

Permit No.	Scan Date	DIN
9904-TP-2013	May 14, 2013	18960

HEALTHCARE SOLUTIONS

May 7, 2013

RECEIVED

MAY 10 2013

Ms. Patricia M. Backus, P.E.

NC Department of Environment and Natural Resources
Division of Waste Management - Solid Waste Section
1646 Mail Service Center
Raleigh, NC 27699-1646

SOLID WASTE SECTION
ASHEVILLE REGIONAL OFFICE

**Re: Permit Modification Application Requesting Approval to Treat Regulated Medical Waste at
329 West Maple Street, Yadkinville, NC 27055**

Dear Ms. Backus,

WM HealthCare Solutions, Inc. (WMHS) is submitting this application requesting approval to treat regulated medical waste via autoclave technology at an existing WMHS location that is authorized to transfer regulated medical waste. The property is located at 329 West Maple Street, Yadkinville, NC 27055. Included with this application are the follow documents:

Application Title Page

Section 1: General Information

Section 2: Property Information, Maps & Lease Agreement

Section 3: Operations Plan

Section 4: Facility Drawings & Photos

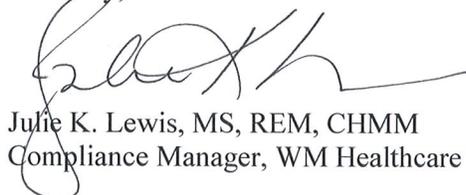
Section 5: Financial Assurance

Section 6: Signature Pages

Section 7: Town of Yadkinville – Wastewater Discharge Permit

The deed and property survey are not included in this application but will be forwarded to NCDENR once obtained from the property owner. Should you have questions, concerns, or require additional information regarding this application, please contact me at (713) 265-1662 or via e-mail at jlewis13@wm.com.

Sincerely,



Julie K. Lewis, MS, REM, CHMM
Compliance Manager, WM Healthcare Solutions, Inc.

cc: Mike McInerney, Vice- President
Jason Wrubel, District Manager



THINK GREEN®

APPLICATION FOR PERMIT TO TREAT, TRANSFER, AND STORE RMW

SECTION 1: GENERAL INFORMATION

Name of Facility:

WM Healthcare Solutions, Inc.

Permit Number:

N/A

Location of Facility:

329 West Maple St.
Yadkinville, North Carolina 27055

Applicant:

WM Healthcare Solutions, Inc.

Preparer:

Julie K. Lewis, MS, REM, CHMM
Compliance Manager

Mailing Address:

1001 Fannin St, Ste 4000
Houston, Texas 77002
(713) 287-2421

Contact Person:

Julie K. Lewis, Compliance Manager
WM Healthcare Solutions, Inc.
1001 Fannin St. Ste 4000
Houston, TX 77002
(713)265-1662
JLewis13@wm.com

Alternate Contact Person:

Jason Wrubel, District Manager
jwrubel@wm.com
(321) 385-5430



THINK GREEN®.

HEALTHCARE SOLUTIONS

Site Contact:

Howard Davenport
hdavenpo@wm.com
(252) 797-3849 (office)
(252) 217-0051 (mobile)

Land Owner Contact:

Gray Garrison
465 Indian River Rd
Norfolk, VA 23320
racingbg@yahoo.com
(336) 469-0294

The Facility is leased and operated by WM Healthcare Solutions, Inc.

All permit fee invoices and annual fees are to be addressed to:

Julie K. Lewis, MS, REM, CHMM
Compliance Manager
WM Healthcare Solutions, Inc.
1001 Fannin St., Ste 4000
Houston, TX 77002
(713) 265-1662
E-mail: jlewis13@wm.com

Date of Application:

May 7, 2013

The name of the existing facility is: WM Healthcare Solutions, Inc.



THINK GREEN®.

SECTION 2: PROPERTY INFORMATION

The Facility is located in the Town of Yadkinville, NC, Yadkin County, bounded on the North by Maple Street, on the East by J.F. Garrison & Son, on the South by West Ridge Condos and on the West by Rayco.

The leased space consists of 12,500 square feet of building with paved area of lot. The building is constructed of metal-concrete (metal, wood, concrete, etc.) and was built in 2005, is a 1-story (number of floors). Acreage of leased premises is approximately 3.1 acres.

The parcel ID number is 129339, and the legal description is LOT 37B.



THINK GREEN®.

HEALTHCARE SOLUTIONS

SECTION 2.1: MAPS

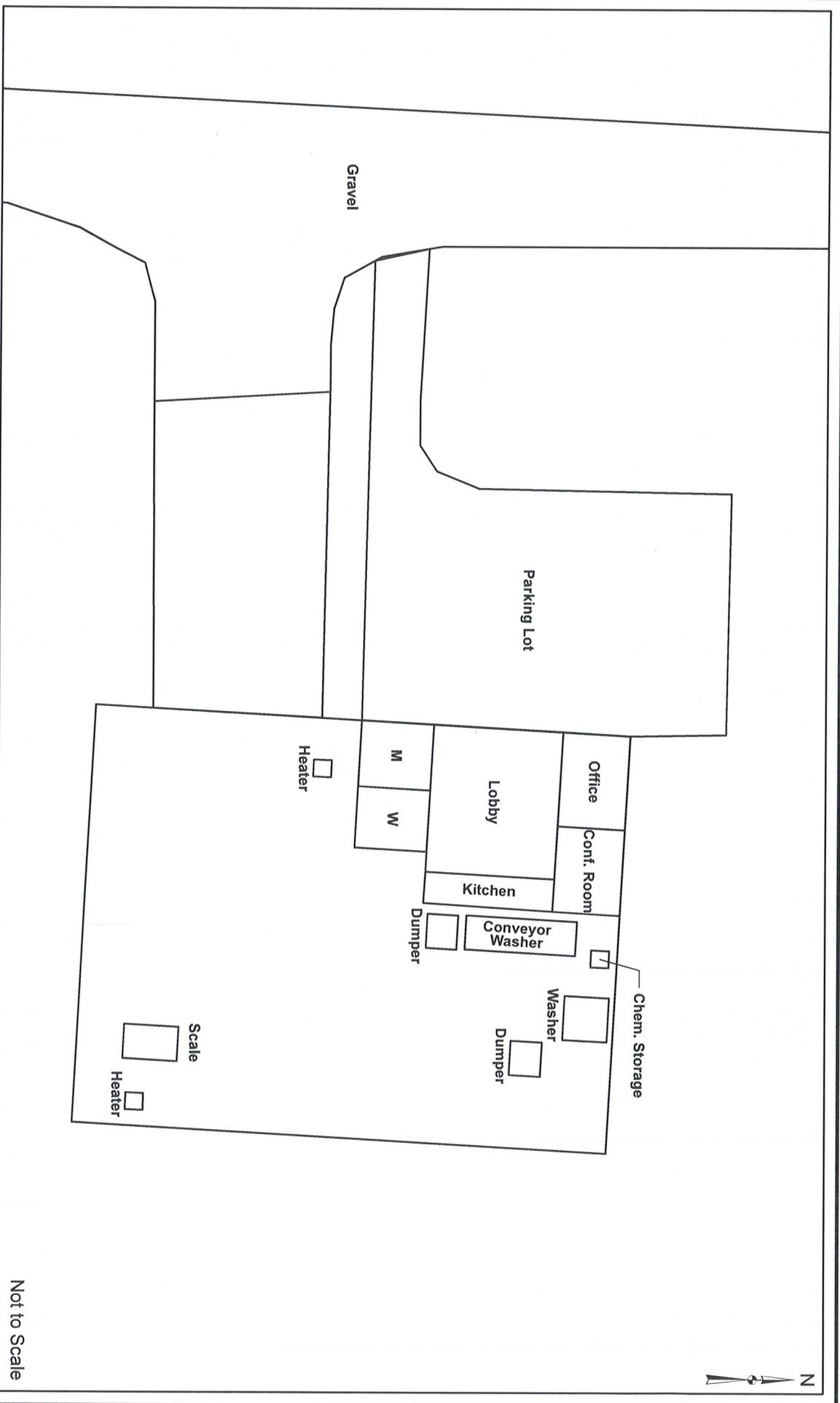


THINK GREEN®.



AECOM

Figure 1
American Environmental Group
Property Location Map
Yadkinville, North Carolina



Not to Scale

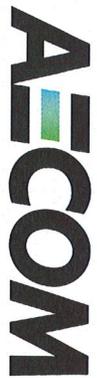
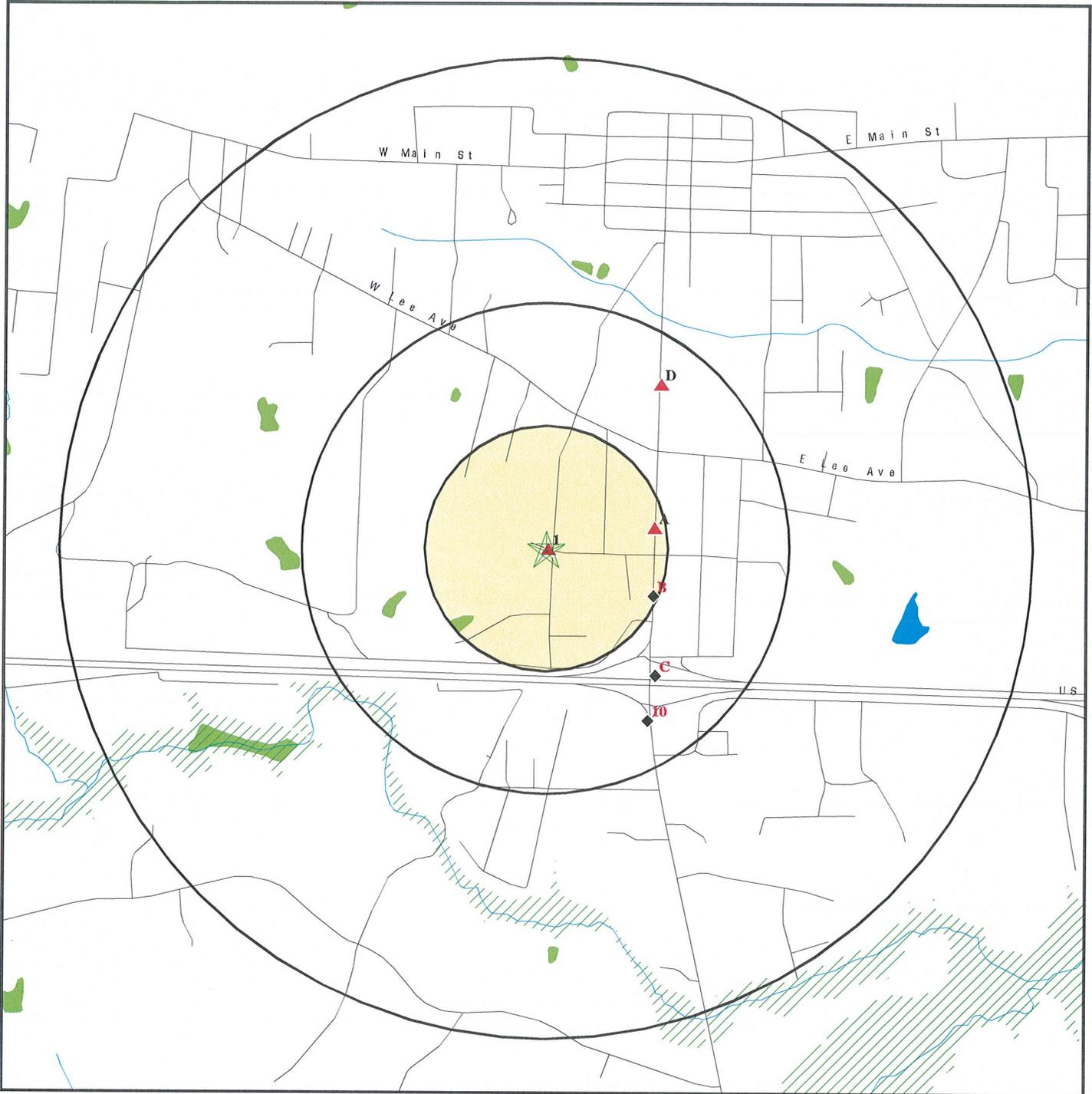


Figure 2
 American Environmental Group
 Facility Layout Map
 Yadkinville, North Carolina

OVERVIEW MAP - 02971991.2r



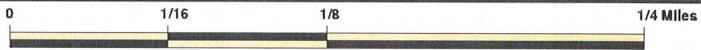
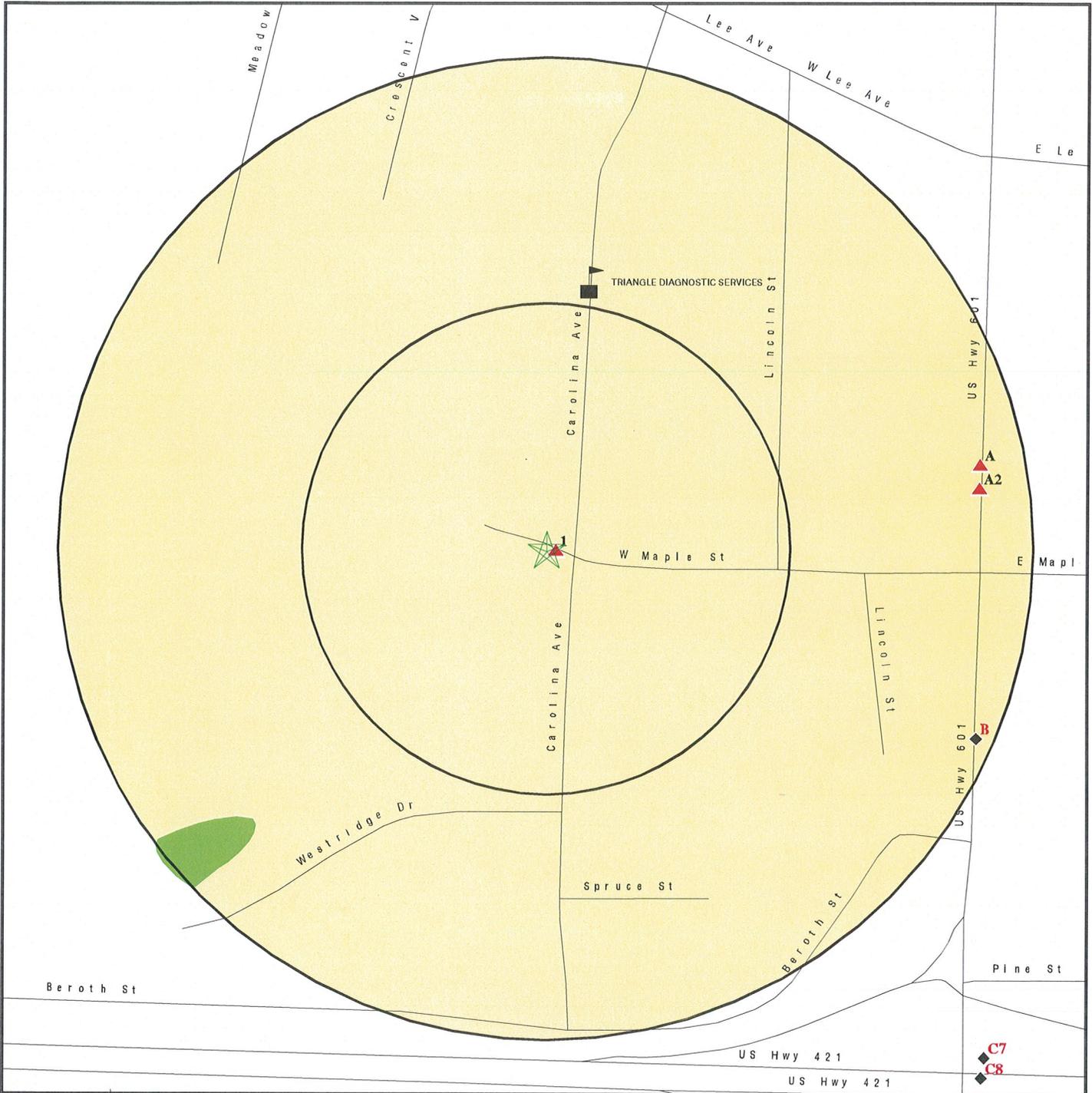
- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- ▲ Oil & Gas pipelines
- ▨ 100-year flood zone
- ▨ 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Hazardous Substance Disposal Sites

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Yadkinville
 ADDRESS: 329 West Maple Street
 Yadkinville NC 27055
 LAT/LONG: 36.1230 / 80.6640

CLIENT: AECOM
 CONTACT: Nicole Spangler
 INQUIRY #: 02971991.2r
 DATE: January 21, 2011 4:15 pm

DETAIL MAP - 02971991.2r



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites

- ☒ Indian Reservations BIA
- ⚡ Oil & Gas pipelines
- ▨ 100-year flood zone
- ▨ 500-year flood zone
- ▨ National Wetland Inventory
- ▨ State Wetlands

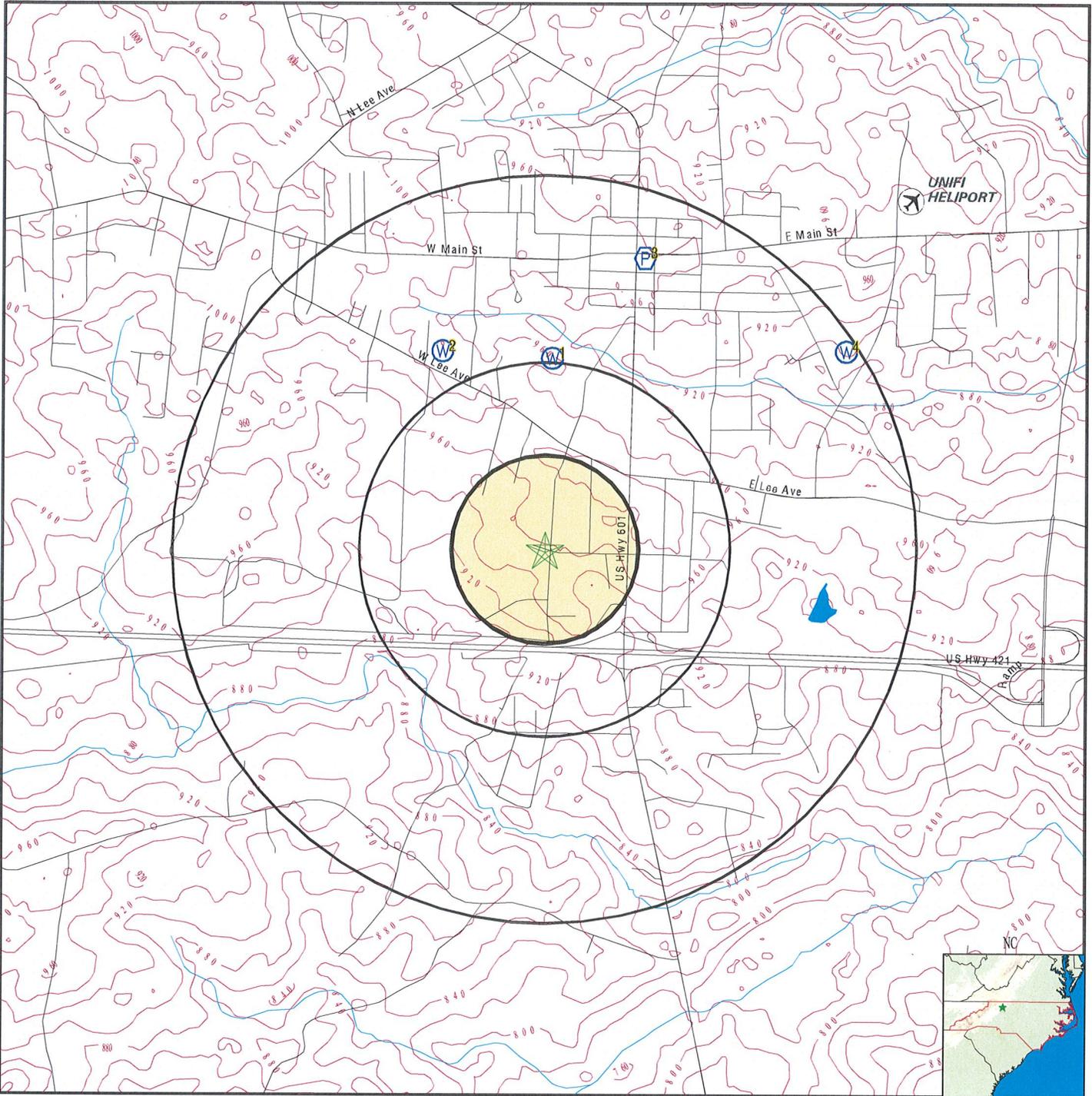
- ☒ Hazardous Substance Disposal Sites



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

<p>SITE NAME: Yadkinville ADDRESS: 329 West Maple Street Yadkinville NC 27055 LAT/LONG: 36.1230 / 80.6640</p>	<p>CLIENT: AECOM CONTACT: Nicole Spangler INQUIRY #: 02971991.2r DATE: January 21, 2011 4:15 pm</p>
--	--

PHYSICAL SETTING SOURCE MAP - 02971991.2r



County Boundary

Major Roads

Contour Lines

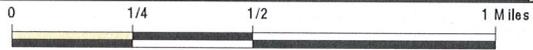
Airports

Earthquake epicenter, Richter 5 or greater

Water Wells

Public Water Supply Wells

Cluster of Multiple Icons



Groundwater Flow Direction

Indeterminate Groundwater Flow at Location

Groundwater Flow Varies at Location

Wildlife Areas

Natural Areas

Rare & Endangered Species



SITE NAME: Yadkinville
 ADDRESS: 329 West Maple Street
 Yadkinville NC 27055
 LAT/LONG: 36.1230 / 80.6640

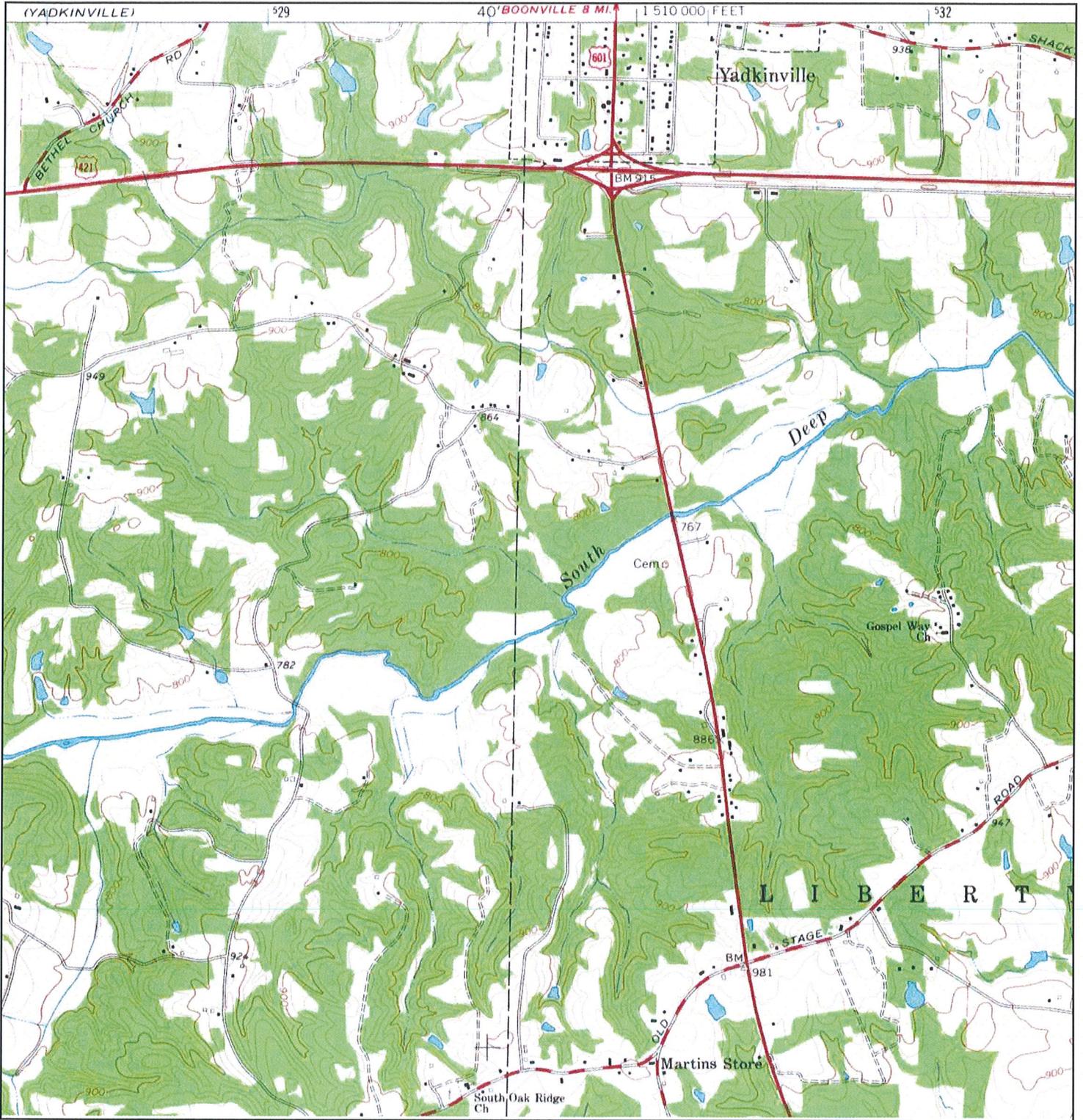
CLIENT: AECOM
 CONTACT: Nicole Spangler
 INQUIRY #: 02971991.2r
 DATE: January 21, 2011 4:16 pm

Historical Topographic Map



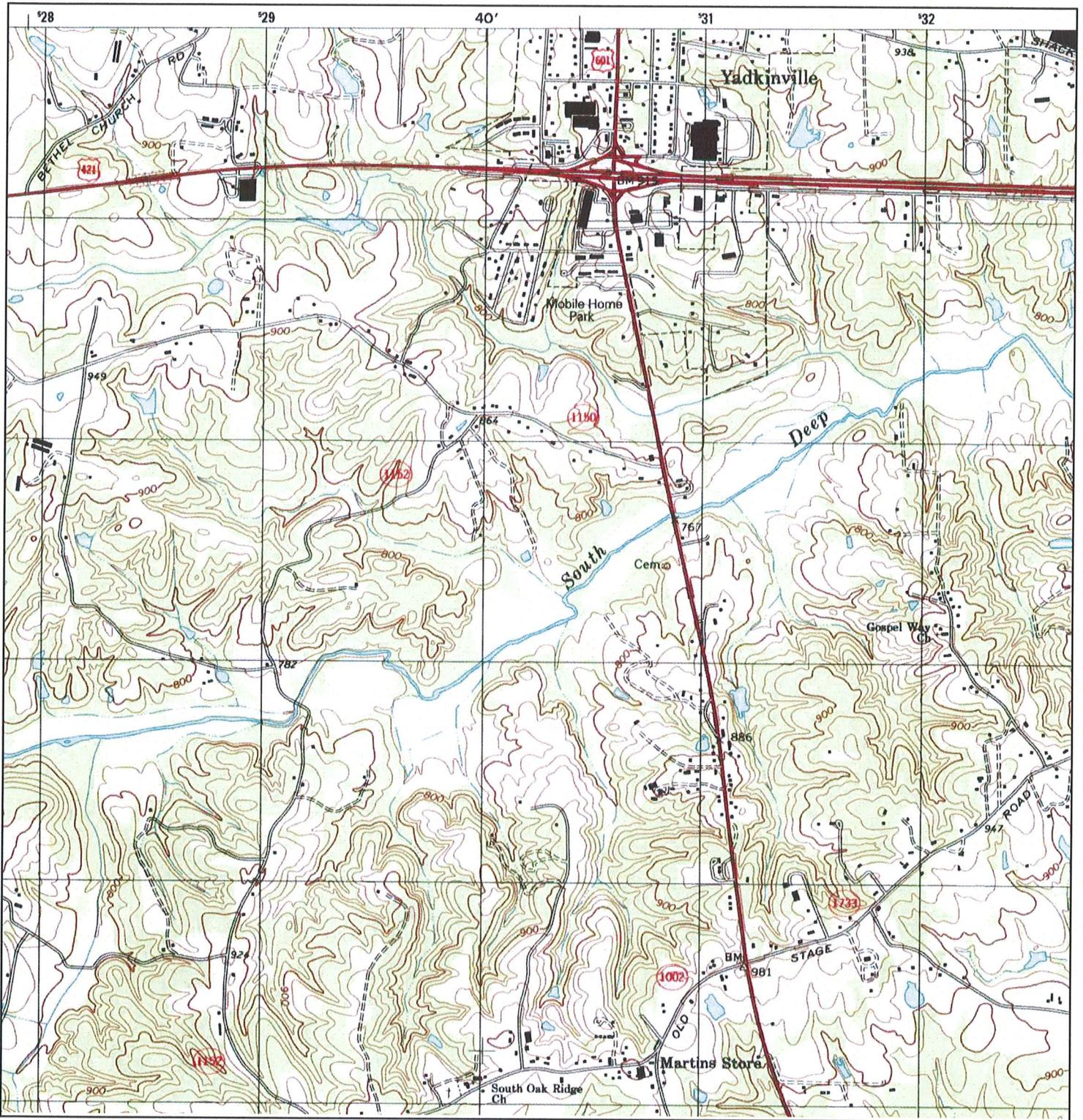
	TARGET QUAD NAME: YADKINVILLE MAP YEAR: 1893	SITE NAME: Yadkinville ADDRESS: 329 West Maple Street Yadkinville, NC 27055 LAT/LONG: 36.123 / -80.664	CLIENT: AECOM CONTACT: Nicole Spangler INQUIRY#: 2971991.4 RESEARCH DATE: 01/21/2011
	SERIES: 30 SCALE: 1:125000		

Historical Topographic Map



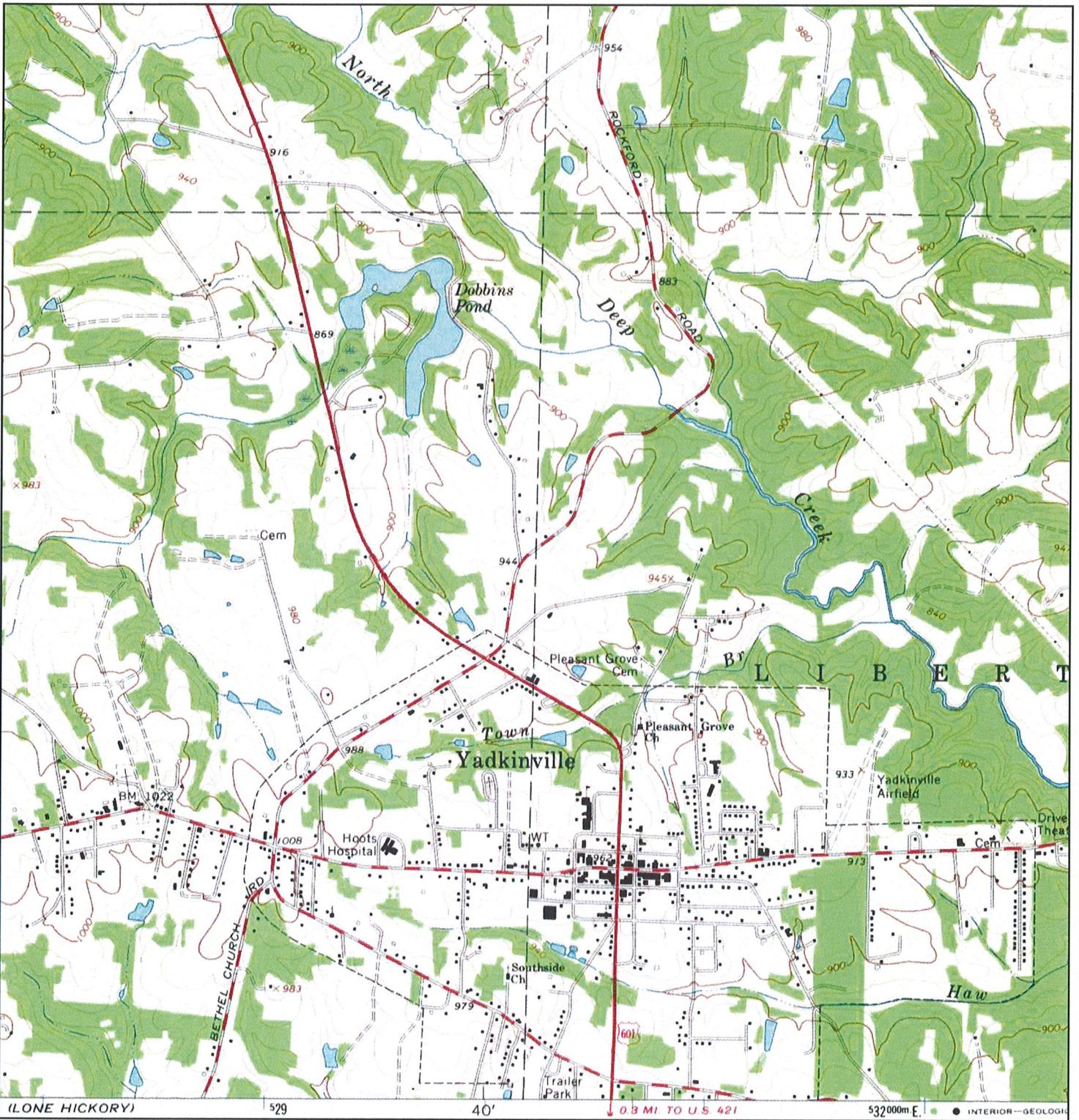
<p>N ↑</p>	TARGET QUAD	SITE NAME: Yadkinville	CLIENT: AECOM
	NAME: LONE HICKORY	ADDRESS: 329 West Maple Street Yadkinville, NC 27055	CONTACT: Nicole Spangler
	MAP YEAR: 1966	LAT/LONG: 36.123 / -80.664	INQUIRY#: 2971991.4
	SERIES: 7.5		RESEARCH DATE: 01/21/2011
	SCALE: 1:24000		

Historical Topographic Map



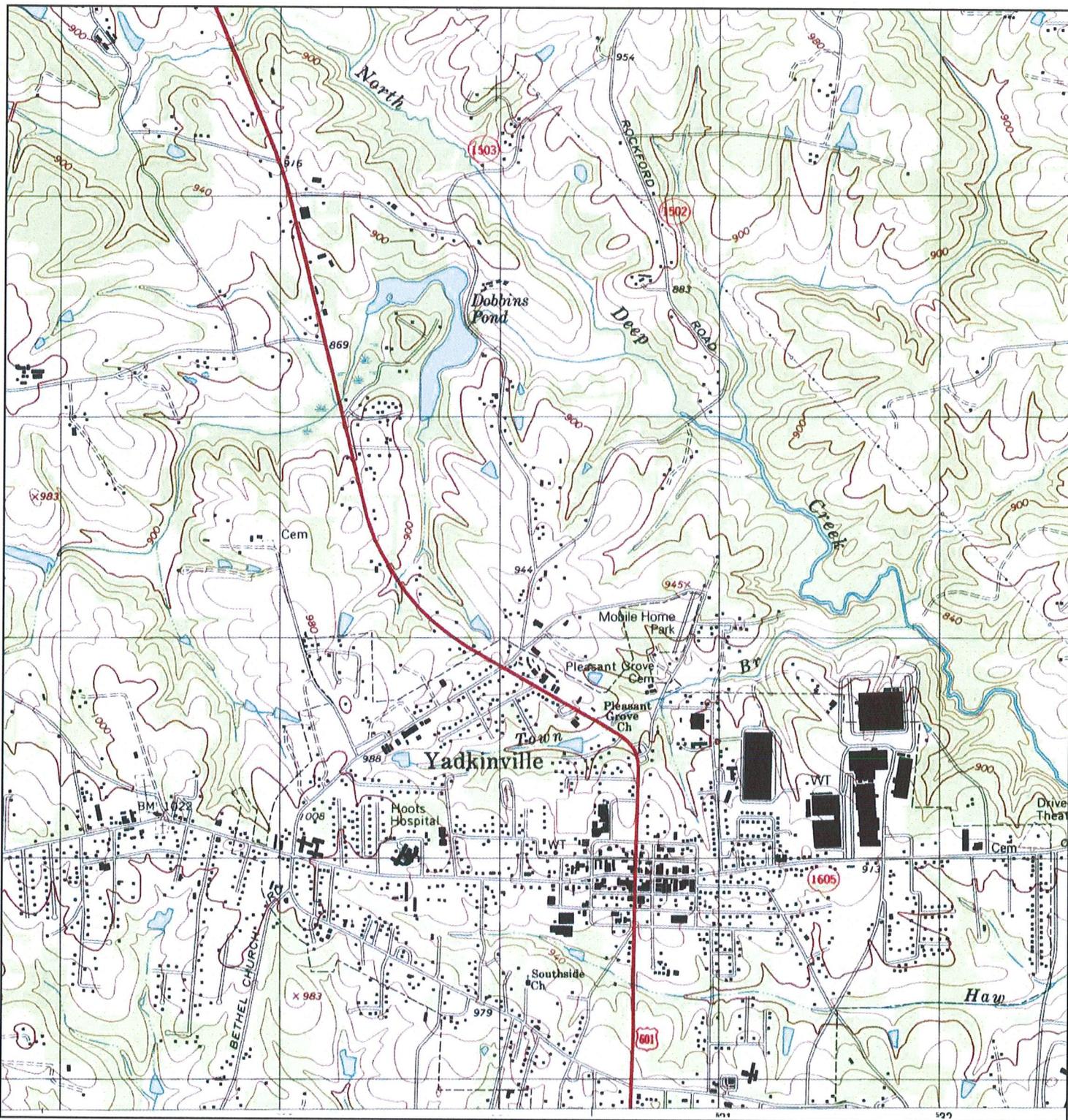
N 	TARGET QUAD	SITE NAME: Yadkinville	CLIENT: AECOM
	NAME: LONE HICKORY	ADDRESS: 329 West Maple Street	CONTACT: Nicole Spangler
	MAP YEAR: 1996	Yadkinville, NC 27055	INQUIRY#: 2971991.4
SERIES: 7.5	LAT/LONG: 36.123 / -80.664	RESEARCH DATE: 01/21/2011	
SCALE: 1:24000			

Historical Topographic Map



	ADJOINING QUAD	SITE NAME:	CLIENT:
	NAME: YADKINVILLE	Yadkinville	AECOM
	MAP YEAR: 1966	ADDRESS: 329 West Maple Street Yadkinville, NC 27055	CONTACT: Nicole Spangler
	SERIES: 7.5	LAT/LONG: 36.123 / -80.664	INQUIRY#: 2971991.4
	SCALE: 1:24000		RESEARCH DATE: 01/21/2011

Historical Topographic Map



<p>N ↑</p>	ADJOINING QUAD	SITE NAME:	Yadkinville	CLIENT:	AECOM
	NAME: YADKINVILLE	ADDRESS:	329 West Maple Street	CONTACT:	Nicole Spangler
	MAP YEAR: 1996		Yadkinville, NC 27055	INQUIRY#:	2971991.4
	SERIES: 7.5	LAT/LONG:	36.123 / -80.664	RESEARCH DATE:	01/21/2011
	SCALE: 1:24000				

SECTION 2.2: LEASE AGREEMENT



THINK GREEN®.

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF TENANT'S INTEREST IN LEASE AND LANDLORD'S CONSENT ("Assignment") is made this 15 day of FEBRUARY, 2011, between INCENDERE, INC., a Virginia corporation d/b/a American Environmental Group ("Assignor") and WM HEALTHCARE SOLUTIONS, INC. ("Assignee"), with reference to the following:

RECITALS

A. Assignor is the "Tenant" under that certain Lease by and between Assignor and V. Gary Garrison ("Landlord"), dated, October 29, 2009, (the "Lease"), concerning a certain property located at Maple Street, Yadkinville, North Carolina (the "Premises"), as more fully described in the Lease.

B. Pursuant to the Asset Purchase Agreement, dated February 14, 2011, as such may be amended, by and among Assignor, Assignee, and the Covenantors set forth therein (the "Purchase Agreement"), Assignor desires to assign to Assignee all of Assignor's right, title and interest as "Tenant" under the Lease.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignment. Effective upon closing of that certain Asset Purchase Agreement, which date shall be as set forth therein and conditioned upon the closing (the "Effective Time"), Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in, to and under the Lease.

2. Assumption. Effective as of the Effective Time, Assignee assumes Assignor's obligations under the Lease first accruing after the Effective Time (provided that such obligations do not arise as a result of a breach by Assignor or its affiliates thereof on or prior to the Effective Time or a breach of Assignor's or its affiliates' warranties, covenants and agreements under the Purchase Agreement). Except as set forth in the preceding sentence, Assignee is not assuming any obligations or liabilities under the Lease.

3. Representations. Assignor acknowledges and represents that:

(a) Attached as Exhibit A is a true, accurate and complete copy of the Lease;

(b) The Lease has been duly executed and delivered by Assignor to Landlord and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Assignor thereunder are valid and binding and there have been no further modifications, additions or assignments to the Lease or

waivers of any provisions of the Lease, written or oral and the Lease has not been modified by course of performance or otherwise.

(c) To the best of Assignor's knowledge, as of the date hereof, there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease;

(d) The Lease constitutes the entire agreement between Landlord and Assignor with respect to the Premises, and Assignor claims no rights with respect to the Premises other than as set forth in the Lease; and

(e) Except as provided in the Lease, no deposits or prepayments of rent have been made in connection with the Lease. Assignor hereby assigns to Assignee all deposits and pre-payment of rents, and Assignee shall reimburse Assignor for all such deposits and pre-payments of rent incident to the closing under the Asset Purchase Agreement.

(f) (i) Assignor is current in the payment of rent under the Lease, and rent has been paid through February 28, 2011;

(ii) The current monthly rent is \$3,750.00, plus applicable taxes, plus other amounts as contemplated in the Lease;

(iii) Landlord currently holds a transferable security deposit of \$0.00;

(iv) Future Rent Payments should be sent to Landlord at the following address:

PO BOX 655
Yadkinville NC
27055

(v) Upon the Effective Date, notices to Assignee should be sent to the following:

Waste Management, Inc.
720 East Butterfield Road
Lombard, IL 60148
Attn: Vice President – Real Estate
(Facsimile) (630) 268-9521

4. Attorney's Fees. In the event any dispute between the parties hereto should result in litigation with respect to the Lease or this Assignment, the prevailing

party shall be reimbursed for all reasonable costs in connection therewith, including, but not limited to, reasonable attorney's fees.

5. Successors & Assigns. The terms of this Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors and assigns.

6. Governance. This Assignment shall be governed and construed in accordance with the laws of the state in which the Premises is located.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first above written.

ASSIGNOR:

INCENDERE, INC.,
a Virginia corporation

By: D. C. Schauback

Name: DWIGHT C SCHAUBACK

Its: CHAIRMAN OF THE BOARD

ASSIGNEE:

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]

Name: BILL BINGHAM

Its: VP

North Carolina
Yadkin County

This lease made and entered into this the 29 day of oct, 2009 by and between V. Gray Garrison, Yadkinville, Yadkin County, North Carolina, hereinafter called the lessor and BAY DISFRANCHISES INC. (S) of 465 E Indian River Rd County, Norfolk, VA. 23320 hereinafter called the lessee.

WITNESSETH:

That in consideration of the agreements and covenants hereinafter set forth to be done hereby demise and lease unto lessee a certain parcel of realty, together with building and other improvements thereon situated, lying and being in Yadkin County, North Carolina, and being more particularly described as follows:

BEING that tract or parcel of land located in Town of Yadkinville, NC, bounded on North by Maple Street, on the East by J.F. Garrison & Son, on the South by West Ridge Condos and on the West by Rayco.

LEASED space will consist of 12500 square feet of building with paved area of lot as described ABOVE.

To have and to hold said realty and premises, together with all privileges and appurtenances thereunto belong, to said lessee and their heirs for the term and upon the conditions hereinafter set forth:

1. TERM. This lease shall begin as the date thereof and unless sooner terminated as herein provided shall exist and continue for a period of 60 months with (2) 24 month option, said lease terminating on the last day of NOVEMBER, 2014.
2. RENT. As rental for the said premises lessee shall pay to lessor the sum of sum of Three Thousand Seven Hundred and Fifty Dollars (\$ 3750.00) per month, on or before the first day of each calendar month, and lessee covenants to pay the first month's rent and the last month's rent in the aforesaid amount on the date of execution hereof. A One Hundred (\$100.00) dollar late charge will be charged on all rents paid after the tenth (10th) day of the month in which it was due.
3. TAXES. During the term of this lease, lessor shall pay all taxes and assessments imposed on the demised by any lawful authority, but lessee shall pay all taxes imposed on the business operated by him in the demised premises.
4. UTILITIES. During the term of this lease, lessee shall provide and pay for all utilities.
5. REPAIRS. Lessor covenants that during the term of this lease they will in the matter of keeping in repair the building on demised premises, do the following things:

(a). Keep the exterior walls and roof of said building in proper and substantial repair. Lessor will maintain heat pump and keep in good working condition and parking area.

(b). Landscaping maintenance shall be lessees responsibility.

6. LESSEE shall maintain building and property clean of any environmental toxics or hazardous material. In the event the lessee vacates the property, the lessee shall be responsible for any and all environmental issues.

7. DAMAGE OR DESTRUCTION BY FIRE. Should the building upon the demised premises be destroyed or rendered unfit for the use by fire or other casualty, this lease shall thereupon terminate. Lessor will maintain hazard insurance on the building, lessee will insure inside contents and liability.

8. ASSIGNMENT AND SUBLETTING. Lessee shall have the right to assign this lease or sublet any part of the demised premises for any lawful use, but such assignment or subletting shall in no way relieve the lessee from the obligation to pay rentals herein provided and to do and perform all other things herein agreed to be done by him. ALL SUBLEASES MUST BE APPROVED BY LESSOR.

9. COVENANT. Lessors do hereby covenant with lessee, that subject to the terms and conditions herein set forth, lessee shall have and enjoy said premises during the term herein provided for, free from the adverse claims of any and all other persons.

10. ALTERATIONS. All alterations or additions to premises must have approval of lessor prior to any such alterations or additions.

11. SIGNS. Signs shall be mounted on the front of building or must conform to sign specifications of lessors.

12. FORFEITURE FOR NON-COMPLIANCE. It is expressly agreed that if lessee shall neglect to make any payment of rent when due or neglect to make any payment of rent when due or neglect to do and perform any matter or thing therein agreed to be done and performed by him and shall remain in default for a period of fifteen (15) days after written notice from lessor calling attention to such default, lessor may declare this lease terminated and cancelled and take possession of said premises without prejudice to any other legal remedy he may have on account of such default. Said notice may be given to the person at such time in charge of said premises or sent by registered mail to lessee at the following address:

13. BENEFIT OF AND BINDING UPON. This lease shall inure to the benefit of and be binding upon all parties hereto, their heirs, executors, administrators and assigns.

IN TESTIMONY THEREOF lessors and lessee have executed this lease in duplicate originals, one of which is to be retained by each of the parties.

[Signature]
V. Gray Garrison

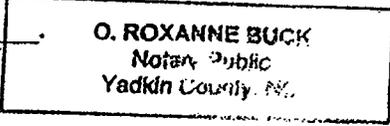
Yadkin County
North Carolina

I, O. Roxanne Buck, a Notary Public for said County and State, do hereby certify that V. Gray Garrison personally appeared before me on this day and acknowledged the due of execution of the foregoing instrument.

Witness my hand and official seal, this the 29 day of October, 2009.

[Signature]
Notary Public

My commission expires March 7, 2011.



James D. Schaubach _____, Title president

_____, Title

_____, Title

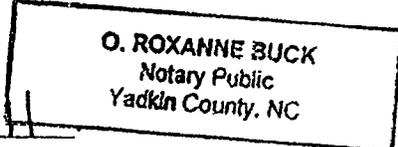
Yadkin County
North Carolina

I, O. Roxanne Buck, a Notary Public for said County and State, do hereby certify that James D. Schaubach appeared before me on this day and acknowledged the due of execution of the foregoing instrument.

Witness my hand and official seal, this the 29 day of October, 2009.

[Signature]
Notary Public

My commission expires March 7, 2011.



LANDLORD'S CONSENT & AMENDMENT

Landlord hereby consents to the assignment of the Lease by Incendere, Inc., a Virginia corporation d/b/a American Environmental Group ("Assignor") to WM Healthcare Solutions, Inc. ("Assignee"), as set forth in the attached Assignment. Landlord acknowledges and represents that (i) attached as Exhibit A to the Assignment is a true, correct and complete copy of the Lease, as amended (the "Lease") (ii) the Lease contains all of the understandings and agreements between Landlord and Assignor with respect to the Premises, (iii) the Lease is in full force and effect and has not been further amended, modified or supplemented, (iv) there exists no breach or default under the Lease or no event which, with the giving of notice or the passage of time, or both, would constitute a breach or default under the Lease, and (v) the Assignee is not assuming and shall not otherwise be responsible for any obligations or liabilities under the Lease, except as set forth in Section 2 of the Assignment.

Landlord further acknowledges that Assignor has discharged all of its obligations under the Lease with respect to the time period up to the Effective Time of the Closing under the Asset Purchase Agreement, including the payment of all rent due under the Lease for such time, and Landlord accordingly hereby discharges and releases Assignor from any and all obligations it has under the Lease. Landlord agrees that it will now hold the security deposit on behalf of Assignee in accordance with the terms of the attached Assignment.

Landlord and Assignee agree that Section 6 of the Lease is hereby deleted in its entirety and amended to read "Lessee shall maintain the building and property during the term of this Lease. Lessee shall be responsible for any violation of environmental laws caused by the actions or activities of Lessee during the term of this Lease related to the leased premises from and after the date hereof whether discovered during the Lease or after the expiration of the Lease."

Landlord acknowledges that Assignee is relying upon the matters set forth herein in taking assignment of the Lease and assuming obligations thereunder.

The signatory hereto has authority to bind the Landlord.

Consented to this 15 day of FEB, 2011.

LANDLORD:

By: 
V. GARY GARRISON

LANDLORD'S ESTOPPEL CERTIFICATE

WM Healthcare Solutions, Inc.
c/o Vice President of Real Estate
Waste Management, Inc.
720 East Butterfield Road
Lombard, IL 60148
(Facsimile) (630) 268-9521

LEASED PREMISES: Maple Street, Yadkinville
North Carolina

Be advised that Incendere, Inc. is Tenant in the subject property pursuant to that certain Lease dated, October 29, 2009, (the "Lease") between Landlord, V. Gary Garrison and Tenant, for the term commencing October 29, 2009 and terminating November 14, 2014.

Landlord hereby certifies to Assignee as follows:

1. The attached Lease represents the entire lease, and no further amendments or assignments to the Lease have been executed, except as follows: None (Please attached a copy of any subsequent amendments, assignments to the Lease);
2. Acreage of Leased Premises is approximately 3.1 acres, plus or minus; Square Feet of Building Usable/Rentable Area: approximately 12,500 square feet, plus or minus;
3. Building located on Leased Premises is constructed of metal-concrete (metal, wood, concrete, etc.), was built 2005_(date), and is a 1 story building (number of floors);
4. Rent in the sum of \$3,750.00 per month is paid currently through February 28, 2011.;
5. Tenant is not in default of rent payments;
6. The Lease is in full force and effect, and neither Landlord nor Tenant is in default of any other covenants of the Lease;
7. A transferable Security Deposit of \$ 0.00 is held by Landlord;

8. Tenant has an option to renew the Lease for two additional 24 month terms at a rent set forth herein;
9. Tenant does not pay any real estate taxes or assessments on the Leased Premises; Tax Identification Number for Leased Premises is 129339 REFNO;
10. Landlord, or Tenant is responsible for Fire & Casualty Insurance under the Lease;
11. The Leased Premises secures a mortgage or trust deed in the principal amount of \$ _____ NA _____, to _____ NA _____, which is due and payable in full on _____ NA _____, and said indebtedness is not delinquent;
12. To Landlord's knowledge, (a) the Leased Premises comply with all applicable laws; (b) there are no structural or mechanical defects in the Leased Premises; (c) all improvements constructed on the Leased Premises by Landlord have been completed and any construction costs have been paid in full.
13. To Landlord's knowledge, no claim, controversy, dispute, quarrel or disagreements exist between Landlord and Tenant.

Dated: 2-15-2011

LANDLORD:



V. GARY GARRISON

Title: Owner

SECTION 3: OPERATIONS PLAN

(Attached)



THINK GREEN®.

OPERATIONS PLAN

WM Healthcare Solutions, Inc.

329 West Maple Street

Yadkinville, Yadkin County

North Carolina, 27055

May 2012

Prepared by

WM Healthcare Solutions, Inc.

1001 Fannin Ste 4000

Houston, Texas 77002

www.wm.com



THINK GREEN®

TABLE OF CONTENTS

- 3.1 General description
- 3.2 Acceptable Wastes
- 3.3 Service area
- 3.4 Quantity of waste managed
- 3.5 Site security & access control
- 3.6 Signage
- 3.7 Facilities to which untreated wastes is shipped
- 3.8 Operations of the Processing Facility
- 3.9 Equipment at the facility
- 3.10 Storage of material
- 3.11 Staffing
- 3.12 Surface water control
- 3.13 Approval of discharge by Town of Yadkinville
- 3.14 Maintenance of facility in sanitary condition
- 3.15 Litter and dust control
- 3.16 Fire prevention
- 3.17 Recordkeeping
- 3.18 Contingency planning



HEALTHCARE SOLUTIONS

SECTION 3.1 *GENERAL DESCRIPTIONS*

The facility operates in accordance with the rules and regulations set forth by the North Carolina Division of Waste Management and the Town of Yadkinville. The facility was engineered constructed and permitted for regulated medical waste treatment, transfer of medical and solid waste for appropriate treatment off site, and for handling reusable sharps containers.

The plant can operate 24-hrs a day, seven days a week. Office hours will be Monday through Friday from 8:00 AM to 4:00 PM.

SECTION 3.2 *ACCEPTABLE WASTES*

The facility accepts medical wastes defined by NCGS 130A-290(a)(17a) "Medical waste" means any solid waste which is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include any hazardous waste identified or listed pursuant to this Article, radioactive waste, household waste as defined in 40 Code of Federal Regulations 261.4(b)(1) in effect on 1 July 1989, or those substances excluded from the definition of "solid waste" in this section.

The facility also accepts and manages garbage's as specified in 7CFR 330.400 Subpart Garbage and 9CFR 94.5 Regulations of certain garbage. Regulated garbage requirements are certified and enforced by the US Department of Agriculture's (USDA) Animal and Plant Health inspection Services (APHIS) and the US Department of Homeland Security's, US Customs and border Patrol (CBP).

**The USDA Certification Agreement is included in the Ops plan.*

Haulers of waste to the facility have US Department of transportation (DOT) manifests signed by generators attesting that the waste is non-hazardous and packaged properly per DOT and state regulations. The facility does not accept hazardous or liquid waste.

SECTION 3.3: *SERVICE AREA*

The facility will be processing waste from Maryland, New York, New Jersey, North Carolina, Pennsylvania, Washington D.C., Virginia, Rhode Island and South Carolina.

SECTION 3.4: *QUANTITY OF WASTE MANAGED*

The facility can operate 365 days per year at a capacity of 84 tons of waste per 24-hour period.



THINK GREEN®

HEALTHCARE SOLUTIONS

SECTION 3.5: SITE SECURITY AND ACCESS CONTROL

The building and associated property are monitored by one high-definition light amplification camera with the capacity to record and store 24-hours footage per day. Additionally buildings are secured by access-controlled doors and motion sensors.

SECTION 3.6: SIGNAGE

Signage is posted at the entrance displaying the facility name, type of waste accepted/permitted, operating hours, and emergency contact numbers as follows:

Name: WM Healthcare Solutions, Inc.

MEDICAL WASTE TREATMENT FACILITY

Acceptable Waste Streams: Infection Waste/RMW, Pathological waste, Chemotherapeutic Waste and Sharps

Office Hours: M-F 8 AM to 4 PM

Emergency Contact #:

Howard Davenport
hdavenpo@wm.com
(252) 797-3849 office
(252) 217-0051 mobile

SECTION 3.7: ALTERNATE FACILITY FOR UNTREATED MEDICAL WASTE

Medical waste that cannot be treated at the Yadkinville facility will be transported to a WM Healthcare Solutions, Inc. processing facility located at 318 Bell Park Dr. Woodstock GA, (Avalon South LLC) permit number: 028-042P or an approved third-party vendor.



HEALTHCARE SOLUTIONS

SECTION 3.8: OPERATIONS

Regulated medical waste is transported to the facility in trucks and/or trailers by WMHS employees or by other licensed transporters. All waste is shipped in approved corrugated boxes, reusable containers and /or disposable containers that meet DOT requirements. The trucks and trailers back to the loading dock and the drivers come into the scale area with their manifests. The medical waste containers are off loaded at the dock by hand truck, forklift or conveyors or by rolling them off if, the container has wheels (such as sharps transporters and large reusable plastic containers) by employees.

Trained WMHS employees off load medical waste containers at the facility weighing each and the weight recorded on the accompanying manifest.

The waste containers are inspected and sorted as treatable and untreatable waste. The untreatable or bypass waste is loaded onto trailer positioned at the bay door for delivery to an approved site that can treat the bypass waste. A minimum of two trailers will be used in this bypass waste system so as not to violate the 7 days waste storage requirement. See 3.8 and 3.11.

Untreated waste is then placed in the autoclave treatment carts positioned at the dock edge and conveyed across the plant floor to the autoclave unit for processing. The reusable medical waste containers left in the dock are now empty and can be taken to the wash area for cleaning with an approved solution such as **Clorox Bleach EPA Reg#: 5813-1** (EPA List B- approved disinfectant). The containers are inspected for damage and sent for repairs if necessary. They are then positioned on the dock as units ready for outbound trucks.

Five autoclave carts filled with treatable medical waste are loaded onto the hydraulic lift that automatically rolls the carts to the sterilizer tube. The door is closed, the prescribed temperature and time are keyed and the unit is activated. At the end of the cycle, the door is open, the hydraulic ramp is raised, and the rear of the tube is raised to roll the five carts out. The ramp is lowered to the floor level and the treated carts are rolled off the ramp.

The treated waste contained in the autoclave carts is transferred to the compactor vessel utilizing a hydraulic dumper for shipment to East Carolina Environmental Regional Landfill located in Aulander, NC and operates under permit number 08-03, or an alternate state approved landfill. The carts are then wheeled back to the dock where they are refilled with untreated waste and the sterilization process is repeated.



HEALTHCARE SOLUTIONS

SECTION 3.9: EQUIPMENT AT THE FACILITY

Two R.E Baker Autoclaves – Combined processing capacity = 84tons/day

Minimum operating temperature = 250⁰F @15psi for 45mins

The sterilization units are electronically controlled and utilize paper recorded that record cycle time and temperature to demonstrate treatment efficacy.

Two boilers and associated carts and hand tools are installed and in operation at the facility. These pieces of equipment have been inspected and approved by the State of North Carolina and the Manufacturer. Applicable permits and certification of inspection from the State and Manufacturer for the pressure vessel are available on site. These vessels are inspected annually.

Maintenance of the equipment will follow the maintenance inspection frequency, service; replacement of parts and other requirements recommended by the manufacturer of the key equipment and verified using inspection sheets. Inspections will be on a daily, weekly, monthly or other schedule as recommended. Visual inspection of all equipment will be performed daily to insure proper working conditions. Any equipment repair or maintenance will be completed when inspected or on a schedule. Non-repairable equipment will be replaced. A schedule of maintenance requirement will be posted at the plant and the tasks will be part of the training of employees.

SECTION 3.10: STORAGE OF MATERIAL

Materials waiting to be processed will be stored in enclosed containers. No material will be stored for more than 7 days without refrigeration. All regulated medical waste materials are processed under dated manifests that show date picked up from generator, date delivered, and date processed at plant. The maximum amount of stored waste material is 168,000 pounds or 24-hour of processing. Each autoclave can process approximately 3500 pounds per hour with a total of 7000 pounds (both autoclaves) per hour. This equates to 5600 pounds per 8 hrs shift and 168,000 pounds for 3 shifts in a 24 hours period if plant operates at full scale.



HEALTHCARE SOLUTIONS

SECTION 3.11: STAFFING

Shift staffing may include two (2) dockworkers and two (2) Autoclave operators. There will be a shift manager on-site during normal business hours. The manufacturer's operating manual will be kept on site and filed in the plant manager's office for reference. All employees will receive proper training as prescribed by the manual based on their respective job descriptions, safety procedures and practice, operations, maintenance, OSHA rules, including lock out tag out, blood borne pathogens, and tune-up and equipment maintenance.

Autoclave operators must undergo specific trainings including:

USDA compliance

Blood borne pathogens

Forklift Operations

Boiler Operation

Steam sterilization

Standard OSHA training

SECTION 3.12: SURFACE WATER CONTROL

No storm water permit is required.

SECTION 3.13: APPROVAL OF DISCHARGE BY TOWN OF YADKINVILLE

An industrial wastewater permit is not required for this operation. WMHS staff is working with the Town of Yadkinville to obtain a letter of agreement. Once received, the documentation will be forwarded to NCDENR.

SECTION 3.14: MAINTENANCE OF FACILITY IN SANITARY CONDITIONS

Shift cleanup includes sweeping and washing waste processing and storage areas of the facility with the use of EPA list-B approved disinfectant.



HEALTHCARE SOLUTIONS

SECTION 3.15: LITTER AND DUST CONTROL

WMHS staff will monitor the grounds of the facility daily. All transfer of open waste will be performed inside the building avoiding the escape of any flying debris.

SECTION 3.16: FIRE PREVENTION

The facility is equipped with a fire detection system, monitored 24hours a day from an offsite location. The Town of Yadkinville Fire Department is responsible for the area the facility is located. They have been provided with a key and access/alarm codes to the facility.

SECTION 3.17: RECORD KEEPING

Records of all process regulated medical waste are properly maintained in accord with the applicable rules and regulations of the state and Federal Agencies with jurisdiction over the facility. Permit copies, operation plan, SOP's and site drawings are maintained at the facility at all times.

Records of regulated medical waste shall be maintained for each shipment and kept for a minimum of three years. This information will include; name and address of generator, date waste was received, amount of waste received per generator, date treated and the name and address of final disposal facility. Chart recorder wheels showing time and temperature for each of the sterilizer cycles shall be maintained at the facility for three years. A log of each test for effectiveness of treatment performed weekly shall be maintained and shall include the type of indicator used, date, time and results of test. This test information shall be maintained at the facility for three years. An annual report on a form prescribed and approved by the division will be generated showing tonnage received at the facility by month and by county.

SECTION 3.18: CONTINGENCY PLAN

WM Healthcare Solutions, Inc. has other permitted treatment facilities capable of backing up the Yadkinville facility in an event such need should occur. The processing systems at the facility are built independent from each other to prevent a total short down of the plant because of a malfunction. The boilers are powered by with natural gas or diesel.



THINK GREEN.®

HEALTHCARE SOLUTIONS

In the unlikely event of a spill, the WMHS SOP's are posted at the dock and sterilizer and in the trucks. Noise and odors will be minimized and possibly eliminated by implementing measures to by piping the autoclave steam release down into the below ground expansion tanks. Additionally, once the waste arrives at the dock, it is processed with no delay. There is also a quarterly monitored vermin control box in place onsite to keep away rodent.

The facility had devised additional contingency related to items such as a Trigger Point, Post Shutdown Inspection and an attempt to harvest Useable Items from the waste stream.

The Trigger Point is based on an amount of waste backlogged at the plant after a full day of processing. WMHS trigger point is 110% of its daily throughput of 84 tons or 184,400 pounds. When this trigger point is met, waste must be diverted from WMHS Yadkinville, to an alternate processing facility until the amount of waste onsite is below the trigger point.

A representative from NCDENR's Division of Waste Management will be notified of any plant shutdown, other than in the normal course of business or any major repair or similar event. Prior to re-opening, a representative from NCDENR's Division of Waste Management will be given the opportunity to perform a Pre-Operation Inspection.

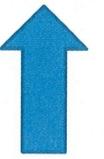
To the extent possible, WMHS, its haulers and generators will attempt to work together to identify and cull any unused medical supplies from the waste stream for future use by designated entities. Liability, de-labeling and logistics will be handled on a case-by-case basis.



SECTION 4: FACILITY DRAWINGS



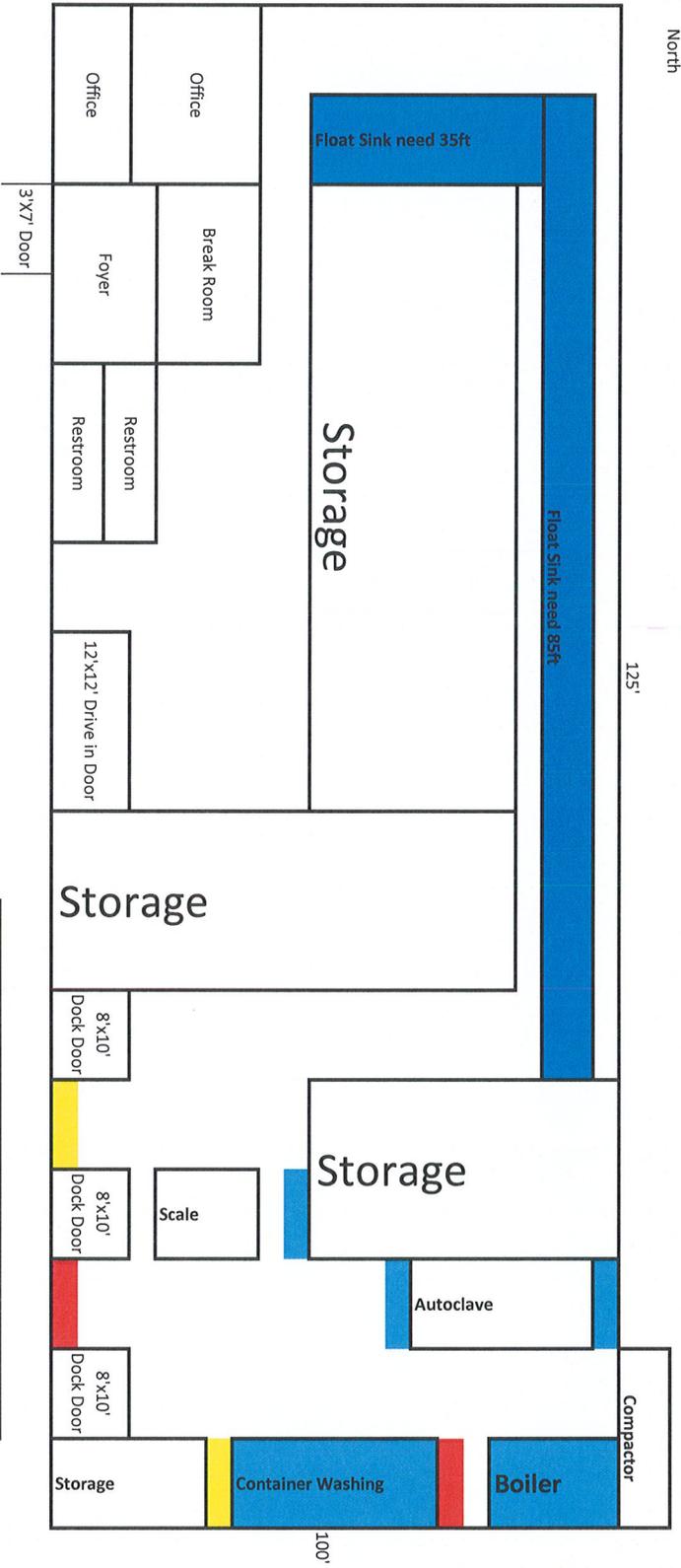
THINK GREEN®.



North

Yadkinville Facility - Proposed Floorplan

125'



100'

	Emergency Showers & Eyewash Stations
	Spill Kits Locations
	Drainage (All drains should be connected)



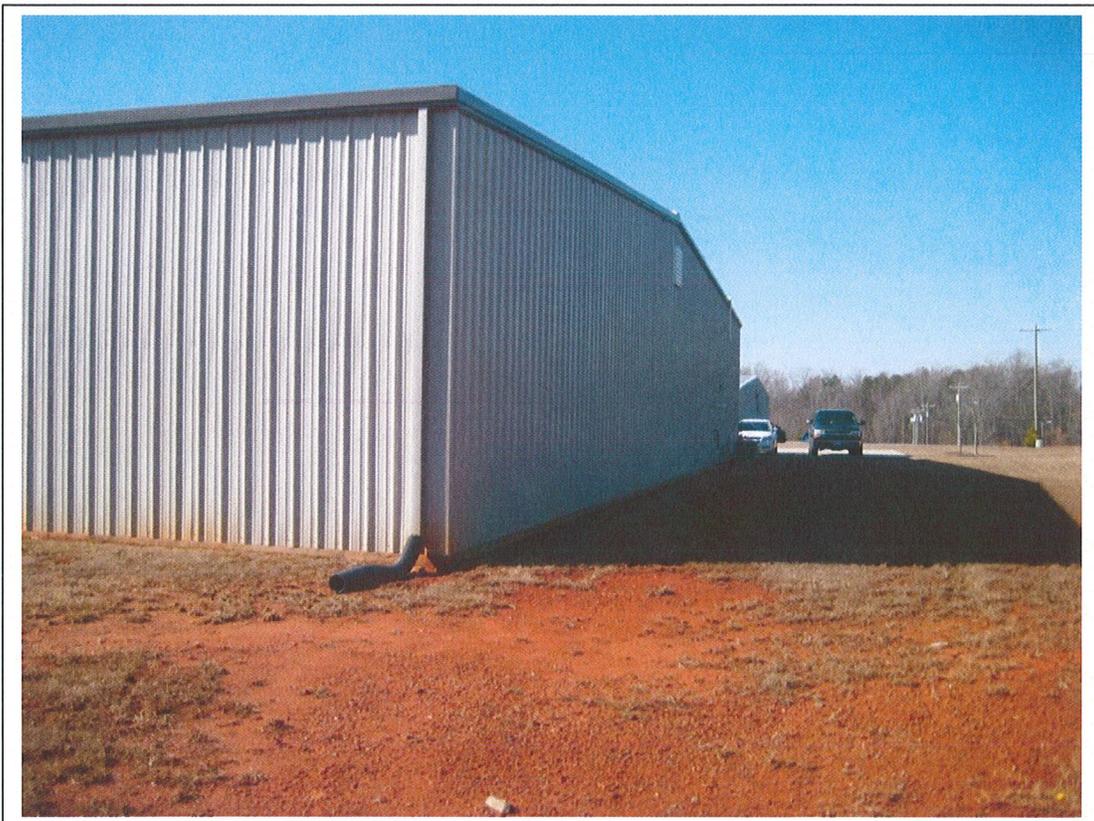
1. Entrance of the building, looking east



2. Bay doors on the west side of the building



3. South side of the building, from the brush line



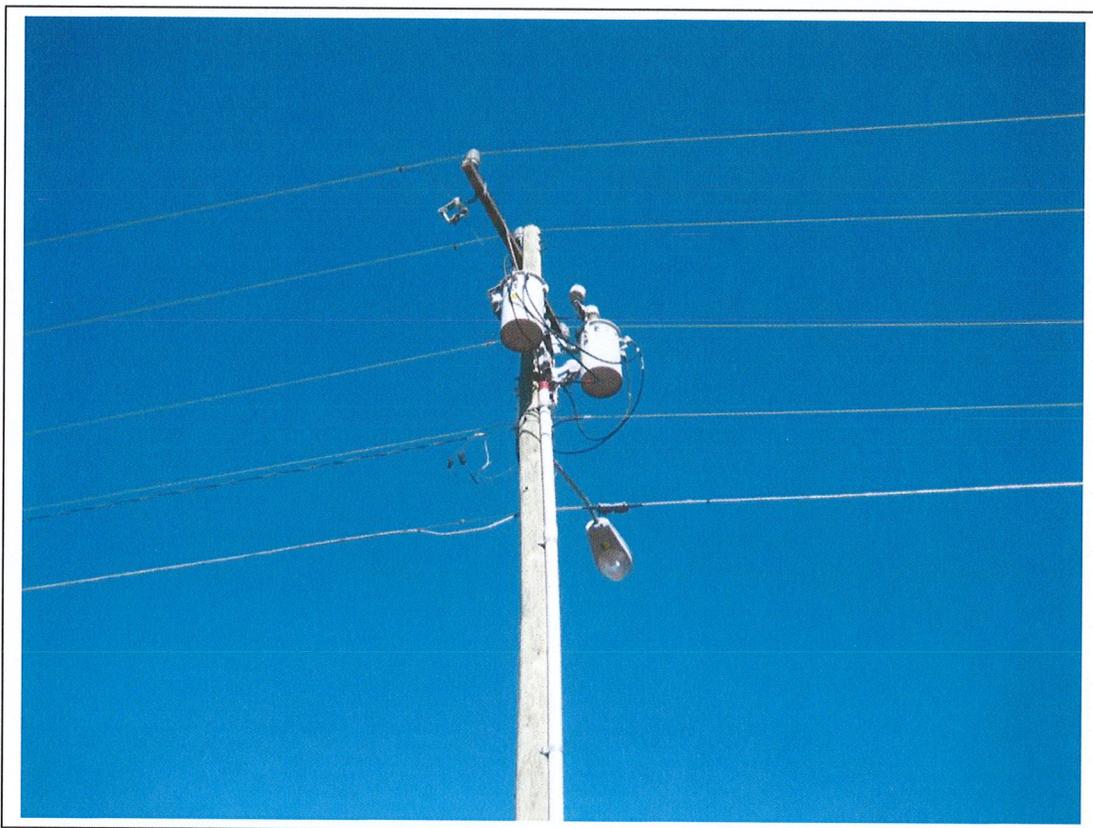
4. North side of the building, looking west

PHOTO LOG

Yadkinville, North Carolina



5. North side of the building (street side)



6. Pole-mounted transformers, north side of the building (street side)

SECTION 5: FINANCIAL ASSURANCE



THINK GREEN®.

CLOSURE COST ESTIMATE WORKSHEET FOR MEDICAL WASTE PROCESSOR

OWNER: WM Healthcare Solutions, Inc.

PERMIT NO. _____

YEAR: 2013

AREA: 3.1 ACRE

CONVERSION FACTOR : 2000 LBS/TC

ITEM	UNIT COST	UNITS	QUANTITY	COST	SUBTOTALS
Cost to load and haul maximum waste stockpile allowed by the approved facility operating plan*	\$245.97	TON	20	\$4,919.40	\$4,920.00
Cost to dispose maximum waste stockpile**	\$513.50	TON	20	\$10,270.00	\$10,270.00
Cost to load and haul maximum processed waste stockpile allowed by the approved facility operating plan*	\$30.55	TON	20	\$611.00	\$611.00
Cost to dispose maximum processed waste stockpile**	\$20.29	TON	20	\$405.80	\$406.00
Cost to clean and disinfect building	\$10,050	LUMP SUM	1	\$10,050.00	\$10,050.00
Subtotal					\$26,257.00
Administration & Contingency (Subtotal X 10%)					\$2,626.00
Misc. Costs					\$0.00
Total Current Closure Costs					\$ 28,883.00

Julie Lewis

713-265-1662

Contact Name (Print)

Phone

*Cost to load and haul should reflect the third party costs for your area to load and haul the quantity of material on site
 **Disposal unit costs should reflect the disposal cost at the closest landfill or transfer station.

SECTION 6: SIGNATURE PAGES

(Attached)



THINK GREEN®.



North Carolina Department of Environment and Natural Resources
Division of Waste Management

Beverly Eaves Perdue
Governor

Dexter R. Matthews
Director

Dee Freeman
Secretary

Signature page of applicant –

Name of facility WMHS - Yadkinville NC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision and that the information provided in this application is true, accurate, and complete to the best of my knowledge.

I understand that North Carolina General Statute 130A-22 provides for administrative penalties of up to fifteen thousand dollars (\$15,000.00) per day per each violation of the Solid Waste Management Rules. I further understand that the Solid Waste Management Rules may be revised or amended in the future and that the facility siting and operations of this solid waste management facility will be required to comply with all such revisions or amendments.


Signature

Rick Kanja
Print Name

12-10-12
Date

Director of Operations
Title

WMHS
Business or organization name

Certification by Land Owner (if different from Applicant):

I hereby certify that I have read and understand the application submitted by _____ for a permit to operate a solid waste management facility on land owned by the undersigned located at (address) _____; (city) _____, NC, in _____ County, and described in Deed Book and Page(s) _____.

I specifically grant permission for the proposed solid waste management facility planned for operation within the confines of the land, as indicated in the permit application. I understand that any permit will be issued in the names of both the operator and the owner of the facility/property. I acknowledge that ownership of land on which a solid waste management facility is located may subject me to cleanup of said property in the event that the operator defaults as well as to liability under the federal Comprehensive Environmental Responsibility, Compensation and Liability Act ("CERCLA"). Without accepting any fault or liability, I recognize that ownership of land on which a solid waste management facility is located may subject me to claims from persons who may be harmed in their persons or property caused by the solid waste management facility.

I am informed that North Carolina General Statute 130A-22 provides for administrative penalties of up to fifteen thousand dollars (\$15,000) per day per each violation of the Solid Waste Management Rules. I understand that the Solid Waste Management Rules may be revised or amended in the future, and that the siting and operation of the facility will be required to comply with any such revisions or amendments.

Signature

Date

Print name

NORTH CAROLINA

_____ County

I, _____, Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20__.

(Official Seal)

Notary Public

My commission expires _____.

Certification by Land Owner (if different from Applicant):

I hereby certify that I have read and understand the application submitted by

_____ for a permit to operate a solid waste management facility on land owned by the undersigned located at (address) _____; (city) _____, NC, in _____ County, and described in Deed Book and Page(s) _____.

I specifically grant permission for the proposed solid waste management facility planned for operation within the confines of the land, as indicated in the permit application. I understand that any permit will be issued in the names of both the operator and the owner of the facility/property. I acknowledge that ownership of land on which a solid waste management facility is located may subject me to cleanup of said property in the event that the operator defaults as well as to liability under the federal Comprehensive Environmental Responsibility, Compensation and Liability Act ("CERCLA"). Without accepting any fault or liability, I recognize that ownership of land on which a solid waste management facility is located may subject me to claims from persons who may be harmed in their persons or property caused by the solid waste management facility.

I am informed that North Carolina General Statute 130A-22 provides for administrative penalties of up to fifteen thousand dollars (\$15,000) per day per each violation of the Solid Waste Management Rules. I understand that the Solid Waste Management Rules may be revised or amended in the future, and that the siting and operation of the facility will be required to comply with any such revisions or amendments.

Signature

Date

Print name

NORTH CAROLINA

_____ County

I, _____, Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20__.

(Official Seal)

Notary Public

My commission expires _____.

SECTION 7: Town of Yadkinville – Wastewater Discharge Permit

(Attached)



THINK GREEN®.



TOWN OF YADKINVILLE

"A TOWN IN PROGRESS"

April 3, 2013

Julie Lewis

Compliance Manager

HealthCare Solutions

1001 Fannin, Ste 4000

Houston, TX 77002

Re: Waste Management Yadkinville Site Permit

Ms. Lewis:

Please find enclosed the following item:

WM Healthcare Solutions General Permit G-03

If you have any questions please contact me.

Sincerely,

Grant F. Trivette Pretreatment Coordinator

Permit No. G-03

Town of Yadkinville, North Carolina

PERMIT

**To Discharge Wastewater Under the
Industrial Pretreatment Program**

Permit Number G - 03

In compliance with the provisions of the Town of Yadkinville Sewer Use Ordinance, North Carolina General Statute 143-215.1, other lawful standards and regulations promulgated and adopted by the North Carolina Environmental Management Commission, and the Town of Yadkinville,

WM Healthcare Solutions, Inc.

Is hereby authorized to discharge wastewater from a facility at:

329 West Maple Street
Yadkinville, NC 27055

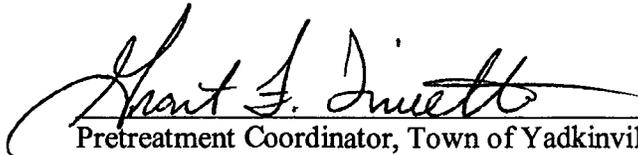
Into the Town of Yadkinville sanitary sewer system

In accordance with effluent limitations, monitoring requirements, and other conditions set forth in Parts I, II, and III hereof.

This permit shall become effective April 3, 2013

This permit and the authorization to discharge shall expire at midnight on April 2, 2018.

Signed this 3rd day of April 2013.



Pretreatment Coordinator, Town of Yadkinville

A. (1) EFFLUENT LIMITS AND MONITORING REQUIREMENTS – Final

Effective immediately and lasting until the expiration of this permit, the permittee is authorized to discharge to the Town of Yadkinville Wastewater Treatment Plant. Parameters not limited in this permit shall be discharged in accordance with the Town of Yadkinville Sewer Use Ordinance.

- A. **Representative Samples**
Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.
- B. **Monitoring results obtained by the permittee shall be summarized and reported on Indirect Monitoring Report (IDMR) forms. Postmarked no later than the 20th of each month following the quarter in which the samples were taken. (Example- Jan.-March report due by April 20th) If no discharge occurs during the reporting period, “No Discharge” shall be reported. Copies of these and all other reports required herein shall be submitted to the Town of Yadkinville at the following address...**

Town of Yadkinville
Pretreatment Coordinator
P.O. Drawer 816
Yadkinville, NC 27055

- C. **Duty to Comply**
The permittee must comply with all conditions of this permit. Any permit non-compliance constitutes a violation of the Town of Yadkinville’s Sewer Use Ordinance and is grounds for possible enforcement actions.
- D. **Right to Entry**
The permittee shall allow the Staff of North Carolina Dept. Of Environment and Natural Resources, Division of Water quality, the Regional Administrator of Environmental Protection agency, The Town of Yadkinville, and / or their authorized representatives, upon presentation of credentials.

- E. **Availability of Records and Reports**
The permittee shall retain records of all monitoring information, including calibration and maintenance records as well as copies of reports and information for at least three (3) years.
- F. **Duty to Provide Information**
The permittee shall furnish the Director of Public Works or his designee, within a reasonable time, any information which the Director, his Designee or the Division of Water Quality may request to determine whether cause exists for modifying, revoking, reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish, upon request, copies of records required to be kept by this permit.
- G. **Signatory Requirements**
All reports or information submitted pursuant to the requirements of this permit must be signed and certified by a ranking official or duly authorized agent of the permittee.
- H. **Penalties**
Any person who violates a permit condition is subject to a Notice of Violation and / or a fine as provided by the Town's Sewer Use Ordinance and the Town's Enforcement Response Plan.
- I. **Reapplication for Permit Renewal**
The permittee is responsible for filing an application for re-issuance of this permit within 90 days of its expiration date.
- J. **Ton Measurement**
Information showing the measured daily production, in tons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403, 6(e).
- K. **Ton Measurement Equipment**
The user shall maintain at all times the ton measurement equipment, including installation and maintenance, as set forth by the Town.