



**ROCKINGHAM COUNTY
CONTRACT CONTROL SHEET**

Department Administering:

Department Contact:

Contractor Name:

Contract Amount:

Term of Contract to:

Administering Department

Are there any Federal Funds associated with this contract?

If Yes, Please attach Uniform Guidance Addendum & insert CFSA#

What is the source of the Federal Funds?

Amount of Federal Funds?

Were Uniform Guidance Procurement Requirements documented in writing?

Did you make Purchasing aware these were Federal funds?

Are there any exceptions to the Uniform Guidelines?

Is this a new vendor?

If this is a repeat vendor, when was your last contract with them?

Have the terms changed since you last contracted with this vendor?

Are you using the Standard County contract?

If No, attach Pre-Audit Certificate as the last page of the contract.

Does the Contract require a Business Associate Addendum Agreement?

Do you understand and agree with the terms of the contract?

Initial:

This **CONTRACT** is made, and entered into this the **7th day of September, 2022**, by and between **ROCKINGHAM COUNTY** (through its **Engineering & Public Utilities DEPARTMENT**, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the “**COUNTY**”) party of the first part and **WALL RECYCLING, LLC** (hereinafter referred to as “**WALL**”), party of the second part (together, **WALL** and the **COUNTY** are hereinafter referred to as the “**Parties**”).

1. RECITALS

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-275, the **COUNTY** is empowered to own, operate, and contract for the operation of public enterprises in order to furnish services to Rockingham County, North Carolina and its citizens;

WHEREAS, the **COUNTY** owns and operates an active municipal sanitary landfill (“**Active Landfill**”) and a closed municipal sanitary landfill (“**Closed Landfill**”) located at 281 Shuff Road, Madison, North Carolina, which are depicted on the **Operations Plan** attached hereto as **Exhibit A** and as further defined below. The **COUNTY** also owns and operates related **Appurtenant Facilities** at the 281 Shuff Road property, which includes a Public Convenience Site, Recycling Areas, Scrap Tire, White Goods and Yard Debris areas, and the areas to be used for future expansions. The **Active Landfill**, the **Closed Landfill**, and **Appurtenant Facilities** are hereinafter referred to as the “**Landfill**.”

WHEREAS, the **COUNTY** has determined that it is in the best interest of the **COUNTY’S** residents, from a financial, managerial, and liability standpoint, for the **COUNTY** to privatize operations, maintenance and management of the **Landfill’s** operations;

WHEREAS, on April 14, 2022 and pursuant to its authority set forth in N.C. Gen. Stat. § 143-129.2, the **COUNTY** issued a **Request for Proposals** (“**RFP**”) to solicit non-binding quotes from qualified respondents to enter into a contract to provide landfill operation services for the **Landfill**;

WHEREAS, the **RFP** expresses the **COUNTY’S** desire to secure long-term operations, management, and maintenance services agreement to ensure the continued use and expansion of the **Active Landfill** and **Appurtenant Facilities** for the **COUNTY’S** municipal solid waste disposal needs. Further, the **RFP** expresses the **COUNTY’S** desire to secure long-term landfill maintenance, monitoring, and post-closure care services agreement for the **Closed Landfill** and closed portions of the **Active Landfill**;

WHEREAS, the **COUNTY** received two bids in response to the **RFP**, one of which being a bid from **WALL** that was submitted to the **COUNTY** on or about May 18, 2022;

WHEREAS, **WALL’S** bid proposal demonstrates that **WALL’S** willingness and ability to perform the services described in the **RFP**;

WHEREAS, **WALL’S** bid proposal demonstrates that **WALL** is qualified to operate and manage the **Landfill**;

WHEREAS, the **COUNTY** has evaluated the two bids it received in response to the **RFP** and the **COUNTY** has concluded that **WALL** provided the best response to the **RFP**;

WHEREAS, the **COUNTY** desires to implement a long-term operations, management, and maintenance services agreement, as described in the **RFP**, through a **Franchise**;

WHEREAS, **WALL'S** response to the **RFP** indicates its qualifications and ability to be awarded a **Franchise** for the operation and management of the **Landfill**;

WHEREAS, **WALL** is willing to operate and manage the **Landfill** under a **Franchise Agreement** with the **COUNTY**;

WHEREAS, the **COUNTY** recognizes that additional time will be needed to prepare and approve a franchise for operations, management, and maintenance services for the **Landfill**;

WHEREAS, the **COUNTY**, due to staffing and resource challenges, has an immediate need for **WALL** to commence operation and maintenance services for the **Landfill** during the time period it will take the **COUNTY** to establish a franchise for the long-term operation, management, and maintenance of the **Landfill**;

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do agree as follows:

2. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or materials to be furnished under this contract (hereinafter referred to collectively as "**SERVICES**") and agreed charges are as follows:

Generally. **WALL** shall commence, diligently pursue, and complete the professional services as set forth in this Agreement. All services will be performed in accordance with federal, state, and local laws. **WALL** shall maintain current licenses and permits as required for services provided to the **COUNTY**. Any changes to the scope of services shall be made in writing in the form of Change Orders and mutually agreed upon by the Parties. **WALL** shall determine the method, details, and means of performing the services to be provided under the terms of this **CONTRACT**.

Scope of Services. Beginning on October 1st, 2022, **WALL** shall operate, manage, and maintain the **Landfill** consistent with the **Operations Plan**, as revised in March 2019. Notwithstanding the **SERVICES** to be provided by **WALL** under this **CONTRACT**, **WALL** shall be responsible for storm water management, gas collection and treatment, air quality monitoring, monitoring of groundwater monitoring wells, provision of site security, and maintenance and operation of leachate collection and disposal systems for the **Landfill** during the term of this **CONTRACT**. **WALL** will not be required to purchase existing landfill equipment until the **Franchise Agreement** has been signed by both parties and will have 30 days from that date to finalize the purchase of the equipment. **WALL** will not be required to make any financial contributions directed toward closure or **Post-Closure Activities**, and new cell construction during the term of the service agreement or prior to the **Franchise Agreement** is signed. Time is of the essence as cell construction work should begin in early 2023 to ensure airspace is available for continued disposal operations.

3. 3. TERM OF CONTRACT

The term of this **CONTRACT** for **SERVICES** is from **Octoberber 1, 2022 to September 30th, 2023**. However, this **CONTRACT** will automatically terminate on the effective date of a **Franchise Agreement** entered by and between the **COUNTY** and **WALL**. In the event that the **Parties** do not execute a **Franchise Agreement** on or before **October 30th, 2023**, this **CONTRACT** shall automatically be extended for an additional six (6) months to March 30th, 2024.

4. DEFINITIONS

“Active Landfill” shall mean the permitted (Permit No. 79-04), municipal sanitary landfill that includes existing Cells 1 through 4 and the proposed Cells 5 through 7 (and 8 vertical).

“Ancillary Operating Fee” shall mean the actual costs that are applied to the County’s FY2022-2023 budget line items that are allocated to the landfill operation.

“Appurtenant Facilities” means the Public Convenience Center, Recycling Center, Materials Recovery Facility, access and haul roads, unloading areas, scrap tire area, white goods area, yard debris areas, utilities, and all buildings, structures and appurtenances related to the Landfill.

“Closed Landfill” shall mean the permitted (Permit No. 79-01), municipal sanitary landfill areas known as Phases I through V, which are currently in post-closure care and have been since approximately May of 1995.

“Operations, Management, and Maintenance Fee” means the fees paid to **WALL** as described in this **CONTRACT**.

“Landfill” means the Rockingham County Landfill located at 281 Shuff Road, Madison, NC, which includes the **Active Landfill, Closed Landfill, Appurtenant Facilities**, and the areas to be used for future Expansions.

“NCDEQ” shall mean the North Carolina Department of Environmental Quality.

“Permits” shall mean all governmental permits, approvals, licenses and authorizations required for operations and management of the **Landfill** by federal, state, and local laws.

“Post-Closure Activities” shall mean all activities required by law or permit, which address the maintenance, care, and monitoring of the **Landfill** following its closure.

“Revenue Generating Materials” shall mean all solid wastes or other materials for which **WALL** or any Affiliate of **WALL** approved by **Rockingham County Board of Commissioners**, charges a fee for disposal in or reuse at the **Landfill**, and which are received by **WALL** at the **Landfill** gate for such disposal or reuse, including without limitation all materials to be beneficially reused as landfill cover or otherwise, but excluding (i) clean clay, (ii) clean soil, (iii) clean sand, (iv) materials purchased by **WALL** for construction, cover, or closure purposes, and (v) solid wastes received from the County for which **WALL** receives no tip fee.

5. PAYMENT TO WALL

WALL shall be paid **Operations, Management, and Maintenance Fees** equal to: (i) **thirty-eight dollars (\$38.00) per Ton** for **Revenue Generating Materials** disposed of in the **Landfill** originating in the **COUNTY**. Added to these **Operations, Management, and Maintenance Fees** shall be any federal, state or local taxes, fees, charges, costs or assessments not in existence on the Effective Date of this **CONTRACT**, and which taxes, fees, charges, costs and assessments are levied on **WALL** with respect to the disposal or processing of such above-described **Revenue Generating Materials**.

WALL shall be reimbursed by the County from the County's Cell Construction reserve account, for any Cell 5 construction project costs incurred during this contract term. This amount shall be paid to Wall based on actual costs incurred for design, material purchases or construction on Cell 5. Wall shall notify the County of the estimated costs for Cell 5 construction project in advance of incurring the cost to enable the proper obligation of the County funds.

6. PAYMENT TO COUNTY

WALL shall pay an **Ancillary Operating Fee** to the County, in an amount, not to exceed, \$285,000.00 for the term of this agreement, to be paid monthly payments, ending September 19th, 2023. The **Ancillary Operating Fee** will cover actual costs, provided by the County with supporting documentation, that are applied to the County's budget line items that are allocated to the landfill operation.

7. LEASE OF EQUIPMENT

The **COUNTY** shall lease the **Equipment** as noted in **Appendix B** to **WALL** for purposes of providing the **SERVICES** covered under this **CONTRACT** to the **COUNTY**. During the term of this **CONTRACT**, the **COUNTY** shall remain the owner of the **Equipment**. **WALL** shall be responsible for repairs, maintenance, and providing fuel for the **Equipment** during the term of this **CONTRACT**. The **Parties** acknowledge that the **COUNTY** intends to sell and that **WALL** intends to purchase the **Equipment** upon the execution of a **Franchise Agreement** between the **Parties**. The value of all equipment has been determined through a third-party evaluation with the average of the two prices provided to be the amount agreed upon by both parties. The approximate equipment value is \$1,903,000.00. The **Parties** therefore agree that the value of the **Equipment** for purposes of determining the purchase price shall be reduced by the amounts **WALL** incurs during the term of this **CONTRACT** for repairs or maintenance to the **Equipment**. Neither the **COUNTY** nor **WALL** shall remove any of the **Equipment** from the **Landfill** property, except as necessary to perform maintenance and repairs on the **Equipment**.

8. INDEPENDENT CONTRACTOR

Both the **COUNTY** and **WALL** agree that **WALL** shall act as an independent contractor and shall not represent itself as an agent or employee of the **COUNTY** for any purpose in the performance of the **WALL'S** duties under this **CONTRACT**. Accordingly, **WALL** shall be responsible for payment of all Federal, State and local taxes arising out of **WALL'S** activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the **SERVICES**, **WALL** is acting as an independent contractor and shall perform **SERVICES** in accordance with currently approved methods and practice in **WALL'S** professional capacity and in accordance with the standards of applicable professional organizations, licensing agencies, and regulatory requirements. The **COUNTY** agrees to cooperate with **WALL** in its efforts to satisfy its obligations under this **CONTRACT**. This cooperation will include executing documents and obtaining approvals necessary for **WALL** to operate and manage the **Landfill**. The **COUNTY** shall ensure that third-party contractors and/or consultants who provide services related to the **Landfill** during the term of the **CONTRACT** do not materially and adversely affect **WALL'S** ability to perform its obligations under this **CONTRACT**. **WALL** shall advise the **COUNTY** of conditions or third-party activities that impact **WALL'S** ability to the **SERVICES**; or any foreseeable risks which could otherwise impact effective delivery of the **SERVICES**.

9. INSURANCE AND INDEMNITY

WALL shall indemnify and save harmless the **COUNTY**, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the **COUNTY** or which the **COUNTY** must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this **CONTRACT**.

WALL shall be fully responsible to the **COUNTY** for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the **CONTRACTOR** is for the acts and omissions of persons directly employed by it.

WALL upon request by the **COUNTY** shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the **COUNTY** verifying the existence of any insurance coverage required by the **COUNTY**. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

10. TAXES

WALL shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. **WALL** shall substantiate, on demand by the Owner, that all taxes and other charges are being properly paid. **WALL** must submit North Carolina Sales Tax Affidavit with each pay application. If no taxes have been paid during pay application period, a Sales Tax Affidavit must still be submitted indicating such.

11. HEALTH AND SAFETY

WALL shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. **WALL** shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees from the work and other persons who may be affected thereby.

12. NON-DISCRIMINATION IN EMPLOYMENT

WALL shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. **WALL** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event **WALL** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State, or local law or this provision, this

CONTRACT may be cancelled, terminated, or suspended in whole or in part by the **COUNTY**, and **WALL** may be declared ineligible for further **COUNTY** contracts.

13. COMPLIANCE WITH E-VERIFY PROGRAM.

Pursuant to N.C.G.S. § 153A-449, **WALL** understands that it is a requirement of this contract that the Contractor and the Contractor's subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, **WALL** agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and **WALL** shall require its subcontractors to do the same. Upon request, **WALL** agrees to provide **COUNTY** with an affidavit of compliance or exemption.

14. NO ASSIGNMENT WITHOUT CONSENT

No party shall assign this **CONTRACT** (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights and the **COUNTY** shall not recognize any assignment in violation of this provision.

15. WORKERS' COMPENSATION

WALL shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to **WALL'S** employees in the manner and to the extent required by such Act. In the event **WALL** is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, **WALL** shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of the **SERVICES**.

WALL agrees to furnish the **COUNTY** proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

16. GOVERNING LAW

This **CONTRACT** shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this **CONTRACT** shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Middle District of North Carolina.

17. CONFIDENTIALITY

WALL agrees that any information received by **WALL** during any furtherance of **WALL'S** obligations in accordance with this **CONTRACT** shall be treated by **WALL** in full confidence and will not be revealed to any other persons, firms or organizations except in accordance with state and federal laws governing the proper handling of records.

18. FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations thereunder excused, in the event and during the period that such performance is prevented by a cause or causes beyond the control of operator. Such causes shall include acts of God, acts of war, riot, fire, explosion, accident, pandemic, epidemic, flood or sabotage; lack of adequate fuel, power or raw materials; or an unconditional prohibition of the operation of the site by judicial order, administrative or governmental laws, regulations, rules, requirements, orders or actions, including refusal to issue, cancellation, suspension or revocation of any permit, license or other authorization necessary for the construction and/or operation envisioned by this Agreement or the proposal; or national defense requirements; labor strike, lockout or injunction.

19. IRAN DIVESTMENT ACT

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- (a) That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) That the undersigned is authorized by the Vendor to make this Certification.

20. OTHER PROVISIONS

This **CONTRACT** is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto. The terms contained in this **CONTRACT** shall prevail over and supersede any conflicting terms contained in attachments or appendices to the **CONTRACT**.

In the event federal funds are associated with this **CONTRACT** and the required Uniform Guidance Contract Addendum is attached, the terms of the attached Uniform Guidance Contract Addendum shall prevail and supersede any contract terms contained in this **CONTRACT**. Alternatively, should this **CONTRACT** contain the most restrictive terms, the terms contained in this **CONTRACT** shall prevail over and supersede any conflicting terms contained in attachments or appendices to the **CONTRACT** so long as it is consistent with State and Federal Law.

Notwithstanding anything to the contrary contained herein, the **COUNTY** shall have no obligation under this **CONTRACT** unless and until the County's Finance Officer or Deputy Finance Officer, in the sole discretion of the County, has (i) performed the preaudit procedure required by G.S. 159-28(a1), and (ii) signed and affixed a preaudit certificate to this **CONTRACT** in substantially the form required by G.S. 159-28(a1).

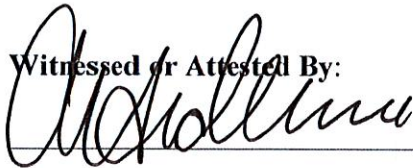
21. CONTRACT DOCUMENTS/AMENDMENTS

This document together with any attached exhibits constitutes the entire **CONTRACT** between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

22. SIGNATURES

Both the **COUNTY** and **WALL** agree to the above contract.

Witnessed or Attested By:



ROCKINGHAM COUNTY
Engineering & Public Utilities Department

By: Ernald E. Tatro

Title: Director of Engineering & Public Utilities

Date: 15 Sept 2022

Witnessed or Attested By:



WALL RECYCLING, LLC

By: [Signature]

Title: President

Date: 9/14/22

“This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.”

Patricia P. Galloway, Finance Officer

APPROVED AS TO FORM

John M. Morris, County Attorney

PREPARED FOR:

ROCKINGHAM COUNTY
ENVIRONMENTAL AND ENGINEERING SERVICES
GOVERNMENT CENTER
371 NC 65, SUITE 206
WENTWORTH, NORTH CAROLINA 27375



**ROCKINGHAM COUNTY PERMIT NO. 7901-MSWLF-1979 &
SUBTITLE D LANDFILL PERMIT NO. 7904-MSWLF-1995**

PHASE 4 EXPANSION

SECTION V - OPERATIONS PLAN

**MAY 2018
REVISED MARCH 2019**

PREPARED BY:

JOYCE
ENGINEERING

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Drawing No. OP-01 Operations Plan: Existing Conditions
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Drawing No. OP-03 Operations Plan: Operational Phasing – Final Grading Plan

Appendices

Appendix V-1 Random Waste Screening Forms & EPA Decision Tree
Appendix V-2 POTW Agreement Letter
Appendix V-3 Title V Air Permit
Appendix V-4 NCDEQ Letter Dated March 4, 1996

V. OPERATION PLAN

This operation plan describes how the design and construction plans will be implemented during the life of the Rockingham County Subtitle D Landfill (Permit No. 7904-MSWLF-1995). The plan consists of drawings and accompanying text, which illustrate existing conditions, cell progression, waste placement and daily operations, leachate management, special waste management, buffer zones and soil borrow procedures. In addition, the plan also defines activities on old pre-Subtitle D closed landfill areas (Areas I-V, Permit No. 7901-MSWLF-1979).

1.0 LANDFILL DEVELOPMENT PLAN

1.1 Existing Conditions

The Rockingham County Solid Waste Management Facility (Permit Nos. 7901-MSWLF-1979 and 7904-MSWLF-1995) is owned and operated by Rockingham County. In FY2017, approximately 342 tons of municipal solid waste was managed daily at the facility, which is located on S.R. 226 (Shuff Road) approximately 5 miles east of Madison, North Carolina.

The Rockingham County Solid Waste Management Facility lies on a property totaling 230 acres and consists of a closed pre-Subtitle D landfill Areas I-V (Permit No. 7901-MSWLF-1979) and an active Subtitle D landfill (Permit No. 7904-MSWLF-1995).

The old closed pre-Subtitle D MSW landfill (Permit No. 7901-MSWLF-1979) comprises of five closed disposal areas namely Areas I-V. Drawing No. OP-01 delineates activities on the capped and closed landfill areas (Areas I-V). The County has used closed Area IV to store wood waste and white goods. The white goods storage area was included in the last revision of Drawing No. OP-1, dated December 2011. No changes to this activity are proposed as part of this permit to construct application.

The County received authorization from NCDEQ for temporary storage of yard waste on the closed landfill Area IV in March 1996. A copy of the authorization letter is included in Appendix V-4. The approximate limits of the yard waste storage area are shown on Drawing OP-01.

The County is using closed Areas I-II to store roll-off containers and to temporarily store mulch. The approximate limits of each activity are shown on Drawing OP-01. The County will continue to use the existing convenience center on the closed Areas I-II, and an electronics recycling storage area adjacent to the convenience center as shown Drawing OP-01. Procedures to protect the cap of closed Areas I-IV are included in Section 9 of this plan.

The active MSW Subtitle D landfill (Permit No. 7904-MSWLF-1995) consists of 82 acres approved for lined capacity by the Solid Waste Section of NCDEQ. The approved lined capacity acreage has been subdivided into eight (8) five-year Phases (the original Facility Plan divided the facility into 16 cells). The third phase is currently active.

The Phase 3 disposal area was completed in October 2006 and a permit to operate was approved by the Solid Waste Section in May 2007. A vertical expansion on Phases 1-3 was permitted by

NCDEQ in August 2013. Currently, the vertical expansion of Phase 3 is active. Development of subsequent Phases (4-7) will progress west to east adjacent to Phase 3. Phase 8 is a vertical expansion.

The existing conditions of the active landfill (Permit No. 7904-MSWLF-1995) are presented on Drawing No. OP-01.

1.2. Proposed Development

Five additional phases of development, Phases 4-8, for municipal solid waste are proposed. This proposed development is located in areas that have previously been designated as suitable for landfill development and are described in more detail in the Facility Plan. The Phase 4 disposal area described in the Engineering Plan consists of 11 acres immediately east of the active Phase 3 area. Development of subsequent Phases (5-7) will progress west to east adjacent to Phase 4. Phase 8 will be a vertical expansion.

Phases 1-3 vertical expansion (active phase) increased the cap elevation across Phases 1, 2 and 3 to approximately elevation 836 with a bench at elevation 760. The side slopes are designed to be 3' horizontal to 1' vertical (3:1). Phases 1-3 vertical expansion added an additional 1,060,000 of airspace.

Approximately 265,000 cy of soil will need to be excavated to achieve Phase 4 subgrade elevations, as depicted on Drawing No. EP-02 of the Engineering Plan. There will be approximately 40,000 cy of material needed as fill in order to develop the access road and berms. The remaining, 225,000 cy will be stockpiled onsite and used for daily cover and capping needs. At a waste to soil ratio of 7:1 approximately 91,113 cy of soil will be needed for daily cover during the life of Phase 4. The cap will require approximately 70,987 cy of soil material. The remainder of the soil may be available to be used in the future development of additional phases or other on-site needs.

The Sheriff's Department utilizes a portion of the land to the northeast of the facility as a shooting range.

2.0 GENERAL OPERATING CONDITIONS

2.1. Hours of Operation

The landfill is open to private waste haulers and the public from 7:30 a.m. to 4:15 p.m. Monday through Friday; and 7:30 a.m. to 12:30 p.m. on Saturday. Nine holidays are observed; New Year's Day, Martin Luther King Day, the Saturday after Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

2.2. Site Access and Safety

Access to the landfill is controlled through a single access road with a secure gate to prevent access when the landfill is not open. A sign containing information required in Rule .1626(6)(e), (i.e.,

dumping procedures, hours, permit number, etc.) is posted at the landfill entrance. During operating hours, traffic is routed from the entrance gate over weigh scales to a gravel access road leading to the disposal area. Directional signs and speed limit signs are posted to provide traffic control. The road is maintained so that it is passable during all weather conditions. An attendant is on duty at the scale house at all times during operating hours.

2.3. Waste Acceptance

The landfill will accept only those solid wastes included in the current permit, including household, commercial, and industrial solid wastes. The facility will not accept conditionally exempt small quantity generator waste. These types of waste are defined in Rule .1602 as follows:

- Household waste means any solid waste derived from households including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.
- Commercial solid waste means all types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial wastes.
- Industrial solid waste means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under Subtitle C of RCRA. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/ foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

Remains of dead animals are disposed of in the active working face of the Subtitle D Landfill. The carcasses are covered with soil immediately upon disposal.

No waste that is known to contain asbestos is accepted at the facility. If suspect loads are presented for disposal, the generator is given the option of testing a representative sample for the presence of asbestos. If none is present, the waste may be accepted.

Industrial waste as defined above is accepted at the facility. Particular care is taken with some waste streams that are difficult to compact, or which may present a threat of damage to landfill equipment. Loads of industrial waste are visually inspected for contents, which are prohibited from landfill disposal, or for potential sources of fire. The random waste screening program is described in further detail below.

On or before August 1 of each year, Rockingham County will report to the Solid Waste Section the amount of waste received in tons at this facility and disposed in the landfill units. Data will be transmitted on forms prescribed by the Section. The report will include the following:

- The reporting period shall be for the previous year beginning July 1 and ending on June 30.
- The amount of waste received and landfilled in tons, compiled on a monthly basis by county or transfer station of origin and by specific waste type if diverted to a specific unit within the permitted facility; and
- The completed report shall be forwarded to the Regional Waste Management Specialist for the facility. A copy of the completed report shall be forwarded to the County Manager of each county from which waste was received.

2.4. Prohibited Waste

The landfill will not accept:

- hazardous waste as defined within 15A NCAC 13A, including hazardous waste from conditionally exempt small quantity generators;
- polychlorinated biphenyl (PCB) wastes as defined in 40 CFR 761;
- liquid wastes (i.e., any waste material that is determined to contain "free liquids" as defined by SW-846 Method 9095 (Paint Filter Liquids Test), unless the waste is household waste other than septic waste or waste oil, or leachate or gas condensate derived from the landfill; and
- barrels and drums unless they are empty and sufficiently perforated;
- other wastes specifically banned from landfill disposal by rule or statute, such as lead acid batteries, whole tires, used oil, or aluminum cans;
- pallets.

A sign is posted at the landfill gate (see Section 2.2 above) that reads, "No hazardous or liquid waste accepted without written permission from the Solid Waste Management".

Rockingham County will notify the Solid Waste Section of NCDEQ within 24 hours of attempted disposal of any waste the landfill is not permitted to receive, including waste from outside the area the landfill is permitted to serve. The waste screening program is described later in this Operations Plan.

2.5. Special Wastes

The landfill accepts "special wastes" such as inert debris, scrap tires, and wood waste, but separates these wastes from the general disposal area.

Tires are loaded in a transfer trailer located near the old maintenance building. The County contracts with a private hauler to transport the tires off-site.

Scrap metals and white goods are separated from the general waste and stored for salvage by a private recycler. Prior to hauling off site, the County recovers refrigerants and removes unacceptable parts.

The landfill operates a recycling convenience center near the scale house that has a single stream compactor for household recyclables such as aluminum cans, glass, plastics and cardboard. Also collected at the convenience center are used motor oil, antifreeze and lead acid batteries. The batteries and oil are removed from the site and recycled by private contract.

Clean wood wastes are accepted at this facility, but are not disposed of in the landfill. This waste stream is processed in the composting area, where it is chipped, shredded, and placed in windrows for mulching. The final product is sold to private industries/businesses as boiler fuel.

No 'swap shop' activities or pilfering is allowed at the facility

2.6. Litter Control

Prompt compaction of waste at the working face is the primary method used to control blowing litter. Also, temporary fences are provided to contain windblown material during operations. In addition, landfill personnel pick up windblown litter as needed along the access road and in locations around the active disposal area.

2.7. Equipment

The Rockingham County landfill personnel will maintain on-site equipment required to perform the necessary landfill activities. Periodic maintenance of all landfilling equipment will either be performed on-site or at designated maintenance facilities outside of the landfill. During the operational life of the facility, equipment needs will be reviewed annually, and additional equipment purchased or leased as needed. New equipment will be phased in as older equipment is retired.

2.8. Air Quality

Open burning of solid waste, including yard waste and brush, is prohibited at the landfill. Burning of brush and/or stumps would only be requested on an infrequent basis in conjunction with clearing or construction events, if at all.

The landfill is subject to a former federal regulation that required landfills with a design capacity greater than 2.5 million megagrams (Mg) and an NMOC emission rate greater than 50 Mg/year to install and operate an active gas collection and control system (GCCS). The County first reported a permitted design capacity of greater than 2.5 million Mg in a letter from JOYCE to NCDEQ dated September 16, 2013. In that letter an NMOC emission rate of 277 Mg/year was also reported, based on Tier 1 methodology.

To avoid triggering the requirement to comply with the standards presented in 15A NCAC 02D .1703 (b) of the North Carolina Environmental Management Rules, a Tier 2 test was performed in March 2014. From the Tier 2 testing, the NMOC concentration was determined to be 235 ppmv as hexane. Accordingly, the resulting NMOC emission rate for 2013 was re-calculated to be 16.6, 16.8, 17 and 17.3 Mg/year for years 2013-2016, respectively.

Since the NMOC emission rate is less than 50 Mg/year, the landfill does not trigger the NSPS requirements to install and operate an active GCCS. However, there is an existing GCCS which the County operates on a voluntary basis. The collected LFG is routed to a utility flare.

The MSW Landfill will be subject to the new federal rule, 40 CFR 60, Subpart XXX “Municipal Solid Waste Landfills that Commenced Construction, Reconstruction or Modification after July 17, 2014,” once Phase 4 is permitted. The Division of Air Quality will be informed of this permit amendment for Phase 4 expansion.

In 2010, the County was awarded a grant through the State Energy Office of American Recovery and Reinvestment Act (ARRA) to install the landfill gas collection and control system. An underground HDPE pipe network was installed to extract landfill gas through existing gas vents using Landtec wellheads from Cells 3 and 5. The header pipe terminates just east of the leachate pond where a blower/flare station was installed. Specific details of the plans are shown in the *Rockingham County Landfill Gas Collection System Construction Plans* dated March 2011.

The condensate will ultimately be removed as part of the pumping and hauling of leachate out of the leachate pond. Joyce Engineering has observed annual condensate generation at various landfill gas collection systems to be approximately 20,000 gallons per year. This system may be expanded in the future per NSPS regulations or for beneficial use.

2.9. Dust, Odor, Fire and Vector Control

Dusty road surfaces will be sprayed with water from a water truck during windy, dry weather. Odors and disease vectors will be controlled by promptly covering the waste at the working face, and by the use of daily cover. Daily cover is described in more detail in a subsequent section.

Incoming waste loads shall be observed by site operators for evidence of fire such as flames, smoke, or the odor of burning material. Burning loads will be extinguished before dumping if possible. If there is evidence of fire in the landfill itself, the Rockingham County Director of Engineering & Public Utilities will be notified immediately. If possible, the waste will be removed or segregated from other waste in the disposal area. The landfill operator will evaluate the situation to determine whether the fire can be extinguished using fire extinguishers and equipment present at the site, or if off-site equipment will be needed. If necessary, the local fire department will be called to render assistance in extinguishing the fire. Fires that occur at the landfill will be reported verbally to the Solid Waste Section of NCDEQ within 24 hours and in writing within 15 days.

Fire extinguishers shall be located on each piece of equipment on site. Equipment operators shall be trained in the use of these extinguishers. Fire extinguishers will be used for small, localized

fires. A stockpile of soil shall be maintained near the working face to be used for extinguishing small surface fires that may be too large to control with the fire extinguishers carried on the landfill equipment.

Emergency equipment will be called in the case of fires too large to be extinguished with fire extinguishers, equipment on site or soil as described above. Water contained in the sedimentation ponds on site and creeks bordering the site could be used in an emergency to aid local firefighters in extinguishing larger fires.

2.10. Scavenging/Salvaging

The unauthorized removal of waste from the landfill is prohibited.

3.0 RANDOM WASTE SCREENING PROGRAM

3.1. Authority

The Rockingham County Department of Engineering and Public Utilities has implemented this Random Waste Screening Program in accordance with North Carolina's Solid Waste Management Regulations, Rule .1626(1)(f). Key elements of this rule addressing waste screening are as follows:

The owner or operator shall implement an inspection program to detect and prevent disposal of hazardous and liquid wastes and polychlorinated biphenyls (PCB). This program shall include, at a minimum:

- Random inspections of incoming loads unless the owner or operator takes other steps to ensure that incoming loads do not contain regulated hazardous or liquid wastes or PCB wastes;
- Records of any inspections;
- Training of facility personnel to recognize regulated hazardous waste, liquid waste, and PCB wastes; and
- Development of a contingency plan to properly manage any identified hazardous and/or liquid wastes.

3.2. Random Selection

While all incoming loads of waste are visually observed as they enter the facility, loads will be randomly selected on a regular basis for a thorough inspection of their contents. The personnel conducting the inspection will randomly select at least one vehicle per week at the working face. One percent of loads will be inspected in this manner. A random truck number and time will be selected (e.g., the tenth load after 10:00 a.m.) on the day of inspections.

3.3. Record Keeping

Sample report forms for record-keeping purposes are included in Appendix V-1. These forms are completed at each inspection. Beginning in 2005, all reports and resulting correspondence are maintained at the Rockingham County Landfill office for a minimum of five years. Following this

period, the files will be archived on-site at the Rockingham County Landfill Operations Building. These files will be maintained for the life of the landfill and during the post-closure period.

3.4. Training

Inspections will be carried out and supervised by landfill staff trained to identify and manage hazardous and liquid waste. Landfill operators responsible for screening waste will be trained by attending a waste screening training course.

3.5. Inspection Site

Inspections will be conducted in a designated area in the landfill near the active working face, where potential runoff can be contained.

3.6. Action Plan

The following action plan details the procedure for conducting random waste inspections.

- 1) Dump single load in prepared area. Detain truck and driver until inspection is completed.
- 2) Spread waste with compactor and/or hand tools as appropriate. Hand rake loads that include items such as large closed containers to avoid possible rupturing of the containers. Have appropriate safety equipment present. Minimum safety equipment:
 - Rubber gloves;
 - Rubber boots;
 - Safety glasses; and
 - Long handled hoe.
- 3) Examine waste for prohibited materials and/or safety hazards:
 - Containers labeled hazardous;
 - Excessive or unusual moisture;
 - Regulated biomedical (red bag) waste;
 - Powders, dusts, smoke, vapors, or chemical odors;
 - Sludges, pastes, slurries, or bright colors (such as dyes); and
 - Unauthorized waste.
- 4) Take appropriate action(s) as follows:
 - Incorporate acceptable waste into working face.
 - Hold suspect waste for identification by on-site personnel and, if necessary, confirmation by others such as a contract laboratory, hazardous waste management firm, or state and/or federal regulator.

- Interview driver and hauler to identify the source of suspect waste in the load.
- Hold rejected hazardous or liquid waste for generator.
- Arrange for hazardous or liquid waste collection by licensed collector, or verification that arrangements have been made by others.

5) Document Actions:

- Record Inspection.
- Retain Reports.
- Report hazardous, liquid, or PCB wastes to Solid Waste Section and other agencies as appropriate.
- A record will be made for the disposition of any unacceptable waste.

Legal responsibility for waste being brought to the landfill belongs to the generator and transporter. Rockingham County does not accept responsibility for unacceptable waste that is brought to the facility, and costs for testing or removal will be the responsibility of the generator and/or hauler.

4.0 SUBCELL PROGRESSION AND WASTE PLACEMENT

4.1. Subcell Progression

Phase 4 base grade is divided into two drainage areas, Sumps 4A and 4B drainage areas. A two foot diversion berm will be installed separating Sump 4A and Sump 4B drainage areas, as indicated on Drawing No. OP-02. Sumps 4A and 4B will be both equipped with a dual valve to allow uncontaminated stormwater to be pumped into the stormwater channels that conveys flow into a sediment basin, prior to waste filling operations.

Rockingham County plans to start filling the northern portion of Phase 4 which drains to Sump 4A. In the meantime, uncontaminated stormwater can be collected and removed from Sump 4B.

Filling will begin in the south end of the Sump 4A drainage area, along the proposed berm, and progress northwestward. Constructing the first subcell at this location provides for a convenient transition from Phase 3 to Phase 4 since haul trucks can access the disposal face without having to traverse unopened lined areas. This will reduce the potential for damage to the underlying leachate collection system and liner by limiting traffic to areas that already have a lift of waste in place.

Once 4A is filled, the pumping of stormwater from Sump 4B will be permanently halted. Rockingham County can proceed with filling Sump 4B drainage area. Filling in 4B will begin in the north end of the Sump 4B drainage area, along the proposed berm, and progress south.

4.2. Waste Placement and Compaction

The waste will be dumped in the active subcell as closely as possible to the working face, then pushed if necessary to the desired area. The length of the daily working face will be maintained at approximately 100 feet to provide space for several trucks to dump at the same time. The width

of the working face will vary, depending on the rate of waste acceptance on a given day, weather conditions and other factors, but will be maintained as small as possible. The waste will be compacted as described below.

To minimize the chance of damage to the liner in any new subcell, the initial lift of waste will be at least 5 feet thick, and will consist of only residential, non-bulky waste. Compaction of the first lift will be minimal because later lifts will surcharge the initial lift so that there is no net loss of density. Typical compaction procedures on lifts above the initial one will involve placement of waste in thin layers (1-2 feet thick) as flat as is practical. The compactor will roll across and slightly past the waste (to prevent wind-blown material leaving from the edge of the lift) a minimum of three times. Based on a capacity analysis performed in 2017, the approximate in-place density of waste and soil combined is approximately 1,324 pounds per cubic yard. This waste density calculation will be reviewed periodically and operational procedures may be revised to improve the efficiency of the site.

4.3. Daily Cover

At the end of each day's operation, compacted waste in the subcell shall be covered with either a minimum six inches of soil, or an approved Alternative Cover Material (ACM). The facility is approved to use tarps, a soil/mulch mixture, and automotive shredder residuals as an ACM.

When soil is used, at least two passes of heavy equipment will be made over the area to provide adequate soil compaction. Waste may be covered more frequently than once per day if necessary to control fires, odors, or blowing litter.

In using soil/mulch mixture as an ACM, the soil/mulch mixture can be mixed at a ratio from 80% soil to 20% mulch up to 50% soil to 50% mulch by volume. Soil/mulch mixture can be applied, in lieu of soil, to a full depth of six inches or greater. During the use of soil/mulch mixture as an ACM, soil cover to a full depth of six inches or greater shall be applied once per week.

As an alternate to soil, a tarp may be used to cover waste for up to one week. At least once per week, soil will be used as daily cover as prescribed in the facility's permit to operate, Operational Condition No. 12.

4.4. Intermediate Cover

In areas where another lift of waste will not be placed for at least 12 months, an additional 6 inches of soil shall be placed over the daily cover for a total of 12 inches of intermediate cover. Provisions for a vegetative ground cover sufficient to restrain erosion shall be accomplished within 120 calendar days following completion of each phase of development.

5.0 LEACHATE MANAGEMENT PLAN

5.1. Maintenance of the Leachate Collection System

The operator will conduct periodic visual inspections to assess the overall condition and performance of the leachate collection and storage system. Leachate levels in the storage lagoon will be monitored regularly, and particularly after storm events, to assess the need for leachate removal and hauling. Two to three feet of minimum freeboard will be maintained at all times in the pond to allow a factor of safety for catastrophic rain events. A normal 3 foot freeboard height will be marked on the liner in addition to the two foot maximum line to serve as the normal acceptable maximum storage volume. These marks will be constructed in a permanent manner to ensure that the potential for overflow is kept to a minimum. If the two foot line is exceeded, additional hauling assets will be dedicated to the landfill to ensure that no overflow occurs. Cleanouts are provided to allow access to the leachate collection system. Water under pressure can be introduced through these cleanouts periodically as needed using on-site water trucks for preventive maintenance of the piping system. Records will be maintained in accordance with section 8.0 of this Plan. Mechanical equipment may also be used to mitigate clogging. Leachate generation records will be reviewed to ensure a normal flow of leachate is maintained. If there is an unexpected decrease or increase in leachate production rates, or if other factors indicate that there is a need for additional maintenance, lines may be cleaned and otherwise inspected to ensure normal operation is maintained. In addition, header lines that are to be used by subsequent cells to transmit leachate to the leachate lagoon will be cleaned and inspected by video camera to ensure suitability to transmit anticipated leachate volumes before the tie in of future cells.

5.2. Leachate Generation Records

Rockingham County maintains records of leachate hauled from the leachate pond at the landfill. The volume of leachate in the lagoon is checked on a regular basis and after every significant storm event. Records will be maintained in accordance with section 8.0 of this Plan. In addition to leachate generation quantities, Rockingham County will maintain analytical data from leachate sampling events.

5.3. Leachate Monitoring

The chemical composition of untreated leachate generated will be analyzed at least semi-annually, concurrent with water quality sampling. The leachate will be analyzed for the Detection Monitoring constituents (EPA Appendix I list from Subtitle D) required by Rule.1633, as well as pH, specific conductance, BOD, COD, total suspended solids, phosphate, nitrate and sulfate. Test results will be submitted to the Solid Waste Section and maintained by the County in accordance with section 8.0 of this Plan.

5.4. Leachate Disposal and Recirculation

Leachate will continue to be collected on site and stored in the existing on-site leachate storage pond. This facility is permitted to co-dispose of wastewater treatment sludge generated within the facility's approved service area. The leachate is periodically removed by pumping into a tanker truck for transport to Wentworth, where it is introduced into a sanitary sewer that carries it to the Eden wastewater plant for treatment and disposal. The capacity to haul and dispose of leachate generated by the facility is greater than the projected generation rate, regardless of the severity of

storm events that may occur. A copy of the approval documentation from the receiving plant is included in Appendix V-2.

The landfill currently does not recirculate its leachate into the existing phases of the landfill. If in the future the County proposes to use leachate recirculation on any part of the landfill, an application will be submitted to the State for approval.

5.5. Contingency Plan for Extreme Conditions

Rockingham County Landfill currently has a contract to haul leachate from the pond as described above. If required by extreme conditions, additional hauling capacity will be obtained from subcontract haulers or by the rental of tanker trucks. If, for some reason, the receiving facility no longer accepts the leachate, it will be pre-treated to facilitate acceptance, or hauled to another POTW or commercial pretreatment facility.

6.0 ENVIRONMENTAL MONITORING PROGRAMS

6.1. Water Quality

The water quality monitoring program for groundwater and surface water is described in the standalone Water Quality Monitoring Plan included in this Permit to Construct Application (Section VII). Please refer to that plan for a detailed discussion of the program.

6.2. Landfill Gas

Landfill gas is a by-product from the decomposition of organic waste in a sanitary landfill. The major components of landfill gas are methane and carbon dioxide. Other gases, such as volatile organic compounds, are present in trace quantities. To protect public health and safety in the vicinity of the landfill, landfill gas produced by the decomposition of refuse will be controlled and monitored during the operational, closure, and post-closure periods. A gas management plan, including gas monitoring, will be implemented for the purpose of maintaining the concentration of methane gas below the following regulatory levels:

- The concentration of methane gas generated is not to exceed 25 percent of the lower explosive limit (LEL) for methane in on-site structures (excluding gas control or recovery system components); and
- The concentration of methane gas is not to exceed the LEL for methane at the facility property boundary.

The landfill gas management plan for the active landfill is currently proposed to include monitoring, and passive and active gas collection in the landfill. The landfill gas management plan for the closed landfill includes collection of the gas through pipes which will be conveyed to a blower/flare. The collected landfill gas is control by a utility flare. Other remedial measures will be implemented as needed to mitigate a potential gas migration problem.

6.2.1 General

Landfill gas monitoring at the Rockingham County Landfill will be performed during the active life of the landfill and throughout the post-closure care period. At a minimum, quarterly monitoring will be conducted at all subsurface gas detection probes and in all structures located on the landfill property.

Gas detection probes, or wells, will be installed as necessary on the site as additional phases are constructed. They will be designed to extend to a depth at least equal to the maximum depth of waste in the area of the monitoring point, or to either bedrock or the water table, whichever is encountered first. Probe locations will likely be field engineered due to varying topography adjacent to expansion areas that may limit access with a drill rig. Construction records for the gas probes will be submitted to the Solid Waste Section of NCDEQ upon completion.

Landfill gas vents will be installed along with the final cover system. These vents will be connected to the existing gas collection pipe system. These vents will be installed at a density of approximately one per acre of cap surface area. A construction detail of these vents is shown in the Engineering Plan.

In fall of 2017, six landfill gas vents (GV-31, GV-31A, GV-36, GV-36A, GV-37, GV-37A) were installed in the southeast corner of the Subtitle D Landfill, Permit No. 7904-MSWLF-1995, as part of a groundwater remediation plan. Additionally three passive landfill gas vents (GV-1, GV-2, and GV-10) were installed in the southwest corner of the Subtitle D Landfill, Permit No. 7904-MSWLF-1995, to mitigate landfill gas migration. The landfill passive gas vents were installed by advancing a 30 inch \pm diameter borehole from existing grade with a Bucket drill rig to a target depth specified in accordance with the liner system depth.

6.2.2 Monitoring Procedure

Record Keeping: The operator will record the date, time, location, sampling personnel, atmospheric temperature, reported barometric pressure, and general weather conditions at the time of sampling, in addition to the concentration of combustible gases. Records will be maintained in accordance with section 8.0 of this Plan.

On-site Structures: Gas monitoring in on-site structures will attempt to identify the "worst case" concentrations. Quarterly monitoring will be conducted at the earliest possible time after the structure has been unused (e.g., a morning after a weekend or holiday). The monitoring locations will be in corners along floors and ceilings, at cracks in the floor, and at other areas likely to accumulate gas. Gas monitoring will also be conducted in any confined space requiring the entry of personnel for maintenance or inspection. The monitoring will take place prior to entry by personnel in accordance with OSHA regulations.

Gas Detection Probes: Gas monitoring in detection probes will consist of attaching the monitor to each tubing within the probes, and recording both the initial concentration and steady state

concentration of combustible gases. SWANA guidelines for purging wells and other monitoring procedures will be followed.

Equipment: A portable combustible gas monitor, measuring the concentration of combustible gases in units of percent of lower explosive limit, shall be used to conduct gas monitoring. Lower explosive limit (LEL) means the lowest percent by volume of a mixture of combustible gas in air that will propagate a flame at 25 degrees Celsius and atmospheric pressure. The gas monitor shall be calibrated to methane using the manufacturer's calibration kit and procedure before the monitoring activities begin.

6.2.3 *Response to Detected Combustible Gases*

The regulatory maximum levels for explosive gas are 100% LEL at the facility boundary and 25% LEL in on-site structures. At a minimum, the following actions will be taken if methane gas levels exceed those standards:

- 1) The Solid Waste Section will be notified immediately;
- 2) Immediate steps necessary to protect human health will be identified and implemented. If the standard in structures is exceeded, these will include:
 - Elimination of smoking materials and all ignition sources;
 - Evacuation of all personnel;
 - Ventilation of the structure;
 - Personnel will not be allowed to reenter the building except to perform gas monitoring until the results of additional monitoring indicate that methane concentrations are stabilized below 25% LEL;
 - Assessing the origin and pathways of the gas migration.

Within seven days of detection, the monitoring results will be placed in the Operating Record and the County will indicate actions taken and actions proposed to resolve the problem. Within 60 days of detection, the County will develop and implement a landfill gas remediation plan for the combustible gas releases and notify the Solid Waste Section of NCDEQ that the plan has been implemented. The plan will describe the nature and extent of the problem and the proposed remedy.

7.0 **EROSION AND SEDIMENT CONTROL REQUIREMENTS**

Erosion and sediment will be controlled on the site to prevent the discharge of pollutants into waters of the United States, including wetlands, that violates any requirements of the Clean Water Act. This includes, but is not limited to, the National Pollutant Discharge Elimination System (NPDES) requirements, Section 402. Surface water shall be diverted from the operational area and shall not be impounded over or in waste.

All vegetative and structural erosion and sediment control practices have been designed and shall be constructed and maintained according to the North Carolina Erosion and Sediment Control Planning and Design Manual.

8.0 RECORD KEEPING REQUIREMENTS

Beginning in February 2018, for a minimum of five years, the following records will be maintained at the Rockingham County Landfill office, or stored off-site and retrievable within four hours of request. Following this period, the files will be archived at the Rockingham County Governmental Center in Wentworth. These files will be maintained for the life of the landfill and during the post-closure period.

- The operating permit and pertinent correspondence;
- Operations Plan;
- Inspection records, waste determination records, and training procedures for waste screening programs;
- Amounts by weight of solid waste received at the facility, including the source of generation;
- Gas monitoring plan, monitoring results and any remediation plans developed in accordance with Solid Waste Section of NCDEQ requirements if required as a response to elevated gas concentrations;
- Water Quality Monitoring Plan and any demonstration, certification, finding, monitoring, testing, or analytical data required by the water quality monitoring program;
- Required cost estimates and financial assurance documentation; and
- Leachate management records.
- Operator Training Records.

9.0 PROCEDURES TO PROTECT THE CAP OF CLOSED AREAS I-II AND IV

Permit No. 7901-MSWLF-1979 Areas I-II and IV were closed prior to implementation of RCRA Subtitle D requirements. The final soil cover far exceeds the two feet of soil cover required for sanitary landfills regulated under the Subtitle D rules (NC Solid Waste Rules 15A NCAC 13B .0505). The County will continue to monitor the integrity of the cap of Areas I-II and IV. If County personnel observe any significant area of depression or water ponding on the landfill cap resulting from the proposed and permitted uses of the areas, the County will use suitable soil material to regrade the surface of the cap to allow for positive drainage. During the regrading activities, the County will erect silt fences to prevent sediment from leaving the areas. In addition, damage to the vegetative cover will be corrected by the County as needed.

10.0 TREE MANAGEMENT PLAN

Existing trees in the closed landfill Areas I-V will be left undisturbed. The established trees serve as erosion and sediment control measures and as stability mechanisms due to the steep 2:1 slopes of the closed landfill areas. Regular inspection, pruning and thinning of the trees will be conducted.

(End)

FORM 'A'

WASTE INSPECTION FORM

FACILITY: Rockingham County Landfill PERMIT NO. 79-04
LOCATION: _____ DATE: _____
INSPECTOR: _____ COMPANY: _____

Waste Name(s) & Address (es)

1. _____
2. _____
3. _____
4. _____

Waste Hauler _____

Address _____

Driver's Name _____

Waste Accepted [] Rejected [] Held []

NOTIFIED: Waste Source [] Hauling Management [] Site Management []
State [] Federal []

Loader Operator: _____

Personnel Conducting the Inspection: _____

1. Supervisor Conducting the Inspection: _____

SIGNATURE: _____

2. Witness: _____

SIGNATURE: _____

3. Driver: _____

SIGNATURE: _____

4. Other: _____

Company: _____ Title: _____

SIGNATURE: _____

DATE: _____ TIME _____ AM [] PM []

ADDITIONAL COMMENTS:

FORM 'A' (cont.)

INSPECTION CHECK LIST:(Check all that apply)

(If "YES" Please explain in the space provided below)

FACILITY:	_____	PERMIT NO.	_____
LOCATION:	_____	DATE:	_____
INSPECTOR:	_____	COMPANY:	_____

	YES	NO
1. Powders/Dusts	_____	_____
Identified: _____		
Unknown	_____	_____
2. Unacceptable Saturation	_____	_____
3. Odor/Fumes	_____	_____
Strong	_____	_____
Faint	_____	_____
Describe: _____		
4. Heat	_____	_____
Item: _____		
5. Battery	_____	_____
6. Oil	_____	_____
7. Biomedical	_____	_____
8. Radioactivity	_____	_____
9. Ashes/Residue	_____	_____
10. Sod/Soil	_____	_____
11. Asbestos (not properly contained)	_____	_____
12. PCB	_____	_____
13. Out of County Waste	_____	_____
14. Pallets	_____	_____
15. Plastic Bottles	_____	_____
16. Oil and/or Oil Filters	_____	_____
17. Land Clearing Debris/Yard Waste	_____	_____
18. Liquid Wastes	_____	_____
Explanation:		

FORM 'B'

CONTAINER INVENTORY

FACILITY: Rockingham County Landfill PERMIT NO. 79-04
LOCATION: _____ DATE: _____
INSPECTOR: _____ COMPANY: _____

Container:

Drum [] Metal [] Cardboard [] Plastic [] Other []

Other: _____

Contents:

1. Full [] Partially Full [] Empty []

2. Crushed [] Punctured []

3. Labeled [] Hazardous []

Identified: _____

Additional Information:

Container:

Drum [] Metal [] Cardboard [] Plastic [] Other []

Other: _____

Contents:

1. Full [] Partially Full [] Empty []

2. Crushed [] Punctured []

3. Labeled [] Hazardous []

Identified: _____

Additional Information:



ROCKINGHAM COUNTY
 WESTNORTH, NORTH CAROLINA

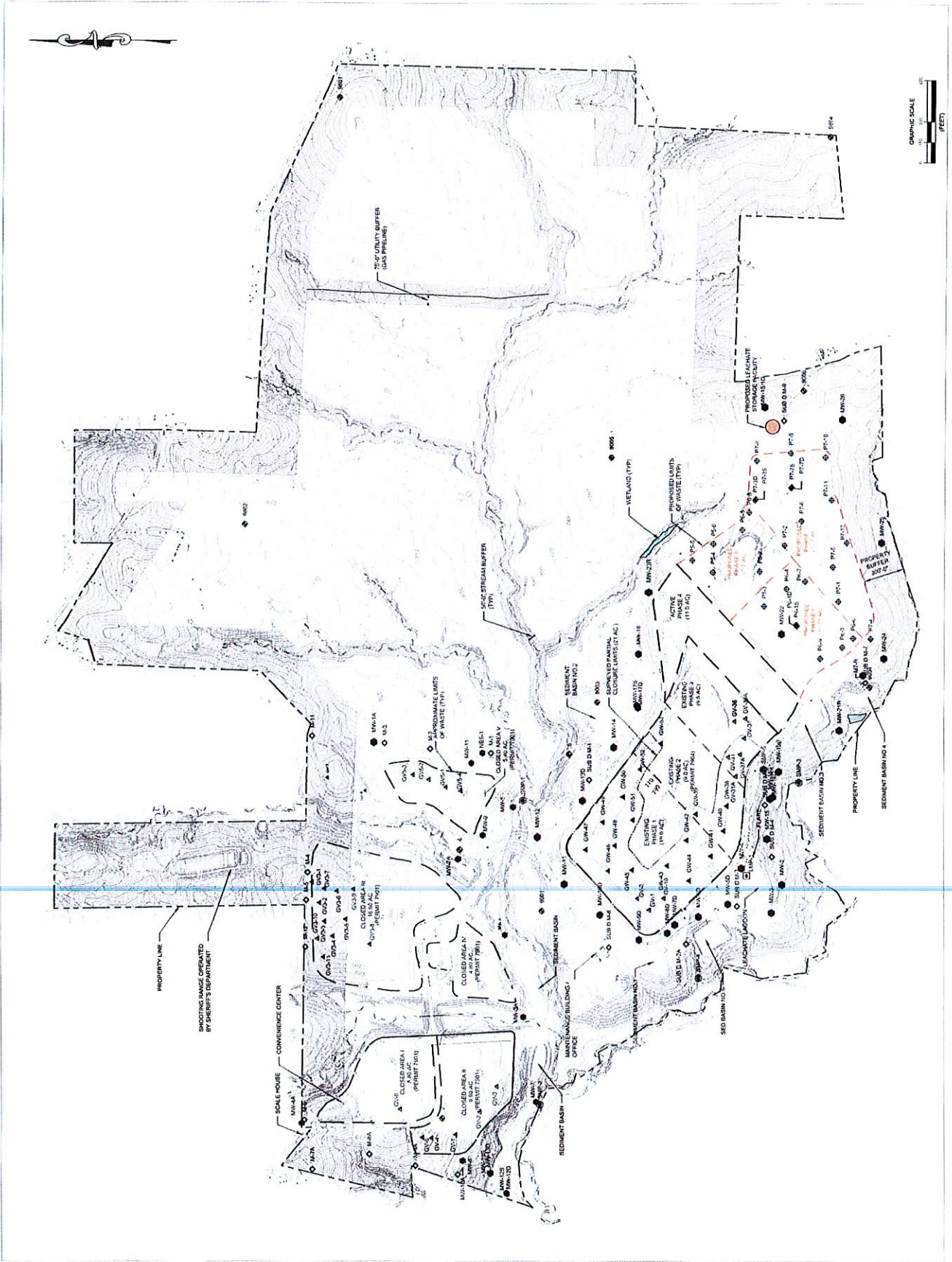
ROCKINGHAM COUNTY LANDFILL
 MOORE, NORTH CAROLINA

PROJECT NUMBER	220150.02
DRAWN BY	RH
REVIEWED BY	MM
DESIGN FOR	PERMITTING
DATE	12/21/21
DRAWING NAME	

**FACILITY PLAN:
 EXISTING CONDITIONS**

DRAWING NUMBER

FP-01



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