

Hamblen County/Morristown Solid Waste Agenda

September 18, 2026

Morristown Public Works Training Room

Meeting Called To Order-Tom Rush

Public Comment/General Public Forum:

Approval of Board Minutes:

Financial Report-Amy Hemminger

1. Review financials

Manager's Report-Dennis Barnes

1. TDEC Inspection

Engineer's Report-Steve Bostic

1. Landfill Project's Progress

Unfinished Business: Paul Brown, Will Sliger, Pat McGuffin and Tom Rush

1. Westrock Recycling hauling contract
2. Consideration of UES proposal
3. Consideration of John Gardners proposal from Smith Gardner engineers
4. Approval and ratification of the master service agreement from Smith Gardner engineers
5. Discussion of "notice of stay of review" from TDEC regarding the Class I permit

New Business:

Adjournment-Tom Rush

Hamblen County/Morristown Region Solid Waste Authority Meeting

Minutes: August 19, 2026

Morristown Public Works Training 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, and Ventrus Norfolk.

Absent: Matt Lacy and Will Sliger

Others Present: Amy Hemminger, Paul Brown, Ron White, Mike Richardson, Chris Capps, Stephanie Clonce and Public.

Meeting Called To Order: Tom Rush

Mr. Rush called the meeting to order at 9:00 a.m. and stated that Mr. Lacy had an emergency with his employees and he is at the hospital and to remember him in your prayers.

Public Comment/General Public Forum: Gwen Holden and Linda Noe

Ms. Holden asked the board members to consider the Hamblen County residents before voting on the SEI landfill. Ms. Holden asked the board to consider the taxpayers' money and what it will cost them if our landfill loses money and how we do not need another Class III landfill. Ms. Holden asked the board to please vote no for the SEI landfill.

Ms. Noe stated that in June and July your attorney Chris Capps had concerns about approving the SEI Class III landfill. Your problems go back to your 10-year plan, which is not currently up to date. Your job is to protect and do what is best for the city and county landfill. At the city council meeting no one showed up to talk to the council and plead your case, therefore they voted yes for the SEI landfill. Mr. Barnes is the only one that showed up at the county commissioner's meeting trying to convince them to vote no for the SEI landfill, but they voted yes also. Ms. Noe stated to the board that it is your job to protect the HCMSW landfill, so please vote no to the SEI landfill.

Unfinished Business: Tom Rush and Chris Capps

Mr. Rush stated that we are here today to decide and vote on the SEI landfill application. Does anyone have any questions or concerns about this before we vote? Mr. McGuffin asked the board if all the criteria had been met to approve or disapprove. I was curious if our vote is even necessary since the city and county had already voted yes to approve. Mr. Capps stated that

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this is the last day of our deadline to decide and vote on this or we could end up having it taken to Davidson County Chancery Court and end up having it reversed because your 10-year plan is not up to date and inconsistent. Mr. Rush stated that we included \$100,000 in our budget to get this done and updated this year. In October this will be started because TDEC is issuing a grant to everyone that will pay 50% of the cost of the 10-year plan and TDEC also has around 65% of landfills that are not up to date on the 10-year plan. Mr. Norfolk stated that the board does not have much of a choice but to approve the SEI landfill because it is still going to happen. Mr. Rush requests a motion to approve or disapprove the SEI landfill. Mr. Garrett made a motion to approve, and Mr. Horner seconded the motion with all members present in favor of. Mr. Lacy and Mr. Sliger were absent.

Adjournment: Tom Rush

Mr. Rush asked for a motion to adjourn; Mr. McGuffin made a motion, and Mr. Horner seconded that request.

Mr. Rush adjourned the meeting at 9:16 a.m.

Tom Rush-Chairman

Chris Cutshaw-Mayor

Hamblen County/Morristown Solid Waste Board of Directors Meeting

Minutes: August 21, 2026

Morristown Public Works Training Room

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

Others Present: Amy Hemminger, Steve Bostic, Matt Davis, Paul Brown, Joey Barnard, Mike Richardson, Chris Capps, Andrew Ellard, George Hyfantis, Herman Demmink, Stephanie Clonce and Public.

Meeting Called To Order: Tom Rush

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

Public Comment/General Public Forum: None

Approval of Minutes: Tom Rush

Mr. Lacy made the motion to approve the July 17, 2026, minutes and Mr. Norfolk seconded the motion with all board members in favor.

Financial Report: Amy Hemminger and Tom Rush

1. Review of July 2026 Financials- Ms. Hemminger stated that the Accounts Payable on the Statement of Net Position for July 31, 2026, includes approximately \$86,000 for the upcoming dozer payment. Expenses also include both the interest and principal for budget purposes.
2. Mr. Rush stated that the interest rates at First Horizon and LGIP are 2.15% and 3.68%, respectively.

Manager's Report: Dennis Barnes

1. The TDEC inspection went okay, Mr. Barnes stated. TDEC stated that in Class III the waste was not where it should be and the tires needed to be shredded.
2. Mr. Barnes stated that Southern Waste brings in some fine plastic dust from Barrette that is worse than Jones Fiber and asked the board if it should be considered special waste. It melts to the radiator and everything else. Mr. Lacy and Mr. Rush told Mr. Barnes not to accept it. Mr. White stated that that you would have to super sack it and

Hamblen County/Morristown Solid Waste Board of Directors Meeting

Minutes: August 21, 2026

Morristown Public Works Training Room

bury it like GFL does. Mr. Lacy stated that he would call Scott at Southern Waste and talk to him about it.

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 MUS sampling phenols suspended solids up a little, ammonia is 300 to 500 which is a little high but staying lower than normal. Mr. Barnes has not cleaned out the wells yet to get the numbers down.

Mr. Bostic stated that the permit had been resubmitted to TDEC, and a lot of changes were made. Mr. Burnette with TDEC gave us a lot of advice to help get it turned in.

Mr. Bostic stated that he has our change order and it balances out to 37,000 yards of soil taken out that was not rock. Partly, hope to be a buffer material that is not usable. Volume calculations are right on, a lot of pinnacle rock, and additional storage has cost \$57,000. We have money left for the buffer and liner.

Mr. Rush asked Mr. Bostic what kind of return timeline we are looking at for TDEC to return our permit application. Mr. Bostic stated that we are hoping to have it back within 30 days. Mr. Bostic stated that the two new employees he had hired have quit already. Mr. McGuffin stated that we definitely need some help then. Mr. Bostic stated that he had no problem with the board bringing in some help, and we will turn the information over to them. Mr. Sliger asked if the rain has affected the soil? Mr. Bostic stated that we could not use what was there. Mr. Sliger asked Mr. Bostic if anything came off the permit after Mr. Burnette looked at it. Mr. Bostic stated we just got confirmation that we are heading the right way. Mr. Sliger asked after the second meeting with Mr. Burnette, "are we down from one hundred questions or where are we at?" Mr. Davis stated that it was twelve pages long, some were acceptable, some were already approved. Mr. McGuffin stated that we will need copies of this to look at. Mr. Bostic stated that we feel good about it and he would get copies of the plans to the board members.

Mr. Barnard stated that ECTL had demobilized and moved all their equipment to other jobs.

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Unfinished Business: Andrew Ellard, Herman Demmink, George Hyfantis

1. Mr. Ellard stated that they opened the proposals at the city looking for other providers for recycling and the only one we received was one from Westrock. "I could take it to the city council for approval, but I am not ready to decide yet. I will figure something out; maybe the city or county could take it to Knoxville" he stated. The new contract started on July 1, 2026. We will look into hauling it and bring it back next month. Mr. Barnes stated that it would cost around \$100 to \$150 to take it.
2. Mr. Barnes introduced Mr. Demmink from Stowers Caterpillar. Mr. Demmink stated he had been working with Ms. Horton and the county and in order for the machine to be paid for it must have BABA (Build America Buy America) certification. Mr. Demmink stated that the Cat 300 and Cat 325 are assembled in Japan, so they do not qualify. There are only around 55% that are made in the USA, and the only machine that may have BABA certification is the Cat 336, that is 50% to 75% made in the USA. The initial grant was going to be \$262,776.75 for the Cat 323 07H not including the warranty, fire suppression, and pro plus thumb for a total of \$332,940.55 with the board paying an additional investment of \$70,163.80 to purchase the equipment. The Cat 336 purchase total is going to be \$462,187.20, and the board's additional investment would be \$199,410.45, an increase of \$139,246.55. This offer is good until August 30, 2026, and the deadline and delivery date would be October 1-31, 2026. The board had some discussions about paying the difference for the Cat 336 for \$199,410.45. Mr. McGuffin asked Mr. Demmink if they had it ready before the delivery date, could we receive it, and he stated that it was possible. Mr. Lacy made a motion to buy the Cat 336 with the board's additional investment and not to exceed \$200,000, Mr. McGuffin seconded the motion with all board members in favor.
3. Mr. Barnes introduced Mr. George Hyfantis from Fisher Arnold in Knoxville to the board. Mr. Hyfantis stated some of his accomplishments while in this field of work, including a landfill background, QV2, graduate of landfill designs, reviewing permits and c & d landfill leachate systems, and TDEC group of regulations. Mr. McGuffin asked what a rough estimate would be to take all the boarders away and make everything combined. Mr. Hyfantis stated that a rough estimate of around \$200,000. The board can ask Mr. White and Ms. Plont for references. Mr. Rush thanked Mr. Hyfantis for coming and explaining the parameters to be more accurately available to the board. He requested additional questions to help along such as property boundaries, hydro geo for Class I landfill, engineer standpoint, rock, soil, pinnacles, wells, soil borings, and 100 ft buffer

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line. Mr. Sliger asked Mr. Hyfantis if we started today, how long would it take to get our permit, 2 years? Mr. McGuffin asked for a ballpark figure for what it would cost to do the Class III landfill and Mr. Hyfantis told him much less than the Class III landfill. Mr. Lacy entertained a motion to allow Fisher Arnold to work with LDA in getting our Class III landfill permit and LDA would give him all of information that they will need and Mr. Sliger seconded the motion with all board members in favor.

4. Mr. McGuffin made a motion for consultants John Gardner and UES to give us a proposal to work with LDA on the Class I landfill permit application and Mr. Sliger seconded the motion with all board members in favor.
5. Mr. Bostic stated that we needed to balance out the change order for ETTL for the soil and liner. Mr. Bostic proposed the change order for \$521,908.95 changing the Contract Pricing to \$19,010,765.85. Mr. Lacy made the motion to approve the change order for ETTL in the amount of \$521,908.95, and Mr. McGuffin seconded the ETTL change order with all board members in favor. Mr. Rush stated that we are still waiting on Main Street Insurance to give us another quote on our insurance.
6. Mr. Cutshaw stated to the board that he would need a letter on our letterhead for the recycling grant stating that the board would be responsible for any cost over the recycling grant will pay. Mr. Rush stated that we would get that to him today.

Adjournment: Tom Rush

Mr. McGuffin made a motion to adjourn the meeting, and Mr. Lacy seconded the motion. Mr. Rush adjourned the meeting at 10:07 a.m.

Tom Rush-Chairman

Chris Cutshaw-Mayor

Morristown-Hamblen County Solid Waste Board

8/20/2026 2:12 PM

Register: 11130 - Operating Account

From 08/19/2026 through 08/19/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
08/19/2026			11120 - Funds Held for...	Deposit		87.60	155,350.29
08/19/2026	10524	5 RIVERS COMMU...	21100 - Accounts Paya...		65.00		155,285.29
08/19/2026	10525	AFFILIATED ELEC...	21100 - Accounts Paya...		375.00		154,910.29
08/19/2026	10526	CAPPS & BYRD, LLP	21100 - Accounts Paya...		52.50		154,857.79
08/19/2026	10527	DAVID BERRY TR...	21100 - Accounts Paya...		1,100.00		153,757.79
08/19/2026	10528	LIBERTY TIRE RE...	21100 - Accounts Paya...		614.52		153,143.27
08/19/2026	10529	NAPA AUTO PARTS	21100 - Accounts Paya...		230.07		152,913.20
08/19/2026	10530	PITNEY BOWES B...	21100 - Accounts Paya...		214.99		152,698.21
08/19/2026	10531	PORTER'S TIRE ST...	21100 - Accounts Paya...	PO#7701	486.35		152,211.86
08/19/2026	10532	PURKEY, CARTER, ...	21100 - Accounts Paya...		1,931.00		150,280.86
08/19/2026	10533	SMOKY MOUNTAI...	21100 - Accounts Paya...	PO#7703	365.34		149,915.52
08/19/2026	ACH037...	AFLAC	21100 - Accounts Paya...		486.13		149,429.39
08/19/2026	ACH692...	ELLIOTT'S BOOT C...	21100 - Accounts Paya...		579.88		148,849.51
08/19/2026	ACH692...	LDA ENGINEERIN...	21100 - Accounts Paya...		2,680.00		146,169.51
08/19/2026	ACH692...	SFP MORRISTOWN	21100 - Accounts Paya...	PO#7702	492.70		145,676.81
08/19/2026	ACH692...	TMS INTERNATIO...	21100 - Accounts Paya...	PO#255414	1,350.00		144,326.81
08/19/2026	ACH692...	UNIVERSAL TOTA...	21100 - Accounts Paya...		1,857.22		142,469.59

Morristown-Hamblen County Solid Waste Board

8/20/2026 1:02 PM

Register: 11130 - Operating Account

From 08/19/2026 through 08/19/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
08/19/2026			11120 - Funds Held for...	Deposit		87.60	155,350.29
08/19/2026	10524	5 RIVERS COMMU...	21100 - Accounts Paya...		65.00		155,285.29
08/19/2026	10525	AFFILIATED ELEC...	21100 - Accounts Paya...		375.00		154,910.29
08/19/2026	10526	CAPPS & BYRD, LLP	21100 - Accounts Paya...		52.50		154,857.79
08/19/2026	10527	DAVID BERRY TR...	21100 - Accounts Paya...		1,100.00		153,757.79
08/19/2026	10528	LIBERTY TIRE RE...	21100 - Accounts Paya...		614.52		153,143.27
08/19/2026	10529	NAPA AUTO PARTS	21100 - Accounts Paya...		230.07		152,913.20
08/19/2026	10530	PITNEY BOWES B...	21100 - Accounts Paya...		214.99		152,698.21
08/19/2026	10531	PORTER'S TIRE ST...	21100 - Accounts Paya...	PO#7701	486.35		152,211.86
08/19/2026	10532	PURKEY, CARTER, ...	21100 - Accounts Paya...		1,931.00		150,280.86
08/19/2026	10533	SMOKY MOUNTAI...	21100 - Accounts Paya...	PO#7703	365.34		149,915.52
08/19/2026	ACH692...	ELLIOTT'S BOOT C...	21100 - Accounts Paya...		579.88		149,335.64
08/19/2026	ACH692...	LDA ENGINEERIN...	21100 - Accounts Paya...		2,680.00		146,655.64
08/19/2026	ACH692...	SFP MORRISTOWN	21100 - Accounts Paya...	PO#7702	492.70		146,162.94
08/19/2026	ACH692...	TMS INTERNATIO...	21100 - Accounts Paya...	PO#255414	1,350.00		144,812.94
08/19/2026	ACH692...	UNIVERSAL TOTA...	21100 - Accounts Paya...		1,857.22		142,955.72

Morristown-Hamblen County Solid Waste Board

8/20/2026 2:29 PM

Register: 11130 - Operating Account

From 08/19/2026 through 08/19/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
08/19/2026			11120	Funds Held for...		87.60	155,350.29
08/19/2026	10524	5 RIVERS COMMU...	21100	Accounts Paya...	65.00		155,285.29
08/19/2026	10525	AFFILIATED ELEC...	21100	Accounts Paya...	375.00		154,910.29
08/19/2026	10526	CAPPS & BYRD, LLP	21100	Accounts Paya...	52.50		154,857.79
08/19/2026	10527	DAVID BERRY TR...	21100	Accounts Paya...	1,100.00		153,757.79
08/19/2026	10528	LIBERTY TIRE RE...	21100	Accounts Paya...	614.52		153,143.27
08/19/2026	10529	NAPA AUTO PARTS	21100	Accounts Paya...	230.07		152,913.20
08/19/2026	10530	PITNEY BOWES B...	21100	Accounts Paya...	214.99		152,698.21
08/19/2026	10531	PORTER'S TIRE ST...	21100	Accounts Paya... PO#7701	486.35		152,211.86
08/19/2026	10532	PURKEY,CARTER,...	21100	Accounts Paya...	1,931.00		150,280.86
08/19/2026	10533	SMOKY MOUNTAI...	21100	Accounts Paya... PO#7703	365.34		149,915.52
08/19/2026	ACH037...	AFLAC	21100	Accounts Paya...	486.13		149,429.39
08/19/2026	ACH692...	ELLIOTT'S BOOT C...	21100	Accounts Paya...	579.88		148,849.51
08/19/2026	ACH692...	LDA ENGINEERIN...	21100	Accounts Paya...	2,680.00		146,169.51
08/19/2026	ACH692...	SFP MORRISTOWN	21100	Accounts Paya... PO#7702	492.70		145,676.81
08/19/2026	ACH692...	TMS INTERNATIO...	21100	Accounts Paya... PO#255414	1,350.00		144,326.81
08/19/2026	ACH692...	UNIVERSAL TOTA...	21100	Accounts Paya...	1,857.22		142,469.59
08/19/2026	ACH100...	APPALACHIAN EL...	21100	Accounts Paya...	1,223.96		141,245.63

Morristown-Hamblen County Solid Waste Board

8/21/2026 7:19 AM

Register: 11130 - Operating Account

From 08/21/2026 through 08/21/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
08/21/2026	10534	DAVID BERRY TR...	21100 - Accounts Paya...		110.00		141,709.83
08/21/2026	10535	LIBERTY TIRE RE...	21100 - Accounts Paya...		201.77		141,508.06
08/21/2026	10536	NAPA AUTO PARTS	21100 - Accounts Paya...		1,934.89		139,573.17
08/21/2026	10537	ROGERS PETROLE...	21100 - Accounts Paya...		6,474.20		133,098.97
08/21/2026	10538	SMOKY MOUNTAI...	21100 - Accounts Paya...	PO#7708	878.68		132,220.29

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Morristown-Hamblen County Solid Waste Board

8/26/2026 10:25 AM

Register: 11130 · Operating Account

From 08/24/2026 through 08/24/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
08/24/2026	ACH043...	VERIZON WIRELE...	21100 · Accounts Paya...		197.93		247,244.94
08/24/2026		QuickBooks Payroll ...	-split-	Created by Pay...	~~8,594.35~~		238,650.59

Morristown-Hamblen County Solid Waste Board

8/26/2026 9:20 AM

Register: 11130 - Operating Account

From 08/26/2026 through 08/26/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
08/26/2026	10539	AIRMEDCARE NE...	21100 - Accounts Paya...		1,365.00		234,924.72
08/26/2026	10540	DAVID BERRY TR...	21100 - Accounts Paya...		770.00		234,154.72
08/26/2026	10541	EAST TENNESSEE ...	21100 - Accounts Paya...	Pay App #14	618,430.77		-384,276.05
08/26/2026	10542	LIBERTY TIRE RE...	21100 - Accounts Paya...		369.79		-384,645.84
08/26/2026	10543	NAPA AUTO PARTS	21100 - Accounts Paya...		254.05		-384,899.89
08/26/2026	10544	WITT UTILITY DIS...	21100 - Accounts Paya...		150.00		-385,049.89

Morristown-Hamblen County Solid Waste Board

8/28/2026 2:33 PM

Register: 11130 · Operating Account

From 08/28/2026 through 08/28/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
08/28/2026			11120 · Funds Held for...	Deposit		126.40	-238,490.17
08/28/2026	ACH699...	BOB GARRETT	21100 · Accounts Paya...		~~200.00~~		-238,690.17
08/28/2026	ACH699...	VENTRUS NORFO...	21100 · Accounts Paya...		~~200.00~~		-238,890.17
08/28/2026	ACH699...	WILL SLIGER	21100 · Accounts Paya...		~~200.00~~		-239,090.17
08/28/2026	ACH699...	SFP MORRISTOWN	21100 · Accounts Paya...		81.40		-239,171.57
08/28/2026	ACH699...	TMS INTERNATIO...	21100 · Accounts Paya...		750.00		-239,921.57

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81.40

750.00

002

831.40

Morristown-Hamblen County Solid Waste Board

8/28/2026 2:12 PM

Register: 11130 - Operating Account

From 08/28/2026 through 08/28/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
~~08/28/2026~~			~~11120 - Funds Held for...~~	~~Deposit~~		~~126.40~~	~~-238,490.17~~
08/28/2026	ACH699...	BOB GARRETT	21100 - Accounts Paya...		200.00		-238,690.17
08/28/2026	ACH699...	VENTRUS NORFO...	21100 - Accounts Paya...		200.00		-238,890.17
08/28/2026	ACH699...	WILL SLIGER	21100 - Accounts Paya...		200.00		-239,090.17

003

Morristown-Hamblen County Solid Waste Board

09/02/2026 7:45 AM

Register: 11130 - Operating Account

From 09/02/2026 through 09/02/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
09/02/2026	10545	ACCIDENT FUND L...	21100 - Accounts Paya...		1,053.80		-218,753.84
09/02/2026	10546	BANKCARD CENT...	21100 - Accounts Paya...		535.39		-219,289.23
09/02/2026	10547	DWM CONSULTIN...	21100 - Accounts Paya...		8,910.00		-228,199.23
09/02/2026	10548	LIBERTY TIRE RE...	21100 - Accounts Paya...		158.04		-228,357.27
09/02/2026	10549	MATT LACY-V	21100 - Accounts Paya...		200.00		-228,557.27
09/02/2026	10550	MIKE BELL	21100 - Accounts Paya...		200.00		-228,757.27
09/02/2026	10551	NAPA AUTO PARTS	21100 - Accounts Paya...		763.90		-229,521.17
09/02/2026	10552	PATRICK MCGUFF...	21100 - Accounts Paya...		200.00		-229,721.17
09/02/2026	10553	PDS CONSULTING	21100 - Accounts Paya...	shortage on 4-9...	58.80		-229,779.97
09/02/2026	10554	ROGERS PETROLE...	21100 - Accounts Paya...		5,058.92		-234,838.89
09/02/2026	10555	STERICYCLE, INC.	21100 - Accounts Paya...		94.39		-234,933.28
09/02/2026	10556	TIMOTHY L. HOR...	21100 - Accounts Paya...		200.00		-235,133.28
09/02/2026	10557	TOM RUSH	21100 - Accounts Paya...		200.00		-235,333.28
09/02/2026	10558	UES PROFESSION...	21100 - Accounts Paya...		18,814.50		-254,147.78

1,053.80
535.39
8,910.00
158.04
200.00
200.00
763.90
200.00
58.80
5,058.92
94.39
200.00
200.00
18,814.50

014

26,872.00 *

Morristown-Hamblen County Solid Waste Board

09/10/2026 12:20 PM

Register: 11130 - Operating Account

From 09/02/2026 through 09/02/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/02/2026	10545	ACCIDENT FUND I...	21100 - Accounts Paya...		1,053.80			-131,819.67
09/02/2026	10546	BANKCARD CENT...	21100 - Accounts Paya...		535.39			-132,355.06
09/02/2026	10547	DWM CONSULTIN...	21100 - Accounts Paya...		8,910.00			-141,265.06
09/02/2026	10548	LIBERTY TIRE RE...	21100 - Accounts Paya...		158.04			-141,423.10
09/02/2026	10549	MATT LACY-V	21100 - Accounts Paya...		200.00			-141,623.10
09/02/2026	10550	MIKE BELL	21100 - Accounts Paya...		200.00			-141,823.10
09/02/2026	10551	NAPA AUTO PARTS	21100 - Accounts Paya...		763.90			-142,587.00
09/02/2026	10552	PATRICK MCGUFF...	21100 - Accounts Paya...		200.00			-142,787.00
09/02/2026	10553	PDS CONSULTING	21100 - Accounts Paya...	shortage on 4-9...	58.80			-142,845.80
09/02/2026	10554	ROGERS PETROLE...	21100 - Accounts Paya...		5,058.92			-147,904.72
09/02/2026	10555	STERICYCLE, INC.	21100 - Accounts Paya...		94.39			-147,999.11
09/02/2026	10556	TIMOTHY L. HOR...	21100 - Accounts Paya...		200.00			-148,199.11
09/02/2026	10557	TOM RUSH	21100 - Accounts Paya...		200.00			-148,399.11
09/02/2026	10558	UES PROFESSION...	21100 - Accounts Paya...		18,814.50			-167,213.61
09/02/2026	ACH034...	MORRISTOWN UT...	21100 - Accounts Paya...	004561-022128	3,556.25			-170,769.86

Morristown-Hamblen County Solid Waste Board

09/14/2026 10:38 AM

Register: 11130 · Operating Account

From 09/14/2026 through 09/14/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
09/14/2026	ACH029...	CHARTER COMM...	21100 · Accounts Paya...		303.95		465,875.25
09/14/2026	ACH030...	LIBERTY NATION...	21100 · Accounts Paya...		303.06		465,572.19
09/14/2026		QuickBooks Payroll ...	-split-	Created by Pay...	7,868.05		457,704.14

0.0

303.95

303.06

002

607.01 *

Morristown-Hamblen County Solid Waste Board

09/14/2026 1:51 PM

Register: 11130 - Operating Account

From 09/14/2026 through 09/14/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
09/14/2026	ACH029...	CHARTER COMM...	21100 - Accounts Paya...		~~303.95~~		465,875.25
09/14/2026	ACH030...	LIBERTY NATION...	21100 - Accounts Paya...		~~303.06~~		465,572.19
09/14/2026	ACH709...	LDA ENGINEERIN...	21100 - Accounts Paya...		3,095.00		462,477.19
09/14/2026	ACH709...	SFP MORRISTOWN	21100 - Accounts Paya...		70.16		462,407.03
09/14/2026	ACH709...	TMS INTERNATIO...	21100 - Accounts Paya...		2,550.00		459,857.03
09/14/2026		QuickBooks Payroll ...	-split-	Created by Pay...	~~7,868.05~~		451,988.98

U * C

2 * 035 * 40

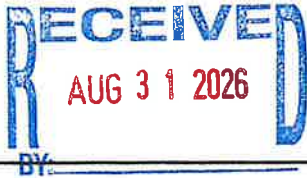
70 * 16

2 * 250 * 5

003

2 * 712 * 42

BankCard Center
Card Statement



Account Number XXXX XXXX XXXX 0792

Statement for Period: July 25, 2026 to August 24, 2026

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	\$2,245.28	\$535.39	\$0.00	\$0.00	\$0.00	\$2,245.28	\$535.39

FINANCE CHARGE SUMMARY				
	Average Daily Balance	Monthly Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES	\$0.00	1.054%(V)	12.65% (V)	\$0.00
(V) = Variable Rate				
GRACE PERIOD				
To Avoid a Finance Charge On Purchases, Pay Entire New Balance by Payment Due Date Each Billing Period. Finance Charge Accrues on Cash Advances Until Paid And Will Be Billed On Your Next Statement.				

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

CUSTOMER SERVICE CALL 1-800-382-5465 LOST/STOLEN CARDS CALL 1-800-382-5465 SEND BILLING INQUIRIES TO BANKCARD CENTER P.O. BOX 1545 MEMPHIS, TN 38101-1545	ACCOUNT NUMBER XXXX XXXX XXXX 0792		ACCOUNT SUMMARY	
	STATEMENT DATE	08/24/26	PREVIOUS BALANCE	\$2,245.28
	CREDIT LIMIT	\$5,000.00	PURCHASES & OTHER CHARGES	\$535.39
	AVAILABLE CREDIT*	\$4,464.00	CASH ADVANCES	\$0.00
	PAST DUE	\$0.00	CASH ADVANCE FEES	\$0.00
	OVERLIMIT	\$0.00	LATE PAYMENT CHARGE	\$0.00
	DISPUTED AMOUNT	\$0.00	FINANCE CHARGE	\$0.00
	AMOUNT DUE	\$27.00	CREDITS	\$0.00
	PAYMENT DUE DATE	09/18/26	PAYMENTS	\$2,245.28
	* Amount reflected in whole dollars only		NEW BALANCE	\$535.39

1122 0001 GSH 001 7 24 260824 0 PAGE 1 of 2 10 4015 9000 CM02 4155

↑PLEASE DETACH HERE AND RETURN WITH PAYMENT

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

HAMBLEN CO/

ACCOUNT NUMBER XXXX XXXX XXXX 0792
PAYMENT DUE DATE 09-18-26
AMOUNT DUE \$27.00
NEW BALANCE \$535.39

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

4798494100200792 0002700 0053539

DENNIS R BARNES		XXXX XXXX XXXX 0792		
Statement Date	08/24/26	Credit Limit	\$5,000.00	Cash Advance Balance \$0.00
Payment Due Date	09/18/26	Available Credit	\$4,464.00	Amount Due \$27.00
New Balance	\$535.39			

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

IMPORTANT NOTICE:

Due to the Change in Terms letters dated June 1, 2026, you may receive two statements this billing cycle: one for your previous account and one for your new account. Please review both statements, as each may reflect different account activity, balances, and payment amounts due. Once you receive your new card, please make sure to update your card information for any auto debits you may have set up to your card account. If you have any questions, please contact the Business Service Center at 888-382-4968, Monday through Friday, from 7:00 a.m. to 7:00 p.m. ET. Please have your business name and account number available when you call.

Post Date	Tran Date	Transaction Description	Amount
07-26	07-25	RTK MOBILE RTKMOBILE.COM UT	\$25.00
07-26	07-25	AMAZON MKTPL*6J35H6HJ3 Amzn.com/bill WA	\$50.36
08-02	08-01	AMAZON MKTPL*5N03H5DZ2 Amzn.com/bill WA	\$100.03
08-04	08-04	AMAZON MKTPL*566OH3LF0 Amzn.com/bill WA	\$19.98
08-04	08-04	PAYMENT - THANK YOU MEMPHIS TN	-\$2,245.28 PY
08-06	08-05	COLUMN PUBLIC NOTICE COLUMN.US DC	\$65.74
08-16	08-14	OFFICE DEPOT #1214 800-463-3768 GA	\$195.96
08-16	08-15	AMAZON MKTPL*5H3IU4KN2 Amzn.com/bill WA	\$78.32



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

RECEIVED
AUG 24 2026
BY: _____

Initial Inspection

CHECK IF UNDER
ENFORCEMENT
ACTION ☐

DATE
8/19/2026

TIME
14:00

WEATHER
88 F pt cloudy

CLASS I FACILITY INSPECTION CHECKLIST

Morristown Balefill Landfill SNL320000152 3849 Sublett Road Hamblen

EFO
KNOX

*SEE DISCLAIMER ON LAST PAGE

VIOLATION

REGULATION

OBSERVATION
NVO AOC V1 V2

RECORDS AND REPORTS

CERTIFIED PERSONNEL NOT PRESENT
DURING OPERATING HOURS

0400-11-01-.04(2)(b)5.

☒ NA ☐ ☐

COMMENTS

TRAINED PERSONNEL NOT PRESENT
DURING OPERATING HOURS

0400-11-01-.04(2)(b)5.
0400-11-01-.04(2)(b)4.

☒ NA ☐ ☐

COMMENTS

PERMITS, PLANS, OPERATING MANUAL
NOT AVAILABLE

0400-11-01-.02(5)(a)(7).

☒ NA ☐ ☐

COMMENTS

INADEQUATE RANDOM
INSPECTION PROGRAM

0400-11-01-.04(2)(s)

☒ ☐ ☐ ☐

COMMENTS

NO OPERATING SCALES AND/OR
FAILURE TO MAINTAIN WASTE
RECORDS

T.C.A. 68-211-862(a)(b)(1)(2)

☒ NA ☐ ☐

COMMENTS

OPERATION DOES NOT CORRESPOND
WITH ENGINEERING PLANS

T.C.A. 68-211-104(3)
T.C.A. 68-211-105(b)

☒ ☐ ☐ ☐

COMMENTS

OPERATION DOES NOT CORRESPOND
WITH PERMIT CONDITIONS

T.C.A. 68-211-104(3)
0400-11-01-.02(5)(a)1.

☒ NA ☐ ☐

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.	☒ ☐ ☐ ☐
COMMENTS			
INADEQUATE INFORMATION SIGNS		0400-11-01-.04(2)(b)2	☒ ☐ ☐ ☐
COMMENTS			
INADEQUATE ARTIFICIAL OR NATURAL BARRIER		0400-11-01-.04(2)(b)1.	☒ ☐ ☐ ☐
COMMENTS			
INADEQUATE EMPLOYEE FACILITIES		0400-11-01-.04(2)(e)	☒ ☐ ☐ ☐
COMMENTS			
UNSATISFACTORY ACCESS ROAD(S)/ PARKING AREA(S)		0400-11-01-.04(2)(b)3.	☒ ☐ ☐ ☐
COMMENTS			
NO COMMUNICATION DEVICES		0400-11-01-.04(2)(f)	☒ ☐ ☐ ☐
COMMENTS			
INADEQUATE FIRE PROTECTION		0400-11-01-.04(2)(c)2.	☒ ☐ ☐ ☐
COMMENTS			
NO PERMANENT BENCHMARK		0400-11-01-.04(2)(o)	☐ ☒ ☐ ☐
COMMENTS	A number of BMs exist at this site. AOC cited here is relative to the AER annual survey use of BM #3. This one has visual displacement & should NOT be used going forward for AERs as the concrete & pin has moved. Obvious typo for BM3 is on the map, however the other benchmarks including this one is correct within the legend. The map leader is 1362.65(not possible) & shows 1288.14 in legend.		
BUFFER ZONE STANDARD VIOLATED		0400-11-01-.04(3)(a)	☒ ☐ ☐ ☐
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)	☒	☐	☐	☐
COMMENTS						
INADEQUATE DUST CONTROL		0400-11-01-.04(2)(j)	☒	☐	☐	☐
COMMENTS						
INADEQUATE VECTOR CONTROL		0400-11-01-.04(2)(a)1.	☒	☐	☐	☐
COMMENTS						
POTENTIAL FOR EXPLOSIONS OR UNCONTROLLED FIRES		0400-11-01-.04(2)(a)2. 0400-11-01-.04(5)(a)	☒	☐	☐	☐
COMMENTS						
UNAPPROVED SALVAGING OF WASTE		0400-11-01-.04(2)(b)6.	☒	☐	☐	☐
COMMENTS						
LEACHATE MANAGEMENT						
LEACHATE OBSERVED AT THE SITE		0400-11-01-.04(2)(a)(3).	☒	☐	☐	☐
*LEACHATE ON EXTERNAL SLOPE *LEACHATE ENTERING RUN-OFF *LEACHATE ENTERING A WATER COURSE			☒	☐	☐	☐
			☐	NA	NA	☐
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.	☒	☐	☐	☐
COMMENTS	Site currently has 2 gravity drains Closed Phase I & partially closed Phase II. Values found relative steady flow with no concerns noted.					
Leachate Improperly Managed		0400-11-01-.04(4)(a)8.(i-iii)	☒	☐	☐	☐
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.	☒ ☐ ☐ ☐
COMMENTS			
EROSION CONTROL			
INADEQUATE EROSION CONTROL		0400-11-01-.04(2)(i)6. & 0400-11-01-.04(8)(c)4(ii)	☒ ☐ ☐ ☐
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)	☒ ☐ ☐ ☐
COMMENTS			
EXPOSED SOLID WASTE		0400-11-01-.04(2)(a)(3).	☒ ☐ ☐ ☐
COMMENTS			
GAS AND GROUNDWATER MIGRATION			
INADEQUATE GAS MIGRATION CONTROL SYSTEM		0400-11-01-.04(5)(a)	☒ ☐ ☐ ☐
COMMENTS			
INADEQUATE MAINTENANCE OF GAS MIGRATION CONTROL SYSTEM		0400-11-01-.04(5)(a)	☒ ☐ ☐ ☐
COMMENTS	The gas monitoring wells testing has shown adequate venting of waste as the values remain < 5%		
GROUNDWATER MONITORING SYSTEM IMPROPERLY MAINTAINED		0400-11-01-.02(5)(a)4.	☒ ☐ ☐ ☐
COMMENTS			
COVER REQUIREMENTS			
UNAVAILABILITY OF COVER MATERIAL		0400-11-01-.04(2)(h)	☒ ☐ ☐ ☐
COMMENTS			
UNSATISFACTORY INITIAL COVER		0400-11-01-.04(6)(a)3. 0400-11-01-.04(6)(a)5.	☒ ☐ ☐ ☐
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.	☒	☐	☐	☐
COMMENTS						
UNSATISFACTORY FINAL COVER		0400-11-01-.04(6)(a)6. 0400-11-01-.04(8)(c)3(i)	☒	☐	☐	☐
COMMENTS						
UNSATISFACTORY STABILIZATION OF COVER		0400-11-01-.04(6)(a)5	☒	☐	☐	☐
COMMENTS						
OPERATIONS AND WASTE HANDLING						
INADEQUATE OPERATING EQUIPMENT		0400-11-01-.04(2)(g)	☒	☐	☐	☐
COMMENTS						
UNAVAILABILITY OF BACKUP EQUIPMENT		0400-11-01-.04(2)(g)	☒	☐	☐	☐
COMMENTS						
WASTE NOT CONFINED TO A MANAGEABLE AREA		0400-11-01-.04(6)(a)1.	☒	☐	☐	☐
COMMENTS						
IMPROPER SPREADING OF WASTE		0400-11-01-.04(6)(a)2.	☒	☐	☐	☐
COMMENTS						
IMPROPER COMPACTING OF WASTE		0400-11-01-.04(6)(a)2.	☒	☐	☐	☐
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.	☒ NA ☐ ☐
COMMENTS			
EVIDENCE OF OPEN BURNING		0400-11-01-.04(2)(c)1.	☒ NA ☐ ☐
COMMENTS			
DUMPING OF WASTE INTO WATER		0400-11-01-.04 (2)(a)3.	☐ ☐ ☐ ☐
COMMENTS			
WASTE RESTRICTIONS			
UNAUTHORIZED WASTE ACCEPTED		0400-11-01-.04(2)(k)1.	☒ NA ☐ ☐
COMMENTS			
UNAPPROVED SPECIAL WASTE ACCEPTED		0400-11-01-.01(4)(b) 0400-11-01-.01(4)(c)5	☒ NA ☐ ☐
COMMENTS			
DEAD ANIMALS IMPROPERLY HANDLED		0400-11-01-.04(2)(k)5.(ii) (I-III)	☒ NA ☐ ☐
COMMENTS			
TIRES IMPROPERLY HANDLED		0400-11-01-.04(2)(k)3.	☐ ☐ ☐ ☐
COMMENTS			
MEDICAL WASTE IMPROPERLY HANDLED		0400-11-01-.04(2)(k)4.	☐ ☐ ☐ ☐
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

Paula Plont

Digitally signed by Paula Plont
Date: 2026.08.24 08:43:50 -04'00'

ADDITIONAL COMMENTS

Today's visit purpose was to review and discuss the Annual Engineering Report with the Solid Waste Director/landfill manager & lead operator. The AER documents very limited airspace remains at 1.7 yrs based upon 3/5/2026 as this latest landfill survey. The overfilled amount of 23,643 CY remains in the areas identified last year- notable berm is maintained to prevent run off directly onto the closed slope, which is needed to protect that composite cap system. Filling is being done with support of electronic survey equipment checking against the permit plans. The remaining airspace is in the north and eastern section with additional 2 elevated crowns where precision placement and frequent checking to the plans will be important.

The site should prepare a backup disposal option as there is only about 1 year left of airspace as a prudent action to enable the County to have additional option(s). The permit application for a new cell has had significant cycles of comments with notable revisions still needed. At the time of this AER site visit the Application was not presented. A couple days after this AER inspection the Class I Phase III landfill application was submitted to DLP-WMB and will undergo another review. The site should mindful time in addition to DLP-WMB completing another review will also required public comment period and then additional construction time for the membrane and drainage layer.

Review of the AER identified a TYPO for Bench Mark #3. The leader to the only visible site bench mark details an elevation of 1362.65 while the legend has BM 3 identified as 1288.14. Bench Mark #3 has been displaced from its original location. The concrete has been noted as being displaced and the use of this one is least desired. It should not be used going forward. Use any one of the others and ensure that Bench Mark is clearly shown in the survey for next year. The DLP-WMB is not directly additional review or AER report correction for that March 2026 survey date and is hereby documenting this aspect for additional scrutiny/corrected next year.

Gas readings, leachate treatment for ammonia stripping and ditches all in order. Filling is being done in the north.



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



Initial Inspection

CHECK IF UNDER
ENFORCEMENT
ACTION ☐

CLASS I FACILITY INSPECTION CHECKLIST

DATE
9/10/2026

TIME
11:30

WEATHER
75°F, Sunny

Morristown Bafill 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.

☒ NA ☐ ☐

COMMENTS

TRAINED PERSONNEL NOT PRESENT
DURING OPERATING HOURS

0400-11-01-.04(2)(b)5.
0400-11-01-.04(2)(b)4.

☒ NA ☐ ☐

COMMENTS

PERMITS, PLANS, OPERATING MANUAL
NOT AVAILABLE

0400-11-01-.02(5)(a)(7).

☒ NA ☐ ☐

COMMENTS

INADEQUATE RANDOM
INSPECTION PROGRAM

0400-11-01-.04(2)(s)

☒ ☐ ☐ ☐

COMMENTS

NO OPERATING SCALES AND/OR
FAILURE TO MAINTAIN WASTE
RECORDS

T.C.A. 68-211-862(a)(b)(1)(2)

☒ NA ☐ ☐

COMMENTS

OPERATION DOES NOT CORRESPOND
WITH ENGINEERING PLANS

T.C.A. 68-211-104(3)
T.C.A. 68-211-105(b)

☒ ☐ ☐ ☐

COMMENTS

OPERATION DOES NOT CORRESPOND
WITH PERMIT CONDITIONS

T.C.A. 68-211-104(3)
0400-11-01-.02(5)(a)1.

☒ NA ☐ ☐

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.	☒	☐	☐	☐
COMMENTS						
INADEQUATE INFORMATION SIGNS		0400-11-01-.04(2)(b)2	☒	☐	☐	☐
COMMENTS	All required informational signs are posted at the entrance to the facility.					
INADEQUATE ARTIFICIAL OR NATURAL BARRIER		0400-11-01-.04(2)(b)1.	☒	☐	☐	☐
COMMENTS						
INADEQUATE EMPLOYEE FACILITIES		0400-11-01-.04(2)(e)	☒	☐	☐	☐
COMMENTS						
UNSATISFACTORY ACCESS ROAD(S)/ PARKING AREA(S)		0400-11-01-.04(2)(b)3.	☒	☐	☐	☐
COMMENTS						
NO COMMUNICATION DEVICES		0400-11-01-.04(2)(f)	☒	☐	☐	☐
COMMENTS						
INADEQUATE FIRE PROTECTION		0400-11-01-.04(2)(c)2.	☒	☐	☐	☐
COMMENTS						
NO PERMANENT BENCHMARK		0400-11-01-.04(2)(o)	☒	☐	☐	☐
COMMENTS						
BUFFER ZONE STANDARD VIOLATED		0400-11-01-.04(3)(a)	☒	☐	☐	☐
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)	☒	☐
COMMENTS	Small amount of litter observed adjacent to the working face.			
INADEQUATE DUST CONTROL		0400-11-01-.04(2)(j)	☒	☐
COMMENTS	Little-to-no rain in the days leading up to the inspection. Dust was not an observable issue at this time.			
INADEQUATE VECTOR CONTROL		0400-11-01-.04(2)(a)1.	☒	☐
COMMENTS				
POTENTIAL FOR EXPLOSIONS OR UNCONTROLLED FIRES		0400-11-01-.04(2)(a)2. 0400-11-01-.04(5)(a)	☒	☐
COMMENTS				
UNAPPROVED SALVAGING OF WASTE		0400-11-01-.04(2)(b)6.	☒	☐
COMMENTS				
LEACHATE MANAGEMENT				
LEACHATE OBSERVED AT THE SITE		0400-11-01-.04(2)(a)(3).	☒	☐
*LEACHATE ON EXTERNAL SLOPE			☒	☐
*LEACHATE ENTERING RUN-OFF			☒	☐
*LEACHATE ENTERING A WATER COURSE			☒	☐
COMMENTS	No issues with leachate were observed or disclosed during the current inspection.			
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.	☒	☐
COMMENTS				
Leachate Improperly Managed		0400-11-01-.04(4)(a)8.(i-iii)	☒	☐
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.	☒	☐	☐	☐
COMMENTS						
EROSION CONTROL						
INADEQUATE EROSION CONTROL		0400-11-01-.04(2)(i)6. & 0400-11-01-.04(8)(c)4(ii)	☒	☐	☐	☐
COMMENTS	A deep rill was exposed on the eastern face of the landfill. This had recently been observed by landfill personnel and is set to be corrected within the coming days. No waste was observed within the rill - no AOC cited due to ongoing corrections.					
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)	☒	☐	☐	☐
COMMENTS						
EXPOSED SOLID WASTE		0400-11-01-.04(2)(a)(3).	☒	☐	☐	☐
COMMENTS						
GAS AND GROUNDWATER MIGRATION						
INADEQUATE GAS MIGRATION CONTROL SYSTEM		0400-11-01-.04(5)(a)	☒	☐	☐	☐
COMMENTS						
INADEQUATE MAINTENANCE OF GAS MIGRATION CONTROL SYSTEM		0400-11-01-.04(5)(a)	☒	☐	☐	☐
COMMENTS						
GROUNDWATER MONITORING SYSTEM IMPROPERLY MAINTAINED		0400-11-01-.02(5)(a)4.	☒	☐	☐	☐
COMMENTS	All monitoring wells observed were locked and properly maintained.					
COVER REQUIREMENTS						
UNAVAILABILITY OF COVER MATERIAL		0400-11-01-.04(2)(h)	☒	☐	☐	☐
COMMENTS						
UNSATISFACTORY INITIAL COVER		0400-11-01-.04(6)(a)3. 0400-11-01-.04(6)(a)5.	☒	☐	☐	☐
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.	☒	☐
COMMENTS				
UNSATISFACTORY FINAL COVER		0400-11-01-.04(6)(a)6. 0400-11-01-.04(8(c)3(i)	☒	☐
COMMENTS				
UNSATISFACTORY STABILIZATION OF COVER		0400-11-01-.04(6)(a)5	☒	☐
COMMENTS	Note the comments on the 'Inadequate Erosion Control' box above.			
OPERATIONS AND WASTE HANDLING				
INADEQUATE OPERATING EQUIPMENT		0400-11-01-.04(2)(g)	☒	☐
COMMENTS				
UNAVAILABILITY OF BACKUP EQUIPMENT		0400-11-01-.04(2)(g)	☒	☐
COMMENTS				
WASTE NOT CONFINED TO A MANAGEABLE AREA		0400-11-01-.04(6)(a)1.	☒	☐
COMMENTS	Working face was of a manageable size during the current inspection.			
IMPROPER SPREADING OF WASTE		0400-11-01-.04(6)(a)2.	☒	☐
COMMENTS				
IMPROPER COMPACTING OF WASTE		0400-11-01-.04(6)(a)2.	☒	☐
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.	☒ NA ☐ ☐
COMMENTS			
EVIDENCE OF OPEN BURNING		0400-11-01-.04(2)(c)1.	☒ NA ☐ ☐
COMMENTS			
DUMPING OF WASTE INTO WATER		0400-11-01-.04 (2)(a)3.	☒ ☐ ☐ ☐
COMMENTS			
WASTE RESTRICTIONS			
UNAUTHORIZED WASTE ACCEPTED		0400-11-01-.04(2)(k)1.	☒ NA ☐ ☐
COMMENTS			
UNAPPROVED SPECIAL WASTE ACCEPTED		0400-11-01-.01(4)(b) 0400-11-01-.01(4)(c)5	☒ NA ☐ ☐
COMMENTS			
DEAD ANIMALS IMPROPERLY HANDLED		0400-11-01-.04(2)(k)5.(ii) (I-III)	☒ NA ☐ ☐
COMMENTS			
TIRES IMPROPERLY HANDLED		0400-11-01-.04(2)(k)3.	☒ ☐ ☐ ☐
COMMENTS	No whole waste tires observed near working face.		
MEDICAL WASTE IMPROPERLY HANDLED		0400-11-01-.04(2)(k)4.	☒ ☐ ☐ ☐
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

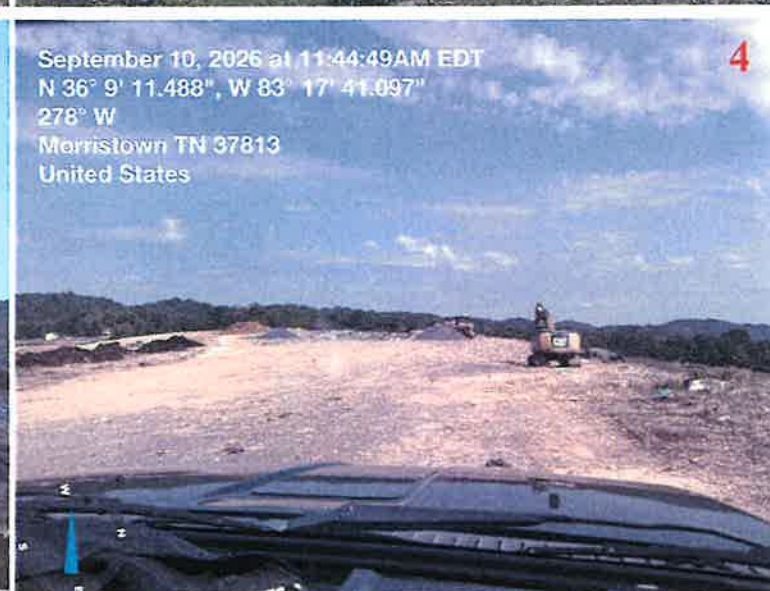
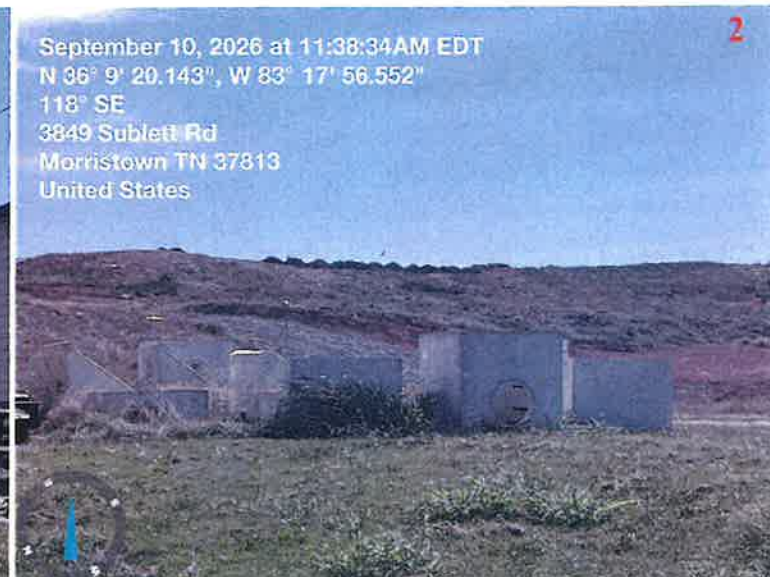
Inspector Name

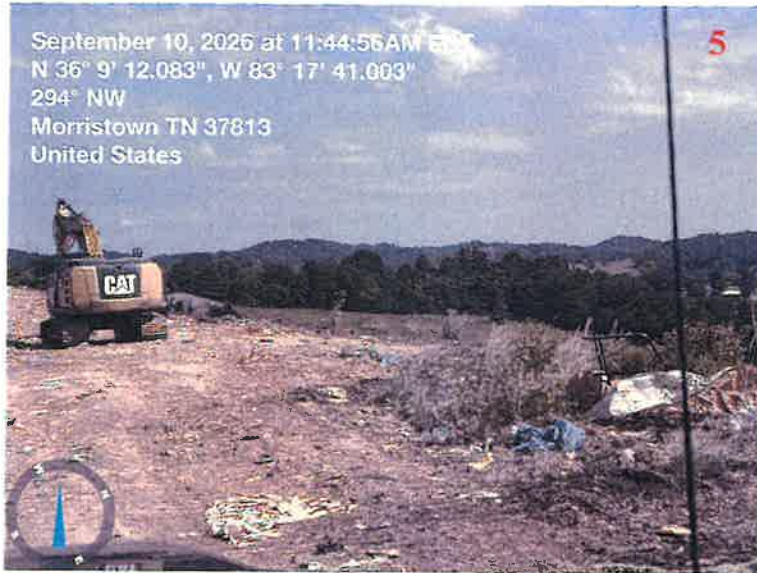
Markietta Tharp

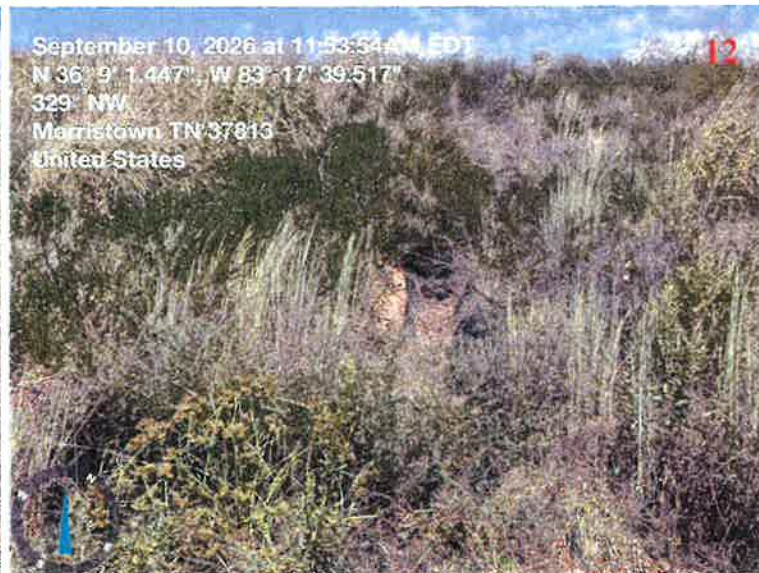
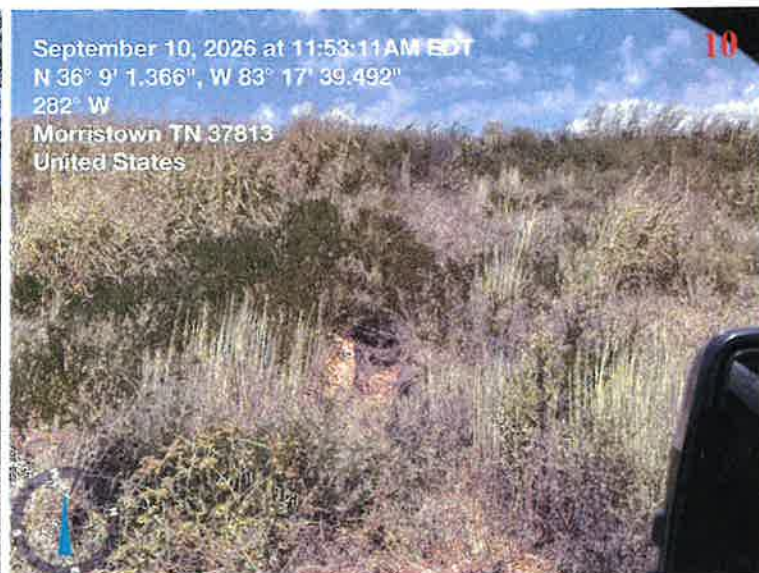
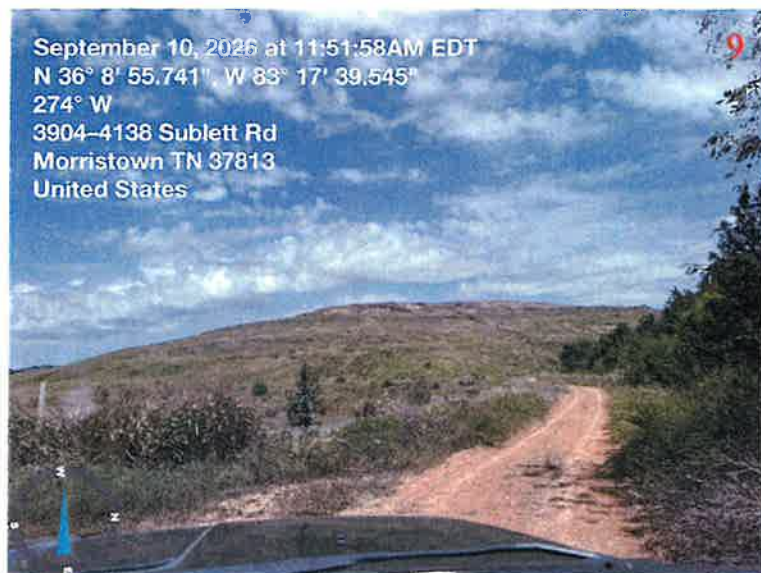
Digitally signed by Markietta Tharp
Date: 2026.09.14 11:26:04 -04'00'

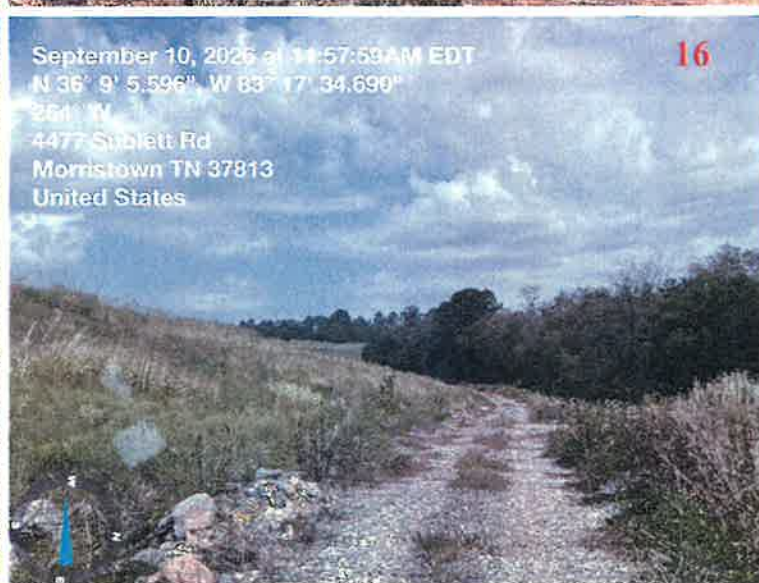
ADDITIONAL COMMENTS

Facility appeared to be in good working condition. Quick, intense rain event in the days leading up to the inspection had eroded a significant amount of material on the eastern slope of the landfill - mesh was exposed (Photos 10-13). Note that no waste was observed within this rill. Landfill operator, Dennis Barnes, notified the inspector of the issue upon arrival and communicated repair plans. This was the only notable issue observed during the current inspection. Small amount of litter was observed adjacent to the working face. Photos from the inspection are attached below.









SMITH GARDNER

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made this 30 day of AUG, 2026, by and between Hamblen County Solid Waste ("Client") and Smith Gardner, Inc. ("S+G").

Scope of Services and Project Description

S+G agrees to furnish the Services set forth in S+G's Proposal(s) and/or Work Order(s), as described in Exhibit(s) attached hereto and/or subsequently referenced to this Agreement. The Scope of Services for the Project(s) is/are set forth within each Proposal or Work Order ("Services").

Estimated Schedule of Services

This Agreement shall be valid for a period of 1 year(s), provided, however, that this Agreement shall continue to govern Proposal(s) and Work Orders(s) executed pursuant hereto notwithstanding the expiration of the term of this Agreement. This Agreement may be renewed for successive 1 year terms by written agreement of Client and S+G.

Basis of Compensation

For Services performed by S+G pursuant to Proposal(s) or Work Order(s) executed pursuant to this Agreement, Client shall pay S+G on the basis set forth in each such Proposal or Work Order and in accordance with the Compensation and Payment terms set forth herein. Unless otherwise stated in the Proposal or Work Order, Client shall pay S+G compensation based on the Standard Fee Schedule as periodically revised and attached to each Proposal or Work Order.

Extent of Agreement

This Agreement, including the General Conditions hereof, the materials enumerated below (each of which is incorporated herein by reference), and Proposal(s) and Work Order(s) subsequently executed pursuant to the Agreement, constitute the entire agreement between the Client and S+G. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. Any Work Order implemented under this Agreement shall be in writing and signed by authorized representatives of the Client and S+G.

(List here all other contract documents to be part of the Agreement as appropriate: e.g., remedial action plan; administrative/consent order; any specifications; etc.)

Engagement Letter dated 8/23/26

Current (2026) Fee Schedule

Proposals and Work Orders

Any Proposal or Work Order(s) submitted by S+G for the performance of a proposed scope of Services shall be firm for a period of ninety (90) days. Upon the expiration of such period, S+G reserves the right to modify the proposed basis of payment and fees to allow for changing costs and to adjust the time of performance to conform to changing workloads.

Except in the case of a Proposal or Work Order providing for a lump sum payment to S+G, the proposed fees set forth in all Proposals or Work Orders constitute S+G's estimate of the cost required to complete the project referenced therein.

Changes and Delays

Client reserves the right to request S+G to perform Services beyond those which were originally specified and agreed to in this Agreement and related Proposal(s) or Work Order(s) or to change, alter, add to or deduct from the Services required. Client shall notify S+G and request a proposal for a Change Order covering such Services. Unless a change in Services is authorized by Change Order or Work Order, S+G will not proceed to execute the changed Services, except in case of a emergency endangering life or property, in which case S+G shall proceed and Client shall execute a Change Order for any additional compensation or extension of time claimed by S+G on account of emergency Services. Any change or adjustment in the compensation or time extension shall be specifically stated in said Change Order. Prior to issuance of any Change Order, the parties through their authorized representatives, shall negotiate in good faith the monetary amount by which the contract compensation shall be increased or decreased as a result of the proposed Change Order.

Cost and schedule commitments contained in S+G's Proposal(s) or Work Order(s) shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide facilities or information or for delays caused by events beyond S+G's control, including acts or failure to act by any governmental agency. S+G shall be entitled to an adjustment to the cost and schedule if Services stoppage or interruption caused by any of the above result in additional costs beyond that identified in S+G's Proposal(s) or Work Order(s).

Standard of Care

S+G shall perform its Services consistent with that level of care and skill ordinarily exercised by professionals practicing in the same or similar locality as the project for which the Services are performed and under the same or similar circumstances ("Standard of Care"). The Standard of Care is not a warranty or guarantee. S+G shall perform the Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the project for which the Services are performed.

S+G neither makes nor offers, nor shall S+G be liable to Client for, any express or implied warranties with respect to the performance of Services. Estimates of cost, approvals, recommendations, opinions and decisions by S+G are made on the basis of S+G's experience, qualifications, and professional judgment and are not guaranteed. S+G shall not be regarded as a guarantor with respect to any work product provided to Client.

Client's Responsibilities

Client agrees to: (I) assist and cooperate with S+G in any manner necessary and within its ability to facilitate S+G's performance under this Agreement; (II) provide legal access to and/or obtain permission for

S+G to enter upon all property, whether or not owned by Client, as required to perform and complete the Services; (III) provide S+G with all information known or which should reasonably be known by Client concerning the current use of all project sites, and the nature and existence of any hazardous substances on, in, or adjacent to all project sites, including any analytical reports of soils or groundwater conditions, and prior to any boring, drilling, and/or excavation work at any project site, identify all underground obstructions or utilities; (IV) to the extent required by law, the Client shall report regulated conditions, including, without limitation, the discovery or existence of any hazardous substances at the project site(s) to the appropriate public authorities in accordance with applicable law.

Compensation and Payment

Invoices will be submitted on a monthly basis and are payable within thirty (30) days of invoice date. Unpaid balances shall be subject to a late payment charge at the maximum permissible rate under state law, starting 31 days from invoice date. In addition, S+G may, after giving seven (7) days written notice to Client, suspend Services under this Agreement without liability until all amounts due for Services and expenses have been paid in full. Failure to make payment within the time limits set forth in this section is a material breach and excuses S+G from any further performance under this Agreement. All time spent and expenses incurred (including reasonable attorney's fees) in connection with collection of any delinquent amount(s) will be reimbursed by Client.

Client acknowledges that S+G, from time to time, retains Independent Professional and Technical labor on a temporary basis to meet peak work load demands. Client agrees that such labor will be billed in accordance with the Standard Fee Schedule attached to each Proposal or Work Order made a part of this Agreement.

Limitation of Liability

In no event shall the total liability of S+G, its shareholders, directors, officers, employees, and affiliates exceed \$100,000 for claims involving toxic, pollutant, or hazardous substances or conditions. In no event shall the total liability of S+G, its shareholders, directors, officers, employees, and affiliates for all other claims, losses, damages, costs, or expenses (including but not limited to those arising from professional acts, errors, or omissions) exceed S+G's gross fees for the particular Proposal or Work Order related Services or \$100,000, whichever is less.

In no event shall S+G, its shareholders, directors, officers, employees, and affiliates be liable for any indirect, special, consequential, incidental (excepting attorneys' fees which may be available pursuant to the Indemnification section of this Agreement), punitive, or multiple damages of any nature whatsoever, including but not limited to lost profits.

Indemnification

To the fullest extent permitted by law, subject to the Limitation of Liability section above, S+G shall indemnify and hold harmless Client and Client's employees, agents, and independent contractors, against liability for third-party claims, demands, causes of action, damages, penalties, fines, and liabilities, including but not limited to reasonable attorneys' fees incurred by the persons and entities indemnified by this section in connection therewith, to the extent caused by the negligence of S+G, its employees, agents, or others for whose negligent acts or omissions S+G is legally liable.

To the fullest extent permitted by law, Client shall indemnify and hold harmless S+G and S+G's employees, agents, and independent contractors against liability for third-party claims, demands, causes of action, damages, penalties, fines, and liabilities, including but not limited to reasonable attorneys' fees incurred by the persons and entities indemnified by this section in connection therewith, to the extent caused by the negligence of Client, its employees, agents, or others for whose negligent acts or omissions Client is legally liable.

Client acknowledges that S+G has not created, generated, or contributed to the creation, generation, or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination, or pollution, whether latent or patent, or to the release thereof, or the violation of any law or regulation relating thereto, at all project sites prior to the date on which the performance of the Services are commenced hereunder [collectively, the "Pre-existing Conditions"]. Accordingly, to the fullest extent permitted by law, Client shall indemnify and hold harmless S+G and S+G's employees, agents, independent contractors, and affiliates, and their respective successors, from and against any and all claims, demands, causes of action, damages, penalties, fines, and liabilities, including but not limited to reasonable attorneys' fees incurred by the persons and entities indemnified by this section in connection therewith, arising from or relating to Pre-existing Conditions to the extent caused by the negligence of Client, its employees, agents, or others for whose negligent acts or omissions Client is legally liable.

The provisions of this section shall survive the completion of a given Proposal or Work Order and the expiration, cancellation, or termination of this Agreement between S+G and Client.

Insurance

S+G has obtained policies of insurance for the following coverage during the performance of the Services: (I) Workers' compensation (statutory) and Employer's Liability coverage; (II) Commercial General Liability; (III) Automobile Liability; (IV) Professional Liability. S+G agrees to provide certificates of insurance evidencing such coverage upon request. Additional premiums and costs incurred by S+G in connection with obtaining additional or different policies of insurance shall be reimbursed by the Client as an additional project expense.

Certification

S+G shall not be required to execute any certification with regard to Services performed under this Agreement unless 1) S+G believes that sufficient Services have been performed by S+G to provide an adequate basis to issue the certification, 2) S+G believes that the Services performed, including all work tested or observed as part of the Services, meet the criteria of the certification, and 3) the exact form of such certification has been approved by S+G, in writing, prior to execution of a Proposal or Work Order. Any certification by S+G is limited to an expression of professional opinion regarding those facts or findings

which are the subject of the certification, and does not constitute a warranty or guaranty, either expressed or implied.

Hazardous Materials

Client and S+G agree that, unless described in the Proposal or Work Order, the discovery of unanticipated hazardous, toxic, or dangerous materials constitutes a changed condition mandating renegotiation of the scope of the Services to be performed by S+G, the terms under which the Services are to be performed, and the charges therefore. Nothing contained in this Agreement shall be construed or interpreted as requiring S+G to assume the status of an owner, operator, or generator, under any federal or state statute governing the disposal, transportation, storage or treatment of hazardous substances or wastes. S+G shall not directly or indirectly assume title to such hazardous or toxic substances. Should the proper and lawful transportation and disposal of any such materials be required, S+G's responsibilities shall be limited to preparing manifest(s) or related documents for execution by Client and Client shall approve any facilities designated for disposal, storage or treatment.

In an emergency affecting the safety of persons or property, where it is impracticable for S+G to obtain immediate authorization from Client, S+G shall act, at its discretion, to prevent threatened damage, injury or loss. Client shall sign a Change Order for any additional compensation or extension of time claimed by S+G on account of emergency work.

Third Party Reliance Upon Work Products

All S+G work products are prepared solely for use by Client and shall not be provided to any other person or entity without S+G's written consent. Client shall indemnify S+G from and against any and all claims, liability, damages, actions or proceedings brought by any person or entity claiming to rely upon information or opinions contained in reports, surveys and maps, or other work products provided to such person or entity, published, disclosed or referred to without S+G's written consent.

Relationship of the Parties

S+G shall perform its Services under this Agreement as an independent contractor. S+G shall not, except by separate agreement or amendment, (I) specify construction procedures, manage or supervise construction, or be responsible for health and safety procedures for any parties on the job site other than S+G's own employees or subcontractors, (II) be responsible for the completion or quality of work which is dependent upon or performed by third parties not under the direct contractual control of S+G, or be responsible for their acts, omissions or any consequential damage resulting therefrom. Testing or inspection by S+G of portions of the work of other parties on a project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans, specifications and safety requirements.

Assignment and Subcontracts

Neither party shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. However, S+G may subcontract for the Services of others (such as drilling, laboratory, specialty contractors, etc.) without obtaining Client's consent where S+G has identified the necessity for such Services in its Proposal(s) or Work Order(s).

Termination

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations hereunder through no fault of the terminating party, provided that no such termination shall be effective unless the other party is given (i) not less than ten (10) days written notice of intent to terminate and (ii) an opportunity for consultation with the terminating party prior to the effective date of such termination. In the event of termination through no fault of S+G, Client shall pay S+G for Services performed prior to termination date, and for necessary expenses in connection with termination, including cost of completing files and reports necessary to document status of Services at time of termination.

Confidential Information

All information disclosed to S+G and identified by Client as confidential shall be treated as Confidential Information during the performance of the Services Included herein and shall be treated as S+G treats its own confidential information. Such Confidential Information will be disclosed to S+G's employees, consultants and advisors as necessary to perform the Services Included herein. Confidential Information shall not include (i) information which can be proven to have been publicly available at the time of receipt or which subsequently becomes publicly available through no fault of S+G or any of its officers, employees or agents, (ii) information which can be proven to have been known by S+G prior to the date hereof, (iii) information which can be proven to have been lawfully received from an unaffiliated third party without restriction on disclosure, provided such third party is not under an obligation of non-disclosure to S+G, or (iv) disclosure which can be demonstrated to have been compelled by law.

Litigation Support

If S+G personnel are called or subpoenaed for depositions, examination, or court appearances in any dispute or matter arising out of the Services, S+G shall be reimbursed on a time and material basis in accordance with S+G's then current standard billing rates, including researching, providing or copying files, records or other instruments of service, incurred in connection with such matters.

Notices

All notices and communications pertaining to this Agreement shall be to S+G's designated Project Manager or to the Principal-In-Charge of the S+G office performing the Services. Verbal communications shall be confirmed in writing.

Governing Law

This Agreement (including all Proposals and Work Orders issued pursuant hereto) is made in North Carolina and to the fullest extent permitted by law shall be construed and interpreted in accordance with the laws of the State of North Carolina, notwithstanding any choice of law considerations which might require application of the law of some other jurisdiction.

To the fullest extent permitted by law, any claim pertaining to or arising out of this Agreement and all Proposals or Work Orders issued hereunder shall be filed in the Trial Court Division of the General Court of Justice for the State of North Carolina, County of Wake, or the United States District Court for the Eastern District of North Carolina.

Hamblen County Solid Waste

"CLIENT"

By:

Name:

Title:

Date:

Patil M. Muffin
Vice - Pres.
8.26.26

SMITH GARDNER, INC.

"S+G"

By:

Name:

Title:

Date:

John M. Gardner, P.E.

Vice President

8/30/26

August 23, 2026

Patrick McGuffin
Hamblen County Solid Waste
3849 Sublett Road
Morristown, TN 37814

RE: Engagement Letter
Solid Waste Consulting Services
Hamblen County Class I Landfill (SNL320000152)
Morristown, Tennessee

Dear Pat:

Per our discussion last week, and as you requested, Smith Gardner, Inc (S+G) appreciates the opportunity to provide our Master Service Agreement (MSA) and 2026 Fee Schedule (**attached**) for consulting services to Hamblen County Solid Waste (Hamblen) in support of your ongoing expansion permit effort for the subject site. More specifically, it is our understanding that the intent of S+G's work will be to assist the current consultant, LDA (formerly Lamar Dunn & Associates) in preparing/revising and finalizing the Class I solid waste permit application that has been in development over the past few years.

However, the detailed scope of S+G's work that needs to be undertaken on behalf of Hamblen cannot be determined until S+G thoroughly reviews permit documents and has discussions with Hamblen, LDA, and representatives from the Tennessee Department of Environment & Conservation (TDEC), Division of Land Protection, Solid Waste Branch (SWB) to better understand what portion(s) of the application have been completed and accepted by TDEC and what work remains. Following this initial review, S+G will prepare a more informed and detailed scope, budget and schedule for Hamblen's consideration. As we spoke, it may be necessary for S+G to engage other specialty consultants in order for Hamblen to obtain the necessary permit(s) to expand the existing Class I landfill site.

Initial review of the permit application documents and meetings will first be necessary and will generally consist of S+G time and expenses to conduct the following:\

- Obtaining relevant permitting and design documents from LDA and the SWB to conduct a thorough review of the information;
- Meeting with LDA (Steve Bostic and staff in their Knoxville offices) possibly along with Hamblen County officials to discuss details of the work completed to date and work remaining to be completed;
- Meeting with TDEC – SWB to discuss, from their perspective, the status of the various application elements and determine if work believed (by LDA and or Hamblen) to be completed is adequate for SWB approval or not;
- Obtaining other information believed to be relevant by S+G and/or TDEC-SWB; and,
- Preparing a proposal based on the information gathered, for consideration by Hamblen.

I plan to serve, at least initially, as S+G's project manager and lead engineer but will utilize S+G's support staff, as needed. Our estimated cost for this initial task will be about **\$19,675** as a not-to-exceed amount where only actual time and expenses will be invoiced. The actual

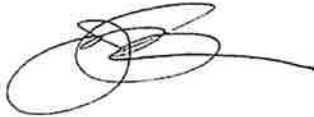
Patrick McGuffin
August 23, 2026
Page 2 of 2

cost to understand the current status of the application, given its long history, may be more or less than this amount, which is only an estimate, since we (S+G) have no knowledge of the proposed design or status of the permit process until this initial review process is completed.

In order to proceed with this initial review effort and any subsequent work by S+G, if acceptable, please review, sign and return a copy of the attached MSA for our finalization.

Pat, again, we appreciate Hamblen contacting us and should you have any questions, concerns or comments on the terms/conditions of the MSA or our understanding of S+G's role in this project, please call me.

Cordially,
SMITH GARDNER, INC.

A handwritten signature in black ink, appearing to be 'JMG', with a long horizontal line extending to the right.

John M. Gardner, P.E.
Vice President
john@smithgardnerinc.com

Attachments

2026 FEE SCHEDULE

Staff Professional

Hourly Billing Rates*

President, Senior Engineer - Stacey A. Smith, P.E.**	\$315/hour
Vice President, Senior Project Manager - John M. Gardner, P.E.**	\$300/hour
Vice President, Senior Engineer - Pieter K. Scheer, P.E.**	\$275/hour
Vice President, Senior Project Manager - W. Michael Brinchek, P.E.**	\$240/hour
Vice President, Senior Geologist - C. Kevin Anderson, P.G.**	\$235/hour
Vice President, Senior Hydrogeologist - Joan A. Smyth, P.G.**	\$235/hour
Principal, Senior Project Engineer - John R. Fearington, P.E.**	\$200/hour
Principal, Senior Project Engineer - Gregory G. Mills, P.E.**	\$180/hour
Principal, Senior Civil Designer - Christopher T. Jones**	\$180/hour
Principal, Senior Project Engineer - Spencer W. Hollomon, P.E.**	\$180/hour
Senior Project Manager - Jon M. Dietz, Ph.D.	\$250/hour
Senior Engineer - John D. Barnard, P.E.	\$230/hour
Senior Surveyor - Uljas A. Murphy, P.L.S. ** (UAS)**	\$225/hour
Senior Geologist - Bobby J. Wolf, P.G.	\$215/hour
Senior Engineer - E. Fred Mussler, III, P.E.	\$200/hour
Senior Project Manager - Gregory T. Farrell, P.E.	\$200/hour
Financial Analyst - Assunta M. Wallace, MBA	\$200/hour
Management Consultant - D. Scott Bost	\$200/hour
Project Geologist - Clyde A. L. "CAL" Easter, P.G.**	\$185/hour
Project Engineer - Jesse C. Li, P.E.	\$180/hour
Senior Scientist - Matthew S. Lamb**	\$175/hour
Engineering Surveyor - Jonathan "Johnny" A. Hayes, PE, P.L.S. ** (UAS)	\$160/hour
GIS Analyst - Jason D. McMahon, GISP** (UAS)	\$160/hour
Project Engineer - Matthew M.A.C. "Mac" Jones, P.E.	\$160/hour
Project Manager - Lou J. Krasuski**@@	\$160/hour
Project Geologist - Kevin R. C. Clay, P.G.	\$155/hour
GIS Analyst - John J. Boos, GISP** (UAS)	\$150/hour
Construction Consultant - Albert B. "Buddy" Bowers, Jr.	\$150/hour
Systems Administrator - Sam T. Spencer ** (UAS)	\$150/hour
Civil Designer - Robert V. Maynard, SI ** (UAS)	\$145/hour
Staff Engineer - Mohammed Amjee, EI	\$135/hour
Field Services Manager - Byron S. Hackney**	\$135/hour
CAD Designer - Jeffrey R. Taylor	\$135/hour
Civil Designer - Jacob R. Lafon	\$135/hour
Staff Engineer - Megan R. Skvoretz, EI	\$130/hour
Staff Engineer - Aubrie C. Langford	\$130/hour
Staff Scientist - Joshua C. Rue	\$125/hour
Environmental Technician - Matthew B. Staggs	\$125/hour
CAD Technician - Jacob R. Griffith	\$110/hour
Staff Scientist - Daniel J. Pantaleo	\$110/hour
Staff Geologist - Xiong Vang	\$105/hour
Staff Geologist - Will D. Gulker	\$95/hour
Environmental Technician - Simon C. Dangler	\$95/hour
Staff Economist - G. Tucker Hennessey	\$85/hour
Staff Technician	\$75/hour
Clerical/Administrative Secretary	\$50/hour
Expert Witness/Legal Services	Negotiated

Reproduction Expenses		
Small Format (B size or smaller)	Black & White	\$0.15 per page
	Color	\$0.30 per page
Large Format (C size or larger)		\$4 per sheet
Equipment Expenses & Fees		
Direct Project Expenses		Cost + 10%

Notes:

Rates are subject to review annually.

**Employee Owner

**FAA Small Unmanned Aircraft Systems (UAS) Certificate &

NC Commercial UAS Operator Permit Holder +\$15/hour to rate

@@Federal Method 9 Visible Emissions Evaluator +\$15/hour to rate



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Land Protection – Waste Management Branch
Solid Waste Program
Davy Crockett Tower, 7th Floor
500 James Robertson Parkway, Nashville, Tennessee 37243

September 10, 2026

Mr. Tom Rush
Chairman, Landfill Commission
Hamblen County-Morristown C&D Landfill
3849 Sublett Road
Morristown, TN 37813

RE: Notice of Stay of Review
Morristown Hamblen County Class I Landfill Phase III (SNL320000152)

Dear Mr. Rush:

This letter will serve as official notification that the Tennessee Department of Environment and Conservation (TDEC), Division of Land Protection - Waste Management Branch (DLP-WMB), has received your response to the most recent Notice of Deficiency.

DLP-WMB has made the decision to stay the review of this submittal. A review of the resubmittal has resulted in several observations of unaddressed comments from prior notice of deficiencies and continued inconsistencies among plan set pages and supplied narratives. Please contact our office to discuss next steps if you wish to continue pursuing this permit modification.

If you have questions concerning this letter, please feel free to contact Brian Wolf of this office by email at Brian.Wolf@tn.gov or call 615-946-7772.

Sincerely,

Brian Wolf

Brian Wolf, P.E.
Solid Waste Program Administrator

cc: Steve Bostic, P.E., LDA Engineering
Matthew Davis, P.E., LDA Engineering
Dennis Barnes, Solid Waste Landfill Director
James R. Tinch, TDEC-Office of External Affairs
Records.SWM@tn.gov

September 16, 2026

Nick Lytle, Solid Waste Permits Manager
Waste Management Branch
Division of Land Protection
Tennessee Department of Environment & Conservation
Davy Crockett Tower, 7th Floor
500 James Robertson Parkway
Nashville, TN 37243

**Re: Part II Solid Waste Application
Hamblen County - Morristown Solid Waste System
Class I Landfill (Permit No. SNL SNL32-0152)
Hamblen County, Tennessee**

Dear Mr. Lytle:

On Friday, September 11, 2026, Hamblen County Solid Waste received the Tennessee Department of Environment & Conservation's Notice of Stay of Review regarding the subject application. Consequently, this letter will serve to formally withdraw the Part II application, which we currently plan to resubmit at a later date.

Should you require clarification, please contact me at your earliest convenience.

Sincerely,
Hamblen County - Morristown Solid Waste

Tom Rush
Chairman

Stephanie Clonce

From: Brandy Holland, CIC, CRM <BHolland@mainstreetins.com>
Sent: Wednesday, September 16, 2026 10:20 AM
To: Stephanie Clonce; Katherine Smith
Subject: RE: Letter for Dennis to Sign

Good morning,

I wanted to let you know that I am continuing to follow up on this and will share any updates as soon as they become available.

At this point, I do not expect any material changes that would affect the insurance program before Friday.

After the brokerage becomes effective, we do anticipate some updates over the coming months.

Thank you for your patience.

Brandy Holland, CIC, CRM

Commercial Account Executive

D | (423) 318-5825



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From: Stephanie Clonce <office@hcmsw.org>
Sent: Wednesday, September 16, 2026 9:54 AM
To: Katherine Smith <KSmith@mainstreetins.com>
Cc: Brandy Holland, CIC, CRM <BHolland@mainstreetins.com>
Subject: RE: Letter for Dennis to Sign

Did you get anything back from the insurance company yet? Just wanting to know if you have any update for our meeting Friday?

Thank you,
Stephanie

From: Katherine Smith <KSmith@mainstreetins.com>
Sent: Monday, August 17, 2026 10:18 AM
To: Stephanie Clonce <office@hcmsw.org>
Cc: Brandy Holland, CIC, CRM <BHolland@mainstreetins.com>
Subject: Letter for Dennis to Sign



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

Hi Stephanie,

As discussed on the phone, I have prepared a letter for Dennis to sign. Signing this letter will NOT change any of your insurance policies. It simply reassigns the policies from Saville (former broker) to GRIP (new broker). Brandy and I feel very strongly that this change needs to be made, and we believe working with GRIP will produce better results for HCSW.

Please have Dennis sign and scan this document back to me at your earliest convenience. If Dennis has any questions, have him call my cell. Thank you!

-Katherine

Katherine Strate Smith, CLCS, CWCA

Partner, Business Risk Advisor

C | (423) 748-4212



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