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REPUBLIC SERVICES

SOLID WASTE SECTION
ASHEVILLE REGIONAL OFFICE

July 9, 2010

Mr. Larry Frost
Regional Engineer
NCDENR - Division of Waste Management
Solid Waste Section – Asheville Regional Office
2090 U.S. Highway 70
Swannanoa, North Carolina 28778

Subject: Response to Letter for Permit to Operate – Amendment, 5-Year Renewal, Requirements and Revisions to the updated Operations Plan for the Lake Norman Construction and Demolition Landfill Facility (Facility Permit No. 55-04)

Dear Mr. Frost:

This letter and attached documentation is a response to your letter dated May 17, 2010 concerning the requirements for a permit renewal for the Lake Norman Construction and Demolition Landfill Facility (Lake Norman C&DLF). As addressed in your letter, the Facility does not intend to construct any new landfill cells in the near future but wants to continue to operate in currently permitted areas of the landfill. To address the continued operation of the landfill, the Lake Norman Construction and Demolition Landfill Facility requests a 5-year renewal of the Facility's current Permit to Operate with the Division of Waste Management while reserving the Permit to Construct for future use when needed by the Facility for landfill cell expansion. As outlined in your letter, the following documentation was required to be submitted to the Solid Waste Section for the Facility's permit renewal:

1. Updated Operations Plan,
2. Updated Closure and Post-Closure Plan,
3. Updated Financial Assurance Instrument, and
4. A copy of the current approved Franchise Agreement.

An updated Operations Plan prepared by Brown and Caldwell dated October 2008 – revised January 6, 2009 per regulatory comments – was submitted to the Solid Waste Section. The Facility makes the following additional changes to the submitted updated Operations Plan.

A. Modified Section 5.20.1 – Inspection Schedule; Table 5.3. Lake Norman C&DLF Inspection Schedule by changing that the groundwater monitoring wells will be inspected semi-annually.

Table 5.3. Lake Norman C&DLF Inspection Schedule

Monthly and after large storm events:	Storm water management and erosion and sedimentation control systems
Quarterly:	Landfill gas monitoring wells and final cover system
Semi-Annual:	Groundwater monitoring wells

CMS Landfill
5105 Morehead Road
Concord, NC 28027
704.782.2004 • Fax 704.782.2177
www.republicservices.com

B. Modified Section 6. – Records and Reporting by:

1. Removing Climatic as a Type of Record from Table 7.1. Recordkeeping / Submittals.

Table 7.1. Recordkeeping / Submittals

Type of Record	Frequency of Recording	Submitted To	Frequency of Submission
Facility Inspection Reports	See Section 5.20	Kept at landfill	See Section 5.20
Training Records	As needed	Kept at landfill	Upon request
Scale Log Wastes Received	Daily	County / NCDENR	Annually
Waste Load Inspection	Daily	Kept at landfill	Upon request
Load Rejections for Unacceptable Waste	As needed	NCDENR, Kept at landfill	Report to NCDENR within 24 hours
Proof of Financial Assurance	Updated annually	NCDENR, Kept at landfill	Annually
Landfill Gas LEL Detection Reports and Remediation Plans	See Section 5.20.9	NCDENR, Kept at landfill	See Section 5.20.9
Construction (as-built) Drawings	As new elements are completed	Owner, NCDENR, Kept at landfill	As each cell is completed
Climatic	Daily	Kept at landfill	Upon request
Accident Report	After each on-site occurrence	Kept at landfill as required by OSHA	Quarterly
Groundwater and Surface Water Quality Monitoring	Per Water Quality Monitoring Plan		
Post-Closure Inspections	Per Closure and Post-Closure Plan		

2. Removing the 2nd paragraph below Table 7.1. ~~“A record of observed climatic conditions shall be maintained at the landfill. Such observations need not include detailed statistical data but rather are to present qualitative observations. Climatic conditions shall be recorded daily at the landfill. A rain gauge is to be maintained for determining daily precipitation.”~~

C. Modified Appendix A – Equipment and Site Personnel Requirements by:

1. Removing paragraph A.1.4 Mechanics and renumbered paragraphs accordingly.
2. Revising Table A-1 by removing Maintenance Worker and Laborer/Truck Driver from minimum personnel recommended.
3. Updated Appendix A Table of Contents to reflect changes above.

D. Modified Appendix D – Unauthorized Waste Control Program by:

1. Revised paragraph D.6 Record Keeping by removing vehicle license plate number and driver signature as information that will be logged for each waste load inspection.
2. Updated Load Inspection Form by removing vehicle license plate number as hauler information to collect.

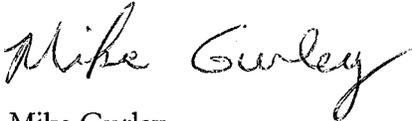
In addition, an updated Closure and Post-Closure Plan prepared by Brown and Caldwell dated August 8, 2008 was submitted to the Solid Waste Section. A copy of the Facility's current approved Franchise Agreement with Lincoln County was included as an appendix to the updated Operations

July 9, 2010

Plan, but a copy is attached to this letter for reference. Also included as an attachment is the Facility's updated Financial Assurance Instrument.

We trust that this letter, previously submitted documentation and the attached documentation is responsive to the requirements for the Facility's 5-year permit renewal. We look forward to your reply after the Division has had an opportunity to review the enclosed information. If you have any questions, or need additional information, please don't hesitate to contact me at (704) 782-2004 ext. 391.

Sincerely,

A handwritten signature in cursive script that reads "Mike Gurley".

Mike Gurley
Environmental Manager

Attachments: Current approved Franchise Agreement with Lincoln County.
Facility's updated Financial Assurance Instrument.

BOARD OF COMMISSIONERS

JERRY W. COCHRANE, CHAIRMAN
THOMAS R. ANDERSON, PE, VICE CHAIRMAN
JAMES BUDDY FUNDERBURK
CARROL MITCHEM
LARRY S. CRAIG



COUNTY MANAGER
STAN B. KISER

COUNTY ATTORNEY
JEFFREY A. TAYLOR

LINCOLN COUNTY

115 WEST MAIN STREET
THIRD FLOOR, CITIZENS CENTER
LINCOLNTON, NORTH CAROLINA 28092
704/736-8473 FAX 704/736-8820

**ORDINANCE GRANTING A NONEXCLUSIVE
CONSTRUCTION AND DEMOLITION DEBRIS LANDFILL
FRANCHISE TO LAKE NORMAN LANDFILL, INC.
AND FRANCHISE AGREEMENT BETWEEN LINCOLN COUNTY
AND LAKE NORMAN LANDFILL, INC. RELATED TO FRANCHISE**

WHEREAS, the Board of Commissioners enacted the Lincoln County Landfill Franchise Ordinance on November 7, 2003; and

WHEREAS, North Carolina General Statutes § 153A-136(a)(3) authorizes counties to regulate the disposal and other disposition of solid wastes by granting franchises to one or more persons for the exclusive right to commercially dispose of solid wastes within the county; and

WHEREAS, Lake Norman Landfill, Inc. ("Lake Norman") is currently operating an approximately 115 acre construction and demolition debris landfill (the "Landfill") within the jurisdiction of Lincoln County; and

WHEREAS, at the time that Lake Norman began operations at the Landfill, the County by affidavit affirmed to the North Carolina Department of Environment and Natural Resources ("DENR") that Lake Norman had all required approvals for operation of the Landfill; and

WHEREAS, Lake Norman wishes to move forward with the next phase of the Landfill pursuant to a new Ordinance Granting a Nonexclusive Construction and Demolition Debris Landfill Franchise to Lake Norman Landfill, Inc.; and

WHEREAS, the Board of Commissioners desires to grant to Lake Norman a nonexclusive franchise for the disposal of construction and demolition debris in Lincoln County; and

WHEREAS, in lieu of host fees, the Board of Commissioners and Lake Norman have agreed to establish a grant program, which will be funded by Lake Norman in accordance with this Franchise and Agreement to be used for grants to non-profit organizations operating in and for the benefit of Lincoln County.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS FOR THE COUNTY OF LINCOLN DOTH ORDAIN:

Section 1. Pursuant to the Lincoln County Landfill Franchise Ordinance and North Carolina General Statutes §§ 130A-294, 153A-121 and 153A-136, Lake Norman is hereby granted a nonexclusive franchise to proceed with an extension of its current permit and/or permitting of the next phase of the Landfill on Quarry Lane in Lincoln County and to operate said Landfill in Lincoln County.

Section 2. Nothing contained in this Agreement shall prohibit Lincoln County from operating a landfill for construction and demolition waste or from granting franchises to other entities to operate such landfills.

Section 3. The term of the Franchise and Agreement will be five years from the date on which Lake Norman's permit renewal is issued.

Section 4. Lake Norman agrees to operate the Landfill in accordance with Conditional Use Permit No. 107 issued by the County to Lake Norman and in compliance with all applicable laws, regulations, rules and governmental orders.

Section 5. The population to be served by the Landfill will consist primarily of commercial contractors who specialize in construction, demolition, and land-clearing activities and haulers who haul materials generated from such activities. The area to be served by the landfill will be the area of approximately 100 miles around the Landfill.

Section 6. It is anticipated that Lake Norman will accept up to approximately 200,000 tons of waste annually. The waste stream that may be accepted by the Landfill will be composed of all waste that may be accepted at permitted construction and demolition debris landfills by applicable North Carolina laws and regulations.

Section 7. The anticipated useful life of the Landfill is approximately 15 years.

Section 8. Beginning on the earlier of a) the date that DENR approves Lake Norman's request for an extension of its existing permit or b) the date that DENR issues a permit renewal to Lake Norman, Lake Norman will have an obligation to pay an annual amount of \$50,000.00 for grant funding. Lake Norman will make the first annual payment of \$50,000.00 on June 1, 2004. Lake Norman's obligation to fund the grant program will terminate prior to the termination of this Agreement if the Landfill closes or ceases doing business. Lake Norman will not have an obligation to pay the annual payment for any calendar year during which no waste is accepted at the Landfill. In the event that the Landfill should close or cease doing business during a calendar year, a pro rata share of the annual payment will be made as follows: if the Landfill closes or ceases doing business prior to June 1 of the calendar year, Lake Norman will pay a pro rata amount up to \$25,000.00 based on the percentage of the year Lake Norman conducts business.

The annual grant payments will be made to the Lake Norman Landfill, Inc. Lincoln County Non-Profit Grant Program. This program will be administered by a committee of seven (7) members, with one member appointed by the Board of County Commissioners from each of the County's five townships, one member selected by the Board of County Commissioners from its own membership, and one member selected by Lake Norman. The committee will establish guidelines for eligibility and application for the grants and administer the program in accordance with those guidelines. The annual application process for grants will begin in January with grant

payments to be made after receipt of the annual payment from Lake Norman. The committee will provide the Board of County Commissioners and Lake Norman with a report of all funds received, grants given and expenses incurred at least annually.

Section 9. The application and fee of \$1000.00 have been received.

Section 10. The stated gate rate for the Landfill, which will be effective upon approval of the franchise and has been approved by the County, is \$35.00 per ton with applicable volume discounts. Lake Norman shall give notice of any proposed stated gate rate changes to the County at least sixty (60) days prior to the proposed effective date of the rate changes.

Section 11. Lake Norman may assign this Franchise and Agreement or any right accruing under this Franchise and Agreement by giving written notice to the County. In the event of any assignment, the assignee shall receive the rights and assume the liabilities of Lake Norman.

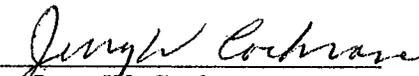
Section 12. This ordinance requires readings and approval at two regular meetings of the Board of Commissioners of Lincoln County, pursuant to and as required by N.C.G.S. § 153A-46, and will become effective following the second reading and approval.

This 5th day of January, 2004.

LINCOLN COUNTY

ATTEST:

By:


Jerry W. Cochrane

Chairman, Board of Commissioners

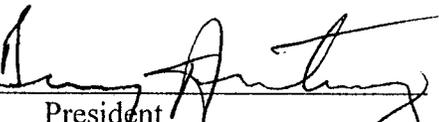

Amy S. Long

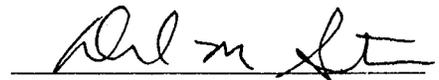
Clerk to the Board

LAKE NORMAN LANDFILL, INC.

ATTEST:

By:


President


Secretary

Increase PENALTY RIDER

BOND AMOUNT \$999,625.00

BOND NO. 105082488

To be attached and form a part of Bond No. 105082488 executed by Travelers Casualty and Surety Company of America as surety, on behalf of Lake Norman C&D Landfill, Inc. as current principal of record, and in favor of North Carolina Division of Solid Waste Management, as Obligee, and in the amount of Nine Hundred Ninety Nine Thousand Six Hundred Twenty Five Dollars and 00/100 (\$999,625.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Travelers Casualty and Surety Company of America hereby consents that effective from the 18th day of June, 2010, said bond shall be amended as follows:

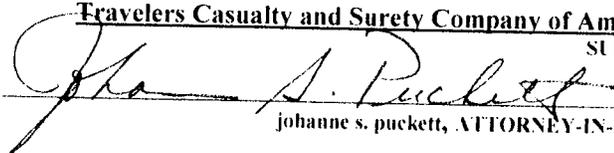
THE BOND PENALTY SHALL BE Increased:

TO: One Million Thirty Two Thousand Eight Hundred Sixty Five Dollars and 00/100 (\$1,032,865.00) for Closure.

The Increase of said bond penalty shall be effective as of the 18th day of June, 2010.
Signed, sealed and dated this 9th day of June, 2010.

Travelers Casualty and Surety Company of America
SURETY

BY:


johanne s. puckett, ATTORNEY-IN-FACT



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221372

Certificate No. 003644013

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin therein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Johanne S. Puckett, and Sarabeth Scott

of the City of Greenville, State of South Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of June 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 30th day of June 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

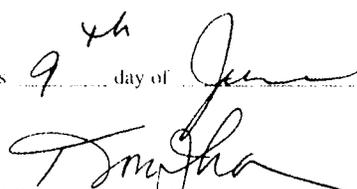
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of June, 2010


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney In-Fact number, the above named individuals, and the details of the bond to which the power is attached.