

AGENDA
LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION
October 15, 2019
6:30 p.m.
LOUDON COUNTY BUILDING
Loudon, Tennessee

1. Opening of Meeting, Pledge of Allegiance, Invocation
2. Approval of Minutes – September 10, 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 Cash Report
September 2019

August 2019 Combined Ending Cash Balance per Monthly Report		3,876,952.75
Adjustments:		
Less August 2019 Trustee Commission	(107.64)	
	0.00	
Total Adjustments		(107.64)
Adjusted August 2019 Combined Ending Balance per Loudon Co Trustee		3,876,845.11

Solid Waste Disposal Commission Operating Fund

Operating Fund Ending Balance August 2019		3,813,408.53
Cash Receipts:		
Trustee's Collections - Prior Year	0	
Surcharge - Host Fees (August 2019)	10,560.00	
Surcharge - Security Fees (August 2019)	12,926.07	
Investment Income	17,425.04	
Total Monthly Revenue		40,911.11
Cash Disbursements:		
Board & Committee Members Fees	(300.00)	
Social Security		
Medicare		
Audit Services (Mitchell Emert & Hill)		
Contracts with Private Agencies (Santek)		
Engineering Services (Santek)		
Consultants (<i>Geosyntec</i>)	(2,523.50)	
Legal Services (August 2019)	(2,500.00)	
Legal Notices		
Other Contracted Services		
Water/Sewer (<i>Loudon Utilities</i>)		
Building & Content Insurance		
In-Service/Staff Development		
Trustee's Commission	0.00	
Total Cash Disbursements		(5,323.50)
Expenditure Credit:		
Trustee Commission Adjustment		0.00
<u>Operating Fund Ending Balance September 2019</u>		3,848,996.14

Poplar Springs Subfund

Poplar Springs Subfund Balance August 2019		63,436.58
Cash Receipts:		
Total Monthly Revenue	0.00	0.00
Cash Disbursements:		
Poplar Springs Consultants (<i>FY 2018 Enc.</i>)	0.00	
Poplar Springs Legal Services	0.00	
Total Cash Disbursements		0.00
<u>Poplar Springs Subfund Balance September 2019</u>		63,436.58

TOTAL COMBINED OPERATING AND POPLAR SPRINGS SEPTEMBER 2019 BALANCE **3,912,432.72**

Combined Summary - September 2019		
Beginning Balance		3,876,845.11
Plus Operating Revenue		40,911.11
Less Operating and Poplar Springs Disbursements		(5,323.50)
TOTAL COMBINED BALANCE - SEPTEMBER 2019		3,912,432.72



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
October 15, 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

- II. AIRSPACE UTILIZATION SCHEDULE**

- III. HOST & SECURITY FEES**

- IV. SECOND AMENDMENT DRAFTS**

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

MATLOCK BEND LANDFILL

MONTH	2018		2019		2018 TO 2019	
	2018	2019	2018	2019	2018	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	15,147.53	14,140.50	(1,007.03)			
MAY	13,276.58	14,366.28	1,089.70			
JUNE	12,717.37	9,827.56	(2,889.81)			
JULY	12,353.95	10,975.46	(1,378.49)			
AUGUST	13,665.82	10,202.83	(3,462.99)			
SEPTEMBER	11,142.60	10,883.70	(258.90)			
OCTOBER			0.00			
NOVEMBER			0.00			
DECEMBER			0.00			
TOTAL	123,807.22	109,036.52	(14,770.70)			

**DAILY AVG FOR ANY
RUNNING 30 DAY
PERIOD** **362.79**

LOUDON COUNTY

MONTH	2018		2019		2018 TO 2019	
	2018	2019	2018	2019	2018	2019
JANUARY	471.26	489.09	17.83			
FEBRUARY	419.40	437.25	17.85			
MARCH	496.17	527.14	30.97			
APRIL	524.80	523.08	(1.72)			
MAY	515.70	520.19	4.49			
JUNE	506.85	527.77	20.92			
JULY	551.73	581.24	29.51			
AUGUST	525.59	505.05	(20.54)			
SEPTEMBER	456.20	468.00	11.80			
OCTOBER			0.00			
NOVEMBER			0.00			
DECEMBER			0.00			
TOTAL	4,467.70	4,578.81	111.11			

**DAILY AVG FOR 22.5
DAY PERIOD** **483.72**

LENOIR CITY

MONTH	2018		2019		2018 TO 2019	
	2018	2019	2018	2019	2018	2019
JANUARY	311.92	359.51	47.59			
FEBRUARY	294.51	310.75	16.24			
MARCH	353.46	364.95	11.49			
APRIL	368.49	399.46	30.97			
MAY	410.46	421.45	10.99			
JUNE	348.15	376.08	27.93			
JULY	391.93	464.25	72.32			
AUGUST	390.42	423.47	33.05			
SEPTEMBER	338.04	362.91	24.87			
OCTOBER			0.00			
NOVEMBER			0.00			
DECEMBER			0.00			
TOTAL	3,207.38	3,482.83	275.45			

CITY OF LOUDON

MONTH	2018		2019		2018 TO 2019	
	2018	2019	2018	2019	2018	2019
JANUARY	363.15	434.56	71.41			
FEBRUARY	344.19	367.36	23.17			
MARCH	371.66	434.95	63.29			
APRIL	427.07	450.53	23.46			
MAY	442.51	481.49	38.98			
JUNE	412.21	464.46	52.25			
JULY	431.11	549.23	118.12			
AUGUST	432.46	461.07	28.61			
SEPTEMBER	381.35	419.83	38.48			
OCTOBER			0.00			
NOVEMBER			0.00			
DECEMBER			0.00			
TOTAL	3,605.71	4,063.48	457.77			

WASTE SERVICES OF TN

MONTH	2018		2019		2018 TO 2019	
	2018	2019	2018	2019	2018	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	2,721.66	3,275.88	554.22			
MAY	2,902.00	3,419.31	517.31			
JUNE	2,707.31	3,100.54	393.23			
JULY	2,822.88	3,406.12	583.24			
AUGUST	2,816.39	3,323.31	506.92			
SEPTEMBER	2,389.80	3,047.17	657.37			
OCTOBER			0.00			
NOVEMBER			0.00			
DECEMBER			0.00			
TOTAL	23,764.19	27,984.90	4,220.71			

TENNESSEE TRASH

MONTH	2018		2019		2018 TO 2019	
	2018	2019	2018	2019	2018	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	4,469.98	5,315.21	845.23			
MAY	4,912.76	5,341.05	428.29			
JUNE	4,503.72	0.00	(4,503.72)			
JULY	4,825.80	0.00	(4,825.80)			
AUGUST	5,062.65	3.31	(5,059.34)			
SEPTEMBER	4,170.33	4.72	(4,165.61)			
OCTOBER			0.00			
NOVEMBER			0.00			
DECEMBER			0.00			
TOTAL	39,440.14	25,110.86	(14,329.28)			

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

KIMBERLY CLARK - PAPER WASTE

MONTH	2018		2019		2018 TO 2019
	2018	2019	2018	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	3,071.82		0.00		(3,071.82)
MAY	0.00		0.00		0.00
JUNE	0.00		0.00		0.00
JULY	0.00		0.00		0.00
AUGUST	0.00		0.00		0.00
SEPTEMBER	0.00		0.00		0.00
OCTOBER					0.00
NOVEMBER					0.00
DECEMBER					0.00
TOTAL	15,927.20		0.00		(15,927.20)

Initial Inspection

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

**CLASS I
FACILITY**

SITE	DATE	TIME	WEATHER
Loudon County Landfill SNL530000203 21712 Highway 72 North Loudon	20190925	10:57	75, sun
			EFO 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"/>
COMMENTS						

COLLECTED LEACHATE

8330	LEACHATE IMPROPERLY MANAGED	0400-11-01-.04(4)(a)8(i-iii)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS							

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"/>
COMMENTS							

COMMUNICATIONS

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

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"/>
COMMENTS							

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"/>
COMMENTS							

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"/>
COMMENTS							

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"/>	<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"/>	<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"/>	<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"/>	<input type="checkbox"/>
COMMENTS							
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"/>	<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"/>	<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"/>	<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"/>	<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"/>	<input type="checkbox"/>
COMMENTS							

*SEE DISCLAIMER ON LAST PAGE

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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS							
OPERATING EQUIPMENT							
8140	INADEQUATE OPERATING EQUIPMENT	0400-11-01-.04(2)(g)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS							
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	EXPOSED 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							

*SEE DISCLAIMER ON LAST PAGE

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 checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
8360	LEACHATE ENTERING RUN-OFF	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(a)6	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input 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"/> <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"/> <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"/> <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"/> <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"/> <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"/> <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"/> <input type="checkbox"/>
COMMENTS			

*SEE DISCLAIMER ON LAST PAGE

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"/> <input type="checkbox"/>
COMMENTS			
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"/> <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"/> <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"/> <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"/> <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"/> <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"/> <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"/> <input type="checkbox"/>
COMMENTS			

*SEE DISCLAIMER ON LAST PAGE

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			

*SEE DISCLAIMER ON LAST PAGE				
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"/> <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"/> <input type="checkbox"/>
COMMENTS				

LEACHATE LEVELS

Sump was a t 11.7"

**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.*

SAVE FORM

Follow-Up Inspection Date

Inspector Name

Ryan Miller

Digitally signed by Ryan Miller
DN: cn=Ryan Miller, o=TDEC, ou=DSWM, email=ryan.miller@tn.gov, c=US
Date: 2015.09.25 15:23:58 -0400

Materials Classification Report
Matlock Bend Landfill
Monthly Tonnage Summary September 2019

Material	Tonnage	2016 Sludge %		2017 Sludge %	
MSW					
MSW	<u>8,589</u>	January	4%	January	5%
		February	3%	February	8%
		March	4%	March	8%
		April	3%	April	7%
		May	4%	May	4%
		June	2%	June	2%
		July	2%	July	3%
		August	3%	August	4%
		September	2%	September	7%
		October	3%	October	8%
		November	3%	November	6%
		December	3%	December	5%
Special Waste					
Other	1,844				
Ash	0				
Sludge	<u>452</u>				
Total Special Waste	<u><u>2,295</u></u>				
Total MSW & SW	10,884				
Tires	32				
Total Material	<u><u>10,916</u></u>				
% MSW	<u>79%</u>				
% Special Waste	<u>21%</u>				
% Sludge	<u>4%</u>				
		2018 Sludge %		2019 Sludge %	
		January	4%	January	5%
		February	4%	February	5%
		March	5%	March	4%
		April	6%	April	4%
		May	8%	May	3%
		June	9%	June	6%
		July	6%	July	5%
		August	4%	August	4%
		September	2%	September	4%
		October	2%	October	
		November	5%	November	
		December	5%	December	

2019 Loudon MSW and Special Waste Analysis

Material	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MSW	12,367	10,080	11,642	12,329	12,452	8,152	8,766	7,554	8,589				91,930
Special Waste	1,212	1,691	1,649	1,811	1,914	1,676	2,210	2,648	2,295				17,106
Tires	26	28	42	38	32	35	38	36	32				307
Total	13,605	11,798	13,333	14,178	14,398	9,863	11,013	10,239	10,916	0	0	0	109,343
%													
MSW	91%	85%	87%	87%	86%	83%	80%	74%	79%				84%
Special Waste	9%	14%	12%	13%	13%	17%	20%	26%	21%				16%
Total	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	0%	0%	100%

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)
		10,767		1.49		
May 6, 2019	121,828	-	-	-	-	-
May 7 - 31, 2019	-	11,657	A	1.49	17,368	104,460
June	-	9,863	A	1.49	14,696	89,764
July	-	11,013	A	1.49	16,409	73,354
August	-	10,767	A	1.49	16,043	57,312
September	-	10,916	A	1.49	16,265	41,047
October	-	10,767	P	1.49	16,043	25,004
November	-	10,767	P	1.49	16,043	8,962
December	-	10,767	P	1.49	16,043	0
January '20	-	10,767	P	1.49	16,043	0
February	-	10,767	P	1.49	16,043	0
March	-	10,767	P	1.49	16,043	0
April	-	10,767	P	1.49	16,043	0
May	-	10,767	P	1.49	16,043	0
June	-	10,767	P	1.49	16,043	0
July	-	10,767	P	1.49	16,043	0
August	-	10,767	P	1.49	16,043	0
September	-	10,767	P	1.49	16,043	0
October	-	10,767	P	1.49	16,043	0
November	-	10,767	P	1.49	16,043	0
December	-	10,767	P	1.49	16,043	0

¹ = Remaining airspace based on May 6, 2019 aerial survey.

Full Date

December-2019

² = Projected tonnages are based on a 3 month average.

³ = Utilization rate based on the annual utilization rate per October 27, 2008 construction meeting (Avg. Utilization = 1.22 cy/ton)

Tonnage for Past 3 Months

July	11,013
August	10,372
September	10,916
Average	10,767

cc: Tim
Matt
Ben
Ron
Justin
Jason
Mark

**2019-2020 Matlock Bend
Landfill Tire Report**

Month	Tonnage
Jul-19	18.69
Aug-19	48.10
Sep-19	49.21
Oct-19	
Nov-19	
Dec-19	
Jan-20	
Feb-20	
Mar-20	
Apr-20	
May-20	
Jun-20	
Total (tons)	116

SANTEK



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

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

October 14, 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 September 1, 2019 to September 30, 2019:

Host Fees (Greater of below) –	
Total Tip Fees Billed	\$273,910.20
Host Fee Percentage	<u>3.96%</u>
	\$ 10,846.84
Minimum Fee	<u>\$ 10,560.00</u>
Security Fees (Greater of below) –	
Total Tonnage Received	10,883.70
Rate per ton	<u>\$ 1.00</u>
Total	<u>\$ 10,883.70</u>
Total Tip Fees Billed	\$273,910.20
Security Fee Percentage	<u>5.00%</u>
	<u>\$ 13,695.51</u>

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

Sincerely,

Mark C. Mathys
Vice President of Finance & Corporate Controller

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 September, 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 this 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 26.6 acres, which brings the revised total footprint of the permitted landfill area to approximately 67.2 acres. However, Contractor shall only be authorized to fill the 53 acre portion of the Landfill shown in Exhibit B during the term of the Agreement (the “Amended Footprint”). The remaining permitted airspace of approximately 14.2 acres will not be constructed for waste disposal during the term of the Agreement (the “Unconstructed Footprint”).
- (b) The maximum permitted elevation will be shown as 1,125 ft. msl.

- (c) A cell construction and grading plan will be developed that is 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) A phased Closure plan and implementation timeline will be developed by Contractor and approved by the Commission before submittal to TDEC as part of the Major Permit Modification. TDEC's approval of the phased Closure plan will be considered a requirement of the Major Permit Modification during the term of this Agreement and will be implemented prior to final Closure of the Landfill. The phased Closure plan submitted by Contractor to TDEC for approval will be substantially consistent with the plan prepared by the Contractor and shown in Exhibit D attached to this Agreement.

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 of the Agreement is amended herein by deleting the entirety of clauses (a) and (b) and substituting the following clause (a):

3.5 Agreement Period.

- (a) This Agreement shall be effective upon execution 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 permitted waste disposal airspace contained within the Amended Footprint of the Landfill shown in Exhibit B reaches full permitted waste capacity; provided further, that in no event shall the extended term of this Agreement go beyond December 31, 2038, unless mutually agreed upon in writing by the Commission and Contractor.

Existing clause (c) shall remain as written in Section 3.5 but is re-designated to be referenced as clause (b).

- 3. The Agreement is hereby amended by attaching Exhibit C to this 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 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 Second Amendment. The soils from the Adjacent Property will be provided by the Commission to the Contractor without charge. However, soils from the Adjacent Property shall be used only for cover and Landfill operations by the Contractor at the Landfill. Prior to obtaining any soils from any portion of the Adjacent Property, the Contractor shall submit a grading plan to show the location and sequence of proposed excavation and also submit 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 and TDEC for their written approval, 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.

Section 5.7 of the Agreement is amended herein by deleting the entirety of Section 5.7 and substituting in lieu thereof the following

- (a) The Contractor shall maintain and keep free of litter, runoff, dirt, mud, debris, and other foreign material all areas within the Landfill and on all Access Roads thereto within one-quarter mile of the gate to the Landfill. Contractor shall be solely responsible for maintaining the Landfill and all Access Roads thereto in a clean, vector-free, and sanitary condition. Contractor shall further be solely responsible for compliance with all TDEC Rules and Regulations regarding controlling litter, runoff, debris, and other foreign material within the Landfill and on all Access Roads thereto. The Contractor shall furnish, maintain, and use dust control equipment.
- (b) In addition to the foregoing efforts to eliminate litter, runoff, debris, and other foreign material from the Landfill roads and Access Roads and to reduce the generation of dust in the operation of the Landfill, Contractor shall construct and implement, at its sole expense, a pressurized wheel wash system that is approved by TDEC and which meets all applicable TDEC regulations on or before the end of 2020.. Such wheel wash system shall be substantially similar in form, quality, and performance specifications to the engineered wheel wash system depicted on Exhibit D to this Second Amendment. Contractor shall ensure that all traffic existing the Landfill fully utilizes the wheel wash system before accessing any Landfill Access Roads.

- 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, the Contractor shall be responsible, at its sole expense, for compliance with the phased Closure

plan required by TDEC in the Major Permit Modification. As part of the phased Closure plan required by TDEC in the Major Permit Modification, Contractor shall close cells identified as Module(s) C, D, and G within one hundred eighty (180) days after construction of Module 2. Module(s) A, F, and portions of Module E shall be closed within one hundred eighty (180) days after the commencement of construction of Module 4. Module(s) B, portions of Module E, and portions of Modules 1 and 2 shall be closed within one hundred eighty (180) days after the commencement of construction of Module 5. Module(s) H, and portions of Modules 3 and 4 shall be closed within one hundred eighty (180) days after the commencement of construction of Module 6. Assuming proper closure of all cells in the Landfill filled prior to the Commencement Date, the Contractor shall also be responsible, at its sole expense, for compliance with Post-Closure Care for all closed portions of the Landfill and the Closed Landfill during the term of this Agreement.

(b) The Contractor shall be responsible for completing, at its sole expense, final Closure of all portions of the Amended Footprint of the Landfill shown in Exhibit B within one hundred eighty (180) days following the end of the term of this Agreement due to the natural expiration of the operational life of the Amended Footprint of the Landfill(i.e., utilization of all permitted airspace) or December 31, 2038, whichever occurs first.

(c) During the term of this Agreement, the Contractor shall be responsible, at its sole expense, for compliance with Post-Closure Care for the Phase I portion of the Landfill and all portions of the Landfill closed during the term of this Agreement pursuant to the TDEC-approved phased Closure plan required by the Major Permit Modification. After the term of this Agreement, the Commission shall assume any and all remaining responsibility for Post-Closure Care of the Landfill.

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, 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 its annual financial assurance obligations with the State during the term of this Agreement. However, pursuant to TDEC Solid Waste Management Rules 0400-11-01-.03(2) and (3), the Commission shall not have any financial assurance obligations to TDEC relative to the 14.2 acres of the Unconstructed Footprint during the term of the

Agreement. In accordance with TDEC regulations, financial assurance obligations for the Unconstructed Footprint shall not commence until the Commission notifies TDEC in writing that a new cell for solid waste disposal located therein is constructed and ready to accept waste.

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 (the "Closure Assurance") in a manner and form approved by the Commission. Such Closure Assurance amount shall be determined by utilizing the TDEC approved closure costs (excluding Post-Closure Care costs). Contractor shall meet its financial assurance requirements under this provision by providing the Commission with a performance bond, at its sole expense, from an insurance company authorized to transact business in the State of Tennessee, approved by TDEC, and which maintains a bond rating of at least AA. The performance bond provided by Contractor will be issued in lieu of the County's pledge of its share of State taxes to TDEC and the Commission will be the named beneficiary of such performance bond along with the State of Tennessee in the event that the Contractor defaults on its obligation to complete all required Closure of the Landfill. This performance bond shall be issued by an authorized insurance company in compliance with TDEC Solid Waste Management Rule 0400-11-01-.03. 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 renew such performance bond more frequently than annually to reflect a reduction in such Closure costs as a result of any phased Closure activities performed by Contractor. In this case, the Contractor's ongoing Closure financial assurance obligation would be to maintain such performance bond in the amount of the TDEC approved Closure cost (excluding Post-Closure Care costs) for the actual number of acres remaining in the Amended Footprint of the Landfill to be closed. After the Contractor has performed all of its final Closure obligations for the Landfill under this Agreement, as verified in writing by both the Commission and TDEC, 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 herein by deleting the entirety of this Section and substituting in lieu thereof the following:

10.6 Host Fees. On and after the first day of the month following the execution of this Second Amendment throughout the term of the Agreement, the Contractor shall pay the Commission a per ton host fee (the "Host Fee") for all Solid Waste disposed of at the Landfill in a fixed-percentage amount equal to five and one-half percent (5.5%) of the tipping

fees received by Contractor, provided, 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]

EXHIBIT C

[Description of Commission Soil Property]

EXHIBIT D

[Attach Contractor's phased Closure plan]

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 September, 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 ~~this~~ 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 26.6 acres, which brings the revised total footprint of the permitted landfill area to approximately 67.2 acres. However, Contractor shall only be authorized to fill the 53 acre portion of the Landfill shown in Exhibit B during the term of the Agreement (the “Amended Footprint”). The remaining permitted airspace of approximately 14.2 acres will not be constructed for waste disposal during the term of the Agreement (the “Unconstructed Footprint”).
- (b) The maximum permitted elevation will be shown as 1,125 ft. msl.

(c) A cell construction and grading plan will be developed that is 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 plan and implementation timeline will be developed by Contractor and approved by the Commission before submittal to.”) actions required to by TDEC as part of the Major Permit Modification. TDEC’s approval of the phased Closure plan will be considered a requirement of the Major Permit Modification -during the term of this Agreement and will be implemented prior to final Closure of the Landfill. The phased Closure plan submitted by Contractor to TDEC for approval will be substantially consistent with the plan prepared by the Contractor and shown in Exhibit D attached to this Agreement.

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 of the Agreement is amended herein by deleting the entirety of ~~Section 3.5~~ clauses (a) and (b) ~~of the Section, and renumbering clause (c) to clause (b),~~ and substituting ~~in lieu of existing clauses (a) and (b)~~ the following clause (a):

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 permitted waste disposal airspace contained within the Amended Footprint of the Landfill shown in Exhibit B reaches full permitted waste capacity; provided further, that in no event shall the extended term of this Agreement go beyond December 31, 2038, unless mutually agreed upon in writing by the Commission and Contractor.

Existing clause (c) shall remain as written in Section 3.5 but is re-designated to be referenced as clause (b).

3. The Agreement is hereby amended by attaching Exhibit C to ~~this~~ 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 Second Amendment 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 any soils from any portion of the Adjacent Property, the Contractor shall submit ~~prepare~~ a grading plan to show the location and sequence of proposed approximate excavation sequence and also submit 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 and TDEC for their written 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 amended herein by deleting the entirety of Section 5.7 and substituting in lieu thereof the following 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:~~

~~(a) The Contractor shall maintain and keep free of litter, runoff, dirt, mud, debris, and other foreign material all areas within the Landfill and on all Access Roads thereto within one-quarter mile of the gate to the Landfill. Contractor shall be solely responsible for maintaining the Landfill and all Access Roads thereto in a clean, vector-free, and sanitary condition. Contractor shall further be solely responsible for compliance with all TDEC Rules and Regulations regarding controlling litter, runoff, debris, and other foreign material within the Landfill and on all Access Roads thereto. The Contractor shall furnish, maintain, and use dust control equipment.~~

~~(a)(b) In addition to the foregoing efforts to eliminate litter, ~~and runoff~~, debris, and other foreign material ~~from~~ the Landfill roads and Access Roads and to reduce the generation of dust in the operation of the Landfill, Contractor shall construct and implement, at its sole expense, propose a pressurized wheel wash system that is approved by TDEC and which meets all applicable TDEC regulations for approval by TDEC on or before the end of 2020, ~~which is designed to meet the requirements of the Solid Waste Laws. Upon approval by TDEC, such wheel wash system shall be~~~~

promptly implemented by Contractor. Such wheel wash system shall be substantially similar in form, quality, and performance specifications to the engineered wheel wash system depicted on Exhibit D to this Second Amendment. Contractor shall ensure that all traffic existing the Landfill fully utilizes the wheel wash system before accessing any Landfill Access Roads.

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, at its sole expense, for compliance with ~~the any~~ phased Closure plan requirements required by TDEC in the Major Permit Modification, during the term of this Agreement and not the final Closure for the Landfill. As part of the phased Closure plan required by TDEC in the Major Permit Modification, Contractor shall close cells identified as Module(s) C, D, and G within one hundred eighty (180) days after construction of Module 2. Module(s) A, F, and portions of Module E shall be closed within one hundred eighty (180) days after the commencement of construction of Module 4. Module(s) B, portions of Module E, and portions of Modules 1 and 2 shall be closed within one hundred eighty (180) days after the commencement of construction of Module 5. Module(s) H, and portions of Modules 3 and 4 shall be closed within one hundred eighty (180) days after the commencement of construction of Module 6. ~~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, at its sole expense, 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 completing, at its sole expense, final Closure of all portions of the Amended Footprint of the Landfill shown in Exhibit B within one hundred eighty (180) days following upon the end of the term of this Agreement due to the natural expiration of the operational life of the Amended Footprint of the Landfill

(i.e., utilization of all permitted airspace) or December 31, 2038, 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, at its sole expense, for compliance with Post-Closure Care for the Phase I portion of the Landfill and all portions of the Landfill closed during the term of this Agreement pursuant to ~~the~~any TDEC-approved phased ~~C~~losure plan required by schedule included in the Major Permit Modification. After the term of this Agreement, the Commission shall assume any and all remaining responsibility for Post-Closure Care of the Landfill. ~~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 ~~its~~such annual financial assurance obligations with the State during the term of this Agreement. However, pursuant to TDEC Solid Waste Management Rules 0400-11-01-.03(2) and (3), the Commission shall not have any financial assurance obligations to TDEC relative to the 14.2 acres of the Unconstructed Footprint during the term of the Agreement. In accordance with TDEC regulations, financial assurance obligations for the Unconstructed Footprint shall not commence until the Commission notifies TDEC in writing that a new cell for solid waste disposal located therein is constructed and ready to accept waste.

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 (the "Closure Assurance") in a manner and form approved by the Commission; ~~S~~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 shall~~ may meet its financial assurance requirements under this provision by providing the Commission with a performance bond, at its sole expense, from an insurance company authorized to transact business in the State of Tennessee, approved by TDEC, and which maintains a bond rating of at least AA. The performance bond provided by Contractor will be issued in lieu of the County's pledge of its share of State taxes to TDEC and the Commission will be the named beneficiary of such performance bond along with the State of Tennessee in the event that the Contractor defaults on its obligation to complete all required Closure of the Landfill. —This performance bond shall be issued by an authorized insurance company in compliance with TDEC Solid Waste Management Rule 0400-11-01-.03. 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 ~~renew~~replace such performance 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 ongoing Closure financial assurance obligation would be to maintain such performance bond in the amount of ~~the TDEC approved C~~losure cost (excluding Post-Closure Care costs) for the actual number of acres remaining in the Amended Footprint of the Landfill to be closed, 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, as verified in writing by both the Commission and TDEC, 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 herein by deleting the entirety of this Section and substituting in lieu thereof the following~~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. On and after the first day of the month following the execution of this Second Amendment throughout the term of the Agreement, tThe 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]

EXHIBIT C

[Description of Commission Soil Property]



EXHIBIT D

[Attach Contractor's phased Closure plan]