

AGENDA

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

February 10, 2015

6:30 p.m.

LOUDON COUNTY COURTHOUSE ANNEX

Loudon, Tennessee

1. Call to Order
2. Approval of Minutes – January 13, 2014
3. Items of Public Concern
4. Cash Activity Report
5. Operations Report
6. Attorney’s Report
7. Chairman’s Report
8. Other Items of Commission’s Consideration
9. Adjourn

Loudon County Department of Accounts and Budgets
Solid Waste Disposal Fund 207
Monthly Cash Report
January 2015

December 2014 Combined Ending Cash Balance per Monthly Report		2,939,058.40
Adjustments:		
November Trustee Commission	0.00	
	0.00	
Total Adjustments		0.00
Adjusted Dec 2014 Combined Ending Balance per Loudon Co Trustee		2,939,058.40

Solid Waste Disposal Commission Operating Fund

Operating Fund Ending Balance December 2014		2,548,118.73
Cash Receipts:		
Surcharge - Host Fees (Dec 2014)	10,652.00	
Surcharge - Security Fees (Dec 2014)	12,004.71	
Investment Income	813.48	
Total Monthly Revenue		23,470.19
Cash Disbursements:		
Board & Committee Members Fees	(350.00)	
Consultants (Geosyntec)	(5,632.27)	
Contracts with Private Agencies (Santek)	0.00	
Engineering Services (Santek)	0.00	
Contributions (Loudon Utilities - Quarterly)	0.00	
Legal Services	(3,046.90)	
Other Contracted Services (Mowing)	0.00	
Trustee's Commission	(233.52)	
Total Cash Disbursements		(9,262.69)
Expenditure Credit:		
Trustee Commission Adjustment		0.00
<u>Operating Fund Ending Balance January 2015</u>		2,562,326.23

Poplar Springs Subfund

Poplar Springs Subfund Balance December 2014		390,939.67
Cash Receipts:		
Total Monthly Revenue	0.00	0.00
Cash Disbursements:		
Legal Services	0.00	
Legal Services Repayment to Operating Fund	0.00	
Total Cash Disbursements		0.00
<u>Poplar Springs Subfund Balance January 2015</u>		390,939.67

<u>TOTAL COMBINED OPERATING AND POPLAR SPRINGS DEC 2014 BALANCE</u>		2,953,265.90
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Combined Summary - January 2015		
Beginning Balance		2,939,058.40
Plus Operating Revenue		23,470.19
Less Operating and Poplar Springs Disbursements		(9,262.69)
TOTAL COMBINED BALANCE - JANUARY 2015		2,953,265.90

**Monthly Operations Report
Matlock Bend Landfill
February 10, 2015
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. New Landfill Manager
 - B. Tonnage Report
 - C. Customer Report
 - D. Inspection
 - E. Materials Classification Report
 - F. Tire Report
 - G. Quarterly waste Origin Report
 - H. Quarterly Surcharge & Inspection Fee Report
 - I. Wheel Wash

- II. REMAINING AIRSPACE UTILIZATION SCHEDULE**

- III. HOST & SECURITY FEES**

**LANDFILL TONNAGE VOLUME
MONTH ENDING -
January 2015**

MATLOCK BEND LANDFILL

MONTH	2014	2015	2014 TO 2015
JANUARY	18,181.51	12,350.37	(5,831.14)
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	18,181.51	12,350.37	(5,831.14)

**DAILY AVG FOR ANY
RUNNING 30 DAY
PERIOD 411.68**

LOUDON COUNTY

MONTH	2014	2015	2014 TO 2015
JANUARY	413.74	432.51	18.77
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	413.74	432.51	18.77

LENOIR CITY

MONTH	2014	2015	2014 TO 2015
JANUARY	255.87	277.10	21.23
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	255.87	277.10	21.23

CITY OF LOUDON

MONTH	2014	2015	2014 TO 2015
JANUARY	326.75	339.80	13.05
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	326.75	339.80	13.05

WASTE SERVICES OF TN

MONTH	2014	2015	2014 TO 2015
JANUARY	5,007.47	2,031.57	(2,975.90)
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	5,007.47	2,031.57	(2,975.90)

TENNESSEE TRASH

MONTH	2014	2015	2014 TO 2015
JANUARY	1,509.64	2,321.78	812.14
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	1,509.64	2,321.78	812.14

LANDFILL TONNAGE VOLUME
MONTH ENDING -
January 2015

KIMBERLY CLARK - PAPER WASTE

MONTH	2014	2015	2014 TO 2015
JANUARY	7,846.43	2,541.93	(5,304.50)
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	7,846.43	2,541.93	(5,304.50)

TATE & LYLE - SLUDGE

MONTH	2014	2015	2014 TO 2015
JANUARY	2,088.33	0.00	(2,088.33)
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	2,088.33	0.00	(2,088.33)

PSC METALS INC

MONTH	2014	2015	2014 TO 2015
JANUARY	1,136.94	1,795.83	658.89
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	1,136.94	1,795.83	658.89

TATE & LYLE - ASH

MONTH	2014	2015	2014 TO 2015
JANUARY	933.76	0.00	(933.76)
FEBRUARY			0.00
MARCH			0.00
APRIL			0.00
MAY			0.00
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	933.76	0.00	(933.76)



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

NAME OF SITE <i>Matlock Bend</i>		REGISTRATION NUMBER		DATE <i>1-7-15</i>		
LOCATION (physical)			PURPOSE <input checked="" type="checkbox"/> Complete <input type="checkbox"/> Follow-up <input type="checkbox"/> Complaint <input type="checkbox"/> Other			
OWNER/OPERATOR <i>Sandvik</i>			TYPE OF FACILITY <input checked="" type="checkbox"/> CLASS I <input type="checkbox"/> CLASS II <input type="checkbox"/> CLASS III <input type="checkbox"/> CLASS IV			
		V1	V2		V1	V2
Inadequate vector control	8010	___	___	Leachate improperly managed	8330	___
Access not limited to operating hours	8020	___	___	Inadequate leachate collection system	8340	___
Inadequate artificial or natural barrier	8030	___	___	Leachate observed at the site	8350	___
Inadequate information signs	8040	___	___	Leachate entering runoff	8360	___
Unsatisfactory access road(s)/parking area(s)	8050	___	___	Leachate entering a water course	8370	___
Certified personnel not present during operating hours	8060	___	___	Inadequate gas migration control system	8380	___
Unapproved salvaging of waste	8070	___	___	Inadequate maintenance of gas migration control system	8390	___
Evidence of open burning	8080	___	___	Potential for explosions or uncontrolled fires	8420	___
Inadequate fire protection	8090	___	___	Waste not confined to a manageable area	8430	___
Unsatisfactory litter control	8110	___	___	Improper spreading of waste	8440	___
Inadequate employee facilities	8120	___	___	Improper compacting of waste	8450	___
No communication devices	8130	___	___	Unsatisfactory initial cover	8460	___
Inadequate operating equipment	8140	___	___	Unsatisfactory intermediate cover	8470	___
Unavailability of backup equipment	8150	___	___	Unsatisfactory final cover	8480	___
Unavailability of cover material	8160	___	___	Excessive pooling of water	8490	___
Inadequate maintenance of runon/runoff system(s)	8170	___	___	Unsatisfactory stabilization of cover	8510	___
Inadequate erosion control	8180	___	___	Dumping of waste into water	8520	___
Inadequate dust control	8190	___	___	Unsatisfactory records or reports	8530	___
Unauthorized waste accepted	8210	___	___	Groundwater monitoring system improperly maintained	8540	___
Unapproved special waste accepted	8220	___	___	Operation does not correspond with engineering plans	8570	___
Tires improperly handled	8230	___	___	Operation does not correspond with permit condition(s)	8580	___
Medical waste improperly handled	8240	___	___	Permit, plans, operating manual not available	8590	___
Dead animals improperly handled	8250	___	___	No operating scales	8610	___
Washout of solid waste	8270	___	___			
No permanent benchmark	8280	___	___			
Inadequate random inspection program	8290	___	___			
Mishandling of special waste	8300	___	___			
Buffer zone standard violated	8310	___	___			
Inadequate maintenance of leachate management system	8320	___	___			
COMMENTS:						
<i>Some garbage blow picking up during inspection</i>						
<i>In new area H.</i>						
<i>No violations.</i>						
PERSON INTERVIEWED <i>[Signature]</i>			INSPECTED BY <i>[Signature]</i>			
TITLE			TITLE <i>Env. Sci. II</i>			
TIME OF DAY <i>1440</i>	WEATHER CONDITIONS <i>23° Windy</i>		COMPLIANCE DATE <i>1-7-15</i>			

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

Materials Classification Report
Matlock Bend Landfill
Monthly Tonnage Summary January 2015

Material	Tonnage	2012 Sludge %		2013 Sludge %	
MSW					
MSW	<u>7,433</u>	January	6%	January	11%
		February	8%	February	13%
		March	8%	March	12%
		April	9%	April	12%
		May	8%	May	10%
		June	8%	June	13%
		July	11%	July	11%
		August	10%	August	9%
		September	10%	September	12%
		October	12%	October	10%
		November	10%	November	12%
		December	10%	December	13%
Special Waste					
Other	4,467				
Ash	161				
Sludge	<u>289</u>				
Total Special Waste	<u><u>4,917</u></u>				
Total MSW & SW	12,350				
Tires	35				
Total Material	<u><u>12,386</u></u>				
% MSW	<u>60%</u>				
% Special Waste	<u>40%</u>				
% Sludge	<u>2%</u>				

	2014 Sludge %		2015 Sludge %	
January	12%	January	2%	
February	13%	February		
March	12%	March		
April	13%	April		
May	12%	May		
June	12%	June		
July	12%	July		
August	6%	August		
September	1%	September		
October	3%	October		
November	4%	November		
December	2%	December		

**2014-2015 Matlock Bend
Landfill Tire Report**

Month	Tonnage
Jul-14	51.84
Aug-14	14.23
Sep-14	33.99
Oct-14	39.8
Nov-14	69.61
Dec-14	21.27
Jan-15	35.61
Feb-15	
Mar-15	
Apr-15	
May-15	
Jun-15	
Total (tons)	266.35

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 2015	Q2 2015	Q3 2015	Q4 2014	YTD Total
Bradley	County	3.09				3.09
Knox	County	2,616.79				2,616.79
Loudon	County	26,799.97				26,799.97
McMinn	County	264.73				264.73
Monroe	County	769.93				769.93
Roane	County	1,849.17				1,849.17
Blount	County	20.74				20.74
Meigs	County	0.00				0.00
Rhea	County	17.59				17.59
		32,342.01				32,342.01



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: December 31, 2014
Facility Name and Address: Matlock Bend Landfill Santek Environmental/Jamie Miller 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 tons):	
First month of quarter	11,006.89
Second month of quarter	9,330.41
Third month of quarter	12,004.71
5. Total tons of waste received during reporting period:	32,342.01
6(a). Surcharge: Total tons <u>32,342.01</u> X \$0.90 =	\$ 29,107.81
6(b). Deduct 1% if paid on or before due date Less	\$ 291.08
7. Facility Inspection Fee: Total tons <u>32,342.01</u> X \$0.35 =	\$ 11,319.71
8. Outstanding debit or credit	\$ 0
9. Total due	\$ 40,136.44
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>1/20/15</u>
	Date

Matlock Bend Landfill - Module H 2015 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)
		11,228		0.99		
Sept. 18, 2014	382,853	-	-	-	-	-
Sept. 19-30, 2014	-	4,478	A	0.99	4,433	378,420
October	-	11,007	A	0.99	10,897	367,523
November	-	9,330	A	0.99	9,237	358,286
December	-	12,005	A	0.99	11,885	346,402
January '15	-	12,350	A	0.99	12,227	334,175
February	-	11,228	P	0.99	11,116	323,059
March	-	11,228	P	0.99	11,116	311,942
April	-	11,228	P	0.99	11,116	300,826
May	-	11,228	P	0.99	11,116	289,710
June	-	11,228	P	0.99	11,116	278,594
July	-	11,228	P	0.99	11,116	267,477
August	-	11,228	P	0.99	11,116	256,361
September	-	11,228	P	0.99	11,116	245,245
October	-	11,228	P	0.99	11,116	234,129
November	-	11,228	P	0.99	11,116	223,013
December	-	11,228	P	0.99	11,116	211,896

¹ = Remaining airspace based on Sept. 18, 2014 aerial survey.

Full Date

August-2017

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 = 1.28 cy/ton)

Tonnage for Past 3 Months

November	9,330
December	12,005
January	12,350
Average	11,228

cc: Matt
Rob
Cheryl
Ron
Chris
Levi
Jason



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

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

February 9, 2015

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

Dear Steve:

Pursuant to Section 10.6 and 10.7 of the Sanitary Landfill Operation Agreement between Loudon and Santek as of July 1, 2007, Santek agreed to pay the Commission a host fee and security fee as defined in the Agreement. The following recap reflects the calculation for the period January 1, 2015 to January 31, 2015:

Host Fees (Greater of below) –	
Total Tip Fees Billed	\$222,057.70
Host Fee Percentage	4.00%
	<u>\$ 8,882.31</u>
Minimum Fee	<u>\$ 10,652.00</u>
Security Fees (Greater of below) –	
Total Tonnage Received	12,350.37
Rate per ton	\$ 1.00
Total	<u>\$ 12,350.37</u>
Total Tip Fees Billed	\$222,057.70
Security Fee Percentage	5.00%
	<u>\$ 11,102.88</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,

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

Andrew Kandy
Regional Controller

PROPERTY USAGE AND INDEMNIFICATION AGREEMENT

THIS PROPERTY USAGE AND INDEMNIFICATION AGREEMENT (the "Agreement") is entered into as of the ___ day of February, 2015, by and between the Loudon County Solid Waste Disposal Commission ("LCSWDC"), 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 the Loudon County Fire & Rescue Department (the "Department"), a Department of Loudon County, Tennessee.

RECITALS

1. LCSWDC is the current owner of certain real property upon which it operates a Subtitle D sanitary landfill known as the Matlock Bend Sanitary Landfill (the "Landfill") located on Highway 72 in Loudon, Tennessee (the "Property"). A map reflecting the Property is attached hereto as Exhibit A.

2. The Property also contains a single family residence (the "Residence") and a barn facility (the "Barn") that are not presently being used by LCSWDC in conjunction with the operation of the Landfill. LCSWDC desires that the Residence and Barn be put to use by the Department for training and fundraising purposes respectively for the benefit of the Department and the citizens of Loudon County, Tennessee.

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

1. LCSWDC agrees that the Residence may be accessed and used by the Department at any time for training purposes that will benefit the operations and services provided by the Department to the citizens of Loudon County, Tennessee. The access and usage granted by LCSWDC to the Department may be terminated at any time by either party, with or without cause, by providing the other party with thirty (30) days' notice of termination.

2. In consideration for its use of the Residence, the Department agrees to reasonably manage, control, and secure the Residence to avoid further deterioration and damage to the Residence. Further, the Department agrees to mow and maintain the landscaping and right of way around the Residence so that the exterior of the Residence is maintained in a neat and orderly manner. Further, the Department agrees to maintain the driveway for the Residence and clean up any gravel or debris that washes onto the adjacent highway.

3. LCSWDC agrees that the Department may dismantle and dispose of the Barn and all materials thereon and sell any such materials as it sees fit to raise funds for the operations of the Department. After dismantling and disposing of the Barn in its entirety, the Department shall clean up the area surrounding the Barn to ensure that it is clean and free from debris.

4. The Department further agrees to maintain adequate liability, casualty, and workers' compensation insurance coverage to insure against any property damages and personal injuries that may occur at the Residence and the Barn during the term of this Agreement. Further, the Department agrees that LCSWDC, its directors, officers, members, agents, and affiliates are free from any liability which may result from anyone entering LCSWDC's Property pursuant to the access and usage granted by this Agreement. Specifically, the Department agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless LCSWDC and its directors, officers, members, agents, and affiliates from

and against any claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising or resulting from any property damages and personal injuries that may occur at the Residence and the Barn during the term of this Agreement

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

LOUDON COUNTY SOLID WASTE
DISPOSAL COMMISSION

By: _____
Steve M. Field, Chair

LOUDON COUNTY FIRE & RESCUE
DEPARTMENT

By: _____
Bill Hart, Chief

February _____, 2015

Senator Randy McNally
301 6th Avenue North
Suite 307 War Memorial Building
Nashville, TN 37243

**Re: Loudon County Solid Waste Disposal Commission
Request for Tennessee Attorney General's Opinions**

Dear Senator McNally:

This law firm serves as general counsel to the Loudon County Solid Waste Disposal Commission ("LCSWDC"). LCSWDC is 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 pursuant to the Interlocal Cooperation Act codified at Tennessee Code Annotated Section 12-9-101 et seq. (the "Intergovernmental Agreement"). LCSWDC is the owner of a Subtitle D sanitary landfill known as the Matlock Bend Sanitary Landfill located on Highway 72 in Loudon, Tennessee (the "Landfill"). LCSWDC has retained Santek Environmental, Inc. ("Santek") to serve as the operator of the Landfill in accordance with the terms and conditions of a certain Sanitary Landfill Operation Agreement dated as of July 1, 2007 (the "Agreement").

Pursuant to the Agreement, Santek is responsible for the operation of the Landfill and the collection of all tipping fees paid by customers for the use of the Landfill. Section 10.6 of the Agreement provides, in pertinent part, that Santek shall pay LCSWDC a monthly per ton host fee for all solid waste disposed of at the Landfill in an amount equal to three and three-quarters percent (3.75%) of all tipping fees received by Santek from Landfill customers, subject to certain minimum fee provisions (the "Host Fees"). Further, Section 10.7 of the Agreement provides, in pertinent part, that Santek shall pay LCSWDC a monthly per ton closure and post-closure security fee for all solid waste disposed of at the Landfill in an amount equal to the greater of \$1.00 per ton or five percent (5%) of all tipping fees received by Santek from Landfill customers (the "Security Fees"). On a monthly basis, Santek directly deposits all Host Fees and Security Fees owed to LCSWDC into LCSWDC's designated bank account that is held by a private banking institution and managed by the Loudon County Trustee (the "Trustee").

The Trustee is currently deducting a one percent (1%) fee from Santek's monthly deposits of all Host Fees and Security Fees owed to LCSWDC into LCSWDC's designated bank

account. In addition, the Trustee is currently deducting a fee of one percent (1%) from the accrued monthly interest earned by LCSWDC on such bank account.

LCSWDC has requested that this law firm write to you regarding its desire to obtain legal opinions from the Attorney General of the State of Tennessee (the "Attorney General") regarding the authority of the Trustee to deduct fees from Santek's deposits into LCSWDC's designated bank account as well as from the accrued monthly interest earned by LCSWDC on such bank account. Further, LCSWDC has requested its desire to obtain a legal opinion from the Attorney General regarding whether funds paid by Santek to LCSWDC from the operation of the Landfill must be remitted solely to the Trustee. Accordingly, LCSWDC is hereby seeking opinions from the Attorney General on the following specific questions:

- 1.) Whether Tennessee Code Annotated Section 8-11-110(e) authorizes the Trustee to deduct a fee of one percent (1%) from Santek's monthly deposits of all Host Fees and Security Fees owed to LCSWDC into LCSWDC's designated bank account that is managed by the Trustee;
- 2.) Whether Tennessee Code Annotated Section 8-11-110(e) authorizes the Trustee to deduct a fee of one percent (1%) on the accrued monthly interest earned by LCSWDC on its designated bank account that is managed by the Trustee; and
- 3.) Whether LCSWDC is obligated to remit all Host Fees and Security Fees received from Santek solely to the Trustee pursuant to Tennessee Code Annotated Section 68-211-835(c).

With respect to the first two questions posed above, Tennessee Code Annotated Section 8-11-110(e) sets forth the relevant standard for compensation of the Trustee as follows:

"(e) The trustee shall receive one percent (1%) on all moneys collected from county officers on fees and on the school fund received from the state or on money turned over to the trustee by clerks of the courts and other collecting officers."

It is the position of LCSWDC that none of the three instances enumerated in Tennessee Code Annotated Section 8-11-110(e) appear to apply to the funds generated from the operation of the Landfill that are deposited by Santek into LCSWDC's designated bank account or to any interest earned by LCSWDC on such bank account. Santek, as a for-profit corporation operating the landfill, clearly does not constitute a county officer, clerk of court, or other collecting officer under Tennessee Code Annotated Section 8-11-110(e). Thus, it does not appear that the Trustee is entitled to deduct a one percent (1%) fee from Santek's monthly deposits into LCSWDC's designated bank account or from any interest earned by LCSWDC on such bank account.

LCSWDC's position also appears to be supported by the language of Tennessee Code Annotated Section 8-21-101, which provides that "no county officer is allowed to demand or receive fees or other compensation that is not expressly authorized by law." There does not appear to be any express authorization in Tennessee Code Annotated Section 8-11-110(e) (or any

other Tennessee Code Annotated Section) which specifically entitles the Trustee to deduct a one percent (1%) fee from Santek's monthly deposits into LCSWDC's designated bank account or from any interest earned by LCSWDC on such bank account.

With respect to the final question posed above, Tennessee Code Annotated Section 68-211-835(c) states as follows:

“(c) When a municipal solid waste disposal facility is operated as a joint venture by more than one (1) city or county, or combination thereof, or by an authority, the tipping fee authorized under this section shall be imposed by the joint operators or authority, and the tipping fee received shall be remitted to the participating local governments or authorities for expenditure for solid waste management purposes only.”

It is the position of LCSWDC that the Host Fees and Security Fees derived from the operation of the Landfill can be remitted to LCSWDC itself, as the interlocal governmental entity that owns the Landfill, or to any of LCSWDC's three governmental stakeholders. To begin with, Tennessee Code Annotated Section 68-211-835(c) makes abundantly clear that funds from the operation of a municipal solid waste disposal facility operated by a joint venture can be remitted to any of the participating local governments. Thus, there is no basis for the Trustee to require that LCSWDC remit the Host Fees and Security Fees derived from the operation of the Landfill solely to the Trustee, which is the fiduciary representative of only one of LCSWDC's three governmental stakeholders.

Moreover, it is the position of LCSWDC that LCSWDC is authorized to retain and invest the Host Fees and Security Fees derived from the operation of the Landfill as long as such funds are expended for solid waste management purposes in accordance with the requirements of Tennessee Code Annotated Section 68-211-835(c). The Interlocal Cooperation Act provides at Tennessee Code Annotated Section 12-9-103(a)(1) that “any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state...may be exercised and enjoyed jointly with any other public agency of this state.” This provision makes clear that LCSWDC has all the same powers, privileges, and authority of each of its three governmental stakeholders, which necessarily include the right to collect and retain fees derived from the operation of the Landfill which it owns. Moreover, pursuant to Section 3 of the Intergovernmental Agreement, LCSWDC's three governmental stakeholders expressly agreed that “all monetary and other capital assets resulting from the previous existing agreement and operation of the Poplar Springs Landfill (the predecessor to the Landfill), and all assets accrued in the intervening time, shall continue under jurisdiction of the new Commission (LCSWDC).” This express language of the Intergovernmental Agreement makes clear that LCSWDC's three governmental stakeholders intended for LCSWDC to retain the Host Fees and Security Fees derived from the operation of the Landfill. Thus, LCSWDC is duly authorized to retain and invest the Host Fees and Security Fees derived from the operation of the Landfill pursuant to Tennessee Code Annotated Section 68-211-835(c).

LCSWDC sincerely appreciates your assistance in submitting the foregoing issues to the Attorney General for consideration. Please do not hesitate to contact me if you or the Attorney

General have any questions regarding these matters or require any additional information. Thank you for your consideration.

Sincerely,

KENNERLY, MONTGOMERY & FINLEY, P.C.

By _____
Kevin C. Stevens

cc: Chairman Steve Field and Committee Members

DRAFT

CD Rates invest \$100,000	4 year 0.0190 year 0	3 year 0.0150 year 1	2 year 0.0135 year 2	1 year 0.0120 year 3	year 4	year 5	year 10	year 20	year 30	year 40
four year	\$25,000	\$25,475	\$51,740	\$78,464	\$106,594	\$108,619	\$119,338	\$144,052	\$173,885	\$209,895
three year	\$25,000	\$25,375	\$25,756	\$26,142						
two year	\$25,000	\$25,338	\$25,680							
One year	\$25,000	\$25,300								
total	\$100,000	\$101,488	\$103,175	\$104,606	\$106,594	\$108,619	\$119,338	\$144,052	\$173,885	\$209,895
two year only	\$100,000	\$101,350	\$102,718	\$104,105	\$105,510	\$106,935	\$114,350	\$130,760	\$149,525	\$170,982

Assume CD rates go up 50% in year 2 and again in year 3

invest \$100,000	year 0	year 1	year 2	year 3	year 4	year 5	year 10	year 20	year 30	year 40
four year	\$25,000	\$25,475	\$51,980	\$79,623	\$108,271	\$112,386	\$135,425	\$196,640	\$285,525	\$414,589
three year	\$25,000	\$25,375	\$25,756	\$26,142						
two year	\$25,000	\$25,338	\$25,680							
One year	\$25,000	\$25,300								
total	\$100,000	\$101,488	\$103,415	\$105,765	\$108,271	\$112,386	\$135,425	\$196,640	\$285,525	\$414,589

Initial Investment, upper case

\$100,000	\$100,000	\$101,463	\$103,137	\$104,555	\$106,541	\$108,566	\$119,279	\$143,981	\$173,799	\$209,792
\$500,000	\$500,000	\$507,313	\$515,684	\$522,774	\$532,707	\$542,829	\$596,394	\$719,905	\$868,995	\$1,048,960
\$1,000,000	\$1,000,000	\$1,014,625	\$1,031,368	\$1,045,549	\$1,065,414	\$1,085,657	\$1,192,789	\$1,439,811	\$1,737,990	\$2,097,921
\$1,500,000	\$1,500,000	\$1,521,938	\$1,547,052	\$1,568,323	\$1,598,121	\$1,628,486	\$1,789,183	\$2,159,716	\$2,606,985	\$3,146,881

Initial Investment, lower case

\$100,000	\$100,000	\$101,463	\$103,377	\$105,713	\$108,218	\$110,274	\$121,156	\$146,247	\$176,534	\$213,093
\$500,000	\$500,000	\$507,313	\$516,885	\$528,567	\$541,089	\$551,370	\$605,779	\$731,233	\$882,669	\$1,065,466
\$1,000,000	\$1,000,000	\$1,014,625	\$1,033,770	\$1,057,133	\$1,082,178	\$1,102,740	\$1,211,557	\$1,462,466	\$1,765,337	\$2,130,931
\$1,500,000	\$1,500,000	\$1,521,938	\$1,550,655	\$1,585,700	\$1,623,268	\$1,654,110	\$1,817,336	\$2,193,699	\$2,648,006	\$3,196,397

Investment Program Summary

For each \$100,000 invested

At current CD rates, with laddered 4 year CDs, the maximum allowed by state law

Year 0	Year 20	Year 40
\$100,000	\$144,052	\$209,895

At current CD rates, with laddered 4 year CDs, the maximum allowed by state law
CD rates go up 50% in year 2 and again in year 3

Year 0	Year 20	Year 40
\$100,000	\$196,640	\$414,589

At current CD rates, investing only in 2 year CDs

Year 0	Year 20	Year 40
\$100,000	\$130,760	¹⁷⁰ \$107,982

Loudon County Recycling Report Contact Information

Company Name	Contact	Email	Phone Number	Notes
Maremont	Angie Bailey/Cathy Russell		865-458-4681	Business Closed
Yale Security	David Hunt	dhunt@yalelocks.com	865-988-2937	emailed letter and form on 1/6/15
Tate & Lyle	Dan Baker	dan_baker@tateandlyle.com	865-458-5881	emailed letter and form on 1/6/15 - received form on 1/20
American Honda	Tim Brock	tim_brock@americanhonda.com	865-458-7696	emailed letter and form on 1/6/15 - received form on 1/9
Seco Tools	Mark King	mking@secotools.com	865-986-6513	emailed letter and form on 1/6/15
Viskase	Mike Yoder	mike.yoder@viskase.com	865-458-2071	emailed letter and form on 1/6/15 - received on 2/2/15
Monterey Mushroom	Bob Moore	BobMoore@monterey.com	865-408-1854	emailed letter and form on 1/6/15 - received on 2/5/15
Kimberly Clark	Bryan Crawford	bcrawford@kcc.com	865-988-7138	emailed letter and form on 1/6/15
Lenoir City Utilities	Chad Danson	cdanson@luc.com	865-988-2794	emailed letter and form on 1/6/15 - received form on 1/7
Wal-Mart Lenoir City	Candle London	fax 865-986-0754	865-986-9002	faxed letter and form on 1/6/15
Tellico Village	Jeff Sagley	jsagley@tellico.com	865-458-4522	emailed letter and form on 1/6/15
City of Loudon	Bill Page	fax 865-458-7590	865-755-2208	faxed letter and form on 1/6/15 - received form on 1/13
Spectra	Amy Howell	amy.howell@spectra.com	865-529-6992	emailed letter and form on 1/6/15 - received form on 1/7
PSC Metals	Wendy Cash	wcash@pscmetals.com	865-637-0911	emailed letter and form on 1/6/15 - email not delivered, bad email address - 1/7 called And got name of new controller to email form to sent on 1/7 to Wendy Cash
Tenalco Corp	Mike - Corporate	lori@tenalco.com	865-470-7997	emailed letter and form on 1/6/15
Brewsters Tree Service	Marcia	Fax 865-458-6832	865-458-8887	faxed letter and form on 1/6/15
Foshee Tree Service	Angie	Fax 865-986-0450	865-986-9561	faxed letter and form on 1/6/15
Greens Recycling	Cody	Fax 865-986-1351	865-755-6566	faxed letter and form on 1/6/15
Tennessee Trash Service	Kim Turner	Fax 865-986-0268	865-986-8237	faxed letter and form on 1/6/15 - received on 1/15/15
Ingles - Lenoir City	Becky		800-635-5066 ext 0	1/7 called and left message
Food City - Loudon & Lenoir City	Keith Hudson- Corporate	Travis 5786/Sheila 5783	276-623-5100	left message on Travis v/m on 1/5/15
Napa - Loudon	John Cobb	Fax 865-458-3978	865-458-5472	Faxed form on 1/5/15 to John
Advance Auto Parts Loudon & Lenoir City			800-310-4243	corporate office created ticket (#4854752) sent to district leader - Randy or Lauren (an administrator) - Martha is store manager 1/5/15
Autozone Loudon TN	Jesse - Corporate		901-495-6500	1/7 left message

CLOSED
CLOSED

Report Completed