

AGENDA
LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION
August 11, 2020
6:30 p.m.
LOUDON COUNTY BUILDING
Loudon, Tennessee

1. Opening of Meeting, Pledge of Allegiance, Invocation
2. Approval of Minutes – July 14, 2020
3. Items of Public Concern
4. Cash Activity Report
5. Operations Report
6. Contract Modification Update
7. Attorney's Report
8. Chairman's Report
9. Other Items of Commission's Consideration
10. Adjourn

Minutes

Loudon County Solid Waste Disposal Commission

July 14th, 2020

The Loudon County Solid Waste Disposal Commission met on July 14th, 2020 at 6:30 p.m. at the Loudon County Courthouse Annex. The Commission was represented by Steve Field, Art Stewart, John Watkins, Bruce Hamilton, Kelly Littleton-Brewster, Larry Jameson, and Tammi Bivens. Other attendees included Attorney Kevin Stevens; Santek representatives Ben Johnston, Kaitlyn Hampton, Adam Hall, and Chris Holstrom; JJ Cox.

Mr. Steve Field called the meeting to order at 6:30 p.m.

Mr. Larry Jameson led the Commission in the Pledge of Allegiance and the invocation.

It was discussed that the meeting minutes from June 9th, 2020 required revision to include specific details about discussions relative to notification of the Republic agreement.

MOTION: Ms. Kelly Littleton-Brewster made a motion to approve the amended minutes of June 9th, 2020. Mr. Bruce Hamilton seconded the motion. The amended minutes were approved.

There were not any Items of Public Concern.

Mr. Larry Jameson updated that he has received complaints about the barrier that blocks the pressurized wheel wash from being used unless there is inclement weather or mud present on the exiting vehicles; however, Mr. Jameson states that this method seems to be effective, especially considering the dry weather lately. He stated that there has been some gravel dust on the highway, but this process has helped reduce the amount of water being used on the highway, which has been a concern with the public in the recent past.

Ms. Kaitlyn Hampton presented the Cash Activity Report and the Operations Report for June 2020.

Mr. Ben Johnston spoke about the V1 that was issued for leachate observed on the site in the TDEC landfill inspection on June 2nd, 2020. He stated that the violation was issued for two leachate spots that were observed on the back slope, without any prior issuance of an AOC. Mr. Adam Hall stated that these were wet spots that have since been corrected and approved by TDEC.

Mr. Larry Jameson inquired about the tire disposal fees at the landfill. Mr. Johnston stated that the landfill's current pricing is set at \$1.25 per tire, regardless of size. He stated that Santek has a pricing structure at other facilities that accounts for the handling and equipment usage associated with discarding larger sized tires and equipment tracks, which can be discussed at a later date. Mr. Johnston agreed to check on the reimbursement program associated with accepting tires at the landfill.

Mr. Chris Holstrom, Santek's executive VP and CFO, stated that Santek refinanced on May 1st, 2019 with no intentions of selling; however, Republic approached Mr. Kenny Higgins and made an offer. On February 18th, 2020, after a due diligence period, Santek signed a definitive agreement with Republic to sell the stock of the company and all the subsidiaries under Santek Waste Services. Mr. Holstrom also stated that, as part of this agreement, Republic will be retaining all of the field employees and most of the executives from Santek. He stated that the purchase agreement is under review with the DOJ and that Santek is currently on step four of the five that are required. He estimated that the transaction

could close as early as the end of the third quarter or as late as next year. Mr. Holstrom stated that Republic was made aware of the ongoing negotiations with the landfill contract modifications and has viewed the drafts of the contract.

Mr. Holstrom distributed a map that demonstrates the 150-mile radius from which the landfill is allowed to accept waste. He stated that although the landfill is permitted to accept waste from that distance, it becomes economically unfeasible to transport the waste that far. He stated that Santek has four landfills between Atlanta and Loudon County Landfill and Republic also has three large landfills in the Atlanta area.

Mr. Jameson expressed concerns about the 150-mile radius which extends as far as Huntsville, Alabama and Atlanta, Georgia. Mr. Bruce Hamilton suggested to revise the permitted area to a 75-mile radius as part of the contract modification.

MOTION: Mr. Hamilton made a motion to resume contract negotiations and propose the reduction of the service area to a 75-mile radius. Mr. John Watkins seconded the motion.

Mr. Kevin Stevens distributed a document that illustrates the financial ramifications if the Board elects not to continue with contract negotiations to extend the current contract. The estimated closure cost liability in 2027 is nine million dollars which could result in a three or four million dollar shortfall. This potential shortfall does not even include post closure costs which are estimated at an additional three million dollars.

Mr. Jameson suggested a proposal of reducing the service area to 75 miles as an addendum to the current contract, instead of including it as part of the contract modification.

MOTION: Mr. Hamilton withdrew his original motion and made a new motion to resume contract negotiations. Mr. Watkins seconded the motion. The motion was approved 6-1, with Ms. Littleton-Brewster voting no as she would prefer to talk to the County Commission before resuming negotiations.

MOTION: Mr. Jameson made a motion to propose an addendum on the present contract to reduce the mileage of acceptable waste from 150 to a 75-mile radius. Ms. Littleton-Brewster seconded the motion. The motion was approved 7-0.

Mr. Stevens updated that one of the last remaining significant issues from the latest draft of the contract modification is the closure of the 10.7 acres of the final area of phased closure in the expanded 53-acre footprint.

Mr. Stevens distributed a final copy of the audit.

Mr. Steve Field presented the Chairman's Report and the following invoices for payment: legal fees from Kennerly Montgomery totaling \$2,500; employee payroll taxes totaling \$53.83.

Mr. Field also stated that he received a copy of the semiannual groundwater report.

Mr. Field asked that Mr. Johnston bring a schedule of the tipping fee adjustment that will be implemented at the landfill.

MOTION: Mr. Hamilton made a motion to adjourn the meeting at 7:55 p.m. and Ms. Littleton-Brewster seconded the motion. It passed unanimously.

The Commission's next scheduled meeting is August 11th, 2020 at 6:30 p.m. at the Loudon County Courthouse Annex.

Respectfully submitted,

Steve Field, Chairman

Loudon County Solid Waste Disposal Commission.

DRAFT



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**Monthly Operations Report
Matlock Bend Landfill
August 11, 2020**

**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 TO LANDFILL AGREEMENT**

- V. LOUDON ANNUAL FINANCIAL REPORT REVIEW LETTER**

- VI. CPI ADJUSTMENT LETTER**

- VII. WEEKLY OPERATING REPORTS**

LANDFILL TONNAGE VOLUME
MONTH ENDING -
JULY 2020

MATLOCK BEND LANDFILL

MONTH	2019	2020	2019 TO 2020
JANUARY	13,578.63	15,673.95	2,095.32
FEBRUARY	11,770.32	14,263.17	2,492.85
MARCH	13,291.24	16,251.35	2,960.11
APRIL	14,140.50	9,791.81	(4,348.69)
MAY	14,366.28	10,315.74	(4,050.54)
JUNE	9,827.56	10,928.67	1,101.11
JULY	10,975.46	10,444.52	(530.94)
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	87,949.99	87,669.21	(280.78)

**DAILY AVG FOR ANY
RUNNING 30 DAY PERIOD 331.18**

CITY OF LOUDON

MONTH	2019	2020	2019 TO 2020
JANUARY	434.56	457.31	22.75
FEBRUARY	367.36	391.61	24.25
MARCH	434.95	486.81	51.86
APRIL	450.53	492.81	42.28
MAY	481.49	488.38	6.89
JUNE	464.46	494.58	30.12
JULY	549.23	498.94	(50.29)
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	3,182.58	3,310.44	127.86

LOUDON COUNTY

MONTH	2019	2020	2019 TO 2020
JANUARY	489.09	514.88	25.79
FEBRUARY	437.25	455.37	18.12
MARCH	527.14	598.09	70.95
APRIL	523.08	635.96	112.88
MAY	520.19	586.33	66.14
JUNE	527.77	595.84	68.07
JULY	581.24	578.33	(2.91)
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	3,605.76	3,964.80	359.04

**DAILY AVG FOR 22.5
DAY PERIOD 464.20**

WASTE SERVICES OF TN

MONTH	2019	2020	2019 TO 2020
JANUARY	2,912.60	3,339.43	426.83
FEBRUARY	2,545.03	2,998.43	453.40
MARCH	2,954.94	3,467.07	512.13
APRIL	3,275.88	3,382.68	106.80
MAY	3,419.31	3,550.36	131.05
JUNE	3,100.54	3,527.18	426.64
JULY	3,406.12	3,667.57	261.45
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	21,614.42	23,932.72	2,318.30

LENOIR CITY

MONTH	2019	2020	2019 TO 2020
JANUARY	359.51	375.20	15.69
FEBRUARY	310.75	339.26	28.51
MARCH	364.95	472.11	107.16
APRIL	399.46	564.05	164.59
MAY	421.45	452.37	30.92
JUNE	376.08	471.63	95.55
JULY	464.25	513.08	48.83
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	2,696.45	3,187.70	491.25

TENNESSEE TRASH

MONTH	2019	2020	2019 TO 2020
JANUARY	5,184.96	0.00	(5,184.96)
FEBRUARY	4,252.39	0.00	(4,252.39)
MARCH	5,009.22	0.00	(5,009.22)
APRIL	5,315.21	0.00	(5,315.21)
MAY	5,341.05	0.00	(5,341.05)
JUNE	0.00	0.00	0.00
JULY	0.00	0.00	0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	25,102.83	0.00	(25,102.83)

LANDFILL TONNAGE VOLUME
 MONTH ENDING -
 JULY 2020

MARION ENVIRONMENTAL - TVA ASB

MONTH	2019	2020	2019 TO 2020
DECEMBER '19	0.00	1,680.26	1,680.26
JANUARY	0.00	6,212.69	6,212.69
FEBRUARY	0.00	5,667.71	5,667.71
MARCH	0.00	5,769.39	5,769.39
APRIL	0.00	0.62	0.62
MAY	0.00	0.00	0.00
JUNE	0.00	0.00	0.00
JULY	0.00	0.00	0.00
AUGUST			0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	0.00	19,330.67	19,330.67

SITE	DATE	TIME	WEATHER
Loudon County Landfill SNL530000203 21712 Highway 72 North Loudon	7/14/2020	14:09	94, 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

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			

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VIOLATION		REGULATION	OBSERVATION NVO AOC V1 V2
GENERAL FACILITY STANDARDS			
8040	INADEQUATE INFORMATION SIGNS	0400-11-01-.04(2)(b)2 TCA 68-211-703(h)	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
8050	UNSATISFACTORY ACCESS ROAD(S)/PARKING AREA(S)	0400-11-01-.04(2)(b)3	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
8060	CERTIFIED PERSONNEL NOT PRESENT DURING OPERATING HOURS	0400-11-01-.04(2)(b)5	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
8070	UNAPPROVED SALVAGING OF WASTE	0400-11-01-.04(2)(b)6	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
LITTER CONTROL			
8110	UNSATISFACTORY LITTER CONTROL	0400-11-01-.04(2)(d)	? <input 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	Previous violations have been corrected. No violations found.						
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"/> <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			

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"/>
COMMENTS						
8450	IMPROPER COMPACTING OF WASTE	0400-11-01-.04(6)(a)2	?	<input checked="" 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"/>
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"/>
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"/>
COMMENTS						
8510	UNSATISFACTORY STABILIZATION OF COVER	0400-11-01-.04(6)(a)5,6	?	<input checked="" 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"/>
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"/>
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

N/A

**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: 2020.07.15 07:28:05 -04'00'

Materials Classification Report
Matlock Bend Landfill
Monthly Tonnage Summary July 2020

Material	Tonnage	2017 Sludge %		2018 Sludge %	
MSW		January	5%	January	4%
		February	8%	February	4%
MSW	8,748	March	8%	March	5%
Special Waste		April	7%	April	6%
		May	4%	May	8%
Other	1,211	June	2%	June	9%
Ash	0	July	3%	July	6%
Sludge	486	August	4%	August	4%
Total Special Waste	1,696	September	7%	September	2%
		October	8%	October	2%
Total MSW & SW	10,445	November	6%	November	5%
		December	5%	December	5%
		2019 Sludge %		2020 Sludge %	
Tires	36	January	5%	January	5%
Total Material	10,481	February	5%	February	4%
		March	4%	March	4%
% MSW	84%	April	4%	April	4%
		May	3%	May	4%
% Special Waste	16%	June	6%	June	5%
		July	5%	July	5%
% Sludge	5%	August	4%	August	
		September	4%	September	
		October	3%	October	
		November	4%	November	
		December	7%	December	

2020 Loudon MSW and Special Waste Analysis

Material	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MSW	7,481	6,695	8,585	8,552	8,740	9,242	8,748						58,043
Special Waste	8,193	7,568	7,666	1,240	1,575	1,687	1,696						29,626
Tires	31	26	42	43	55	53	36						287
Total	15,705	14,289	16,294	9,835	10,370	10,982	10,481	0	0	0	0	0	87,956
%													
MSW	48%	47%	53%	87%	84%	84%	83%						66%
Special Waste	52%	53%	47%	13%	15%	15%	16%						34%
Total	100%	100%	100%	100%	99%	100%	100%						100%

**2020-2021 Matlock Bend
Landfill Tire Report**

Month	Tonnage
Jul-20	31.25
Aug-20	
Sep-20	
Oct-20	
Nov-20	
Dec-20	
Jan-21	
Feb-21	
Mar-21	
Apr-21	
May-21	
Jun-21	
Total (tons)	31.25



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

PRINT FORM

RESET FORM

YEAR	2020
QUARTER	<input type="checkbox"/> Q1 JAN - MAR <input checked="" type="checkbox"/> Q2 APR - JUN <input type="checkbox"/> Q3 JUL - SEP <input type="checkbox"/> Q4 OCT - DEC

QUARTERLY SOLID WASTE SURCHARGE AND FACILITY INSPECTION FEE REPORT

1. FACILITY INFORMATION

FACILITY ID	SNL 53-103-0203			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 / Santeck Environmental LLC		(AREA CODE) + PHONE	423-303-7101	EMAIL	j.miller@santeckwasteservices.com		

2. FEE CALCULATION

LINE	DESCRIPTION	FORMULA	AMOUNT	UNITS	LINE
LINE 1	AMOUNT OF WASTE RECEIVED	FIRST MONTH OF REPORTING QUARTER	9791.81	TONS	1
LINE 2	AMOUNT OF WASTE RECEIVED	SECOND MONTH OF REPORTING QUARTER	10315.74	TONS	2
LINE 3	AMOUNT OF WASTE RECEIVED	THIRD MONTH OF REPORTING QUARTER	10928.67	TONS	3
LINE 4	TOTAL AMOUNT OF WASTE RECEIVED	ADD LINE1 + LINE2 + LINE3	31,036.22	TONS	4
LINE 5	SURCHARGE	MULTIPLY LINE 4 X .90	27,932.60		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	279.33		6
LINE 7	SUBTOTAL	SUBTRACT LINE 5 - LINE 6	27,653.27		7
LINE 8	FACILITY INSPECTION FEE	MULTIPLY LINE 4 X .35	10,842.68		8
LINE 9	SUBTOTAL	ADD LINE 7 + LINE 8	38,515.95		9
LINE 10	OUTSTANDING DEBIT	ENTER DEBIT AMOUNT HERE, ADD TO LINE 9 AND ENTER TOTAL ON LINE 12	0		10
LINE 11	OUTSTANDING CREDIT	ENTER CREDIT AMOUNT HERE, SUBTRACT FROM LINE 9 AND ENTER TOTAL ON LINE 12	0		11
LINE 12	TOTAL DUE	PAY THIS AMOUNT ⇨	\$38,515.95		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.

 SIGNATURE OF OWNER / OPERATOR	Jamie Miller PRINTED NAME
Staff Accountant TITLE	7/14/20 DATE SIGNED

LANDFILL ORIGIN REPORT

QUARTER 2 (APRIL TO JUNE) | 2020

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

Comments:

2. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

Blount

Amount of Waste Received (Tons): *

162.36

Comments:

3. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

Knox

Amount of Waste Received (Tons): *

1,056.20

Comments:

4. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

Loudon

Amount of Waste Received (Tons): *

25,271.03

Comments:

5. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

McMinn

Amount of Waste Received (Tons): *

107.63

Comments:

6. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

Meigs

Amount of Waste Received (Tons): *

0.22

Comments:

7. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

Monroe

Amount of Waste Received (Tons): *

1,355.16

Comments:

County

Transfer Station

Out of State

Select County: *

Roane

Amount of Waste Received (Tons): *

3,030.00

Comments:

The Marion SPW job did not occur in the 2nd qtr

9. Origin of Waste

Waste Received From: *

County

Transfer Station

Out of State

Select County: *

Rhea

Amount of Waste Received (Tons): *

15.23

Comments:

Total Waste Received (Tons):

31,036.22

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: Jul 21, 2020 at 02:40 PM CDT by jmillers@santekenviro.com

Response last updated on: Jul 21, 2020 at 02:40 PM CDT by jmillers@santekenviro.com

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 2020	Q2 2020	Q3 2020	Q4 2020	YTD Total
Anderson	County	75.85	38.39			114.24
Knox	County	1,041.73	1,056.20			2,097.93
Loudon	County	23,791.54	25,271.03			49,062.57
McMinn	County	115.25	107.63			222.88
Monroe	County	783.58	1,355.16			2,138.74
Roane	County	20,179.24	3,030.00			23,209.24
Blount	County	150.64	162.36			313.00
Meigs	County	8.76	0.22			8.98
Rhea	County	41.88	15.23			57.11
Bradley	County	0.00	0.00			0.00
		46,188.47	31,036.22	0.00	0.00	77,224.69

Matlock Bend Landfill - Module E 2020 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)
		10,611		1.37		
May 25, 2020	628,843	-	-	-	-	-
May 26-31, 2020	-	1,915	A	1.37	2,624	626,219
June	-	10,982	A	1.37	15,045	611,174
July	-	10,481	A	1.37	14,359	596,815
August	-	10,611	P	1.37	14,537	582,278
September	-	10,611	P	1.37	14,537	567,741
October	-	10,611	P	1.37	14,537	553,204
November	-	10,611	P	1.37	14,537	538,667
December	-	10,611	P	1.37	14,537	524,130
January '21	-	10,611	P	1.37	14,537	509,593
February	-	10,611	P	1.37	14,537	495,056
March	-	10,611	P	1.37	14,537	480,519
April	-	10,611	P	1.37	14,537	465,982
May	-	10,611	P	1.37	14,537	451,444
June	-	10,611	P	1.37	14,537	436,907
July	-	10,611	P	1.37	14,537	422,370
August	-	10,611	P	1.37	14,537	407,833
September	-	10,611	P	1.37	14,537	393,296
October	-	10,611	P	1.37	14,537	378,759
November	-	10,611	P	1.37	14,537	364,222
December	-	10,611	P	1.37	14,537	349,685

¹ = Remaining airspace based on May 25, 2020 aerial survey.

Full Date

January-2024

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 = 1.37 cy/ton)

Tonnage for Past 3 Months

May	10,370
June	10,982
July	10,481
Average	10,611

cc: Tim
Matt
Paul
Ben
Justin
Mark



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

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

August 1, 2020

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 July 1, 2020 to July 31, 2020:

Host Fees (Greater of below) –	
Total Tip Fees Billed	\$261, 558.04
Host Fee Percentage	<u>3.96%</u>
	\$ 10,357.70
Minimum Fee	<u>\$ 10,560.00</u>
Security Fees (Greater of below) –	
Total Tonnage Received	10,444.52
Rate per ton	<u>\$ 1.00</u>
Total	\$ 10,444.52
Total Tip Fees Billed	\$261,558.04
Security Fee Percentage	<u>5.00%</u>
	<u>\$ 13,077.90</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 August , 2020, 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, Exhibit C, Exhibit D, and Exhibit E to this Second Amendment as Exhibit B, Exhibit C, Exhibit D, and Exhibit E, respectively, to the Agreement. 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 would bring 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 associated with the 67.2 acre Landfill included in the Major Permit Modification application will be shown as 1,125 ft. msl.
 - (c) A cell delineation and grading plan will be developed for the expansion areas by the Contractor that is substantially consistent with the plan prepared by the Contractor and shown in Exhibit B attached to this Agreement. A final grading plan will also be developed by the Contractor that 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. The final grading plan for the entire 67 acre Landfill should be substantially consistent with the grades shown in Exhibit C. It is noted that these grades extend into the previously identified Unconstructed Footprint. As noted above, the Contractor shall not advance any construction within the Unconstructed Footprint shown on Exhibit C without a further amendment to this Agreement. The total potential closure area and closure grades for this Agreement are shown in Exhibit D
 - (d) A Phased Closure Plan and implementation timeline will be developed by Contractor and submitted for approval by the Commission before submittal to TDEC as part of the Major Permit Modification. The Commission shall promptly review and approve the Phased Closure Plan within thirty (30) days of receipt from the 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 the milestones identified in Section 8.2 will be implemented as part of this Agreement. The Phased Closure Plan and implementation timeline submitted by the Contractor to TDEC for approval will be substantially consistent with the plan prepared by the Contractor and shown in Exhibit E attached to this Agreement. The attached Phased Closure Plan or the later developed Phased Closure Plan approved by the Commission pursuant to this section that is submitted to TDEC, is referred to hereinafter as the “Phased Closure Plan.”

The Commission shall cooperate with and support the Contractor’s efforts to obtain the Major Permit Modification as long as the permit issued by TDEC materially incorporates the foregoing modification items in subsection (a) through (d) above. The 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 of this Second Amendment by all the parties hereto. 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 reaches the closure grades shown in Exhibit D; 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 the 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 F and Exhibit G to this Second Amendment as Exhibit F and Exhibit G, respectively, to the Agreement. Section 5.6 of the Agreement is amended by inserting a new sentence to subsection (a) immediately after the existing first sentence as follows:

The Commission shall take any and all actions necessary to provide the 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 G. 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 at the Landfill by the Contractor. Prior to obtaining any soils from any portion of the Adjacent Property, the Contractor shall prepare a grading plan to show the location and sequence of proposed excavations and also prepare an Erosion and Sediment Control (the “ES&C”) Plan and an Interim and Final Vegetation 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) 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 permitting, operating, and stabilizing 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. Hereinafter, Access Roads are defined as paved surfaces of two or more lanes. Currently the only Access Road is State Highway 72, but additional Access Roads may be constructed over the term of the Agreement. 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 maintain litter, runoff, debris, and other foreign material from the roads internal to the Landfill 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 F. Contractor shall make reasonable efforts to ensure that all traffic exiting the Landfill fully utilizes the wheel wash system before accessing any Access Roads. Contractor shall visually inspect the Landfill, the soil borrow area, and Access Road(s) monthly, and verify, by brief monthly written reports submitted to the Commission, satisfactory maintenance of environmental conditions as specified.
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 presented in Exhibit E and required by TDEC in the Major Permit Modification. Unless otherwise agreed to in writing by the Contractor and the Commission, the Contractor shall sequentially develop (in order) Modules 1, 2, 3, and 4 within the Amended Footprint as shown on Exhibit C during the term of this Agreement. Similarly, the Phased Closure Plan developed

by the Contractor shall obligate Contractor to sequentially close (in order) the five Closure Areas (“CAs) within the Amended Footprint as shown on Exhibit E during the term of this Agreement. Unless otherwise agreed to in writing by the Contractor and the Commission, the Contractor shall comply with the following closure schedule:

- The Contractor shall close approximately 12.9 acres represented as CA-1 on Exhibit E within one hundred eighty (180) days after receiving the TDEC certification letter for the new cell construction of Module 2. Based on current volume and density, Contractor estimates closure of CA-1 to be in 2025.
- The Contractor shall close approximately 11.6 acres represented as CA-2 on Exhibit E within one hundred eighty (180) days after receiving the TDEC certification letter for the new cell construction of Module 4. Based on current volume and density, Contractor estimates closure of CA-2 to be in 2034.
- The Contractor shall close approximately 8.6 acres represented as CA-3 on Exhibit E within one hundred eighty (180) days after receiving the TDEC certification letter for the new cell construction of Module 5. Based on current volume and density, Contractor estimates closure of CA-3 to be in 2036.
- The Contractor shall close approximately 8.5 acres represented as CA-4 on Exhibit E, upon the earlier of achieving the closure grades identified in Exhibit D or the end of the term of this Agreement.

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 Commission shall serve Contractor written notice 2 years prior to the end of the term of the Agreement or natural operational life of the Amended Footprint regarding its future intentions for expansion into the Unconstructed Footprint. Thereafter, the Contractor shall be responsible for completing, at its sole expense, final Closure of approximately 10.7 acres represented as CA-5 on Exhibit E, within two hundred seventy (270) days following the end of the term of this Agreement. This shall result in Contractor closing all portions of the Amended Footprint shown in Exhibit E within the time periods set forth in this Section. .

(c) In the event that the Commission elects to extend the life of the Landfill beyond the Amended Footprint, the Commission shall give Contractor at least two (2) years written notice that the Commission plans to continue operation of the Landfill and plans to develop within the Unconstructed Footprint. In this event, the Contractor shall remain responsible for final closure of the 10.7 acres of the Amended Footprint represented as CA-5 on Exhibit E. However, if the Commission determines in its sole discretion that closure of the 10.7 acres of the

Amended Footprint represented as CA-5 is not desirable based upon Landfill operating conditions or future Landfill expansion plans, the parties may negotiate in good faith to reach a future written agreement. .

(d) 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.

- (a) 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).
- (b) Contractor shall meet its financial assurance requirements under this provision by providing the Commission with a performance bond, at the Contractor's 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, the Commission will be the named primary beneficiary of such performance bond. The State of Tennessee shall be named as secondary beneficiary of such performance bond. In the event that the Contractor defaults on its obligation to complete all required Closure of the Landfill, then the performance bond shall be released to the

Commission. 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 the 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 any portion of the Landfill under this Agreement, as verified in writing by both the Commission and TDEC, the Contractor may immediately cancel or terminate any and all bonds, letters of credit or other similar instruments provided to the Commission by the Contractor for that closed portion of the Landfill.

- (c) Notwithstanding the foregoing, the Contractor may from time to time request in writing permission from the Commission to substitute the methods and/or instruments of financial assurance, provided that such methods and/or instruments shall not be altered or modified by the Contractor without the Commission's written permission. The Commission shall respond in writing to any request from the Contractor to substitute the methods and/or instruments of financial assurance within 60 days of receipt from the Contractor. The form of any financial assurance instrument provided by the Contractor to the Commission must be acceptable to and approved in writing by TDEC.

- 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 the 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

[Major Permit Modification Footprint]



LEGEND

- MAJOR PERMIT MODIFICATION FOOTPRINT ~ 67.2 ACRES
- AMENDED FOOTPRINT AREA ~ 53 ACRES
- UNCONSTRUCTED FOOTPRINT ~ 14.2 ACRES

MAJOR PERMIT MODIFICATION
FOOTPRINT

MATLOCK BEND LANDFILL
LOUDON COUNTY, TENNESSEE

DRAWN BY: JW	SCALE: NTS	DATE: 9/6/19
CHECKED BY: RV	APPROVED BY: RV	



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

200-1914.1
file dwg. no.

B
EXHIBIT

EXHIBIT B revised
job no.

EXHIBIT C

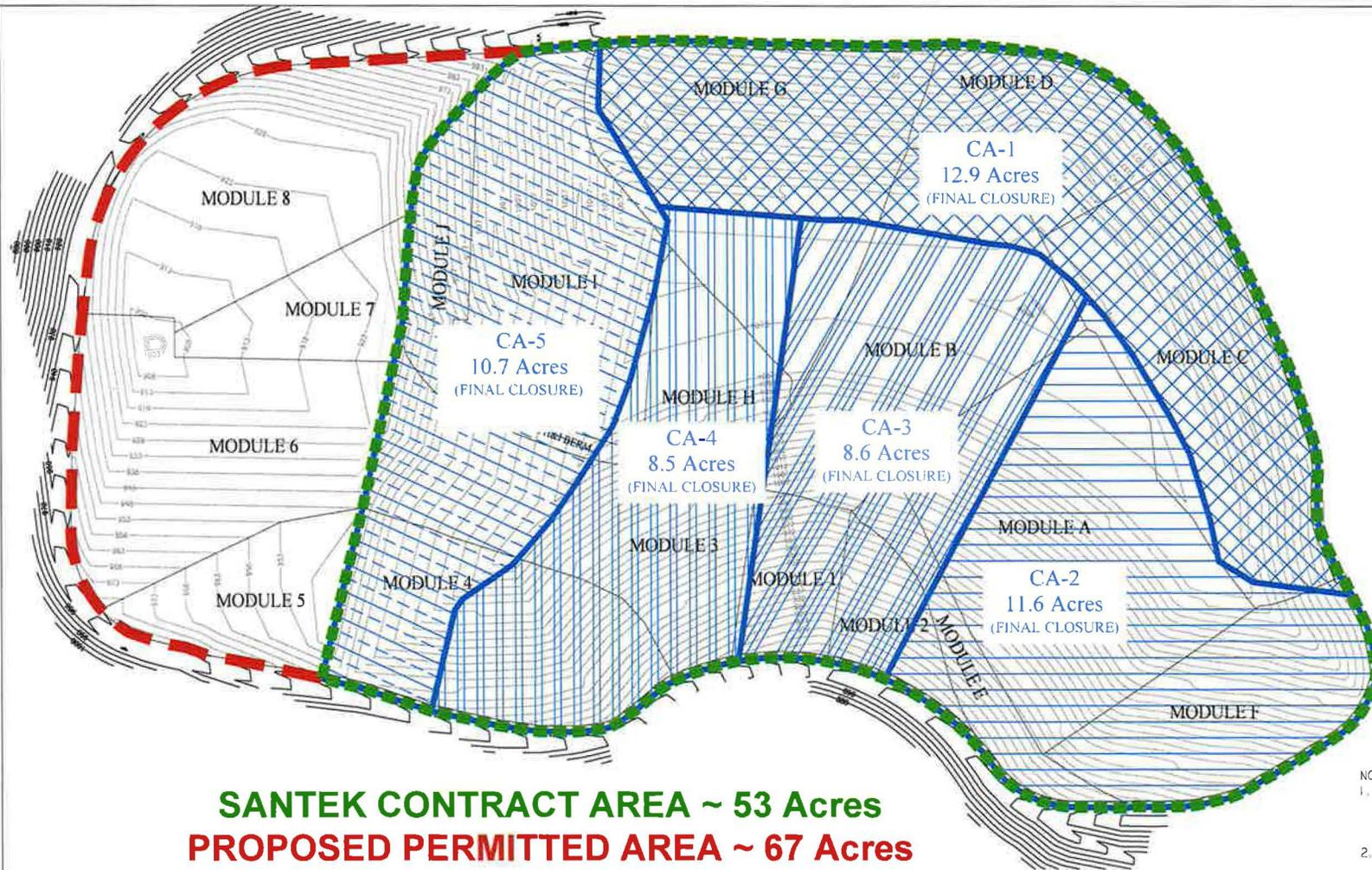
[Final Grading Plan for Entire 67 Acres]

EXHIBIT D

[Final Closure Areas of Amended Footprint]

Exhibit E

[Phased Closure Plan]



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

- 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.



REV	DATE	DESCRIPTION	BY

PHASED CLOSURE PLAN
 MATLOCK BEND LANDFILL
 LOUDON COUNTY, TENNESSEE

	DATE: 03/28/2020 DRAWN BY: J. B. BROWN CHECKED BY: J. B. BROWN APPROVED BY: J. B. BROWN FILE NO: 16-00-00000 SHEET NO: 1 OF 1	
	PROJECT: MATLOCK BEND LANDFILL TITLE: PHASED CLOSURE PLAN	

EXHIBIT F

[Attach Wheel Wash System Specs]



WHEEL WASH SYSTEM SPECS			 650 25TH STREET NW SUITE 100 CLEVELAND, TENNESSEE (423) 303-7101	F EXHIBIT
MATLOCK BEND LANDFILL LOUDON COUNTY, TENNESSEE				
DRAWN BY: DV	SCALE: AS SHOWN	DATE: 6/12/19		
CHECKED BY: RV	APPROVED BY: PV			

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 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



FRUTIGER Company AG | Stegackerstrasse 26 | CH-8409 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) 589-3377
 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 Tim Holmes
Phone (519) 589-3377
E-mail 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.

Your MobyDick Sales Engineer

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

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 (519) 589-3377

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.

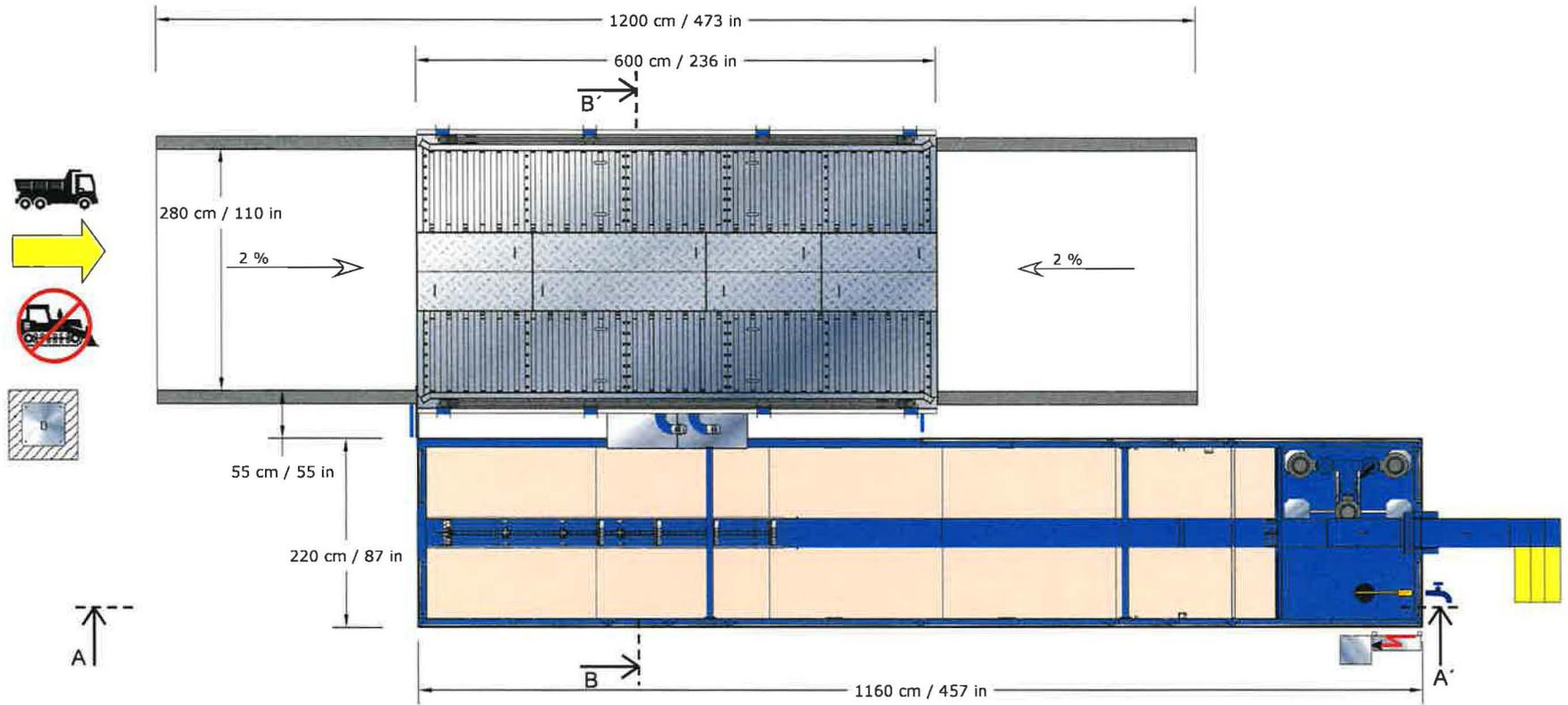


- 2006/42/EC:2009, Machinery Directive
- 2004/18/EC:2004, EMC Directive
- EN 60204-1, Electrical equipment of machines
- EN 60439-1, Low-voltage switchgear assemblies

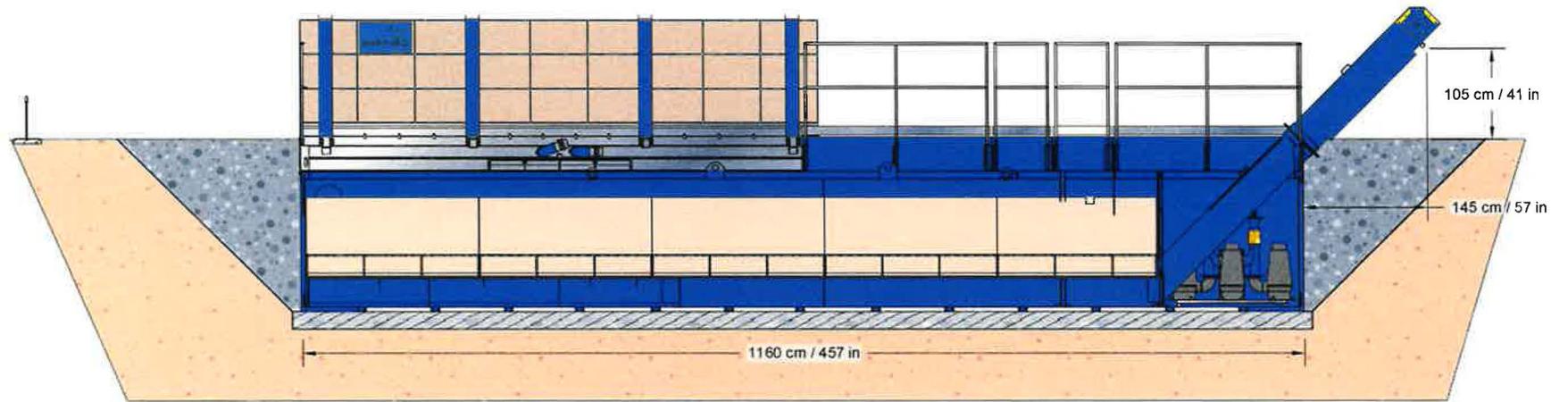
It also fulfils Directive 2014/35/EU:2014 in accordance with Annex I No. 1.5.1 MD 2006/42/EC with regard to its safety objectives.

Your MobyDick Sales Engineer

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



SECTION A-A'



SECTION B-B'

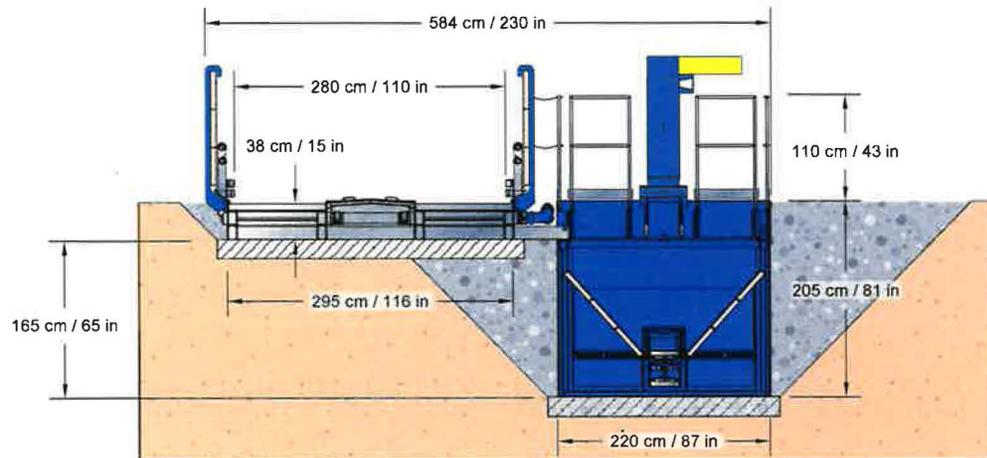
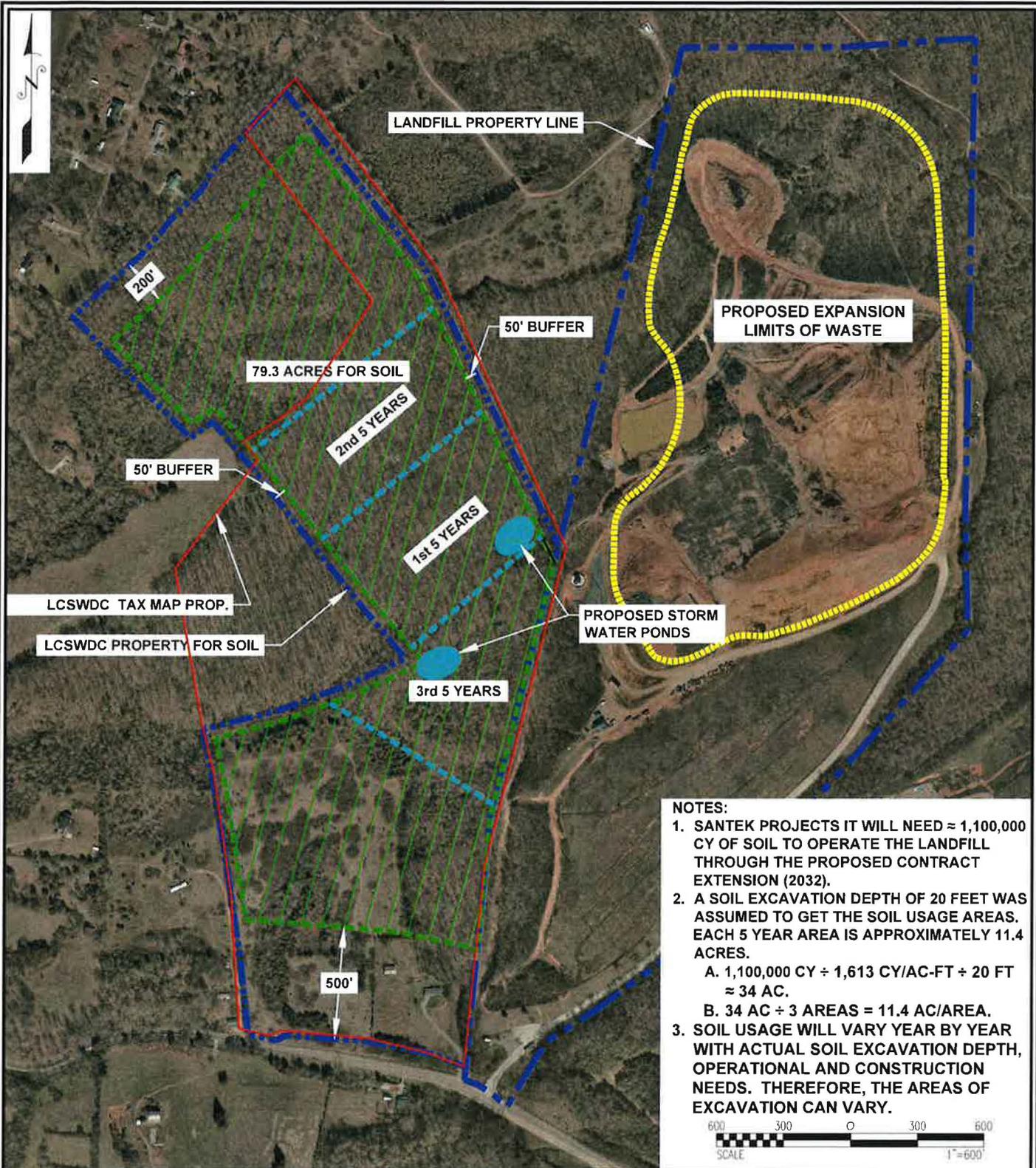


EXHIBIT G

[LCSWDC Soil Property]



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



LCSWDC SOIL PROPERTY

**MATLOCK BEND LANDFILL
LOUDON COUNTY, TENNESSEE**

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



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

**G
EXHIBIT**



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

July 20, 2020

Board of Directors
Loudon County Solid Waste Disposal Commission
101 Mulberry Street, Suite 102
Loudon, TN 37774

Board of Directors:

I have reviewed the annual financial report on the Loudon County Solid Waste Disposal Commission for the fiscal year ended June 30, 2019, as audited by Mitchell Emert and Hill, Certified Public Accountants. As a result, this report has been filed as part of the public records of the State of Tennessee.

If you need to contact our office, please call 615.747.8851 or email Mark.Fawver@cot.tn.gov. You may also send a response to this letter to the Tennessee Comptroller of the Treasury Division of Local Government Audit, Cordell Hull Building 4th Floor, 425 Fifth Avenue North, Nashville, TN 37243.

Sincerely,

A handwritten signature in black ink that reads "Mark Fawver".

Mark Fawver
Contract Audit Review Specialist

9109

cc: Mitchell Emert and Hill
Certified Public Accountants



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

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

August 11, 2020

Loudon County Solid Waste Disposal Commission
Attn: Steve Field, Chairman
Loudon County Annex
101 Mulberry Street, Suite 102
Loudon, TN 37774

Dear Steve,

Pursuant to Section 10.3 "Tipping Fees and Other Charges," outlined in the Sanitary Landfill Operation Agreement between Santek Environmental and the Loudon County Solid Waste Disposal Commission, please accept this letter as written notice for a rate adjustment to the Area Governmental Users and General Tipping Fees. As outlined in Section 10.3 of the Agreement, rates can be adjusted annually to capture changes in the cost of doing business, as measured by fluctuation in the Consumer Price Index (CPI) issued by the Bureau of Labor Statistics of the United States Department of Labor. The tipping fees shall be adjusted each July 1, to reflect changes, if any, during the previous twelve (12) month period ending each May 31.

For the period beginning June 1, 2020 and ending May 31, 2021, the CPI adjustment to the tipping fees will increase .118%. In addition to the tipping fees, the CPI adjustment will be applied to the host fee, both of which will go into effect August 1, 2020. Shall you have any questions please do not hesitate to reach out to me.

	Old Rate	New Rate	Date of CPI Adjustment
Area Governmental Users	\$21.13	\$21.15	August 1, 2020
General Tipping Fee	\$28.45	\$28.48	August 1, 2020

Sincerely,

A handwritten signature in black ink that reads "Mark C Mathys". The signature is written in a cursive style with a large, prominent "M" and "S".

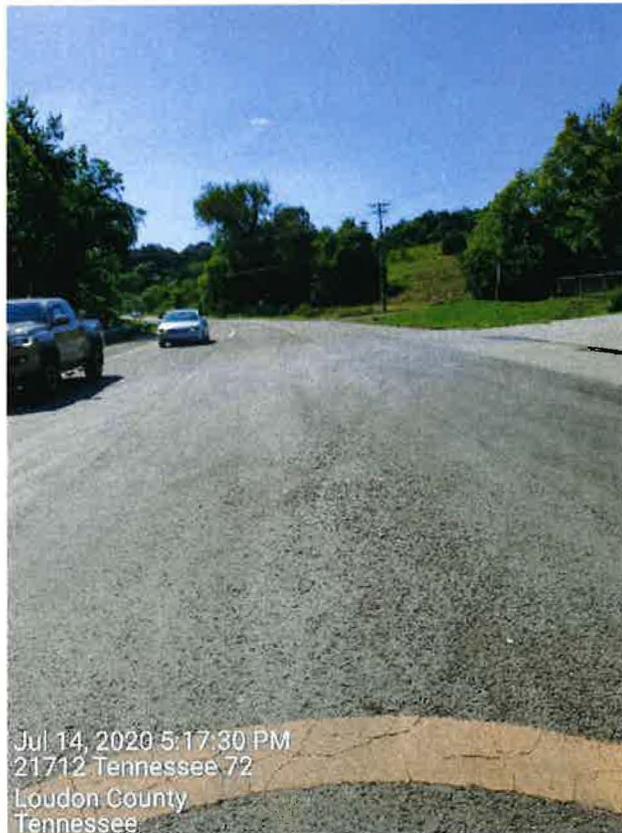
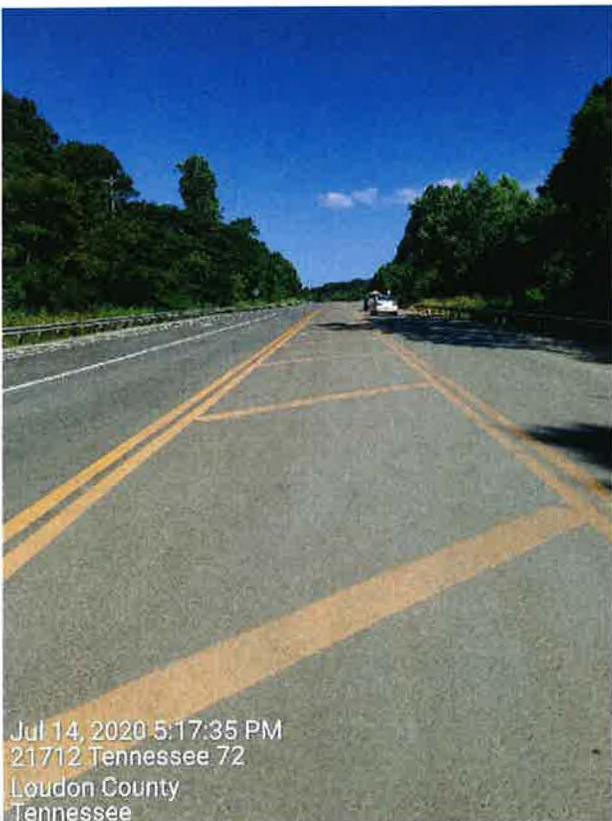
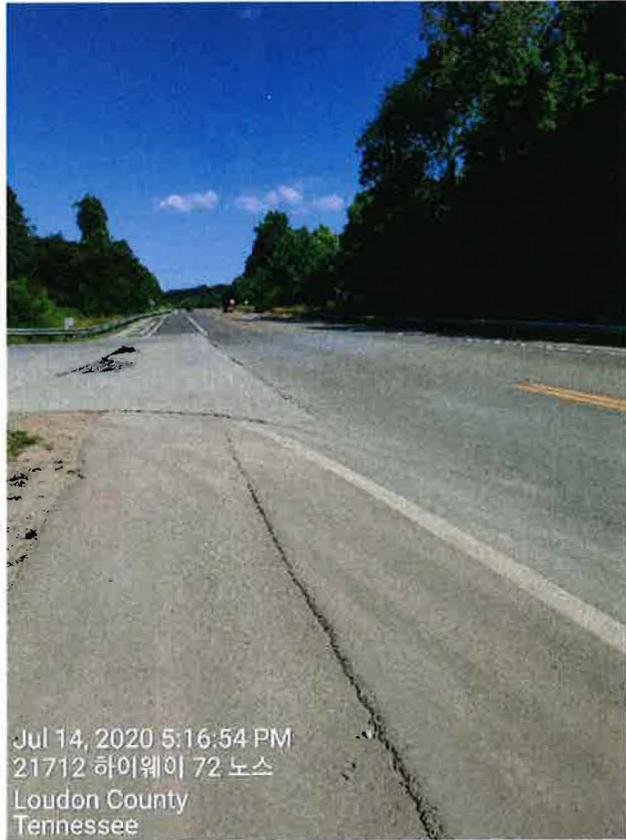
Mark Mathys, CPA
Vice President of Finance and Controller
Santek Waste Services LLC

Cc: Matt Dillard, EVP of Operations
Ben Johnston, VP of Corporate Business Development
Brandi Jones, Landfill Accounts Receivable Coordinator

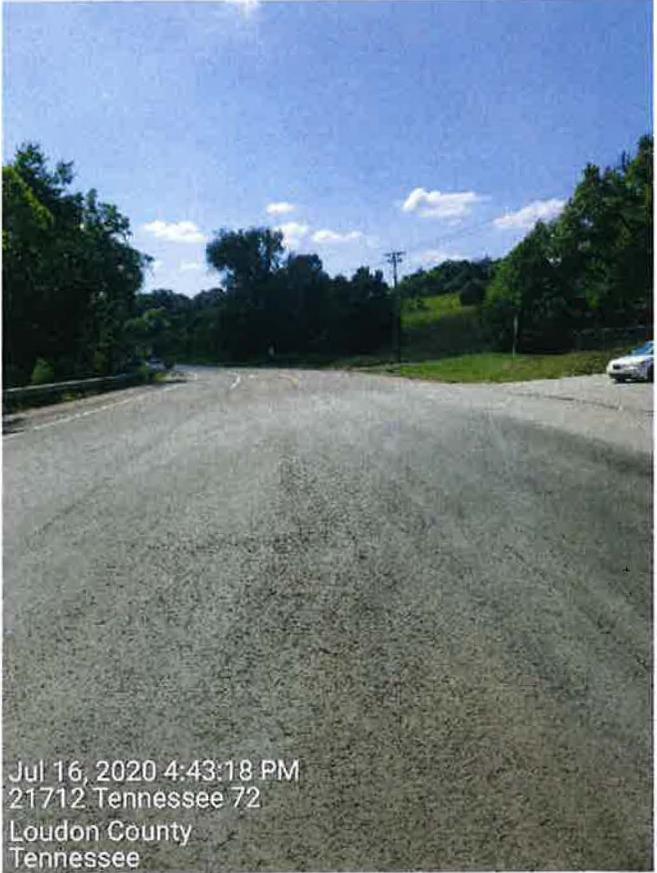
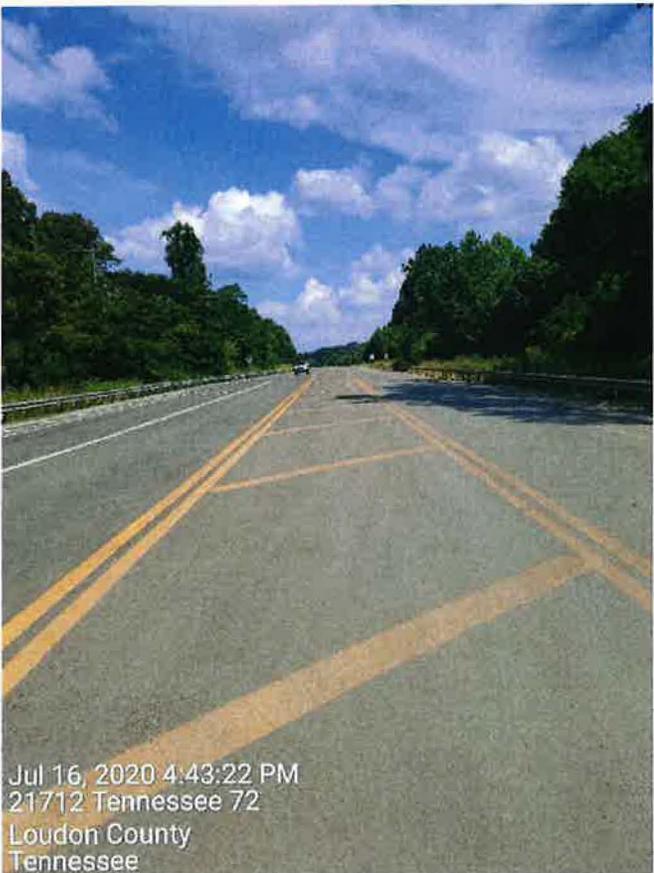
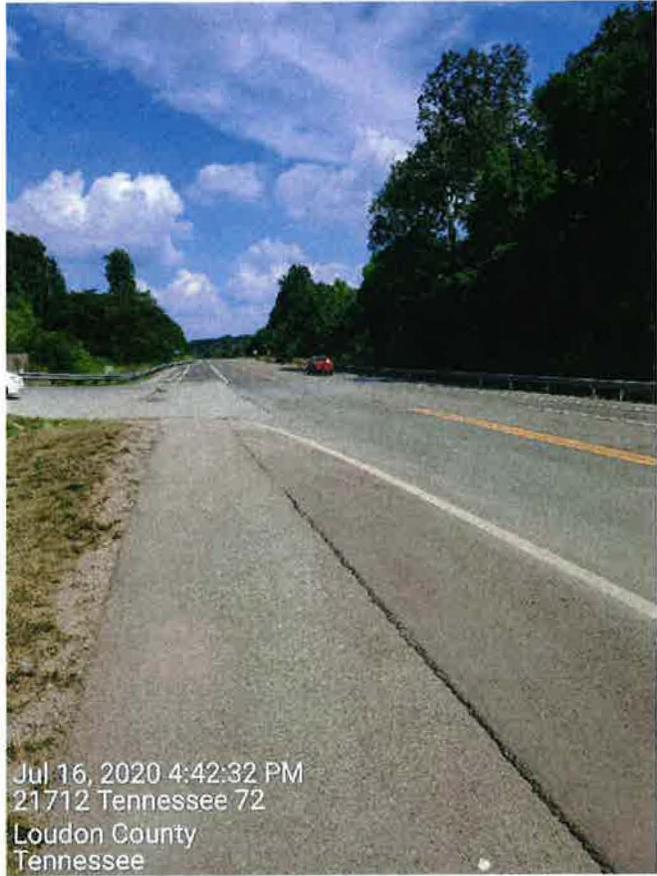
Matlock Bend Landfill – Weekly Operating Report

July 13 – July 25, 2020: (Pictures taken three days a week on Tuesday, Thursday, & Saturday)

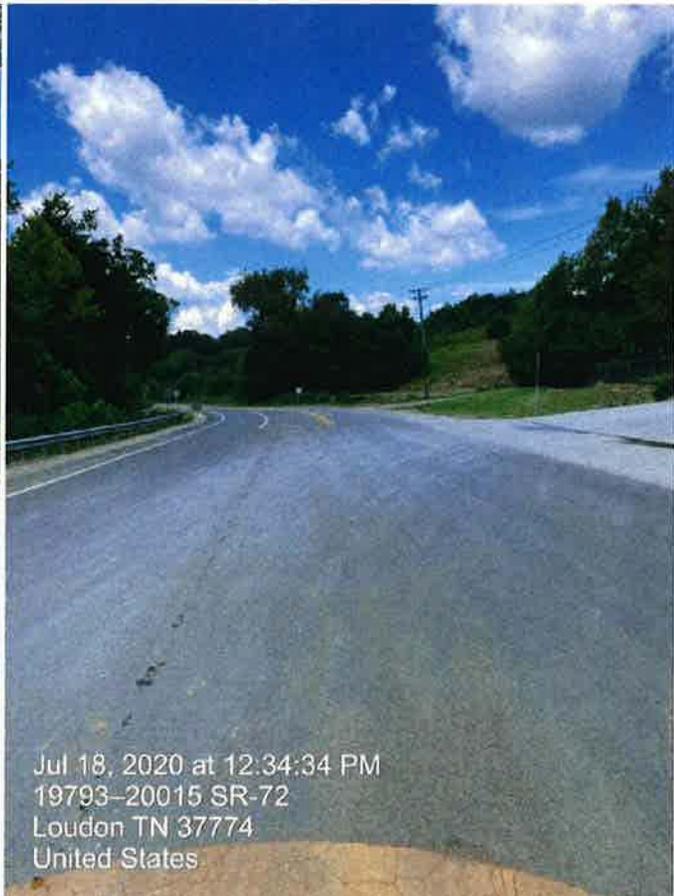
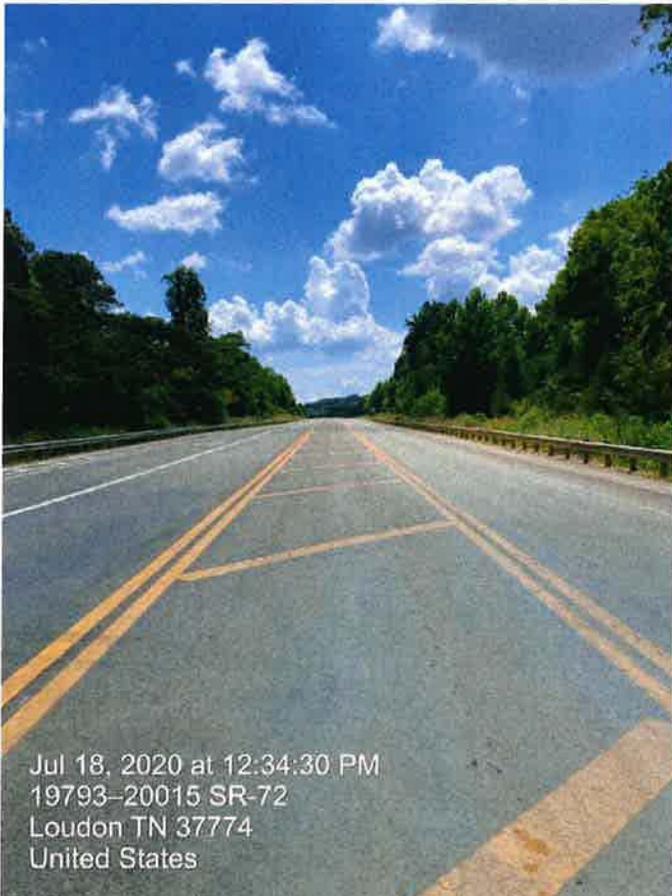
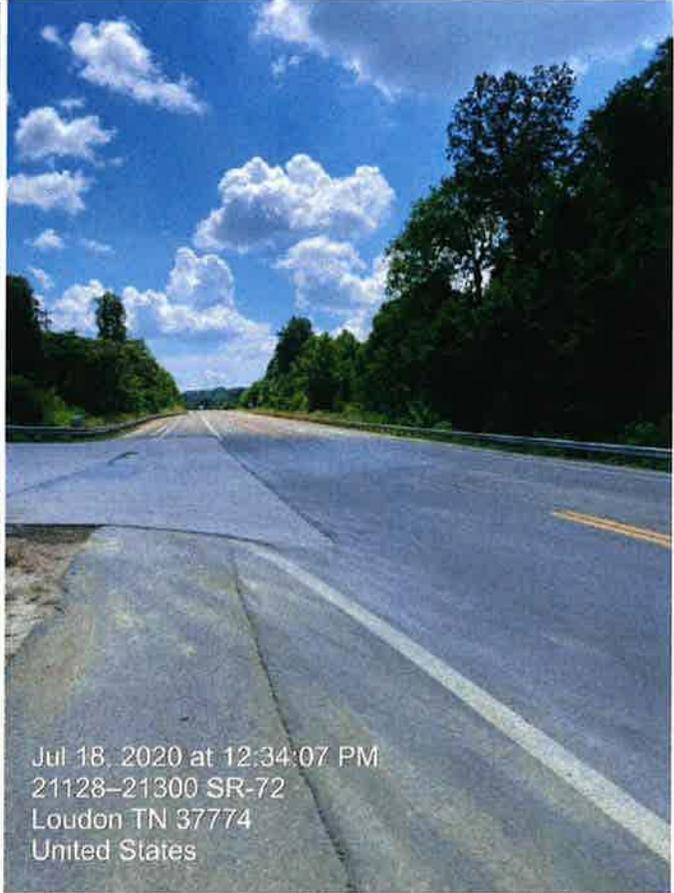
June 14, 2020:



July 16, 2020:



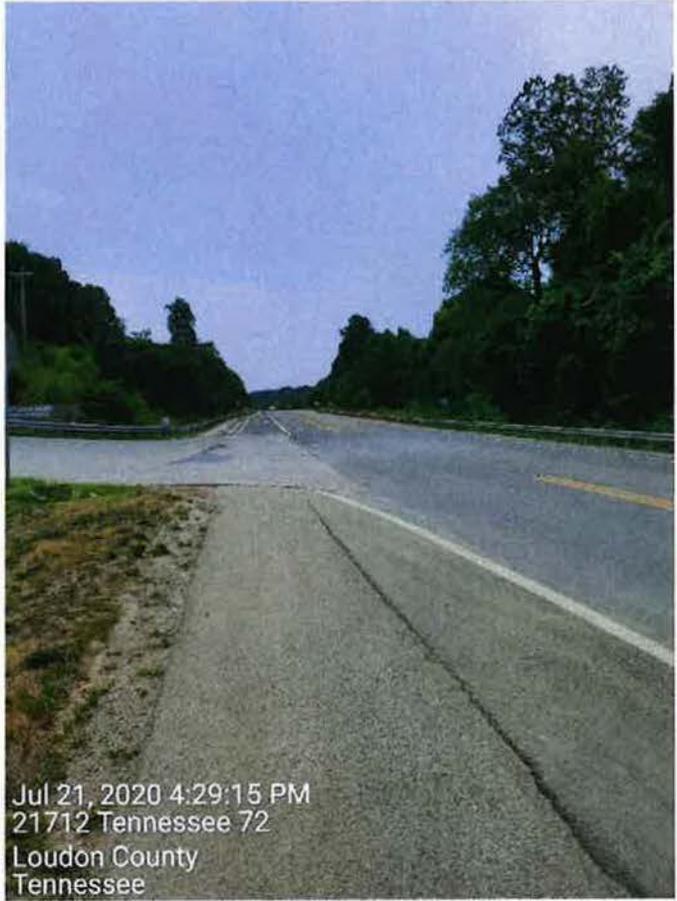
July 18, 2020:



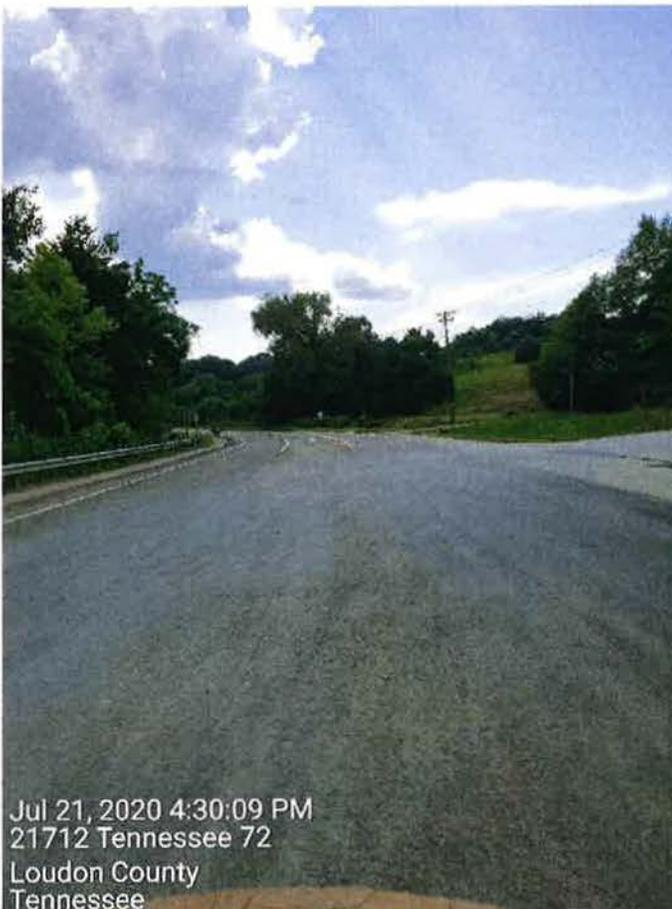
July 21, 2020:



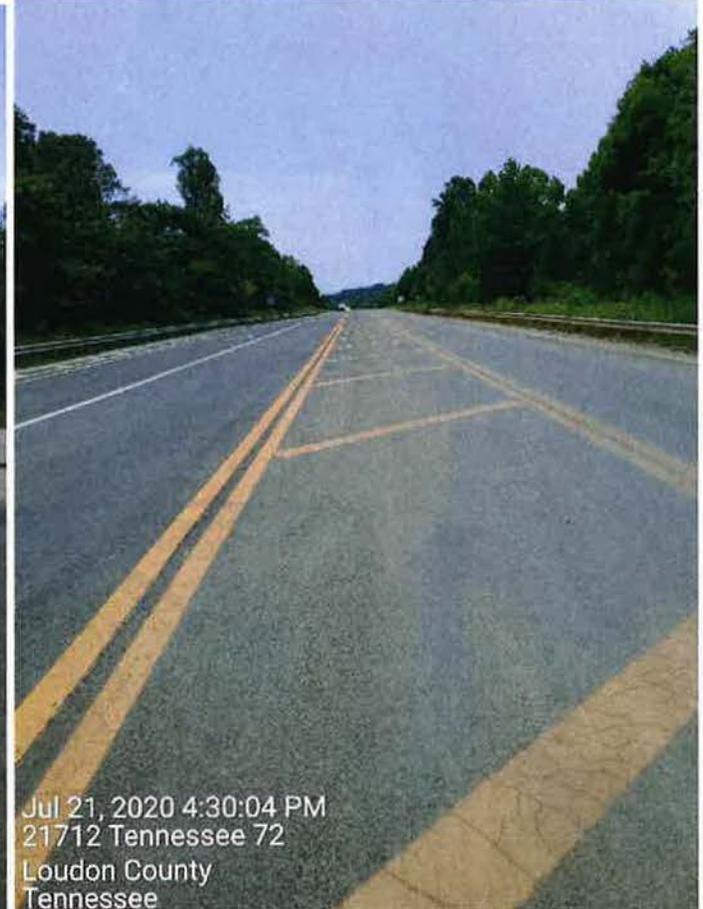
Jul 21, 2020 4:27:03 PM
21712 Tennessee 72
Loudon County
Tennessee



Jul 21, 2020 4:29:15 PM
21712 Tennessee 72
Loudon County
Tennessee

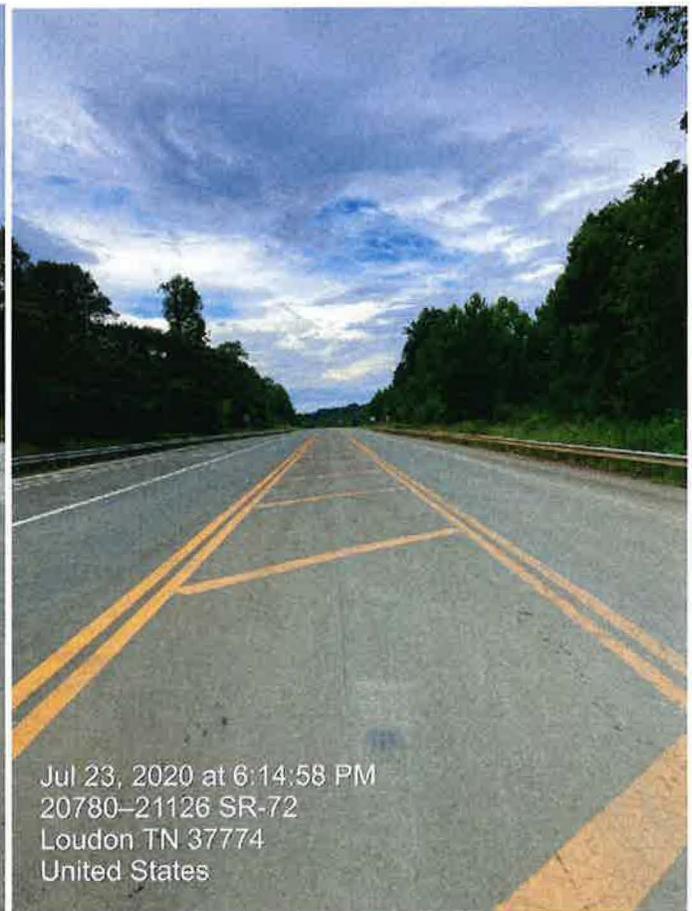
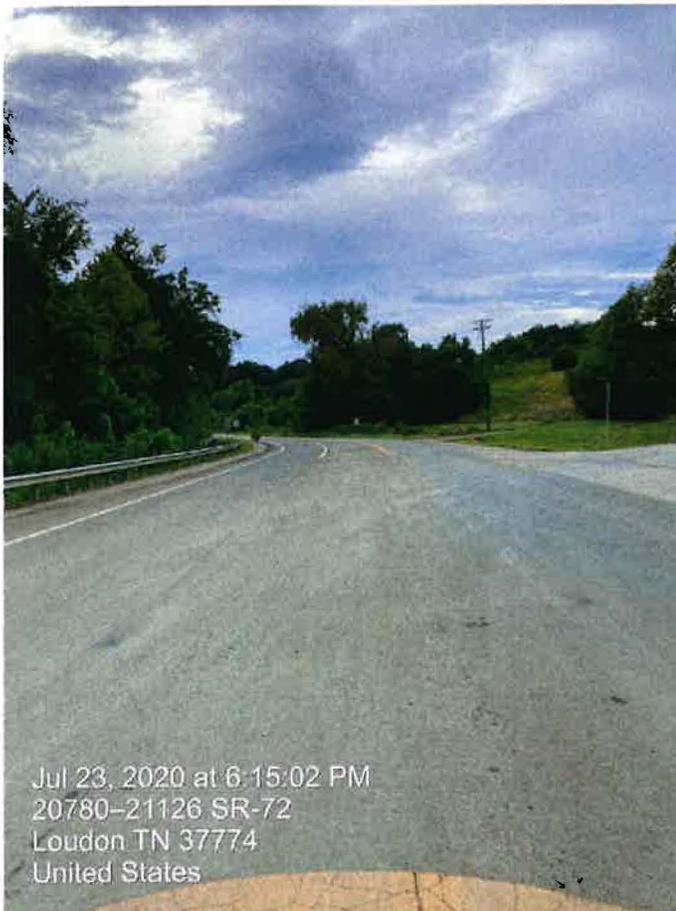
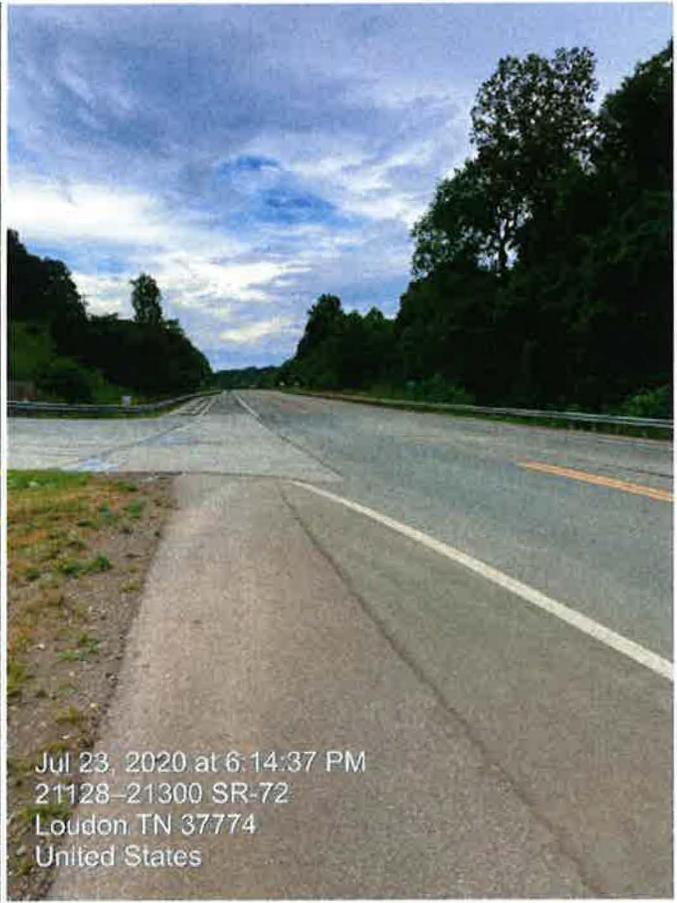


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21712 Tennessee 72
Loudon County
Tennessee

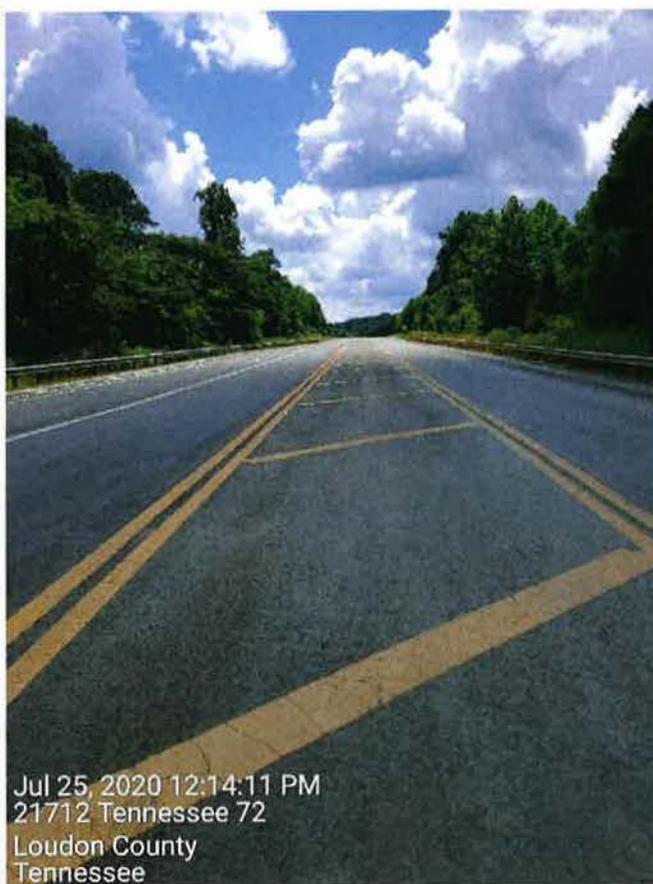
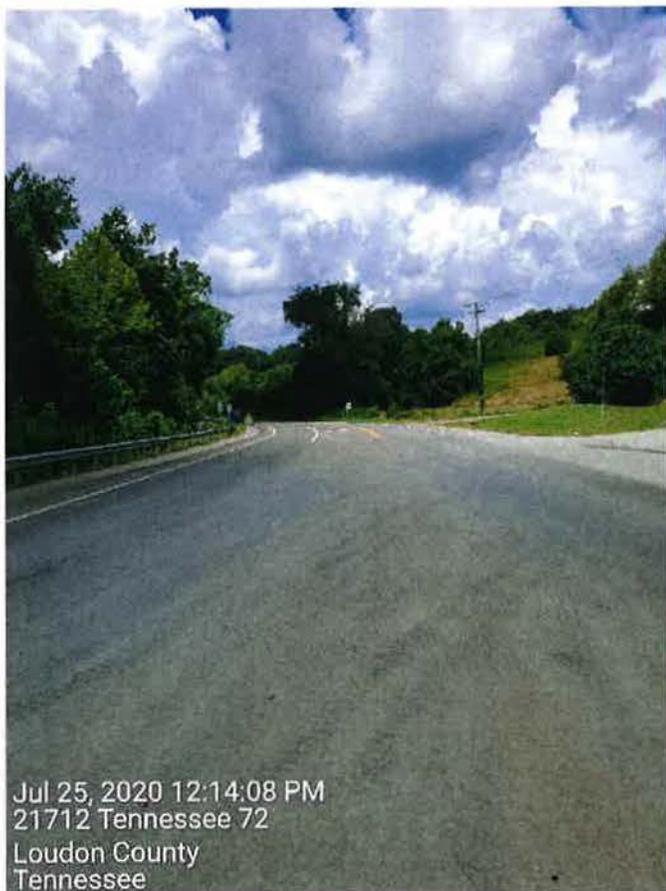


Jul 21, 2020 4:30:04 PM
21712 Tennessee 72
Loudon County
Tennessee

July 23, 2020:



July 25, 2020:



Matlock Bend Landfill – Highway 72 Maintenance log

Date: 7/13/20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	9:15	AM
2		✓	12:40	AM
3		✓	3:50	JH
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**** Please place an "X" in the designated box to indicate the activity performed.**

Matlock Bend Landfill – Highway 72 Maintenance log

Date: 7/14/20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	9:00	AM
2		✓	11:20	JH
3		✓	3:00	JH
4		✓	4:05	JH
5				
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**** Please place an "X" in the designated box to indicate the activity performed.**

Matlock Bend Landfill – Highway 72 Maintenance log

Date: 7-15-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	8:00	AH
2		✓	10:30	AH
3				
4		✓	1:30	AH
5				
6		✓	3:45	JH
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**** Please place an "X" in the designated box to indicate the activity performed.**

Matlock Bend Landfill – Highway 72 Maintenance log

Date: 7-16-20

Hours - 34.26
4:15 pm

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9:40	AH
2		<input checked="" type="checkbox"/>	11:00	JH
3		<input checked="" type="checkbox"/>	3:43	AH
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** Please place an "X" in the designated box to indicate the activity performed.

Matlock Bend Landfill – Highway 72 Maintenance log

29 gal

Hours
3427

Date: 7-17-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	9:05	AH
2		✓	11:03	AH
3		✓	1:27	AH
4		✓	2:36	AH
5		✓	2:54	AH
6		✓	3:20	AH
7		✓	3:31	AH
8		✓	3:46	AH
9		✓	4:06	AH
10		✓	4:14	AH
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** Please place an "X" in the designated box to indicate the activity performed.

Matlock Bend Landfill ~ Highway 72 Maintenance log

Date: 7-18-00

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	12:30	JH
2				
3				
4				
5				
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**** Please place an "X" in the designated box to indicate the activity performed.**

Matlock Bend Landfill – Highway 72 Maintenance log

Date: 7-20-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	9:00	AH
2		✓	11:00	AH
3		✓	1:45	AH
4		✓	4:00	AH
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** Please place an "X" in the designated box to indicate the activity performed.

Matlock Bend Landfill – Highway 72 Maintenance log

hours
Start 3428
Finish 3431

Date: 7-21-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	7:50	AH
2		✓	↓	AH
3		✓		AH
4		✓	10:20	AH
5		✓	10:30	AH
6		✓	10:30 1:07	AH
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** Please place an "X" in the designated box to indicate the activity performed.

Matlock Bend Landfill – Highway 72 Maintenance log

hours
 start - 3:43
 finish -

Date: 7-22-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	7:43	AA
2		✓	8:01	AA
3				
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**** Please place an "X" in the designated box to indicate the activity performed.**

Matlock Bend Landfill – Highway 72 Maintenance log

hours
finish - 3433

Date: 7-23-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	945	AH
2				
3				
4		✓	2:35	AH
5		✓	↓	AH
6		✓	↓	
7		✓	4:14	
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** Please place an "X" in the designated box to indicate the activity performed.

Matlock Bend Landfill – Highway 72 Maintenance log

Date: 7-24-20

finish-3487

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	7:45	AH
2		✓	11:45	AH
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**** Please place an "X" in the designated box to indicate the activity performed.**

Matlock Bend Landfill – Highway 72 Maintenance log

Date: 7-25-20

hours
Start-3437
Finish-3437

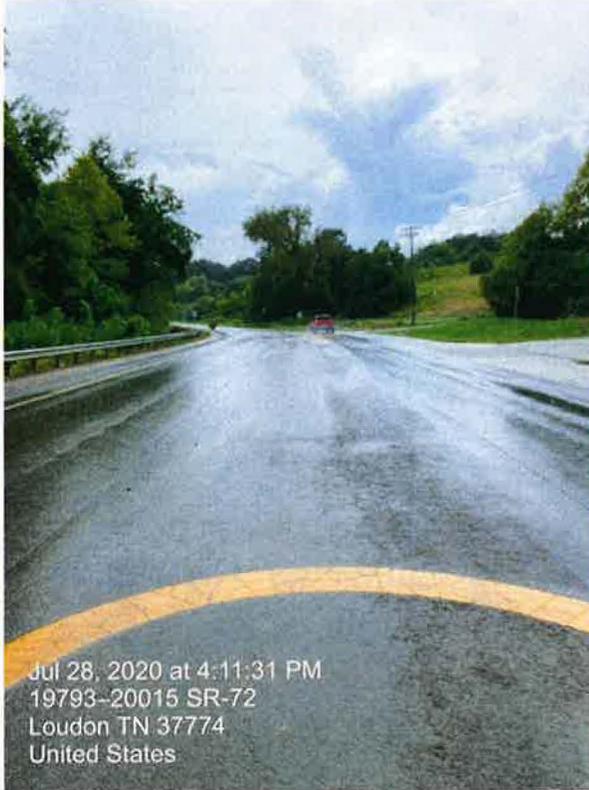
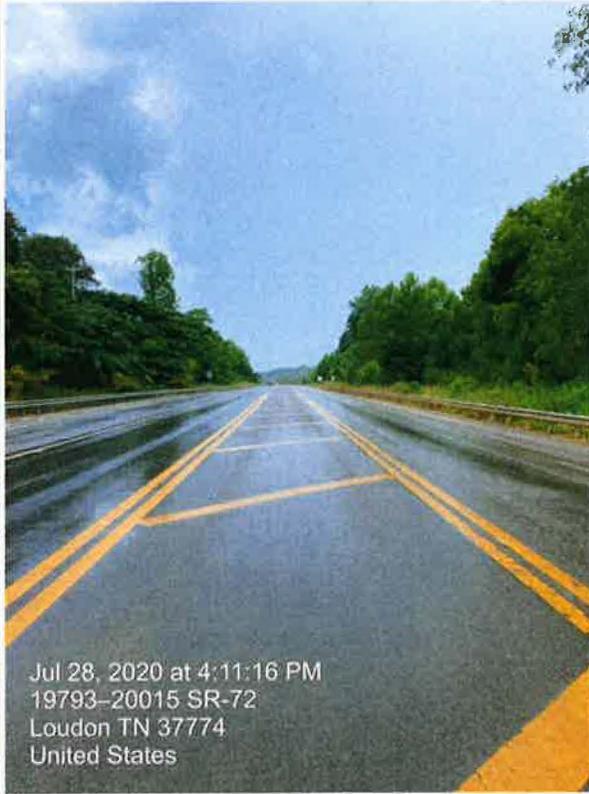
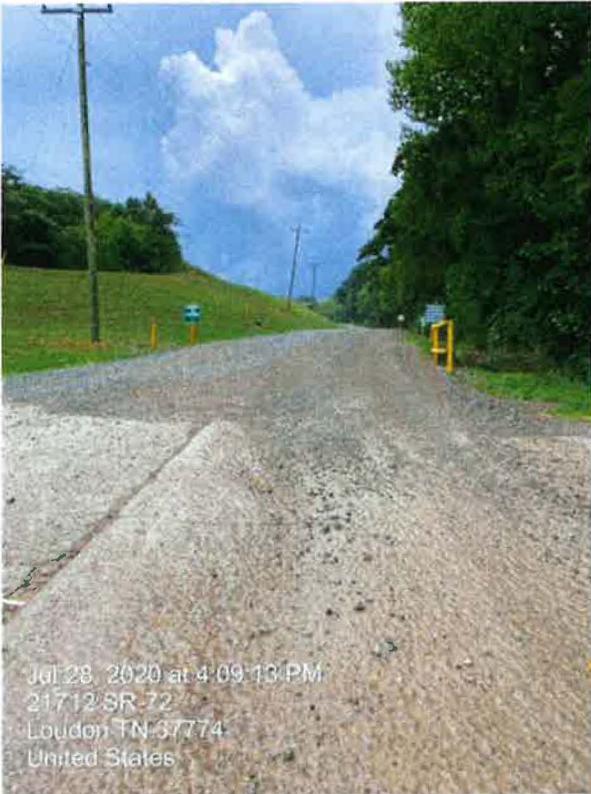
	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	10:04	AH
2		✓	11:43	AH
3		✓	12:06	AH
4				
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**** Please place an "X" in the designated box to indicate the activity performed.**

Matlock Bend Landfill – Weekly Operating Report

July 27 – August 8, 2020: (Pictures taken three days a week on Tuesday, Thursday, & Saturday)

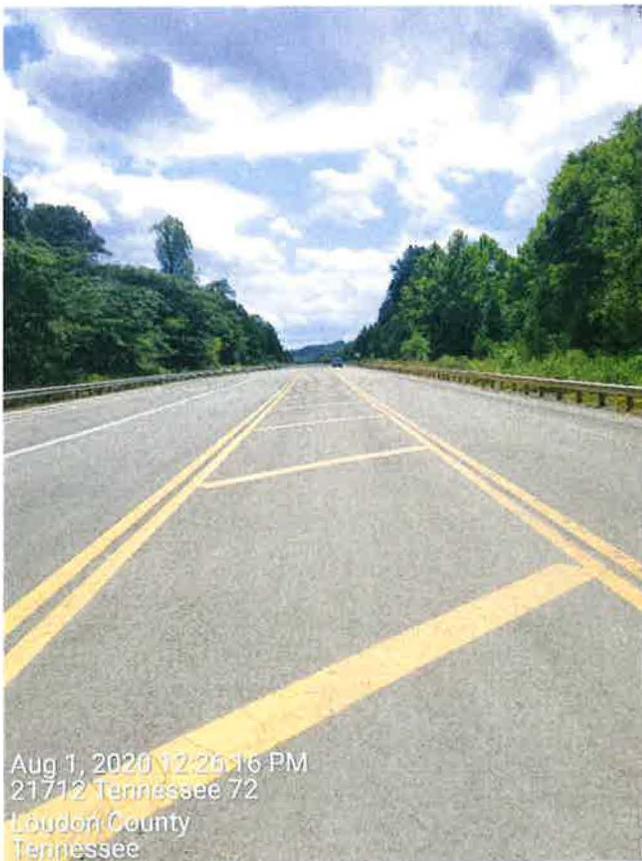
July 28, 2020:



July 30, 2020:



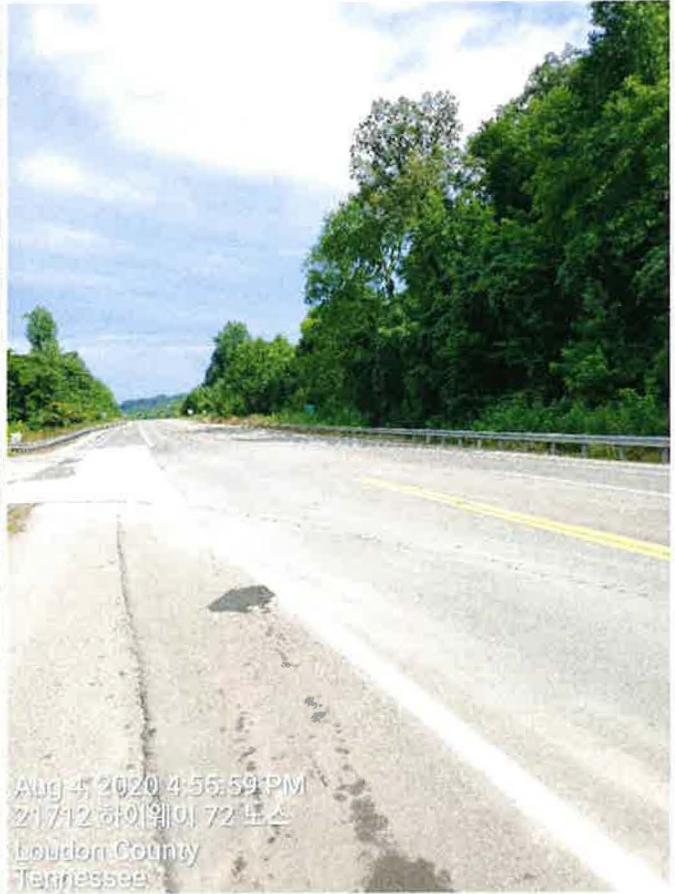
August 1, 2020:



August 4, 2020:



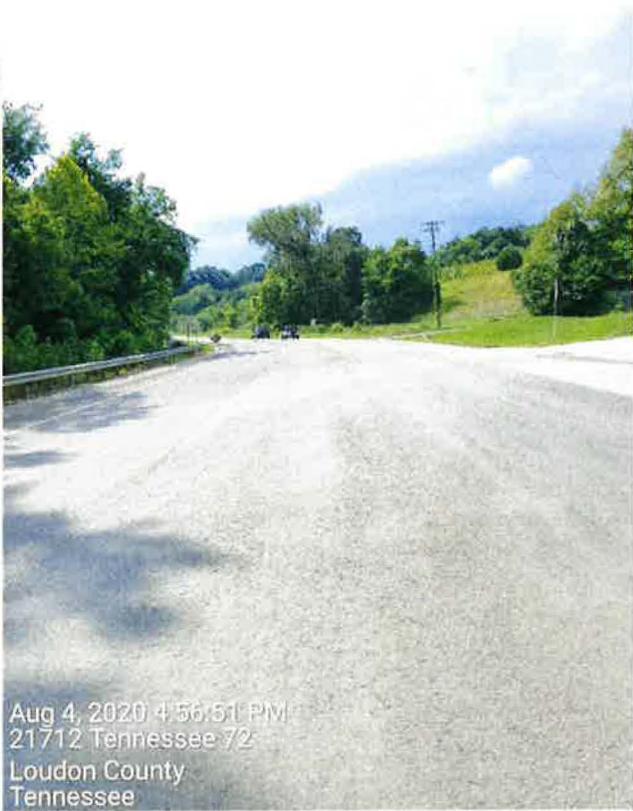
Aug 4, 2020 4:42:35 PM



Aug 4, 2020 4:56:59 PM
21712 하이웨이 72 노스
Loudon County
Tennessee

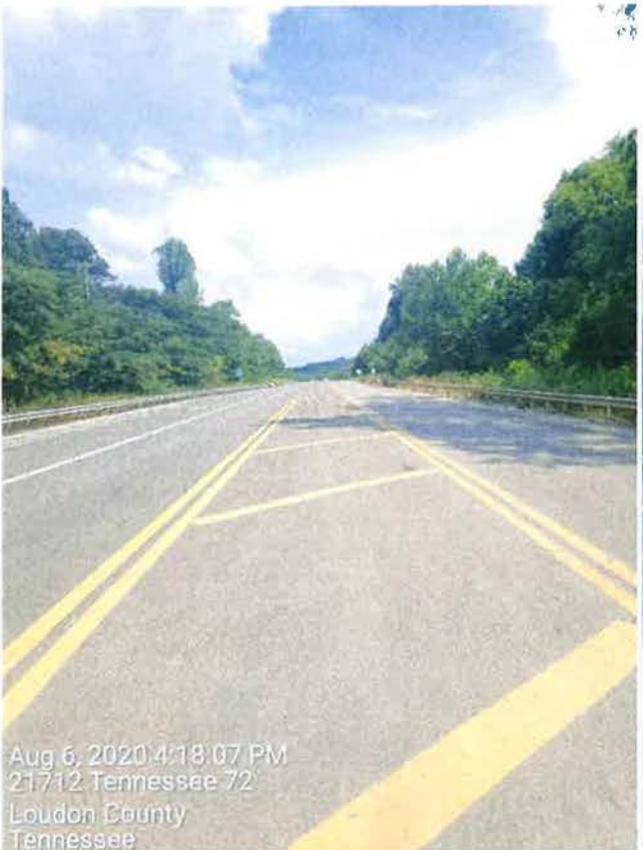


Aug 4, 2020 4:56:54 PM
21712 Tennessee 72
Loudon County
Tennessee

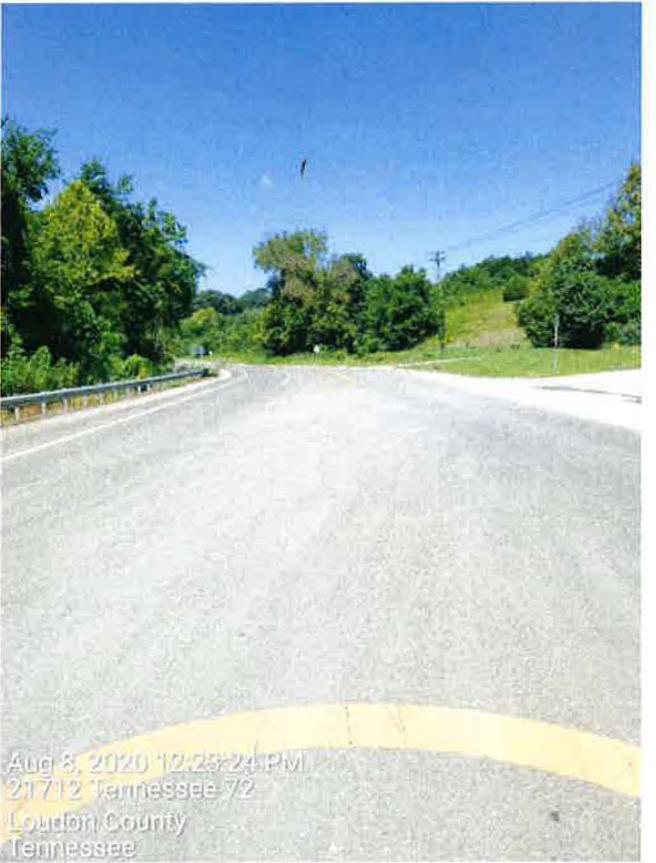
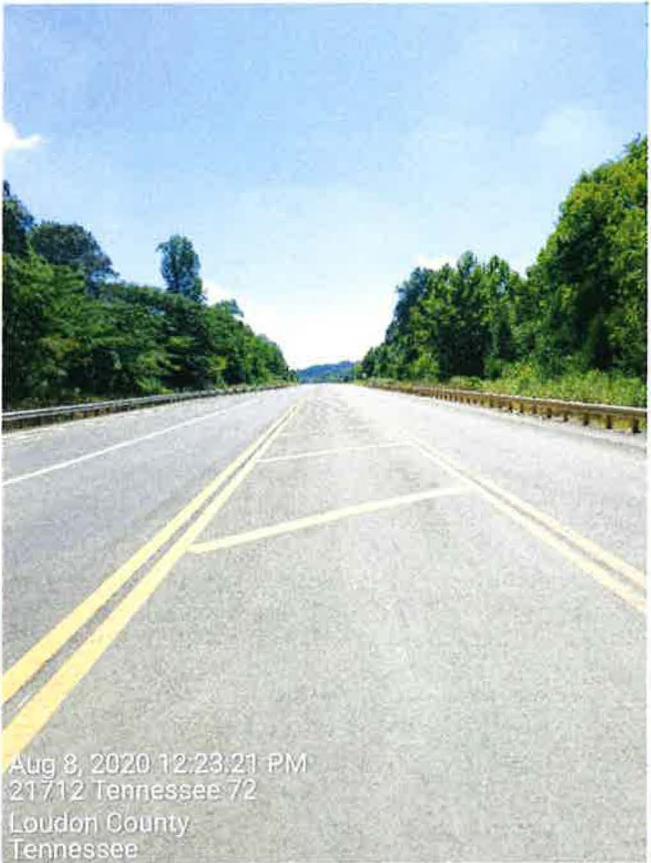
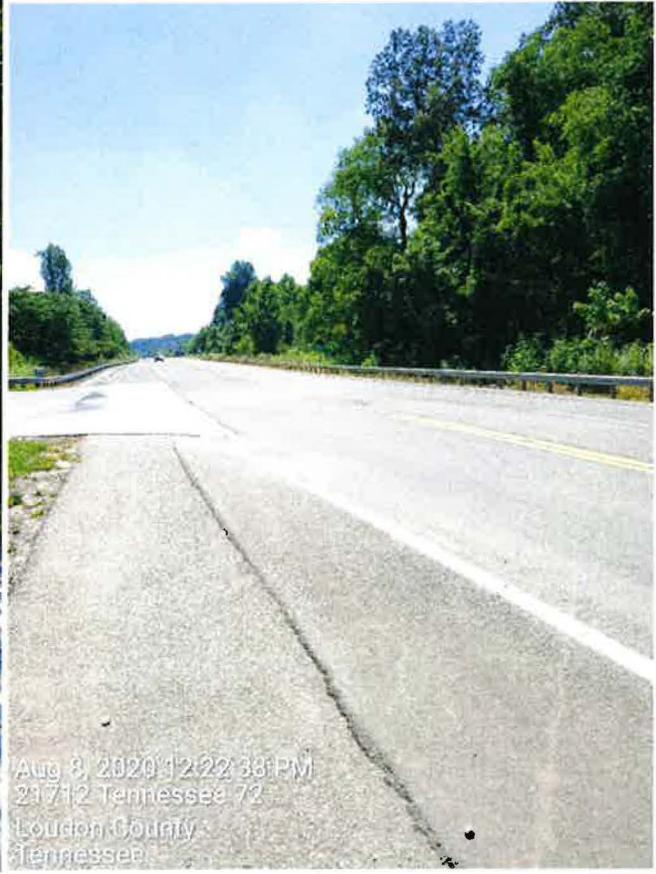


Aug 4, 2020 4:56:51 PM
21712 Tennessee 72
Loudon County
Tennessee

August 6, 2020:



August 8, 2020:



Matlock Bend Landfill – Highway 72 Maintenance log

has.
Start-3437
finish

Date: 7-27-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	10:17	AA
2		✓	10:49	AA
3		✓	11:13	
4		✓	1:00 - 300	JA
5				
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** Please place an "X" in the designated box to indicate the activity performed.

Matlock Bend Landfill – Highway 72 Maintenance log

Date: 7-28-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	9:15	JH
2		✓	11:05	JH
3		✓	2:20	JH
4		✓	4:15	JH
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**** Please place an "X" in the designated box to indicate the activity performed.**

Matlock Bend Landfill – Highway 72 Maintenance log

3440 START
3441

Date: 7-29-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	10:00	JH
2		X	1:57	JH
3		X	↓	JH
4		X	2:37	AH
5		X	4:30	JH
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** Please place an "X" in the designated box to indicate the activity performed.

Matlock Bend Landfill – Highway 72 Maintenance log

3441
3443

Date: 7-30-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	8:40	JH
2		✓	↓	AH
3		✓	↓	AH
4		✓	↓	AH
5		X	4:11	AH
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** Please place an "X" in the designated box to indicate the activity performed.

Matlock Bend Landfill - Highway 72 Maintenance log

Start - 3443

Date: 7-31-20

Finish - 3449

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	7:31 AM	A H
2		X	↓	
3		X	↓	
4		X	10:53	
5		X	1:53	
6		X	2:37	
7		X	4:36	
8		X	2:37	
9		X	3:14	
10		X	4:12	
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** Please place an "X" in the designated box to indicate the activity performed.

Matlock Bend Landfill – Highway 72 Maintenance log

Date: 8-1-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	7:30	JH
2		X	9:00	JH
3		X	10:00	JH
4		X	11-12	JH
5				
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**** Please place an "X" in the designated box to indicate the activity performed.**

Matlock Bend Landfill – Highway 72 Maintenance log

Start - 345d
Finish - 3457

Date: 8-3-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	8:45	JH
2		X	10:00	JH
3		X	10:30	AH
4		X	11:00	AH
5		X	11:24	AH
6		X	1:03	AH
7		X	1:34	AH
8		X	1:52	AH
9		X	2:13	AH
10		X	2:31	AH
11		X	2:48	AH
12		X	2:18	AH
13		X	3:32	AH
14		X	3:47	AH
15		X	3:51	AH
16		X	4:13	AH
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** Please place an "X" in the designated box to indicate the activity performed.

Matlock Bend Landfill - Highway 72 Maintenance log

Start 3457

Date: 8-4-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	7:24	AH
2		X	7:24	AH
3		X	7:24	AH
4		X	10:19	AH
5		X	10:35	AH
6		X	10:52	AH
7		X	11:13	AH
8		X	11:13	AH
9		X	11:13	AH
10		X	12:24	AH
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** Please place an "X" in the designated box to indicate the activity performed.

(Cheatham @ CBH)

Matlock Bend Landfill – Highway 72 Maintenance log

Date: 8-5-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	8:30-10:00	JH
2		X	10:45	JH
3		X	1:00	JH
4		X	2:30	JH
5		X	4:00	JH
6				
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**** Please place an "X" in the designated box to indicate the activity performed.**

Matlock Bend Landfill – Highway 72 Maintenance log

3464
3468

Date: 8-6-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	8:30	JH
2				
3				
4				
5		X	1:05	AH
6		X	1:10	AH
7		X	1:15	AH
8		X	4:12	AH
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** Please place an "X" in the designated box to indicate the activity performed.

Matlock Bend Landfill – Highway 72 Maintenance log

3468
3469

Date: 8-7-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X		
2		X		
3		X	11:23	AH
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**** Please place an "X" in the designated box to indicate the activity performed.**

Matlock Bend Landfill – Highway 72 Maintenance log

Date: 8-8-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	8:15 AM	AM
2		X	11:45 AM	AM
3				
4				
5				
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**** Please place an "X" in the designated box to indicate the activity performed.**