

Hamblen County/Morristown Solid Waste Agenda

March 15, 2024

Hamblen County Health Department Conference Room

Meeting Called To Order-Tom Rush

Presentation-Tom Rush

Public Comment/General Public Forum:

Approval of Board Minutes-Tom Rush

Financial Report-Amy Hemminger/Paul Lynch

1. Review Financials

Manager's Report-Dennis Barnes

1. TDEC Inspection
2. Compactor Fire

Engineer's Report-Steve Bostic

1. Landfill Project's Progress

Unfinished Business-Tim Horner, Tom Rush & Bill Brittain

1. Review and Approval of the PDS Revised Contract for Computer Services as follows:
 - a. Managed Services Agreement
 - b. Master Terms & Services Agreement
2. Review of the Rodefer Moss Counteroffer for Audit Services
3. Discussion of Additional Financing for Landfill Expansion
4. Review of Elavon Credit Card Surcharge Rate Increase
5. Review of GFL Land Purchase Documents as follows:
 - a. Signed GFL Land Purchase
 - b. TDEC Transfer Solid Waste Disposal Permit
 - c. Traveler's GFL Land Purchase Insurance

New Business-Tim Hendrick,

1. Review and Approval of the 2023 Recycling Annual Progress Report from East Tennessee Development District
2. Approval to Issue a Request for Proposal (RFP) for Audit Services
3. Appointment of a Board Member as Vice Chairman

Adjournment-Tom Rush

Hamblen County/Morristown Solid Waste Board of Directors Meeting

Minutes: February 16, 2024

Hamblen County Health Department Conference Room

Board Members Present: Tom Rush-Chairman, Keith Jackson-Vice Chairman, Dennis Barnes-(Ex-Officio/Director), Mike Bell, Bob Garrett, Tim Horner, Matt Lacy, Pat McGuffin and Ventrus Norfolk.

Board Member Absent: Bill Brittain- (Ex-Officio/County Mayor)

Others Present: Amy Hemminger, Steve Bostic, Reuben Robertson, Paul Brown, John Burgin, Allie Davidson, Nick Overbay, Stephanie Clonce and Public.

Meeting Called To Order: Tom Rush

Mr. Rush called the meeting to order at 9:00 a.m.

Public Comment/General Public Forum: None

Approval of Minutes: Tom Rush

Mr. Lacy made the motion to approve the January 26, 2024 minutes and Mr. Norfolk seconded the motion with all board members in favor.

Financial Report: Amy Hemminger and Tom Rush

1. Review of January Financials- Ms. Hemminger stated that the adjustment to the bond receivable and liabilities corresponding with that had been made from the audit.
2. Mr. Rush stated that the LGIP accounts are at 5.35% and First Horizon is at 2.14%.

Manager's Report: Dennis Barnes

1. Mr. Barnes stated that the TDEC inspection has not been done this month.
2. The board asked Mr. Barnes how the grinder was doing, and he replied great. It is holding up good with the brush and other things besides the tires, they have some impact on the teeth, but not bad.
3. Mr. Lacy asked if the sawdust was helping with the traction with the sludge and Mr. Barnes replied that it helps, but still is not great having to go up the slopes.
4. Mr. Barnes stated that he was glad that the GFL land purchase finally closed.

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Hamblen County Health Department Conference Room

Engineer's Report: Steve Bostic

Mr. Bostic updated the board on the engineering projects going on at the Landfill (see attachment).

Mr. Bostic went over the bids for the expansion that were opened on February 13, 2024. The lowest bid was from East Tennessee Turf and Landscape for \$15,376,406.50 with some math errors that were fixed by LDA. The highest bid came in at \$22,351,824, which is a difference of \$6,975,417.50. Mr. Bostic and Mr. Barnes suggested that we do some of the work ourselves in-house to save some money.

Mr. Bostic stated that the tire grant he had been looking into for us will not be reviewed until April 24. Mr. Bostic stated that he was trying to get them to pay for a new track hoe to use with the shredder. We would have to get three quotes or bids for the new equipment and HCMSW would have to pay for it up front and then they would reimburse us for all or part of the cost.

Mr. Bostic will also talk to TDEC in Nashville about using the tire shreds for road bases and cover for the landfill.

Unfinished Business: Tim Horner and Tom Rush

1. Mr. Horner told the board that he had met with Joe Sargent of PDS Consulting and discussed the PDS contract that is still in question. Mr. Sargent still has an issue with the confidentiality act, confidentiality to open records request and break down of services being subjected to the public and competitors. Mr. Horner stated that it will hopefully be revised by next month's meeting for a vote of approval by the board.
2. Mr. Rush stated that he signed the documents to close the GFL land purchase on February 14, 2024. The title company had to make a few adjustments and will send the finalized documents with signature as soon as it is completed. It will be in the packet next month for your review.

New Business: Steve Bostic, Dennis Barnes, Tom Rush, and Keith Jackson

1. Mr. Bostic stated that we received four bids on the expansion project and the lowest bid went to East Tennessee Turf and Landscape for \$15,376,406.50. Bids were higher than was budgeted originally. We will have to go back and see if we can do it in two phases instead of one. Mr. Rush stated that he would have to talk to the City and County about getting the rest of the money because we only received approximately \$8,775,000 from the previous bond issues to use. Mr. Rush stated that we would have to call a special-

Hamblen County/Morristown Solid Waste Board of Directors Meeting

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Hamblen County Health Department Conference Room

called meeting to vote on the bid and how we will fund the additional costs. The project is scheduled to begin on April 8, 2024 with a 240-day deadline to finish. Mr. Barnes suggested requesting enough to do ten acres and all the rock blasting, and we can clean that off in-house to save some money. Mr. Overbay stated that would not be fair to E TTL because we bid that all out and they have other obligations.

2. Mr. Rush stated that we received a rate increase of 3% from Elavon, our credit card machine company, which goes into effect on March 1, 2024. It covered some of the service fees for the credit card machine use, now it will not, it will all be paid by us. Mr. Rush stated that we may want to look at charging a 4% or 5% fee for using the credit card. Mr. Lacy made a motion to approve the 3% increase from Elavon and Mr. Horner seconded the motion with all board members in favor.
3. Mr. Rush discussed the new contract for 2024, 2025 and 2026 from Rodefer Moss. We were paying \$12,000 per year, now they have increased it to \$15,000 per year. Mr. Rush stated that the audit was filed late with the state this year due to additional work related to the bonds issued by the city and county. After some discussion with the board, Mr. Bell made a motion to meet them halfway with a counter proposal of \$13,500 per year to see if they would accept and Mr. McGuffin seconded the motion with all board members in favor. We will send them a letter and report back with their response for a vote next month.
4. Mr. Jackson spoke to the board and stated that he had turned in his resignation to the mayor due to health issues. Mr. Jackson started the Solid Waste Board 40 years ago and enjoyed working with everyone. Mr. Jackson stated that he was glad of all the years of progress and wished the board well in the expansion. Mr. Jackson stated that Will Sliger will be taking his place on the board and that will be voted on Tuesday, February 20, 2024 at the City Council meeting.

Adjournment: Tom Rush

Mr. Rush adjourned the meeting at 9:50 a.m.

Tom Rush-Chairman

Bill Brittain

Morristown-Hamblen County Solid Waste Board

02/15/2024 11:24 AM

Register: 11130 - Operating Account

From 02/15/2024 through 02/15/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
02/15/2024	9144	CANON SOLUTIO...	21100 - Accounts Paya...		73.84		231,484.26
02/15/2024	9145	CAPPS & BYRD, L...	21100 - Accounts Paya...		480.00		231,004.26
02/15/2024	9146	CITY OF MORRIST...	21100 - Accounts Paya...		962.52		230,041.74
02/15/2024	9147	DAVID BERRY TR...	21100 - Accounts Paya...		550.00		229,491.74
02/15/2024	9148	FAIRBANKS SCAL...	21100 - Accounts Paya...		909.00		228,582.74
02/15/2024	9149	HAMBLEN COUNT...	21100 - Accounts Paya...		12,510.06		216,072.68
02/15/2024	9150	LDA ENGINEERIN...	21100 - Accounts Paya...		43,615.28		172,457.40
02/15/2024	9151	LIBERTY TIRE RE...	21100 - Accounts Paya...		808.50		171,648.90
02/15/2024	9152	NAPA AUTO PARTS	21100 - Accounts Paya...		126.90		171,522.00
02/15/2024	9153	OFFICE DEPOT BU...	21100 - Accounts Paya...		284.66		171,237.34
02/15/2024	9154	PDS CONSULTING	21100 - Accounts Paya...		1,282.00		169,955.34
02/15/2024	9155	PIONEER PETROL...	21100 - Accounts Paya...		5,014.61		164,940.73
02/15/2024	9156	PITNEY BOWES B...	21100 - Accounts Paya...		158.99		164,781.74
02/15/2024	9157	PURKEY, CARTER, ...	21100 - Accounts Paya...		4,590.00		160,191.74
02/15/2024	9158	RODEFER MOSS &...	21100 - Accounts Paya...		1,000.00		159,191.74
02/15/2024	9159	SFP MORRISTOWN	21100 - Accounts Paya...		277.90		158,913.84
02/15/2024	9160	SMOKY MOUNTAI...	21100 - Accounts Paya...		176.37		158,737.47
02/15/2024	9161	SOUTHERN WAST...	21100 - Accounts Paya...		1,222.50		157,514.97
02/15/2024	9162	STOWERS MACHI...	21100 - Accounts Paya...		6,194.10		151,320.87
02/15/2024	9163	VERIZON WIRELE...	21100 - Accounts Paya...		185.77		151,135.10

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 43,615.28
 808.50
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 284.66
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 185.77
 80,135.10

Morristown-Hamblen County Solid Waste Board

02/28/2024 8:26 AM

Register: 11130 - Operating Account

From 02/29/2024 through 02/29/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
02/29/2024	9164	AFLAC	21100 - Accounts Paya...		492.69		241,869.25
02/29/2024	9165	BOB GARRETT	21100 - Accounts Paya...		200.00		241,669.25
02/29/2024	9166	CHEROKEE ROCK ...	21100 - Accounts Paya...	PO#7410	6,494.71		235,174.54
02/29/2024	9167	EAST TENNESSEE ...	21100 - Accounts Paya...	KEITH JACKS...	188.50		234,986.04
02/29/2024	9168	KEITH JACKSON	21100 - Accounts Paya...		200.00		234,786.04
02/29/2024	9169	LIBERTY NATION...	21100 - Accounts Paya...		66.97		234,719.07
02/29/2024	9170	LIBERTY TIRE RE...	21100 - Accounts Paya...		261.80		234,457.27
02/29/2024	9171	LIVINGOOD EQUI...	21100 - Accounts Paya...		3,078.98		231,378.29
02/29/2024	9172	MATT LACY-V	21100 - Accounts Paya...		200.00		231,178.29
02/29/2024	9173	MIKE BELL	21100 - Accounts Paya...		200.00		230,978.29
02/29/2024	9174	NAPA AUTO PARTS	21100 - Accounts Paya...		1,162.25		229,816.04
02/29/2024	9175	PATRICK MCGUFF...	21100 - Accounts Paya...		200.00		229,616.04
02/29/2024	9176	PIONEER PETROL...	21100 - Accounts Paya...		5,291.02		224,325.02
02/29/2024	9177	STERICYCLE, INC.	21100 - Accounts Paya...		81.52		224,243.50
02/29/2024	9178	STOWERS MACHI...	21100 - Accounts Paya...		181.35		224,062.15
02/29/2024	9179	TIMOTHY L. HOR...	21100 - Accounts Paya...		200.00		223,862.15
02/29/2024	9180	TMS INTERNATIO...	21100 - Accounts Paya...		707.85		223,154.30
02/29/2024	9181	TOM RUSH	21100 - Accounts Paya...		200.00		222,954.30
02/29/2024	9182	VENTRUS NORFO...	21100 - Accounts Paya...		200.00		222,754.30
02/29/2024	9183	WITT UTILITY DIS...	21100 - Accounts Paya...		300.00		222,454.30

Morristown-Hamblen County Solid Waste Board

03/06/2024 11:14 AM

Register: 11130 - Operating Account

From 03/06/2024 through 03/06/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/06/2024	9195	Hamblen County Ge...	21100 - Accounts Paya...	Rental Eviction...	184.50			304,613.86

Morristown-Hamblen County Solid Waste Board

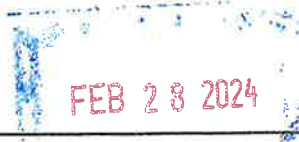
03/06/2024 7:39 AM

Register: 11130 - Operating Account
 From 03/07/2024 through 03/07/2024
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
03/07/2024	9184	APPALACHIAN EL...	21100 - Accounts Paya...		1,613.29		303,185.07
03/07/2024	9185	BANKCARD CENT...	21100 - Accounts Paya...		1,185.64		301,999.43
03/07/2024	9186	CANON SOLUTIO...	21100 - Accounts Paya...		66.48		301,932.95
03/07/2024	9187	CHARTER COMM...	21100 - Accounts Paya...		247.87		301,685.08
03/07/2024	9188	CHEROKEE ROCK ...	21100 - Accounts Paya...		5,712.16		295,972.92
03/07/2024	9189	CINTAS	21100 - Accounts Paya...		327.44		295,645.48
03/07/2024	9190	FUELMAN	21100 - Accounts Paya...		254.23		295,391.25
03/07/2024	9191	LIBERTY TIRE RE...	21100 - Accounts Paya...		550.90		294,840.35
03/07/2024	9192	LOWE'S CREDIT S...	21100 - Accounts Paya...		259.14		294,581.21
03/07/2024	9193	NAPA AUTO PARTS	21100 - Accounts Paya...		53.82		294,527.39
03/07/2024	9194	PDS CONSULTING	21100 - Accounts Paya...		1,299.50		293,227.89

1,613.29 -
 1,185.64 -
 66.48 -
 247.87 -
 5,712.16 -
 327.44 -
 254.23 -
 550.90 -
 259.14 -
 53.82 -
 1,299.50 -
 303,185.07 -

BankCard Center Card Statement



Account Number XXXX XXXX XXXX 0792

Statement for Period: January 25, 2024 to February 24, 2024

CARDHOLDER SUMMARY							
DENNIS R BARNES XXXX XXXX XXXX 0792	Previous Balance	Purchases And + Other Debits	Cash + Advances	Finance + Charges	- Credits	- Payments =	New Balance
CardHolder Totals	\$1,103.07	\$1,185.64	\$0.00	\$0.00	\$0.00	\$1,103.07	\$1,185.64

FINANCE CHARGE SUMMARY				
	Average Daily Balance	Monthly Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES	\$0.00	1.200%(V)	14.40% (V)	\$0.00
(V) = Variable Rate				
GRACE PERIOD To Avoid a Finance Charge On Purchases, Pay Entire New Balance by Payment Due Date Each Billing Period. Finance Charge Accrues on Cash Advances Until Paid And Will Be Billed On Your Next Statement.				

STATEMENT MESSAGES

Important Notice
Payments will be posted and credited to your account on the day they are received, subject to applicable payment processes and cutoff times. However, in order to protect against fraud and to allow for necessary payment verification and settlement, it may take up to 5 business days from receipt of payment for adjustments to be made to your available credit line.

CUSTOMER SERVICE CALL 1-800-382-5465 LOST/STOLEN CARDS CALL 1-800-382-5465	ACCOUNT NUMBER XXXX XXXX XXXX 0792		ACCOUNT SUMMARY	
		STATEMENT DATE	02/24/24	PREVIOUS BALANCE
	CREDIT LIMIT	\$5,000.00	PURCHASES & OTHER CHARGES	\$1,185.64
	AVAILABLE CREDIT*	\$3,814.00	CASH ADVANCES	\$0.00
SEND BILLING INQUIRIES TO BANKCARD CENTER P.O. BOX 1545 MEMPHIS, TN 38101-1545	PAST DUE	\$0.00	CASH ADVANCE FEES	\$0.00
	OVERLIMIT	\$0.00	LATE PAYMENT CHARGE	\$0.00
	DISPUTED AMOUNT	\$0.00	FINANCE CHARGE	\$0.00
	AMOUNT DUE	\$59.00	CREDITS	\$0.00
	PAYMENT DUE DATE	03/20/24	PAYMENTS	\$1,103.07
			NEW BALANCE	\$1,185.64
* Amount reflected in whole dollars only				

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↑PLEASE DETACH HERE AND RETURN WITH PAYMENT

BANKCARD CENTER
P.O. BOX 1545
MEMPHIS TN 38101-1545

HAMBLEN CO/

ACCOUNT NUMBER	XXXX XXXX XXXX 0792
PAYMENT DUE DATE	03-20-24
AMOUNT DUE	\$59.00
NEW BALANCE	\$1,185.64

|||||
BANKCARD CENTER
P.O. BOX 385
MEMPHIS TN 38101-0385

AMOUNT ENCLOSED
\$

|||||
DENNIS R BARNES
MORRISTOWN SOLID WASTE
3849 SUBLETT RD
MORRISTOWN TN 37813-3734

4939
N212

4798494100200792 0005900 0118564

DENNIS R BARNES		4798-4941-0020-0792			
Statement Date	02/24/24	Credit Limit	\$5,000.00	Cash Advance Balance	\$0.00
Payment Due Date	03/20/24	Available Credit	\$3,814.00	Amount Due	\$59.00
New Balance	\$1,185.64				

Post Date	Tran Date	Transaction Description	Amount
01-26	01-25	RTK MOBILE HTTPSRTKMOBIL UT	\$25.00
02-05	02-05	PAYMENT - THANK YOU MEMPHIS TN	-\$1,103.07 PY
02-15	02-14	TN PRESS SV 865-584-5761 TN	\$182.40
02-15	02-14	AMZN Mktp US*RB00087M1 Amzn.com/bill WA	\$29.15
02-16	02-15	AMZN Mktp US*R15H59940 Amzn.com/bill WA	\$40.16
02-21	02-20	USPS PO 4759880813 MORRISTOWN TN	\$5.08
02-21	02-20	AMZN Mktp US*RI9O83HK1 Amzn.com/bill WA	\$463.85
02-22	02-21	AMZN Mktp US*RW84W0950 Amzn.com/bill WA	\$440.00

Stephanie Clonce

From: Joe Sargent <joe@pdsconsulting.com>
Sent: Friday, February 23, 2024 4:56 PM
To: Stephanie Clonce; thorne59@yahoo.com
Subject: Hamblen County Managed Services Agreement Documents
Attachments: Hamblen Solid Waste PDS Managed Services Agreement 2024.pdf; Hamblen Solid Waste Master Terms & Services Agreement 2024.pdf

Importance: High

Good Afternoon,

Attached are the agreements for presentation to the board. There is a slight increase in cost for the Security Awareness Training. We just were notified of a cost increase on this product in late January. The cost increase is a total of \$7 across all users per month. The agreement is presented as gross cost proposal for all equipment as it exists as of February billing. Your monthly invoices will continue to itemize the monthly counts and costs. Counts will be modified based on increases or decreases on a monthly basis.

We would prefer that Dennis sign these online once the board approves. If someone else needs to sign, then I can modify the documents.

These agreements contain all the language that was presented in highlighted documents last week. The highlight and marked out content has been removed from these documents. The only change to these attached documents is that I modified the TN Open Records section as noted below. This further waters down PDS's restrictions on this agreement to make it more beneficial for the Board; however, we are still maintaining confidentiality with our relationship between the staff and Board in all other respects, outside of open records requests.

a. Tennessee Open Records Act Exceptions. PDS provides this agreement with the intent that all parties will maintain confidentiality regarding all aspects of the relationship as stated in this section. However, entities obligated to abide by Tennessee Open Records Acts must abide by this law. Release of information that is reasonable and specifically stated under the Tennessee Open Records Act and/or where precedent has been set in relevant court opinion(s) is authorized. Additionally, any release of information pertaining to this agreement, related to the Tennessee Open Records Act, shall include notification to PDS. The advanced notification to PDS shall be a reasonable timeframe to protect PDS's interest and desire to seek legal advice and/or petition for judicial review.

Thank you. Let me know if you have any questions or changes.

-Joe

Joe Sargent | PDS



Sales and COO
T: 423.318.0888
joe@pdsconsulting.com
www.pdsconsulting.com

Providing Technology Solutions
1924 Morningside Drive, Morristown, TN 37814
Provide A PDS Google Review [Here](#)



Providing Technology Solutions

**Managed Services Agreement Prepared For:
Hamblen County Solid Waste
February 23, 2024**

This document is confidential and the proprietary property of PDS LLC. It shall not be disclosed or duplicated, in whole or in part, without the express prior written consent of PDS.



Managed Services Agreement Hamblen County Solid Waste

Your Managed Services Plan

MONITOR Managed Services – Provides Monitoring Systems and Proactive Services			
REMOTE Managed Services – Remote Support			✓
COMPLETE Managed Services – Onsite and Remote Complete Support			
MANAGED SERVICES	MONITOR 8x5⁴	REMOTE 8x5	COMPLETE 8x5
Workstation & 24/7 Server Monitoring*	✓	✓	✓
Workstation & Server Monitoring, Maintenance, & Patching*	✓	✓	✓
Endpoint Protection/AV w/ 24/7 SOC Monitoring & Response*. ⁴	✓	✓	✓
Security Threat Detection & Remediation Initial Response*. ⁴	✓	✓	✓
Access Control Management for User Software Installs*. ⁴	✓	✓	✓
Unlimited Automated Support	✓	✓	✓
8x5 Workstation and Server Support*. ⁴		✓	✓
Physical & Virtual Server Management w/ 24/7 Monitoring*. ⁴		✓	✓
Network, Internet, & VPN Management & Support*. ⁴		✓	✓
Remote Office Support*. ⁴		✓	✓
Security Threat Detection & Remediation*. ^{1,4}		✓	✓
Support for Subscription Services (Email Security, DNS Protection, etc.)*. ⁴		✓	✓
Printer Management Support (non-leased)*. ^{3,4}		✓	✓
Microsoft Office 365 Support w/ MFA Management*. ^{2,4}		✓	✓
OneDrive File Sync & SharePoint Support*. ^{2,4}		✓	✓
Work at Home/Remote Users Support (Limited)*. ⁴		✓	✓
Remote Response 8x5 is Provided*.^{4,5} (Onsite Hourly Rates)		✓	
Remote & Onsite 8x5 Response is Provided*.^{4,5}			✓
Remote & Onsite Response is Billed at Hourly Rates*.^{4,5}	✓		
* Services and support restricted to covered systems ¹ Restricted to first hour ² Requires PDS M365 agreement ³ Leased equipment requires vendor support and is billable at published rates ⁴ 8x5 support is Monday – Friday during published normal business hours; After-hours and Holiday support billable at published rates ⁵ New systems, projects, software implementations etc. are not covered for initial implementation			

PDS provides comprehensive hardware sales support for all your IT needs. This includes desktops, servers, firewalls, network switches, printers, and any other equipment that you may need for your environment.



Managed Services Agreement Terms Hamblen County Solid Waste

By signing this Agreement, PDS and Client hereto agree to all terms and conditions contained herein and represent that each party is authorized to make such decisions for their respective organizations. The parties acknowledge that this is a legally binding Agreement, that they have each accepted this Agreement of their own free will, and that their signature is not the result of coercion or duress. The parties further acknowledge that prior to signing this Agreement, each party has sought and received, or had the opportunity to seek and receive independent legal advice.

Joe Sargent

PDS Representative Name (Print)

PDS Representative Signature

Date

Dennis Barnes

Client Representative Name (Print)

Client Representative Signature

Date

By signing below, Client agrees that they have been notified of the importance, benefits, and risks of cyber-security insurance. Client understands that PDS highly recommends that Client obtain cyber-security insurance. Client further understands that by failing to obtain cyber-security insurance, Client waives any associated liability and Client alone is fully responsible in the event of a cyber-security breach.

Dennis Barnes

Client Representative Name (Print)

Client Representative Signature

Date

This Managed Services Agreement (hereinafter referred to as "Agreement"), executed on March 1, 2024, is made between Hamblen County Solid Waste (hereinafter referred to as "Client"), with its registered office located at 3849 Sublett Rd, Morristown, TN 37813 and PDS LLC (hereinafter referred to as "PDS"), a Tennessee limited liability company, having its principal office at 1924 Morningside Drive, Morristown, TN 37814. The parties desire that this Agreement outline the terms and conditions between them relating to the services and products provided by PDS to Client. The parties agree as follows.

- BEGIN DATE.** Services begin on the install date and are prorated until the end of the first initial month. This agreement is for one (1) year plus the prorated initial first month.
- END DATE.** Services will continue until February 28, 2025 and are automatically renewed unless Client provides notice in accordance with this agreement.



Managed Services Agreement Terms

3. TERM OF AGREEMENT. This Agreement and the Master Terms & Services Agreement collectively form the "Agreement" for purposes of this Agreement. This Agreement is effective on the date signed and **shall remain in force for the term stated**. The Agreement automatically renews, unless Client provides sixty (60) days prior written notice of their intent not to renew.

4. PURPOSE. The purpose of this Agreement stems from Client's desire to retain PDS, who is in the business of providing customized managed service solutions for its clients, to implement and provide such customized managed service solutions, along with any equipment and services required in association therewith.

5. DEFINITIONS.

- a. **8x5** – PDS' published normal business hours. Normal published business hours are subject to change.
- b. **Afterhours** – Hours outside of PDS' normal published business hours. Holidays are afterhours.
- c. **Authorized Users** – Employees or representatives approved by Client.
- d. **Holidays** – Any day that PDS designates as a company holiday. Holidays are subject to change based on designated company holiday schedules.
- e. **Multifactor Authentication** – "MFA" is a security technology that requires multiple authentication methods from independent categories of credentials to verify a user's identity for a login or other transaction.
- f. **Timely Manner** – Within seven (7) business days of the service performance date.

6. MANAGED SERVICES. Subject to the terms of this Agreement, PDS shall provide the services, equipment, software, and other managed services as set forth above. The following are additional terms, conditions, and restrictions that Client accepts hereunder.

- a. **General Requirements.** PDS and Client shall provide each other with the name and contact information for the designated administrator(s) who shall be available to discuss issues or questions related to the managed services. The Client will also provide emergency contact information to PDS.
- b. **Conditions.** Client acknowledges that PDS' obligations are expressly conditioned upon Client:
 - i. Providing adequate access, where applicable, to all facilities, knowledgeable personnel, background information, content, computer systems, software, technical matter, passwords, and data required for PDS to provide the managed services. If access to facilities is denied, Client understands that PDS may be unable to perform their duties adequately. In such event, Client agrees to hold PDS harmless for any loss of data, property, equipment, profits, or breach of this Agreement.
 - ii. Completing all tasks Client has agreed to perform in a timely manner, and
 - iii. Rendering timely assistance to PDS as reasonably requested to facilitate performance of the managed services.
 - iv. Client providing PDS with contact information for one or more contacts for after-hours emergency situations.
- c. **Restrictions.** The rights granted to Client by this Agreement are subject to the following restrictions:
 - i. Client's use of managed services shall be limited to authorized users only,
 - ii. Client shall always keep all parts of the managed services in its sole possession or the sole possession of an authorized user,
 - iii. Any service(s) provided by PDS in this Agreement must be managed by PDS. PDS is not responsible for any service(s) that PDS cannot manage directly or becomes unable to manage directly due to Client or a third-party's interference.
 - iv. Client shall keep and maintain the equipment and software free and clear of all liens, charges, and encumbrances,
 - v. Client shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose, or otherwise commercially exploit or make any part of the managed services or its documentation available to any third-party other than an authorized user,



Managed Services Agreement Terms

- vi. Client shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the managed services or its documentation,
- vii. Except as expressly stated herein, no part of the managed services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any medium, and
- viii. Client agrees that PDS shall own all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the managed services, as well as any suggestions, enhancement requests, feedback, recommendations, or other information provided by Client or any of Client's users relating to the managed services.

7. SERVICES PROVIDED. The services provided under this Agreement are as stated above and are limited to those services unless Client later adds additional services. Any additional services are governed by this Agreement.

8. TERMS UNIQUE TO THIS AGREEMENT. Above, in the Agreement Terms and Pricing Section are terms that Client and PDS, through fair negotiation, specifically and expressly requested be included in this Agreement. These terms are unique to this Agreement. They supersede any conflicting language contained within this Agreement, unless otherwise stated above in the same section.

9. EXCLUSIONS AND ADDITIONAL SERVICES.

- a. Additional services excluded from this Agreement include backup services, new implementations of services and hardware, and replacement of existing equipment. Further, any equipment reallocation, termination, or surplus, is not covered by this Agreement, as well as any other new or reconfigured services or equipment.
- b. User based subscription services, including Microsoft 365 subscription services are additional.
- c. Any services not explicitly stated above are additional and billable at published rates.

10. RESPONSE AND RESOLUTION.

a. **Contact Methods.** PDS provides 24/7 service to Client. However, only 8x5 support is included in the pricing for this Agreement. Afterhours support is billed at additional published rates unless this Agreement states otherwise.

i. **Normal Business Hours.** Should any problems arise during published normal business hours, Client can call our help desk at (423) 318-0888 for assistance or submit an IT Ticket, through the portal or by emailing help@pdsconsulting.com.

ii. **Afterhours Emergency.** If an emergency arises afterhours, Client should call our help desk at (423) 318-0888, select the emergency hours prompt, and leave a detailed message about the issue and a good return phone number. A PDS team member will respond as soon as possible. **Additional rates may apply.**

iii. **Afterhours Non-Emergency.** If a non-emergency occurs afterhours, Client should email help@pdsconsulting.com (preferred contact method), or call (423) 318-0888 and select the non-emergency option. Non-emergency issues are reviewed the next business day.

b. **Response Time.** PDS makes the best possible effort to respond as quickly as possible. However, response times depend on priority, which is based on each client's individual needs.

11. MINIMUM STANDARDS. For the purposes of this Agreement, the minimum standard terms mirror those stated in the Master Terms & Services Agreement. In addition to those terms, Client shall also maintain the minimum requirements as follows.

a. **Hardware Requirements.**

i. **Computers.** Client shall only utilize desktops and laptops less than five (5) years old, in good functioning condition.

b. **Backup Services.** If Client requires backup services, they shall maintain a separate comprehensive backup services agreement with PDS.

12. COVERAGE HOURS. Hours of coverage may be limited based on the coverage stated in Section 7.



Managed Services Agreement Terms

13. EQUIPMENT. This Agreement includes no equipment owned or provided by PDS.

a. Client Equipment. Client retains title and ownership in all of Client's owned equipment utilized by PDS.

b. Warranty. Client agrees to maintain equipment warranties, extended warranties, and serviceability on all equipment, except for desktop, laptop, and printer warranties beyond the initial warranty. The equipment or warranty vendor, not PDS, provides hardware warranties. All vendor warranties are provided at the vendor's discretion. PDS has no control over these warranties or the vendor's performance in fulfilling any warranty obligations. PDS reserves the right to refuse to support equipment with an expired or lacking warranty.

c. Right to Refuse or End Support. PDS reserves the right to refuse or end support for noncompliant equipment and equipment unreasonably beyond repair.

14. FEES AND PAYMENT.

a. Managed Services Fees. In consideration of PDS providing managed services, Client shall pay PDS, the above stated monthly fees and reimburse PDS for those certain expenses set forth above, or as otherwise described in this Agreement.

b. Invoicing. Client will be invoiced on the first of every month. The only exception is for the term following the install date in which PDS will invoice Client from the install date to the last day of the month.

c. Adjustments. Adjustments for additional licenses, services, and equipment will be applied in a prorated manner on the next billing cycle throughout the Agreement. Monthly fees are subject to change, based on client additions throughout the agreement period. Any additional services shall be purchased under the terms of this Agreement. At PDS' discretion, a new agreement may be initiated.

d. Annual Fee Increase. Fees are subject to an increase of up to 9.5% per year.

15. REMOTE ACCESS.

a. PDS Remote Access. Client approves installation of PDS' agent for remote access to access the necessary server(s) and computer(s). This agent will provide remote access, remote monitoring, end point protection, and other services.

b. Client Remote Access. If Client must transition to home or alternative networks, PDS will make all best efforts to make connections and serviceability. However, home and alternative networks may not have adequate internet connectivity or equipment to work effectively. PDS is not responsible for inadequacies in those home or alternative networks, or to secure those connections. Home equipment may not be as secure and may not have PDS' software and security features. PDS is not responsible for the security of the home or alternative networks. Work on a home or alternative network, unless otherwise included above, is outside the scope of this Agreement and PDS may charge its then hourly rate for work on these networks. PDS will charge for additional software installed at home or alternative networks as needed.

16. SECURITY. PDS provides services and applications that help to protect Client's systems, networks, and data. However, security is ultimately Client and its employee's responsibility. At the end of the day, PDS' services and applications can only do so much and do not protect against wrongful or irresponsible use. In such event, Client agrees to hold PDS harmless for any security breach whatsoever, arising from all wrongful or irresponsible use of Client's systems, networks, and data.

17. CLIENT AND THIRD-PARTIES. Client shall not bring in or allow any donor or third-party, whatsoever, to perform any work that interferes with the network(s), server(s), or managed services in any way.

18. OWNERSHIP OF DATA. All data or information owned by Client remains Client's sole property. All data or information owned by PDS remains PDS' sole property. Any data or information shared between parties shall remain confidential and shall not be shared with any third-party.

19. WARRANTIES. PDS warrants that it will perform the work in accordance with industry standards and reasonable customary practices prevailing at the time. Nothing in this Section is meant to imply that PDS warrants equipment beyond the manufacturer's warranty, unless explicitly stated in writing.

20. TERMINATION. For the purposes of this Agreement, the termination terms mirror those stated in the Master Terms & Services Agreement, unless otherwise explicitly agreed in writing.



Managed Services Agreement Terms

21. SURVIVAL. All provisions within this Agreement are intended to survive and continue upon termination, cancellation, or expiration of this Agreement.

22. CONFLICTS BETWEEN AGREEMENTS. This Agreement and the Master Terms & Services Agreement collectively form the "Agreement" for purposes of this Agreement. This Agreement is to be read in conjunction with the then current Master Terms & Services Agreement located at <https://pdsconsulting.com/terms/pdsterms.pdf>. Both agreements are binding on Client with respect to Client's use of or access to the offerings set forth herein. Any conflict or inconsistency between this Agreement and the Master Terms & Services Agreement shall be resolved in favor of this Agreement, and the terms of this agreement shall control in that event.

23. CONFIDENTIALITY. THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE STRICTLY CONFIDENTIAL INFORMATION. CLIENT AGREES TO KEEP THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING ANY PAYMENTS MADE HEREUNDER, STRICTLY CONFIDENTIAL. CLIENT FURTHER AGREES NOT TO DISCLOSE ANY TERMS OR CONDITIONS IN ANY MANNER WHATSOEVER. If client discloses any subject matter, in any way, contained within this Agreement, such action will constitute a breach of this Agreement and PDS will be entitled to legal remedies including injunctive relief, damages, and reasonable attorney fees. The arbitration clause contained herein shall not apply in the event of a breach of confidentiality.

a. Tennessee Open Records Act Exceptions. PDS provides this agreement with the intent that all parties will maintain confidentiality regarding all aspects of the relationship as stated in this section. However, entities obligated to abide by Tennessee Open Records Acts must abide by this law. Release of information that is reasonable and specifically stated under the Tennessee Open Records Act and/or where precedent has been set in relevant court opinion(s) is authorized. Additionally, any release of information pertaining to this agreement, related to the Tennessee Open Records Act, shall include notification to PDS. The advanced notification to PDS shall be a reasonable timeframe to protect PDS's interest and desire to seek legal advice and/or petition for judicial review.

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Master Terms & Services Agreement

This Master Terms & Services Agreement (hereinafter referred to as "Agreement"), executed on 03 / 01 / 2024, is made between Hamblen County Solid Waste (hereinafter referred to as "Client"), with its registered office located at 3849 Sublett Rd, Morristown, TN 37813

and PDS LLC (hereinafter referred to as "PDS"), a Tennessee limited liability company, having its principal office at 1924 Morningside Drive, Morristown, TN 37814. The parties desire that this Agreement outline the terms and conditions between them relating to the services and products provided by PDS to Client. The parties agree as follows.

1. PARTIES BOUND. This Agreement shall be binding on and inure to the benefit of the parties hereto and each of their respective successors and assigns. If Client or its company merges, consolidates, divests, restructures, reorganizes, dissolves, or otherwise sells or transfers some or all of its assets or stock, this agreement remains enforceable against Client or Client's successor or assign in accordance with its terms and conditions. However, PDS in such event may elect to terminate this Agreement, for any reason, on thirty (30) days' notice.

2. TERM OF AGREEMENT. This Agreement is effective on the date signed and shall remain in force for the term stated in the corresponding agreement.

3. GOVERNING LAW. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Tennessee.

4. REFERENCE TO AGREEMENT. Use of the words "herein," "hereof," "hereto," and the like in this Agreement shall be construed as references to this Agreement as a whole and not to any particular article, section, or provision of this Agreement, unless otherwise stated.

5. DEFINITIONS.

a. Confidential Information – Any of PDS' information that Client may access or be exposed to, including trade secrets, defined below, that is not public knowledge and is made available only through contact with PDS. This may include but is not limited to standard operating procedures, business methods, technical know-how, technical information, design blueprints, specialized tools, strategies including marketing strategies, product specifications, test results, costs and pricing, training information and materials, software, vendors, and examples of confidential information.

b. Timely Manner – Within seven (7) business days of the service performance date.

c. Trade Secret – Intellectual property that has economic value precisely because this information isn't public knowledge. Trade secrets can include everything from formulas, recipes, and processes to practices, designs, and instruments.

6. REPRESENTATIONS.

a. PDS hereby represents to Client that:

i. PDS is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Tennessee, with full power and authority to execute and deliver this Agreement and perform its obligations hereunder.

ii. The execution, delivery and performance of this Agreement are duly authorized by all necessary PDS limited liability company representatives and this Agreement constitutes a valid and binding obligation for PDS, enforceable against PDS in accordance with its terms and conditions, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect affecting enforcement of creditors' rights.

iii. The consent of no other entity or person is required for PDS to fully perform its obligations herein.

iv. There is no pending, or to PDS' actual knowledge, threatened litigation against PDS which may affect the legality, validity, or enforceability of this Agreement, any of the services contemplated herein, or PDS' ability to fully perform its stated obligations or services.



Master Terms & Services Agreement

- b. Client hereby represents the following to PDS:
 - i. The designated client representative entering this Agreement is fully authorized with all necessary power and authority to execute and deliver this Agreement and perform its obligations hereunder.
 - ii. Client's execution, delivery, and performance of this Agreement have been duly authorized by any necessary action on Client's part, and this Agreement constitutes a valid and binding obligation for Client, enforceable against Client in accordance with its terms and conditions, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, or other similar laws now or hereafter in effect affecting enforcement of creditors' rights.
 - iii. The consent of no other entity or person is required for Client to fully perform its obligations herein.
 - iv. There is no pending, or to Client's actual knowledge, threatened litigation against Client which may affect the legality, validity, or enforceability of this Agreement, any of the services contemplated herein, or Client's ability to fully perform its obligations.

7. MANAGEMENT. Client agrees to:

- a. Make all management decisions and perform any management functions.
- b. Designate an administrator(s) to oversee the services performed by PDS and communicate the name and contact details of such administrator(s) to PDS.
- c. Evaluate the sufficiency and acceptability of services performed by PDS and communicate concerns, if any, with PDS management directly, in a timely manner.
- d. Be responsible for establishing, maintaining, and monitoring internal controls surrounding any areas addressed by PDS. Should any breach of security or damage to equipment occur due to Client's lack of management over internal controls of areas addressed by PDS, Client agrees to hold PDS harmless for any harm occurring from such breach or damage.

8. MINIMUM STANDARDS. Client agrees to maintain the minimum standards required to deliver services, which may include requirements for operating systems, applications and their versions, patches, updates, equipment, and hardware states, among others. Failure to maintain the minimum standards creates an unnecessary security risk for Client and PDS. Clients that are out of compliance with these standards will incur additional fees. PDS reserves the right to cancel this Agreement with thirty (30) days' notice if Client fails to maintain the minimum standards. Client agrees to hold PDS harmless for any loss of data, property, equipment, profits, or breach of this Agreement resulting from Client's failure to maintain the minimum standards. The minimum requirements for this Agreement are as follows.

a. Hardware Requirements.

- i. **Servers.** Client must replace each server within six (6) years after the manufacture date. Client must also maintain server warranties. If Client does not renew the server warranty and it expires, PDS is relieved of this Agreement and its corresponding support expectations of such systems.
- ii. **Operating Systems.** This agreement only covers vendor supported operating systems. While unsupported vendor operating systems may be backed up, PDS is not liable for operating system failure or any other issues within the backup process or with any other PDS services arising from an unsupported operating system. This includes but is not limited to missing or corrupted data and upload/download errors.
- iii. **Network.** Client shall only utilize equipment approved by PDS, unless PDS otherwise agrees. Client shall maintain all network equipment warranties and licenses. Client shall also regularly replace network equipment every five (5) years. Service failures and interruptions can occur when equipment is not regularly replaced or when no longer supported by its manufacturer. PDS is not responsible for any equipment, or the failure of any services on equipment that Client fails to regularly replace or that is no longer supported by its manufacturer. Further, Client must always maintain a minimum network speed of 1000 Mbps.



Master Terms & Services Agreement

iv. Bandwidth. Client must have a minimum upload bandwidth of 10 Mbps to ensure timely off-site data synchronization, among other services. PDS recommends a minimum upload speed of 50 Mbps to ensure proper and adequate cloud uploads. PDS is not responsible for upload or other service failures due to inadequate internet service or internal network equipment.

b. Insurance Requirements. Cyber-security insurance is highly recommended. Client is solely responsible for finding, securing, and paying for any cyber-security insurance policy. PDS does not provide cyber-security insurance. If Client fails to carry cyber-security insurance, PDS is not liable, and Client agrees to hold PDS harmless for any cyber-security breach, and resulting harm, including but not limited to any business interruption, loss of equipment, systems, or data, costs associated with recovering compromised data or repairing damaged systems, program failures, loss of profits, business, and reputation, litigation expenses, fines, cyber extortion, forensic investigations, or any harm, whatsoever, arising from a cyber security breach.

c. Multifactor Authentication (MFA). Client shall implement MFA to all Microsoft 365 products and other systems and solutions, where available and deemed necessary by PDS. PDS recommends utilizing its advanced MFA services for best protection across all compatible services and applications.

d. Security and Service Solutions. Client agrees to maintain the minimum solutions provided in this Agreement.

9. SERVICES. The services provided throughout the term of and covered by this Agreement shall be those deemed necessary by PDS to implement projects, tasks, or processes requested by Client and as accepted by PDS, in writing. Provided, that Client may make oral requests for support and is responsible for payment of such support, according to the payment terms set forth herein, even if no written request for services was made. Actual performance of services by PDS and delivery of software or equipment contemplated by this Agreement shall commence on execution of this Agreement unless parties mutually agreed otherwise in writing. Client understands and acknowledges that all given dates for performance of services are estimates and based on PDS' prompt receipt of all necessary information and assistance from Client. **PDS SHALL NOT BE RESPONSIBLE FOR FAILURE TO PROVIDE SERVICES IF CLIENT'S NETWORK RESOURCES INTERFERE WITH THE SERVICES, CLIENT MAKES ANY NETWORK, HARDWARE, OR OTHER SYSTEM CHANGES NOT COMMUNICATED TO PDS, CLIENT'S INTERNET CONNECTIVITY IS LOST FOR ANY REASON, OR CLIENT ACTS CONTRARY TO OR FAILS TO ACT IN ACCORDANCE WITH PDS' OR OTHER IT RECCOMENDATIONS.** In the event that estimated dates for performance are not actual dates of performance, Client agrees to hold PDS harmless, especially if due to Client delay.

10. RATES. Rates for services provided by PDS shall be the hourly rates as stated in the relevant quote or agreement. Services shall be billed in quarter-hour increments. Rates are subject to change. Products and subscriptions provided under these services shall be invoiced for the quantity and rate as stated in the relevant quote or agreement. Changes in quantity are governed by the relevant quote or agreement, except where other or secondary agreements are required, or if stated otherwise. Rates for services, products, and subscriptions are subject to change. PDS is not required to provide notice before implementing rate changes.

11. EXPENSES. Client shall reimburse PDS for documented expenses, reasonably incurred by PDS in the rendition of services under this Agreement. Such expenses may include airfare, lodging costs, mileage, meal per diems, Microsoft incident support, etc. Reimbursement will be due within ten (10) business days after Client's receipt of each invoice, unless otherwise mutually agreed in writing.

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12. FEES AND PAYMENT. Services and products provided to Client by PDS hereunder will be invoiced, at PDS' option, either on delivery, or at regular intervals. The interval shall be no more frequent than weekly. If Client is invoiced annually, full payment for any additional services is expected at the time of purchase. Some products and services require a 100% deposit. Payment of any deposit is due on execution of this Agreement unless parties mutually agreed otherwise in writing. Payment is due on receipt of invoice, unless otherwise mutually agreed in writing. Payment shall be made in USD, by check, credit card, or ACH. Past due balances may accrue finance charges at the rate stated in the relevant quote or agreement and will be reflected on Client's monthly statement. PDS reserves the right to delay or suspend provision of products or services to past due clients. Client purchase orders are accepted for purposes of this Section and binding only when evidenced by a writing from PDS clearly accepting such purchase order.

13. INDEPENDENT CONTRACTOR. The relationship between the parties is that of an independent contractor for all purposes, and the parties acknowledge and agree that neither shall be involved in the management or operations of the other. Neither shall have the power or authority to control the activities of the other. Nothing contained herein shall be construed as evidencing a partnership or any other fiduciary relationship between the parties. Because of PDS' status as independent contractor, no federal, state, or local income, unemployment, FICA, or payroll tax of any kind will be withheld or paid by Client on PDS' behalf. PDS shall be responsible for obtaining any applicable workers' compensation insurance on behalf of its own employees.

14. TAXES. Sales tax is charged as required by law. Client shall be solely responsible for any applicable taxes or similar charges arising out of this Agreement, including all applicable Federal, State, or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges, brokerage fees, or permits associated with the provision of products and services to Client. If Client is tax exempt, it is Client's responsibility to provide adequate documentation. Without adequate documentation, Client will be billed sales tax. PDS will refund sales tax for up to sixty (60) days. If documentation is not presented before sixty (60) days, Client will be billed sales tax. If Client fails to pay any tax, Client agrees to pay all reasonably incurred costs of collection, including attorney's fees, pre and post judgment, at an interest at the rate of 1.5% per month or the maximum rate permitted by applicable law if less, and all other additional costs of collection whatsoever.

15. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement to the extent that such failure or delay is due to circumstances beyond its reasonable control. This includes, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, power failure, vendor services failures, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third-parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, inability to obtain labor, materials, equipment, transportation, illness of PDS' staff, or any other failure, interruption, or error not directly caused, or reasonably anticipated, by PDS (collectively referred to herein as "Force Majeure"). Each party shall use reasonable efforts to minimize the duration and consequences of any failure or delay in performance resulting from a Force Majeure event. In the event of a Force Majeure, PDS is not required to have technicians work during periods or at places where their safety or health could be in jeopardy, and in any event will not require technicians to go onsite. If Client's work is substantially changed due to a Force Majeure event, PDS will evaluate the need for change to Client's IT services. Recognizing that there are ongoing expenses for PDS to maintain backups, remote monitoring, vendor support software/licensing, and availability of technicians to service ongoing needs, PDS will review Client's need for fee changes as well, if any.

16. DISCLAIMER OF WARRANTY. PDS makes, and Client receives no warranties. **PDS HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER STAUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CONTINUOUS USE, DESIGN, COMPLIANCE WITH APPLICABLE LAW, PERFORMANCE, OR ERROR-FREE OPERATION** with respect to any products, including any



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hardware or software provided by PDS to Client, or any services rendered to or for Client, pursuant to this Agreement or otherwise.

17. LIMITATION OF LIABILITY. PDS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNATIVE DAMAGES OR LOST PROFITS, LOST SAVINGS, VALUE, OR SALES, arising from lost or corrupted data or software, loss of system(s) or network(s), use or recovery of any such data, system(s), or network(s), any failure of any product provided or sold by PDS, or loss of business opportunity, goodwill, or reputation, whatsoever, whether in an action for contract, negligence, or other tortious action, arising from or related to this Agreement, even if PDS has been advised and made aware of its possibility. Notwithstanding anything to the contrary set forth in this Agreement, PDS' total liability to Client for all claims arising from this Agreement shall not exceed the total amount Client paid to PDS hereunder or in connection herewith. These limitations and exclusions apply to the maximum extent permitted by law, even if the remedy does not fully compensate Client, fails of its essential purpose, or PDS knew or should have known of the possibility of the damages. If applicable law prohibits any limitation on liability herein, parties agree that such limitation shall be automatically modified, but only to the extent required to make the limitation compliant with applicable law.

18. THIRD-PARTY VENDORS. PDS' provision or transfer of any computer software to Client in connection with this Agreement shall be on a non-exclusive license basis and in accordance with the provisions of the third-party vendor's license agreement, not with PDS. If any defects in third-party vendor software provided to PDS exist which delay or in any way affect PDS' ability to provide services pursuant hereto, or otherwise causes any detrimental consequence, **CLIENT ACKNOWLEDGES AND AGREES THAT ANY REMEDY IT MAY HAVE SHALL BE SOLELY AGAINST THE THIRD-PARTY SOFTWARE VENDOR AND NOT PDS, EXCEPT FOR GROSS NEGLIGENCE ONLY ON PDS' BEHALF.** PDS will reasonably assist Client in resolving manufacturer defects and any services rendered in providing such assistance are billable pursuant to the terms hereof.

19. DISPUTE RESOLUTION AND BINDING ARBITRATION. Section Removed

20. TERMINATION.

Client may terminate the Agreement up to sixty (60) days after origination date. If terminated within 60 days the Client is responsible for payment of services up to the actual termination of the services by PDS. If Client terminates the agreement after sixty (60) days the Client agrees to pay the remaining balance of the Agreement. On termination, all outstanding balances and charges for hardware or software (including work-in-process) ordered for or delivered to Client shall be due and all charges for services rendered to Client shall be due and payable. PDS may terminate this Agreement for any reason with sixty (60) days' notice.

a. Termination Services Offboarding. PDS will assist Client, in a good faith effort, in the orderly termination of services, including timely transfer of the services to another designated provider. ***This service will be at additional cost.*** Client hereby agrees to pay PDS the actual costs of rendering such assistance, due on invoice. This includes removing or transferring services, providing documentation, and other requests made by Client, their designee, or the new IT service organization. Client will not incur offboarding costs if PDS terminates the agreement and services

b. Returning Equipment. All equipment belonging to PDS must be forfeited to PDS on the termination date. Equipment not returned will incur a per day rental fee, determined by the equipment not returned.

21. SURVIVAL. All provisions of this Agreement shall survive and continue on termination, cancellation, or expiration of this Agreement.

22. NOTICES. All notices, requests, and demands required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received when sent by United States Mail, postage prepaid or by nationally recognized overnight carrier, addressed to the party set forth above. Either party may alter the address to which communications or copies are sent by giving notice. Notice of address change shall be effective only on receipt of such address change in conformity with the provisions of this Section for giving notice, i.e., notice of address change shall be effective only on receipt.



Master Terms & Services Agreement

23. CONFIDENTIALITY. Each party recognizes that throughout performance of this Agreement, they may obtain confidential information from the other. The party obtaining such information shall always, both during the term of this Agreement and thereafter, keep all such confidential information in strictest confidence and trust. Confidential information does not include any information that is accessible from sources other than the providing party, like through the public domain or that becomes public information at any time in the future, as long as access through the alternate source is not of the accessing party's own making. If either party violates the terms of this Section, the other party shall be entitled to obtain injunctive relief to enforce this provision, it being agreed that damages alone will not constitute adequate remedy.

a. Return of Confidential Information. Each party agrees to return to the other any written, printed, or other materials embodying such confidential information given to or acquired by such party in connection with this Agreement.

b. Confidentiality Exceptions. The provisions of this Section shall not prevent any party obtaining confidential information from disclosing the same in connection with any legal process, including by subpoena. Further, PDS may have to share confidential information, including but not limited to, any collected passwords or documents with third-parties to fully perform under the terms of this Agreement. By signing this Agreement, Client authorizes PDS to take such action and waives the right to obtain permission or notification of the same.

c. Tennessee Open Records Act Exceptions. PDS provides this agreement with the intent that all parties will maintain confidentiality regarding all aspects of the relationship as stated in this section. However, entities obligated to abide by Tennessee Open Records Acts must abide by this law. Release of information that is reasonable and specifically stated under the Tennessee Open Records Act and/or where precedent has been set in relevant court opinion(s) is authorized. Additionally, any release of information pertaining to this agreement, related to the Tennessee Open Records Act, shall include notification to PDS. The advanced notification to PDS shall be a reasonable timeframe to protect PDS's interest and desire to seek legal advice and/or petition for judicial review.

24. RIGHTS IN WORK PRODUCT. PDS agrees that all work product it produces within the scope of its engagement shall be considered "works made for hire" under Federal Copyright Law. PDS hereby assigns, sells, transfers, grants, and conveys all right, title, and interest in such work product to Client. During this Agreement, PDS may further develop its knowledge, skills, and experience. Nothing in this Agreement is intended to limit PDS' use of any knowledge, skills, experience, ideas, concepts, know-how, or techniques developed prior to or during this Agreement in the development, manufacturing, or marketing of products and services for itself or other clients. PDS hereby acknowledges and agrees that any proprietary property of Client provided by Client to PDS in conjunction with the services to be performed under this Agreement shall remain Client's property.

25. EMPLOYEES. Client agrees, acknowledges, and understands that PDS staff and employees have been provided with highly technical training and that PDS would suffer significant harm if Client or any of Client's affiliates were to employ any such staff member or employee during the term of this Agreement, or the two (2) years immediately thereafter. In recognition of such specialized harm, Client specifically agrees not to hire any PDS employee during the pendency, performance, or two-year (2) period after termination, expiration, or cancellation, of this Agreement.

26. ASSIGNMENT. Neither party may assign or transfer any of its rights and obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Client shall not subcontract, assign, subrogate, or transfer any interest, obligation, or right under this Agreement without prior written consent from PDS, and any such attempt shall be null and void. No permitted assignment shall relieve the assigning party of any liability hereunder unless mutually agreed in writing.

27. AMENDMENT. This Agreement may only be amended or modified by a writing signed by the parties hereto.

28. SEVERABILITY. The provisions of this Agreement are independent of and separable from each other. No provision shall be affected, rendered invalid, or unenforceable for any reason because any other provision(s) may be invalid or unenforceable in whole or part.



Master Terms & Services Agreement

29. WAIVER. No failure or delay on the part of either party to exercise any right, remedy, or power of privilege under this Agreement shall operate as a waiver thereof. Nor shall any single or partial exercise of any right, remedy, power, or privilege preclude other or further exercises of the same right, or of any other right, remedy, power, or privilege. Any waiver by a party of a provision in this Agreement must be made in writing, signed by the waiving party.

30. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties and supersedes all other representations, agreements, and understandings, both oral and written, between the parties with respect to the subject matter hereof.

31. COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed a completed document. Any signature page delivered by facsimile shall be valid and binding on the parties to the same extent as an original signature page. Any party who delivers a signature page by facsimile hereby agrees to later deliver an original counterpart to any party requesting the same.

32. REVISIONS. PDS may revise these terms at any time. PDS will be required to notify Client of any changes and will make a copy of the general Master Terms & Services Agreement, and any subsequent revisions, available for review at: <http://pdsconsulting.com/terms/pdsterms.pdf>. Client signed approved terms will apply to client at all times.

By signing this Agreement, PDS and Client hereto agree to all terms and conditions contained herein and represent that each party is authorized to make such decisions for their respective organizations. The parties acknowledge that this is a legally binding Agreement, that they have each accepted this Agreement of their own free will, and that their signature is not the result of coercion or duress. The parties further acknowledge that prior to signing this Agreement, each party has sought and received, or had the opportunity to seek and receive independent legal advice.

Joe Sargent

PDS Representative Name (Print)

PDS Representative Signature

Date

Dennis Barnes

Client Representative Name (Print)

Client Representative Signature

Date

By signing below, Client agrees that they have been notified of the importance, benefits, and risks of cyber-security insurance. Client understands that PDS highly recommends that Client obtain cyber-security insurance. Client further understands that by failing to obtain cyber-security insurance, Client waives any associated liability and Client alone is fully responsible in the event of a cyber-security breach.

Dennis Barnes

Client Representative Name (Print)

Client Representative Signature

Date



FEB 28 2024

February 24, 2024

Dennis Barnes and the Board of
Hamblen County-Morristown Solid Waste System
3849 Sublett Rd
Morristown, Tennessee 37813

Dear Mr. Barnes and Board Members,

We are in receipt of your decline of our original audit fee proposal and your counteroffer of \$13,500 per year for the 2024-2026 audits. After careful consideration we have decided that it is not in our best interest to accept your counteroffer.

The accounting industry has undergone significant changes in the past several years, including significant pay increases to retain employees and software costs have doubled over the past three years. Given these factors and the additional work now required with the addition of two separate bond issues and the forth coming investment in a new landfill, we will not be able to perform our audits for the amount proposed and officially withdraw our original proposal of \$15,000 per year.

We have valued our relationship the Landfill, but we believe that it is in your best interest to send the audit out for proposal. We will gladly propose on it but wanted to give the Board a chance to "test the waters" so to speak.

Kind regards,

A handwritten signature in blue ink, appearing to read "Curtis Morrison". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Curtis Morrison, CPA, CGMA, CCA
On behalf of Rodefer Moss & Co, PLLC

Additional Financing for Landfill Expansion March 5, 2024

Background - The initial cost estimate for the landfill expansion was \$9 million. City of Morristown (2022) and Hamblen County (2023) both issued \$4.5 million in bonds to finance the expansion. The Solid Waste System purchased 87 acres and a Class III landfill from GFL which prompted a redesign of the expansion increasing its size by 33% and extending its life from 14 years to 24 years.

The bids for the project were opened in February 2024. There were four bidders. The low bid from East Tennessee Turf and Landscape was \$15.3 million creating a need for more financing to complete the project.

Plan of Action -

The following plan of action was put together following meetings/conversations between the County Mayor and City Administration, the County Mayor and the County's financial advisor and the County Mayor and the Solid Waste Board chairman.

Hamblen County will finance the additional funds with a 20-year \$6.5 million bond issue instead of both the City and County jointly financing the project. One issuer instead of two will save issuance costs (range of \$55-\$60,000) plus save 1-3 basis points on the interest rate of the bonds, because larger issues attract more competition from investors than smaller issues.

The Solid Waste System (SWS) will reimburse the County for the interest and principal payments. The current revenue stream at the SWS subsidized by \$2 million from its debt service reserve is adequate to make the bond payments until 2028. At that time, the City and County bond issues will be refinanced and extended to 2044, thus lowering the annual debt liability. **A tipping fee increase is not needed to make the debt payments.**

Chris Bessler of Cumberland Securities tells me that the additional debt issued by the County and paid for by SWS should not impact on the County's credit rating.

The Solid Waste System is delaying signing the construction contract until the County Commission approves the financing plan. Based on the draw down schedule prepared by the contractor, the \$6.5 million bond issue will be issued this summer.

I am asking the County Commission in March to approve the resolutions necessary to issue more bonds for the landfill expansion. The passage of the resolutions will allow the SWS to approve and sign the construction contract with the low bidder and move forward with the project.

Prepared by

Bill Brittain
Hamblen County Mayor

HAMBLEN COUNTY-MORRISTOWN
Solid Waste Disposal System

Preliminary
Funding
Analysis

As of February 26, 2024



CUMBERLAND SECURITIES

SINCE 1931

Prepared By:

CUMBERLAND SECURITIES COMPANY, INC
Independent Registered Municipal Advisors
Knoxville, Tennessee
Telephone: (865) 988-2663

* May not include all outstanding notes and leases

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This presentation/report may contain "forward-looking" information. Such information may include, but not be limited to, projections, forecasts or estimates of cash flows, interest rate coupons, yields or potential debt service savings, scenario analyses and proposed or expected debt portfolio composition. Any forward-looking information is based upon certain assumptions about future events or conditions and is intended only to illustrate hypothetical results under those assumptions (not all of which are specified herein or can be ascertained at this time). It does not represent actual results that may be available to you. Actual events or conditions are unlikely to be consistent with, and may differ significantly from, those assumed.

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Risk Disclosures:

Fixed Rate Bonds		
Material Risk Consideration	Description of Risk	Potential Consequences
Issuer Default Risk	Possibility that the Issuer defaults under the authorizing documents	<ul style="list-style-type: none"> Range of available remedies may be brought against Issuer (e.g. forcing issuer to raise taxes or rates) Credit ratings negatively impacted Access to capital markets impaired Possibility of receivership or bankruptcy for certain issuers
Redemption Risk	The ability to redeem the bonds prior to maturity may be limited	<ul style="list-style-type: none"> Inability to refinance at lower interest rates
Refinancing Risk	Possibility that the bonds cannot be refinanced	<ul style="list-style-type: none"> Inability to refinance at lower interest rates
Reinvestment Risk	Possibility that the Issuer may be unable to invest unspent proceeds at or near the interest rate on the bonds	<ul style="list-style-type: none"> Negative arbitrage resulting in a higher cost of funds
Tax Compliance Risk	For tax-exempt bonds, possibility that failure to comply with tax-related covenants results in the bonds becoming taxable obligations	<ul style="list-style-type: none"> Increase in debt service costs retroactively to date of issuance Possible mandatory redemption of bonds affected Risk of IRS Audit Difficulty in refinancing the bonds Access to tax-exempt market impacted Difficulty in issuing future tax-exempt debt

Variable Rate Demand Bonds ("VRDB") / Floating Rate Notes ("FRN") / Bank Index Loan ("Index") / "Put Loan" (e.g. Fixed Rate for Five (5) Years, then Rate Resets to New Rate)		
Material Risk Consideration	Description of Risk (Type of Debt Risk Applicable to)	Potential Consequences
Interest Rate Risk	Possibility that the interest rate may increase on an interest reset date (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> Increase in debt service cost (up to maximum rate) Lower debt service coverage Lower cash reserves
Index Risk	Possibility that the method of determining the index (LIBOR or SIFMA) could change Indices may be affected by factors unrelated to FRN's/Index Loan or the tax-exempt market (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> Increase in debt service costs Lower debt service coverage Lower cash reserves Provision should be made for alternate mechanism to determine rate
Issuer Default Risk	Possibility that the Issuer defaults under the authorizing documents (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> Range of available remedies may be brought against Issuer (e.g., forcing Issuer to raise taxes or revenues) Credit ratings negatively impacted Default could impact remarketing which could cause increase in debt service costs Access to capital markets impaired
Issuer Ratings Downgrade Risk	Possibility that a downgrade of the issuer's rating(s) may result in optional tenders or an increase in fees payable to the bank providing the liquidity facility (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> Ratings change could impact remarketing which could cause an increase in debt service cost Higher liquidity facility fees resulting in higher cost of funds
Liquidity Risk	Possibility that VRDB's cannot be successfully remarketing, resulting in Bank Bonds (VRDB)	<ul style="list-style-type: none"> Increase in debt service costs due to higher bank bond rate and accelerated principle repayment May be required to refinance or term out the VRDO's Inability to refinance or possibly higher interest rates
Liquidity Provider Default Risk	Possibility that the bank providing the liquidity facility supporting the VRDO's defaults in its obligations under the liquidity facility (VRDB)	<ul style="list-style-type: none"> Issuer required to repay principal and accrued interest if Issuer is not able to refinance Increase in debt service costs
Liquidity Provider Ratings Downgrade	Possibility that a downgrade of the liquidity provider's rating(s) may result in optional tenders (VRDB)	<ul style="list-style-type: none"> Ratings change could impact remarketing which could cause an increase in debt service cost
Refinancing Risk	Possibility that the FRN, Index or Put Loan cannot be remarketed or refinanced (FRN, Index, Put Loans)	<ul style="list-style-type: none"> Hard Put: must repay principal and accrued interest or Event of Default Soft Put: higher interest rate on debt and higher debt service costs up to maximum rate Increase in debt service costs upon any refinancing Inability to refinance or possibly higher interest rates
Regulatory Risk	Possibility that prospective regulatory requirements increase cost of obtaining and maintaining the liquidity facility (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> Increase in debt service costs Higher liquidity facility fees resulting in higher cost of funds
Reinvestment Risk	Possibility that the issuer may be unable to invest unspent proceeds at or near the interest rate on the bonds (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> Negative arbitrage resulting in higher cost of funds
Remarketing Risk	Possibility that the remarketing agent does not perform its duties in a satisfactory manner or may resign or cease its remarketing efforts (VRDB)	<ul style="list-style-type: none"> Higher interest rates Difficulty remarketing the VRDO's May require appointment of a successor remarketing agent
Renewal Risk	Possibility that the facility or loan will not be extended for a successive commitment period or not be replaced at a reasonable cost (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> Issuer required to repay principal and accrued interest on tender date if issuer is not able to refinance Increase in debt service costs
Tax Compliance Risk	For tax exempt bonds, possibility that failure to comply with tax related covenants result in the bonds becoming taxable obligations (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> Increase in debt service costs retroactively to date of issuance Possible mandatory redemption of bonds affected Risk of IRS audit Difficulty in refinancing the bonds Access to tax exempt market impacted Difficulty in issuing future tax-exempt debt

Hamblen County, Tennessee

Preliminary Funding Analysis

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DEBT SERVICE

City of Morristown, Tennessee
\$4,500,000 General Obligation Bonds, Series 2022 (Landfill - City Portion)
City Loan to Solid Waste System

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/01/2024			90,675.00	90,675.00	
06/01/2025	250,000.00	5.000%	90,675.00	340,675.00	431,350.00
12/01/2025			84,425.00	84,425.00	
06/01/2026	260,000.00	5.000%	84,425.00	344,425.00	428,850.00
12/01/2026			77,925.00	77,925.00	
06/01/2027	275,000.00	5.000%	77,925.00	352,925.00	430,850.00
12/01/2027			71,050.00	71,050.00	
06/01/2028	290,000.00	5.000%	71,050.00	361,050.00	432,100.00
12/01/2028			63,800.00	63,800.00	
06/01/2029	300,000.00	4.000%	63,800.00	363,800.00	427,600.00
12/01/2029			57,800.00	57,800.00	
06/01/2030	315,000.00	4.000%	57,800.00	372,800.00	430,600.00
12/01/2030			51,500.00	51,500.00	
06/01/2031	325,000.00	4.000%	51,500.00	376,500.00	428,000.00
12/01/2031			45,000.00	45,000.00	
06/01/2032	340,000.00	4.000%	45,000.00	385,000.00	430,000.00
12/01/2032			38,200.00	38,200.00	
06/01/2033	355,000.00	4.000%	38,200.00	393,200.00	431,400.00
12/01/2033			31,100.00	31,100.00	
06/01/2034	365,000.00	4.000%	31,100.00	396,100.00	427,200.00
12/01/2034			23,800.00	23,800.00	
06/01/2035	380,000.00	4.000%	23,800.00	403,800.00	427,600.00
12/01/2035			16,200.00	16,200.00	
06/01/2036	395,000.00	4.000%	16,200.00	411,200.00	427,400.00
12/01/2036			8,300.00	8,300.00	
06/01/2037	415,000.00	4.000%	8,300.00	423,300.00	431,600.00
	4,265,000.00		1,319,550.00	5,584,550.00	

Date Structure

Date 12/01/2022
First Coupon Date 06/01/2023



DEBT SERVICE

Hamblen County
\$4,275,000 General Obligation Bonds, Series 2023 (Landfill - County Portion)
County Loan to Solid Waste Board

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/01/2024			87,475.00	87,475.00	
06/01/2025	235,000.00	5.000%	87,475.00	322,475.00	409,950.00
12/01/2025			81,600.00	81,600.00	
06/01/2026	245,000.00	5.000%	81,600.00	326,600.00	408,200.00
12/01/2026			75,475.00	75,475.00	
06/01/2027	260,000.00	5.000%	75,475.00	335,475.00	410,950.00
12/01/2027			68,975.00	68,975.00	
06/01/2028	270,000.00	5.000%	68,975.00	338,975.00	407,950.00
12/01/2028			62,225.00	62,225.00	
06/01/2029	285,000.00	5.000%	62,225.00	347,225.00	409,450.00
12/01/2029			55,100.00	55,100.00	
06/01/2030	300,000.00	4.000%	55,100.00	355,100.00	410,200.00
12/01/2030			49,100.00	49,100.00	
06/01/2031	310,000.00	4.000%	49,100.00	359,100.00	408,200.00
12/01/2031			42,900.00	42,900.00	
06/01/2032	325,000.00	4.000%	42,900.00	367,900.00	410,800.00
12/01/2032			36,400.00	36,400.00	
06/01/2033	335,000.00	4.000%	36,400.00	371,400.00	407,800.00
12/01/2033			29,700.00	29,700.00	
06/01/2034	350,000.00	4.000%	29,700.00	379,700.00	409,400.00
12/01/2034			22,700.00	22,700.00	
06/01/2035	365,000.00	4.000%	22,700.00	387,700.00	410,400.00
12/01/2035			15,400.00	15,400.00	
06/01/2036	375,000.00	4.000%	15,400.00	390,400.00	405,800.00
12/01/2036			7,900.00	7,900.00	
06/01/2037	395,000.00	4.000%	7,900.00	402,900.00	410,800.00
	4,050,000.00		1,269,900.00	5,319,900.00	

Date Structure

Date 02/10/2023
First Coupon Date 06/01/2023



DEBT SERVICE

**Hamblen County
\$900,000 Capital Outlay Note, Series 2023 (Landfill)
Shredder**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/01/2024	153,914.00	4.760%	21,420.00	175,334.00	
06/01/2025			17,756.85	17,756.85	193,090.85
12/01/2025	173,720.00	4.760%	17,756.85	191,476.85	
06/01/2026			13,622.31	13,622.31	205,099.16
12/01/2026	181,989.00	4.760%	13,622.31	195,611.31	
06/01/2027			9,290.97	9,290.97	204,902.28
12/01/2027	190,651.00	4.760%	9,290.97	199,941.97	
06/01/2028			4,753.48	4,753.48	204,695.45
12/01/2028	199,726.00	4.760%	4,753.48	204,479.48	
06/01/2029					204,479.48
	900,000.00		112,267.22	1,012,267.22	

Date Structure

Date 12/28/2023
First Coupon Date 06/01/2024



AGGREGATE DEBT SERVICE

**Hamblen County
Total Combined Outstanding Debt Service Requirements - Solid Waste System**

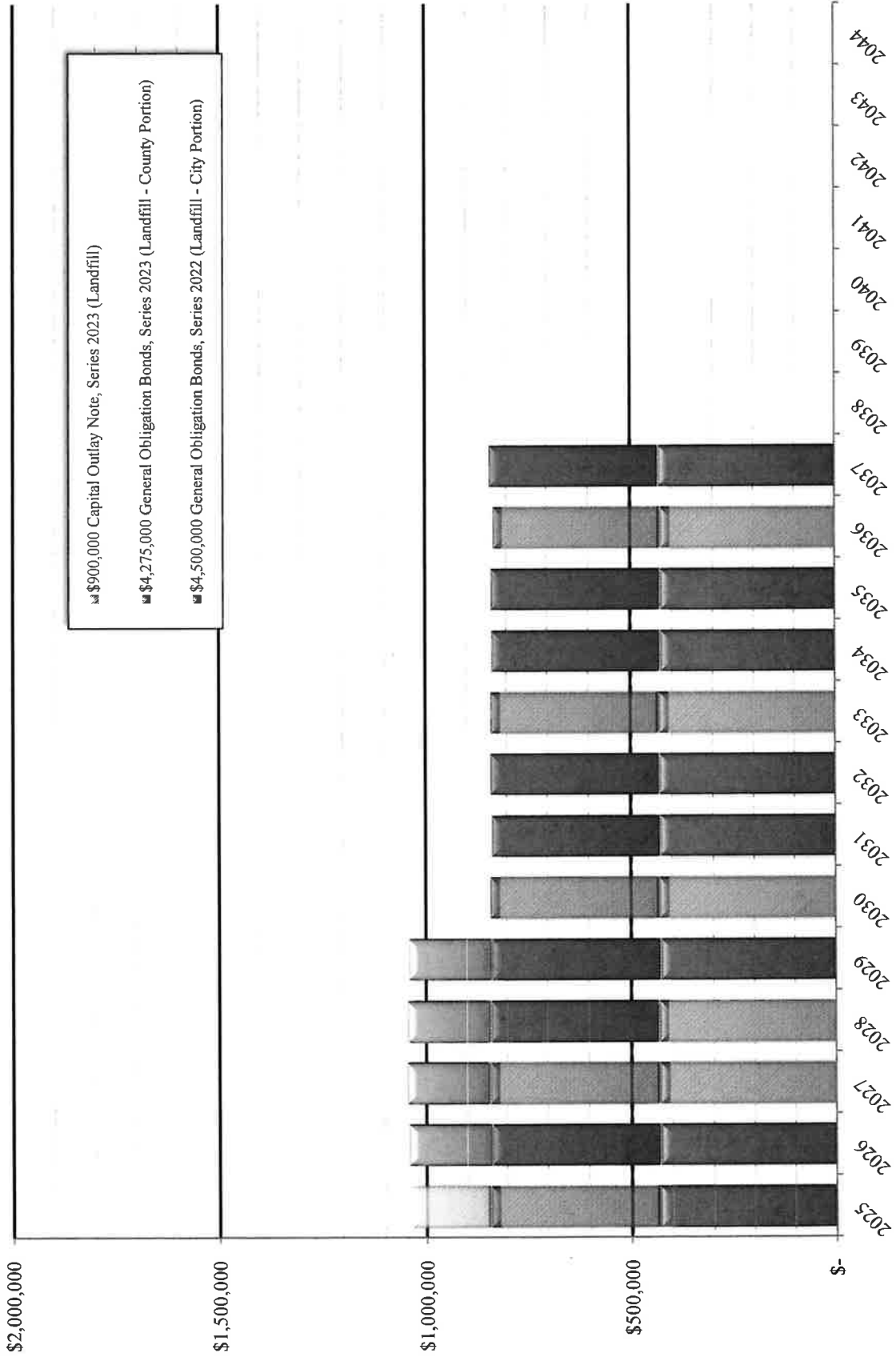
Date	Principal	Interest	Total P+I
06/30/2025	638,914.00	395,476.85	1,034,390.85
06/30/2026	678,720.00	363,429.16	1,042,149.16
06/30/2027	716,989.00	329,713.28	1,046,702.28
06/30/2028	750,651.00	294,094.45	1,044,745.45
06/30/2029	784,726.00	256,803.48	1,041,529.48
06/30/2030	615,000.00	225,800.00	840,800.00
06/30/2031	635,000.00	201,200.00	836,200.00
06/30/2032	665,000.00	175,800.00	840,800.00
06/30/2033	690,000.00	149,200.00	839,200.00
06/30/2034	715,000.00	121,600.00	836,600.00
06/30/2035	745,000.00	93,000.00	838,000.00
06/30/2036	770,000.00	63,200.00	833,200.00
06/30/2037	810,000.00	32,400.00	842,400.00
	9,215,000.00	2,701,717.22	11,916,717.22

Par Amounts Of Selected Issues

\$4,500,000 General Obligation Bonds, Series 2022 (Landfill - City Portion)	4,265,000.00
\$4,275,000 General Obligation Bonds, Series 2023 (Landfill - County Portion)	4,050,000.00
\$900,000 Capital Outlay Note, Series 2023 (Landfill)	900,000.00
TOTAL	9,215,000.00

Hamblen County-Morristown Solid Waste System

Total Outstanding Debt Service





DEBT SERVICE

**Hamblen County
Proposed General Obligation Bonds, Series 2024**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/01/2024			130,000.00	130,000.00	
06/01/2025			130,000.00	130,000.00	260,000.00
12/01/2025			130,000.00	130,000.00	
06/01/2026			130,000.00	130,000.00	260,000.00
12/01/2026			130,000.00	130,000.00	
06/01/2027	100,000.00	4.000%	130,000.00	230,000.00	360,000.00
12/01/2027			128,000.00	128,000.00	
06/01/2028	270,000.00	4.000%	128,000.00	398,000.00	526,000.00
12/01/2028			122,600.00	122,600.00	
06/01/2029	280,000.00	4.000%	122,600.00	402,600.00	525,200.00
12/01/2029			117,000.00	117,000.00	
06/01/2030	290,000.00	4.000%	117,000.00	407,000.00	524,000.00
12/01/2030			111,200.00	111,200.00	
06/01/2031	305,000.00	4.000%	111,200.00	416,200.00	527,400.00
12/01/2031			105,100.00	105,100.00	
06/01/2032	315,000.00	4.000%	105,100.00	420,100.00	525,200.00
12/01/2032			98,800.00	98,800.00	
06/01/2033	330,000.00	4.000%	98,800.00	428,800.00	527,600.00
12/01/2033			92,200.00	92,200.00	
06/01/2034	340,000.00	4.000%	92,200.00	432,200.00	524,400.00
12/01/2034			85,400.00	85,400.00	
06/01/2035	355,000.00	4.000%	85,400.00	440,400.00	525,800.00
12/01/2035			78,300.00	78,300.00	
06/01/2036	370,000.00	4.000%	78,300.00	448,300.00	526,600.00
12/01/2036			70,900.00	70,900.00	
06/01/2037	385,000.00	4.000%	70,900.00	455,900.00	526,800.00
12/01/2037			63,200.00	63,200.00	
06/01/2038	400,000.00	4.000%	63,200.00	463,200.00	526,400.00
12/01/2038			55,200.00	55,200.00	
06/01/2039	415,000.00	4.000%	55,200.00	470,200.00	525,400.00
12/01/2039			46,900.00	46,900.00	
06/01/2040	435,000.00	4.000%	46,900.00	481,900.00	528,800.00
12/01/2040			38,200.00	38,200.00	
06/01/2041	450,000.00	4.000%	38,200.00	488,200.00	526,400.00
12/01/2041			29,200.00	29,200.00	
06/01/2042	470,000.00	4.000%	29,200.00	499,200.00	528,400.00
12/01/2042			19,800.00	19,800.00	
06/01/2043	485,000.00	4.000%	19,800.00	504,800.00	524,600.00
12/01/2043			10,100.00	10,100.00	
06/01/2044	505,000.00	4.000%	10,100.00	515,100.00	525,200.00
	6,500,000.00		3,324,200.00	9,824,200.00	

Date Structure

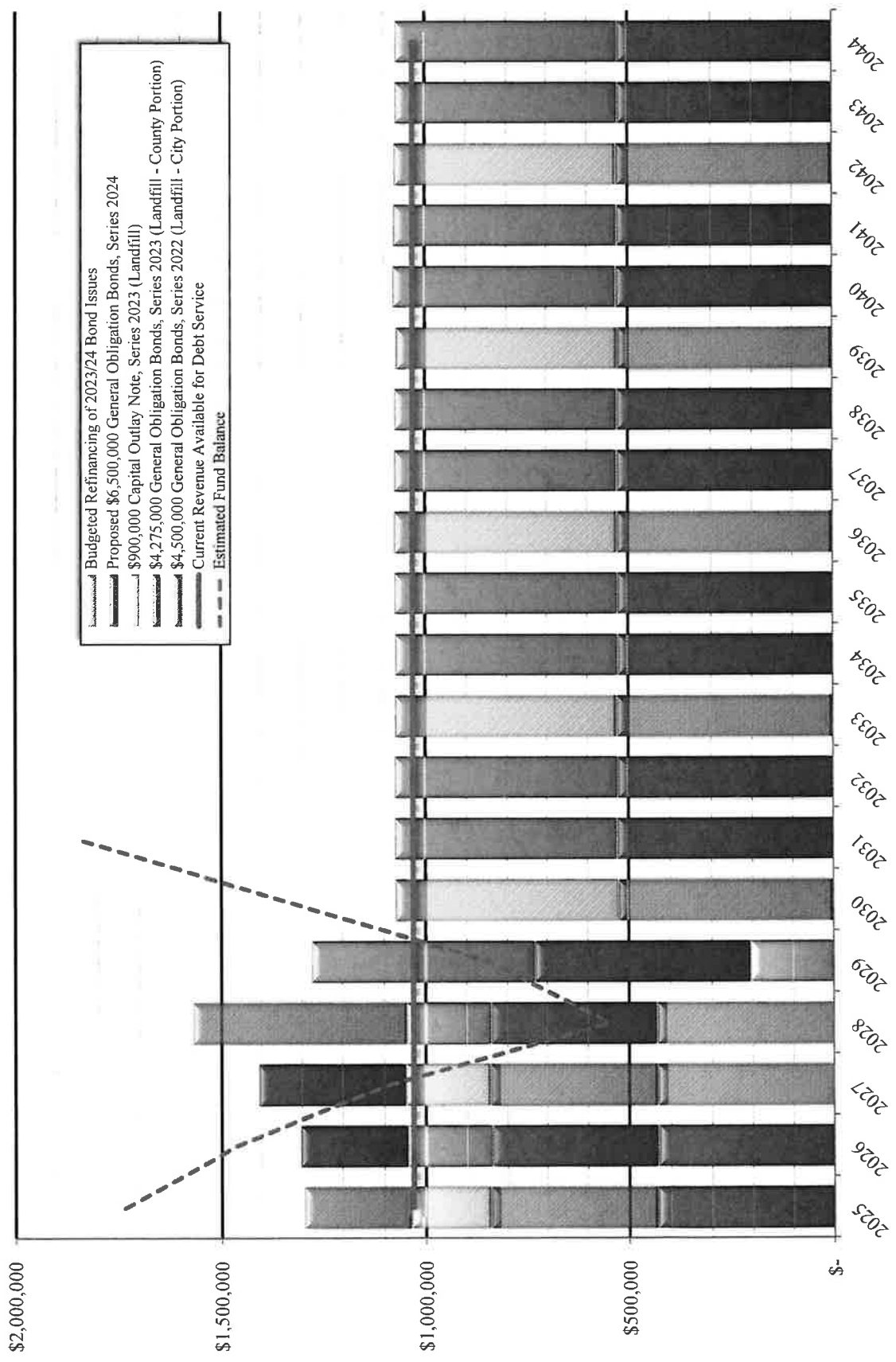
Date 06/01/2024
 First Coupon Date 12/01/2024

Yield Statistics

Average Coupon 4.0000000%
 Weighted Average Maturity 12.785
 True Interest Cost (TIC) 4.0000000%

Hamblen County-Morristown Solid Waste System

Estimated Total Outstanding Debt Service Post 2024 Issue & 2028 Refinancing



Stephanie Clonce

From: Malone, Barbi F <Barbi.Malone@elavon.com>
Sent: Friday, March 8, 2024 11:39 AM
To: Stephanie Clonce
Subject: RE: Elavon rate changes

Hi Stephanie,
Visa has mandated a new cap on surcharging. It cannot exceed 3% or they will issue hefty fines on any merchant exceeding it.

Kind Regards,

Barbi F Malone
Officer | Client Executive
O: 865-403-8173 | M: | barbi.malone@elavon.com

Elavon
Tennessee B Home-Based
Contact employee for address, Home-based, TN 99999 | HO-TN-BBAS | usbank.com

From: Stephanie Clonce <office@hcmsw.org>
Sent: Friday, March 8, 2024 9:21 AM
To: Malone, Barbi F <Barbi.Malone@elavon.com>
Subject: [EXTERNAL] Elavon rate changes

[WARNING] Use caution when opening attachments or links from unknown senders.

Can you tell me what our percentage was before the change? We are charging 3% now, what is the percentage that other customers charge or charging to their customers? Our board is trying to decide what we need to increase our rate to offset charges for using credit cards. Also, is it correct that debit cards will pay the surcharges now?

Thank you,

Stephanie Clonce
Office Manager
Hamblen County/Morristown Solid Waste
3849 Sublett Rd.
Morristown, TN 37813
423-581-8784 Ext 0
office@hcmsw.org



The information contained in this e-mail and in any attachments is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. This message has been scanned for known computer viruses.

**Heartland Title Services
 ALTA Universal ID
 1840 Country Club Drive
 Morristown, TN 37814**

File No./Escrow No.: 20230410414
Print Date & Time: February 14, 2024 at 09:09 AM
Officer/Escrow Officer: Amy D. Wesley
Settlement Location: 1840 Country Club Dr.
 Morristown, TN 37814

Property Address: 87 acres - Lot 2 of Lakeway Landco, LLC
 Morristown, TN 37814
Borrower: Hamblen County-Morristown Solid Waste Disposal System
Seller: Lakeway LandCo, LLC
Lender:
Settlement Date: February 14, 2024
Disbursement Date: February 14, 2024

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
Financial				
	\$ 700,000.00	Sale Price of Property	\$ 700,000.00	
Prorations/Adjustments				
\$ 227.58		County Taxes 01/01/24 to 02/15/24		\$ 227.58
Loan Charges to				
Other Loan Charges				
Impounds				
Title Charges & Escrow / Settlement Charges				
		Title - Owner's Title Insurance (optional) to Heartland Title Services Coverage: \$ 700,000.00 Premium: \$ 2,002.50	\$ 2,002.50	
		Title - Title Examination to Heartland Title Services	\$ 300.00	
\$ 200.00		Title - Closing Fee to Heartland Title Services	\$ 200.00	
\$ 100.00		Title - Document Preparation - Buyer to Heartland Title Services	\$ 100.00	

ALTA Settlement Statement Combined - Continued

Seller		Borrower/Buyer	
Debit	Credit	Debit	Credit
\$ 30.00		\$ 30.00	
	Title - Wire/Shipping/Handling	to Heartland Title Services	
Government Recording and Transfer Charges			
	Recording Fees	to Hamblen County Register of Deeds	\$ 28.00
	Deed:\$28.00 Mortgage:\$0.00		
	E Recording	to Hamblen County Register of Deeds	\$ 7.00
Payoffs			
Miscellaneous			
\$ 557.58	\$ 700,000.00	Subtotals	\$ 702,667.50
\$ 699,442.42		Balance Due FROM	\$ 227.58
\$ 700,000.00	\$ 700,000.00	Balance Due TO	\$ 702,439.92
		TOTALS	\$ 702,667.50
			\$ 702,667.50

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Heartland Title Services to cause the funds to be disbursed in accordance with this statement.

Hamblen County-Morristown Solid Waste Disposal System

BY: Thomas D. Rush, Jr.
 Thomas D. Rush, Jr.
 Its: Board Chair

Lakeway LandCo, LLC

BY: _____
 Travis Hitchcock
 Its: Regional Vice President

Amy D. Wesley
 Amy D. Wesley, Escrow Officer

Heartland Title Services
ALTA Universal ID
1840 Country Club Drive
Morristown, TN 37814

File No./Escrow No.: 20230410414
Print Date & Time: February 8, 2024 at 02:57 PM
Officer/Escrow Officer: Amy D. Wesley
Settlement Location: 1840 Country Club Dr.
 Morristown, TN 37814

Property Address: 87 acres - Lot 2 of Lakeway Landco, LLC
 Morristown, TN 37814
Borrower: Hamblen County-Morristown Solid Waste Disposal System
Seller: Lakeway LandCo, LLC
Lender:
Settlement Date: February 14, 2024
Disbursement Date: February 14, 2024

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
Financial				
	\$ 700,000.00	Sale Price of Property	\$ 700,000.00	
Prorations/Adjustments				
\$ 227.58		County Taxes 01/01/24 to 02/15/24		\$ 227.58
Loan Charges to				
Other Loan Charges				
Impounds				
Title Charges & Escrow / Settlement Charges				
		Title - Owner's Title Insurance (optional) to Heartland Title Services Coverage: \$ 700,000.00 Premium: \$ 2,002.50	\$ 2,002.50	
		Title - Title Examination to Heartland Title Services	\$ 300.00	
\$ 200.00		Title - Closing Fee to Heartland Title Services	\$ 200.00	
\$ 100.00		Title - Document Preparation - Buyer to Heartland Title Services	\$ 100.00	

ALTA Settlement Statement Combined - Continued


Seller		Borrower/Buyer	
Debit	Credit	Debit	Credit
\$ 30.00		\$ 30.00	
	Title - Wire/Shipping/Handling	to Heartland Title Services	
Government Recording and Transfer Charges			
	Recording Fees	to Hamblen County Register of Deeds	\$ 28.00
	Deed:\$28.00 Mortgage:\$0.00		
	E Recording	to Hamblen County Register of Deeds	\$ 7.00
Payoffs			
Miscellaneous			
\$ 1,851.00		2023 County Taxes to Hamblen County Trustee	
\$ 2,408.58	\$ 700,000.00	Subtotals	\$ 702,667.50
		Balance Due FROM	\$ 227.58
\$ 697,591.42		Balance Due TO	\$ 702,439.92
\$ 700,000.00	\$ 700,000.00	TOTALS	\$ 702,667.50

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Heartland Title Services to cause the funds to be disbursed in accordance with this statement.

Hamblen County-Morristown Solid Waste Disposal System

BY: _____
 Thomas D. Rush, Jr.
 Its: Board Chair

Lakeway LandCo, LLC
 BY: 
 Travis Hitchcock
 Its: Regional Vice President


 Amy D. Wesley, Escrow Officer

THIS INSTRUMENT PREPARED BY:

Robert L. Kahn, Attorney
Frantz, McConnell & Seymour, LLP
550 W. Main Avenue, Suite 500
Knoxville, TN 37902

BK/PG: 2070/279-283

24033512

PROPERTY OWNER / RESPONSIBLE TAXPAYER:

Hamblen County-Morristown Solid Waste Disposal System

3849 SUBLETT ROAD
Morristown, TN 37813

5 PGS : WARRANTY DEED	
JANET WILMOTH 176092 - 24033512	
02/20/2024 - 08:19 AM	
VALUE	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	2.00
TOTAL AMOUNT	29.00

TAX PARCEL ID: 057-001.01

STATE OF TENNESSEE, HAMBLEN COUNTY

JIM CLAWSON
REGISTER OF DEEDS

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into this 14th day of ~~January~~ ^{February}, 2024 between Lakeway LandCo, LLC ("Grantor"), a Delaware limited liability company, and Hamblen County-Morristown Solid Waste Disposal System ("Grantee"), a governmental entity formed by Hamblen County, Tennessee, and the City of Morristown pursuant to agreement of July 26, 1988, as amended and restated thereafter.

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents sell, transfer and convey unto Grantee the following described tract or parcel of real property ("Property"), to wit:

SITUATED in the Fifth (5th) Civil district of Hamblen County, Tennessee and lying without the corporate limits of the City of Morristown, Tennessee, and being more particularly bounded and described as follows:

BEING Lot 2 of the Lakeway LandCo LLC Resub of Tract 2, as shown by plat of same of record in Plat Cabinet L, page 25, in the Register's Office for Hamblen County, Tennessee, to which plat reference is here made for a more particular description.

BEING a part of the same premises conveyed to Lakeway LandCo, LLC, by deed of McGuffin Enterprises, Limited Partnership, dated 3/20/13 and recorded in Record Book 1543, page 512, in the Register's Office for Hamblen County, Tennessee.

THERE IS EXCEPTED from this conveyance all right of access to the public right-of-way across Tract 1 of Grantor's property described in the deed recorded in Record Book 1543, page 512, in the Register's Office for Hamblen County, Tennessee, such right of access being hereby terminated.

Further, Grantee shall not use the Property to dispose of trash or refuse collected at a local or state government owned/operated transfer station or convenience center located outside of Hamblen County.

TO HAVE AND TO HOLD said Property, together with all rights, titles, interests, easements, appurtenances, and hereditaments thereto appertaining, unto Grantee, its successors and assigns, forever.

Grantor covenants that it is lawfully seized and possessed of said Property, has a good right to convey it, and that the same is free of encumbrances created or suffered by Grantor, except for those matters set forth on Exhibit A attached hereto and incorporated herein by this reference. Grantor further covenants and binds itself and its successors to warrant and forever defend the title to said Property unto Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor, but not further or otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the date first above written.

Lakeway LandCo, LLC

By: 

Print Name: Travis Hitchcock


Title: Regional Vice President

STATE OF NORTH CAROLINA)
COUNTY OF WAKE)

BEFORE ME, the undersigned, a notary public of the state and county aforesaid, personally appeared Travis Hitchcock, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Regional Vice President of Lakeway LandCo, LLC, a Delaware limited liability company, the within-named bargainer, and that such person as said Regional Vice President executed the foregoing instrument for the purpose therein contained by personally signing the name of the bargainer as said Regional Vice President.

WITNESS my hand and seal at office in the aforesaid state and county this 9th day of January, 2024.




NOTARY PUBLIC

My commission expires: 6-2-24

THE PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE STATUS OF THE TITLE TO THE PROPERTY HEREIN CONVEYED. THE GRANTEE IS RESPONSIBLE FOR HAVING THIS INSTRUMENT RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR THE COUNTY IN WHICH THE PROPERTY IS LOCATED.

The actual consideration for the transfer, or the true value of the property, whichever is greater, is \$700,000.00.

Melinda Lynen
Affiant

Sworn to and subscribed before me this 14th day of February, 2024.

SEAL

Amy D. Wesley
NOTARY PUBLIC
Commission expires: _____

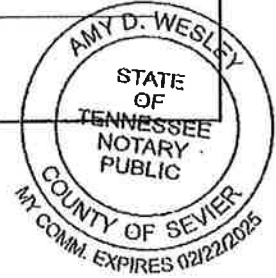


EXHIBIT A
(Permitted Exceptions)

1. Hamblen County ad valorem taxes for the year 2024;
2. Easement as granted by right of way of record in Book 764, page 341, in the Register's Office for Hamblen County, Tennessee;
3. Oil and Gas Lease dated April 28, 1981;
4. Public utility easements of record serving the Property;
5. Such other encumbrances, restrictions, condition, easements or other agreements of record that do not materially adversely affect the use of the Property as a Class III landfill;
6. Such matters as may be revealed by instrumental survey that do not materially adversely affect the use of the Property as a Class III landfill.

CERTIFICATION

I, Melinda Lyner, do hereby make oath that I am a licensed attorney and/or custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on Feb 14, 2024 (date of document).

Melinda Lyner

Affiant Signature

2-19-24

Date

STATE OF TENNESSEE

COUNTY OF Hambler

Sworn to and subscribed before me this 19th day of February, 2024.

Amy D. Wesley

Notary's Signature

MY COMMISSION EXPIRES: _____



CLOSING AGREEMENT

PROPERTY ADDRESS: 87 acres - Lot 2 of Lakeway Landco, LLC

1. The parties authorize the closing agent to furnish to the real estate agents and lenders, if any, copies of the HUD-1 Settlement Statement, Alta Statement, or Closing Disclosure for this transaction.

2. All of the terms, conditions, and contingencies in the Contract/Purchase and Sale Agreement, along with any and all modifications and additions, have been complied with in full and any noncompliance, modification, and/or change is hereby accepted by the parties in full. Any change or modification to the Contract/Purchase and Sale Agreement is noted here:

N/A

3. Any and all utility bills and payments and all HOA dues and payments, not otherwise included on the settlement statement, are the responsibility of the parties hereto, and the payment or proration of any such utilities or HOA dues will be handled between the parties outside of closing. Any HOA transfer fees not included on the Settlement Statement will be handled between the parties outside of closing.

4. Any property tax amounts included on the settlement statement or closing disclosure for proration or escrow account setup purposes are calculated based on information provided to the closing agent by third-party sources. The parties acknowledge that property tax amounts may increase substantially after closing because of reassessments or otherwise. The parties agree that they will handle any further changes, prorations, payments, or reimbursements of any tax payments, including any roll back taxes, between themselves outside of closing. If the property is currently in Greenbelt/Land Use, it is the Buyer's responsibility to reapply for Greenbelt / Land Use status.

5. The parties hereby agree that, in the event there are any shortages in any amounts due to any entity in the course of this closing related to the payoff of any loan, judgment lien, tax lien, or other lien, payoff, or debt encumbering or otherwise related to the property or the parties, or if there is a shortage in the amount collected from any party at closing for any payment, payoff, earnest money deposit, or closing cost, they will immediately and fully pay to the closing agent all funds necessary to pay in full any loan, judgment lien, tax lien, or other lien or payoff encumbering or otherwise related to the property or the parties so that a release of any such lien or other debt can be obtained and appropriately filed.

6. The parties acknowledge that a survey of the property may disclose defects, easements, setback violations and/or encroachments by adjoining property owners or the subject property onto adjoining property, which could affect the marketability of the property. The parties have either: (1) had a survey of the property completed and provided the same to the closing agent prior to closing or (2) waived their right to have the property surveyed prior to closing. The parties agree to indemnify and hold harmless Heartland Title Services and W. Derek Malcolm, Esq. from any and all claims or damages which may arise from title defects or other property-related issues which could have been discovered by a survey of the property. This includes any damages, defects, or other issues that may arise if one or both of the parties has had the property surveyed, but fails to provide a copy of any such survey to the closing agent prior to closing.

7. The parties acknowledge that they have had the opportunity to have the property inspected by licensed home inspectors / contractors and for specific items such as termites, radon, septic, etc. The parties have either waived their right to conduct such inspections or are satisfied with the results of any inspections.

8. The Buyer acknowledges they have received, reviewed, and approved the Title Insurance Commitment, including, but not limited to, any liens, restrictions, easements, or mineral rights/leases affecting

the property. The Buyer consents to all matters set forth in the title commitment. The Buyer hereby acknowledges that they desire the issuance of title insurance through Fidelity National Title Insurance Company.

9. The parties hereto agree to cooperate fully if any adjustment, modification, or revision is needed to any of the closing documents, including executing new documents after the closing date. The parties appoint the Closing Agent, or its designee, as their attorney-in-fact to correct any typographical or clerical errors, place initials on any documents, and/or sign names to and acknowledge any modification agreement or other document correcting any such errors. In the event that any corrections are made, the parties involved will receive a corrected copy of the changed documents. This power of attorney is coupled with an interest and shall be irrevocable for a period of 120 days following the closing.

10. The parties agree to indemnify, reimburse, and hold harmless Heartland Title Services, W. Derek Malcolm, Esq., the lender (if any), the real estate agent(s) (if any), and Fidelity National Title Insurance for any issue, damage, defect, claim, or other matter set forth in, covered by, or subject to the terms of this Closing Agreement. In the event that any of the terms or conditions set forth in this Closing Agreement must be enforced, by litigation or otherwise, the parties agree to indemnify, reimburse, and hold harmless Heartland Title Services, W. Derek Malcolm, Esq., the lender (if any), the real estate agents (if any), and Fidelity National Title Insurance from any and all costs of enforcement, including any court costs and attorneys' fees. This Closing Agreement and the closing transaction is to be governed and construed in accordance with the laws of the State of Tennessee, notwithstanding the conflict of laws provisions of Tennessee or any other state. The parties hereto agree that the Chancery Court for Hamblen County, Tennessee shall have sole and exclusive venue and jurisdiction for any dispute between them and Heartland Title Services and W. Derek Malcolm, Esq. arising out of or related to this Agreement or the closing transaction, and the parties hereby consent to said venue and jurisdiction.

Lakeway Landco, LLC

Hamblen-County Morristown Solid Waste Disposal System

By: _____
Travis Hitchcock, Area Vice President

By: Thomas D. Rush, Jr.
Thomas D. Rush, Jr., Board Chair

Date: _____

Date: 2-14-24

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N/A

3. Any and all utility bills and payments and all HOA dues and payments, not otherwise included on the settlement statement, are the responsibility of the parties hereto, and the payment or proration of any such utilities or HOA dues will be handled between the parties outside of closing. Any HOA transfer fees not included on the Settlement Statement will be handled between the parties outside of closing.

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5. The parties hereby agree that, in the event there are any shortages in any amounts due to any entity in the course of this closing related to the payoff of any loan, judgment lien, tax lien, or other lien, payoff, or debt encumbering or otherwise related to the property or the parties, or if there is a shortage in the amount collected from any party at closing for any payment, payoff, earnest money deposit, or closing cost, they will immediately and fully pay to the closing agent all funds necessary to pay in full any loan, judgment lien, tax lien, or other lien or payoff encumbering or otherwise related to the property or the parties so that a release of any such lien or other debt can be obtained and appropriately filed.

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7. The parties acknowledge that they have had the opportunity to have the property inspected by licensed home inspectors / contractors and for specific items such as termites, radon, septic, etc. The parties have either waived their right to conduct such inspections or are satisfied with the results of any inspections.

8. The Buyer acknowledges they have received, reviewed, and approved the Title Insurance Commitment, including, but not limited to, any liens, restrictions, easements, or mineral rights/leases affecting

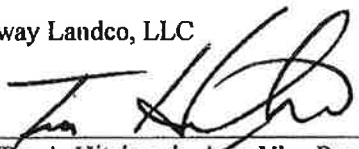
the property. The Buyer consents to all matters set forth in the title commitment. The Buyer hereby acknowledges that they desire the issuance of title insurance through Fidelity National Title Insurance Company.

9. The parties hereto agree to cooperate fully if any adjustment, modification, or revision is needed to any of the closing documents, including executing new documents after the closing date. The parties appoint the Closing Agent, or its designee, as their attorney-in-fact to correct any typographical or clerical errors, place initials on any documents, and/or sign names to and acknowledge any modification agreement or other document correcting any such errors. In the event that any corrections are made, the parties involved will receive a corrected copy of the changed documents. This power of attorney is coupled with an interest and shall be irrevocable for a period of 120 days following the closing.

10. The parties agree to indemnify, reimburse, and hold harmless Heartland Title Services, W. Derek Malcolm, Esq., the lender (if any), the real estate agent(s) (if any), and Fidelity National Title Insurance for any issue, damage, defect, claim, or other matter set forth in, covered by, or subject to the terms of this Closing Agreement. In the event that any of the terms or conditions set forth in this Closing Agreement must be enforced, by litigation or otherwise, the parties agree to indemnify, reimburse, and hold harmless Heartland Title Services, W. Derek Malcolm, Esq., the lender (if any), the real estate agents (if any), and Fidelity National Title Insurance from any and all costs of enforcement, including any court costs and attorneys' fees. This Closing Agreement and the closing transaction is to be governed and construed in accordance with the laws of the State of Tennessee, notwithstanding the conflict of laws provisions of Tennessee or any other state. The parties hereto agree that the Chancery Court for Hamblen County, Tennessee shall have sole and exclusive venue and jurisdiction for any dispute between them and Heartland Title Services and W. Derek Malcolm, Esq. arising out of or related to this Agreement or the closing transaction, and the parties hereby consent to said venue and jurisdiction.

Lakeway Landco, LLC

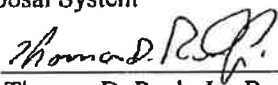
By:


Travis Hitchcock, Area Vice President
Regional (TH)

Date: _____

Hamblen-County Morristown Solid Waste Disposal System

By:


Thomas D. Rush, Jr., Board Chair

Date: 2-14-24

Heartland Title Services Privacy Policy

We collect nonpublic personal Information about you from the following sources:

- * Information we receive from you, such as your name, address, telephone number, or social security number;
- * Information about your transactions with us, our affiliates, or others. We receive this Information from your lender, attorney, real estate broker, etc; and
- * Information from public records

We do not disclose any nonpublic personal Information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal Information about you to those employees who need to know that Information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

Initial TR

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies— We are permitted by law to share your name, address, and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties— We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

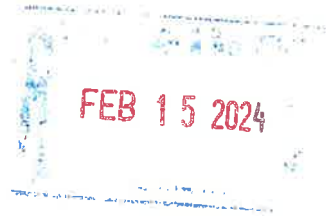
For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

TR
Initials



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Solid Waste Management
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 14th Floor
Nashville, Tennessee 37243

February 16, 2024

Chairman Tom Rush
Morristown-Hamblen County Solid Waste Commission
3849 Sublett Road
Morristown, TN 37813

CERTIFIED MAIL
#7021 0970 0001 3191 4824
RETURN RECEIPT REQUESTED

**RE: Final Decision to Transfer Solid Waste Disposal Permit
Hamblen County-Morristown C&D Landfill – DML320000100**

Dear Mr. Rush:

The Tennessee Department of Environment and Conservation (TDEC), Division of Solid Waste Management (DSWM) is hereby issuing the enclosed permit to you as a change of ownership for the construction and operation of the referenced disposal facility. This action reflects a change of ownership as requested by the Morristown-Hamblen County Solid Waste Commission for the Hamblen County-Morristown C&D Class III Landfill previously named *Lakeway Sanitation & Recycling C&D Landfill* and previously owned by *Lakeway Sanitation & Recycling C&D, LLC*.

A copy of the notice has been sent to the City of Morristown Mayor requesting that it be posted in the Morristown City Hall and the Hamblen County Mayor requesting that it be posted in the Hamblen County Courthouse. The notice will also be distributed to the persons on a request list maintained by the DSWM.

I appreciate your interest in complying with State statutes and look forward to working with you again. If you have any questions, please contact Nick Lytle of this office by email at Nickolaus.Lytle@tn.gov or call 615-854-4581.

Sincerely,

Lisa A. Hughey, CHMM
Director

Enclosures – 2

cc: Revendra Awasthi, DSWM, Knoxville Environmental Field Office Manager
John LeCroy, TDEC Regional Director for External Affairs, Knoxville Environmental Field Office
Ian Jakul, TDEC Program Administrator, Financial Responsibility Group
Bassam Faleh, Environmental Protection Specialist, DSWM, Nashville Central Office
Breanna Couey, Public Participation Officer, DSWM, Nashville Central Office
Records.SWM@tn.gov

PERMIT TERMS AND CONDITIONS

1. Re-certification by Permittee for Facilities Whose Initial Operation is Delayed - If the facility does not initiate construction and/or operation within one year of the date of this permit, the permittee must re-certify the application in accordance with Rule 0400-11-01-.02(3)(d).
2. Duty to Comply - The permittee must comply with all conditions of this permit unless otherwise authorized by the Department. Any permit noncompliance, except as otherwise authorized by the Department, constitutes a violation of the Act and is grounds for enforcement action, or for permit termination, revocation and re-issuance, or modification.
3. Need to Halt or Reduce Activity Not a Defense - It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
4. Duty to Mitigate - In the event of non-compliance with the permit, the permittee shall take all reasonable steps to minimize releases to the environment and shall carry out such measures as are reasonable to prevent adverse impacts on human health or the environment.
5. Proper Operation and Maintenance - The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance include effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.
6. Permit Actions - This permit may be modified, revoked, and re-issued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and re-issuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any existing permit condition.
7. Property Rights - This permit does not convey any property rights of any sort, or any exclusive privilege.
8. Duty to Provide Information - The permittee shall furnish to the Commissioner, within a reasonable time, any relevant information that the Commissioner may request to determine whether cause exists for modifying, revoking, and re-issuing, or terminating this permit, or to determine compliance with this permit. The permittee must also furnish to the Commissioner, upon request, copies required to be kept by this permit. All records, including a copy of this permit and the approved Part I and Part II application, must be maintained at the facility or other locations as approved by the Commissioner.
9. Inspection and Entry - The permittee shall allow the Commissioner, or an authorized representative, to:

- (i) Enter at any reasonable time the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- (ii) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- (iii) Inspect at any reasonable time any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit (Note: If requested by the permittee at the time of sampling, the Commissioner shall split with the permittee any samples taken.);
- (iv) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Act any substances or parameters at any location; and
- (v) Make photographs for the purpose of documenting items of compliance or noncompliance at waste management units, or where appropriate to protect legitimate proprietary interests, require the permittee to make such photos for the Commissioner.

10. Monitoring and Records

- (i) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- (ii) The permittee shall retain records of all required monitoring information. The permittee shall maintain records for all groundwater monitoring wells and associated ground-water surface elevations, for the active life of the facility, and for the post-closure care period as well. This period may be extended by request of the Commissioner at any time.
- (iii) Records of monitoring information shall include:
 - (I) The date, exact place, and time of sampling or measurements;
 - (II) The individual(s) who performed the sampling or measurements;
 - (III) The date(s) analyses were performed;
 - (IV) The individual(s) who performed the analyses;
 - (V) The analytical techniques or methods used (including equipment used); and
 - (VI) The results of such analyses.

11. Reporting Requirements

- (i) The permittee shall give notice to the Commissioner as soon as possible of any planned physical alterations or additions to the permitted facility.
- (ii) Monitoring results shall be reported at the intervals specified elsewhere in this permit.
- (iii) The permittee shall report orally within 24 hours from the time the permittee becomes aware of the circumstances of any release, discharge, fire, or explosion from the permitted solid waste facility which could threaten the environment or human health outside the facility. Such report shall be made to the Tennessee Emergency Management Agency, using the 24-hour toll-free number (800) 262-3300.
- (iv) Where the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or in any report to the Commissioner, it shall promptly submit such facts or information.

12. Periodic Survey

- (i) Within 60 days of his receipt of the written request of the Commissioner to do so, the permittee shall cause to be conducted a survey of active and/or closed portions of his facility in order to determine if operations (e.g., cut and fill boundaries, grades) are being conducted in accordance with the approved design and operational plans. The permittee must report the results of such survey to the Commissioner within 90 days of his receipt of the Commissioner's request.
- (ii) The Commissioner may request such a survey:
 - (I) If he has reason to believe that operations are being conducted in a manner that significantly deviates from the approved plans; and/or
 - (II) As a periodic verification (but no more than annually) that operations are being conducted in accordance with the approved plans.
- (iii) Any survey performed pursuant to this part must be performed by a qualified land surveyor duly authorized under Tennessee law to conduct such activities.

13. Duration of Permits - This permit shall be effective for the operating life of the facility.

14. Effect of Permit - The issuance of this permit does not authorize the permittee to injure persons or property, or to invade other private rights, or to violate any local law or regulations.

15. Transfer, Modification, Revocation, Re-issuance, and Termination of Permits - This permit may be transferred, modified, revoked, reissued, or terminated as set forth in 0400-11-01-.02(6).

16. Applicable Standards - All applicable facility standards of Rule Chapter 0400-11-01, Solid Waste Processing and Disposal Amendments shall be considered conditions of this registration.
17. Penalties - Any violation of the conditions or other terms of this registration may subject the registrant to the penalties set forth in Tennessee Code Annotated Section 68-211-114 and 68-211-117.
18. Hazardous Waste Restriction - No hazardous waste, as regulated by the Tennessee Hazardous Waste Management Act (Tennessee Code Annotated Section 68-212-101, et seq.), and the Rules adopted pursuant to that Act, shall be accepted at this facility.
19. Construction and Operation - The permittee shall construct and operate the facility in accordance with the approved engineering plans and operations manual which becomes a condition of this permit as Attachment I.
20. Financial Assurance - Prior to beginning operation, the permittee must file a Financial Assurance Instrument in accordance with Rule 0400-11-01-.03.
21. Special Waste - Except as specifically provided for in the Facility-Specific Conditions of this permit, the permittee may not accept for disposal any special waste unless approved to do so in writing by this Department.
22. Automobile Batteries - This facility is specifically prohibited from accepting automobile batteries for disposal.

Registration Number: DML320000100

Date Issued: February 16, 2024

VARIANCES AND WAIVERS

The following variances or waivers from standards or requirements in Rule 0400-11-01, Solid Waste Processing and Disposal Amendments, are hereby granted in accordance with Rule 0400-11-01-.01(5):

None.

FACILITY-SPECIFIC PERMIT CONDITIONS

The following conditions of this permit are established pursuant to Rule 0400-11-01-.02(5)(b):

1. Before any waste shall be accepted for disposal in this site, the sediment pond must be constructed in accordance with the approved plans, and all portions of the drainage control system necessary to control drainage onto or from active areas must be installed.
2. Before any waste shall be accepted for disposal in any module or portion of this site, the finished base grades for that area must be inspected by a geologist from the Division of Solid Waste Management.
3. Municipal solid waste or other putrescible wastes such as food processing wastes may not be accepted for disposal in this site.
4. This Class III landfill shall only receive suitable Class III/IV wastes (e.g., landscaping and land clearing waste, demolition/construction wastes). In addition, the facility may receive similar wastes from sources other than land clearing, landscaping and/or construction/demolition, but only for those wastes for which a special waste approval has been issued by the Tennessee Division of Solid Waste Management (this applies to the list of generators and wastes appearing on pages 7 and 8 of the operations manual dated March 22, 1999).
5. This facility shall not receive Class III wastes (landscaping and land clearing wastes) until 4 independent samples for each well of the groundwater monitoring network have been collected.
6. Any bedrock encountered during excavation shall be backfilled with at least five (5) feet of compacted clay.

Stephanie Clonce

From: Brandy Holland <bholland@strateinsurance.com>
Sent: Friday, February 16, 2024 8:15 AM
To: Stephanie Clonce
Cc: Adam Shelton
Subject: Hamblen County-Morristown- GFL Property

Good morning Stephanie:

I wanted to let you know that we submitted your changes to the carrier and we received confirmation that the acreage changes to your General Liability policy will not result in any Endorsement to your policy. There is no action at this time.

Thank you!

Brandy Holland, CIC, CRM

Business Insurance Team Lead

Strate Insurance Group, Inc.

423-318-5825

Office Hours: 6:30 am – 3:00 pm, Monday – Friday

Our office closes at 3:00 pm on Friday

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From: Stephanie Clonce <office@hcmsw.org>
Sent: Wednesday, February 14, 2024 2:33 PM
To: Brandy Holland <bholland@strateinsurance.com>
Subject: RE: GFL Property

Can you send me the changes for this, if there is any?

Thank you,
Stephanie

From: Brandy Holland <bholland@strateinsurance.com>
Sent: Wednesday, February 14, 2024 7:50 AM
To: Stephanie Clonce <office@hcmsw.org>
Cc: Tom Strate <tstrate@strateinsurance.com>; Trey Craddock <tcraddock@strateinsurance.com>
Subject: RE: GFL Property

Good morning Stephanie:

The note I found in your file from Tom at last year's renewal proposal meeting was:

“ You anticipate the new property shown as Guy Collins rd. to be consolidated and become a part of your primary street address, 3849 Sublet rd. Please let Amanda know when this is completed. “

I am attaching the two proposal pages for your reference that show all of your location numbers as well as your General Liability exposure detail.

Can you confirm if this is the change you are referring to for your closing today, we would be deleting location # 7 & #8 addresses 1002 & 1007 Guy Collins rd and adding the additional 154 landfill acres to Loc#1 your primary location address?

Thank you and I hope you have a great day!

Brandy Holland, CIC, CRM

Business Insurance Team Lead

Strate Insurance Group, Inc.

423-318-5825

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Our office closes at 3:00 pm on Friday

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From: Stephanie Clonce <office@hcmsw.org>

Sent: Wednesday, February 14, 2024 7:09 AM

To: Brandy Holland <bholland@strateinsurance.com>; Tom Strate <tstrate@strateinsurance.com>

Subject: GFL Property

Just wanted to let you know that we are closing today on the GFL property that we discussed last year. It can be added as our property today at 1:00 pm. I believe I sent you all the information pertaining to that property, if you need anything else, please let me know.

Thank you,

Stephanie Clonce

Office Manager

Hamblen County/Morristown Solid Waste

3849 Sublett Rd.

Morristown, TN 37813

423-581-8784 Ext 0

office@hcmsw.org

2023 Hamblen

(all amounts in tons)

Class I Waste = 144,881.96

Class III Waste = 15,879.87

Public Recycling & Diversion

Morristown (HQ0-HAHV-TSDZ9) = 1,852.02

Hamblen Co. (HQ1-KR4G-724S4) = 3,136.13 + 1,670.33 tires

Private Recycling & Diversion

Lakeway Containers (HQ0-HAEQ-PFCR1) = 1,491.81

Morristown Shredder (HQ1-2BEG-J7SWJ) = 138,932.34

Clinch River Hardwoods (HQ1-458Y-EQ2J3) = 7,425

MAHLE (HQ1-2D9W-ZJ162) = 11,161.69

Daniel Paul Chairs (HQ1-MEF3-GKJY7) = 28.78

S&B Recycling (HQ1-KPSV-TNW55) = 5,659

Inteplast (HQ1-Q1K1-10R7D) = 3,940

Home Depot = 380.61

Family Dollar =

Dollar General =

Dollar Tree =

AutoZone =

Advance Auto Parts =

Sonoco =

Valley Proteins =

Walmart =

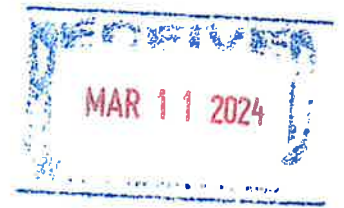
Quality Waste =

International Paper =

Hamblen 2023

(all amounts in tons)

Class I =	144,881.96
Class III =	15,879.87
Public Recycling and Diversion =	3,136.13 (County) + 1,670.33 tires 1,852.02 (Morristown)
Private Recycling and Diversion =	169,019.23
Total Waste Generated =	144,881.96 / 334,769.21 = 43.3%
Diversion Rate =	<u>56.7%</u> (68.8% in 2022)



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Solid Waste Management
Knoxville Environmental Field Office
3711 Middlebrook Pike
Knoxville, Tennessee 37921-6538

March 7, 2024

Mr. Dennis Barnes, Solid Waste Landfill Director
Morristown/Hamblen County Landfill
3849 Sublett Road
Morristown, Tennessee 37816

CERTIFIED MAIL
9489 0090 0027 6129 2568 43
RETURN RECEIPT REQUESTED

RE: NOTICE OF INCOMPLETENESS
Proposed Class I Landfill
Morristown/Hamblen County Class I Landfill Expansion- Phase III, SNL320000152
Hamblen County, Tennessee

Dear Mr. Barnes:

In accordance with the Regulations governing Solid Waste Processing and Disposal Regulations, and Rule Chapter 0400-11-01-.04(9)(b-d), the Part II B Engineering Plans, Narrative Description of Facility Operations, and Closure/Post-Closure Plan permit application for the above proposed facility has been reviewed for compliance with the Rule. The Division has, based upon the Rule, determined the application is incomplete.

The deficiencies identified are detailed in the attached comments. A response to all items, listed in the comments, is necessary and required for the disposal permit application to be deemed complete, enabling the review to proceed. Your response to our comments should be in the form of a new complete submittal package. The Division has issued a stay per Rule 0400-11-01-.07(6)I2, until a complete application package has been submitted.

If you have any further questions, please do not hesitate to contact me by email Paula.Plont@tn.gov or 865-304-3314.

Sincerely,

Paula Plont

Paula Plont
Environmental Consultant

Revendra Awasthi
Revendra Awasthi (Mar 7, 2024 15:24 EST)

Revendra Awasthi, CHMM
Environmental Field Office Manager

cc: Steve Bostic, LDA Engineering, via electronic mail
Rob Ashe, DSWM, NCO, via electronic mail
DSWM NCO via electronic mail
Records.SWM@tn.gov

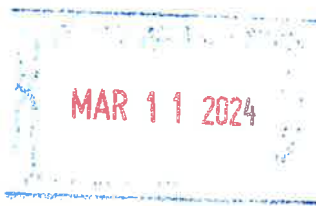
COMMENTS

1. Update application to include a phased development plan per Rule 0400-11-01-.04(9)(b)1(viii). The application notes one construction and one closure but also uses terms like “section” & “sequence” in the narrative concerning site progression. This concept presented in words in the narrative is to be drawn on engineering sheets and provided. The application still needs to present the site’s phased filling plans in addition to base grade & final contour sheets. The phased views should show working face and access road/ramp changes, intended internal waste grades & slopes, stormwater control swales/berms to be used per Rule 0400-11-01-.09(b)1(vi) to prevent flooding. If entire 20 acres are constructed in one initial event and gravity flow of stormwater to pond is not achieved, pumping locations and mechanisms for separation of stormwater from leachate need to be shown. Additionally, some minimum phased closure, similar to how the current developed Phase II underwent partial closure, per Rule 0400-11-01-.03(2)(b)2(i), should be incorporated. The sheets should identify minimum closure areas for owner/operator planning and funding, per Rule 0400-11-.04(8)(c)2.
2. Long-term custodial care plan must be identified and added to the application in accordance with Rule 0400-11-01-.03(2)(b)2(vi). Although the cover letter identified it had been provided, nothing was found in Closure and Post-Closure Plan. The custodial care period is a separate time-period following the Post Closure Care Period. Owner/Operator actions need to be identified and included in the landfill application.
3. This site is in a seismic impact zone and per Rule 0400-11-01-.04(9)(c)1(5) justifies inclusion of a full slope and seismic stability analysis along the critical cross sections. If dictated by the stability analysis, a deformation assessment relative to potential ground acceleration will need to be included. Rule 0400-11-01-.04(2)v requires the demonstration of maximum horizontal acceleration in lithified earth be placed in the Narrative. The global static and seismic slope stability modeling and all calculations, including the veneer analysis provided in the resubmittal, should be merged into the application and identified in the index. This deficiency was identified in the previous Notice of Incompleteness, dated January 12, 2024. The DSWM has identified this lack of information as a repeated incompleteness item and as such justifies a permit review stay. Differential settling of the foundation should also be considered as some geological buffer will be built while other areas have in-situ soils as the foundation. Please discuss foundation stability or localized differential settling relative to strain on the bottom liner to satisfy Rule 00400-11-01-.04(2)(w).
4. The compliance boundary is to be depicted per Rule 0400-11-01-.04(9)(b)1(iv). The Division agrees additional information was provided; however, the compliance boundary, typically depicted by a line passing through the groundwater monitoring network. Please revise.
5. Groundwater well detail view was not found on the drawings per Rule 0400-11-01-.04(9)(b)2(iv). The detail view has not been found and is still necessary.
6. Figure 1 and the engineering drawings should update the recent property ownership changes and add the borrow area parcel & ownership information. A drawing depicting compliance with the buffer criteria listed in Rule 0400-11-01-.04(3)(a) is needed to confirm site suitability.
7. The additional newly presented detail view pages (access road etc.) within the application need to be presented as engineering design sheet and be incorporated into the drawing list and stamped.



City of Morristown

P.O. Box 1654
Morristown, Tennessee 37816-1654



Invoice

Table with 6 columns: CUSTOMER, INVOICE DATE, INVOICE NUMBER, AMOUNT PAID, DUE DATE, INVOICE TOTAL DUE. Row 1: JOINT HAMB/M'TOWN SOLID WASTE, 03/01/2024, 11497, \$0.00, 06/01/2024, \$331,550.00

Table with 2 columns: PAST DUE AMOUNT, ACCOUNT BALANCE. Row 1: \$0.00, \$332,512.52

Table with 8 columns: DESCRIPTION, QUANTITY, PRICE, UOM, ORIGINAL BILL, ADJUSTED, PAID, AMOUNT DUE. Row 1: DUE FROM LANDFILL, 1.00, \$331550.000000, EACH, \$331,550.00, \$0.00, \$0.00, \$331,550.00. Includes sub-items: GENERAL OBLIGATION BOND REIMBURSEMENT SERIES 2022, PRINCIPAL \$235,000.00, INTEREST \$96,550.00

Summary row: Invoice Total: \$331,550.00

GENERAL OBLIGATION BOND REIMBURSEMENT
SERIES 2022
MAKE CHECKS PAYABLE TO: CITY OF MORRISTOWN

FOR INQUIRIES PLEASE CALL 423 585-4607

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



City of Morristown

P.O. Box 1654
Morristown, Tennessee 37816-1654

Invoice

Remit Portion

Table with 2 columns: Field, Value. Fields: Invoice Date (03/01/2024), Invoice Number (11497), Customer Number (152), Amount Paid, Due Date (06/01/2024), Invoice Total Due (\$331,550.00)

JOINT HAMB/M'TOWN SOLID WASTE
ACCOUNTS PAYABLE
3849 SUBLETT RD
MORRISTOWN, TN 37813