

# **Hamblen County/Morristown Solid Waste Agenda**

**November 15, 2024**

**Hamblen County Health Department Conference Room**

**Meeting Called To Order-Tom Rush**

**Public Comment/General Public Forum:**

**Approval of Board Minutes:**

**Financial Report-Amy Hemminger**

1. Review financials

**Manager's Report-Dennis Barnes**

1. TDEC Inspection

**Engineer's Report-Steve Bostic**

1. Landfill Project's Progress

**Unfinished Business-Tom Rush**

1. Update on transfer of bond proceeds

**New Business-Dennis Barnes**

1. Storage for expansion liner
2. Consideration of Attorney Chris Capps' proposal for attending board meeting

**Adjournment-Tom Rush**

# Hamblen County/Morristown Solid Waste Board of Directors Meeting

Minutes: October 18, 2024

## Hamblen County Health Department Conference Room

**Board Members Present:** Tom Rush-Chairman, Patrick McGuffin-Vice Chairman, Chris Cutshaw- (Ex-Officio/Interim County Mayor), Dennis Barnes-(Ex-Officio/Director), Mike Bell, Bob Garrett, Tim Horner, Matt Lacy, Ventrus Norfolk and Will Sliger.

**Others Present:** Amy Hemminger, Steve Bostic, John Burgin, Ron White, Paul Brown, Andrew Ellard, Tyler 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 September 20, 2024 minutes and Mr. Bell seconded the motion with all board members in favor.

### **Financial Report: Amy Hemminger and Tom Rush**

1. Review of September Financials- Ms. Hemminger stated that a couple of items do not reflect final balances on the financials because we are getting ready for the auditors. On the statement of net position, we transferred funds to LGIP for the E TTL retainage. First and Second quarter 2024 debt service and capital fees will be transferred to LGIP next month. Other income includes insurance claim proceeds just under \$17,000. Capital expenditures included the undercarriage for the Cat 320 in the amount of \$14,000. We paid E TTL pay app #5 in October for the expansion.
2. Mr. Rush stated that First Horizon interest rate was 2.15% and LGIP interest rate was at 5.15%. He also stated that interest rates are expected to decrease as the Federal Reserve continues to lower rates.

### **Manager's Report: Dennis Barnes**

1. The TDEC inspection went well. Mr. Barnes thanked the board for their support.
2. Mr. Barnes stated to the board that he was having trouble naming the building after the late Keith Jackson and that he wanted to do more. A plaque or something to put at the

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## Hamblen County Health Department Conference Room

entrance so people can see it would be another suggestion. For example, the sign or plaque could say:

Dedicated in honor of R. Keith Jackson, Thank you for your years of service and dedication.

Or

Expansion progress in honor of R. Keith Jackson.

3. Mr. Barnes stated that ETTL found some tires buried and had to dig them up, so we are going to use them to block roads.

### Engineer's Report: Steve Bostic

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

Mr. Bostic stated that there has been no response from TDEC regarding the permit.

Mr. Bostic stated that the estimate for the rock removal is high, and soil is low. We will be over budget on the soil excavation. Bid is already over \$300,000 for the rock removal.

Mr. Bostic stated that we would not need pond 2 on GFL property for 10 to 15 years and may cut it out of the contract to compensate for the rock removal.

Mr. Bostic stated the submittal to TDEC Knoxville looks complete. We are estimating \$450,000 in contingency funding for the expansion costs. After the next pay request, we should have a better idea. At the next board meeting, we should have something from TDEC in Nashville regarding the status of the expansion permit approval.

Mr. Rush stated that we should look at the Class III for future expansion planning. Mr. Bostic stated that they would do another flyover and see how many years we have left. Our 50 acres are not surveyed with the deeds and pins.

TDEC has notified the HCMSWB by a letter dated October 9, 2024 that the Hamblen County Municipal Solid Waste Region (Region) achieved the 25% waste reduction and diversion goal as presented to Tennessee Code Annotated (TCA) §68-211-861 and Tennessee Solid Waste Processing and Disposal Rule (TN Rule) 0400-11-01-.09. According to the 2023 Annual Progress Report, the Region achieved a 58% diversion rate.

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### Unfinished Business: Dennis Barnes

Mr. Barnes stated that the two policies we were looking to implement are not legal, and we could not collect the fees. Attorney, Chris Capps suggested to issue fines instead. We will not consider these policies at this time.

### New Business: Tom Rush, Dennis Barnes, Paul Brown, and Andrew Ellard

1. Mr. Rush stated that the bond proceeds for the expansion are being held at the county. Mr. Rush would like to transfer the bond proceeds to LGIP in a designated account if approved by the City and County. Mr. Rush stated he would need a motion to move the remaining bond proceeds from the City and County to LGIP in a designated account. Mr. Lacy made a motion to move the proceeds to LGIP and Mr. Horner seconded the motion with all board members in favor.
2. Mr. Rush stated that now he would need a motion to open a new account at LGIP for the remaining bond proceeds. Mr. Bell made a motion to open a new account at LGIP for the remaining proceeds and Mr. McGuffin seconded the motion with all board members in favor.
3. Mr. Rush stated that the debt service funding for the last bond issue was not put in the 2024-2025 budget in the amount of \$210,939.58 due to the timing of the bond issue. Mr. Rush asked for a motion to amend the 2024-2025 budget for this amount. Mr. Horner made a motion to amend the 2024-2025 budget and Mr. Lacy seconded the motion with all board members in favor.
4. Mr. Barnes asked the board to be closed on Christmas Eve because both City and County will be closed. Mr. McGuffin made a motion to close on Christmas Eve and Mr. Lacy seconded the motion with all board members in favor.
5. Mr. Brown stated to the board that after the aftermath of the Hurricane Helene Disaster they are going to save space in the landfill by making a burn site off site at the Cherokee Radio-Controlled Airplane Park which has been approved by the State of Tennessee. The proposal is that the landfill can send clean vegetation brush from commercial businesses in Hamblen county to save more room in the landfill. The dates will end in March, but it will all be cleaned up by December. Mr. Ellard stated that the city council had approved the site on October 7, 2024 for the city and county to use. Mr. Ellard stated that private contractors would come across our scales and pay us \$50 a ton to dump at the burn site instead of the landfill. We have staff on hand taking care of the brush that the city and county brush trucks are picking up. The landfill would be required to give the

# Hamblen County/Morristown Solid Waste Board of Directors Meeting

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contractor's tickets to show they have paid and show it to the employees on the burn site before they could dump. Mr. Ellard discussed with the board what would be a fair price to pay to use the burn site, and after discussion amongst the board members, they decided that \$40 a ton to the city for using their burn site would be reasonable. Mr. Lacy made the motion to pay the city \$40 a ton to use the burn site and the policy will sunset when the city and county are done collecting all the debris. Mr. Sliger seconded the motion with all board members in favor. Mr. Rush stated that the landfill would have to set up a new location and customer in the system for the burning site only and send the copies to the city daily.

### Adjournment: Tom Rush

Mr. Rush adjourned the meeting at 10:15 a.m.

Tom Rush-Chairman

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Chris Cutshaw

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# BankCard Center Card Statement

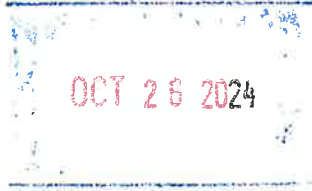


Account Number XXXX XXXX XXXX 0792

Statement for Period: September 25, 2024 to October 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	\$472.21	\$643.09	\$0.00	\$0.00	\$0.00	\$472.21	\$643.09

FINANCE CHARGE SUMMARY				
	Average Daily Balance	Monthly Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES	\$0.00	1.158%(V)	13.90% (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.				



CUSTOMER SERVICE CALL 1-800-382-5465	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	XXXX XXXX XXXX 0792		PREVIOUS BALANCE	\$472.21
LOST/STOLEN CARDS CALL 1-800-382-5465	STATEMENT DATE	10/24/24	PURCHASES & OTHER	\$643.09
	CREDIT LIMIT	\$5,000.00	CHARGES	\$643.09
SEND BILLING INQUIRIES TO BANKCARD CENTER P.O. BOX 1545 MEMPHIS, TN 38101-1545	AVAILABLE CREDIT*	\$4,356.00	CASH ADVANCES	\$0.00
	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	\$32.00	CREDITS	\$0.00
	PAYMENT DUE DATE	11/18/24	PAYMENTS	\$472.21
			NEW BALANCE	\$643.09

\* Amount reflected in whole dollars only

1122 0001 GSH 001 7 24 241024 0 PAGE 1 of 2 10 4015 9000 CM02 4353

↑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	11-18-24
AMOUNT DUE	\$32.00
NEW BALANCE	\$643.09

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

AMOUNT ENCLOSED
\$

DENNIS R BARNES 4353  
MORRISTOWN SOLID WASTE N203  
3849 SUBLETT RD  
MORRISTOWN TN 37813-3734

4798494100200792 0003200 0064309

<b>DENNIS R BARNES</b>		XXXX XXXX XXXX 0792			
Statement Date	10/24/24	Credit Limit	\$5,000.00	Cash Advance Balance	\$0.00
Payment Due Date	11/18/24	Available Credit	\$4,356.00	Amount Due	\$32.00
New Balance	\$643.09				

**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.

To pay by phone, call 1-800-382-5465. When providing payment instructions via the automated interactive phone system, you authorize us to debit your account for the amount indicated on or after the date indicated. This authorization is for a single transaction (including re-presentation of that transaction) and does not provide for any additional debits.

Beginning October 18, First Horizon will begin masking credit card numbers (ex: XXXX XXXX XXXX 1234) in both online and paper statements as an additional layer of protection for your sensitive financial information.

Post Date	Tran Date	Transaction Description	Amount
09-26	09-25	RTK MOBILE HTTPSRTKMOBIL UT	\$25.00
09-27	09-26	AMZN Mktp US*811NI56F3 Amzn.com/bill WA	\$23.03
09-29	09-27	AMAZON RETA* DU2S198D3 WWW.AMAZON.CO WA	\$46.67
09-29	09-27	AMZN Mktp US*XZ2UF6KV3 Amzn.com/bill WA	\$53.98
09-29	09-27	AMZN Mktp US*2H8I02CQ3 Amzn.com/bill WA	\$44.09
10-01	09-30	AMAZON MKTPL*GJ6NS3EX3 Amzn.com/bill WA	\$76.18
10-01	09-30	AMAZON MKTPL*YK1588FZ3 Amzn.com/bill WA	\$28.99
10-03	10-02	AMAZON RETA* LK2JC6KD3 WWW.AMAZON.CO WA	\$20.20
10-03	10-02	AMAZON MKTPL*N09G52OO3 Amzn.com/bill WA	\$244.01
10-07	10-07	PAYMENT - THANK YOU MEMPHIS TN	-\$472.21 PY
10-17	10-16	AMZN Mktp US*1102E6YU3 Amzn.com/bill WA	\$20.19
10-17	10-16	AMAZON MKTPL*LO44Y3IE3 Amzn.com/bill WA	\$60.75

CHECK # \_\_\_\_\_  
 AMOUNT \$ \_\_\_\_\_  
 AMOUNT \$ \_\_\_\_\_  
 AMOUNT \$ \_\_\_\_\_  
 AMOUNT \$ \_\_\_\_\_  
 NET AMOUNT \$ \_\_\_\_\_  
 APPROVED BY \_\_\_\_\_  
 RECEIVED BY \_\_\_\_\_  
 DATE POSTED \_\_\_\_\_

Morristown-Hamblen County Solid Waste Board

10/17/2024 8:55 AM

Register: 11130 - Operating Account

From 10/17/2024 through 10/17/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
10/17/2024	9535	CANON SOLUTIO...	21100 - Accounts Paya...		72.48		557,575.64
10/17/2024	9536	CITY OF MORRIST...	21100 - Accounts Paya...		1,103.12		556,472.52
10/17/2024	9537	DAVID BERRY TR...	21100 - Accounts Paya...		1,210.00		555,262.52
10/17/2024	9538	EAST TENNESSEE ...	21100 - Accounts Paya...	Pay app #5 exp...	1,553,175.61		-997,913.09
10/17/2024	9539	FAIRBANKS SCAL...	21100 - Accounts Paya...		909.00		-998,822.09
10/17/2024	9540	HAMBLEN COUNT...	21100 - Accounts Paya...		12,460.06		-1,011,282....
10/17/2024	9541	LDA ENGINEERIN...	21100 - Accounts Paya...		16,610.75		-1,027,892....
10/17/2024	9542	LIBERTY TIRE RE...	21100 - Accounts Paya...		534.10		-1,028,427....
10/17/2024	9543	MURRELL BURGL...	21100 - Accounts Paya...		210.00		-1,028,637....
10/17/2024	9544	PDS CONSULTING	21100 - Accounts Paya...		1,229.00		-1,029,866....
10/17/2024	9545	PURKEY,CARTER,...	21100 - Accounts Paya...	PO#254476	3,150.00		-1,033,016....
10/17/2024	9546	ROGERS PETROLE...	21100 - Accounts Paya...		5,373.03		-1,038,389....
10/17/2024	9547	STATE OF TENNES...	21100 - Accounts Paya...	July-Sept 2024	11,712.26		-1,050,101....
10/17/2024	9548	STOWERS MACHL...	21100 - Accounts Paya...		15,365.95		-1,065,467....
10/17/2024	9549	TDEC DSWM	21100 - Accounts Paya...		897.00		-1,066,364....
10/17/2024	9550	TMS INTERNATIO...	21100 - Accounts Paya...		4,275.14		-1,070,639....
10/17/2024	9551	USI CONSULTING ...	21100 - Accounts Paya...	September 2024	2,750.00		-1,073,389....
10/17/2024	9552	VERIZON WIRELE...	21100 - Accounts Paya...		185.87		-1,073,575....

72.48 +  
 1,103.12 +  
 1,210.00 +  
 1,553,175.61 +  
 909.00 +  
 12,460.06 +  
 16,610.75 +  
 534.10 +  
 210.00 +  
 1,229.00 +  
 3,150.00 +  
 5,373.03 +  
 11,712.26 +  
 15,365.95 +  
 897.00 +  
 4,275.14 +  
 2,750.00 +  
 185.87 +  
 1,631,223.37 \*



Morristown-Hamblen County Solid Waste Board

10/18/2024 8:02 AM

Register: 11130 · Operating Account

From 10/18/2024 through 10/18/2024

Sorted by: Date, Type, Number/Ref

<b>Date</b>	<b>Number</b>	<b>Payee</b>	<b>Account</b>	<b>Memo</b>	<b>Payment C</b>	<b>Deposit</b>	<b>Balance</b>
10/18/2024	9553	MORRISTOWN UT...	21100 · Accounts Paya...	004561-022128	6,013.53		-1,391,049....

Morristown-Hamblen County Solid Waste Board

10/31/2024 8:08 AM

Register: 11130 - Operating Account

From 10/31/2024 through 10/31/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
10/31/2024	9554	ACCIDENT FUND I...	21100 - Accounts Paya...		936.50		448,483.31
10/31/2024	9555	AFLAC	21100 - Accounts Paya...		505.17		447,978.14
10/31/2024	9556	BANKCARD CENT...	21100 - Accounts Paya...		643.09		447,335.05
10/31/2024	9557	BOB GARRETT	21100 - Accounts Paya...		200.00		447,135.05
10/31/2024	9558	CHARTER COMM...	21100 - Accounts Paya...		247.87		446,887.18
10/31/2024	9559	CINTAS	21100 - Accounts Paya...		376.96		446,510.22
10/31/2024	9560	DAVID BERRY TR...	21100 - Accounts Paya...		4,070.00		442,440.22
10/31/2024	9561	HAMBLEN COUNT...	21100 - Accounts Paya...		2,729.82		439,710.40
10/31/2024	9562	LIBERTY NATION...	21100 - Accounts Paya...		176.56		439,533.84
10/31/2024	9563	LIBERTY TIRE RE...	21100 - Accounts Paya...		676.90		438,856.94
10/31/2024	9564	MATT LACY-V	21100 - Accounts Paya...		200.00		438,656.94
10/31/2024	9565	MIKE BELL	21100 - Accounts Paya...		200.00		438,456.94
10/31/2024	9566	NAPA AUTO PARTS	21100 - Accounts Paya...		1,810.88		436,646.06
10/31/2024	9567	PATRICK MCGUFF...	21100 - Accounts Paya...		200.00		436,446.06
10/31/2024	9568	ROGERS PETROLE...	21100 - Accounts Paya...		3,478.77		432,967.29
10/31/2024	9569	SFP MORRISTOWN	21100 - Accounts Paya...		1,318.66		431,648.63
10/31/2024	9570	SMOKY MOUNTAI...	21100 - Accounts Paya...		115.88		431,532.75
10/31/2024	9571	STERICYCLE, INC.	21100 - Accounts Paya...		85.59		431,447.16
10/31/2024	9572	STOWERS MACHL...	21100 - Accounts Paya...		243.36		431,203.80
10/31/2024	9573	TIMOTHY L. HOR...	21100 - Accounts Paya...		200.00		431,003.80
10/31/2024	9574	TMS INTERNATIO...	21100 - Accounts Paya...		1,527.41		429,476.39
10/31/2024	9575	TOM RUSH	21100 - Accounts Paya...		200.00		429,276.39
10/31/2024	9576	VENTRUS NORFO...	21100 - Accounts Paya...		200.00		429,076.39
10/31/2024	9577	WILL SLIGER	21100 - Accounts Paya...		200.00		428,876.39

936.50 +	1,318.66 -
505.17 +	115.88 -
643.09 +	85.59 +
200.00 +	243.36 +
247.87 +	200.00 +
376.96 +	1,527.41 -
4,070.00 +	200.00 +
2,729.82 +	200.00 -
176.56 +	200.00 +
676.90 +	20,543.82 +
200.00 +	
200.00 -	
1,810.88	
200.00 +	
3,478.77 +	

Morristown-Hamblen County Solid Waste Board

11/06/2024 10:36 AM

Register: 11130 - Operating Account

From 11/06/2024 through 11/06/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
11/06/2024	9578	ACCIDENT FUND I...	21100 - Accounts Paya...		936.50		498,492.49
11/06/2024	9579	APPALACHIAN EL...	21100 - Accounts Paya...		1,306.00		497,186.49
11/06/2024	9580	CITY OF MORRIST...	21100 - Accounts Paya...		1,103.12		496,083.37
11/06/2024	9581	FOOD CITY	21100 - Accounts Paya...	Thanksgiving g...	200.00		495,883.37
11/06/2024	9582	FUELMAN	21100 - Accounts Paya...		262.95		495,620.42
11/06/2024	9583	HAMBLEN COUNT...	21100 - Accounts Paya...		12,460.06		483,160.36
11/06/2024	9584	ROGERS PETROLE...	21100 - Accounts Paya...		1,880.00		481,280.36
11/06/2024	9585	STOWERS MACHI...	21100 - Accounts Paya...		53,730.20		427,550.16
11/06/2024	9586	WITT UTILITY DIS...	21100 - Accounts Paya...		300.00		427,250.16
11/06/2024	9587	FQS/BEAR EQUIP...	21100 - Accounts Paya...	PO#7494	18,000.00		409,250.16
11/06/2024	9588	STRATE INSURAN...	21100 - Accounts Paya...		850.00		408,400.16

936.50 +  
 1,306.00 +  
 1,103.12 +  
 200.00 +  
 262.95 +  
 12,460.06 +  
 1,880.00 +  
 53,730.20 +  
 300.00 +  
 18,000.00 +  
 850.00 +  
 91,028.83 +

Stephanie Clonce

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**From:** Tom Rush <rush\_thomas@comcast.net>  
**Sent:** Tuesday, November 12, 2024 9:11 AM  
**To:** Stephanie Clonce  
**Subject:** Fwd: Question / SWB Meetings

Sent from my iPhone

Begin forwarded message:

**From:** Chris Capps <cpcapps@cccblaw.com>  
**Date:** October 29, 2024 at 7:06:13 PM EDT  
**To:** Tom Rush <rush\_thomas@comcast.net>  
**Subject:** Re: Question / SWB Meetings

Tom, My hourly rate has increased to \$175 for governmental entities and would charge that hourly rate for time spent at the meeting. It might be that you would know if certain issues on the agenda might be important for me to know about. You could invite me for that meeting and I could schedule as long as I knew a few weeks ahead so that it wouldn't be an every month thing unless that would be thought necessary.

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**From:** Tom Rush <rush\_thomas@comcast.net>  
**Sent:** Tuesday, October 29, 2024 5:24:25 PM  
**To:** Chris Capps <cpcapps@cccblaw.com>  
**Subject:** Question / SWB Meetings

Chris,

I've given some thought to our conversation on Wednesday about possibly having you in attendance at the monthly SWB meetings.

Could you send me a proposal for your fee to attend the meetings? Typically, the meetings will average about an hour. We meet monthly on each third Friday at 9:00 am at the Health Department Building.

Thank you,  
Tom  
Sent from my iPhone



October 30, 2024

Mr. Dennis Barnes  
Morristown-Hamblen Solid Waste  
P. O. Box 2108  
Morristown, TN 37816-2108

RE: Bond Proceeds

Dear Dennis,

After consulting with our bond advisor and local county audit, it is in the County's best interest to retain custody of the remaining bond proceeds related to the Landfill expansion project. The County, being the issuer of the debt, has irrevocably pledged their full faith and credit for this bond issue, and all responsibility for these funds falls to the County. In the current interest rate environment, we are monitoring this bond, as well as our others, for potential arbitrage liability. We have already been through two arbitrage audits to calculate any liability that the County might have. These audits require a detailed listing of expenses by date and corresponding bank statements. Because the County is responsible for this arbitrage liability and providing the documentation for this calculation, it is important that the County maintain these funds. Also, the bond terms dictate that all these proceeds must be spent towards the project listed in the issuance (expansion of the current landfill). If there were to be any excess funds remaining from this bond issue, it is imperative that all the funds be spent on qualified expenses. The County maintaining these funds also guarantees this, as well. In addition to the previous mentioned items, Section 9(a) and 9(b) of Resolution 24-10 that authorized the issuance of the bond for the Landfill, details how the proceeds of the bond shall be disbursed. As stated in these sections, the project fund shall be invested at the direction of the County Mayor in such investments permitted by applicable law. In addition, we have a precedent set in the handling of other bond issues. Specifically, this would include bond issues to the Hamblen County School System. The County holds their bond proceeds as well.

In the letter requesting the remaining bond proceeds be transferred to Landfill, the ability to pay the contractor on a more timely basis was mentioned. The County has tried to issue payment to Landfill for these invoices within the same week as receiving them. If timing is an issue, wiring the funds to Landfill could be an option. The County intends to be as cooperative as possible in fulfilling any invoice obligations in the most productive and timely way possible.

Sincerely,

Chris Cutshaw  
Hamblen County Mayor

**Chris Cutshaw, Hamblen County Mayor**

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.585.4699

[www.HamblenCountyTN.gov](http://www.HamblenCountyTN.gov) • email. [chris.cutshaw@co.hamblen.tn.us](mailto:chris.cutshaw@co.hamblen.tn.us)

STATE OF TENNESSEE

COUNTY OF HAMBLEN

PROPERTY ACCESS AGREEMENT

THIS PROPERTY ACCESS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of January, 2024, by and between Lakeway LandCo, LLC and Lakeway Sanitation & Recycling C&D, LLC, each a Delaware limited liability company (referred to collectively herein as “Lakeway”) and the Hamblen County-Morristown Solid Waste Disposal System, a government entity formed by Hamblen County, Tennessee (the “County”) and the City of Morristown, Tennessee (the “City”) pursuant to an agreement between the County and the City dated July 26, 1988, as amended and restated thereafter (hereinafter “SWDS”).

WITNESSETH:

WHEREAS, Lakeway and SWDS have entered into a Purchase and Sale Agreement, dated May 8, 2023 (the “PSA”), pursuant to which SWDS will purchase a property belonging to Lakeway LandCo, LLC, located in the Fifth Civil District of Hamblen County, Tennessee and designated as Map 057, Parcel 00.01, comprised of approximately 87 acres of real estate, being more particularly described as set out in Exhibit A to this Agreement (the “Property”); and

WHEREAS, Lakeway will continue to own and operate a Class II (Industrial) landfill on a parcel adjacent to the Property (the “Lakeway Class II Landfill”), and will need continued access to a monitoring well on the Property (the “Well”) following SWDS’s acquisition of the Property to conduct the sampling required under Lakeway’s permits for the Lakeway Class II Landfill, as well as maintenance and related activities (collectively, the “Well Sampling Activities”). The Well is identified as MW-1 on the map attached hereto as Exhibit B; and

WHEREAS, Lakeway has requested, and SWDS desires to grant to Lakeway and its consultants, agents and representatives continued access to the Well on the Property to conduct the Well Sampling Activities; and

WHEREAS, the parties desire to define more fully the right of access granted to Lakeway and its consultants to conduct the Well Sampling Activities;

NOW, THEREFORE, in consideration of the payment by Lakeway to SWDS of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the promises and agreements of the parties as described herein, the parties covenant and agree as follows:

- (1) Preamble. The provisions of the preamble set forth above are incorporated into this Agreement by reference as if more fully set forth herein at length and verbatim.
- (2) Covenants of Lakeway. Lakeway hereby covenants and agrees that Lakeway will provide, upon SWDS’s reasonable request, information regarding the Well Sampling Activities. Lakeway,

for itself and its consultants, agents and representatives, covenants and agrees that their activities will be limited to those reasonably necessary to conduct the Well Sampling Activities. Lakeway and its consultants, agents and representatives shall conduct the Well Sampling Activities in such a fashion so as to minimize the impact of the Well Sampling Activities on SWDS's operations on the Property, and will, when reasonably practicable, give SWDS at least two business days' notice before entering onto the Property, which notice need not comply with the delivery requirements of Section 5 herein (telephone or email notice acceptable). Lakeway and its consultants, agents and representatives shall return the Property to its prior condition following their completion of the Well Sampling Activities, and Lakeway shall indemnify, defend and hold harmless SWDS, its agents, successors and assigns, for all claims, damages and losses suffered by SWDS as a result of Lakeway's (or its consultant's, agents' or representatives') presence on the Property in connection with the Well Sampling Activities or their breach of this Agreement.

(3) Covenants of SWDS and Grant of Access:

a. SWDS hereby grants to Lakeway and its consultants, agents and representatives an irrevocable license and a right of access in, over and upon the Property to perform the Well Sampling Activities (the "Access Right").

b. The Access Right shall include the right of Lakeway and its consultants, agents and representatives to go upon the Property at all reasonable times for the purpose of conducting the Well Sampling Activities, subject to the terms of this Agreement, and SWDS, its agents, employees, contractors and designees, shall use the Property in such a manner so as not to interfere with or hinder the Access Right or the Well Sampling Activities in any material way.

c. The Access Right will continue until such time as the Lakeway Class II Landfill reaches the termination of its post-closure care period and any additional custodial care period, as determined by the Tennessee Department of Environment and Conservation, or such earlier time as Lakeway provides notice to SWDS that the Well Sampling Activities are no longer needed. The Access Right shall continue during any suspension of the Well Sampling Activities during the term.

(4) Survivability. This Agreement, and all indemnities, representations, covenants and warranties set forth herein, shall be binding upon and shall inure to the benefit of both Lakeway and SWDS, and their respective, successors and assigns. This Agreement shall survive the closing under the PSA and any subsequent transfer or conveyance of the Property or any portion thereof. At Lakeway's request, SWDS will agree to record evidence of the Access Right (or an easement or other document reflecting the necessary access) with the County real property records at Lakeway's expense.

(5) Notice. All notices or other documents required to be delivered under this Agreement will be given in writing and will be personally delivered, delivered by United States certified mail, return-receipt requested, or by nationally-recognized overnight delivery service to the parties at the addresses listed below. Such notices will be effective as of the time of delivery if personally delivered, as of the date of receipt as referenced by the official receipt of the United States Postal Service if delivered by certified mail, or on the date of receipt as referenced by the records of the

overnight delivery service if delivered by nationally-recognized overnight delivery service. The addresses of the parties are as follows:

If to Lakeway:

Lakeway LandCo, LLC  
3301 Benson Drive, Suite 601  
Raleigh, N.C. 27609  
Fax: (919) 325-3013  
Attn: Legal Department

If to SWDS:

Hamblen County-Morristown Solid Waste Disposal System  
c/o Dennis Barnes, Director  
3489 Sublett Road  
Morristown, Tennessee 37813

It is agreed that either party may hereafter designate another address to which notice may be sent, upon written notice given to the other party in the manner specified above.

(6) Integration. This Agreement constitutes the full and complete agreement of the parties hereof regarding the matters addressed herein.

(7) Modification. This Agreement may not be changed or modified orally, but only by any agreement in writing signed by the parties hereto.

(8) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(9) Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by less than all, put together signed by all the parties hereto.

(10) Governing Law. This Agreement shall be governed and controlled by the internal laws of the Tennessee, which law shall control the validity, interpretation, performance and enforcement of this Agreement.

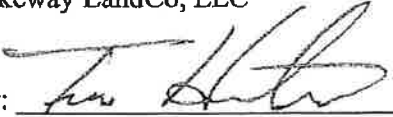
\* \* \*

*[Signature Pages Immediately Follow]*




IN WITNESS WHEREOF, each party hereto has caused this Property Access Agreement to be executed under seal in a legally binding manner as of the date and year first above written.

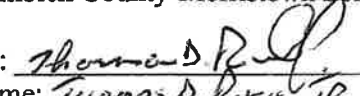
Lakeway LandCo, LLC

By:   
Travis Hitchcock, Regional Vice President

Lakeway Sanitation & Recycling C&D, LLC

By:   
Travis Hitchcock, Regional Vice President

Hamblen County-Morristown Solid Waste Disposal System

By:   
Name: THOMAS D. RUSK, JR.  
Title: BOARD CHAIR

Attest: 

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**EXHIBIT A**

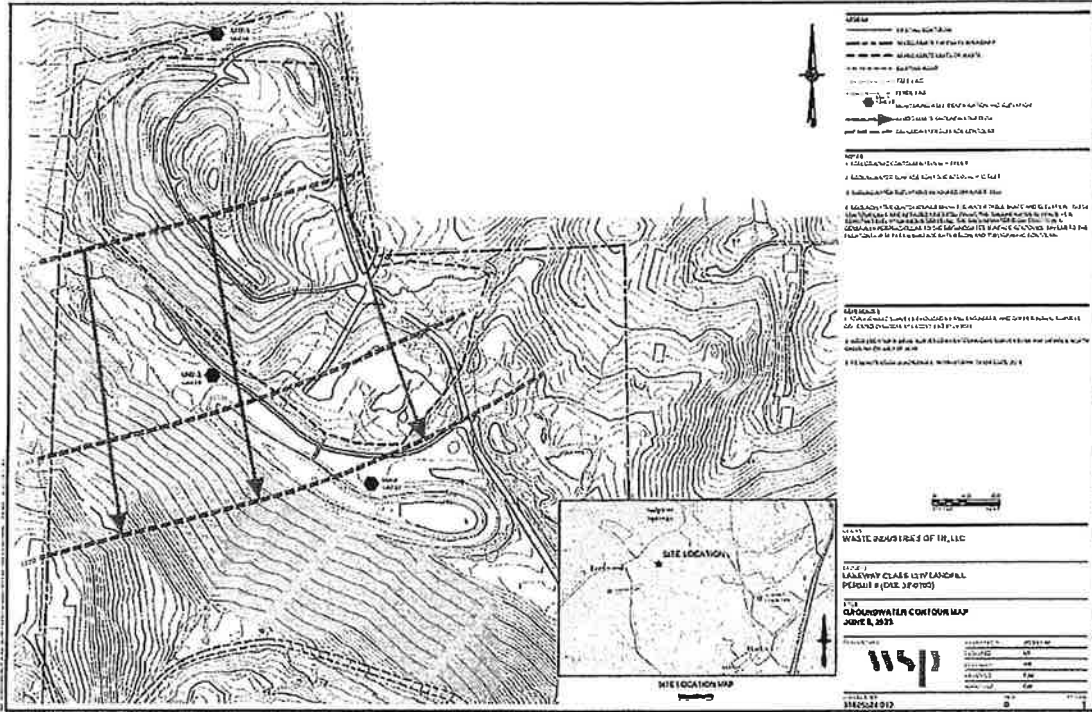
**PROPERTY**

BEING Lot 2 of the Lakeway Landco LLC Resub of Tract 2, as shown by plat of same of record in Plat Cabinet L, Slide L-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.

# EXHIBIT B

## MONITORING WELL



**LEGEND**

- ELEVATION CONTOUR
- MONITORING WELL LOCATION
- PROPERTY BOUNDARY
- ROAD
- CREEK
- FENCE
- UTILITY
- MONITORING WELL LOCATION

**NOTES**

1. THIS MAP IS A CONTOUR MAP OF THE SITE.
2. ELEVATION CONTOURS ARE SHOWN AT 5' INTERVALS.
3. MONITORING WELL LOCATIONS ARE SHOWN AS BLACK DOTS.
4. THIS MAP IS A CONTOUR MAP OF THE SITE. IT IS NOT A PHOTOGRAPHIC MAP. IT IS A CONTOUR MAP OF THE SITE. IT IS NOT A PHOTOGRAPHIC MAP. IT IS A CONTOUR MAP OF THE SITE.

**REFERENCES**

1. AERIAL PHOTOGRAPHS OF THE SITE, DATED 2010.
2. AERIAL PHOTOGRAPHS OF THE SITE, DATED 2010.
3. AERIAL PHOTOGRAPHS OF THE SITE, DATED 2010.

**SCALE**

1" = 100'

**WASTE INDUSTRIES OF TN, LLC**

**LANDFILL CLASS 137Y LANDFILL**

**PERMIT # (DLR 201001)**

**GASFLOWER CONTOUR MAP**

**JUNE 8, 2011**

**157**

**PROJECT #**

**DATE**

**BY**

**CHECKED BY**

**DATE**

**SCALE**

**1:1000**



STATE OF TENNESSEE  
**DEPARTMENT OF ENVIRONMENT AND CONSERVATION**  
Division of Solid Waste Management  
Davy Crockett Tower, 7<sup>th</sup> Floor  
500 James Robertson Parkway  
Nashville, Tennessee 37243

October 9, 2024

Mr. Tom Rush, Chair  
Hamblen County Municipal Solid Waste Region  
3080 Chucky River Road  
Morristown, TN 37813

**CERTIFIED MAIL**  
**# 9589 0710 5270 1293 2249 96**  
**RETURN RECEIPT REQUESTED**

**Subject: State Waste Reduction and Diversion Goal - Hamblen County**

Dear Mr. Rush,

Tennessee Department of Environment and Conservation (TDEC) Division of Solid Waste Management (DSWM) is pleased to inform you that the Hamblen County Municipal Solid Waste Region achieved the 25% waste reduction and diversion goal as presented in Tennessee Code Annotated (TCA) §68-211-861 and Tennessee Solid Waste Processing and Disposal Rule (TN Rule) 0400-11-01-.09.

According to the solid waste and diversion data gathered as part of the 2023 Annual Progress Report, the region achieved a 58% diversion rate. DSWM also received the yearly update to the region's 10-year solid waste plan.

If you should have any questions, please contact Amy Katcher at 423-377-3373 or by email at [Amy.Katcher@tn.gov](mailto:Amy.Katcher@tn.gov).

Sincerely,

A handwritten signature in cursive script that reads "Amy Katcher".

Amy Katcher  
Materials Management Program Manager

cc: Bill Brittain, County Mayor  
Dennis Barnes, Solid Waste Director  
John LeCroy, Regional Director of External Affairs  
Lisa A. Hughey, CHMM, Director, DSWM

Dear Staff + Board,

Thank you so much for the mixed flower bouquet with the fish in it in recognition of Keith's passing. I appreciate all you did for him and us during his illness as well as the prayers. Please keep those coming as I process his loss.

Sincerely,  
Rosemary

*Thank you*

The family of

**R. Keith Jackson**

would like to thank you for the cards, flowers, and kind expressions of sympathy shown following his passing.

Your support at this difficult time was very much appreciated and a great comfort to all of the family.