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River City Recycling

1049 S. Eastern Blvd., Fayetteville, NC 28306
 (910) 486 4226 (o) ≈ (910) 485 7713 (f)



October 29, 2007

Geoffrey Little
 Environmental Engineer
 Solid Waste Section
 NCDEHNR
 1646 Mail Service Center
 Raleigh NC 27699-1646

Re: Permit to Construct and Operate
 River City Recycling Transfer Station
 Cumberland County, North Carolina
 Permit No. Application
 DOC ID No. RCOXXX

Dear Mr. Little:

Per our recent conversation I considered the possibility of changing our application from a *transfer* to a *treatment and processing* facility. I believe in the interest of time and considering our planned operations as outlined in our application it would be in our best interest to leave the application as it stands – as a Transfer Facility. It is my understanding that at any point in the future should we need to make changes to the operation of our facility that are potentially outside of the permitted scope, it will be necessary to submit a request for a revision to our permit. Again, I think rather than trying to predict what the future may dictate, I will just go with our current plans as described.

With that said, in review of your comments in your 'DRAFT' permit, I offer the following in a hopeful conclusion to our permit request. I hope you find the comments or suggestion acceptable and move to finalize our permit request at your earliest convenience.

Financial Assurance

Attached is a Bank Letter of Credit in the amount of Fifteen Thousand Dollars (\$15,000). A draft of this document has been reviewed and agreed by Amy Cagery, Compliance Officer at the Raleigh Central Office.

Also attached is a Quote / Letter from a local firm with knuckle boom type trucks for the removal of waste from our facility should an outside firm be necessary. Mr. Holder is a local waste hauler and receives a discounted rate at the Landfill of \$30 per ton which leaves \$30 per ton to cover the cost of his trucking. His trucks have a bulk capacity of 40 cy and a capacity of 14 tons.

I respectfully request that our financial assurance as presented cover 100 tons per day capacity. The calculation used to support our request - -

$$\begin{array}{ccccccc} \$ 15,000 & / & \$60.00 & = & 250 & / & 2.5 & = & 100 \\ \textit{Financial} & & \textit{Cost of} & & \textit{Total} & & \textit{Max. Permitted} & & \textit{Tons} \\ \textit{Assurance} & & \textit{Disposal} & & \textit{Loads} & & \textit{Days on Tip Pad} & & \textit{per Day} \end{array}$$

Operation

Item 4. Please include Harnett County within our service area.

Item 5.c. & e. It is my understanding that the approved service area for Robeson County Landfill includes Cumberland County. If so we would like to include Robeson County as a final disposal option for debris generated in Cumberland County.

Waste Acceptance and Disposal

1. Approved Waste

It does not appear that "Demolition" waste is included in the accepted waste. Demolition waste is a planned accepted waste at our facility and is discussed in other areas of the draft permit. Please include Demolition Waste as an approved waste accepted at our facility [if it has been omitted from the draft?].

6. It is stated that 'No waste may be on-site for more than 48 hours.'

If this time frame includes weekends and /or holidays, then additional time will be needed to bridge the time frame of the weekend / holiday time frame.

Also included is a check for the Permit application fee for a C&D Transfer Facility in the amount of Five Thousand Dollars [\$5,000].

Thank you for you time and assistance. Please let me know if you need anything else and if not we hopefully will put this thing to rest!

Respectfully,

William M Hester,
President

Attachments: Certified Check (\$5,000) [Permit Fee]
Bank Letter of Credit [Financial Assurance]
Quote for Material Removal and Disposal

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: New Century Bank South
2818 Raeford Rd.
Fayetteville, NC 28303

Date of Issue: <u>08-24-2007</u> Letter of Credit Number: <u>101</u>	
Amount: U.S. \$ <u>15,000.00</u> (<u>fifteen thousand and no/100</u> U.S. DOLLARS)	
For Benefit Of: Beneficiary Name and Address	For Account Of: Applicant Name and Address
North Carolina Department of Environmental Health and Natural Resources, Solid Waste Division, PO Box 27687, Raleigh NC 27611-7687	William M. Hester 1049 S. EASTERN BLVD FAYETTEVILLE, NC 28306

LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one) together with the documents described below. Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under [Issuer name] Letter of Credit No. [Letter of Credit number] dated [Letter of Credit date]." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the Draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

DRAWINGS.

- Partial drawings shall not be permitted under this Letter of Credit.
- Partial drawings are permitted. The maximum number of drawings that may be made is _____.

DOCUMENTS. Each Draft must be accompanied by the following, in original and two copies except as stated:

- The original Letter of Credit, together with any amendments.
- A sight draft drawn by Beneficiary on Issuer.
- A signed statement by Beneficiary including the following statement: **As required by NCDEHNR**
- Other documents:

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identify or authority of the person presenting the draft and such documentation.

SPECIAL INSTRUCTIONS:

EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 5:00 pm (Time) on 08-24-2008 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

- If Beneficiary has not drawn the full amount of this Letter of Credit prior to the Expiration Date, the Expiration Date shall be extended for a period of 60 days from the Expiration Date, unless Issuer notifies Beneficiary in writing at least 120 days prior to the Expiration Date that Issuer elects not to extend this Letter of Credit. In any event, this Letter of Credit shall expire on _____ without any notice from Issuer to Beneficiary.

TRANSFERABILITY. This Letter of Credit is transferable non-transferable.

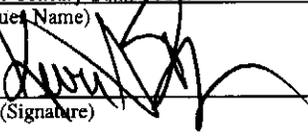
APPLICABLE LAW. This Letter of Credit shall be governed by:

the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500 (UCP), or any later version or amendment.

the International Standby Practices 1998 (ISP98).

This Letter of Credit shall also be governed by the laws of North Carolina, the United States of America, so long as such laws are not inconsistent with the UCP or ISP, as applicable.

New Century Bank South
(Issuer Name)

By 
(Signature)

8-24-07
(Date)

Kevin S. Bunn, Executive Vice President
(Signer Name and Title)

May 22, 2007

Houghton Hauling & Demo
4012 Burleigh Place
Fayetteville NC, 28311

Dear Ican,

This letter is in reference to a transfer station associated with Bill Hester.
My Cost to haul from your site to the land fill will be \$ 60.00 per ton.

Sincerely Yours,

A handwritten signature in cursive script that reads "Marvin Houghton". The signature is written in black ink and is positioned to the right of the typed name.

Marvin Houghton
Owner