



Waste Management
ENVIRONMENTAL QUALITY

PAT MCCRORY
Governor

DONALD R. VAN DER VAART
Secretary

MICHAEL SCOTT
Director

July 26, 2016

Mr. Mike Shuler
English Farm Road Grinding Facility
307 Balfour Drive
Archdale, NC 27263

Re: Yard Waste Notification – Randolph County
English Farm Road Grinding Facility – YWNN76003

Dear Mr. Shuler,

The Solid Waste Section has received your yard waste facility notification form. As long as your facility only processes and stores less than 6,000 cubic yards of the following materials on a quarterly basis, you can continue to operate by notifying the Section on an annual basis **by June 1st of each year**. If your composting activities grow in size to more than 6,000 cubic yards quarterly or exceed the 2 acre size limitation please contact the Solid Waste Section for assistance in obtaining a permit.

Facilities operating under notification shall only receive:

- a. Untreated and unpainted wood waste.
- b. "Silviculture Waste" as defined in 15A NCAC 13B .0101(41); waste materials produced from the care and cultivation of forest trees, including bark and woodchips.
- c. "Yard Trash" as defined in 15A NCAC 13B .0101(55); solid waste resulting from landscaping and yard maintenance such as brush, grass, tree limbs, and similar vegetative material.

d. "Yard Waste" as defined in 15A NCAC 13B .0101(56); yard trash and land clearing debris to include stumps, limbs, leaves, grass, and untreated wood.

Facilities operating under notification are required to operate in accordance with 15 NCAC 13B .1406 and .1404(a)(1)-(10).

If you have questions or if we can be of any other assistance please do not hesitate to contact the Environmental Senior Specialist, John Patrone at 336-776-9673.

Sincerely,

Martin A. Gallagher, Environmental Supervisor
Composting & Land Application Branch

cc: John Patrone, Environmental Senior Specialist, Winston-Salem Regional Office
Deb Aja, Western District Supervisor, Asheville Regional Office
Central File, Solid Waste Section

S:/Solid_Waste/CLA/Compost/Yard Waste/Notifications/YWNN76003 English Farm Road Grinding Facility 7-26-2016

Pursuant to 15A NCAC 13B .1401(a), this provision applies to facilities that accept, store, or produce compost or mulch from yard waste.

Pursuant to 15A NCAC 13B .1402(g)(3), the owner or operator of any Type 1 Solid Waste (yard waste) facility which occupies less than two acres of land and processes and stores less than 6,000 cubic yards of material quarterly shall submit this form to the Department by June 1st of each year.

1. Facility Name: English Farm Road Grinding Facility Notification #: YWN-76-003

2. Physical Address of Facility		3. Primary Facility Contact Information	
Street 1: <u>501 English Farm Road</u>	Name: <u>D.J. Señores, PE, PULF</u>	Contact's Title: <u>Stormwater Program Mgr</u>	
Street 2: _____	Phone: <u>336 434 7344</u> Fax: <u>336 431 2130</u>	Phone: <u>336 434 7344</u> Fax: <u>336 431 2130</u>	
City: <u>Trinity</u> County: <u>Randolph</u>	Email: <u>dseñores@archdale-nc.gov</u>	Email: <u>dseñores@archdale-nc.gov</u>	
State: <u>North Carolina</u> Zip: <u>27370</u>	4. Property Owner Contact Information		5. Site Manager Contact Information
Name: <u>James Walker English and Nereus English</u>		Name: <u>Mike Shuler</u>	
Phone: <u>None</u> Fax: <u>None</u>		Phone: <u>336 434-7362</u> Fax: <u>336 431 2136</u>	
Email: <u>None</u>		Email: <u>mshuler@archdale-nc.gov</u>	
Street 1: <u>501 English Farm Rd</u>	Street 1: <u>307 Balfour Drive</u>	Street 2: _____	
Street 2: _____	Street 2: _____	City: <u>Archdale NC</u>	
City: <u>Trinity</u>	City: <u>Archdale NC</u>	State: <u>North Carolina</u>	
State: <u>North Carolina</u> Zip: <u>27370</u>	State: <u>North Carolina</u> Zip: <u>27263</u>		

6. The land on which this facility is located is described in the deed recorded in: Deed Book: 102 Page: 10 County: Randolph

For the following questions, please fill out based on your records for the period of June 1, 2015 to May 31, 2016.

7. What types of yard waste are accepted at this facility? (check all that apply)

- Land clearing debris
- Yard trash
- Stumps
- Whole trees
- Tree limbs
- Branches
- Untreated wood
- Grass
- Leaves
- Brush/shrubs
- Other (specify) From side on the road right of way pick up

tree sized bush -M.S.
6/29

8. Provide the quarterly volumes of yard waste (cubic yards) for this facility:

Quarter	Cubic Yards Received	Cubic Yards Removed
June 1 - August 31	999	999
September 1 - November 30	999	999
December 1 - February 29	1999	1999
March 1 - May 31	1999	1999
Total	5996	5996

9. Is this facility a temporary holding site or is material processed on-site?

Temporary Holding Site

Processed on-site

10. If this is a temporary holding site, list the name(s) of the facility (or facilities) where the material is taken to:

11. Describe the composting process used and the use of the finished compost product:

The description of the compost process must minimally include formation of windrows or annual turning of leaves(i.e. passive composting). Temperatures must be monitored daily to maintain a temperature of at least 131°F. If additional processing is done, explain briefly (e.g. usage of tub grinder, monthly aeration, etc.)

ground on site then have grindings to city facility
for citizen pickup

12. Describe the mulching process used and use of finished mulch product:

The description of the mulching process must minimally include a description of the process, usage of a tub grinder, etc. *If you checked anything under the yard trash category, you must either compost or sell the mulched product for boiler fuel.*

City Knuckle Boom Truck will pick up vegetative debris placed on row by citizens. Debris will be transported to site and stored prior to a annual tub grinding contract. Material will be ground up then transported to pickup yard when request by citizen

CERTIFICATION: To the best of my knowledge and belief, I certify the information provided in this notification is true, accurate, and complete. Furthermore, the facility will comply with the operational and setback requirements of Small Type 1 Compost (yard waste) facilities as outlined in .1406 and .1404(a)(1)-(10) of the Solid Waste Compost Rules.

Signature:

Date: 6-24-16

Name:

D. J. Seniors, PE, PWF Title: ~~SPM~~

Phone Number: 336 434 7344

Email: dseniors@anchorage-inc.com

Form Save As

Suggest fill-in form online rather than handwritten

North Carolina Department of Environmental Quality

Pat McCrory
Governor

Donald R. van der Vaart
Secretary

November 4, 2015

Mr. Mike Shuler
English Farm Road Grinding Facility
307 Balfour Drive
Archdale, NC 27263

Re: Yard Waste Notification – Randolph County
English Farm Road Grinding Facility – YWVN76003

Dear Mr. Shuler,

The Solid Waste Section has received your yard waste facility notification form. As long as your facility only processes and stores less than 6,000 cubic yards of the following materials on a quarterly basis, you can continue to operate by notifying the Section on an annual basis **by June 1st of each year**. If your composting activities grow in size to more than 6,000 cubic yards quarterly or exceed the 2 acre size limitation please contact the Solid Waste Section for assistance in obtaining a permit.

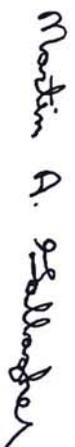
Facilities operating under notification shall only receive:

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- c. "Yard Trash" as defined in 15A NCAC 13B .0101(55); solid waste resulting from landscaping and yard maintenance such as brush, grass, tree limbs, and similar vegetative material.
- d. "Yard Waste" as defined in 15A NCAC 13B .0101(56); yard trash and land clearing debris to include stumps, limbs, leaves, grass, and untreated wood.

Facilities operating under notification are required to operate in accordance with 15 NCAC 13B .1406 and .1404(a)-(10).

If you have questions or if we can be of any other assistance please do not hesitate to contact the Environmental Senior Specialist, John Patrone at 336-776-9673.

Sincerely,



Martin A. Gallagher, Environmental Supervisor
Composting & Land Application Branch

cc: John Patrone, Environmental Senior Specialist, Winston-Salem Regional Office
Deb Aja, Western District Supervisor, Asheville Regional Office
Central File, Solid Waste Section

s:/Solid_Waste/CLACompost/Yard Waste/Notifications/YWVN76003 English Farm Road Grinding Facility 11-4-2015

1646 Mail Service Center, Raleigh, North Carolina 27699-1646
Phone: 919-707-8200 \ Internet: <http://portal.ncdenr.org/web/wm>

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Pursuant to 15A NCAC 13B .1401(a), this provision applies to facilities that accept, store, or produce compost or mulch from yard waste.

Pursuant to 15A NCAC 13B .1402(g)(3), the owner or operator of any Type 1 Solid Waste (yard waste) facility which occupies less than two acres of land and processes and stores less than 6,000 cubic yards of material quarterly shall submit this form to the Department prior to operation.

1. Facility Name: English Farm Road Grinding Facility - Annual Operations

2. Please e-mail an aerial photograph of the site to michelle.sclafani@ncdenr.gov

- With a scale of 1 inch = 400 feet or less
- Must show the area around the proposed facility for at least 0.25 mile
- Photographs are available from most county tax or planning offices

YWN-76-003

3. Physical Address of Facility	4. Primary Facility Contact Information	6. Site Manager Contact Information
Street 1: <u>501 English Farm Road</u>	Name: <u>D. J. Señeres, PE, PWLF</u>	Name: <u>Mike Shuler</u>
Street 2: _____	Contact's Title: <u>Stormwater Program Manager</u>	Phone: <u>(336) 434-7362</u> Fax: <u>(336) 431-2130</u>
City: <u>Trinity</u> County: <u>Randolph</u>	Phone: <u>(336) 434-7344</u> Fax: <u>(336) 431-2130</u>	Email: <u>mshuler@archdale-nc.gov</u>
State: <u>North Carolina</u> Zip: <u>27370</u>	Email: <u>dseñeres@archdale-nc.gov</u>	Street 1: <u>307 Balfour Drive</u>
5. Property Owner Contact Information	6. Site Manager Contact Information	Street 2: _____
Name: <u>James Walker English and Nereus C. English, III</u>	Name: <u>Mike Shuler</u>	City: <u>Archdale</u>
Phone: _____ None Fax: _____ None	Phone: <u>(336) 434-7362</u> Fax: <u>(336) 431-2130</u>	State: <u>North Carolina</u> Zip: <u>27263</u>
Email: <u>None</u>	Email: <u>mshuler@archdale-nc.gov</u>	
Street 1: <u>501 English Farm Road</u>	Street 1: _____	
Street 2: _____	Street 2: _____	
City: <u>Trinity</u>	City: <u>Archdale</u>	
State: <u>North Carolina</u> Zip: <u>27370</u>	State: <u>North Carolina</u> Zip: <u>27263</u>	

7. The land on which this facility is located is described in the deed recorded in:

Deed Book: 102 Page: 10 County: Randolph

8. What types of yard waste will be accepted at this facility? (check all that apply)

- Land clearing debris ~~Yard trash~~

Please indicate the specific materials to be accepted: (check all that apply)

not accepting yard trash -M.S.

- Stumps Whole trees Tree limbs Brush/shrubs Grass Leaves
 Branches Untreated wood Other yard trimmings
 Other (specify) From side of the road right of way pick up

9. Provide the approximate anticipated quarterly volumes of yard waste (cubic yards) for this facility:

Quarter	Cubic Yards Received	Cubic Yards Removed	Distribution of Removed Product
June 1 - August 31	999	999	Returned to citizens as mulch
September 1 - November 30	999	999	Returned to citizens as mulch
December 1 - February 29	1,999	1,999	Returned to citizens as mulch
March 1 - May 31	1,999	1,999	Returned to citizens as mulch
Total	5,996	5,996	

10. Describe the composting process to be used:

The description of the compost process must minimally include formation of windrows or annual turning of leaves (i.e. passive composting). If additional processing is done, explain briefly (e.g. usage of tub grinder, monthly aeration, etc.)

This is not a compost facility, it is a temporary tub grinding facility. We are currently closing out a Disaster site. See attached documentation. In anticipation of collecting debris for grinding in the Spring, we are now ready to activate this site based on discussions formerly with High Jernigan

11. Describe the mulching process to be used:

The description of the mulching process must minimally include a description of the process, usage of a tub grinder, etc.

City Knuckle Boom Truck will pick up vegetative debris placed on the right of way by citizens. Debris will be transported to site and stored prior to a annual tub grinding contract. Material will be ground up then transported to pick up yard when requested by citizens

12. Include any special directions to the facility entrance (optional):

Facility has a gate at entrance on Trindale Road. If another disaster is declared, City will request annual site be activated as Disaster site. Documentation for site and lease attached

REMINDER: This notification is not complete until the aerial photograph is received. E-mail the aerial photograph of the site to michelle.sclafani@ncdenr.gov

CERTIFICATION: To the best of my knowledge and belief, I certify the information provided in this notification is true, accurate, and complete. Furthermore, the facility will comply with the operational and setback requirements of Small Type 1 Compost (yard waste) facilities as outlined in .1406 and .1404(a)(1)-(10) of the Solid Waste Compost Rules.

Signature:



Date: Oct 12, 2015

Name: D. J. Señeres, PE, PWLF

Title: Stormwater Program Manager

Phone Number: (336) 434-7344

Email: dseñeres@archdale-nc.gov

Form Save As



Division of Waste Management - Solid Waste Section
Emergency Site Selection Evaluation Sheet
Disaster Debris

Site Name: English Farm Temporary Site Site Location: Archdale, North Carolina 27263

Physical Address 501 English Farm Road Trinity, North Carolina 27370 - Off of Trindale Road, Highway 62 abutting
or Directions: property at YMCA Facility 608 Trindale Road

City: Archdale County: Randolph

Primary Contact: D. J. Señeres, PE Telephone #: (336) 434-7344

Additional Contact: Mike Shuler Telephone #: (336) 434-7362

Approx. Size of Area to be used for Disaster Debris: 5.77 Acres GPS Coordinates (decimal degrees): 35.902473 N 79.977965 W

Intended Use of Site:

- Staging/Storage for **Removal** Staging/Storage for **Chipping** Staging/Storage for **Burning**

Please provide a brief description of planned operations:

In the event of an emergency situation, vegetative debris would be transported to the site for staging to be either transported to a permanent site or to be chipped on site

Type of Waste:

- Vegetative Debris** **Demolition Debris**

Comments: _____

Buffers Required (the following must be clearly delineated with flagging, survey stakes, etc.):

- 100 feet from property boundaries and on-site structures
 100 feet from residences, private wells (Vegetative debris only), and septic tank systems
 100 feet from surface waters
 250 feet from potable wells (demolition debris)
 300 feet from grinding operations to residence and business properties, publicly owned roads or properties

Please attach a site plan and/or aerial photograph showing the boundaries and location of the proposed site.

Additional information can be found at <http://portal.ncdenr.org/web/wm/sw/dds>

DWM Use Only:

Buffers have met DWM Requirements YES / NO

Flood Plain or
Flood Prone Areas

Wetlands

Erosion Control

Access, Site
Security

Safety Issues -
Power Lines,
Traffic, etc.

Coordination with the Division of Air Quality YES / NO / NA

Buffers have met DAQ Requirements YES / NO

Coordination with Land Quality Section YES / NO / NA

Coordination with State Historic Preservation Office (SHPO)/Office of State Archaeology YES / NO

Coordination with Natural Heritage Program (endangered species) YES / NO

General Comments

Coordinates Verified YES / NO

Solid Waste Section
Representative _____ Date of
Inspection _____





Google earth

feet
meters



LOWER AERIAL IS 1 INCH EQUALS 200 FEET



Google earth

feet



NORTH CAROLINA
RANDOLPH COUNTY

LEASE AGREEMENT

THIS LEASE is made this the 16th day of December, 2014, by and between JAMES WALKER ENGLISH and NEREUUS C. ENGLISH, III, of Randolph County, North Carolina (the "Landlord") and CITY OF ARCHDALE, a municipal corporation organized and existing under the laws of the State of North Carolina (the "Tenant");

WITNESSETH:

1. PREMISES

1.1. Demise by Landlord. The Landlord hereby leases unto the Tenant and the Tenant hereby leases from the Landlord a part of the property described in deed recorded in Book 1954, Page 296, Randolph County Registry, which leased premises is described more particularly on Exhibit A attached hereto and made a part hereof, for the term, at the rental and upon and subject to the provisions contained in this Lease.

1.2. Warranty of Title and Covenant of Quiet Enjoyment. The Landlord warrants that the Landlord owns the Premises in fee simple (subject to existing deeds of trust, utility easements and restrictive covenants of record) and has the right to enter into this Lease; and that the Tenant, provided it performs all of its obligations under this Lease, will peaceably and quietly enjoy the Premises during the lease term without any disturbance from the Landlord or any other person, except as otherwise specifically provided in this Lease.

2. INITIAL TERM AND RENTAL

2.1. Term. The term of this Lease Agreement will be for a period of twelve (12) months, commencing January 1, 2015, and terminating on December 31, 2015 or as sooner provided herein.

2.2. Rental. The rental for the initial term of this Lease Agreement shall be the sum of One Dollar (\$1.00) per year, due and payable in full at the execution of this Lease Agreement.

2.3. Renewal. This Lease Agreement shall automatically renew for an additional twelve (12) month term upon the anniversary date of this Lease, unless notice of termination is given by Landlord to Tenant thirty (30) days prior to the end of the existing lease term. All renewals shall be upon the same terms and conditions as set forth herein.

3. USE OF PREMISES

3.1. Use. The Tenant agrees to use the Premises only for the storage, chipping and grinding of vegetative debris, including tree trunks, limbs, branches, tree stumps, chips and mulch, and for no other purpose. Any other use must be approved by Landlord, whose consent will not be unreasonably withheld.

3.2. Inspection by Landlord. The Landlord and the Landlord's representatives may enter the Premises at any reasonable time during business hours and upon reasonable notice (except in case of emergency) to inspect the Premises, and (during the last three months of the Lease term, or any extensions thereof) to exhibit the Premises to prospective tenants. Landlord may also, upon reasonable notice, exhibit the Premises to prospective purchasers. The Landlord agrees not to unreasonably interfere with the operation of the Tenant's business in the exercise of the Landlord's rights under this section.

3.3. Compliance with Environmental Laws. The Tenant, at all times during the term of this Lease, agrees to conduct its business operations from the Premises in compliance with all applicable environmental laws and regulations, including any rules and regulations of the North Carolina Division of Waste Management, and will indemnify and save harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, remediation expenses, liabilities or losses (including without limitation, reasonable attorneys' fees, expenses of litigation, consulting, remediation and expert witness fees) arising

any substance deemed hazardous under any of the following statutes or under any other statute or regulation of any governmental authority: the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 6901 et seq.; the Hazardous Material Transportation Act, 49 USC § 1801 et seq.; and the Toxic Substances Control Act, 15 USC § 2601 et seq.;

3.4. Compliance with Other Laws and Regulations. The Tenant agrees not to use or occupy the Premises, or permit them to be used or occupied, in any manner which violates (a) restrictive covenants of record, (b) applicable laws or regulations affecting the Premises established by any governmental or public authority or (c) restrictions by any insurance carrier insuring the Premises or property located in the Premises.

4. ACCESS FROM SCHOOL ROAD

4.1. Access: Tenant agrees to access the Premises from School Road, and to keep the bridge located on said access road in good order and repair during the term of this Lease.

5. SURRENDER OF PREMISES.

At the expiration or termination of this Lease or of the Tenant's right of possession, the Tenant agrees to remove from the Premises all vegetative debris, chips and mulch, and all equipment, tools or machinery belonging to Tenant, and to surrender the Premises to the Landlord in as good a condition as when received, reasonable wear and tear and permitted alterations and improvements, excepted.

6. ASSIGNMENT AND SUBLETTING

The Tenant may not voluntarily or involuntarily assign this Lease or any interest in it nor sublet all or any portion of the Premises without the prior written consent of the Landlord in each instance, not to be unreasonably withheld or delayed. Any attempted assignment, sublease or other transfer in violation of this Article shall be void. In the event of a permitted assignment or sublease, the Tenant will remain primarily liable for payment and performance of all obligations under this Lease upon default by the assignee or subtenant, notwithstanding the acceptance by the Landlord of rent or performance directly from the assignee or subtenant.

7. UTILITIES

The Tenant agrees to pay for any utilities necessary for Tenant's use of the Premises.

8. INDEMNITY

Tenant agrees to indemnify and save harmless Landlord from any claim, liability, loss or damage (including expenses of litigation and attorney's fees) arising out of or in connection with (a) Tenant's occupancy of or conduct of business in the Premises.;

9. NOTICES

All notices required or permitted by the terms of this Lease shall be deemed given only when deposited in the United States Certified Mail, Return Receipt Requested, Postage Prepaid, or by any private commercial carrier using receipted delivery, to either party at the addresses stated at the end of this Lease. Either party may change the address to which notices must be sent by giving notice to the other party in accordance with this Article.

10. MISCELLANEOUS

(a) This Lease shall be governed, construed, and enforced under laws of North Carolina. (b) This Lease contains the entire understanding of the parties and there are no conditions precedent to its effectiveness or collateral understandings with respect to its subject matter. (c) This Lease may not be modified except by a writing signed by both parties. (d) This Lease shall not be construed strictly against either party, but fairly in accordance with their intent as expressed herein. (e) The Landlord's remedies are cumulative and not exclusive of other remedies to which the Landlord may be legally entitled. (f) No waiver of any breach of a provision of this Lease may be construed to be a waiver of any succeeding breach of the same or any other provision. (g) Time is of the essence in every particular, especially where

LANDLORD:

James Walker English (Seal)
James Walker English

James D. English (Seal)
Spouse of James Walker English, if any

Nereus C. English, III (Seal)
Nereus C. English, III

N/A (Seal)
Spouse of Nereus C. English, III, if any

Address: _____

TENANT:

CITY OF ARCHDALE

By: Bert Lane-Stone
Bert Lane-Stone, Mayor

ATTEST:
Susan T. Swaim
Susan T. Swaim, City Clerk
(Corporate Seal)



Address: 305 Balfour Drive
Archdale, NC 27263

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public, do hereby certify that James Walker English and spouse, if any, _____ personally appeared before me this day and further acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 2014.

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that Nereus C. English, III and spouse, if any, _____ personally appeared before me this day and further acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 2014.

(Official Seal)

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Robert M. Welborn, a Notary Public, do hereby certify that Bert Lane-
Stone and Susan T. Swaim, personally came before me this day and acknowledged that they are Mayor
and City Clerk, respectively, of the City of Archdale, North Carolina, and that by authority duly given and
as the act of the City of Archdale, North Carolina, the foregoing instrument was signed in the City's name
by such Mayor, sealed with its corporate seal and attested by such City Clerk.

Witness my hand and official seal, this 16th day of December, 2014.



My Commission Expires: 10-26-2016

Robert M. Welborn
Notary Public

EXHIBIT A

Those areas shown as "Day to Day Use" and "Emergency Overflow Use" on the attached map of Randolph County Tax Parcel #7718059198, together with and including a right of ingress, egress and regress over and across Old English Farm Road for the purpose of providing access from Tindale Road to the areas described above.



CITY OF ARCHDALE

307 BALFOUR DRIVE
P.O. BOX 14068
ARCHDALE, NORTH CAROLINA 27263

PHONE: (336) 431-9141 FAX: (336) 431-2130

May 28, 2015

This letter serves as a receipt for the payment of \$2.00 cash from the City of Archdale to Mr. James Walker English and Mr. Nereus C. English, III for the lease agreement dated December 16, 2014 between the parties. The City uses this site for the storage, chipping and grinding of vegetative debris. This payment covers the lease agreement for two years from January 1, 2015 to December 31, 2016.

Signed *Nereus C. English, III*
Witness *Mike Shuler*