

AGENDA
LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION
September 15, 2020
6:30 p.m.
LOUDON COUNTY BUILDING
Loudon, Tennessee

1. Opening of Meeting, Pledge of Allegiance, Invocation
2. Approval of Minutes – August 11, 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

August 11th, 2020

The Loudon County Solid Waste Disposal Commission met on August 11th, 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, and Adam Hall; Richard Anklin and Pat Hunter.

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

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

MOTION: Ms. Kelly Littleton-Brewster made a motion to approve the minutes of July 14th, 2020. Mr. Art Stewart seconded the motion. The minutes were approved.

Mr. Field asked if Ms. Littleton-Brewster had a chance to review the amended minutes from June 9th, 2020 with the added corrections that she requested. She stated that she had just recently received them from Mr. Kevin Stevens and had not had the chance to review them yet.

During Items of Public Concern, Ms. Pat Hunter requested to see the amended minutes from June 9th, 2020. She also inquired about the tipping fees, specifically regarding the letter dated August 11th, 2020 from Santek which shows the governmental users and the general tipping fee but it does not show the tipping fees for other volume users. She stated that, per the contract, this information is required to be distributed to the Commission. Mr. Ben Johnston stated that Mr. Field brought this to his attention last month and that he has been working internally to gather this information. Mr. Field stated that in January, the Commission received the updated list of tipping fees; however, Santek has since implemented a rate adjustment, which they are entitled to do. He agreed to make a note that the Commission has not yet received a comprehensive list of customers and their disposal rates. Ms. Hunter asked that this topic be added to the agenda until an updated document has been presented.

Ms. Hunter also spoke about the motion that was made on July 14th, 2020 with regards to reduce the service area for the landfill from 150 miles to 75 miles. She inquired whether the topic would be discussed at the current meeting. Mr. Kevin Stevens stated that the motion was proposed to Santek, but rejected and the topic would be discussed further at a later point in the meeting. Mr. Johnston stated that, due to the pending transaction with Republic, the motion to change the service area at this time would be a potential representations and warranties concern and reflect as materially different than what Republic and the DOJ had received at the initial time of the definitive agreement. Mr. Johnston stated that Santek is willing to discuss this topic in the future and he agreed to reiterate internally the significance of this proposal.

Ms. Kelly Littleton-Brewster questioned the validity of the statement that was made by Santek representative Mr. Chris Holstrom during the July 14th, 2020 meeting that the Commission could propose and implement changes to the current contract before the purchase agreement is finalized with Republic. Mr. Johnston stated that it was his understanding that the Second Amendment negotiations

can continue; however, anything outside of that cannot. He agreed to verify this information and update at the next meeting.

Ms. Hunter inquired whether the Commission has ever explored other options for the future of the landfill, outside of continuing with the Second Amendment negotiations with Santek to extend the current contract. Ms. Littleton-Brewster stated that she had previously proposed this to the County Commission but did not receive any feedback.

Mr. Richard Anklin expressed concerns about the way he was quoted in the June 9th, 2020 meeting minutes. He stated that he expressed much more than just concerns of the potential impact of the Republic acquisition on the landfill. He stated that he had previously sent an email to the Commission which included an outline from a waste magazine article suggesting what Republic's intentions are once the purchase agreement with Santek is finalized. He specifically recalled the article stating that it could be advantageous for Loudon Landfill's future disposal capacity to receive waste from around the Atlanta area.

Mr. Field stated that he had not received the Cash Activity Report from the finance office. It will be added to the September 2020 meeting.

Ms. Kaitlyn Hampton presented the Operations Report for July 2020.

Mr. Stevens discussed the ongoing Contract Modification process. He distributed a copy of the latest Second Amendment draft in which Santek has agreed to close the final cells in the expanded footprint of approximately 10.7 acres within 270 days of the conclusion of the agreement or by the year 2038, whichever is later. Santek has also agreed to close all 53 acres of the expanded footprint and will bond the entire closure obligation. Mr. Stevens inquired as to how the Commission would like to proceed with the contract, given that the proposal to limit the acceptable waste from a 150-mile radius to 75 miles was rejected by Santek.

Mr. Stewart asked if the same outcome could be achieved from reducing the tonnage volume rather than the service area. Mr. Jameson stated that it could be, but it wouldn't stop Republic from potentially allowing waste from anywhere within the 150-mile radius, which has been a concern from the public. Mr. Field stated that the Commission has allowed the landfill to exceed the 850 per day tonnage limit in the past to support local businesses such as Kimberly Clark and Tate and Lyle at a significantly reduced disposal rate.

Mr. Stevens stated that the most significant leverage the Commission would have in reducing the service area would be to add it to the proposed Second Amendment Contract and refuse to move forward unless agreed upon.

Mr. Johnston asked if the Commission would consider a reduction of service area to a 100-mile radius.

MOTION: Mr. Bruce Hamilton made a motion to add the reduction of service area to a 75-mile radius to the proposed Second Amendment Contract. Mr. Art Stewart seconded the motion. The motion was approved 4-3, with Mr. Jameson, Ms. Littleton-Brewster, and Mr. Stewart all voting against.

Mr. Stevens agreed to add this language to the proposed Second Amendment Contract.

Mr. Stevens updated that he had not received any complaints about the condition of the highway outside of the landfill. Mr. Jameson stated that on July 31st, 2020 he witnessed mud on the highway,

following an inclement weather event; however, he stated that Mr. Adam Hall and the landfill employees were actively working to resolve the issue. Mr. Hall updated that he automatically utilizes the pressurized wheel wash system during and following any inclement weather as well as stationing an employee to pressure wash the trucks once they exit the wheel wash system.

Mr. Field presented the Chairman's Report and disclosed the regular monthly invoice from Kennerly Montgomery for legal fees totaling \$2,500.

MOTION: Mr. Jameson made a motion to adjourn the meeting at 7:43 p.m. and Ms. Littleton-Brewster seconded the motion. It passed unanimously.

The Commission's next scheduled meeting is September 15th, 2020 at 6:30 p.m. at the County Office Building.

Respectfully submitted,

Steve Field, Chairman

Loudon County Solid Waste Disposal Commission

DRAFT

Loudon County Department of Accounts and Budgets
Solid Waste Disposal Fund 207
Monthly Cash Report
July 2020

June 2020 Combined Ending Cash Balance per Monthly Report	4,195,685.37
Adjustments:	
	0.00
	0.00
Total Adjustments	0.00
Adjusted June 2020 Combined Ending Balance per Loudon Co Trustee	4,195,685.37

Solid Waste Disposal Commission Operating Fund

Operating Fund Ending Balance June 2020	4,138,696.24
Cash Receipts:	
Trustee's Collections - Prior Year	0
Interest & Penalty	0
Surcharge - Host Fees (June 2020 In-Transit)	10,873.21
Surcharge - Security Fees (June 2020 In-Transit)	13,728.80
Investment Income (June 2020 In-Transit)	5,066.18
Total Monthly Revenue	29,668.19
Cash Disbursements:	
Board & Committee Members Fees	(300.00)
Board & Committee Members Fees (June Payable)	(50.00)
Social Security (June Payable)	(3.10)
Employer Medicare (June Payable)	(0.73)
Audit Services (Mitchell Emert & Hill)	
Contracts with Private Agencies (Santek)	
Engineering Services (Santek)	
Contributions (Loudon Utilities - Quarterly)	
Legal Services (Kennerly - June Payable)	(2,500.00)
Legal Notices	
Other Contracted Services (Mowing)	
Building & Content Insurance	(4,398.24)
In-Service/Staff Development	
Trustee's Commission	(159.39)
Total Cash Disbursements	(7,411.46)
Expenditure Credit:	
Trustee Commission Adjustment	0.00
<u>Operating Fund Ending Balance July 2020</u>	<u>4,160,952.97</u>

Poplar Springs Subfund

Poplar Springs Subfund Balance June 2020	56,989.13
Cash Receipts:	
	0.00
Total Monthly Revenue	0.00
Cash Disbursements:	
Engineering Services	0.00
Consultants	0.00
Total Cash Disbursements	0.00
<u>Poplar Springs Subfund Balance July 2020</u>	<u>56,989.13</u>

<u>TOTAL COMBINED OPERATING AND POPLAR SPRINGS JULY 2020 BALANCE</u>	<u>4,217,942.10</u>
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Combined Summary - July 2020

Beginning Balance	4,195,685.37
Plus Operating Revenue	29,668.19
Less Operating and Poplar Springs Disbursements	(7,411.46)
TOTAL COMBINED BALANCE - JULY 2020	4,217,942.10

Loudon County Department of Accounts and Budgets
Solid Waste Disposal Fund 207
Monthly Cash Report
August 2020

July 2020 Combined Ending Cash Balance per Monthly Report	4,217,942.10
Adjustments:	
Less July Trustee Commission	0.00
	<u>0.00</u>
Total Adjustments	<u>0.00</u>
Adjusted July 2020 Combined Ending Balance per Loudon Co Trustee	<u>4,217,942.10</u>

Solid Waste Disposal Commission Operating Fund

Operating Fund Ending Balance July 2020	4,160,952.97
Cash Receipts:	
Trustee's Collections - Prior Year	
Interest & Penalty	
Surcharge - Host Fees (July 2020)	10,560.00
Surcharge - Security Fees (July 2020)	13,077.90
Investment Income	<u>5,242.05</u>
Total Monthly Revenue	28,879.95
Cash Disbursements:	
Board & Committee Members Fees	(300.00)
Social Security	
Employer Medicare	
Audit Services (Mitchell Emert & Hill)	
Contracts with Private Agencies (Santek)	
Engineering Services (Santek)	
Contributions (Loudon Utilities - Quarterly)	
Legal Services (July 2020)	(2,500.00)
Legal Notices	
Other Contracted Services (Mowing)	
Building & Content Insurance	
In-Service/Staff Development (Refund)	
Trustee's Commission	
Total Cash Disbursements	<u>(2,800.00)</u>
Expenditure Credit:	
Trustee Commission Adjustment	<u>0.00</u>
<u>Operating Fund Ending Balance August 2020</u>	<u>4,187,032.92</u>

Poplar Springs Subfund

Poplar Springs Subfund Balance July 2020	56,989.13
Cash Receipts:	
	<u>0.00</u>
Total Monthly Revenue	0.00
Cash Disbursements:	
Poplar Springs Consultants	0.00
Poplar Springs Legal Services	<u>0.00</u>
Total Cash Disbursements	<u>0.00</u>
<u>Poplar Springs Subfund Balance August 2020</u>	<u>56,989.13</u>

<u>TOTAL COMBINED OPERATING AND POPLAR SPRINGS AUGUST 2020 BALANCE</u>	<u>4,244,022.05</u>
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Combined Summary - August 2020	
Beginning Balance	4,217,942.10
Plus Operating Revenue	28,879.95
Less Operating and Poplar Springs Disbursements	(2,800.00)
TOTAL COMBINED BALANCE - AUGUST 2020	<u>4,244,022.05</u>



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Cleveland, Tennessee 37311
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Internet: santekwasteservices.com

**Monthly Operations Report
Matlock Bend Landfill
September 15, 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
- II. AIRSPACE UTILIZATION SCHEDULE**
- III. HOST & SECURITY FEES**
- IV. SANTEK SERVICE AREA RESPONSE LETTER**
- V. SECOND AMENDMENT TO LANDFILL AGREEMENT**
- VI. WEEKLY OPERATING REPORTS**

LANDFILL TONNAGE VOLUME
MONTH ENDING -
AUGUST 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	10,202.83	9,920.07	(282.76)
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	98,152.82	97,589.28	(563.54)

**DAILY AVG FOR ANY
RUNNING 30 DAY PERIOD** **328.25**

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	505.05	598.49	93.44
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	4,110.81	4,563.29	452.48

**DAILY AVG FOR 22.5
DAY PERIOD** **440.89**

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	423.47	427.70	4.23
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	3,119.92	3,615.40	495.48

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	461.07	512.68	51.61
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	3,643.65	3,823.12	179.47

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	3,323.31	3,096.54	(226.77)
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	24,937.73	27,029.26	2,091.53

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	3.31	0.00	(3.31)
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	25,106.14	0.00	(25,106.14)

LANDFILL TONNAGE VOLUME
MONTH ENDING -
AUGUST 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	0.00	0.00
SEPTEMBER			0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	0.00	19,330.67	19,330.67

Choose Inspection Type...

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

**CLASS I
FACILITY**

SITE		DATE 8/12/2020	TIME 13:00	WEATHER 85F Sunny
Loudon County Landfill SNL530000203 21712 Highway 72 North Loudon				EFO KNOX
*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION		OBSERVATION NVO AOC V1 V2
BUFFER ZONE STANDARDS FOR SITING LANDFILLS				
8310	BUFFER ZONE STANDARD VIOLATED	0400-11-01-.04(3)(a)		<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
COLLECTED LEACHATE				
8330	LEACHATE IMPROPERLY MANAGED	0400-11-01-.04(4)(a)8(i-iii) ?		<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8340	INADEQUATE LEACHATE COLLECTION SYSTEM	0400-11-01-.04(4)(a)7 ?		<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
COMMUNICATIONS				
8130	NO COMMUNICATION DEVICES	0400-11-01-.04(2)(f) ?		<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
COVER MATERIAL				
8160	UNAVAILABILITY OF COVER MATERIAL.	0400-11-01-.04(2)(h) ?		<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
DEAD ANIMALS				
8250	DEAD ANIMALS IMPROPERLY HANDLED	0400-11-01-.04(2)(k)5.(ii) (I-III) ?		<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
DUST CONTROL				
8190	INADEQUATE DUST CONTROL	0400-11-01-.04(2)(j) ?		<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
DUTY TO PROVIDE INFORMATION				

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

*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION	OBSERVATION NVO AOC V1 V2	
GENERAL FACILITY STANDARDS				
8040	INADEQUATE INFORMATION SIGNS	0400-11-01-.04(2)(b)2 TCA 68-211-703(h)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8050	UNSATISFACTORY ACCESS ROAD(S)/PARKING AREA(S)	0400-11-01-.04(2)(b)3	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8060	CERTIFIED PERSONNEL NOT PRESENT DURING OPERATING HOURS	0400-11-01-.04(2)(b)5	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8070	UNAPPROVED SALVAGING OF WASTE	0400-11-01-.04(2)(b)6	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
LITTER CONTROL				
8110	UNSATISFACTORY LITTER CONTROL	0400-11-01-.04(2)(d)	?	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS	Litter is found in several locations at landfill and needs to be picked up to avoid future violations.			
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	23.4 "			

*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	Four damp spots were being worked on to clear up issues, when inspection occurred and a fifth damp spot was being earmarked for repair during inspection.			
8360	LEACHATE ENTERING RUN-OFF	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(a)6	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8370	LEACHATE ENTERING A WATER COURSE	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(a)6	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8420	POTENTIAL FOR EXPLOSIONS OR UNCONTROLLED FIRES	0400-11-01-.04(2)(a)2 0400-11-01-.04(5)(a)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8490	EXCESSIVE POOLING OF WATER	0400-11-01-.04 (2)(a)3 0400-11-01-.04(8)(c)4(iii)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8520	DUMPING OF WASTE INTO WATER	0400-11-01-.04 (2)(a)3	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
PERMANENT BENCHMARK				
8280	NO PERMANENT BENCHMARK	0400-11-01-.04(2)(o)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
PERSONNEL SERVICES				
8120	INADEQUATE EMPLOYEE FACILITIES	0400-11-01-.04(2)(e)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
PROPER OPERATION AND MAINTENANCE				
8540	GROUNDWATER MONITORING SYSTEM IMPROPERLY MAINTAINED	0400-11-01-.02(5)(a)4	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				

*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION	OBSERVATION NVO AOC V1 V2	
RANDOM INSPECTION PROGRAM				
8290	INADEQUATE RANDOM INSPECTION PROGRAM	0400-11-01-.04(2)(s)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
RECORDS OF ORIGIN AND AMOUNT OF SOLID WASTE				
8610	NO OPERATING SCALES AND/OR FAILURE TO MAINTAIN WASTE RECORDS	TCA 68-211-862(a)(b)(1)(2)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
RUN-ON, RUN-OFF, AND EROSION CONTROL				
8170	INADEQUATE MAINTENANCE OF RUN-ON/RUN-OFF SYSTEM(S)	0400-11-01-.04(2)(i)1-5 0400-11-01-.04(8)(c)4(i)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS	Storm water channels need to be repaired and upkept to avoid issues in the future.			
8180	INADEQUATE EROSION CONTROL	0400-11-01-.04(2)(i)6 0400-11-01-.04(8)(c)4(ii)	?	<input type="checkbox"/> <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"/> <input type="checkbox"/>
COMMENTS	Western slope of landfill for the most part lacks erosion control measures. This needs to be addressed ASAP to avoid future issues and violations.			
UNLAWFUL METHODS OF DISPOSAL				
8570	OPERATION DOES NOT CORRESPOND WITH ENGINEERING PLANS (EVALUATE AND RECORD THE APPROXIMATE INTERIOR AND EXTERIOR SLOPE OF THE LANDFILL)	TCA 68-211-104(3) TCA 68-211-105(b)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8580	OPERATION DOES NOT CORRESPOND WITH PERMIT CONDITIONS	TCA 68-211-104(3) 0400-11-01-.02(5)(a)(1)		<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
WASTE HANDLING AND COVER STANDARDS				
8430	WASTE NOT CONFINED TO A MANAGEABLE AREA	0400-11-01-.04(6)(a)1	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				

*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION	OBSERVATION NVO AOC V1 V2	
WASTE HANDLING AND COVER STANDARDS				
8440	IMPROPER SPREADING OF WASTE	0400-11-01-.04(6)(a)2	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8450	IMPROPER COMPACTING OF WASTE	0400-11-01-.04(6)(a)2	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8460	UNSATISFACTORY INITIAL COVER	0400-11-01-.04(6)(a)3 0400-11-01-.04(6)(a)5	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8470	UNSATISFACTORY INTERMEDIATE COVER	0400-11-01-.04(6)(a)4 0400-11-01-.04(6)(a)5	?	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS Western slope of landfill for the most part lacks erosion control measures. This needs to be addressed ASAP to avoid future issues and violations				
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 type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS Western slope of landfill for the most part lacks erosion control measures. This needs to be addressed ASAP to avoid future issues and violations				
WASTE RESTRICTIONS				
8210	UNAUTHORIZED WASTE ACCEPTED	0400-11-01-.04(2)(k)1 0400-11-01-.04(2)(k)6	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8220	UNAPPROVED SPECIAL WASTE ACCEPTED	0400-11-01-.01(4)(b) 0400-11-01-.01(4)(c)5	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				

*SEE DISCLAIMER ON LAST PAGE

VIOLATION

REGULATION

OBSERVATION
NVO AOC V1 V2

WASTE RESTRICTIONS

8230

TIRES IMPROPERLY HANDLED

0400-11-01-.04(2)(k)3.(i)

?

☒ ☐ ☐ ☐

COMMENTS

8240

MEDICAL WASTE IMPROPERLY HANDLED

0400-11-01-.04(2)(k)4.(i-iv)

?

☒ ☐ ☐ ☐

COMMENTS

LEACHATE LEVELS

**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

Lewis L. Haynes IV

Digitally signed by Lewis L. Haynes IV
DN: cn=Lewis L. Haynes IV, o=Tennessee Department of Environmental Cooperation,
ou=Division of Solid Waste Management, email=Lewis.Haynes@dnr.state.tn.us, c=US
Date: 2020.10.13 09:40:14 -0400

Materials Classification Report
Matlock Bend Landfill
Monthly Tonnage Summary August 2020

Material	Tonnage	2017 Sludge %		2018 Sludge %	
MSW					
MSW	8,141	January	5%	January	4%
		February	8%	February	4%
		March	8%	March	5%
		April	7%	April	6%
		May	4%	May	8%
		June	2%	June	9%
		July	3%	July	6%
		August	4%	August	4%
		September	7%	September	2%
		October	8%	October	2%
		November	6%	November	5%
		December	5%	December	5%
Special Waste					
Other	1,232				
Ash	0				
Sludge	547				
Total Special Waste	1,779				
Total MSW & SW	9,920				
Tires	39				
Total Material	9,959				
% MSW	82%				
% Special Waste	18%				
% Sludge	6%				

2019 Sludge %		2020 Sludge %	
January	5%	January	5%
February	5%	February	4%
March	4%	March	4%
April	4%	April	4%
May	3%	May	4%
June	6%	June	5%
July	5%	July	5%
August	4%	August	6%
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	8,141					66,184
Special Waste	8,193	7,568	7,666	1,240	1,575	1,687	1,696	1,779					31,405
Tires	31	26	42	43	55	53	36	39					326
Total	15,705	14,289	16,294	9,835	10,370	10,982	10,481	9,959	0	0	0	0	97,915
%													
MSW	48%	47%	53%	87%	84%	84%	83%	82%					68%
Special Waste	52%	53%	47%	13%	15%	15%	16%	18%					32%
Total	100%	100%	100%	100%	99%	100%	100%	100%					100%

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

Month	Tonnage
Jul-20	31.25
Aug-20	36.27
Sep-20	
Oct-20	
Nov-20	
Dec-20	
Jan-21	
Feb-21	
Mar-21	
Apr-21	
May-21	
Jun-21	
Total (tons)	67.52

Matlock Bend Landfill - Module E

2020 Airspace Projection / Construction Schedule

		MONTHLY TONNAGE		UTILIZATION FACTOR		
		10,474		1.37		
DATE	REMAINING AIRSPACE ¹ (CY)	TONNAGE	ACTUAL / PROJECTED ²	UTILIZATION FACTOR (CY/TON) ³	MONTHLY VOLUME CONSUMED (CY)	ENDING MONTHLY REMAINING AIRSPACE (CY)
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	-	9,959	A	1.37	13,644	583,171
September	-	10,474	P	1.37	14,349	568,822
October	-	10,474	P	1.37	14,349	554,473
November	-	10,474	P	1.37	14,349	540,123
December	-	10,474	P	1.37	14,349	525,774
January '21	-	10,474	P	1.37	14,349	511,424
February	-	10,474	P	1.37	14,349	497,075
March	-	10,474	P	1.37	14,349	482,726
April	-	10,474	P	1.37	14,349	468,376
May	-	10,474	P	1.37	14,349	454,027
June	-	10,474	P	1.37	14,349	439,678
July	-	10,474	P	1.37	14,349	425,328
August	-	10,474	P	1.37	14,349	410,979
September	-	10,474	P	1.37	14,349	396,629
October	-	10,474	P	1.37	14,349	382,280
November	-	10,474	P	1.37	14,349	367,931
December	-	10,474	P	1.37	14,349	353,581

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

June	10,982
July	10,481
August	9,959
Average	10,474

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

September 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 August 1, 2020 to August 31, 2020:

Host Fees (Greater of below) –	
Total Tip Fees Billed	\$246,356.00
Host Fee Percentage	<u>3.96%</u>
	\$ 9,755.70
Minimum Fee	<u>\$ 10,572.50</u>
Security Fees (Greater of below) –	
Total Tonnage Received	9,920.07
Rate per ton	<u>\$ 1.00</u>
Total	\$ 9,920.07
Total Tip Fees Billed	\$246,356.00
Security Fee Percentage	<u>5.00%</u>
	<u>\$ 12,317.80</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,

A handwritten signature in dark ink, appearing to read "Mark C. Mathys", is written over a horizontal line.

Mark C. Mathys
Vice President of Finance & Corporate Controller



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

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

August 27, 2020

Loudon County Solid Waste Disposal Commission
100 River Road
Loudon, TN 37774

RE: Modification to The Matlock Bend Landfill Service Area

Dear Loudon County Solid Waste Disposal Commission,

Please accept this letter in response to the motion passed during the August 11, 2020 Monthly Operating Review, where the Loudon County Solid Waste Disposal Commission (LCSWDC) requested a modification to the service area be added to the Second Amendment to the Sanitary Landfill Operation Agreement; limiting the transportation of waste to the Matlock Bend Landfill from a radius of 150-miles to a radius of 75-miles.

I would like to start by stating that Santek understands the sensitivity and concern the Commission has with the existing service area and the potential for the Matlock Bend Landfill to receive out-of-state waste. Recognizing the importance of the matter, Santek has discussed the topic extensively to try and eliminate the concerns of the Commission while maintaining our integrity to compete in the East Tennessee Region. After significant deliberation, Santek will agree to limit waste accepted at the Matlock Bend Landfill to in-state generated volume only, within 150-mile radius of the facility.

As a partner to the Loudon County Solid Waste Disposal Commission, it would be remiss of Santek to endorse any modification to the service area that could negatively impact our ability to fulfill the existing and future contractual obligations we have with the LCSWDC. I am hopeful that the Commission understands our position on this matter and desires to proceed forward with the modifications to the service area outlined above.

Sincerely,

A handwritten signature in blue ink that reads "Joseph T. Watts".

Joseph T. Watts
Chief Operating Officer

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.

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

- (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. Section 5.14 of the Agreement is amended herein by deleting the second sentence and substituting in lieu thereof the following:

Contractor shall also be prohibited from accepting waste at the Landfill that is transported generated from a location that is outside the state of Tennessee –or inside the state of Tennessee beyond a radius of 150 75 miles from the Landfill without the prior written approval of the Commission.

5.6. 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]

EXHIBIT C

[Final Grading Plan for Entire 67 Acres]

EXHIBIT D

[Final Closure Areas of Amended Footprint]

x

Exhibit E

[Phased Closure Plan]

EXHIBIT F

[Attach Wheel Wash System Specs]

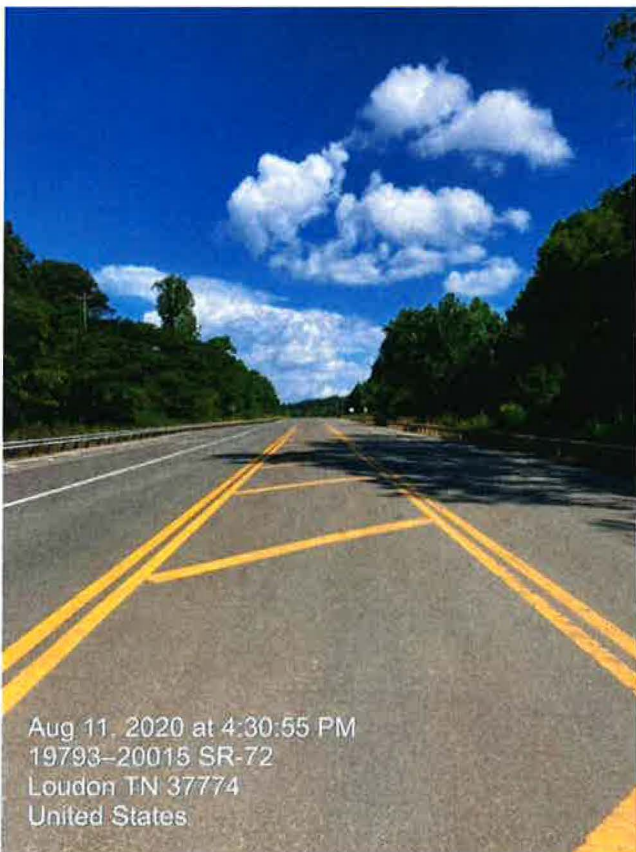
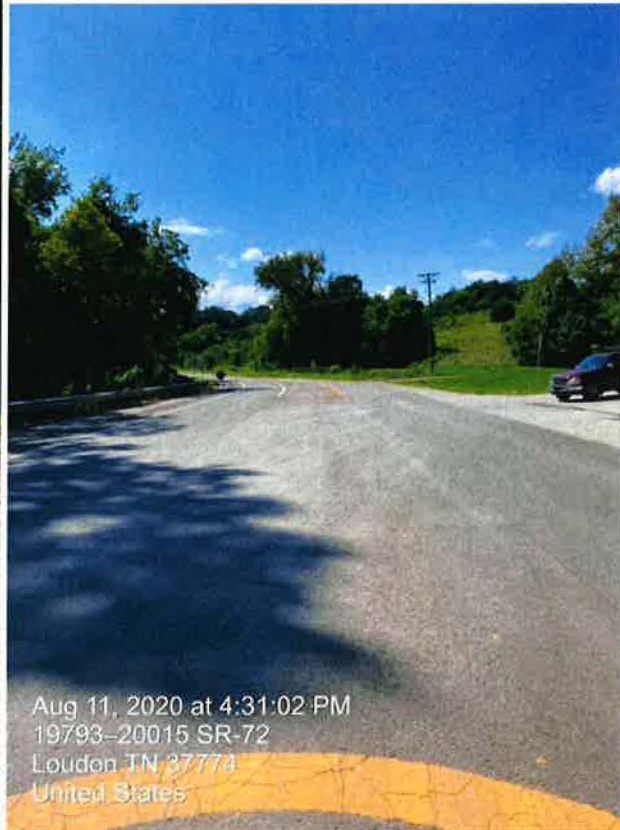
EXHIBIT G

[LCSWDC Soil Property]

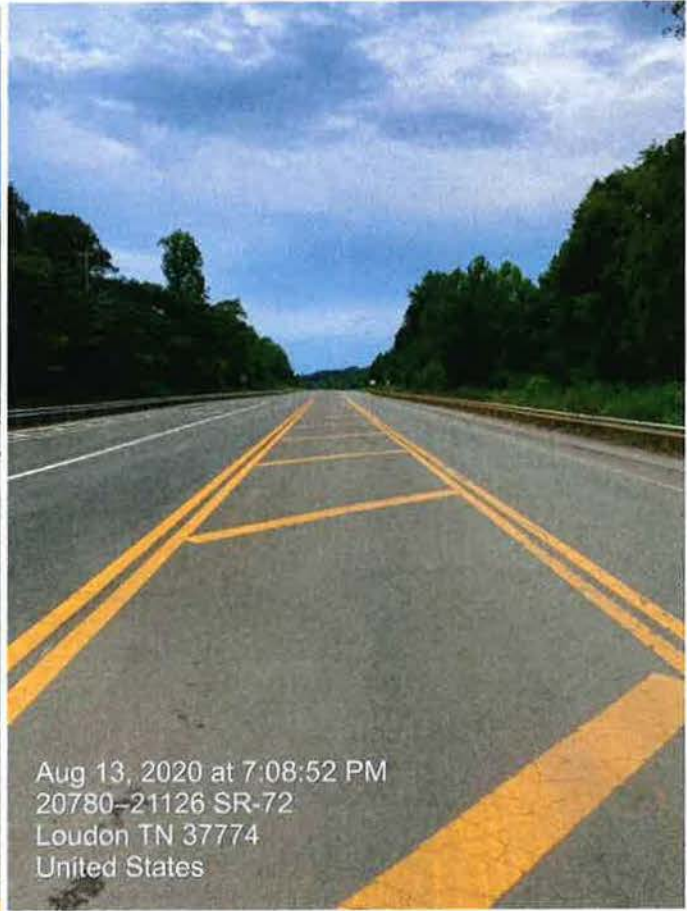
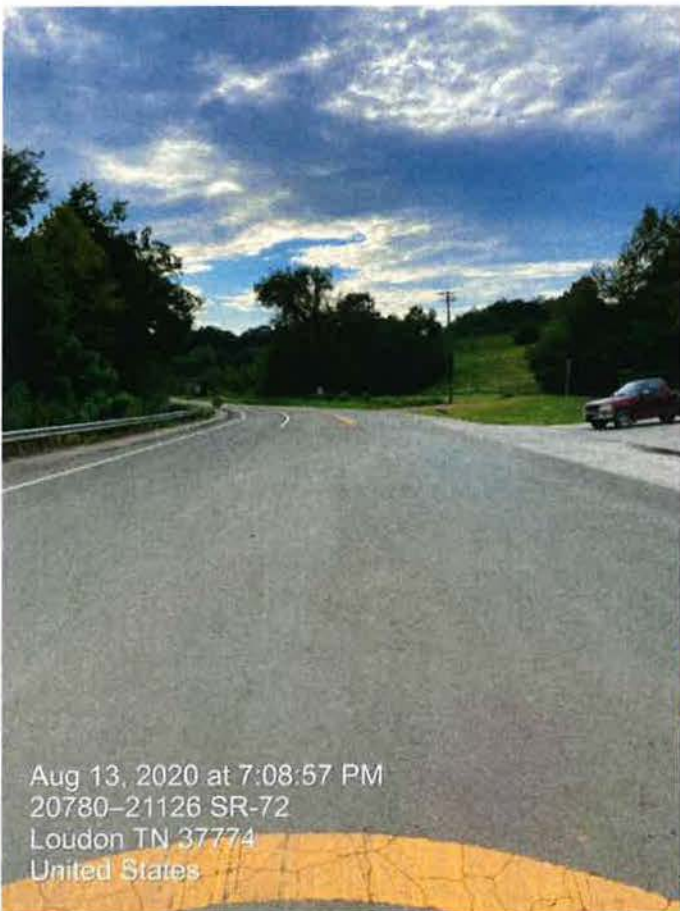
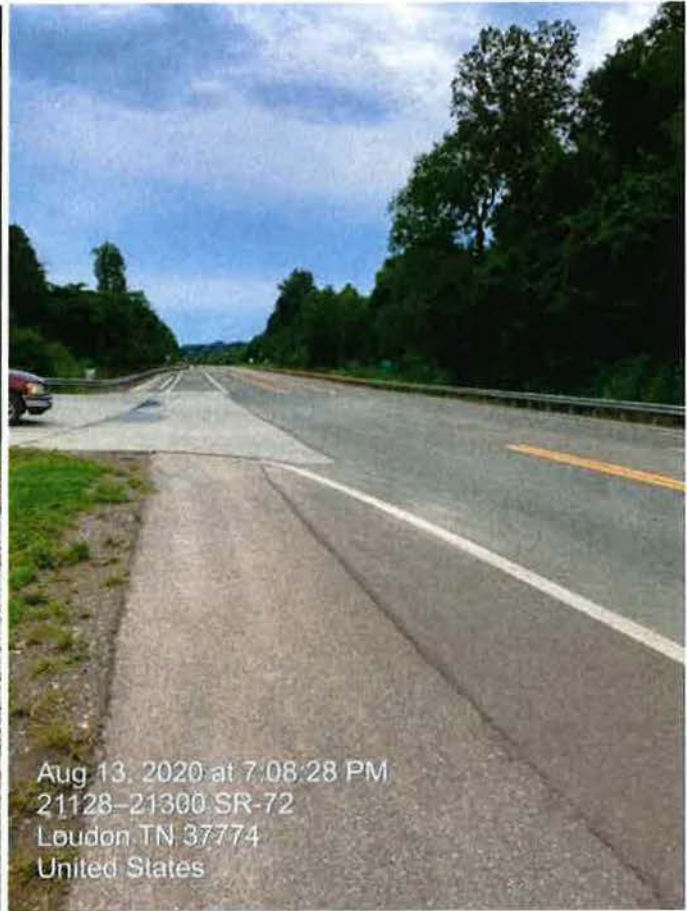
Matlock Bend Landfill – Weekly Operating Report

August 10 – August 22, 2020: *(Pictures taken three days a week on Tuesday, Thursday, & Saturday)*

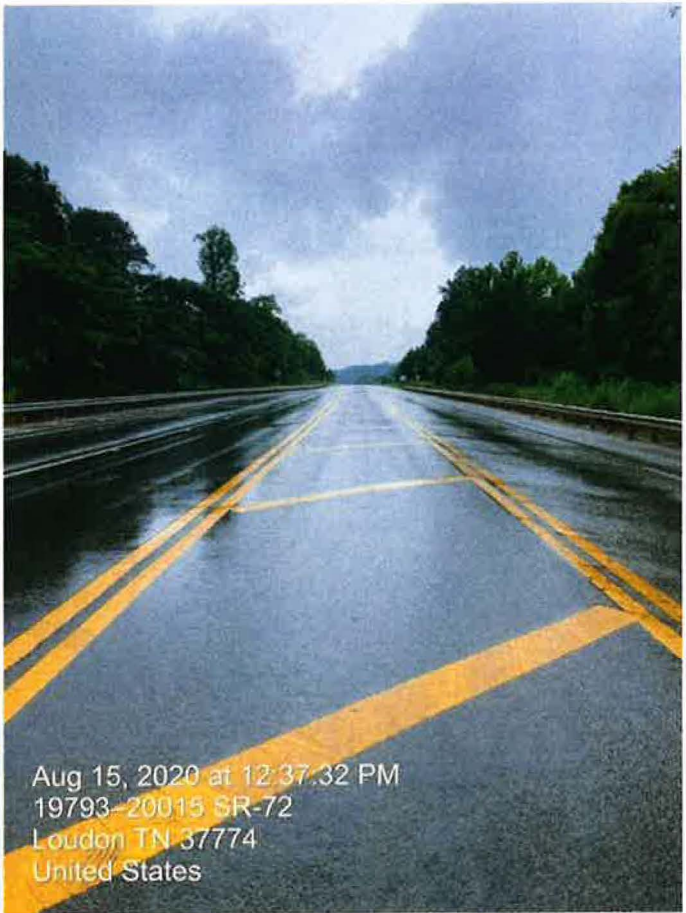
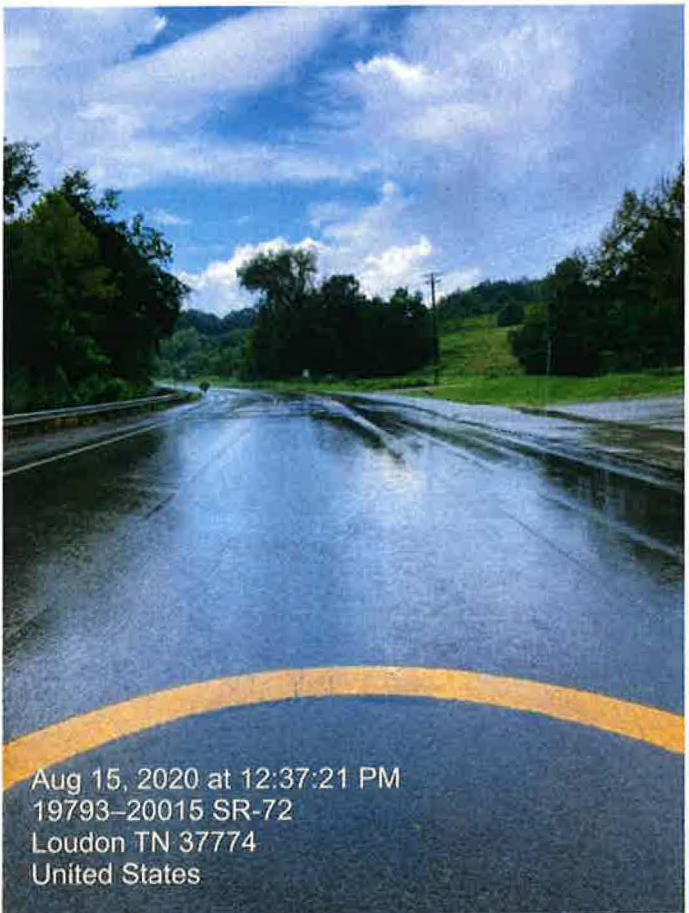
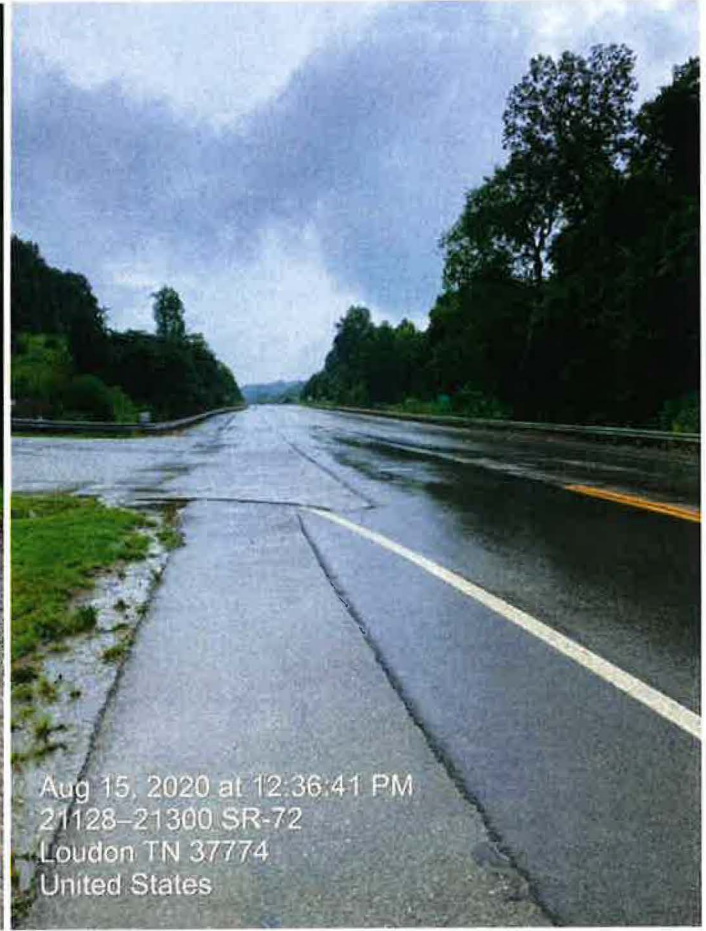
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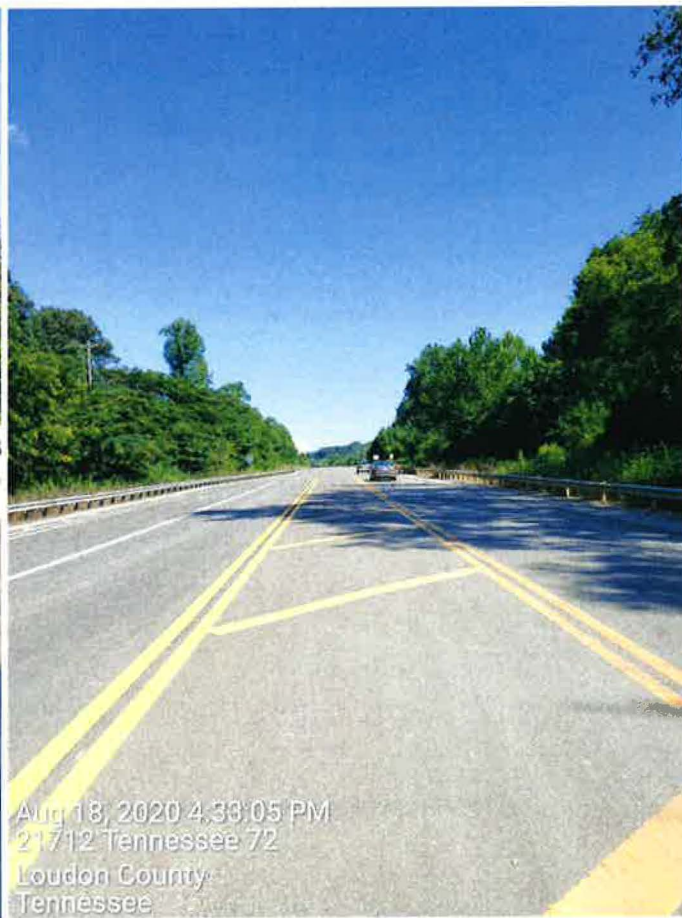
August 13, 2020:



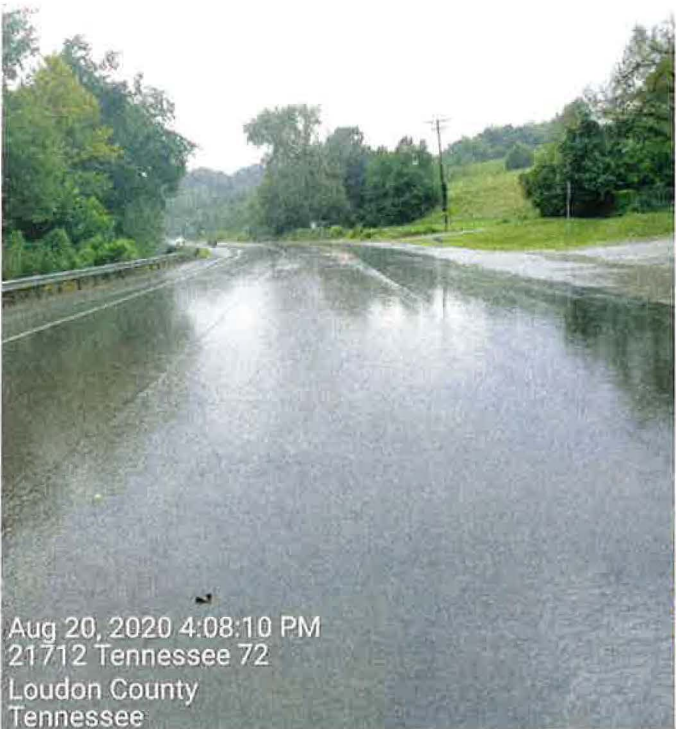
August 15, 2020:



August 17, 2020:



August 20, 2020:



August 22, 2020:



Matlock Bend Landfill – Highway 72 Maintenance log

Date: 8-10-20

Start 3469
Finish-3477

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	7:23	AH
2		X		AH
3		X		AH
4		X	4:01	AH
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**** Please place an "X" in the designated box to indicate the activity performed.**

TVann@Sundax Waste Services.com

Matlock Bend Landfill – Highway 72 Maintenance log

Date: 8-11-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	9:30	AH
2				
3		✓	11:20	AH
4				
5		✓	2:45	AH
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7		✗	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

Date: 8-12-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		✓	9:25	AH
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3				
4				
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**** Please place an "X" in the designated box to indicate the activity performed.**

Matlock Bend Landfill – Highway 72 Maintenance log

3479 ending

Date: 8.13-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	11:00	JH
2		X	12:30	JH
3		X	1:30	JH
4		X	2:30	JH
5		X	3-4	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

3481 ending

Date: 8-14-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	8:30	JH
2		X	12-2	BS
3		X	2:30	JH
4		X	3:30	JH
5		X	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

Date: 8/15/20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	7:00-11	JH
2		X	11:15	JH
3		X	11:45	JH
4		X	12:15	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

3484 ending

Date: 8-17-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	10:30	JH
2		X	1:30	JH
3		X	5:00	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: 8-18-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	9:30	JH
2		X	11:00	JH
3		X	1:00	JH
4		X	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: 8-19-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	10:20 AM	Brandon
2		X	12:00	JH
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

Date: 8-20-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	745-945	Brandon
2		X	3:00 PM	Brandon
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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: 8-21-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	7:30	JH
2		X	8:30-12:00	Brandon
3		X	12:00-12:30	JH
4		X	12:30-1:30	Brandon
5		X	2:00-3:15	Brandon
6		X	3:50-4:15	Self
7				
8				
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**** Please place an "X" in the designated box to indicate the activity performed.**

Saturday

Start 3502

ending 3504

Matlock Bend Landfill – Highway 72 Maintenance log

Date: 8-22-20

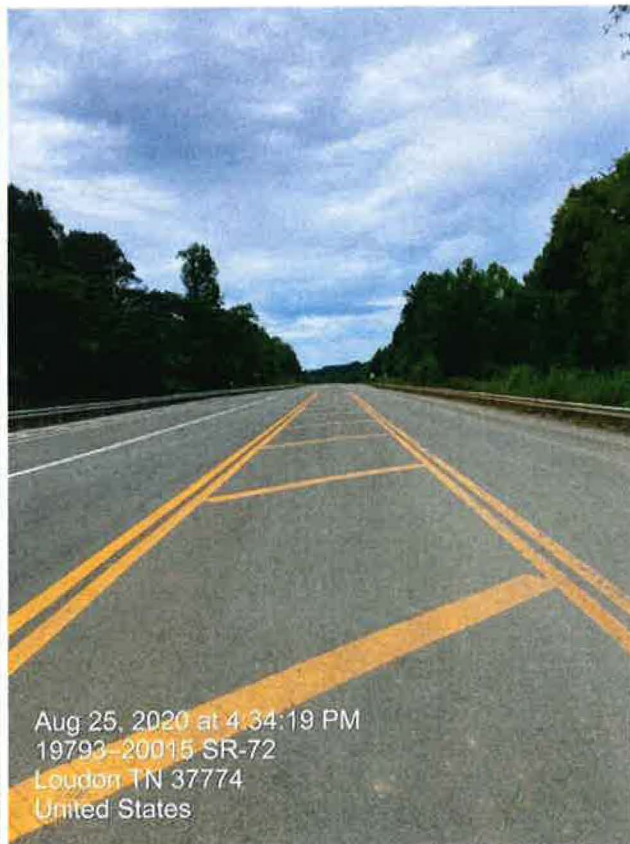
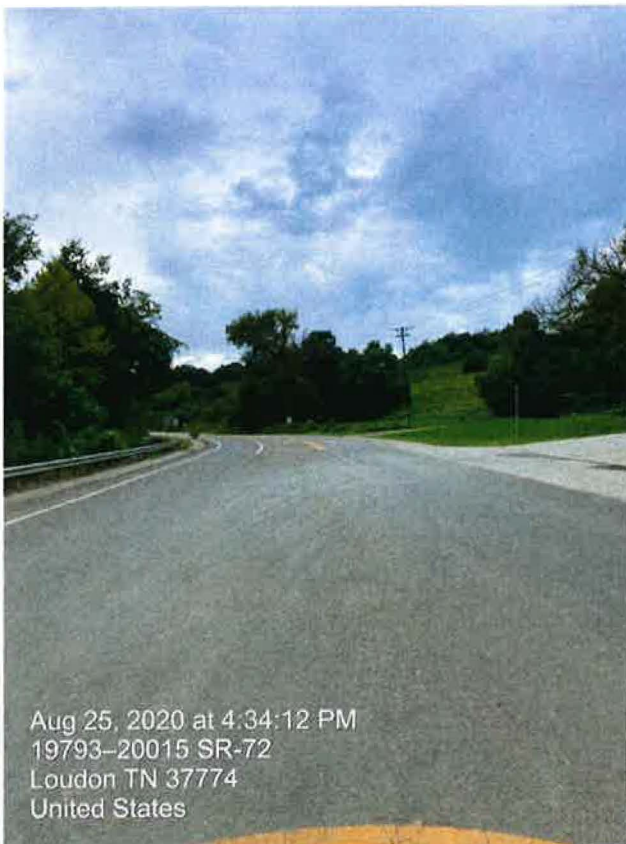
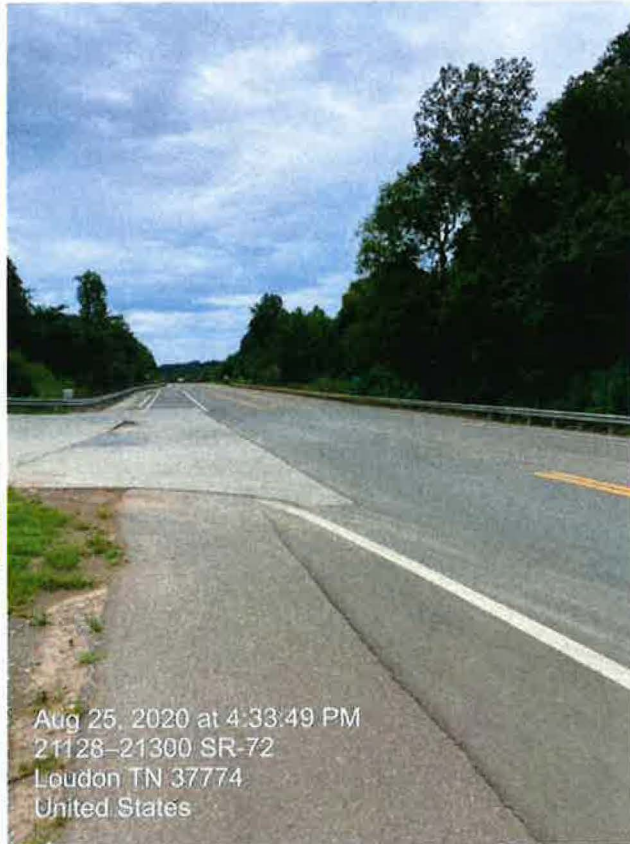
	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	8:20	AM
2		X	10:50	AM
3		X	12:05	AM
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**** Please place an "X" in the designated box to indicate the activity performed.**

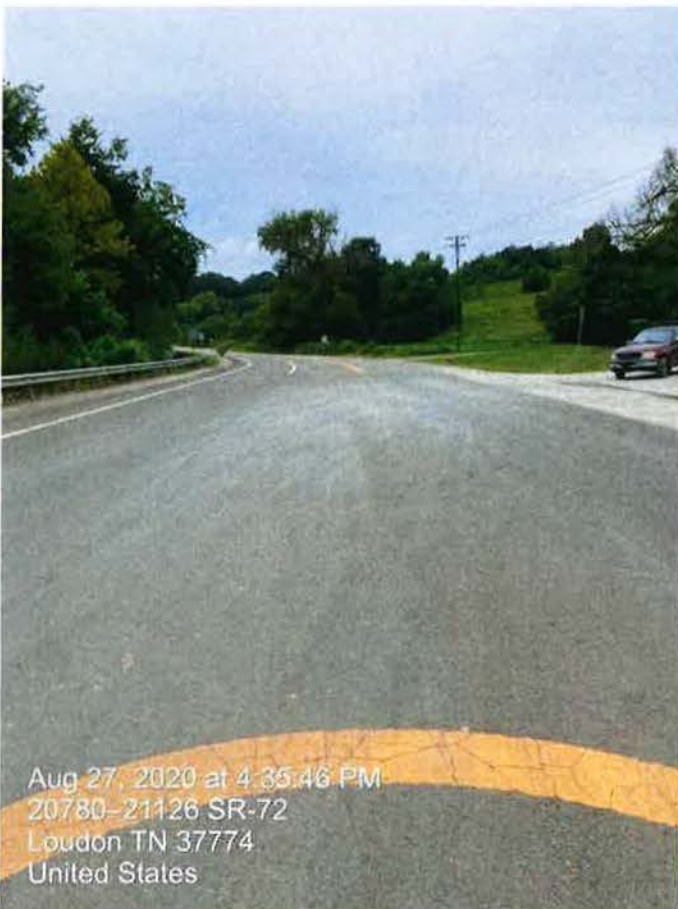
Matlock Bend Landfill – Weekly Operating Report

August 24 – September 5, 2020: (Pictures taken three days a week on Tuesday, Thursday, & Saturday)

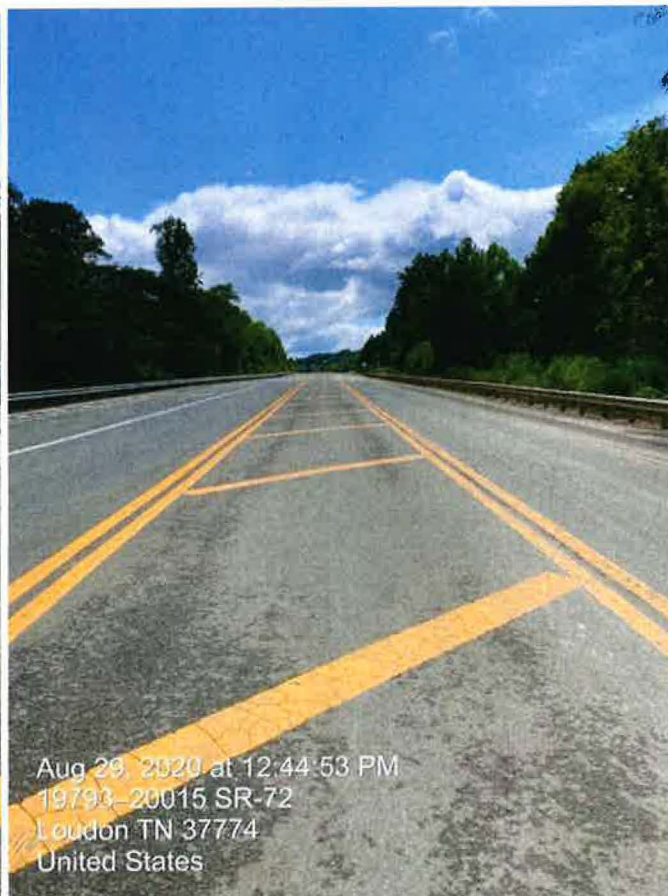
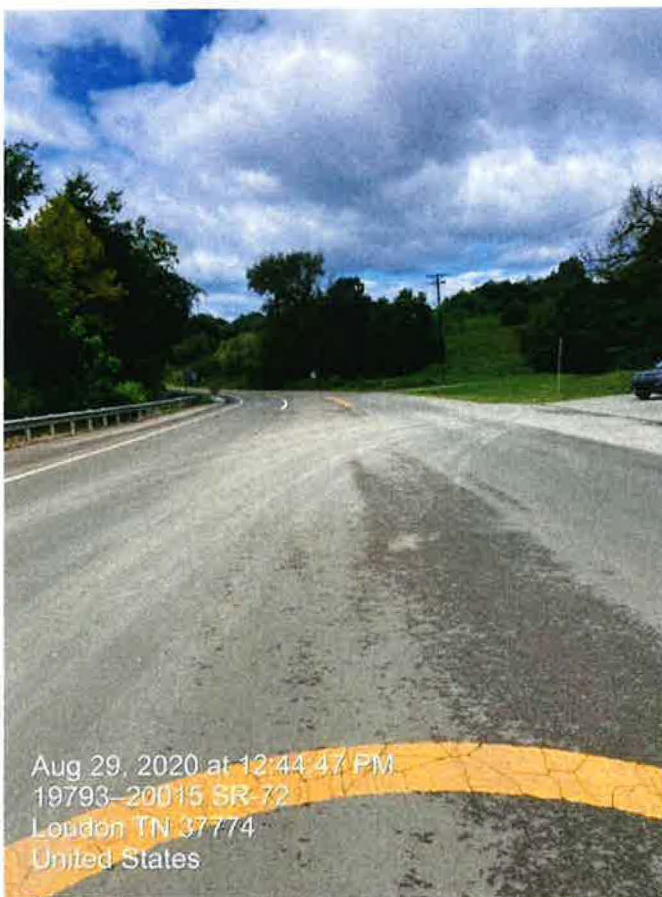
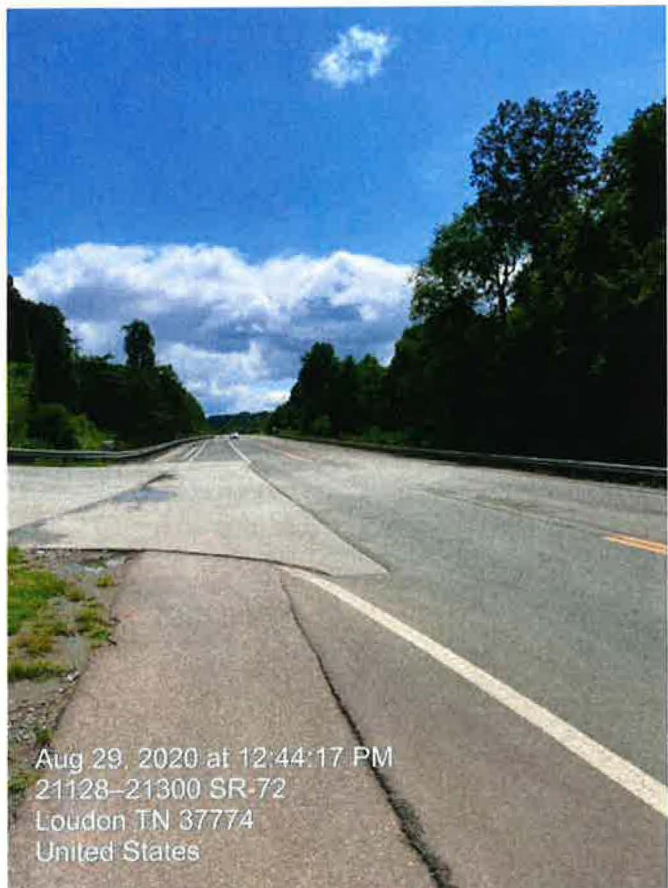
August 25, 2020:



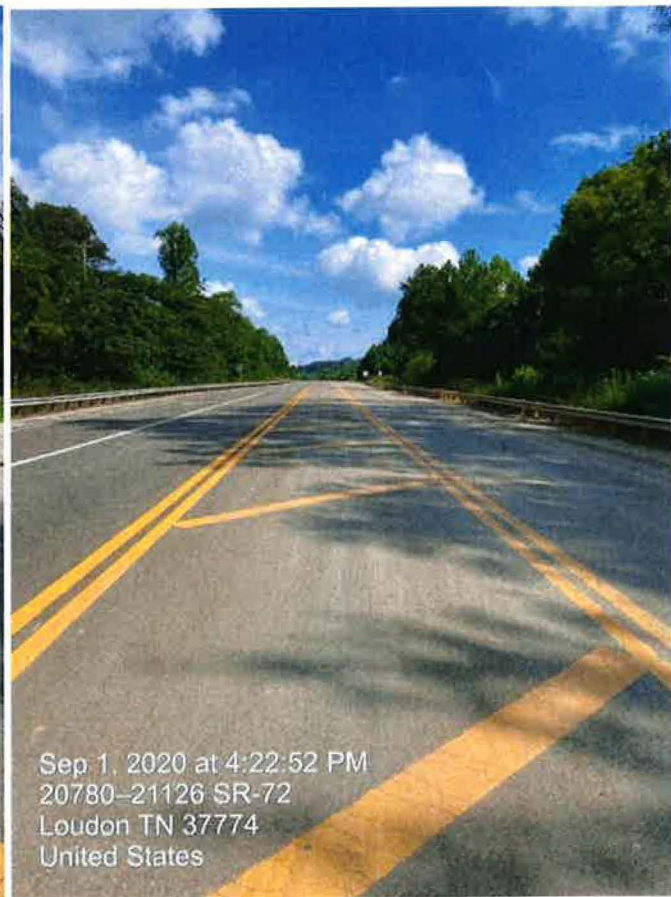
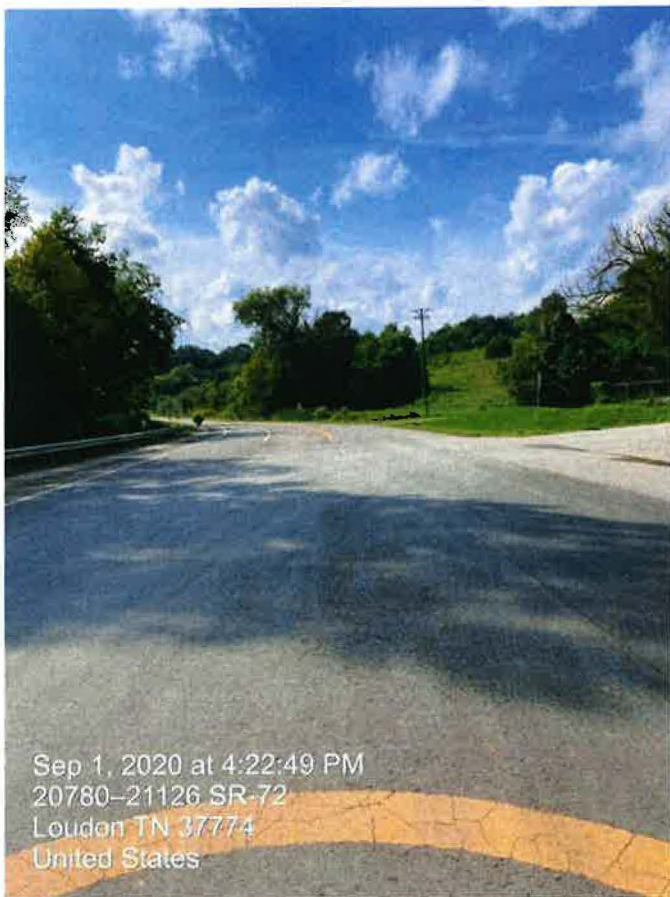
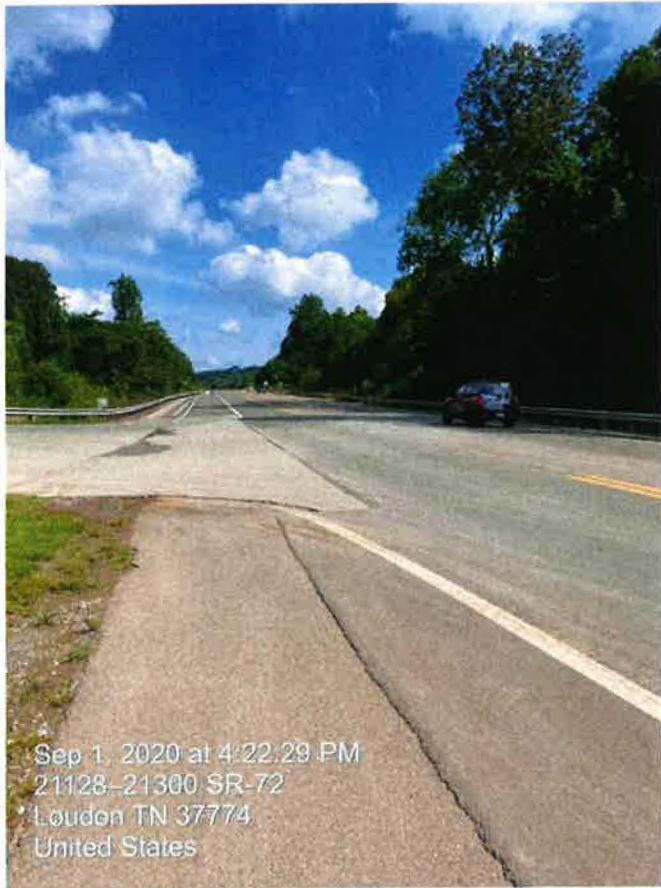
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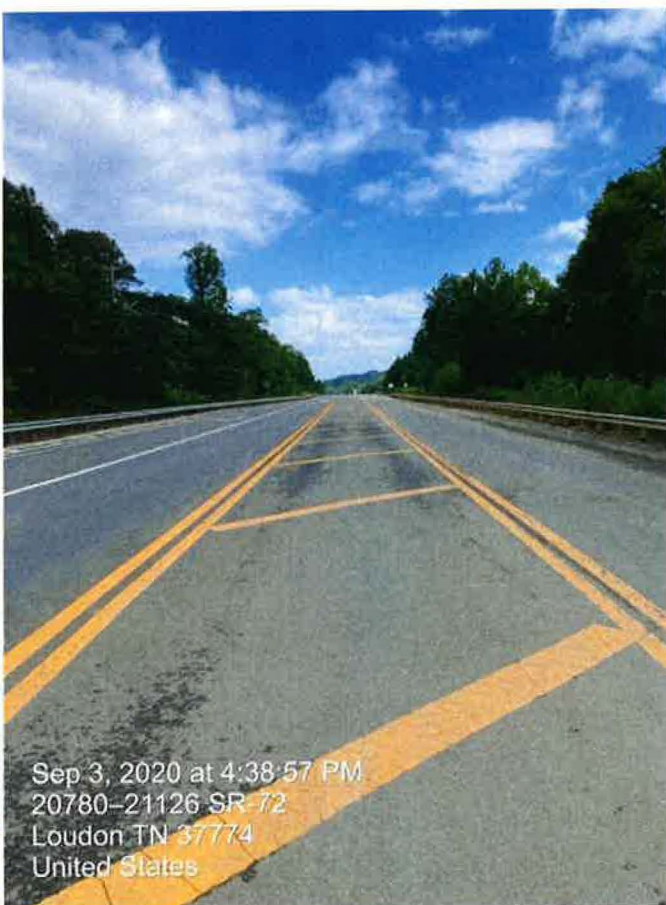
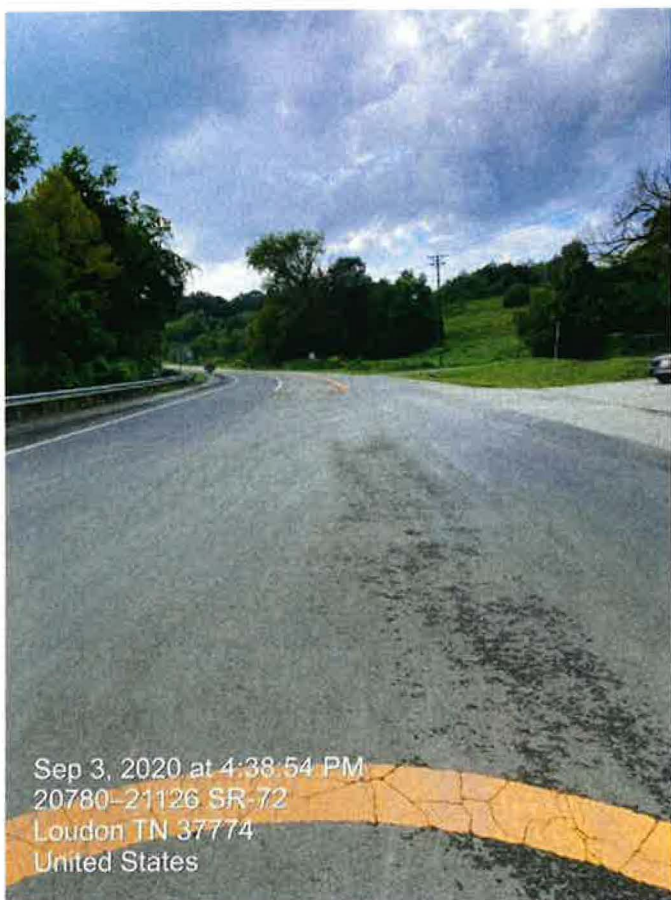
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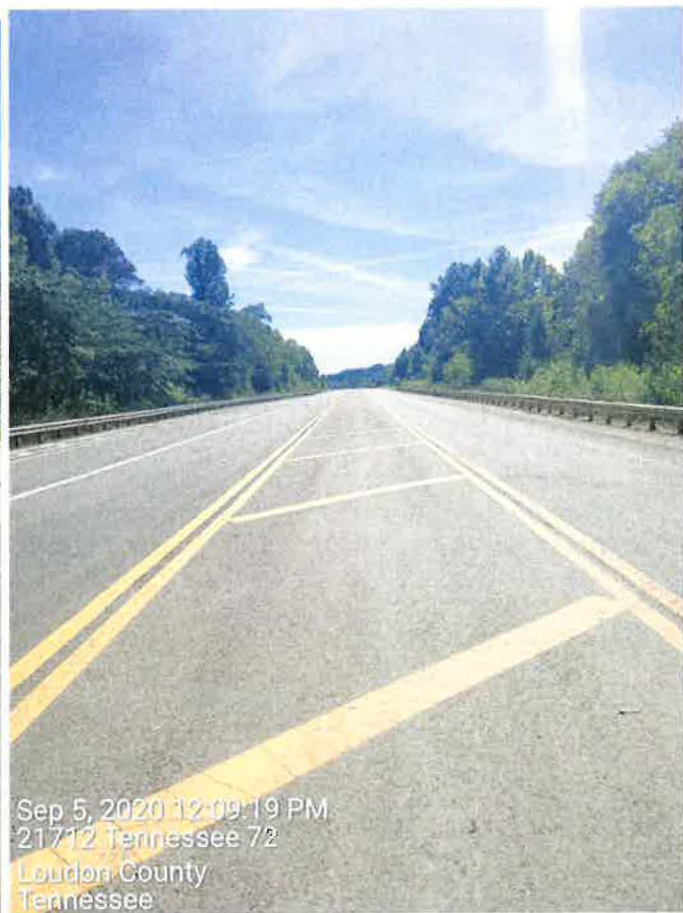
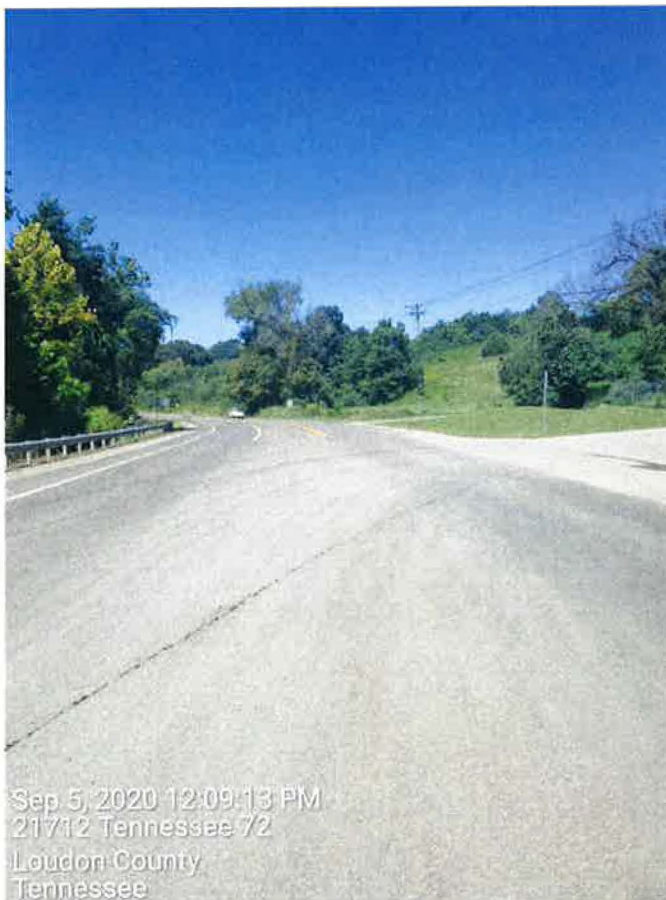
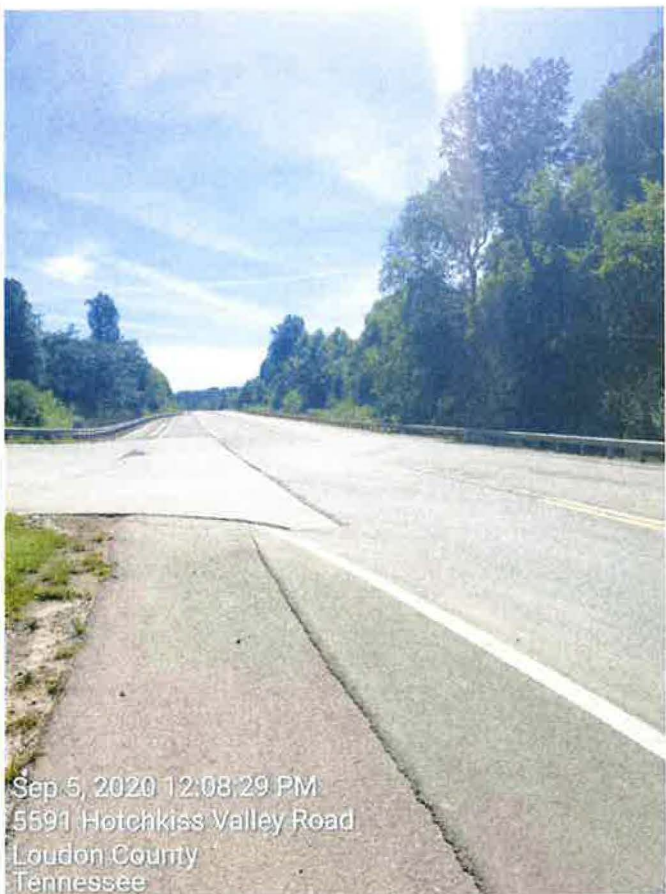
September 1, 2020:



September 3, 2020:



September 5, 2020:



Matlock Bend Landfill – Highway 72 Maintenance log

Date: 8-31-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	8:00 – 12:00	Brandon
2		X	12 – 12:30	JH
3		X	12:30 – 4:00	Brandon
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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: 9-1-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	12:45-1:15	MW
2		X	2:05-2:25	MW
3		X	4:12-4:18	MW
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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: 9-2-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	8:00	JH
2		X	10:00	JH
3		X	12:30	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

Date: 9-3-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	9:30	JH
2		X	2:30-4:00	Brandon
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

Date: 9-4-21

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	3:18	MW
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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: 9-5-20

	Washed Highway 72	Swept Highway 72	Start Time	Employee Initial
1		X	8:25	MU
2		X	10:00	Brandon
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**** Please place an "X" in the designated box to indicate the activity performed.**