOBS.

WATER AND WASTEWATER PROGRAM

- A dedicated **Program Manager** is required
 - Consistent technical approach
 - Consistent procurement documents
 - Responsible and accountable for project delivery per the implementation schedule

WATER AND WASTEWATER PROGRAM

- **Projects**
 - Phased Implementation Schedule recommendations
 - Wastewater System Master plan—currently under review
 - Water and Wastewater Funding Study
 - Kahite Water and Wastewater Master Plan
 - Fire Hydrant Location and Spacing
 - Wastewater Pumping Station Failure Modes and Effects Analysis (FMEA) with upgrade recommendations
 - Land, Right-of-Way and Easement requirements and acquisition
 - Engineering Firm selection
 - Construction Document (Plans & Specifications) development

Public Works Water System Recommendation

After talking with Adam Byard and Chris Adams with Jacobs Engineering and Ryan Blake with WK Dickson Engineering.

We recommend that we address the irrigation with going to an odd and even water times.

Let LUB get their water tank and booster pump online.

Collect data for a designated time then enter it into our water system model and then decide on how to move forward.

THANK YOU

Loudon County Commission Workshop

Monday, May 16, 2022

Solid Waste Contract Extension

AGENDA ITEM 5-A

Summary of Proposed Amendment of Operation Agreement *(With Responsive Comments if No Amendment is Executed)*

-The Loudon County Solid Waste Disposal Commission ("LCSWDC") is currently operating under a 20-year Operation Agreement with Santek Environmental, Inc. n/k/a Republic ("Santek") dated July 1, 2007, for operation of the Matlock Bend Landfill (the "Contract") and proposes to modify the Contract as follows:

- **Expansion of Maximum Permitted Airspace:** Santek will submit a Major Permit Modification to TDEC to reflect a lateral expansion of the current permitted airspace of 41 acres to a revised total footprint of 67.2 acres. However, Santek will only be authorized to fill the remainder of the designated 53 acre portion of the Landfill during the Contract term (the "Amended Footprint").
(The current permitted airspace of 41 acres will remain until filled or otherwise expanded)
- **Contract Extension:** The current Contract between LCSWDC and Santek will be extended until the earlier of the date that Santek fills the Amended Footprint or December 31, 2038. (Santek expects to fill the Amended Footprint in 2035 based upon current waste volumes).
(The current Contract will expire on July 1, 2027)
- **Maximum Constructed Elevation:** The current Permit allows Santek to construct the Landfill to an elevation of 1,108 ft. msl., Santek will amend the Permit to limit the constructed elevation to 1,093 ft. msl. (current elevation is 1070 f. msl.) This will improve the appearance of the Landfill but will decrease Santek's potential waste volume by 100,000 cubic yards of waste.
(The current Permit maximum elevation of 1,108 ft. msl. will remain)
- **Santek's Bonded Closure Obligation:** Santek will agree to be fully responsible for closure of all 53 acres of the Amended Footprint (based upon TDEC's estimated closure/post closure cost, this would result in expenditure by Santek of up to \$13.1 Million). Further, Santek will agree to maintain a performance bond approved by TDEC for the duration of the Contract to guarantee its closure/post-closure obligations (with an estimated annual bond premium for Santek of approximately \$200,000, decreasing as closure is completed). Santek's bonding of the closure/post-closure obligations will also eliminate the need of Loudon County to post annual financial assurance bonds to TDEC to cover the estimated closure/post-closure.
(Santek will only close landfill cells which attain "final elevation". Santek can potentially fill the landfill cells systematically to avoid closing certain cells during the Contract term. This would leave LCSWDC with an unknown future closure liability. Further, Santek would not provide a performance bond to guarantee its performance of closure/post-closure. This would leave the County responsible to post an annual financial assurance bond to pledge County tax revenue to guarantee closure/post-closure. The current County financial assurance bond holds the County responsible for closure/post-closure liability of up to \$13.1 Million, which may increase given inflation and costs of closure/post-closure care)
- **Phased Closure Schedule:** Santek will develop and present a phased closure plan to TDEC that includes a strategy and commitment to have Santek gradually close portions of the Landfill to reduce the total closure liability for the Landfill during the Contract term.
(Santek will only close landfill cells within the original Landfill footprint which attain "final elevation")

- **Post-closure of Phase I:** Santek will maintain financial and compliance responsibility for providing post-closure care to the Phase I portion of the Landfill (estimated to be completed in 2029). (Santek will also remain responsible for maintenance and compliance responsibility for all other portions of the landfill that are closed during the extended Contract term).
(Santek will maintain financial and compliance responsibility for providing post-closure care to the Phase I portion of the Landfill through 2027).
- **Host Fee:** Santek will increase the monthly Host Fee paid to LCSWDC from 3.75% of gross revenue to 5.5% of gross revenue from the Landfill (this could result in increased revenue of between \$50,000 to \$80,000 annually, depending upon volume and tipping fees). This increase in Host Fee was in exchange for allowing Santek to use soil from adjacent Landfill property for cover and will offset the cost of acquiring the property as a Landfill buffer.
(The monthly Host Fee paid to LCSWDC will remain 3.75%; however, Santek will be responsible for the cost of any soil used for closure of the original Landfill footprint)
- **Security Fee for LCSWDC for C/PCC Liability:** Santek will continue to pay LCSWDC a Security Fee each month of the greater of \$1.00 per ton of waste or 5% of gross revenue from the Landfill.
(The monthly Security Fee will remain the same)
- **Elimination of Out of State Waste:** Santek will agree to prohibit the Landfill from accepting waste generated outside Tennessee and waste generated more than 75 miles from the Landfill.
(Santek will be permitted to accept Out of County and Out of State Waste generated within a radius of 150 miles)
- **Installation of Pressurized Wheel Wash:** As part of the Contract negotiations, Santek has already installed a pressurized wheel wash at the Landfill at a cost of nearly \$250,000.
(No change as the pressurized wheel wash has already been installed)
- **Stakeholder Tipping Fees:** Current Stakeholder tipping fees are \$21.15 per ton as Santek has not applied CPI adjustments during amendment negotiations. Santek will agree to set Stakeholder tipping fees at \$23.58 per ton for 2022 with annual CPI adjustments. Santek will also agree that no tipping fees, including the internal Santek hauling tipping fees, can be below the Stakeholder tipping fees.
(Santek could retroactively apply deferred CPI adjustments to set the Stakeholder tipping fees at \$26.90 per ton for 2022 with annual CPI adjustments. Santek can continue to offer internal hauling tipping fees below the Stakeholder tipping fees)
- **General and Special Waste Tipping Fees:** Santek will agree that all tipping fees other than the Stakeholder tipping fees shall be a minimum of \$26.00 per ton. This will include all internal hauling tipping fees for Santek and volume discounts for special waste. The current general tipping fee is \$28.48 per ton. The general tipping fee will be set at \$45.00 per ton.
(Santek can continue to offer internal hauling tipping fees and volume discounts for special waste below the Stakeholder tipping fees. LCSWDC will have no control over any discounted tipping fees for any customers)

-In summary, the Contract Amendment would eliminate potential closure/post-closure liability for LCSWDC and its Stakeholders estimated at \$13.1 Million

(LCSWDC could have estimated liability for closure/post-closure of \$13.1 Million at the end of the existing Contract term on July 1, 2027)

-Upon the expiration of the Contract Amendment, LCSWDC could have an estimated potential surplus of \$5 Million or more after deduction of remaining post-closure obligations.

(LCSWDC could have estimated liability for closure/post-closure of \$13.1 Million at the end of the existing Contract term on July 1, 2027. The County would ultimately be responsible for any funding deficit based upon its annual financial assurance bond)

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 _____, 2022, (the “Second Amendment Effective Date”) 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, LLC** (“Contractor”), a Tennessee limited liability company (formerly Santek Environmental, Inc.), with its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054.

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 hereby acknowledged, the parties agree as follows:

1. The Agreement is amended by adding Exhibit B, Exhibit C, Exhibit D, and Exhibit E to this Second Amendment as Exhibit B, Exhibit C, Exhibit D, and Exhibit E, respectively, to the Agreement. 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 an application for a major permit modification to the Landfill Permit (such major permit modification and any permits, licenses, approvals and authorizations with respect thereto from State Regulatory Agencies or other applicable governmental authorities and agencies is referred to as the “Major Permit Modification”). For the Major Permit Modification to be issued or obtained for purposes of this Agreement, any such permits, licenses, approvals or authorizations with respect thereto that are not final or are appealable upon issuance, must become final and non-appealable. Except for any Modifications (as defined below), the Major Permit Modification must include the following terms and conditions:

- (a) The permitted airspace will include a lateral expansion of approximately 26.6 acres (the “Proposed Expansion”), which would bring 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 this Agreement (the "Amended Footprint"). The remaining permitted area of approximately 14.2 acres will not be constructed for waste disposal during the term of this Agreement (the "Unconstructed Footprint"), absent the written approval of the Commission, such approval to not be unreasonably withheld if the Regulatory Modifications (as defined below) require modification to the Unconstructed Footprint.

- (b) The maximum permitted elevation associated with the Landfill included in the Major Permit Modification application will be shown as 1,093 ft. msl.
- (c) A cell delineation and grading plan will be developed for the Proposed Expansion by the Contractor that is consistent in all material respects with the plan prepared by the Contractor and shown in Exhibit B attached to this Agreement (as modified due for any Modifications (as defined below)). A final grading plan will also be developed by the Contractor that 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. The final grading plan for the entire Landfill should be substantially consistent with the grades shown in Exhibit C (as modified for any Modifications). It is noted that these grades extend into the Unconstructed Footprint. As noted above, the Contractor shall not advance any construction within the Unconstructed Footprint shown on Exhibit C, absent the written approval of the Commission, such approval to not be unreasonably withheld if the Regulatory Modifications (as defined below) require modification to the Unconstructed Footprint. The total potential closure area and closure grades for this Agreement are shown in Exhibit D (as modified for any Modifications (as defined below)).
- (d) A Phased Closure Plan (as defined below) and implementation timeline will be developed by Contractor and submitted for approval by the Commission before submittal to TDEC as part of the Major Permit Modification. The Commission shall promptly review and approve the Phased Closure Plan within thirty (30) days of receipt from the Contractor, such approval to not be unreasonably withheld. TDEC's approval of the Phased Closure Plan will be considered a requirement of the Major Permit Modification and the milestones identified in Section 8.2 will be implemented as part of this Agreement. The Phased Closure Plan and implementation timeline submitted by the Contractor to TDEC for approval will be substantially consistent with the plan prepared by the Contractor and shown in Exhibit E attached to this

Agreement (as modified for any Modifications (as defined below)). The attached Phased Closure Plan or the later developed Phased Closure Plan approved by the Commission pursuant to this section that is submitted to TDEC, is referred to hereinafter as the "Phased Closure Plan."

Notwithstanding anything to the contrary set forth in this Agreement, both parties hereto understand and agree the Proposed Expansion has not been approved by State Regulatory Agencies and other applicable governmental authorities and agencies, and therefore the Proposed Expansion, including Exhibit B, Exhibit C, Exhibit D, and Exhibit E, are subject to change (1) based on comments received by State Regulatory Agencies and other applicable governmental authorities and agencies and compliance with Solid Waste Laws and the rules and regulations of State Regulatory Agencies and other applicable governmental authorities and agencies (the "Regulatory Modifications") and (2) as reasonably necessary to accommodate unforeseen or unknown conditions of or at the Landfill and with respect to the Proposed Expansion (the "Design Modifications" and together with the Regulatory Modifications, the "Modifications"); provided, however, the final permit application submitted to TDEC for the Proposed Expansion will maintain the Unconstructed Footprint, absent the written approval of the Commission, such approval to not be unreasonably withheld if the Regulatory Modifications require modification to the Unconstructed Footprint. In connection with any Modifications, Contractor shall use commercially reasonable efforts to ensure that the Proposed Expansion adheres to the conditions of subsections (a) through (d) above in all material respects.

The Commission shall reasonably cooperate with and support the Contractor's efforts to obtain the Major Permit Modification as long as the permit issued by TDEC incorporates the terms and conditions of subsections (a) through (d) above in all material respects. If either (1) the Major Permit Modification is issued upon terms and conditions that will have or are reasonably likely to have a material adverse effect on the Contractor's anticipated operation of the Landfill (including, without limitation, a reduction in the anticipated disposal capacity of the Amended Footprint or an increase in the anticipated costs to operate the Landfill, close the Landfill or care for the Landfill post-closure of the Landfill), the Contractor may withdraw the application for the Major Permit Modification and discontinue pursuit of such or terminate this Second Amendment and, in the case of any such withdrawal or termination, the terms and conditions of this Second Amendment shall be null and void, except for the terms and conditions of Sections 8, 9 and 10 of this Second Amendment which shall remain effective or (2) TDEC does not agree to incorporate the terms of subsections (a) through (d) above in all material respects in the Major Permit Modification (unless both the Contractor and the Commission mutually agree in writing to waive or modify any of the terms of subsections (a) through (d) above), the Contractor shall withdraw the application for the Major Permit Modification and discontinue pursuit of such and, in the case of any such withdrawal, the terms and conditions of this Second Amendment shall

be null and void ab initio, except for the terms and conditions of Sections 8, 9 and 10 of this Second Amendment which shall remain effective and, provided, further, the parties hereto agree that the last sentence of Section 3.5(a) of the Agreement and Section 3.5(b) of the Agreement shall be deleted in their entirety.

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 of by all the parties hereto. 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 shall be automatically extended for an additional period ending on the date that all permitted waste disposal airspace contained within the Amended Footprint of the Landfill (including disposal airspace with the Amended Footprint resulting from the Major Permit Modification) reaches the closure grades shown in Exhibit D (as modified for any Modifications); 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 the 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 F to this Second Amendment as Exhibit F to the Agreement. Section 5.6 of the Agreement is amended by inserting the below to subsection (a) immediately after the existing first sentence as follows:

The Commission shall provide the 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 F. 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 at the Landfill by the Contractor. Prior to obtaining any soils from any portion of the Adjacent Property, the Contractor shall prepare a grading plan to show the location and sequence of proposed excavations and also prepare an erosion and sediment control plan (the "E&SC Plan") and an interim and final vegetation plan for this area. The Contractor shall submit the proposed final grading topography, the E&SC Plan, and the interim and final vegetation plan for this area to the Commission for its written approval (such approval to not be unreasonably withheld) and TDEC for its written approval (to the extent such approval is required by TDEC) and shall implement all approved E&SC Plan requirements before any clearing, grading and excavation commences on the Adjacent Property. The Contractor shall be responsible for obtaining all necessary

permits and for all costs related to permitting, operating, and stabilizing the Adjacent Property resulting from the Contractor's use of soils from the Adjacent Property. The Contractor shall exercise reasonable efforts to: (a) preserve topsoil on the Adjacent Property to promote vegetation and site stabilization and (b) coordinate with the Commission to facilitate the future beneficial use of the Adjacent Property by the Commission. The Commission shall retain any and all of the natural resources of the Adjacent Property (other than the soils utilized by the Contractor), including, without limitation, the rights to minerals, the rights to crops and timber.

4. The Agreement is hereby amended by attaching Exhibit G to this Second Amendment as Exhibit G to the Agreement. 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 be responsible for the removal of litter, runoff, dirt, mud, debris, and other foreign material from all areas within the Landfill and, to the extent generated or resulting from access to or use of the Landfill, on all Access Roads thereto within one-quarter mile of the gate to the Landfill. Hereinafter, Access Roads are defined as paved surfaces of two or more lanes. Currently the only Access Road is State Highway 72. Contractor shall be responsible for maintaining the Landfill and, to the extent generated or resulting from access to or use of the Landfill, all Access Roads thereto within one-quarter mile of the gate to the Landfill thereto in a clean and sanitary condition. Contractor shall further be responsible for compliance with all TDEC rules and regulations regarding controlling litter, runoff, dirt, mud, debris, and other foreign material within the Landfill and on all Access Roads thereto within one-quarter mile of the gate to the Landfill. The Contractor shall furnish, maintain, and use dust control equipment as reasonably necessary to reduce the generation of dust in the operation of the Landfill and on all Access Roads thereto within one-quarter mile of the gate to the Landfill. The Contractor shall make reasonable efforts to secure the Landfill and all access points thereto at all times outside of normal hours of operation of the Landfill.
- (b) In addition to the Contractor's requirements in subsection (a) above, Contractor has constructed and implemented, at its expense, a pressurized wheel wash system approved by TDEC and which meets all applicable TDEC regulations. Such wheel wash system is substantially similar in form, quality, and performance specifications to the engineered wheel wash system depicted on Exhibit G. Contractor shall make reasonable efforts to ensure that all traffic exiting the Landfill fully utilizes the wheel wash system before accessing any Access Roads. Contractor shall visually inspect the Landfill, the soil borrow area, and Access Road(s) monthly, and verify, by brief written reports submitted to the Commission at least

monthly, its compliance with the terms of this subsection (b) and subsection (a) above.

5. Section 5.14 of the Agreement is amended herein by deleting the second sentence and substituting in lieu thereof the following:

Contractor shall also be prohibited from knowingly accepting waste at the Landfill that is generated from a location that is outside the state of Tennessee or inside the state of Tennessee beyond a radius of 75 miles from the Landfill without the prior written approval of the Commission. In connection therewith, Contractor will use commercially reasonable efforts to inquire of its customers with respect to where waste to be disposed of at the Landfill is generated from.

6. 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 provided that the Major Permit Modification is issued by TDEC, the Contractor shall be responsible, at its expense, for compliance with the Phased Closure Plan presented in Exhibit E and all Phased Closure requirements required by TDEC in the Major Permit Modification (as modified for any Modifications). Unless otherwise agreed to in writing by the Contractor and the Commission, the Contractor shall sequentially develop (in order) Modules 1, 2, 3, and 4 within the Amended Footprint, as generally, shown on Exhibit C (as modified for any Modifications) during the term of this Agreement. Similarly, the Phased Closure Plan developed by the Contractor shall obligate Contractor to sequentially close (in order) the five Closure Areas within the Amended Footprint as shown on Exhibit E (as modified for any Modifications) during the term of this Agreement. Unless otherwise agreed to in writing by the Contractor and the Commission, the Contractor shall comply with the following closure schedule:

- The Contractor shall close approximately 12.9 acres represented as CA-1 on Exhibit E (as modified for any Modifications) within one hundred eighty (180) days after receiving the TDEC certification letter for the new cell construction of Module 2. Based upon current volume and density which the parties acknowledge may change, Contractor presently estimates the closure of CA-1 to be in 2025.
- The Contractor shall close approximately 11.6 acres represented as CA-2 on Exhibit E (as modified for any Modifications) within one hundred eighty (180) days after receiving the TDEC certification letter for the new cell construction of Module 4. Based upon current volume and density which the parties acknowledge may change, Contractor presently estimates the closure of CA-2 to be in 2034.

- The Contractor shall close approximately 8.6 acres represented as CA-3 on Exhibit E (as modified for any Modifications) within one hundred eighty (180) days after receiving the TDEC certification letter for the new cell construction of Module 5. Based upon current volume and density which the parties acknowledge may change, Contractor presently estimates the closure of CA-3 to be in 2036.
- The Contractor shall close approximately 8.5 acres represented as CA-4 on Exhibit E (as modified for any Modifications), upon the earlier of achieving the closure grades identified in Exhibit D (as modified due for any Modifications) or the end of the term of this Agreement.

The Contractor shall also be responsible, at its expense, for compliance with Post-Closure Care for all closed portions of the Landfill until the earlier of the expiration of the term of this Agreement or the termination of this Agreement.

(b) The Commission shall serve Contractor written notice two (2) years prior to the end of the term of this Agreement or natural operational life of the Amended Footprint regarding its future intentions for expansion into the Unconstructed Footprint. In the event that the Commission elects to not extend the life of the Landfill beyond the Amended Footprint, the Contractor shall be responsible for completing, at its expense, final Closure of approximately 10.7 acres represented as CA-5 on Exhibit E (as modified due for any Modifications), within two hundred seventy (270) days following the end of the term of this Agreement. This shall result in Contractor closing all portions of the Amended Footprint shown in Exhibit D (as modified due for any Modifications).

(c) In the event that the Commission elects to extend the life of the Landfill beyond the Amended Footprint, the Commission shall give Contractor at least two (2) years written notice that the Commission plans to continue operation of the Landfill and plans to develop within the Unconstructed Footprint and the parties agree to negotiate in good faith an amendment to this Agreement to reflect such continued operation of the Landfill and the disposal of waste within the Unconstructed Footprint; provided, however, such amendment must be acceptable to each party in its sole discretion. In this event, the Contractor shall remain responsible for final closure of the 10.7 acres of the Amended Footprint represented as CA-5 on Exhibit E (as modified for any Modifications). However, if the Commission determines in its sole discretion that closure of the 10.7 acres of the Amended Footprint represented as CA-5 is not desirable based upon Landfill operating conditions or future Landfill expansion plans, the parties may negotiate in good faith to reach a future written agreement.

(d) Until the expiration or any termination of this Agreement, the Contractor shall be responsible, at its 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 Plan required by the Major Permit Modification. Following the expiration or any termination of this Agreement, the Commission shall assume any and all remaining responsibility for Post-Closure Care of the Landfill.

7. 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 the Commission 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.

(a) In consideration of such Commission obligations, the Contractor will provide the Commission directly with financial assurance for the performance by the Contractor of its Closure obligations under Section 8.2(a) (the "Closure Assurance"). The Closure Assurance amount shall be determined by utilizing the TDEC-approved Closure costs (excluding Post-Closure Care costs).

(b) Contractor shall meet its financial assurance requirements under this Section by providing the Commission with a performance bond, at the Contractor's expense, from an insurance company authorized to transact business in the State of Tennessee and approved by TDEC. 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 primary beneficiary of such performance bond. The State of Tennessee shall be named as secondary beneficiary of such performance bond. In the event that the Contractor defaults on its obligation to complete all of its required Closure of the Landfill, then the performance bond shall be released to the Commission. 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 the 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 required Closure obligations for the Landfill under this Agreement and all TDEC requirements with respect thereto, the Contractor may immediately cancel or terminate any and all bonds, letters of credit or other similar instruments provided to the Commission by the Contractor for that closed portion of the Landfill.

- (c) Notwithstanding the foregoing, the Contractor may from time to time request in writing permission from the Commission to substitute the methods and/or instruments of financial assurance, provided that such methods and/or instruments shall not be altered or modified by the Contractor without the Commission's written permission. The Commission shall respond in writing to any request from the Contractor to substitute the methods and/or instruments of financial assurance within 60 days of receipt from the Contractor. The form of any financial assurance instrument provided by the Contractor to the Commission must be acceptable to and approved in writing by TDEC.

- 8. Section 10.3 of the Agreement is amended herein by deleting the entirety of this Section and substituting in lieu thereof the following:

10.3 Tipping Fees and Other Charges. The Contractor shall assess per ton tipping fees to all users of the Landfill during the term of this Agreement so as to adequately perform the Work. Such tipping fees shall comply with the terms of this Section and include a general tipping fee, an Area Government Users tipping fee and custom tipping fees for volume users and Special Wastes. The Contractor may from time to time, in its reasonable discretion, decrease or increase such general tipping fees and custom tipping fees for volume users and Special Wastes; provided, however, the Contractor shall not permit any such general tipping fee or custom tipping fees for volume users and Special Wastes to be below \$26.00 per ton (subject to adjustment as of each July 1 to reflect increases, if any, during the previous twelve (12) month period ending on May 31, in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the "Price Index")) without the approval of the Commission. Such Area Government Users tipping fees shall be subject to adjustment as of each July 1 to reflect increases, if any, during the previous twelve (12) month period ending on May 31, in the Price Index. Such adjusted rates shall be established for the next twelve (12) months, based on the result of multiplying the then current rate by a fraction, the numerator of which shall be the Price Index ending on May 31 immediately preceding the July 1 for which the rate is to be adjusted, and the denominator of which shall be the Price Index ending on May 31 for the previous year. In addition to such general tipping fees, Area Government Users tipping fee and custom tipping fees for volume users and Special Wastes, each user of the Landfill shall pay to the Contractor any applicable governmental fees, taxes and

surcharges with respect to the disposal of Waste at the Landfill by such user and any additional fees imposed by the Contractor resulting from any (a) event for which Section 12.10 applies, (b) adoption of any new federal, state or local statute, law, rule, regulation or ordinance, (c) changes to any existing federal, state or local statute, law, rule, regulation or ordinance, or (d) any other event, occurrence, fact, condition, or change that could not reasonably have been anticipated or prevented by the Contractor; provided, further, Contractor may impose on any users of the Landfill (except the Area Government Users) a fee or surcharge with respect to the cost of fuel and environmental compliance. The Commission shall not impose any surcharge, fee, duty, tax or other charge upon the operation or management of the Landfill or the delivery or disposal of Solid Waste at the Landfill.

As of the Second Amendment Effective Date, the parties hereto acknowledge and agree that (a) the general tipping fee is \$45.00 per ton excluding any applicable fees, taxes and surcharges with respect to the disposal of Waste at the Landfill and (b) the Area Government Users tipping fee is \$23.58 per ton excluding any applicable governmental fees, taxes and surcharges with respect to the disposal of Waste at the Landfill.

9. 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. The Contractor shall pay the Commission each month 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 (excluding any governmental surcharge, fee, duty, tax or other charge) received by Contractor, provided, that the aggregate amount of each monthly payment to the Commission for Host Fees shall not be less than \$10,750.00. Host Fees shall be paid to the Commission on or before the 20th day of each month for all tipping fees (excluding any governmental surcharge, fee, duty, tax or other charge) received by the Contractor at the Landfill during the preceding month. For all Host Fee payments not received by the Commission from the Contractor when due, the Contractor shall pay the Commission an additional one-time late charge of 5% of the delinquent Host Fee payment; provided, such late charge will not apply if such payment is disputed by the Contractor. 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 the Contractor.

10. 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. This Second Amendment may be executed in any number of counterparts, including facsimile and .pdf, each of which constitutes an original and all of which, collectively, constitute one and the same instrument. The signatures of the Parties need not appear on the same counterpart. In the event of a conflict between the terms or provisions of this

Second Amendment and the terms and provisions of the Agreement, the terms and provisions of this Second Amendment will control and prevail. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Agreement. The terms and conditions set forth in this Second Amendment shall not apply to any period of time prior to the date of this Second Amendment unless otherwise expressly provided in this Second Amendment.

[signature page to follow]

DRAFT

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be
executed as of
the date first written above.

**LOUDON COUNTY SOLID WASTE
DISPOSAL COMMISSION**

By: _____
Kelly Brewster, Chair

SANTEK ENVIRONMENTAL, INC.

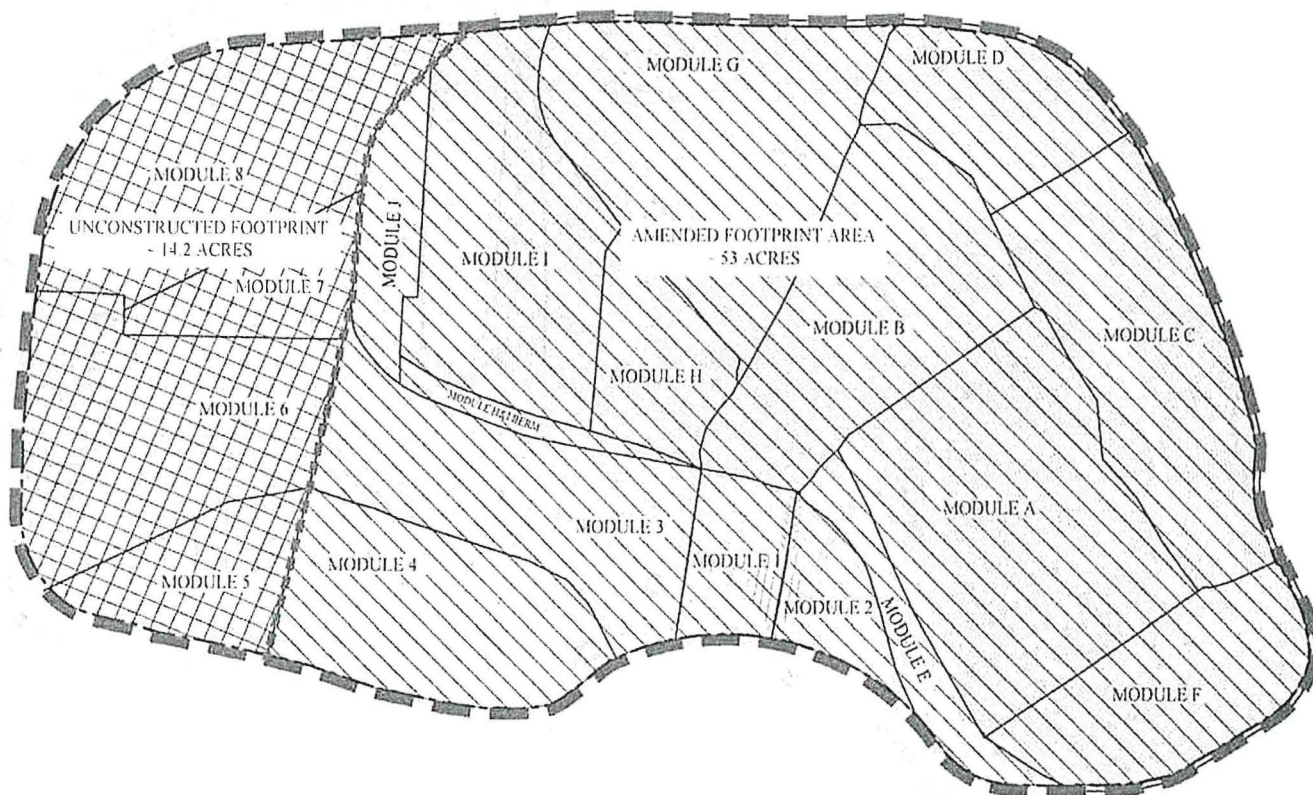
By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT B

Major Permit Modification Footprint

DRAFT



LEGEND

- MAJOR PERMIT MODIFICATION FOOTPRINT ~ 67.2 ACRES
- AMENDED FOOTPRINT AREA ~ 53 ACRES
- UNCONSTRUCTED FOOTPRINT ~ 14.2 ACRES

MAJOR PERMIT MODIFICATION FOOTPRINT

MATLOCK BEND LANDFILL
LOUDON COUNTY, TENNESSEE

DRAWN BY: JW

SCALE: NTS

DATE: 9/6/19

CHECKED BY: RV

APPROVED BY: RV

SANTEK



Waste Services

650 25TH STREET NW
SUITE 100
CLEVELAND,
TENNESSEE
(423) 303-7101

200-1914.1
Title dwg. no.

B
EXHIBIT

EXHIBIT B revised
job no.

EXHIBIT C

Final Grading Plan for Entire 67 Acres

DRAFT



SANTEK
Waste Services

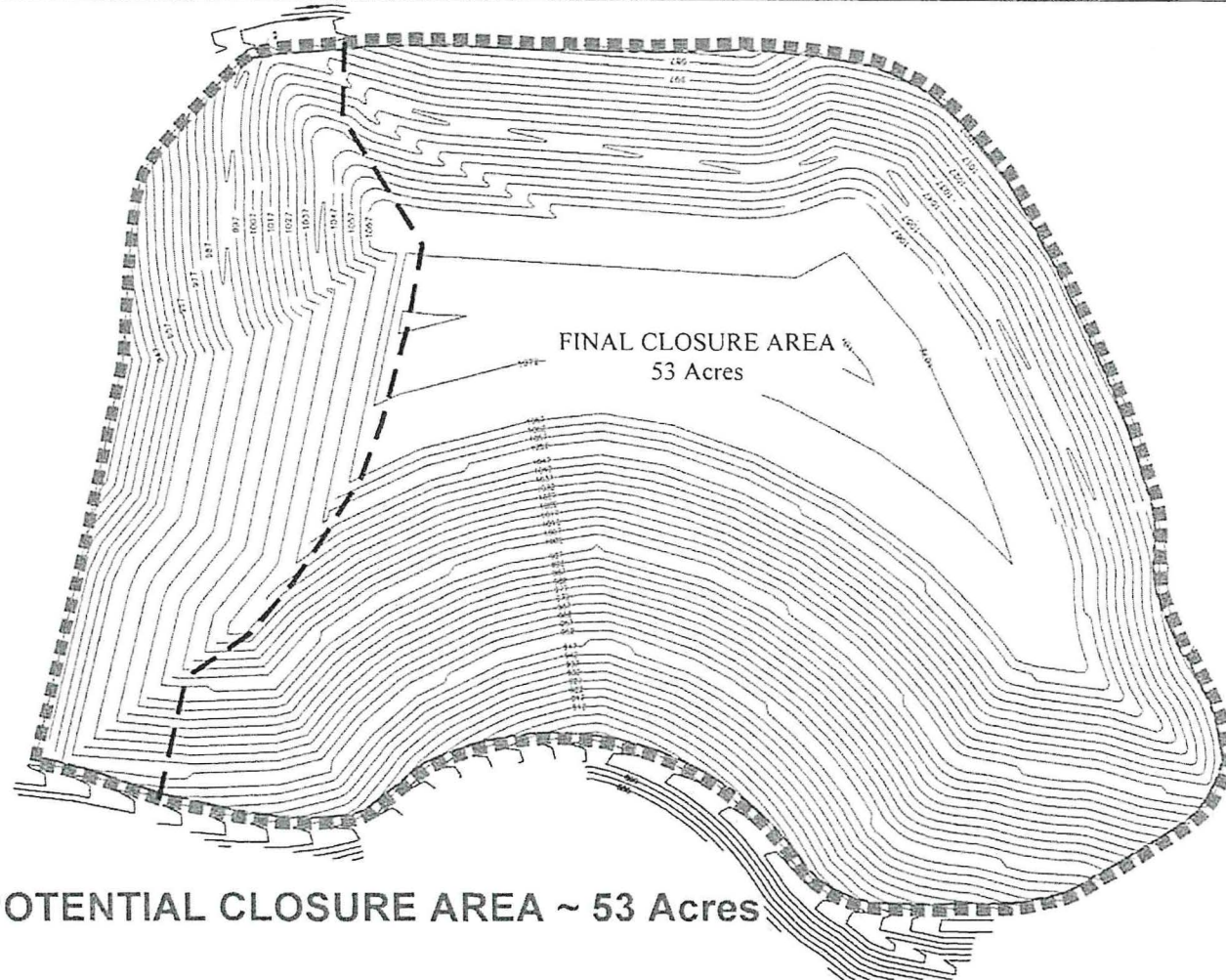
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C

EXHIBIT D

Final Closure Areas of Amended Footprint

DRAFT



611	0.475	2000	25%		0.1527-00

FINAL CLOSURE AREAS OF
AMENDED FOOTPRINT
MATLOCK BEND LANDFILL
LOUDON COUNTY, TENNESSEE



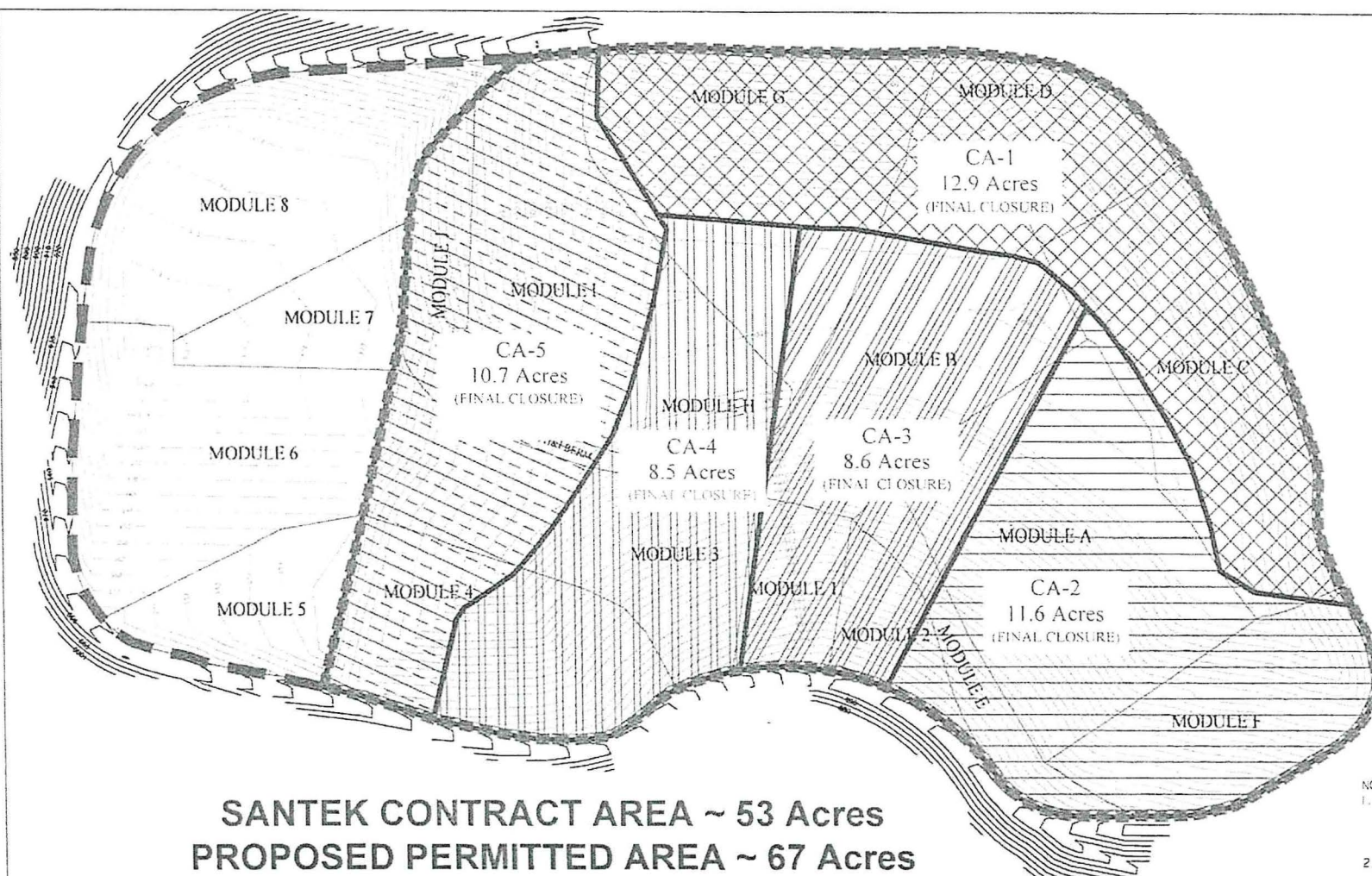
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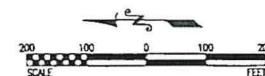
EXHIBIT E

Phased Closure Plan

DRAFT



- NOTES:
1. THE PHASED CLOSURE AREAS ARE APPROXIMATE AND ARE SUBJECT TO CHANGE BASED ON MODULE SEQUENCING AND ACHIEVEMENT OF FINAL GRADES.
 2. ACTUAL CLOSURE AREAS MAY VARY PENDING TDEC REVIEW AND APPROVAL.

[illegible]

PHASED CLOSURE PLAN

MATLOCK BEND LANDFILL
LOUDON COUNTY, TENNESSEE



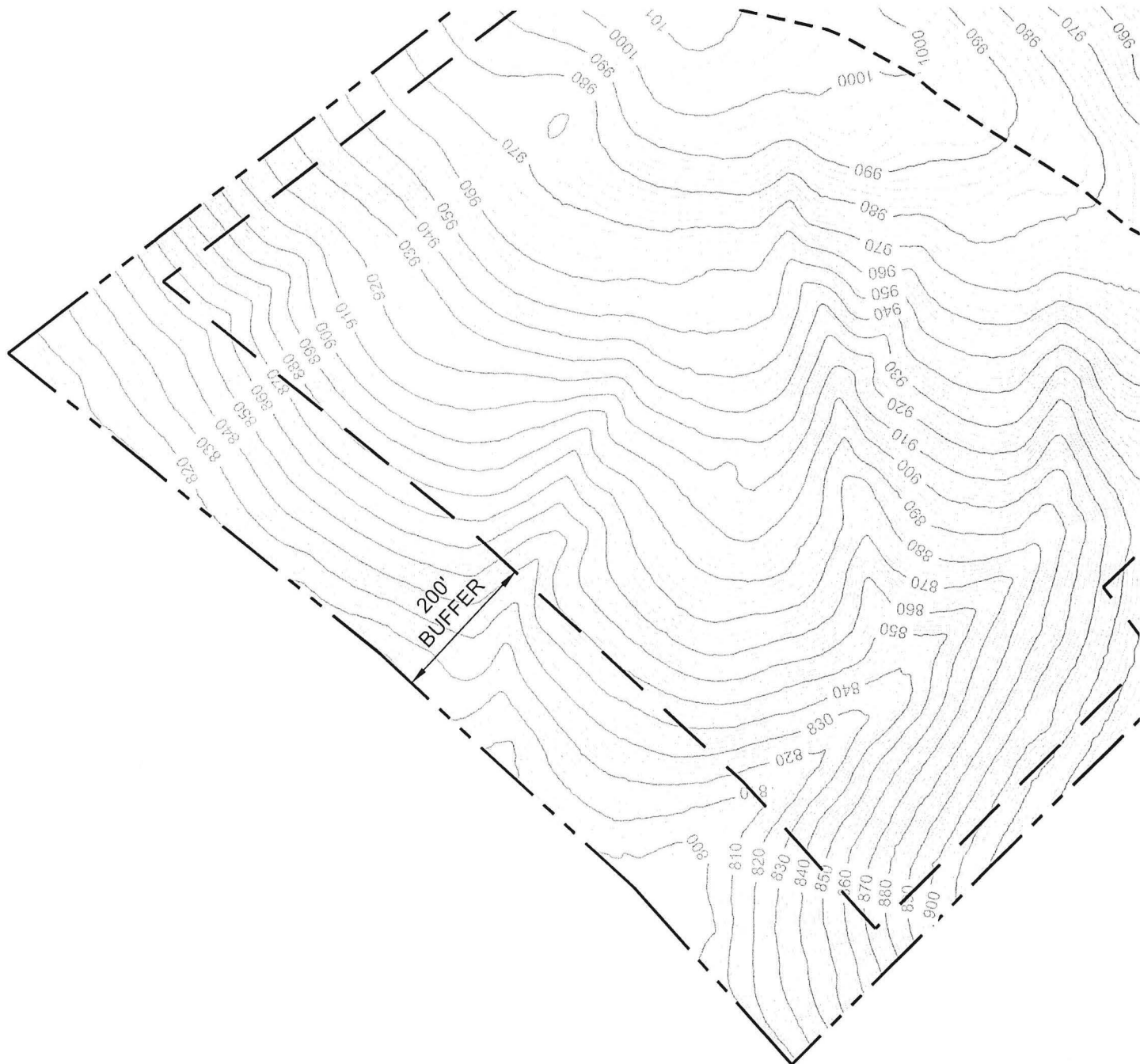
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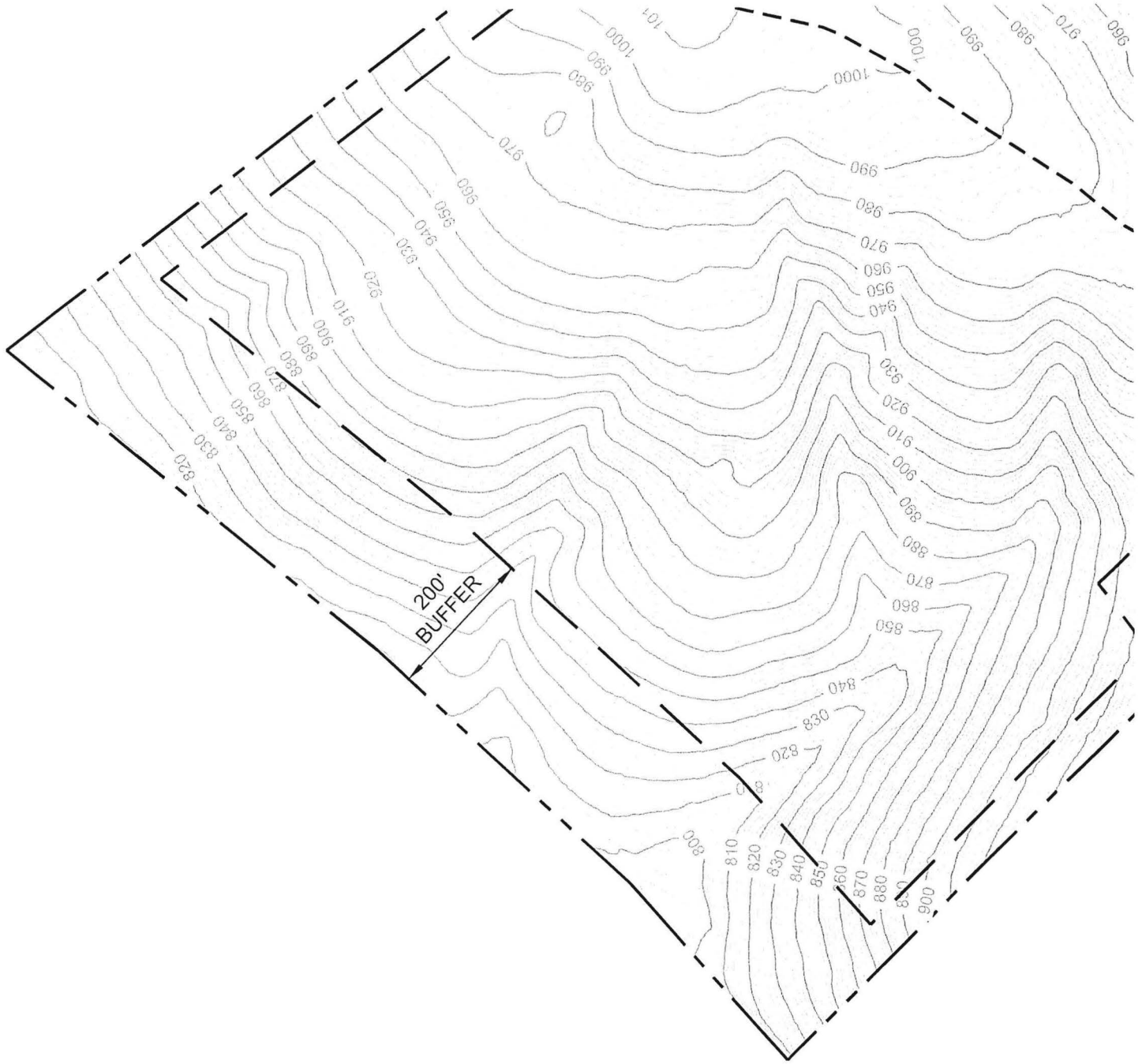
E
DATE:

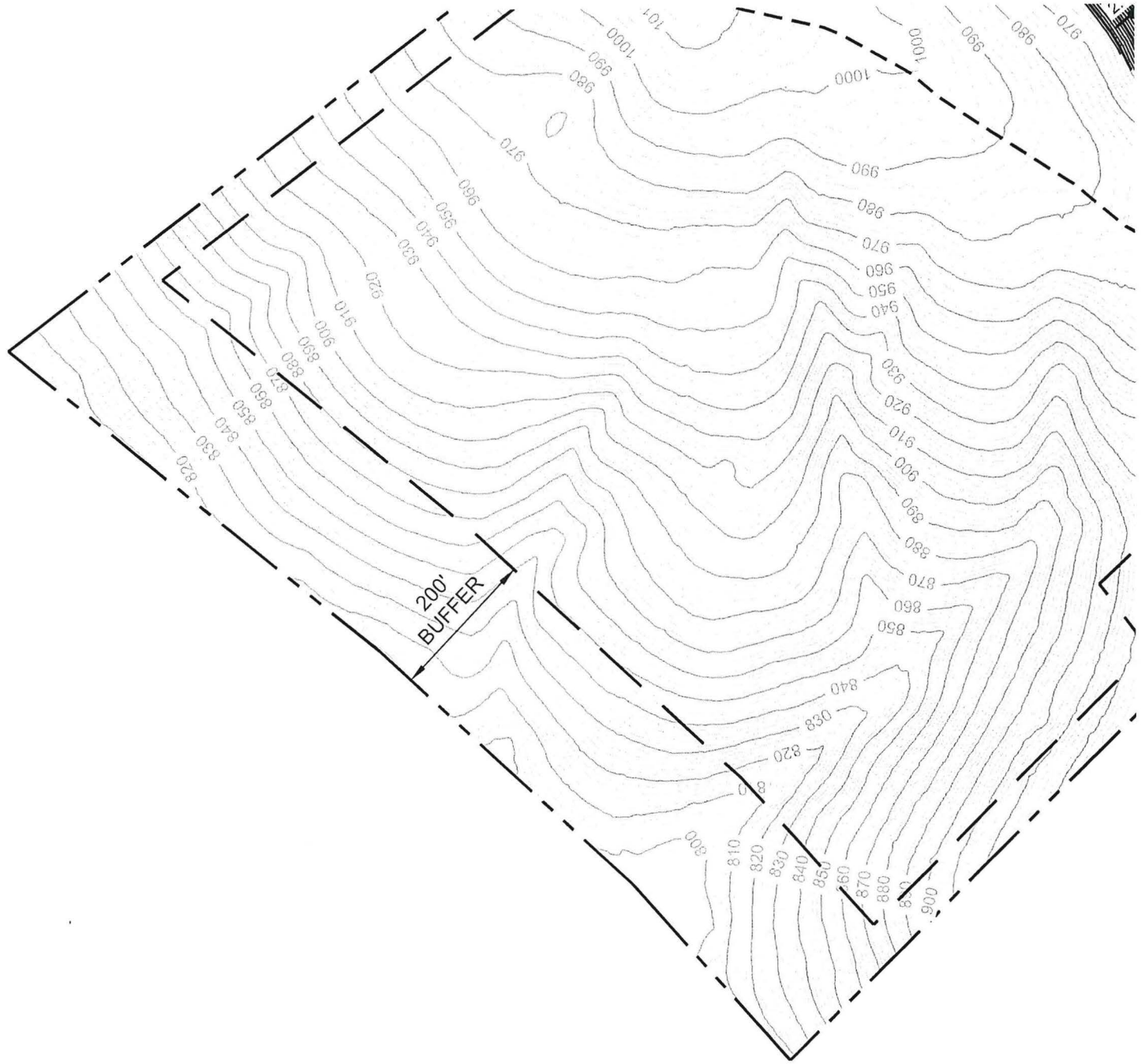
EXHIBIT F

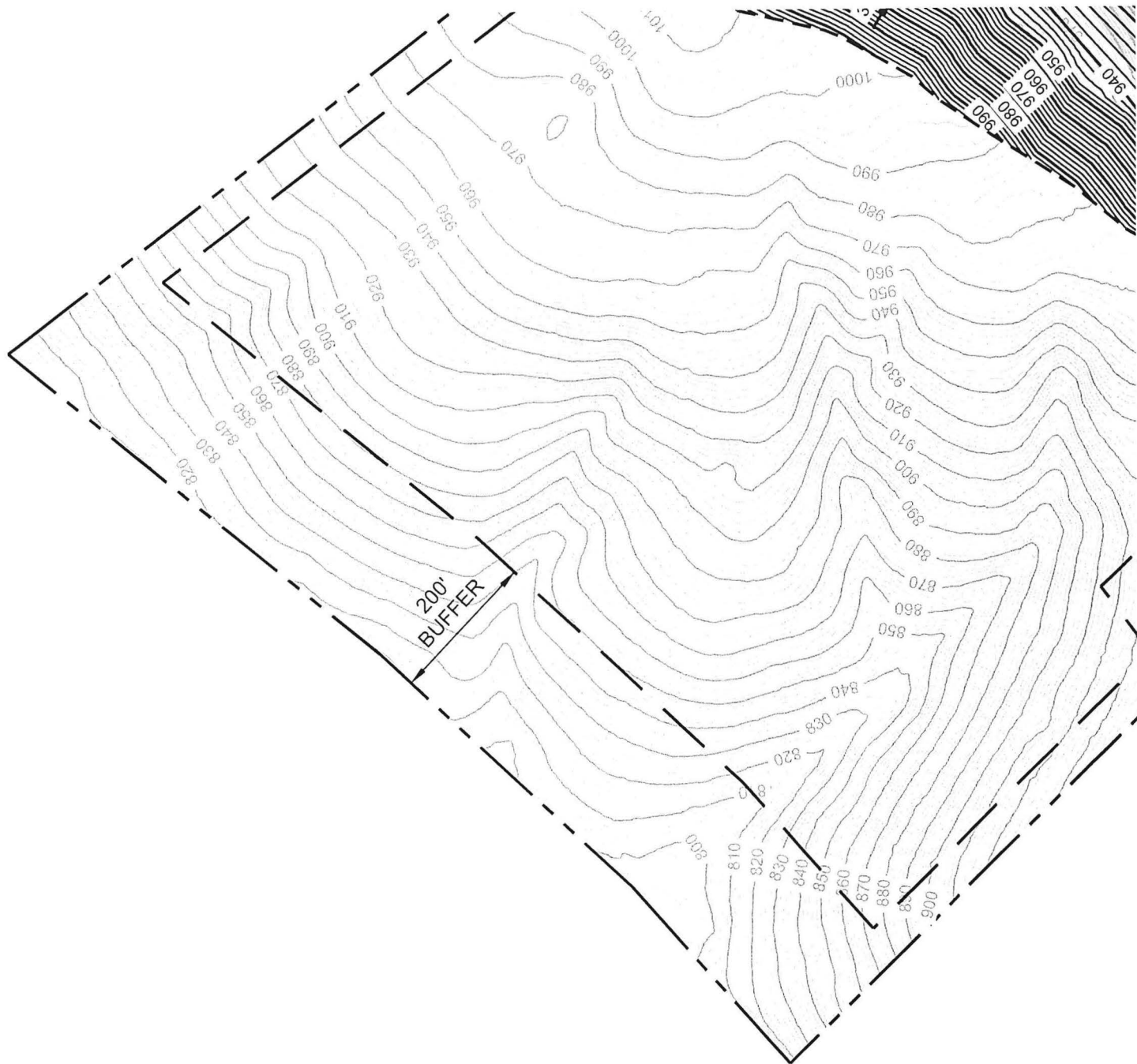
LCSWDC Soil Property

DRAFT









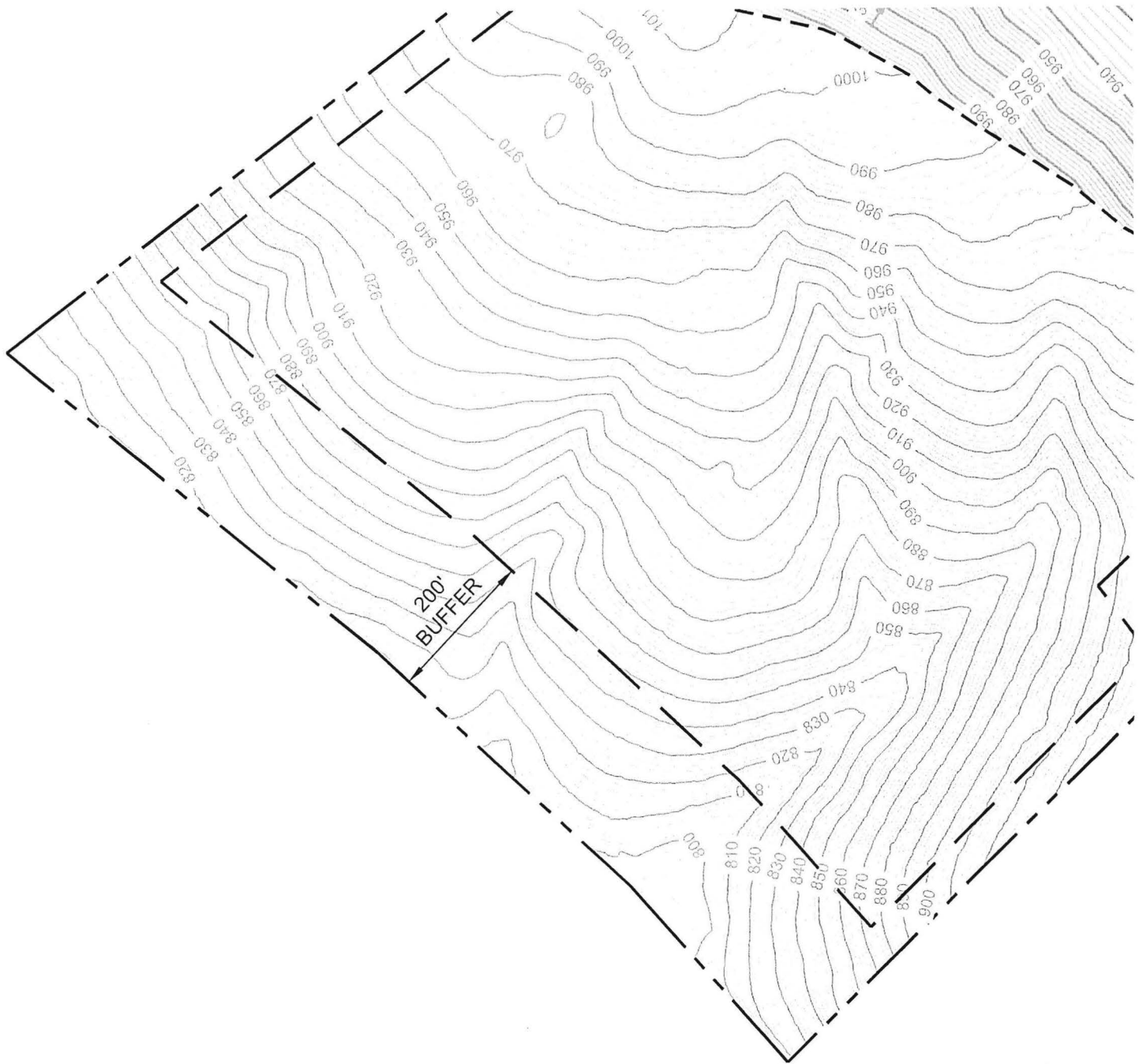



EXHIBIT G

Wheel Wash System Specs

DRAFT



WHEEL WASH SYSTEM SPECS			 Santek Waste Services	650 2ND STREET NW SUITE 100 CLEVELAND, TENNESSEE (423) 305-7101	F EXHIBIT
MATLOCK BEND LANDFILL LOUDON COUNTY, TENNESSEE					
DRAWN BY: JS	SCALE: AS SHOWN	DATE: 6/18/19			
CHECKED BY: JS	APPROVED BY: JS				

July 21, 2019

Attn: Ron Vail

RE: Project Santek MobyDick Wheel Wash Installation and Startup

Dear Mr. Vail,

MobyDick Total Solutions is pleased to submit its proposal to provide tools, equipment, labor and supervision for the above referenced project. Over the past 8 years we have installed over 50 different MobyDick wheel wash systems throughout the US and are the preferred manufacturer contractor.

Our scope of work includes the following items:

1. Inspect and inventory **Moby Dick Conline KIT Plus Series 600C-50CC/20B** to install location.
2. Demo, form and pour foundations, aprons, curbs and bollards per drawings(TBD) and incorporating existing infrastructure.
3. Assumes excavation and demo spoils disposed of onsite.
4. Assemble and commission wheel wash.
5. Install of all components including:
 - a. Wash elements
 - b. Sided walls
 - c. Pumps
 - d. Piping
 - e. Sensor and associated piping
 - f. Control panel
 - g. Install recycling tanks, safety railing, and water return channel as per drawings
6. Final connections electrical service.
7. Final plumbing connection from domestic make up water if chosen.
8. Start up and training of personnel operating wheel wash.

The following items are not included:

- All Electrical & Utilities to and from Moby Dick Conline KIT Plus Series 600C-50CC/20B unit will be by others.
- No soil borings or shoring of excavation is included.
- Site Survey and layout including identification of underground obstructions or soil conditions by others.
- Sales or use taxes, all permits.
- If Permits are required these costs will be actual amounts of fees and engineering charges.



Payment terms & conditions:

50% due prior to start of project

Balance due upon completion of installation and startup

Please contact me with any questions or concerns.

We thank you for the opportunity,

Trey Hansen

MobyDick Total Solutions

2348 South Dock

St. Palmetto, FL

34221

Mobile : 219.707.9765

tlhansen@us.mobydick.com



FRUTIGER Company AG | Stengackerstrasse 26 | CH-8498 Avenches

Ron E. Vail, P.E.,
Santek Waste Services, LLC
650 25th Street N.W. Suite 100,
Cleveland, TN 37311
United States

July 22nd, 2019

Offer Nr. 20190611-TH
Project: Loudon - Matlock Bend Wheel Wash

Dear Ron,

Thank you, Paul and Justin for taking the time to meet with me on May 29th, 2019 and more recently with Trey Hansen at your Matlock Bend Facility in Loudon.

- Your seeking a solution to manage the site soiling "track out" and dirty water "walk off" at your landfill site.
- Trucks using the facility are on highway vehicles.
- Our estimate confirmed by you of the site conditions worst case could be:
 - # 5 amount on tires (scale 1=low to 10 = high)
 - # 2 stickiness on tires (scale 1=low to 5 = high)
 - 200 trucks per day - usual work day 10 hours

Frutiger Company is confident we can accomplish a cleaning goal improvement of 80% or more clean tires with heaviest soiling during your typical traffic loads with a One and a half tire rotation 20' platform MobyDick KitPlus 600C – 50P Wheelwashing system.

We are pleased to submit the following proposal for your review:

- MobyDick Model ConLine Kit Plus 600C – 50P (1 ½ tire revolution wash platform 20' long) with Inground 13,000 Gallon (50 Cubic Meter) water recycling tank with solids removal being achieved through the use of a scraper conveyor and an additional 5,000 Gallon (20 Cubic Meter) tank for Pump compartment / water supply.

With this proposal we have included detailed equipment descriptions with specifications, concept drawings and brochures.

We look forward to a successful partnership and are always available to answer your questions.

Thank you once again for the opportunity to provide you this proposal.

Sincerely,,
FRUTIGER Company AG

Tim Holmes B.A., M.B.A.
Sales Director, North America
MobyDick North America
Cell: 519-589-3377
tholmes@us.mobydick.com

c.c. Paul Marks, Trey Hansen

Attachments:

- Brochure – ConLine KITPlus Brochure
- Brochure – ConLine Kit Option Brochure
- Layout: Wheel Washing System ConLine KitPlus 600C – 50 P



Y/Customer No.	-	O/Reference	Tim Holmes
Y/Inquiry	20190628	Delivery type	Truck
Y/Reference	Jon Peterson	Incoterms	DDU
Remark	MobyDick ConLine Kit Plus 600C – 50P & Kit Plus 400C – 50P		

Pos	Article No. / Designation	Qty.	Unit
1	Article: MDC-100-015 Wheel Washing System MobyDick Model: ConLine KIT Plus 600 C-50P Hot-dip galvanized, water-carrying wash unit with splash protection walls on both sides.	1	pce.
2	Article: MDCO-EXCW-400 / Opt.-Code: [-EXCW-] Increased Width Model: ConLine KIT Plus Sidewall offset to 110 inch clear width to reduce risk of damage.	1	pce.
3	Article: MDCO-DOSY-0001 / Opt.-Code: [-DOSY-] Flocculent Dosing System (MobyDos Compact) Model: ConLine KIT Flex and ConLine KIT Plus Compact dosing system for the automatic addition of flocculent for effective and rapid treatment of the dirt-water.	1	pce.
4	Article: MDCO-SIWA-600 / Opt.-Code: [-SIWA-] Hot dip galvanised side walls Model: ConLine KIT Plus Splash protection side walls and double nozzle bars on both sides made out of hot-dip galvanised steel.	1	pce.
5	Article: MDCO-RAIL-600C / Opt.-Code: [-RAIL-] Safety Railing Model: ConLine KIT Plus Galvanised safety railing for the recycling tank(s).	1	pce.
6	Article: MDCO-TANK-0001 / Opt.-Code: [-TANK-] Separate Water Tank Model: ConLine KIT Flex und ConLine KIT Plus Separate water tank to regulate the water level in case of an absent water supply.	1	pce.

Your MobyDick Sales Engineer

Name: Tim Holmes
Phone: (519) 589-3377
E-mail: tholmes@us.mobydick.com



Options

6	Consulting/Supervision of equipment install,start up and training (1trip 3 days). Installation and Start-up are quoted as one trip to the site, including labor, travel time, and expenses. Addt'l trips due to reasons beyond our control to be charged to the customer, including labor, travel time & expenses.	1	Opt.
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Construction services

- All groundwork, such as excavation, reinforcing the substrate and underground levelling and filling work.
- Laying electrical cables and water lines to the system.
- Unloading and placing the system with a suitable device
- Connection of the main power connection to the control cabinet by an electrician.
- Secure the recycling tank against unintentional falling in if no MobyDick safety railing is ordered.
- Earthing, equipotential bonding and lightning protection of the system.
- Necessary tools and fresh water filling for commissioning the system.
- Working and deliveries that go beyond the scope of our offer, unless they have been calculated specially based on cost or offered at a flat rate price.
- Additional costs of a technical or construction-based nature due to local ordinances, as long as they are not included in the specifications.

IMPORTANT: Providing the above services is the basic requirement for a successful installation of the MobyDick Wheel Washing System. FRUTIGER reserves the right to invoice any waiting times and/or additional journeys separately at cost due to the lack of services provided by the customer.

Your MobyDick Sales Engineer

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 E-mail: tholmes@us.mobydick.com



Conditions

Price	<ul style="list-style-type: none"> • Net
Payment conditions upon purchase	<ul style="list-style-type: none"> • 40% Downpayment with order confirmation. • 50% on system delivery • 10% net 30 days after system start up • Optional Lease to Own available
Retention of title	<ul style="list-style-type: none"> • The goods remain the property of FRUTIGER Company AG until payment has been made in full.
Delivery time EXW (Ex Works)	<ul style="list-style-type: none"> • Approx. 18 weeks from written order and clarification of all technical details. 22 weeks to Loudon, TN.
Warranty upon purchase	<ul style="list-style-type: none"> • 24 months or 100,000 wash cycles (whichever comes first) excluding parts that have to be replaced due to normal wear.
Quality Management System	<ul style="list-style-type: none"> • According ISO 9001:2016 standard.
Offer validity	<ul style="list-style-type: none"> • Two months from the date of this offer.
Note	<ul style="list-style-type: none"> • FRUTIGER reserves the right to make changes due to technical progress.
Terms and conditions of business	<ul style="list-style-type: none"> • This offer is based on the general terms and conditions (GTC) of FRUTIGER • Company AG which are available on the company website (www.mobydick.com/fileadmin/user_upload/shared/GTC.pdf)

Wheel Washing System ConLine KIT

Technical description

Wash unit containing two hot-dip galvanised, water conducting 38 cm high wash elements (left/right), consisting of a large steel structure with fixed welded angle sections (90 x 90 mm and 10 mm wall thickness), rectangular steel tubes (120 x 120 mm and 5 mm wall thickness), and plates (3 mm). Middle section consisting of solid, dual-sided slanted hot-dip galvanized corrugated metal sheets. Longitudinal plates integrated into the wash elements for concentrated direction of the wash water in a laterally extruding hot-dip galvanized cross channel with integrated gradient. Floor nozzles integrated into the angle sections and the rectangular steel tubes. Splash walls on both sides made of robust construction with huge lateral fenders up to high wheel flanks. Two side nozzle beams on each side with quick-lock coupling. MobyPump wastewater pumps, control cabinet, and optical sensor for start-up.

Recycling tank package consisting of a large steel structure with profile frame (5 mm) and plate including edge expansion (38 cm) to provide a finish with the ground level. Surface treatment (chemical cleaning, grounding for 60 my, top coat 60 my Ral 5017, traffic blue). Flow-optimised positioning of overflow weir and wash plate. Pump chamber equipped with pump brackets (painted) and access ladder (galvanised) and automatic fill level control and outlet cover for easy emptying of the tank. Galvanized multi-part safety guard rail (optional for KIT Flex) for simple assembly in the square frame section of the recycling tank. The tank construction also allows it to sustain all the forces generated by a passing loaded lorry when it is in an empty state.

Your MobyDick Sales Engineer

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Scope of delivery:

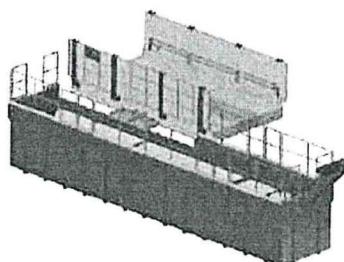
Article: **MDC-100-015**

Model: ConLine KIT Plus 600 C-50P

- 1 Central wash unit 6 meters with nozzle configuration
- 1 Double side spray bar per side
- 1 Control cabinet
- 1 Automatic starting optical sensor
- 3 MobyPump washing pumps, 2'500 l/min each
- 1 Recycling tank package, 50 m³ parallel
- 1 Additional 20 M³ Recycling Tank
- 1 In ground recycling tank height extension
- 1 Safety railing for recycling tank
- 1 Scraper conveyor for recycling tank

Specifications:

Length of wash unit	600	cm	19' 8"	ft.
Clear drive through width of the wash unit (lane)	320	cm	126	in
Maximum axle load	15	t	15	t
Height of splash protection side walls	136	cm	53.5	In
Nozzles (Core diameter min. 7 mm)	226	Pcs.	226	pcs.
Nozzle bars per side	2	Pcs.	2	pcs.
Recycling tank volume	50,0	m ³	13,000	gal
Usable volume of operating water	30,0	m ³	8,000	gal
Sedimentation area of the recycling tank	25,5	m ²	275	sq ft
Discharge height of scraper conveyor above ground	105	cm	42	In
Maximum pump performance	7,5	m ³ /min	1981	gal/min
Connected electrical load of the entire system	17,1	kW	23	hp
Sound emission	< 75	dB	< 75	dB



KIT Plus 600 C-50P (Scraper Conveyor)

Your MobyDick Sales Engineer

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EC Declaration of Conformity

The MobyDick® tyre wash system described above conforms to the provisions of the following directives and norms, including their amendments.



- 2006/42/EC:2009, Machinery Directive
- 2004/18/EC:2004, EMC Directive
- EN 60204-1, Electrical equipment of machines
- EN 60439-1, Low-voltage switchgear assemblies

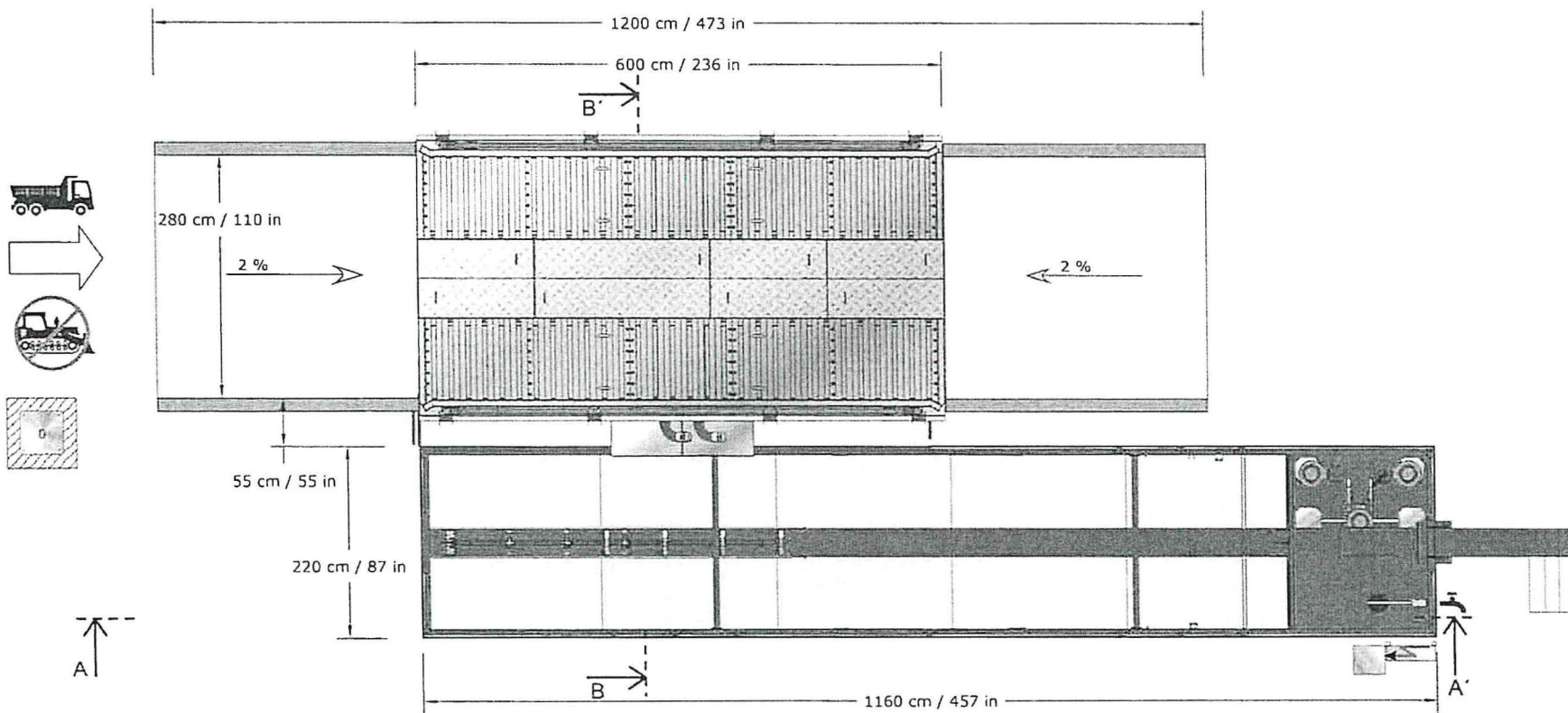
It also fulfils Directive 2014/35/EU:2014 in accordance with Annex I No. 1.5.1 MD 2006/42/EC with regard to its safety objectives.

Your MobyDick Sales Engineer

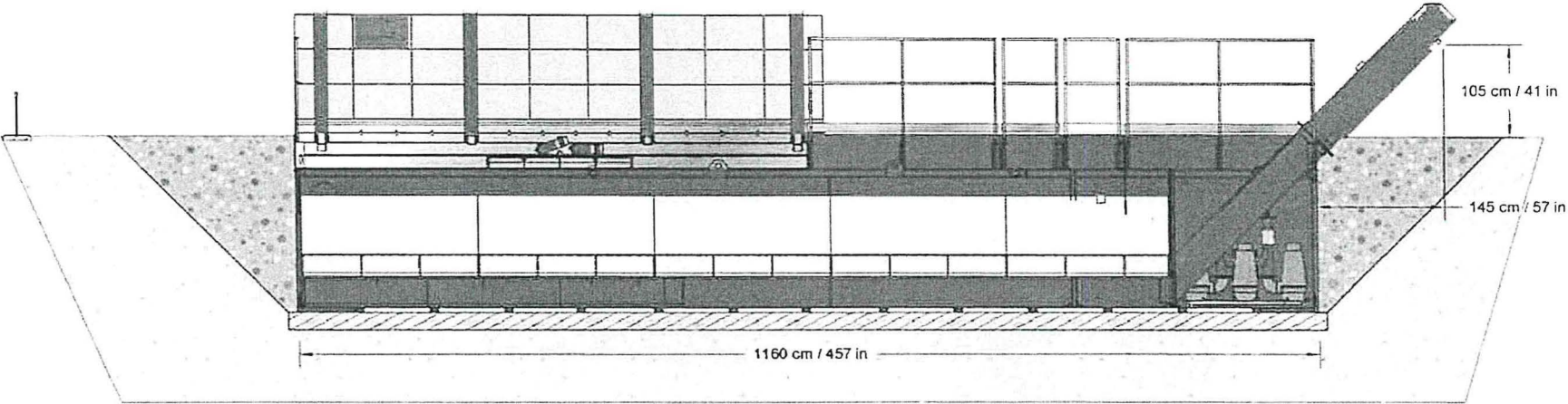
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SECTION A-A'



SECTION B-B'

