

AGENDA
LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION
June 13, 2017
6:30 p.m.
LOUDON COUNTY COURTHOUSE ANNEX
Loudon, Tennessee

1. Opening of Meeting, Pledge of Allegiance, Invocation
2. Approval of Minutes – May 9, 2017
3. Items of Public Concern
4. Cash Activity Report
5. Operations Report
6. 2016 Audit
7. Contract Modification Update
8. Poplar Springs Update
9. Investment Options Update
10. Opportunities to Send LCSWDC Meeting Information Early
11. Attorney's Report
12. Chairman's Report
13. Other Items of Commission's Consideration
14. Adjourn

Loudon County Department of Accounts and Budgets
Solid Waste Disposal Fund 207
Monthly Financial Report
May 2017

April 2017 Combined Ending Cash Balance per Monthly Report	3,388,115.20	
Adjustments:	0.00	
	0.00	
Total Adjustments		0.00
Adjusted April 2017 Combined Ending Balance per Loudon Co Trustee		3,388,115.20

Solid Waste Disposal Commission Operating Fund

Operating Fund Ending Balance April 2017		3,151,496.08
Cash Receipts:		
Trustee's Collections - Prior Year	0	
Trustee's Collections - Bankruptcy	0	
Surcharge - Host Fees	0.00	
Surcharge - Security Fees	0.00	
Investment Income	(2,493.90)	
Total Monthly Revenue		(2,493.90)
Cash Disbursements:		
Board & Committee Members Fees	(250.00)	
Audit Services (Mitchell Emert & Hill)	0.00	
Contracts with Private Agencies (Santek)		
Engineering Services (Santek)		
Contributions (Loudon Utilities - Quarterly)	0.00	
Legal Services (Kennerly)	0.00	
Legal Notices		
Travel (Hamilton)	0.00	
Other Contracted Services (Mowing)		
Materials	0.00	
Building & Content Insurance		
In-Service/Staff Development		
Trustee's Commission	(7.10)	
Total Cash Disbursements		(257.10)
Expenditure Credit:		
Trustee Commission Adjustment		0.00
<u>Operating Fund Ending Balance May 2017</u>		<u>3,148,745.08</u>

Poplar Springs Subfund

Poplar Springs Subfund Balance April 2017		236,619.12
Cash Receipts:		
Total Monthly Revenue	0.00	0.00
Cash Disbursements:		
Legal Services		
Total Cash Disbursements	0.00	0.00
<u>Poplar Springs Subfund Balance May 2017</u>		<u>236,619.12</u>

<u>TOTAL COMBINED OPERATING AND POPLAR SPRINGS MAY 2017 BALANCE</u>		<u>3,385,364.20</u>
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Combined Summary - May 2017

Beginning Balance		3,388,115.20
Plus Operating Revenue		(2,493.90)
Less Operating and Poplar Springs Disbursements		(257.10)
TOTAL COMBINED BALANCE - MAY 2017		<u>3,385,364.20</u>

From: Richard Hill <Richardhill@mehcpa.com>
Sent: Tuesday, May 23, 2017 11:53 AM
To: 'Steve Field'
Cc: Kevin C. Stevens; J.R. Cates
Subject: Accounts payable

Steve,

I have reviewed our emails back and forth and went back to review our work on the accounts payable. When I identified the invoices from Luna that were not paid as of June 30, 2016 (when I reviewed the detailed invoices from Mr. Bowman), I overlooked the separate account where Tracy recorded the \$29,352.54. Accordingly, we recorded those two invoices (totaling the \$29,352.54) a second time, which is not correct. The separate account was a new one for this year and I just missed it when I added those invoices. Before then, we had reconciled that balance with the Luna invoices for the quarter ended March 31, 2016. In my haste to get revised drafts back out to the Board for their review, I didn't catch this duplication. Since all financial statements go through a final technical review before they are issued, I am confident this would have been caught before the final report was issued.

The invoices from Luna are handled differently than every other bill paid by the Commission and in fact, I have not seen this type of bill submission and approval in my 36 years of auditing. But we were aware of this and should have caught it before the first set of drafts were issued. This is why we send draft statements out for approval – so everyone has input into making sure what is reflected in those financial statements is complete and correct (to the best of everyone's knowledge). We appreciate your and the Board's diligence in reviewing the drafts.

I think Tracy's email from last week clarified the question about posting. The payment was posted, but in the current year in your records and it should have been in the year we are auditing (so it is a timing difference). We will send revised drafts tomorrow with the correction of the duplicate legal fees. Once you and/or the board approval these, we will issue the final report.

The extended deadline for filing with the state comptroller is May 31. I will obtain an extension to June 30 to ensure we have adequate time to review all this.

Best regards,



Richard W. Hill, CPA, CGMA
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From: Blair, Tracy <blairt@loudoncounty-tn.gov>
Sent: Friday, May 19, 2017 8:00 AM
To: Steve Field; 'Richard Hill'
Cc: Kevin C. Stevens
Subject: RE: Follow on question from the LCSWDC FY 2016 audit

Steve,

The \$31,282.59 was posted. However, it was not posted as a payable (of the previous fiscal year). It was posted as a current year expense. It should have been posted as a payable of the previous fiscal year. As Richard stated previously, it was a timing issue.

Tracy

From: Steve Field [mailto:sm_field@bellsouth.net]
Sent: Thursday, May 18, 2017 8:40 PM
To: Blair, Tracy; 'Richard Hill'
Cc: Kevin C. Stevens
Subject: RE: Follow on question from the LCSWDC FY 2016 audit

Tracy/Richard,

I need some help...

These seem to be the invoices in question based on follow-up e-mails.

Question for Richard: If \$29,352.54 was "posted" why was it not picked up on your first go-round?

Question for Tracy: Help me understand how we could have paid what appears to be \$31,282.59 without "posting"? If it was posted in the current FY that makes sense and I think I understand why Richard would want to book it in the previous FY...

Steve Field

From: Blair, Tracy [mailto:blairt@loudoncounty-tn.gov]
Sent: Thursday, May 18, 2017 12:48 PM
To: Richard Hill; 'Robert Bowman'; Bradshaw, Buddy
Cc: 'Steve Field'; J.R. Cates
Subject: RE: Follow on question from the LCSWDC FY 2016 audit

Richard,

Thank you for following up.

I have identified invoices totaling \$60,635.13 that were paid. Some of these invoices were posted as payables (\$29,352.54); the remaining were not. All of them should have been posted as payables because they were for services rendered prior to June 30th.

All these invoices are from Luna Law Group. I will provide the invoice total below. I know you understand that each invoice is split three ways with 1/3 the total invoiced to each entity. The list follows:

#4981 = \$11,700.00 (Jan-Mar 2016)

#4982 = 17,652.54 (Jan-Mar 2016)

Total = 29,352.54 - This amount was posted as payable in our records via check #7004760 written on July 19th.

#5015 = \$24,255.00 (Apr-Jun 2016)

#5016 = 7,027.59 (Apr-Jun 2016)

Total = \$31,282.59 - This amount was not posted as payable in our records. However it was paid via check #7004774 written Nov 1st, along with other invoices for the period of Jul-Sep 2016.

The combined total of the invoices above is \$60,635.13. Are these the invoices you referred to below? And to answer your question, yes they were paid.

Thank you,
Tracy

From: Richard Hill [<mailto:Richardhill@mehcpa.com>]
Sent: Thursday, May 18, 2017 9:07 AM
To: Blair, Tracy; 'Robert Bowman'; Bradshaw, Buddy
Cc: 'Steve Field'; J.R. Cates
Subject: RE: Follow on question from the LCSWDC FY 2016 audit

Tracy,

I am back in the office this week and wanted to follow up on this. Were you able to identify the invoices that totaled the \$60,000 +/- and determine that they were paid?

Richard

From: Richard Hill
Sent: Thursday, May 11, 2017 10:36 AM
To: 'Blair, Tracy' <blairt@loudoncounty-tn.gov>; 'Robert Bowman' <rlbowman@kramer-rayson.com>; Bradshaw, Buddy <bradshawb@loudoncounty-tn.gov>
Cc: 'Steve Field' <sm_field@bellsouth.net>; J.R. Cates <jrcates@mehcpa.com>
Subject: RE: Follow on question from the LCSWDC FY 2016 audit

Tracy,

I am working out of the office until Monday. I don't think I captured invoice numbers, but the services were rendered for the quarters ended March 31, 2016 and June 30, 2016. Bob Bowman's copies did not indicate the date paid, so I don't have that.

Richard

Richard

From: Robert Bowman [<mailto:rlbowman@kramer-rayson.com>]

Sent: Wednesday, May 10, 2017 8:56 AM

To: 'Blair, Tracy' <blairt@loudoncounty-tn.gov>; Bradshaw, Buddy <bradshawb@loudoncounty-tn.gov>; Richard Hill <Richardhill@mehcpa.com>

Subject: RE: Follow on question from the LCSWDC FY 2016 audit

Richard,

Please see the emails below from Ms. Blair and Mr. Fields. I am confused about invoices missing from Tracy's file. I don't pay any invoices—they all go through her office. Can you shed some light on this subject for me please?

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[Kramer Rayson LLP Attorney Information](#)

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From: Blair, Tracy [<mailto:blairt@loudoncounty-tn.gov>]

Sent: Tuesday, May 09, 2017 1:59 PM

To: Robert Bowman <rlbowman@kramer-rayson.com>; Bradshaw, Buddy <bradshawb@loudoncounty-tn.gov>

Subject: FW: Follow on question from the LCSWDC FY 2016 audit

FYI

From: Blair, Tracy

Sent: Tuesday, May 09, 2017 12:36 PM

To: Loudon County Solid Waste Disposal Commission

Subject: RE: Follow on question from the LCSWDC FY 2016 audit

Good Morning Steve,

Each year during the auditing process for LCSWDC, our department provides detailed reports of activities as requested by the auditing firm. Then when a representative of that firm arrives, we provide hard copies of our files.

I'm unaware of any information in Attorney Bowman's office that was unavailable to the auditor. As you know, Attorney Bowman initially receives invoices related to Poplar Springs and forwards those to me for approvals by the mayors and you on behalf of the LCSWDC. You would have to check with Attorney Bowman to see if perhaps there were invoices "in transient" that I had not yet received.

Thanks!
Tracy

From: Loudon County Solid Waste Disposal Commission
Sent: Monday, May 08, 2017 8:42 PM
To: Blair, Tracy
Subject: Follow on question from the LCSWDC FY 2016 audit

Hi Tracy,

Richard Hill needed to go back and re-work our financials based on his discovery of Poplar Springs invoices at Counselor Bowman's office. Apparently these were not reflected in the information he was able to pull from the Finance Department??? I believe these were overlooked and I'm wondering if you can work up a short (few sentences/short paragraph) on what happened. If this were a few dollars I wouldn't press you but since it was something like \$60K, it will be putting a pretty big hit on our Poplar Springs balance.

This is not an inquisition as to the finance departments working - just looking for a few words from you to explain what I think was an inadvertent miss. The LCSWDC gets the microscope from our ever interested public. A few words from you will go a long way to keep our public from conjuring up conspiracies and accusing us of complete malfeasance (again).

If you would be so gracious as to work up a short piece and place copies in our stuff you and Kellie are setting aside at the annex I'd be ever so grateful.

Thanks,
Steve Field

This email was scanned by Bitdefender

Loudon County Solid Waste Disposal Commission
Management's Discussion and Analysis
June 30, 2016

Introduction

This discussion and analysis is intended to be an introduction to the financial statements and notes that follow this section and should be read in conjunction with them. The Loudon County Solid Waste Disposal Commission ("LCSWDC") is a governmental agency created by Loudon County, the City of Lenoir City and the City of Loudon to operate and manage the Matlock Bend Landfill in Loudon, Tennessee. The Commission also serves as the Municipal Solid Waste Region Board for the Loudon County Solid Waste Region under the Solid Waste Management Act of 1991.

Financial Statement Review

The financial statements herein are comprised of the statement of net position, the statement of revenue, expenses and changes in net position, the statement of cash flows and the accompanying notes to the financial statements.

Financial Highlights as of June 30:

The statement of net position presents information on all LCSWDC's assets and liabilities. Current assets as well as other assets and liabilities are reported in order of their liquidity. The table below presents the significant components of net position:

Condensed statements of net position

	2016	2015	2014	2013
Assets:				
Current and other	\$ 3,239,950	\$ 3,062,274	\$ 2,884,576	\$ 2,625,388
Capital assets	<u>1,438,032</u>	<u>1,440,399</u>	<u>1,447,070</u>	<u>1,453,741</u>
Total assets	<u>\$ 4,677,983</u>	<u>\$ 4,502,673</u>	<u>\$ 4,331,646</u>	<u>\$ 4,079,129</u>
Liabilities:				
Current	\$ 63,135	\$ 35,451	\$ 5,853	\$ 10,465
Long – term	<u>5,413,766</u>	<u>5,169,459</u>	<u>4,915,262</u>	<u>4,600,623</u>
Total liabilities	5,476,901	5,204,910	4,921,115	4,611,088
Net position:				
Investment in capital assets	1,438,032	1,440,399	1,447,070	1,453,741
Unrestricted (deficit)	<u>(2,236,952)</u>	<u>(2,142,636)</u>	<u>(2,036,539)</u>	<u>(1,985,700)</u>
Total net position	<u>(798,919)</u>	<u>(702,237)</u>	<u>(589,469)</u>	<u>(531,959)</u>
Total liabilities and net position	<u>\$ 4,677,983</u>	<u>\$ 4,502,673</u>	<u>\$ 4,331,646</u>	<u>\$ 4,079,129</u>

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The statement of revenue, expenses and change in net position presents LCSWDC's results of operations. The table below is a condensed statement of revenue and expenses:

Condensed statements of revenue, expenses and change in net position

	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Operating revenue	\$ 300,566	\$ 286,067	\$ 384,602	\$ 414,611
Operating expenses	(411,504)	(398,008)	(448,870)	(615,441)
Depreciation and amortization	(2,367)	(6,671)	(6,671)	(5,901)
Net operating (loss)	(110,937)	(118,612)	(70,939)	(206,731)
Non-operating income	<u>14,255</u>	<u>5,844</u>	<u>13,390</u>	<u>15,278</u>
Change in net position	<u>\$ (96,683)</u>	<u>\$ (112,768)</u>	<u>\$ (57,549)</u>	<u>\$ (191,453)</u>

Results of Operations

LCSWDC shows operating revenue of \$300,566, which represents an increase of \$14,499 above the previous year's operating revenue. At the same time, LCSWDC shows an increase in operating expenses of \$13,496 over the previous year's operating expenses. LCSWDC shows a negative change in net position due to increased legal expenses. The increased utilization of the landfill during the year resulted in a \$244,307 increase to the estimated future liability for closure and post closure costs. This increase to the estimated future liability for closure and post closure costs decreased by \$9,890 from the previous year's increase in estimated costs. As of June 30, 2016, LCSWDC completed its ninth full year of operations under its 20-year operations contract that commenced on October 1, 2007 and provides for the turn-key operation of Matlock Bend Landfill by the operator instead of LCSWDC.

The statement of cash flows in the accompanying financial statements is presented using the direct method. This method outlines the sources and uses of cash as it relates to operating income. In addition, included in the statement of cash flows are classifications for non-capital related financing and investing activities.

LCSWDC shows operating expenses for legal services related to the investigation of the site conditions at the former Poplar Springs Landfill in the amount of \$99,533. The Poplar Springs Landfill was closed in 1987, prior to the formation of LCSWDC, and therefore, LCSWDC had no direct responsibility for the ongoing post closure care of the Poplar Springs Landfill. The legal fees related to the investigation of the former Poplar Springs Landfill site were incurred by LCSWDC's three governmental stakeholders which operated the former Poplar Springs Landfill. These legal fees were paid from LCSWDC's operating accounts solely because certain funds were deposited by the three governmental stakeholders into LCSWDC's operating accounts in 1993, in part to cover post closure care costs associated with the Poplar Springs Landfill.

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Capital Assets

Capital asset levels stayed the same from the prior year. LCSWDC did not purchase capital assets during the year ended June 30, 2016.

Future Events

LCSWDC is engaged in discussions with the Matlock Bend landfill operator to modify the existing contract to address an anticipated shortfall of funds to cover the estimated future liability for closure and post closure costs.

Request for Information

Questions concerning this report or other requests for additional information should be directed to Steve Field, Chairman at (865) 576-1057 or at his office located at 100 River Road, #106, Loudon, Tennessee 37774.

Respectfully submitted,

Steve Field,
Chairman

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LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

STATEMENT OF NET POSITION

June 30, 2016

ASSETS

CURRENT ASSETS

Cash - operating	\$ 2,903,115
Cash - Poplar Springs Landfill	311,543
	<u>3,214,658</u>
Accounts receivable	24,728
Interest receivable	564

TOTAL CURRENT ASSETS 3,239,950

CAPITAL ASSETS

Land	\$ 1,410,852
Landfill facilities	125,016
	<u>1,535,868</u>
Accumulated depreciation	<u>(97,835)</u>
	<u>1,438,032</u>

TOTAL ASSETS \$ 4,677,983

LIABILITIES AND NET POSITION

CURRENT LIABILITIES

Accounts payable	\$ 63,135
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LONG-TERM LIABILITIES

Estimated closure/postclosure care cost	5,413,766
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NET POSITION

Investment in capital assets	\$ 1,438,032
Unrestricted	<u>(2,236,952)</u>
	<u>(798,919)</u>

TOTAL LIABILITIES AND NET POSITION \$ 4,677,983

See the accompanying notes to the financial statements.

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LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

STATEMENT OF REVENUE, EXPENSES AND CHANGE IN NET POSITION

Year Ended June 30, 2016

OPERATING REVENUE		
Surcharge - host agency		\$ 133,165
Surcharge - closure/post closure security fees		<u>167,401</u>
TOTAL OPERATING REVENUE		300,566
OPERATING EXPENSES		
Salaries and wages:		
Board of Commissioners compensation		3,800
Contracted services:		
Legal services	\$ 28,301	
Legal services - Poplar Springs Landfill	99,533	
Accounting and auditing	<u>7,200</u>	135,034
Landfill operations:		
Supplies and materials	49	
Closure and postclosure care	<u>244,307</u>	244,357
Other expenses:		
Contributions to City of Loudon for debt service	15,000	
Insurance	4,746	
Trustee's commissions	3,105	
Advertising	1,908	
Travel	333	
Miscellaneous	<u>855</u>	25,947
Depreciation		<u>2,367</u>
TOTAL OPERATING EXPENSES		<u>411,504</u>
(LOSS) FROM OPERATIONS		(110,937)

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LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

STATEMENT OF REVENUE, EXPENSES AND CHANGE IN NET POSITION

(continued)

Year Ended June 30, 2016

NONOPERATING REVENUE	
Interest	<u>14,255</u>
CHANGE IN NET POSITION	(96,683)
NET POSITION AT THE BEGINNING OF THE YEAR	<u>(702,237)</u>
NET POSITION AT THE END OF THE YEAR	<u>\$ (798,919)</u>

See the accompanying notes to the financial statements.

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LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

STATEMENT OF CASH FLOWS

Year Ended June 30, 2016

CASH PROVIDED(USED) BY OPERATING ACTIVITIES		
Cash received from customers		\$ 303,518
Cash paid to employees		(3,800)
Cash paid to suppliers		<u>(133,345)</u>
	NET CASH PROVIDED BY OPERATING ACTIVITIES	166,373
CASH PROVIDED(USED) BY INVESTING ACTIVITIES		
Interest received		<u>14,255</u>
	NET INCREASE IN CASH	180,628
CASH AT THE BEGINNING OF THE YEAR		<u>3,034,030</u>
	CASH AT THE END OF THE YEAR	<u>\$ 3,214,658</u>
RECONCILIATION OF (LOSS) FROM OPERATIONS TO NET CASH PROVIDED(USED) BY OPERATING ACTIVITIES		
(Loss) from operations		\$ (110,937)
Adjustments to reconcile (loss) from net cash provided by operating		
Depreciation	\$ 2,367	
Decrease in:		
Accounts receivable	2,952	
Increase in:		
Accounts payable	27,685	
Estimated closure/postclosure care cost	<u>244,307</u>	<u>277,311</u>
	NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>\$ 166,373</u>

See the accompanying notes to the financial statements.

Steve and Kevin:

1. We submitted a request through LCSWDC and Kevin for several documents from Santek, including (most importantly): (i) design drawings for the expansion; (ii) information regarding monthly payments from Santek to LCSWDC regarding host fee and security fee since 2007; and (iii) annual waste receipts records from Santek since 2011. We received all requested information within a couple of days. Santek also provided its "talking points" summary of the proposed contract that considers a reduction in height and a five-year increase in the current contract.
2. We submitted a request through LCSWDC and Kevin for some clarifying information from Santek regarding the received information. Again, the clarifying information was received within a couple of days.
3. I am currently comparing the reported host fee and security fee payments with financial information included in the annual financial audit for LCSWDC. I will schedule a call with the auditor, Richard Hill, after 21 June to clarify some of the information.
4. I am currently reviewing the phased waste placement and closure plans/drawings from Santek and assessing the sensitivity of the final closure grades with respect to average annual waste receipts.
5. I am also critically assessing anticipated costs for closure and post-closure care (C/PCC) estimated by Santek and will prepare a summary of either concurrence and/or recommendations for discussion with LCSWDC and Santek.
6. As a final task, I will look at the current financial reserves for LCSWDC (in concurrence with Richard Hill) and the anticipated revenue under the proposed contract conditions to develop an opinion regarding sufficiency of the C/PCC reserves held by LCSWDC at the end of the proposed five-year extended contract.
7. I anticipate that I will be in a position to have preliminary information regarding these activities to LCSWDC and Kevin after my discussions with Richard Hill, hopefully by 23 June. I anticipate being able to schedule a meeting with Santek to include LCSWDC, Kevin, and Geosyntec during the week of 26 June to discuss findings and recommendations for specific contract language.
8. I anticipate being able to provide a preliminary assessment and recommendations to the LCSWDC during its August meeting.

If you have any questions regarding this information, please do not hesitate to contact me.

I apologize for the late delivery of this e-mail.

Bob

Robert C. Bachus, Ph.D., P.E., D.GE

Senior Principal

Geosyntec
consultants

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Kennesaw, GA 30144-3694
Phone: 678.202.9556
Fax: 678.202-9501
Mobile: 404.307.2678

**PROJECT SPECIFIC PROFESSIONAL SERVICES AGREEMENT
BETWEEN
GEOSYNTEC CONSULTANTS, INC.
AND
LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION**

This Professional Services Agreement ("Agreement") is made effective June 2, 2017 by and between **Loudon County Solid Waste Disposal Commission** ("Client") with the address of 101 Mulberry Street Suite 102 Loudon, TN 37774 and the consultant and/or engineer **Geosyntec Consultants, Inc.** and its subsidiaries and affiliates¹ (collectively "C/E") with the registered address of 1255 Roberts Blvd, Suite 200 Kennesaw, GA 30144. The Client and C/E are referred to herein individually as "Party" and collectively as "Parties".

NOW, THEREFORE, in consideration of the promises set forth below, the Parties hereby agree as follows:

1. **SERVICE ORDERS:** The services to be provided by C/E pursuant to this Agreement ("Services") shall be described in written orders ("Service Orders") agreed to and executed by the Parties. Service Orders shall set forth the schedule and estimated charges for the Services. If Services are to be rendered in connection with a specific location, the Service Order shall also describe the site ("Project Site"). The terms and conditions of this Agreement shall apply to and be incorporated by this reference into each Service Order and any Purchase Order issued by Client and to all Services to be rendered pursuant thereto.

2. **COMPENSATION, INVOICING AND PAYMENT:** The method of compensation shall be identified in the Service Order. When the method of compensation is on a time and materials basis C/E shall submit invoices to Client reflecting the number of hours worked multiplied by the hourly rate reflected in C/E's rate schedule attached to the Service Order, along with any pre-approved expenses for reimbursement. The rates and rate schedule for projects lasting more than one year may be adjusted annually with the Client's consent. The rates are inclusive of all taxes except such value added, sales, service or withholding taxes that are imposed in some jurisdictions, which shall be paid by the Client. Where compensation is subject to an agreed "not to exceed" budget, C/E shall notify Client before the "not to exceed" limit is exceeded and shall not continue to provide the Services beyond the limit unless Client authorizes an increase to the limit. The "not to exceed" limit shall only apply to the total approved budget. Any amount allocated to a task or milestone may be exceeded without Client authorization as long as the total budget limit is not exceeded. Any adjustment to the Services, authorized tasks, milestones, schedule or assumed responsibilities will not be effective until the Parties have mutually agreed to an equitable adjustment of the "not to exceed" budget in writing. Rates for days of actual testimony at depositions, trials, or hearings will be two times the rate shown on the rate schedule. All costs incurred by C/E responding to subpoenas related to litigation for which C/E is not a named party shall be reimbursable in accordance with C/E's then current rate schedule. Where a fixed price is agreed upon, a change in the anticipated conditions or the assumptions set forth in the Service Order shall be grounds for an equitable adjustment of the schedule and/or compensation.

Regardless of the compensation method, C/E shall periodically submit invoices to Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. If Client objects to all or any portion of any invoice, Client shall notify C/E of the objection within fifteen (15) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. Client shall pay an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law, whichever is the lesser, for any payment received by C/E more than thirty (30) days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by C/E against Client for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party by the other Party.

In addition to the above, if payment of C/E invoices is not maintained on a thirty (30) day current basis, C/E may, by ten (10) days' written notice to Client, suspend further performance and withhold any and all data from Client until such invoice payments are restored to a current basis.

3. **CONSTRUCTION PROCEDURES:** C/E shall not be responsible for the acts or omissions of other parties engaged by Client, including Client's employees, representatives, agents, other consultants or other contractors, and shall not have control or charge of and shall not be responsible for their construction means, methods, techniques, sequences, training or procedures, or for their safety precautions or programs.

¹ Engineering services in Michigan are performed by Geosyntec Consultants of Michigan, Inc., in New York by Beech and Bonaparte Engineering P.C., and in North Carolina, engineering and geology services are provided by Geosyntec Consultants of North Carolina, P.C. Services of such affiliate(s) shall be billed by Geosyntec Consultants, Inc. on behalf of the affiliate.

4. **RECOGNITION OF RISK:** Client recognizes that services and opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care.

5. **STANDARD OF CARE:** C/E shall render its Services in a manner consistent with the level of care and skill ordinarily exercised by other qualified and reputable firms rendering the same services under similar circumstances at the time the Services are performed.

6. **NOT USED:**

7. **NOT USED:**

8. **INSURANCE:** C/E shall maintain during the term of this Agreement the following minimum insurance coverage:

- (i) **Workers' Compensation** - Statutory
Employer's Liability - \$1,000,000 per occurrence
- (ii) **Commercial General Liability or Public Liability Insurance** - \$1,000,000 per occurrence
- (iii) **Comprehensive Automobile Liability** - \$1,000,000 combined single limit
- (iv) **Professional Liability** - \$1,000,000 per claim

C/E shall provide Client with an insurance certificate upon Client's request.

9. **DISPUTES:** The Parties agree to endeavor to promptly resolve their differences through good faith negotiations as a condition precedent to any other dispute resolution process. In order to support the good faith negotiations the Parties agree the negotiations will include individuals that are aware of the circumstances giving rise to the dispute and that have the proper decision making authority to enter into an agreement resolving the dispute. If negotiations alone do not result in a resolution of the dispute than the Parties agree that the next step in the process will be to submit the matter to mediation using the services of an independent mediator. In the event that a negotiation or mediation process does not lead to a resolution of the dispute within 90 days from the first notice of the issue in dispute, the Parties may then pursue their respective remedies at law or equity.

10. **RIGHT OF ENTRY:** Client grants to C/E, and, if the Project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by C/E, its employees, agents, and subcontractors for the purpose of providing the Services. If C/E is required to enter into access agreements with third parties to obtain access to property to perform the Services, such agreements must be consistent with the obligations imposed on C/E under this Agreement, and the Compensation, Schedule and terms and conditions of this Agreement shall be subject to equitable adjustment to reflect additional obligations imposed thereunder. If the provisions of any written access agreement between Client and the property owner require the Client's agents, such as C/E, name the property owner as an additional insured than the obligation shall be incorporated into this Agreement.

11. **HAZARDOUS SUBSTANCES:** All nonhazardous samples and by-products from sampling processes in connection with the Services shall be disposed of by C/E in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, hazardous materials, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with applicable law by C/E and turned over to Client for appropriate shipping and disposal. C/E shall not arrange or otherwise dispose of Hazardous Substances in connection with this Agreement. C/E, at Client's request, may assist Client in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but C/E shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. If Client insists upon the signing of such manifests by C/E's agents or employees, such signing shall be as Client's agent so that C/E will not be considered to be a generator, transporter, or disposer of such Hazardous Substances, and Client shall indemnify C/E against any claim or loss resulting from such signing and from C/E's non-negligent handling of Hazardous Substances. If unanticipated Hazardous Substances or conditions are encountered, C/E may suspend work for safety reasons until mutually agreeable arrangements are made, which may involve amendments to this Agreement.

12. **CONFIDENTIALITY:** C/E will maintain as confidential any documents or information provided by Client and will not release, distribute, or publish same or C/E's test results to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

13. USE OF DOCUMENTS: Provided that C/E has been fully paid for the Services, Client shall have the right to use the documents, maps, photographs, drawings, and specifications resulting from C/E's efforts on the Project. Reuse of any such materials by Client on any extension of this Project or any other Project without C/E's written authorization shall be at Client's sole risk. C/E shall have the right to retain copies of all such materials. C/E retains the right of ownership with respect to any intellectual property rights such as, but not limited to, patentable concepts or copyrightable materials arising from its Services. Work products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification, or may be draft or incomplete work products, electronic documents provided by C/E are furnished solely for convenience and only those professional work products in hard-copy format bearing C/E's signature or professional stamp may be relied upon by Client or other recipients. Client may perform acceptance tests or procedures regarding electronic versions of final documents (not drafts) for a period of sixty (60) days after transmission. Any errors detected on electronic versions of such final documents within the 60-day acceptance period will be corrected by C/E at no additional charge to Client.

14. CLIENT RESPONSIBILITY: In a timely manner Client shall: (1) provide C/E, in writing, all information relating to Client's requirements for the Project; (2) give C/E prompt written notice of any suspected deficiency in the Services; and (3) with reasonable promptness, provide required approvals and decisions. When the Services include on-site activities, Client shall also (4) correctly identify the location of subsurface structures, such as pipes, tanks, cables, and utilities; and (5) notify C/E of any potential hazardous substances or other health and safety hazards or conditions known to Client existing on or near the Project site.

15. DELAYS AND FORCE MAJEURE: In the event that C/E field or technical work is interrupted due to causes outside of its control, C/E's schedule for performance and compensation shall be equitably adjusted (in accordance with C/E's current Rate Schedule) for the additional labor, equipment, time, and other charges associated with maintaining its work force and equipment available during the interruption, and for such similar charges that are incurred by C/E for demobilization and subsequent remobilization.

Except for the foregoing provision, neither Party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other Party. Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either Party, make the applicable Service Order subject to termination for convenience or to renegotiation.

16. TERMINATION: Client may terminate all or any portion of the Services for convenience, at its option, by sending a written Notice to C/E. Either Party can terminate this Agreement or a Service Order for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent, has a receiver appointed, or makes a general assignment for the benefit of creditors. Termination for cause shall be effective twenty (20) days after receipt of a Notice of Termination, unless a later date is specified in the Notice. The Notice of Termination for cause shall contain specific reasons for termination, and both Parties shall cooperate in good faith to cure the causes for termination stated in the Notice. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay C/E upon invoice for services performed and charges incurred prior to termination, plus termination charges. Termination charges shall include, without limitation, the putting of Project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for cause, the Parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

17. ASSIGNMENTS: Neither Party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other Party.

18. VALIDITY, SEVERABILITY AND GOVERNING LAW: The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the Parties with regard to the provisions and that saves the validity and enforceability of the provision. This Agreement shall be governed by the laws of the place of the Project Site unless expressly provided otherwise in the Service Order. In the event that any provision or portion of this Agreement is held to be unenforceable or invalid the remaining provisions or portions shall remain in full force and effect.

19. NO THIRD-PARTY RIGHTS: This Agreement shall not create any rights or benefits to Parties other than Client and C/E. No third party shall have the right to rely on C/E's opinions rendered in connection with the Services without C/E's written consent which may be conditioned on the third party's agreement to be bound to acceptable conditions and limitations similar to this Agreement.

20. INTEGRATED WRITING: This Agreement constitutes a final and complete repository of the agreements between Client and C/E. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each Party.

21. NOTICES, SIGNATURES, AND AUTHORIZED REPRESENTATIVES: The following signatories of this Agreement are the Authorized Representatives of Client and C/E for the execution of this Agreement. Each Service Order shall set forth the name and address of the respective Authorized Representatives of the Parties for the administration of that Service Order. Any information or notices required or permitted under this Agreement or any Service Order shall be deemed to have been sufficiently given if in writing and delivered to the undersigned representative or any other Authorized Representative identified in the applicable Service Order. Notice given by mail shall also be transmitted electronically at the time of mailing.

IN WITNESS WHEREOF, the Parties hereby consent to the use and enforceability of electronic signatures in the course of their doing business and they have caused this Agreement to be executed by their duly authorized representatives, as follows:

**For Loudon County Solid Waste Disposal
Commission:**

For Geosyntec Consultants, Inc.:

By: _____

By: _____

Name:

Name:

Title:

Title:

Date of Signature:

Date of Signature:

NON-DISCRIMINATION AND AFFIRMATIVE ACTION - Required Disclosure for Projects Performed in US

C/E is an Equal Opportunity (EO) and Affirmative Action Employer and unless exempt, shall abide by the EO clauses set forth at 41 CFR §60-1.4(a), 41 CFR §60-250.5(a), 41 CFR §60-300.5(a), and 41 CFR §60-741.5(a). **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, creed, religion, color, sex, physical or mental disability, medical condition, genetic information, national origin, age, marital status, domestic partner status, sexual orientation, gender identity, citizenship status, weight, height, arrest record, protected veteran status or any other group status protected by law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, creed, religion, color, sex, physical or mental disability, medical condition, genetic information, national origin, age, marital status, domestic partner status, sexual orientation, gender identity, citizenship status, weight, height, arrest record, protected veteran status or any other group status protected by law.** We shall also abide by the provisions of, 41 CFR §61-250.10 and 41 CFR §61-300.10 (which relate to veterans' employment reports); and of 29 CFR Part 471, Appendix A to Subpart A (posting of employee notice). All of these clauses are incorporated by reference as terms and conditions of this agreement and are binding to Subcontractors/Vendors. Subcontractors/Vendors may be required to develop their own written affirmative action programs and/or otherwise comply with the regulations of 41 CFR Part 60.

Kevin C. Stevens

From: Blair, Tracy <blairt@loudoncounty-tn.gov>
Sent: Wednesday, June 07, 2017 10:15 AM
To: Steve Field
Subject: FW: Poplar Springs Invoices #5088 & 5089

Steve,

I have received invoices on Poplar Springs totaling \$22,727.54. The mayors of the three entities have approved payment and these are ready for your review and approval. Please let me know when you can stop by for this purpose.

Thanks!

*Tracy Blair, Budget Director
Loudon County Government
100 River Road #109
Loudon, TN 37774
Direct: 865-458-7352
blairt@loudoncounty-tn.gov*



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

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

**Monthly Operations Report
Matlock Bend Landfill
June 13, 2017**

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

- I. OPERATIONS**
 - A. Tonnage Report
 - B. Customer Reports
 - C. Inspection
 - D. Materials Classification Report
 - E. Waste Characterization Report
 - F. Tire Report
 - G. Blanket Special Waste Approval – Asbestos

- II. AIRSPACE UTILIZATION SCHEDULE**

- III. HOST & SECURITY FEES**

LANDFILL TONNAGE VOLUME
MONTH ENDING -
May 2017

MATLOCK BEND LANDFILL

MONTH	2016	2017	2016 TO 2016
JANUARY	13,035.08	15,336.42	2,301.34
FEBRUARY	13,619.92	14,991.58	1,371.66
MARCH	15,803.85	16,055.37	251.52
APRIL	14,569.65	14,472.05	(97.60)
MAY	14,994.10	16,123.28	1,129.18
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	72,022.60	76,978.70	4,956.10

**DAILY AVG FOR ANY
 RUNNING 30 DAY
 PERIOD** **513.87**

CITY OF LOUDON

MONTH	2016	2017	2016 TO 2016
JANUARY	312.87	374.21	61.34
FEBRUARY	346.21	316.79	(29.42)
MARCH	416.82	407.26	(9.56)
APRIL	366.91	368.89	1.98
MAY	383.35	446.12	62.77
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	1,826.16	1,913.27	87.11

LOUDON COUNTY

MONTH	2016	2017	2016 TO 2016
JANUARY	412.09	477.16	65.07
FEBRUARY	444.62	424.98	(19.64)
MARCH	513.60	498.94	(14.66)
APRIL	465.42	507.83	42.41
MAY	466.86	549.58	82.72
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	2,302.59	2,458.49	155.90

WASTE SERVICES OF TN

MONTH	2016	2017	2016 TO 2016
JANUARY	1,835.75	2,573.63	737.88
FEBRUARY	2,031.60	2,358.39	326.79
MARCH	2,387.63	2,521.29	133.66
APRIL	2,329.74	2,350.38	20.64
MAY	2,347.21	2,737.26	390.05
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	10,931.93	12,540.95	1,609.02

LENOIR CITY

MONTH	2016	2017	2016 TO 2016
JANUARY	260.26	320.21	59.95
FEBRUARY	296.65	280.52	(16.13)
MARCH	385.43	375.49	(9.94)
APRIL	342.75	345.90	3.15
MAY	343.73	385.74	42.01
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	1,628.82	1,707.86	79.04

TENNESSEE TRASH

MONTH	2016	2017	2016 TO 2016
JANUARY	2,152.03	3,735.96	1,583.93
FEBRUARY	2,264.75	3,572.92	1,308.17
MARCH	2,824.58	3,906.62	1,082.04
APRIL	2,841.02	3,800.78	959.76
MAY	2,927.00	4,370.78	1,443.78
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	13,009.38	19,387.06	6,377.68

LANDFILL TONNAGE VOLUME
MONTH ENDING -
May 2017

KIMBERLY CLARK - PAPER WASTE

MONTH	2016	2017	2016 TO 2016
JANUARY	4,649.89	4,389.45	(260.44)
FEBRUARY	4,671.47	4,197.85	(473.62)
MARCH	5,141.91	3,834.53	(1,307.38)
APRIL	4,797.68	3,145.34	(1,652.34)
MAY	4,941.64	3,846.17	(1,095.47)
JUNE			0.00
JULY			0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	24,202.59	19,413.34	(4,789.25)



STATE OF TENNESSEE
 DEPARTMENT OF ENVIRONMENT AND CONSERVATION
 DIVISION OF SOLID WASTE MANAGEMENT
 WILLIAM R. SNODGRASS TENNESSEE TOWER
 312 ROSA L. PARKS AVENUE, 14TH FLOOR
 NASHVILLE, TN 37243

SOLID WASTE DISPOSAL FACILITY EVALUATION

RESET
 PRINT

DATE 05/11/2017 TIME 10:00
 WEATHER 72°F Partially cloudy

SITE NAME Loudon County	REGISTRATION NUMBER SNL 53-0203	FACILITY <input checked="" type="checkbox"/> CLASS I <input type="checkbox"/> CLASS II <input type="checkbox"/> CLASS III <input type="checkbox"/> CLASS IV	PURPOSE <input checked="" type="checkbox"/> COMPLETE <input type="checkbox"/> COMPLAINT <input type="checkbox"/> FOLLOW UP <input type="checkbox"/> OTHER
PHYSICAL LOCATION 21712 Highway 72 North			
OWNER / OPERATOR Loudon County/Santek			

NVO AOC V1 V2 CODE	*NVO - NO VIOLATION OBSERVED	COMMENTS
1. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8010	INADEQUATE VECTOR CONTROL	
2. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8020	ACCESS NOT LIMITED TO OPERATING HOURS	
3. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8030	INADEQUATE ARTIFICIAL OR NATURAL BARRIER	
4. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8040	INADEQUATE INFORMATION SIGNS	
5. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8050	UNSATISFACTORY ACCESS ROAD(S) / PARKING AREA(S)	
6. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8060	CERTIFIED PERSONNEL NOT PRESENT DURING OPERATING HOURS	
7. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8070	UNAPPROVED SALVAGING OF WASTE	
8. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8080	EVIDENCE OF OPEN BURNING	
9. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8090	INADEQUATE FIRE PROTECTION	
10. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8110	UNSATISFACTORY LITTER CONTROL	
11. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8120	INADEQUATE EMPLOYEE FACILITIES	
12. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8130	NO COMMUNICATION DEVICES	
13. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8140	INADEQUATE OPERATING EQUIPMENT	
14. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8150	UNAVAILABILITY OF BACKUP EQUIPMENT	
15. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8160	UNAVAILABILITY OF COVER MATERIAL	8180
16. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8170	INADEQUATE MAINTENANCE OF RUNON / RUNOFF SYSTEM(S)	- may want to look at geomesh for steep slope erosion issues.
17. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8180	INADEQUATE EROSION CONTROL	
18. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8190	INADEQUATE DUST CONTROL	
19. <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> 8210	UNAUTHORIZED WASTE ACCEPTED	8210: Barrels observed in working face still marked flammable and coated on the interior surface.
20. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8220	UNAPPROVED SPECIAL WASTE ACCEPTED	
21. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8230	TIRES IMPROPERLY HANDLED	
22. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8240	MEDICAL WASTE IMPROPERLY HANDLED	
23. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8250	DEAD ANIMALS IMPROPERLY HANDLED	
24. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8270	WASHOUT OF SOLID WASTE	
25. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8280	NO PERMANENT BENCHMARK	

FD081616

NVO AOC V1 V2 CODE				*NVO - NO VIOLATION OBSERVED	COMMENTS
26.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8290 INADEQUATE RANDOM INSPECTION PROGRAM	<p>8350: - seep on upper eastern slope needs to be treated.</p>
27.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8300 MISHANDLING OF SPECIAL WASTE	
28.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8310 BUFFER ZONE STANDARD VIOLATED	
29.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8320 INADEQUATE MAINTENANCE OF LEACHATE MANAGEMENT SYSTEM	
30.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8330 LEACHATE IMPROPERLY MANAGED	
31.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8340 INADEQUATE LEACHATE COLLECTION SYSTEM	
32.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8350 LEACHATE OBSERVED AT THE SITE	
33.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8360 LEACHATE ENTERING RUNOFF	
34.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8370 LEACHATE ENTERING A WATER COURSE	
35.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8380 INADEQUATE GAS MIGRATION CONTROL SYSTEM	
36.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8390 INADEQUATE MAINTENANCE OF GAS MIGRATION CONTROL SYSTEM	
37.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8420 POTENTIAL FOR EXPLOSIONS OR UNCONTROLLED FIRES	
38.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8430 WASTE NOT CONFINED TO A MANAGEABLE AREA	
39.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8440 IMPROPER SPREADING OF WASTE	
40.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8450 IMPROPER COMPACTING OF WASTE	
41.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8460 UNSATISFACTORY INITIAL COVER	
42.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8470 UNSATISFACTORY INTERMEDIATE COVER	
43.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8480 UNSATISFACTORY FINAL COVER	
44.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8490 EXCESSIVE POOLING OF WATER	
45.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8510 UNSATISFACTORY STABILIZATION OF COVER	
46.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8520 DUMPING OF WASTE INTO WATER	
47.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8530 UNSATISFACTORY RECORDS OR REPORTS	
48.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8540 GROUNDWATER MONITORING SYSTEM IMPROPERLY MAINTAINED	
49.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8570 OPERATION DOES NOT CORRESPOND WITH ENGINEERING PLANS	
50.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8580 OPERATION DOES NOT CORRESPOND WITH PERMIT CONDITION(S)	
51.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8590 PERMIT, PLANS, OPERATION MANUAL NOT AVAILABLE	
52.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8610 NO OPERATING SCALES AND/OR FAILURE TO MAINTAIN WASTE RECORDS	

Paul Di

SIGNATURE OF PERSON INTERVIEWED

[Signature]

SIGNATURE OF INSPECTOR

11 MAY 17
DATE

Cheryl Dunson

From: Raymond Givens
Sent: Thursday, May 11, 2017 1:54 PM
To: Matt Dillard; Cheryl Dunson
Subject: FW: Drums found in waste stream

FYI

From: Lew Haynes [mailto:Lew.Haynes@tn.gov]
Sent: Thursday, May 11, 2017 1:40 PM
To: Raymond Givens <rgivens@santekenviro.com>
Cc: Ryan Miller <Ryan.Miller@tn.gov>; Revendra Awasthi <Revendra.Awasthi@tn.gov>
Subject: Drums found in waste stream

Ray,
I showed the pictures of the drums to our HAZMAT guys. They gave me a few pieces of knowledge: 1) These drums would not be considered RCRA empty, meaning that there is enough inside to incur liability if the material is hazardous; 2) The drums being marked flammable doesn't violate disposal laws, if the material is non-hazardous, 3) The special waste approval you have will cover the disposal in the landfill, as long as the waste adheres to the current permit letter, and again is non-hazardous. I thought you should know, if you have any questions please contact me.

V/R,



Lewis Haynes | Environmental Protection Specialist II
Solid Waste/Knoxville Field Office
3711 Middlebrook Pike, Knoxville TN 37921
p. 865-594-5464
lew.haynes@tn.gov
tn.gov/environment
<http://www.tennessee.gov/environment/article/efo-knoxville>

Cheryl Dunson

From: Raymond Givens
Sent: Thursday, May 11, 2017 11:28 AM
To: Matt Dillard; Cheryl Dunson
Cc: Summer Allen
Attachments: IMG_20170511_0004.pdf

We had 2 AOC- one was for a leachate seep that we were headed to repair while he was here, the other one was for stickers on 55 gallon drums from Malibu Boats. We are approved to take them but the stickers need to be removed from the generator. He said he would be calling them on the issue and I will be sending them back if they come in again with the stickers on them. Thanks

Materials Classification Report
Matlock Bend Landfill
Monthly Tonnage Summary May 2017

Material	Tonnage	2015 Sludge %		2016 Sludge %	
MSW		January	2%	January	4%
		February	3%	February	3%
		March	3%	March	4%
		April	1%	April	3%
		May	2%	May	4%
		June	1%	June	2%
		July	5%	July	2%
		August	2%	August	3%
		September	2%	September	2%
		October	2%	October	3%
		November	3%	November	3%
		December	5%	December	3%
MSW	<u>11,432</u>				
Special Waste					
Other	4,080				
Ash	0				
Sludge	<u>612</u>				
Total Special Waste	<u><u>4,692</u></u>				
Total MSW & SW	16,123				
Tires	24				
Total Material	<u><u>16,147</u></u>				
% MSW	<u><u>71%</u></u>				
% Special Waste	<u><u>29%</u></u>				
% Sludge	<u><u>4%</u></u>				

2017 Sludge %	
January	5%
February	8%
March	8%
April	7%
May	4%
June	0%
July	0%
August	0%
September	0%
October	0%
November	0%
December	0%

**2016-2017 Matlock Bend
Landfill Tire Report**

Month	Tonnage
Jul-16	28.68
Aug-16	34.04
Sep-16	35.55
Oct-16	36.32
Nov-16	41.63
Dec-16	19.39
Jan-17	29.73
Feb-17	15.29
Mar-17	39.47
Apr-17	54.92
May-17	18.61
Jun-17	
Total (tons)	353.63



State of Tennessee
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
KNOXVILLE ENVIRONMENTAL FIELD OFFICE
3711 MIDDLEBROOK PIKE
KNOXVILLE, TENNESSEE 37921-6538

May 12, 2017

Mr. Steve Field, Chair
Loudon County Solid Waste Commission
100 River Road # 106
Loudon, Tennessee 37774

RE: BLANKET APPROVAL – Calendar Year 2017 Acceptance of Asbestos
Loudon County Matlock Bend Class I Landfill, SNL 53-0203

Dear Mr. Field:

In accordance with the request received from Santek Environmental, LLC, the managing operator of the Landfill, to receive, manage and dispose of asbestos, the Division hereby grants the blanket approval through the end of 2017. Disposal of asbestos must be in accordance with previously approved procedure and Divisional Policy for this waste type.

If you have any questions, please do not hesitate to contact me at (865) 594-5474.

Sincerely,

Handwritten signature of Paula Plont in black ink.

Paula Plont
Environmental Consultant
Knoxville Field Office

Handwritten signature of Revendra Awasthi in blue ink.

Revendra Awasthi
Environmental Field Office Manager
Knoxville Field Office

cc: DSWM NCO via electronic mail
Matlock Bend Landfill

Matlock Bend Landfill - Module I-A 2017 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)
		15,550		1.07		
Sept. 15, 2016	517,724	-	-	-	-	-
Sept. 16 - 30, 2016	-	2,301	A	1.07	2,462	515,262
October	-	16,097	A	1.07	17,224	498,038
November	-	16,532	A	1.07	17,689	480,348
December	-	15,079	A	1.07	16,134	464,214
January '17	-	15,172	A	1.07	16,234	447,980
February	-	14,970	A	1.07	16,018	431,962
March	-	16,055	A	1.07	17,179	414,783
April	-	14,472	A	1.07	15,485	399,297
May	-	16,123	A	1.07	17,252	382,046
June	-	15,550	P	1.07	16,639	365,407
July	-	15,550	P	1.07	16,639	348,768
August	-	15,550	P	1.07	16,639	332,130
September	-	15,550	P	1.07	16,639	315,491
October	-	15,550	P	1.07	16,639	298,852
November	-	15,550	P	1.07	16,639	282,214
December	-	15,550	P	1.07	16,639	265,575

¹ = Remaining airspace based on September 15, 2016 aerial survey.

Full Date

April-2019

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 = 1.24 cy/ton)

Tonnage for Past 3 Months

March	16,055
April	14,472
May	16,123
Average	15,550

cc: Tim
Matt
Cheryl
Ron
Chris
Raymond
Jason
Andy

SANTEK



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

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

June 12, 2017

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 May 1, 2017 to May 31, 2017:

Host Fees (Greater of below) –	
Total Tip Fees Billed	\$328,009.47
Host Fee Percentage	<u>4.00%</u>
	\$ 13,120.38
Minimum Fee	<u>\$ 10,652.00</u>
Security Fees (Greater of below) –	
Total Tonnage Received	16,123.28
Rate per ton	<u>\$ 1.00</u>
Total	\$ 16,123.28
Total Tip Fees Billed	\$328,009.47
Security Fee Percentage	<u>5.00%</u>
	\$ 16,400.48

Our checks in payment of the above fees have been remitted to the above address for the Commission. Should you have any questions or need additional information, please let me know.

Sincerely,

Mark Mathys
Corporate Controller