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Solid Waste Section
Raleigh Central Office

OPERATIONS MANUAL

Deep Run Transfer Station

Revised by: John Pfleger, Sr. EHS Specialist
1/13/2014

Certification by Land Owner (if different from Applicant):

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

Waste Industries for a permit to operate a municipal solid waste transfer station on land owned by the undersigned located at (address) 2287 Leslie R Stroud Rd; (city) Kinston, NC, in Lenior County, and described in Deed Book and Page(s) Book 1632, Page 563.

I specifically grant permission for the proposed municipal solid waste transfer station 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.

HA Hill
Signature

1/24/14
Date

HA Hill
Print name

NORTH CAROLINA

Lenoir County

I, Donna T Lee, Notary Public for said County and State, do hereby certify that

HA Hill personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 24th day of Jan, 2014.



Donna T Lee
Notary Public

My commission expires 12/18/16.

**Waste Industries, LLC
Deep Run Transfer Station
Operations Manual**

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SECTION 1 GENERAL FACILITY OPERATIONS

1.1 OVERVIEW

This Operations Manual was prepared for the Deep Run Transfer Station facility (Permit No. 54-08-T) located at 2287 Leslie R. Stroud Road, Kinston, North Carolina 28504 in Lenoir County as shown in **Map 1**. This document discusses the operation of the transfer station. Refer to **Map 2** for the general layout of the facility. Waste Industries, LLC is the lessee and operator. The transfer station is an existing facility owned by Onslow Container Service.

The information contained herein was prepared to provide personnel with an understanding of how the facility should be operated. While deviations from the operations outlined here may be acceptable, they should be reviewed and approved by NC DENR Division of Waste Management (DWM) Solid Waste Section.

This plan specifically addresses requirements of North Carolina Solid Waste Management Rules *Section .0402 - Operational Requirements*. All personnel involved with the management or supervision of the facility will be familiar with this plan. A copy of this Operations Manual will be kept at the facility and will be available for use at all times.

1.2 CONTACT INFORMATION

All correspondence and questions concerning the operation of the Deep Run Transfer Station should be directed to the appropriate company and regulatory personnel listed below. For fire or police emergencies dial 911.

1.2.1 Waste Industries, LLC (Operator)

Local office:

Waste Industries, LLC
2287 Leslie R. Stroud Road
Kinston, NC 28504
Phone: (252) 521-1904

Contact: Crystal Slone, General Manager
Crystal.Slone@wasteindustries.com

Main office:

Waste Industries, LLC
3301 Benson Drive, Suite 601
Raleigh, NC 27609
Phone: (919) 325-3000

Fax: (919) 325-3018
Contact: D. Stephen Grissom, CFO

1.2.2 Onslow Container Service (Owner)

Al Hill Properties, LLC
PO Box 9
Deep Run, NC 28525
Phone: (252) 527-2125
Fax: (252) 523-0651
Contact: Howard Allen Hill
ahill@ocswaste.com

1.2.3 North Carolina Department of Environment and Natural Resources (DENR)

North Carolina DENR - Raleigh Central Office
217 West Jones Street
Raleigh, NC 27605
Phone: (877) 623-6748
Fax: (919) 715-3605

Division of Waste Management (DWM) - Solid Waste Section:

Field Operations Branch Head:	Mark Poindexter
Eastern District Supervisor:	Dennis Shackelford
Waste Management Specialist:	Drew Hammonds

1.3 HOURS OF OPERATION

Waste Industries shall operate the facility 66 hours per week. The transfer station will be closed for the observance of holidays as established locally. The operating hours will normally be as follows:

Monday through Friday	7:00 AM until 4:00 PM
Saturday	7:00 AM until 12:00 PM
Sunday	Closed

1.4 ACCESS CONTROL

Limiting access to the solid waste management facility is important for the following reasons:

- Unauthorized and illegal dumping of waste materials is prevented.
- Trespassing, and injury resulting therefrom, is discouraged.
- The risk of vandalism is greatly reduced.

Access to active areas of the transfer station is controlled by a combination of fences and natural barriers, and strictly enforced operating hours. An attendant shall be on duty at all times when the facility is open to enforce access restrictions. The facility is not open to the public.

1.4.1 Physical Restraints

The site may be accessed by one entrance on Leslie R. Stroud Road as shown on **Map 2**. Scale is located north east of the transfer station behind building. Entrance is guarded by a gate which shall be securely locked during non-operating hours. Chain-link fencing, wooded areas, and drainage ditches surrounding the transfer station prevent unauthorized vehicle access to facility.

1.4.2 Security

Frequent inspections of gates, fences, and boundary shall be performed by facility personnel. Evidence of trespassing, vandalism, or illegal operation shall be reported to the Owner.

1.5 SIGNAGE

Waste Industries shall post signs at the transfer station entrance indicating operational procedures, hours of operation, tipping fee, and the permit number. Signs clearly posted stating that hazardous or liquid wastes are prohibited shall also be posted at entrance. Traffic signs and markers shall be provided as necessary to promote an orderly traffic pattern to and from the discharge area and loading area.

1.6 COMMUNICATIONS

The scale house/office has telephones in case of emergency and for the conduct of day-to-day business. Emergency telephone numbers are displayed in the scale house and office.

1.7 FIRE AND SAFETY

1.7.1 Fire Control

The possibility of fire within the transfer station or a piece of equipment must be anticipated in the daily operation of the facility. A fire hydrant is located directly across Leslie R Stroud Road from the northwest corner of property. Fire suppression equipment shall be provided to control incipient fires and arrangements shall be made with the local fire protection agency. A combination of factory installed fire suppression systems and/or portable fire extinguishers shall be operational on all heavy pieces of equipment at all times. For larger or more serious outbreaks, the local fire department will respond.

The Operator will verbally notify the DWM (see **Section 1.2.3**) within 24 hours of discovery of a fire within any transfer or recycling area. In addition, written documentation describing the fire, the actions carried out to extinguish the fire, and a strategy for preventing future occurrences will be provided to the DWM within 15 days following any such occurrence.

1.7.2 Safety

All aspects of the operation of the facility were developed with the health and safety of operations staff and neighbors in mind. A member of the operating staff shall be designated site safety officer. This individual, together with the facility's management, shall annually review and modify the site safety and emergency response program to remain consistent with National Solid Waste Management Association and Occupational Safety and Health Administration (OSHA) guidance.

Safety equipment provided includes equipment rollover protective cabs, seat belts, audible reverse warning devices, hard hats, safety shoes, and first aid kits. All personnel will be encouraged to complete the American Red Cross Basic First Aid Course. Other safety requirements as designated by the Operator will also be implemented.

1.8 SEVERE WEATHER CONDITIONS

Unusual weather conditions can directly affect the operation of the facility. Some of these weather conditions and recommended operational responses are as follows.

1.8.1 Ice Storms

An ice storm can make access to the facility dangerous, prevent movement and, thus, may require closure of the facility until the ice is removed or has melted.

1.8.2 Heavy Rains

Exposed soil surfaces can create a muddy situation in some portions of the facility during rainy periods. The control of drainage and use of crushed stone on unpaved roads should provide all-weather access for the site and promote drainage away from critical areas. In areas where the aggregate surface is washed away or otherwise damaged, new aggregate should be used for repair.

Intense rains can affect leachate managements systems. As applicable, staff shall maintain adequate temporary storage capacity in the leachate management systems. After such a rain event, inspection by personnel will be initiated and corrective measures taken to dispose of any additional leachate before the next rainfall.

1.8.3 Electrical Storms

The open areas of the facility are susceptible to the hazards of an electrical storm. If necessary, activities will be temporarily suspended during such an event. To guarantee the safety of all field personnel, refuge will be taken in the on-site buildings or in rubber-tired vehicles.

1.8.4 Windy Conditions

Windy conditions are not expected to adversely affect operations due to facility being enclosed on all sides. Two 20 foot access doors are normally open during working hours at front of facility but may be closed if necessary.

1.8.5 Violent Storms

In the event of hurricane, tornado, or severe winter storm warning issued by the National Weather Service, facility operations may be temporarily suspended until the warning is lifted.

1.9 EQUIPMENT REQUIREMENTS

The Operator will maintain on-site equipment required to perform the necessary transfer activities. Periodic maintenance of all equipment and minor and major repair work will be performed at designated maintenance zones.

1.10 PERSONNEL REQUIREMENTS

At least one member of the supervisory staff shall be experienced in the management of transfer station operations. Each facility employee shall go through an annual training course (led by supervisory staff). As part of this training, personnel shall learn to recognize loads which may contain prohibited wastes.

1.11 HEALTH AND SAFETY

This is a general plan and presents minimal information. The operator, Waste Industries, LLC, is responsible for site safety. The health and safety plan prepared and implemented by Waste Industries, LLC supersedes the contents of this general plan.

All aspects of the transfer station operations were developed with the health and safety of the operating staff and neighbors in mind. Prior to commencement of operations of the facility, a member of the operating staff will be designated site safety officer. This individual, together with the facility's management, will modify the site safety and emergency response program to remain consistent with National Solid Waste Management Association and Occupational Safety and Health Administration (OSHA) guidance.

Safety equipment provided includes equipment rollover protective cabs, seat belts, audible reverse warning devices, hard hats, safety shoes, and first aid kits. Facility personnel will be encouraged to complete the American Red Cross Basic First Aid Course. Other safety requirements as designated by the Operator will also be implemented.

Each facility employee will go through annual training course in health and safety (led by supervisory staff). All training shall be documented and attested to by signatures of the trainer and trainee. The following are some general recommendations for the health and safety of

workers at the Deep Run Transfer Station.

1.11.1 Personal Hygiene

The following items are recommended as a minimum of practice:

- Wash hands before eating, drinking, or smoking.
- Wear personal protective equipment as described in **Section 1.10.2**.
- Wash, disinfect, and bandage ANY cut, no matter how small it is. Any break in the skin can become a source of infection.
- Keep fingernails closely trimmed and clean (dirty nails can harbor pathogens).

1.11.2 Personal Protective Equipment

Personal Protective Equipment (PPE) must be evaluated as to the level of protection necessary for particular operating conditions and then made available to facility employees. The list below includes the PPE typically used and/or required in a solid waste management facility workplace.

- Safety shoes with steel toes.
- Hearing protection should be used in areas where extended exposure to continuous high decibel levels is expected.
- Disposable rubber latex or chemical resistant gloves for handling and/or sampling of waste materials.
- Dust filter masks

Following use, PPE's should be disposed of or cleaned and dried, or readied for reuse.

1.11.3 Mechanical Equipment Hazard Prevention

The loaders and other equipment should be operated with care and caution. All safety equipment such as horns, backup alarms, and lights should be functional. A Lockout-Tag-Out program shall be used to identify equipment in need or under repair and insure that operation is "off-limits" prior to maintenance or repair. All operators shall be trained in the proper operation of equipment.

1.11.4 Employee Health and Safety

Some general safety rules are:

- Consider safety first when planning and conducting activities.
- Review the equipment O&M Manual prior to attempting repairs/changes.
- Remember the buddy system in case of repair of mechanical equipment
- Post emergency contact phone numbers.
- Provide easy and visible access to the Right to Know materials.
- Provide easy and visible access to the first aid kit and fire extinguishers.

1.11.5 Physical Exposure

Facility personnel may come in contact with the fluids, solids, and airborne constituents found at the transfer station. Routine training should be conducted regarding the individual and collective materials used in the recycling process and their associated hazards. Training concerning safe work practices around these potential exposures should use equipment and proper disposal procedures.

1.11.6 Material Safety Data Sheets or Safety Data Sheets

Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS) shall be collected on every waste (if available) that enters the facility. MSDS or SDS sheets shall be stored in a location with all other Right to Know information for the site.

1.12 UTILITIES

Electrical power and telephone are provided at the scale house/office. Restrooms and water are provided in the shop on site.

1.13 RECORD KEEPING PROGRAM

The Operator shall maintain the following records in an operating record at the transfer station:

- A. Waste inspection records (see **Section 2.5**);
- B. Daily tonnage records - including source of generation, scale certifications;
- C. Waste determination records;
- D. List of generators and haulers that have attempted to dispose of restricted wastes;
- E. Employee training procedures and records of training completed;
- F. Annual facility reports;
- G. Cost estimates or financial assurance documentation.

The operating record shall be kept up to date and will be presented upon request to the DWM for inspection. A copy of this **Operations Manual** shall be kept at the facility and will be available for use at all times.

SECTION 2 WASTE HANDLING OPERATIONS

2.1 OVERVIEW

This section describes the required waste handling operations for the Deep Run Transfer Station.

2.2 ACCEPTABLE WASTES

Only the waste as defined by NCGS 130A-290(a)(18a) and NCGS 130A-290(a)(24) may be received at the MSW transfer station.

Waste will be collected from the permitted service area of Craven, Cumberland, Duplin, Edgecombe, Greene, Johnston, Lenoir, Nash, Onslow, Pitt, Wayne, and Wilson Counties. The routes are served by Waste Industries, LLC and other solid waste collection companies. The waste is generated by residences, municipalities, industries, businesses and other entities within these counties.

2.3 PROHIBITED WASTES

Only wastes as defined in **Section 2.2** above may be accepted in the transfer station. No other wastes may be accepted including the following wastes:

- Whole Scrap Tires
- Used Oil
- White Goods
- Lead Acid Batteries
- Yard Waste
- Construction and Demolition Debris (C&D)
- Discarded computer equipment
- Oyster Shells
- Plastic beverage containers (Except as recovered material)
- Aluminum Cans (Except as recovered material)
- Pallets (Except as recovered material)
- Cardboard (Except as recovered material)

In addition, operating criteria prohibit other materials from receipt within the transfer station. These materials include:

- Hazardous waste as defined by NCGS 130A-290(a)(8), including hazardous waste from conditionally exempt small quantity generators.
- Polychlorinated biphenyls (PCB) wastes as defined in 40 CFR 761 with the exception of trace amounts found in materials such as consumer electronics.
- Bulk or non-containerized liquid wastes unless the waste is household waste other than septic waste and waste oil; or the waste is leachate or gas condensate derived

from the MSW landfill unit. A liquid determination will be performed by the paint filter test (see **Appendix A** for apparatus and procedure).

- Containers holding liquid wastes unless the waste is household waste.

2.4 PROHIBITION OF OPEN BURNING

Open burning of waste is prohibited at the transfer station.

2.5 WASTE SCREENING PROGRAMS

2.5.1 Trained Personnel

In order to assure that prohibited wastes are not entering the facility, screening programs have been implemented. Trained personnel will be on duty during all hours of operation. These individuals have been trained to spot indications of suspicious wastes, including: hazardous placarding or markings, liquids, powders or dusts, sludges, bright or unusual colors, drums or commercial size containers, and "chemical" odors. Screening programs for visual and olfactory characteristics of prohibited wastes are an ongoing part of the facility operation.

2.5.2 Waste Receiving and Inspection

All vehicles carrying waste or recovered materials must stop at the scale located in the northeast corner of property behind transfer station. All transportation vehicles are weighed and the content of the load assessed. Municipal solid waste (MSW) and recycle load tickets are maintained separately. The scale attendant(s) requests from the driver of the vehicle a description of the waste it is carrying to ensure that unacceptable waste is not allowed into the facility. The attendant(s) then visually checks the vehicle as it crosses the scale. Signs informing users of the acceptable and unacceptable types of waste are posted at the scale house. Once passing the scales, recycle collection vehicles are directed to the separate material recover facility (MRF) on an adjacent lot. MSW collection vehicles are routed to the transfer area. Scales may also use an automated attendant. While the automated system is operating the transfer station attendant shall be responsible for assessing loads prior to and upon dumping. Waste Industries LLC shall communicate with customers to ensure all drivers understand the automated system and location of transfer facilities.

Vehicles are randomly selected for screening on a regular basis, depending on personnel availability. At least one vehicle per week will be randomly selected by inspection personnel. A random truck number and time will be selected (e.g., the tenth load after 10:00 a.m.) on the day of inspections. However, if something suspicious is spotted in any waste load, that load is inspected further.

Vehicles selected for inspection are directed to an area on the tipping floor where the vehicle will be unloaded. Waste is carefully spread using suitable equipment. An attendant trained to identify wastes that are unacceptable inspects the waste discharged at

the screening area. If unacceptable waste is found, the load will be isolated, reloaded, and the generator/hauler will be logged and escorted out of the facility. For unacceptable wastes that are non-hazardous, the Owner will then notify officials of the DWM (see **Section 1.2.3**) within 24 hours of attempted disposal of any waste the facility is not permitted to receive in order to determine the proper course of action. The hauler is responsible for removing unacceptable waste from the facility property. If no unacceptable waste is found, MSW loads will be pushed into a transfer trailer and/or equipment. All random waste inspections will be documented by operations staff using the waste screening form provided in Appendix B.

In addition to random waste screening described above, waste unloaded on the tipping floor will be inspected by the equipment operators, trained to spot unacceptable wastes, before and during pushing into the transfer trailers. Any suspicious looking waste is reported immediately to the designated primary inspector for further evaluation. Facility operators are also trained to recognize hot loads. If a hot load is discovered upon approach to facility local fire department shall be notified and the vehicle operator shall be directed to position vehicle on paved area south west of transfer station where the load may be off loaded and extinguished by the fire department.

2.6 FACILITY OPERATIONS

2.6.1 Operating Capacity

The theoretical maximum operating capacity for the transfer station is estimated to be approximately 250 tons per day.

2.6.2 Service Area

The permitted service area for the transfer facility (subject to change) is Craven, Cumberland, Duplin, Edgecombe, Greene, Johnston, Lenoir, Nash, Onslow, Pitt, Wayne, and Wilson Counties, North Carolina.

2.6.3 Disposal Facilities

The disposal and recycling facilities receiving transferred material from the station are:

- Sampson County Disposal, LLC Landfill, 7434 Roseboro Hwy, Roseboro, NC 23382 (Permit No. 82-02). - Primary
- East Carolina Environmental MSW landfill, 1922 Republican Road, Aulander NC, 27805 (Permit #08-03) - Backup
- Johnston County MSW landfill, 680 County Home Rd, Smithfield, NC, 27577 (Permit #51-03) - Backup
- Sonoco Recycling, 111 South Rogers Lane, Raleigh, NC 27610 (Recyclables Only)

2.6.4 Personnel Requirements

The personnel requirements for operation and maintenance of the site are listed in the following table. Commercial drivers are not considered site personnel.

Description	Primary Function (Allocation)
1) Site Manager	Overall management of the facility
2) Scale House Attendant	Receiving and weight for incoming loads, may be automated
3) Tipping Floor Attendant	Management of tipping floor
4) Operator	Transfer of waste from tipping floor to trailers

2.6.5 Equipment Requirements

The equipment requirements for operation and maintenance of the site are listed in the following table. Trucks and trailers are not considered site equipment.

Description	Primary Function (Allocation)
1) Front End Loader	Loading, recycling, and site cleanup
2) Backhoe	Loading, recycling, and site cleanup (backup)
3) Trucks and Transfer Trailers	Receiving waste and moving trailers on site.
4) Roll Off and Front End Dumpsters	Receiving recovered recyclable materials

2.6.6 Building Features

The building features of the transfer area are listed in the following table.

Description of Feature	Present
1) Roof	Yes
2) Sides (4)	Yes
3) Concrete Floor	Yes
4) Leachate Collection and Storage	Yes
5) Ventilation	Yes
6) Water Supply	Yes

Description of Feature	Present
7) Lighting	Yes
8) Interior Office & Bathrooms	No
9) Explosive Gas Monitoring	No
10) Communications (Telephone, Radios, Cell Phones)	Yes
11) Fire Suppression/Sprinkler System	No

2.7 TRANSFER OPERATIONS

2.7.1 Access

Traffic will be clearly directed to the appropriate area (unloading or loading). Traffic speed on the site should be less than 10 MPH. Entrance is consists of a 210 foot segment of gravel road. All other access roads have been constructed of an all-weather surface (asphalt pavement) and will be maintained in good condition. Potholes, ruts, and debris on all access surfaces will receive immediate attention in order to avoid damage to vehicles. Access road shoulders shall be re-graded as necessary to maintain positive slope for adequate drainage. Since collection and transfer vehicles travel at low speeds dust generation is not anticipated to be a problem. If dust control becomes necessary, a mobile sprinkler shall be utilized for suppression.

2.7.2 General Procedures

The transfer operations will be conducted in accordance with the approved Operations Manual and conditions of the Solid Waste Permit issued by the North Carolina Division of Solid Waste Management (DWM).

Facility operations are anticipated as follows:

1. Collection vehicles delivering waste to the facility will enter through the entrance and follow signs to scale house;
2. Pass over the scales for weight; and
3. Continue along the access road until reaching the covered tipping floor.
4. The tipping floor has a 10-foot high concrete "push" wall running along both sides of the tipping floor. A loader will push MSW into an open-top transfer trailer on the lower level of the building at rear.
5. Site personnel will direct vehicles waiting to unload, to back into the facility through the entrance. Adequate area is available in front of the building for drivers to turn their vehicles into a backing maneuver. Site personnel will be on the tipping floor to direct

and guide the vehicles.

6. The vehicles will back onto the tipping floor to an area designated by site personnel. Collection vehicles carrying recyclable materials shall be directed to the MRF facility on adjacent lot.
7. Once a vehicle is in position, its waste load will be discharged directly onto the tipping floor.
8. A spotter will inspect the discharged material before it is mixed with other material on the tipping floor.
9. MSW is pushed by a rubber-tired loader into the open top transfer trailer, specifically designed for hauling MSW, located in the lower level of the transfer station.
10. At Waste Industries discretion, or as may be required by law, the following recyclable materials will be separated and placed in front end dumpsters, roll off container, and/or a temporary recovered materials pile: aluminum and plastic beverage containers, pallets, and cardboard. Front end or roll off dumpsters will be stored until they are full, and will then be transported off site. Temporary recovered materials may be transported to MRF on adjacent lot.
11. All recyclable/recovered material shall be covered and temporarily stored for transport to a recycle center specified in section 2.6.3.
12. All MSW waste will stay in the covered area of the transfer station. The trailers will be moved after they are loaded and will await transport to the Sampson County Landfill, owned and operated by Waste Industries, or alternate facility.
13. Waste can be stored in covered transfer trailers at the facility after hours, but no longer than 48 hours. The 48 hour limit does not apply to recovered recyclable materials.
14. Personnel shall continuously monitor trailers provided for hauling to ensure they remain leak resistant. Leachate leaks shall be immediately reported and remediated. Trailer responsible for leakage shall be reported to provider for repairs.

SECTION 3 ENVIRONMENTAL MANAGEMENT

3.1 OVERVIEW

This section reviews the overall environmental management tasks required for the successful operation of the facility.

3.2 SURFACE WATER CONTROL

As used herein, the definition of “surface water” is water which results from precipitation or site run-on that has not contacted the waste.

Proper control of surface water at the transfer area will accomplish the following goals:

- Prevent the run-on of surface water into waste handling area(s);
- Prevent the run-off of surface water that has come into contact with the waste (i.e. leachate);
- Limit the erosion caused by surface waters; and
- Limit sediments carried off-site by surface waters.

Separate erosion and sedimentation control plans were provided to the North Carolina Division of Land Resources. These plans describe both short and long term engineered features and practices for preventing erosion and controlling sedimentation at this site.

3.2.1 Erosion Control

Erosion control measures have been taken within the drainage channels and at points of stormwater discharge. All site features should be inspected regularly for erosion damage and promptly repaired.

3.2.2 Sedimentation Control

Stormwater run-off from the site is conveyed to through grass lined drainage ditches to Horse Branch. Grass lined slopes and ditches minimize sediment levels leaving property.

3.3 LEACHATE MANAGEMENT

The leachate management system for the transfer station consists of the concrete tipping floor, collection trenches and leachate transmission piping, pumps, and 2100 gallon polyurethane above ground storage tank (AST) within a secondary containment structure. Upon reaching 70% capacity water shall be hauled to the City of Kinston POTW by M & C Septic Tank Services, 520 Mary Beth St, Kinston, NC 28504.

3.3.1 Leachate Collection

The tipping floor is graded to drain away from the building entrance. Leachate from the tipping floor is collected in floor drains in receiving trench which drain to a central leachate sump. From the sump, leachate is pumped via a sump pump to the AST.

3.3.2 Operation and Maintenance of Leachate Pumps

Operation and maintenance of leachate pumps shall be in accordance with the appropriate manufacturer's recommendations. The Solid Waste Manager or his designee shall be responsible for following and documenting, as required, these activities.

3.4 VECTOR CONTROL

Waste Industries shall provide effective vector control measures for the protection of human health. Disease vectors are any rodent, insect, or other animal capable of transmitting disease to humans. Disease vectors will be controlled by implementation of a daily cleaning program including removal of waste, leachate, and wash water from the operations area. Waste Industries shall use wash water to keep the tipping floor and drive-thru areas clean and free of rodents, flies, and other animals. Stagnant ponded water will be prevented to control mosquito breeding. Full or partially filled transfer trailers will be covered if left on site overnight. Waste will not be stored on the tipping floor overnight. If vector control becomes a problem, additional measures will be taken to ensure the protection of human health.

3.5 ODOR CONTROL

Odorous or potentially odorous materials will be pushed into a transfer truck and covered as soon as possible to avoid odor problems. Additionally, the transfer areas will be cleaned and swept daily and washed down weekly, at a minimum. If odor control becomes a problem, additional measures will be taken to ensure odor control.

3.6 DUST CONTROL

Dust related to waste hauler traffic on the access roads will be minimized by using a sprinkler system to limit dust on the gravel portion of the road.

3.7 WINDBLOWN WASTE CONTROL

All incoming vehicles with waste are required to have their loads covered upon arrival at the site or be fully enclosed. Outbound transfer trailers are also required to be covered. On a daily basis, site personnel will police the site for windblown litter. Since the transfer station is enclosed on three sides, windblown waste should not be a major concern. If needed, litter fences will be installed to intercept windblown waste.

Map 1
Site Location

Deep Run Transfer Station

Map 1



Source: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AEX, GEBCO, Swisstopo, and the GIS User Community

Author John Pflieger, Senior EHS Specialist
 Cartographer Keith Tubbs, GIS Mgr
 Waste Industries, LLC
 January, 09, 2014
 Nad 83

Map 2
Site Description

Deep Run Transfer Station

Map 2



Source: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AEX, GEBCO, Swisstopo, and the GIS User Community

Author John Pflieger, Senior EHS Specialist
 Cartographer Keith Tubbs, GIS Mgr
 Waste Industries, LLC
 January, 09, 2014
 Nad 83

Appendix A
EPA Method 9095
Paint Filter Liquids Test

METHOD 9095B

PAINT FILTER LIQUIDS TEST

1.0 SCOPE AND APPLICATION

1.1 This method is used to determine the presence of free liquids in a representative sample of waste.

1.2 The method is used to determine compliance with 40 CFR 264.314 and 265.314.

2.0 SUMMARY OF METHOD

2.1 A predetermined amount of material is placed in a paint filter. If any portion of the material passes through and drops from the filter within the 5-min test period, the material is deemed to contain free liquids.

3.0 INTERFERENCES

3.1 Filter media were observed to separate from the filter cone on exposure to alkaline materials. This development causes no problem if the sample is not disturbed.

3.2 Temperature can affect the test results if the test is performed below the freezing point of any liquid in the sample. Tests must be performed above the freezing point and can, but are not required to, exceed room temperature of 25 °C.

4.0 APPARATUS AND MATERIALS

4.1 Conical paint filter -- Mesh number 60 +/- 5% (fine meshed size). Available at local paint stores such as Sherwin-Williams and Glidden.

4.2 Glass funnel -- If the paint filter, with the waste, cannot sustain its weight on the ring stand, then a fluted glass funnel or glass funnel with a mouth large enough to allow at least 1 in. of the filter mesh to protrude should be used to support the filter. The funnel should be fluted or have a large open mouth in order to support the paint filter yet not interfere with the movement, to the graduated cylinder, of the liquid that passes through the filter mesh.

4.3 Ring stand and ring, or tripod.

4.4 Graduated cylinder or beaker -- 100-mL.

5.0 REAGENTS

5.1 None.

6.0 SAMPLE COLLECTION, PRESERVATION, AND HANDLING

A 100-mL or 100-g representative sample is required for the test. If it is not possible to obtain a sample of 100 mL or 100 g that is sufficiently representative of the waste, the analyst may use larger size samples in multiples of 100 mL or 100 g, i.e., 200, 300, 400 mL or g. However, when larger samples are used, analysts shall divide the sample into 100-mL or 100-g portions and test each portion separately. If any portion contains free liquids, the entire sample is considered to have free liquids. If the sample is measured volumetrically, then it should lack major air spaces or voids.

7.0 PROCEDURE

7.1 Assemble test apparatus as shown in Figure 1.

7.2 Place sample in the filter. A funnel may be used to provide support for the paint filter. If the sample is of such light bulk density that it overflows the filter, then the sides of the filter can be extended upward by taping filter paper to the inside of the filter and above the mesh. Settling the sample into the paint filter may be facilitated by lightly tapping the side of the filter as it is being filled.

7.3 In order to assure uniformity and standardization of the test, material such as sorbent pads or pillows which do not conform to the shape of the paint filter should be cut into small pieces and poured into the filter. Sample size reduction may be accomplished by cutting the sorbent material with scissors, shears, a knife, or other such device so as to preserve as much of the original integrity of the sorbent fabric as possible. Sorbents enclosed in a fabric should be mixed with the resultant fabric pieces. The particles to be tested should be reduced smaller than 1 cm (i.e., should be capable of passing through a 9.5 mm (0.375 inch) standard sieve). Grinding sorbent materials should be avoided as this may destroy the integrity of the sorbent and produce many "fine particles" which would normally not be present.

7.4 For brittle materials larger than 1 cm that do not conform to the filter, light crushing to reduce oversize particles is acceptable if it is not practical to cut the material. Materials such as clay, silica gel, and some polymers may fall into this category.

7.5 Allow sample to drain for 5 min into the graduated cylinder.

7.6 If any portion of the test material collects in the graduated cylinder in the 5-min period, then the material is deemed to contain free liquids for purposes of 40 CFR 264.314 and 265.314.

8.0 QUALITY CONTROL

8.1 Duplicate samples should be analyzed on a routine basis.

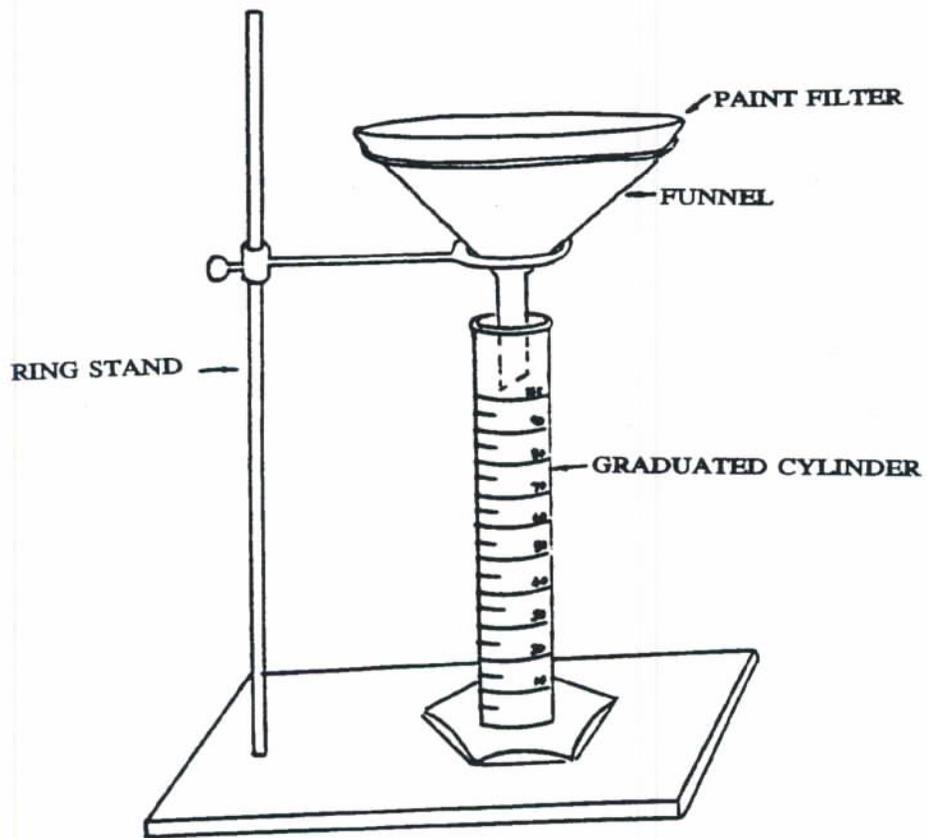
9.0 METHOD PERFORMANCE

9.1 No data provided.

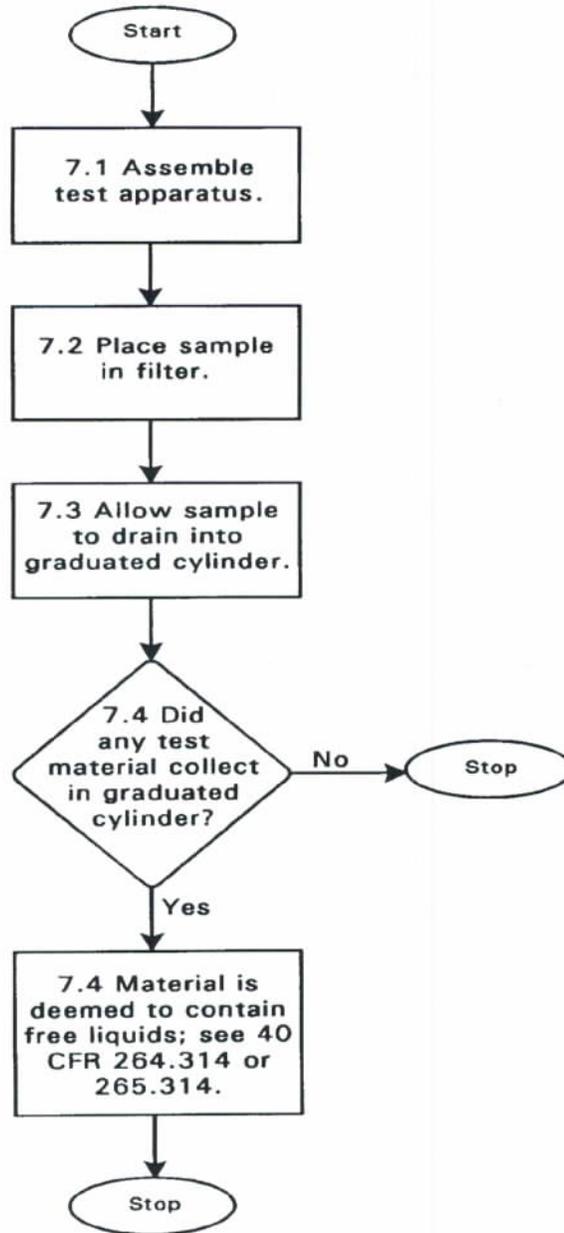
10.0 REFERENCES

10.1 None provided.

FIGURE 1
PAINT FILTER TEST APPARATUS



METHOD 9095B
PAINT FILTER LIQUIDS TEST



Appendix B
Waste Screening Form

Transfer Station
Permit No. 54-08T

Waste Screening Form

Date: _____ Time Weighed in: _____
Truck Owner: _____ Driver Name: _____
Truck Type: _____ Vehicle ID/Tag #: _____

Waste Generator/Source: _____

Reason Inspected: Random _____ Staff Initials _____
Reasonable suspicion _____ Staff Initials _____

Description of Load: _____

Load Accepted (Signature): _____ Date: _____

Not Accepted (Signature): _____ Date: _____

Fill out this section only if load was not accepted

Describe why load was not accepted: _____

Name of Generator Authority Contacted: _____

Name of Hauler Representative Notified: _____

Hauler contact phone number: _____ Time Contacted: _____

Notes: _____

Screener Signature: _____ Date: _____

Appendix C
Fire Occurrence Report

**SOLID WASTE MANAGEMENT FACILITY
FIRE OCCURRENCE NOTIFICATION
NC DENR Division of Waste Management
Solid Waste Section**



Notify the Section verbally within 24 hours and submit written notification within 15 days of the occurrence.
(If additional space is needed, use back of this form.)

NAME OF FACILITY: _____ PERMIT # _____

DATE AND TIME OF FIRE: _____ @ _____

HOW WAS THE FIRE REPORTED AND BY WHOM:

LIST ACTIONS TAKEN:

WHAT WAS THE CAUSE OF THE FIRE:

DESCRIBE AREA, TYPE, AND AMOUNT OF WASTE INVOLVED:

WHAT COULD HAVE BEEN DONE TO PREVENT THIS FIRE:

DESCRIBE PLAN OF ACTIONS TO PREVENT FUTURE INCIDENTS:

NAME: _____ TITLE: _____ DATE: _____

THIS SECTION TO BE COMPLETED BY SOLID WASTE SECTION REGIONAL STAFF
DATE RECEIVED _____
List any factors not listed that might have contributed to the fire or that might prevent occurrence of future fires:

FOLLOW-UP REQUIRED:
 NO PHONE CALL SUBMITTAL MEETING RETURN VISIT BY: _____ (DATE)

ACTIONS TAKEN OR REQUIRED:

Permit No.	Date	Document ID No.
54-08T	February 07, 2014	20530

DEEP RUN, NC

Received by an e-mail
Date: **February 07, 2014**
Solid Waste Section
Raleigh Central Office

REAL ESTATE LEASE

THIS REAL ESTATE LEASE ("Lease"), dated November 22, 2013, by and between AL HILL PROPERTIES, LLC, a North Carolina limited liability ("Landlord"), and WASTE INDUSTRIES, LLC, a North Carolina limited liability company ("Tenant").

In consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant and Tenant hereby agrees to lease from Landlord, for the term hereinafter specified, a portion of the real property with an address of 1478 Bland Howell Road, Deep Run, NC, described on Exhibit B attached hereto and made a part hereof and located between Leslie Stroud Road and Horse Branch Creek such portion of the property identified on attached Exhibit A made a part hereof, which more specifically includes the following real property and improvements as shown on Exhibit A attached hereto and made a part hereof: (a) all of facility identified as the transfer station (the "Transfer Station"), together with sufficient truck turn around area; (b) a 12' x 12' office room and shared bathroom in building known as the "Truck Shop" (the "Office"); and (c) all of the building identified as the MRF, together with an easement for ingress, egress and regress to and from Leslie Stroud Road over, upon and across the driveways, shown on Exhibit A (the easement together with the property described in (a), (b) and (c) are collectively, the "Premises").

The Tenant shall have entry access to the Office by way of a private access entrance. Except for the 12' x 12' Office and shared bathroom in the Truck Shop, the Truck Shop is not included as part of the property being leased under this Lease.

Landlord shall have and does hereby reserve the right of ingress, egress and regress, vehicular and pedestrian, over, upon and across the driveways leading to and from Leslie Stroud Road to and from the grain bins located to the east of the Transfer Station and to and from the Truck Shop and Storage Building identified on Exhibit A. The parties agree that the driveway extending to and from Leslie Stroud Road shall have a gate with each party having a key.

Further, Landlord shall have the right and does hereby reserve the right to use the truck scales located in the staging area north and west of the Transfer Station, together with ingress, egress and regress thereto and also over, upon, across the staging area, north and east of the Transfer Station. Landlord's use of the truck scales will not interfere with the day-to-day operation of the Transfer Station.

2. **TERM.** This Lease will commence as of November 23, 2013 and shall continue for a term of fifteen (15) years (the "Term"), provided, however, after the fifth (5th) anniversary of the commencement date of this Lease, Tenant may terminate the Lease at any time upon thirty (30) days advance notice and payment of an amount equal to twelve (12) months' rent. Tenant and Landlord agree that the Term of this Lease may be extended for additional one (1) year periods thereafter on such terms and conditions as Landlord and Tenant may mutually agree.

3. **DELIVERY OF POSSESSION.** Landlord will deliver possession of the Premises to Tenant upon the commencement of the Term as set out in Section 2 of this Lease, subject to the Landlord's right to use the truck scales as set forth in Section 1.

4. **RENT.** Tenant shall pay the Landlord for the use and occupancy of the Premises for Rent Years (hereinafter defined) one through five an annual rental of One Hundred Eight Thousand Dollars (\$108,000.00) per year, which shall be paid in twelve (12) equal monthly installments per year of Nine Thousand Dollars (\$9,000.00) per month in advance on or before the 10th day of each calendar month. Annual rent shall be adjusted at the beginning of the sixth Rent Year and the beginning of the eleventh Rent Year (each an "Adjustment Date") by the difference in the CPI measured for the most recently available twelve month period prior to the Adjustment Date. For purposes hereof, the following definitions shall apply:

(i) "CPI" shall mean the Consumer Price Index for South Urban Consumers, All Items (1982-84 = 100) issued monthly by the Bureau of Labor Statistics of the United States Department of Labor.

(ii) "Rent Year" means consecutive twelve month periods commencing on the first day of the first full calendar month after the Commencement Date.

In the event that the Bureau of Labor Statistics should change the base period (now 1982-84 = 100) of the CPI, or if a substantial change is made in the terms or number of items contained in the CPI, then the CPI shall be adjusted to the figure that would have been arrived at had the manner of computing this CPI in effect at the date of this Lease not been altered. In the event that the CPI is discontinued, Landlord shall select as nearly comparable statistics on the purchasing power of the consumer dollar as are then available, published in a responsible periodical of recognized authority.

Tenant shall pay a late charge of five percent (5.0%) of the rent due for any rent payment received after the fifteenth (15th) of the month. Rent for any portion of the calendar year shall be prorated on a calendar month basis. All rental payments provided for herein shall be payable to Landlord at the Landlord's notice address hereinafter set forth, until written notice of the contrary is received by Tenant.

5. **USE OF PREMISES.** The Premises may be used by Tenant for solid waste transfer, material recovery and other related uses, for vehicle storage and office space related to the foregoing and/or for any other lawful purposes of Tenant.

6. **TAXES.** Landlord will pay all real property taxes on the Premises during the Term. Tenant will pay all ad valorem taxes levied upon its trade fixtures, inventory, equipment and personal property.

7. **TENANT'S PERSONAL PROPERTY.** All of the personal property placed or installed on the Premises by Tenant shall be at the risk of Tenant, and Landlord shall not be liable for any damage to or the destruction of said personal property, or to Tenant, however occurring, unless due to the willful misconduct or negligence of Landlord.

8. **INSURANCE; DAMAGE; CONDEMNATION.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, (a) hazard insurance on the Premises and all improvements and fixtures thereon and thereto insuring the same for its full replacement value; (b) standard fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises and on its non-building standard leasehold improvements and all other additions and improvements (including fixtures) made by Tenant; (c) a policy or policies of commercial general liability insurance, including personal injury liability, contractual liability, products and completed operations liability, such insurance to afford minimum protection (which may be effected by primary and/or excess coverage) with a limit of not less than \$3,000,000.00 for personal injury or death and property damage in any one occurrence n. Tenant shall provide Landlord with proof of the existence of all required insurance at Landlord's request. Landlord shall be named as an additional insured on such policy. Should the Premises be partially destroyed by fire or other casualty, Landlord will with all due diligence, at its own expense, repair or restore the same so that thereafter the property will be substantially in the same condition as originally delivered to Tenant. In such event, the rent will abate in proportion to the restriction upon use by Tenant. Should the Premises be so extensively damaged by fire or other casualty as to make the Premises unusable by Tenant, then in such event, Tenant may terminate this Lease and the rent will cease and abate from the date of such destruction. In the event the Premises, or any part thereof, is taken in any proceeding by public authorities by condemnation or otherwise, or is acquired for public or quasi-public purposes, Tenant will have the option to terminate this Lease, in which case any unearned rent will be refunded to Tenant. In the event that only a portion of the Premises are taken by condemnation or other proceeding and the remaining part of the Premises will be reasonably usable by Tenant, and if Tenant elects not to terminate this Lease, then the rent will be reduced in the same proportion that the amount of space by which the Premises is reduced by such condemnation or other proceeding. In any such proceeding whereby all or part of the Premises is taken, whether or not Tenant elects to terminate this Lease, all parties will be free to make claim against the condemning party for the amount of the actual, provable damage done to each of them by such proceeding.

9. **WAIVER.** Each party hereby waives any and every claim, including any subrogation claims of its insurers, which arises or may arise in its favor or name and against the other party during the Term of this Lease for any and all of loss of or damage to any of its property located within or upon, or constituting a part of, the Premises which loss or damage is covered by valid and collectible fire and extended coverage policies, to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waivers will be in addition to, and not in limitation of, any other waiver or release contained in this Lease with respect to any loss of or damage to property of the parties hereto.

10. **UTILITIES/SIGNS.** During the Term, Tenant will pay for all electricity, heat, air conditioning, water, sewage, janitorial service, garbage disposal and other utilities or services required by it in the use of the Premises. Tenant shall have the right to install its signage on the Premises.

11. **CONDITION OF PREMISES; IMPROVEMENTS/ALTERATIONS.** Subject to Landlord's representations contained in this Lease and in reliance thereon, Tenant agrees to accept the Premises in its current condition, and any improvements, alterations, and/or remodeling during the Term will be done at the Tenant's expense. During the Term hereof, Tenant may make such improvements and alterations to the Premises necessary to facilitate Tenant's intended use approved by Landlord, such

approval not to be unreasonably withheld. Tenant shall have the right to remove any such alterations or improvements upon expiration or termination of the Term. At the expiration of the Term of this Lease, the Premises shall be in the same condition as at the Commencement Date, reasonable wear and tear, acts of Landlord or its agents, alterations or improvements Landlord has agreed may remain, and casualty excepted.

12. **REPAIRS AND MAINTENANCE.** Tenant will be responsible for maintenance and repairs to the drives and driveways included in the Premises, the roof, building exterior, and structural components of the Transfer Station and the Recycling Building other than replacement and major repair of the HVAC and building systems, and will pay all costs thereof when and as due. Tenant will also be responsible for all normal and routine repairs to and maintenance of the interior of the Transfer Station and the Recycling Building and the HVAC and building systems during the Term, unless such repairs are necessitated by any act or omission of Landlord or Landlord's agents, employees, independent contractors, invitees or licensees. Tenant will pick up all windblown debris on the Premises on a regular basis. Landlord will maintain all landscaping and lawns.

13. **INDEMNIFICATION.** Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, damages, fees or expenses (including reasonable legal fees incurred) arising by reason of injury to persons or property occurring on or from the Premises to the extent caused by (a) any negligent act or omission or willful misconduct on the part of Tenant or any employee, agent, independent contractor, invitee or licensee of Tenant, or (b) any breach or non-performance of any covenant in this Lease on the part of Tenant. Landlord agrees to indemnify and hold Tenant harmless to the same extent from Landlord's (or any of its agents', employees', independent contractors', invitees' or licensees') negligent acts or omissions or willful misconduct occurring upon the Premises. In no event, will either party be responsible to the other for indirect, special, or consequential damages.

14. **REMEDIES CUMULATIVE; NON-WAIVER.** No remedy available to Landlord or Tenant will be considered exclusive of any remedy, but the same will be distinct, separate and cumulative and will be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. The failure by either party to enforce its rights hereunder will not be construed to be a waiver of such rights unless such party has waived its rights in writing.

15. **LANDLORD'S REPRESENTATIONS.** Landlord represents and warrants that (a) it has full right, power and authority to lease the Premises upon the terms and conditions herein set forth; (b) Landlord will put Tenant into complete and exclusive possession of the Premises; (c) the Premises will, at the time of delivery of possession by Landlord, be properly zoned for Tenant's use as described in Section 5; and (d) as of the date of this Lease, to the best of Landlord's knowledge, the Premises is in compliance with all applicable federal, state and local statutes, codes, ordinances, rules and regulations, including without limitation, those with respect to (i) hazardous substances and environmental regulations, and (ii) all North Carolina Department of Health and Human Services regulations. This Section 15 is in addition to any other warranties, express or implied, by Landlord or by third parties with respect to the Premises or which otherwise may be created by law.

16. **ENVIRONMENTAL PROVISIONS.** Landlord will indemnify Tenant from and against any losses, costs, including reasonable attorneys fees, damages, or liabilities arising out of any

environmental contaminations of, or the presence of hazardous substances (including petroleum products) or asbestos or lead paint on, the Premises which existed prior to the Initial Term of this Lease (and after commencement of this Lease to the extent caused by Landlord or Landlord's agents, employees, independent contractors, invitees or licensees). Tenant will indemnify Landlord from and against any losses, costs, including reasonable attorneys fees, damages or liabilities arising out of any environmental contamination of, or the introduction of hazardous substances (including petroleum products) on, the Premises by Tenant during the Term of this Lease, it being expressly understood by Landlord that Tenant will have no liability hereunder for contamination migrating to the Premises from other properties, to the extent said contamination is not caused directly or indirectly by Tenant. The covenants contained in this Section 16 shall survive the expiration or termination of this Lease and shall continue for so long as either party, its successors and assigns, may be subject to any expense, liability, charge, penalty or obligation against which a party has agreed to indemnify the other under this Section 16.

17. **DEFAULT.** If Landlord (i) fails to pay when due mortgage payments, ground rent, or any other charge or assessment if required to be paid by Landlord hereunder, the lien of which is prior to this Lease, (ii) fails to perform any of the covenants or conditions of this Lease, or (iii) if any of the representations and warranties in Section 15 of this Lease proves to be untrue (individually or collectively, a "default"), then, if Landlord does not cure any such default within thirty (30) days after written notice has been given to Landlord (or such longer period as may be necessary to cure such default so long as Landlord initiates such cure within such thirty (30) day period and diligently pursues the cure to completion), unless such default in the reasonable opinion of Tenant constitutes an emergency, in which event Landlord will have only a reasonable period of time to cure such default, then Tenant may, at its option, either terminate this Lease or, in addition to any other remedies available at law or equity incur any expense necessary to perform such obligation of Landlord and deduct such expense from the rent first coming due under this Lease until such expense is paid. If Tenant (i) fails to pay when due any rent payments or any other charge or assessment if required to be paid by Tenant hereunder, or (ii) fails to perform any covenants or conditions of this Lease (individually or collectively a "default"), then, if Tenant does not cure such payment default (i) within ten (10) days after written notice has been given to Tenant, (ii) within thirty (30) days after written notice has been given to Tenant (or such longer period as may be necessary to cure such default so long as Tenant initiates such cure within such thirty (30) day period and diligently pursues the cure to completion), or (iii) if the Tenant shall become bankrupt or insolvent, or have filed against it in any Court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of the Tenant and such appointment shall not be vacated or set aside within sixty (60) days from the date of such appointment, or if the Tenant makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, then Landlord may terminate this Lease, in addition to any other remedies available at law or equity.

18. **NOTICES.** Any notices or other communications required or permitted hereunder will be in writing and will be sufficiently given if delivered personally, sent by registered mail or certified mail (return receipt requested), reputable express courier or facsimile. Such notice will be deemed effective when received if it is given by personal delivery, reputable express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at

the following addresses:

- (a) If to Landlord, addressed to:
Al Hill Properties, LLC
P.O. Box 9
Deep Run, North Carolina 28525
Attn: Howard A. Hill

- (b) If to Tenant, addressed to:
Waste Industries, LLC
3301 Benson Drive, Suite 601
Raleigh, North Carolina 27609
Attn: President

19. **SURRENDER.** Upon the termination or expiration of this Lease, Tenant will surrender the Premises, including the improvements made by Landlord described in Section 11, in substantially the same condition or repair as at the beginning of the Term, ordinary wear and tear, and damage by fire or other casualty, and damages caused by Landlord or Landlord's agents, employees, independent contractors, invitees or licensees, excepted. If Tenant shall remain in possession of the Premises or any part hereof after the expiration of the term of this Lease, either with or without Landlord's acquiescence, Tenant shall be deemed a Tenant at will, and such holding over by Tenant shall in no way constitute a renewal of this Lease.

20. **ASSIGNMENT.** Neither party may assign, transfer or encumber this Lease without the consent of the other, such consent not to be unreasonably withheld. Either party may mortgage its interest in the Premises provided that (a) Landlord's mortgagee shall enter into a written subordination, non-disturbance and attornment agreement in usual and customary form with Tenant and (b) Tenant's mortgagee shall enter into a written subordination agreement in usual and customary form subordinating its interest to the lien of Landlord's mortgagee. In connection with Tenant's mortgage, Landlord further agrees to enter into a written consent in usual and customary form consenting to an assignment by Tenant its interest in the Lease.

21. **BINDING EFFECTS.** This Lease will be binding upon and will inure to the benefit of the Landlord and Tenant hereunder and their respective heirs, legal representatives, successors and permitted assigns. The terms "Landlord" and "Tenant" will include, wherever the context admits or requires, singular or plural and the heirs, legal representatives, successors, and assigns of the respective parties.

22. **GOVERNING LAW.** This Lease will be construed and governed by the laws of the State of North Carolina.

23. **ENTIRE AGREEMENT; AMENDMENT.** This Lease contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and may not be modified or changed except in a writing signed by the parties hereto.

24. **SEVERABILITY.** The provisions of this Lease constitute separate and independent

covenants, and the invalidity or unenforceability of one or more provisions hereof will not affect the validity or enforceability of the remaining provisions. If any provision of this Lease is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof will remain in full force and effect in such jurisdiction; and (b) the invalidity or unenforceability of any such provision in such jurisdiction will not affect the validity or enforceability of such provision in any other jurisdiction.

25. **QUIET ENJOYMENT.** Landlord covenants and agrees that Tenant shall and may peacefully and quietly have, hold, possess and enjoy the Premises free from interference by any person or party for the duration of the Term provided herein and for the intended uses and purposes stated herein.

26. **RECORDING.** At Tenant's request, Landlord shall execute in recordable form a memorandum of this Lease for recording in the Lenoir County Registry.

[the next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have caused this Real Estate Lease to be duly executed as of the day and year set out below.

LANDLORD:

Al Hill Properties, LLC

By: *Donald A Hill*
Name: *Donald A Hill*
Title: *man/ mgr*

TENANT:

Waste Industries, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Real Estate Lease to be duly executed as of the day and year set out below.

LANDLORD:

Al Hill Properties, LLC

By: _____
Name: _____
Title: _____

TENANT:

Waste Industries, LLC

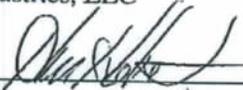
By:  _____
Name: Harry Habets
Title: President

EXHIBIT A
Premises



EXHIBIT B
Legal Description of Premises

BEING a portion of the following tracts of land located in Lenoir County, North Carolina:

TRACT 1 (PIN: 3582-90-4519):

Parcel 1: BEING all of that 12.21 acre tract as shown on a map entitled "Boundary Survey for Onslow Container Service", prepared by Johnny J. Williams Land Surveying, dated February 4, 2002, and recorded in Plat Cabinet 8, Page 133, Lenoir County Registry, said plat being incorporated herein by reference for a more accurate description.

Parcel 2: BEING all of that tract of land containing 2.012 acres as depicted on a map entitled "Boundary Survey for Al Hill Properties, LLC", prepared by Johnny J. William, PLS, dated December 19, 2005, and recorded in Plat Cabinet 10, Page 189, Lenoir County Registry, said plat being incorporated herein by reference for a more accurate description.

TRACT 2 (PIN: 3581-89-7149):

BEING all of that tract or parcel of land containing 4.55 acres, more or less, as depicted and delineated on that certain map entitled "Survey for Al Hill Properties, LLC". Trent Township, Lenoir County, Dated May 10, 2011, prepared by Atlantic Surveying, P.A., and being duly recorded in Plat Cabinet 12, Page 294, Lenoir County Registry, said plat being incorporated herein by reference for a more accurate description

From: [Mussler, Ed](#)
To: [Chao, Ming-tai](#)
Subject: FW: Deep Run Transfer Station (Permit 54-08-T)
Date: Thursday, February 06, 2014 10:04:04 AM
Attachments: [2014 Deep Run Transfer Station Ops Plan.pdf](#)
[LandownerCertification.pdf](#)
Importance: High

FYI

From: John Pflieger [mailto:john.pflieger@wasteindustries.com]
Sent: Wednesday, February 05, 2014 4:09 PM
To: Mussler, Ed
Subject: Deep Run Transfer Station (Permit 54-08-T)
Importance: High

Ed,

I made some revisions after discussing another transfer station with Mr. Chao, one of your engineers. Here is a revision of our operational plan at Deep Run Transfer with a certification from land owner.

A package with hard copies plan and owner/operator certifications is ready to send to DENR. Shall I send package to your attention?

Sincerely,

John Pflieger

From: John Pflieger
Sent: Friday, January 17, 2014 2:30 PM
To: Ed.Mussler@ncdenr.gov
Subject: Deep Run Transfer Station (Permit 54-08-T)
Importance: High

Ed,

I have attached the applicant signature page, operations plan revision, and a copy of the property lease to be utilized in transfer of permit 54-08-T. I have requested that OCS complete land owner signature form. Please inform me of any other information necessary.

Sincerely,

John Pflieger
Sr. EHS Specialist
Waste Industries
3301 Benson Drive Suite 601

Raleigh NC 27617
Office: 919-877-7523
Cell: 919-201-3033
Fax: 919-325-3018