



# Application for Demonstration Compost Facility

Danny Keaton, Owner/Operator

60 Huckleberry Cove

Leicester, NC 28748

828-380-9094

[dannysdumpster@gmail.com](mailto:dannysdumpster@gmail.com)

[www.dannysdumpster.com](http://www.dannysdumpster.com)

## 1. Site of Proposed Facility

*Site Location for the proposed facility*

*Driving Directions listed from the nearest obvious landmark or intersection*

*County Roadmap with the site marked*

*Aerial Photograph of the proposed site*

*Must have a scale of 1inch=400 feet or less*

*Must show the area around the proposed facility for at least 1/4th mile*

*Photographs are available from most county tax or planning offices*

*Some applications may need to include a FEMA map showing the 100-year flood Hazard area*

Address of proposed location:

120 Hardesty Lane

Asheville, NC 28805

Driving direction to proposed location:

From Exit 55 on I-40

Go North on Porter Cove Rd for .2 miles

Turn Left on Tunnel Rd .5 miles

Turn Left on E Azalea Rd .8 miles

Turn Left on Hardesty Lane cross the river and bear Right before the train tracks

Go .5 miles and site is on the left

Please see attached aerial photos with a 200-foot scale and a ¼ mile radius surrounding the proposed site. A FEMA flood map is not applicable since the proposed location is not in a flood plain.

Please also see attached landowner statement approving lease and proposed facility.

## 2. Proposed Waste to be Managed

*Each proposed waste to be managed must be listed*

*For each waste listed, estimate the volume you anticipate working with over the life of the project*

The food waste will be both pre and post consumer and collected from the Asheville/Hendersonville areas. The majority of the pre consumer food waste will come from our grocery store customers. Post consumer food waste will come from restaurants, hotels, schools, etc.

Ingredients:

- Food waste (100 cubic yards/week)
- Water from rinsing carts (100 gallons/week)
- Wood chips (200 cubic yards/week)
- Leaves (50 cubic yards/week)
- Saw dust (10 cubic yards/week)
- Grass clippings (10 cubic yards/week)
- Lechate re-circulated and absorbed with carbon materials

### 3. Testing

*Testing may be required on the materials you propose to manage before you start composting*

*Determine the ratio of C:N in the waste*

*Run a waste analysis test*

*For NC, the NCDA & CS waste analysis is usually sufficient, but be sure to request every test that the lab can run*

*Papers to submit the test can be picked up at your county's NC Cooperative Extension Service Office*

- Mineral nutrients, including concentrations of nitrogen, phosphorus, potassium, calcium, magnesium, sulfur, iron, manganese, zinc, copper, boron and sodium. With the exception of liquid waste N, all measures are total nutrient concentrations; liquid waste nitrogen is measured as Total Kjeldahl Nitrogen.
- Dry matter percent is measured for solid waste samples only. For codes in which “?” is indicated, the determination of the sample as solid or liquid waste is made by the lab personnel based on visual inspection. Generally, samples with dry matter > 8–10% (as determined by visual inspection) are categorized as solid waste; samples with dry matter < 8–10% are categorized as liquid waste.
- Electrical conductivity (a measure of soluble salts) is reported in units of 10<sup>-5</sup> S/cm.
- Carbon is measured on solid waste samples only and is reported in units of ppm or mg/kg.
- PH
- Inorganic nitrogen, (nitrate & ammonium nitrogen) ppm
- Heavy metals: Cadmium, lead, nickel ppm
- Calcium carbonate equivalence (agricultural liming equivalent) percentage (tons or 1000 gallons)
- Fecal coli form and salmonella
- Man-made inerts are picked out during the collection. When Toter carts are dumped and inerts are seen they are picked out and placed in plastic bags that will go to the landfill. If these items make it to the compost facility they will be picked out as seen or separated out during the screening process.

### 4. Schedule

*Propose a length of time for your project*

*If you request >12 months, include a detailed explanation of why this amount of time is needed*

*Anticipated length of time for the compost process*

*Please Note: The compost process begins when the materials are blended and stops when the compost has reached desired maturity level*

Length of proposed project will be 12 months. Food waste and wood chips will be loaded and mixed daily. After one of the in-vessel systems is full (approximately 10 days) and the door is closed, the material will compost for a minimum of 16 days in order to pass temperature tests. After 16 days the material will be unloaded from the in-vessel roll-offs and put into a curing area. The material will cure for an additional 20-30 days. It will then be screened and stored in the finish area. The finished compost will be sold on-site to area landscapers and the general public.

### 5. Methodology

*Explain in detail the specific compost practice you plan to use - If trying more than one method, discuss each*

*If you are using different methods in sequence, explain every method in the order in which it will be used and*

*Include construction information*

We plan to use (3) specially designed 40-yard roll-off containers that will be stored and kept under cover. The floor of the roll-offs is designed to force air through the composting mixture. Each in-vessel roll-offs have floor drains at the front and back. The drains are attached to a pipe that leads to the leachate tank. The tank will then be pumped and the liquid re-applied and absorbed by the carbon materials. The leachate will be pumped onto carbon material in the bin that is being loaded.

It is not expected that any leachate will leak out, but if the system does leak we can easily replace the piping. Since the piping is not under any type of pressure plumber's putty can be a quick and easy fix in no more than 5-10 minutes. Plumber's putty can be applied until the piping can be cut out and replaced, which may take an additional 20-30 minutes. During this repair process a tray of sawdust can be placed under the leak where the leachate can be collected.

A 2:1 ratio of Carbon: Food Waste will be mixed in a concrete mixing bin with a frontend loader. This mixture will be loaded into the roll-offs containers using a frontend loader. This loading process will continue until the roll off is full. At that time, the door will be closed, temperatures will be monitored and no more leachate will be applied. Another roll-off will then begin the same process.

When a roll-off has gone through the proper time and temperatures necessary the material will then be unloaded with a front end loader and stored in a curing area. After the proper amount of curing time, the material will be screened in a screening area and stored in the finish area. The proper tests will be applied at the appropriate times.

## 6. Aeration

*Describe the method you will use to aerate for each composting method  
Include the dimensions of the aeration holes and the distance between them*

The system, designed by Advanced Composting Technologies in Candler, NC, has a blower that continuously pumps air through 1/8-inch holes in the floor, 12 inches apart.

To prevent the clogging of holes blowers will run 24-hours a day, seven days a week. This keeps the pipes pressurized and does not allow holes to become clogged. There will be two blowers per container. If a blower stops working that blower will be replaced immediately.

## 7. Blending

*Describe blending methods you plan to use  
Include initial proportions of the wastes you plan to compost  
If the materials you use could be wet, explain how to contain the liquid*

A 2:1 ratio of Carbon: Food Waste will be mixed in a concrete mixing bin with a frontend loader. This mixture will be loaded into the roll-offs containers using a frontend loader. This loading process will continue until the roll off is full. At that time, the door will be closed, temperatures will be monitored and no more leachate will be applied. Another roll-off will then begin the same

process. The roll-offs are designed to capture all liquids that enter them, and drain into a tank. The tank can then be pumped and liquid re-applied and absorbed by the carbon materials.

## 8. Monitoring

*Include temperature data to determine if pathogen reduction methods are met*

*The rules require you to record every temperature taken*

*Temperature Requirements for Within Vessel Composting Method*

*The temperature in the compost pile should be maintained at a minimum of 130F for at least 3 days*

*To meet the criteria for vector attraction reduction, the compost shall be maintained at a temperature of above 104 OF for 14 days or longer with an average temperature of 130F*

*Explain methods used to measure and record each temperature taken*

*Type and size of thermometer*

*Time period between readings*

*Physical distance between readings*

*Depth at which they are taken*

*Moisture Content Data*

*May want to monitor Oxygen or Carbon Dioxide levels*

Time and temperature requirements for both static aerated pile and in-vessel composting will be met. As required, the temperature in the compost pile will be maintained at a minimum of 131F for at least 3 days. To meet the criteria for vector attraction reduction, the compost shall be maintained at a temperature of above 104F for 14 days or longer with an average temperature of 113F.

A 36-inch compost thermometer will be used to monitor temperatures three times a week. Temperatures will be taken every eight feet at a depth of 36 inches. We will use a soil moisture sensor to monitor moisture.

Please see attached Example: Temperature Records.

## 9. Leachate

*If this is a problem mix/layer your compost materials in proper proportions of wet/dry materials*

*Submit plans for leachate management*

*Submit plans for soil erosion and runoff control*

Each in-vessel roll-offs have floor drains at the front and back. The drains are attached to a pipe that leads to the leachate tank. The tank will then be pumped and the liquid re-applied and absorbed by the carbon materials. One of the roll-offs will be filled with dry carbon material and saw dust and will be used to capture the leachate. The leachate will be pumped into this bin and the wood chips and saw dust will be used in the mixing process.

It is not expected that any leachate will leak out, but if the system does leak we can easily replace the piping. Since the piping is not under any type of pressure plumber's putty can be a quick and easy fix in no more than 5-10 minutes. Plumber's putty can be applied until the piping can be cut out and replaced, which may take an additional 20-30 minutes. During this repair process a tray of sawdust can be placed under the leak where the leachate can be collected.

## 10. On-site Storage

*Make sure adequate space is available for waste materials before they are composted, if needed*

Waste will not be stored on site. It will be loaded directly to the in-vessel system the day of arrival.

Carbon will be stored on site, adjacent to the in-vessel systems (see map)

Please see attached aerial photo.

Non-conforming waste will be removed, placed in garbage bags and taken to the local transfer station, and ultimately to the landfill.

## 11. Product Testing

*Test your product and submit results to the solid waste section before distributing*

*Run additional tests every 6 months or 20,000 tons*

*Test for fecal coliform or salmonella*

*Determine foreign matter content*

*Tests can provide valuable information about the best use for your compost*

*Waste analysis with heavy metals (NC Dept of Agriculture)*

- Mineral nutrients, including concentrations of nitrogen, phosphorus, potassium, calcium, magnesium, sulfur, iron, manganese, zinc, copper, boron and sodium. With the exception of liquid waste N, all measures are total nutrient concentrations; liquid waste nitrogen is measured as Total Kjeldahl Nitrogen.
- Dry matter percent is measured for solid waste samples only. For codes in which “?” is indicated, the determination of the sample as solid or liquid waste is made by the lab personnel based on visual inspection. Generally, samples with dry matter > 8–10% (as determined by visual inspection) are categorized as solid waste; samples with dry matter < 8–10% are categorized as liquid waste.
- Electrical conductivity (a measure of soluble salts) is reported in units of 10<sup>-5</sup> S/cm.
- Carbon is measured on solid waste samples only and is reported in units of ppm or mg/kg.
- PH
- Inorganic nitrogen, (nitrate & ammonium nitrogen) ppm
- Heavy metals: Cadmium, lead, nickel ppm
- Calcium carbonate equivalence (agricultural liming equivalent) percentage (tons or 1000 gallons)
- Fecal coli form and salmonella
- Man-made inerts are picked out during the collection. When Toter carts are dumped and inerts are seen they are picked out and placed in plastic bags that will go to the landfill. If these items make it to the compost facility they will be picked out as seen or separated out during the screening process.
- Test results will be submitted to the Solid Waste Section for review and approval prior to distribution.

## 12. Record Keeping

*Outline of the records you plan to keep*

*Track composting time and man-hours to determine the project's cost effectiveness*

Please see attached Example: Man Hours and Compost Time.

## 13. EPA Standards

*Compost used in areas where there may be public contact must meet EPA PFRP standard*

## 14. Finishing the Application

*Outline of your end of project report*

*Amount and type of materials received in tons*

*Amount of compost produced in tons*

*Amount of compost distributed in tons*

*Copies of all test results*

*Monitoring Records*

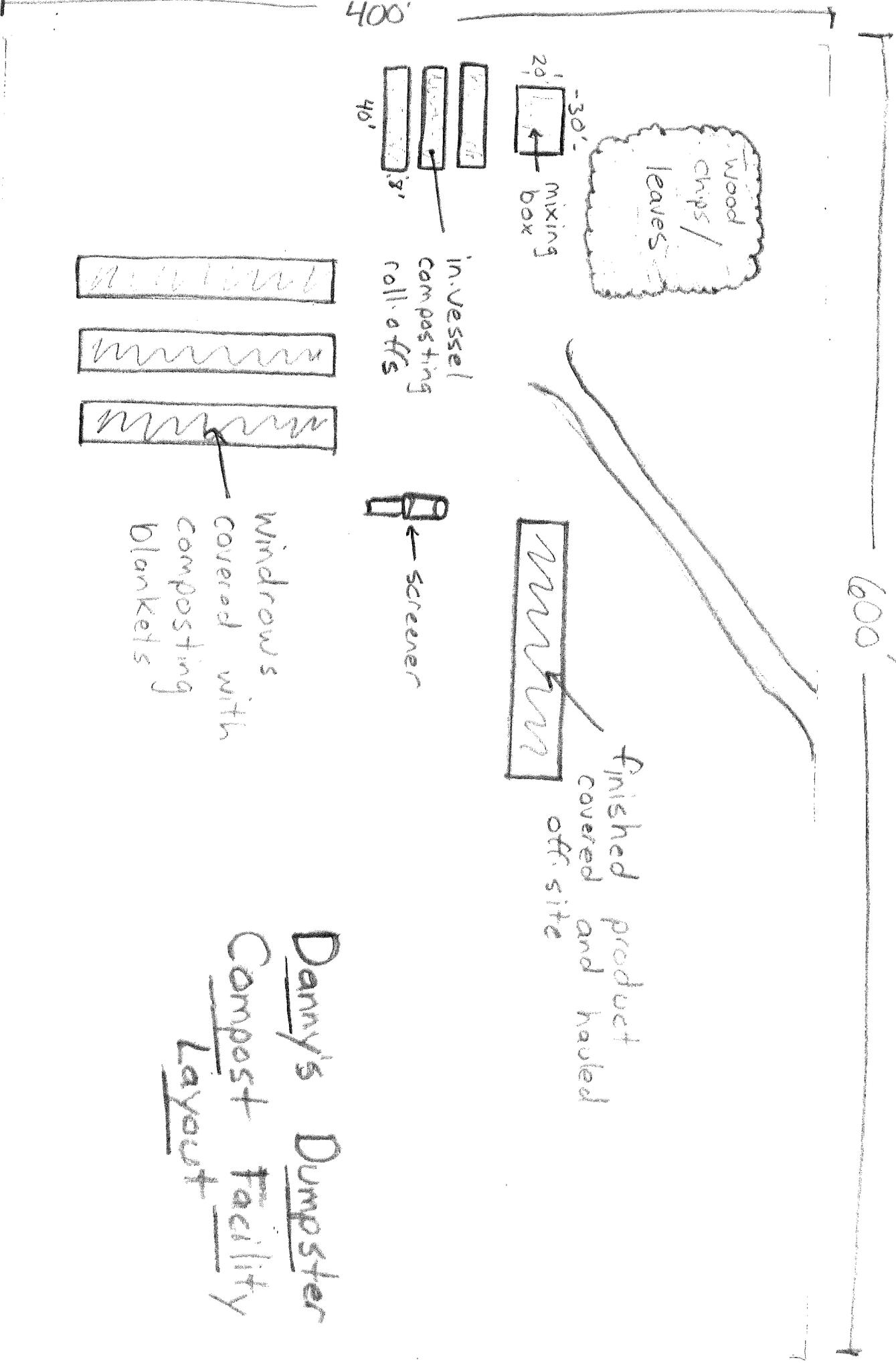
*Narrative Explanation of why the project was a success/failure*

Please see attached Example: Materials Received and Example Compost Produced.

The purpose of applying for this permit and ultimately building the demonstration compost facility is to ensure that we have a place to take our food waste. The compost facility that we currently haul our organic materials to is closing within 21 days. Over the past five years we have established a food waste collection business and need a stable, convenient location to process the materials.

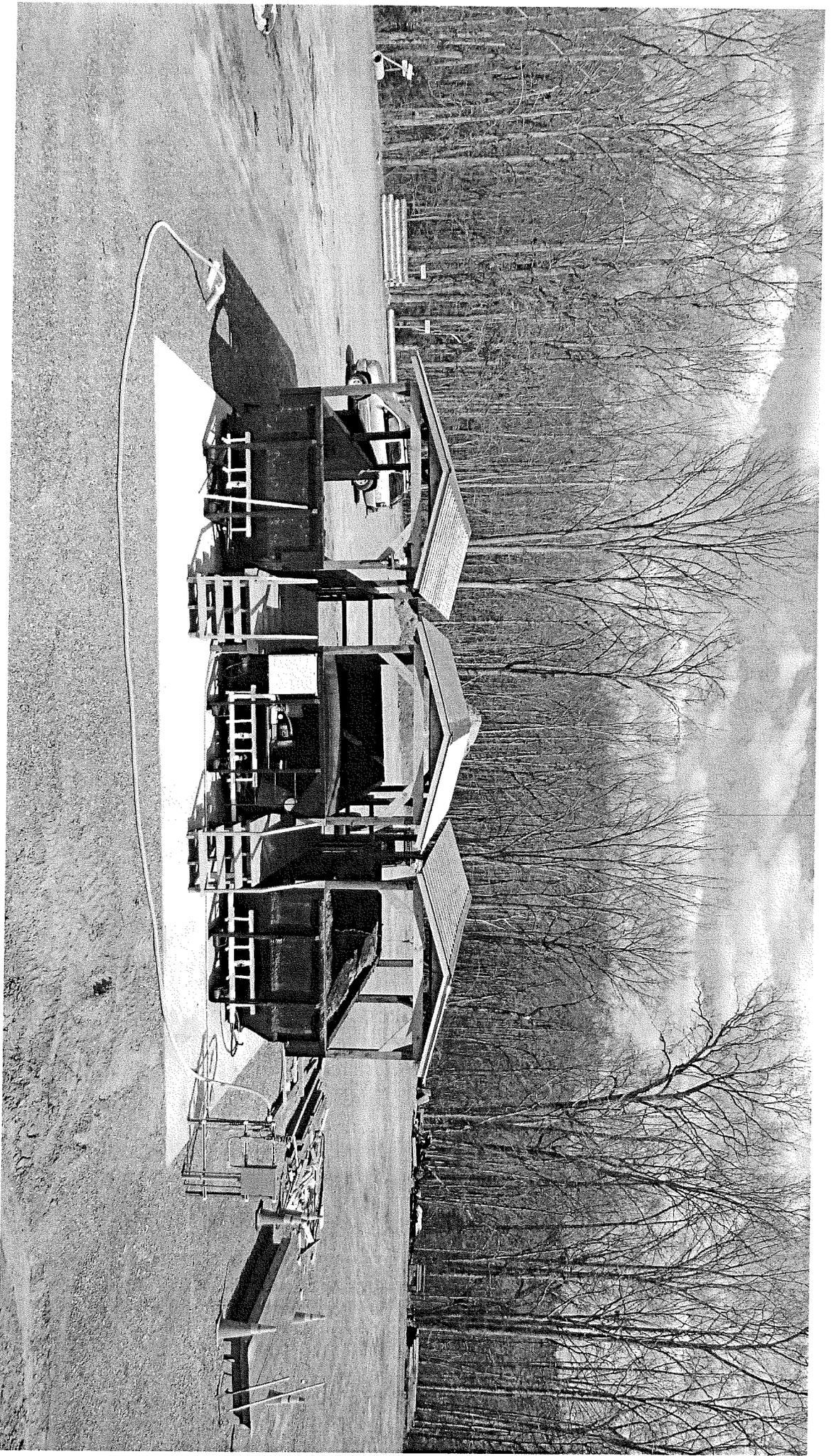
### **Addendums for Danny's Dumpster Compost Facility Permit**

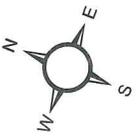
1. Testing will also be done for Heavy Metals as required by section .1408 (a) (1) of the Solid Waste Compost Facility rules.
2. Rather than testing for fecal coli form and salmonella, testing will only be done for fecal coli form.
3. Foreign matter will be determined by the method in section .1408 (a) (5) of the Solid Waste Compost Facility rules
4. The tank that will hold the lechate will be leak tested.



Danny's Dumpster  
Compost Facility  
Layout







1 inch = 400 feet

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

LEASE AGREEMENT

THIS AGREEMENT is entered into this 24 day of July, 2012, by and between the City of Asheville, a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter "Lessor"), and Danny's Dumpster, Inc., a North Carolina corporation (hereinafter "Lessee").

WITNESSETH:

**WHEREAS**, the Lessor owns property at 120 Hardesty Lane measuring approximately 5 acres; and

**WHEREAS**, Lessee desires to lease said real property for the purposes of installing and operating a Type III compost facility as permitted by the North Carolina Department of Environment and Natural Resources, Solid Waste section; and

**WHEREAS**, the Lessor and Lessee desire to set forth the terms and conditions of this Agreement;

**NOW, THEREFORE**, for and in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

**A. Terms.**

1. **Purpose.** Lessee shall use the Property for the purpose of installing and operating a Type III invessel compost facility as permitted by the North Carolina Department of Environment and Natural Resources.
2. **Lease Premises.** The leased premises, located at 120 Hardesty Lane in the City of Asheville, Buncombe County, North Carolina, consist of the property described in **Exhibit A**, attached hereto and made a part hereof, and all improvements thereon and thereto (herein "Premises"). Premises represent a portion of a larger tract of land owned by the Lessor and identified as PIN # 966831996600000 that measures approximately 33.47 acres and supports the following existing uses: (1) City of Asheville Azalea Road Beneficial Fill Site, ID # BUNCO-2002-007 (2) Agricultural lease of 10 +/- acres to New Sprout Farms, Inc. and (3) Lease of 0.40 +/- acres Men's Garden Club.
3. **Term.** The term of this Lease shall be for a period of two (2) years commencing from the 1<sup>st</sup> day of August, 2012 (the "commencement date") and will terminate at 11:59 p.m. on the anniversary of the commencement date, provided that Lessee is not in default of any of its obligations set forth herein. Lessee shall have the option to renew this Lease for two (2) additional and successive two-year terms (the "renewal terms") by giving the Lessor written notice of intent to do so at least thirty (30) days prior to the end of the then-current term, subject to the consent of the Lessor. Said renewal terms shall be upon the same terms and conditions set forth in this Lease. If Lessee shall remain in possession of the Premises at the expiration of this Lease or any



Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rental. In consideration for this Lease, Lessee agrees to accept all tree, brush and limb debris generated by the Public Works Department of the City of Asheville free of charge, up to 8,000 tons per year. Lessor agrees to deliver all tree material to the Property and all tree material must be in the form of wood chips to be accepted by Lessee.
  
5. Proposed Improvements.
  - a) Lessee shall have the right to construct and install improvements on the premises as described in **Exhibit B**. The design and construction of the proposed improvements will be the sole responsibility of Lessee. Prior to the installation of said improvements, Lessee shall submit detailed plans and specifications of the planned installation to the Lessor for approval; such approval shall not be unreasonably withheld or delayed. No additional improvements will be permitted without the express approval of the Lessor.
  - b) Prior to the installation of any of the Lessee's improvements on the Premises, or entry onto the Premises, Lessee shall provide the Lessor with Certificates of Insurance as required by Section B of this Lease.
  - c) Lessor covenants that all personal property and improvements of every kind and nature installed, constructed, or placed by Lessee on the Premises, shall be and remain the property of Lessee despite any default or termination of this Lease and may be removed by Lessee provided that Lessee, at its expense, shall restore the Premises to its condition as of the commencement date of the Lease reasonable wear and tear excepted.
  
6. Permits and Compliance
  - a) The Lessee's facilities and installation, operation and maintenance of such must be in compliance with all federal, state and local laws, including but not limited to local zoning requirements and requirements set forth by the North Carolina Department of Environment and Natural Resources.
  - b) The Lessee shall at all times in good faith, use its best efforts to obtain licenses, permits and approvals necessary for the installation or operation of the Lessee's facilities, at Lessee's sole expense. Lessor, to the extent it can legally do so, will cooperate with Lessee in obtaining necessary permits.
  - c) The Lessee's facilities and installation operation and maintenance of such must also be in compliance with the permit held by the City of Asheville identified as the Project name, Azalea Road Beneficial Fill site, and identified as number BUNCO-2002-007, as further described in **Exhibit C**.
  - d) Notwithstanding the obligations of the Lessee, Lessor shall maintain in good condition and repair the property.
  
7. Operations and Care of Premises. Lessee shall operate the Premises as a Type III compost facility. By occupancy of the property, Lessee acknowledges that it has inspected the Premises and agrees to accept as they now exist with no obligation on the part of the Lessor to make any improvements thereto. Lessee

shall at all times keep the Premises in a neat and orderly condition free of trash and debris.

8. Direct Sales. Direct sales of compost to the general public are strictly prohibited on the premises.
9. Maintenance. All Maintenance of the Premises and any improvements shall be the responsibility of Lessee.
10. Utilities. All utilities shall be separately metered at the Premises and Lessee shall be responsible for the furnishing, installation, maintenance, replacement, payment and repair of any and all utilities at the Premises.
11. Signage. Any and all signage within the leased premises shall be the responsibility of the Lessee and is subject to the approval of the Lessor.
12. Access.
  - a) Lessee shall have a non-exclusive right over and across the adjacent property owned by Lessor to access the premises for ingress and egress purposes. Lessor shall provide Lessee with the combination for the lock at the gate at the entrance to the property. Lessee and its authorized personnel shall have reasonable access to the Premises twenty-four (24) hours a day, seven (7) days a week, for the purposes of managing and maintaining the leased premises. Only the Lessee's authorized personnel shall have permission to enter the Premises. For purposes hereof, authorized personnel shall mean only authorized employees, volunteers or properly authorized contractors of Lessee or persons under their direct supervision.
  - b) All vehicles utilized by Lessee and/or associated with Lessee's use of the premises must enter leased premises from the access point along US 70. Access to the leased premises by means of Azalea Road is strictly prohibited.
  - c) All vehicles utilized by Lessee and/or associated with Lessee's use entering premises must weigh less than 26,000 tons or as designated by the Bridge permit across the Swannanoa River at the entrance to the leased premises.

## **B. Insurance.**

1. The Lessee agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, environmental liability and umbrella coverage with at least the minimum amounts shown below. The commercial general liability insurance shall include completed operations insurance and X, C, U coverage. The Lessee shall maintain such completed operations insurance for at least two years after final payment and furnish the City with evidence of continuation of such insurance at final payment and one year thereafter. The Lessee shall furnish the City with certificates of insurance for each type of insurance described herein, with the City named as Certificate Holder and list the City as an additional insured on the Lessee's general liability and auto liability policies and provide a waiver of subrogation

on the Lessee's workers' compensation policy. In the event of bodily injury or property damage loss caused by Lessee's negligent acts or omissions in connection with Lessee's services performed under this Agreement, the Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Lessee and Lessee's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Lessee has furnished to the City the above referenced certificates of insurance, in a form suitable to the City. In the event the certificate of Liability insurance includes a disclaimer, Lessee shall cause their Insurer to issue a Form CG20 10, or other Additional Insured Amendatory Endorsement showing City of Asheville as additional insured. Upon request, the Lessee shall provide copies of their insurance policies and endorsements.

Commercial General Liability:	
a. Each Occurrence	\$1,000,000
b. General Aggregate	\$2,000,000
c. Products/Completed Operations	\$2,000,000 (aggregate)
Commercial Auto Liability:	
Combined Single Limit	\$1,000,000
Excess (Umbrella) Liability:	\$1,000,000
Workers' Compensation and Employer's Liability:	
a. Workers' Compensation	\$ 500,000 Statutory minimum
b. Employer's Liability	\$ 500,000 each accident
	\$ 500,000 total disease
	\$ 500,000 employee disease
Environmental/Pollution Liability:	\$1,000,000

2. Lessee shall require its contractors/subcontractors, prior to commencing any installation, repair or maintenance work on the premises to provide the Lessor a certificate of insurance evidencing like coverages and limits as described above.
3. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.

**C. Hold Harmless and Indemnification.** Lessee shall indemnify, defend and hold harmless the Lessor, its subsidiaries, divisions, officers, agents, directors, and employees from and against any and all liability, loss, costs, claims, damages, expenses, reasonable attorney fees, judgments and awards arising or claimed to have arisen, from any injury or property damage, caused by, or allegedly caused by, either in whole or in part, any act or omission of Lessee, its employees, directors, officers, volunteers, agents or assigns. This provision is not applicable to any claim arising out of

or related to any active or primary negligence or willful misconduct of the Lessor, its officers, employees, or agents.

Lessee shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. Lessee hereby agrees to indemnify the Lessor from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Lessee, its, agents, successors, assigns, officers, volunteers or employees, to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

**D. Termination.** This Agreement may be terminated for any reason by either party, with one hundred and eighty (180) days prior written notice, with the exception that if there is a breach of the terms of this Agreement, termination may be exercised with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.

**E. Assignment and Subleasing.** Lessee may not assign, sublet or transfer this Lease, without Lessor's prior written consent, which consent shall not be unreasonably withheld.

**F. Damages.** Lessee will be liable for all damage to the Premises during Lessee's use and shall be repaired or replaced by Lessee. Normal wear and tear excepted.

**G. Amendments.** This Agreement constitutes the entire agreement with attached Exhibits between the Lessor and Lessee. This agreement may not be amended or assigned without the written consent of both parties.

**H. Compliance with Laws.** Lessee shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement. Lessee shall provide a Drug-Free Workplace during the performance of this Agreement.

**I. Default or Breach.** Each of the following events shall constitute a breach of this Lease by Lessee:

- a. If Lessee shall fail to pay Lessor any rent or other charges or to meet other terms of consideration when the rent, charge, or other consideration shall become due and such default continues for a period of five (5) days; or
- b. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a term of ten (10) days after notice thereof by Lessor to Lessee; or
- c. If Lessee shall vacate or abandon the Leased Premises; or

If Lessee fails to correct said breach within the timeframe stated above, Lessor shall immediately terminate the Lease Agreement and take possession of the leased premises, without written notice to Lessee.

**J. Remedies Upon Default.** Upon occurrence of Event of Default, Lessor shall give written notice to Lessee of such default and following receipt Lessee shall be allowed ten (10) days to cure the noted Event of Default. In the event that the Lessee does not cure the noted Event of Default within the ten day notice period, Lessor may pursue any one

or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Lessor may terminate this Lease by giving written notice to Lessee and upon such termination shall be entitled to recover from Lessee damages as may be permitted under applicable law; or (b) Lessor may terminate this Lease by giving written notice to Lessee, and upon such termination, shall be entitled to recover from the Lessee damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Lessor, as Lessee's agent, without terminating this Lease, may enter upon and rent the leased premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper, with Lessee being liable to Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on reletting, provided however, that Lessor shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Lessee's default and expressly shall have no duty to mitigate Lessee's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to termination thereof.

**K. Lessor's Right of Reentry.** If Lessee shall fail to pay any installment of rentals when the same shall become due and payable, or if Lessee shall fail to keep and perform any of the other terms, covenants, or conditions of this Lease, then in any such event, Lessor may terminate this Lease, enter into the leased premises, or any part thereof, and expel Lessee, or any person occupying the leased premises, and repossess and enjoy the leased premises as in Lessor's former estate.

**L. Lessee/Lessor Relationship.** Nothing contained in this Lease Agreement shall create or be construed as creating, a partnership, joint venture, or employment relationship between Lessor and Lessee.

**M. Notices.** In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or requiring to provide such notice shall provide it in writing, by hand delivery or regular United States mail, postage prepaid, to the other party at the address listed below:

The Lessor:                      City of Asheville  
   PO Box 7148  
   Asheville, NC 28802  
   Attn: Real Estate Manager

If to Lessee:                      Danny's Dumpster, Inc.  
   60 Huckleberry Cove  
   Leicester, NC 28748  
   Attn: President

**N. Governing Law.** This Agreement is entered into North Carolina and shall be construed under the statutes and laws of North Carolina.

**O. Severability.** Should any provision(s) contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or

Signed and agreed to as of the day and year first written above.

Attest to:

**DANNY'S DUMPSTER, INC.**

\_\_\_\_\_  
Secretary  
(Corporate Seal)

By: *Dan Keaton*  
President

**CITY OF ASHEVILLE**

*Magdalen Burlison*  
City Clerk

By: *Angela J. ...*  
City Manager

STATE OF ~~North Carolina~~ North Carolina  
COUNTY OF ~~Buncombe~~ Buncombe *Haywood*

I, *Thomas Eugene Downing* Notary Public of the County and State, do hereby certify that *Daniel Keaton*, personally came before me this day and acknowledged that he/she is the *President* of Danny's Dumpster, Inc. and acknowledged, on behalf of Danny's Dumpster, Inc., the due execution of the foregoing instrument.

Witness my hand and notarial seal this *31<sup>st</sup>* day of *July*, 2012.  
*Thomas Eugene Downing*  
Notary Public  
My Commission Expires: *2-2-2016*

STATE OF *North Carolina*  
COUNTY OF *Buncombe* *Haywood*

I, Notary Public of the County and State aforesaid certify that *Magdalen Burlison*, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this *31<sup>st</sup>* day of *July*, 2012.  
*Thomas Eugene Downing*  
Notary Public  
My Commission Expires: *2-2-2016*

# ALTAMONT ENVIRONMENTAL, INC.

ENGINEERING & HYDROGEOLOGY

231 HAYWOOD STREET, ASHEVILLE, NC 28801  
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*Transmitted by email  
tony.gallagher@ncdenr.gov*

September 12, 2012

Mr. Tony Gallagher  
Waste Management Composting and Land Applications Branch  
Division of Waste Management  
North Carolina Department of Environment and Natural Resources  
Solid Waste Section  
1646 Mail Service Center  
Raleigh, North Carolina 27699-1646

Subject: Proposed Hydrostatic Leak Test of Leachate Tank  
Danny's Dumpsters, Inc.  
120 Hardesty Lane  
Asheville, North Carolina 28805

Dear Mr. Gallagher:

Altamont Environmental, Inc. (Altamont) understands that Danny's Dumpsters, Inc. (DDI) proposes to use an in-ground tank to collect leachate from composting activities at the site mentioned above. This letter proposes a method for a licensed professional engineer to oversee the hydrostatic leak test of the proposed tank and requests approval from the Division of Waste Management (DWM) to conduct the leak test in response to recent DWM requests.

## *Background*

Altamont spoke with Ms. Andrea Keller of the Division of Waste Management (DWM) on Monday, September 10, 2012. During that conversation, Altamont understands the following:

- The tank is to be used for leachate collection at a Type III compost facility
- The use of this particular type of leachate collection is deemed a "demonstration project" because it does not fall into a previously approved category
- A 24-hour hydrostatic test, or other leak test deemed appropriate by a professional engineer, is required in order to verify that the tank did not suffer functional damage between shipping from the manufacturer and installation on site.

## *Proposed Testing Procedure*

The proposed leachate tank is not designed to perform as a pressurized container. However, the tank should be able to perform under the hydrostatic pressures of a full tank.

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Altamont proposes to conduct a 24-hour hydrostatic test that includes the following activities:

- Conduct an initial site visit to observe the physical condition of the tank. Observations will be limited to what is visible from the ground surface, and the engineer will not enter the tank
- Fill the tank with potable water
- Observe and record the water level in the tank once filled
- Return at a minimum of 24-hours after the initial visit to record the depth of the water in the tank
- Provide a summary letter to the DWM regarding the finding of the leak test

Thank you for your time and consideration on this project. This letter requests approval for the methods mentioned above in response to the request for a leak test.

Sincerely,

ALTAMONT ENVIRONMENTAL, INC.



Paul Dow, P.E.

cc: Ms. Andrea Keller, Division of Waste Management  
Mr. Dan Keaton, Danny's Dumpsters

# Buncombe County Map

