

Hamblen County/Morristown Solid Waste Agenda

September 19, 2025

Hamblen County Health Department Conference Room

Meeting Called To Order-Tom Rush

Public Comment/General Public Forum:

Approval of Board Minutes-Tom Rush

Financial Report-Amy Hemminger and Tom Rush

1. Review financials

Manager's Report-Dennis Barnes

1. TDEC Inspection

Engineer's Report-Save Bostic

1. Landfill Project's Progress

Unfinished Business-Tom Rush

1. Update on capital outlay note to purchase the new Caterpillar D6 Dozer
2. New LGIP subaccount for capital outlay note proceeds and related interest earned for purchasing the new Caterpillar D6 Dozer

New Business:

Adjournment-Tom Rush

Hamblen County/Morristown Solid Waste Board of Directors Meeting

Minutes: August 15, 2025

Hamblen County Health Department Conference Room

Board Members Present: Tom Rush-Chairman, Patrick McGuffin-Vice Chairman, Chris Cutshaw-(Ex-Officio/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, Matt Davis, Mike Richardson, Chris Capps, 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. Horner made the motion to approve the July 18, 2025 minutes, and Mr. Norfolk seconded the motion with all board members in favor.

Financial Report: Amy Hemminger and Tom Rush

1. Review of July Financials- Ms. Hemminger reminded the board that the first quarter of 2025 tipping fees were transferred at the end of June, the first of July so those are all reflected in the balances of LGIP. The debt service fees were not transferred because the payment made in June on debt service was in excess of the tipping fees. The board was reminded that adjustments for audit have not been made and will be made in the coming weeks.
2. Mr. Rush stated that the interest rates at First Horizon and LGIP are 2.15% and 4.28%, respectively.

Manager's Report: Dennis Barnes

1. The TDEC inspection was done by our new inspector, Lew Haynes, with little to no complaints.
2. Mr. Barnes stated that our equipment is getting critical. We have four machines down at this time, and they cannot be fixed overnight. The parts and equipment are worn out,

Hamblen County/Morristown Solid Waste Board of Directors Meeting

Minutes: August 15, 2025

Hamblen County Health Department Conference Room

and it is going to cost a lot to repair it to get us by. The new dozer is still about 5 months or more out.

3. Mr. Barnes stated that we had a fire in Class III this month, and the cause was a vape battery. The fire was taken off the dump surface to contain.

Engineer's Report: Steve Bostic & Matt Davis

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

Mr. Bostic stated that Mr. Barnes needs to get the pump station wet wells cleaned out to attempt to keep the suspended solids down.

Mr. Sliger asked Mr. Bostic what date would come into play for the fourth new well-sample. Mr. Lacy stated that everything should be done before the last well sampling is taken. Mr. Bostic stated that maybe January 2026 we would have a meeting with TDEC to find out the date that the permit will be issued. Mr. Bostic and Mr. Davis stated that a couple of items connected to the leachate, future PFAS treatment and required storage. Morristown Utilities also requires storage that will maintain the maximum daily permitted flow into their system. An area can be graded that could be used for future treatment facilities adjacent to the storage tanks. If we do this, we will have the basics done. Mr. Sliger stated that we have 10 to 14 days, the rule is 30 days but try 14 days to hold leachate storage. Mr. Bostic stated that the storage tanks would also be used to limit the flow to MU to the max discharge, help with settle solids concentrations and an aerator could be added to one of the tanks to help with the ammonia concentrations. We will share the cost for the tanks with the board members when available. Mr. Sliger stated that he questions why TDEC is questioning tying the new leachate line into the French drain.

Unfinished Business: Tom Rush

1. Mr. Rush stated that all the board members had been given a copy of the new ACH/Credit disbursement to fill out if they would like their checks deposited directly into their account.

New Business: None

Adjournment: Tom Rush

Mr. Lacy made a motion to adjourn the meeting, and Mr. Sliger seconded the motion will all board members in favor.

Hamblen County/Morristown Solid Waste Board of Directors Meeting

Minutes: August 15, 2025

Hamblen County Health Department Conference Room

Mr. Rush adjourned the meeting at 9:30 a.m.

Tom Rush-Chairman

Chris Cutshaw-Mayor

Morristown-Hamblen County Solid Waste Board

08/14/2025 10:44 AM

Register: 11130 - Operating Account

From 08/15/2025 through 08/15/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
08/15/2025	10044	A-Z OFFICE RESO...	21100 - Accounts Paya...		24.00		406,416.56
08/15/2025	10045	CITIZEN TRIBUNE...	21100 - Accounts Paya...		209.00		406,207.56
08/15/2025	10046	CITY ELECTRIC S...	21100 - Accounts Paya...		215.00		405,992.56
08/15/2025	10047	CITY OF MORRIST...	21100 - Accounts Paya...		1,101.30		404,891.26
08/15/2025	10048	HAMBLEN COUNT...	21100 - Accounts Paya...		12,510.06		392,381.20
08/15/2025	10049	LDA ENGINEERIN...	21100 - Accounts Paya...		5,363.75		387,017.45
08/15/2025	10050	LIBERTY TIRE RE...	21100 - Accounts Paya...		545.30		386,472.15
08/15/2025	10051	NAPA AUTO PARTS	21100 - Accounts Paya...		34.56		386,437.59
08/15/2025	10052	PDS CONSULTING	21100 - Accounts Paya...		1,236.20		385,201.39
08/15/2025	10053	PITNEY BOWES B...	21100 - Accounts Paya...		159.99		385,041.40
08/15/2025	10054	PURKEY,CARTER,...	21100 - Accounts Paya...	PO#	3,616.00		381,425.40
08/15/2025	10055	ROGERS PETROLE...	21100 - Accounts Paya...		2,712.71		378,712.69
08/15/2025	10056	STOWERS MACHI...	21100 - Accounts Paya...	PO#7608	336.90		378,375.79
08/15/2025	10057	VERIZON WIRELE...	21100 - Accounts Paya...		225.88		378,149.91

24.00
209.00
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225.88

Morristown-Hamblen County Solid Waste Board

08/27/2025 7:50 AM

Register: 11130 - Operating Account

From 08/29/2025 through 08/29/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/29/2025	10058	AFLAC	21100 - Accounts Paya...		610.04			383,757.38
08/29/2025	10059	BOB GARRETT	21100 - Accounts Paya...		200.00			383,557.38
08/29/2025	10060	CAPPS & BYRD, LLP	21100 - Accounts Paya...		271.25			383,286.13
08/29/2025	10061	DAVID BERRY TR...	21100 - Accounts Paya...		5,060.00			378,226.13
08/29/2025	10062	FAIRBANKS SCAL...	21100 - Accounts Paya...		929.00			377,297.13
08/29/2025	10063	MATT LACY-V	21100 - Accounts Paya...		200.00			377,097.13
08/29/2025	10064	MIKE BELL	21100 - Accounts Paya...		200.00			376,897.13
08/29/2025	10065	MORRISTOWN UT...	21100 - Accounts Paya...	004561-022128	2,969.25			373,927.88
08/29/2025	10066	NAPA AUTO PARTS	21100 - Accounts Paya...		45.38			373,882.50
08/29/2025	10067	PATRICK MCGUFF...	21100 - Accounts Paya...		200.00			373,682.50
08/29/2025	10068	PRYOR LEARNING...	21100 - Accounts Paya...		229.00			373,453.50
08/29/2025	10069	ROGERS PETROLE...	21100 - Accounts Paya...		2,397.74			371,055.76
08/29/2025	10070	STERICYCLE, INC.	21100 - Accounts Paya...		89.88			370,965.88
08/29/2025	10071	STOWERS MACHI...	21100 - Accounts Paya...	PO#7609	850.64			370,115.24
08/29/2025	10072	TIMOTHY L. HOR...	21100 - Accounts Paya...		200.00			369,915.24
08/29/2025	10073	TMS INTERNATIO...	21100 - Accounts Paya...		2,240.25			367,674.99
08/29/2025	10074	TOM RUSH	21100 - Accounts Paya...		200.00			367,474.99
08/29/2025	10075	VENTRUS NORFO...	21100 - Accounts Paya...		200.00			367,274.99
08/29/2025	10076	WESTROCK KNOX...	21100 - Accounts Paya...		7,200.00			360,074.99
08/29/2025	10077	WILL SLIGER	21100 - Accounts Paya...		200.00			359,874.99
08/29/2025	10078	WITT UTILITY DIS...	21100 - Accounts Paya...		150.00			359,724.99

610.04 -
 200.00 -
 271.25 -
 5,060.00 -
 929.00 -
 200.00 -
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 2,397.74 -
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 200.00 -
 150.00 +
 24,642.43

Morristown-Hamblen County Solid Waste Board

09/10/2025 8:06 AM

Register: 11130 - Operating Account

From 09/10/2025 through 09/10/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
09/10/2025	10079	ACCIDENT FUND I...	21100 - Accounts Paya...		931.40		573,374.98
09/10/2025	10080	AFFILIATED ELEC...	21100 - Accounts Paya...		125.00		573,249.98
09/10/2025	10081	APPALACHIAN EL...	21100 - Accounts Paya...		1,340.87		571,909.11
09/10/2025	10082	BANKCARD CENT...	21100 - Accounts Paya...		1,055.88		570,853.23
09/10/2025	10083	CANON Solutio...	21100 - Accounts Paya...		57.62		570,795.61
09/10/2025	10084	CHARTER COMM...	21100 - Accounts Paya...		268.90		570,526.71
09/10/2025	10085	CINTAS	21100 - Accounts Paya...		874.93		569,651.78
09/10/2025	10086	DAVID BERRY TR...	21100 - Accounts Paya...		2,970.00		566,681.78
09/10/2025	10087	FUELMAN	21100 - Accounts Paya...		219.39		566,462.39
09/10/2025	10088	LDA ENGINEERIN...	21100 - Accounts Paya...		9,800.00		556,662.39
09/10/2025	10089	LIBERTY NATION...	21100 - Accounts Paya...		257.90		556,404.49
09/10/2025	10090	NAPA AUTO PARTS	21100 - Accounts Paya...		2,141.58		554,262.91
09/10/2025	10091	ROGERS PETROLE...	21100 - Accounts Paya...		5,481.29		548,781.62
09/10/2025	10092	TMS INTERNATIO...	21100 - Accounts Paya...		3,534.25		545,247.37
09/10/2025	10093	VERIZON WIRELE...	21100 - Accounts Paya...		112.09		545,135.28

931.40 +
 125.00 +
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 268.90 +
 874.93 +
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Morristown-Hamblen County Solid Waste Board

09/10/2025 12:07 PM

Register: 11130 · Operating Account

From 09/10/2025 through 09/10/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
09/10/2025	10079	ACCIDENT FUND I...	21100 · Accounts Paya...		931.40		573,374.98
09/10/2025	10080	AFFILIATED ELEC...	21100 · Accounts Paya...		125.00		573,249.98
09/10/2025	10081	APPALACHIAN EL...	21100 · Accounts Paya...		1,340.87		571,909.11
09/10/2025	10082	BANKCARD CENT...	21100 · Accounts Paya...		1,055.88		570,853.23
09/10/2025	10083	CANON Solutio...	21100 · Accounts Paya...		57.62		570,795.61
09/10/2025	10084	CHARTER COMM...	21100 · Accounts Paya...		268.90		570,526.71
09/10/2025	10085	CINTAS	21100 · Accounts Paya...		874.93		569,651.78
09/10/2025	10086	DAVID BERRY TR...	21100 · Accounts Paya...		2,970.00		566,681.78
09/10/2025	10087	FUELMAN	21100 · Accounts Paya...		219.39		566,462.39
09/10/2025	10088	LDA ENGINEERIN...	21100 · Accounts Paya...		9,800.00		556,662.39
09/10/2025	10089	LIBERTY NATION...	21100 · Accounts Paya...		257.90		556,404.49
09/10/2025	10090	NAPA AUTO PARTS	21100 · Accounts Paya...		2,141.58		554,262.91
09/10/2025	10091	ROGERS PETROLE...	21100 · Accounts Paya...		5,481.29		548,781.62
09/10/2025	10092	TMS INTERNATIO...	21100 · Accounts Paya...		3,534.25		545,247.37
09/10/2025	10093	VERIZON WIRELE...	21100 · Accounts Paya...		112.09		545,135.28
09/10/2025	10094	CANON Solutio...	21100 · Accounts Paya...	additional charge	19.98		545,115.30

BankCard Center
Card Statement



Account Number XXXX XXXX XXXX 0792

Statement for Period: July 25, 2025 to August 24, 2025

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	\$1,627.32	\$1,055.88	\$0.00	\$0.00	\$0.00	\$1,627.32	\$1,055.88

FINANCE CHARGE SUMMARY				
	Average Daily Balance	Monthly Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES	\$0.00	1.116%(V)	13.40% (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.				

CUSTOMER SERVICE CALL 1-800-382-5465 LOST/STOLEN CARDS CALL 1-800-382-5465 SEND BILLING INQUIRIES TO BANKCARD CENTER P.O. BOX 1545 MEMPHIS, TN 38101-1545	ACCOUNT NUMBER XXXX XXXX XXXX 0792	ACCOUNT SUMMARY	
	STATEMENT DATE 08/24/25 CREDIT LIMIT \$5,000.00 AVAILABLE CREDIT* \$3,944.00 PAST DUE \$0.00 OVERLIMIT \$0.00 DISPUTED AMOUNT \$0.00 AMOUNT DUE \$53.00 PAYMENT DUE DATE 09/18/25 * Amount reflected in whole dollars only	PREVIOUS BALANCE \$1,627.32 PURCHASES & OTHER CHARGES \$1,055.88 CASH ADVANCES \$0.00 CASH ADVANCE FEES \$0.00 LATE PAYMENT CHARGE \$0.00 FINANCE CHARGE \$0.00 CREDITS \$0.00 PAYMENTS \$1,627.32 NEW BALANCE \$1,055.88	

1122 0001 GSH 001 7 24 250824 0 PAGE 1 of 2 10 4015 9000 CM02 4249

↑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 09-18-25
AMOUNT DUE \$53.00
NEW BALANCE \$1,055.88

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

AMOUNT ENCLOSED
\$ 1055.88

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

4249
N202

4798494100200792 0005300 0105588

DENNIS R BARNES		XXXX XXXX XXXX 0792			
Statement Date	08/24/25	Credit Limit	\$5,000.00	Cash Advance Balance	\$0.00
Payment Due Date	09/18/25	Available Credit	\$3,944.00	Amount Due	\$53.00
New Balance	\$1,055.88				

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-presentment of that transaction) and does not provide for any additional debits.

Post Date	Tran Date	Transaction Description	Amount
07-27	07-25	RTK MOBILE RTKMOBILE.COM UT	\$25.00
08-01	08-01	AMAZON MKTPL*JB41Q24U3 Amzn.com/bill WA	\$53.18
08-01	08-01	AMAZON MKTPL*HQ5VK87O3 Amzn.com/bill WA	\$39.90
08-03	08-01	Amazon.com*L79453BD3 Amzn.com/bill WA	\$35.21
08-04	08-04	PAYMENT - THANK YOU MEMPHIS TN	-\$1,627.32 PY
08-17	08-16	AMAZON MKTPL*7M68N9AC3 Amzn.com/bill WA	\$33.98
08-17	08-16	AMAZON MKTPL*5B68R5S03 Amzn.com/bill WA	\$61.34
08-19	08-18	HARBOR FREIGHT TOOLS 611 MORRISTOWN TN	\$665.96
08-22	08-20	OFFICE DEPOT #1214 800-463-3768 GA	\$141.31



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND
CONSERVATION
DIVISION OF SOLID WASTE MANAGEMENT
DAVY CROCKETT TOWER, 7TH FLOOR
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243

RECEIVED
AUG 25 2025

Initial Inspection

CHECK IF UNDER
ENFORCEMENT
ACTION ☐

BY: _____

DATE

8/21/2025

TIME

11:00

WEATHER

85F Cloudy

CLASS I FACILITY INSPECTION CHECKLIST

Morristown Balefill Landfill SNL320000152 3849 Sublett Road Hamblen

EFO

KNOX

*SEE DISCLAIMER ON LAST PAGE

VIOLATION	REGULATION	OBSERVATION			
		NVO	AOC	V1	V2
RECORDS AND REPORTS					
CERTIFIED PERSONNEL NOT PRESENT DURING OPERATING HOURS	0400-11-01-.04(2)(b)5.	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					
TRAINED PERSONNEL NOT PRESENT DURING OPERATING HOURS	0400-11-01-.04(2)(b)5. 0400-11-01-.04(2)(b)4.	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					
PERMITS, PLANS, OPERATING MANUAL NOT AVAILABLE	0400-11-01-.02(5)(a)(7).	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					
INADEQUATE RANDOM INSPECTION PROGRAM	0400-11-01-.04(2)(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					
NO OPERATING SCALES AND/OR FAILURE TO MAINTAIN WASTE RECORDS	T.C.A. 68-211-862(a)(b)(1)(2)	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					
OPERATION DOES NOT CORRESPOND WITH ENGINEERING PLANS	T.C.A. 68-211-104(3) T.C.A. 68-211-105(b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					
OPERATION DOES NOT CORRESPOND WITH PERMIT CONDITIONS	T.C.A. 68-211-104(3) 0400-11-01-.02(5)(a)1.	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					

*SEE DISCLAIMER ON LAST PAGE			
VIOLATION		REGULATION	OBSERVATION NVO AOC V1 V2
GENERAL FACILITY STANDARDS			
ACCESS NOT LIMITED TO OPERATING HOURS		0400-11-01-.04(2)(a)4.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
INADEQUATE INFORMATION SIGNS		0400-11-01-.04(2)(b)2	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
INADEQUATE ARTIFICIAL OR NATURAL BARRIER		0400-11-01-.04(2)(b)1.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
INADEQUATE EMPLOYEE FACILITIES		0400-11-01-.04(2)(e)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
UNSATISFACTORY ACCESS ROAD(S)/ PARKING AREA(S)		0400-11-01-.04(2)(b)3.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
NO COMMUNICATION DEVICES		0400-11-01-.04(2)(f)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
INADEQUATE FIRE PROTECTION		0400-11-01-.04(2)(c)2.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
NO PERMANENT BENCHMARK		0400-11-01-.04(2)(o)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
BUFFER ZONE STANDARD VIOLATED		0400-11-01-.04(3)(a)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			

*SEE DISCLAIMER ON LAST PAGE			
VIOLATION		REGULATION	OBSERVATION NVO AOC V1 V2
OVERALL PERFORMANCE STANDARDS			
UNSATISFACTORY LITTER CONTROL		0400-11-01-.04(2)(d)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
INADEQUATE DUST CONTROL		0400-11-01-.04(2)(j)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
INADEQUATE VECTOR CONTROL		0400-11-01-.04(2)(a)1.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
POTENTIAL FOR EXPLOSIONS OR UNCONTROLLED FIRES		0400-11-01-.04(2)(a)2. 0400-11-01-.04(5)(a)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
UNAPPROVED SALVAGING OF WASTE		0400-11-01-.04(2)(b)6.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
LEACHATE MANAGEMENT			
LEACHATE OBSERVED AT THE SITE		0400-11-01-.04(2)(a)(3).	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> NA NA <input type="checkbox"/>
*LEACHATE ON EXTERNAL SLOPE *LEACHATE ENTERING RUN-OFF *LEACHATE ENTERING A WATER COURSE			
COMMENTS			
INADEQUATE MAINTENANCE OF LEACHATE MANAGEMENT SYSTEM (Inspector check and record (i) Sump Levels (ii) Interception surfaces and piping (iii) Tanks. "Sumps: <12" NVO, 12"<36" V1, >36" V2")		0400-11-01-.04(2)(a)(3). 0400-11-01-.04(4)(a)7.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
Leachate Improperly Managed		0400-11-01-.04(4)(a)8.(i-iii)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			

*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION	OBSERVATION	
			NVO	AOC V1 V2
LEACHATE MANAGEMENT				
INADEQUATE LEACHATE COLLECTION SYSTEM		0400-11-01-.04(4)(a)7.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
EROSION CONTROL				
INADEQUATE EROSION CONTROL		0400-11-01-.04(2)(i)6. & 0400-11-01-.04(8)(c)4(ii)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
INADEQUATE MAINTENANCE OF RUN-ON/RUN-OFF SYSTEM(S)		0400-11-01-.04(2)(i)1-5 0400-11-01-.04(8)(c)4(i)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
EXPOSED SOLID WASTE		0400-11-01-.04(2)(a)3.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
GAS AND GROUNDWATER MIGRATION				
INADEQUATE GAS MIGRATION CONTROL SYSTEM		0400-11-01-.04(5)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
INADEQUATE MAINTENANCE OF GAS MIGRATION CONTROL SYSTEM		0400-11-01-.04(5)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
GROUNDWATER MONITORING SYSTEM IMPROPERLY MAINTAINED		0400-11-01-.02(5)(a)4.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
COVER REQUIREMENTS				
UNAVAILABILITY OF COVER MATERIAL		0400-11-01-.04(2)(h)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
UNSATISFACTORY INITIAL COVER		0400-11-01-.04(6)(a)3. 0400-11-01-.04(6)(a)5.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				

*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION	OBSERVATION	
			NVO	AOC V1 V2
COVER REQUIREMENTS				
UNSATISFACTORY INTERMEDIATE COVER		0400-11-01-.04(6)(a)4. 0400-11-01-.04(6)(a)5.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
UNSATISFACTORY FINAL COVER		0400-11-01-.04(6)(a)6. 0400-11-01-.04(8)(c)3(i)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
UNSATISFACTORY STABILIZATION OF COVER		0400-11-01-.04(6)(a)5	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMMENTS	Recent severe weather events caused special places of damage that will need to be addressed.			
OPERATIONS AND WASTE HANDLING				
INADEQUATE OPERATING EQUIPMENT		0400-11-01-.04(2)(g)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMMENTS	The number of major equipment items that were down for maintenance during inspection will need to be addressed. Permit requires a full set of equipment in operation to remain in compliance.			
UNAVAILABILITY OF BACKUP EQUIPMENT		0400-11-01-.04(2)(g)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMMENTS	The number of major equipment items that were down for maintenance during inspection will need to be addressed. Permit requires a full set of equipment in operation to remain in compliance.			
WASTE NOT CONFINED TO A MANAGEABLE AREA		0400-11-01-.04(6)(a)1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
IMPROPER SPREADING OF WASTE		0400-11-01-.04(6)(a)2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
IMPROPER COMPACTING OF WASTE		0400-11-01-.04(6)(a)2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				

*SEE DISCLAIMER ON LAST PAGE			
VIOLATION		REGULATION	OBSERVATION NVO AOC V1 V2
OPERATIONS AND WASTE HANDLING			
MISHANDLING OF SPECIAL WASTE		0400-11-01-.01(4)(d)1.	<input checked="" type="checkbox"/> NA <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
EVIDENCE OF OPEN BURNING		0400-11-01-.04(2)(c)1.	<input checked="" type="checkbox"/> NA <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
DUMPING OF WASTE INTO WATER		0400-11-01-.04 (2)(a)3.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
WASTE RESTRICTIONS			
UNAUTHORIZED WASTE ACCEPTED		0400-11-01-.04(2)(k)1.	<input checked="" type="checkbox"/> NA <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
UNAPPROVED SPECIAL WASTE ACCEPTED		0400-11-01-.01(4)(b) 0400-11-01-.01(4)(c)5	<input checked="" type="checkbox"/> NA <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
DEAD ANIMALS IMPROPERLY HANDLED		0400-11-01-.04(2)(k)5.(ii) (I-III)	<input checked="" type="checkbox"/> NA <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
TIRES IMPROPERLY HANDLED		0400-11-01-.04(2)(k)3.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
MEDICAL WASTE IMPROPERLY HANDLED		0400-11-01-.04(2)(k)4.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			

LEACHATE LEVELS

**Disclaimer:*

The information contained in the checklists is not intended to be all inclusive and is subject to change, and are intended solely for use by Division of Solid Waste Management. These checklists are not a substitute for evaluation of compliance in accordance with applicable laws and regulations, and are not intended for, nor can they be relied upon, to create any rights, substantive or procedural, enforceable or usable by any party in litigation with the State of Tennessee or its employees.

SAVE FORM

Follow-Up Inspection Date

Inspector Name

Lewis L Haynes IV

Digitally signed by Lewis L Haynes IV
Date: 2025.08.22 12:13:16 -04'00'

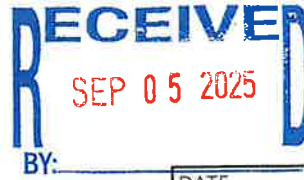
ADDITIONAL COMMENTS



Kornstown TN 37093
United States
2025-08-23
11:44



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND
CONSERVATION
DIVISION OF SOLID WASTE MANAGEMENT
DAVY CROCKETT TOWER, 7TH FLOOR
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243



Initial Inspection

CHECK IF UNDER
ENFORCEMENT
ACTION ☐

BY:

DATE

9/2/2025

TIME

13:05

WEATHER

85F Rainy

CLASS I FACILITY INSPECTION CHECKLIST

EFO

KNOX

Morristown Balefill Landfill SNL320000152 3849 Sublett Road Hamblen

*SEE DISCLAIMER ON LAST PAGE

VIOLATION	REGULATION	OBSERVATION			
		NVO	AOC	V1	V2
RECORDS AND REPORTS					
CERTIFIED PERSONNEL NOT PRESENT DURING OPERATING HOURS	0400-11-01-.04(2)(b)5.	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					
TRAINED PERSONNEL NOT PRESENT DURING OPERATING HOURS	0400-11-01-.04(2)(b)5. 0400-11-01-.04(2)(b)4.	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					
PERMITS, PLANS, OPERATING MANUAL NOT AVAILABLE	0400-11-01-.02(5)(a)(7).	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					
INADEQUATE RANDOM INSPECTION PROGRAM	0400-11-01-.04(2)(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					
NO OPERATING SCALES AND/OR FAILURE TO MAINTAIN WASTE RECORDS	T.C.A. 68-211-862(a)(b)(1)(2)	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					
OPERATION DOES NOT CORRESPOND WITH ENGINEERING PLANS	T.C.A. 68-211-104(3) T.C.A. 68-211-105(b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					
OPERATION DOES NOT CORRESPOND WITH PERMIT CONDITIONS	T.C.A. 68-211-104(3) 0400-11-01-.02(5)(a)1.	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS					

*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION	OBSERVATION	
			NVO	AOC V1 V2
GENERAL FACILITY STANDARDS				
ACCESS NOT LIMITED TO OPERATING HOURS		0400-11-01-.04(2)(a)4.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
INADEQUATE INFORMATION SIGNS		0400-11-01-.04(2)(b)2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
INADEQUATE ARTIFICIAL OR NATURAL BARRIER		0400-11-01-.04(2)(b)1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
INADEQUATE EMPLOYEE FACILITIES		0400-11-01-.04(2)(e)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
UNSATISFACTORY ACCESS ROAD(S)/ PARKING AREA(S)		0400-11-01-.04(2)(b)3.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
NO COMMUNICATION DEVICES		0400-11-01-.04(2)(f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
INADEQUATE FIRE PROTECTION		0400-11-01-.04(2)(c)2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
NO PERMANENT BENCHMARK		0400-11-01-.04(2)(o)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
BUFFER ZONE STANDARD VIOLATED		0400-11-01-.04(3)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				

*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION	OBSERVATION	
			NVO	AOC V1 V2
OVERALL PERFORMANCE STANDARDS				
UNSATISFACTORY LITTER CONTROL		0400-11-01-.04(2)(d)	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
INADEQUATE DUST CONTROL		0400-11-01-.04(2)(j)	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
INADEQUATE VECTOR CONTROL		0400-11-01-.04(2)(a)1.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
POTENTIAL FOR EXPLOSIONS OR UNCONTROLLED FIRES		0400-11-01-.04(2)(a)2. 0400-11-01-.04(5)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
UNAPPROVED SALVAGING OF WASTE		0400-11-01-.04(2)(b)6.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
LEACHATE MANAGEMENT				
LEACHATE OBSERVED AT THE SITE		0400-11-01-.04(2)(a)(3).	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
*LEACHATE ON EXTERNAL SLOPE			<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
*LEACHATE ENTERING RUN-OFF			<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
*LEACHATE ENTERING A WATER COURSE			<input checked="" type="checkbox"/>	NA NA <input type="checkbox"/>
COMMENTS				
INADEQUATE MAINTENANCE OF LEACHATE MANAGEMENT SYSTEM (Inspector check and record (i) Sump Levels (ii) Interception surfaces and piping (iii) Tanks. "Sumps: <12" NVO, 12"<36" V1, >36" V2")		0400-11-01-.04(2)(a)(3). 0400-11-01-.04(4)(a)7.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
Leachate Improperly Managed		0400-11-01-.04(4)(a)8.(i-iii)	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				

VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
LEACHATE MANAGEMENT						
INADEQUATE LEACHATE COLLECTION SYSTEM		0400-11-01-.04(4)(a)7.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
EROSION CONTROL						
INADEQUATE EROSION CONTROL		0400-11-01-.04(2)(i)6. & 0400-11-01-.04(8)(c)4(ii)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
INADEQUATE MAINTENANCE OF RUN-ON/RUN-OFF SYSTEM(S)		0400-11-01-.04(2)(i)1-5 0400-11-01-.04(8)(c)4(i)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
EXPOSED SOLID WASTE		0400-11-01-.04(2)(a)(3).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
GAS AND GROUNDWATER MIGRATION						
INADEQUATE GAS MIGRATION CONTROL SYSTEM		0400-11-01-.04(5)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
INADEQUATE MAINTENANCE OF GAS MIGRATION CONTROL SYSTEM		0400-11-01-.04(5)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
GROUNDWATER MONITORING SYSTEM IMPROPERLY MAINTAINED		0400-11-01-.02(5)(a)4.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
COVER REQUIREMENTS						
UNAVAILABILITY OF COVER MATERIAL		0400-11-01-.04(2)(h)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
UNSATISFACTORY INITIAL COVER		0400-11-01-.04(6)(a)3. 0400-11-01-.04(6)(a)5.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						

*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION	OBSERVATION	
			NVO	AOC V1 V2
COVER REQUIREMENTS				
UNSATISFACTORY INTERMEDIATE COVER		0400-11-01-.04(6)(a)4. 0400-11-01-.04(6)(a)5.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
UNSATISFACTORY FINAL COVER		0400-11-01-.04(6)(a)6. 0400-11-01-.04(8)(c)3(i)	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
UNSATISFACTORY STABILIZATION OF COVER		0400-11-01-.04(6)(a)5	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
OPERATIONS AND WASTE HANDLING				
INADEQUATE OPERATING EQUIPMENT		0400-11-01-.04(2)(g)	<input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS	The number of major equipment items that were down for maintenance during inspection will need to be addressed. Permit requires a full set of equipment in operation to remain in compliance. Inspector was informed that additional equipment is being purchased.			
UNAVAILABILITY OF BACKUP EQUIPMENT		0400-11-01-.04(2)(g)	<input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS	The number of major equipment items that were down for maintenance during inspection will need to be addressed. Permit requires a full set of equipment in operation to remain in compliance. Inspector was informed that additional equipment is being purchased.			
WASTE NOT CONFINED TO A MANAGEABLE AREA		0400-11-01-.04(6)(a)1.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
IMPROPER SPREADING OF WASTE		0400-11-01-.04(6)(a)2.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
IMPROPER COMPACTING OF WASTE		0400-11-01-.04(6)(a)2.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				

*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION	OBSERVATION NVO AOC V1 V2	
OPERATIONS AND WASTE HANDLING				
MISHANDLING OF SPECIAL WASTE		0400-11-01-.01(4)(d)1.	<input checked="" type="checkbox"/> NA	<input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
EVIDENCE OF OPEN BURNING		0400-11-01-.04(2)(c)1.	<input checked="" type="checkbox"/> NA	<input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
DUMPING OF WASTE INTO WATER		0400-11-01-.04 (2)(a)3.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
WASTE RESTRICTIONS				
UNAUTHORIZED WASTE ACCEPTED		0400-11-01-.04(2)(k)1.	<input checked="" type="checkbox"/> NA	<input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
UNAPPROVED SPECIAL WASTE ACCEPTED		0400-11-01-.01(4)(b) 0400-11-01-.01(4)(c)5	<input checked="" type="checkbox"/> NA	<input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
DEAD ANIMALS IMPROPERLY HANDLED		0400-11-01-.04(2)(k)5.(ii) (I-III)	<input checked="" type="checkbox"/> NA	<input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
TIRES IMPROPERLY HANDLED		0400-11-01-.04(2)(k)3.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
MEDICAL WASTE IMPROPERLY HANDLED		0400-11-01-.04(2)(k)4.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				

LEACHATE LEVELS

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SAVE FORM

Follow-Up Inspection Date

Inspector Name

Lewis L Haynes IV

Digitally signed by Lewis L Haynes IV
Date: 2025.09.04 10:58:21 -04'00'

ADDITIONAL COMMENTS

HAMBLLEN COUNTY-MORRISTOWN SOLID WASTE DISPOSAL SYSTEM

Promissory Note

\$590,000

_____, 2025

Hamblen County-Morristown Solid Waste Disposal System (the "Board"), for value received, hereby promises to pay to City of Morristown, Tennessee (the "City"), or assigns, the principal sum of Five Hundred Ninety Thousand Dollars (\$590,000) with interest on the said principal sum, from the date hereof, until said principal sum shall be paid at the rate set forth in the attached amortization schedule, and to the extent permitted by law, interest on overdue installments of such payments due under the Loan Agreement. All principal and interest payments in the amounts set forth hereinbefore shall be made to the Finance Director of the City of Morristown, Tennessee in the amounts and on the dates on which said payments are due.

Payments shall be made in lawful money of the United States of America in immediately available funds on the date payment is due, at the office of the Finance Director of the City of Morristown, Tennessee, or such other place as the Finance Director of the City may designate in writing.

The Board may only prepay this Note with the prior written consent of the City.

In case an Event of Default, as defined in the Loan Agreement, shall occur, the principal of and interest on this Note may be declared immediately due and payable as provided in the Loan Agreement. This Note shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Board has caused this Note to be executed in its name by its Chairman all as of the date first above written.

HAMBLLEN COUNTY-MORRISTOWN SOLID
WASTE DISPOSAL BOARD

By: Thomas A. R. J.
Chairman of the Board

Amortization Schedule for Note

47677137.1

**LOAN AGREEMENT
(SOLID WASTE DISPOSAL SYSTEM)**

This Loan Agreement (this "Agreement") is entered into as of the ____ day of _____, 2025, between City of Morristown, Tennessee (the "City"), and the Board of the Hamblen County-Morristown Solid Waste Disposal System (the "Board");

WITNESSETH:

WHEREAS, pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated Section 12-9-101 et seq., the County and the City of Morristown, Tennessee (the "City") entered into a Solid Waste Disposal System Agreement, dated July 26, 1988, which agreement has previously been amended (as amended, the "System Agreement"), for the purpose of consolidating their separate landfills into a joint solid waste disposal system designated therein as the Hamblen County-Morristown Solid Waste Disposal System (the "System") and providing for the control, operation, maintenance and improvement of the System by the Board, which is appointed by the City and the County; and

WHEREAS, the City is issuing its general obligation capital outlay note (the "City Note") in a principal amount of \$590,000 and intends to loan the proceeds of the City Note to the Board to finance, in whole or in part, the acquisition, construction, improvement, expansion and/or equipping of garbage collection and disposal facilities (the "Project"); and

WHEREAS, in order to provide for the terms of such loan, the Board and the City desire to enter into this Loan Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

**ARTICLE 1.
DEFINITIONS AND RULES OF CONSTRUCTION**

Section 1.1. Definitions. All words and terms defined in the Loan Resolution shall have the same meanings in this Loan Agreement. In addition, the following words and terms shall have the following meanings unless the context otherwise requires:

"Board" shall mean the Board appointed by the County and the City under the System Agreement, its successors and assigns.

"City" shall mean the City of Morristown, Tennessee.

"City Note" shall mean the City's General Obligation Capital Outlay Note, Series 2025, being issued as of the date hereof, issued to finance the cost of the Project.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and reference herein to any specific provision of the Code shall be deemed to include any successor provision of such provision of the Code.

"County" shall mean Hamblen County, Tennessee.

"Current Expenses" shall mean the reasonable and necessary cost of operating, maintaining, and repairing the System, including salaries, wages, cost of materials and supplies, insurance and audits, but shall exclude depreciation, replacements and payments due under this Loan Agreement.

“Event of Default” shall mean any of the events enumerated in Section 8.1.

“Fiscal Year” shall mean the year ending June 30 or such other fiscal year as selected by the Board.

“Gross Revenues” shall mean the gross income and revenues of the System from all sources, including investment income.

“Interlocal Act” shall mean the Interlocal Cooperation Act, Tennessee Code Annotated Section 12-9-101 et seq.

“Loan Agreement” shall mean this Loan Agreement between the County and the Board, including any amendments hereto as herein permitted.

“Mayor” shall mean the individual occupying the office of the Mayor of City of Morristown, Tennessee.

“Net Proceeds”, when used with respect to any insurance recovery or condemnation award with respect to the Board, shall mean the gross proceeds from such insurance recovery or condemnation award less payment of attorneys' fees, fees and expenses and all other expenses properly incurred in the collection of such gross proceeds.

“Net Revenues” shall mean Gross Revenues less Current Expenses.

“Note” shall mean the Promissory Note of the Board in the principal amount of \$590,000 dated as of the date hereof, in the form attached hereto as Exhibit A, issued pursuant hereto and delivered to the City as consideration for the loan of the proceeds of the Note, and any amendment or supplement thereto or substitution therefor.

“Project” shall mean the acquisition, construction, improvement, expansion and/or equipping of garbage collection and disposal facilities.

“System Agreement” shall mean the Solid Waste Disposal System Agreement dated July 26, 1988 between the County and the City, as amended, and as it may be further supplemented and amended.

Section 1.2. Rules of Construction. The following rules shall apply to the construction of this Loan Agreement unless the context otherwise requires:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) All references herein to particular articles or sections are references to articles or sections of this Loan Agreement.

(c) The headings herein are solely for convenience of reference and shall not constitute a part of this Loan Agreement nor shall they affect its meaning, construction or effect.

ARTICLE 2. REPRESENTATIONS

Section 2.1. Representations by Board. The Board makes the following representations as the basis for its undertakings hereunder:

(a) The System is a joint undertaking duly formed under the Inter-local Act and the System Agreement; the Board has the power to enter into this Loan Agreement and the Note and the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder; and by proper Board action has duly authorized the execution and delivery of this Loan Agreement and the Note and the performance of its obligations hereunder and thereunder.

(b) The execution and delivery of this Loan Agreement and the Note, the performance by the Board of its obligations hereunder and thereunder and the consummation of the transactions contemplated herein and therein are within the powers of the Board and will not (1) conflict with or constitute a breach of the System Agreement, (2) constitute a default under any agreement or other instrument to which the Board is a party or by which it is bound or (3) result in a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Board or the property of the System.

(c) There is no litigation at law or in equity or any proceeding before any governmental agency involving the Board pending or, to the knowledge of the Board, threatened in which any liability of the Board is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Board or that would affect the equipping or operation of the Project or the System, the validity of this Loan Agreement or the Note or the performance of the Board's obligations thereunder.

ARTICLE 3. FINANCING OF PROJECT

Section 3.1. Loan of Proceeds. The City hereby agrees to lend the proceeds of the City Note to pay costs of the Project as such costs are incurred. As funds are needed to pay costs of the Project, the Board shall submit requests for disbursements to the City for the payment of such costs together with evidence of such costs. The Board acknowledges that the City is paying costs of issuance of the City Note on the date hereof which shall be deemed an advance under this Loan Agreement for the benefit of the Board.

Section 3.2. Agreement to Acquire and Maintain Licenses and Permits. The Board agrees to obtain and maintain all licenses, permits, and consents required for the Project.

ARTICLE 4. PAYMENTS ON NOTE

Section 4.1. Amounts Payable. The Board covenants to make all payments on the Note, as and when the same become due, on the dates and in the amounts provided therein, which shall be sufficient to pay the principal of and interest on the Note. If on any payment date, Net Revenues of the Board are insufficient to pay the City, the Board shall immediately notify the Mayor in writing of such deficiency. Such deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made on the subsequent payment dates.

Section 4.2. Default in Payments. If the Board should fail to make payments required hereunder, the Board shall, to the extent permitted by law, pay interest with respect to such payments at a rate equal to the highest coupon rate on the Note.

Section 4.3. Obligations of Board Unconditional. The obligation of the Board to make the payments on the Note and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the City. Subject to prepayment of the Note in full as provided therein, the Board shall not suspend or discontinue any such payment on the Note or hereunder or fail to observe and perform any of its other covenants, conditions and agreements hereunder for any cause, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, failure of title to any part or all of the Project, or commercial frustration of purpose, or any damage to or destruction or condemnation of all or any part of the Project, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the City to observe and perform any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Loan Agreement. Notwithstanding the foregoing, the Board's obligations hereunder shall be payable solely from and be secured by a pledge of the Net Revenues to be derived from the operation of the System secured by such Net Revenues. The Board hereby irrevocably pledges the Net Revenues of the System to the City, to secure its obligations to make payments hereunder and under the Note.

ARTICLE 5. MAINTENANCE, CHARGES AND INSURANCE

Section 5.1. Use of Assets. Maintenance and Modification. The Board shall use, maintain and operate all of its assets, or cause them to be used, maintained and operated, in good repair, in accordance with all applicable laws, rules and regulations, subject to ordinary wear and tear and obsolescence. The Board may make modifications, replacements and renewals of and to its assets as the Board shall deem necessary or desirable and that do not adversely affect the overall value of such assets, provided that all such additions, modifications or improvements comply with all applicable Federal, state and local codes. Such acquisitions and replacements shall be made in accordance with the terms of the System Agreement.

Section 5.2. Other Governmental Charges. Utility Charges. The Board shall pay as the same become due all utility and other charges incurred in the operation, maintenance, use and occupancy of the System and all assessments and charges lawfully made by any governmental body for public improvements to the Project. The Board may allow to exist any indebtedness for any such tax, assessment, charge, levy or claim, provided any such tax, assessment, charge, levy or claim is being contested in good faith by appropriate proceedings and the Board shall have established and maintained adequate reserves for the payment of the same.

Section 5.3. Board to Furnish Proof of Payment of Insurance. The Board shall maintain adequate insurance on all of its assets and shall furnish the Mayor, upon request, proof of payment of any taxes, governmental charges, utility charges, insurance premiums or other charges required to be paid by the Board. The Board shall maintain reasonable and prudent liability insurance, considering the nature of its services.

ARTICLE 6.
DAMAGE, DESTRUCTION AND CONDEMNATION

Section 6.1. Parties to Give Notice. In case of any material damage to or destruction of any part of the System, the Board shall give prompt notice thereof to the Mayor. In case of a taking of all or any part of the Board or any right therein under the exercise of the power of eminent domain or any loss thereof because of failure of title thereto or the commencement of any proceedings or negotiations which might result in such a taking or loss, the Board shall give prompt notice to the Mayor. Each such notice shall describe generally the nature and extent of such damage, destruction, taking, loss, proceeding or negotiations. The County and the City shall participate in such proceedings and negotiations to the extent of their interests in the System under the System Agreement.

Section 6.2. Damage and Destruction. Unless the Board prepay the Note, if before payment of the City's obligations under the Note all or any part of the System is destroyed or damaged by fire or other casualty, the Board shall be obligated to continue to make payments required under the Note and shall promptly replace, repair, rebuild or restore the property damaged or destroyed to substantially its same condition as prior to such damage or destruction, with such alterations and additions as the Board may determine and as will not impair the capacity or character of the System for the purpose for which it is then being used or is intended to be used. The Board shall apply so much as may be necessary of the Net Proceeds of insurance received by it on account of such damage or destruction to payment of the cost of such replacement, repair, rebuilding or restoration, either on completion thereof or as the work progresses. If such Net Proceeds shall not be sufficient to pay in full the cost of such replacement, repair, rebuilding or restoration, the Board shall, with the assistance of the City under the System Agreement, pay so much of the cost thereof as may be in excess of such Net Proceeds. The Board shall not by reason of the payment of such excess cost be entitled to any abatement or diminution of the amount payable under this Loan Agreement or the Note. Any balance of such Net Proceeds remaining after payment of the cost of such replacement, repair, rebuilding or restoration shall be paid to the Board.

Section 6.3. Condemnation and Loss of Title. Unless the Board terminates this Loan Agreement and prepay the Note pursuant to Article 9 hereof, if before payment of the City's obligations under the Note title to or the temporary use of all or any part of the Project shall be taken under the exercise of the power of eminent domain, the Board shall be obligated to continue to make the payments required under the Note. The City and the Board shall cause the Net Proceeds from any such condemnation award to be applied to the restoration of the portions of the System affected by the taking to substantially its same condition as prior to the exercise of such power of eminent domain with such repairs and replacements as the Board may determine and as will not impair the capacity or character of the Project for the purpose for which it is then being used or is intended to be used. Any balance of such Net Proceeds remaining after payment of the cost of such restoration or acquisition shall be paid by the City to the Board.

ARTICLE 7.
SPECIAL COVENANTS

Section 7.1. Inspection of Project. The Mayor and his duly authorized agents shall have the right at all reasonable times to enter upon any part of the Board and the System and to examine and inspect the same as may be reasonably necessary for the proper maintenance of the Board and the System provided for in Section 3.2 or in the event of failure of the Board to perform its obligations hereunder, and the Mayor and duly authorized agents shall also have the right at all reasonable times to examine the books and records of the Board.

Section 7.2. Financial Records and Statements. The Board shall maintain proper books of record and account, in which full and correct entries shall be made in accordance with generally accepted accounting principles, of all its business and affairs.

Section 7.3. Financial Statements and Audits. In order to determine reasonable compliance with the terms of this Loan Agreement, the Board shall cause annual audits of the operations of the System to be performed by independent auditors.

Section 7.4. Rate Covenant. Prior to the commencement of each Fiscal Year, the Board will prepare a budget, which shall include an estimate of the revenues and expenditures for the Fiscal Year next succeeding, based on rates and fees then in effect, and adjust such rates and fees to the extent necessary to produce Net Revenues for the next succeeding Fiscal Year equal to not less than 1.10 times the amount of principal and interest payable during the next succeeding Fiscal Year on all indebtedness of the Board.

Section 7.5. Tax Exemption. Without the prior written consent of the City, the Board shall not take any action that would adversely affect the exemption of interest on any Note from gross income for purposes of federal income taxation. In furtherance of the foregoing, the Board shall charge fees for the use of the System to private parties that are uniformly applied, based upon volume or similar criteria, and will not negotiate or enter into any contract with any user of the System that is not a governmental entity with respect to specially negotiated rates or with respect to any priority as to the use the System.

ARTICLE 8. EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Event of Default Defined. Each of the following events shall be an Event of Default:

- (a) Failure of the Board to make any payment on the Note when the same becomes due and payable;
- (b) Failure of the Board to observe and perform any of its other payments, covenants, conditions or agreements under this Loan Agreement for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, given by the Mayor to the Board; or
- (c) Any warranty, representation, covenant or other statement by or on behalf of the Board contained in this Loan Agreement or in any instrument furnished in connection with the execution and delivery of the Note was false or misleading in any material respect at the time it was made or delivered or has been breached by the Board, whether or not within the control of the Board.

Section 8.2. Remedies on Default. Whenever an Event of Default shall have happened the Mayor on behalf of the City may:

- (a) Declare all payments hereunder or on the Note to be immediately due and payable, whereupon the same shall become immediately due and payable;
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due or to enforce observance or performance of any covenant, condition or agreement of the Board under this Loan Agreement or the Note or protect the assets of the Board for the benefit of the City;

(c) Terminate any further action under this Loan Agreement and may, at its option, declare all payments on the Note to be immediately due and payable, whereupon the same shall become immediately due and payable;

(d) Inspect, examine and make copies of, the books, records and accounts of the Board pertaining to the Project.

In addition, the City, by its agents or attorneys, may itself or through a receiver enter into and take possession of the System and all funds and assets of the System and the Board and all books and records, papers and accounts of the Board pertaining thereto and to hold, operate and manage the same and forthwith exercise all rights, powers and franchises of the Board in respect thereof make any repairs, replacements or improvements deemed necessary or desirable by the City, collect the earnings, rents, revenues, profits and income therefrom, and collect, receive and sequester the revenues, issues, earnings, income, products and profits therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and/or set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the City, its agents and counsel, and any charges of the City hereunder, and pay any Net Revenues of the System to the payment of the Note.

No action taken pursuant to this section (including termination of the terms of this Loan Agreement) shall relieve the Board from its obligations pursuant to Section 4.1 hereof. The Mayor shall give notice to the Board and to the City of the exercise of any of the rights or remedies under this Section.

Any balance of the moneys collected pursuant to action taken under this section remaining after payment of all costs and expenses of collection (including attorneys' fees) and amounts due hereunder shall be paid to the City, provided that after payment of the Note any such balance shall be paid to the Board.

Section 8.3. No Remedy Exclusive. No remedy set forth in Section 8.2 is intended to be exclusive of any other remedy, and every remedy shall be cumulative and in addition to every other remedy herein or now or hereafter existing at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, and any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article 8, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Loan Agreement.

Section 8.4. Attorneys' Fees and Other Expenses. The Board shall, within ten days after written demand, pay to the City the reasonable fees of attorneys and other reasonable expenses incurred by either of them in the collection of payments due on the Note or the enforcement of any other obligation of the Board upon an Event of Default.

Section 8.5. No Additional Waiver Implied by One Waiver. If either party or its assignee waives a default by the other party under any covenant, condition or agreement herein, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE 9.
PREPAYMENT OF NOTE

Section 9.1. Option to Prepay Note in Certain Events. The Board shall prepay the Note only with the prior written approval of the City and on such terms as are acceptable to the City.

ARTICLE 10.
MISCELLANEOUS

Section 10.1. Notices, etc. Unless otherwise provided herein, all demands, notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the Board to the Manager, Hamblen County-Morristown Solid Waste Disposal System, 3849 Sublett Road, Morristown, Tennessee 37813, and (b) if to the City, County Mayor, Hamblen County, 511 West Second Street, Morristown, Tennessee 37814. The Board and the City may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

Section 10.2. Amendments to Loan Agreement and Note. Neither this Loan Agreement nor the Note shall be amended or supplemented and no substitution shall be made for the Note subsequent to the delivery of the Note, without the consent of the Mayor, as such officer may succeed to office, from time to time.

Section 10.3. Successors and Assigns. This Loan Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. The Board cannot assign any rights hereunder without the express consent of the City.

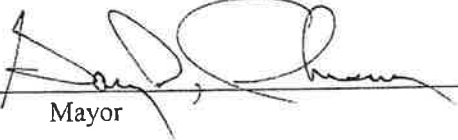
Section 10.4. Severability. If any provision of this Loan Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 10.5. Applicable Law. This Loan Agreement shall be governed by the applicable laws of the State of Tennessee.

[signatures begin on following page]

IN WITNESS WHEREOF, the City and the Board have caused this Loan Agreement to be executed in their respective corporate names, all as of the date first above written.

CITY OF MORRISTOWN, TENNESSEE

By: 
Mayor

Attest:


City Administrator

HAMBLLEN COUNTY-MORRISTOWN SOLID
WASTE DISPOSAL BOARD

By: 
Chairman of the Board

Exhibit A to Loan Agreement dated as of _____, 2025, between City of Morristown, Tennessee, and the Hamblen County-Morristown Solid Waste Disposal System

HAMBLEN COUNTY-MORRISTOWN SOLID WASTE DISPOSAL SYSTEM

Promissory Note

\$590,000 _____, 2025

Hamblen County-Morristown Solid Waste Disposal System (the "Board"), for value received, hereby promises to pay to City of Morristown, Tennessee (the "City"), or assigns, the principal sum of Five Hundred Ninety Thousand Dollars (\$590,000) with interest on the said principal sum, from the date hereof, until said principal sum shall be paid at the rate set forth in the attached amortization schedule, and to the extent permitted by law, interest on overdue installments of such payments due under the Loan Agreement. All principal and interest payments in the amounts set forth hereinbefore shall be made to the Finance Director of the City of Morristown, Tennessee in the amounts and on the dates on which said payments are due.

Payments shall be made in lawful money of the United States of America in immediately available funds on the date payment is due, at the office of the Finance Director of the City of Morristown, Tennessee, or such other place as the Finance Director of the City may designate in writing.

The Board may only prepay this Note with the prior written consent of the City.

In case an Event of Default, as defined in the Loan Agreement, shall occur, the principal of and interest on this Note may be declared immediately due and payable as provided in the Loan Agreement. This Note shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Board has caused this Note to be executed in its name by its Chairman all as of the date first above written.

HAMBLEN COUNTY-MORRISTOWN SOLID
WASTE DISPOSAL BOARD

By: _____
Chairman of the Board

Amortization Schedule for Note

47677144.2



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Solid Waste Management
Knoxville Environmental Field Office
3711 Middlebrook Pike, Suite 101
Knoxville, Tennessee 37921-6538

September 2, 2025

Mr. Dennis Barnes, Solid Waste Landfill Director
Morristown Hamblen County Class I Landfill
3849 Sublett Road
Morristown, TN 37816

RE: THIRD NOTICE OF DEFICIENCY - TECHNICAL REVIEW
Part II Class I Landfill Application
Morristown Hamblen County Class I Landfill Phase III (SNL320000152)

Dear Mr. Barnes:

In accordance with the Regulations Governing Solid Waste Processing and Disposal, Rule 0400-11-01-.04(9) (Part II Permit Application) the subject application for a new Class I Landfill has been reviewed for technical merit. The Division of Solid Waste Management (Division) received the Solid Waste Part II B Application form on December 18, 2023, presenting the intent for additional Class I landfill capacity. The Division issued a Notice of Incompleteness on January 12, 2024. Subsequent revisions submitted in February and June of 2024 were also determined to be incomplete. A revised application submitted on September 6, 2024, was deemed complete, and a Notice of Completeness was issued on September 19, 2024. The Part II Permit Application Technical Review began on September 19, 2024, with a Notice of Deficiency (NOD) being issued on December 13, 2024. The response to this arrived on February 24, 2025. The second NOD was subsequently issued on April 9, 2025, and contained a limited list of items, most notably the contradicting sump elevations found on plan & cross view sheets. The applicant's response to the Division's Second Notice of Deficiency dated April 9, 2025, arrived on June 13, 2025.

The Division has performed a detailed technical review of the material provided on June 13, 2025. Remaining or new comments based upon the document set provided have been identified and are itemized in the attachment. Several items still need additional revision, description, or were found to contradict other drawings or narrative. As such the Division is hereby issuing a stay under the provisions of Tennessee Rule 0400-11-.01-.07(6)(c)2, as the response provided on June 13, 2025, does not adequately address all the NODs items issued on December 13, 2024, and the more recent one issued on April 9, 2025.

If you have any questions, please feel free to contact me at Paula.Plont@tn.gov or 865-304-3314.

Sincerely,


Paula Plont · Sep 2, 2025 16:48:39 EDT

Paula Plont
Environmental Consultant


Revendra Awasthi · Sep 2, 2025 16:31:43 EDT

Revendra Awasthi, CHMM
Environmental Field Office Manager

cc: Steve Bostic LDA Engineering
Thomas Rush, Hamblen County Solid Waste Board via email
DSWM/Central Office
Rob Ashe, Deputy Director of Field Office Operations, DSWM
Records.SWM@tn.gov

NOTICE OF DEFICIENCY-TECHNICAL REVIEW COMMENTS (Unresolved NOD #1 items)

1. NOD #1 – A-6 – Provide details on procedures for modifying GW-4.
2. NOD #1 – A-7 – There still needs to be more discussion/details on the removal of the rain flap and leachate collection system reconstruction, specifically tying-in the geocomposite and pipes. Details depicting pipe/cleanout penetrations and crossover of anchor trench are also needed.
3. NOD #1 – A-10 – Identify and provide areas where in-situ buffer is anticipated to be present and where constructed geologic buffer is necessary.
4. NOD #1 – A-11 – The detail on Sheet 21 still identifies the bottom of compacted clay elevation of 1337.
5. NOD #1 – A-13,14,15 – Clarify locations of the rain flap and differentiate if a rain cover is proposed in addition to the rain flap.
6. NOD #1 – A-20 – Stormwater watershed map has two “DA-P1-7B” labeled (no DA-P1-6A); conclusions and calculations should reference our regulatory required storm events; modeling has the correct rainfall amounts but narrative has utilized an incorrect storm event referenced; ponds are not included as drainage areas in the stormwater modeling.
7. NOD #1 – A-22 – Leachate storage tank locations, secondary containment, and details on the tanks should be shown on the drawings.
8. NOD #1 – A-24 – Granite is identified as possible stone type in a couple places but not noted in other views. Please detail the intent and unify on all drawings. Specifications on the angularity of granite stones are needed.
9. NOD #1 – A-25 – The Cap/Liner Anchor Detail (Sheet 21) and Toe of Slope Liner Termination (N.I.C.) (Sheet 22) details need to represent identical information if they are both intended to represent the same location and condition. Demonstrate the primary HDPE liner will not be compromised from a standpoint of the distance and elevations of the crest of slope and the location of the anchor trench given the current configuration of the grading immediately adjacent to the limits of waste. There is no “runout” on the perimeter grading to create that detail (it’s on a peak in most locations). Consider regrading the perimeter surface or modifying the detail(s) for these locations for design consistency and constructability. The “Limit of Trash” shall be identified on appropriate liner termination detail(s), and these details must be consistent with the provided plans and cross-sections. Review the cross-sections at these locations for perimeter grading design requirements. Perimeter grading has created a small 2nd ditch in some locations. The engineering drawing package lacks a design level of coordination between engineering permit drawings, cross-sections, and details. A coordinated effort with appropriate precision shall be provided to demonstrate an approvable submittal.
10. NOD #1 – A-32 – While the limits of waste have been changed and elevations edited for the surfaces, consistency and constructability of the base grades transitioning to the perimeter should be evaluated. Reference the comment #9 above.
11. NOD #1 – B-35 – Access roads into cells should not be built into the geologic buffer. This will cause issues with the geosynthetics maintaining intimate contact with clay liner and leachate drainage at the slope changes. The access road shall be built on top of protective cover surface.
12. NOD #1 – B-36 – The operations manual still has language that needs to reflect Appendix 14. Needs to be recalculated after HELP model revisions. Tank location needs to be presented on the engineering drawings.

13. NOD #1 – B-43 – What constitutes acceptable material criteria needs to be specified for both soils and geosynthetics in the CQA Plan.
14. NOD #1 – B-46 – HELP Model – geosynthetic layer thicknesses and hydraulic conductivity and slopes are incorrect. Design should accommodate a 25-year 24-hour storm but max storm event in the modeling is only 4.4 inches.
15. NOD #1 – B54 – Geocomposite transmissivity calculation should use a 25-year 24-hour storm as design basis.

NOTICE OF DEFICIENCY - TECHNICAL REVIEW COMMENTS (New Submittal)

16. Sheet 6A – The potentiometric contours on Sheet 6A are significantly different from those shown on Figure 2 of the Groundwater Monitoring Plan, which are identified as being from May 15, 2025. The discrepancy must be explained and the data used to generate the potentiometric surface shown on Sheet 6A must be identified. Please confirm that the potentiometric surface presented in the Groundwater Monitoring Plan, Hydrogeological Report, and Engineering Drawing are consistent and reflect highest measured water levels. Further, the potentiometric contours are difficult to see and are not included in the legend. Correct legend descriptors and line types.
17. Sheet 6B – The location and identifier for MW-4 is missing. Also see comment number 1 above.
18. Sheets 6 through 8 – Add profile and section locations to each sheet.
19. Sheet 15 – Correct the stationing to match the profiles for cross-sections A and B.
20. Sheets 15-17 – Add phased closure back to the profile and cross-sections.
21. Sheet 23 – Provide detail of how the leachate lines will terminate at the rain flap for the initial phase development and be reconnected for future phase development and operation. Please provide details for both scenarios. Indicate the tie-in for waste placement on the Rain Flap Berm Detail. Use more specific identifiers for geosynthetic and stone references for this detail.
22. The base inset details on the plan and section sheets allude to a different leachate collection system for floor versus slopes. Add bottom liner profiles to a detail sheet for clarity, ensuring that the definition of the landfill slope that requires the 2-ft of rock and a definition of the other liner profile are included.
23. Add a plan view detail of the sump geometry and size. Sump details should be consistent with the plan views.
24. Show the leachate line path on a plan view and in detail view as necessary from the cell to the proposed storage, indicating forcemain locations. Provide relevance for the discussion placed in the Operations Manual on adding a transducer in a manhole within Phase II relative to Phase III leachate management. Details on location of transducer on a plan sheet and details of manhole is suggested.
25. The emergency spillway for Pond 2 should be moved to be placed on cut. It currently appears to be placed in an area to be filled to raise the grade.
26. The liner cross section profile identified in the F&E Stability Report does not match the

- design plans. This assessment report identifies the design to include soil on liner & 4 feet to be placed over the top cap membrane, which contradicts the design sheets.
27. Sheet 13- a leader pointing to what appears to be identified the emergency spillway to be the sampling point instead of the pond's discharge pipe. Also, there is a leader identified as the waste boundary that seems incorrect.
 28. The existing gas monitoring network is included in Attachment 8. Please identify what sheet shows the proposed new locations for Phase III.
 29. Quality control/third-party monitoring during construction needs to total \$14,000.00 per acre. It is currently listed as \$1,467.50/acre for clay and \$1,467.40/acre for geomembrane.
 30. The active area of Phase II has 20.9 acres remaining for closure since 15 acres have been closed. Therefore, closure costs should be based on 40.6 acres, not 55.6. Please note, post-closure acres will need to cover the entire landfill acreage.
 31. Hauling costs need to be included in the disposal unit cost for leachate. The minimum for disposal and hauling is averaging \$0.10/gallon.
 32. The proposed cost estimate includes soil purchasing cost, yet the soil balance provided shows an excess of 203,470 cubic yards. Soil purchasing cost should only be provided if soil is not available on site or not of the quality needed for liner specifications. Please clarify.

NOTICE OF DEFICIENCY-REVIEW COMMENTS(GROUNDWATER/HYDROGEOLOGICAL)

Note: Page numbers refer to PDF numbering.

33. Design and Operations Manual, Section 3.1.4, Page 57 of 1219: It states: "Sublett Private Well has been compromised and has been removed from the monitoring program." We are not aware that the Division gave permission for this well to be removed from the monitoring system. Please provide details regarding how the well is compromised and whether it could be repaired to enable sampling. If repairs are not possible, a formal request to remove the well from the monitoring network must be submitted to the Division. In the Division's review of the 2nd 2024 groundwater monitoring report the Division also required the creek East of the Honaker well to be sampled during the next sampling event as a temporary substitute for the lack of sampling for the Sublett well. Contaminants continue to increase, and this could potentially cause a release outside the property boundary line. If the Sublett well cannot be included in future monitoring events, a replacement well may be required.
34. Design and Operations Manual, Section 3.1.4, Page 57 of 1219: It states: "The GMP utilizes the two current facility upgradient monitoring wells (GW-4 and MW-14)." Later in the same paragraph it states: "Four of the eleven downgradient monitoring wells are situated directly downgradient of the proposed expansion disposal area (MW-3, MW-15, GW-2, and GW-4)." Based on the potentiometric surface map included with the June 2025 submittal, GW-4 is likely to be downgradient or cross gradient from the expansion area and should be included as a downgradient well for the expansion area. For the time being, it may also function as an upgradient location for the existing landfill, although an eventual transition of background to exclusively MW-14 may be necessary.
35. Groundwater Monitoring Plan, Section 5.0, Page 533 of 1219: It states: "The groundwater monitoring network for the expansion area consists of one upgradient well (MW-14) and four downgradient wells (GW-2, MW-3, GW-4, and MW-15). GW-2, MW-3, and GW-4 were installed and monitored for the existing landfill."

Groundwater Monitoring Plan, Section 6.8, Page 538 of 1219: It states: “The site monitoring network is comprised of five monitoring wells (OW-2, MW-3, OW-4, MW-14, and MW-15), which are to be sampled during each semi-annual event (See **Table 1**).”

The “OW” listings appear to be typographic errors and must be corrected.

36. Groundwater Monitoring Plan, Section 6.2, Page 535 of 1219: The plan describes monitoring for certain parameters during well purging and states that “equilibrium” of the parameters will be achieved prior to sampling. The parameters to be monitored are then listed, but equilibrium criteria are not included. These must be added. Please note that in accordance with USEPA guidance, turbidity measurements are not required to be stable prior to sampling, but a sample turbidity of 10 NTU is the guidance goal.
37. Groundwater Monitoring Plan, Section 6.2, Page 535 of 1219: The plan states that dissolved oxygen and ORP will be measured in “a portion of the sample that was placed in a separate field container.” DO and ORP cannot be accurately measured except via a flow-through cell. The text must be corrected.
38. Groundwater Monitoring Plan, Section 6.2, Page 535 of 1219: The plan states that “three borehole volumes (See Section 6.2.1) will be purged, if possible.” Although clarified in Section 6.2.1, the text here should be changed to note that a three-volume purge is not required for low-flow purging.
39. Groundwater Monitoring Plan, Section 7.0, Page 539 of 1219: The plan states “For each constituent, the practical quantitation limits utilized by the laboratory will be at or below the maximum contaminant level (MCL), site-specific Groundwater Protection Standards (GWPSs), or TDEC established GWPSs.” Rule 0400-11-01-.04-7(a)4(vi)(V) requires that “Any practical quantitation limit (PQL) that is used in the statistical method shall be the lowest concentration level that can be reliably achieved within specified limits of precision and accuracy during routine laboratory operating conditions that are available to the facility.” The text must be changed to reflect the Rule requirements.
40. Groundwater Monitoring Plan, Section 8.0, Page 540 of 1219: The plan states “Due to the wide range of laboratory reporting limits utilized over time, the historical reporting limits will be replaced with the current event reporting limit prior to performing statistical analyses.” The Division is not aware that this method of replacing non-detect values is standard. Any proposed method of ND replacement must be in accordance with industry standard (i.e., USEPA) methodology.
41. Groundwater Monitoring Plan, Table 2, Page 546 of 1219: Table 2 must include sample preservative requirements for each analytical method.
42. Revised Hydrogeological Report, Page 796 of 1219: An addendum or revised pages should be added to the report to include data obtained from the drilling of MW-15. Top-of-rock elevation, soil and bedrock conditions encountered (e.g., indications of karst conditions), and water levels are all relevant to the hydrogeological assessment. The data are presented in the Groundwater Monitoring Plan and the engineering drawings (see following comment) but should be included in the hydrogeological report.