

AGENDA
LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION
October 13, 2020
6:30 p.m.
LOUDON COUNTY COURTHOUSE ANNEX
Loudon, Tennessee

1. Opening of Meeting, Pledge of Allegiance, Invocation
2. Approval of Minutes – September 15, 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

September 15th, 2020

The Loudon County Solid Waste Disposal Commission met on September 15th, 2020 at 6:30 p.m. at the Loudon County Office Building. The Commission was represented by Steve Field, Art Stewart, John Watkins, 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.

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 invocation.

MOTION: Ms. Kelly Littleton-Brewster made a motion to approve the minutes of August 11th, 2020. Mr. Art Stewart seconded the motion. The minutes were approved.

There were not any Items of Public Concern.

Ms. Kaitlyn Hampton presented the Cash Activity Report for July and August.

Mr. Jameson inquired about the interest that is earned on the Poplar Springs Subfund. Mr. Field stated that any expenses from the Trustee are deducted from the main account. He also stated that he can work with Ms. Tracy Blair to allocate those expenses differently moving forward.

MOTION: Mr. Jameson made a motion to show a separate line item of the interest that is earned on the Poplar Spring Subfund in the Cash Activity Report, starting September 2020. Ms. Littleton-Brewster seconded the motion. It passed unanimously.

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

Mr. John Watkins requested that the Tonnage Report be modified to replace the tonnage volume from Tennessee Trash with Waste Management.

Mr. Jameson inquired about the AOC's that were reflected on the August TDEC inspection for unsatisfactory litter control, inadequate erosion control, unsatisfactory intermediate cover, and unsatisfactory stabilization of cover. Mr. Adam Hall informed that all items have since been corrected. He stated that he had just received a Hydroseeder to start sowing grass seed to help with erosion control.

Mr. Kevin Stevens discussed the ongoing Contract Modification process. He stated that the proposed revision to the Second Amendment Contract to reduce the service area from a 150-mile radius to a 75-mile radius was presented to Santek and they responded with a suggested compromise to maintain the 150-mile radius but only accept waste from within the State of Tennessee.

Mr. Ben Johnston stated that Santek recognizes the Commission's concern with the service area; however, Santek must maintain the ability to compete and have either a recognized or a potential revenue stream if the market changes in the future in order to uphold their Second Amendment financial obligations. Mr. Jameson stated that he hopes Santek's intentions are not to solicit waste streams from other counties, specifically as far as Cookeville or Bristol.

Ms. Littleton-Brewster inquired about the mechanisms that will be put into place to safeguard against the possibility of Santek not meeting the financial provisions of the Second Amendment. Mr. Stevens stated that, in addition to the existing bond, the annual performance bond would be the primary source of revenue to guarantee the completion of closure. He stated that the performance bond would be reviewed annually, approved by TDEC, and adjusted to cover the open volume. Mr. Field stated that he spoke with Mr. Richard Hill in regard to auditing the performance bond on an annual basis.

Ms. Littleton-Brewster asked how often the performance bond would need to be evaluated to ensure that there is not a lapse in coverage. Mr. Stevens stated that the Commission would likely have a timing mechanism to validate that Santek has paid the premium and that the performance bond is in place, continually renewing the bond before it ever expires. This would allow the Commission to put Santek and the bonding company on a 30-day notice of default before any lapse in coverage could occur.

Mr. Jameson requested a special called meeting to present the Second Amendment Contract to the stakeholders in order to receive a vote of confidence from the stakeholders and move forward with the Amended Contract.

MOTION: Ms. Littleton-Brewster made a motion to present the agreement for review and consideration to the stakeholders. Mr. Art Stewart seconded the motion. It passed unanimously as a roll call vote.

The special called meeting was scheduled for September 29th at 6 p.m. Mr. Stevens agreed to provide notice of the meeting in the News Herald. He also stated that he would provide a copy of the Second Amendment Contract to the stakeholders in advance of the meeting as well as a fact sheet to outline the major points.

Mr. Watkins inquired about the timeline for the Republic acquisition. Mr. Johnston stated that the transaction is anticipated to be finalized by the end of the fourth quarter.

Ms. Littleton-Brewster inquired about the request made during the August 2020 meeting by Ms. Pat Hunter to see the tipping fees, specifically for volume users other than the governmental users. Mr. Johnston distributed a document that provided this information.

Mr. Jameson updated about the condition of the highway outside of the landfill. He stated that he has seen a significant improvement and has not received any complaints.

Mr. Field presented the Chairman's Report and disclosed the following invoices: regular monthly invoice from Kennerly Montgomery for legal fees totaling \$2,500; two months of employee payroll taxes, totaling \$53.83 each.

MOTION: Ms. Littleton-Brewster made a motion to adjourn the meeting at 7:44 p.m. and Mr. Stewart seconded the motion. It passed unanimously.

The Commission's next scheduled meeting is October 13th, 2020 at 6:30 p.m. at the Loudon County Courthouse Annex.

Respectfully submitted,

Steve Field, Chairman
Loudon County Solid Waste Disposal Commission

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

August 2020 Combined Ending Cash Balance per Monthly Report		4,244,022.05
Adjustments:		
Less August 2020 Trustee Commission	(105.60)	
	0.00	
Total Adjustments		(105.60)
Adjusted August 2020 Combined Ending Balance per Loudon Co Trustee		4,243,916.45

Solid Waste Disposal Commission Operating Fund

Operating Fund Ending Balance August 2020		4,186,927.32
Cash Receipts:		
Trustee's Collections - Prior Year	0	
Surcharge - Host Fees (August 2020)	10,572.50	
Surcharge - Security Fees (August 2020)	12,317.80	
Investment Income - Proration based on % of balance	5,178.79	
Total Monthly Revenue		28,069.09
Cash Disbursements:		
Board & Committee Members Fees	(250.00)	
Social Security		
Medicare		
Audit Services (Mitchell Emert & Hill)		
Contracts with Private Agencies (Santek)		
Engineering Services (Santek)		
Consultants (Geosyntec)	0.00	
Legal Services (August 2020)	(2,500.00)	
Legal Notices		
Other Contracted Services		
Water/Sewer (Loudon Utilities)		
Building & Content Insurance		
In-Service/Staff Development		
Trustee's Commission - Proration = % of balance	(156.10)	
Total Cash Disbursements		(2,906.10)
Expenditure Credit:		
Trustee Commission Adjustment		0.00
<u>Operating Fund Ending Balance September 2020</u>		<u>4,212,090.32</u>

Poplar Springs Subfund

Poplar Springs Subfund Balance August 2020		56,989.13
Cash Receipts:		
Investment Income - Proration based on % of balance	70.49	
Total Monthly Revenue		70.49
Cash Disbursements:		
Trustee's Commission - Proration = % of balance	(2.12)	
Poplar Springs Legal Services	0.00	
Total Cash Disbursements		(2.12)
<u>Poplar Springs Subfund Balance September 2020</u>		<u>57,057.49</u>

<u>TOTAL COMBINED OPERATING AND POPLAR SPRINGS SEPTEMBER 2020 BALANCE</u>		<u>4,269,147.81</u>
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Combined Summary - September 2020		
Beginning Balance		4,243,916.45
Plus Operating Revenue		28,139.58
Less Operating and Poplar Springs Disbursements		(2,908.22)
TOTAL COMBINED BALANCE - SEPTEMBER 2020		<u>4,269,147.81</u>



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Cleveland, Tennessee 37311
(423) 303-7101

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

**Monthly Operations Report
Matlock Bend Landfill
October 13, 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. SECOND AMENDMENT TO LANDFILL AGREEMENT

**LANDFILL TONNAGE VOLUME
MONTH ENDING -
SEPTEMBER 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	10,883.70	9,975.37	(908.33)
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	109,036.52	107,564.65	(1,471.87)
% of TOTAL VOLUME		100%	

DAILY AVG FOR ANY
RUNNING 30 DAY PERIOD 332.52

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	419.83	465.23	45.40
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	4,063.48	4,288.35	224.87
% of TOTAL VOLUME		4.0%	

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	468.00	540.36	72.36
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	4,578.81	5,103.65	524.84
% of TOTAL VOLUME		4.7%	

DAILY AVG FOR 22.5
DAY PERIOD 443.35

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	3,047.17	3,110.64	63.47
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	27,984.90	30,139.90	2,155.00
% of TOTAL VOLUME		28.0%	

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	362.91	478.03	115.12
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	3,482.83	4,093.43	610.60
% of TOTAL VOLUME		3.8%	

WASTE MANAGEMENT KNOXVILLE

MONTH	2019	2020	2019 TO 2020
TN Trash 2019 Jan-May			
JANUARY	5,184.96	1,045.82	(4,139.14)
FEBRUARY	4,252.39	1,608.55	(2,643.84)
MARCH	5,009.22	2,424.09	(2,585.13)
APRIL	5,315.21	1,675.72	(3,639.49)
MAY	5,341.05	2,373.62	(2,967.43)
JUNE	1,002.69	2,549.31	1,546.62
JULY	1,057.73	2,527.15	1,469.42
AUGUST	1,184.07	2,529.43	1,345.36
SEPTEMBER	1,018.96	2,433.84	1,414.88
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	29,366.28	19,167.53	(10,198.75)
% of TOTAL VOLUME		17.8%	

LANDFILL TONNAGE VOLUME
MONTH ENDING -
SEPTEMBER 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	0.00	0.00
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	0.00	19,330.67	19,330.67
% of TOTAL VOLUME		18.0%	

All Others

MONTH	2019	2020	2019 TO 2020
JANUARY	4,197.91	3,728.62	(469.29)
FEBRUARY	3,857.54	2,802.24	(1,055.30)
MARCH	4,000.04	3,033.79	(966.25)
APRIL	4,176.34	3,039.97	(1,136.37)
MAY	4,182.79	2,864.68	(1,318.11)
JUNE	4,356.02	3,290.13	(1,065.89)
JULY	4,916.89	2,659.45	(2,257.44)
AUGUST	4,305.86	2,755.23	(1,550.63)
SEPTEMBER	5,566.83	2,947.27	(2,619.56)
OCTOBER			0.00
NOVEMBER			0.00
DECEMBER			0.00
TOTAL	39,560.22	27,121.38	(12,438.84)
% of TOTAL VOLUME		25.2%	

Initial Inspection

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

**CLASS I
FACILITY**

SITE	DATE	TIME	WEATHER
Loudon County Landfill SNL530000203 21712 Highway 72 North Loudon	9/16/2020	10:00	84F Cloudy
			EFO KNOX

*SEE DISCLAIMER ON LAST PAGE

VIOLATION	REGULATION	OBSERVATION NVO AOC V1 V2
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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			

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VIOLATION		REGULATION	OBSERVATION NVO AOC V1 V2	
GENERAL FACILITY STANDARDS				
8040	INADEQUATE INFORMATION SIGNS	0400-11-01-.04(2)(b)2 TCA 68-211-703(h)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8050	UNSATISFACTORY ACCESS ROAD(S)/PARKING AREA(S)	0400-11-01-.04(2)(b)3	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8060	CERTIFIED PERSONNEL NOT PRESENT DURING OPERATING HOURS	0400-11-01-.04(2)(b)5	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8070	UNAPPROVED SALVAGING OF WASTE	0400-11-01-.04(2)(b)6	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
LITTER CONTROL				
8110	UNSATISFACTORY LITTER CONTROL	0400-11-01-.04(2)(d)	?	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS	-Litter can be found on several slopes, this issue needs to be addressed before violations are issued.			
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	Dozer was report down on 9/15, message required to confirm equipment is operational or replacement is in service as soon as possible.			
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	Sump measured at 24 inches.			

*SEE DISCLAIMER ON LAST PAGE

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

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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 type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS	Many sloped are not covered with erosion control measures. Current fix is in the works as well as several tack on berms being placed to avoid issues. This solution will need to be continued until as required slopes are in compliance.		
SPECIAL WASTE APPROVAL PROCESS			
8300	MISHANDLING OF SPECIAL WASTE	0400-11-01-.01(4)(d)1	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
UNLAWFUL METHODS OF DISPOSAL			
8570	OPERATION DOES NOT CORRESPOND WITH ENGINEERING PLANS (EVALUATE AND RECORD THE APPROXIMATE INTERIOR AND EXTERIOR SLOPE OF THE LANDFILL)	TCA 68-211-104(3) TCA 68-211-105(b)	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
8580	OPERATION DOES NOT CORRESPOND WITH PERMIT CONDITIONS	TCA 68-211-104(3) 0400-11-01-.02(5)(a)(1)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
WASTE HANDLING AND COVER STANDARDS			
8430	WASTE NOT CONFINED TO A MANAGEABLE AREA	0400-11-01-.04(6)(a)1	? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			

*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
WASTE HANDLING AND COVER STANDARDS						
8440	IMPROPER SPREADING OF WASTE	0400-11-01-.04(6)(a)2	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS	Many sloped are not covered with erosion control measures. Current fix is in the works as well as several tack on berms being placed to avoid issues. This solution will need to be continued until as required slopes are in compliance.					
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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS	Many sloped are not covered with erosion control measures. Current fix is in the works as well as several tack on berms being placed to avoid issues. This solution will need to be continued until as required slopes are in compliance. This is leading to continued erosion damage and lose of surfaces.					
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

**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

Lewis L. Haynes IV, Inspector
DSWM, Tennessee Department of Environment and Conservation,
Division of Solid Waste Management, Knoxville Field Office, 4000 Lee Highway, Knoxville, TN 37919
Date: 03/09/17 10:08:14 AM EDT

Materials Classification Report
Matlock Bend Landfill
Monthly Tonnage Summary September 2020

Material	Tonnage	2017 Sludge %		2018 Sludge %	
MSW		January	5%	January	4%
		February	8%	February	4%
MSW	<u>8,207</u>	March	8%	March	5%
Special Waste		April	7%	April	6%
		May	4%	May	8%
Other	1,222	June	2%	June	9%
Ash	0	July	3%	July	6%
Sludge	<u>546</u>	August	4%	August	4%
Total Special Waste	<u><u>1,768</u></u>	September	7%	September	2%
		October	8%	October	2%
		November	6%	November	5%
		December	5%	December	5%
		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	5%
		October	3%	October	
		November	4%	November	
		December	7%	December	
Total MSW & SW	9,975				
Tires	56				
Total Material	<u><u>10,031</u></u>				
% MSW	<u>82%</u>				
% Special Waste	<u>18%</u>				
% Sludge	<u>5%</u>				

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	8,207				74,391
Special Waste	8,193	7,568	7,666	1,240	1,575	1,687	1,696	1,779	1,768				33,173
Tires	31	26	42	43	55	53	36	39	56				382
Total	<u>15,705</u>	<u>14,289</u>	<u>16,294</u>	<u>9,835</u>	<u>10,370</u>	<u>10,982</u>	<u>10,481</u>	<u>9,959</u>	<u>10,031</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>107,946</u>
%													
MSW	48%	47%	53%	87%	84%	84%	83%	82%	82%				69%
Special Waste	52%	53%	47%	13%	15%	15%	16%	18%	18%				31%
Total	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>99%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>99%</u>				<u>100%</u>

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

Month	Tonnage
Jul-20	31.25
Aug-20	36.27
Sep-20	48.23
Oct-20	
Nov-20	
Dec-20	
Jan-21	
Feb-21	
Mar-21	
Apr-21	
May-21	
Jun-21	
Total (tons)	115.75

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)
		10,157		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	-	9,959	A	1.37	13,644	583,171
September	-	10,031	A	1.37	13,742	569,429
October	-	10,157	P	1.37	13,915	555,514
November	-	10,157	P	1.37	13,915	541,599
December	-	10,157	P	1.37	13,915	527,684
January '21	-	10,157	P	1.37	13,915	513,768
February	-	10,157	P	1.37	13,915	499,853
March	-	10,157	P	1.37	13,915	485,938
April	-	10,157	P	1.37	13,915	472,023
May	-	10,157	P	1.37	13,915	458,108
June	-	10,157	P	1.37	13,915	444,193
July	-	10,157	P	1.37	13,915	430,278
August	-	10,157	P	1.37	13,915	416,363
September	-	10,157	P	1.37	13,915	402,448
October	-	10,157	P	1.37	13,915	388,533
November	-	10,157	P	1.37	13,915	374,618
December	-	10,157	P	1.37	13,915	360,702

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

Full Date

February-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

July	10,481
August	9,959
September	10,031
Average	10,157

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

October 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 September 1, 2020 to September 30, 2020:

Host Fees (Greater of below) –	
Total Tip Fees Billed	\$254,600.11
Host Fee Percentage	<u>3.96%</u>
	\$ 10,082.16
Minimum Fee	<u>\$ 10,572.50</u>
Security Fees (Greater of below) –	
Total Tonnage Received	9,975.37
Rate per ton	<u>\$ 1.00</u>
Total	\$ 9,975.37
Total Tip Fees Billed	\$254,600.11
Security Fee Percentage	<u>5.00%</u>
	<u>\$ 12,730.01</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 blue ink that reads "Mark C. Mathys".

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:

- I. 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 generated from a location that is outside the state of Tennessee or inside the state of Tennessee beyond a radius of 150 miles from the Landfill without the prior written approval of the Commission.

- 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**

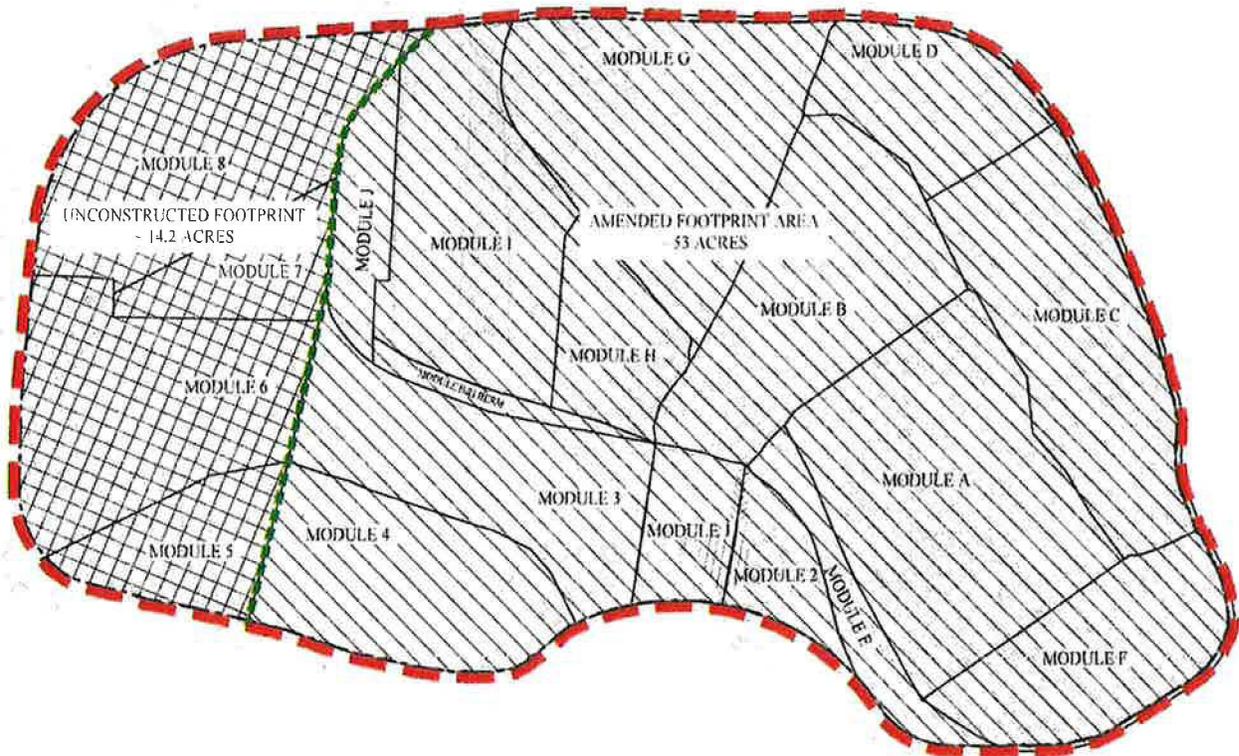
By: _____
Steve M. Field, Chair

SANTEK ENVIRONMENTAL, INC.

By: _____
Joseph T. Watts, President

EXHIBIT B

[Major Permit Modification Footprint]



LEGEND

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

MAJOR PERMIT MODIFICATION
FOOTPRINT

MATLOCK BEND LANDFILL
LOUDON COUNTY, TENNESSEE

DRAWN BY: JW	SCALE: N15	DATE: 9/6/19
CHECKED BY: RV	APPROVED BY: RV	



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

200 i9i4.1
file.dwg no.

B
EXHIBIT

EXHIBIT B revised
job no.

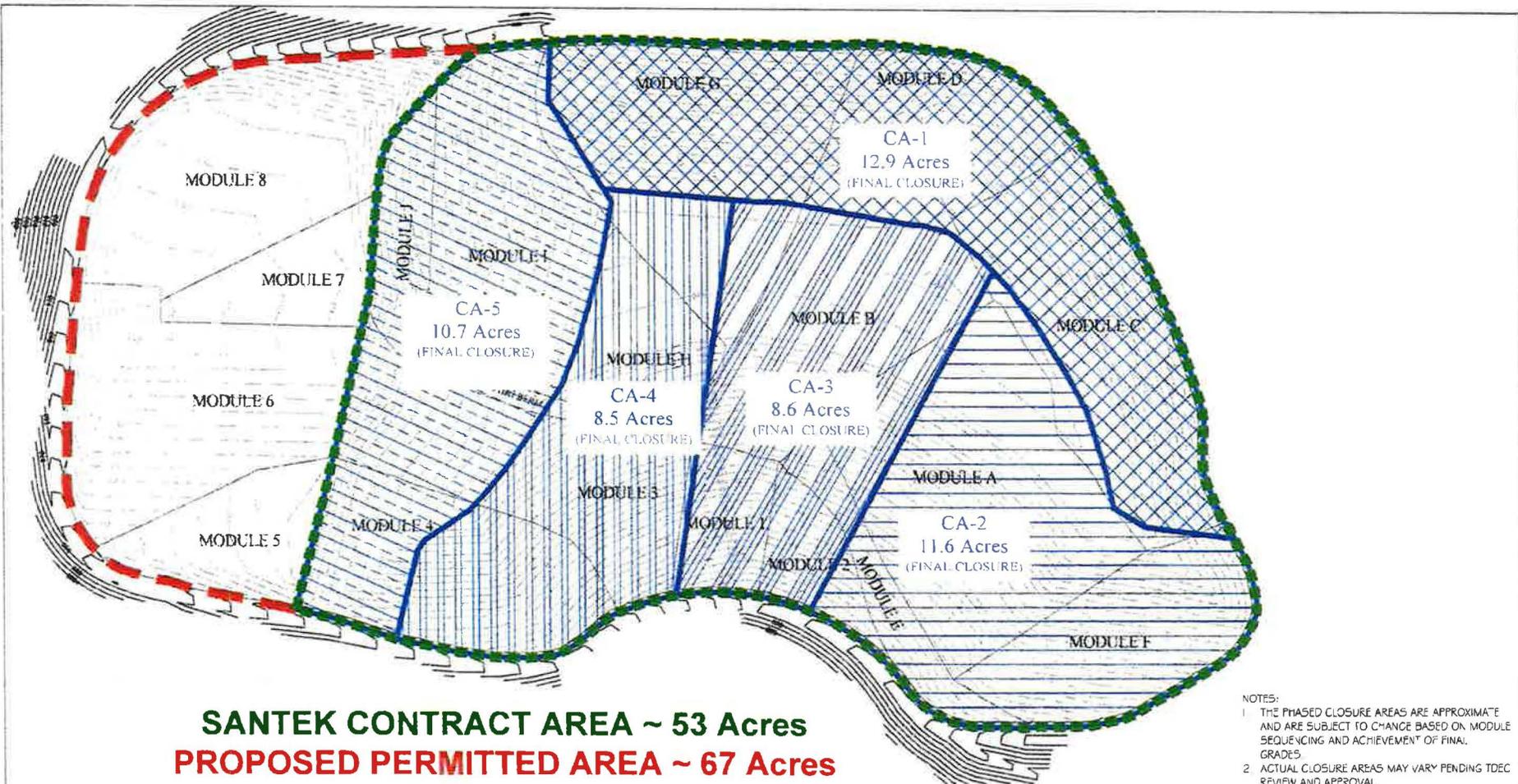
EXHIBIT C

[Final Grading Plan for Entire 67 Acres]

EXHIBIT D

[Final Closure Areas of Amended Footprint]

Exhibit E
[Phased Closure Plan]



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



PHASED CLOSURE PLAN			
MATLOCK BEND LANDFILL LOUDON COUNTY, TENNESSEE			

C:\Users\jdoyle\Documents\2017\2017-08-01\2017-08-01-111

EXHIBIT F

[Attach Wheel Wash System Specs]



WHEEL WASH SYSTEM SPECS			 650 337TH STREET NW SUITE 105 CLEVELAND TENNESSEE (615) 561-7166	F EXHIBIT
MATLOCK BEND LANDFILL LOUDON COUNTY, TENNESSEE				
DRAWN BY:	SCALE AS SHOWN	DATE: 6/16/19		
CHECKED BY:	APPROVED BY:			

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, L. Bismarckstrasse 26, D-40474, Datteln

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) 889-3377
 E-mail tholmes@us.mobydick.com



Options

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

Construction services

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

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

Your MobyDick Sales Engineer

Name: Tom Holmes
Phone: 0111 539-1077
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: Tom Holmes
 Phone: (614) 570-3277
 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: Thomas Holmes
 Phone: (519) 504-1147
 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.

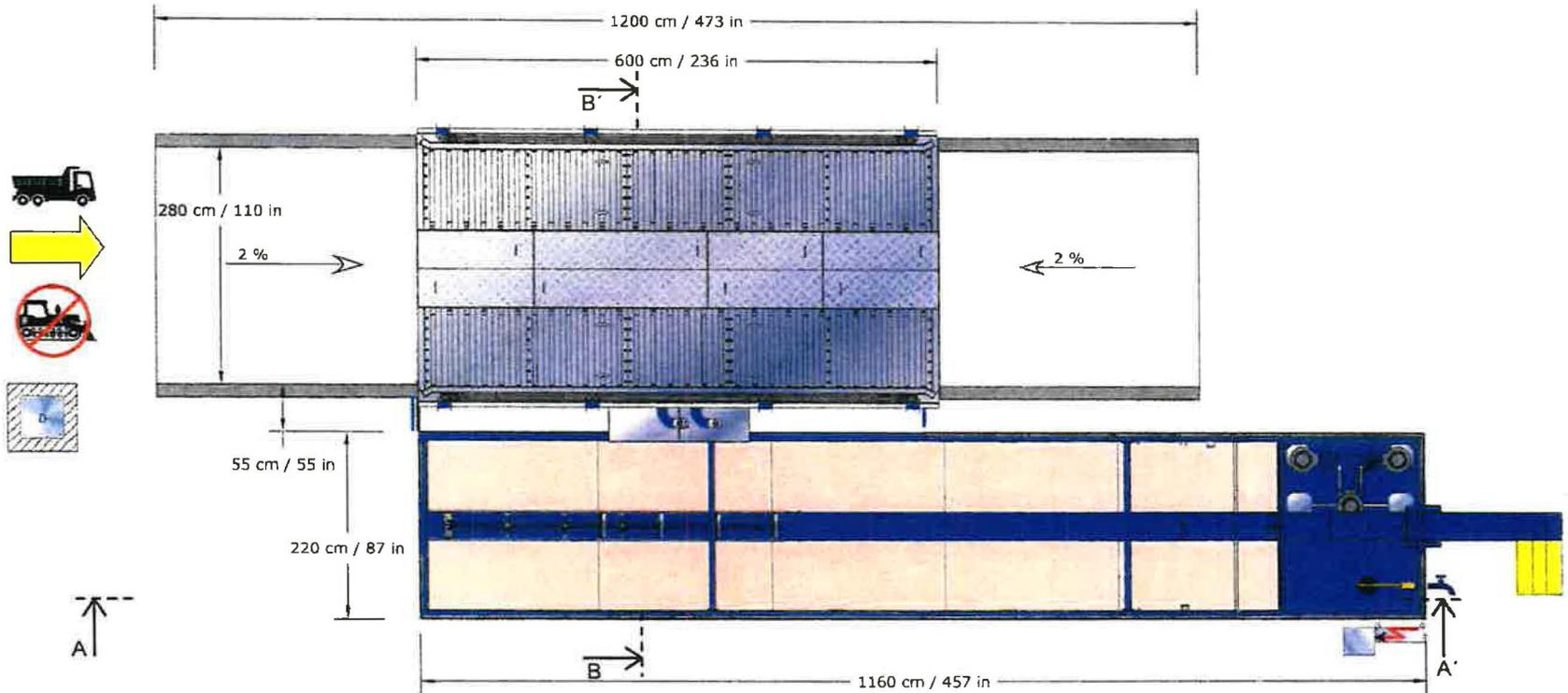


- 2006/42/EC:2009, Machinery Directive
- 2004/18/EC:2004, EMC Directive
- EN 60204-1, Electrical equipment of machines
- EN 60439-1, Low-voltage switchgear assemblies

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.

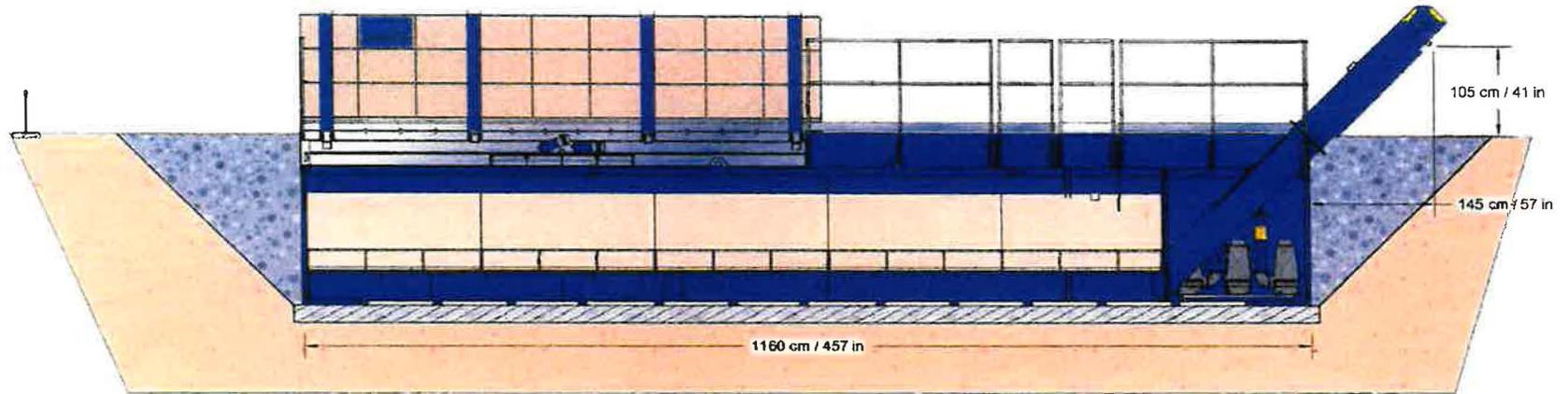
Your MobyDick Sales Engineer

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



13.06.2017	V 1.0.	MoW	1 / 2
MD Kit Plus 600C-50P		Layout	
MDK-A300-600C-50P			
			
moby dick		FRUTIGER	

SECTION A-A'



SECTION B-B'

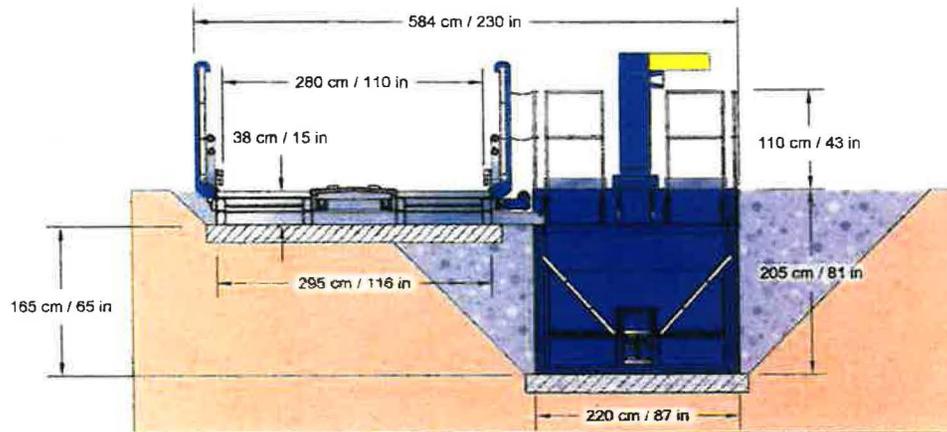
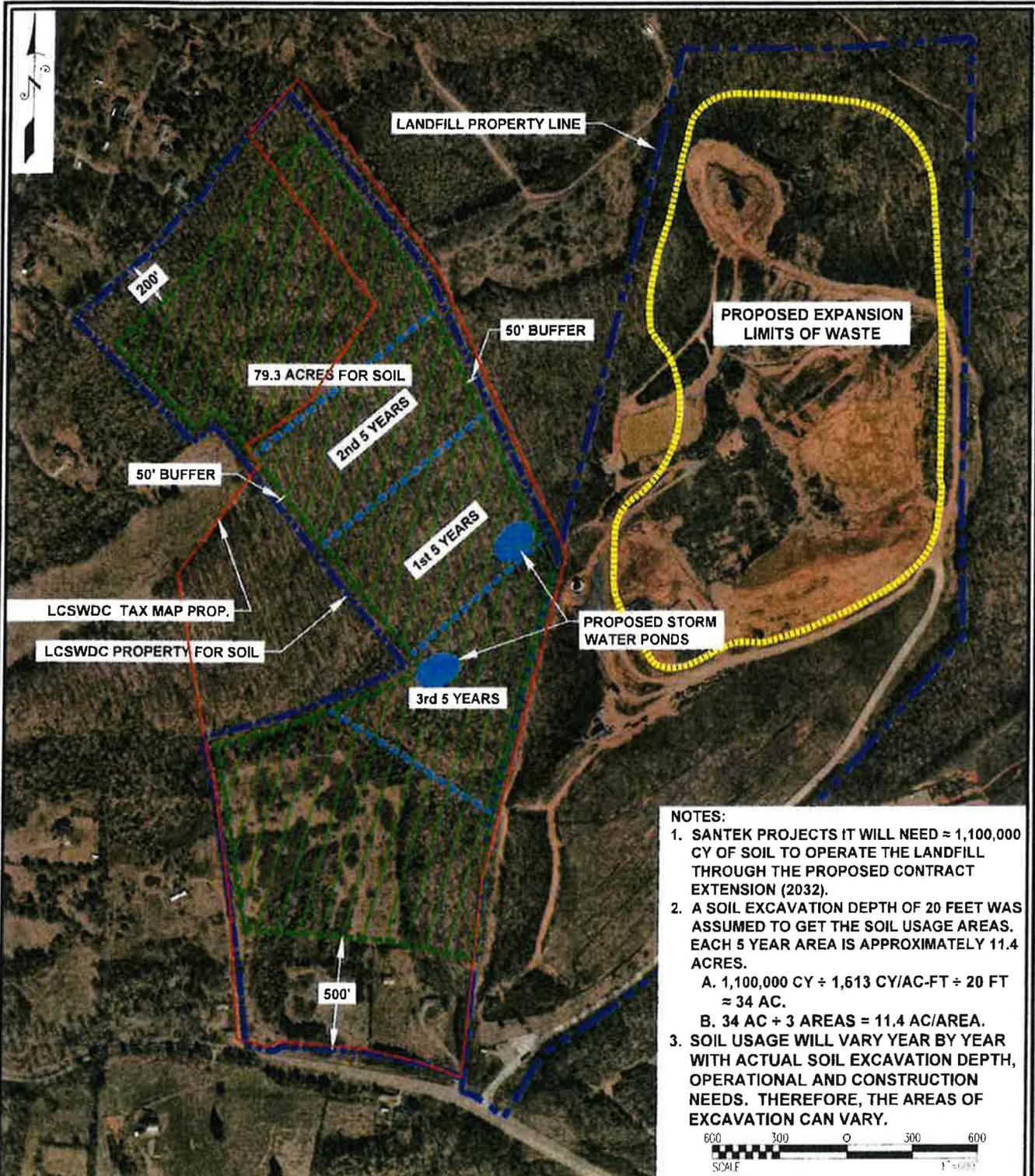


EXHIBIT G

[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.



G:\WORK\LOUDON\200-2018 (LCSWDC Neg.)\EXHIBIT G.dwg, 3/26/2020 4:28:33 PM, DWG To PDF.pc3

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	



SANTEK
Waste Services

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

G

EXHIBIT

Estimated Increase in Host Fee Through Contract Extension

October 13, 2020

Explanation:

The calculations below estimate the increase in host fee over the duration of the contract extension using an estimated median tipping fee at different daily volumes. The increased host fee from 3.75% to 5.5% was agreed upon to compensate the LCSWDC for the soil Santek utilizes during landfill operations.

Notes:

- *The increased host fee outlined below is an estimate. There are multiple factors that could affect the host fee payments such as tons per day, average tipping fee, utilization rate, etc.,*

Maximum Annual Waste Receipts (Tons)	Waste Receipts (TPD)	Estimated Tipping Fee	Minimum Host Fee at 3.75% (based on today's volume)	New Host Fee At 5.5%	Estimated Number of years until Amended Footprint Reaches Capacity
135,000	500	\$24.50	\$120,000	\$181,912	18yrs
172,800	640	\$24.50	\$120,000	\$232,848	15yrs
216,000	800	\$24.50	\$120,000	\$291,060	12yrs

\$1,114,425 Estimated Increase in Host Fee Through Contract Extension at 500 TPD

\$1,692,720 Estimated Increase in Host Fee Through Contract Extension at 640 TPD

\$2,052,720 Estimated Increase in Host Fee Through Contract Extension at 800 TPD