

AGENDA

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

May 13, 2014

6:30 p.m.

LOUDON COUNTY COURTHOUSE ANNEX

Loudon, Tennessee

1. Call to Order
2. Approval of Minutes – April 8, 2014
3. Items of Public Concern
4. Cash Activity Report
5. Operations Report – Update on status of major permit mod
6. Progress on negotiations with Santek over closure/post-closure fees
7. Attorney's Report
8. Chairman's Report
9. Investment opportunities for current funds with the Trustee
10. Discussion about job duties for a Solid Waste Director
11. Other Items of Commission's Consideration
12. Adjourn

MONTHLY CASH REPORT

_____April_____OF_____2014_____

CASH RECEIPTS:

Landfill Host Fees	<u>12,763.37</u>
Closure/Post Clo. Security Fees	<u>19,821.19</u>
Interest Received	<u>221.38</u>
Tire Grants	_____
Other: _____	_____

Total Monthly Revenue: _____ 32,805.94

CASH DISBURSEMENTS:

Commissioner Meeting Pymts.	<u>250.00</u>
Commissioner Travel/Seminar	_____
Meeting Expense	_____
Legal Services	<u>5,319.80</u>
Audit/Accounting Services	_____
Consultants	_____
Trustee's Commission	<u>325.84</u>
Debt Service/Loudon - Water Lines	<u>1,250.00</u>
Santek-Tire Grant	_____
Engineering Services	_____
Office Supplies	_____
Building and Contents Insurance	_____
Other: _____	_____
Other: <u>Contracted Svc-Mowing</u>	_____

Total Monthly Expense: _____ 7,145.64

Change in Net Assets: _____ 25,660.30

BEGINNING CASH BALANCE: \$ _____ 2,783,970.05

CLOSURE RESERVES:	<u>\$ 1,204,117.00</u>
Total Closure Reserves and General Account	<u>\$ 2,809,630.35</u>
GENERAL ACCOUNT:	<u>\$ 1,605,513.35</u>

ENDING CASH BALANCE: \$ _____ 2,809,630.35

CHANGE IN CASH POSITION _____ \$ 25,660.30

Cheryl Dunson

From: Steve Field [sm_field@bellsouth.net]
Sent: Tuesday, May 06, 2014 8:14 PM
To: Cheryl Dunson
Cc: Kevin C. Stevens
Subject: FW: Audit - June 30, 2014
Attachments: Loudon County Solid Waste Contract.pdf

Hi Cheryl,
Please place a copy of this e-mail and a copy of the contract in the board member packets for our upcoming meeting?
Thanks,
Steve Field

From: Richard Hill [mailto:Richardhill@mehcpa.com]
Sent: Tuesday, May 06, 2014 11:06 AM
To: Steve Field
Subject: Audit - June 30, 2014

Steve,

I have attached a draft of the audit contract for the year ending June 30, 2014. I do this, not to be presumptuous, but so you will have this information for your upcoming board meeting. The fee is \$6,750, a \$200 increase from the prior year. This works out to be around 3%, less than the 5% we normally request each year. I hope this meets with you and the Board's approval. If so, will you kindly reply to this email and I will get the engagement letter prepared and finalize the contract.

We look forward to continuing our work with you and the Commission.

Best regards,



Richard W. Hill, CPA
Mitchell Emert & Hill, P.C.
416 Erin Drive
Knoxville, TN 37919
Telephone: 865-522-2396 or 800-234-0695
Fax: 865-766-8488



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**CONTRACT TO AUDIT ACCOUNTS
OF
Loudon County Solid Waste Disposal Commission**

FROM July 01, 2013 TO June 30, 2014

This agreement made this 6th day of May 2014, by and between Mitchell Emert and Hill, 416 Erin Drive, Knoxville, TN 37919, hereinafter referred to as the "auditor" and Loudon County Solid Waste Disposal Commission, of 101 Mulberry Street, Suite 102, Loudon, TN 37774, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2013, and ending June 30, 2014 with the exceptions listed below:

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133*. The audit is also to be conducted in accordance with any other applicable federal management circulars. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:
 - a) a report containing an expression of an unqualified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
 - b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB *Circular A-133* shall include the additional report required by that circular. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report).

5. The auditor shall file one (1) electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish 10 printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2014, but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Department of Audit. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the treasury, an amendment to this contract may be made by the organization's management and those charged with governance and the auditor for such additional investigation.

8. Group Audits. The provisions of Section 8, relate exclusively to contracts to audit components of a group under SAS 122, Section AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular related parties in the notes to the financial statements, and material misstatement findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis related parties not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C, 25 (b) and AU-C, 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions)

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: **\$6,750**) or (Estimated gross fee:)

(If not fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an _____ organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to _____ the organization, and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*.
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

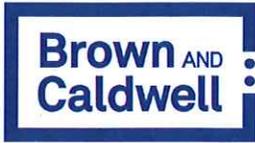
13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

_____	Audit firm	_____	Governmental Unit or Organization
By _____	Signature	By _____	Signature,
Title/Position: _____		Title/Position: _____	
E-mail address: _____		E-mail address: _____	
Date: _____		Date: _____	

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By _____ Date: _____



Brown and Caldwell
 501 Great Circle Road, Suite 150
 Nashville, TN 37228
 Tel: 615-255-2288, Fax: 615-256-8332

INVOICE

To : Loudon County Solid Waste Comm
 100 Rover Road #109
 Loudon, TN 37774

Project No : 145127
Invoice No : 27215658
Date : May 12, 2014

Attention: Steve Field

Subject : Loudon County Meeting Assistance **Contact :** Stephen A Batiste , PM
Billing Period : January 24, 2014 through May 08, 2014 **Invoiced By :** Joshua C Willis
Progress Billing No : 2
Reference : Authorization Dated : 8/2/2013

<u>Contract Amount</u>		<u>Percent Complete</u>	=	<u>Billing Amount</u>
\$6,265.00	X	100.0000%	=	\$ 6,265.00
Less Amount Previously Invoiced				\$ 2,337.23
Amount Due this Invoice				\$ 3,927.77

Summary of Account

Invoiced To Date :	\$ 6,265.00	Contract Ceiling :	\$ 6,265.00
Total Paid To Date :	<u>\$(2,337.23)</u>	Invoiced To Date :	<u>\$ 6,265.00</u>
Balance Outstanding :	<u><u>\$ 3,927.77</u></u>	Remaining Balance :	<u><u>\$ 0.00</u></u>

PAYMENT REMIT ADDRESS: Brown and Caldwell, P.O. Box 45208, San Francisco, CA 94145-0208

Payment is due within 30 days of receipt of invoice, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.5 percent per month or the maximum interest permitted by law, whichever is lesser.

SANTEK CONTRACT MODIFICATION PROPOSAL CONCEPT SUMMARY AND DISCUSSION POINTS

PROPOSAL CONCEPT SUMMARY

-The rate for Closure and Post-Closure Security Fees paid by Santek to LCSWDC will be adjusted every three years during the remainder of the term of the Operation Agreement to ensure that LCSWDC maintains adequate reserves to cover future Closure and Post-Closure liabilities.

-Santek will adjust the rate of compensation to LCSWDC for Closure and Post-Closure Security Fees based upon the following primary factors:

1. Remaining Airspace (including expansion areas);
2. Anticipated Closure and Post-Closure Liabilities (including expansion areas); and
3. Existing Closure and Post-Closure Reserves.

-Santek will also apply an annual inflation factor to adjust the rate of compensation to LCSWDC for Closure and Post-Closure Security Fees to keep pace with inflation rates.

-Future Closure and Post-Closure Security Fees may be deposited into a joint segregated bank account that is governed by a Control Agreement for protection of funds.

DISCUSSION POINTS

-Establish a definitive methodology and protocol for estimating remaining airspace and anticipated Closure and Post-Closure Liabilities for each annual adjustment.

-Determine the appropriate amount of LCSWDC's existing reserves to be applied toward Closure and Post-Closure Liabilities.

-Determine how TDEC's Financial Assurance requirements for a 5% contingency reserve and 1 year operations reserve will be accounted for.

-Determine how LCSWDC will be compensated by Santek for providing soil necessary for Closure and Post-Closure work from LCSWDC's real properties adjacent to the landfill and or how LCSWDC will be compensated for the purchase of such real properties.

-Address how the potential costs for replacement of landfill gas wells will be accounted for.

-Determine financial responsibility for phased closure work required by TDEC during the term of the Operation Agreement.

Monthly Operations Report
Matlock Bend Landfill
May 13, 2014
Presented by:
Santek Environmental, Inc.



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

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

- I. OPERATIONS
 - A. Tonnage Report
 - B. Customer Report
 - C. Inspections
 - D. Materials Classification Report
 - E. Tire Report
 - F. Quarterly Waste Origin Report
 - G. Quarterly Surcharge & Inspection Fee Report

- II. ENGINEERING
 - A. Remaining Airspace Utilization Schedule
 - B. Status of Major Permit Modification & NOD

- III. HOST & SECURITY FEES

①
Tire Wash
Engineering coming
up w/ plan to
submit minor mod
to TDEC.

② Donation to Loudon
Football

LANDFILL TONNAGE VOLUME
MONTH ENDING -
APRIL 2014

MATLOCK BEND LANDFILL

MONTH	2013	2014	2013 TO 2014
JANUARY	21183.26	18181.51	-3001.75
FEBRUARY	18784.45	18827.30	42.85
MARCH	21164.32	19821.19	-1343.13
APRIL	23808.40	21488.87	-2319.53
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	84940.43	78318.87	(6,621.56)

**DAILY AVG FOR ANY
 RUNNING 30 DAY
 PERIOD 716.30**

CITY OF LOUDON

MONTH	2013	2014	2013 TO 2014
JANUARY	361.29	326.75	-34.54
FEBRUARY	303.30	322.26	18.96
MARCH	348.14	355.95	7.81
APRIL	427.14	380.93	-46.21
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	1439.87	1385.89	(53.98)

LOUDON COUNTY

MONTH	2013	2014	2013 TO 2014
JANUARY	453.60	413.74	-39.86
FEBRUARY	384.82	391.37	6.55
MARCH	436.97	444.91	7.94
APRIL	479.58	436.44	-43.14
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	1754.97	1686.46	-68.51

WASTE SERVICES OF TN

MONTH	2013	2014	2013 TO 2014
JANUARY	4596.48	5007.47	410.99
FEBRUARY	5069.18	4363.83	-705.35
MARCH	4998.69	4318.51	-680.18
APRIL	5925.28	4920.17	-1005.11
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	20589.63	18609.98	(1,979.65)

LENOIR CITY

MONTH	2013	2014	2013 TO 2014
JANUARY	297.14	255.87	-41.27
FEBRUARY	261.57	256.28	-5.29
MARCH	270.08	307.30	37.22
APRIL	355.37	380.93	25.56
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	1184.16	1200.38	16.22

TENNESSEE TRASH

MONTH	2013	2014	2013 TO 2014
JANUARY	1525.76	1509.64	-16.12
FEBRUARY	1358.88	1560.54	201.66
MARCH	1520.34	1778.92	258.58
APRIL	1821.18	2067.49	246.31
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	6226.16	6916.59	690.43

LANDFILL TONNAGE VOLUME
MONTH ENDING -
APRIL 2014

KIMBERLY CLARK - PAPER WASTE

MONTH	2013	2014	2013 TO 2014
JANUARY	6856.77	7846.43	989.66
FEBRUARY	5851.74	7663.61	1811.87
MARCH	7687.65	8275.51	587.86
APRIL	7018.70	8218.88	1200.18
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	27414.86	32004.43	4,589.57

TATE & LYLE - SLUDGE

MONTH	2013	2014	2013 TO 2014
JANUARY	2186.05	2088.33	-97.72
FEBRUARY	2377.30	2387.03	9.73
MARCH	2382.90	2292.99	-89.91
APRIL	2766.65	2601.69	-164.96
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	9712.90	9370.04	(342.86)

PSC METALS INC

MONTH	2013	2014	2013 TO 2014
JANUARY	5100.02	1136.94	-3963.08
FEBRUARY	3992.14	1834.26	-2157.88
MARCH	3842.74	2139.46	-1703.28
APRIL	5550.21	2915.74	-2634.47
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	18485.11	8026.40	(10,458.71)

TATE & LYLE - ASH

MONTH	2013	2014	2013 TO 2014
JANUARY	771.87	933.76	161.89
FEBRUARY	884.91	567.17	-317.74
MARCH	943.56	90.20	-853.36
APRIL	1235.12	218.21	-1016.91
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	3835.46	1809.34	(2,026.12)



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

NAME OF SITE <i>Man Lock Bend Landfill</i>		REGISTRATION NUMBER <i>SNL53-0203</i>		DATE <i>4-17-14</i>	
LOCATION (physical) <i> Hwy 10 N of I-40 London</i>			PURPOSE <input type="checkbox"/> Complete <input type="checkbox"/> Follow-up <input type="checkbox"/> Complaint <input checked="" type="checkbox"/> Other <i>XNAVIS</i>		
OWNER/OPERATOR <i>CSWB / Santeclair Hdg</i>		TYPE OF FACILITY <input type="checkbox"/> CLASS I <input type="checkbox"/> CLASS II <input type="checkbox"/> CLASS III <input type="checkbox"/> CLASS IV			
		V1	V2		
Inadequate vector control	8010	___	___	Leachate improperly managed	8330
Access not limited to operating hours	8020	___	___	Inadequate leachate collection	
Inadequate artificial or natural barrier	8030	___	___	system	8340
Inadequate information signs	8040	___	___	Leachate observed at the site	8350
Unsatisfactory access road(s)/parking area(s)	8050	___	___	Leachate entering runoff	8360
Certified personnel not present during operating hours	8060	___	___	Leachate entering a water course	8370
Unapproved salvaging of waste	8070	___	___	Inadequate gas migration control system	8380
Evidence of open burning	8080	___	___	Inadequate maintenance of gas migration control system	8390
Inadequate fire protection	8090	___	___	Potential for explosions or uncontrolled fires	8420
Unsatisfactory litter control	8110	___	___	Waste not confined to a manageable area	8430
Inadequate employee facilities	8120	___	___	Improper spreading of waste	8440
No communication devices	8130	___	___	Improper compacting of waste	8450
Inadequate operating equipment	8140	___	___	Unsatisfactory initial cover	8460
Unavailability of backup equipment	8150	___	___	Unsatisfactory intermediate cover	8470
Unavailability of cover material	8160	___	___	Unsatisfactory final cover	8480
Inadequate maintenance of runon/runoff system(s)	8170	___	___	Excessive pooling of water	8490
Inadequate erosion control	8180	___	___	Unsatisfactory stabilization of cover	8510
Inadequate dust control	8190	___	___	Dumping of waste into water	8520
Unauthorized waste accepted	8210	___	___	Unsatisfactory records or reports	8530
Unapproved special waste accepted	8220	___	___	Groundwater monitoring system improperly maintained	8540
Tires improperly handled	8230	___	___	Operation does not correspond with engineering plans	8570
Medical waste improperly handled	8240	___	___	Operation does not correspond with permit condition(s)	8580
Dead animals improperly handled	8250	___	___	Permit, plans, operating manual not available	8590
Washout of solid waste	8270	___	___	No operating scales	8610
No permanent benchmark	8280	___	___		
Inadequate random inspection program	8290	___	___		
Mishandling of special waste	8300	___	___		
Buffer zone standard violated	8310	___	___		
Inadequate maintenance of leachate management system	8320	___	___		
COMMENTS: <i>observed new gas wells walked over area. NO VIOLATIONS observed. Provide any type of information on monitoring to the Division.</i>					
PERSON INTERVIEWED <i>[Signature]</i>			INSPECTED BY <i>[Signature]</i>		
TITLE <i>[Signature]</i>			TITLE <i>EPS 4</i>		
TIME OF DAY <i>11:30am</i>	WEATHER CONDITIONS <i>65°F Clear</i>		COMPLIANCE DATE <i>N/A</i>		

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

Cheryl Dunson

From: Levi Higdon
Sent: Monday, May 12, 2014 1:53 PM
To: Matt Dillard; Cheryl Dunson; Rob Burnette; Chris Parker; Ron E. Vail; David Hollinshead
Cc: Lisa Humphres; Summer Allen
Subject: TDEC Inspection / Matlock Bend Landfill 5-12-14

Good afternoon,

We had a good inspection today at the site. The Inspector did not have the form booklet with her but said she would mail it to us shortly. She said to keep her informed on the Surveying, finish up spring grass planting and keep up the good work!

Thanks. Have a great day,

Levi Higdon
Superintendent
Matlock Bend Landfill, Loudon TN.
Santek / Waste Services
Office: 865-458-2651
Fax: 865-458-5377
Mobile: 706-764-7019

No virus found in this message.

Checked by AVG - www.avg.com

Version: 10.0.1432 / Virus Database: 3722/6976 - Release Date: 05/11/14

Materials Classification Report
Matlock Bend Landfill
Monthly Tonnage Summary April 2014

Material	Tonnage	2011 Sludge %		2012 Sludge %	
MSW					
MSW	<u>7,117</u>	January	xx	January	6%
		February	xx	February	8%
		March	16%	March	8%
		April	12%	April	9%
		May	13%	May	8%
		June	12%	June	8%
		July	11%	July	11%
		August	8%	August	10%
		September	6%	September	10%
		October	6%	October	12%
		November	6%	November	10%
		December	7%	December	10%
Special Waste					
Other	11,223				
Ash	364				
Sludge	<u>2,785</u>				
Total Special Waste	<u><u>14,371</u></u>				
Total MSW & SW	21,489				
Tires	38				
Total Material	<u><u>21,526</u></u>				
% MSW	<u>33%</u>				
% Special Waste	<u>67%</u>				
% Sludge	<u>13%</u>				

	2013 Sludge %		2014 Sludge %	
January	11%	January	12%	
February	13%	February	13%	
March	12%	March	12%	
April	12%	April	13%	
May	10%	May	xx	
June	13%	June	xx	
July	11%	July	xx	
August	9%	August	xx	
September	12%	September	xx	
October	10%	October	xx	
November	12%	November	xx	
December	13%	December	xx	

**2013-2014 Matlock Bend
Landfill Tire Report**

Month	Tonnage
Jul-13	21.05
Aug-13	15.02
Sep-13	39.75
Oct-13	57.56
Nov-13	16.91
Dec-13	21.67
Jan-14	37.05
Feb-14	38.06
Mar-14	40.58
Apr-14	34.29
May-14	
Jun-14	
Total (tons)	321.94

Landfill Origin Report for Loudon County, Tennessee

Advertised Tipping Fee Per ton \$27.45

Origin of Waste (Name of County)	Waste Received From County, Transfer Station or Other	Q1 2014	Q2 2014	Q3 2014	Q4 2014	YTD Total
Bradley	County	9.32				9.32
Knox	County	4,988.55				4,988.55
Loudon	County	49,632.94				49,632.94
McMinn	County	158.01				158.01
Monroe	County	233.77				233.77
Roane	County	1,795.47				1,795.47
Blount	County	18.94				18.94
Rhea	County	6.55				6.55
		56,843.55				56,843.55



DEPARTMENT OF ENVIRONMENT AND CONSERVATION
 DIVISION OF SOLID WASTE MANAGEMENT
 312 Rosa L. Parks Avenue, 14th Floor
 Nashville, TN 37243

QUARTERLY SOLID WASTE SURCHARGE AND
 FACILITY INSPECTION FEE REPORT

(Type or print. See reverse for instructions)

Facility ID Number: SNL 53-103-0203	For Quarter Ending: March 31, 2014
Facility Name and Address: Matlock Bend Landfill Santek Environmental 650 25th St, NW, Suite 100 Cleveland, TN 37311 (Change if incorrect)	1. Facility Location 21712 HWY 72 North London, TN 37774
2. Facility Owner/Operator London County / Santek Environmental Inc	3. Telephone Number (423) 303-7101

4. Amount of waste received during each month of reporting period (in <u>tons</u>):	
First month of quarter	<u>18195.09</u>
Second month of quarter	<u>18827.28</u>
Third month of quarter	<u>19821.18</u>
5. Total tons of waste received during reporting period:	<u>56843.55</u>
6(a). Surcharge: Total tons <u>56843.55</u> X \$0.90 =	\$ <u>51159.20</u>
6(b). Deduct 1% if paid on or before due date	Less \$ <u>511.59</u>
7. Facility Inspection Fee: Total tons <u>56843.55</u> X \$0.35 =	\$ <u>19895.24</u>
8. Outstanding debit or credit	\$ <u>0</u>
9. Total due	\$ <u>70542.85</u>
Make check or money order payable to the Treasurer, State of Tennessee. Payments are due January 31, April 30, July 31, and October 31.	
10. I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, and accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.	
<u>Jamie Miller</u>	<u>Staff Accountant</u>
Signature of Owner/Operator	Title
	<u>4/15/14</u>
	Date

REMITTANCE COPY
 RETURN WITH PAYMENT

Matlock Bend Landfill - Module H 2014 Airspace Projection / Construction Schedule

DATE	REMAINING AIRSPACE ¹ (CY)	MONTHLY TONNAGE	ACTUAL / PROJECTED ²	UTILIZATION FACTOR	MONTHLY VOLUME CONSUMED (CY)	ENDING MONTHLY REMAINING AIRSPACE (CY)
		20,046		1.07		
Sept. 20, 2013	576,461	-	-	-	-	-
Sept. 21-30, 2013	-	7,424	A	1.07	7,944	568,517
October	-	21,656	A	1.07	23,171	545,346
November	-	17,454	A	1.07	18,675	526,670
December	-	19,297	A	1.07	20,647	506,023
January '14	-	18,195	A	1.07	19,469	486,554
February	-	18,828	A	1.07	20,146	466,408
March	-	19,821	A	1.07	21,209	445,200
April	-	21,489	A	1.07	22,993	422,206
May	-	20,046	P	1.07	21,449	400,757
June	-	20,046	P	1.07	21,449	379,308
July	-	20,046	P	1.07	21,449	357,859
August	-	20,046	P	1.07	21,449	336,410
September	-	20,046	P	1.07	21,449	314,960
October	-	20,046	P	1.07	21,449	293,511
November	-	20,046	P	1.07	21,449	272,062
December	-	20,046	P	1.07	21,449	250,613

¹ = Remaining airspace based on Sept. 20, 2013 aerial survey.

Full Date

December-2015

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

³ = Utilization rate based on the annual utilization rate per October 27, 2008 construction meeting (Avg. Utilization = 1.32 cy/ton)

Tonnage for Past 3 Months

February	18,828
March	19,821
April	21,489
Average	20,046

cc: Matt
Rob
Cheryl
Ron
Chris
Levi
Jason

SANTEK



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

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

May 12, 2014

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 April 1, 2014 to April 30, 2014:

Host Fees (Greater of below) –	
Total Tip Fees Billed	\$343,729.08
Host Fee Percentage	4.00%
	<u>\$ 13,749.16</u>
Minimum Fee	<u>\$ 10,652.00</u>
Security Fees (Greater of below) –	
Total Tonnage Received	21,488.87
Rate per ton	\$ 1.00
Total	<u>\$ 21,488.87</u>
Total Tip Fees Billed	\$343,729.08
Security Fee Percentage	5.00%
	<u>\$ 17,186.45</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,

Andrew Kandy
Regional Controller