

AGENDA

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

August 13, 2013

6:30 p.m.

LOUDON COUNTY COURTHOUSE ANNEX

Loudon, Tennessee

1. Call to Order
2. Approval of Minutes – July 9, 2013
3. Items of Public Concern
4. Cash Activity Report
5. Operations Report
6. Attorney's Report
7. GeoSyntec Landfill Evaluation Update
8. Brown & Caldwell Update
9. Chairman's Report
10. Other Items of Commission's Consideration
11. Adjourn

MONTHLY CASH REPORT

July OF 2013

CASH RECEIPTS:

Landfill Host Fees	13,540.12
Closure/Post Clo. Security Fees	21,643.84
Interest Received	211.35
Tire Grants	3,071.00
Other: _____	

Total Monthly Revenue: 38,466.31

CASH DISBURSEMENTS:

Commissioner Meeting Pymts.	300.00
Commissioner Travel/Seminar	
Meeting Expense	
Legal Services	4,551.90
Audit/Accounting Services	
Consultants	
Trustee's Commission	351.84
Debt Service/Loudon - Water Lines	
Santek-Tire Grant	
Engineering Services	
Office Supplies	
Building and Contents Insurance	
Other: _____	
Other: <u>Contracted Svc-Mowing</u>	800.00

Total Monthly Expense: 6,003.74

Change in Net Assets: 32,462.57



BEGINNING CASH BALANCE: \$ 2,579,589.80

CLOSURE RESERVES:	\$ 1,069,689.14
Total Closure Reserves and General Account	\$ 2,612,052.37
GENERAL ACCOUNT:	\$ 1,542,363.23

ENDING CASH BALANCE: \$ 2,612,052.37

CHANGE IN CASH POSITION \$ 32,462.57

MONTHLY CASH REPORT

June (w/Trustee Info) OF 2013

CASH RECEIPTS:

Landfill Host Fees	15,075.16
Closure/Post Clo. Security Fees	24,577.63
Interest Received	230.06
Tire Grants	
Other: _____	

Total Monthly Revenue: 39,882.85

CASH DISBURSEMENTS:

Commissioner Meeting Pymts.	300.00
Commissioner Travel/Seminar	
Meeting Expense	
Legal Services	4,573.40
Audit/Accounting Services	
Consultants	
Trustee's Commission	396.53
Debt Service/Loudon - Water Lines	3,750.00
Santek-Tire Grant	
Engineering Services	5,460.00
Office Supplies	
Building and Contents Insurance	4,276.00
Other: <u>Cont Svc-Santek-Audit Supp</u>	1,965.39
Other: <u>Contracted Svc-Mowing</u>	600.00

Total Monthly Expense: 21,321.32

Change in Net Assets: 18,561.53



BEGINNING CASH BALANCE: \$ 2,561,028.27

CLOSURE RESERVES:	\$ 1,048,045.30
Total Closure Reserves and General Account	\$ 2,579,589.80
GENERAL ACCOUNT:	\$ 1,531,544.50

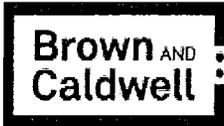
ENDING CASH BALANCE: \$ 2,579,589.80

CHANGE IN CASH POSITION \$ 18,561.53

501 Great Circle Road, Suite 150
Nashville, TN 37228

T: 615.255.2288
F: 615.256.8332

August 9, 2013



Letter Proposal

Mr. Kevin Stevens, Esq.
Kennerly, Montgomery & Finley, P.C.
550 Main Street, 4th Floor
Bank of America Center
Knoxville, TN 37901

041535.010

Subject: Proposal for Consulting Services for Solid Waste Management Work Shop for Loudon County Solid Waste Disposal Commission - Matlock Bend Landfill (SNL 53-0203)

Dear Mr. Stevens:

Brown and Caldwell (BC) is pleased to present this proposal for consulting services to the Loudon County Solid Waste Disposal Commission (SWDC) for conceptual development of waste alternatives leading to potential revenue generating projects for the Matlock Bend Landfill (Facility) wastes. Concepts to be discussed in a workshop format with select representatives (stakeholders) of SWDC and Loudon County will be based on a presentation given by Gil Haines of our Atlanta office at the Tennessee Department of Environment and Conservation (TDEC) conference on April 25, 2013. That presentation, entitled, "Finding Value From Waste Products – The Future is Now!" sparked the interest of several attending members of the SWDC, thus these proposed efforts will focus on similar concepts and develop ideas for alternative wastestream management and may be used by SWDC for further consideration.

This proposal includes the following efforts:

- Preparation of a brief questionnaire that can be circulated by the SWDC to local industries, commercial businesses, developers, civic groups, and neighboring municipalities. The purpose of the questionnaire will be to generate interest, ideas, and feedback that could lead to potential revenue sharing between the SWDC and a third party.
- Facilitation of a Waste Alternatives Concepts Workshop session, consisting of a small group of stakeholders consisting of select members of the SWDC and community, to discuss feedback from the brief questionnaire. Results from this effort may serve as a framework of concepts for further consideration by the SWDC.

BC provides this scope of work and fee estimate for SWDC consideration.

Facility Background

The SWDC is the active governmental body charged with ownership and operation of the Matlock Bend Landfill in Loudon County, Tennessee. The landfill opened in approximately 1985. The landfill is operated under contract with Santek Environmental (Santek) of Athens, Tennessee. In early 2009 and on behalf of the SWDC, Santek initiated the application process through the TDEC to construct and operate a lateral and vertical expansion of the existing landfill footprint. The permit application was approved by TDEC and, as anticipated, increased the design capacity from

approximately 4.5M cubic yards to 8M cubic yards. At the current rate of waste disposal, the facility is expected to close in/about 2027. The landfill is made up of a closed area (pre-Subtitle D) and an active area that is currently operated as a Class I Municipal Solid Waste Disposal facility. The facility accepts a waste stream that is generally comprised of 70 percent industrial waste, 30 percent commercial and residential waste. The volume of industrial waste received is the largest fraction of the facilities waste stream and most of that waste is inert (i.e., inorganic or non-gas generating).

Currently, the SWDC is not required to install a gas collection and control system (GCCS) under New Source Performance Standards/Emission Guidelines (NSPS/EG) regulations, but is required to estimate annual Non-Methane Organic Compounds (NMOC) emissions. A GCCS will be required once NMOC emissions are calculated to exceed 50 Mg annually. The closed portion of the landfill does have passive gas vents, which emits landfill gas to the atmosphere. The SWDC has collected some gas quality data with Tier 2 testing to confirm compliance with NSPS/EG. This data was collected in 2003 by others to estimate that the facility may trigger requirements for a GCCS on or about the year 2027.

The SWDC contracted with Santek to consider developing a landfill gas reuse project; however, the timeline for that work has exceeded the contract deadline and the SWDC retains the rights to landfill gas. More recently, the SWDC engaged Geosyntec to review operations and assess future closure and post-closure financial requirements. Their findings identified a budget shortfall and the need to evaluate potential revenue-generating options. Therefore, the SWDC may be interested in considering opportunities and strategies for revenue generating projects. BC has developed the following project approach and scope of work for this proposal based on our discussions and understanding of the SWDC goals and the relevant future of its solid waste facility.

Project Approach

During the proposed Workshop session, BC will discuss possible opportunities and projects that have the potential to generate additional revenue for the SWDC. This revenue would be used to supplement the Facility Closure and Post-Closure Care requirements. Prior to this workshop, BC will prepare a brief questionnaire to help develop a dialogue with local industries, civic groups, and stakeholders in the community-at-large. The questionnaire could be used to guide further discussion and provide an opportunity for information exchange between SWDC commissioners and community-based stakeholders.

BC anticipates that members of the SWDC will be engaged in soliciting responses to the questionnaire in preparation of the Workshop and that SWDC will engage Loudon County, Lenoir City, the City of Loudon, and other members of the business community that utilize or could utilize Matlock Bend Landfill for disposal or those that might be willing to partner with the SWDC for revenue generating projects. These discussions will be conducted for feedback/input prior to the workshop session. This will be the most efficient and effective manner in seeking a shared understanding of the needs and conditions leading into the Workshop session. BC proposes a small group setting (e.g., four to six participants) for the workshop session. The SWDC members that attend the workshop session can then share information with the rest of the SWDC and public at its

next regularly scheduled meeting for a broader discussion and identification of next steps.

Scope of Work

Each of the tasks identified below outlines the anticipated efforts and deliverables associated with meeting the goals discussed above.

Task 1 – Questionnaire Preparation

BC will prepare a one-page written questionnaire to provide to the SWDC members.

- The questionnaire will be designed to gather data from surrounding industries, commercial businesses, and other institutions on existing waste materials, infrastructure, sustainability initiatives, energy types, and consumption.
- The questionnaire will also elicit potential interest, identify potential needs, and develop a dialogue with/for potential partnering opportunities. Potential revenue generating opportunities can be explored and could include landfill gas reuse and associated green-tags, waste characterization or diversion or recycling, solid waste processing, and beneficial use of waste materials.
- A draft Questionnaire will be provided to SWDC for review and comment.
- BC will finalize the Questionnaire and transmit an electronic copy to the SWDC for their use and distribution.

This proposal does not include additional meetings, evaluations or feasibility of revenue from waste, reuse options, energy development or other potential alternatives from waste. Additional meetings, evaluations or feasibility analyses can be provided by BC as additional services under a separate contract.

Task 2 – Workshop Coordination and Attendance

BC will coordinate and lead a four-hour workshop to be held in Loudon County at a location provided by the SWDC. The workshop will be attended by Gil Haines and Kurt Sichelstiel from BC. Travel costs will be included in this task. The tentative agenda for the Workshop is as follows:

- Review overall goals and ground rules for the Workshop with attendees
- Discuss responses to the questionnaire (these shall be summarized by the SWDC prior to the meeting)
- Discuss, at a conceptual level, elements of:
 - Possible Value from the Facility's Solid Waste
 - General Waste Stream Data and Composition
 - Financial Benefits from Possible Alternatives
 - Waste Material Market Possibilities
 - Likely Waste Handling Infrastructure Needs and Constraints
- Revenue Strategies for Reuse and/or Energy Development
- Potential Funding Mechanisms
- Next Steps

BC will prepare a brief bulleted outline during the meeting summarizing the meeting results and action items.

Schedule

The proposed activities session will last a half day and will be conducted during the day on a weekday mutually agreed upon by the SWDC and BC representatives targeted to attend. At this time, we are assuming that the workshop will be held in either late August or September 2013 with no overnight travel.

Project Team and Management

The workshop will be attended by Kurt Sichelstiel, P.G. and Gil Haines, P.E., BCEE. Mr. Steve Batiste, P.E., will serve as the Project Manager and as a technical resource. Mr. Kurt Sichelstiel, P.G. and Mr. Batiste have been assisting the SWDC on various assignments over the last few years.

Proposed Fee Estimate

BC proposes to complete the Scope of Work described in this proposal on a lump sum basis for \$5,000. Work will be performed in accordance with our Standard Terms and Conditions (attached). BC will not exceed authorized task budgets without prior written approval from the SWDC.

We trust that this proposal is responsive to your needs. As stated previously, if you have any questions, or wish to discuss this proposal further, please do not hesitate to call. We look forward to working with you on this project.

Very truly yours,

Brown and Caldwell,


Kurt D. Sichelstiel, P.G.
Vice President


Dale R. Showers, P.E.
Vice President

SAB:tnb/aha

cc: Stephen A. Batiste, Brown and Caldwell

Attachment (1)
Attachment A: Terms and Conditions

Limitations:

The information contained in this proposal is proprietary and contains confidential information that is of significant economic value to Brown and Caldwell. It is intended to be used only for evaluation of our qualifications to provide services. It should not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. Further, Client is cautioned that electronic files may be compromised by media degradation, file corruption, incompatibilities, operator inexperience and file modification. We cannot be responsible for any alteration of these files, or for any use not contemplated by this proposal.

The undersigned authorizes Brown and Caldwell to conduct the proposed scope of work as presented in this proposal.

Kennerly, Montgomery & Finley, P.C.

Signature _____

Printed Name _____

Title _____

Date _____

Attachment A: Terms and Conditions

Brown and Caldwell/Client Standard Terms and Conditions

I. Scope

Brown and Caldwell (BC) agrees to perform the services described in the scope of work attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of BC shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. Compensation

Client agrees to pay for the services in Article I in accordance with the compensation provisions in the proposal. Payment to BC will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, BC's standard billing rates shall apply. In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, Consultant shall have the right to suspend work per Article XIV, Suspension of Work.

III. Responsibility

Standard of Care. BC is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. BC shall perform the services in accordance with generally accepted engineering practices and standards in effect when the services are rendered. BC does not expressly or impliedly warrant or guarantee its services.

In performing construction management services, BC shall act as agent of Client. BC's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

The presence of BC's personnel at a construction site, whether as on-site representative, resident engineer or construction manager, shall be for the sole purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents and does not constitute any form of guarantee or assurance with respect to contractor's performance. BC shall have no responsibility for the contractor's means, methods, techniques, sequences, for safety precautions and programs incident to the contractor's work, or for any failure of contractor to comply with laws and regulations applicable to performing its work.

Reliance upon information provided by others. If BC's performance of services hereunder requires BC to rely on information provided by other parties (excepting BC's subcontractors), BC shall not independently verify the validity,

completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

IV. Indemnification

BC agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of BC, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall BC be responsible or liable to Client for any incidental, consequential, or other indirect damages.

V. Insurance

BC shall maintain during the life of the Agreement the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory worker's compensation and employers' liability insurance as required by state law.
4. Professional liability insurance with limits of not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

VI. Subcontracts

BC shall be entitled, to the extent determined to be appropriate by BC, to subcontract any portion of the Work to be performed under this Agreement.

VII. Assignment

If the authorized scope of work includes construction activities or the oversight of construction, BC may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

If the authorized scope of work requires professional services to be performed in a jurisdiction in which BC renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, BC may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such services to such locally registered engineering affiliate.

VIII. Integration

These terms and conditions and the proposal to which they are attached represent the entire understanding of Client and BC as to those matters contained herein. No prior oral or written

Brown and Caldwell/Client Standard Terms and Conditions (continued)

understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any client authorization or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are hereby superseded and shall be of no force and effect.

IX. Choice of Law/Jurisdiction

This Agreement shall be administered and interpreted under the laws of the state in which the BC office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

X. Severability

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XI. Force Majeure

BC shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of BC. BC will take reasonable steps to mitigate the impact of any force majeure.

XII. No Benefit for Third Parties

The services to be performed by BC hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on BC's performance of its services hereunder.

XIII. Work Product

BC and Client recognize that BC's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify BC against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XIV. Suspension Of Work

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to BC, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. BC shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. If suspension is greater than 30 days, then BC shall have the right to terminate this Agreement in accordance with Article XV, Termination of Work.
2. **By BC.** By written notice to Client, BC may suspend the Work if BC reasonably determines that working conditions at the Site (outside BC's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely

payment in accordance with Article II, Compensation, or for other circumstances not caused by BC that are interfering with the normal progress of the Work. BC's suspension of Work hereunder shall be without prejudice to any other remedy of BC at law or equity.

XV. Termination of Work

This Agreement may be terminated as follows:

1. **By Client** (a) for its convenience on 30 days' notice to BC, or (b) for cause, if BC materially breaches this Agreement through no fault of Client and BC neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to BC.
2. **By BC** (a) for cause, if Client materially breaches this Agreement through no fault of BC and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after BC has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or BC in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, BC shall perform such additional work as is reasonably necessary for the orderly closing of the Work. BC shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work. Except for termination of BC by Client for cause, BC shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

XVI. Notices

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the BC Project Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal.

LOUDON COUNTY COMMUNICATIONS
500 JOHN PARRIS DRIVE LOUDON , TN 37774

Call Taker **JHUTTON-308** CFS Report
 CFS # - 2007326629

Call When 03/23/2010 18:47:24 Create When 03/23/2010 18:47:24 Close When 03/23/2010 20:41:00 Disposition REPORT TAKEN

Address 1 MATLOCK BEND RD, LOUDON Zip County
 Landmark ESN Map Grid Primary LCSD

Address 1 MATLOCK BEND RD
 Caller Name JERRY HUGHES Caller Phone How Received

Cross Street High Cross Street Low InProgress
 From-To Directions Priority NON EMERGENCY
 EMS Fire Law
 Law Tract Area District B BELOW Grid Work Area
 EMS Dispatch Level Fire Dispatch Level Law Dispatch Level
 Call Disciplines L, Assigned Disciplines L, Assigned Disciplines NP L,

Department	OCA Number	Unit	Note	Department	OCA Number	Unit	Note
LCSD	2010-03-1291						

Disposition	Assigned When	User
REPORT TAKEN	03/23/2010 20:41	JHUTTON

Call Type	Assigned When	User	InActive
ANIMAL CALL	03/23/2010 18:48	JHUTTON	<input type="checkbox"/>

Unit.	Department	When	Status Notes	User
923	LCSD	03/23/2010 19:25:10	ENROUTE	JHUTTON
923	LCSD	03/23/2010 19:39:01	CLEAR	JHUTTON
923	LCSD	03/23/2010 19:44:39	ON SCENE	JHUTTON
923	LCSD	03/23/2010 19:54:26	RADIO CHECK	JHUTTON
923	LCSD	03/23/2010 20:33:09	CLEAR	JHUTTON
LCSD	LCSD	03/23/2010 18:52:19	DISPATCHED	JHUTTON
LCSD	LCSD	03/23/2010 18:52:39	CLEAR	JHUTTON
LCSD	LCSD	03/23/2010 18:56:38	DISPATCHED	JHUTTON
LCSD	LCSD	03/23/2010 19:12:36	CLEAR	JHUTTON

Address: 1 MATLOCK BEND RD, LOUDON User: JHUTTON
 XCoor (Longitude): YCoor (Latitude): When: 03/23/2010 18:49:31

Call Taker
JHUTTON-308

CFS Report
CFS # - 2007326629

Statement: JUST OFF 72 ON MATLOCK BEND / ON THE LOWER END / TURN RIGHT IN FRONT OF THE BARN / CP ADVISED HE HAD A BUNCH OF DEAD COWS / TRUCK WITH GOOSENECK OUT FRONT

03/23/2010 20:40:32
3/23/2010 19:56:15 JHUTTON
NO NEED FOR STATUS PER 923 / 10-6 ON REPORT

3/23/2010 20:40:32 JHUTTON
923 ADVISED PICTURES WERE TAKEN OF THE DEAD CATTLE. A WATER SAMPLE WAS TAKEN OF THE CREEK. 921 WAS NOTIFIED OF THIS TRAFFIC.

CASE #: 2010-03-1291
REPORT DATE: 03, 23, 2010

LOUDON COUNTY SHERIFF'S
OFFICE
INCIDENT REPORT

REPORT TYPE: INITIAL SUPPLEMENT
REPORTING OFFICER: SGT ADAM STOKLEY
ORI-TN0530000

A
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LOCATION OF INCIDENT HOUSE #: STREET: MATLOCK BEND RD AND HWY 72
CITY, STATE, ZIP: LOUDON, TN, 37774

DATE(S) ON: 03/23/10 FROM: / / TO: / /
TIME(S) AT: 1852 FROM: TO:

LOCATION OF OFFENSE: (Check Only One)
01 AIR/BUS/TRAIN TERMINAL 09 DRUG STORE/DR'S OFFICE/HOSPITAL 17 LIQUOR STORE
02 BANK/SAVINGS AND LOAN 10 FIELD/WOODS 18 PARKING LOT/GARAGE
03 BAR/NIGHT CLUB 11 GOVERNMENT/PUBLIC BUILDINGS 19 RENTAL/STORAGE FACILITY
04 CHURCH/SYNAGOGUE 12 GROCERY/SUPERMARKET 20 RESIDENCE/HOME
05 COMMERCIAL/OFFICE BUILDING 13 HIGHWAY/ROAD/ALLEY 21 RESTAURANT
06 CONSTRUCTION SITE 14 HOTEL/MOTEL ETC. 22 SCHOOL/COLLEGE
07 CONVENIENCE STORE 15 JAIL/PRISON 23 SERVICE/GAS STATION
08 DEPARTMENT/DISCOUNT STORE 16 LAKE/WATERWAY 24 SPECIALTY STORE (TV FUR ETC)
25 OTHER/UNKNOWN
Y N HOME INVASION

DESCRIPTION OF OFFENSE:
1 OFFICER INVESTIGATION
2 CATTLE, POSS. POISONED.

(For Burglary Only)
NUMBER OF PREMISES ENTERED: N/A
METHOD OF ENTRY:
F FORCIBLE N NO FORCE

OFFENSE STATUS: (Check one Per Offense)
1. A ATTEMPTED C COMPLETED
2. A ATTEMPTED C COMPLETED
3. A ATTEMPTED C COMPLETED

OFFENDER(S) USED:
(Check As Many as Applies)
A ALCOHOL
C COMPUTER EQUIP.
D DRUGS
N NOT APPLICABLE

BIAS MOTIVATION: (Check one for Offense #1)
RACIAL
11 ANTI-WHITE
12 ANTI-BLACK
13 ANTI-AMERICAN INDIAN/
ALASKAN NATIVE
14 ANTI-ASIAN/PACIFIC ISLANDER
15 ANTI-MULTI-RACIAL GROUP
ETHNICITY/NATIONAL ORIGIN
31 ANTI-ARAB
32 ANTI-HISPANIC
33 ANTI-OTHER ETHNICITY
38 NO BIAS
99 UNKNOWN
RELIGIOUS
21 ANTI-JEWISH
22 ANTI-CATHOLIC
23 ANTI-PROTESTANT
24 ANTI-ISLAMIC (MOSLEM)
25 ANTI-OTHER RELIGION
26 ANTI-MULTI-RELIGIOUS GROUP
27 ANTI-ATHEISM/MAGNOSTICISM
SEXUAL
41 ANTI-HOMOSEXUAL (GAY)
42 ANTI-FEMALE HOMOSEXUAL (LESBIAN)
43 ANTI-HOMOSEXUAL (GAYS AND LESBIANS)
44 ANTI-HETEROSEXUAL
45 ANTI-BISEXUAL

TYPE OF CRIMINAL ACTIVITY (Check Up To Three)
B BUYING/RECEIVING
C CULTIVATING/MANUFACTURING/PUBLISHING
D DISTRIBUTING/SELLING
E EXPLOITING CHILDREN
O OPERATING/PROMOTION/ASSISTING
P POSSESSING/CONCEALING
T TRANSPORTING/TRANSMITTING/IMPORTING
U USING/CONSUMING
TN: GANG INFO:
T = TRADITIONAL PRISON GANG O = OTHER PRISON GANG
S = STREET GANG R = ROBBERY GANG B = BURGLARY
D = DRUG GANG M = MISC. GANG ENTER TYPE
1ST GANG NAME:
2ND GANG NAME:

TYPE WEAPON/FORCE INVOLVED:
(Check Up To Three)
(Enter A In Box If Automatic)
11 FIREARM (Type Not Stated) 15 OTHER FIREARM 40 PERSONAL WEAPON 70 NARCOTICS/DRUGS 99 NONE
12 HANDGUN 20 KNIFE/CUTTING INSTRUMENT 50 POISON 85 ASPHYXIATION
13 RIFLE 30 BLUNT OBJECT 60 EXPLOSIVES 90 OTHER
14 SHOTGUN 35 MOTOR VEHICLE 65 FIRE/INCENDIARY 95 UNKNOWN

NAME REASON CODES:
VIND VICTIM IS INDIVIDUAL
VCOM VICTIM IS DOMESTIC
VPOL VICTIM IS POLICE
VGOV VICTIM IS GOV. ORG.
VBUS VICTIM IS BUSINESS
VFIN VICTIM IS FINANCIAL ORG.
VREL VICTIM IS RELIGIOUS ORG.
VUNK VICTIM IS UNKNOWN
INDV VICTIM IS INDIVIDUAL
INJ INJURED PERSON

WAS THE VICTIM A COLLEGE STUDENT Y N
DID THE OFFENSE HAPPEN ON CAMPUS Y N
STUDENT CLASSIFICATION STUDENT FACULTY GUARD OTHER
DOMESTIC VIOLENCE:
WAS THE VICTIM TRANSPORTED TO A SAFE LOCATION Y N
WAS THERE A VIOLATION OF ORDER OF PROTECTION Y N

SOCIAL SECURITY # NAME: (L, F, MI) HUGHES, JERRY E.

HOUSE # 7931 STREET ADDRESS: DEV VALLEY ROAD CITY: LOUDON STATE: TN ZIP: 37774

RESIDENT STATUS: R RESIDENT N NONRESIDENT P PART-TIME U UNKNOWN
HOME #: (965) WORK #:
ETHNICITY: H HISPANIC N NON-HISPANIC U UNKNOWN
DOB: 03.04.40 SEX: M F U
RACE: W WHITE B BLACK I INDIAN A ASIAN U UNKNOWN
HGT: 602 WGT: 215 EYES: HAZ HAIR: WHITE
DL # 04124576 STATE: TN

OCCUPATION: RETIRED EMPLOYED BY: FARMER EMP. ADDRESS:

SCHOOL: HANDICAP: AFFILIATION:

BIRTHPLACE: COMMENT:

REPORTED BY: VICTIM OFFENDER CHILDREN PRESENT YES NO
REFERRALS: LEGAL SHELTER MEDICAL COUNSELING FINANCIAL ASST OTHER

INJURY TYPE: (Check Up To Five) N NONE I POSS. INT. INJURIES M MINOR INJURY T LOSS OF TEETH
B BROKEN BONES L SEVERE LACERATION O MAJOR INJURY U UNCONSCIOUS
SIGNATURE: VICTIM CONNECTED TO OFFENSE(S) ABOVE: 1 2 3 4 5 6

V
I
C
T
I
M

VEHICLE

VEHICLE:	TYPE:	LICENSE #:	YEAR:	STATE:	VIN #:
CLASS/TYPE:		VEH. YEAR:	TOP COLOR:		BOTTOM COLOR:
MAKE/BRAND:		MODEL:	BODY STYLE:		
DESCRIPTION:					
STOLEN VALUE:		STOLEN MM/DD/YY:	RECOVERED VALUE:		RECD. MM/DD/YY:
NIC#:		TOWED TO:			

DRUG

DRUG	SERIAL #:	CLASSIFICATION:		BRAND:
DESCRIPTION:		SUSPECTED DRUG TYPE:		ESTIMATED QUANTITY:
FRACTION:	TYPE DRUG MEASURE:	MARJ. FIELD/GARDEN: <input type="checkbox"/> Y <input type="checkbox"/> N	# OF F. OR G:	# OF LABS SEIZED:

TYPE DRUG:		MEASUREMENTS			
A-CRACK COCAINE	G-OPIUM	M-OTHER STIMULANT	WEIGHT:	CAPACITY:	UNITS:
B-COCAINE (OTHER)	H-OTHER NARCOTIC	N-BARBITUATES	GM-GRAM	ML-MILLILITER	DU-DOSAGE UNIT
C-HALLUC	I-LSD	O-OTHER DEPRESSANTS	KG-KILOGRAM	LT-LITER	NP-NUMBER OF PLANTS
D-HEROIN	J-PCP	P-OTHER DRUGS	OZ-OUNCE	FO-FLUID OUNCE	XX-NOT REPORTED
E-MARIJUANA	K-OTHER HALLUC.	U-UNKNOWN TYPE	LB-POUND	GL-GALLON	
F-MORPHINE	L-ALDOMET/METAM.	X-OVER THREE (3)			

ON 03/23/2010 @ APPROX 1852 HOURS, I (Sgt Yorkley) WAS DISPATCHED TO A FIELD NEAR THE INTERSECTION OF HWY 72 AND MATLOCK BEND ROAD. WHEN I ARRIVED ON SCENE I SPOKE TO JERRY HUGHES, MR HUGHES STATED THAT OVER LAST FEW DAYS HE HAD LOST TWO COWS THAT HAD POSSIBLY BEEN POSITIONED, AND A THIRD COW THAT POSSIBLY MIGHT DIE. MR HUGHES SHOWED ME TWO OF HIS COWS THAT HAD DIED. THAT WERE IN THE BARN. ALSO NEAR THE BARN WAS A DEAD CAUSSOM. MR HUGHES STATED THAT HE HAD APPROX 20 HEAD OF CATTLE THAT HAD DIED. MR HUGHES ALSO HAD ANOTHER COW THAT IS SICK. ALL THE CATTLE HAVE BEEN DRINKING FROM A WATER SOURCE ON THE PROPERTY. WHEN I WENT TO THE WATER SOURCE IT HAD A STRONG ODOR (POSSIBLE SEWAGE) TO THE WATER. I TOOK PICTURES OF THE DEAD ANIMALS AND OF THE WATER SOURCE, ALSO TAKEN FROM PROPERTY WAS A SAMPLE OF THE WATER. LT. UPTON WAS ADVISED OF THE CASE. THIS DID OCCUR IN LONDON COUNTY END OF REPORT. SGT Yorkley

Valleive

CASE ASSIGNED DATE:	3 124110	ASSIGNED TO:	920	BY:	920	CASE STATUS:	CASE DESCRIPTION:
DATE CASE CLOSED:	1 1	DISPOSITION MM/YY:	1	APPROVING SUPERVISOR:	[Signature]		

NATIONAL RESPONSE CENTER 1-800-424-8802

*** For Public Use ***

Information released to a third party shall comply with any applicable federal and/or state Freedom of Information and Privacy Laws

Incident Report # 935782

INCIDENT DESCRIPTION

*Report taken at 09:11 on 01-APR-10

Incident Type: FIXED

Incident Cause: UNKNOWN

Affected Area:

The incident was discovered on 23-MAR-10 at 18:52 local time.

Affected Medium: AIR ATMOSPHERE (SEWAGE ODOR)

SUSPECTED RESPONSIBLE PARTY

Organization: SANTEK LAND FILL SOLUTIONS
CLEVELAND, TN 37311

Type of Organization: PRIVATE ENTERPRISE

INCIDENT LOCATION

LAT:35N 44' 40" County: LOUDON

LONG: 84W 25' 39"

State: TN

Latitude: 35° 44' 40" N

Longitude: 084° 25' 39" W

HWY 72 & MATLOCK BEND RD.

RELEASED MATERIAL(S)

CHRIS Code: NCC Official Material Name: NO CHRIS CODE

Also Known As: SEWAGE (HOUSEHOLD WASTE)

Qty Released: 0 UNKNOWN AMOUNT

Qty in Water: 0 UNKNOWN AMOUNT

DESCRIPTION OF INCIDENT

CALLER STATES THERE IS A SEWAGE ODOR COMING FROM AN UNKNOWN SOURCE NEARBY THE WATER AND IT'S CAUSING THE ANIMALS IN THE AREA TO DIE. CALLER HAS TAKEN SAMPLES OF THE WATER FROM A DRAIN THAT GOES INTO A CULVERT THAT GOES INTO A RIVER. CALLER SUSPECTS THE RESPONSIBLE PARTY HAS A LANDFILL THAT ADJOINS THE PROPERTY AND IS RESPONSIBLE FOR THE SEWAGE.

INCIDENT DETAILS

Package: NO

Building ID:

Type of Fixed Object: OTHER

Power Generating Facility: NO

Generating Capacity:

Type of Fuel:

NPDES:

NPDES Compliance: UNKNOWN

DAMAGES

Fire Involved: NO Fire Extinguished: UNKNOWN

INJURIES: NO

Hospitalized:

Empl/Crew:

Passenger:

FATALITIES: NO

Empl/Crew:

Passenger:

Occupant:

EVACUATIONS: NO

Who Evacuated:

Radius/Area:

Damages: NO

<u>Closure Type</u>	<u>Description of Closure</u>	<u>Length of Closure</u>	<u>Direction of Closure</u>
---------------------	-------------------------------	--------------------------	-----------------------------

Air: N
Road: N
Waterway: N
Track: N

Major
Artery: N

Passengers Transferred: NO
Environmental Impact: YES/OTHER
Media Interest: NONE Community Impact due to Material:

REMEDIAL ACTIONS

CALLER STATES WATER SAMPLES WERE TAKEN, AN INVESTIGATION IS UNDERWAY AND THEY LOCATED
7 DEAD COWS AND 1 DEAD POSSUM.
Release Secured: UNKNOWN
Release Rate:
Estimated Release Duration:

WEATHER

Weather: CLEAR, 43°F

ADDITIONAL AGENCIES NOTIFIED

Federal: NONE
State/Local: SHERIFF DEPT., DOA
State/Local On Scene: SHERIFF DEPT., DOA
State Agency Number: 2010031291

NOTIFICATIONS BY NRC

CHEM SAFETY AND HAZARD INVEST BOARD (CSB AUTOMATIC NOTIFICATIONS)
01-APR-10 09:28
DHS SOUTH CAROLINA FUSION CENTER (LE SENSITIVE ADVISORS & LIASON PROGRAM)
01-APR-10 09:28
DOT CRISIS MANAGEMENT CENTER (MAIN OFFICE)
01-APR-10 09:28
U.S. EPA IV (MAIN OFFICE)
01-APR-10 09:31
MEMPHIS POLICE DEPT (COMMAND CENTER)
01-APR-10 09:28
NATIONAL INFRASTRUCTURE COORD CTR (MAIN OFFICE)
01-APR-10 09:28
NOAA RPTS FOR TN (MAIN OFFICE)
01-APR-10 09:28
SECTOR OHIO VALLEY (COMMAND CENTER)
01-APR-10 09:28
SECTOR OHIO VALLEY (MSD NASHVILLE)
01-APR-10 09:28
TN EMERGENCY RESPONSE (MAIN OFFICE)
01-APR-10 09:28
STEVE SPURLIN EPAIV (STEVE SPURLIN EPAIV)
01-APR-10 09:28
TN DEPT OF HEALTH, ENVMT, EPDMLGY (ENVIRONMENTAL EPIDEMIOLOGY PRGM)
01-APR-10 09:28

ADDITIONAL INFORMATION

CALLER HAD NO ADDITIONAL COMMENTS.

*** END INCIDENT REPORT # 935782 ***



Master Incident Form

Event: **Incident 407** | **Hazmat General**

Event Information

Status: **Report** | County: Loudon | Date: 04/01/2010 | Time: 08:59:39

Initial Ops Officer: Evans | Last Updated by:

This is an ACTUAL Event | State Assistance Requested? No | TEMA Response? No | Emergency Traffic Authorized?

TEMA Hq Vehicles Responding: , , ,

TEMA Regional Vehicles Responding: , , ,

Other Reports Received/Filed?

Reporting Party

Name: Nichaulus Threatt | Reporting Organization: Private Citizen

Phone: Unknown | Name of Company: | Alt Phone:

Address: Unknown | Does the Caller Represent the Responsible Party? No

Responsible Party

Name of Company: Santek Land Fill Solutions (suspected) | Responsible Organization: Private Industry

Address: 650 26th 25th St. N.W. Suite 100 | POC:

Cleveland, TN 37311 | Phone: | Alt Phone:

Incident Description

Incident Date: 3/23/2010 | Incident Time: 18:52 CST | Occurred/Discovered/Planned: Occurred

Incident Description: Sewage odor in field. 7 dead cows/ 1 opossum on site.

Incident Location

Address: Hwy & Mallock

Terrain Type: | Lat: 35N 44 40' N | Long: 084 25 39' W

Road Incident Details

Road Number: | Estimated Opening Time: | Reason for Closure:

State Route: 1137 | Overall Damage:

Report Information:

Vehicle Details

Vehicle Type:	Hazardous Material Carrier?	DOT Number:
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Other Vehicles Involved:

Facility Details

Facility Type/ID:

Tank Details

Tank Description:	Tank ID:
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Regulated Tank?	Type Tank:
-----------------	------------

Who Regulates Tank?

Pipeline Details

Pipeline Type:	Pipeline Location/Type:
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DOT Regulated?

Additional Pipeline Info:

Missing Aircraft/AFRCC Mission Information

AFRCC Mission Number:	Time ELT Acquired; ZULU Hrs	How ELT Acquired:	ELT Frequency:
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AFRCC POB:

Nearest Airport:

Departure Point/Airport:	Destination Airport:
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Route of Flight:

Number of Passengers on Board:

Other Related Mission Information:

Aircraft Description

Aircraft Type:	Military:	Civilian:	Number of Engines:
----------------	-----------	-----------	--------------------

Aircraft Owner:

Aircraft Tail Number:	Aircraft Markings/Color:
-----------------------	--------------------------

Missing Person Information

Victim 1		Victim 2	
----------	--	----------	--

Name:	Sex: Male Female	Name:	Sex: Male Female
Age:		Age:	

Last Seen Wearing:	Last Seen Wearing:
--------------------	--------------------

Medical Condition:	Medical Condition:
--------------------	--------------------

Additional Info:	Additional Info:
------------------	------------------

Vessel/Boat Details

Boat Type:	Boat Owner:
------------	-------------

Boat Number:	Boat Color/Markings:
--------------	----------------------

Additional Boat Information:

Railroad Derailment Details

Railroad Name:	Subdivision:
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Shelters Open? | Number of Shelters Open:

Shelter Location(s):

Time Evacuation Complete:

Return Time:

Remedial Action

Is Release Contained? | Method of Containment:

Remedial Action Completed? | By Who:

Was a Cleanup Company Used? | Company Name:

POC for Cleanup Company: | Phone Number:

Company Address: | Additional Actions/Info:

Current Weather Conditions

Current Conditions Today: Sunny, with a high near 83. Calm wind becoming south around 6 mph.

Weather Forecast

Forecast:

Response Information

Are Other State Agencies Responding? No

State/Local Agencies on Scene: | What State Agencies Responded?

Notifications

POSITION/AGENCY	INDIVIDUAL CONTACTED	TIME CONTACTED	METHOD
SOC	Koebler	0845	E-Mail
LEMA	Gordon	0850	Cell
ROC	Ellis	0857	Cell
ESC	Agriculture/ Sanford	0913	Cell

Follow Up Information

04/01/2010
Today: Sunny, with a high near 83. Calm wind becoming south around 5 mph.

0830 Received fax from NRC regarding report # 935782, that stated a private citizen filed a report on 3/23/2010 with Loudon Co. Sheriffs Dept / Jason Smith [redacted] stating there was a smell of sewage in his field. There were 7 cows and 1 opossum reported dead at that time in the same field. Loudon Co. LEMA/ Gordon reported that he, the Loudon Sheriffs Dept., Tenn. Dept of Agriculture, Univ. of Tenn Agriculture Extension, and Loudon Co. Animal Control all responded to the scene. A Necropsy sample was taken. One cow was found to be infested with internal parasites. LEMA/ Gordon stated that he is awaiting the final results of the sample.

0845 SOC/ Koebler notified by email.

0850 LEMA/ Gordon notified by cell phone; requested Ops fax him a copy of NRC report #935782.

0857 ROC/ Ellis notified by cell phone.

0910 ESC 16/ Sanford notified by cell phone; requested Ops fax him a copy of NRC report #935782.

08:59:39 on 4/1/2010 by Mark Evans

11:06:06 on 4/1/2010 by Miranda Deavers

1406- Contacted LEMA/Harless for follow up. EMA is waiting on Necropsy report from UT. Test results not expected back for another week or so.

1408- This incident is closed.

14:07:29 on 4/5/2010 by Justin Gibbs

(21-24-75) UNNAMED BOVINE
HUGHES, JERRY
7931 DRY VALLEY ROAD
LOUDON, TN 37774
BOVINE / MIXED BREED BOVINE BEEF
M DEC 2009 BLK/WHT

Date Died: Mar 24, 2010
Pathologist: KIM M NEWKIRK
Resident: CARA PILLITTERI

Necropsy Date: MAR 25, 2010@10:08
Clinician: FRED M HOPKINS
Accession: NE 10 300

CLINICAL HISTORY

Found down in field 4 days ago. Put in barn gave 12 cc IA200. Drank approximately 12 gallon water each day. Refused feed, nibbled on hay. Observed 2 bottle jaw calves in herd. Owner suspects contaminated water source. Most dead animals are under 2 years. Hay quality is poor- no pasture.

GROSS DESCRIPTION

A young castrated male black beef calf with a white face, reported to be between 4 and 6 months old, in poor postmortem condition, and weighing 83.5kg is presented for necropsy 22 hours after having been found dead. Abundant 1mm tan and black bodied, orange headed lice on the head are too numerous to count.

The subcutis along the ventral neck, cranioventral thorax, and right rear leg is diffusely gelatinous. Multiple, variably sized red foci are scattered throughout the skeletal musculature.

The thorax contains 200mL of dark red, nonviscous, slightly turbid fluid. The pericardium contains 180mL of dark red, nonviscous, slightly turbid fluid. The heart weighs 380g (0.45% of body weight; normal is 0.37%). The mitral valve is expanded by multifocal 5x5x3mm to 20x10x5mm smooth, raised, soft white nodules. The ventral 8cm of all lung lobes are mottled gray-green. All lung lobes float in formalin.

The peritoneal cavity contains 1200mL of orange-brown, nonviscous, turbid fluid. The liver weighs 940kg (1.1% of body weight; normal is 1.1%). Rumen contents were dry. The abomasal mucosa contains multiple 1x1x1mm to 3x1x1mm slightly raised, firm, white nodules. Several 1cm by 1mm white and black nematodes are scattered throughout the distal ileum, cecum, spiral colon, and descending colon.

The lateral ventricles of the brain are mildly dilated, measuring 4x3x2cm. The bone marrow is centrally yellow and gelatinous.

GROSS PRELIMINARY DIAGNOSIS

Autolysis
Pediculosis
Moderate multifocal subcutaneous edema
Mild acute multifocal muscular hemorrhage
Moderate serosanguineous pleural effusion
Marked serosanguineous pericardial effusion
Moderate multifocal mitral valvular angiectasis
Marked serosanguineous peritoneal effusion
Mild chronic multifocal abomasal glandular hyperplasia

:kmm

(See next page)
Date: APR 23, 2010

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Dehydration
Nematodiasis
Mild hydrocephalus
Bone Marrow: Moderate serous atrophy of fat

MICROSCOPIC DESCRIPTION

Slide 1:

Heart (Left Ventricle): There is moderate autolysis with postmortem bacterial overgrowth. Multiple 50x50µm to 300x100µm oval intracellular protozoal schizonts with a thin hyalinized wall contain abundant, densely packed, crescent shaped, basophilic bradyzoites.

Slide 2:

Heart (Interventricular Septum): There is moderate autolysis with postmortem bacterial overgrowth. Multiple 50x50µm to 300x100µm oval intracellular protozoal schizonts with a thin hyalinized wall contain abundant, densely packed, crescent shaped, basophilic bradyzoites.

Heart (Right Ventricle): There is moderate autolysis with postmortem bacterial overgrowth. Multiple 50x50µm to 300x100µm oval intracellular protozoal schizonts with a thin hyalinized wall contain abundant, densely packed, crescent shaped, basophilic bradyzoites.

Slide 3:

Lung: There is moderate autolysis with postmortem bacterial overgrowth. There is multifocal atelectasis. A few alveoli contain foamy macrophages, sloughed epithelial cells, or cellular and karyorrhectic debris. Rare alveolar septa are ruptured, with fusion of the alveolar spaces (emphysema).

Slide 4:

Liver: There is marked autolysis with postmortem bacterial overgrowth.

Slides 5 and 6:

Kidneys: There is mild autolysis with postmortem bacterial overgrowth.

Slide 7:

:kmn

(See next page)
Date: APR 23, 2010

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Rumen: There is mild autolysis with postmortem bacterial overgrowth and artifactual detachment of the mucosa. There are multifocal intracorneal pustules with varying numbers of associated bacteria.

Reticulum: There is mild autolysis with postmortem bacterial overgrowth and artifactual detachment of the mucosa. There are multifocal intracorneal pustules with varying numbers of associated bacteria.

Omasum: There is marked autolysis with postmortem bacterial overgrowth. Uninterpretable.

Duodenum: There is marked autolysis with postmortem bacterial overgrowth. The mucosal surface is uninterpretable. There is saponification of mesenteric fat.

Slide 8:

Jejunum: There is marked autolysis with postmortem bacterial overgrowth. Uninterpretable.

Cecum: There is marked autolysis with postmortem bacterial overgrowth. Uninterpretable.

Slide 9:

Ileum: There is marked autolysis with postmortem bacterial overgrowth. Uninterpretable.

Colon: There is marked autolysis with postmortem bacterial overgrowth. Uninterpretable.

Slide 10:

Brain (Cerebral Cortex): There is mild autolysis with postmortem bacterial overgrowth. There is regionally extensive vacuolation of the white matter tracts overlying the ventricle. Multifocally there are small perivascular cuffs of cells (presumed lymphocytes) in the white matter.

MICROSCOPIC DIAGNOSIS

Multifocal mild suppurative rumenitis and reticulitis
Mild lymphocytic leukoencephalitis with vacuolation (presumptive)

:kmm

(See next page)
Date: APR 23, 2010

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LABORATORY FINDINGS

Laboratory: The UTCVM Virology laboratory
Sample: Lymph Node
Test: PCR for Bovine Viral Diarrhea Virus
Result: Negative

Laboratory: The UTCVM Parasitology laboratory
Sample: Fecal material
Test: Fecal floatation
Result: Bunostomum eggs, many
Oesophagostomum eggs, many
Eimeria oocysts, many

Laboratory: The UTCVM Parasitology laboratory
Sample: Enteric parasites
Test: Parasite identification
Result: Bunostomum
Oesophagostomum

Laboratory: The UTCVM Parasitology laboratory
Sample: Ectoparasites (skin)
Test: Parasite identification
Result: LINOGNATHUS VITULI (SUCKING LOUSE)
BOVICOLA BOVIS (CHEWING LOUSE)
MESOSTIGMATID MITE (IMMATURE FORM)

FINAL DIAGNOSIS

Parasitism
Rumenitis

COMMENT

The degree of autolysis significantly impairs gross and histologic evaluation of the tissues. The most significant changes in this steer are the parasitism, emaciation, dehydration and rumenitis. Gastrointestinal parasites included Bunostomum phlebotomum (hookworms), Oesophagostomum and Eimeria (coccidia). Ectoparasites included Linognathus vituli (sucking louse) and Bovicola (Demalinea) bovis (biting louse). The rumenitis and reticulitis are likely related to biochemical changes in the rumen that damage the mucosa and alter the rumen flora. No fungi are

:kmm

(See next page)
Date: APR 23, 2010

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apparent in these lesions with special stains (Gomori's Methanamine Silver). Mixed Gram positive and negative bacteria are present on the rumen surface but most are not directly involved in the lesions (likely opportunistic).

The protozoa seen microscopically in the heart sections are consistent with Sarcocystis. Sarcocystis sp are typically nonpathogenic in ruminants, they are a common incidental finding. The hydrocephalus is mild and may not be clinically significant. The white matter vacuolation seen microscopically in the brain could be due to the autolysis. The cause and significance of the presumed mild encephalitis is unclear.

Samples (liver and rumen contents) were saved frozen for possible toxicology. Toxicological analyses for specific compounds are available for an additional cost. It is the responsibility of the submitting veterinarian to request that such testing is performed. If unclaimed, these tissues will be discarded in 60 days.

/es/ Kim Newkirk, DVM, PhD, DACVP
Anatomic Pathologist
Signed APR 23, 2010@16:29:42

:kmm

(End of report)
Date: APR 23, 2010



Tennessee Department of Agriculture

Case File Management



Case File Number 87-53-3/24/2010-417

Date of Incident 03/24/2010 Date Resolved

Investigator Greg Whitehead

County LOUDON

Case Name Jerry Hughes Cattle

Case Incident Animal Health

<input type="checkbox"/> Restitution/Suppression cost
Amount Requested
Amount Awarded

AGENCY <input checked="" type="checkbox"/> Regulatory Service <input type="checkbox"/> Market Development <input type="checkbox"/> Forestry <input type="checkbox"/> Other Law Enforcement <input type="checkbox"/> Homeland Security <input type="checkbox"/> Administration		AGE GROUP <input checked="" type="checkbox"/> Adult <input type="checkbox"/> Juvenile
CASE ACTION <input type="checkbox"/> Arrest <input type="checkbox"/> Misdemeanor <input type="checkbox"/> Citation <input type="checkbox"/> Felony <input type="checkbox"/> Warning <input type="checkbox"/> Resolved		COURT ACTION <input checked="" type="checkbox"/> None <input type="checkbox"/> Convicted <input type="checkbox"/> Dismissed <input type="checkbox"/> Pending <input type="checkbox"/> Other

Court Resolved Date

Court Narrative:

Reported By:

Name John Goddard Phone Number 865-458-5612

Address Loudon County UT Extension Agent

Assailant/Arrestec

Name Jerry Hughes Phone Number Driver License # Social Security Number

Address 7931 Dry Valley Road Loudon, TN 37774

Companion Cases

Narrative

I received a complaint about dead cattle on a farm belong to Jerry Hughes D.O.B.: 03/04/1940. Completed the onsite inspection and did confirm multiple dead animals. (Bovine) One dead B/W face steer was transported to UT animal hospital for a necropsy. I gave Mr. Hughes a verbal warning about the dead animals not being properly disposed of. Re-inspection of farm on March 30 found animals buried, all but one that was in a lower section on a pond. Mr. Hughes said he could not get the dead animal out of the ravine/pond in the mud. I told him when the WX dried up it was still his responsibility to dispose of this animal also. No other dead animals were found on this day. I obtained a copy of the Necropsy on August 9th, 2010 and put in file.

Monthly Operations Report
Matlock Bend Landfill
August 13, 2013
Presented by:
Santek Environmental, Inc.



650 25th Street, N.W., Suite 100
Cleveland, Tennessee 37311
(423) 303-7101

Email: mail@santekenviro.com
Internet: www.santekenviro.com

- I. OPERATIONS**
 - A. Tonnage Report
 - B. Customer Report
 - C. Inspection
 - D. Materials Classification Report
 - E. Tire Report
 - F. Quarterly Waste Origin Report
 - G. Quarterly Surcharge & Inspection Fee Report

- II. REMAINING AIRSPACE UTILIZATION SCHEDULE**

- III. HOST & SECURITY FEES**

**LANDFILL TONNAGE VOLUME
MONTH ENDING -
JULY 2013**

MATLOCK BEND LANDFILL

MONTH	2012		2013		2012 TO 2013
	2012	2013	2012	2013	
JANUARY	21228.22	21183.26			-44.96
FEBRUARY	19725.24	18784.45			-940.79
MARCH	21278.30	21164.32			-113.98
APRIL	18513.04	23808.40			5295.36
MAY	21187.33	24577.63			3390.30
JUNE	19009.85	21643.84			2633.99
JULY	19732.59	21471.10			1738.51
AUGUST					0.00
SEPTEMBER					0.00
OCTOBER					0.00
NOVEMBER					0.00
DECEMBER					0.00
TOTAL	140674.57	152633.00			11,958.43

LOUDON COUNTY

MONTH	2012		2013		2012 TO 2013
	2012	2013	2012	2013	
JANUARY	455.80	453.60			-2.20
FEBRUARY	434.11	384.82			-49.29
MARCH	500.25	436.97			-63.28
APRIL	444.00	479.58			35.58
MAY	476.95	474.49			-2.46
JUNE	463.27	452.76			-10.51
JULY	496.37	513.37			17.00
AUGUST					0.00
SEPTEMBER					0.00
OCTOBER					0.00
NOVEMBER					0.00
DECEMBER					0.00
TOTAL	3270.75	3195.59			-75.16

LENOIR CITY

MONTH	2012		2013		2012 TO 2013
	2012	2013	2012	2013	
JANUARY	284.88	297.14			12.26
FEBRUARY	283.75	261.57			-22.18
MARCH	365.85	270.08			-95.77
APRIL	346.16	355.37			9.21
MAY	340.93	332.94			-7.99
JUNE	320.28	295.24			-25.04
JULY	354.07	369.49			15.42
AUGUST					0.00
SEPTEMBER					0.00
OCTOBER					0.00
NOVEMBER					0.00
DECEMBER					0.00
TOTAL	2295.92	2181.83			(114.09)

**DAILY AVG FOR ANY
RUNNING 30 DAY
PERIOD** **677.61**

CITY OF LOUDON

MONTH	2012		2013		2012 TO 2013
	2012	2013	2012	2013	
JANUARY	360.21	361.29			1.08
FEBRUARY	332.91	303.30			-29.61
MARCH	415.05	348.14			-66.91
APRIL	370.06	427.14			57.08
MAY	385.40	429.42			44.02
JUNE	364.68	367.47			2.79
JULY	404.44	427.04			22.60
AUGUST					0.00
SEPTEMBER					0.00
OCTOBER					0.00
NOVEMBER					0.00
DECEMBER					0.00
TOTAL	2632.75	2663.80			31.05

WASTE SERVICES OF TN

MONTH	2012		2013		2012 TO 2013
	2012	2013	2012	2013	
JANUARY	3697.81	4596.48			898.67
FEBRUARY	3731.86	5069.18			1337.32
MARCH	3915.26	4998.69			1083.43
APRIL	4006.32	5925.28			1918.96
MAY	4785.96	5132.10			346.14
JUNE	4263.01	5270.28			1007.27
JULY	5067.34	5162.47			95.13
AUGUST					0.00
SEPTEMBER					0.00
OCTOBER					0.00
NOVEMBER					0.00
DECEMBER					0.00
TOTAL	29467.56	36154.48			6,686.92

WASTE CONNECTIONS

MONTH	2012		2013		2012 TO 2013
	2012	2013	2012	2013	
JANUARY	0.00	0.00			0.00
FEBRUARY	30.22	0.00			-30.22
MARCH	0.00	0.00			0.00
APRIL	0.00	7.25			7.25
MAY	0.00	10.95			10.95
JUNE	0.00	8.02			8.02
JULY	0.00	5.92			5.92
AUGUST					0.00
SEPTEMBER					0.00
OCTOBER					0.00
NOVEMBER					0.00
DECEMBER					0.00
TOTAL	30.22	32.14			1.92

**LANDFILL TONNAGE VOLUME
MONTH ENDING -
JULY 2013**

KIMBERLY CLARK - PAPER WASTE

MONTH	2012		2013		2012 TO 2013
	2012	2013	2012	2013	
JANUARY	7975.38	6856.77			-1118.61
FEBRUARY	7790.53	5851.74			-1938.79
MARCH	7790.86	7687.65			-103.21
APRIL	6201.17	7018.70			817.53
MAY	7497.63	8293.00			795.37
JUNE	7543.41	7282.70			-260.71
JULY	7927.52	8313.08			385.56
AUGUST					0.00
SEPTEMBER					0.00
OCTOBER					0.00
NOVEMBER					0.00
DECEMBER					0.00
TOTAL	52726.50	51303.64			(1,422.86)

TATE & LYLE - SLUDGE

MONTH	2012		2013		2012 TO 2013
	2012	2013	2012	2013	
JANUARY	1264.44	2186.05			921.61
FEBRUARY	1593.58	2377.30			783.72
MARCH	1693.49	2382.90			689.41
APRIL	1629.64	2766.65			1137.01
MAY	1327.87	1879.97			352.10
JUNE	1447.61	2381.90			934.29
JULY	2192.48	1999.93			-192.55
AUGUST					0.00
SEPTEMBER					0.00
OCTOBER					0.00
NOVEMBER					0.00
DECEMBER					0.00
TOTAL	11349.11	15974.70			4,625.59

PSC METALS INC

MONTH	2012		2013		2012 TO 2013
	2012	2013	2012	2013	
JANUARY	5439.68	5100.02			-339.66
FEBRUARY	3937.54	3992.14			54.60
MARCH	4655.10	3842.74			-812.36
APRIL	3902.33	5550.21			1647.88
MAY	4230.61	5413.60			1182.99
JUNE	2766.11	4102.91			1336.80
JULY	2029.92	2640.75			610.83
AUGUST					0.00
SEPTEMBER					0.00
OCTOBER					0.00
NOVEMBER					0.00
DECEMBER					0.00
TOTAL	26961.29	30642.37			3,681.08

TATE & LYLE - ASH

MONTH	2012		2013		2012 TO 2013
	2012	2013	2012	2013	
JANUARY	958.79	771.87			-186.92
FEBRUARY	470.78	884.91			414.13
MARCH	633.01	943.56			310.55
APRIL	894.70	1235.12			340.42
MAY	1183.70	1205.39			21.69
JUNE	1219.60	1166.92			-52.68
JULY	1090.55	1291.32			200.77
AUGUST					0.00
SEPTEMBER					0.00
OCTOBER					0.00
NOVEMBER					0.00
DECEMBER					0.00
TOTAL	6451.13	7499.09			1,047.96



**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF SOLID WASTE MANAGEMENT
SOLID WASTE DISPOSAL FACILITY EVALUATION**

NAME OF SITE <i>Matlock Bend Loudon County Landfill</i>		REGISTRATION NUMBER <i>SNL 55-0203</i>		DATE <i>7-11-13</i>		
LOCATION (physical) <i>HWY 72 N, Loudon Twp off I-75</i>		PURPOSE <input checked="" type="checkbox"/> Complete <input type="checkbox"/> Follow-up <input type="checkbox"/> Complaint <input type="checkbox"/> Other				
OWNER/OPERATOR <i>Loudon County/Santek</i>		TYPE OF FACILITY: <input checked="" type="checkbox"/> CLASS I <input type="checkbox"/> CLASS II <input type="checkbox"/> CLASS III <input type="checkbox"/> CLASS IV				
		V1	V2		V1	V2
Inadequate vector control	8010	---	---	Leachate improperly managed	8330	---
Access not limited to operating hours	8020	---	---	Inadequate leachate collection system	8340	---
Inadequate artificial or natural barrier	8030	---	---	Leachate observed at the site	8350	---
Inadequate information signs	8040	---	---	Leachate entering runoff	8360	---
Unsatisfactory access road(s)/parking area(s)	8050	---	---	Leachate entering a water course	8370	---
Certified personnel not present during operating hours	8060	---	---	Inadequate gas migration control system	8380	---
Unapproved salvaging of waste	8070	---	---	Inadequate maintenance of gas migration control system	8390	---
Evidence of open burning	8080	---	---	Potential for explosions or uncontrolled fires	8420	---
Inadequate fire protection	8090	---	---	Waste not confined to a manageable area	8430	---
Unsatisfactory litter control	8110	---	---	Improper spreading of waste	8440	---
Inadequate employee facilities	8120	---	---	Improper compacting of waste	8450	---
No communication devices	8130	---	---	Unsatisfactory initial cover	8460	---
Inadequate operating equipment	8140	---	---	Unsatisfactory intermediate cover	8470	---
Unavailability of backup equipment	8150	---	---	Unsatisfactory final cover	8480	---
Unavailability of cover material	8160	---	---	Excessive pooling of water	8490	---
Inadequate maintenance of runon/runoff system(s)	8170	---	---	Unsatisfactory stabilization of cover	8510	---
Inadequate erosion control	8180	---	---	Dumping of waste into water	8520	---
Inadequate dust control	8190	---	---	Unsatisfactory records or reports	8530	---
Unauthorized waste accepted	8210	---	---	Groundwater monitoring system improperly maintained	8540	---
Unapproved special waste accepted	8220	---	---	Operation does not correspond with engineering plans	8570	---
Tires improperly handled	8230	---	---	Operation does not correspond with permit condition(s)	8580	---
Medical waste improperly handled	8240	---	---	Permit, plans, operating manual not available	8590	---
Dead animals improperly handled	8250	---	---	No operating scales	8610	---
Washout of solid waste	8270	---	---			
No permanent benchmark	8280	---	---			
Inadequate random inspection program	8290	---	---			
Mishandling of special waste	8300	---	---			
Buffer zone standard violated	8310	---	---			
Inadequate maintenance of leachate management system	8320	---	---			

COMMENTS: *Reviewed clean out #6 + #7 jetting info - keep original in site files, send in copy to TDEC. One Leachate spot being fixed machine performing. Mixing looks according to SOP. No problems observed today. Mowing of closed area begun - sides NOT safe when wet.*

PERSON INTERVIEWED (Signature) <i>[Signature]</i>	INSPECTED BY (Signature) <i>Paul Phel</i>	
TITLE <i>Site Manager</i>	TITLE <i>EP3</i>	
TIME OF DAY <i>1pm</i>	WEATHER CONDITIONS <i>85°F clear</i>	COMPLIANCE DATE <i>N/A</i>

Distribution: Facility - White Field Office - *Cannoy* Central Office - XC
Rains yesterday

Materials Classification Report
Matlock Bend Landfill
Monthly Tonnage Summary July 2013

Material	Tonnage	2011 Sludge %		2012 Sludge %	
MSW		January	xx	January	6%
		February	xx	February	8%
MSW	<u>6,732</u>	March	16%	March	8%
Special Waste		April	12%	April	9%
		May	13%	May	8%
Other	10,979	June	12%	June	8%
		July	11%	July	11%
Ash	1,477	August	8%	August	10%
		September	6%	September	10%
Sludge	<u>2,283</u>	October	6%	October	12%
Total Special Waste		November	6%	November	10%
		December	7%	December	10%
Total MSW & SW					
		2013 Sludge %		2014 Sludge %	
Tires	24	January	11%	January	xx
Total Material		February	13%	February	xx
		March	12%	March	xx
% MSW	<u>31%</u>	April	12%	April	xx
		May	10%	May	xx
% Special Waste	<u>69%</u>	June	13%	June	xx
		July	11%	July	xx
% Sludge	<u>11%</u>	August	xx	August	xx
		September	xx	September	xx
		October	xx	October	xx
		November	xx	November	xx
		December	xx	December	xx

**2012-2013 Matlock Bend
Landfill Tire Report**

Month	Tonnage
Jul-12	21.05
Aug-12	
Sep-12	
Oct-12	
Nov-12	
Dec-12	
Jan-13	
Feb-13	
Mar-13	
Apr-13	
May-13	
Jun-13	
Total (tons)	21.05

Landfill Origin Report for Loudon County, Tennessee

Advertised Tipping Fee Per ton \$27.45

Origin of Waste (Name of County)	Waste Received From County, Transfer Station or Other	Q1 2013	Q2 2013	Q3 2013	Q4 2013	YTD Total
Bradley	County	41.56	0.00			41.56
Knox	County	12,829.35	15,004.65			27,834.00
Loudon	County	46,182.59	52,708.05			98,890.64
McMinn	County	64.27	154.16			218.43
Monroe	County	57.71	142.47			200.18
Roane	County	1,955.94	2,020.50			3,976.44
Blount	County	0.58	0.00			0.58
		61,132.00				



DEPARTMENT OF ENVIRONMENT AND CONSERVATION
 DIVISION OF SOLID WASTE MANAGEMENT
 401 Church St., L & C Tower, 5th Floor
 Nashville, TN 37243-1535

QUARTERLY SOLID WASTE SURCHARGE AND
 FACILITY INSPECTION FEE REPORT

(Type or print. See reverse for instructions)

Facility ID Number: SNL 53-103-0203	For Quarter Ending: June 30, 2013
Facility Name and Address: Matlock Bend Landfill Santek Environmental 650 25th St, NW, Suite 100 Cleveland, TN 37311 (Change if incorrect)	1. Facility Location 21712 HWY 72 North London, TN 37774
2. Facility Owner/Operator Loudon County / Santek Environmental Inc	3. Telephone Number (423) 303-7101

4. Amount of waste received during each month of reporting period (in <u>tons</u>):	
First month of quarter	<u>23,808.39</u>
Second month of quarter	<u>24,577.62</u>
Third month of quarter	<u>21,643.82</u>
5. Total tons of waste received during reporting period	<u>70,029.83</u>
REMITTANCE COPY	
6(a). Surcharge: Total tons <u>70,029.83</u> X \$0.90 =	\$ <u>63,026.85</u>
RETURN WITH PAYMENT	
6(b). Deduct 1% if paid on or before due date	Less \$ <u>(630.27)</u>
7. Facility Inspection Fee: Total tons <u>70,029.83</u> X \$0.35 =	\$ <u>24,510.44</u>
8. Outstanding debit or credit	\$ <u>0</u>
9. Total due	\$ <u>86,907.02</u>
Make check or money order payable to the Treasurer, State of Tennessee. Payments are due January 31, April 30, July 31, and October 31.	
10. I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, and accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.	
<u>Jamie Miller</u>	<u>Staff Accountant</u>
Signature of Owner/Operator	Title
	<u>7/22/13</u>
	Date

Matlock Bend Landfill 2013 Airspace Projection / Construction Schedule

DATE	REMAINING AIRSPACE ¹ (CY)	MONTHLY TONNAGE	ACTUAL / PROJECTED ²	UTILIZATION FACTOR	MONTHLY VOLUME CONSUMED (CY)	ENDING MONTHLY REMAINING AIRSPACE (CY)
		22,565		1.15		
Sept. 19, 2012	816,825	-	-	-	-	-
Sept. 20-30,2012	-	2,423	A	1.15	2,786	814,039
October	-	19,524	A	1.15	22,453	791,586
November	-	17,903	A	1.15	20,588	770,998
December	-	18,643	A	1.15	21,440	749,558
January '13	-	21,183	A	1.15	24,361	725,197
February	-	18,785	A	1.15	21,602	703,595
March	-	21,164	A	1.15	24,339	679,256
April	-	23,808	A	1.15	27,380	651,876
May	-	24,578	A	1.15	28,264	623,612
June	-	21,644	A	1.15	24,890	598,722
July	-	21,475	A	1.15	24,696	574,025
August	-	22,565	P	1.15	25,950	548,075
September	-	22,565	P	1.15	25,950	522,125
October	-	22,565	P	1.15	25,950	496,174
November	-	22,565	P	1.15	25,950	470,224
December	-	22,565	P	1.15	25,950	444,274

¹ = Remaining airspace based on Sept. 19, 2012 aerial survey.

Full Date - H

June-2015

² = Projected tonnages are based on a 3 month average per Matt Dillard on 6-2-09.

³ = Utilization rate based on the annual utilization rate per October 27, 2008 construction meeting (Avg. Utilization = 1.38 cy/ton)

Tonnage for Past 3 Months

May	24,578
June	21,644
July	21,475
Average	22,565

cc: Matt
Rob
Cheryl
Ron
Chris
Levi
David M.
Jason



650 25th Street NW, Ste 100
Cleveland, TN 37311

Phone: (423) 303-7101
Toll Free: (800) 467-9160
www.santekenviro.com

August 13, 2013

Loudon County Solid Waste Disposal Commission
100 River Road
P.O. Box 351
Loudon, TN 37774

Dear Steve:

Pursuant to Section 10.6 and 10.7 of the Sanitary Landfill Operation Agreement between Loudon and Santek as of July 1, 2007, Santek agreed to pay the Commission a host fee and security fee as defined in the Agreement. The following recap reflects the calculation for the period July 1, 2013 to July 31, 2013:

Host Fees (Greater of below) –	
Total Tip Fees Billed	\$343,324.24
Host Fee Percentage	<u>4.00%</u>
	\$ 13,732.97
Minimum Fee	<u>\$ 10,652.00</u>
Security Fees (Greater of below) –	
Total Tonnage Received	21,471.10
Rate per ton	<u>\$ 1.00</u>
Total	\$ 21,471.10
Total Tip Fees Billed	\$343,324.24
Security Fee Percentage	<u>5.00%</u>
	\$ 17,166.21

Our checks in payment of the above fees have been remitted to the above address for the Commission. Should you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Andrew Kandy".

Andrew Kandy
Regional Controller