

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

**November 21, 2025**

**Hamblen County Health Department Conference Room**

## **Meeting Called To Order-Tom Rush**

## **Public Comment/General Public Forum-Tom Rush**

## **Approval of Board Minutes-Tom Rush**

## **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, Dennis Barnes and Steve Bostic**

1. Update from insurance company about the shredder claim
2. ETTL Payment Request
3. LDA letters (2) summarizing the closure/post closure cost calculations for both landfills
4. Copy of the TDEC letter dated 10/15/25 regarding the "State Waste Reduction and Diversion Goal for Hamblen County"

## **New Business-Tom Rush**

1. PDS proposal and comparisons
2. Tana shredder contracts for rental/replacement
3. Signing Written Attestation: Tennessee Code Annotated (TCA) Section 4-1-422

## **Adjournment-Tom Rush**

# Hamblen County/Morristown Solid Waste Board of Directors Meeting

Minutes: October 17, 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, Mike Richardson, Jeff Wisecarver, Joey Barnard, Ron White, Paul Brown, Larry Clark, Chris Capps, and Stephanie Clonce.

### **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 September 19, 2025 minutes, and Mr. Lacy 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 the LGIP accounts' second quarter tipping fees for 2025 were transferred at the end of September. Ms. Hemminger also stated that a new account was set up with LGIP for the new Cat dozer purchase, and the liability is reflected in the statement of net position as well. On the statement of revenue and expenses in maintenance and repair, the largest item was just over \$10,000 to Stowers for some troubleshooting on the coolant system on the D6. There was an additional capital expenditure of \$8,800 for the skid steer bushhog purchased.
2. Mr. Rush stated that the interest rate at First Horizon is holding at 2.15% and LGIP is down to 4.20%.

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

1. The TDEC inspection has not been completed. Ms. Plont with TDEC came and went over the engineering report with me. TDEC wants the special waste defined and more information.

# Hamblen County/Morristown Solid Waste Board of Directors Meeting

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2. Mr. Barnes discussed the fire that severely damaged the Tana shredder. The shredder was a total loss, and a claim has been filed with our insurance for payment. Our insurance company will be coming on Thursday to investigate the machine. After the shredder is used for grinding, the machine is moved 40 to 50 feet away from the site, so it does not catch fire. The power on the Shredder is then shut off with batteries disconnected for safety reasons. There was nothing caught on camera because it was behind the camera. After some discussion, the board suggested that we have our Morristown City Fire Marshalls look at the fire site to make sure it was not arson. This will allow us to compare notes with the insurance investigator. The insurance company has already sent a representative to the landfill to look at it and take pictures of it. Tana has a new shredder in Texas for \$1,050,000 they can send to us subject to board approval. The outstanding principal balance on the capital outlay note to purchase the shredder is currently \$746,000. To assist in determining the value of the shredder at the time of loss, Tana has provided an appraisal estimating the range of values to be \$950,000 to 975,000.

### 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 the aerator fan broke on the pump and could be the cause for the ammonia concentration levels being up.

Mr. Bostic stated that there was a Teams meeting with TDEC on October 1, 2025. The Geo comments are ready to be put in and revised.

### Unfinished Business: Stephanie Clonce, Joey Barnard, and Tom Rush

1. Ms. Clonce asked the board if we could pay our utilities and some other bills as needed by ACH through the vendor since they do not accept our direct ACH transfers for payment. The mail system is just losing the mail, and our payments are not getting to our customers and vendors on time. We would like another option to get everything paid on time. Mr. Lacy made a motion for us to make ACH payments for our utilities, so they are paid on time, and Mr. Sliger seconded the motion with all board members in favor.
2. Mr. Barnard from Ettl stated that they have been paying the bill for the liner rental for us. Mr. Barnard also stated that Ettl will be sending Mr. Bostic Pay Application #12 that

# **Hamblen County/Morristown Solid Waste Board of Directors Meeting**

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### **Hamblen County Health Department Conference Room**

has the charges for the liner on it and some other work. Mr. Lacy stated that we need to add interest to the liner rental, but no one else made any comment.

3. Mr. Rush stated that Attorney, Chris Capps' contract for attending our meeting will be expiring in December and he would like for this to be extended for another year through December 31, 2026. Mr. Garrett made a motion to approve Attorney, Chris Capps contract to attend our board meeting until December 31, 2026, and Mr. Lacy seconded the motion with all board members in favor.

#### **New Business: Tom Rush and Stephanie Clonce**

1. Mr. Clark with the City of Morristown stated that the City of Morristown would be closed on December 25, 2025 and December 26, 2025 as voted on by the Morristown City Council. Mr. Clark stated that they would work with HCMSW on Wednesday, December 24, 2025 to get it done as soon as they could so everyone can go home. Mr. Wisecarver with the Hamblen County Government stated that the County would be closed on December 24, 25 and 26, 2025 so they will not affect the HCMSW schedule. After some discussion among the board members, they decided that HCMSW would also be open on December 24, 2025 for the City, Residentials and other private contractors, and we would be closed on December 25, 26 and 27, 2025. No vote was needed for this closure.
2. Ms. Clonce stated that she had received a call from Rich Products about a credit of \$199.30 that has been on their account since December 31, 2023 and wanted to know if they could get a refund check. After some discussion with the board members, they decided to refund their money to them. No vote is needed for this return.

#### **Adjournment: Tom Rush**

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

Mr. Rush adjourned the meeting at 9:45 a.m.

**Tom Rush-Chairman**

**Chris Cutshaw-Mayor**

# BankCard Center Card Statement



Account Number: XXXX XXXX XXXX 0792 BY: Statement for Period: September 25, 2025 to October 24, 2025

### CARDHOLDER SUMMARY

Previous Balance	Purchases And + Other Debits	Cash + Advances	Finance + Charges	- Credits	- Payments =	New Balance
\$495.19	\$182.97	\$0.00	\$0.00	\$0.00	\$495.19	\$182.97

### FINANCE CHARGE SUMMARY

	Average Daily Balance	Monthly Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES (V) = Variable Rate	\$0.00	1.095%(V)	13.15% (V)	\$0.00

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	ACCOUNT SUMMARY	
	XXXX XXXX XXXX 0792	PREVIOUS BALANCE	\$495.19
STATEMENT DATE 10/24/25	PURCHASES & OTHER CHARGES	\$182.97	
CREDIT LIMIT \$5,000.00	CASH ADVANCES	\$0.00	
AVAILABLE CREDIT* \$4,817.00	CASH ADVANCE FEES	\$0.00	
PAST DUE \$0.00	LATE PAYMENT CHARGE	\$0.00	
OVERLIMIT \$0.00	FINANCE CHARGE	\$0.00	
DISPUTED AMOUNT \$0.00	CREDITS	\$0.00	
AMOUNT DUE \$25.00	PAYMENTS	\$495.19	
PAYMENT DUE DATE 11/18/25	<b>NEW BALANCE</b>	<b>\$182.97</b>	

\* Amount reflected in whole dollars only

1122 0001 GSH 001 7 24 251024 0 PAGE 1 of 2 10 4015 9000 CM02 4489

↑ PLEASE DETACH HERE AND RETURN WITH PAYMENT

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

HAMBLÉN CO/

ACCOUNT NUMBER XXXX XXXX XXXX 0792  
 PAYMENT DUE DATE 11-18-25  
 AMOUNT DUE \$25.00  
 NEW BALANCE \$182.97

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

AMOUNT ENCLOSED  
 \$

|||...||| 4489  
 DENNIS R BARNES  
 MORRISTOWN SOLID WASTE N202  
 3849 SUBLETT RD  
 MORRISTOWN TN 37813-3734

4798494100200792 0002500 0018297

DENNIS R BARNES

XXXX XXXX XXXX 0792

Statement Date	10/24/25	Credit Limit	\$5,000.00	Cash Advance Balance	\$0.00
Payment Due Date	11/18/25	Available Credit	\$4,817.00	Amount Due	\$25.00
New Balance	\$182.97				

**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.

**Important Notice**

Your First Horizon credit card is now participating in Visa Account Updater (VAU), which is a free service required by Visa. If you wish to Opt Out or require additional information, please call 800-382-5465. To learn more, please visit [www.firsthorizon.com/personal/support/FAQs/General-Banking-FAQs](http://www.firsthorizon.com/personal/support/FAQs/General-Banking-FAQs)

Post Date	Tran Date	Transaction Description	Amount
09-26	09-25	RTK MOBILE RTKMOBILE.COM UT	\$25.00
10-07	10-07	PAYMENT - THANK YOU MEMPHIS TN	-\$495.19 PY
10-10	10-08	OFFICE DEPOT #1214 800-463-3768 GA	\$45.58
10-10	10-08	OFFICE DEPOT #1214 800-463-3768 GA	\$91.17
10-16	10-15	I3B*HAMBLEN CLERK CTR MORRISTOWN TN	\$21.22

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
10/17/2025			<del>11120</del> Funds Held for...	Deposit		763.80	674,882.87
10/17/2025			<del>11120</del> Funds Held for...	Deposit		321.00	675,203.87
10/17/2025	10136	DAVID BERRY TR...	21100	Accounts Paya...	1,320.00		673,883.87
10/17/2025	10137	HAMBLEN COUNT...	21100	Accounts Paya...	2,587.85		671,296.02
10/17/2025	10138	LIBERTY TIRE RE...	21100	Accounts Paya...	488.60		670,807.42
10/17/2025	10139	MURRELL BURGL...	21100	Accounts Paya...	210.00		670,597.42
10/17/2025	10140	NAPA AUTO PARTS	21100	Accounts Paya...	914.22		669,683.20
10/17/2025	10141	PDS CONSULTING	21100	Accounts Paya...	1,236.20		668,447.00
10/17/2025	10142	PURKEY,CARTER,...	21100	Accounts Paya...	2,040.00		666,407.00
10/17/2025	10143	ROGERS PETROLE...	21100	Accounts Paya...	4,053.32		662,353.68
10/17/2025	10144	SMOKY MOUNTAI...	21100	Accounts Paya... PO#7621	1,155.96		661,197.72
10/17/2025	10145	STATE OF TENNES...	21100	Accounts Paya...	10,667.08		650,530.64

1,320.00 +  
 2,587.85 +  
 488.60 +  
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 24,673.23 \*

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Morristown-Hamblen County Solid Waste Board

10/28/2025 2:38 PM

Register: 11130 · Operating Account

From 10/29/2025 through 10/29/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
10/29/2025	10146	AFLAC	21100 · Accounts Paya...		610.04		790,510.46
10/29/2025	10147	DAVID BERRY TR...	21100 · Accounts Paya...		5,280.00		785,230.46
10/29/2025	10148	FOOD CITY	21100 · Accounts Paya...		250.00		784,980.46
10/29/2025	10149	LIBERTY NATION...	21100 · Accounts Paya...		257.90		784,722.56
10/29/2025	10150	LIBERTY TIRE RE...	21100 · Accounts Paya...		236.60		784,485.96
10/29/2025	10151	MATT LACY-V	21100 · Accounts Paya...		400.00		784,085.96
10/29/2025	10152	MIKE BELL	21100 · Accounts Paya...		400.00		783,685.96
10/29/2025	10153	MORRISTOWN UT...	21100 · Accounts Paya...	004561-022128	3,135.30		780,550.66
10/29/2025	10154	NAPA AUTO PARTS	21100 · Accounts Paya...		2,469.08		778,081.58
10/29/2025	10155	PATRICK MCGUFF...	21100 · Accounts Paya...		400.00		777,681.58
10/29/2025	10156	PDS CONSULTING	21100 · Accounts Paya...		31.25		777,650.33
10/29/2025	10157	ROGERS PETROLE...	21100 · Accounts Paya...		2,814.64		774,835.69
10/29/2025	10158	SMOKY MOUNTAI...	21100 · Accounts Paya...	PO#7623	643.96		774,191.73
10/29/2025	10159	STERICYCLE, INC.	21100 · Accounts Paya...		89.88		774,101.85
10/29/2025	10160	STOWERS MACHI...	21100 · Accounts Paya...		5,887.54		768,214.31
10/29/2025	10161	TDEC DSWM	21100 · Accounts Paya...		19,000.00		749,214.31
10/29/2025	10162	TIMOTHY L. HOR...	21100 · Accounts Paya...		400.00		748,814.31
10/29/2025	10163	TOM RUSH	21100 · Accounts Paya...		400.00		748,414.31
10/29/2025	10164	WITT UTILITY DIS...	21100 · Accounts Paya...		150.00		748,264.31
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					5,280.00 +		
					250.00 +		
					257.90 +		
					236.60 +		
					200.00 +		
					200.00 +		
					400.00 +		
					3,135.30 +		
					2,469.08 +		
					400.00 +		
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Morristown-Hamblen County Solid Waste Board

11/11/2025 2:07 PM

Register: 11130 · Operating Account  
 From 11/12/2025 through 11/12/2025  
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
11/12/2025	10165	ACCIDENT FUND I...	21100 · Accounts Paya...		931.40		441,842.47
11/12/2025	10166	ALLEGRA-MORRI...	21100 · Accounts Paya...	po#7619	1,426.23		440,416.24
11/12/2025	10167	BANKCARD CENT...	21100 · Accounts Paya...		182.97		440,233.27
11/12/2025	10168	CANON SOLUTIO...	21100 · Accounts Paya...		71.24		440,162.03
11/12/2025	10169	CHARTER COMM...	21100 · Accounts Paya...		268.90		439,893.13
11/12/2025	10170	CINTAS	21100 · Accounts Paya...		572.60		439,320.53
11/12/2025	10171	CITY OF MORRIST...	21100 · Accounts Paya...		1,061.62		438,258.91
11/12/2025	10172	DAVID BERRY TR...	21100 · Accounts Paya...		880.00		437,378.91
11/12/2025	10173	FUELMAN	21100 · Accounts Paya...		187.67		437,191.24
11/12/2025	10174	HAMBLEN COUNT...	21100 · Accounts Paya...		11,692.55		425,498.69
11/12/2025	10175	LANE SALES, LLC-V	21100 · Accounts Paya...	PO#7624	249.99		425,248.70
11/12/2025	10176	LIBERTY TIRE RE...	21100 · Accounts Paya...		1,255.10		423,993.60
11/12/2025	10177	NAPA AUTO PARTS	21100 · Accounts Paya...		1,456.74		422,536.86
11/12/2025	10178	PDS CONSULTING	21100 · Accounts Paya...		1,236.20		421,300.66
11/12/2025	10179	PURKEY,CARTER,...	21100 · Accounts Paya...		1,850.00		419,450.66
11/12/2025	10180	ROGERS PETROLE...	21100 · Accounts Paya...		2,317.28		417,133.38
11/12/2025	10181	STOWERS MACHI...	21100 · Accounts Paya...		16,607.58		400,525.80
11/12/2025	10182	VERIZON WIRELE...	21100 · Accounts Paya...		157.92		400,367.88
11/12/2025	10183	WESTROCK KNOX...	21100 · Accounts Paya...		5,100.00		395,267.88

931.40 +  
 1,426.23 +  
 182.97 +  
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 268.90 +  
 572.60 +  
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 1,236.20 +  
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 2,317.28 +  
 16,607.58 +  
 157.92 +  
 5,100.00 +

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47,505.99 \*

# Payment Details



Hamblen Morristown Solid Waste - 512783

**PAYMENT ID: 26**

**AUDIT INFORMATION**

	HAMBLEN MORRIST	Timestamp	User ID	Company
ACH Company		11/12/2025 01:50:27 PM		
ACH Company ID				
Payment Type		11/12/2025 01:35:59 PM		
Same Day				
Value Date				
Batch Status				
Entry Method				
Batch Description				
Template				
Tnum				

Beneficiary Name	Bene ID	Credit/(Debit)	ABA	Type	Status	Pmnt ID	Trace ID
A.M. P.M. Movers	AMPM	(255.60)	064205388	Checking	Entered	52201940	
Ballinger Construction	BC1991	(799.80)	084307033	Checking	Entered	52201931	
Casper's Body Shop & W	CBS1997	(15.60)	064208848	Checking	Entered	52201930	
Griffin Waste Ser	GWS	(411.00)	064202860	Checking	Entered	52201946	
Junk Bee Gone LLC.	JBG	0.00	084000026	Checking	Held	52201942	
Renner Electric, Heat	REHC	0.00	064201324	Checking	Held	52201933	
Southern Waste Service	SWS660	(31,239.00)	064205388	Checking	Entered	52201935	
Spectrum Management Gr	SMG1941	(245.40)	064202983	Checking	Entered	52201928	
Unique Building Constr	UBC1994	(1,055.40)	064201324	Checking	Entered	52201938	
<b>Batch Totals</b>		<b>0.00</b> <b>(34,021.80)</b>	<b>Credits - 0</b> <b>(Debits) - 7</b>	<b>Prenotes - 0</b>			

Continued



Morristown-Hamblen County Solid Waste Board

11/12/2025 8:03 AM

Register: 11130 · Operating Account

From 11/12/2025 through 11/12/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
11/12/2025	10165	ACCIDENT FUND I...	21100 · Accounts Paya...		931.40		441,842.47
11/12/2025	10166	ALLEGRA-MORRI...	21100 · Accounts Paya...	po#7619	1,426.23		440,416.24
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11/12/2025	10177	NAPA AUTO PARTS	21100 · Accounts Paya...		1,456.74		422,536.86
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11/12/2025	10179	PURKEY,CARTER,...	21100 · Accounts Paya...		1,850.00		419,450.66
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11/12/2025	10183	WESTROCK KNOX...	21100 · Accounts Paya...		5,100.00		395,267.88
11/12/2025	10184	APPALACHIAN EL...	21100 · Accounts Paya...		1,051.35		394,216.53



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**  
 OCT 30 2025  
 BY: \_\_\_\_\_

Initial Inspection

<b>CHECK IF UNDER ENFORCEMENT ACTION</b>	<input type="checkbox"/>
WEATHER	60F Rainy

**CLASS I FACILITY INSPECTION CHECKLIST**

Morristown Balefill Landfill SNL320000152 3849 Sublett Road Hamblen	EFO KNOX
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\*SEE DISCLAIMER ON LAST PAGE

VIOLATION	REGULATION	OBSERVATION			
		NVO	AOC	V1	V2

**RECORDS AND REPORTS**

<b>CERTIFIED PERSONNEL NOT PRESENT DURING OPERATING HOURS</b>	0400-11-01-.04(2)(b)5.	<input checked="" type="checkbox"/> NA	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS				
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<b>TRAINED PERSONNEL NOT PRESENT DURING OPERATING HOURS</b>	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"/>
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COMMENTS				
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<b>PERMITS, PLANS, OPERATING MANUAL NOT AVAILABLE</b>	0400-11-01-.02(5)(a)(7).	<input checked="" type="checkbox"/> NA	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS				
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<b>INADEQUATE RANDOM INSPECTION PROGRAM</b>	0400-11-01-.04(2)(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS				
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<b>NO OPERATING SCALES AND/OR FAILURE TO MAINTAIN WASTE RECORDS</b>	T.C.A. 68-211-862(a)(b)(1)(2)	<input checked="" type="checkbox"/> NA	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS				
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<b>OPERATION DOES NOT CORRESPOND WITH ENGINEERING PLANS</b>	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"/>
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COMMENTS				
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<b>OPERATION DOES NOT CORRESPOND WITH PERMIT CONDITIONS</b>	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"/>
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COMMENTS				
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\*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
<b>GENERAL FACILITY STANDARDS</b>						
<b>ACCESS NOT LIMITED TO OPERATING HOURS</b>		0400-11-01-.04(2)(a)4.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>INADEQUATE INFORMATION SIGNS</b>		0400-11-01-.04(2)(b)2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>INADEQUATE ARTIFICIAL OR NATURAL BARRIER</b>		0400-11-01-.04(2)(b)1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>INADEQUATE EMPLOYEE FACILITIES</b>		0400-11-01-.04(2)(e)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>UNSATISFACTORY ACCESS ROAD(S)/ PARKING AREA(S)</b>		0400-11-01-.04(2)(b)3.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>NO COMMUNICATION DEVICES</b>		0400-11-01-.04(2)(f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>INADEQUATE FIRE PROTECTION</b>		0400-11-01-.04(2)(c)2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>NO PERMANENT BENCHMARK</b>		0400-11-01-.04(2)(o)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>BUFFER ZONE STANDARD VIOLATED</b>		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
<b>OVERALL PERFORMANCE STANDARDS</b>			
UNSATISFACTORY LITTER CONTROL		0400-11-01-.04(2)(d)	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS	Litter control near the working face needs to be a focus to avoid possible compliance issues.		
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			
<b>LEACHATE MANAGEMENT</b>			
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
<b>LEACHATE MANAGEMENT</b>						
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						
<b>EROSION CONTROL</b>						
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						
<b>GAS AND GROUNDWATER MIGRATION</b>						
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						
<b>COVER REQUIREMENTS</b>						
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
<b>COVER REQUIREMENTS</b>						
<b>UNSATISFACTORY INTERMEDIATE COVER</b>		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						
<b>UNSATISFACTORY FINAL COVER</b>		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						
<b>UNSATISFACTORY STABILIZATION OF COVER</b>		0400-11-01-.04(6)(a)5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>OPERATIONS AND WASTE HANDLING</b>						
<b>INADEQUATE OPERATING EQUIPMENT</b>		0400-11-01-.04(2)(g)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>UNAVAILABILITY OF BACKUP EQUIPMENT</b>		0400-11-01-.04(2)(g)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>WASTE NOT CONFINED TO A MANAGEABLE AREA</b>		0400-11-01-.04(6)(a)1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>IMPROPER SPREADING OF WASTE</b>		0400-11-01-.04(6)(a)2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>IMPROPER COMPACTING OF WASTE</b>		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	
<b>OPERATIONS AND WASTE HANDLING</b>				
<b>MISHANDLING OF SPECIAL WASTE</b>		0400-11-01-.01(4)(d)1.	<input checked="" type="checkbox"/>	NA <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>EVIDENCE OF OPEN BURNING</b>		0400-11-01-.04(2)(c)1.	<input checked="" type="checkbox"/>	NA <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>DUMPING OF WASTE INTO WATER</b>		0400-11-01-.04 (2)(a)3.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>WASTE RESTRICTIONS</b>				
<b>UNAUTHORIZED WASTE ACCEPTED</b>		0400-11-01-.04(2)(k)1.	<input checked="" type="checkbox"/>	NA <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>UNAPPROVED SPECIAL WASTE ACCEPTED</b>		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				
<b>DEAD ANIMALS IMPROPERLY HANDLED</b>		0400-11-01-.04(2)(k)5.(ii) (I-III)	<input checked="" type="checkbox"/>	NA <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>TIRES IMPROPERLY HANDLED</b>		0400-11-01-.04(2)(k)3.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>MEDICAL WASTE IMPROPERLY HANDLED</b>		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: 2025.10.23 13:51:49 -04'00'

**ADDITIONAL COMMENTS**

Inspection photolog:

A large, empty rectangular box with a thin black border, occupying most of the page below the 'Inspection photolog:' label. It is intended for a user to paste or draw inspection photographs.



TENNESSEE DIVISION OF SOLID WASTE MANAGEMENT  
CLASS III FACILITY INSPECTION DOCUMENT

Initial Inspection BY: \_\_\_\_\_

**CLASS III  
FACILITY**

SITE	DATE 10/21/2025	TIME 14:29	WEATHER 60F Rainy
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Lakeway Sanitation & Recycling C&D DML320000100 4601 Sublett Road Hamblen  
EFO  
KNOX

\*SEE DISCLAIMER ON LAST PAGE

VIOLATION	REGULATION	OBSERVATION			
		NVO	AOC	V1	V2

16 **BUFFER ZONE STANDARDS FOR SITING LANDFILLS**

<b>8310</b>	<b>BUFFER ZONE STANDARD VIOLATED</b>	0400-11-01-.04(3)(a)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

5 **COMMUNICATIONS**

<b>8130</b>	<b>NO COMMUNICATION DEVICES</b>	0400-11-01-.04(2)(f)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

7 **COVER MATERIAL**

<b>8160</b>	<b>UNAVAILABILITY OF COVER MATERIAL.</b>	0400-11-01-.04(2)(h)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

11 **DEAD ANIMALS**

<b>8250</b>	<b>DEAD ANIMALS IMPROPERLY HANDLED</b>	0400-11-01-.04(2)(k)5.(i)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

9 **DUST CONTROL**

<b>8190</b>	<b>INADEQUATE DUST CONTROL</b>	0400-11-01-.04(2)(j)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

19 **DUTY TO PROVIDE INFORMATION**

<b>8530</b>	<b>UNSATISFACTORY RECORDS OR REPORTS</b>	0400-11-01-.02(5)(a)7 TCA 68-211-862(a)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

<b>8590</b>	<b>PERMITS, PLANS, OPERATING MANUAL NOT AVAILABLE</b>	0400-11-01-.02(5)(a)(7)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

\*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
2 <b>FIRE SAFETY</b>						
<b>8080</b>	<b>EVIDENCE OF OPEN BURNING</b>	0400-11-01-.04(2)(c)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8090</b>	<b>INADEQUATE FIRE PROTECTION</b>	0400-11-01-.04(2)(c)2	?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS	A smolder was detected in two places during inspection. Both areas were smothered with earth, but will need to be supervised to avoid fire.					
1 <b>GENERAL FACILITY STANDARDS</b>						
<b>8010</b>	<b>INADEQUATE VECTOR CONTROL</b>	0400-11-01-.04(2)(a)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8020</b>	<b>ACCESS NOT LIMITED TO OPERATING HOURS</b>	0400-11-01-.04(2)(a)4	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8030</b>	<b>INADEQUATE ARTIFICIAL OR NATURAL BARRIER</b>	0400-11-01-.04(2)(b)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8040</b>	<b>INADEQUATE INFORMATION SIGNS</b>	0400-11-01-.04(2)(b)2 TCA 68-211-703(h)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8050</b>	<b>UNSATISFACTORY ACCESS ROAD(S)/PARKING AREA(S)</b>	0400-11-01-.04(2)(b)3	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8070</b>	<b>UNAPPROVED SALVAGING OF WASTE</b>	0400-11-01-.04(2)(b)6	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
3 <b>LITTER CONTROL</b>						
<b>8110</b>	<b>UNSATISFACTORY LITTER CONTROL</b>	0400-11-01-.04(2)(d)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						

\*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
<b>6 OPERATING EQUIPMENT</b>						
<b>8140</b>	<b>INADEQUATE OPERATING EQUIPMENT</b>	0400-11-01-.04(2)(g)	?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS	Shredder on site was damaged by a equipment fire. As equipment is listed as a prime mover by the facility permit, chnage sin it's status should be updated to the DSWM at any change.					
<b>8150</b>	<b>UNAVAILABILITY OF BACKUP EQUIPMENT</b>	0400-11-01-.04(2)(g)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>12 OVERALL PERFORMANCE STANDARD</b>						
<b>8270</b>	<b>EXPOSED SOLID WASTE</b>	0400-11-01-.04(2)(a)(3)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8350</b>	<b>LEACHATE OBSERVED AT THE SITE</b>	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(c)(i)-(iii)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8360</b>	<b>LEACHATE ENTERING RUN-OFF</b>	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(c)(i)-(iii)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8370</b>	<b>LEACHATE ENTERING A WATER COURSE</b>	0400-11-01-.04(2)(a)(3) 0400-11-01-.04(4)(c)(i)-(iii)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8490</b>	<b>EXCESSIVE POOLING OF WATER</b>	(CLOSURE/POST)0400-11-01-.04(2)(a)3 0400-11-01-.04(8)(c)4(iii) (ACTIVE) 0400-11-01-04(9)(b)1(ix)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8520</b>	<b>DUMPING OF WASTE INTO WATER</b>	0400-11-01-.04 (2)(a)3	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>13 PERMANENT BENCHMARK</b>						
<b>8280</b>	<b>NO PERMANENT BENCHMARK</b>	0400-11-01-.04(2)(o)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						

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VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
<b>4 PERSONNEL SERVICES</b>						
<b>8120</b>	<b>INADEQUATE EMPLOYEE FACILITIES</b>	0400-11-01-.04(2)(e)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>20 PROPER OPERATION AND MAINTENANCE</b>						
<b>8540</b>	<b>GROUNDWATER MONITORING SYSTEM IMPROPERLY MAINTAINED</b>	0400-11-01-.02(5)(a)4	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>14 RANDOM INSPECTION PROGRAM</b>						
<b>8290</b>	<b>INADEQUATE RANDOM INSPECTION PROGRAM</b>	0400-11-01-.04(2)(s)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8 RUN-ON, RUN-OFF, AND EROSION CONTROL</b>						
<b>8170</b>	<b>INADEQUATE MAINTENANCE OF RUN-ON/ RUN-OFF SYSTEM(S)</b>	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"/>
COMMENTS						
<b>8180</b>	<b>INADEQUATE EROSION CONTROL</b>	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"/>
COMMENTS						
<b>15 SPECIAL WASTE APPROVAL PROCESS</b>						
<b>8300</b>	<b>MISHANDLING OF SPECIAL WASTE</b>	0400-11-01-.01(4)(d)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>22 UNLAWFUL METHODS OF DISPOSAL</b>						
<b>8570</b>	<b>OPERATION DOES NOT CORRESPOND WITH ENGINEERING PLANS (EVALUATE AND RECORD THE APPROXIMATE INTERIOR AND EXTERIOR SLOPE OF THE LANDFILL)</b>	TCA68-211-104(3) TCA 68-211-105(b)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8580</b>	<b>OPERATION DOES NOT CORRESPOND WITH PERMIT CONDITIONS</b>	TCA 68-211-104(3) 0400-11-01-.02(5)(a)(1)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						

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VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
<b>18 WASTE HANDLING AND COVER STANDARDS</b>						
<b>8430</b>	<b>WASTE NOT CONFINED TO A MANAGEABLE AREA</b>	0400-11-01-.04(6)(b)1	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8460</b>	<b>UNSATISFACTORY INITIAL COVER</b>	0400-11-01-.04(6)(b)2(ii)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8480</b>	<b>UNSATISFACTORY FINAL COVER</b>	0400-11-01-.04(6)(b)3	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8510</b>	<b>UNSATISFACTORY STABILIZATION OF COVER</b>	0400-11-01-.04(6)(a)5,6	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>10 WASTE RESTRICTIONS</b>						
<b>8210</b>	<b>UNAUTHORIZED WASTE ACCEPTED</b>	0400-11-01-.04(2)(k)1 0400-11-01-.04(2)(k)6	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8220</b>	<b>UNAPPROVED SPECIAL WASTE ACCEPTED</b>	0400-11-01-.01(4)(b) 0400-11-01-.01(4)(c)5	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8230</b>	<b>TIRES IMPROPERLY HANDLED</b>	0400-11-01-.04(2)(k)3.(i)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>8240</b>	<b>MEDICAL WASTE IMPROPERLY HANDLED</b>	0400-11-01-.04(2)(k)4(i-iv)	?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						

**ADDITIONAL COMMENTS**

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**SAVE FORM**

Follow-Up Inspection Date

Inspector Name

**Lewis L Haynes IV** Digitally signed by Lewis L Haynes IV  
Date: 2025.10.23 14:07:34 -04'00'

Additional Comments

Inspection photolog:

A large, empty rectangular box with a thin black border, intended for an inspection photolog. The box is currently blank, with only a few small, faint specks visible.



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**  
 NOV 11 2025  
 BY: \_\_\_\_\_

Initial Inspection

CHECK IF UNDER  
 ENFORCEMENT  
 ACTION

DATE 11/6/2025	TIME 11:30	WEATHER 50F Sunny
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**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**

<b>CERTIFIED PERSONNEL NOT PRESENT DURING OPERATING HOURS</b>	0400-11-01-.04(2)(b)5.	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

<b>TRAINED PERSONNEL NOT PRESENT DURING OPERATING HOURS</b>	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

<b>PERMITS, PLANS, OPERATING MANUAL NOT AVAILABLE</b>	0400-11-01-.02(5)(a)(7).	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	-------------------------------------	----	--------------------------	--------------------------

COMMENTS

<b>INADEQUATE RANDOM INSPECTION PROGRAM</b>	0400-11-01-.04(2)(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	----------------------	--------------------------	--------------------------	--------------------------	--------------------------

COMMENTS

<b>NO OPERATING SCALES AND/OR FAILURE TO MAINTAIN WASTE RECORDS</b>	T.C.A. 68-211-862(a)(b)(1)(2)	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
---	-------------------------------	--------------------------	----	--------------------------	--------------------------

COMMENTS

<b>OPERATION DOES NOT CORRESPOND WITH ENGINEERING PLANS</b>	T.C.A. 68-211-104(3) T.C.A. 68-211-105(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

<b>OPERATION DOES NOT CORRESPOND WITH PERMIT CONDITIONS</b>	T.C.A. 68-211-104(3) 0400-11-01-.02(5)(a)1.	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>
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COMMENTS

\*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION		OBSERVATION			
				NVO	AOC	V1	V2
<b>GENERAL FACILITY STANDARDS</b>							
<b>ACCESS NOT LIMITED TO OPERATING HOURS</b>		0400-11-01-.04(2)(a)4.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS							
<b>INADEQUATE INFORMATION SIGNS</b>		0400-11-01-.04(2)(b)2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS							
<b>INADEQUATE ARTIFICIAL OR NATURAL BARRIER</b>		0400-11-01-.04(2)(b)1.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS							
<b>INADEQUATE EMPLOYEE FACILITIES</b>		0400-11-01-.04(2)(e)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS							
<b>UNSATISFACTORY ACCESS ROAD(S)/ PARKING AREA(S)</b>		0400-11-01-.04(2)(b)3.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS							
<b>NO COMMUNICATION DEVICES</b>		0400-11-01-.04(2)(f)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS							
<b>INADEQUATE FIRE PROTECTION</b>		0400-11-01-.04(2)(c)2.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS							
<b>NO PERMANENT BENCHMARK</b>		0400-11-01-.04(2)(o)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS							
<b>BUFFER ZONE STANDARD VIOLATED</b>		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
<b>OVERALL PERFORMANCE STANDARDS</b>						
<b>UNSATISFACTORY LITTER CONTROL</b>		0400-11-01-.04(2)(d)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS</b>	Litter control near the working face continues to be an issue needs to be a focus to avoid possible compliance issues.					
<b>INADEQUATE DUST CONTROL</b>		0400-11-01-.04(2)(j)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS</b>						
<b>INADEQUATE VECTOR CONTROL</b>		0400-11-01-.04(2)(a)1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS</b>						
<b>POTENTIAL FOR EXPLOSIONS OR UNCONTROLLED FIRES</b>		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"/>
<b>COMMENTS</b>						
<b>UNAPPROVED SALVAGING OF WASTE</b>		0400-11-01-.04(2)(b)6.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS</b>						
<b>LEACHATE MANAGEMENT</b>						
<b>LEACHATE OBSERVED AT THE SITE</b>		0400-11-01-.04(2)(a)(3).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*LEACHATE ON EXTERNAL SLOPE *LEACHATE ENTERING RUN-OFF *LEACHATE ENTERING A WATER COURSE			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS</b>						
<b>INADEQUATE MAINTENANCE OF LEACHATE MANAGEMENT SYSTEM</b> (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"/>
<b>COMMENTS</b>	Cell 4: 24.2, Cell 6: 21.7					
<b>Leachate Improperly Managed</b>		0400-11-01-.04(4)(a)8.(i-iii)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS</b>						

\*SEE DISCLAIMER ON LAST PAGE

VIOLATION		REGULATION	OBSERVATION			
			NVO	AOC	V1	V2
<b>LEACHATE MANAGEMENT</b>						
<b>INADEQUATE LEACHATE COLLECTION SYSTEM</b>		0400-11-01-.04(4)(a)7.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>EROSION CONTROL</b>						
<b>INADEQUATE EROSION CONTROL</b>		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						
<b>INADEQUATE MAINTENANCE OF RUN-ON/RUN-OFF SYSTEM(S)</b>		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						
<b>EXPOSED SOLID WASTE</b>		0400-11-01-.04(2)(a)(3).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>GAS AND GROUNDWATER MIGRATION</b>						
<b>INADEQUATE GAS MIGRATION CONTROL SYSTEM</b>		0400-11-01-.04(5)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>INADEQUATE MAINTENANCE OF GAS MIGRATION CONTROL SYSTEM</b>		0400-11-01-.04(5)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>GROUNDWATER MONITORING SYSTEM IMPROPERLY MAINTAINED</b>		0400-11-01-.02(5)(a)4.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>COVER REQUIREMENTS</b>						
<b>UNAVAILABILITY OF COVER MATERIAL</b>		0400-11-01-.04(2)(h)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>UNSATISFACTORY INITIAL COVER</b>		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
<b>COVER REQUIREMENTS</b>						
<b>UNSATISFACTORY INTERMEDIATE COVER</b>		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						
<b>UNSATISFACTORY FINAL COVER</b>		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						
<b>UNSATISFACTORY STABILIZATION OF COVER</b>		0400-11-01-.04(6)(a)5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>OPERATIONS AND WASTE HANDLING</b>						
<b>INADEQUATE OPERATING EQUIPMENT</b>		0400-11-01-.04(2)(g)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>UNAVAILABILITY OF BACKUP EQUIPMENT</b>		0400-11-01-.04(2)(g)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>WASTE NOT CONFINED TO A MANAGEABLE AREA</b>		0400-11-01-.04(6)(a)1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>IMPROPER SPREADING OF WASTE</b>		0400-11-01-.04(6)(a)2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS						
<b>IMPROPER COMPACTING OF WASTE</b>		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
<b>OPERATIONS AND WASTE HANDLING</b>				
<b>MISHANDLING OF SPECIAL WASTE</b>		0400-11-01-.01(4)(d)1.	<input checked="" type="checkbox"/>	NA <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>EVIDENCE OF OPEN BURNING</b>		0400-11-01-.04(2)(c)1.	<input checked="" type="checkbox"/>	NA <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>DUMPING OF WASTE INTO WATER</b>		0400-11-01-.04 (2)(a)3.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>WASTE RESTRICTIONS</b>				
<b>UNAUTHORIZED WASTE ACCEPTED</b>		0400-11-01-.04(2)(k)1.	<input checked="" type="checkbox"/>	NA <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>UNAPPROVED SPECIAL WASTE ACCEPTED</b>		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				
<b>DEAD ANIMALS IMPROPERLY HANDLED</b>		0400-11-01-.04(2)(k)5.(ii) (I-III)	<input checked="" type="checkbox"/>	NA <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>TIRES IMPROPERLY HANDLED</b>		0400-11-01-.04(2)(k)3.	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
<b>MEDICAL WASTE IMPROPERLY HANDLED</b>		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: 2025.11.10 13:53:55 -05'00'

**ADDITIONAL COMMENTS**

A large, empty rectangular box with a thin black border, occupying most of the page below the 'ADDITIONAL COMMENTS' header. It is intended for handwritten or typed notes.

**Stephanie Clonce**

---

**From:** Hauck, Roger <rhauck@tmhcc.com>  
**Sent:** Wednesday, November 12, 2025 3:32 PM  
**To:** mlamb@mainstreetins.com  
**Cc:** Stephanie Clonce  
**Subject:** RE: Claim# OPM-25-15510 - HAMBLEN COUNTY-MORRISTOWN SOLID WASTE SYSTEM - Claim Acknowledgment

I spoke with Mallorie. I advised we would have a formal email response shortly.

Good afternoon, Dennis and Mallory, we are not disputing coverage of the Tana Shark from the fire. We have reviewed the initial reports and have presented this claim for financial authority to pay based on the scheduled value of \$900,000 less the \$10K deductible. Your policy also allows for \$5,000 in debris removal that will be tendered as part of the settlement. The total payment amount would be \$895,000 once authority is granted. Unfortunately, the equipment is scheduled under the Inland Marine Form and there are no provisions for loss of income or rental reimbursement.

The purpose of the second inspection is to determine if there may have been any factory defects that contributed to the loss and a potential chance for any financial recovery. It is very important that the damaged equipment is left untouched until this second inspection is completed to prevent any spoilage of evidence.

In the meantime, please send us an email with your physical address, contact name and phone number so that we can prepare to overnight payment via FedEx to you as soon as authority is granted. A physical address is needed, and a PO box cannot be utilized. Please feel free to contact me directly with any questions.

Thank you

**Roger Hauck**  
Senior Claims Adjuster  
Tokio Marine HCC - Public Risk Group  
rhauck@tmhcc.com  
Tel: 980-219-0679  
tmhcc.com

**From:** Malarie Lamb <mlamb@mainstreetins.com>  
**Sent:** Wednesday, November 12, 2025 11:33 AM  
**To:** Hauck, Roger <rhauck@tmhcc.com>; Dhodre, Pratiksha <pdhodre@tmhcc.com>; Hill, Briony <bhill@tmhcc.com>  
**Subject:** RE: Claim# OPM-25-15510 - HAMBLEN COUNTY-MORRISTOWN SOLID WASTE SYSTEM - Claim Acknowledgment

---

You don't often get email from mlamb@mainstreetins.com. [Learn why this is important](#)

This is an encrypted email from **Malarie Lamb**. To reply to this email encrypted, you may [Click here](#).

Good morning,

Reaching out regarding an update for the claim listed above. I spoke with Dennis and he said that the first adjuster came out to assess the damage and determine it was an electrical issue. There is a second inspection appointment set up for the week of 12/20/25?? The insured doesn't have a shredder that is working and they are losing money daily as this just sits. Please provide an update on the status and is there any way to speed this along? Is there a way to get a rental machine brought in and paid for under his coverage while investigation is ongoing? He also needs to open up and make sure that he's being paid out for business income loss during the period of this equipment is inoperable. Please advise.

Thank you,

MAIN STREET

EST. 1898

**MALARIE LAMB**  
COMMERCIAL SELECT DIVISION MANAGER

O: 877.879.4578  
D: 704.944.6110

[mlamb@mainstreetins.com](mailto:mlamb@mainstreetins.com)  
[www.mainstreetins.com](http://www.mainstreetins.com)

[Click here for more about the Main Street and Strate Partnership.](#)

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**Please be advised that no coverage can be bound or amended until confirmed by an agent.**

**From:** Main Street Insurance Group <[mail@mainstreetins.com](mailto:mail@mainstreetins.com)>

**Sent:** Wednesday, October 15, 2025 9:45 AM

**To:** VA-Commercial <[VA-Commercial@mainstreetins.com](mailto:VA-Commercial@mainstreetins.com)>

**Subject:** FW: Claim# OPM-25-15510 - HAMBLEN COUNTY-MORRISTOWN SOLID WASTE SYSTEM - Claim Acknowledgment

MAIN STREET

MAIN STREET INSURANCE GROUP

O: 877.872.4578  
www.mainstreetins.com

EST. 1898

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**Please be advised that no coverage can be bound or amended until confirmed by an agent.**

**From:** Dhodre, Pratiksha <pdhodre@tmhcc.com>

**Sent:** Wednesday, October 15, 2025 9:31 AM

**To:** [susie@savillepublicentity.com](mailto:susie@savillepublicentity.com); Main Street Insurance Group <[mail@mainstreetins.com](mailto:mail@mainstreetins.com)>; [office@hcmsw.org](mailto:office@hcmsw.org)

**Subject:** Claim# OPM-25-15510 - HAMBLEN COUNTY-MORRISTOWN SOLID WASTE SYSTEM - Claim Acknowledgment

Your referenced claim has been assigned to Adjuster, Hauck Roger and the adjusters' contact information can be found in the attached Claim Acknowledgment.

Please feel free to contact your adjuster with any questions or concerns. If you need additional general claims assistance, please reach out to [bhill@tmhcc.com](mailto:bhill@tmhcc.com) (832) 371-9666."

Do not reply to this email.

Thank you.

Regards,

**Pratiksha Dhodre**

Claims Assistant

WNS Global Services on behalf of Tokio Marine HCC – Public Risk Group

[Pdhodre@tmhcc.com](mailto:Pdhodre@tmhcc.com)

[tmhcc.com](http://tmhcc.com)

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RPOST\* PATENTED

**RECEIVED**  
**OCT 27 2025**

<b>EJCDC</b> ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		<b>Contractor's Application for Payment No. 12</b>	
Application Period: 4/26/2025 thru 10/24/2025		Application Date: 10/24/2025	
To (Owner): Hamblen County/Morrisstown Solid Waste Commission	From (Contractor): East Tennessee Turf and Landscape	Via (Engineer): LDA Engineering	
Project: Class 1 Phase 3 Landfill Expansion Plan	Contract: Class 1 Phase 3 Landfill Expansion Plan	Engineer's Project No.: IHC316	
Owner's Contract No:	Contractor's Project No.: ETTL#24-66		

**Application For Payment  
Change Order Summary**

Approved Change Orders Number	Additions	Deductions
Change Order No. 1	\$18,000.00	
Change Order No. 2	\$80,000.00	
Change Order No. 3	\$3,014,450.40	
<b>TOTAL \$ 3,112,450.40</b>		
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>\$3,112,450.40</b>

1. ORIGINAL CONTRACT PRICE..... \$ 15,376,406.50
2. Net change by Change Orders..... \$ 3,112,450.40
3. Current Contract Price (Line 1 ± 2)..... \$ 18,488,856.90
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 12,656,745.04
5. RETAINAGE:
  - a. 5% X \$ 11,655,927.75 Work Completed..... \$ 582,796.39
  - b. 5% X \$ 1,000,817.29 Stored Material..... \$ 50,040.86
  - c. Total Retainage (Line 5a + Line 5b)..... \$ 632,837.25
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 12,023,907.79
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 11,601,555.98
8. AMOUNT DUE THIS APPLICATION..... \$ 422,351.81
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ 6,464,949.11

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 10.23.2025

Payment of \$ 422,351.81  
 (Line 8 or other - attach explanation of the other amount)

is recommended by \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of \$ \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)

is approved by \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by \_\_\_\_\_  
 Funding Agency (if applicable) \_\_\_\_\_ (Date)

Contractor's Application

Progress Estimate - Unit Price Work

For Contractor		Class 1 Phase 1 and B1 Expansion Plan		Application Number: 12		Application Date: 10/24/2025		
Item No	Description	UNIT	Est. Qty	Unit Price	Est. Value (\$)	Value of Work Installed to Date	% (F/H)	Balance to Finish (H-F)
1	Mobilization	LS	1	\$ 400,000.00	\$ 400,000.00	\$ 200,000.00	50.0%	\$ 200,000.00
2	Site Demolition	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 70,000.00	70.0%	\$ 30,000.00
3	18" RCP Pipe	LI	120	\$ 100.00	\$ 12,000.00	\$ 12,000.00	100.0%	\$ 0.00
4	24" RCP Pipe	LI	160	\$ 115.00	\$ 18,400.00	\$ 18,400.00	100.0%	\$ 0.00
5	30" RCP Pipe	LI	240	\$ 125.00	\$ 30,000.00	\$ 30,000.00	100.0%	\$ 0.00
6	42" RCP Pipe	LI	540	\$ 350.00	\$ 189,000.00	\$ 189,000.00	100.0%	\$ 0.00
7	Headwalls and Endwalls	EACH	5	\$ 4,200.00	\$ 21,000.00	\$ 21,000.00	100.0%	\$ 0.00
8	Ann-Sweep Collar (Pond Outlet Pipes)	EACH	4	\$ 500.00	\$ 2,000.00	\$ 2,000.00	100.0%	\$ 0.00
9	4" DIA Storm Manhole	EACH	1	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	100.0%	\$ 0.00
10	Rep-Rap 1 med. Ditch	LF	200	\$ 50.00	\$ 10,000.00	\$ 10,000.00	100.0%	\$ 0.00
11	Miscellaneous Rep-Rap with Fiber Cloth	SY	200	\$ 50.00	\$ 10,000.00	\$ 10,000.00	100.0%	\$ 0.00
12A	Porous Filter Berm Pond 1	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	100.0%	\$ 0.00
12B	Porous Filter Berm Pond 2	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	100.0%	\$ 0.00
13A	Pond 1 Outlet Skimmer & Rest	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	100.0%	\$ 0.00
13B	Pond 2 Outlet Skimmer & Rest	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	100.0%	\$ 0.00
14A	Emergency Spillway Pond 1	LF	75	\$ 40.00	\$ 3,000.00	\$ 3,000.00	100.0%	\$ 0.00
14B	Emergency Spillway Pond 2	LF	200	\$ 25.00	\$ 5,000.00	\$ 5,000.00	100.0%	\$ 0.00
15	Pond 1 Grading (Cut)	CY	41000	\$ 8.00	\$ 328,000.00	\$ 328,000.00	100.0%	\$ 0.00
16	Pond 1 Grading (Fill)	CY	1500	\$ 10.00	\$ 15,000.00	\$ 15,000.00	100.0%	\$ 0.00
17	Pond 1 Grading (Cut)	CY	26500	\$ 6.00	\$ 159,000.00	\$ 159,000.00	100.0%	\$ 0.00
18	Pond 2 Grading (Fill)	CY	6500	\$ 10.00	\$ 65,000.00	\$ 65,000.00	100.0%	\$ 0.00
19	Low Carbonate Stone for Leachate Piping	TON	17000	\$ 60.00	\$ 1,020,000.00	\$ 1,020,000.00	100.0%	\$ 0.00
20	6" Solid HDPE Pipe	LF	3000	\$ 25.00	\$ 75,000.00	\$ 75,000.00	100.0%	\$ 0.00
21	6" Perforated HDPE Pipe	LF	2500	\$ 30.00	\$ 75,000.00	\$ 75,000.00	100.0%	\$ 0.00
22	8" Solid HDPE Pipe	LF	150	\$ 30.00	\$ 4,500.00	\$ 4,500.00	100.0%	\$ 0.00
23	8" Perforated HDPE Pipe	LF	1600	\$ 35.00	\$ 56,000.00	\$ 56,000.00	100.0%	\$ 0.00
24	18" Leachate Pump Riser	LF	300	\$ 180.00	\$ 54,000.00	\$ 54,000.00	100.0%	\$ 0.00
25	Leachate Pipe Cleanout	EACH	24	\$ 1,500.00	\$ 36,000.00	\$ 36,000.00	100.0%	\$ 0.00
26	Leachate Pump & Appurtenances	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	100.0%	\$ 0.00
27	4" PVC Leachate Force Main	LF	460	\$ 40.00	\$ 18,400.00	\$ 18,400.00	100.0%	\$ 0.00
28	Leachate Force Main Tie-in to Existing Manhole	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	100.0%	\$ 0.00
29	Highly Compacted Clay Protective Layer (1" Thick)	CY	34000	\$ 6.00	\$ 204,000.00	\$ 204,000.00	100.0%	\$ 0.00
30	Geosynthetic Layer Liner (Cell Sheet)	SY	210000	\$ 0.31	\$ 65,100.00	\$ 65,100.00	100.0%	\$ 0.00
31	Stone Drainage Layer (2" Thick)	CY	15,000	\$ 57.00	\$ 855,000.00	\$ 855,000.00	100.0%	\$ 0.00
32	60 Mils Textured (Both Sides) HDPE Liner	SY	867000	\$ 0.65	\$ 563,550.00	\$ 563,550.00	100.0%	\$ 0.00
33	Double Sided Geotextile Composite Over Synthetic Liner (Cell Sheet)	SY	664000	\$ 0.95	\$ 630,800.00	\$ 630,800.00	100.0%	\$ 0.00
34	2" Compacted Clay Liner (18-10-5) CM/SEC	CY	67500	\$ 8.00	\$ 540,000.00	\$ 540,000.00	100.0%	\$ 0.00
35	5" Clay Buffer (18-10-5) CM/SEC	CY	170000	\$ 4.00	\$ 680,000.00	\$ 680,000.00	100.0%	\$ 0.00
36	Site Preparation Grading (Fill)	CY	864384	\$ 11.85	\$ 10,242,950.40	\$ 10,242,950.40	100.0%	\$ 0.00
37	Site Preparation Grading (Fill)	CY	180000	\$ 8.00	\$ 1,440,000.00	\$ 1,440,000.00	100.0%	\$ 0.00
38	Vertical Concrete Block Manhole Perimeter Hatch	LF	4800	\$ 105.00	\$ 504,000.00	\$ 504,000.00	100.0%	\$ 0.00







LDA ENGINEERING

October 15, 2025

Mr. Tom Rush  
Hamblen County Solid Waste  
3849 Sublett Road  
Morristown, TN 37813

Reference: Landfill Consulting Services  
Class III Landfill Closure and Post Closure Costs

Dear Tom:

In accordance with your request, we have developed an estimate of the closure/ post closure cost for the Class III landfill purchased from GFL. We utilized the top of cap plan for the site provided by GFL to determine closure costs and the current TDEC guidelines for closure and post closure care cost determinations. Note that we have utilized a 5% average inflation rate in developing the future projections, based on our understanding of the current TDEC requirements. These estimates were utilized to project the costs through the end of the various site post closure care periods.

Based on our estimates and projections, following is the June 30, 2025 liability:

ITEM	ESTIMATED LIABILITY
<b>1. Closure</b>	
<b>A. Through End of Landfill Life</b>	\$2,976,540
<b>2. Post Closure</b>	
<b>A. Total Through Post Closure Period</b>	\$242,130
<b>3. Total Cost</b>	\$3,218,670
<b>4. Percent of Landfill Used</b>	49%
<b>5. Current Closure/Post Closure Liability</b>	\$1,577,148
<b>6. FY2024 Liability</b>	\$1,256,814
<b>7. Current Year Liability</b>	\$320,334

These numbers are derived from adjustment of all closure and post-closure costs and projections through the end(s) of the post-closure periods. Based on current diversions to the Class III site, the Class III site should be totally closed by 2033.

We appreciate the opportunity to provide consulting services to the Landfill Commission and look forward to working with you in providing quality solid waste disposal services to the residents of Morristown and Hamblen County. If you have questions or comments concerning this matter, please feel free to call.

Sincerely,

*Steve Bostic*

Steve Bostic, P.E.  
Chief Engineer

Copy: Dennis Barnes, Landfill Director

Amy Heminger, Purkey, Carter, Compton, Swann & Carter



LDA ENGINEERING

October 15, 2025

Mr. Tom Rush  
Hamblen County Solid Waste  
3849 Sublett Road  
Morristown, TN 37813

Reference: Landfill Consulting Services  
Closure and Post Closure Costs  
Class I Landfill

Dear Tom:

In accordance with your request, we have developed an estimate of the closure/ post closure cost for the Class I landfill as of June 30, 2025. Note that we have utilized a 5% average inflation rate (increased from 3%) in developing the future projections, based on our understanding of the current TDEC requirements. These estimates were utilized to project the costs through the end of the various site post closure care periods.

Based on our estimates and projections, following is the FY2025 liability:

ITEM	ESTIMATED LIABILITY
<b>1. Closure</b>	
<b>A. 2025 Value</b>	\$4,153,933
<b>2. Post Closure</b>	
<b>A. 2025 Value</b>	\$3,069,779
<b>3. Total Adjusted Cost</b>	\$7,223,712
<b>4. Percent of Landfill Used</b>	99.3%
<b>5. Current Closure/Post Closure Liability</b>	\$7,173,146
<b>6. FY2024 Liability</b>	\$6,804,049
<b>7. Liability Adjustment</b>	\$369,097

These numbers are derived from adjustment of all closure and post-closure costs and projections through the end(s) of the post-closure periods.

We appreciate the opportunity to provide consulting services to the Landfill Commission and look forward to working with you in providing quality solid waste disposal services to the residents of Morristown and Hamblen County. If you have questions or comments concerning this matter, please feel free to call.

Sincerely,

*Steve Bostic*

Steve Bostic, P.E.  
Chief Engineer

Copy: Dennis Barnes, Landfill Director  
Amy Hemminger, CPA



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 15, 2025

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

**CERTIFIED MAIL**  
**# 9589 0710 5270 3412 8218 19**  
**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 2024 Annual Progress Report, the region achieved a 32% diversion rate. The department also received the yearly update to the region's 10-year solid waste plan.

If you should have any questions, please contact Amber Greene at 615-651-9540 or by email at [Amber.Greene@tn.gov](mailto:Amber.Greene@tn.gov).

Sincerely,

Lisa A. Hughey, CHMM  
Director

cc: Chris Cutshaw, Hamblen County Mayor  
Dennis Barnes, Hamblen Solid Waste Director  
John LeCroy, Regional Director for External Affairs  
Amber Greene, Materials Management Program Manager

# RENTAL AGREEMENT

## EXHIBIT "A"

1. Names  
Humdinger Equipment, Ltd., Owner/Lessor  
Hamblen County TNRDO Equipment, Customer/Lessee
2. Customer agrees to rent the following equipment:  
Tana 440DT Shark Shredder Serial #BD0491, approximately 2,01,900 hours.
3. Duration: Month to month term: Start Date: + Est. 12/01/2025-10/25/2025.
4. Rental Charge: \$47,500 Rental Charge Per Month for up to 200 Hours Per month; Lessee will be responsible for hard surfacing the entire drum to match the condition as delivered, install new rotor knives and hardware, install new counter knives, make all mechanical repairs, and repair any damage incurred during the rental period. All PM services are the responsibility of the Lessee. Lessee will return the unit to a location designated by the Lessor no further than where the unit was picked up. Lessee will always pay for any PM service due during the rental period.
5. Payment: Due on the first day of the contract rental cycle.
6. Excess hourly charges: A Fee of \$225.00 per hour for any hours over 200 hours per month will be charged to the Lessee. Accumulative hours will be used. Example: a six-month rental will be allowed 1,200 total hours prior to excess hour charges.
7. Security Deposit: Not Required.
8. Delivery method: Lessee to pay freight cost from wherever unit rented is located and return freight back to Lubbock, Texas.
9. Purchase option: Customer has the option to purchase this unit any time during the rental period. The purchase price is \$925,000.00. 75% of rental payment will be applied to the purchase price.
10. Warranty: The unit may be under the manufacturer's standard warranty of 1 year / 1,500 hours. Extended coverage plans are available and must be purchased prior to the standard warranty expiring.
11. TMR Contract: TMR is not required.
12. Insurance: Must meet requirements in contract and provide a certificate to Lessor prior to unit shipping to Lessee.

Customer Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Customer's Initials \_\_\_\_\_

Humdinger's Initials \_\_\_\_\_

# RENTAL AGREEMENT

1. **DEFINITIONS.** "HEQ" means Humdinger Equipment, Ltd., a Texas Corporation doing business as Humdinger Equipment, 3202 Clovis Road, Lubbock, Texas, also known as Lessor. "Customer" means the person or entity identified as the lessee in Exhibit "A", including any representative, agent, officer or employee of Customer.
2. **AUTHORITY TO SIGN.** Any individual signing this Rental Contract represents and warrants that they are of legal age and have all authority and power to sign this Rental Contract on their own behalf or for the Customer. Furthermore, notwithstanding any claim of agency relationship, the person signing this Rental Contract is in all events considered directly and personally liable under this Rental Contract jointly and severally with the named Customer.
3. **COVENANTS AND CONDITIONS.** Each term and provision of this Rental Contract performable by the Customer is construed to be both a covenant and a condition. Customer warrants that all data and information furnished to HEQ, including identification presented HEQ and any financial statement or other credit information furnished to HEQ as an inducement to HEQ to lease the Equipment, and that all financial statements, information, data, names and addresses are true, correct and current. Customer shall promptly notify HEQ of any changes.
4. **TERM.** HEQ, rents the Equipment described in Exhibit "A" to the Customer for the term commencing when the Equipment leaves HEQ's premises and ending upon the expiration of the term for any reason whatsoever. Unless otherwise specified in writing, the term is a minimum of one day. No allowance is made for Sundays, holidays or time in transit nor for any time the Equipment is not in use. This Rental Contract continues in full force and effect until the expiration of the term specified on the front side of this Rental Contract or until the Equipment is returned to HEQ at its place of business, whichever occurs later.
5. **RELEASE AND INDEMNITY.** Except for liability arising from the gross negligent acts or omissions of Lessor and latent defects to Lessor's Equipment. Customer releases any claim now or hereafter existing against HEQ on account of, and agrees to defend, indemnify and hold HEQ harmless from, all claims, losses, damages, suits and judgments and all other costs and expenses, including reasonable attorney's fees, which result from or arise out of the selection, delivery, condition, use, operation, maintenance or repair of the equipment while in Customer's possession during the term of this lease, except to the extent arising out of HEQ's strict liability in tort, negligence or breach of warranty.
6. **DISCLAIMER OF WARRANTIES.** Customer acknowledges and agrees that: (A) The equipment is of a size, design, and manufacturer selected by customer and is suitable

Customer's Initials \_\_\_\_\_

Humdinger's Initials \_\_\_\_\_

# RENTAL AGREEMENT

for customer's purposes and contains all safety features deemed necessary by customer; (B) HEQ has made and makes no representation or warranty of title, fitness for a particular use or purpose, all of which representations and warranties are disclaimed. In the event of mechanical defect or failure of the equipment, customer's sole remedy is the termination of rent at the time of failure, provided customer promptly notifies HEQ in writing of said failure. In no event is HEQ responsible for any incidental or consequential damage caused by delay or otherwise.

7. **LIMITATION OF LIABILITY.** Except for liability arising from the gross negligent acts or omissions of Lessor and latent defect to the equipment supplied by Lessor HEQ shall not be responsible to customer or any other party for any loss, damage, or injury cause by, resulting from or in any way connected with the equipment, its operation or its use, HEQ's failure to deliver the equipment as required hereunder, or HEQ's failure to repair or replace non-working equipment, Customer acknowledges and assumes all risks inherent in the operation, use and possession of the equipment from the time the equipment is delivered to the customer until the equipment is returned to HEQ and Customer will take all necessary precautions to protect all persons and property from injury or damage from the equipment.
8. **USE OF EQUIPMENT.** Customer agrees, at Customer's sole expense, to comply with all municipal, state, and federal laws, ordinances and regulations which may apply to the use of the Equipment: (a) in an illegal manner, or (b) without appropriate licenses or permits required under any applicable law.
9. **TIME OF RETURN.** The customer's right to possession terminates on the expiration of the term and retention of possession after this time constitutes a material breach of this Rental Contract. Time is the essence of this Rental Contract. Any extension of the term must me mutually agreed upon in writing.
10. **EXCESS USAGE CHARGE.** Rental is charged on a time out basis, whether the Equipment is in use or not. Rental rates are based on a maximum workday of 8 hours, maximum workweek of 40 hours, and maximum work month of 176 hours. Excess usage is charged for Equipment working in excess of these hours, at HEQ's customary rates, which Customer shall pay on demand. This section does not apply to HEQ's earth moving scraper products.
11. **RENTAL RATES.** Rental rates are set forth in Exhibit "A". Rental rates do not include delivery or pickup charges, fuel, applicable taxes, cleaning or repair charges, assessments or any other incidental costs or expenses. Customer agrees that all these charges are borne by Customer. All freight and switching charges, demurrage, transportation charges, loading and unloading charges, both ways, are to be paid by the Customer. Return transportation charges are to be prepaid by the Customer.

Customer's Initials \_\_\_\_\_

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# RENTAL AGREEMENT

- 12. RECEIPT OF EQUIPMENT.** Subject to Section 13 below, by accepting delivery, Customer acknowledges that it received the Equipment in good, working and secure condition. Furthermore, all devices and materials, if any, used to connect the Equipment to Customer's towing motor vehicle were in good, working and secure condition.
- 13. WAIVER OF DEFECTS.** Customer covenants and agrees to make a complete inspection before using the Equipment and no later than 12-hours after receipt of the Equipment and any claims for defect must be made within a 24-hour period. If no claims are made within the 24-hour period, then Customer acknowledges that the Equipment is in good and serviceable condition, and fit for its intended use, and Customer takes the Equipment after the 24-hour period 'AS IS,'.. Upon failure of the Equipment, for any reason whatsoever, Customer shall promptly notify HEQ of the failure and at Customer's expense immediately return the Equipment to HEQ's premises. Notwithstanding the foregoing, Customer shall not be responsible for latent defects existing prior to delivery.
- 14. RETURN OF EQUIPMENT; REPAIRS; AND LIABILITY.** At the termination of this Rental Contract, Customer shall return the Equipment to HEQ's premises during HEQ's regular business hours, in the condition and repair as when delivered to Customer, except reasonable wear and tear. If HEQ agrees to deliver the Equipment to Customer or to pick up the Equipment from Customer, Customer is responsible for all loss or damage to the Equipment from time of delivery to Customer until pickup by HEQ. Customer shall provide daily preventative maintenance and is fully responsible for all loss or damage to the Equipment until returned, including loss or damage caused by Customer, or any third party due to abuse, misuse, neglect, carelessness or accident and tire damage of any kind. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay HEQ the reasonable cost of repair and shall pay rental on the Equipment at ½ the regular rate until repairs are completed. The reasonable cost of repair includes, in the event of onsite repairs or maintenance, HEQ's account and expense or to expend any money in repairing the Equipment without HEQ's consent. "Reasonable wear and tear" mean only the normal deterioration of the Equipment caused by ordinary and reasonable use. By way of example, the following are not "reasonable wear and tear": damage resulting from lack of lubrication or maintenance of necessary oil, water, lubricants and air pressure levels; damage resulting from any collision, overturning or improper operation of the Equipment, including overloading or exceeding the rated capacity of the Equipment; damage in the nature of dents, bending, tearing, straining and misalignment to the Equipment. If the Equipment is lost, stolen, destroyed or damaged beyond repair, HEQ and Customer agree that for the purpose of determining the amount of the loss of damage, neither the age nor the depreciated value of the Equipment is considered in determining the value of the Equipment. Due to inflation and due to the monies expended by HEQ to continually keep the Equipment in like-new condition, HEQ and Customer agree that the true and reasonable value of the Equipment is the original cost of the Equipment on the date of purchase by HEQ or the full replacement cost of similar equipment, of similar age and condition, whichever is higher. HEQ and Customer further agree that no rental

Customer's Initials \_\_\_\_\_

Humdinger's Initials \_\_\_\_\_

# RENTAL AGREEMENT

previously paid or accrued under this Rental Contract is considered in determining the amount of the loss of damage.

- 15. ASSIGNMENT, SUBLETTING AND LOCATION.** This Rental Contract may not be assigned by Customer, and neither the whole nor any part of the Equipment may be sublet, or sub rented by Customer, or removed from the location at which Customer represented it was intended to be used, or removed from the country into which shipped, without HEQ's prior written consent.

## **16. CUSTOMER INSURANCE OBLIGATIONS**

- A. Physical Damage to the Equipment:** All Customers must provide to HEQ, at the time the Equipment is rented, a Certificate of Insurance in an amount not less than one million twenty-five thousand dollars (1,025,000) naming HEQ as a loss payee and/or additional insured on said certificate evidencing coverage for physical damage to the Equipment. Such physical damage insurance covering the Equipment may not be cancelled or materially modified except upon thirty (30) days prior written notice to HEQ. Customer shall deliver a copy of the policy to HEQ at any time, upon request from HEQ, to show strict proof thereof.
- B.** In cases of fire, theft, vandalism, or natural disasters causing loss of destruction to the Equipment, the Customer in all events is charged and agrees to pay HEQ the sum of 100% of the 4-week rental charge in effect on the date of this Rental Contract. In addition, Customer must notify the police within 24 hours of the loss and promptly provide HEQ with a copy of the police report.
- C.** Notwithstanding the foregoing, HEQ will not waive a claim for loss or damage: (i) caused by intentional acts of abuse by Customer, its employees or persons to whom the Equipment is entrusted; (ii) caused by operator neglect, misuse, abuse, carelessness or accident by Customer, its employees or persons to whom the Equipment is entrusted; (iii) for theft of accessories, such as hoses, blades, tires, electric cords, tools and other similar items; (iv) caused by exceeding or overloading the rated capacity of the Equipment; (v) to motors or other electrical devices caused by surges in electrical current; (vi) resulting from a lack of providing lubrication or other normal servicing of the Equipment; (vii) to tires, tubes or wheels caused by deflation, blowouts, bruises, dents, cuts, road hazards or other causes inherent in the use of the Equipment; (viii) due to mysterious or unexplained disappearance or by wrongful conversion by the Customer in possession of the Equipment; (ix) caused by use of the Equipment in violation of any terms of the Rental Contract; or (x) that was or should have been expected due to an extraordinary application or use of the Equipment.
- D. Bodily Injury/Property Damage; Responsibility To Third Parties:** In addition to the foregoing physical damage insurance for the Equipment, Customer will, at Customer's expense, at all times during the term of the Rental Contract, maintain in force a commercial general liability insurance policy covering bodily injury/property damage liability in addition to any insurance maintained by HEQ in an amount not less than one million dollars (\$1,000,000) combined single limit. Such third-party liability coverage

Customer's Initials \_\_\_\_\_

Humdinger's Initials \_\_\_\_\_

# RENTAL AGREEMENT

shall be primary, and not excess or on a contributory basis, and shall provide coverage for liability for injuries and or damage sustained by any person or persons, agents or employees of Customer, and Customer's indemnity obligations herein. Customer agrees to abide by all of the terms and conditions of said insurance. In the event of a loss, Customer, its agents and employees will cooperate fully with HEQ and Customer's insurer in the investigation, prosecution and/or defense of any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. HEQ does not provide, extend or afford any insurance coverage to Customer, or any authorized operator of the Equipment under this Rental Contract.

**17. SAFETY** Customer agrees and warrants to HEQ: (a) that the Equipment will be used and operated only by qualified operators; (b) that every operator shall read and comply with all warnings and instructions pertaining to the Equipment; (c) that Customer will routinely inspect the Equipment; and (d) that Customer will not compromise the integrity of any safety systems of the Equipment.

**18. GOVERNING LAW.** This rental agreement will be governed by and construed in accordance with the laws of the State of Texas.

**19. RECALL AND RETURN NOTICE.** HEQ may, for any reason, recall the Equipment upon reasonable notice to Customer. Further, Customer hereby authorizes HEQ, at HEQ's option, to terminate this Rental Contract at any time without prior notice if, in HEQ's reasonable opinion, the Equipment is being overloaded, improperly used or abused, or the interest of HEQ in the Equipment is otherwise impaired in any manner, and HEQ upon this occurrence may take possession and remove the Equipment on twenty-four (24) hour written notice to Customer. HEQ may at all reasonable times enter the premises where the Equipment is located for the purpose of inspecting it and observing its use. Customer shall advise HEQ of the exact location of the Equipment whenever requested by HEQ.

**20. TITLE.** This Rental Contract is not a contract of sale. Title to the Equipment, which is the subject of this Rental Contract, now is and at all times remains and is vested only in HEQ and nothing contained in this rental agreement shall be deemed to have the effect of conferring upon the Customer any right or title whatsoever. Customer may not mortgage the Equipment or permit any liens or claims to be filed against the Equipment. If any attempt is made to file or claim any lien against the Equipment or the Equipment is attached or subject to levy, Customer agrees to immediately notify HEQ of the claims in writing and take all necessary steps to protect the Equipment against these claims.

**21. DEFAULT.** If Customer fails to make any rental payments when due, attempts to sell or encumber the Equipment, ceases operating, institutes or has instituted against it proceedings under any insolvency law, makes an assignment for the benefit of creditors, fails to comply with any of the provisions of this Rental Contract, any attachment, execution or writ of process is levied against the Equipment of any of Customer's

Customer's Initials \_\_\_\_\_

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# RENTAL AGREEMENT

property, or if for any reason HEQ deems itself insecure or the Equipment unsafe, Customer shall deliver the Equipment to HEQ on demand. If Customer fails to deliver the Equipment to HEQ, HEQ or its agents may, without notice, enter the premises or job location occupied by Customer without being a trespasser and render the Equipment inoperative or take possession of and remove the Equipment without process of law. In the event of default, Customer shall pay all minimum rentals and other rentals due, damages for injury to the Equipment, costs of removal of the Equipment from the possession of Customer, freight charges, transportation charges and other charges incurred in the removal and return to HEQ at its place of business. In addition, HEQ further has all the rights and remedies to enforce its rights and remedies under this Rental Contract, Customer shall pay to HEQ employs and attorney to enforce its rights and remedies under this Rental Contract, Customer shall pay to HEQ at a reasonable sum for HEQ's attorneys' fees.

**22. FINANCE CHARGES; ATTORNEYS' FEES.** If necessary to enforce collection of the amount due under this Rental Contract, Customer agrees to pay reasonable collection costs and charges, including court costs and reasonable attorneys' fees, plus service or finance charges of equal to the lesser of (a) 1 ½% per month; or (b) the maximum rate permitted by applicable law, on all balances 30 days or more delinquent.

**23. MISCELLANEOUS.** The failure by HEQ to insist upon strict performance by the Customer of the terms and conditions of this Rental Contract is not construed as a waiver of HEQ's right to demand strict compliance under all conditions and terms under this Rental Contract. Notice of demand for strict compliance is full term of this Rental Contract, and no rent abates by reason of termination of Customer's right of possession and the taking of possession by HEQ or for any other reason. All rents and other sums of money payable by the Customer under this Rental Contract are due and payable at the offices of HEQ in Lubbock County, Texas. The Rental Contract is governed by the laws of the State of Texas and the venue of any action arising out of this Rental Contract is in Lubbock County, Texas. Neither the invalidity nor the unenforceability of any provisions of this Rental Contract affects or impairs any other provisions of this Rental Contract. This Rental Contract constitutes the entire agreement of the parties, and no modification of this Rental Contract is binding unless in writing and signed by HEQ. This Rental Contract is binding upon and inures to the benefit of the parties and their respective heirs, executors, representatives, agents,

Customer's Initials \_\_\_\_\_

Humdinger's Initials \_\_\_\_\_

## **PURCHASE AGREEMENT**

THIS AGREEMENT entered into this 10<sup>TH</sup> day of November, 2025 by and between Humdinger Equipment, Ltd., with its principle place of business located in Lubbock County, Texas (SELLER), and, Hamblen County, Tennessee, whose principal address is 3849 Sublett Road, Morristown, Tn 37813 (BUYER).

### **WITNESSETH**

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer certain heavy machinery equipment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **EQUIPMENT DESCRIPTION:** Seller agrees to sell, and Buyer agrees to Buy the equipment described in Exhibit "A" attached hereto.
2. **PURCHASE PRICE:** Subject to the terms of paragraph three (3) and exhibit "A" below, the total purchase price to be paid by Buyer to Seller for the equipment described herein shall be \$1,050,000 F.O.B. Hamblen County.
3. **TERMS:** Buyer shall pay to Seller the purchase price as follows:
  - a. Purchase Price: \$1,050,000.00 Tana BD0616 Shark Shredder
  - b. First payment: \$29,500 received November 15, 2025
  - c. 30-day option – balance of \$1,020,500 can be paid or another \$29,500 to extend 30 more days. Any late payments are subject to penalties or Humdinger has right to repossess the equipment.
  - d. 60-day option – payoff balance of \$1,064,750 can be paid or another \$29,500 to extend 30 more days. Any late payments are subject to penalties or Humdinger has right to repossess the equipment.
  - e. 90-day payoff balance of \$998,375 is due 90 days from the first payment. Any late payments are subject to penalties or Humdinger has right to repossess the equipment.
  - f. Overdue Payments: Payments not made within three (3) days of the due date will incur a late fee equal to 5.0 percent of the payment. If the payment is late more than seven (7) days, the late fee will go to 10 percent of the payment. If the payment is more than fifteen (15) days late the note will be due in full. If not paid, Humdinger will repossess the unit.

#### **4. TITLE - RISK OF LOSS AND INSURANCE:**

Buyer will provide the Seller a Certificate of insurance listing the buyer as "Additional Insured". Title to and risk of loss for all equipment to be supplied hereunder by Seller shall pass to Buyer upon arrival of same at the Delivery location: provided however, that Buyer shall grant to Seller a present and continuing security interest in the equipment supplied hereunder until Seller has been paid in full pursuant to the terms hereof. Buyer shall promptly execute and deliver such documentation as may be required by Seller, in proper form, to perfect Seller's

security interest under the Uniform Commercial Code or any other relevant statute, law, or regulation. Buyer will not cause or permit any other security interest, lien, encumbrance or claim to attach to the system which shall have priority over or be ahead of Seller's security interest, as described herein, and Buyer authorizes Seller to make any public filings necessary to perfect or maintain its security interest under the Uniform Commercial Code, or any other relevant statute, law, or regulation.

Until Seller has received full payment of the purchase price, Seller shall have all rights and remedies of a Seller and secured party as established or permitted upon agreement by the Uniform Commercial Code, in addition to all other rights as established herein, which rights and remedies, to the extent permitted by law, shall be cumulative.

From the time of receipt of the equipment to be supplied hereunder by Seller until payment in full has been received for same by Seller, Buyer will maintain insurance coverage on the equipment supplied hereunder by Seller in an amount sufficient to pay any outstanding sums due or that will become due from Buyer to Seller for said equipment. Seller will be listed as a named insured on all such insurance coverage. If so requested by Seller, Buyer will cause Certificates of insurance to be supplied to Buyer to verify the insurance coverage described herein is in place. Such insurance will not be materially reduced or canceled without the prior written consent of Buyer.

6. TRAINING AND OPERATIONAL INSTRUCTION: Seller shall provide Buyer with all the instructional documentation supplied by the manufacturer of the system equipment described in Exhibit A.

7. WARRANTY: All manufacturers' warranties supplied to Seller by the manufacturers of the equipment described in Exhibit A will be passed through to Buyer. Buyer covenants and agrees to make a complete inspection before using the Equipment and no later than 12-hours after receipt of the Equipment and any claims for defect must be made within a 24-hour period. If no claims are made within the 24-hour period, then Buyer acknowledges that the Equipment is in good and serviceable condition, and fit for its intended use, and Buyer takes the Equipment after the 24-hour period 'AS IS,' regardless of defects, latent or otherwise. Upon failure of the Equipment, for any reason whatsoever, Buyer shall promptly notify Seller of the failure and at Buyer's expense immediately return the Equipment to Seller's premises. The Buyer will be required to inspect and sign a commissioning report during the initial delivery and training. Any defects and damages must be documented at this time and will be the responsibility of the Seller. Any Defects or damages identified after the commissioning report has been signed will be the responsibility of the Buyer.

8. REPRESENTATIONS, WARRANTIES AND LIABILITIES: Buyer warrants that:

- a. The equipment will not be damaged or in any way altered by Buyer;
- b. The equipment will be operated and maintained in accordance with manufacturer's instructions;

Buyer shall be responsible for, indemnify and hold harmless Seller, its employees, agents, guests, invitees, and tenants for any and all claims, damages, fees, expenses, and costs for personal injury and property damage caused by or resulting from Buyer's performance

hereunder, or from the actions or conduct of Buyer, its employees, agents and representatives; provided however, that Buyer shall not be liable for special or consequential damages.

Each party represents and warrants to the other that:

a. It has or will have the requisite power, authority, licenses and permits to execute and perform under this Agreement;

b. The execution and performance of this Agreement have been duly authorized by, and are in accordance with the legal purposes of, each party,

c. The execution and performance of this Agreement will not result in any breach or violation of, or constitute a default under an agreement, instrument, or document to which either party may be a party;

d. Neither party has received any notice, nor to the best of its knowledge is there pending or threatened any notice, that the terms of the Agreement would violate any applicable laws, ordinances, regulations, rules or decrees which would materially adversely affect its ability to perform under this Agreement;

e. It has provided to the other party all records requested pertaining to this Agreement, and all information contained therein is, to the best knowledge of the party supplying such records, true and accurate in all material respect;

f. All approvals required hereunder by either party will not be unreasonably withheld and will be supplied with adequate timeliness so as not to delay, hinder or obstruct the performance of the other party.

9. CONFIDENTIAL INFORMATION: Any information, drawings, manuals, or other documents delivered or supplied by either party hereto to the other and marked "Confidential," shall be received and treated by the receiving party in secrecy and confidence and shall not be used by said receiving party for any purpose, except in furtherance of the terms of this Agreement; provided however, that such confidential information may be disseminated within the receiving party's own organization only to the extent reasonably required to fulfill the terms of this Agreement.

10. PATENT INDEMNITY: Seller shall defend, indemnify and hold Buyer harmless against all claims, actions, costs and liability resulting from actual or alleged patent infringement, domestic or foreign, in the use and/or sale of the equipment listed on Exhibit A, provided that Buyer gives Seller a notice of claim or action against Buyer within ten (10) days of the date of receipt thereof by Buyer, and Buyer permits Seller to control the defense thereof.

Seller may, at its expense and at its option, with the approval of Buyer, either (i) procure for Buyer and its buyers the right to continue to use the equipment that is the subject of claim or action or (ii) modify the equipment so that it becomes noninfringing, so long as the performance is not altered or reduced thereby or the warranties affected in any manner; or (iii) accept return of the equipment subject to the claim or action and refund the pro-rata share of the purchase price or replace the equipment with a unit of equal or greater quality.

This numbered paragraph ten (10) shall constitute the sole remedy of Buyer for patent infringement and shall constitute the sole liability of Seller for patent infringement.

There is currently no known claims of patent infringement.

11. FORCE MAJEURE: Force Majeure shall mean any cause or causes which wholly or partly prevent or delay the performance of obligations arising under this Agreement and shall include, without limitation by enumeration, an act of God, explosion, accident, fire, epidemic, landslide, lightning, earthquake, storms, flood or similar cataclysmic occurrence; an act of the public enemy, war, blockade, insurrection, riot, civil disturbance, sabotage, strikes, Lockouts, or other labor difficulties; unavailability of labor, fuel, power or raw materials, plant breakdowns or equipment failure due to cause(s) beyond the reasonable control of the affected party; inability to obtain supplies; restrictions or restraints imposed by law or by rule, regulation or order of governmental authorities, whether Federal, State or local; action or failure to act of governmental authorities; interruption or other loss of utilities due to causes beyond the reasonable control of the affected Party; and any other cause beyond the reasonable control of the Party relying on such cause to excuse its performance hereunder.

In the event that the parties are unable in good faith to agree that a Force Majeure event has occurred, the parties shall submit the dispute for arbitration, provided that the burden of proof as to whether an event of Force Majeure has occurred shall be upon the party claiming an event of Force Majeure.

If either party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure event, that party shall be excused from whatever performance is affected by the Force Majeure event to the extent so affected, provided that:

a. The non-performing party, within a reasonable period after the occurrence of the inability to perform due to a Force Majeure event, (i) provides written notice to the other party of the particulars of the occurrence, including an estimation of the event's expected duration and probable impact on the performance of its obligation hereunder, and (ii) continues to furnish timely, regular reports with respect thereto during the period of Force Majeure;

b. The non-performing party shall exercise all reasonable efforts to continue to perform its obligations hereunder and remedy its inability to so perform; c. The non-performing party shall provide the other party with prompt notification of the cessation of the event of Force Majeure, giving rise to the excusal from performance and,

d. No obligation of either party that arose prior to the occurrence of the event of Force Majeure shall be excused as a result of such occurrence.

Nothing in this Paragraph shall require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgement of the party involved in the dispute, are contrary to that party's interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the party having the difficulty.

12. ARBITRATION: If the parties are unable to resolve a dispute hereunder, either party may serve upon the other a demand that the matter be arbitrated, in which case the dispute shall be resolved by arbitration conducted by three arbitrators in accordance with the commercial

arbitration rules of the American Arbitration Association. The decision of the arbitrators on any issue shall be final.

13. STATE LAW: It is the intention of the parties that this Agreement and its performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas and that, in any action, special proceeding or other proceeding that may be brought, arising out of, in connection with, or by reason of this Agreement, the laws of the State of Texas shall be applicable and shall be given to the exclusion of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted. Legal actions regarding this Agreement may be brought only in the State of Texas, Lubbock County.

14. NO WAIVER: No provision of this Agreement may be waived except by agreement in writing, signed by the waiving party. A waiver of any term or provision of this Agreement shall not be construed as a waiver of any other term or provision.

15. BINDING EFFECT: This Agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns.

16. CONSTRUCTION: The singular shall include the plural, the plural shall include the singular and the masculine and neuter shall include the feminine, wherever the context so requires.

17. SEVERABILITY: If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. Such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

18. AMENDMENT: This Agreement may be amended, altered or revoked at any time, in whole or in part, by filing with this Agreement a written instrument setting forth such changes, signed by Buyer and Seller.

19. NOTICES: All notices required to be given by this Agreement shall be in writing by either personal delivery to the party requiring notice, with a written receipt, or by mailing such notice to the last known address of the party requiring notice by certified mail, return receipt requested. The effective date of such notice shall be the date of receipt of such notice. The current addresses of the parties are as follows:

SELLER:  
Humdinger Equipment, Ltd.  
Attention: Chad Phares  
3202 Clovis Road  
Lubbock, Texas 79415

BUYER:  
Hamblen County, Tennessee,  
3849 Sublett Road  
Morristown, Tn 37813

20. ASSIGNMENT: Neither party to this Agreement shall assign its rights and obligations under this Agreement. except by merger or operation of law, without prior written consent of the other party, which consent shall not be unreasonably withheld.

21. TIME OF ESSENCE: It is understood by and between the parties hereto that time is of the essence of this Agreement.

22. WHOLE AGREEMENT: This agreement is intended to represent the entire agreement between the parties hereto. Any oral agreements or representations entered into or made prior to the execution of this Agreement are considered merged hereunto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Humdinger Equipment, Ltd. (SELLER)

Hamblen County Tennessee (BUYER)

By: /s/ \_\_\_\_\_

By: /s/ \_\_\_\_\_

**EXHIBIT "A"**

1. Names

Humdinger Equipment, Ltd., Seller

Hamblen County, Tennessee, Buyer

2. Details of equipment being sold: Tana 440DT Shark Shredder Serial #BD0616 F.O.B Hamblen County

3. Duration of payment options: Ninety (90) days

4. First payment: \$29,500 received on November 15, 2025.

5. 30-day option – balance of \$1,020,500 can be paid or another \$29,500 to extend 30 more days. Any late payments are subject to penalties or Humdinger has right to repossess the equipment.

6. 60-day option – payoff balance of \$1,064,750 can be paid or another \$29,500 to extend 30 more days. Any late payments are subject to penalties or Humdinger has right to repossess the equipment.

7. 90-day payoff balance of \$998,375 is due 90 days from the first payment. Any late payments are subject to penalties or Humdinger has right to repossess the equipment.

8. Default of balance or option to extend payment: If any payment is not paid on time, Humdinger will repossess the unit and all paid amounts will not be refunded.

9. Overdue Payments: Payments not made within three (3) days of the due date will incur a late fee equal to 5.0 percent of the payment. If the payment is late more than seven (7) days, the late fee will go to 10 percent of the payment. If the payment is more than fifteen (15) days late the note in full will be due. If not paid, Humdinger will repossess the unit.

10. Preexisting Defects or damages: The Buyer will be required to inspect and sign a commissioning report during the initial delivery and training. Any defects and damages must be documented at this time and will be the responsibility of the Seller. Any Defects or damages identified after the commissioning report has been signed will be the responsibility of the Buyer.

11. Value of equipment at time of purchase: BD0616 Tana Shark Shredder is being purchased for \$1,050,000.00. See attached invoice.

12. Insurance: Must meet requirements in contract and provide certificate to Seller prior to unit shipping to Buyer.

Buyer Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Seller Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Stephanie Clonce**

---

**From:** Tammy Steele <Tammy.Steele@cot.tn.gov>  
**Sent:** Tuesday, November 18, 2025 2:30 PM  
**To:** Tammy Steele  
**Subject:** Written Attestation Request  
**Attachments:** Written Attestation - Form - TCA 4-1-422.pdf; CARS - Written Attestation Upload Instructions.pdf; LGACContractReviewMap-March2025.pdf

Tennessee Code Annotated Section 4-1-422(d) requires Tennessee political subdivisions to provide a written attestation to the Comptroller of the Treasury, certifying that they have neither sought nor received any grants in intentional pursuit of prohibited policies associated with the United Nations or a subsidiary entity of the United Nations.

The written attestation has not been received for your organization. The attestation is required to be submitted by the fiscal year **2025** audit submission deadline of **December 31, 2025**. Please complete and submit the attached form as soon as possible. This form is required to be completed by an executive or member of the governing body of the organization.

Attached is the fillable form, instructions for completing the form, and CARS upload instructions.

**\*\*Note – the form must include all requested information to be accepted\*\***

Required Form Information:

- Name (*executive or member of the governing body*)
- Title
- Political Subdivision Name
- Fiscal Year Month, Day, and Year
- Signature of the individual providing the certification.
- Printed Name, Title and Date Signed
- Political Subdivision Name

**Please note:** Your email address may be associated with multiple entities. If you are unsure of the entity or entities associated with your email address, please contact the review specialist in your area.

If you have any questions, please contact your area contract audit review specialist listed on the attached map.

Thank you,

**Tammy Steele**

*Project Assistant*  
Comptroller of the Treasury  
Cordell Hull Building  
425 Rep. John Lewis Way N. | Nashville, TN 37243  
[Tammy.steele@cot.tn.gov](mailto:Tammy.steele@cot.tn.gov) | Direct Line 615-401-7909



**Mission: To Make Government Work Better**

Written Attestation: Tennessee Code Annotated (TCA) Section 4-1-422

I \_\_\_\_\_  
(Name, Title) \*

certify that the \_\_\_\_\_  
(Name of Political Subdivision)

has not sought or received a grant in intentional pursuit of a policy described under subsection (b) of Tennessee Code Annotated, Section 4-1-422 for the fiscal year ended \_\_\_\_\_  
(Month, Day, Year)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name, Title, Date)

\_\_\_\_\_  
(Name of Political Subdivision)

\*The individual providing certification should be an executive with the organization (e.g., mayor of a municipality, chief executive officer, or member of the governing body of the political subdivision).

Tennessee Code Annotated, Title 4, State Government, Chapter 1, General Provisions, Part 4, Miscellaneous

4-1-422. Protection of private property rights in implementation of United Nations policies.

(a) As used in this section, "political subdivision" means a local governmental entity, including, but not limited to, a municipality, metropolitan government, county, utility district, school district, public building authority, and development district created and existing pursuant to the laws of this state, or any instrumentality of government created by any one (1) or more of the named local governmental entities.

(b) This state and its political subdivisions shall not adopt or implement policy recommendations that deliberately or inadvertently infringe or restrict private property rights without due process, as may be required by policy recommendations originating in, or traceable to, the United Nations or a subsidiary entity of the United Nations, including, but not limited to:

- (1) "Agenda 21," adopted by the United Nations in 1992 at its Conference on Environment and Development;
- (2) The 2030 Agenda for Sustainable Development, introduced at a United Nations Summit in 2015;
- (3) The United Nations' proposal to reach net zero emissions by 2050; or
- (4) Another international law or ancillary plan of action that contravenes the constitution of the United States or the constitution of this state.

(c) Since the United Nations has accredited and enlisted numerous non-governmental and intergovernmental organizations to assist in the implementation of its policies relative to Agenda 21, The 2030 Agenda for Sustainable Development, net zero goals for 2050, and its related plans and initiatives, this state and its political subdivisions shall not enter into an agreement, expend any sum of money, or provide financial aid to those non-governmental and intergovernmental organizations as described in or promoted by such plans and initiatives.

(d) As part of a political subdivision's annual audit, the executive of the political subdivision or the governing body of the political subdivision shall present a written attestation to the comptroller of the treasury certifying that the political subdivision has not sought or received a grant in intentional pursuit of a policy described under subsection (b).

- (e)
- (1) An individual who believes that a political subdivision has violated subsection (b) or (c) may bring a private cause of action in a court of competent jurisdiction.
  - (2) A court shall award court costs and fees, including reasonable attorneys' fees, to the prevailing party in an action brought pursuant to this subsection (e). In addition, the court may award the following remedies to a plaintiff who prevails in an action brought pursuant to this subsection (e):
    - (A) Actual damages; and
    - (B) Punitive damages.

# Instructions for uploading the Written Attestation TCA 4-1-422 form

- (1) Log in to your CARS Account: <https://apps.cot.tn.gov/CARS/LogIn.aspx>
- (2) Select Upload Financial Information from the Main Menu.

## Upload Financial Information

*(audit report: unaudited financial information, miscellaneous)*

- (3) Complete the following fields:
  - a) **Select the year of the report:** From the drawdown select the applicable year for your submission of the written attestation.
  - b) **Organization Type:** You can leave as “All Types.” Only your entity should show in the drawdown. If all entities appear in the drawdown, you can narrow down to your entity type.
  - c) **Report is being uploaded for:** Select your entity from the drawdown.
  - d) **Contract status for selected organization and year:** This is for the Contract to Audit Accounts for your financial statement audit. Select the button that is applicable for your entity for the year of submission.
  - e) **Other Comments:** Please replace the default language with “Written Attestation” or similar appropriate language.
  - f) **Is this a revised version?** Select the button applicable for your submission. If you are submitting a revised version you will be prompted to input the reason a revised attestation is being submitted.
  - g) **Attach reports & files:** Select “**Written Attestation TCA 4-1-422**” from the drawdown of file types.

Attach reports & files

Select a file type

Select a file type

- Audit Report
- Audit Conclusions ~ Comptroller's Referral Letter
- Chart of Accounts Crosswalk
- Compliance Examination Report
- Federal Form 990
- Governance Letter
- Management Letter
- Miscellaneous
- Schedule of Cash Shortages and Thefts
- Separate Single Audit
- Specialty License Plate Annual Accounting
- Unaudited Financial Information
- Written Attestation TCA 4-1-422

By checking this box, you verify that the above de

Continue Cancel Main Menu

- h) **Choose File:** Choose the written attestation file from your computer to upload.
- i) **Attach File:** Select the “**Attach File**” button to attach the file to your submission. After selecting “Attach File” the file will appear beneath the “Attach File” button.
- j) Click the verification button at the bottom of the form.

\*  By checking this box, you verify that the above declarations are consistent with that of the disclosure included in the attached report.

- k) Select “Continue” at the bottom of the form.

Continue Cancel Main Menu

- l) If everything looks fine on the following page, select “**Submit this data.**” If after reviewing you need to revise the data or cancel the submission, select “Revise this data” or “Cancel,” as applicable.

## Sample Submission:



Fields with a red asterisk (\*) are required.

**Warning!** Please be aware that the system will time out after 30 minutes of inactivity. Any data you've entered will be lost.\*\*

Select the year of the report   
You must select the division responsible and year of the report before the list of entries will be available.

Organization Type   
You can choose an Organization Type to narrow down the entry list, but it's not required.

Report is being uploaded for...   
Load more organizations to the list.  
If you cannot find your entry, call our office at (615) 401-7341 or email us at [Tammie.Fleming@cpa.tn.gov](mailto:Tammie.Fleming@cpa.tn.gov)

Contract status for selected organization and year  
 Contract Executed  Contract Not Executed

Other comments   
Even though there is some standard text here, you are free to enter any comments of your own.

Is this a revised version?  Yes  No

Attach reports & files   
 No file chosen

File Name	File Type	Rev	Rev Cmnts
01-Test Written		0	
File.pdf:Attestation TCA 4-1-422			

Click the "Browse" button to open a window you can use to locate the file to upload from your computer. Please note that only PDF files are supported for all uploads. You can get Adobe PDF by clicking this button

By checking this box, you verify that the above declarations are consistent with that of the disclosure included in the attached report.

[Main Menu](#)

[Help](#)

[Log Out](#)

## Second Page:

Please verify this information. Make sure that the attached file is associated with the entity you selected.

If the data is correct, click the Submit button below. If not, click the Revise button to change the data.

By clicking the Submit button, you verify that the above declarations are consistent with that of the disclosure included in the attached report.

Contract Status: Contract Executed  
Report year: 2024  
Entity name: Z--Test Account (Other - 11673)  
Comments: Written Attestation  
File Name: 11673-2024-O-zzztest-unwa-cpa0-10-07-24.pdf

File Name	File Type	File
01-Test File.pdf	Written Attestation TCA 4-1-422	<input type="button" value="File"/>

To return to the previous form to modify any of the data, click this button   
To submit this data, click this button   
To cancel this submission, click this button

[Main Menu](#) [Help](#) [Log Out](#)

[Web Policies](#) [Disclaimer](#) [Department of State](#) [Department of Treasury](#) [General Assembly](#) [Tennessee.gov](#)

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**Senior Contract Audit Review Specialists**

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**Division of Local Government Audit**

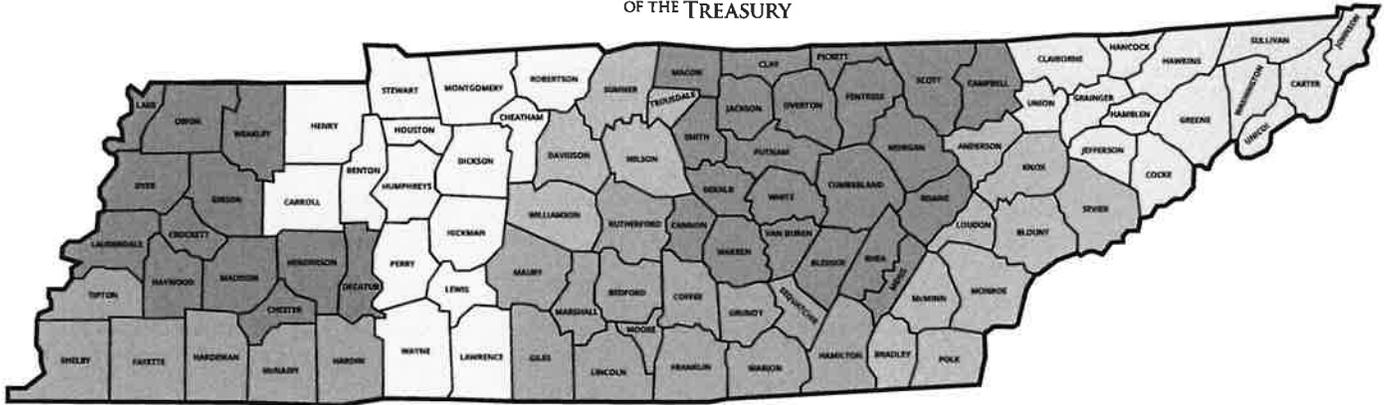
**Contract Audit Contact Information by Area**

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