

Hamblen County/Morristown Solid Waste Agenda

December 19, 2025

Hamblen County Health Department Conference Room

Meeting Called To Order-Tom Rush

Public Comment/General Public Forum:

Approval of Board Minutes:

Approval of June 30, 2025 Annual Independent Audit Report-Tonya Easley

Financial Report-Amy Hemminger

1. Review financials

Manager's Report-Dennis Barnes

1. TDEC Inspection

Engineer's Report-Steve Bostic

1. Landfill Project's Progress

Unfinished Business-Tom Rush

1. Revised approval to purchase new shredder

New Business- Tom Rush

1. Customer late fees review/approve to clear off the books

Adjournment-Tom Rush

Hamblen County/Morristown Solid Waste Board of Directors Meeting

Minutes: November 21, 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, Ron White, Mike Richardson, Joey Barnard, 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. Lacy made the motion to approve the October 17, 2025 minutes, and Mr. Sliger seconded the motion with all board members in favor.

Financial Report: Amy Hemminger and Tom Rush

1. Review of October Financials- Ms. Hemminger stated that the final adjustments were made for the June 30, 2025 fiscal year financial audit and are reflected in fixed assets and debt. The auditor was on site last week, and they will likely be at the December meeting to present the report. For the month of October, equipment repair and maintenance of \$6,700 includes parts of just under \$5,900 that were returned to Stowers for credit. Mr. Barnes stated that it was parts for the final drive for the Cat 0320 that is non-repairable.
2. Mr. Rush stated that First Horizon interest rates are 2.15% and LGIP is at 4.10%.

Manager's Report: Dennis Barnes

1. The TDEC inspections went well with a violation for not having enough equipment working on the working face and litter. A lot of our equipment is down.
2. Mr. McGuffin talked about the inadequate equipment, shredder, and TDEC does not have in the permit.

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3. Mr. Barnes talked about the fire engineer coming from our insurance company and more specialists coming from the state.
4. Mr. Barnes stated that the compactor bought from GFL caught fire. He dug a trench around the machine to keep it from spreading, and the ground was not on fire. He called 911 to get a firetruck to put it out. Mr. Barnes stated that we did not have insurance on the compactor because it was not working. It needed an axle, and we have not found one yet. A couple of board members asked if it was arson since it has just been two weeks after the shredder burned. Mr. Lacy made a motion for Mr. Barnes to go buy up to four trail cameras to not go over \$1,000 and add service to his phone to see what is going on back there. Mr. Horner seconded the motion with all board members in favor. Mr. Lacy stated that Sheriff, Chad Mullins needs to be alerted to this so they can watch at night. Mr. Bostic stated that he would send us the video on lithium batteries, and we need a bin to put them in to keep them separate from the other trash.

Engineer's Report: Steve Bostic

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

Mr. Rush asked Mr. Bostic when we could expect the date of the permit? Mr. Bostic stated that it may be around April 2026. Mr. Barnes stated that it would be the spring of 2026.

Mr. Sliger asked Mr. Bostic about the tanks in the ground if they were double wall or not. Mr. Sliger stated that the letter in packet for Class I & III says that the airspace left in Class I is 1 to 2 years from May 2025, and we will probably need to be ready by fall 2026.

Unfinished Business: Tom Rush and Steve Bostic

1. Mr. Rush stated that the check from the insurance company for the shredder, which was insured at a value of \$900,000, should be received this week. After the \$10,000 deductible and additional insurance proceeds in the amount of \$5,000 allowed for debris removal, the net amount of the check is expected to be \$895,000. Mr. Rush asked Mr. Cutshaw if we have a prepayment penalty to Home Trust Bank on the capital outlay note for the shredder and asked if they can waive it for us if we do.
2. Mr. Rush stated that the ETTL Pay Application #12 is ready for payment.
3. Mr. Bostic stated that both Class I and Class III summaries for the closure/post closure cost calculation have been sent to TDEC for comments.

Hamblen County/Morristown Solid Waste Board of Directors Meeting

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4. Mr. Rush stated that we received our State waste reduction and diversion goal for Hamblen County, and we exceeded our waste diversion goal.

New Business: Tom Rush and Chris Cutshaw

1. Mr. Rush stated that PDS had sent a new proposal for review and approval with an increase in services, from \$1,236.20 to \$1,358.69 starting March 1, 2026. Mr. Rush stated that he would like Mr. Sargent to come to the January 2026 meeting to go over the increase in services. Mr. Rush stated the board could bring this back in January 2026 for review and approval.
2. Mr. Rush stated that Tana had sent a rental agreement and a purchase agreement for approval to order a new shredder. We will probably have to do a new capital outlay note with the county to purchase a new shredder. Mr. Rush asked Mr. Cutshaw what we need to do for the county commission's December meeting regarding bidding or other requirements to purchase the new shredder. Mr. Cutshaw stated we need to set an amount with how much we can pay down to hold the machine. Mr. Cutshaw stated that \$60,000 should be a good amount to hold the machine for 90 days, so we can get everything worked out. Mr. Rush stated that this would likely be an emergency purchase. Mr. Lacy made a motion to offer Tana a \$30,000 deposit to Tana if they would agree to hold the shredder for up to 60 to 90 days to complete the purchase. Mr. Horner seconded the motion with all board members in favor. We would need to send legal documents from the county to Tana for them to hold it. Mr. Lacy made a motion to approve the purchase of the Tana shredder for \$1,050,000, subject to approval by the County Commission and approved for the capital outlay note, and Mr. McGuffin seconded the motion with all board members in favor.
3. Mr. Rush stated that he needed a motion to authorize Dennis Barnes to sign the Written Attestation: Tennessee Code Annotated regarding grants for the auditors. Mr. Horner made the motion, and Mr. Lacy seconded the motion with all board members in favor.

Adjournment: Tom Rush

Mr. Rush adjourned the meeting at 10:20 a.m.

Hamblen County/Morristown Solid Waste Board of Directors Meeting

Minutes: November 21, 2025

Hamblen County Health Department Conference Room

Tom Rush-Chairman

Chris Cutshaw-Mayor

Morristown-Hamblen County Solid Waste Board

12/02/2025 8:28 AM

Register: 11130 - Operating Account

From 12/02/2025 through 12/02/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/02/2025	E-pay	United States Treasury	-split-	62-1363632 Q...	2,158.86		-176,235.89
12/02/2025	10198	CITY OF MORRIST...	21100 - Accounts Paya...		84,925.00		-261,160.89
12/02/2025	10199	HAMBLENT COUNT...	21100 - Accounts Paya...		406,301.85		-667,462.74

84,925.00 +
 406,301.85 +
 002
 491,226.85 *

Morristown-Hamblen County Solid Waste Board

12/03/2025 7:52 AM

Register: 11130 - Operating Account

From 12/03/2025 through 12/03/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/03/2025	10200	ACCIDENT FUND L...	21100 - Accounts Paya...		931.40		-668,394.14
12/03/2025	10201	BANKCARD CENT...	21100 - Accounts Paya...		814.57		-669,208.71
12/03/2025	10202	CINTAS	21100 - Accounts Paya...		1,075.60		-670,284.31
12/03/2025	10203	DAVID BERRY TR...	21100 - Accounts Paya...		3,300.00		-673,584.31
12/03/2025	10204	FAIRBANKS SCAL...	21100 - Accounts Paya...		929.00		-674,513.31
12/03/2025	10205	FUELMAN	21100 - Accounts Paya...		186.14		-674,699.45
12/03/2025	10206	LIBERTY NATION...	21100 - Accounts Paya...		257.90		-674,957.35
12/03/2025	10207	LIBERTY TIRE RE...	21100 - Accounts Paya...		814.10		-675,771.45
12/03/2025	10208	MATT LACY-V	21100 - Accounts Paya...		200.00		-675,971.45
12/03/2025	10209	MIKE BELL	21100 - Accounts Paya...		200.00		-676,171.45
12/03/2025	10210	MOORE'S TRACTO...	21100 - Accounts Paya...	PO#7615	512.38		-676,683.83
12/03/2025	10211	NAPA AUTO PARTS	21100 - Accounts Paya...		590.31		-677,274.14
12/03/2025	10212	PATRICK MCGUFF...	21100 - Accounts Paya...		200.00		-677,474.14
12/03/2025	10213	ROGERS PETROLE...	21100 - Accounts Paya...		2,917.32		-680,391.46
12/03/2025	10214	STERICYCLE, INC.	21100 - Accounts Paya...		89.88		-680,481.34
12/03/2025	10215	TDEC DSWM	21100 - Accounts Paya...		299.00		-680,780.34
12/03/2025	10216	TIMOTHY L. HOR...	21100 - Accounts Paya...		200.00		-680,980.34
12/03/2025	10217	TOM RUSH	21100 - Accounts Paya...		200.00		-681,180.34
12/03/2025	10218	WITT UTILITY DIS...	21100 - Accounts Paya...		150.00		-681,330.34

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186.14

257.90

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200.00

200.00

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200.00

2,917.32

89.88

299.00

200.00

200.00

150.00

019

13,867.60

Morristown-Hamblen County Solid Waste Board

12/10/2025 11:50 AM

Register: 11130 - Operating Account

From 12/10/2025 through 12/10/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
12/10/2025		STOWERS MACHI...	21100 - Accounts Paya...	QuickBooks ge...				810,227.74
12/10/2025	10220	5 RIVERS COMMU...	21100 - Accounts Paya...		172.50			810,055.24
12/10/2025	10221	ACCIDENT FUND L...	21100 - Accounts Paya...		352.40			809,702.84
12/10/2025	10222	CANON SOLUTIO...	21100 - Accounts Paya...		71.60			809,631.24
12/10/2025	10223	CAPPS & BYRD, LLP	21100 - Accounts Paya...		525.00			809,106.24
12/10/2025	10224	CITY OF MORRIST...	21100 - Accounts Paya...		1,061.62			808,044.62
12/10/2025	10225	CLEARPOINT CPA...	21100 - Accounts Paya...		18,500.00			789,544.62
12/10/2025	10226	DAVID BERRY TR...	21100 - Accounts Paya...		2,420.00			787,124.62
12/10/2025	10227	HAMBLEN COUNT...	21100 - Accounts Paya...		11,692.55			775,432.07
12/10/2025	10228	HOLSTON GASES	21100 - Accounts Paya...		95.00			775,337.07
12/10/2025	10229	HUMDINGER EQU...	21100 - Accounts Paya...		30,000.00			745,337.07
12/10/2025	10230	LIBERTY TIRE RE...	21100 - Accounts Paya...		399.70			744,937.37
12/10/2025	10231	NAPA AUTO PARTS	21100 - Accounts Paya...		8.45			744,928.92
12/10/2025	10232	PDS CONSULTING	21100 - Accounts Paya...		1,236.20			743,692.72
12/10/2025	10233	PURKEY,CARTER,...	21100 - Accounts Paya...	PO#255023	8,194.00			735,498.72
12/10/2025	10234	ROGERS PETROLE...	21100 - Accounts Paya...		2,392.59			733,106.13
12/10/2025	10235	SMOKY MOUNTAI...	21100 - Accounts Paya...	PO#7617	7,900.00			725,206.13
					172.50	+		
					352.40	+		
					71.60	+		
					525.00	+		
					1,061.62	+		
					18,500.00	+		
					2,420.00	+		
					11,692.55	+		
					95.00	+		
					30,000.00	+		
					399.70	+		
					8.45	+		
					1,236.20	+		
					8,194.00	+		
					2,392.59	+		
					7,900.00	+		
				016				
					85,021.61	+		

Morristown-Hamblen County Solid Waste Board

11/20/2025 2:30 PM

Register: 11130 - Operating Account

From 11/21/2025 through 11/21/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
11/21/2025		STOWERS MACHI...	21100 - Accounts Paya...	QuickBooks ge...			292,917.98
11/21/2025	10187	AFLAC	21100 - Accounts Paya...		610.04		292,307.94
11/21/2025	10188	CAPPS & BYRD, LLP	21100 - Accounts Paya...		148.75		292,159.19
11/21/2025	10189	DAVID BERRY TR...	21100 - Accounts Paya...		2,420.00		289,739.19
11/21/2025	10190	LAKEWAY FENCE ...	21100 - Accounts Paya...		12,437.50		277,301.69
11/21/2025	10191	MORRISTOWN UT...	21100 - Accounts Paya...	004561-022128	2,952.45		274,349.24
11/21/2025	10192	NAPA AUTO PARTS	21100 - Accounts Paya...		486.96		273,862.28
11/21/2025	10193	PATRIOT RECYCL...	21100 - Accounts Paya...		2,453.88		271,408.40
11/21/2025	10194	PITNEY BOWES B...	21100 - Accounts Paya...		159.99		271,248.41
11/21/2025	10195	ROGERS PETROLE...	21100 - Accounts Paya...		4,087.63		267,160.78
11/21/2025	10196	WESTROCK KNOX...	21100 - Accounts Paya...		3,000.00		264,160.78

610.04 +
 148.75 +
 2,420.00 +
 12,437.50 +
 2,952.45 +
 486.96 +
 2,453.88 +
 159.99 +
 4,087.63 +
 3,000.00 +
 010
 28,757.20 *

BankCard Center

Card Statement



VISA

Account Number XXXX XXXX XXXX 0792

Statement for Period: October 25, 2025 to November 24, 2025

CARDHOLDER SUMMARY

DENNIS R BARNES XXXX XXXX XXXX 0792	Previous Balance	Purchases And + Other Debits	Cash + Advances	Finance + Charges	- Credits	- Payments =	New Balance
CardHolder Totals	\$182.97	\$814.57	\$0.00	\$0.00	\$0.00	\$182.97	\$814.57

FINANCE CHARGE SUMMARY

	Average Daily Balance	Monthly Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES (V) = Variable Rate	\$0.00	1.075%(V)	12.90% (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.

1-2

CUSTOMER SERVICE CALL 1-800-382-5465 LOST/STOLEN CARDS CALL 1-800-382-5465	ACCOUNT NUMBER XXXX XXXX XXXX 0792	ACCOUNT SUMMARY	
	STATEMENT DATE	PREVIOUS BALANCE	\$182.97
SEND BILLING INQUIRIES TO BANKCARD CENTER P.O. BOX 1545 MEMPHIS, TN 38101-1545	CREDIT LIMIT	\$5,000.00	
	AVAILABLE CREDIT*	\$3,575.00	
	PAST DUE	\$0.00	
	OVERLIMIT	\$0.00	
	DISPUTED AMOUNT	\$0.00	
	AMOUNT DUE	\$41.00	
	PAYMENT DUE DATE	12/19/25	
	* Amount reflected in whole dollars only		
		NEW BALANCE	\$814.57

1122 0001 GSH

001 7 24

251124 0

PAGE 1 of 2

1 0 4015 9000 CM02

4234

↑PLEASE DETACH HERE AND RETURN WITH PAYMENT

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

HAMBLIN CO/

ACCOUNT NUMBER XXXX XXXX XXXX 0792

PAYMENT DUE DATE 12-19-25

AMOUNT DUE \$41.00

NEW BALANCE \$814.57

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

AMOUNT ENCLOSED

\$

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

4234
N202

4798494100200792

0004100

0081457

DENNIS R BARNES

XXXX XXXX XXXX 0792

Statement Date	11/24/25	Credit Limit	\$5,000.00	Cash Advance Balance	\$0.00
Payment Due Date	12/19/25	Available Credit	\$3,575.00	Amount Due	\$41.00
New Balance	\$814.57				

STATEMENT MESSAGES

Important Notice

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

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

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

Post Date	Tran Date	Transaction Description	Amount
10-26	10-25	RTK MOBILE RTKMOBILE.COM UT	\$25.00
10-31	10-30	AMAZON MKTPL*N41V748C2 Amzn.com/bill WA	\$79.60
10-31	10-30	AMAZON MKTPL*NK9GG3ZH1 Amzn.com/bill WA	\$47.99
11-02	11-01	AMAZON MKTPL*NK5VG40L1 Amzn.com/bill WA	\$57.59
11-03	11-02	Amazon.com*NK0NB1MR1 Amzn.com/bill WA	\$146.29
11-07	11-06	I3B*HAMBLEN CC CLERK CTR MORRISTOWN TN	\$200.34
11-13	11-12	AMAZON MKTPL*BT2KH2902 Amzn.com/bill WA	\$59.02
11-20	11-20	PAYMENT - THANK YOU MEMPHIS TN	-\$182.97 PY
11-21	11-20	Amazon.com*B08943HQ1 Amzn.com/bill WA	\$55.49
11-21	11-20	AMAZON MKTPL*B09S74XJ2 Amzn.com/bill WA	\$88.29
11-23	11-23	AMAZON MKTPL*B25243CS2 Amzn.com/bill WA	\$54.96

VENDOR # _____ CHECK # _____
ACCT. # _____ AMOUNT \$ _____
ACCT. # _____ AMOUNT \$ _____
ACCT. # _____ AMOUNT \$ _____
INVOICE # _____ NET AMOUNT \$ _____
RECEIVED BY _____ APPROVED BY _____
DATE POSTED _____



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
DEC 15 2023
BY: _____

Initial Inspection

CHECK IF UNDER
ENFORCEMENT
ACTION ☐

DATE
12/9/2025

TIME
13:28

WEATHER
40F Sunny

CLASS I FACILITY INSPECTION CHECKLIST

Morristown Balefill Landfill SNL320000152 3849 Sublett Road Hamblen

EFO
KNOX

*SEE DISCLAIMER ON LAST PAGE

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

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

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

*SEE DISCLAIMER ON LAST PAGE

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

*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION	OBSERVATION	
			NVO	AOC V1 V2
COVER REQUIREMENTS				
UNSATISFACTORY INTERMEDIATE COVER		0400-11-01-.04(6)(a)4. 0400-11-01-.04(6)(a)5.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
UNSATISFACTORY FINAL COVER		0400-11-01-.04(6)(a)6. 0400-11-01-.04(8)(c)3(i)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
UNSATISFACTORY STABILIZATION OF COVER		0400-11-01-.04(6)(a)5	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
OPERATIONS AND WASTE HANDLING				
INADEQUATE OPERATING EQUIPMENT		0400-11-01-.04(2)(g)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMMENTS	One of two required for compactors is down for maintenance. This leaves the facility short a piece of equipment required by permit.			
UNAVAILABILITY OF BACKUP EQUIPMENT		0400-11-01-.04(2)(g)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
WASTE NOT CONFINED TO A MANAGEABLE AREA		0400-11-01-.04(6)(a)1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
IMPROPER SPREADING OF WASTE		0400-11-01-.04(6)(a)2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
IMPROPER COMPACTING OF WASTE		0400-11-01-.04(6)(a)2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS				

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

LEACHATE LEVELS

**Disclaimer:*

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

SAVE FORM

Follow-Up Inspection Date

Inspector Name

Lewis L Haynes IV

Digitally signed by Lewis L Haynes IV
Date: 2025.12.12 10:38:23 -05'00'

ADDITIONAL COMMENTS

Photolog:



TENNESSEE DIVISION OF SOLID WASTE MANAGEMENT
CLASS III FACILITY INSPECTION DOCUMENT

Follow Up Inspection

**CLASS III
FACILITY**

SITE		DATE 12/9/2025	TIME 14:38	WEATHER 40F Sunny
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				
8310	BUFFER ZONE STANDARD VIOLATED	0400-11-01-.04(3)(a)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
5 COMMUNICATIONS				
8130	NO COMMUNICATION DEVICES	0400-11-01-.04(2)(f)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
7 COVER MATERIAL				
8160	UNAVAILABILITY OF COVER MATERIAL.	0400-11-01-.04(2)(h)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
11 DEAD ANIMALS				
8250	DEAD ANIMALS IMPROPERLY HANDLED	0400-11-01-.04(2)(k)5.(i)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
9 DUST CONTROL				
8190	INADEQUATE DUST CONTROL	0400-11-01-.04(2)(j)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
19 DUTY TO PROVIDE INFORMATION				
8530	UNSATISFACTORY RECORDS OR REPORTS	0400-11-01-.02(5)(a)7 TCA 68-211-862(a)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8590	PERMITS, PLANS, OPERATING MANUAL NOT AVAILABLE	0400-11-01-.02(5)(a)(7)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				

*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION	OBSERVATION	
			NVO	AOC V1 V2
2 FIRE SAFETY				
8080	EVIDENCE OF OPEN BURNING	0400-11-01-.04(2)(c)1	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8090	INADEQUATE FIRE PROTECTION	0400-11-01-.04(2)(c)2	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
1 GENERAL FACILITY STANDARDS				
8010	INADEQUATE VECTOR CONTROL	0400-11-01-.04(2)(a)1	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8020	ACCESS NOT LIMITED TO OPERATING HOURS	0400-11-01-.04(2)(a)4	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8030	INADEQUATE ARTIFICIAL OR NATURAL BARRIER	0400-11-01-.04(2)(b)1	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8040	INADEQUATE INFORMATION SIGNS	0400-11-01-.04(2)(b)2 TCA 68-211-703(h)	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8050	UNSATISFACTORY ACCESS ROAD(S)/PARKING AREA(S)	0400-11-01-.04(2)(b)3	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8070	UNAPPROVED SALVAGING OF WASTE	0400-11-01-.04(2)(b)6	?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
3 LITTER CONTROL				
8110	UNSATISFACTORY LITTER CONTROL	0400-11-01-.04(2)(d)	?	<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
6 OPERATING EQUIPMENT				
8140	INADEQUATE OPERATING EQUIPMENT	0400-11-01-.04(2)(g) ?	<input type="checkbox"/>	<input checked="" type="checkbox"/> <input 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, changes in it's status should be updated to the DSWM at any change.			
8150	UNAVAILABILITY OF BACKUP EQUIPMENT	0400-11-01-.04(2)(g) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
12 OVERALL PERFORMANCE STANDARD				
8270	EXPOSED SOLID WASTE	0400-11-01-.04(2)(a)(3) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8350	LEACHATE OBSERVED AT THE SITE	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"/> <input type="checkbox"/>
COMMENTS				
8360	LEACHATE ENTERING RUN-OFF	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"/> <input type="checkbox"/>
COMMENTS				
8370	LEACHATE ENTERING A WATER COURSE	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"/> <input type="checkbox"/>
COMMENTS				
8490	EXCESSIVE POOLING OF WATER	(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"/> <input type="checkbox"/>
COMMENTS				
8520	DUMPING OF WASTE INTO WATER	0400-11-01-.04 (2)(a)3 ?	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
13 PERMANENT BENCHMARK				
8280	NO PERMANENT BENCHMARK	0400-11-01-.04(2)(o) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				

*SEE DISCLAIMER ON LAST PAGE				
VIOLATION		REGULATION	OBSERVATION	
			NVO	AOC V1 V2
4 PERSONNEL SERVICES				
8120	INADEQUATE EMPLOYEE FACILITIES	0400-11-01-.04(2)(e) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
20 PROPER OPERATION AND MAINTENANCE				
8540	GROUNDWATER MONITORING SYSTEM IMPROPERLY MAINTAINED	0400-11-01-.02(5)(a)4 ?	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
14 RANDOM INSPECTION PROGRAM				
8290	INADEQUATE RANDOM INSPECTION PROGRAM	0400-11-01-.04(2)(s) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8 RUN-ON, RUN-OFF, AND EROSION CONTROL				
8170	INADEQUATE MAINTENANCE OF RUN-ON/ RUN-OFF SYSTEM(S)	0400-11-01-.04(2)(i)1-5 0400-11-01-.04(8)(c)4(i) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8180	INADEQUATE EROSION CONTROL	0400-11-01-.04(2)(i)6 0400-11-01-.04(8)(c)4(ii) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
15 SPECIAL WASTE APPROVAL PROCESS				
8300	MISHANDLING OF SPECIAL WASTE	0400-11-01-.01(4)(d)1 ?	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
22 UNLAWFUL METHODS OF DISPOSAL				
8570	OPERATION DOES NOT CORRESPOND WITH ENGINEERING PLANS (EVALUATE AND RECORD THE APPROXIMATE INTERIOR AND EXTERIOR SLOPE OF THE LANDFILL)	TCA68-211-104(3) TCA 68-211-105(b) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				
8580	OPERATION DOES NOT CORRESPOND WITH PERMIT CONDITIONS	TCA 68-211-104(3) 0400-11-01-.02(5)(a)(1) ?	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS				

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

ADDITIONAL COMMENTS

**Disclaimer: The information contained in these documents (checklists/notes, etc.) is not intended to be all inclusive and is subject to change. These documents are intended solely for use by DSWM staff. These documents are not a substitute for evaluation of compliance in accordance with applicable laws and regulations. These documents are not intended for, nor can they be relied upon, to create any rights, substantive or procedural, enforceable or useable by any party in litigation with the State of Tennessee or its employees.*

SAVE FORM

Follow-Up Inspection Date

Inspector Name

Lewis L Haynes IV

Digitally signed by Lewis L Haynes IV
Date: 2025.12.12 10:40:36 -05'00'

Additional Comments

Inspection photolog:

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 _____

Humdinger's Initials _____

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 _____

Humdinger's Initials _____

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 10TH 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: _____

Morristown-Hamblen County Solid Waste Board
3849 Sublett Road
Morristown, TN 37813

Statement

Date
11/30/2025

To:
INTERNATIONAL PAPER 5032 S. DAVY CROCKETT PKY MORRISTOWN TN 37816

				Amount Due	Amount Enc.
				\$40.28	
Date	Transaction			Amount	Balance
10/31/2025	Balance forward				40.28
Customer not going to pay late fees.					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	11.30	28.98	\$40.28

Morristown-Hamblen County Solid Waste Board

3849 Sublett Road
Morristown, TN 37813

Finance Charge

Date	Invoice #
12/31/2024	FC 225

Bill To
INTERNATIONAL PAPER 5032 S. DAVY CROCKETT PKY MORRISTOWN TN 37816

		Terms
Description		Amount
Finance Charges on Overdue Balance Invoice #4034 for 948.03 on 11/30/2024		14.49
Total		\$14.49
Payments/Credits		\$0.00
Balance Due		\$14.49

3849 Sublett Road
Morristown, TN 37813

Date	Invoice #
01/31/2025	FC 234

Bill To	
INTERNATIONAL PAPER 5032 S. DAVY CROCKETT PKY MORRISTOWN TN 37816	

Terms

[illegible]

3849 Sublett Road
Morristown, TN 37813

Date	Invoice #
09/30/2025	FC 313

Bill To
INTERNATIONAL PAPER 5032 S. DAVY CROCKETT PKY MORRISTOWN TN 37816

Terms

Description	Amount
Finance Charges on Overdue Balance Invoice #5391 for 763.80 on 08/31/2025	11.30
Total	\$11.30
Payments/Credits	\$0.00
Balance Due	\$11.30

Morristown-Hamblen County Solid Waste Board
 3849 Sublett Road
 Morristown, TN 37813

Statement

Date
11/30/2025

To:
LEE'S CYCLE SHOP 2386 SULPHUR SPRINGS R. MORRISTOWN TN 37813

					Amount Due	Amount Enc.
					\$87.44	
Date	Transaction				Amount	Balance
10/31/2025	Balance forward					87.44
	Scott Lee called and stated that he didnt own a business anymore, that someone brought the tires out to Landfill and was suppose to pay for them, but did not, Mr. Lee stated that he was not responsible for this and would not be paying this bill,					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due	
0.00	1.22	0.00	1.18	85.04	\$87.44	

3849 Sublett Road
Morristown, TN 37813

Date	Invoice #
04/25/2025	4689

Bill To
LEE'S CYCLE SHOP 2386 SULPHUR SPRINGS R. MORRISTOWN TN 37813

P.O. No.	Terms	Project
	Net 30	

[illegible]

3849 Sublett Road
Morristown, TN 37813

Date	Invoice #
05/31/2025	FC 277

Bill To
LEE'S CYCLE SHOP 2386 SULPHUR SPRINGS R. MORRISTOWN TN 37813

Terms

[illegible]

3849 Sublett Road
Morristown, TN 37813

Date	Invoice #
06/30/2025	FC 286

Bill To
LEE'S CYCLE SHOP 2386 SULPHUR SPRINGS R. MORRISTOWN TN 37813

[illegible]

3849 Sublett Road
Morristown, TN 37813

Date	Invoice #
07/31/2025	FC 296

Bill To
LEE'S CYCLE SHOP 2386 SULPHUR SPRINGS R. MORRISTOWN TN 37813

Terms

[illegible]

3849 Sublett Road
Morristown, TN 37813

Date	Invoice #
08/31/2025	FC 304

Bill To
LEE'S CYCLE SHOP 2386 SULPHUR SPRINGS R. MORRISTOWN TN 37813

Terms

[illegible]

3849 Sublett Road
Morristown, TN 37813

Date	Invoice #
09/30/2025	FC 314

Bill To	
LEE'S CYCLE SHOP 2386 SULPHUR SPRINGS R. MORRISTOWN TN 37813	

Terms

Description	Amount
Finance Charges on Overdue Balance Invoice #4689 for 80.00 on 04/25/2025	1.18
Total	\$1.18
Payments/Credits	\$0.00
Balance Due	\$1.18

3849 Sublett Road
Morristown, TN 37813

Date	Invoice #
10/31/2025	FC 325

Bill To
LEE'S CYCLE SHOP 2386 SULPHUR SPRINGS R. MORRISTOWN TN 37813

Terms

Description	Amount
Finance Charges on Overdue Balance Invoice #4689 for 80.00 on 04/25/2025	1.22
Total	\$1.22
Payments/Credits	\$0.00
Balance Due	\$1.22

Morristown-Hamblen County Solid Waste Board
3849 Sublett Road
Morristown, TN 37813

Statement

Date
11/30/2025

To:
ODDELLO INDUSTRIES, LLC. P.O. BOX 787 MORRISTOWN TN 37815

					Amount Due	Amount Enc.
					\$10.72	
Date	Transaction				Amount	Balance
10/31/2025	Balance forward					10.72
Customer is not going to pay this late fee.						
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due	
0.00	0.00	0.00	0.00	10.72	\$10.72	

3849 Sublett Road
Morristown, TN 37813

Date	Invoice #
08/31/2023	FC 67

Bill To
ODDELLO INDUSTRIES, LLC. P.O. BOX 787 MORRISTOWN TN 37815

Terms

Description	Amount
Finance Charges on Overdue Balance Invoice #1754 for 701.50 on 07/31/2023	10.72
Total	\$10.72
Payments/Credits	\$0.00
Balance Due	\$10.72