

AGENDA
LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION
April 9, 2019
6:30 p.m.
LOUDON COUNTY COURTHOUSE ANNEX
Loudon, Tennessee

1. Opening of Meeting, Pledge of Allegiance, Invocation
2. Approval of Minutes – March 12, 2019
3. Items of Public Concern
4. Cash Activity Report
5. Operations Report
6. Contract Modification Update
7. Poplar Springs Update
8. Attorney’s Report
9. Chairman’s Report
10. Other Items of Commission’s Consideration
11. Adjourn

Loudon County Department of Accounts and Budgets
Solid Waste Disposal Fund 207
Monthly Financial Report
March 2019

February 2019 Combined Ending Cash Balance per Monthly Report		3,722,946.91
Adjustments:		
Investment Income	1,421.55	
Trustee's Commission	<u>(177.98)</u>	
Total Adjustments		<u>1,243.57</u>
Adjusted February 2019 Combined Ending Balance per Loudon Co Trustee		<u><u>3,724,190.48</u></u>

Solid Waste Disposal Commission Operating Fund

Operating Fund Ending Balance February 2019		3,660,753.90
Cash Receipts:		
Trustee's Collections - Prior Year	0	
Surcharge - Host Fees (Feb 2019)	10,841.68	
Surcharge - Security Fees (Feb 2019)	13,688.99	
Investment Income	<u>0.00</u>	
Total Monthly Revenue		24,530.67
Cash Disbursements:		
Board & Committee Members Fees	(350.00)	
Social Security	(3.10)	
Employer Medicare	(0.73)	
Audit Services (Mitchell Emert & Hill)		
Contracts with Private Agencies (Santek)		
Engineering Services (Santek)		
Legal Services (Kennerly February 2019)	(2,500.00)	
Legal Notices		
Other Contracted Services (Mowing)		
Contributions (Loudon Utilities - Quarterly)		
Building & Content Insurance		
In-Service/Staff Development		
Trustee's Commission		
Total Cash Disbursements		<u>(2,853.83)</u>
Expenditure Credit:		
Trustee Commission Adjustment		<u>0.00</u>
<u>Operating Fund Ending Balance March 2019</u>		<u><u>3,682,430.74</u></u>

Poplar Springs Subfund

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

TOTAL COMBINED OPERATING AND POPLAR SPRINGS MARCH 2019 BALANCE **3,745,867.32**

Combined Summary - March 2019		
Beginning Balance		3,724,190.48
Plus Operating Revenue		24,530.67
Less Operating and Poplar Springs Disbursements		<u>(2,853.83)</u>
TOTAL COMBINED BALANCE - MARCH 2019		<u><u>3,745,867.32</u></u>

NOTE: Accounting Dept did not have Trustee's March 2019 report at time of preparation.
This report will be updated upon receipt of it.



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

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

Monthly Operations Report
Matlock Bend Landfill
April 9, 2019

Presented by:
Santek Environmental, Inc.

I. OPERATIONS

- A. Tonnage Report
- B. Customer Report
- C. Inspection
- D. Materials Classification Report
- E. Waste Characterization Report
- F. Tire Report
- G. Module "E" Base Grade

II. AIRSPACE UTILIZATION SCHEDULE

III. HOST & SECURITY FEES

**LANDFILL TONNAGE VOLUME
MONTH ENDING -
FEBRUARY 2019**

MATLOCK BEND LANDFILL

MONTH	2018	2019	2018 TO 2019
JANUARY	15,858.64	13,578.63	(2,280.01)
FEBRUARY	13,865.56	11,770.32	(2,095.24)
MARCH	15,779.17	13,291.24	(2,487.93)
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	45,503.37	38,640.19	(6,863.18)

**DAILY AVG FOR ANY
RUNNING 30 DAY
PERIOD 443.04**

LOUDON COUNTY

MONTH	2018	2019	2018 TO 2019
JANUARY	471.26	489.09	17.83
FEBRUARY	419.40	437.25	17.85
MARCH	496.17	527.14	30.97
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	1,386.83	1,453.48	66.65

**DAILY AVG FOR 22.5
DAY PERIOD 590.72**

LENOIR CITY

MONTH	2018	2019	2018 TO 2019
JANUARY	311.92	359.51	47.59
FEBRUARY	294.51	310.75	16.24
MARCH	353.46	364.95	11.49
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	959.89	1,035.21	75.32

CITY OF LOUDON

MONTH	2018	2019	2018 TO 2019
JANUARY	363.15	434.56	71.41
FEBRUARY	344.19	367.36	23.17
MARCH	371.66	434.95	63.29
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	1,079.00	1,236.87	157.87

WASTE SERVICES OF TN

MONTH	2018	2019	2018 TO 2019
JANUARY	2,437.61	2,912.60	474.99
FEBRUARY	2,331.36	2,545.03	213.67
MARCH	2,635.18	2,954.94	319.76
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	7,404.15	8,412.57	1,008.42

TENNESSEE TRASH

MONTH	2018	2019	2018 TO 2019
JANUARY	3,854.46	5,184.96	1,330.50
FEBRUARY	3,518.63	4,252.39	733.76
MARCH	4,121.81	5,009.22	887.41
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	11,494.90	14,446.57	2,951.67

**LANDFILL TONNAGE VOLUME
MONTH ENDING -
FEBRUARY 2019**

KIMBERLY CLARK - PAPER WASTE

MONTH	2018	2019	2018 TO 2019
JANUARY	5,057.39	0.00	(5,057.39)
FEBRUARY	3,563.87	0.00	(3,563.87)
MARCH	4,234.12	0.00	(4,234.12)
APRIL			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	12,855.38	0.00	(12,855.38)

Follow Up Inspection

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

**CLASS I
FACILITY**

SITE			DATE	TIME	WEATHER
Matlock Bend SNL530000203 Hwy 72			20190321	09:30	50s cloudy
INSPECTOR				EFO	
PJM <u>u</u>				KNOX	

*SEE DISCLAIMER ON LAST PAGE

VIOLATION	REGULATION	OBSERVATION			
		NVO	AOC	V1	V2

BUFFER ZONE STANDARDS FOR SITING LANDFILLS

8310	BUFFER ZONE STANDARD VIOLATED	0400-11-01-.04(3)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS						
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COLLECTED LEACHATE

8330	LEACHATE IMPROPERLY MANAGED	0400-11-01-.04(4)(a)8(i-iii)	?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS	Outbreaks being repair collected and managed.					
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8340	INADEQUATE LEACHATE COLLECTION SYSTEM	0400-11-01-.04(4)(a)7	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS						
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COMMUNICATIONS

8130	NO COMMUNICATION DEVICES	0400-11-01-.04(2)(f)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS						
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COVER MATERIAL

8160	UNAVAILABILITY OF COVER MATERIAL.	0400-11-01-.04(2)(h)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS						
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DEAD ANIMALS

8250	DEAD ANIMALS IMPROPERLY HANDLED	0400-11-01-.04(2)(k)5.(ii) (I-III)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS						
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DUST CONTROL

8190	INADEQUATE DUST CONTROL	0400-11-01-.04(2)(j)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS						
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DUTY TO PROVIDE INFORMATION

*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
DUTY TO PROVIDE INFORMATION						
8530	UNSATISFACTORY RECORDS OR REPORTS	0400-11-01-.02(5)(a)7 TCA 68-211-862(a)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8590	PERMITS, PLANS, OPERATING MANUAL NOT AVAILABLE	0400-11-01-.02(5)(a)(7)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
FIRE SAFETY						
8080	EVIDENCE OF OPEN BURNING	0400-11-01-.04(2)(c)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8090	INADEQUATE FIRE PROTECTION	0400-11-01-.04(2)(c)2	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS All systems up to date.						
GAS MIGRATION CONTROL STANDARDS						
8380	INADEQUATE GAS MIGRATION CONTROL SYSTEM	0400-11-01-.04(5)(a)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8390	INADEQUATE MAINTENANCE OF GAS MIGRATION CONTROL SYSTEM	0400-11-01-.04(5)(a)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
GENERAL FACILITY STANDARDS						
8010	INADEQUATE VECTOR CONTROL	0400-11-01-.04(2)(a)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8020	ACCESS NOT LIMITED TO OPERATING HOURS	0400-11-01-.04(2)(a)4	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8030	INADEQUATE ARTIFICIAL OR NATURAL BARRIER	0400-11-01-.04(2)(b)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						

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VIOLATION		REGULATION	OBSERVATION	
			NVO	AOC V1 V2
GENERAL FACILITY STANDARDS				
8040	INADEQUATE INFORMATION SIGNS	0400-11-01-.04(2)(b)2 TCA 68-211-703(h)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8050	UNSATISFACTORY ACCESS ROAD(S)/PARKING AREA(S)	0400-11-01-.04(2)(b)3	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8060	CERTIFIED PERSONNEL NOT PRESENT DURING OPERATING HOURS	0400-11-01-.04(2)(b)5	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8070	UNAPPROVED SALVAGING OF WASTE	0400-11-01-.04(2)(b)6	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
LITTER CONTROL				
8110	UNSATISFACTORY LITTER CONTROL	0400-11-01-.04(2)(d)	?	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS Working on litter pickup. Need focus on north property boundary				
OPERATING EQUIPMENT				
8140	INADEQUATE OPERATING EQUIPMENT	0400-11-01-.04(2)(g)	?	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS Compactor being repaired. Using bulldozers for compaction temporarily				
8150	UNAVAILABILITY OF BACKUP EQUIPMENT	0400-11-01-.04(2)(g)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
OVERALL PERFORMANCE STANDARD				
8270	WASHOUT OF SOLID WASTE	0400-11-01-.04(2)(a)(3)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8320	INADEQUATE MAINTENANCE OF LEACHATE MANAGEMENT SYSTEM (INSPECTOR TO CHECK AND RECORD LEACHATE LEVELS AT EVERY LANDFILL SUMP)	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(a)7	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS New pump to be installed in Sump #1.				

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VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
OVERALL PERFORMANCE STANDARD						
8350	LEACHATE OBSERVED AT THE SITE	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(a)6,	?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS	All collected and being managed/repaired.					
8360	LEACHATE ENTERING RUN-OFF	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(a)6	?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8370	LEACHATE ENTERING A WATER COURSE	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(a)6	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8420	POTENTIAL FOR EXPLOSIONS OR UNCONTROLLED FIRES	0400-11-01-.04(2)(a)2 0400-11-01-.04(5)(a)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8490	EXCESSIVE POOLING OF WATER	0400-11-01-.04 (2)(a)3 0400-11-01-.04(8)(c)4(iii)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8520	DUMPING OF WASTE INTO WATER	0400-11-01-.04 (2)(a)3	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
PERMANENT BENCHMARK						
8280	NO PERMANENT BENCHMARK	0400-11-01-.04(2)(o)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
PERSONNEL SERVICES						
8120	INADEQUATE EMPLOYEE FACILITIES	0400-11-01-.04(2)(e)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
PROPER OPERATION AND MAINTENANCE						
8540	GROUNDWATER MONITORING SYSTEM IMPROPERLY MAINTAINED	0400-11-01-.02(5)(a)4	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						

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VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
RANDOM INSPECTION PROGRAM						
8290	INADEQUATE RANDOM INSPECTION PROGRAM	0400-11-01-.04(2)(s)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS	Reviewed records.					
RECORDS OF ORIGIN AND AMOUNT OF SOLID WASTE						
8610	NO OPERATING SCALES AND/OR FAILURE TO MAINTAIN WASTE RECORDS	TCA 68-211-862(a)(b)(1)(2)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
RUN-ON, RUN-OFF, AND EROSION CONTROL						
8170	INADEQUATE MAINTENANCE OF RUN-ON/RUN-OFF SYSTEM(S)	0400-11-01-.04(2)(i)1-5 0400-11-01-.04(8)(c)4(i)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8180	INADEQUATE EROSION CONTROL	0400-11-01-.04(2)(i)6 0400-11-01-.04(8)(c)4(ii)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
SPECIAL WASTE APPROVAL PROCESS						
8300	MISHANDLING OF SPECIAL WASTE	0400-11-01-.01(4)(d)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
UNLAWFUL METHODS OF DISPOSAL						
8570	OPERATION DOES NOT CORRESPOND WITH ENGINEERING PLANS (EVALUATE AND RECORD THE APPROXIMATE INTERIOR AND EXTERIOR SLOPE OF THE LANDFILL)	TCA 68-211-104(3) TCA 68-211-105(b)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8580	OPERATION DOES NOT CORRESPOND WITH PERMIT CONDITIONS	TCA 68-211-104(3) 0400-11-01-.02(5)(a)(1)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
WASTE HANDLING AND COVER STANDARDS						
8430	WASTE NOT CONFINED TO A MANAGEABLE AREA	0400-11-01-.04(6)(a)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						

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VIOLATION		REGULATION	OBSERVATION NVO AOC V1 V2
WASTE HANDLING AND COVER STANDARDS			
8440	IMPROPER SPREADING OF WASTE	0400-11-01-.04(6)(a)2	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
8450	IMPROPER COMPACTING OF WASTE	0400-11-01-.04(6)(a)2	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
8460	UNSATISFACTORY INITIAL COVER	0400-11-01-.04(6)(a)3 0400-11-01-.04(6)(a)5	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
8470	UNSATISFACTORY INTERMEDIATE COVER	0400-11-01-.04(6)(a)4 0400-11-01-.04(6)(a)5	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
8480	UNSATISFACTORY FINAL COVER	0400-11-01-.04(6)(a)6 0400-11-01-.04(8)(c)4	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
8510	UNSATISFACTORY STABILIZATION OF COVER	0400-11-01-.04(6)(a)5,6	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
WASTE RESTRICTIONS			
8210	UNAUTHORIZED WASTE ACCEPTED	0400-11-01-.04(2)(k)1 0400-11-01-.04(2)(k)6	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
8220	UNAPPROVED SPECIAL WASTE ACCEPTED	0400-11-01-.01(4)(b) 0400-11-01-.01(4)(c)5	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			

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VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
WASTE RESTRICTIONS						
8230	TIRES IMPROPERLY HANDLED	0400-11-01-.04(2)(k)3.(i)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
8240	MEDICAL WASTE IMPROPERLY HANDLED	0400-11-01-.04(2)(k)4.(i-iv)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						

LEACHATE LEVELS

10.5" and 11.4' in 24" deep sumps.

**Disclaimer: The information contained in these documents (checklists/notes, etc.) is not intended to be all inclusive and is subject to change. These documents are intended solely for use by DSWM staff. These documents are not a substitute for evaluation of compliance in accordance with applicable laws and regulations. These documents are not intended for, nor can they be relied upon, to create any rights, substantive or procedural, enforceable or useable by any party in litigation with the State of Tennessee or its employees.*

Compliance Date

LOCK Form

SAVE FORM

ADDITIONAL COMMENTS

Materials Classification Report
Matlock Bend Landfill
Monthly Tonnage Summary March 2019

Material	Tonnage	2016 Sludge %		2017 Sludge %	
MSW		January	4%	January	5%
MSW		February	3%	February	8%
MSW		March	4%	March	8%
MSW		April	3%	April	7%
MSW		May	4%	May	4%
MSW		June	2%	June	2%
MSW		July	2%	July	3%
MSW		August	3%	August	4%
MSW		September	2%	September	7%
MSW		October	3%	October	8%
MSW		November	3%	November	6%
MSW		December	3%	December	5%
Special Waste					
Other					
Other					
Ash					
Ash					
Sludge					
Sludge					
Total Special Waste					
Total Special Waste					
Total MSW & SW					
Total MSW & SW					
Tires					
Tires					
Total Material					
Total Material					
% MSW					
% MSW					
% Special Waste					
% Special Waste					
% Sludge					
% Sludge					

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

**2018-2019 Matlock Bend
Landfill Tire Report**

Month	Tonnage
Jul-18	52.58
Aug-18	33.02
Sep-18	35.27
Oct-18	85.69
Nov-18	18.25
Dec-18	41.53
Jan-19	29.23
Feb-19	21.62
Mar-19	48.06
Apr-19	
May-19	
Jun-19	
Total (tons)	365.25



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

February 22, 2019

Ron Vail, P. E.
Executive V. P. of Engineering
Santek Waste Service, LLC
650 25th Street, N.W., Suite 100
Cleveland, Tennessee 37311

RE: Minor Permit Modification Request -Approved
Module E Base Grade Minor Modification
Matlock Bend Class I Landfill- Loudon County SNL 53-0203

Dear Mr. Vail:

The Division of Solid Waste Management has reviewed the Module E Base Grade minor permit modification initially received on December 19, 2018 with the latest revisions presented on February 20, 2019. The Division hereby approves the minor permit modification for the Module E. The revisions include desired increased liner slope along the northeast portion thereby providing enhanced gradient for leachate towards the discharge point as well as improving piping cleanouts for the system. This modification did not increase airspace. Please inform the field office when the any of this project work is scheduled to enable site visits.

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

Sincerely,

Handwritten signature of Paula Plont in blue ink.

Paula Plont
Environmental Consultant
Division of Solid Waste Management

Handwritten signature of Revendra Awasthi in blue ink.

Revendra Awasthi
Environmental Field Office Manager
Division of Solid Waste Management

cc: DSWM NCO via electronic email
Justin Givens, Landfill Manager, Stantek

Matlock Bend Landfill - Module I-B 2019 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)
		12,912		1.44		
May 7, 2018	315,103	-	-	-	-	-
May 8 - 30, 2018	-	10,420	A	1.44	15,004	300,099
June	-	12,717	A	1.44	18,312	281,786
July	-	12,354	A	1.44	17,790	263,996
August	-	13,666	A	1.44	19,679	244,317
September	-	11,173	A	1.44	16,089	228,228
October	-	12,609	A	1.44	18,157	210,071
November	-	12,489	A	1.44	17,984	192,087
December	-	11,930	A	1.44	17,179	174,908
January '19	-	13,605	A	1.44	19,591	155,317
February	-	11,798	A	1.44	16,989	138,328
March	-	13,333	A	1.44	19,200	119,128
April	-	12,912	P	1.44	18,593	100,534
May	-	12,912	P	1.44	18,593	81,941
June	-	12,912	P	1.44	18,593	63,348
July	-	12,912	P	1.44	18,593	44,754
August	-	12,912	P	1.44	18,593	26,161
September	-	12,912	P	1.44	18,593	7,567
October	-	12,912	P	1.44	18,593	0
November	-	12,912	P	1.44	18,593	0
December	-	12,912	P	1.44	18,593	0

¹ = Remaining airspace based on May 7, 2018 aerial survey.

Full Date

October-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 = 1.22 cy/ton)

* Annual utilization rate is 1.06 but using historical annual new cell utilization factor of 1.44

Tonnage for Past 3 Months

January	13,605
February	11,798
March	13,333
Average	12,912

cc: Tim
Matt
Ben
Ron
Justin
Jason
Mark

SANTEK



WasteServices

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

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

April 8, 2019

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

Dear Steve:

Pursuant to Section 10.6 and 10.7 of the Sanitary Landfill Operation Agreement between Loudon and Santek as of July 1, 2007, Santek agreed to pay the Commission a host fee and security fee as defined in the Agreement. The following recap reflects the calculation for the period March 1, 2019 to March 31, 2019:

Host Fees (Greater of below) –	
Total Tip Fees Billed	\$308,320.60
Host Fee Percentage	<u>3.96%</u>
	\$ 12,209.50
Minimum Fee	<u>\$ 10,560.00</u>
Security Fees (Greater of below) –	
Total Tonnage Received	13,291.24
Rate per ton	\$ <u>1.00</u>
Total	\$ 13,291.24
Total Tip Fees Billed	\$308,320.60
Security Fee Percentage	<u>5.00%</u>
	\$ 15,416.03

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

Sincerely,

Mark C. Mathys
Vice President of Finance & Corporate Controller

Second Amendment Spreadsheet Analysis Summary
April 3, 2019

Santek has completed a sensitivity analysis on the Second Amendment spreadsheet, created by Geosyntec, and shared our analysis with Geosyntec to address our concerns. The Security Fee spreadsheet has many variables, and the analysis results indicate that the spreadsheet is overly sensitive to several factors. The partial closure schedule, annual tonnage intake, interest rate on the security fee fund account, TDEC's annual CPI, the 2027 target fund account balance, and 2034 fund account goal, appear to be the major drivers in the spreadsheet.

In Santek's review of the spreadsheet calculations, we only derived at one scenario that kept the security fee less than \$2.00/per ton throughout the remainder of the current contract, and through the proposed contract extension ending 2034. There were many scenarios where the fee escalated above Santek's comfort level. In summary, Santek is not comfortable with the calculation and proposes a different approach.

In order to eliminate the unknown variables, Santek proposes to modify the contract to include provisions for Santek to operate the landfill through the life of a proposed 53-acre footprint rather than a fixed date. In consideration of this approach, Santek is willing to continue paying the LCSWDC the current \$1.00/ton security fee and bond the landfill's closure cost.

Santek will be responsible for all landfill closure. Santek will partially close the landfill and reduce the closure bond amount accordingly. This bond would be used by the LCSWDC to support their closure financial obligations so they would not have any unfunded closure obligation on the commencement date of the second amendment contract extension.

The existing security fee fund of approximately \$2.1M along with the additional \$1.00/ton security fee and any interest earned would be used to support the LCSWDC post closure obligation. Santek believes this fund would cover all post closure obligations once the closure bond is in place.

**Santek Life of ~53 Acre Landfill Calculation
Loudon Closure Through Module 4A
2019 Dollars - Fund Existing Security Fee**

Utilization Factor	1.22	CY/TN
Projected Tons	172,538	tns (5/8/18 - 6/30/19)
Closure	\$136,767	\$/AC
Post Closure	\$50,802	\$/AC
Total Footprint	52.7	Acres
Santek Partial Closure	52.7	Acres
Remaining Closure	0.0	Acres
LCSWDC Required Funding	\$0	

As of May 7, 2018		As of July 1, 2019
Rem. Airspace	Rem. Tons	Rem. Tons
3,541,821	2,903,132	2,730,594

LCSWDC Liabilities

Total Closure Liability	\$0
Total PC Liability	\$2,677,265
Total Liability	\$2,677,265
LCSWDC Fund Balance	\$2,131,828
Net Liability	\$545,437

Existing Security Fee (\$/Ton):	\$1
Remaining Tons Funded:	\$2,730,594

Estimated Fund Balance w/o Intrest at end of contract:	\$4,862,422
Estimated Fund Surplus w/o Intrest at end of contract:	\$2,185,157

Santek Partial Closure Cost	\$7,207,620.90	Total Santek Bond
Santek Internal Partial Closure Cost	\$2.64	Per Ton

PC Security Fee + Santek Partial Closure Cost	\$3.64 Per Ton
--	-----------------------

Bond requirements will go down with partial closure.
At current projected tonnages Santek estimates the landfill will last until Dec. 2035.

**SECOND AMENDMENT TO
SANITARY LANDFILL OPERATION AGREEMENT**

THIS SECOND AMENDMENT TO SANITARY LANDFILL OPERATION AGREEMENT (this "Second Amendment") is entered into as of the ___ day of April, 2019, by and between the **Loudon County Solid Waste Disposal Commission** ("Commission"), a public entity created by an Intergovernmental Agreement among the City of Lenoir City, the City of Loudon and Loudon County, Tennessee dated March 1, 1993, and **Santek Environmental, Inc.** ("Contractor"), a Tennessee corporation with its principal place of business at 650 25th Street N.W., Cleveland, Tennessee 37311.

RECITALS

A. The parties have previously entered into a certain Sanitary Landfill Operation Agreement dated as of July 1, 2007, as amended by that certain First Amendment to Sanitary Operation Agreement dated as of March 1, 2015 (collectively, the "Agreement"), which concerns the operation of the Commission's Subtitle D sanitary landfill known as the Matlock Bend Sanitary Landfill located on Highway 72 in Loudon, Tennessee (the "Landfill").

B. The parties desire to modify and amend the terms of the Agreement pursuant to the following provisions.

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

1. The Agreement is amended by adding Exhibit B to this Second Amendment as Exhibit B to the Agreement, and Section 3.1 of the Agreement is amended by adding the following provision to the end of the section:

In addition to the foregoing, Contractor agrees to submit to TDEC a major permit modification to the Landfill Permit (the "Major Permit Modification"), and the Commission agrees to timely support and cooperate with the Contractor's efforts to obtain TDEC approval for the Major Permit Modification. The Major Permit Modification shall include the following modifications:

- (a) The permitted airspace will include a lateral expansion of approximately 13 acres, which brings the revised total footprint of the permitted landfill area to approximately 53 acres.
- (b) The maximum permitted elevation will be shown as 1,125 ft. msl.
- (c) A cell construction and grading plan substantially consistent with the plan prepared by the Contractor and shown in Exhibit B attached to this Agreement, which achieves a maximum constructed elevation of 1,093 ft. msl. At no time during the term of this Agreement shall the

constructed landfill grades exceed elevation of 1,093 ft. msl, unless authorized in writing by the Commission.

- (d) Any interim closure (“phased closure”) actions required to by TDEC during the term of this Agreement and prior to final Closure of the Landfill.

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

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

3.5 Agreement Period.

- (a) This Agreement shall be effective upon execution by the parties hereto. The Contractor shall commence the Work on or before the Commencement Date, and this Agreement shall be for a term ending on June 30, 2027; provided, that upon the issuance of the Major Permit Modification, the term of this Agreement is automatically extended for an additional period ending on the date that all space of the Landfill reaches full permitted waste capacity; provided further, that in no event shall the extended term of this Agreement go beyond December 31, 2044, unless mutually agreed upon in writing by the Commission and Contractor.

- 3. The Agreement is hereby amended by attaching Exhibit C to the Second Amendment, and Section 5.6 of the Agreement is amended by inserting a new sentence to subsection (a) immediately after the existing first sentence, which new sentence reads as follows:

Commission shall take any and all actions necessary to provide Contractor access to and the right to use soils from the real property adjacent to the Landfill (the “Adjacent Property”) and more particularly identified on Exhibit C to this Agreement. The soils from the Adjacent Property will be provided by the Commission to the Contractor without charge or other cost or assessment. However, soils from the Adjacent Property shall be used only for cover and Landfill operations by the Contractor at the Landfill. Prior to obtaining soils from the Adjacent Property, the Contractor shall prepare a grading plan to show the approximate excavation sequence and an Erosion and Sediment Control (the “ES&C”) Plan for this area. The Contractor shall submit the proposed final grading topography, the ES&C Plan, and the interim and final vegetation plan to the Commission for its approval, which shall not be unreasonably withheld or untimely given, before any grading and excavation commences on the Adjacent Property. The Contractor shall be responsible for obtaining all permits and for all costs related to operation and stabilization of the Adjacent Property.

4. Section 5.7 of the Agreement is hereby amended by inserting a new sentence to subsection (a) immediately after the existing first sentence, which new sentence reads as follows:

[This Amended Section will address the particular requirements for Contractor to implement an acceptable pressurized wheel wash system at the Landfill by an agreed date certain and to enhance the requirement that Contractor maintain all Access Roads within one-quarter mile of the gate to the Landfill free from litter, debris, sediment, and other foreign material].

5. Section 8.2 of the Agreement is amended herein by deleting the entirety of Section 8.2 of the Agreement and substituting in lieu thereof the following:

8.2 Closure/Post-Closure Care of Existing Landfill

(a) During the term of this Agreement and prior to the issuance of the Major Permit Modification, the Contractor shall only be responsible for compliance with any phased Closure requirements during the term of this Agreement and not the final Closure for the Landfill. For purposes of this Agreement, final Closure is the date on which all permittable air space of the Landfill has been permitted, filled to capacity, and the Landfill Permit expires, terminates or is otherwise surrendered. Assuming proper closure of all cells in the Landfill filled prior to the Commencement Date, the Contractor shall also be responsible for compliance with Post-Closure Care for all closed portions of the Landfill and the Closed Landfill during the term of this Agreement.

(b) During the term of this Agreement, upon and after the issuance of the Major Permit Modification, and subject to the terms of this Agreement, the Contractor shall be responsible for final Closure of the Landfill upon the end of the term of this Agreement due to the natural expiration of the operational life of the Landfill (i.e., utilization of all permitted airspace) or December 31, 2044, whichever occurs first. During the term of this Agreement, Contractor shall perform any phased Closure actions required prior to final Closure by TDEC pursuant to the Major Permit Modification.

(c) During the term of this Agreement, the Contractor shall be responsible for compliance with Post-Closure Care for the Phase I portion of the Landfill and all portions of the Landfill closed during the term of this Agreement pursuant to any TDEC-approved phased closure schedule included in the Major Permit Modification. After the term of this Agreement, the Commission shall assume any and all responsibility for Post-Closure Care. Notwithstanding the foregoing, except as may be provided by Subsection 12.3(a), in no event shall Contractor be responsible for the investigation and/or remediation under any federal, state or local law,

including without limitation the federal and state "superfund," hazardous waste, air pollution or water pollution laws.

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

8.3 Financial Assurances. The Commission acknowledges that the financial assurance obligations under the Solid Waste Laws for Closure and Post-Closure Care of the Landfill are the responsibility of the Commission, which with the pledge of the County's share of state taxes is, and shall remain, in compliance with the state requirements relating to closure and Post-Closure Care security. Notwithstanding the Contractor's obligations under Section 8.2 of this Agreement, the Commission shall continue to meet such annual financial assurance obligations with the State during the term of this Agreement.

In consideration of such Commission obligations, the Contractor will provide the Commission directly with financial assurance for the performance by the Contractor of its final Closure obligations under Subsection 8.2(b) hereinabove ("Closure Assurance"); such Closure Assurance amount shall be determined by utilizing the TDEC approved closure costs (excluding Post-Closure Care costs). Contractor shall be entitled to select in its sole discretion the methods and/or instruments of financial assurance to be provided to the Commission to satisfy such financial assurance obligations, and Contractor may from time to time change and/or substitute such methods and/or instruments; provided, that the form of any financial assurance instrument provided from time to time by the Contractor to the Commission pursuant to this section shall be reasonably acceptable to the Commission. Notwithstanding the foregoing, the Commission agrees that the Contractor may meet its financial assurance requirements under this provision by providing the Commission with a performance bond from an insurance company authorized to transact business in the State of Tennessee. The performance bond shall be renewed annually, and in an amount equal to the TDEC approved closure costs (excluding Post-Closure Care costs) provided, that Contractor may replace such bond or other financial assurance mechanism more frequently than annually to reflect a reduction in such Closure costs as a result of any phased Closure activities performed by Contractor. In this case, the Contractor's Closure obligation would be the TDEC approved closure cost (excluding Post-Closure Care costs) divided by the number of acres represented in the such TDEC approved closure cost, multiplied by the actual number of acres remaining to be closed. After the Contractor has performed any and/or all of its final Closure obligations for the Landfill under this Agreement, Contractor may immediately cancel or terminate any and all bonds, letters of credit or other similar instruments provided to the Commission by Contractor.

7. Section 10.6 of the Agreement is amended for Host Fees accruing on and after the first day of the month following the date of this Amendment, as follows:

10.6 Host Fees. The Contractor shall pay the Commission a per ton host fee (the "Host Fee") for all Solid Waste disposed of at the Landfill during the remaining term of this Agreement in a fixed-percentage amount equal to five and one-half percent (5.5%) of the tipping fees received by Contractor, provided, that the percentage rate of such Host Fee shall not change throughout the term of this Agreement, and provided further that the aggregate amount of each monthly payment to the Commission for Host Fees shall not be less than \$10,560.00. Host Fees shall be paid to the Commission on or before the 20th day of the following month for which they are due. Notwithstanding the foregoing, the Contractor shall not pay a Host Fee for waste disposed of at the Landfill pursuant to the Commission's Reserved Rights unless specifically provided for by a subsequent written agreement between the Commission and Contractor.

8. Except as amended herein, all other terms, covenants and conditions of the Agreement shall remain in full force and effect and are hereby reaffirmed by the parties.

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

**LOUDON COUNTY SOLID WASTE
DISPOSAL COMMISSION**

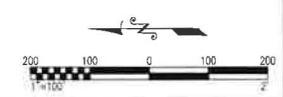
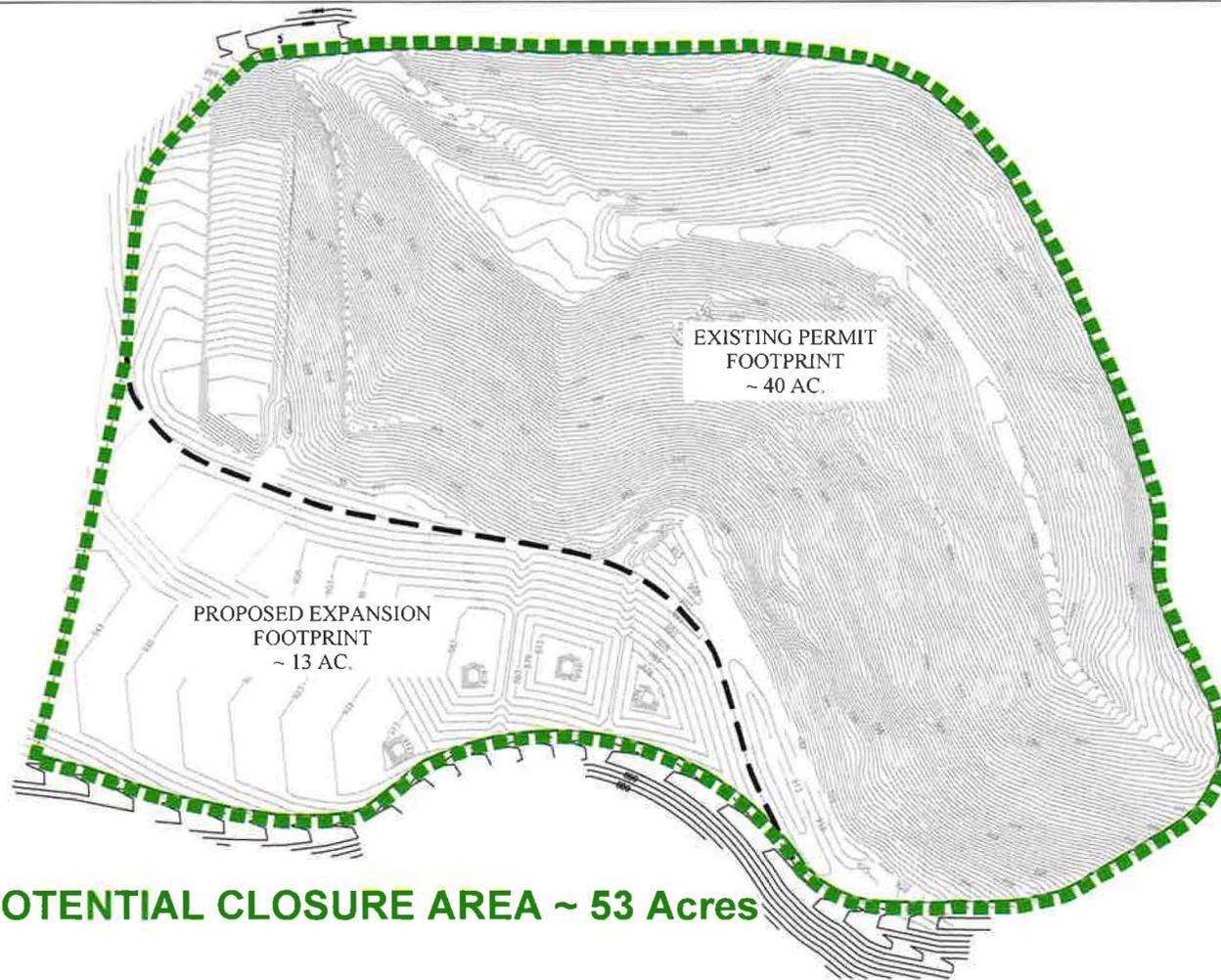
By: _____
Steve M. Field, Chair

SANTEK ENVIRONMENTAL, INC.

By: _____
Joseph T. Watts, President

EXHIBIT B

[Attach Contractor's cell construction and grading plan]



				MAJOR PERMIT MODIFICATION FOOTPRINT			DATE: 11/11/2011 DRAWN BY: [blank] CHECKED BY: [blank] APPROVED BY: [blank] DATE: 11/11/2011		B EXHIBIT
				MATLOCK BEND LANDFILL LOUDON COUNTY, TENNESSEE					
REV	DATE	DESCRIPTION	BY						

EXHIBIT C

[Description of Commission Soil Property]



- NOTES:**
1. SANTEK PROJECTS IT WILL NEED $\approx 1,100,000$ CY OF SOIL TO OPERATE THE LANDFILL THROUGH THE PROPOSED CONTRACT EXTENSION (2032).
 2. A SOIL EXCAVATION DEPTH OF 20 FEET WAS ASSUMED TO GET THE SOIL USAGE AREAS. EACH 5 YEAR AREA IS APPROXIMATELY 11.4 ACRES.
 - A. $1,100,000 \text{ CY} \div 1,613 \text{ CY/AC-FT} \div 20 \text{ FT} \approx 34 \text{ AC.}$
 - B. $34 \text{ AC} \div 3 \text{ AREAS} = 11.4 \text{ AC/AREA.}$
 3. SOIL USAGE WILL VARY YEAR BY YEAR WITH ACTUAL SOIL EXCAVATION DEPTH, OPERATIONAL AND CONSTRUCTION NEEDS. THEREFORE, THE AREAS OF EXCAVATION CAN VARY.



LCSWDC SOIL PROPERTY

MATLOCK BEND LANDFILL
LOUDON COUNTY, TENNESSEE

DRAWN BY: JW	SCALE: AS NOTED	DATE: 6/12/18
CHECKED BY: RV	APPROVED BY: RV	



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

C
EXHIBIT