

AGENDA
LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION
November 12, 2019
6:30 p.m.
LOUDON COUNTY BUILDING
Loudon, Tennessee

1. Opening of Meeting, Pledge of Allegiance, Invocation
2. Approval of Minutes – October 15, 2019
3. Items of Public Concern
4. Poplar Springs Discussion
5. Cash Activity Report
6. Operations Report
7. Contract Modification Update
8. Attorney's Report
9. Chairman's Report
10. Other Items of Commission's Consideration
11. Adjourn

Loudon County Department of Accounts Budgets
Solid Waste Disposal Fund 207
Monthly Cash Report
October 2019

September 2019 Combined Ending Cash Balance per Monthly Report		3,912,432.72
Adjustments:		
Less September 2019 Trustee Commission	(279.85)	
	0.00	
Total Adjustments		(279.85)
Adjusted September 2019 Combined Ending Balance		3,912,152.87

Solid Waste Disposal Commission Operating Fund

Operating Fund Ending Balance September 2019		3,848,716.29
Cash Receipts:		
Trustee's Collections - Prior Year	0	
Surcharge - Host Fees (Sep 2019)	10,846.84	
Surcharge - Security Fees (Sep 2019)	13,695.51	
Investment Income	8,460.82	
Total Monthly Revenue		33,003.17
Cash Disbursements:		
Board & Committee Members Fees	(250.00)	
Social Security	(3.10)	
Medicare	(0.73)	
Audit Services (Mitchell Emert & Hill)	0.00	
Contracts with Private Agencies (Santek)	0.00	
Engineering Services (Santek)	0.00	
Contributions (Loudon Utilities - Quarterly)	0.00	
Legal Services (September 2019)	(2,500.00)	
Legal Notices	0.00	
Other Contracted Services	0.00	
Building & Content Insurance	0.00	
In-Service/Staff Development	0.00	
Trustee's Commission	(193.08)	
Total Cash Disbursements		(2,946.91)
Expenditure Credit:		
Trustee Commission Adjustment		0.00
<u>Operating Fund Ending Balance October 2019</u>		3,878,772.55

Poplar Springs Subfund

Poplar Springs Subfund Balance September 2019		63,436.58
Cash Receipts:		
Total Monthly Revenue	0.00	0.00
Cash Disbursements:		
Poplar Springs Engineering	0.00	
Poplar Springs Contractor	0.00	
Total Cash Disbursements		0.00
<u>Poplar Springs Subfund Balance October 2019</u>		63,436.58

TOTAL COMBINED OPERATING AND POPLAR SPRINGS OCTOBER 2019 BALANCE **3,942,209.13**

Combined Summary - October 2019		
Beginning Balance		3,912,152.87
Plus Operating Revenue		33,003.17
Less Operating and Poplar Springs Disbursements		(2,946.91)
TOTAL COMBINED BALANCE - OCTOBER 2019		3,942,209.13



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
November 12, 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. Quarterly Facility Inspection Fee Report
- H. Quarterly Landfill Origin Report

II. AIRSPACE UTILIZATION SCHEDULE

III. HOST & SECURITY FEES

IV. SECOND AMENDMENT DRAFTS

V. REVIEW OF FINAL CERTIFICATION REPORT, MODULE E

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

MATLOCK BEND LANDFILL

MONTH	2018		2019		2018		2019	
	2018	TO 2019	2018	TO 2019	2018	TO 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	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	12,551.31	11,554.37	(996.94)					
NOVEMBER			0.00					
DECEMBER			0.00					
TOTAL	136,358.53	120,590.89	(15,767.64)					

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

385.15

DAILY AVG FOR 22.5

DAY PERIOD

513.53

LOUDON COUNTY

MONTH	2018		2019		2018		2019	
	2018	TO 2019	2018	TO 2019	2018	TO 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	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	537.94	494.52	(43.42)					
NOVEMBER			0.00					
DECEMBER			0.00					
TOTAL	5,005.64	5,073.33	67.69					

LENOIR CITY

MONTH	2018		2019		2018		2019	
	2018	TO 2019	2018	TO 2019	2018	TO 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	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	401.95	400.49	(1.46)					
NOVEMBER			0.00					
DECEMBER			0.00					
TOTAL	3,609.33	3,883.32	273.99					

CITY OF LOUDON

MONTH	2018		2019		2018		2019	
	2018	TO 2019	2018	TO 2019	2018	TO 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	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	429.98	452.47	22.49					
NOVEMBER			0.00					
DECEMBER			0.00					
TOTAL	4,035.69	4,515.95	480.26					

WASTE SERVICES OF TN

MONTH	2018		2019		2018		2019	
	2018	TO 2019	2018	TO 2019	2018	TO 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	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	2,814.76	3,448.07	633.31					
NOVEMBER			0.00					
DECEMBER			0.00					
TOTAL	26,578.95	31,432.97	4,854.02					

TENNESSEE TRASH

MONTH	2018		2019		2018		2019	
	2018	TO 2019	2018	TO 2019	2018	TO 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	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	4,675.17	52.03	(4,623.14)					
NOVEMBER			0.00					
DECEMBER			0.00					
TOTAL	44,115.31	25,162.89	(18,952.42)					

**LANDFILL TONNAGE VOLUME
MONTH ENDING -
OCTOBER 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		0.00		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	20191014	11:10	52, 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"/>
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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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS	
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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

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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						
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"/>
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"/>
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"/>
COMMENTS						
8070	UNAPPROVED SALVAGING OF WASTE	0400-11-01-.04(2)(b)6	?	<input checked="" 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"/>
COMMENTS						
OPERATING EQUIPMENT						
8140	INADEQUATE OPERATING EQUIPMENT	0400-11-01-.04(2)(g)	?	<input checked="" 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"/>
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"/>
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"/>
COMMENTS						

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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 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							

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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						
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

Sump 10.4"

Leachate tank 9'.

**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=TD&C, ou=SWM, email=ryan.miller@tn.gov, c=US
Date: 2019.10.15 09:23:18 -0400

Materials Classification Report
Matlock Bend Landfill
Monthly Tonnage Summary October 2019

Material	Tonnage	2016 Sludge %		2017 Sludge %	
MSW		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	1,549				
Ash	0				
Sludge	356				
Total Special Waste	1,905				
Total MSW & SW	11,554				
Tires	45				
Total Material	11,599				
% MSW	84%				
% Special Waste	16%				
% Sludge	3%				
		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	3%
		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	9,649			101,579
Special Waste	1,212	1,691	1,649	1,811	1,914	1,676	2,210	2,648	2,295	1,905			19,011
Tires	26	28	42	38	32	35	38	36	32	45			352
Total	13,605	11,798	13,333	14,178	14,398	9,863	11,013	10,239	10,916	11,599	0	0	120,942
%													
MSW	91%	85%	87%	87%	86%	83%	80%	74%	79%	83%			84%
Special Waste	9%	14%	12%	13%	13%	17%	20%	26%	21%	16%			16%
Total	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	0%	100%

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

Month	Tonnage
Jul-19	18.69
Aug-19	48.10
Sep-19	49.21
Oct-19	19.57
Nov-19	
Dec-19	
Jan-20	
Feb-20	
Mar-20	
Apr-20	
May-20	
Jun-20	
Total (tons)	135.57



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

PRINT FORM

RESET FORM

YEAR
2019

QUARTER

Q1 JAN - MAR

Q2 APR - JUN

Q3 JUL - SEP

Q4 OCT - DEC

QUARTERLY SOLID WASTE SURCHARGE AND FACILITY INSPECTION FEE REPORT

1. FACILITY INFORMATION

FACILITY ID SPL 93-103-0203	FACILITY NAME Matlock Bend Landfill
PHYSICAL LOCATION ADDRESS 21712 Hwy 72 North	CITY London
	STATE TN
	ZIP 37774
FACILITY MANAGER OR SITE OPERATOR London County/Santek Environmental LLC	(AREA CODE) + PHONE 423-303-7101
	EMAIL j.miller@santek-waste-services.com

2. FEE CALCULATION

LINE

LINE 1	AMOUNT OF WASTE RECEIVED	FIRST MONTH OF REPORTING QUARTER	10,975.46	TONS	1
LINE 2	AMOUNT OF WASTE RECEIVED	SECOND MONTH OF REPORTING QUARTER	19,202.83	TONS	2
LINE 3	AMOUNT OF WASTE RECEIVED	THIRD MONTH OF REPORTING QUARTER	10,883.70	TONS	3
LINE 4	TOTAL AMOUNT OF WASTE RECEIVED	ADD LINE1 + LINE2 + LINE3	32,061.99	TONS	4
LINE 5	SURCHARGE	MULTIPLY LINE 4 X .90	28,855.79		5
<input checked="" type="checkbox"/> CHECK IF YOU ARE CLAIMING THE 1% "ON-TIME PAYMENT DEDUCTION", IF NOT, ENTER \$0.00 ON LINE 6					
LINE 6	1% DEDUCTION IF PAYMENT MADE ON-TIME	MULTIPLY LINE 5 X .01	288.56		6
LINE 7	SUBTOTAL	SUBTRACT LINE 5 - LINE 6	28,567.23		7
LINE 8	FACILITY INSPECTION FEE	MULTIPLY LINE 4 X .35	11,221.70		8
LINE 9	SUBTOTAL	ADD LINE 7 + LINE 8	39,788.93		9
LINE 10	OUTSTANDING DEBIT	ENTER DEBIT AMOUNT HERE, ADD TO LINE 9 AND ENTER TOTAL ON LINE 12	Ø		10
LINE 11	OUTSTANDING CREDIT	ENTER CREDIT AMOUNT HERE, SUBTRACT FROM LINE 9 AND ENTER TOTAL ON LINE 12	Ø		11
LINE 12	TOTAL DUE	PAY THIS AMOUNT ⇨	\$ 39,788.93		12

Q1 FEES DUE APRIL 30
 Q2 FEES DUE JULY 31
 Q3 FEES DUE OCTOBER 31
 Q4 FEES DUE JANUARY 31
 MAKE REMITTANCE PAYABLE TO: TREASURER, STATE OF TENNESSEE.

3. CERTIFICATION REQUIRED

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.

⇨ Jamie Miller
 SIGNATURE OF OWNER / OPERATOR
Staff Accountant
 TITLE

Jamie Miller
 PRINTED NAME
10/22/19
 DATE SIGNED

FD102518

Landfill Origin Report for Loudon County, Tennessee

Advertised Tipping Fee Per ton \$28.45

Origin of Waste (Name of County)	Waste Received From County, Transfer Station or Other	Q1 2019	Q2 2019	Q3 2019	Q4 2019	YTD Total
Anderson	County	54.16	65.67	51.26		171.09
Knox	County	410.38	679.82	513.44		1,603.64
Loudon	County	34,497.26	33,738.94	26,030.28		94,266.48
McMinn	County	189.70	307.62	259.54		756.86
Monroe	County	596.93	699.72	690.81		1,987.46
Roane	County	2,597.97	2,696.20	4,381.02		9,675.19
Blount	County	276.30	134.81	130.63		541.74
Meigs	County	17.49	0.00	0.00		17.49
Rhea	County	0.00	11.56	0.00		11.56
Bradley	County	0.00	0.00	5.01		5.01
		38,640.19	38,334.34	32,061.99	0.00	109,036.52

LANDFILL ORIGIN REPORT

QUARTER 3 (JULY TO SEPTEMBER) | 2019

Matlock Bend Landfill

The following information shall be provided in accordance with TCA 68-211-862 which states:

(a) The owner or operator of each Class I municipal solid waste disposal facility or incinerator or transfer station required to remit a surcharge under 68-211-835(d) shall be responsible for keeping an accurate written record of all amounts and county of origin of solid waste, measured in tons, received at the facility. This information shall be submitted to the department.

(b) Measurement in tons of solid waste received shall be accomplished by one (1) or more of the following methods:

(1) The provision of stationary or portable scales at the disposal facility or incinerator or transfer station for weighing incoming waste; or

(2) Implementation of contractual or other arrangements for the use of scales at a location other than the disposal facility, incinerator, or transfer station for weighing all waste destined for disposal at the facility.

General Information

MANAGE ONLY

Facility ID #: *

53-000-0203 *(ID should be in format of ##-000-####)*

Facility Owner Name: *

Loudon County

Mailing Address: *

650 25th Street NW, Suite 100

Mailing Zip Code: *

37311

Mailing State: *

Tennessee

Tipping Fees

Advertised Tipping Fee per ton (\$): * 28.45 *(Please enter only the tipping fee for material going into the Class I landfill)*

Advertised Tipping Fee per ton (\$): *(If you have more than one tipping fee for material going into the Class I landfill, enter the second one here)*

1. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

Anderson

Amount of Waste Received (Tons): *

51.26

Comments:

2. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

Bradley

Amount of Waste Received (Tons): *

5.01

Comments:

There was not any waste disposed of from Bradley County during the 2nd quarter

3. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

Blount

Amount of Waste Received (Tons): *

130.63

Comments:

4. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

Knox

Amount of Waste Received (Tons): *

513.44

Comments:

5. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

Loudon

Amount of Waste Received (Tons): *

26,030.28

Comments:

Lost larger MSW customer which brought in 8k tons in 2nd quarter

6. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

McMinn

Amount of Waste Received (Tons): *

259.54

Comments:

7. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

Monroe

Amount of Waste Received (Tons): *

690.81

Comments:

8. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

Roane

Amount of Waste Received (Tons): *

4,381.02

Comments:

New SPW customer started in 3rd quarter added 1600 more tons

Total Waste Received (Tons):

32,061.99

As Facility Contact, please type in your name to attest that the information included in the Origin Report has been reviewed for completeness, accuracy and is true to the best of your knowledge. *

Jamie Miller

Response created on: Oct 22, 2019 at 01:02 PM CDT by jmiller@santekenviro.com

Response last updated on: Oct 22, 2019 at 01:02 PM CDT by jmiller@santekenviro.com

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)
		11,138		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	-	11,138	A	1.49	16,595	56,759
September	-	10,916	A	1.49	16,265	40,494
October	-	11,599	A	1.49	17,283	23,212
November	-	11,138	P	1.49	16,595	6,616
December	-	11,138	P	1.49	16,595	0
January '20	-	11,138	P	1.49	16,595	0
February	-	11,138	P	1.49	16,595	0
March	-	11,138	P	1.49	16,595	0
April	-	11,138	P	1.49	16,595	0
May	-	11,138	P	1.49	16,595	0
June	-	11,138	P	1.49	16,595	0
July	-	11,138	P	1.49	16,595	0
August	-	11,138	P	1.49	16,595	0
September	-	11,138	P	1.49	16,595	0
October	-	11,138	P	1.49	16,595	0
November	-	11,138	P	1.49	16,595	0
December	-	11,138	P	1.49	16,595	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

August	10,899
September	10,916
October	11,599
Average	11,138

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

November 7, 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 October 1, 2019 to October 31, 2019:

Host Fees (Greater of below) –	
Total Tip Fees Billed	\$287,370.24
Host Fee Percentage	<u>3.96%</u>
	\$ 11,379.86
Minimum Fee	<u>\$ 10,560.00</u>
Security Fees (Greater of below) –	
Total Tonnage Received	11,554.37
Rate per ton	<u>\$ 1.00</u>
Total	<u>\$ 11,554.37</u>
Total Tip Fees Billed	\$287,370.24
Security Fee Percentage	<u>5.00%</u>
	\$ 14,368.51

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~~November, 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.**LLC (“Contractor”), a Tennessee ~~corporation~~limited liability company (formerly Santek Environmental, Inc.) 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 hereby acknowledged, the parties agree as follows:

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

In addition to the foregoing, Contractor agrees to submit to TDEC an application for 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~~must include the following permit 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; provided, that the Commission shall promptly review and approve the phased Closure plan within thirty (30) days of receipt from Contractor. 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: ~~(the attached phased Closure plan or the later developed plan pursuant to this section, whichever is submitted to TDEC, is referred to hereinafter as the “Phased Closure Plan”).~~

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

Commission shall cooperate with and support Contractor’s efforts to obtain the Major Permit Modification as long as TDEC materially incorporates the foregoing modification items in subsection (a)-(d) above. Contractor shall withdraw the application for the Major Permit Modification and discontinue pursuit of such modification if TDEC does not agree to materially incorporate the above modifications in the Major Permit Modification, unless both the Contractor and the Commission mutually agree in writing to waive any of the foregoing modifications or portions thereof.

- 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 by TDEC, 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~~ and Exhibit E to this Second Amendment as Exhibit D and Exhibit E respectively, to the Agreement, 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~~D. 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 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~~; (a) the Commission for its written approval, which approval shall not be unreasonably withheld or untimely given, and (b) to the extent TDEC is willing to provide approval, TDEC for its 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 within one-quarter mile of the gate to the Landfill 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- within one-

quarter mile of the gate to the Landfill. 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 thereto within one-quarter mile of the gate to the Landfill 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-E. Contractor shall make reasonable efforts to ensure that all traffic existing the Landfill fully utilizes the wheel wash system before accessing any Landfill Access Roads.

- 5. The Agreement is hereby amended by attaching Exhibit F to this Second Amendment as Exhibit F to the Agreement. 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 provided, that the Major Permit Modification is issued by TDEC, the Contractor shall be responsible, at its sole expense, for compliance with the ~~phased~~ Phased Closure plan required by TDEC in the Major Permit Modification. As part of the phased ~~Unless otherwise agreed to in writing by contractor and the Commission, the Phased Closure plan required by TDEC in the Major Permit Modification,~~ Plan shall obligate Contractor ~~shall close a portion of~~ cells identified as Module(s) C, D, and G within one hundred eighty (180) days after receiving the TDEC certification letter for the new cell 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~~ receiving the TDEC certification letter for the new cell 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 receiving the commencement of TDEC certification letter for the new cell 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~~ receiving the TDEC certification letter for the new cell 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.

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(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~~two hundred ~~eighty (180)~~seventy (270) days following the end of the term of this Agreement due to the occurrence of 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; provided, that in the event that the Commission shall give Contractor at least two (2) years written notice, in writing, that the Commission plans to continue operation of the Landfill after such occurrence and develop the Unconstructed Footprint, the Contractor shall not be obligated to perform Closure on a portion of the Amended Footprint adjacent to the Unconstructed Footprint, which is approximately 10.7 acres more or less, as more particularly shown on Exhibit F to this Agreement.

(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~~Phased Closure ~~plan~~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. 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.

(e)

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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~~

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~~the Commission notifies TDEC in writing that a new cell for solid waste disposal located therein is constructed and ready to accept waste.~~

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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~~ 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 TDEC. 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, at its sole expense, from an insurance company authorized to transact business in the State of Tennessee; ~~and 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, to the extent acceptable to TDEC, the Commission will be the named primary beneficiary of such performance bond, along with the State of Tennessee named as secondary beneficiary, 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

[Attach Contractor's Phased Closure Plan]

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EXHIBIT D

[Description of Commission Soil Property]

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~~EXHIBIT D~~

EXHIBIT E

[Attach ~~Contractor's phased~~Wheel Wash System Specs]

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EXHIBIT F

[Description of Closure plan Excluded Amended Footprint]

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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 November, 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, LLC** (“Contractor”), a Tennessee limited liability company (formerly Santek Environmental, Inc.) 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 hereby acknowledged, the parties agree as follows:

1. The Agreement is amended by adding Exhibit B and Exhibit C to this Second Amendment as Exhibit B and Exhibit C, respectively, 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 an application for 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 must include the following permit 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 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; provided, that the Commission shall promptly review and approve the phased Closure plan within thirty (30) days of receipt from Contractor. 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 (the attached phased Closure plan or the later developed plan pursuant to this section, whichever is submitted to TDEC, is referred to hereinafter as the “Phased Closure Plan”).

Commission shall cooperate with and support Contractor’s efforts to obtain the Major Permit Modification as long as TDEC materially incorporates the foregoing modification items in subsection (a)-(d) above. Contractor shall withdraw the application for the Major Permit Modification and discontinue pursuit of such modification if TDEC does not agree to materially incorporate the above modifications in the Major Permit Modification, unless both the Contractor and the Commission mutually agree in writing to waive any of the foregoing modifications or portions thereof.

- 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 by TDEC, 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 D and Exhibit E to this Second Amendment as Exhibit D and Exhibit E respectively, to the Agreement, 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 D. 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 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: (a) the Commission for its written approval, which approval shall not be unreasonably withheld or untimely given, and (b) to the extent TDEC is willing to provide approval, TDEC for its 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 within one-quarter mile of the gate to the Landfill 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 within one-quarter mile of the gate to the Landfill. 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 thereto within one-quarter mile of the gate to the Landfill 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 E. Contractor shall make reasonable efforts to ensure that all traffic existing the Landfill fully utilizes the wheel wash system before accessing any Landfill Access Roads.
5. The Agreement is hereby amended by attaching Exhibit F to this Second Amendment as Exhibit F to the Agreement. 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 provided, that the Major Permit Modification is issued by TDEC, the Contractor shall be responsible, at its sole expense, for compliance with the Phased Closure Plan required by TDEC in the Major Permit Modification. Unless otherwise agreed to in writing by contractor and the Commission, the Phased Closure Plan shall obligate Contractor close a portion of cells identified as Module(s) C, D, and G within one hundred eighty (180) days after receiving the TDEC certification letter for the new cell construction of Module 2. Module(s) A, F, and portions of Module E shall be closed within one hundred eighty (180) days after receiving the TDEC certification letter for the new cell 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 receiving the TDEC certification letter for the new cell construction of Module 5. Module(s) H, and portions of Modules 3 and 4 shall be closed within one hundred eighty (180) days after receiving the TDEC certification letter for the new cell 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 two hundred seventy (270) days following the end of the term of this Agreement due to the occurrence of

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; provided, that in the event that the Commission shall give Contractor at least two (2) years written notice, in writing, that the Commission plans to continue operation of the Landfill after such occurrence and develop the Unconstructed Footprint, the Contractor shall not be obligated to perform Closure on a portion of the Amended Footprint adjacent to the Unconstructed Footprint, which is approximately 10.7 acres more or less, as more particularly shown on Exhibit F to this Agreement.

(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. 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, 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.

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"). 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 TDEC. 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, at its sole expense, from an insurance company authorized to transact business in the State of Tennessee and approved by TDEC. 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, to the extent acceptable to TDEC, the Commission will be the named primary beneficiary of such performance bond, along with the State of Tennessee named as secondary beneficiary, 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

[Attach Contractor's Phased Closure Plan]

EXHIBIT D

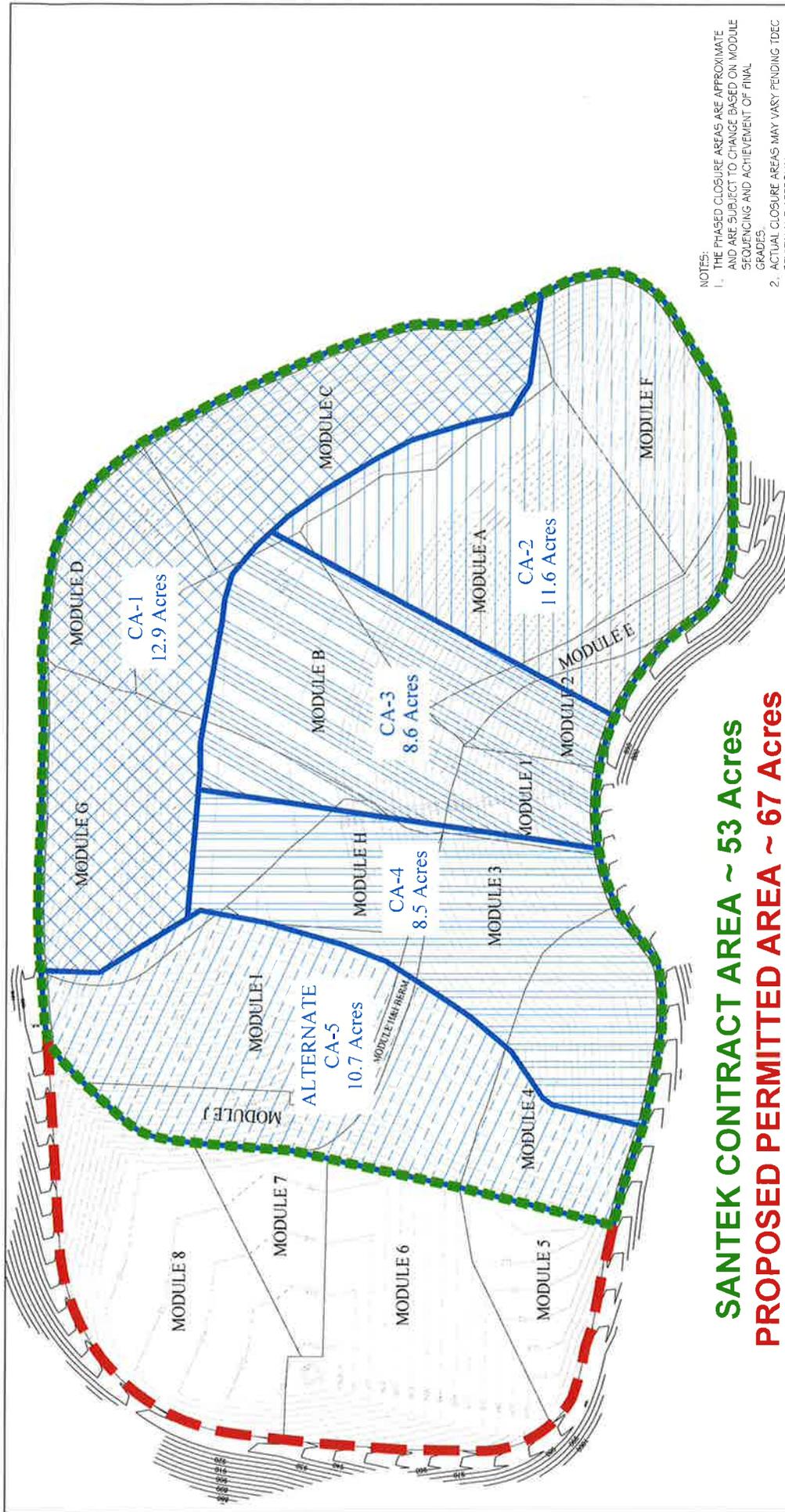
[Description of Commission Soil Property]

EXHIBIT E

[Attach Wheel Wash System Specs]

EXHIBIT F

[Description of Closure Excluded Amended Footprint]



NOTES:
 1. THE PHASED CLOSURE AREAS ARE APPROXIMATE AND ARE SUBJECT TO CHANGE BASED ON MODULE SEQUENCING AND ACHIEVEMENT OF FINAL GRADES.
 2. ACTUAL CLOSURE AREAS MAY VARY PENDING TDEC REVIEW AND APPROVAL.



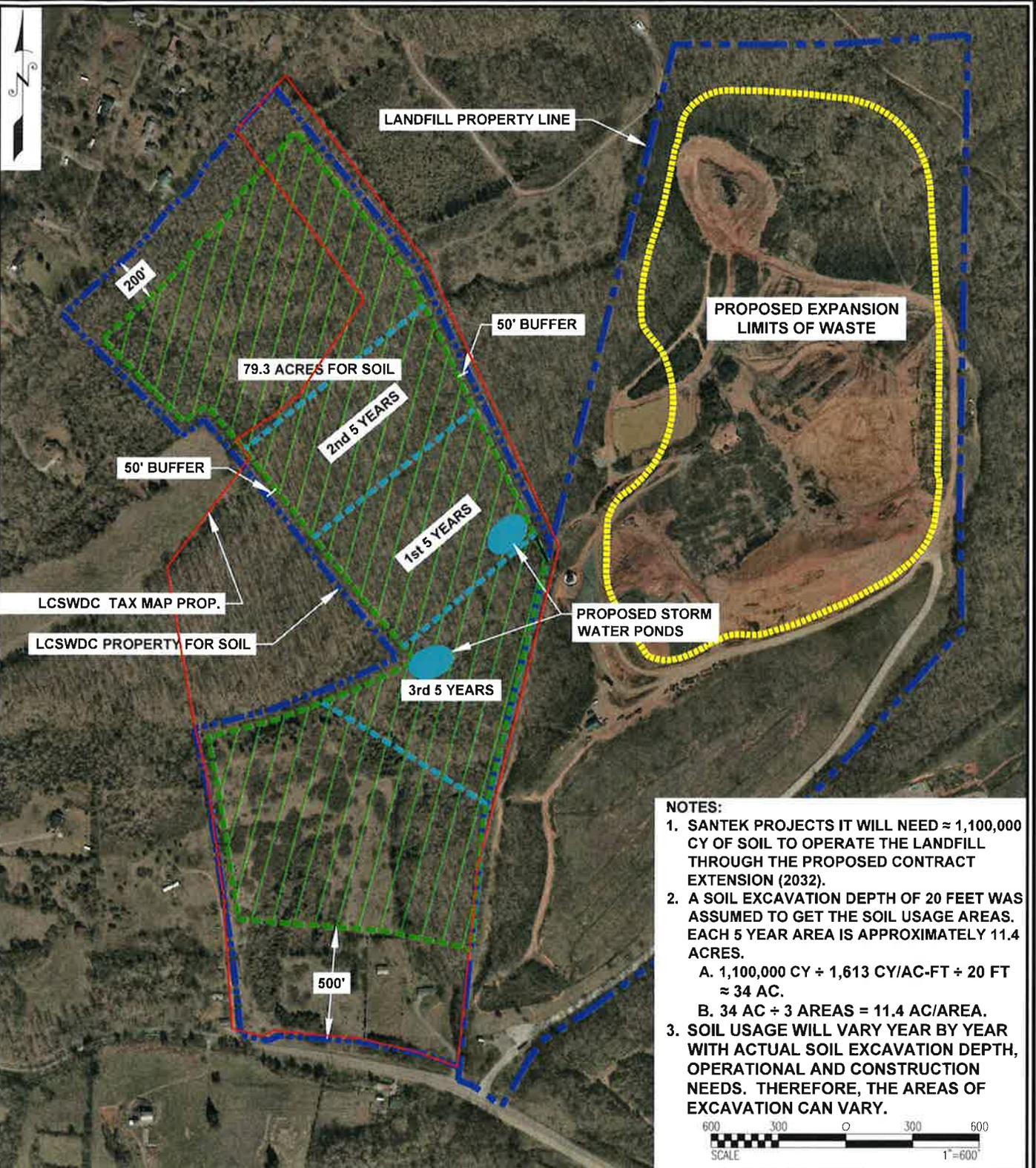
SANTEK CONTRACT AREA ~ 53 Acres
PROPOSED PERMITTED AREA ~ 67 Acres

DRAFT

		POTENTIAL ALTERNATE PHASED CLOSURE AREAS MATLOCK BEND LANDFILL LOUDON COUNTY, TENNESSEE	
DATE: 08/14/2013	SCALE: 1" = 100'	PROJECT NO: 13-00000000000000000000	DATE: 08/14/2013
DESIGNED BY: [Name]	CHECKED BY: [Name]	APPROVED BY: [Name]	DATE: 08/14/2013

EXHIBIT D

[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.

G:\WORK\LOUDON\200-1914_1 (Phased Closure)\EXHIBIT D.dwg, 11/12/2019 3:41:08 PM, DWG To PDF, pcd

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

D
EXHIBIT

EXHIBIT E

[Attach Wheel Wash System Specs]



FRUTIGER Company AG | Stegachorstrasse 25 | CH-5400 Winterthur

Ron E. Vail, P.E.,
Santek Waste Services, LLC
650 25th Street N.W. Suite 100,
Cleveland, TN 37311
United States

July 22nd, 2019

Offer Nr. 20190611-TH
Project: Loudon - Matlock Bend Wheel Wash

Dear Ron,

Thank you, Paul and Justin for taking the time to meet with me on May 29th, 2019 and more recently with Trey Hansen at your Matlock Bend Facility in Loudon.

- Your seeking a solution to manage the site soiling "track out" and dirty water "walk off" at your landfill site.
- Trucks using the facility are on highway vehicles.
- Our estimate confirmed by you of the site conditions worst case could be:
 - # 5 amount on tires (scale 1=low to 10 = high)
 - # 2 stickiness on tires (scale 1=low to 5 = high)
 - 200 trucks per day - usual work day 10 hours

Frutiger Company is confident we can accomplish a cleaning goal improvement of 80% or more clean tires with heaviest soiling during your typical traffic loads with a One and a half tire rotation 20' platform MobyDick KitPlus 600C – 50P Wheelwashing system.

We are pleased to submit the following proposal for your review:

- MobyDick Model ConLine Kit Plus 600C – 50P (1 ½ tire revolution wash platform 20' long) with Inground 13,000 Gallon (50 Cubic Meter) water recycling tank with solids removal being achieved through the use of a scraper conveyor and an additional 5,000 Gallon (20 Cubic Meter) tank for Pump compartment / water supply.

With this proposal we have included detailed equipment descriptions with specifications, concept drawings and brochures.

We look forward to a successful partnership and are always available to answer your questions.

Thank you once again for the opportunity to provide you this proposal.

Sincerely,
FRUTIGER Company AG

Tim Holmes B.A., M.B.A.
Sales Director, North America
MobyDick North America
Cell: 519-589-3377
tholmes@us.mobydick.com

c.c. Paul Marks, Trey Hansen

Attachments:

- Brochure – ConLine KITPlus Brochure
- Brochure – ConLine Kit Option Brochure
- Layout: Wheel Washing System ConLine KitPlus 600C – 50 P



Y/Customer No.	-	O/Reference	Tim Holmes
Y/Inquiry	20190628	Delivery type	Truck
Y/Reference	Jon Peterson	Incoterms	DDU
Remark	MobyDick ConLine Kit Plus 600C – 50P & Kit Plus 400C – 50P		

Pos	Article No. / Designation	Qty.	Unit
1	<p>Article: MDC-100-015 Wheel Washing System MobyDick Model: ConLine KIT Plus 600 C-50P</p> <p>Hot-dip galvanized, water-carrying wash unit with splash protection walls on both sides.</p>	1	pce.
2	<p>Article: MDCO-EXCW-400 / Opt.-Code: [-EXCW-] Increased Width Model: ConLine KIT Plus</p> <p>Sidewall offset to 110 inch clear width to reduce risk of damage.</p>	1	pce.
3	<p>Article: MDCO-DOSY-0001 / Opt.-Code: [-DOSY-] Flocculent Dosing System (MobyDos Compact) Model: ConLine KIT Flex and ConLine KIT Plus</p> <p>Compact dosing system for the automatic addition of flocculent for effective and rapid treatment of the dirt-water.</p>	1	pce.
4	<p>Article: MDCO-SIWA-600 / Opt.-Code: [-SIWA-] Hot dip galvanised side walls Model: ConLine KIT Plus</p> <p>Splash protection side walls and double nozzle bars on both sides made out of hot-dip galvanised steel.</p>	1	pce.
5	<p>Article: MDCO-RAIL-600C / Opt.-Code: [-RAIL-] Safety Railing Model: ConLine KIT Plus</p> <p>Galvanised safety railing for the recycling tank(s).</p>	1	pce.
6	<p>Article: MDCO-TANK-0001 / Opt.-Code: [-TANK-] Separate Water Tank Model: ConLine KIT Flex und ConLine KIT Plus</p> <p>Separate water tank to regulate the water level in case of an absent water supply.</p>	1	pce.

Your MobyDick Sales Engineer
 Name: Tim Holmes
 Phone: (519) 539-3177
 E-mail: tholmes@us.mobydick.com



Options

- | | | |
|---|---|--------|
| 6 | Consulting/Supervision of equipment install, start up and training (1 trip 3 days). Installation and Start-up are quoted as one trip to the site, including labor, travel time, and expenses. Add'l trips due to reasons beyond our control to be charged to the customer, including labor, travel time & expenses. | 1 Opt. |
|---|---|--------|

Construction services

- All groundwork, such as excavation, reinforcing the substrate and underground levelling and filling work.
- Laying electrical cables and water lines to the system.
- Unloading and placing the system with a suitable device
- Connection of the main power connection to the control cabinet by an electrician.
- Secure the recycling tank against unintentional falling in if no MobyDick safety railing is ordered.
- Earthing, equipotential bonding and lightning protection of the system.
- Necessary tools and fresh water filling for commissioning the system.
- Working and deliveries that go beyond the scope of our offer, unless they have been calculated specially based on cost or offered at a flat rate price.
- Additional costs of a technical or construction-based nature due to local ordinances, as long as they are not included in the specifications.

IMPORTANT: Providing the above services is the basic requirement for a successful installation of the MobyDick Wheel Washing System. FRUTIGER reserves the right to invoice any waiting times and/or additional journeys separately at cost due to the lack of services provided by the customer.

Your MobyDick Sales Engineer
Name: Tom Holmes
Phone: (519) 599-3377
Email: tholmes@us.mobydick.com



Conditions

Price	<ul style="list-style-type: none"> • Net
Payment conditions upon purchase	<ul style="list-style-type: none"> • 40% Downpayment with order confirmation. • 50% on system delivery • 10% net 30 days after system start up • Optional Lease to Own available
Retention of title	<ul style="list-style-type: none"> • The goods remain the property of FRUTIGER Company AG until payment has been made in full.
Delivery time EXW (Ex Works)	<ul style="list-style-type: none"> • Approx. 18 weeks from written order and clarification of all technical details. 22 weeks to Loudon, TN.
Warranty upon purchase	<ul style="list-style-type: none"> • 24 months or 100,000 wash cycles (whichever comes first) excluding parts that have to be replaced due to normal wear.
Quality Management System	<ul style="list-style-type: none"> • According ISO 9001:2016 standard.
Offer validity	<ul style="list-style-type: none"> • Two months from the date of this offer.
Note	<ul style="list-style-type: none"> • FRUTIGER reserves the right to make changes due to technical progress.
Terms and conditions of business	<ul style="list-style-type: none"> • This offer is based on the general terms and conditions (GTC) of FRUTIGER Company AG which are available on the company website (www.mobydick.com/fileadmin/user_upload/shared/GTC.pdf)

Wheel Washing System ConLine KIT

Technical description

Wash unit containing two hot-dip galvanised, water conducting 38 cm high wash elements (left/right), consisting of a large steel structure with fixed welded angle sections (90 x 90 mm and 10 mm wall thickness), rectangular steel tubes (120 x 120 mm and 5 mm wall thickness), and plates (3 mm). Middle section consisting of solid, dual-sided slanted hot-dip galvanized corrugated metal sheets. Longitudinal plates integrated into the wash elements for concentrated direction of the wash water in a laterally extruding hot-dip galvanized cross channel with integrated gradient. Floor nozzles integrated into the angle sections and the rectangular steel tubes. Splash walls on both sides made of robust construction with huge lateral fenders up to high wheel flanks. Two side nozzle beams on each side with quick-lock coupling. MobyPump wastewater pumps, control cabinet, and optical sensor for start-up.

Recycling tank package consisting of a large steel structure with profile frame (5 mm) and plate including edge expansion (38 cm) to provide a finish with the ground level. Surface treatment (chemical cleaning, grounding for 60 my, top coat 60 my Ral 5017, traffic blue). Flow-optimised positioning of overflow weir and wash plate. Pump chamber equipped with pump brackets (painted) and access ladder (galvanised) and automatic fill level control and outlet cover for easy emptying of the tank. Galvanized multi-part safety guard rail (optional for KIT Flex) for simple assembly in the square frame section of the recycling tank. The tank construction also allows it to sustain all the forces generated by a passing loaded lorry when it is in an empty state.



Scope of delivery:

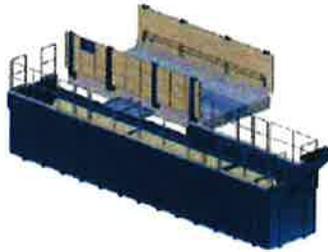
Article: **MDC-100-015**

Model: ConLine KIT Plus 600 C-50P

- 1 Central wash unit 6 meters with nozzle configuration
- 1 Double side spray bar per side
- 1 Control cabinet
- 1 Automatic starting optical sensor
- 3 MobyPump washing pumps, 2'500 l/min each
- 1 Recycling tank package, 50 m³ parallel
- 1 Additional 20 M³ Recycling Tank
- 1 In ground recycling tank height extension
- 1 Safety railing for recycling tank
- 1 Scraper conveyor for recycling tank

Specifications:

Length of wash unit	600 cm	19' 8"	ft.
Clear drive through width of the wash unit (lane)	320 cm	126	in
Maximum axle load	15 t	15	t
Height of splash protection side walls	136 cm	53.5	in
Nozzles (Core diameter min. 7 mm)	226 Pcs.	226	pcs.
Nozzle bars per side	2 Pcs.	2	pcs.
Recycling tank volume	50,0 m ³	13,000	gal
Usable volume of operating water	30,0 m ³	8,000	gal
Sedimentation area of the recycling tank	25,5 m ²	275	sq ft
Discharge height of scraper conveyor above ground	105 cm	42	in
Maximum pump performance	7,5 m ³ /min	1981	gal/min
Connected electrical load of the entire system	17,1 kW	23	hp
Sound emission	< 75 dB	< 75	dB



KIT Plus 600 C-50P (Scraper Conveyor)

Your MobyDick Sales Engineer

Name: Tim Holmes
 Phone: 75 (9) 558-1177
 E-mail: tholmes@us.mobydick.com



EC Declaration of Conformity

The MobyDick® tyre wash system described above conforms to the provisions of the following directives and norms, including their amendments.



- 2006/42/EC:2009, Machinery Directive
- 2004/18/EC:2004, EMC Directive
- EN 60204-1, Electrical equipment of machines
- EN 60439-1, Low-voltage switchgear assemblies

It also fulfils Directive 2014/35/EU:2014 in accordance with Annex I No. 1.5.1 MD 2006/42/EC with regard to its safety objectives.

Your MobyDick Sales Engineer

Name: Tim Holmes
Phone: (519) 589-3377
Email: tholmes@us.mobydick.com



July 21, 2019

Attn: Ron Vail

RE: Project Santek MobyDick Wheel Wash Installation and Startup

Dear Mr. Vail,

MobyDick Total Solutions is pleased to submit its **budget** proposal to provide tools, equipment, labor and supervision for the above referenced project. Over the past 8 years we have installed over 50 different MobyDick wheel wash systems throughout the US and are the preferred manufacturer contractor.

Our scope of work includes the following items:

1. Inspect and inventory **Moby Dick Conline KIT Plus Series 600C-50CC/20B** to install location.
2. Demo, form and pour foundations, aprons, curbs and bollards per drawings(TBD) and incorporating existing infrastructure.
3. Assumes excavation and demo spoils disposed of onsite.
4. Assemble and commission wheel wash.
5. Install of all components including:
 - a. Wash elements
 - b. Sided walls
 - c. Pumps
 - d. Piping
 - e. Sensor and associated piping
 - f. Control panel
 - g. Install recycling tanks, safety railing, and water return channel as per drawings
6. Final connections electrical service.
7. Final plumbing connection from domestic make up water if chosen.
8. Start up and training of personnel operating wheel wash.

The following items are not included:

- All Electrical & Utilities to and from Moby Dick Conline KIT Plus Series 600C-50CC/20B unit will be by others.
- No soil borings or shoring of excavation is included.
- Site Survey and layout including identification of underground obstructions or soil conditions by others.
- Sales or use taxes, all permits.
- If Permits are required these costs will be actual amounts of fees and engineering charges.



Payment terms & conditions:

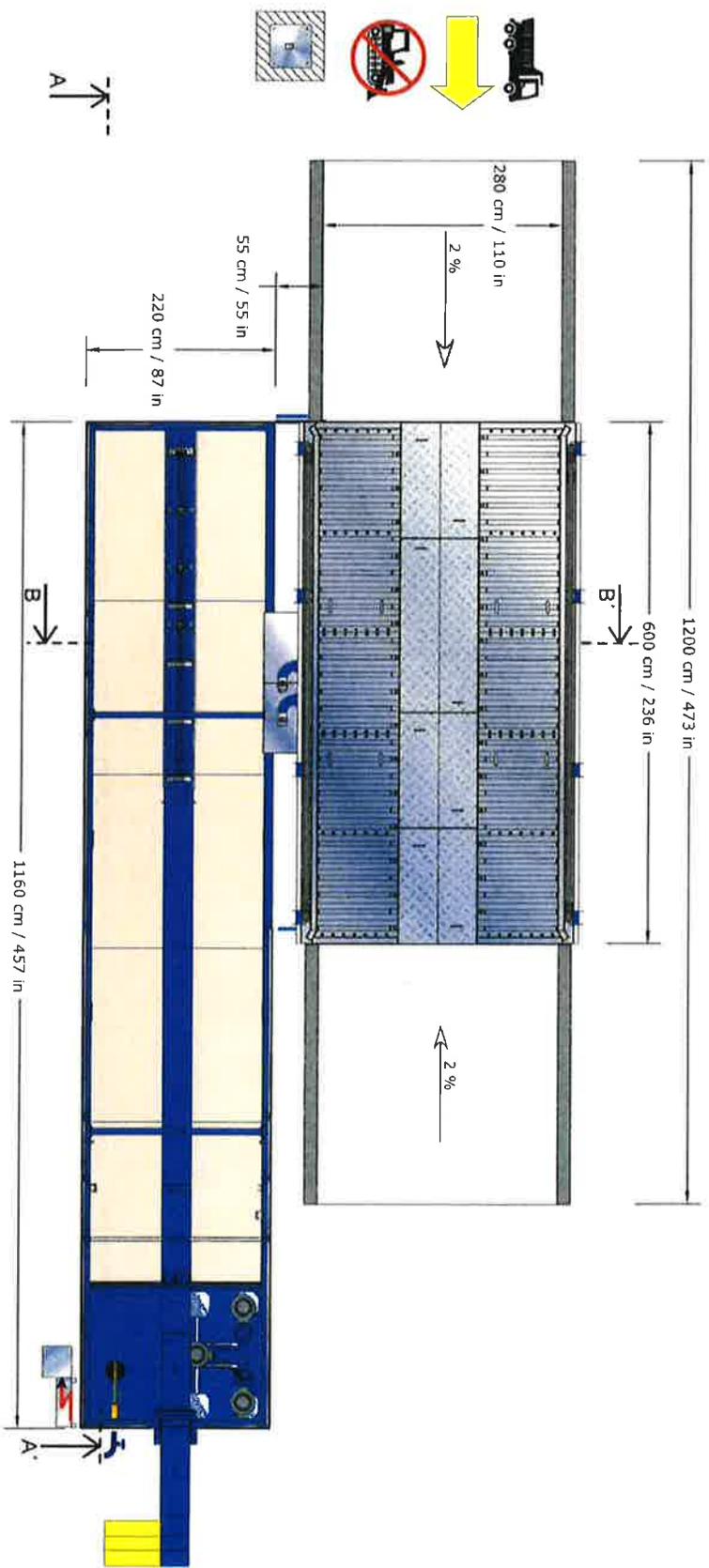
50% due prior to start of project
Balance due upon completion of installation and startup

Please contact me with any questions or concerns.

We thank you for the opportunity,

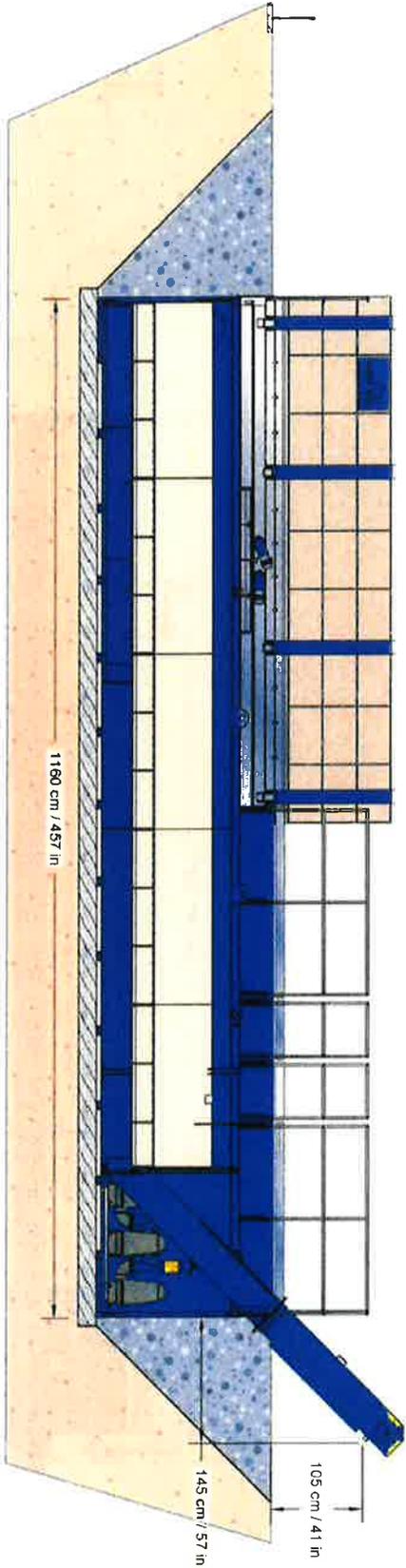
Trey Hansen
MobyDick Total Solutions

2348 South Dock
St. Palmetto, FL
34221
Mobile : 219.707.9765
tlhansen@us.mobydick.com

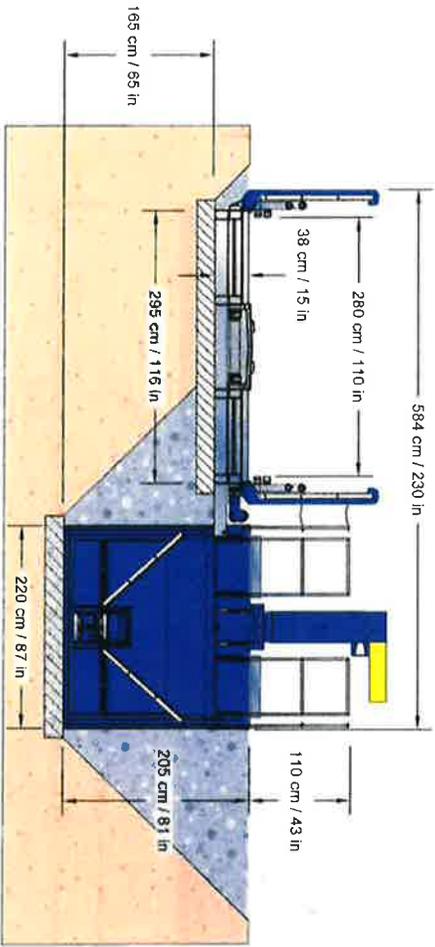


13.06.2017	V 1.0.	MoWi 1 / 2
MD Kit Plus 600C-50P Layout		
MDK-A300-600C-50P		

SECTION A-A



SECTION B-B



13.06.2017	V.1.0. MoWT. 2 / 2
MD Kit Plus 600C-50P Layout	
MDK-A300-600C-50P	
 	

EXHIBIT F

[Description of Closure Excluded Amended Footprint]



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
KNOXVILLE ENVIRONMENTAL FIELD OFFICE
DIVISION OF SOLID WASTE MANAGEMENT
3711 MIDDLEBROOK PIKE
KNOXVILLE, TENNESSEE 37921-6538
PHONE (865) 594-6035 STATEWIDE 1-888-891-8332 FAX (865) 594-6105

October 25, 2019

Chairman Steve Field
Loudon County Solid Waste Disposal Commission
100 River Road # 106
Loudon, Tennessee 37774

RE: Review of Final Certification Report, Module E
Construction Quality Assurance Services Report
Loudon County Class I Matlock Bend Landfill, SNL 53-0203

Dear Mr. Field:

The above titled Report, submitted by Promus Engineering, LLC on October 23, 2019, has been reviewed and documentation and certification relative to the newly constructed liner is hereby accepted. Waste placement may begin with the fluff layer. Bulky debris wastes must not be placed in this first lift based upon potential for damaging the underlying membrane or piping. Use of two working faces should be discussed with your inspector, however daily cover of soils or tarps would be required over any and all wastes received. Please ensure as-built documents are maintained as part of site drawings and available for review by the operator and inspectors.

If you have any questions feel free to contact me at (865) 594-5474.

Sincerely,

Handwritten signature of Paula Plont in blue ink.

Paula Plont
Environmental Protection Specialist

Handwritten signature of Ryan Miller in blue ink.

Ryan Miller
Environmental Manager

cc: DSWM NCO
Ron Vail, Santek Environmental
Justin Givens, Santek Environmental
Chris Reynolds, Promus Engineering