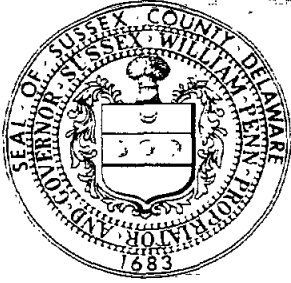


Sussex County

COURTHOUSE
P.O. BOX 589
GEORGETOWN, DELAWARE 19947
302-855-7741

ROBERT L. STICKELS
COUNTY ADMINISTRATOR



17 October 1988

Mr. Eric Newman
Enforcement Project Manager
U.S. Environmental Protection Agency
841 Chestnut Building
Philadelphia, PA 91907

RE: Sussex County Landfill NO. 5
104(e) Letter Response

Dear Mr. Newman:

The County of Sussex, Delaware has assembled this information package in response to the U.S. Environmental Protection Agency (EPA) 104(e) letter dated 15 September 1988 requesting information and documentation concerning Sussex County Landfill NO. 5 (Laurel Landfill) in Laurel, Delaware. The date of submission of this information package has been postponed to 20 October 1988 by mutual agreement between the County and EPA (letter dated 9/30/88). This package is a compilation of documents that were available in the county office.

The Laurel Landfill was permitted in May 1970 by Delaware Department of Natural Resources and Environmental Control (DEL DNREC) to operate for the disposal of solid waste. The specific method by which the location of the Laurel Landfill was chosen is unknown. Copies of available deeds, rights-of-way, leases and agreements for the Laurel Landfill are provided in Appendix A.

During its use, (between 11 May 1970 and 11 August 1979), the landfill was operated under subcontract to either Sussex Sand and Gravel, Inc. or the Hudson Transfer Company. The current addresses of these former landfill operators is presented in Appendix B. Information related to historical operations at the landfill, including subcontract documentation is presented in Appendix C. Since its closing in 1979, the site operates only as a transfer station for municipal wastes as permitted by Delaware DNREC.

AR200005

Mr. Eric Newman
U.S. Environmental Protection
Agency

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17 October 1988

Municipal and industrial solid waste was disposed of at the Laurel Landfill in trenches which were excavated into native soil. Appendix D contains a generalized layout of the landfill facility. Information regarding the types and quantities of substances disposed in the trenches are provided in Appendix E. Information from existing records indicates the majority of the industrial waste was generated from the Dupont facility in Seaford, Delaware. This information related to the disposal of waste from the Dupont facility is included in Appendix F.

Correspondence between the County, the regulatory agencies and third parties and any internal documentation within the county regarding the waste disposed of at the landfill are included in Appendix G. Correspondences between the county, regulatory agencies and third parties regarding actions taken at the landfill is presented in Appendix H.

In response to your inquiry on whether the County is insured against release of hazardous substances, Sussex County has been unable to complete the investigation. However, Sussex County will submit information on this subject upon completion of the investigation.

During the operation of the landfill and following its closure, Sussex County has continued to work with the Delaware DNREC in establishing programs that would adequately monitor ground water quality and assess the potential impact on ground water from the Laurel Landfill. The ground water monitoring and site investigative programs were conducted by Roy F. Weston, Inc. (WESTON) of West Chester, Pennsylvania. Appendix I contains information regarding any investigations performed at the Laurel Landfill. The results of WESTON's most recent investigations are presented in a report entitled "Ground Water Management Investigations for Six Sussex County Landfills," dated December 1987. This report details the results of an extensive investigative program designed to determine the extent and magnitude of any ground water contamination at the landfill, and to provide data to develop a ground water management plan to control ground water usage in the vicinity of the landfill. WESTON's 1987 study indicates that the extent of ground water degradation at the site is limited such that no organic contaminants have been detected in newly installed monitor wells 300 feet downgradient of the site and screened at various depths in

AR200006

Mr. Eric Newman
U.S. Environmental Protection
Agency

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17 October 1988

the aquifer of concern. Additional water sampling conducted by WESTON and EPA at the nearest downgradient residential wells (also screened in the aquifer of concern) did not indicate the presence of any organic contaminants. Appendix G contains information regarding any investigations performed at the Laurel Landfill.

In order to address the potential for future water supply contamination, ground water management zones have been accepted as an appropriate and effective measure for managing ground water resources. In order to successfully apply the ground water management concept, Sussex County and Delaware DNREC recognized that existing administrative processes had to be modified to assure proper implementation of the ground water use plan. To this end, Sussex County and Delaware DNREC formulated and signed a binding Memorandum of Understanding (Appendix J) which established ground water use restriction zones, and details specific technical requirements and administrative procedures for managing ground water use.

In addition to establishing ground water management zones around the landfills, the MOU addresses several ground water supply issues. First, the MOU requires Sussex County to identify all existing supply wells within the ground water management zones, and to determine their uses and approximate pumping rates. Sussex County must then address the effects of overpumping in the two outer zones and replace all existing residential wells in the "no well zone" with an alternate water source safe from any potential landfill contamination. Secondly, this agreement establishes administrative procedures for screening and evaluating water supply permit applications. In this way, potential ground water users in the "no well zone" would be identified and ultimately supplied with an alternate water source.

In summary, the Memorandum of Understanding is a binding agreement between Sussex County and Delaware DNREC that establishes ground water use restriction zones, administrative procedures and technical requirements for managing ground water use in the vicinity of the Laurel Landfill. Sussex County firmly believes that the implementation of this ground water management plan addresses the ground water issues in the vicinity of the landfill while providing adequate protection of public health.

AR200007

Mr. Eric Newman
U.S. Environmental Protection
Agency

17 October 1988

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As can be seen from this information package as well as our letter of 19 August 1988 commenting on the NPL listing, there is no need to address this Site through the CERCLA process. The results of investigations conducted at the site did not show any threat to public health to date. By implementing the activities identified under the MOU between the County and Delaware DNREC, any potential for impact on public health will be eliminated. Therefore, Sussex County requests that EPA remove Sussex County Landfill NO. 5 (Laurel Landfill) from the proposed NPL.

If you should have any questions or comments, please contact Michael Izzo, Assistant County Engineer, at (302) 855-7725.

Sincerely,

Robert L. Stickels
Robert L. Stickels
Sussex County Administrator

cc: Mr. Robert W. Wood
Mr. Michael A. Izzo
Ms. Patricia A. Lowe
Mr. Abraham Thomas, P.G.
Mr. Thomas Drew

RLS:MAI:jed

AR200008

LIST OF APPENDICES

- APPENDIX A - AVAILABLE DEEDS, RIGHTS-OF-WAY, LEASES, AND AGREEMENTS FOR THE LAUREL LANDFILL
- APPENDIX B - ADDRESSES OF FORMER LANDFILL OPERATORS
- APPENDIX C - DOCUMENTATION OF HISTORICAL OPERATIONS AT THE LANDFILL
- APPENDIX D - GENERALIZED LAYOUT OF THE LAUREL LANDFILL
- APPENDIX E - DOCUMENTATION ON WASTE DISPOSAL
- APPENDIX F - DOCUMENTATION ON DUPONT WASTE DISPOSAL
- APPENDIX G - CORRESPONDENCES WITHIN THE COUNTY OR BETWEEN THE COUNTY AND REGULATORY AGENCIES OR THIRD PARTIES
- APPENDIX H - CORRESPONDENCE BETWEEN THE COUNTY AND REGULATORY AGENCIES AND THIRD PARTIES REGARDING ACTIONS TAKEN AT THE LANDFILL
- APPENDIX I - INVESTIGATIVE ACTIVITIES AND RESULTS FOR THE LAUREL LANDFILL
 - APPENDIX I-1 - CORRESPONDENCE
 - APPENDIX I-2 - ANALYTICAL RESULTS
- APPENDIX J - MEMORANDUM OF UNDERSTANDING

(Volume II contains Appendices E-H, Volume III contains Appendix I-1, and Volume IV contains Appendices I-2 and J.)

AR200009

SUSSEX COUNTY LANDFILL NO. 5
104(e) LETTER RESPONSE
INFORMATION

APPENDICES A-D

AR200010

APPENDIX A

AVAILABLE DEEDS, RIGHTS-OF-WAY, LEASES,
AND AGREEMENTS FOR THE LAUREL LANDFILL

AR200011

THIS DEED OF RELEASE, made this 9th day of December, 1969; by and between The Federal Land Bank of Baltimore, a corporation, party of the first part, and William J. Hopkins, Jr., and Mary Ann Hopkins, his wife, parties of the second part.

WHEREAS, by mortgage dated June 7, 1963, and recorded in the Office of the Recorder of Deeds at Georgetown, in and for Sussex County, Delaware, in Book 202, page 171, said parties of the second part conveyed to the said party of the first part certain lands therein particularly described to secure the payment of the sum of \$64,000.00; and

WHEREAS, the party of the first part has been requested to release from the lien of said mortgage the land hereinafter described.

NOW, THEREFORE, in consideration of the premises and for other valuable considerations, said party of the first part doth remise, release, and quit claim unto said parties of the second part the land described as follows:

TRACT NO. 1: ALL that certain tract, piece or parcel of land, situate, lying and being in Little Creek Hundred, Sussex County, State of Delaware, lying within the lands of William Hopkins, Jr., located on the Southerly side of County Road No. 494, bounded on three sides by other lands of William Hopkins and on two other sides by lands of Thomas Phillips, according to a survey and plot for record in the Office of the Recorder of Deeds, at Georgetown, Delaware, and being more particularly described as follows, to wit:

BEGINNING at a point in the lands of William Hopkins as noted on the survey of these lands as Point No. 1, thence North 42° 12' East 488.40 feet to a point (Survey Point No. 2); thence North 16° 24' East 501.05 feet to a point (Survey Point No. 3); thence North 19° 40' East 833.00 feet to a point (Survey Point No. 4); thence North 50° 14' East 89.00 feet to a point (Survey Point No. 5), this course being the course through which the easement of ingress and egress from these premises to County Road No. 494 passes; thence North 83° 54' East 75.47 feet to a point (Survey Point No. 6); thence South 49° 12' East 579.15 feet to a point (Survey Point No. 7); thence South 24° 36' West 772.41 feet to a point (Survey Point No. 8); thence South 27° 18' West 522.30 feet to a point (Survey Point No. 9); thence South 55° 35' East 210 feet to a point (Survey Point No. 10), a corner to lands of Thomas Phillips; thence South 36° 25' West 1112.55 feet to a point marked by a stone (Survey Point No. 11), an outside corner for these lands and lands of Thomas Phillips; thence North 58° 30' West 788.21 feet to a point marked by a pine tree, another outside corner for these lands and lands of Thomas Phillips (Survey Point No. 12); thence North 40° 30' East 598.48 feet to the place of beginning. Containing 37.580 acres, more or less.

TRACT NO. 2: ALL that certain tract, piece or parcel of land situate, lying and being in Little Creek Hundred, Sussex County, State of Delaware, adjoining Tract No. 1, heretofore recited, on the course between survey points No. 4 and 5, at an overall uniform width from said course of 50 feet, said description being along the center line thereof as follows, to wit:

COMMENCING at a point a distance of 51 feet from Survey Point No. 4 in line with Survey Point No. 5 of Tract No. 1, being the centerline of Tract No. 2; thence North 11° 50' West 307.00 feet to a point; thence North 72° 13' East 234.62 feet

to a point; thence North 14° 53' West 310.38 feet to a point in the Southerly right of way line of County Road No. 494, said course as being taken along the center line calculation on a 50-foot wide easement. Containing 1.034 acres, more or less.

IT IS UNDERSTOOD AND AGREED between the parties hereto that this release shall in no way affect the lien of the mortgage aforesaid upon the remainder of the land thereby conveyed.

IN WITNESS WHEREOF, said The Federal Land Bank of Baltimore has caused its corporate name to be subscribed hereto by E. G. Fouse, its Vice President, and its corporate seal to be hereto affixed and attested by George R. Stevens, its Secretary.

ATTEST:

THE FEDERAL LAND BANK OF BALTIMORE

George R. Stevens
Secretary

By *E. G. Fouse*
Vice President

STATE OF MARYLAND,
CITY OF BALTIMORE, SS:

BE IT REMEMBERED, that on this 9th day of December, 1969, personally came before me, Mary L. Hickey, a Notary Public in and for the State and City aforesaid; E. G. Fouse, Vice President of The Federal Land Bank of Baltimore, a corporation, party to this instrument of writing, known to me personally to be such, and acknowledged this instrument of writing to be his act and deed, and the act and deed of The Federal Land Bank of Baltimore, and that his act of executing and acknowledging this instrument of writing was duly authorized by The Federal Land Bank of Baltimore, and that the seal affixed is the corporate seal of said corporation.

Given under my hand and seal of office the day and year aforesaid.

Mary L. Hickey
Mary L. Hickey
Notary Public

My commission expires July 1, 1970.

DEC 1 1969
12 13 1970
LSDS

THIS DEED, Made this 5th day of JANUARY, A. D. 1980, between WILLIAM J. HOPKINS, JR. and MARY ANN HOPKINS, wife, of Laurel, Delaware, parties of the first part,

- and -

THE LEVY COURT OF SUSSEX COUNTY, an organization existing under the Laws of the State of Delaware, party of the second part;

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00), current lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the party of the second part, its successors or assigns:

TRACT NO. 1: ALL that certain tract, piece or parcel of land, situate, lying and being in Little Creek Hundred, Sussex County, State of Delaware, lying within the lands of William Hopkins, Jr., located on the Southerly side of County Road No. 494, bounded on three sides by other lands of William Hopkins and on two other sides by lands of Thomas Phillips, according to a survey and plot filed for record in the Office of the Recorder of Deeds, at Georgetown, Delaware, said lands having an outlet to County Road No. 494 from the Southwesterly side thereof as will be hereafter noted and described, being more particularly described as follows, to wit: BEGINNING at a point in the lands of William Hopkins as noted on the survey of these lands as Point No. 1, thence North 42 degrees 12 minutes East 488.40 feet to a point (Survey Point No. 2); thence North 16 degrees 24 minutes East 501.05 feet to a point (Survey Point No. 3); thence North 19 degrees 40 minutes East 833.00 feet to a point (Survey Point No. 4); thence North 50 degrees 14 minutes East 89.00 feet to a point (Survey Point No. 5), this course being the course through which the easement of ingress and egress from these premises to County Road No. 494 passes; thence North 83 degrees 54 minutes East 75.47 feet to a point (Survey Point No. 6); thence South 49 degrees 12 minutes East 579.15 feet to a point (Survey Point No. 7); thence South 24 degrees 36 minutes West 772.41 feet to a point (Survey Point No. 8); thence South 27 degrees 18 minutes West 522.30 feet to a point (Survey Point No. 9); thence South 55 degrees 35 minutes East 210. feet to a point (Survey Point No. 10); thence South 36 degrees 25 minutes West 1112.55 feet to a point marked by a stone (Survey Point No. 11), an outside corner for these lands and lands of Thomas Phillips;

LAW OFFICES OF
JAMES C. SABO
GEORGETOWN, DEL.

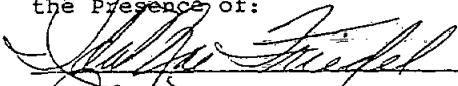


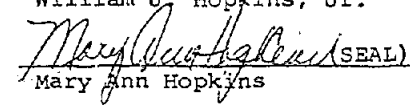
thence North 58 degrees 30 minutes West 788.21 feet to a point marked by a pine tree, another outside corner for these lands and lands of Thomas Phillips (Survey Point No. 12); thence North 40 degrees 30 minutes East 598.48 feet home to the place of beginning, containing therein 37.580 acres of land, be the same more or less.

TRACT NO. 2: ALL that certain tract, piece or parcel of land situate, lying and being in Little Creek Hundred, Sussex County, State of Delaware, adjoining tract No. 1, heretofore recited, on the course between survey points No. 4 and 5, at an overall uniform width from said course of 50 feet, said description being along the center line thereof as follows, to wit: Commencing at a point a distance of 51 feet from Survey Point No. 4 in line with Survey Point No. 5 of Tract No. 1, being the centerline of Tract No. 2; thence North 11 degrees 50 minutes West 307.00 feet to a point; thence North 72 degrees 13 minutes East 234.62 feet to a point; thence North 14 degrees 53 minutes West 310.38 feet to a point in the Southerly right of way line of County Road No. 494, said course as being taken along the center line calculation on a 50-foot wide easement, be the contents thereof what they may.

Being a part of the lands that were conveyed to William J. Hopkins, Jr. by deed of Elizabeth Culver Hopkins and William J. Hopkins, her husband, dated February 11, 1953, and filed for record in the Office of the Recorder of Deeds, at Georgetown, Delaware, in Deed Record 415, Page 511.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in the Presence of:

	 (SEAL)
	William J. Hopkins, Jr.
	 (SEAL)
	Mary Ann Hopkins

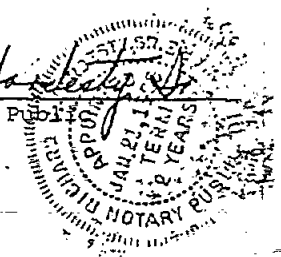
LAW OFFICES OF
JAMES C. SABO
GEORGETOWN, DEL.

STATE OF DELAWARE X
: SS.
COUNTY OF SUSSEX X

BE IT REMEMBERED, That on this 5th
day of January, A. D. 1970, personally came before me,
the Subscriber, a Notary Public for the State and County afore-
said, WILLIAM J. HOPKINS, JR. and MARY ANN HOPKINS, his wife,
parties to this indenture, known to me personally to be such and
they acknowledged this indenture to be their act and deed.

GIVEN under my Hand and Seal of Office the day and year
aforesaid.

Richard B. H... ..
Notary Public

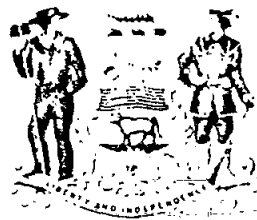


RECEIVED
JAMES C. SABO JR.
FEB 6 3 18 PM '70
REC. DEPT. OF DEEDS
SUSSEX COUNTY

PURCHASERS REPORT MADE
This 10th day of Feb. 1970
Board of Assessment of Sussex County
By Irma Roach, Clerk
rlh

LAW OFFICES OF
JAMES C. SABO
GEORGETOWN, DEL.

Harold A. Tarrant, M.D., President
Mrs. Edith R. Kendall, Secretary
Raymond A. Lynch, M.D.
James Beebe, Jr., M.D.
Floyd I. Hudson, M.D., M.P.H.
Executive Secretary



10
Mrs. William E. Postles
Charles R. Cannon, Jr., D.O.S.
Mrs. Pierre S. DuPont, IV
Norman P. Jones, M.D.

DELAWARE
STATE BOARD OF HEALTH
DOVER, DELAWARE 19901

March 20, 1970

Solid Waste Disposal Site - Sussex County
Landfill #5
Near Laurel
Sussex County, Delaware
Certificate of Approval, 1970 - #1

The Levy Court of Sussex County
Court House
Georgetown, Delaware 19947

Dear Sirs:

Pursuant to the provisions of Article § 1702, Delaware Code, approval is hereby granted to the Levy Court of Sussex County, Delaware, and/or its agent to dispose of Solid Waste by sanitary landfill on county property located on County Route #494, near Laurel, Sussex County, Delaware, in accordance with the plans and specifications submitted to the State Board of Health. The plans consisting of one (1) sheet entitled "Sussex County Disposal Site #5, Gate House near Laurel, Sussex County Levy Court," dated November 25, 1969"; Specifications for Construction and Completion of Gate House and Fencing at Sussex County Disposal Site #5, on County Route #494, near Laurel, Sussex County, Delaware"; "Specifications for the Management and Operation of Sussex County Disposal Site #5 located on County Route #494 near Laurel in Sussex County, Delaware"; one (1) sheet entitled, "Sussex County Disposal Site #5, Gate House and Fencing, near Laurel, Delaware, Sussex County Levy Court"; one (1) sheet entitled "Sussex County Disposal Site #5, Plan of Operations," all dated February 24, 1970; "Addendum #1 to Specifications for the Management and Operation of Sussex County Disposal Site #5," and "Addendum #1 to Specifications for Construction and Completion of Gate House and Fencing at Sussex County Disposal Site #5" dated March 4, 1970, are made a part thereof.

This approval is issued subject to the following conditions:

AR200017

Solid Waste Disposal Site - Sussex County
Landfill #5
Near Laurel
Certificate of Approval, 1970 - #1
March 20, 1970
Page two

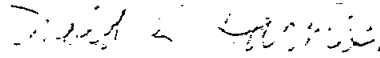
1. Disposal shall be by sanitary landfill in accordance with "Regulations Governing Solid Waste Disposal," adopted December 19, 1968, by the Delaware State Board of Health. Any contract written between Sussex County and any private contractor who would operate the landfill shall clearly establish Delaware State Board of Health standards on the operation of the fill, as binding.
2. This approval shall include the use only of that area identified on the Plan of Operations.
3. The estimated high ground water elevation shall be as being at elevation seven (7) feet above the reference datum utilized on the Plan of Operations and profile one (1) shall identify this level as the water table level.
4. A minimum of two (2) feet of clearance shall be maintained between the minimum elevation of refuse deposits and the anticipated high ground water elevation.
5. The need for a "night depository" section outside the landfill gates shall be observed and evaluated during the first three (3) months of operations of the site, and such a depository supplied as necessary.
6. Insect and rodent control shall be carried out primarily by proper operation of the fill. Any supplementary insect or rodent control measures found necessary shall be cleared first with the State Board of Health.
7. Arrangements with contractors shall be made, as necessary, to insure the acquisition by Section 38.44 (a) and (b) of the State Solid Waste Disposal Code.
8. This approval shall be valid for the duration of the use of this sanitary landfill unless revoked.
9. The State Board of Health reserves the right to modify the conditions placed on this approval to protect, preserve and promote the public health.

AR200018

Solid Waste Disposal Site - Sussex County
Landfill #5
Near Laurel
Certificate of Approval, 1970 - #1
March 20, 1970
Page three

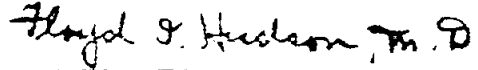
10. This approval may be revoked upon violation of any of the preceding conditions or upon the determination that the operation and maintenance of the sanitary landfill is creating air pollution, water pollution or other public health hazards.

Very truly yours,



Donald K. Harmeson, Chief
Bureau of Environmental Health

Approved by:



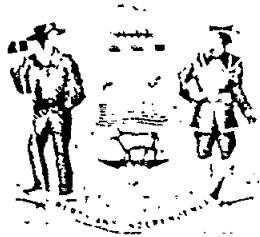
Floyd I. Hudson, M. D.
Executive Secretary

FLS/mb

cc: Water & Air Resources Commission
Sussex County Health Unit
Sussex County Planning Department

AR200019

Harold A. Tarrant, M.D. President
Mrs. Edith R. Kendall Secretary
Raymond A. Lynch, M.D.
James Beebe, Jr., M.D.
Floyd Hudson, M.D., MPH
Executive Secretary



DELAWARE
STATE BOARD OF HEALTH
DOVER, DELAWARE 19801

10
Mrs. William F. Postles
Charles R. Cannon, Jr., D.
Mrs. Pierre S. DuPont, IV
Norman P. Jones, M.D.

July 29, 1970

Solid Waste Disposal Site - Sussex County
Sanitary Landfill #5
Laurel, Delaware
Supplement #1 to Certificate of Approval, 1970-#1

The Levy Court of Sussex County
Court House
Georgetown, Delaware 19947

Dear Sirs:

Pursuant to the provisions of Section 38.32, Regulations Governing Solid Waste Disposal, approval is hereby granted to the Levy Court of Sussex County, Delaware, and/or its agent to dispose of solid waste by sanitary landfill on county property located on County Route #494, near Laurel, Sussex County, Delaware, in accordance with the following letter reports. These reports consisting of a letter to the Sussex County Levy Court, Georgetown, from Burton Whaley, Hatchery Manager, Wilson-Laurel Farms, Inc., dated June 5, 1970; letter to Bureau of Environmental Health, Dover, from Joseph E. Plotts, Jr., P. E., Associated Delaware Engineers dated June 11, 1970; letter to Water and Air Resources Commission from Joseph E. Plotts, Jr., dated June 11, 1970; and a letter to Joseph E. Plotts, Jr., from Division of Environmental Control, dated July 21, 1970, are made a part hereof.

This supplementary approval is issued subject to the following conditions:

- (1) The project shall be performed in accordance with the details of the letter reports described above. If changes are necessary, revised data on the type and/or volume of industrial waste must be submitted and a supplementary approval issued.

AR200020

Supplement #1 to Certificate of Approval, 1970 - #1
July 29, 1970
Page two

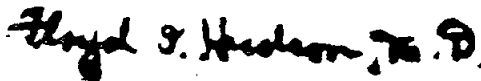
- (2) The Division of Physical Health reserves the right to modify the conditions placed on this approval to protect, preserve and promote the public health.
- (3) Representatives of the Division of Physical Health may inspect the facility to determine compliance with this approval.
- (4) Immediate revocation upon violation of any of the applicable preceding conditions.

Very truly yours,



Donald K. Harmeson, Chief
Bureau of Environmental Health

Approved by:



Floyd I. Hudson, M. D.
Executive Secretary

FLS/mb

cc: Natural Resources and Environmental Control
Division of Environmental Control
Sussex County Health Unit
Sussex County Planning Department
Associated Delaware Engineers

AR200021

10

A G R E E M E N T

This Agreement made and entered into this 16th day of May, 1972, by and between the Sussex County Council, a political subdivision of the State of Delaware, hereinafter referred to as the County, party of the first part, and Sussex Sand and Gravel, Inc., a Corporation organized under the Laws of the State of Delaware, having its principal place of business at Millsboro, Delaware, hereinafter referred to as the Contractor, party of the second part.

W I T N E S S E T H

WHEREAS, the Contractor entered into an Agreement with the County to operate the County Sanitary Landfill operation at Landfill Site No. 5, near Laurel, Delaware for a term of one year commencing on April 1, 1970 and ending April 1, 1971; and

WHEREAS, the Contractor entered into an Agreement on the 9th day of March 1971 to extend the original Agreement for a period of one year under the conditions stated in the Renewal Agreement; and

WHEREAS, the County desires that the Contractor continue said operation and desires to renew, with certain exceptions, the Contract between the County and the Contractor executed for the 1971-1972 term as aforesaid,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Contractor hereby agree as follows:

1. The term of this subsequent Agreement shall commence April 2, 1972 and end April 1, 1973 in accordance with Paragraph No. 1 of the original Contract between these parties;

2. The Contract sum of the 1971-1972 Agreement between the County and the Contractor is modified in that the County will pay to the Contractor an annual consideration of \$31,800.00.

AR200022

3. All completed cells shall be covered with at least 24 inches of earth by July 31, 1972.

4. Each and every other term and condition of the 1970-1971 Agreement and the 1971-1972 Renewal Agreement between the County and the Contractor is hereby renewed, reaffirmed, and by this reference, incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement, the day and year first above written.

SUSSEX COUNTY COUNCIL

Richard L. Zimmerman
President

Wm. B. (Bill) Clark
Member

SUSSEX SAND AND GRAVEL, INC.

By: Oliver J. Wetzel, Pres.

Attest: [Signature]

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(Continued)

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MR. TIMMONS: County Council is now back in session for the purpose of conducting a public hearing on a proposed solid waste ordinance. This ordinance is proposed, proposed by the Engineering Department and the council members have made no changes in the ordinance. It is quite conceivable that after this public hearing some changes may be made, we may differ with some parts of it but we have made no changes in the ordinance as it was proposed to us.

I would like to welcome you. We want to hear your ideas, your views, your criticisms and this is the purpose of the public hearing because this is a very expensive operation, very expensive, but we think we have a good operation, it can be improved, but we think we have the best of any of the counties around and we want to keep it this way.

I am going to ask our County Solicitor to conduct this public hearing and if you have any individual questions concerning the ordinance itself our County Engineer will endeavor to answer these, and bear in mind that this public hearing is to suggest changes or alterations to the County Council.

Mr. Lee.

MR. LEE: I am Bill Lee, I am the County Solicitor. For your information, I suppose most of you know everybody up here, or at least the greater number; the members of the County

Council are Mr. Briggs, Mr. Chandler and Mr. Timmons, coming in this direction. Mr. Muir is the County Administrator, Mr. Henry is the County Engineer, Mr. McFadden is our reporter up here.

Mr. McFadden, prior to the start of this hearing, passed out slips and we will ask you to put your name and address on them and return those to Mr. McFadden when it is over so we know who was here and have a record of it, and it will help him in preparing the transcript.

In addition, for those of you who feel inclined to speak, and we hope all of you do, please identify yourself by name before you start, again so that Mr. McFadden can make sure he has got the right name with the comments that are made.

We are particularly happy to have a good turn out. As you know the County Council is in its first year of existence, we have received a wide grant of power from the Legislature. One of the reasons the Legislature saw fit to give us this power is so that policy decisions, such as the one we are contemplating here, would be closer to the people and the people who are affected would be able to get up and say what they think and be heard by people who know their interests and know their expertise. So this is just proof that the system works, I hope. I hope it proves that when all of you come in here and tell us what is wrong with this ordinance or what is right with this ordinance

that in effect the three men that the County has elected to make these decisions are going to make the right decisions and, therefore, prove that sending the power to the lower level where everybody could talk was a good idea.

I am sure most of you saw the advertisement. This public hearing was advertised as provided for by State statute.

"The following ordinance has been proposed at a regular meeting of the Sussex County Council on August 24, 1971. Ordinance No. 5: An ordinance to regulate the collection, transportation and disposal of solid wastes and establish certain fees therefor. The purpose of this ordinance is to: Define the various types of solid wastes; define the various types of solid wastes haulers and originators; prohibit the disposal of solid in unauthorized locations; establish fees for the public collectors' licenses; establish standards for equipment used to store and transport solid wastes by public collectors; establish fees for the use of solid waste disposal facilities operated by and for Sussex County Council; establish restrictions to conserve solid waste disposal facilities; establish penalties for violations of the provisions of this ordinance.

"A public hearing will be held in the chambers of the Sussex County Council, Sussex County Courthouse, Georgetown, Delaware, September 28, 1971, at 1:15 p.m."

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The purpose of this hearing is a limited one; Council wants to hear your opinions on this ordinance, they don't want to debate with you, they don't want to argue with you, they don't want you throwing anything at each other if you have different opinions; what what you have got to say about this. What is good, fine, we want to hear, it is good. If you think something is bad, we want to hear what is bad. But, again, this is a hearing for the County Council to determine what your opinions are and they are going to try and enact an ordinance that meets your requirements. We are not trying to ram anything down your throat. They don't have any opinions, they are not in the business of collecting this material, so as far as we are concerned they don't want to argue with you, they want to hear what you think. That is what the purpose of the hearing is. So, no debate, just a chance for you to express your opinions.

I am going to start off by reading this thing. It makes my whole day. I don't know whether all of you have copies of this or not. Apparently you do.

"Ordinance No. 5: AN ORDINANCE TO REGULATE THE COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTES AND ESTABLISH CERTAIN FEES THEREFOR.

"ARTICLE 1: Purpose.

"Section 1. The purpose of this Ordinance is to:

- 1.1 Define various types of solid wastes.
- 1.2 Define various types of solid waste haulers and originators.
- 1.3 Prohibit disposal of solid wastes in unauthorized locations.
- 1.4 Establish fees for public collectors' licenses.
- 1.5 Establish standards for equipment used to store and transport solid wastes by public collectors.
- 1.6 Establish fees for use of solid waste disposal facilities by or for Sussex County Council.
- 1.7 Establish restrictions to conserve solid waste disposal facilities.
- 1.8 Establish penalties for violations of the provisions of this Ordinance.

ARTICLE II: Definitions.

Section 1. For the purpose of this Ordinance various types of solid wastes shall be defined as follows:

- 1.1 'Garbage' means and includes all table, kitchen, restaurant, food processing or selling waste of any animal or vegetable nature, swill, vegetables, fruits, meats, fish, bones, fat, all solid putrescible matter, animal and vegetable which may result from the preparation of meat, fish, fowl and vegetables of any character or which may be caused by the decay of food

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stuffs or by handling, storing or dealing in the same garbage shall also include paper, plastic or other products which have become wetter or saturated with any of the above items as a result of wrapping, storing or serving food stuffs.

1.2 'Rubbish' shall mean and include waste materials from homes, commercial, industrial, recreational, educational establishments or other sources which may be both combustible and non-combustible but are not highly putrescible or hazardous. Rubbish includes paper, rgas, cans, bottles, plastic, leaves, grass and plant trimmings.

1.3 'Demolition Wastes' shall mean and include the structural, interior and exterior covering materials of any building which is being partly or totally demolished and shall include wiring, plumbing, materials, gutters, down spouts, but exclude loose paper, rubbish, and other contents described in sub-sections 1.1 and 1.2. Demolition waste shall also include trees, stumps, limbs and branches resulting from the trimming or removal of trees.

1.4 'Constructions Wastes' shall mean and include the waste portion of materials used in the construction, alteration or additions to buildings but exclude paper, cardboard and other material described in sub-section 1.2.

1.5 'Bulky Wastes' shall mean and include waste

materials such as refrigerators, washers, dryers, stoves, water tanks, tree branches, limbs, stumps, tires and other similar materials but exclude materials described in sub-sections 1.1 and 1.2.

1.6 'Animals and Fowl' shall mean and include dead dogs, cats, wild and domestic birds, poultry and livestock in their natural form but exclude the aforementioned which have been processed in any manner so as to be include in sub-section 1.1.

1.7 'Hazardous Wastes' shall mean and include any highly inflammable, poisonous, odorous or offensive tasting material which would present a fire or chemical hazard or pollute the air or ground water. (Such as gasoline, arsenic, phenol, etc.)

1.8 'Unacceptable Wastes' shall mean and include materials which in their present form are a nuisance or hazard to the disposal operation and can be made a lesser nuisance or hazard or are partly or entirely salvagable when dismantled, contained, reduced in size and/or separated. (Such as car seats, car bodies, L.P. gas tanks, etc.)

1.9 'Excepted Materials' shall mean and include materials consisting entirely of topsoil, clean earth (sand, clay, etc.) rock gravel, broken masonry and concrete which may be useful in the disposal operation.

Section 2. For the purpose of the Ordinance the following definitions shall apply to those persons, firms or corporations who originate, collect, transport and dispose of solid wastes:

2.1 'Waste Originator' means and shall include any person, firm or corporation who acquires any material which, through his use or possession, becomes unwanted due to unworthy of salvage due to its condition, quantity and/or location.

2.2 'Public Collector' means and shall include any person, firm or corporation engaged in the business of collection and transportation for disposal of solid wastes for a fee or consideration from two or more dwellings, apartments or establishments licensed by the State of Delaware to conduct a business.

The following shall not be included as a Public Collector:

2.2.1 Any person, firm or corporation collecting and transporting for disposal solid wastes from their own dwellings, apartments or establishments licensed by the State of Delaware.

2.2.2 Any person, firm or corporation collecting waste from one or more industrial or commercial establishments licensed by the State of Delaware and intended entirely for re-processing.

2.3 'Private Hauler' means and shall include any person, firm or corporation which collects solid wastes from its own commercial or industrial establishment or operation and transports such wastes for disposal at a facility operated by Sussex County.

2.4 'Residential Hauler' means and shall include a permanent or seasonal resident of Sussex County who hauls solid wastes originating from his residence as a result of his occupancy and maintenance of the building and/or lands used as a residence.

ARTICLE III: Method and location of solid waste storage and disposal:

3.1 It shall be unlawful to dispose of solid wastes by any method or at any location prohibited by applicable regulations of the State of Delaware or Sussex County.

3.2 It shall be unlawful to dispose of solid wastes on any property without the written consent of the owner or person legally responsible for the use of the property.

3.3 It shall be unlawful to store solid wastes for collection or transfer without effective provisions to prevent odor nuisance to adjacent inhabitants and protection against rodents, animals and insects.

ARTICLE IV: License fees and Requirements for Public Collectors:

4.1 Annual license fees for Public Collectors shall be \$100.00 per year for the first vehicle and \$5.00 per year for such additional vehicle. License period shall be from July 1 to June 30.

4.2.1 Each person, firm or corporation licensed as a Public Collector by Sussex County shall show evidence of and maintain insurance coverages as follows:

4.2.1.1 Vehicle: \$10,000/20,000 for personal injury, and \$20,000 for property damage.

4.2.1.2 General Liability: \$10,000/20,000 for personal injury, and \$20,000 for property damage.

4.2.2m Applications for license shall include the legal name of the person, firm or corporation to whom the license is to be issued; in the case of a partnership, the names of all partners shall be given, and in the case of a corporation, the names of all officers, the State of Incorporation and the address of the home office. Applications shall also contain; address and phone of the business office, serial number of the State Business License, general area of collection, number of trucks in operation, name of owner of each vehicle (if other than licensee and copy of lease agreement), State Motor Vehicle Registration Number, description of chassis (make, year, model), description of body (type and make), legal gross vehicle weight limit and

volume of body (cubic yards).

4.2.3 Additional or replacement vehicles licensed during the year will be subject to a fee of \$5.00.

4.2.4 Additional license fees will be pro-rated by quarters or fractions thereof remaining in the license year except for the per vehicle fees which are due in their entirety for any fraction of a year.

4.2.5 License tags must be displayed on the vehicles for which they are issued while the vehicle is used for the purpose covered by the license.

ARTICLE V: Requirements for vehicles and equipment used to collect and transport solid wastes:

5.1 Vehicles used by Public Collectors which are licensed for the first time prior to July 1, 1972 shall have bodies with solid bottom, side, front and top with solid rear doors or tarpaulin to prevent spillage when traveling.

5.2 Vehicles used by Public Collectors which are licensed for the first time July 1, 1972, or after, shall have bodies which are totally enclosed to prevent spillage of any contents when traveling, water tight to prevent leakage of any liquid and to unload mechanically.

5.3 All vehicles used by Public Collectors to transport garbage or rubbish for disposal licensed July 1, 1972,

or after, shall meet the requirements set for in paragraph 5.2 above.

5.4 All vehicles hauling any solid waste shall have said wastes contained so as to prevent any spillage, either solid or liquid, while loading or transporting for disposal.

ARTICLE VI: Charges for depositing solid wastes in disposal facilities operated by Sussex County.

6.1 Charges for depositing solid wastes in disposal facilities operated by or for Sussex County will be as follows:

6.1.1 Residents or property owners depositing up to 350 pounds or one cubic yard of residential garbage or rubbish, or less, not more than once each week -- no charge.

6.1.2 Residents or property owners depositing types of wastes in amounts greater or more frequently than specified in 6.1.1 and all other types of solid wastes from other sources in vehicles registered up to and including 10,000 pounds G.V.W. -- \$2.00.

6.1.3 Loads of solid wastes in excess of the above delivered in vehicles with up to and including 20 cubic yards capacity -- \$6.00.

6.1.4 Loads of solid wastes delivered in vehicles with capacities greater than 20 cubic yards up to and including 40 cubic yards -- \$12.00.

6.1.5 Loads of solid wastes delivered in vehicles with capacities greater than 40 cubic yards up to and including 60 cubic yards -- \$18.00.

6.2 Method of payment to be established by Sussex County Council.

ARTICLE VII: Restrictions and special requirements:

7.1 The following restrictions and requirements are necessary to conserve the capacity of various solid waste disposal facilities for their primary purpose of receiving garbage and rubbish.

7.1.1 A permit must be obtained in advance from the County Engineer's Office to dispose of any building or portion thereof larger than 250 square feet in size. This permit may require disposal at other than the nearest facility because of space available. All buildings or portions of buildings must be reduced to flat sections, be free from garbage and rubbish, and small enough to be transported legally without a permit.

7.1.2 A permit must be obtained in advance from the County Engineer's Office to dispose of more than four (4) discarded car, truck or tractor tires.

7.1.3 Trees trimmed or removed for land development, or right-of-way clearing shall have all wood four (4) inches or less in diameter chipped, larger wood cut in lengths

not exceeding four (4) feet in length, and all roors trimmed flush with the base of stumps. Trees trimmed or removed by a person doing the work at his own residence need not reduce small wood to chips but must cut all parts to the four (4) foot length or shorter.

7.1.4 All refrigerators, freezers and similar objects shall have the doors removed before disposal at Sussex County operated facilities.

7.1.5 'Unacceptable Wastes' as defined in paragraph 1.8 may be received at disposal sites operated by Sussex County upon application to the County Engineer but would be subject to special charges recommended by the County Engineer and approved by Sussex County Council.

ARTICLE VIII: Penalties:

8.1 Violations of any portion of these regulations shall be deemed a misdemeanor and for each and every violation shall be punishable by a fine not to exceed \$200.00 or a prison sentence not to exceed 30 days, or both, for the first offense, and \$500.00 and 60 days for every offense thereafter."

Gentlemen, comments and questions can be directed to the County Engineer.

Again, for those of you who came in late, we are not trying to createaa debate here, we want to know what your

opinions are, that is why the County Council is here, they are simply trying to enact an ordinance that meets your needs and the County's needs. We just want your comments, we don't want to fight with anybody.

Questions or comments?

MR. PEPPER: Now, does this include towns? Are they considered public service or what?

MR. HENRY: As it is stated there are no exceptions made in it. If you feel there should be some exception made in the fee or license, that is your privilege to state it.

MR. PEPPER: In it it says public collectors but it doesn't spell out anything, it says a firm or corporation.

MR. LEE: The way the statute is written now it could include towns. They would have to pay the same rate.

MR. PEPPER: It would include them even though they are providing a public service?

MR. LEE: Right. Now, maybe this is something that shouldn't be and if you think it shouldn't, let's hear it.

MR. DAYTON: Do you think you could stand a traffic jam if the towns didn't pick up garbage?

MR. LEE: I am not sure I can answer that question.

MR. HENRY: It would be quite an inconvenience to everybody involved, it is pretty obvious.

MR. DAYTON: Well, it is a losing proposition, I am sure, in all of the towns. I know it is in ours. We pick up from 700 people a week, 700 homes, fourteen hundred people and this is less than your formula of one cubic yard for each household or person. If they brought it out they wouldn't have to pay anything but if we bring it out for them we have got to pay \$6.00 a load, is that right?

MR. LEE: That is the way the ordinance reads now.

MR. DAYTON: We would be better off to just let them take it out, and what would you do with 1,400 cars out there a week?

MR. LEE: Well, you present one of the problems, and I presume the question you are presenting is whether there ought to be a special rate for towns or whether towns ought to be excluding from paying at all. The problem, of course, is that the disposal areas have to be paid for and maintained and what we are trying to do is establish a fee that does that. There isn't any reason why the residents of a town should have their garbage disposed of free and the residents of non-incorporated should have to pay. That is the problem.

Yes, Mr. Gordy.

MR. GORDY: When they started these landfills did not they levy a tax to help compensate for helping run these land-

fills?

MR. LEE: They just simply took it out of the general fund and we are getting around now to try to recoup some of the operating expense.

MR. GORDY: What does it cost to operate these landfills?

MR. LEE: I think it is around \$280,000.00 this year, isn't it?

MR. HENRY: Around \$240,000.00, I think.

MR. LEE: \$240,000.00 this year.

MR. GORDY: Well, are your long-range plans to continue with landfills or is some other method under investigation?

MR. HENRY: So far landfills are the most economical that we know of.

MR. GORDY: But how long do you think you will be able to keep up with this? New Castle County, for instance, is running out of places to use for landfills.

MR. HENRY: They have got a lot more tonnage and amount of material in relation to the amount of land available. They are now involved in an experimental project for shredding and recycling some of the waste that is being worked on with Hercules.

MR. GORDY: You said that \$240,000.00 this year,

does that include land acquisition and operation or is that just operation?

MR. LEE: That is everything.

MR. HENRY: That includes the expected use of each site and prorating the cost of the site over the years we expect it to last, the personnel, the contractors' expenses. All costs are figured in.

MR. GORDY: Otherwise I figure it will be that much each year or more.

MR. HENRY: Well, if inflation keeps going up it is bound to go up.

MR. GORDY: Well, the charges you propose here wouldn't begin to take care of the operation of the landfills, am I correct?

MR. CHANDLER: I don't think so.

MR. HENRY: It is estimated to be roughly sixty per cent of the operating costs would be recovered through revenues according to this formula.

MR. LEE: In other words, the County would have to underwrite the other forty per cent each year.

I think in answer to Representative Gordy's first question it ought to be state that other possible methods of disposal were studied and that this at the time seemed to be the

most economical and feasible to us, and in the future it may not be economically feasible and we will have to consider some of the existing methods that hopefully they will have to figure out something better than anything in existence.

MR. CHANDLER: But what is in existence is projected for what, twenty years, isn't it?

MR. HENRY: A few of the sites we have enough land for twenty years.

MR. LEE: Hopefully.

MR. SIMPSON: Would we be classified under private haulers.

MR. TIMMONS: He has a camp site.

MR. HENRY: If it is a mobile park or camp site owner and you are collecting from your own, which would be a commercial establishment, then you would be a private hauler.

MR. SIMPSON: Then we would come under this bit of so much per, or \$2.00 per 10,000 pound load?

MR. HENRY: Yes, you would pay the same rate. The rate schedule for usage of the landfill is the same whether it is a private hauler or public collector. The only difference is that you don't require a license.

MR. SIMPSON: Now, a question with reference to landfill number six, is there any provision made to fix that road

so it is fit to travel on it? When you drive up and down that road it is too narrow, too sandy, you slide off the side.

MR. HENRY: Are you talking about the state road that goes by the entrance?

MR. SIMPSON: Yes.

MR. HENRY: We are trying to get the State to surface that road.

MR. SIMPSON: In the summer it is pretty miserable.

MR. TIMMONS: Let me say this about that; we have a letter from the State Highway Department that this road will be the next road paved under the Dirt Roads Program.

MR. SIMPSON: It needs it bad.

MR. GORDY: It is hard to tell when that will be because there isn't any money in the bond issue for the Dirt Roads Program.

MR. TIMMONS: Yes, that is true.

Yes, sir.

MR. WARNER: (?) How about these automobile tires? I have anywhere from a hundred to a hundred fifty a week.

MR. HENRY: Automobile tires, at present your best facility for taking those is at No. 1, and if the situation gets critical we may have to resort to shredding them.

The purpose of the wording of this section on auto

mobile tires is that other than an individual may have two or three tires in the garage to get rid of, but we want to accumulate, you know, the large loads from tire recappers, gas stations and the like to place them where we may have to shred them to reduce the size.

MR. WARNER: (?) Well, if you have a dirt hole on a man's place and he has given you permission to dump tires in that hole, could you put them in that?

MR. HENRY: If it doesn't create any problem or conflict with the State Board of Health or anybody else, we have no objections. We would just as soon you get rid of them some place else.

MR. LEE: I think this is the point, there is nobody that says you have to use the facilities. If it is more economic for you to use private facilities, the towns -- most of them -- attempt to run dumps but can't apparently keep up with the regulations of the State Board of Health. As long as you can meet the requirements of the State Board of Health you don't have to dump in here, you can dump privately or in municipal dumps that meet those requirements.

The problem is that the State Board of Health has reached the stage now where it is hard to keep up with those regulations.

MR. SIMPSON: I have a trailer park at Indian River Inlet, a hundred twenty eight trailers there, they all pay county taxes and I personally see that they are turned into the Board of Assessment. I think I should come under consideration like a town or something like that. I have a packer truck, a modern packer truck, it is eighteen cubic yards and I haven't had it full this year. In fact, it would hold a whole week's trash, it would hold it.

Now, I take it out twice a week and I am half full or less each time and this is going to cost me \$12.00 each time, correct, a week?

MR. HENRY: \$6.00.

MR. SIMPSON: I am never over half full.

MR. HENRY: It is \$6.00 a load.

MR. SIMPSON: What about half a load?

MR. HENRY: There is no provision for that.

MR. SIMPSON: I didn't have to jump out and by an eighteen cubic yard but that is what the County Engineer was happy to know I had one when I started rather than have a dump truck or something like that hauling on the road. I feel like I am being penalized. Now, I don't need one quite that big, yet I have to pay the \$6.00 each time I go in there.

MR. HENRY: Well, if you feel there should be some

provision for fractions of loads, if you state so ...

MR. SIMPSON: I am not fighting the pay, I am just bringing out a point that I think would be fair.

MR. LEE: Of course, the problem is establishing regulations on how you determine fractions of loads. I don't know how easy that is, Bill, you are the expert.

MR. LYNCH: I am always going to be half loaded. I aint never going to have a load on.

MR. HENRY: Well, it doesn't pay economically for us to put in scales at six different sites so that we can go by weight. The next best thing we can do is go by size categories of loads and this is pretty much the same system that is used in the other two counties in the State, and also in the City of Wilmington. We can't hope to get it down to charging you by the thousand pounds or the nearest five hundred pounds.

If you have any suggestions as to how to prorate the charges more fairly, this is the time to make them and get the County Council to consider them.

MR. BAXTER: Mr. Chairman, I have talked with you gentlemen about this and I guess everybody else here seems to be in real good state of affairs about this bill that you have written. I must state that much of it I am opposed to. You start off in Article III, you give us a lot of regulations, you say it is

very easy, Bill, to go ahead and dump wherever you want to as long as you ...

MR. LEE: I didn't mean to say it is very easy, I think it is pretty close to impossible.

MR. BAXTER: Well, right, but you are going to be operating a monopoly here, that is what it amounts to, and we as individuals have to dump at the County landfill or some other landfill that is operated under State regulations. In other words, it is unlawful for us to dump in our own woods.

MR. CHANDLER: It is also unlawful for anybody else to dump there.

MR. BAXTER: Yes, and we have had this State law for several years, William, and it hasn't amounted to a tinker's damn.

Now, what you are fixing to do, gentlemen, is make Sussex County a little bit more beautiful; in the last year since you started the landfills you are turning it back to be the scrappiest county in the nation because of charging fees for one, a private resident, 350 pounds. Gentlemen, this can be a little ridiculous sometimes when a person is doing something.

Now, I am speaking for myself and I am speaking for other people that come into my place of business and talk about this. I had a man in my place about a month ago with a load of

stuff one thirty Saturday afternoon, he had probably a thousand pounds of plaster and stuff like that on his truck. He couldn't get rid of it because the landfill was closed.

MR. HENRY: What time?

MR. BAXTER: One, one thirty.

MR. HENRY: No, you are wrong.

MR. BAXTER: It was closed there at Stockley.

Now, don't tell me because we went out there and looked.

MR. HENRY: There is none near Stockley.

MR. BAXTER: Well, it is close. We call it Stockley.

It is only about a mile from it anyway.

But this is the problem, this man had about a thousand pounds or more on this pick up. Now, then this individual, me as an individual, anyone else is going to be charged for over 350 pounds and I think as a taxpayer of Sussex County it is wrong for an individual home owner to be charged for dumping in these landfills that you have imposed on us that we have to dump in.

MR. LEE: Well, the only thing I take issue with is that I made the statement in the beginning that we didn't want to get into debate.

We haven't imposed anything. If these landfills were run privately they would be a lot more expensive. The

County is underwriting forty per cent of this and they somehow feel that the people who use the landfill more, use it commercially, they ought to pay for it.

MR. BAXTER: But I am not speaking commercially, Bill, I am talking about a home owner.

MR. TIMMONS: Let me interrupt just a minute.

This is exactly the reason for this public hearing; as I stated in the beginning, this Council has some ideas of its own, this may be one of them, but that is the purpose of this hearing. You state your reasons and that is what we want to hear. And there will be some changes made, I feel sure.

MR. BAXTER: Well, we hope so because as an individual I think we are going to be hurt and I am pretty upset about the fact of having garbage and trash dumped in my woods and I think this is what we are leading to when you start charging fees for an individual to dump into these landfills that first came to us by state action and then from state to the County and now we have it in this ordinance. This is what has got to be done, gentlemen, I think it is something that we have got to consider. Now, these other people have problems, too, with the towns and so forth. I am speaking as an individual for my own situation, for my own use; we keep an old truck there that we use probably three months of the year on the farm and the rest

of the time we keep it there just to throw junk on and when we get a truck load of it we take it to the dump. You have to go to the dump every week with 350 pounds or you have got to pay.

So, gentlemen, I think as tax payers this should be with a head tax or something of this type because if you are going to charge then you are going to have the garbage dumped in my woods and my neighbor's woods and woods all over the County. This will not only be a detriment to you but also an eye sore to the people traveling in our County.

So, gentlemen, I beg you to think about this thing of setting up fees for individual home owners to have to pay, no matter what it is, if they have to do some remodeling of something of this type, or cleaning up, they have to pay for over 350 pounds. Gentlemen, I think it is extremely wrong.

Thank you.

MR. TOWNSEND: I will have to agree with everything Mr. Baxter has said. I made a little outline before I left home. As a tax payer I have no axe to grind being a past member of the Levy Court knowing a little bit about the finances of the County, I thought that I could speak maybe half way intelligently.

Gentlemen, I feel that you are scared about \$240,000, or fighting about it, with no reason. Number one, you have a

surplus in the bank, you are collecting more money than it is costing to run this County, you are making arrangements to reassess the County, remap the County and you will not have to raise the taxes for that, which I give you credit for. But under the reassessment, all of you I think have had enough experience, I have, that you stand to raise the assessment of this County several fold. The Laws of Delaware allow you to set the rate at fifty cents, when I left here and I think it is still that, and fifty cents would certainly take care of this, and we are dealing with Sussex County and not New Castle, we are dealing with a rural county with a few scattered towns in it.

Now, I have to agree with Mr. Baxter that the householder shouldn't have to pay; I will have to agree with him that 350 pounds is ridiculous, I have never went to the dump in my life with 350 pounds and I am one of the larger real estate tax payers in the County, not the largest but one of the largest, and I think this is completely ridiculous when I can't take my farm truck and take a farm truck load of garbage or junk, whatever you want to call it, when I take a notion to house clean -- and we house clean periodically, not weekly, we don't have time to, we are busy farming to clean every week.

And I think that as far as going to the town of Sussex County, when I was on the Levy Court we made small appro

priations to them and these towns finance the rest of the bills. But those residents, they pay taxes on their real estate the same as I do and I think it is just asinine and ridiculous to think of charging the home owners and the towns a fee, I don't think it should be done. If you are not collecting enough money, then when you get the reassessment set the rate so you can get it, let us all pay together, let's not have the spot checking like this. And probably you might have room for your licensed man with a hundred dollar fee or something like that so you can keep some control on it.

But as long as the waste and rubbish is coming in Sussex County, then I think Sussex County, with your increased costs as you have done this year, should finance it from the general treasury.

MR. LEE: Mr. Townsend, is it your opinion that this should just apply to people who are bringing their own refuse in or should it apply to ...

MR. TOWNSEND: I don't even think that your town collectors should be charged because that is coming from residents of Sussex County. I don't think that this gentleman over here with a trailer camp should be charged because these are residents.

MR. LEE: What about the private collectors who

go around collecting, do you think they should be included, to

MR. TOWNSEND: As long as it is coming from Sussex County residents I think it should be free.

Now, when you come to your big contractors and you go to land clearing or any individual who is going to clear up for a trailer park and you get all these stumps and things, then I think you should get a special permit from the County and have a set fee for something like that. But the rest of it, I think it should be paid from the general treasury and if you have to raise the taxes to take care of it, that would be a better way.

MR. CHANDLER: How about commercial, Ray, how about a collector if he is collecting from commercial places, like stores?

MR. TOWNSEND: They are still tax payers, Bill, and I think heavy tax payers. You know that your stores are assessed a big value on store properties.

MR. CHANDLER: Well, of course, most of the big stores don't own the property, they just lease them.

MR. SIMPSON: I think your license fee is about as far as you can even consider, and what is it going to cost to do your bookkeeping to keep track of all this? You have got to speak about this, who is going to collect fees and are they all going together.

MR. HENRY: I can't answer that, there hasn't been any decision made on the method of collection.

MR. TIMMONS: I don't think we are talking about any extra labor because the land fill attendant would fill out the slips. We have discussed this, that if we did go into a charge that it might be done on the basis of tokens or it might be you sign a slip when you come in and be billed from the County and I don't think there would be any other help involved, one at the very most, because we already have the personnel doing the job now.

MR. SIMPSON: Back to the same thing, you have two men at the landfill, one man stands at the gate and watches it come in, the other man is at the back and he tells you where to dump and where to fill. Why can't you eliminate the man at the gate and just let the man stay at the back end and do it and you have eliminated part of the cost.

MR. CHANDLER: We have had a discussion today about hiring another man in the back.

MR. TIMMONS: We have discussed this and whether you are aware of it or not we do have to keep certain records of the people going in and out of there, and also for the State, and the man at the landfill regulates, he is supposed to regulate it. We had a session this morning with all of our contractors

and we are working to improve the landfills, we are not satisfied with the way it is being operated. There has been some material coming in that should not be accepted, and we are getting into areas, particularly in No. 6 where we do have a high water table and we are discussing some alternatives there; so we must have the man at the gate to more or less regulate what comes in.

Now, the man in the back, this is the contractor's responsibility to furnish this man. What they have been doing is have one man operate the dozer and also have the inspector.

So I don't think we could get away with any less.

MR. SIMPSON: I don't know whether you could confine it and let one man handle it, the one man could do it, it isn't that much.

MR. TIMMONS: It is almost impossible.

MR. SIMPSON: I agree with the man, all my trailer people pay county taxes, it would be simple to add a fee to take care of this as well as what I am paying. I can't raise the rent now anyway to make up what I have to pay because I am froze. It wouldn't be fair to me.

MR. CHANDLER: Do you rent the trailer spaces?

MR. SIMPSON: I rent the trailer spaces and they lease them by the year and they pay county taxes on each trailer.

MR. REESE: First of all I would like to ask the

County Commissioners, where does the biggest amount of money that the County takes in go; and,

Secondly, does everybody who receives money or benefit from the County pay in proportion, forty, sixty per cent, whatever you are going into? In other words, some get benefits for free, some have to pay some, some have to pay a hundred per cent. I would like to know what is your biggest outgo of expenditures.

MR. TIMMONS: Of course, the personnel is the largest, the personnel to operate the courthouse, the courts and so forth, takes the largest chunk, and I would say the landfills would be the next largest. We do have quite a bit that goes to welfare. In the welfare is fire companies, ambulance companies and so forth, but I would say landfills would be the second largest at the present time.

MR. REESE: Well, I represent a small business in Ocean View, we have a hatchery, it is one of the basic industries in Delaware, I guess, the poultry business.

The way it looks now we have to have an outlet for our egg shells and so forth and so on. We had that up until the first of July, I guess, when they, the Federal Government or somebody, said we couldn't dump our egg shells anywhere or dispose of them where we were. You know we have to have a place to go

with this. We have our dump up there, it is strictly for us, a place to get rid of it.

Now, the egg shells to us are no profit whatsoever, it will cost us about \$650.00 a year to dispose of our egg shells plus what we have in our trucks, the insurance for the trucks, the tags for the trucks, and if I could I will make this suggestion to you.

I would like to be on a commercial basis where it would only cost me a hundred dollars because I don't think it is right for somebody to make a profit hauling trash and cost him a hundred dollars for a truck the same as me. As a basic industry in the County here, I am running two loads a week of egg shells up there and it is going to cost me \$650.00 where a commercial operation can come in for a hundred and five dollars additional for each truck that can go in. To me, it doesn't make sense.

MR. HENRY: You misunderstand it, sir. The hundred and five dollars a truck is in addition to the six dollars per load for the public collectors.

MR. LYNCH: It costs me \$500.00 a year just to license two trucks. I don't like it either but I pay it.

MR. REESE: But I just wonder, really. I go back to Raymond over here, my golly, we are all tax payers in here, we support the welfare, we support the fire companies, I support

the Georgetown Fire Company even though I live in Selbyville, and there are people in Georgetown who support the Selbyville Fire Company where they don't get any benefit, and I am wondering, by golly, if we have just got to raise it -- didn't they get a raise here two months ago, it seems to me? Why employ eleven people and the eleven people are all tax payers, we are tax payers. All right, I will pay my share there, but I am also paying my share of welfare, I am also paying my share of fire engine maintenance, I am also paying my share of you people sitting here, and you are not going to charge me for this hearing today but you are all getting paid for it.

MR. LEE: I can assure you none of the Commissioners are getting rich from this hearing.

MR. REESE: No, but we are sitting in a nice building and the furnishings around are nice and the tax payers paid for that.

MR. TIMMONS: Up until we gave you permits you would have to dispose of these on your own. There are several lines of thought here and that is the reason for this public hearing because we have our lines of thought and we change them from time to time and I have thought that probably for the residents of the County it would be much simpler to put on a tax, but then you get into people who are making a living out of this,

a business, and if you are in business you have certain requirements you have to meet. If you have residue it would be cheaper for you to use the County landfill or to provide your own.

Now, the County has gotten into this, has been forced into this, we are not trying to force anything on to anyone, but it comes down to a matter of the County operating it and it is much cheaper than it would be if you were on your own. Now, if the County didn't accept your egg shells, which we do by special permit, and this is through our efforts, this Council and the County Engineer, and this is much cheaper than doing it on your own. We had a discussion this morning over dead fowl.

MR. REESE: You also licensed me at the hatchery to ...

MR. TIMMONS: No, we don't. The State might but the County doesn't.

MR. REESE: I am licensed in the State for the hatchery.

MR. TIMMONS: Well, that is State, but we have your testimony and we will study it.

MR. LEE: What is the overall feeling here, does everybody here ...

MR. CHANDLER: I just started to ask a question, I know it is not subject to debate and I am not debating, I am ju

asking the question, but I know Raymond Townsend and myself were on a committee to study this thing and we went over it how many times, Raymond?

MR. TOWNSEND: Several times.

MR. CHANDLER: We got into the same thing, but you can argue it to doom's day and everybody has got a different idea how it should be. But somewhere along the line you have to decide which way to go, which way you are going to do it.

I wonder what the opinions of the people that are here today are. In other words, would most people prefer to see, for instance, a capitation tax of whatever that might be, one dollar, two dollars or three dollars, to underwrite the cost of operating these, would this be simpler than it would to have any kind of fee?

MR. TOWNSEND: Bill, I think your real estate tax is just as fair as there is but the more real estate a man owns the more he pays but, on the other hand, the more he owns the more garbage and trash he has.

MR. CHANDLER: Well, this is true except for one thing, we got into that, too, Ray, if you are going to talk about real estate taxes, in the summer time, which is the time when we generate the most trash, and you have people that rent and don't own a piece of ground in Sussex County that generate the trash,

based on real estate tax they are not paying anything.

MR. GORDY: They are paying it by renting a place.

MR. LEE: Then the rent goes up.

MR. GORDY: They are there and creating rubbish, they are renting the place from some property owner.

MR. TOWNSEND: Bill, I have seen \$300 land go to \$4,500 an acre within the last three or four months when the piece of land is just turned into a trailer park and you are going to receive the benefit from this when you reassess it, that land is going to change because half the lots in the last development you approved are already sold right in a wooded area that sold for \$300 an acre right there at Pepper's Corner and I don't think we have to worry about real estate, I think the growth of this County will take care of it and I think you will get the figures you need to take care of this.

MR. CHANDLER: You think that in underwriting the cost of it would be better to increase property taxes than it would a capitation tax?

MR. TOWNSEND: I don't think you can get it from capitation.

MR. CHANDLER: Why can't you get it.

MR. TOWNSEND: Well, you could if you went up to ten or twenty dollars, something like that.

MR. CHANDLER: You have \$45,000 caps being collected in the County now. A \$5.00 capitation tax raise is more than all of this raises.

MR. TIMMONS: The only problem with the capitation tax is, in my mind, we do have a lot of residents coming in here in the summer time, if we put it strictly on a capitation tax basis we would be penalizing the residents of the County because we have thousands of people coming in here during the summer months and you cannot collect the capitation tax on them and we would get nothing from them and they are contributing a large amount of trash.

Now, the property tax, I grant you, we would be getting something back on but the capitation tax, all your summer residents, we would not collect one dime.

MR. REESE: How much surplus does the County have in the bank?

MR. TIMMONS: The Finance Director is not here right now.

MR. CHANDLER: You are talking about surplus?

MR. REESE: Yes.

MR. CHANDLER: Roughly about \$800,000, I would say. We just signed a contract for the re-evaluation of the County and it is going to cost \$765,000 of that. So do you

want to know the surplus before they do that work or after?

MR. REESE: But after you reassess how much income will you have the first year?

MR. CHANDLER: Well, you don't necessarily have to have any more because any reassessment that they have had so far resulted in a decrease of taxes. In other words, if you raise the assessed value ...

MR. TOWNSEND: Decrease the rate.

MR. CHANDLER: Right, but you can decrease the rate right down to the point where you are collecting exactly the same amount of dollars that you are collecting now. Reassessment doesn't necessarily mean that you are going to collect more money.

MR. TOWNSEND: Bill, under the last reassessment the Levy Court paid off all indebtedness without raising the rate.

MR. CHANDLER: And still lowered the rate to \$.50. That is what I am saying, they had to do it because they owed money.

MR. TOWNSEND: We are not in debt.

MR. CHANDLER: No, we are not in debt.

MR. TIMMONS: I think everyone here will agree that we have had a surplus the last three years and we knew we

were going to re-evaluate the County and I think that rather than reduce the taxes two or three cents we will have a surplus with this in mind of paying for the re-evaluation, it is going to be paid for and we have got the cash to pay for it and I think everybody should accept this, it isn't long past, but it is better than if we came along this year and said, well, we are going to re-assess and we will have to raise the rate to pay for it.

MR. TOWNSEND: I wouldn't think you a politician worthy of holding office if you hadn't done it that way. (Laughter)

MR. TIMMONS: I am just trying to justify the surplus.

Now, after the re-evaluation I think the only thing that everyone in here considers or is worried about is that after the re-evaluation he doesn't have to pay any more money than he is paying right today. So the rate will be dropped, and some will be paying a little more.

MR. TOWNSEND: It will be more fair.

MR. CHANDLER: It will be more equitable because some people maybe aren't paying what they are supposed to be. In other words, if you were on an average property and it went up or down, then you would be paying exactly the same property amount of taxes that you were previously unless the County decided it needed more money, they could even do it by raising

the assessment or raising the taxes.

MR. LEE: If you don't mind, we are getting a little off the subject now, we are starting to talk fiscal.

What I think might be interesting is see how many people here prefer to see a taxation. I realize this might not be a whole representative group, we may not have an accurate cross section but it might eliminate the necessity of everybody getting up and say they would rather have it paid by taxing than they would by fee schedules. Let's see a raise of hands?

MR. LYNCH: In other words, you ain't going to charge me a hundred dollars, you are not going to charge me \$6.00 a load, you ain't going to charge nobody in the County a fee? In other words, you are going to have a tax raise and that is what you are going to do, is this what you are voting for?

MR. BRIGGS: A collector would still pay something somewhere along the line, it might not be as much as this is, you still would pay something. We have got to control you so we have got to license you.

MR. LEE: There would still be a license fee but beyond the license fee there would still be needed revenue.

PARTICIPANT: If you were to put a property tax on how much would it take to generate the amount of revenue you are talking about?

MR. TIMMONS: I don't know about the property tax but the head tax would take about five to six dollars.

MR. GORDY: I agree with Ray Townsend, I think the fairest way to do it is through real estate taxes, you can collect that.

MR. TOWNSEND: I agree.

MR. LEE: Let's see a show of hands, the people who would prefer to see a property tax raise enough to cover this.

MR. CHANDLER: It would be about \$.15 on property.

MR. BRIGGS: We would have to raise it about \$.15; we went about forty five with the building committee, we would have to charge sixty.

MR. CHANDLER: We would have to have an act of the Legislature.

MR. LEE: Well, your reassessment might eliminate that.

MR. BRIGGS: It would take about a \$.15 increase to cover the landfill.

PARTICIPANT: You wouldn't be picking up \$.40 then?

MR. BRIGGS: This would carry the whole thing. We would have to raise the real estate tax about \$.15.

MR. LEE: We would be picking up a hundred per cent.

How many people would be against this? Excuse me

just a second. There were some people who didn't raise their hands, I don't know whether that meant they were for it or what.

MR. LYNCH: I don't know what I am voting for, to be honest with you.

MR. LEE: All right, let me explain it. What we said was that there would be some license fee for commercial collectors, but the rest would be paid entirely by an increase in property taxes. There would be no fee for your loads when you go there to dump.

PARTICIPANT: Mr. Briggs said five or six dollars a year they would pay would go to the landfills.

MR. TIMMONS: That is capitation.

MR. BRIGGS: Wait a minute, let's get it straight. If we raise the capitation tax we would have to raise it five or six dollars over what we have got now. If we went to real estate tax it would be \$.15 a hundred over what we have got now, to carry the complete cost of the landfills.

MR. TIMMONS: I think the idea of this Council really, as we started out, was to subsidize ...

MR. TOWNSEND: Jack, one thing you must realize, you wouldn't have to collect that much to meet the budget.

MR. BRIGGS: But we are not going to be in as good shape as we have been from this year on if we don't raise -- if

don't re-evaluate the County, if we don't raise the income tax next year, two years from now we will be in a financial bind like we were five years ago.

MR. LEE: Wait just a second, everybody, talk one at a time or else Mr. McFadden can't get this.

Yes, sir.

MR. SHOCKLEY: I am Tom Shockley from the Millsboro Town Council.

First of all I want to go on record to oppose any kind of charges to municipalities. It may seem the only fair way is a property tax but yet with a property tax you are still eliminating any cost whatsoever to these people if you don't put a cost on these trash collectors for the people that come in, the influx of extra people that come here in the summer time. The State is not going to pay my property taxes and this influx of people would still be getting their rubbish dumped for nothing.

MR. LEE: Tom, you weren't here a little earlier; I believe it was stated that there would be some payments from the camp sites, from the park areas, the parks would pay their own fees.

MR. SHOCKLEY: If you put on a property tax?

MR. LEE: Oh, no, no.

MR. SHOCKLEY: If you switch over to a property

tax these people would be getting another free ride.

MR. TIMMONS: I think I started to say a little while ago, it is the idea of the members of this Council that the County should subsidize some portion of it, whether it be forty per cent, or sixty or eighty per cent, but as far as my thinking is that your commercial establishments, your large industries should contribute something because they are putting in addition to what the local property owner is. I know that they are paying taxes but I don't think they are paying them in proportion to the amount of waste they create.

MR. TOWNSEND: I don't think you have to worry about this influx of business coming here in the summer months because they have done more good for the County, they have caused the value of that beach land to go from \$800 an acre to \$30,000 a lot, and you are collecting taxes on that.

MR. CHANDLER: Let's get off the summer residents a minute, Ray, and site another example.

Bill, can you, right off the top of your head, come up with some figure on what the DuPont plant, if we had to check their weight of what they are talking about, what that amounts to?

MR. HENRY: They gave us an estimate of 2,700 cubic yards a month.

MR. CHANDLER: 2,700 cubic yards a month.

MR. HENRY: That was about a forty five per cent increase.

MR. CHANDLER: In other words, you put that in No. 1 landfill, that is forty five per cent of all that is going in there, by one person.

MR. TOWNSEND: DuPont and DP&L is about forty per cent of your tax here in this County.

MR. GORDY: If we didn't have DuPont and we didn't have DP&L we wouldn't have many people living in Sussex County.

MR. TOWNSEND: We wouldn't have all those new homes down around Dagsboro.

MR. LEE: Yes, Mr. Callaway.

MR. CALLAWAY: I compliment the County Council on having the surplus in money, that is good business. I am against the capitation tax, I am a little bit against the real estate tax but I don't think it is right for somebody like Cannon Foods there in Bridgeville to have one truck that hauls constantly, six days a week, into the landfill without some charge. I know they are tax payers, I know they are property tax payers but they don't pay that much in proportion to what some other small industry does.

MR. CHANDLER: What you are saying is, depending on the type of business -- this is what we got into in those

meetings we had -- depending on the type of business you are operating, some businesses generate an awful lot more trash than others? In other words, you might have a business that is paying \$10,000 a year to the County in taxes that generates one truck load of trash every two weeks; another business might not be paying that much in taxes and generate a truck load a day.

MR. TOWNSEND: I think what we have to look at, as long as we are dealing with Sussex County rubbish and trash, but when you are not dealing with Sussex County you are dealing with the whole peninsula.

MR. LEE: Any further comments?

MR. LYNCH: Linford Lynch, Selbyville.

If you go out here and you let every business place in Sussex County, and you let every private home and individual take his stuff down to the dump for nothing, how is a man like me, Mr. Sellers back here, these two men here, that are in the business, how are we ever supposed to progress or improve our business?

MR. LEE: I don't think you are going to find anybody who is going to want to haul his trash down there.

MR. LYNCH: Well, there is a mess of them doing it.

MR. LEE: Well, fine. Then those people have to decide whether it is worth paying you to do it. To me, it is

worth it. I am not hauling that stuff out there.

MR. LYNCH: If you charge them a dollar every Saturday to go down to the dump and take their trash down there, then they come to me, I am better off, I come by and pick it up, I've got a chance to build my business. As it is right now I'll never do it. I've got \$80,000 tied up in nothing, you might just as well say it is.

MR. SHARP: I don't know but I never thought any service should be rendered in any capacity that you don't have to pay for, and in this case, I am the operator of one or two of the landfills and I see what is coming in there. Now, we have the problem at one of the landfills where we have subsidized some of Kent County's trash, it has been known that Kent County has dumped in there and that requires a little bit of policing to break that up.

MR. TOWNSEND: That is your man at the gate.

MR. SHARP: Therefore, I believe if your are going to dance, pay the fiddler.

MR. LEE: Any further comments?

MR. HOPPER: I would like to ask one question on private collectors; are we going to have to get a permit every time we haul in there or are we going to get a permit that is going to cover us for the year? I am speaking about these tires

MR. HENRY: No. It isn't intended you get a permit every time you go in. I think fairly good judgment has been used by many of them in, you know, just taking a tire or two in a load. If you get a whole dozen or more of them in one of your packers and dump that load, you have got a different situation.

MR. SHARP: We run into this where stations hold off and they will put out a couple dozen at one time.

MR. HENRY: This is something you are going to have to pass on to your customers. If an individual puts out one or two tires, it is all right, and a station the same way, you take four and that is it, and the next time around take some more.

MR. SHARP: How about the guys that are picking up say ten or twelve stations, each one of these guys puts out four tires, that is forty or forty eight tires to a load, and it does happen to all the public collectors.

MR. HENRY: We can't take them in large quantities and put them in with the garbage and rubbish you are collecting, you know, mixed together. It would just mean a separate load. You would have to save them up and make a special trip once a month and take nothing but tires.

MR. REESE: Richard, do you have any other of your expenditures that you have throughout the year -- do you have any of them that you get any money back from through the services or

of your facilities?

MR. CHANDLER: Oh, yes.

MR. TIMMONS: All County offices, Planning and Zoning, Board of Assessments, Recorder or Deeds, Register of Wills.

MR. REESE: Do they cover the amount of expenditures, or what per cent of it?

MR. TIMMONS: I think the Recorder of Deeds office does but some of the others don't. I can't tell you the percentage of Planning and Zoning or the others.

MR. BRIGGS: Some of them more than cover the cost of their expenses.

MR. TIMMONS: And some don't. We have the Clerk of the Peace, which is a constitutional office which we have no control over, maybe they contribute two per cent. It is a constitutional office and we are not getting much, the same thing with the Prothonotary's office. It used to be the same thing with the court but the State has taken over the courts. But most offices, all offices where there is revenue available, are collecting some revenue.

MR. TOWNSEND: Richard, since the State has taken over the cost of the courts does that represent about as much as we are talking about on this?

MR. CHANDLER: It would if they pay what they are

supposed to pay, Ray.

MR. TIMMONS: It is down now to around a hundred thousand a year and I think we are talking about something right in the neighborhood of \$240,000 a year.

MR. BRIGGS: If the State hadn't taken those away from us we would have had to have done something to cover these costs of landfills. In other words, it is about an even balance, really.

MR. TIMMONS: And, as you know, the County government is growing by demand of the people in the County and the cost is not going to reduce, it is going to increase. This is the reason why, if we can tap some revenue in the landfills it would help out in some other area because services are growing.

We wish we had a nice, simple answer to this but as Raymond knows, we have been dealing with this problem for almost two years.

MR. CHANDLER: What is your feeling on fowl in the landfills?

MR. TOWNSEND: Dead fowl belongs in an incinerator or in one of those pits, caustic pits, one or the other, It doesn't belong in the landfills.

And since you brought that up -- I wasn't going to bring it up here because last night the Burton farm, the property

that adjoins mine, it was just about impossible to live in that house last night for the smell of something, eggs or something.

It could have been Reese's eggs, I'm not sure. (Laughter.) But it was just about impossible to live in that house last night.

It was foggy last night.

MR. TIMMONS: Whenever you or someone else have any complaints of this type, we want to know this.

MR. TOWNSEND: The air and pollution man was there taking care of it this morning.

MR. LEE: Any other questions or comments?

MR. BAXTER: One comment. I think it was stated that if we are going to dance we should pay the fiddler. Direct or indirectly we are all using the landfills and again I go back to the original statement I made, I hope that we can do something, that is a tax or something to make this a general burden on everyone because whether you have rubbish or not of your own, maybe this will prevent someone else from dumping rubbish on your property and mine. This costs money to remove and I think through a taxation program that you fellows can work, maybe make a fee charge for industrial wastes, I think we can be much better off, and I personally would like to see us go toward the taxation program for the residents of Sussex County.

MR. SELLERS: I would like to go along and get a

free ride because we were over here once before last year and they were going to assess each business so much, a hundred dollars, twenty five and so forth. Well, some businesses don't even go to the landfill, so let the ones that use the landfill pay. Well, we have been saving three dollars, six dollars a load the whole time the Levy Court has been doing it, I hope they continue because I can put that three dollars, six dollars somewhere else.

But, we know it is not going to be a free ride, somebody is going to have to pick up the tab.

Now, one point that was raised before was some people are going to pay twice, if you put it in capitation, if you put it in real estate and you don't go to the landfill, you are going to pay a collector to haul it, you are going to pay twice.

Now, another thing is if a town picks up they feel they should haul for free; if I contract with that town, as a contractor I would have to pay per load to dump in the landfill. I say let the ones that use the landfill pay regardless of who they are with no exceptions, whether it is the State, the County or the townships or whatever, the individual, whatever you are going to have to regulate this thing. Somebody is going to have to pay for it.

I would like to see it stay like it is. I hope it

does.

I own a little bit of real estate but I would be willing to pay that little bit compared to what it would cost the other way.

Now, the DuPont stuff, DuPont uses the landfills, it is going to cost the County, and you will have others, Covey in comparison to Cannon Foods, Cannon is in there every day of the week, and Lou Callaway has to cover that. The more that comes in the more he is going to have to charge to cover.

So I say in all fairness, let the ones that use it pay for it regardless of who they are.

MR. HENRY: I would like to make a comparison here of some costs and ask Mr. Sellers a question.

You have got some twenty three cubic yard side-loader, don't you?

MR. SELLERS: Right.

MR. HENRY: Couldn't you take about two hundred dwelling units on a once-a-week pick up to fill that?

MR. SELLERS: Could I what?

MR. HENRY: Take about two hundred stops to fill that truck, about two hundred houses.

MR. LYNCH: Once a week?

MR. SELLERS: I doubt it. You might do it with a

rear end.

MR. HENRY: What could you do, one fifty?

MR. SELLERS: You could go a hundred if you had two or three can stops.

MR. HENRY: You are talking about paying twice down there; let's look at just about how much it would be at the proposed \$6.00 per load; if you get a hundred on there that is six cents a customer, that is \$.24 a month. A great deal has been said about paying twice today, but I just want to get your feelings on some of the arithmetic here and point out just about how serious this paying twice would be, you know, for the average person.

MR. CHANDLER: I would like to make one comment. We had discussions in this committee that Ray and I were on, you talk about paying twice, you are not paying twice. There is a difference between paying for the cost of the landfill and paying for the cost of having your trash picked up. In other words, in one case you are paying for the privilege of having a landfill you can go to, and in another case you are paying a man to haul it.

MR. HENRY: What I wanted was what additional cost the collector would face that he has to pass back to the customer, that would be maybe \$.50 a month.

MR. CHANDLER: But if you charge like a property tax

SENTRY INSURANCE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Hudson Transfer & Construction Co., Inc.
Milcon, Delaware

as Principal, hereinafter called the Principal, and

SENTRY INSURANCE - A Mutual Company
(A Wisconsin Corporation)
One World Trade Center, N.Y., N.Y. 10048

a corporation duly organized under the laws of the State of Wisconsin
as Surety, hereinafter called the Surety, are held and firmly bound unto
George J. ... Delaware

as Obligor, hereinafter called the Obligor, in the sum of THREE THOUSAND AND NO 00/100

Dollars (\$ 3,000.00)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for Land fill at Laurel, Delaware

Now, Therefore, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a contract with
the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith
contract with another party to perform the work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and Sealed this 16th day of February A. D. 1973

Witness
to be called

HUDSON TRANSFER & CONSTRUCTION CO., INC.
CO., Inc. Principal

By *W. Douglas ...*
Attorney-in-Fact

Attest
in presence of

Surety Bond # 85-12335

(SEAL)

(SEAL)

Attest

SENTRY INSURANCE MUTUAL COMPANY
By *[Signature]*
Attorney-in-Fact

Approved by The American Institute of Architects.
A.I.A. Document No. A-119

06-1717 4 7 71

AR200082

STATE OF NEW YORK SS. _____
COUNTY OF NEW YORK

On this 16th day of Feb. 19. 77., before me personally came John D. Filice
residing at New York in the County of

New York, State of New York, to me known, who being by me
duly sworn, did depose and say that he resides as aforesaid; that he is the
Attorney-in-fact respectively of the SENTRY INSURANCE A MUTUAL COMPANY, the
corporation described in and which executed the foregoing instrument; that
they know the corporate seal thereof; that the seal affixed to the foregoing
instrument is such corporate seal, and that it was affixed thereto by authority
of the Board of Directors of said corporation; that he signed his name thereto
by like authority of the said Board of Directors of said corporation; that the
liabilities of said corporation do not exceed its assets as ascertained in the
manner provided by law; that said corporation has received from the Superintendent
of Insurance of the State of New York a Certificate of Solvency and of its
sufficiency as surety or guarantor, pursuant to the Insurance Law of the State
of New York and the Acts amendatory thereof and supplemental thereto, and
that the said Certificate has not been revoked.

John D. Filice

NOTARY

Commission Expires March 30 1978

AR200083

Acknowledgments

SENTINEL INSURANCE

INDIVIDUAL

STATE OF _____)
COUNTY OF _____) ss.
On this _____ day of _____, in the year 19____, before me personally comes
to me known and known to me to be the person(s) who (s) (are) described in and who executed the foregoing instrument and acknowledged(s) to me
that _____ he _____ executed the same

(Signature and title of official taking acknowledgment)

PARTNERSHIP

STATE OF _____)
COUNTY OF _____) ss.
On this _____ day of _____, in the year 19____, before me personally comes
a member of the co-partnership of _____
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he
executed the same as and for the act and deed of the said co-partnership.

(Signature and title of official taking acknowledgment)

CORPORATE

STATE OF _____)
COUNTY OF _____) ss.
On this _____ day of _____, in the year 19____, before me personally comes
to me known, who, being by me duly sworn, deposes and says that he resides in the City of _____
of the _____
that he is the _____
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the
said instrument is such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name
thereto by like order.

(Signature and title of official taking acknowledgment)



AIA Document A311

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **HUDSON TRANSFER & CONSTRUCTION CO., INC.**
MILTON, DELAWARE

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and

SENTRY INSURANCE - A Mutual Company
(A Wisconsin Corporation)
One World Trade Center, N.Y., N.Y. 10048

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto **Suffolk County Council**
Georgetown, Delaware

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of **TEN THOUSAND AND NO 00/100*******

Dollars (\$**10,000.00**),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____ 19____, entered into a contract with
Owner for **Land-fill at Laurel, Del.**

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

(Approved by The American Institute of Architects,
A.I.A. Document No. A311)

80-1761

JSM:73

AR200085

"We Move The Earth"

EARTH MOVERS, INC.

EXCAVATING CONTRACTORS - EQUIPMENT RENTAL SERVICE

2-20-73

Date

TO: Mr. John T. Carron, Sr., President
Sussex County Council
Courthouse
Georgetown, Delaware 19947

Dear Sir:

Having carefully examined the General Conditions and Specifications entitled Sussex County Disposal Site #5, located in Sussex County, near Laurel, State of Delaware, and drawings similarly entitled, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all materials and labor called for by them for the sum of Thirty four Thousand and Eight hundred dollars (\$34,800⁰⁰) per year.

Surety in the sum of ten percent (10%) of the bid Price, Four Thousand dollars (\$4,000⁰⁰) in the form of a S.C. Bond, is submitted herewith.
(certified check) (bid bond)

In submitting this bid, it is understood that the right is reserved by the County to reject any and/or all bids and waive informalities therein, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

FIRM NAME EARTH MOVERS, INC.
ADDRESS Box 491 Seaford, Del. 19973
By James H. Carron
TITLE President

AR200086

N O T I C E

Sussex County Council will accept bids for the Operation and Maintenance of Sussex County Landfill Site No. 5, near Laurel, Delaware at Sussex County Council Chambers, Courthouse, Georgetown, until 11:15 A.M. E.D.T., February 20, 1973, at which time said bids will be publicly opened and read aloud.

Bid documents will be available 9:00 A.M. to 4:30 P.M. E.D.T. at the Office of the County Engineer, Georgetown, beginning February 5, 1973. A deposit of \$10.00 per set of bid documents is required which is refundable to all bidders upon return of said documents in good condition within 15 days of bid opening; those not bidding but returning documents as specified above will receive a \$5.00 refund.

All bids must be accompanied by surety in the form of a certified check or bid bond in the amount of at least ten percent (10%) of the bid.

William C. Henry, P.E.
County Engineer

AR200087

INFORMATION FOR BIDDERS

C-1 BIDS: In order to be entitled to consideration, bids must be prepared and submitted in accordance with the following instructions:

Bids in duplicate, must be typed upon the letterhead of the firm or individual submitting the proposal, in the exact form and sequence of the Proposal Form included in these specifications. All amounts shall be stated in both words and numerals. All signatures shall be in longhand.

C-2 DELIVERY OF BIDS: Bids shall be enclosed in sealed envelopes upon which shall be written "Sussex County Disposal Site #5," and the name of the bidder. Bids shall be delivered to

Mr. John T. Cannon, Sr., President
Sussex County Council
Courthouse
Georgetown, Delaware 19947

on or before 11:15 A.M., E.D.T., Tuesday, February 20, 1973, at which time and place the bids will be publicly opened. No responsibility shall be attached to any person or persons for the premature opening of any bids not properly addressed.

C-3 EXAMINATION OF THE SITE: Before submitting proposals, bidders shall fully inform themselves of the nature of the work by personal examinations of the site, the drawings and the specifications; and each bidder shall have satisfied himself as to the condition of the site and of the intent of the work to be done. No allowance shall be made on behalf of the Contractor by reason of any error or oversight on his part.

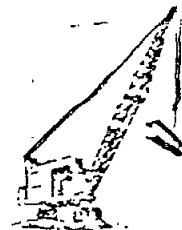
C-4 BIDDERS' MEETING: The County will provide for a bidders' meeting prior to the submission of bids. The interested parties will meet at the offices of the County Engineer, Georgetown, Delaware, on Thursday, February 15, 1973, at 2:00 P.M., E.D.T.

AR200088

HUDSON TRANSFER & CONSTRUCTION CO., INC.

Located on Rt. 16

General Contractor



684-4221
684-4260
684-8095

P.O. Box 187 Milton, Delaware 19968

AREA CODE 302

February 20, 1973

Mr. John T. Cannon, Sr., President
Sussex County Council
Courthouse
Georgetown, Delaware 19947

Dear Sir:

Having carefully examined the General Conditions and Specifications entitled Sussex County Disposal Site #5, located in Sussex County, near Laurel, State of Delaware, and drawing similarly entitled, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all materials and labor called for by them for the sum of Twenty eight thousand six hundred ninety-two and 00/100 Dollars (\$28,692.00) per year.

Surety in the sum of ten percent (10%) of the bid price, two thousand eight hundred sixty-nine and 20/100 dollars (\$2,869.20) in the form of a bid bond, is submitted herewith.

In submitting this bid, it is understood that the right is reserved by the County to reject any and/or all bids and waive informalities herein, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days for the opening thereof.

FIRM NAME Hudson Transfer & Construction Co., Inc.

ADDRESS P.O. Box 187 Milton, Delaware 19968

BY *H. Douglas Hudson*

TITLE *Pres.*

AR200089

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of April 1973, by and between the County Council of Sussex County, a political subdivision of the State of Delaware, (hereinafter referred to as the County), party of the first part, and Hudson Transfer & Construction Co., Inc., a corporation organized under the laws of the State of Delaware, having its principal place of business at Milton, Delaware, (hereinafter referred to as the Contractor), party of the second part.

WITNESSETH

WHEREAS, the Contractor is in the business of operating landfill for the disposal of various waste products and refuse hereinafter specified; and

WHEREAS, the County desires the Contractor to operate the area designated to be used for sanitary landfill operation;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Contractor hereby agree as follows:

1. CONDITIONS OF AGREEMENT:

a. Term: The term of this Agreement shall be three (3) years beginning 2 April, 1973 and ending 1 April, 1976. The bid price shall remain unchanged for three years unless the following conditions are satisfied:

(1) Either party notifies the other party in writing, not less than ninety (90) days prior to the end of the first or second year of the three (3) year term of its request for a change in contract price. Such a change will only be considered upon submission of detailed itemized changes in cost of labor, fuel, maintenance materials and/or repair parts and labor.

(2) Consummation of an agreement between the parties relative to a change in price within thirty (30) days of the aforementioned notice. *S*

In the event either party refuses to accept the other party's amount of price change requested, it may terminate the agreement notice in writing to the other party not less than sixty (60) days

b. Location: The parcel is shown and described on the Plan of Operations attached hereto as Exhibit "C", and hereinafter is referred to as Landfill Site No. 5, near Laurel, Delaware

c. Use: For the duration of this Agreement, the site shall constitute a Sanitary Landfill for the disposal of solid wastes from residences, businesses and industries within Sussex County but more particularly from the area indicated in Exhibit "C". Data on the volume of Type A, B & C material and total number of vehicles entering the Landfill Site is tabulated for the previous twelve month period and attached hereto as Exhibit "E".

d. Regulation: Only refuse collectors licensed by the County, those possessing special permits issued by the County, and area residents hauling their own household refuse are eligible to deposit solid wastes at the site.

3. OPERATION OF SITE:

a. Operating Hours: The site shall be opened for disposal of solid wastes from 8:00 A.M. to 5:00 P.M. during the period of the year in which Eastern Daylight Time is in effect and from 8:00 A.M. to 4:00 P.M. when Eastern Standard Time is in effect. The days of operation shall be Monday through Saturday except the site shall be closed on the days on which the following holidays are celebrated: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas and the day of any County-wide General Election.

b. Operation Amendment: Either the Contractor or the County may propose amendments or modifications to the Plan of Operations, Exhibit "C", but the County shall determine the relative merits thereof and shall obtain the approval of the State Division of Environmental Control before amending the Plan of Operations.

4. CONTRACTOR'S RESPONSIBILITIES:

a. General: The Contractor shall furnish all labor, tools, and equipment for the operation of the sanitary landfill, and shall provide all maintenance of the landfill and of equipment, or facilities necessary for operations on the site.

b. Code Regulation: The Contractor shall comply specifically with Section 38.4 - Sanitary Landfill Standards of the State Sanitary Code, Exhibit "A".

c. Supplemental Regulations:

(1) Deposit: No solid waste refuse deposit shall be made at a depth deeper than that indicated on the Plan of Operations, Exhibit "C".

(2) Groundwater: ~~The groundwater level shall be as established on the Plan of Operations.~~

(3) Drainage: Surface drainage such as creeks, ditches or swales shall be diverted and not allowed to enter or flow through the landfill area. The Contractor shall bear all costs connected with such work and shall initiate promptly such work when conditions so require. The Contractor shall also provide suitable drainage of all roads and fill areas including ditching and culverts where necessary. The fill area shall be kept drained for safe operations. All pools of water shall be drained or filled in. No stagnant water shall be permitted on the landfill site.

(4) Holes or Depressions: Holes or depressions deeper than the elevations of the proposed bottom of the landfill as shown on the plans shall be backfilled to the required elevation prior to depositing of any refuse.

(5) Refuse Layers: Refuse shall be spread in layers not to exceed five feet of loose material. Each layer shall be compacted promptly by repeated "bulldozer" runs over the deposited material. Compaction shall be the maximum possible but not less than 50% of the loose depth. After such compaction, during the same day, successive layers each not to exceed five feet of loose material may be deposited and compacted as above, provided that the total deposit of compacted refuse above covered material, comprising one cell, shall not exceed eight feet before being covered as provided in Section 38.4, part (b)3, of the State Solid Waste Code, Exhibit "A".

(6) Equipment Used: The weight of any crawler type of equipment used for compacting and grading should be thirty thousand (30,000) pounds or more. Compacting equipment equipped with puncture resistant pneumatic or semi-pneumatic wheels or steel cleated wheels must be twenty-four thousand (24,000) pounds or more.

(7) Final Grades: The final lines and grades created by the application of the final soil cover shall conform to the lines and grades shown on Plan of Operations, Exhibit "C".

(8) Cover Material: It shall be the Contractor's responsibility to provide all cover material. The County shall have the right to refuse the use of cover material if the characteristics of the material are such that it is not suitable for this purpose.

(9) Refuse Burning: No waste shall be burned at the site without prior approval of the Delaware State Board of Health and/or the Delaware ^{Division of Environmental Control} State Water and Air Resources Commission as required.

(10) Blowing Refuse: Blowing refuse shall be confined to the immediate area where solid wastes are being unloaded from vehicles. This may be accomplished either by the leaving of barriers of trees sufficiently loose to the unloading area or by the Contractor erecting a protective fence at least twelve (12) feet in height covered with galvanized chicken wire around three sides of the immediate working area. The material for the aforementioned fence will be furnished by the County but erected and relocated as needed by the Contractor. In the event blowing refuse may not be retained in the aforementioned matter, the Contractor shall recover that refuse promptly and return it to the site.

(11) Deposit Access: The Contractor shall maintain sufficient space, at the point where refuse is deposited, for the simultaneous dumping from at least two compactor vehicles. In addition, suitable space for receipt of deposits from area residents shall be provided for traffic control and safety of operation.

(12) Access: The Contractor shall maintain the access roadway from the end of the all-weather access road to the work area free of broken glass, metals and any other materials which may be hazardous to the operation of private and collection vehicles using the site.

(13) Fire Protection: The Landfill shall be operated in such a way as to avoid fires of any nature and to provide prompt and adequate control of any fires which may occur. The Contractor shall provide and/or make standing arrangements for the use of fire fighting resources capable of controlling landfill fires.

(14) Area Safety: The Contractor shall at all times provide safe conditions and equipment for the persons using the Landfill or

entering the Landfill on business. The equipment shall be operated by skilled operators. Adequate protection and warning against steep slopes, areas unsafe for vehicle travel or other unsafe conditions shall be provided. The Contractor shall comply immediately with any reasonable safety requirement established by the County.

(15) Emergency Plan: The Contractor's employees at the site shall have a knowledge of the types of accidents and diseases which are prevalent among sanitation workers. It will be the Contractor's responsibility to establish an emergency plan for handling accident victims. Such plan shall be submitted to the County for approval. Instructions to implement this plan shall be posted at the site and all employees and visitors to the site shall be required to be familiar with the instructions.

(16) Accident Report: The Contractor shall submit a written report to the County within five (5) days of any personal injury or property damage accident on the site.

(17) Supervision: The Contractor shall have competent operating personnel on the site at all times it is open for business. The Supervisor may be competent personnel capable of operating the landfill operation. It shall be the duty of the supervisor to direct the operation of the Landfill in accordance with the Plan of Operations. The County may order the Contractor to replace any employee habitually refusing to obey proper orders, operating the equipment in a hazardous manner, being discourteous to the public, or using intoxicating beverages.

5. FACILITIES PROVIDED BY CONTRACTOR:

a. General: The Contractor shall provide, erect, install and maintain the following facilities subject to the approval by the County:

(1) Area Roadway: The Contractor shall provide and maintain an all-weather access roadway from the surfaced roadway, provided by others, to the work area on the site. The usable access roadway shall be a minimum width of twenty (20) feet. No bumps, holes, or grades over ten percent (10%) shall be permitted.

6. EQUIPMENT BY CONTRACTOR: The Contractor shall have at all times sufficient equipment and operators available to perform the Landfill operations as specified on the Plan of Operations, Exhibit "C".

a. Maintenance: The equipment shall be maintained in good condition and repair. If any equipment needed for the proper operation is out of operation, the Contractor shall rent promptly or otherwise provide suitable replacement equipment.

b. Insufficient Equipment: If at any time the Contractor's equipment is judged by the County to be insufficient in capacity or efficiency required to perform the intended operations, the County shall by written notice order the Contractor to provide larger or additional equipment. The Contractor shall within ten (10) days provide such equipment subject to the approval of the County.

c. Minimum Equipment: The minimum equipment adequate for the operation of the sanitary landfill is one caterpillar tractor with bulldozer blade full time, in conjunction with either a pan excavator or dragline crane part time. The Contractor may provide alternate equipment consistent with the requirements of Item 4, and the approval of the State Board of Health.

d. Winter Operation: The Contractor shall provide suitable front and rear headlights and enclosed operator cabs on bulldozer equipment in order to complete daily coverage of compacted refuse during the winter months.

7. COUNTY RESPONSIBILITY: The County, through authorized agents, shall furnish to the Contractor or shall install on the site a suitable entrance gate at the public road entrance, inspection of the sanitary landfill, all-weather access road from public road into site, signs, and rodent control. In addition, the County shall obtain required approval of the site and sanitary landfill from the State Division of Environmental Control.

a. Entrance Gate: The County shall install and maintain a suitable double-leaf, twenty-four (24) foot wide entrance gate, equipped with a lock. One copy of the key shall be delivered to the Contractor, who shall cooperate with the County in keeping the gate closed and locked when the landfill is not in operation.

b. Site Inspection: The County, through its authorized representatives, shall make random inspections of the sanitary landfill to verify compliance with this Agreement. The representative may request revisions in the landfill operation in order to maintain an orderly, proper, or safe operation of the landfill in accordance with this Agreement.

c. Access Road: The County, through the cooperation of the State Highway Department, Sussex Division, shall provide and maintain an all-weather surfaced access road from the public road, to the site area, as shown on the Plan of Operations, Exhibit "C".

d. Signs: The County shall furnish, erect and install all required signs at the site.

e. Rodent Control: It shall be the County's responsibility to establish proper rodent control at the site. For this purpose the County may enter into a contract with a third party. The Contractor shall admit such personnel as required to fulfill the functions described above to the Landfill site during normal business hours and cooperate as necessary.

8. GENERAL CONDITIONS:

a. Insurance: The Contractor shall maintain at all times insurance as follows:

(1) Workmen's Compensation and Industrial Accident Insurance as required by Law.

(2) Property Damage and Public Liability Insurance in the amount of \$100,000 property damage and \$1,000,000 public liability to protect the Contractor and the County against any and all claims for property damage and personal injuries to parties using the Landfill site. The Contractor shall supply to the County evidence acceptable to the County of such current insurance coverage.

(3) Save Harmless Clause: The Contractor shall pay, indemnify and save harmless the County from all suits, claims, demands, losses, expenses and costs of every kind and description to which they may be subjected by reason of injury to persons or property resulting from any act or omission by the Contractor, his agent, employees and subcontractors in the performance of this Agreement.

b. Non-Assignability: This Agreement shall not be assigned and the stock ownership and management of the Contractor shall not be changed unless prior consent thereto shall have been given in writing by the County.

c. Waiver of Violations: Waiver of any violation of this Agreement shall not constitute a waiver of any similar violation in the future or waiver of the necessity for future compliance with any provision of this Agreement.

d. Performance Bond: The Contractor shall provide and shall maintain in full force and effect during the term of this Agreement, a material and performance bond with complete surety to be approved by the County, in the amount of \$10,000 to assure satisfactory performance of the Contractor's obligations under this Agreement. Said bond shall also protect the County from any loss resulting from the operation of the said Landfill by the County, its agents or contractors, for the remainder of the term of this Agreement, in the event that the County should undertake such operation following default by the Contractor.

e. Penalty: In the event that the Contractor shall fail to cover deposited solid waste or to control blowing paper after three hours notice, oral or written, as required by this Agreement, in addition to other remedies hereunder, the County may forthwith cause the required cover to be placed and shall deduct the cost thereof from amounts due to the Contractor or may recover said cost under the Bond required hereunder.

f. Failure of Performance: In the event that the Contractor shall wholly fail to dispose of garbage and other materials herein provided to be disposed of for a period in excess of three (3) days, and provided such failure is not due to war, insurrection, riot, strike, Act of God, or any other cause or causes beyond the Contractor's control, the County may, at its option after written notice to the Contractor, take over and operate any or all of the Contractor's equipment used in the performance of this Agreement, and use and operate same itself until such matter is resolved and the Contractor resumes its operations under this Agreement. Any and all reasonable expense incurred by the County in so doing may be deducted by it from compensation to the Contractor hereunder.

g. Unavoidable Delay: If the Contractor shall be delayed at any time in the performance of the terms of this Agreement by any act or neglect of the County or its agents or by the imposition of new or additional regulations or requirements of any public regulatory body or by changes ordered in the method of operation or by strikes, fire subject to paragraph 4c(13), unusual weather conditions or unavoidable casualties, such delay shall not be considered a breach of this Agreement, provided that the Contractor shall use diligence to avoid or minimize such delay.

instruction given either by the County's representative or by revised standards. The appeal must be made within five (5) days of the receipt of such instruction which the Contractor considers unreasonable. The County shall hold a hearing and decide within ten (10) days whether the instruction is valid or not. In event this decision is not agreeable it shall be submitted to arbitration.

i. Arbitration: In the event that any issues arising out of the County's taking over the equipment of the Contractor, as provided in subparagraph f above, cannot be resolved by the parties hereto, such issues shall be resolved by two arbitrators, one of whom shall be selected by the County and the other by the Contractor. If said two arbitrators shall not be able to receive such issues, a third arbitrator shall be selected by the first two arbitrators and the vote of the majority of said three arbitrators shall be conclusive and binding upon both the County and the Contractor. The cost of arbitration shall be borne equally by both.

9. CONTRACT SUM: The County shall pay the Contractor for the performance of the contract in current funds, the sum of Twenty Eight Thousand Six Hundred Ninety Two Dollars (\$ 28,692.00), per year.

10. COMPENSATION: The County shall pay to the Contractor, on a monthly basis one-twelfth (1/12) of the contract bid price, for the performance of the Contractor's obligations in accordance with this Agreement.

a. Amended Compensation: In the event any of the aforesaid standards, attached hereto as Exhibits "A", "B", "C" or "D", are altered, changed, modified or amended from the standards in effect on the date of execution of this Agreement, and the costs to the Contractor are increased or decreased, the amount payable to the Contractor shall be renegotiated by the County and the Contractor.

11. TERMINATION: Upon termination of the contract the following work shall have been completed:

a. Site Clearing: It shall be the Contractor's responsibility within the compensation received to clear and dispose of all stumps, roots, brush, branches and other debris left from the taking of timber and pulpwood in the work area. Disposal shall be by burning and/or

burying in an area approved by the County and completed at least thirty (30) days prior to termination.

b. Refuse Deposit Space: There shall be left available by the Contractor at least twelve hundred (1,200) cubic yards of excavated space for the subsequent landfill operator within the compensation received under the terms of this contract.

IN WITNESS WHEREOF, the parties hereto executed this Agreement, the day and year first above written.

SUSSEX COUNTY COUNCIL

In the Presence of:

Ernest P. Ellis

John J. Conroy

Hinson Trans & Const. Co. Inc.
(Contractor)

BY H. Douglas Holden Pres.

BY _____

Seanne J. Breaure

Exhibit "A"

Regulation Concerning Solid Waste Disposal, Adopted
December 19, 1968 by the Delaware State Board of Health.

STATE SANITARY CODE
Part 38
Solid Waste Disposal

SECTION 38.0 GENERAL PROVISIONS

38.01 <u>Introduction.</u> There are extensive relationships between solid waste disposal and the public health. Open dumping and improperly operated landfills foster the creation of public nuisances, health hazards, and safety hazards including, but not limited to: (1) insect and rodent breeding; (2) noise; (3) dust (4) fire (5) explosion; (6) smoke; (7) odors; (8) human stress; and (9) danger of physical, chemical, and/or bacteriological contamination of potable drinking water. Open dumping and improperly operated landfills further create environmental pollution which is obnoxious to the human senses and which degrades and depletes natural resources. The nuisances, health hazards, and environmental pollution associated with these improper methods of solid waste disposal impose economic losses and social damages on individuals, the public, and the State. Any of these factors can adversely affect the public health.	1 2 3 4 5 6 7 8 9 10 11 12 13
38.02 <u>Objectives.</u> It is the objective of this regulation to protect, preserve, and promote the physical health, mental health, and social well-being of the people of Delaware by requiring adequate planning for solid waste disposal, and by requiring that the disposal of solid waste be accomplished by sanitary landfill, in such a manner as to create a healthful, aesthetically desirable, and useful environment.	14 15 16 17 18 19
38.03 <u>Scope.</u> No solid waste processing method (incineration, shredding) eliminates the need for land on or into which solid waste can be disposed. There is no acceptable alternative to ultimate disposal of solid waste in the land environment. This Regulation establishes control over the disposal of solid waste on land in accordance with the stated objectives.	20 21 22 23 24
38.04 <u>Authority for Adoption.</u> 16 Del. C., § 122, Parts 3A, 3B, 3C, 3D and 3K.	25 26
38.05 <u>Title.</u> This Regulation shall be known and cited as the STATE SOLID WASTE DISPOSAL CODE.	27 28

Exhibit "A"

AR200100

38.06 Administration. 1

(c) Disposal Methods. 2

1. Sanitary landfill. Open dumping and improperly operated landfill disposal of garbage, rubbish, street refuse, litter, dead animals, and hazardous solid waste, or any combination of these wastes with each other or with other wastes, are hereby declared to be illegal in the State of Delaware. Sanitary landfill shall be the sole method of land disposal permitted for these wastes, alone or in combination, or for the residues from the processing of these wastes by incineration, shredding, or other volume reduction processes with the exception of composting. 3
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2. Other. All other solid waste may be controlled by the State Board of Health when necessary to ensure the fulfillment of the objectives of this Regulation. Supplementary regulations may be adopted by the State Board of Health for this purpose. 11
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(b) Site Approval. No solid waste disposal facility (excluding the facilities utilized in accordance with 38.06(a), part 2) shall be permitted to commence operations, or to continue to function, without the prior written approval of the State Board of Health. This approval shall be obtained in accordance with Section 38.3 of this Regulation, and shall be valid for a maximum period of three (3) years. 15
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(c) Variances. The State Board of Health may grant variances from specific provisions of this Regulation, or may impose additional requirements in a specific case where such variances or requirements are in accordance with the objectives of this Regulation. 21
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(d) Separability. If any provision of this Regulation is held invalid with respect to specific persons and/or circumstances, such invalidity shall not affect the application of such provision to other persons and/or circumstances; and the remainder of this Regulation shall not be affected thereby but shall remain valid and effective. 25
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38.07 Applicability. 30

(a) General. Any person responsible for, managing, supervising, or employed in the disposal of solid waste on land or who permits the use of land as a solid waste disposal area shall be required to comply with the provisions of this Regulation. 31
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(b) Existing sites. Existing solid waste disposal sites which are operating in a manner inconsistent with the objectives and methods established by this Regulation, and which are required by Section 38.06(a) to upgrade operations, shall be regarded as temporarily operating under Section 38.06(c) of this Regulation. It shall be the responsibility of persons responsible for operating such disposal sites to contact the State Board of Health to determine, jointly, the planning and actions necessary to meet the requirements of this Regulation. Contact shall be accomplished prior to April 1, 1969. 35
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prior to the end of the year in which they disagree on the amount of change in price.

All such written notices shall be served by certified or registered mail, return receipt requested.

b. Permits and Approvals: This Agreement is expressly conditioned on the continued existence of all applicable permits and approvals by Federal and State agencies necessary for the use of the site hereinafter described.

c. Operation Standards: Solid wastes are divided into three categories namely A, B & C as follows:

(1) Type A includes "garbage", "rubbish" and "animals and fowl", as defined in Article 2, Section 1 of Ordinance No. 10-72 attached hereto as Exhibit "D".

(2) Type B includes "demolition wastes", "construction wastes" and "bulky wastes".

(3) Type C includes "excepted materials".

Operation procedure for this Agreement for Type A material is governed by the operation standards set forth in the STATE SANITARY CODE, part 38, a regulation governing solid waste disposal as adopted on December 19, 1968 by the Delaware State Board of Health, attached hereto as Exhibit "A" and by the basic standards described in "Sanitary Landfill Facts", published by the U. S. Department of Health, Education and Welfare, Public Health Service, 1968 SW-4ts, attached hereto as Exhibit "B". Operation procedure for Type B material is the same as described above excepting that material need only be covered at least once each week or more frequently if needed to prevent scattering of loose material by wind. Type C material must be deposited where designated in an orderly arrangement to facilitate moving for reuse.

2. SITE:

a. Title: The County warrants that it holds either fee simple title or a valid lease for the operation of the subject Solid Waste Disposal Site in Sussex County, State of Delaware.

(c) New sites. Solid waste disposal sites which commence operations after the date on which this Regulation is adopted shall comply with the provisions of this Regulation at all times. 1
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(d) Completed landfills. Any person owning or controlling the re-use of any partially completed or fully completed landfill shall be required to comply with Section 38.43 of this Regulation. 4
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38.05 Enforcement. 7

(a) Evaluation. The State Board of Health shall require reports, interviews, and/or whatever other measures are necessary to secure adequate information for the evaluation of solid waste disposal systems in Delaware. State Board of Health personnel who are responsible for evaluation of solid waste disposal systems may enter, at reasonable times, upon private or public property for the purpose of investigating conditions relating to solid waste disposal to insure that the objectives of this Regulation are fulfilled. 8
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(b) Violation. State Board of Health approval of any solid waste disposal system, and any permit issued which was contingent upon such approval, may be revoked for violation of any requirement of this Regulation. Persons responsible for violations may be subjected to penalties provided in 16 Del. C. § 113 and/or § 317. Violations on separate days shall be considered separate and distinct offenses when the persons responsible have been so notified by the Board of Health. If no person responsible for a nuisance, health hazard or safety hazard created by the disposal of solid waste can be found, or if the person violating this Regulation has neglected or refused to act with sufficient promptness or efficiency, the Executive Secretary of the State Board of Health may initiate actions in accordance with 16 Del. C. § 124 b or § 127 b. 15
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SECTION 38.1 DEFINITIONS

38.101 <u>Agricultural Solid Wastes.</u> Principally the manures and crop residues from various agricultural pursuits, including but not limited to dairying and the raising of livestock and poultry.	1 2 3
38.102 <u>Ashes.</u> The solid residue produced when wood, coal, coke, wastes and other combustible materials are burned in heating, cooking, or reduction, and in the generation of power. Incompletely burned garbage is excluded from this category of solid wastes.	4 5 6 7
38.103 <u>Bulky Solid Wastes.</u> Large items of refuse such as appliances, automobiles, furniture, large auto parts, trees and branches, stumps, flottage, etc. which require collection in other than conventional municipal compactor refuse collection vehicles.	8 9 10 11
38.104 <u>Cell.</u> A contiguous deposit of compacted refuse covered with compacted soil.	12 13
38.105 <u>Construction and Demolition Solid Waste.</u> Waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on structures.	14 15 16
38.106 <u>Facility.</u> A disposal site and the operation thereof including, but not limited to: personnel, equipment, and buildings.	17 18
38.107 <u>Garbage.</u> Solid waste resulting from the preparation, cooking, and serving of foods; commercial market wastes; wastes from the handling, storage, and sale of produce. Garbage consists largely of highly putrescible organic matter of animal or vegetable origin - and its natural moisture. Food processing solid wastes and sewage treatment residues are excluded from this category of solid wastes.	19 20 21 22 23 24
38.108 <u>Hazardous Solid Wastes.</u> Those wastes which by reason of their pathological, explosive, flammable, radioactive, chemical or toxic nature require handling methods which are different than those used for other refuse.	25 26 27
38.109 <u>Industrial Solid Wastes.</u> Solid wastes resulting from industrial processes and manufacturing operations, including but not limited to: food processing wastes, wood scraps, metal scraps, shavings, cartons, chemicals, cinders, and liquid process wastes.	28 29 30 31
38.110 <u>Lift.</u> A layer of refuse cells which raise the ground elevation to an approximately common level.	32 33
38.111 <u>Person.</u> Any governmental agency, individual, firm, association, organization, partnership, business, trust, corporation, company, contractor, supplier, installer, user or owner or any officer or employee thereof.	34 35 36

38.112 <u>Rubbish/Trash.</u> The terms "rubbish" and "trash" mean a mixture of	1
combustible and non-combustible wastes from solid waste sources which are	2
not highly putrescible and which are non-hazardous. Food containers, which	3
when discarded, have particles of putrescible organic matter clinging to	4
them, are included with this category of solid wastes.	5
38.113 <u>Sewage Treatment Solid Wastes/Residue.</u> Coarse screenings, grit,	6
scum, and sludge from sewage treatment plants, and pumpings from cesspools,	7
septic tanks, or grease traps.	8
38.114 <u>Solid Waste/Refuse.</u> The terms "solid waste" and "refuse" include	9
in their meaning: garbage, rubbish, ashes, street refuse, dead animals,	10
offal, abandoned vehicles, industrial process residues, sewage treatment	11
residues, litter, and all other discarded, unwanted or useless solid	12
materials from solid waste sources. Solid waste sources include industrial,	13
institutional, commercial, and agricultural operations; residential,	14
community, family, and personal activities.	15
38.115 <u>Street Refuse.</u> Material picked up by manual and mechanical sweeping	16
of streets and sidewalks. Catch basin refuse is included in this category	17
of solid wastes.	18

SECTION 38.2 DEFINITION AND SCOPE OF RESPONSIBILITIES

- 38.21 Municipalities and Counties. Municipal governments shall be responsible to provide, through public or private enterprise, solid waste disposal facilities which are of adequate capacity to handle all solid waste, except industrial and agricultural solid waste, which is generated within the limits of their political jurisdiction. County governments shall be similarly responsible for solid waste generated within their political jurisdiction but outside of any municipal political jurisdiction. County governments may assume the responsibility for disposal of solid waste generated within a municipal political jurisdiction upon written request from the responsible municipal officials. The responsible governmental agency shall publicly designate solid waste disposal facilities and correlate them to the areas which they are to serve. (Nothing in Part 38.21 of this Regulation shall be interpreted as limiting the free flow of solid wastes across municipal, county or state boundaries when adequate solid waste systems can be established on any regional basis.)
- 38.22 State Agencies. The disposal of solid waste generated incident to the operations of any State agency shall be the responsibility of that agency. The responsible agency shall utilize existent county or municipal solid waste disposal facilities in the area of the agency operation or shall provide facilities operated in accordance with this Regulation.
- 38.23 Private Enterprise. Nothing in this Regulation shall be construed as prohibiting private enterprise from operating and maintaining solid waste facilities. However, the operation of such facilities shall be in conformance with the requirements of this Regulation.
- 38.24 State Board of Health. The State Board of Health may determine the geographical limits within which the disposal of solid waste shall be permitted, and shall determine the methods of operation which are to be permitted in the disposal of solid waste. The State Board of Health shall establish environmental and operating standards for these methods, and may require owners or operators of solid waste facilities to file a performance bond to insure compliance with these standards.
- 38.25 General Responsibility. At such time as approved solid waste disposal facilities are established in an area of governmental jurisdiction, it shall be the responsibility of all persons within this area to utilize these facilities or to provide alternative facilities which are operated in a manner consistent with the objectives of this Regulation.

SECTION 38.3 FACILITY APPROVAL

38.31. Preliminary Evaluation. The State Board of Health should be contacted prior to the expenditure of any significant amount of funds for investigation and design of any proposed landfill. State Board of Health personnel will, at such time, evaluate the area of proposed landfill in terms of generalized public health criteria.

38.32 Application for Approval. A written request for approval of any solid waste disposal facility shall be submitted to the State Board of Health, Bureau of Environmental Health, Division of Solid Waste, Dover, Delaware 19901, when the proposed landfill has been thoroughly studied and designed in accordance with this Regulation. The following supporting information and plans shall be made a part of each request for such approval:

(a) Name and address of site; name, address, and telephone number of the owner of the property, the design engineer, the person responsible for the facility, and the operator of the facility.

(b) Service area definition (political jurisdictions and unincorporated areas to be served by the site.)

1. Estimated refuse quantities, by category, to be disposed at the site per year for each year of the design period -including design populations for the service area.

2. Estimated weight and volume per capita per day parameters utilized, ratio of maximum to average waste amounts per day (include bases for these parameters).

3. Waste categories to be excluded from the facility.

4. Hazardous wastes which will be accepted for disposal at the site.

(c) Acreage and usable disposal volume at the site.

(d) Method of operation (trench, ramp, area).

1. Identification of refuse handling equipment to be utilized including type and size of each piece.

2. Number of employees at the site and job descriptions.

3. Hours and days of operation.

4. Estimated annual operating cost including supervision and equipment maintenance.

(c) Operating parameters and information.	1
1. Estimated degree of compaction to be achieved and identification of compaction equipment.	2 3
2. Characteristics of soil to be utilized for covering refuse.	4
3. Amounts of suitable cover material at the site. Amounts of suitable cover which shall be hauled to the site.	5 6
(d) Geological report. A report on exploratory investigations, including a series of soil borings, taken to at least the depth of the ground water table and sufficient in number to give a valid indication of the underlying conditions.	7 8 9 10
(e) General plans. (Two copies to be submitted.) Topographic maps at a scale of 200, or less, feet to one inch. Existing contours and proposed completed fill contours shall be shown at five foot intervals or less. These maps shall serve as a general plan of the landfill and shall show:	11 12 13
(1) proposed fill and borrow areas	14
(2) planned progression of operations;	15
(3) special fill areas for hazardous, bulky or other wastes,	16
(4) access roads;	17
(5) location of buildings on the site;	17
(6) location of core test holes;	18
(7) existing surface waters on or in the proximity of the site.	18
(f) Location map. A location map showing:	19
(1) the general area of the waste disposal facility;	20
(2) water supply wells and residences within a one-mile radius of the property line of the facility;	21
(3) zoning restrictions which have been placed on the facility and its environs; and	22
(4) access roads to the site.	23
(g) Cross-section. At least one cross-section through the site showing the estimated high ground water table, two foot buffer zone, and depth of refuse deposits.	24 25 26
(h) Contingency plans.	27
1. A description of changes in operations or operating areas which may be necessitated by inclement weather.	28 29
2. Identification of fire control resources which may be utilized.	30
(i) Completed use planned for the landfill area and maintenance which will be accomplished after completion of the fill.	31 32
(j) Written statement, signed by the operating agency's official representative, that the facility will be operated in accordance with this Regulation.	33 34 35
(k) Copy of any proposed contract when the operator of a solid waste disposal facility is a private contractor fulfilling the responsibilities of any person.	36 37 38

SECTION 35.4 SANITARY LANDFILL STANDARDS

38.41 General. Sanitary landfill requires planning and design by a registered professional engineer. Planning and design of the waste disposal facility shall be based on empirically derived data and state of the art technology. Sanitary landfills shall be operated so as to create an aesthetically desirable environment and to preclude nuisances, health hazards, or potential health hazards. An objective land use for the completed disposal site shall be specified and operations adjusted accordingly.

38.42 Public Health Requirements. Accident hazards, and potential for water pollution shall be minimized at sanitary landfill sites. The operation of a sanitary landfill shall be such that no insect and rodent breeding, odor problem, dust problem, or fires shall be permitted to occur. Hazardous wastes shall be afforded separate and immediate disposal. The site shall be maintained in such condition as to conceal all evidence of solid waste disposal except for that refuse which is being processed. All solid waste at the site shall be covered when daily operations are terminated. Employees at the site shall have a knowledge of the types of accidents and diseases which are prevalent among sanitation workers. An emergency plan for handling accident victims shall be established. Access to the site shall be limited to landfill employees and persons authorized access by the management authority for the site. Potential nuisances and health hazards associated with completed fills shall be controlled.

(a) Landfill Design and Management.

1. Provision shall be made for weighing and estimating the volume of solid waste handled. The weight and volume figures obtained shall be related to the various categories of solid waste to the greatest extent possible. The weight measurement requirements may be met by conducting sample weighings two times per year. One sample shall be taken in the summer months and the other in winter months. The periods of sampling shall be of at least one week, each, in duration.

2. Access roads to the point of waste discharge shall be designed and constructed so that traffic will flow smoothly and will not be interrupted by ordinary inclement weather. Access to the site by unauthorized persons shall be limited by suitable fencing.

3. Adequate numbers and type of equipment shall be available at the site to insure operation of the landfill in accordance with good engineering practice and with these standards. Substitute equipment shall be obtained when maintenance or breakdown renders normal operating equipment inoperative for 24 hours. Refuse moving equipment shall be washed down each day that it is utilized when the temperature is above freezing.

4. Sufficient numbers and types of personnel shall be available at the site to insure capability for operation in accordance with these standards. Competent supervision of these personnel shall be provided on a systematic basis.	1 2 3 4
5. Unloading of refuse shall be continuously supervised in accordance with the landfill design and planned progress of the site. Unloading of refuse and access to the site shall be limited to those times when the supervisor is on duty.	5 6 7 8
6. Telephone or radio communications, suitable shelter, and sanitary facilities shall be provided for personnel at the site.	9 10
(b) Operational Requirements.	11
1. Ground and surface water protection. To insure that no contact between refuse deposits and the ground water table occurs, at least two feet of separation between refuse deposits and the estimated high ground water table level shall be maintained. Surface water streams shall be kept a safe distance from the refuse fill, preferably over one thousand (1,000) feet. Operations shall be planned so that rain water is drained off the fill at all times. Standing water shall not be allowed on the fill at any time. The completed fill shall have a minimum slope of 1% to facilitate surface drainage and a maximum slope that precludes erosion.	12 13 14 15 16 17 18 19 20
2. Compaction. Refuse shall be spread and compacted in shallow layers not exceeding a depth of two feet of compacted material. Every effort shall be made to insure the highest degree of compaction of the refuse. Individual refuse cells in sanitary landfills shall be no greater than eight feet in depth.	21 22 23 24 25
3. Frequency and depth of cover. A layer of suitable cover material shall be placed over all refuse as soon as possible after deposit and, at least, by the end of each working day. This layer shall be of such depth that when compacted it produces a cover layer of at least six (6) inches in depth. Final cover of suitable material - compacted to a minimum thickness of two feet - shall be placed over all completed areas or cells by the end of the working day on which the area or cell was completed. Daily and final depth of cover requirements may be increased when suitable cover material is not being utilized. Three feet of clearance shall be maintained between trenches when the trench method is used. Operations shall be planned so that the minimum possible amount of refuse material is exposed at any one time. Spraying exposed refuse with insecticides and/or deodorizers may be required when cover is not accomplished immediately.	26 27 28 29 30 31 32 33 34 35 36 37 38
4. Cover material. The soil used as cover material shall be of such character that it can be compacted to provide a tight seal, does not crack excessively when dry, and is relatively free of putrescible materials and large objects.	39 40 41 42

5. Salvage. Salvage operations shall be so organized that they will not interfere with the proper disposal of any solid waste. No salvage operation shall be allowed which creates unsightliness, nuisances, health hazards, or potential health or safety hazards.

6. Scavenging and/or animal feeding. Scavenging and/or animal feeding on the site shall not be permitted.

7. Completed sections. The entire surface of completed sections of the landfill shall be inspected on a regular basis following placement of the final, two foot, soil cover. All cracked, eroded, and uneven areas shall be promptly repaired.

8. Bulky wastes. Adequate provision shall be made for the handling and compaction of bulky solid wastes when such wastes are not excluded from the site. Special compaction equipment may be required to insure that bulky wastes can be incorporated into the fill.

9. Odorous solid waste. Odorous solid wastes shall not be disposed of within 300 feet of any residence.

10. Special solid waste. Hazardous wastes, industrial wastes, and sewage treatment residues shall not be deposited at any landfill without first submitting a plan for such disposal to the Board of Health and obtaining approval of this plan from the Board of Health.

(c) Completion of landfill.

1. When the responsible persons decide to close out disposal operations at a particular site, they shall so notify the State Board of Health. An inspection of the entire site shall be made by a representative of the State Board of Health before the earth moving equipment is moved from the site. The Board of Health shall inform the responsible officials of any necessary corrective work at the site. This corrective work shall be accomplished before the landfill project is accepted as completed. An insect and/or rodent poisoning program may be required as part of this work.

2. Prior to closing of the landfill, arrangements shall be made which insure that all cracked, eroded, and uneven areas in the final cover, which occur during the year following completion of the fill, will be repaired. These arrangements shall require prior approval by the Board of Health.

38.43 Re-use of Completed Landfills. The re-use of any land solid waste disposal site shall be restricted and controlled by the State Board of Health. Any development of such sites shall require prior approval by the State Board of Health.

35.44 <u>Required Operating Reports and Records.</u>	1
(c) <u>Records.</u> Records of the estimated cubic yardage of solid waste accepted at the landfill shall be maintained. In addition, records of the location and date completed for each refuse lift or trench shall be maintained. Separate records of the same type shall be kept for hazardous wastes.	2 3 4 5 6
(b) <u>Reports.</u> The person responsible for the sanitary landfill shall submit quarterly reports to the State Board of Health, Division of Solid Wastes. These reports shall include the following information:	7 8 9
1. Routinely collected data on quantities of waste (weights and volumes) for each type of waste that requires separate disposal.	10 11
2. The total operating cost for each month of the sanitary landfill.	12 13
3. Any changes from the original plans, specifications and reports submitted.	14 15
4. Volume of landfill used during the quarter.	16
5. Identification of lifts or trenches completed and date of completion.	17 18
6. During the year following final cover (completion) of areas of the landfill, the report shall include a description of the repairs which were carried out - including location and extent.	19 20 21

AR200112

AN ORDINANCE TO REGULATE THE COLLECTION, TRANSPORTATION AND DISPOSAL
OF SOLID WASTES AND ESTABLISH CERTAIN FEES THEREFORE.

Article I Purpose

- Section 1. The purpose of the Ordinance is to:
- 1.1 Define various types of solid wastes.
 - 1.2 Define various types of solid waste-haulers and originators.
 - 1.3 Prohibit disposal of solid wastes in unauthorized locations.
 - 1.4 Establish fees for public collectors licenses.
 - 1.5 Establish standards for equipment used to store and transport solid wastes by public collectors.
 - 1.6 Establish fees for use of solid waste disposal facilities operated by or for Sussex County Council.
 - 1.7 Establish restrictions to conserve solid waste disposal facilities.
 - 1.8 Establish penalties for violations of the provisions of this Ordinance.

Article II Definitions

- Section 1. For the purpose of this Ordinance, various types of solid wastes shall be defined as follows:
- 1.1 "Garbage" means and includes all table, kitchen, restaurant, food processing or selling waste of any animal or vegetable nature, swill, vegetables, fruits, meats, fish, bones, fat, all solid putrescible matter, animal and vegetable which may result from the preparation of meat, fish, fowl and vegetables of any character or which may be caused by the decay of food stuffs or by handling, storing or dealing in the same. Garbage shall also include paper, plastic or other products which have become wetted or saturated with any of the above items as a result of wrapping, storing or serving food stuffs.
 - 1.2 "Rubbish" shall mean and include waste materials from homes, commercial, industrial, recreational or educational establishments or other sources which may be both combustible and non-combustible but are not highly putrescible or hazardous. Rubbish includes paper, rags, cans, bottles, plastic, leaves, grass and plant trimmings.
 - 1.3 "Demolition Wastes" shall mean and include the structural, interior and exterior covering materials of any building which is being partly or totally demolished and shall include wiring, plumbing materials, gutters, down spouts, but exclude loose paper, rubbish, and other contents described in sub-sections 1.1 and 1.2. Demolition waste shall also include trees, stumps, limbs and branches resulting from trimming or removal of trees.

- 1.4 "Construction Wastes" shall mean and include the waste portion of materials used in the construction, alterations or additions to buildings but exclude paper, cardboard and other material described in sub-section 1.2.
- 1.5 "Bulky Wastes" shall mean and include waste materials as refrigerators, washers, dryers, stoves, water tanks, tree branches, limbs, stumps, tires and other similar materials but exclude materials described in sub-section 1.1 and 1.2.
- 1.6 "Animals and Fowl" shall mean and include dead dogs, cats, wild and domestic birds, poultry and livestock in their natural form but exclude the aforementioned which have been processed in any manner so as to be included in sub-section 1.1.
- 1.7 "Hazardous Wastes" shall mean and include any highly inflammable, poisonous, odorous or offensive tasting material which would present a fire or chemical hazard or pollute the air or ground water. (Such as gasoline, arsenic, phenol, etc.)
- 1.8 "Unacceptable Wastes" shall mean and include materials which in their present form are a nuisance or hazard to the disposal operation and can be made a lesser nuisance or hazard or are partly or entirely salvagable when dismantled, contained, reduced in size and/or separated. (Such as car seats, car bodies, L.P. gas tanks, etc.)
- 1.9 "Excepted Materials" shall mean and include materials consisting entirely of topsoil, clean earth (sand, clay, rock gravel, broken masonry and concrete which may be useful in the disposal operation.

Section 2

For the purpose of the Ordinance, the following definitions shall apply to those persons, firms or corporations who originate, collect, transport and dispose of solid wastes.

- 2.1 "Waste Originator" means and shall include any person, firm or corporation who acquires any material which through his use or possession becomes unwanted or unworthy of salvage due to its' condition, quantity and/or location.
- 2.2 "Public Collector" means and shall include any person, firm or corporation engaged in the business of collection and transportation for disposal of solid wastes for a fee or consideration from two or more dwellings, apartments or establishments. The following shall not be included as a Public Collector.
- 2.2.1 Any person, firm or corporation collecting and transporting for disposal solid wastes from their own dwellings, apartments or establishments.

2.2.2 Any person, firm or corporation collecting waste from one or more industrial or commercial establishments and intended entirely for reprocessing.

2.3 "Private Hauler" means and shall include any person, firm or corporation which collects solid wastes from its own dwelling, recreational, commercial or industrial establishment or operation and transports such wastes for disposal at a facility operated by Sussex County.

Article III Method and location of solid waste storage and disposal.

3.1 It shall be unlawful to dispose of solid wastes by any method or at any location prohibited by applicable regulations of the State of Delaware or Sussex County.

3.2 It shall be unlawful to dispose of solid wastes on any property without the written consent of the owner or person legally responsible for the use of the property.

3.3 It shall be unlawful to store solid wastes for collection or transfer without the effective provisions to prevent odor nuisance to adjacent inhabitants and protection against rodents, animals and insects.

Article IV License fees and Requirements for Public Collectors.

4.1 Annual license fee for Public Collectors operating any vehicle with a capacity of 10 cubic yards or more shall be \$100.00 (one hundred dollars) per year and \$5.00 (five dollars) per year for each vehicle. Annual license fee for Public Collectors operating only vehicles with capacities less than 10 cubic yards shall be \$25.00 (twenty-five dollars) per year and \$5.00 (five dollars) per year for each vehicle. Each detachable body or container used to transport solid wastes for disposal by a public collector shall be licensed at a charge of \$2.00 (two dollars) per year. License period shall be one year beginning July 1 and ending June 30.

4.2.1 Each person, firm or corporation licensed as a Public Collector by Sussex County shall show evidence of and maintain insurance coverages as follows:

4.2.1.1 Vehicle \$10,000/20,000 for personal injury and \$20,000 for property damage.

4.2.1.2 General liability \$10,000/20,000 for property damage.

4.2.2 Applications for license shall include the legal name of the person, firm or corporation to whom the license is to be issued, in the case of a partnership, the names of all partners shall be given and in the case of a corporation, the names of all officers, the State of incorporation and the address of the home office.

Applicants shall also contain: address and phone of the business office, serial number of the State Business License, general area of collection, number of trucks in operation, name of owner of each vehicle (and if other than licensee, a copy of lease agreement), State Motor Vehicle Registration Number, description of chassis (make, year, model), descriptions of body (type and make), legal gross vehicle weight limit, and volume of body (cubic yards).

- 4.2.3 Additional or replacement vehicles and containers licensed during the year will be subject to a fee of \$5.00/vehicle and \$2.00/container.
- 4.2.4 Initial license fees will be pro-rated by quarters or fractions thereof remaining in the license year except for the fees per vehicle and container which are due in their entirety for any fraction of a year.
- 4.2.5 License tags must be displayed on the vehicles and containers for which they are issued while the vehicles and containers are used for the purpose covered by the licenses.

4.3. State and local government agencies owning or leasing vehicles and collecting solid wastes with their own employees are exempt from the Public Collector's annual license fee but will be required to pay the license fees for vehicles and containers.

Article V Requirements for vehicles and equipment used to collect and transport solid wastes.

- 5.1 Vehicles used by Public Collectors which are licensed for the first time prior to July 1, 1972, shall have bodies with solid bottom, side, front and top with solid rear doors or tarpaulin to prevent spillage when traveling excepting vehicles which haul solid wastes in plastic bags or other containers which are secured to prevent spillage.
- 5.2 Vehicles with capacities greater than 10 cubic yards used by Public Collectors which are licensed for the first time July 1, 1972, or after shall have bodies which are totally enclosed to prevent spillage of any contents when traveling, water tight to prevent leakage of any liquid and equipped to unload mechanically excepting small vehicles which haul solid wastes in plastic bags or other containers which are secured to prevent spillage which shall only be required to unload mechanically.
- 5.3 All vehicles hauling solid waste shall have said wastes contained so as to prevent any spillage either solid or liquid while loading or transporting for disposal.

- Article VI Charges for depositing solid wastes in disposal facilities operated by Sussex County.
- 6.1 Charges for depositing solid wastes in disposal facilities operated by or for Sussex County will be as follows:
- 6.1.1 Residents or property owners depositing garbage or rubbish collected from their own residence-----no charge.
- 6.1.2 Private Haulers regularly depositing solid wastes in quantities greater than 1000 pounds per month shall be required to obtain a Private Hauler's permit. The fee for the first fiscal year shall be \$5.00 per year or fraction thereof for the first vehicle and \$2.00 per year for each additional vehicle for Sussex County School Districts and Private Haulers who pay either Sussex County Capitation tax, or directly or indirectly pay Sussex County real estate tax. The fee for all other private haulers regularly depositing solid wastes in quantities greater than 1000 pounds per month for the first fiscal year or portion thereof shall be based on the estimated quantity of wastes originating from each Private Hauler's establishment. The annual charge for permits for subsequent fiscal years ending June 30 each year shall be based on recorded quantities deposited during a period of at least three months prior to the permit application. Permit fees calculated on a volume basis will be charged at the rate of 30 cents per cubic yard.
- 6.1.3 Persons, firms and corporations not regularly depositing solid wastes in quantities greater than 1000 pounds per month but which originate from building demolition, fire damage cleanup, land clearing, tree trimming and removal, etc. shall be required to obtain a special permit. A special permit will be required by a resident or property owner prior to depositing demolition waste from any buildings with a gross floor area of 250 square feet or more. Special permit charge for building demolition waste shall be \$1.00 per 100 square feet gross floor area, payable upon application. Special permits for other materials shall be charged at \$0.30 (thirty cents) per cubic yard with 75% (seventy-five percent) of the estimated quantity payable on application and the balance calculated on actual volume deposited and billed when operation is completed.
- 6.1.4 Public Collectors depositing garbage and rubbish-----no charge.
- 6.2 Method of payment to be established by Sussex County Council.

Article VII

Restrictions and special requirements.

7.1

The following restrictions and requirements are necessary to conserve the capacity of various solid waste disposal facilities for their primary purpose of receiving garbage and rubbish and prevent use by persons, firms or corporations which do not contribute to the cost of operation of said facilities.

7.1.1

A permit must be obtained in advance from the County Engineer's Office to dispose of any building or portion thereof larger than 250 square feet in size. This permit may require disposal at other than the nearest facility because of space available. All buildings or portions of buildings must be reduced to flat sections, be free from garbage and rubbish and small enough to be transported legally without a permit.

7.1.2

A permit must be obtained in advance from the County Engineer's Office to dispose of more than four (4) discarded car, truck or tractor tires.

7.1.3

Trees trimmed or removed for land development, or right-of-way clearing shall have all wood four (4) inches or less in diameter chipped, larger wood cut in lengths not exceeding four (4) feet in length, and all roots trimmed flush with the base of stumps. Trees trimmed or removed by a person doing the work at his own residence need not be reduced to chips but must be cut to the four (4) foot length or shorter.

7.1.4

All refrigerators, freezers, or similar objects shall have the doors removed before disposal at Sussex County operated facilities.

7.1.5

It shall be unlawful to transport solid wastes originating outside Sussex County to solid waste disposal facilities operated by Sussex County without a special permit issued under conditions and rates recommended by the County Engineer and approved by Sussex County Council.

7.2

"Unacceptable Wastes" as defined in paragraph 1.8 may be received at disposal sites operated by Sussex County upon application to the County Engineer but would be subject to special charges recommended by the County Engineer and approved by Sussex County Council.

Article VIII

Penalties.

8.1

Violations of any portion of these regulations shall be deemed a misdemeanor and for each and every violation shall be punishable by a fine not to exceed \$200.00 or a prison sentence not to exceed 30 days or both for the first offense, and \$500.00 and 60 days for every offense thereafter.

SENTRY INSURANCE A MUTUAL COMPANY

STEVENS POINT, WISCONSIN

POWER OF ATTORNEY

NO. 935

KNOW ALL MEN BY THESE PRESENTS:

That the SENTRY INSURANCE A MUTUAL COMPANY, a corporation of the State of Wisconsin, having its principal office in the city of Stevens Point, Wisconsin, pursuant to authority granted by a resolution of its Board of Directors adopted May 7, 1970, which reads as follows:

The President, the Vice President, or the Treasurer of this Corporation shall have authority to appoint in writing such attorney or attorneys as the business of the Corporation may require, and to authorize such attorney or attorneys, and each of them to execute on behalf of the Corporation, contracts, deeds, mortgages, stipulations, contracts of insurance and other undertakings of like character, or to exercise any lesser number of said powers as herein more fully set forth.

"Said appointments shall be attested by the Secretary or an Assistant Secretary of this Corporation under its seal. The signature of the Secretary or any Assistant Secretary to certified copies of such powers of attorney may be original or facsimile, and when the corporate seal is affixed thereto, any third party may rely on said certified copies of powers of attorney to the art and effect of this Corporation. The President, the Vice President, or Treasurer may revoke any appointment made pursuant hereto, and revoke any and all authority conferred by any such appointment."

does hereby nominate, constitute and appoint

John D. Filice or Ralph Infante of New York, New York

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed.

Any and all Bonds or Undertakings without limitation.

IN WITNESS WHEREOF, SENTRY INSURANCE A MUTUAL COMPANY of Stevens Point, Wisconsin, has caused these presents to be signed by its proper officer, and its corporate seal to be hereunto affixed this 15th day of November 1972



SENTRY INSURANCE A MUTUAL COMPANY

D. M. Colby
Vice President

Robert P. Hamm
Secretary

STATE OF WISCONSIN, COUNTY OF PORTAGE - ss

On this 15th day of November A.D., 1972, personally came before me Donald M. Colby and Robert P. Hamm, to me known to be the individuals and officers of the SENTRY INSURANCE A MUTUAL COMPANY of Stevens Point, Wisconsin, who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid and the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Lawrence R. Przybylski
Notary Public
Commission Expires
Oct. 26, 1975

CERTIFICATE

I, the undersigned, secretary of the SENTRY INSURANCE A MUTUAL COMPANY of Stevens Point, Wisconsin, a Wisconsin corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore that the provisions of the By-Laws of the company and the Resolutions of the board of directors set forth in the Power of Attorney, are still in force.

Signed and sealed at the City of STEVENS POINT this 15th day of November, 1972.

(SEAL)

Robert P. Hamm
Secretary

INDIVIDUAL

STATE OF _____ COUNTY OF _____ } ss. _____, before me personally comes
On this _____ day of _____, in the year 19____, to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledged to me
that _____ he _____ executed the same

(Signature and title of official taking acknowledgment)

PARTNERSHIP

STATE OF _____ COUNTY OF _____ } ss. _____, before me personally comes
On this _____ day of _____, in the year 19____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he
executed the same as and for the act and deed of the said co-partnership.

(Signature and title of official taking acknowledgment)

CORPORATE

STATE OF Virginia COUNTY OF Bedford } ss. _____, before me personally comes
On this 23rd day of March, in the year 1993, to me known, who, being by me fully sworn, deposes and says that he resides in the City of Richmond, of the Business Services Center Co. of the Business Services Center Co. that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order

James C. Walters, Notary
(Signature and title of official taking acknowledgment)

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions; or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the

contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 21st day of March 19 73

HUDSON TRANSFER & CONSTRUCTION CO., INC.

(Principal)

(Seal)

(Witness)

(Title)

SEBASTIAN INSURANCE SURETY COMPANY

(Seal)

(Witness)

JOHN D. FILICE

(Title) Attorney-in-Fact

Surety Bond #85-12335-03

AR200121

SENTRY INSURANCE A MUTUAL COMPANY

STEVENS POINT, WISCONSIN

POWER OF ATTORNEY

1972 1098

KNOW ALL MEN BY THESE PRESENTS:

That SENTRY INSURANCE A MUTUAL COMPANY, a corporation of the State of Wisconsin, having its principal office in the City of Stevens Point, Wisconsin, pursuant to authority granted by a resolution of its Board of Directors dated May 7, 1972, do hereby certify as follows:

The President, the Vice President, or the Treasurer of this Corporation shall have authority to appoint in writing such attorney-in-fact as a business of the Corporation may require, and to execute such attorney-in-fact powers, each of them to execute and handle of that or any other business, and to execute any and all powers, trusts, and other undertakings of any character, or to execute any lesser number of said powers as hereinafter set forth.

Said appointments shall be attested by the Secretary or an Assistant Secretary of this Corporation under its seal. The signature of the Secretary or an Assistant Secretary in certified copies of such power of attorney, may be original or its duplicate, and when the corporate seal is affixed thereto, any third party may rely on said certified copies of powers of attorney as the act and deed of this Corporation. The President, the Vice President, or Treasurer may revoke any appointment made pursuant hereto, and revoke any and all authority conferred by any such appointment.

has hereby nominated, constituted and appointed

John C. Filice or Ralph Infante of New York, New York

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed.

Any and all Bonds or Undertakings without limitation.

IN WITNESS WHEREOF, SENTRY INSURANCE A MUTUAL COMPANY of Stevens Point, Wisconsin, has caused these presents to be signed by its proper officer, and its corporate seal to be hereunto affixed this 15th day of November, 1972.



SENTRY INSURANCE A MUTUAL COMPANY

D. M. Coffey
Vice President

Robert P. Haman
Secretary

STATE OF WISCONSIN, COUNTY OF PORTAGE ss

On this 15th day of November, A.D. 1972, personally came before me Donald M. Coffey and Robert P. Haman, to me known to be the individuals and officers of the SENTRY INSURANCE A MUTUAL COMPANY of Stevens Point, Wisconsin, who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid and the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Lorraine R. Puzgalski
Notary Public
Commission Expires
Oct. 26, 1975

CERTIFICATE

I, the undersigned, Secretary of the SENTRY INSURANCE A MUTUAL COMPANY of Stevens Point, Wisconsin, a Wisconsin corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore that the provisions of the By-Laws of the company and the Resolutions of the Board of Directors set forth in the Power of Attorney, are still in force.

Signed and sealed at the City of STEVENS POINT this 21st day of March, 1973

SEAL)

Robert P. Haman
Secretary

1-2176 820410-72

AR200122

2/5/73

Exhibit "E"

Solid Wastes - Quantities & No. of Vehicles

Landfill # 5

Month	Type "A" Cu. yds.	Type "B" Cu. yds.	Type "C" Cu. yds.	Total Cu. yds.	Veh. No.
1-72	635.8	25.9	41.1	2070.5	1078
2-72	397.0	10.5	4.8	2079.4	875
3-72	505.0	32.6	8.6	1564.0	1329
4-72	617.6	71.5	12.9	2708.7	1443
5-72	683.4	67.5	7.9	2795.7	1359
6-72	719.3	101.9	8.8	3806.1	1656
7-72	749.0	55.5	8.1	4110.6	1678
8-72	743.5	112.0	2.0	4527.6	1748
9-72	601.4	43.5	22.4	4081.2	1546
10-72	667.1	36.9	0.	3470.9	1427
11-72	604.3	38.7	0.	4508.2	1521
12-72	664.9	32.4	2.2	4622.9	1781
Total	7588.3	628.9	118.8	40,345.8	17,441

AR200123

you are charging the resident and then if it is trash you are going to pick up in town you are going to charge for that, but what he is being charged for if he is in a collection area is the collection not for some place to put it.

MR. HENRY: There is one other thing I would like to include in the record of this hearing, I sent a copy of this proposed ordinance to the Division of Environmental Control and I received a reply from John C. Bryson, Director. In essence he does recommend that one very important item that should be included as part of Article VII, Restrictions and Special Requirements; he said we feel that hazardous waste should be specifically mentioned as being excluded from deposit in these facilities; and he recommends another section be added to that. I checked the proposed ordinance and that is a motion on my part, we define hazardous wastes but there is another section needed there to state it is excluded.

MR. TIMMONS: I am sure you all realize that this is not something that this Council has come up with, every county, I imagine, in the United States has the same problem and what we want to do should be in an equitable manner so that it suits most people, and this is not something that we have dreamed up, this is already in operation in the other two counties and a lot of adjacent counties. I am sure the Council will make some adjust

ments in this and may eliminate it entirely, I don't know.

MR. DAYTON: I just want to comment; Mr. Chandler was saying what it was for the cost of the operation of the landfill and the landfill is for all the people, and I think that the real estate tax is the most fair way. Why impose this on the hauler even though it may be a municipality because the people in our town don't have to take our garbage service, they can haul it out themselves. So if you let the people take that free load out there, which is what you are doing under this ordinance, you are really not making a fair tax because everybody wouldn't be paying for the landfill under this ordinance.

I think you have seen the show of hands in here that people are willing and able to pay the real estate tax and I think this is the way you should pay for it.

MR. LEE: Any other comments?

Ladies and gentlemen, this is what the Council wanted to hear. The Council now has to sit down and make some decisions.

We thank you for attending, we thank you for your comments, I am sure we got some different slants on the thinking for the Council.

Thank you.

MR. TIMMONS: I would like to say, too, that most

people in here have stated that they would rather see a property tax. I am sure, I know Mr. Gordy is aware of this fact, and Raymond, having been in this business, we could hold another public hearing tomorrow and have the exact reverse of this.

So we will take your suggestions into consideration and come up with something, an alternate, then if you are not satisfied we still want to hear it.

MR. CHANDLER: One comment that does need mentioning while Bill Gordy is here, as a member of the Legislature, that is under State laws the tax rate now could be raised to \$.50, total. We are talking about \$.15 it would take to underwrite it, so it would require not the Legislature...

MR. TOWNSEND: Not with the reassessment.

MR. CHANDLER: That is three years away and during that time we spend \$240,000 a year.

MR. KONOWITZ: I am Herb Konowitz from the Milford Stitching Company in Milford.

I am wondering if there is a possibility of presenting this to the general public in a referendum rather than just to the people in this room.

MR. LEE: We have no provisions for referendums in the State of Delaware. Maybe it would be a good thing but it take a special act of the Legislature.

MR. CHANDLER: That would be an expensive proposition too.

MR. KONOWITZ: I think there ought to be some way of getting this across to the public.

MR. LEE: Well, I think that is one of the considerations the Council is going to have to make, how do they get this back so you do something, as Mr. Timmons said, anybody who is involved with the problem, you sit in here with people who are interested and they come up with a solution, and you say, boy, have I made everybody happy? So you never know what happens when you have these meetings.

MR. KONOWITZ: Do you think it would be advisable to have additional hearings?

MR. LEE: This is something they have got to consider after reviewing this matter.

MR. TIMMONS: I was just getting ready to refer to that. If we took every suggestion in here today and adopt this, I can see tomorrow morning on the hot line and having every son of a gun in Sussex County saying they are a dumb bunch or jerks up there. So this is something that we have got to live by, and we have delayed this purposely in order to try to come up with something that we can adopt. We could have hurried into this, we have had all sorts of proposals, business licenses, capitation

tax and all this sort of thing and we still have not come up with a solution that we think best.

MR. KONOWITZ: You were commenting about DuPont, I have no connection with it at all but just think of the amount of money that the people get paid for working down there, what is going back into the establishment, in this particular county, how much the people are paying for food and clothes and all of this stuff and it is something to consider even though they plan on dumping a lot of stuff.

MR. TIMMONS: Thank you for your comments and the other comments.

Now, I think this Council adopted a policy that the case of DuPont or any other manufacturing plant where it costs this County extra money to operate the landfills, the company must pick it up. Now, we are talking about Mr. Callaway; anything that he has to charge extra for covering, anything that Mr. Callaway charges would be charged back to the DuPont Company. This has been the policy of this Council to date. If you had a business and it costs us extra money to the contractor other than what we contract to operate the landfill, then you must pick up that extra cost.

MR. TOWNSEND: You would have to go to the same thing with Cannon, King Cole, they haul potatoes clear to North

Carolina, from North Carolina. Not Cannon but King Cole.

MR. TIMMONS: I think this is something when we renew the contract, when we renewed the contract with Mr. Callaway this was included in the contract but I think this is something that might have to be included, extra. There are problems.

MR. LEE: Any other comments?

Thank you very much for coming.

(Hearing concluded.)

- M -

10 1

A G R E E M E N T

This Agreement made and entered into this ^{9th} day of ~~February~~ ^{March}, 1971, by and between the Sussex County Council, a political subdivision of the State of Delaware, hereinafter referred to as the County, party of the first part, and Sussex Sand and Gravel, Inc., a Corporation organized under the Laws of the State of Delaware, having its principal place of business at Milton, Delaware, hereinafter referred to as the Contractor, party of the second part.

W I T N E S S E T H

WHEREAS, the Contractor entered into an Agreement with the County to operate the County Sanitary Landfill operation at Landfill site No. 5, near Laurel, Delaware for a term of one year commencing on April 1, 1970 and ending April 1, 1971; and

WHEREAS, the County desires that the Contractor continue said operation and desires to renew, with certain exceptions, the Contract between the County and the Contractor executed for the 1970-1971 term as aforesaid,

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the County and the Contractor hereby agree as follows:

1. The term of this subsequent Agreement shall commence April 2, 1971 and end April 1, 1972 in accordance with Paragraph No. 1 of the original Contract between these parties;

2. The Contract sum of the 1970-1971 Agreement between the County and the Contractor is modified in that the County will pay to the Contractor an annual consideration of \$30,200.40.

LAW OFFICES OF
JAMES C. SABO
GEORGETOWN, DEL.

AR200130

3. A new provision is hereby added to the Contract provisions of the 1970-1971 Agreement whereby the following schedule of operating hours is hereby added:

8:00 A.M. - 5:00 P.M.
4th Sunday of April - 4th Sunday of
October

8:00 A.M. - 4:00 P.M.
4th Sunday of October - 3rd Sunday
of December

8:00 A.M. - 3:00 P.M.
3rd Sunday of December - 2nd Sunday
of February

8:00 A.M. - 4:00 P.M.
2nd Sunday of February - 4th Sunday
of April

4. Each and every other term and condition of the 1970-1971 Agreement between the County and the Contractor is hereby renewed, reaffirmed, and by this reference, incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement, the day and year first above written.

SUSSEX COUNTY COUNCIL

Richard H. [Signature]
President

Wm. B. Chandler Jr.
Member

SUSSEX SAND AND GRAVEL, INC.

By: Olinus L. [Signature]

Attest: [Signature]

LAW OFFICES OF
JAMES C. SABO
SEGETOWN, DEL.

AR200131

CONTRACTORS

- 1) Sussex Sand and Gravel, Inc.
U.S. Route 113
Millboro, DE 19966
(also - Hitchens Brothers, Inc.
T/A Cementary Road
Selbyville, DE 19973

- 2) Hudson Transfer Company
P.O. Box 187
Milton, DE 19968

AR200132

APPENDIX C
DOCUMENTATION ON HISTORICAL OPERATIONS
AT THE LANDFILL

AR200133

THIS IS TO CERTIFY THAT THE COMPANY INDICATED BY AN "X" HAS ISSUED THE POLICY OR POLICIES LISTED. THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY SUCH POLICY OR POLICIES.

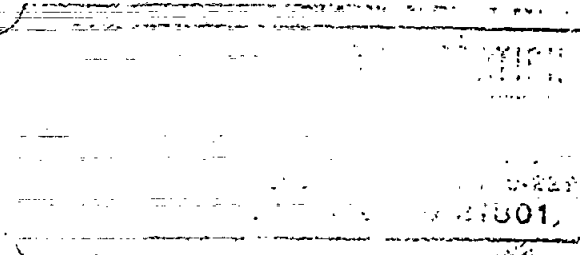
NAME AND ADDRESS OF INSURED:

NORTHWESTERN NATIONAL INSURANCE GROUP
Home Office: 731 N. Jackson Street
Milwaukee, Wisconsin 53202

Douglas C. Hudson and/or Hudson Transfer
Construction Co., Inc., New Market Village,
Inc., RD # 1, Box 187
Milton, Delaware

ISSUED AT REQUEST OF:

William C. Henry
County Engineer
Sussex County Council
Georgetown, Delaware



TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY		
WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY	BCP 901416	5/16/72 to 5/16/75	STATUTORY WORKMEN'S COMPENSATION		
			\$ 100,000	EMPLOYERS' LIABILITY	
MANUFACTURER'S OR CONTRACTOR'S BODILY INJURY LIABILITY			EACH PERSON	EACH OCCURRENCE	
			\$	\$	
MANUFACTURER'S OR CONTRACTOR'S PROPERTY DAMAGE LIABILITY			EACH OCCURRENCE	AGGREGATE	
			\$	\$	
OWNER'S OR CONTRACTOR'S PROTECTIVE BODILY INJURY LIABILITY			EACH PERSON	EACH OCCURRENCE	
			\$	\$	
OWNER'S OR CONTRACTOR'S PROTECTIVE PROPERTY DAMAGE LIABILITY			EACH OCCURRENCE	AGGREGATE	
			\$	\$	
AUTOMOBILE BODILY INJURY LIABILITY			EACH PERSON	EACH OCCURRENCE	
			\$	\$	
AUTOMOBILE PROPERTY DAMAGE LIABILITY			EACH OCCURRENCE		
			\$		
COMPREHENSIVE GENERAL LIABILITY BODILY INJURY	BCP 901416	5/16/72 to 5/16/75	EACH PERSON	EACH OCCURRENCE	AGGREGATE
			\$250,000	\$500,000	\$500,000
COMPREHENSIVE GENERAL LIABILITY - PROPERTY DAMAGE			EACH OCCURRENCE	AGGREGATE	
			\$ 100,000	\$ 100,000	
COMPREHENSIVE AUTOMOBILE LIABILITY - BODILY INJURY	BCP 901416	5/16/72 to 5/16/75	EACH PERSON	EACH OCCURRENCE	
			\$ 250,000	\$ 500,000	
COMPREHENSIVE AUTOMOBILE LIABILITY - PROPERTY DAMAGE			EACH OCCURRENCE		
			\$ 100,000		
Automobile Physical Damage	BCP 901416	5/16/72 to 5/16/75	Comprehensive ACV, Collision, \$250. Ded.		
Excess Liability	BCP 901416	5/16/72 to 5/16/75	\$1,000,000 each occurrence \$1,000,000 aggregate		

DESCRIPTION AND LOCATION OF OPERATIONS TO WHICH ABOVE POLICIES APPLY:

IN THE EVENT OF CANCELLATION OF THE INSURANCE THE COMPANY AGREES TO GIVE NOTICE TO THE PARTY AT WHOSE REQUEST THIS CERTIFICATE IS ISSUED.

THE HARDESTER CORPORATION

DATE: January 4, 1973

BY

William C. Bickell

Northwestern National Insurance

AGENT REPRESENTATIVE

William C. Bickell

AR200134

HUDSON TRANSFER
& CONSTRUCTION CO., INC.

P. O. Box 187
MILTON, DELAWARE 19968

302 684-4221 8121 8095 856-7538

Memo

LETTER

Date 21 July, 1975

Subject Delaware Resident
Contractor's License

To Mr. William C. Henry
County Engineer
P.O. Box 589
Georgetown, DE 19947

A photocopy of this company's current Delaware Resident Contractor's License is enclosed per you request dated 17 July, 1975.

Very truly yours,

Douglas C. Hudson

Please reply No reply necessary

SIGNED

Douglas C. Hudson
DH

AR200135

POST OFFICE BOX

POST OFFICE BOX

POST OFFICE BOX

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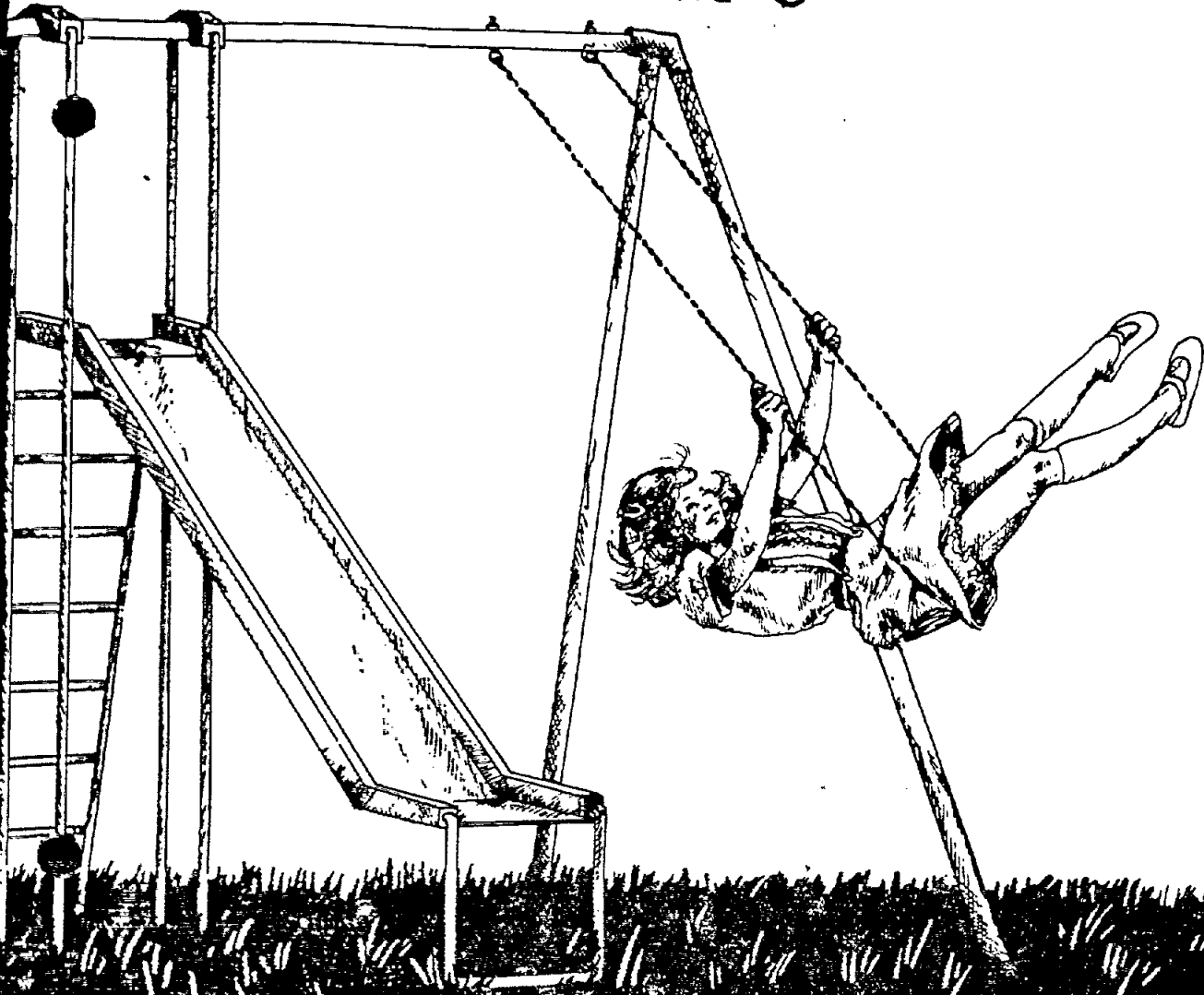
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AR200136

Exhibit "B"



AR200137

SANITARY LANDFILL FACTS



SANITARY LANDFILL FACTS

Thomas J. Sorg
H. Lanier Hickman

U.S. DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Public Health Service

NATIONAL CENTER FOR URBAN AND INDUSTRIAL HEALTH

Solid Wastes Program

Cincinnati

1968

SW-4ts

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402 - Price 35 cents

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FOREWORD

For many years our polluted environment has been the object of growing concern. Water and air pollution have received national attention and treatment for a decade, but solid waste disposal, which has been called the third pollution, entered the national limelight only during the past two years with the passage of the Solid Waste Disposal Act of 1965.

Public apathy toward the disposal of solid wastes is no longer commonplace. In many communities, the public is rejecting the traditional open burning dump. Citizens are recognizing the need for safe and sanitary management of solid wastes. Thus, the demand increases for properly engineered, effective, and economic solid waste disposal facilities.

SANITARY LANDFILL FACTS presents general information on the state-of-the-art of one basic, acceptable, and effective method of solid waste disposal--the sanitary landfill. This publication examines the planning, design, operation, and public health aspects of sanitary landfills. This information is offered as an aid to the growing number of people involved with planning and development in solid waste disposal management.

Richard D. Vaughan
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These photographs demonstrate how open dumps contribute to water and air pollution. Open dumps are also sources of food and harborage for insects, rodents, birds, and other wildlife that may act as disease carriers.

MISCONCEPTION



Upon hearing the term, 'sanitary landfill,' many of us immediately picture the traditional open, frequently burning, dump.

This misconception is quite natural because in many instances the term 'sanitary landfill' has been misused as the label for an open dump. The fact is, however, that a true sanitary landfill is not an open dump.



with sanitary landfills. Usually the planning of a sanitary landfill meets with some public opposition unless the operating agency has conducted acceptable operations elsewhere.

Preliminary planning should include an active public information program to explain to the public what makes a sanitary landfill work well and what benefits can be expected. In many communities, public acceptance of a sanitary landfill site is the most important factor in deciding whether it will exist or not. Moreover, it is very useful in gaining public support and most helpful to a designer to have the final use of the landfill area determined in advance. An architectural rendering or a model of the completed site, as a park, playground, golf course, or better planned city, is a good public relations tool. When opposition is exceptionally strong to the proposed sanitary landfill, it is well to consider the installation of a temporary pilot operation to illustrate a good sanitary landfill, while collecting newspaper and TV support and possibly even hiring professional public relations services for the program. It is well to remember, however, that the public will soon discover any discrepancies between the public information program and actual operations. Operations must be exemplary in order to gain public support.

Other Considerations

The responsible officials in the preliminary planning phase must decide how the initial cost and the operating costs of the sanitary landfill will be financed. These officials should also investigate the amount and reliability of available data concerning the quantity and characteristics of the solid waste to be handled. If sufficient reliable data necessary for proper site selection and design are not available, arrangements should be made to survey the area generating solid

wastes to procure the necessary information. If at all possible, the ultimate use of the completed landfill site should be decided during the initial planning stage. As stated previously, knowing the final use of the site will permit the designer to plan more effectively and will be useful for gaining public support for the project. In many instances, zoning restrictions have interfered with the development of an area for a sanitary landfill. Many legal problems can be avoided if preliminary planning includes arrangements for zoning potential areas for sanitary landfill operations and ultimate site use.

SELECTING A SITE

As the project engineer, the step toward establishing an acceptable sanitary landfill operation is site selection. As with the preliminary planning phase, proper site selection can eliminate many future operational problems. Most of the many factors to be considered when selecting a sanitary landfill site will require technical know-how, a knowledge of equipment, and experience, and so it bears repeating that a well qualified individual or agency should be responsible for site selection.

Land Requirement

The land area--or more important the volume of space required--is primarily dependent upon the character and quantity of the solid wastes, the efficiency of collection of the wastes, the depth of the fill, and the desired life of the landfill. Data on the quantity and character of residential, commercial, and industrial solid wastes to be landfilled are therefore necessary for estimating the space required. In estimating volume requirements, volume reduction of the solid wastes due to compaction must be considered. The desired life of the landfill

is another factor in determining the total volume required.

The volume requirement for a sanitary landfill should be determined using the specific data and information available for each individual project. As a rough rule of thumb, however, about 7 acre-feet (11,293 yd³) per 10,000 population per year is frequently used.

Zoning Restrictions

A survey conducted by the American Public Works Association in 1956 indicated that a high percentage of cities are restricted in the disposition of disposal sites by their zoning ordinances. 2. Consideration of a potential site is undertaken, all zoning ordinances should be reviewed and cleared or changed to eliminate any limitations which could prevent or restrict the use of a particular parcel of land for a sanitary landfill. Advance planning to zone the potential landfill site circumvent many of these problems.

Accessability

It is important to select a site that truck traffic can easily reach on highways or arterial streets. Sites requiring the trucks to travel through residential areas will normally draw many complaints, and such sites should be avoided.

The roads to the site should be of such width and construction to handle all sizes of trucks when fully loaded, during all weather conditions. Such problems as narrow bridges, low underpasses, and steep grades on the access routes should also be investigated. Since the site should be accessible at all times, it is desirable to have several access routes so that if one route is temporarily unusable the site can still be used.

Haul Distance

The haul distance is an important economic factor in selection of the sanitary landfill site. The economic distance to the site will vary from locality to locality depending upon variety of collection vehicles, hauling time, and size and method of the collection agency. The larger the quantity of refuse hauled per trip and the shorter the hauling time due to express roads, freeways, etc., the greater the distance the solid wastes can be hauled for the same cost.

Cover Material

The availability of cover material is another economic factor to consider when choosing the site. The life cost of hauling cover material to the site can be excessive. It is desirable, therefore, to select a site that has cover material available or close by to keep the cost of maintaining the site low.

The field investigation of the potential site should include soil analysis to determine the suitability and the quantity of soil available for cover material. Soil with good workability and compaction characteristics is the most desirable cover material. Sandy loam is considered to be excellent since it contains about 50 to 60 percent sand and the remainder is clay and silt in equal amounts with good workability and compaction qualities.

Geology

The potential danger of ground and surface water pollution resulting from the landfill cannot be overlooked. Solid wastes ordinarily contain many contaminants and often infectious materials. These can produce serious health hazards or nuisances if permitted to enter water supplies. Site selection should include a geological investigation of the site, which can be run in conjunction with the

cover material field investigation, to determine the potential of either ground or surface water pollution. The ground water table must be located and information obtained on the historical high ground water level and on the general movement of the ground water.

The geological investigation should also examine the topography of the site itself and the surrounding area for potential flooding conditions of the site during heavy rains and snow melts. Flooding and surface water drainage can quickly erode the cover material and the refuse fill. Special attention should be given to low-lying sites that might be drainage basins for surrounding areas. Sites located near rivers, streams or lakes also deserve careful scrutiny. Generally, a landfill should not be located in a flood plain because of the water pollution hazard, and because such sites are unusable both during, and for a period following, flood conditions.

Climate

In some locations, climate conditions are important considerations in site selection and may even dictate the method of operation. In an extremely cold locality a site requiring excavation of trenches and cover material may become a problem because of the frost during the winter months. However, a site requiring excavation operations can be used in a winter locale if special operating procedures are planned in advance to cope with the expected problems; the trenches and cover material may be excavated during the summer months to carry the operation through the winter period.

In areas receiving considerable rainfall, a low-lying site may not be desirable because of flooding and continual muddy working conditions. In rainy areas, a site high in relation to the surrounding area, with good drainage features, is desirable.

In windy locales, a site surrounded by natural windbreaks will help to contain loose paper, thus reducing the amount of this material which may be blown off the site.

Fire Control Facilities

Although there is little chance of fire at a sanitary landfill when operated in accordance with good practices, a sanitary landfill site should be provided with suitable fire protection. Despite the fact that fires can usually be extinguished by smothering with a blanket of earth, all sites should have water available for fire control. Special consideration for fire control facilities should be given to sanitary landfills located relatively close to residential or commercial structures and in extremely dry areas where the fire could spread quickly and do extensive damage if not brought under control immediately.

DESIGNING A SANITARY LANDFILL

The design and operational steps during development of the sanitary landfill are not distinct phases. Basic knowledge and experience in the operational aspects of a sanitary landfill are necessary for the design phase. In essence, the design phase develops the plan of operation. It consists primarily of determining the operational plan and preparing the necessary detailed plans and specifications for construction and operation. Good plans and specifications are essential for estimating costs, bids for contracts, and for operational control and inspection.

Plans

Detailed plans should be prepared showing the existing topography and the designed contours of the completed land-

fill. As mentioned above, in the planning section, it is extremely helpful to the designer when designing the final ground elevations, if the use of the completed landfill has been previously determined. The plans should show the overall plan for landfilling, the drainage features, location of the cover material, and the weather operation site. The plans should also detail all construction features such as access roads, personnel and equipment facilities, scales, fencing, signs, waterlines and other utilities.

Specifications

The plans should be complemented with a set of specifications for construction and operation. Construction specifications cover the construction materials, workmanship, and equipment. The operating specifications should detail the method of operation including the weighing of the wastes, the cross sectioning of the site at definite time intervals, the thickness of cover material, the depth of lifts and cells, compaction, and weather operation procedures.

OPERATING A SANITARY LANDFILL

The importance of the appearance of the sanitary landfill during operation cannot be overstressed. The operation is the only phase of the project that is seen by the public. Consequently, public acceptance of the entire project--the planning, design, and operation--will be based solely on the operation.

There are many factors involved in the operation of a sanitary landfill. A well-operated sanitary landfill in the goal of the planner, designer, and operator and, therefore, each must have a thorough knowledge of all the factors to guide him in achieving this goal.

Supervision

A clean, orderly, and economic operation requires constant and competent supervision. It is also important to employ only experienced or adequately trained personnel to operate a sanitary landfill.

Operating Records

For continuing evaluation and future planning, detailed records should be kept of the sanitary landfill operations. Records should be kept of the incoming materials; the weights, the types, and the origin. Any deviation from the plan of operation should also be recorded. Topographic surveys of the landfill should be made regularly to determine the rate of waste utilization. The incoming material data and the topographic surveys can be used to determine the amount of material generated per capita, compaction, land use, operation efficiency, and to estimate the degree of decomposition and eventual settlement. Good cost-accounting records should be maintained, including the initial cost of the land and equipment, equipment, equipment maintenance, depreciation, etc. These data are necessary for budgetary planning, for determining the cost rates for users, and for comparison with other operations, justifying expenditures, and estimating the efficiency of operation.

Directions

Sanitary landfills, particularly those open to the public, need directional signs and markers on nearby highways to help speed traffic movement. At the entrance to the site, a large legible sign should be posted to inform the public of the hours of operation, cost of disposal, and rules and regulations (such as, "only covered



THE AREA METHOD

The bulldozer is spreading and compacting a load of solid wastes. The scraper (foreground) is used to haul the cover material at the end of the day's operations. After the portable layer that fills has any blowing debris, it is used with any landfill method, whichever necessary.

On-site Roads

The on-site roads in the unloading area should be of all-weather construction and wide enough to permit easy two-way truck travel. Road grades should be designed for the largest fully loaded trucks to travel at a reasonable rate. It is particularly important at large sites that traffic in and out of the area should flow smoothly.

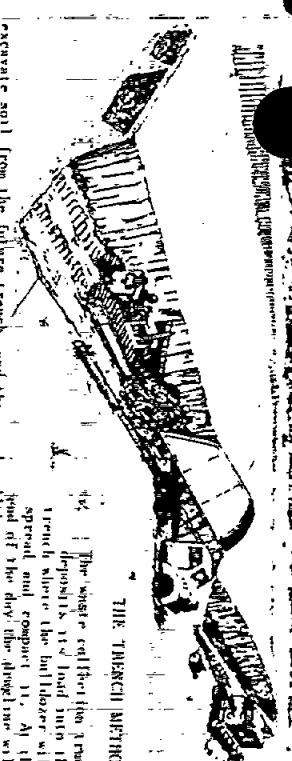
Methods

Sanitary landfilling consists of the basic operations of spreading, compacting, and covering. Over the years, two general methods of landfilling have evolved: the area method, and the trench method. Some schools of thought also mention a third, the slope, or ramp, method. In many operations, a slope, or ramp, is used in combination with the area or

trench methods. For this reason, three methods will be described: area landfill, trench landfill, and the ramp, or slope, method.

In the area landfill, the solid wastes are placed on the land; a bulldozer or similar equipment spreads and compacts the wastes; then the wastes are covered with a layer of earth; and finally the earth cover is compacted. The area method is best suited for marshes, flat areas, or gently sloping land and is also used in quarries, ravines, valleys or where other suitable land depressions exist. Normally, the earth cover material is hauled in or obtained from adjacent areas.

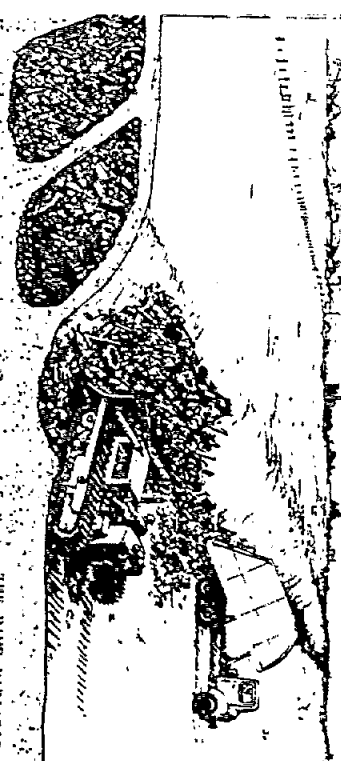
In a trench landfill, a trench is cut in the ground and the solid wastes are placed in the trench. The solid wastes are then spread in thin layers, compacted, and covered with earth excavated from the trench. The trench method is best suited for flat or gently sloping land where the water table is not near the ground surface. The advantage is that normally the material excavated from the trench can be used for cover with a minimum of hauling. A disadvantage is that more than



THE TRENCH METHOD

one piece of equipment may be necessary. In the ramp or slope method (a variation of the area and trench landfills), the solid wastes are dumped on the side of an existing slope. After spreading the material in thin layers on the slope, the bulldozing equipment compacts it. The cover material, usually obtained just ahead of the working face, is spread on

the ramp and compacted. As a method of landfilling, this variation is generally suited to all areas. Having the advantage of utilizing only one piece of equipment to perform all operations makes the ramp or slope method of landfill particularly applicable to smaller operations. The slope, or ramp, is commonly used in the area and trench landfill and is illustrated below.



THE RAMP VARIATION

The solid wastes are being spread and compacted on a slope. The daily cell may be covered with earth stripped from the base of the ramp. This variation is used with either the area or trench method.

Compaction

Solid wastes should be placed at the top or base of the working face, spread in thin layers about 2 feet thick, and compacted. If a slope, or ramp, is used, better compaction will normally result if the wastes are spread and compacted from the base upwards. The degree of compaction is dependent on the character of the solid wastes, the weight and type of compacting equipment, and the number of passes the equipment makes over the material. The actual density of the landfill can be determined from operating records and data. The degree of compaction is a useful tool to determine the rate of space usage, expected life of the landfill, and the overall efficiency of the operation.

Working Face

The size of the working face of the landfill operation is determined by the rate of unloading of the incoming vehicles. The working face should be as narrow as possible to minimize the exposed area, but not so small as to interfere with the unloading operations and the movement of landfill equipment. A minimum width of the working face should be approximately twice the width of the tractor to allow the tractor to move from side to side thus compacting the entire exposed surface.

Depth of Cells

Cell depth is the thickness of the solid waste layer measured perpendicular to the working slope where the equipment travels. The depth of cells is determined largely by the size of the operation, the elevation desired of the completed fill, the depth of the trench or depression to be filled, and in some cases, the amount of cover material available. Eight feet

is generally recommended as a maximum single cell depth because deeper cells usually result in fills that have excessive settlement and surface cracking. However, the cell depth of presently operated sanitary landfills varies from 2 feet to 15 feet or more.

Cover

The compacted solid wastes should be covered at the conclusion of each day's operation, or more frequently if necessary, with a minimum of 6 inches of compacted earth. Because of its workability and compaction characteristics, a sandy loam soil is the most desirable cover material. But if sandy loam is not available on the site, it may be necessary to adjust the covering procedures to the type of cover material available or to haul in more suitable cover material. The cover is necessary to prevent insect and rodent infestation, blowing paper, fire, the attraction of gulls, and the release of gas and odors.

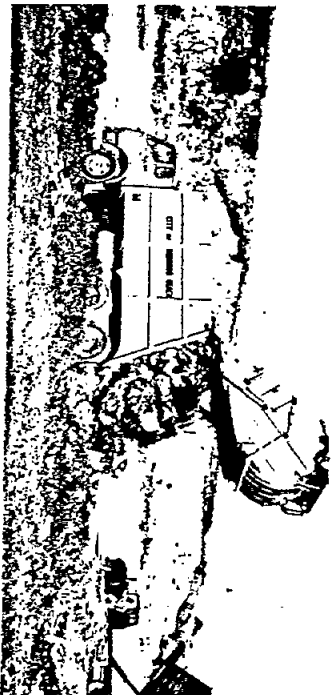
For daily cover, a minimum of 6 inches of compacted sandy loam is recommended. For intermediate cover on fills which will not have additional lifts placed on them within a year, a minimum of 12 inches of compacted sandy loam is recommended. A minimum of 2 feet of compacted sandy loam is recommended for the final cover. The final cover should be placed over the fill as soon as possible to help assure that wind and water intrusions do not expose the wastes. Where trees will be planted on the completed fill, a depth of 3 or more feet of compacted earth has been found necessary.

Large Bulky Items

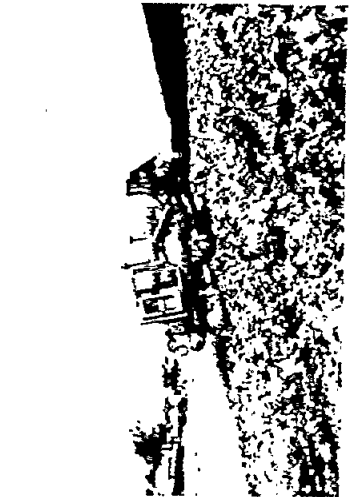
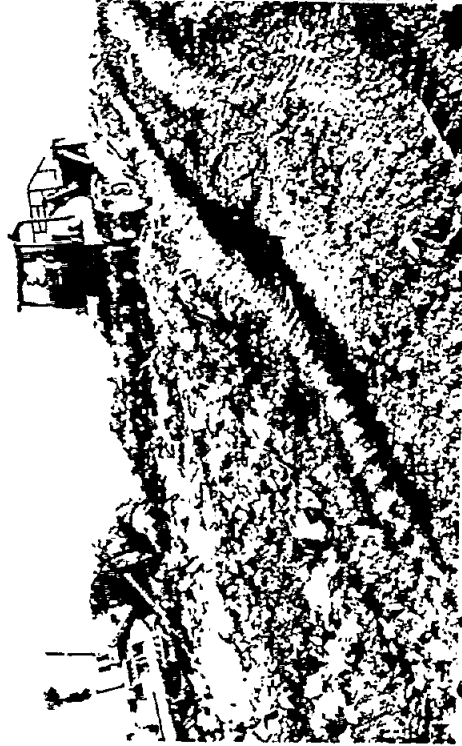
Large bulky items such as car bodies, refrigerators, water heaters, and tree stumps, can be handled routinely with other solid wastes at large landfills that use heavy equipment. At small landfills

STEPS IN OPERATING A SANITARY LANDFILL

Unloading Solid Wastes



Spreading and compacting of refuse followed by earth covering



End of the day



where light equipment is normally used, special provisions may be necessary to handle bulky items. A separate unburied area at the site or an alternate site, operated in a sanitary manner, should be utilized for the disposal of bulky items that cannot be handled routinely with the other solid wastes.

Blowing Paper

In a 1959 survey of sanitary landfill operations by the American Society of Civil Engineers, the operating problem most frequently reported was that of blowing paper.³ The common method of controlling blowing paper is with a combination of permanent and portable fences. Unfortunately, under certain wind conditions the paper may blow up and over the fences, so that fences do not provide complete control. Prompt compaction and covering are also useful in controlling windblown paper. It is important, therefore, that the designer consider the prevailing wind direction when designing the operation.

Maintenance

Routine maintenance will be required to maintain a clean, orderly, and acceptable operation land site. It is important, particularly at public sanitary landfills, to cut the grass and weeds, pick up the scattered paper, maintain good access roads, control dust, and maintain clean and attractive employee and public facilities.

Drainage

To prevent ponding on the landfill surface with resultant excessive seepage into the landfill, drainage must be provided. This will prevent runoff water from eroding the cover material and exposing the wastes. Drainage must be

provided both during the filling operation and for the completed landfill. Good drainage will usually require periodic regrading of the site, and the use of culverts or grassed waterways. It is recommended that the slope of the surface of the completed fill be a minimum of percent. Since the landfill will undergo uneven settlement, it may be necessary to design the original slope for more than 1 percent to maintain a 1 percent slope after settlement. To prevent erosion, however, steep slopes should be avoided.

Winter Operations

Experience has shown that with good planning and proper operating techniques, a sanitary landfill can be operated throughout even the severe winters of North Dakota. Where the trench method of landfill is used, the trenches should be excavated before the cold weather season. It may be necessary to stockpile cover material and cover it with straw, leaves, or other material to prevent freezing. The material should be piled loosely with minimum compaction. All snow and ice should be removed from the trenches before use; it is good practice to use snow fences to protect the access roads. Also, a well-constructed, heated, tractor cab enables the operator to work efficiently during the cold weather.

Wet Weather Operation

Wet weather can seriously hamper the operations of a sanitary landfill by making the soil too soft, muddy, or slippery for equipment operation. Wet weather can also seriously interfere with trenching, covering, and general traffic flow in and from the working face. For these reasons, all-weather access roads and drainage should be built. In many cases, it is advantageous to stockpile such materials as concrete rubble, broken as-

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phalt pavement, stone, etc., for use on the site roads during wet weather. This will minimize the cost of constructing unsuitable hard-surface roads to the underlying area. It is also desirable to provide a temporary wet-weather landfill disposal area for the wet-weather road. Such sites are used only during the wet weather periods when the normal working area is not accessible.

Particular attention must be given to landfills when the French method is being used. If pumping or good drainage is not provided, the trenches will fill with water, resulting in possible ground or surface water pollution and complete shut-down of the operation.

Salvage Operation

The American Society of Civil Engineers has stated that generally the most objectionable disposal sites from the standpoint of appearance are those where the salvage activity is the greatest. To ensure proper and orderly sites and to prevent landfills from looking like open dumps, salvage operations should be prohibited at all sanitary landfill sites.

PUBLIC HEALTH AND NUISANCE

ASPECTS Vector Control

In properly operated and maintained sanitary landfills, insects and rodents are not a problem. Well-compacted wastes and cover material are the most important factors in achieving vector control. Six methods of compacted earth cover are recommended for preventing the emergence of house-flies from the fill. Good house-flies are the most important also through the cover material. Good house-flies and daily covering of the solid wastes are basic for vector control.

Water Pollution

Under certain geological conditions, the burial of solid wastes is a real potential for chemical and bacteriological pollution of ground and surface water. Several investigations of the pollution of groundwater from sanitary landfills have indicated that if a sanitary landfill is in direct contact with ground water, the ground water can become grossly polluted and unfit for domestic or irrigation use. Proper planning and site selection, however, combined with good engineering design and operation of the sanitary landfill can normally eliminate the possibility of either surface or ground water pollution. Some of the common preventative measures used are: (1) locating the site at a safe distance from streams, lakes, wells, and other water sources; (2) avoiding site location above the kind of subsurface stratification that will lead the leachate from the landfill to water sources; i. e., fractured limestone; (3) using an earth cover that is nearly impervious; (4) providing suitable drainage trenches to carry the surface water away from the site.

Air Pollution

Air pollution caused by smoke should not occur. No burning should be permitted at properly operated sanitary landfills. If a fire does occur, it should be extinguished immediately.

Dust

Dust is a nuisance that may occur at a sanitary landfill operation during weather that is characterized by gusting the underlying area and the dispersed refuse will waft. Other dust control measures are the planting of grass or other vegetation on the finished fill and the application of

water, road salt, or calcium chloride to the access roads.

Odors

Odors are a nuisance rather than a public health hazard. Odorous gases usually result from anaerobic digestion of putrescible material. The best control for odors is rapid and continuous emergence of solid wastes during landfilling and sealing surface cracks of the compaction of the landfill to prevent wind-blown odors of large concentrations of odorous gases.

Wildlife

Birds, particularly gulls, and other wildlife are common at open and burning dumps. There is little exposed food to attract wildlife at sanitary landfills. Most good sanitary landfill operations are free from these nuisances; however, there is no guarantee that all sanitary landfills will be completely free of wildlife. To keep the number of gulls and other wildlife to a minimum, the site should be kept clean, and the solid wastes should be covered promptly with earth.

Gas Production

Gases produced within a sanitary landfill consist of hydrogen, methane, nitrogen, carbon dioxide, hydrogen, and hydrogen sulfide. Methane gas is explosive and can be a hazard if accumulated in confined spaces. At landfills where methane and other gases are a problem, the gases should be dispersed into the atmosphere.

Hazardous Materials

Although it is not common practice, hazardous materials such as sewage sludge, radioactive wastes, pathogenic

wastes, explosive materials, and chemicals can be disposed of at landfill sites under special conditions. The special provisions for handling and disposing of these materials will depend on local conditions. These materials may require individual handling and disposal in a special area separate from the main operating area. The necessary provisions should be considered during the design phase and, if appropriate, be included in the operational specifications.

EQUIPMENT

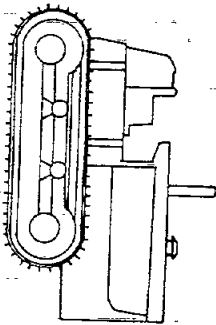
A wide variety of equipment is on the market today from which to select the proper type and size needed for an efficient operation. The size, the type, and the amount of equipment required at a sanitary landfill depend on the size and method of operation and to some degree on the experience and preference of the designer and equipment operators.

Type

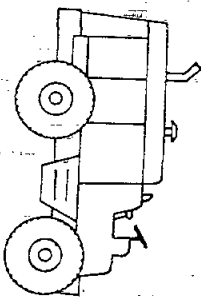
The most common equipment used on sanitary landfills is the crawler or rubber-tired tractor. The tractor can be used with a dozer blade, trash blade, or a front-end loader. A tractor is versatile and can normally perform all the operations of the spreading, compacting, covering, trenching, and even the hauling of the cover material. The decision on whether to select a rubber-tired or a crawler-type tractor, and a dozer blade, trash blade, or front-end loader, must be based on the existing conditions at each individual site.

Other equipment used at sanitary landfills are compactors, graders, drag lines, rippers, and scrapers. The type of equipment is normally based only at large sanitary landfills where specialized equipment increases the overall efficiency.

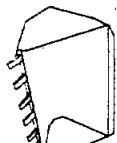
STANDARD LANDFILL EQUIPMENT



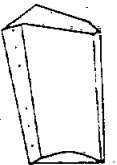
CRAWLER TRACTOR



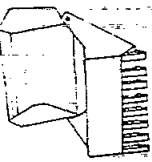
RUBBER-TIRED TRACTOR



BUCKET



DOZER BLADE



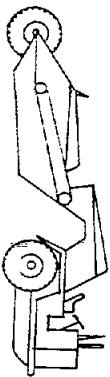
MULTIPURPOSE
BUCKET



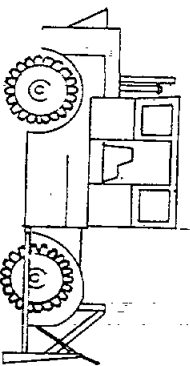
LANDFILL BLADE

FRONT-END ACCESSORIES

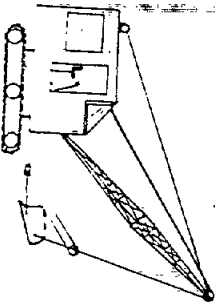
SPECIALIZED EQUIPMENT



SCRAPER



STEEL-WHEEL COMPACTOR



DRAGLINE

Size

The size of the equipment is dependent primarily on the size of the operation. Small sanitary landfills for communities of 15,000 people or less or sanitary landfills handling 40 tons of solid wastes per day or less can operate successfully with one tractor of the 5- to 15-ton range. Heavier equipment in the 15- to 30-ton range or larger can handle more refuse and achieve better compaction. Heavy equipment is recommended for sanitary landfill sites serving more than 15,000 people or handling more than 40 tons per day.

Amount

Sanitary landfills serving 50,000 people or less or handling about 115 tons or less of solid wastes normally can manage well with one piece of equipment. At these small sites where only one piece

of equipment is used, provisions must be made for standby equipment. It is preferable that a second piece of equipment be purchased and used for replacement during breakdown and routine maintenance periods of the regular equipment. Arrangements can normally be made, however, with another public agency or private concern for the use or rental of replacement equipment upon short notice in case of a breakdown of the regular equipment.

At large sanitary landfills serving more than 100,000 people, or handling more than 260 tons of solid wastes per day, more than one piece of equipment will be required. At these sites, specialized equipment can be utilized to increase efficiency and minimize costs. Table 1 is offered as a general guide for the selection of the type, size, and amount of equipment for various sizes of sanitary landfills.

Table 1. AVERAGE EQUIPMENT REQUIREMENTS

Population	Each hour	Eq. Type	Size in the	Amount
to 15,000	to 40	to 15-ton rubber-tired	to 15,000	1
15,000 to 50,000	40 to 115	to 15-ton rubber-tired	to 15,000	1
50,000 to 100,000	115 to 260	to 15-ton rubber-tired	to 15,000	1
100,000 to 250,000	260 to 500	to 15-ton rubber-tired	to 15,000	1
250,000 to 500,000	500 to 1,000	to 15-ton rubber-tired	to 15,000	1
500,000 to 1,000,000	1,000 to 2,000	to 15-ton rubber-tired	to 15,000	1
1,000,000 to 2,000,000	2,000 to 4,000	to 15-ton rubber-tired	to 15,000	1
2,000,000 to 5,000,000	4,000 to 8,000	to 15-ton rubber-tired	to 15,000	1
5,000,000 to 10,000,000	8,000 to 16,000	to 15-ton rubber-tired	to 15,000	1
10,000,000 to 25,000,000	16,000 to 32,000	to 15-ton rubber-tired	to 15,000	1
25,000,000 to 50,000,000	32,000 to 64,000	to 15-ton rubber-tired	to 15,000	1
50,000,000 to 100,000,000	64,000 to 128,000	to 15-ton rubber-tired	to 15,000	1
100,000,000 to 250,000,000	128,000 to 256,000	to 15-ton rubber-tired	to 15,000	1
250,000,000 to 500,000,000	256,000 to 512,000	to 15-ton rubber-tired	to 15,000	1
500,000,000 to 1,000,000,000	512,000 to 1,024,000	to 15-ton rubber-tired	to 15,000	1
1,000,000,000 to 2,000,000,000	1,024,000 to 2,048,000	to 15-ton rubber-tired	to 15,000	1
2,000,000,000 to 5,000,000,000	2,048,000 to 4,096,000	to 15-ton rubber-tired	to 15,000	1
5,000,000,000 to 10,000,000,000	4,096,000 to 8,192,000	to 15-ton rubber-tired	to 15,000	1
10,000,000,000 to 25,000,000,000	8,192,000 to 16,384,000	to 15-ton rubber-tired	to 15,000	1
25,000,000,000 to 50,000,000,000	16,384,000 to 32,768,000	to 15-ton rubber-tired	to 15,000	1
50,000,000,000 to 100,000,000,000	32,768,000 to 65,536,000	to 15-ton rubber-tired	to 15,000	1
100,000,000,000 to 250,000,000,000	65,536,000 to 131,072,000	to 15-ton rubber-tired	to 15,000	1
250,000,000,000 to 500,000,000,000	131,072,000 to 262,144,000	to 15-ton rubber-tired	to 15,000	1
500,000,000,000 to 1,000,000,000,000	262,144,000 to 524,288,000	to 15-ton rubber-tired	to 15,000	1
1,000,000,000,000 to 2,000,000,000,000	524,288,000 to 1,048,576,000	to 15-ton rubber-tired	to 15,000	1
2,000,000,000,000 to 5,000,000,000,000	1,048,576,000 to 2,097,152,000	to 15-ton rubber-tired	to 15,000	1
5,000,000,000,000 to 10,000,000,000,000	2,097,152,000 to 4,194,304,000	to 15-ton rubber-tired	to 15,000	1
10,000,000,000,000 to 25,000,000,000,000	4,194,304,000 to 8,388,608,000	to 15-ton rubber-tired	to 15,000	1
25,000,000,000,000 to 50,000,000,000,000	8,388,608,000 to 16,777,216,000	to 15-ton rubber-tired	to 15,000	1
50,000,000,000,000 to 100,000,000,000,000	16,777,216,000 to 33,554,432,000	to 15-ton rubber-tired	to 15,000	1
100,000,000,000,000 to 250,000,000,000,000	33,554,432,000 to 67,108,864,000	to 15-ton rubber-tired	to 15,000	1
250,000,000,000,000 to 500,000,000,000,000	67,108,864,000 to 134,217,728,000	to 15-ton rubber-tired	to 15,000	1
500,000,000,000,000 to 1,000,000,000,000,000	134,217,728,000 to 268,435,456,000	to 15-ton rubber-tired	to 15,000	1
1,000,000,000,000,000 to 2,000,000,000,000,000	268,435,456,000 to 536,870,912,000	to 15-ton rubber-tired	to 15,000	1
2,000,000,000,000,000 to 5,000,000,000,000,000	536,870,912,000 to 1,073,741,824,000	to 15-ton rubber-tired	to 15,000	1
5,000,000,000,000,000 to 10,000,000,000,000,000	1,073,741,824,000 to 2,147,483,648,000	to 15-ton rubber-tired	to 15,000	1
10,000,000,000,000,000 to 25,000,000,000,000,000	2,147,483,648,000 to 4,294,967,296,000	to 15-ton rubber-tired	to 15,000	1
25,000,000,000,000,000 to 50,000,000,000,000,000	4,294,967,296,000 to 8,589,934,592,000	to 15-ton rubber-tired	to 15,000	1
50,000,000,000,000,000 to 100,000,000,000,000,000	8,589,934,592,000 to 17,179,869,184,000	to 15-ton rubber-tired	to 15,000	1
100,000,000,000,000,000 to 250,000,000,000,000,000	17,179,869,184,000 to 34,359,738,368,000	to 15-ton rubber-tired	to 15,000	1
250,000,000,000,000,000 to 500,000,000,000,000,000	34,359,738,368,000 to 68,719,476,736,000	to 15-ton rubber-tired	to 15,000	1
500,000,000,000,000,000 to 1,000,000,000,000,000,000	68,719,476,736,000 to 137,438,953,472,000	to 15-ton rubber-tired	to 15,000	1
1,000,000,000,000,000,000 to 2,000,000,000,000,000,000	137,438,953,472,000 to 274,877,906,944,000	to 15-ton rubber-tired	to 15,000	1
2,000,000,000,000,000,000 to 5,000,000,000,000,000,000	274,877,906,944,000 to 549,755,813,888,000	to 15-ton rubber-tired	to 15,000	1
5,000,000,000,000,000,000 to 10,000,000,000,000,000,000	549,755,813,888,000 to 1,099,511,627,776,000	to 15-ton rubber-tired	to 15,000	1
10,000,000,000,000,000,000 to 25,000,000,000,000,000,000	1,099,511,627,776,000 to 2,199,023,255,552,000	to 15-ton rubber-tired	to 15,000	1
25,000,000,000,000,000,000 to 50,000,000,000,000,000,000	2,199,023,255,552,000 to 4,398,046,511,104,000	to 15-ton rubber-tired	to 15,000	1
50,000,000,000,000,000,000 to 100,000,000,000,000,000,000	4,398,046,511,104,000 to 8,796,093,022,208,000	to 15-ton rubber-tired	to 15,000	1
100,000,000,000,000,000,000 to 250,000,000,000,000,000,000	8,796,093,022,208,000 to 17,592,186,044,416,000	to 15-ton rubber-tired	to 15,000	1
250,000,000,000,000,000,000 to 500,000,000,000,000,000,000	17,592,186,044,416,000 to 35,184,372,088,832,000	to 15-ton rubber-tired	to 15,000	1
500,000,000,000,000,000,000 to 1,000,000,000,000,000,000,000	35,184,372,088,832,000 to 70,368,744,177,664,000	to 15-ton rubber-tired	to 15,000	1
1,000,000,000,000,000,000,000 to 2,000,000,000,000,000,000,000	70,368,744,177,664,000 to 140,737,488,355,328,000	to 15-ton rubber-tired	to 15,000	1
2,000,000,000,000,000,000,000 to 5,000,000,000,000,000,000,000	140,737,488,355,328,000 to 281,474,976,710,656,000	to 15-ton rubber-tired	to 15,000	1
5,000,000,000,000,000,000,000 to 10,000,000,000,000,000,000,000	281,474,976,710,656,000 to 562,949,953,421,312,000	to 15-ton rubber-tired	to 15,000	1
10,000,000,000,000,000,000,000 to 25,000,000,000,000,000,000,000	562,949,953,421,312,000 to 1,125,899,906,842,624,000	to 15-ton rubber-tired	to 15,000	1
25,000,000,000,000,000,000,000 to 50,000,000,000,000,000,000,000	1,125,899,906,842,624,000 to 2,251,799,813,685,248,000	to 15-ton rubber-tired	to 15,000	1
50,000,000,000,000,000,000,000 to 100,000,000,000,000,000,000,000	2,251,799,813,685,248,000 to 4,503,599,627,370,496,000	to 15-ton rubber-tired	to 15,000	1
100,000,000,000,000,000,000,000 to 250,000,000,000,000,000,000,000	4,503,599,627,370,496,000 to 9,007,199,254,740,992,000	to 15-ton rubber-tired	to 15,000	1
250,000,000,000,000,000,000,000 to 500,000,000,000,000,000,000,000	9,007,199,254,740,992,000 to 18,014,398,509,481,984,000	to 15-ton rubber-tired	to 15,000	1
500,000,000,000,000,000,000,000 to 1,000,000,000,000,000,000,000,000	18,014,398,509,481,984,000 to 36,028,797,018,963,968,000	to 15-ton rubber-tired	to 15,000	1
1,000,000,000,000,000,000,000,000 to 2,000,000,000,000,000,000,000,000	36,028,797,018,963,968,000 to 72,057,594,037,927,936,000	to 15-ton rubber-tired	to 15,000	1
2,000,000,000,000,000,000,000,000 to 5,000,000,000,000,000,000,000,000	72,057,594,037,927,936,000 to 144,115,188,075,855,872,000	to 15-ton rubber-tired	to 15,000	1
5,000,000,000,000,000,000,000,000 to 10,000,000,000,000,000,000,000,000	144,115,188,075,855,872,000 to 288,230,376,151,711,744,000	to 15-ton rubber-tired	to 15,000	1
10,000,000,000,000,000,000,000,000 to 25,000,000,000,000,000,000,000,000	288,230,376,151,711,744,000 to 576,460,752,303,423,488,000	to 15-ton rubber-tired	to 15,000	1
25,000,000,000,000,000,000,000,000 to 50,000,000,000,000,000,000,000,000	576,460,752,303,423,488,000 to 1,152,921,504,606,846,976,000	to 15-ton rubber-tired	to 15,000	1
50,000,000,000,000,000,000,000,000 to 100,000,000,000,000,000,000,000,000	1,152,921,504,606,846,976,000 to 2,305,843,009,213,693,952,000	to 15-ton rubber-tired	to 15,000	1
100,000,000,000,000,000,000,000,000 to 250,000,000,000,000,000,000,000,000	2,305,843,009,213,693,952,000 to 4,611,686,018,427,387,904,000	to 15-ton rubber-tired	to 15,000	1
250,000,000,000,000,000,000,000,000 to 500,000,000,000,000,000,000,000,000	4,611,686,018,427,387,904,000 to 9,223,372,036,854,775,808,000	to 15-ton rubber-tired	to 15,000	1
500,000,000,000,000,000,000,000,000 to 1,000,000,000,000,000,000,000,000,000	9,223,372,036,854,775,808,000 to 18,446,744,073,709,551,616,000	to 15-ton rubber-tired	to 15,000	1
1,000,000,000,000,000,000,000,000,000 to 2,000,000,000,000,000,000,000,000,000	18,446,744,073,709,551,616,000 to 36,893,488,147,419,103,232,000	to 15-ton rubber-tired	to 15,000	1
2,000,000,000,000,000,000,000,000,000 to 5,000,000,000,000,000,000,000,000,000	36,893,488,147,419,103,232,000 to 73,786,976,294,838,206,464,000	to 15-ton rubber-tired	to 15,000	1
5,000,000,000,000,000,000,000,000,000 to 10,000,000,000,000,000,000,000,000,000	73,786,976,294,838,206,464,000 to 147,573,952,589,676,412,928,000	to 15-ton rubber-tired	to 15,000	1
10,000,000,000,000,000,000,000,000,000 to 25,000,000,000,000,000,000,000,000,000	147,573,952,589,676,412,928,000 to 295,147,905,179,352,825,856,000	to 15-ton rubber-tired	to 15,000	1
25,000,000,000,000,000,000,000,000,000 to 50,000,000,000,000,000,000,000,000,000	295,147,905,179,352,825,856,000 to 590,295,810,358,705,651,712,000	to 15-ton rubber-tired	to 15,000	1
50,000,000,000,000,000,000,000,000,000 to 100,000,000,000,000,000,000,000,000,000	590,295,810,358,705,651,712,000 to 1,180,591,620,717,411,303,424,000	to 15-ton rubber-tired	to 15,000	1
100,000,000,000,000,000,000,000,000,000 to 250,000,000,000,000,000,000,000,000,000	1,180,591,620,717,411,303,424,000 to 2,361,183,241,434,822,606,848,000	to 15-ton rubber-tired	to 15,000	1
250,000,000,000,000,000,000,000,000,000 to 500,000,000,000,000,000,000,000,000,000	2,361,183,241,434,822,606,848,000 to 4,722,366,482,869,645,213,696,000	to 15-ton rubber-tired	to 15,000	1
500,000,000,000,000,000,000,000,000,000 to 1,000,000,000,000,000,000,000,000,000,000	4,722,366,482,869,645,213,696,000 to 9,444,732,965,739,29			

FACILITIES

Small sanitary landfill operations will usually require only a small building for storing barrels, equipment parts, etc., and a shelter with sanitary facilities for the employees or a single building for the night guard. Landfill operations should have a bathroom and storage garage for the equipment, and an administrative building. If the scales are not adjacent to the administrative building, a scale house may also be needed. Sanitary facilities should be available for both employees and the public. In addition, it is recommended that locker rooms and showers be provided for the employees.

COSTS

The cost of a sanitary landfill consists of the initial investment for land, equipment, and construction features, and the operating costs.

Initial Investment

The magnitude of the initial investment depends on the size and sophistication of the landfill. A typical breakdown of the items that will normally make up the total investment is as follows:

1. Land
2. Planning and designing
 - a. Containment
 - b. Fuel selection
 - c. Site investigation
 - d. Design, plans, specifications

3. Construction

- a. Access roads
- b. Utilities--water, electricity, telephone, etc.
- c. Shelter and storage facilities
- d. Scales
- e. Fencing
- f. Miscellaneous--signs, site clearing
- g. Equipment

Generally, the major portion of the initial investment will be for the purchase of the land and equipment. Often a sizable part of the initial investment for land and equipment can be recovered through the development or use of the land and the salvage value of the equipment. If money is not available for the proposed investment, consideration should be made of leasing either the land or equipment prior to spreading the cost over the operation.

Operation Cost

The operating cost of a sanitary landfill depends on the cost of labor and equipment, the method of operation, and the efficiency of the operation. The principal items that make up the operating cost are as follows:

1. Personnel--salaries and fringe benefits
2. Fuel--oil
3. Operating expenses--gas, oil, etc.
4. Maintenance and repair

c. Rental, depreciation, or amortization

3. Cover material--material and haul costs
4. Administration and overhead
5. Miscellaneous--tools, utilities, insurance, maintenance to roads, fences, facilities, etc.

Labor wages will amount to about 40 to 50 percent of the total operating cost. Fuel and oil will make up 10 to 40 percent. Cover material, administration, overhead, and miscellaneous will amount to about 20 percent.

Figure 1 charts the operating costs per ton versus the amount of solid wastes handled in tons and the population equivalent. The unit operating cost of a small

operation handling 50,000 tons per year or less varies from \$1.25 to approximately \$5.00 per ton. This wide range is primarily due to the low efficiency of the smaller operations which are normally operated on a part-time basis. Full-time personnel, full-time use of the equipment, specialized equipment, better management, and other factors that lead to high efficiency are possible at large sanitary landfill operations. The increased efficiency results in lower unit cost of disposal. The unit cost of a large landfill handling 50,000 tons or more per year will generally fall between \$0.75 to \$2.00 per ton.

To compare the true cost of sanitary landfilling with that of incineration or composting, it is essential that the costs and returns of the initial investments and the hauling costs be included along with the disposal costs. The hauling costs of a collection system that uses the sanitary landfill disposal method may be higher than the hauling costs of a system using

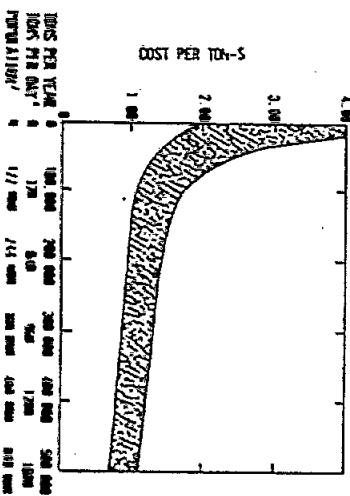


Figure 1 charts the operating costs per ton versus the amount of solid wastes handled in tons and the population equivalent. The unit operating cost of a small operation handling 50,000 tons per year or less varies from \$1.25 to approximately \$5.00 per ton. This wide range is primarily due to the low efficiency of the smaller operations which are normally operated on a part-time basis. Full-time personnel, full-time use of the equipment, specialized equipment, better management, and other factors that lead to high efficiency are possible at large sanitary landfill operations. The increased efficiency results in lower unit cost of disposal. The unit cost of a large landfill handling 50,000 tons or more per year will generally fall between \$0.75 to \$2.00 per ton.

Based on 8 day work week.
 *Based on national average of 4.5 lbs. per person per calendar day.

infiltration or composting, since sanitary landfills are generally located far from the waste-generating area than are incinerators or compost plants. In contrast to the possibility of leachate handling, costs in a sanitary landfill may increase the value of a plot for unusable land by developing the site to a phytochemical refinery, park, etc., thereby obtaining a major environmental cost advantage over incineration and composting.

COMPLETED SANITARY LANDFILLS

Decomposition

Information available on the decomposition of buried material in a sanitary landfill indicates that it is extremely difficult to predict the time required for complete decomposition. Many items, particularly paper, have been found unchanged in landfills that had been completed for 15 to 25 years. The rate of decomposition is primarily dependent upon the moisture content and generally takes place at a very slow rate.

Decomposition of the wastes will result in the production of gases, principally methane, carbon dioxide, nitrogen, hydrogen, and hydrogen sulfide. The amount of gas produced during any time interval is dependent upon the rate of gas production; it will usually reach a peak within the first 2 years and then slowly taper off. Methane gas causes the most concern because of its explosive character. Precautions should be taken to prevent the gas from seeping into sewers or other structures located on or near the landfill.

Settlement

Settlement of the landfill is dependent on the depth of the fill, composition, content, and other factors. Studies have in-

dicated that approximately 90 percent of the final settlement will occur in the first 2 to 5 years. The final 10 percent will occur over a long-range period.

Underground Fires

Although underground fires rarely occur in a completed landfill, the possibility does exist. All underground fires should be dug up and extinguished. The cell construction feature of a sanitary landfill helps to confine and restrict the spread of the fire should one occur.

Maintenance

Completed landfills will generally require maintenance because of differential settlement. The maintenance will consist primarily of resloping the surface to maintain good drainage, and filling in small depressions that result from uneven settlement.

Uses

Most completed landfill sites are used for recreational purposes such as parks, playgrounds, and golf courses. Completed landfills are also used for parking and storage areas and botanical gardens. Because of settling and gas problems, construction of buildings on completed landfills generally has been avoided in several locations; however, one-story rambling-type buildings and airport runways for light aircraft have been constructed directly on sanitary landfills. In such cases, it is important for the designer to avoid concentrated foundation loading which can result in uneven settlement and cracking of the structure; and the designer must provide the means to allow the gas to disperse to the atmosphere and not into the structure. However, multi-story buildings can be built over completed landfills, using steel and concrete pilings and special engineering design.

ADVANTAGES

The sanitary landfill has many advantages not common to other methods of disposal.

1. Where land is available, the sanitary landfill is usually the most economical method of solid waste disposal.
2. The initial investment is low compared to that of other disposal methods.
3. A sanitary landfill is a complete or final disposal method as compared to incineration and composting where residue, quenching water, unusable materials, etc., remain and require further disposal.
4. A sanitary landfill can be put into operation within a short period of time.
5. A sanitary landfill can receive all types of solid wastes, eliminating the necessity of separate collections.
6. A sanitary landfill is flexible; increased quantities of solid waste can be disposed of with little additional personnel and equipment.
7. Suburban land may be reclaimed for use as parking lots, playgrounds, golf courses, airports, etc.

DISADVANTAGES

1. In highly populated areas, suitable land may not be available within economical hauling distance.
2. If proper sanitary landfill standards are not adhered to, the operation may result in an open dump.
3. Location of sanitary landfills in residential areas can result in extreme public opposition.
4. A completed landfill will settle and require periodic maintenance.
5. Special design and construction must be utilized for buildings constructed on completed landfills because of the settlement factor.
6. Methane, an explosive gas, and the other gases produced from the decomposition of the wastes may become a hazard or nuisance problem and interfere with the use of the completed landfill.

SOLID WASTE DISPOSAL PROJECTS

The Solid Waste Disposal Act of 1965 provided funds for surveys, demonstrations, studies, and investigations of new and improved technology of solid waste disposal. The Act authorized awards up to two-thirds the cost of the project and the awards are shared by the Solid Waste Program, National Center for Urban and Industrial Health, U.S. Public Health Service. A recent publication describing funded solid waste demonstration projects, including those related to sanitary landfills, is available from the Solid Waste Program.

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AR200154

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AR200155

Sussex County Council

COURT HOUSE
GEORGETOWN, DELAWARE 19847

COUNCILMEN

LIVER E. HILL, PRES.
RALPH E. BENSON, VICE-PRES.
JOHN T. CANNON
WILLIAM B. CHANDLER, JR.
RICHARD L. TIMMONS
A. DEAN BETTS, ATTORNEY



PHONE
856-7702, Ext. 206

29 January 1974

Hudson Transfer & Construction Co., Inc.
P. O. Box 187
Milton, Delaware 19968

Attention: Mr. Douglas C. Hudson

Re: Operation and Maintenance of Sussex
County Landfill, Site No. 5, Laurel,
Sussex County, Delaware

Gentlemen:

In response to your letter, dated 14 December 1973, to Mr. John Cannon, President, Sussex County Council, in which you requested an increase of \$3424.92 and your 28 January 1974 telephone call to the County Engineer's Office, in which you amended your price increase for fuel for your second year of the referenced contract, Sussex County Council proposes the following contract modifications:

1. Beginning on 2 April 1974 and continuing through 1 April 1976, your annual payment for the services required on the referenced contract will be increased from \$28,692.00 to \$33,147.56, unless subsequently amended.

2. In the event the services henceforth are not performed in accordance with the requirements of the referenced contract, Sussex County Council reserves the right to refuse any further price adjustments and/or terminate the contract upon written notice served sixty (60) days in advance by Registered Mail, Return Receipt Requested.

3. All other terms and conditions of the referenced contract, dated 10 April 1973, remain unchanged.

AR200156

Submit To: State of Delaware Department of Natural Resources and Environmental Control
 Division of Environmental Control
 Solid Waste Section
 Tatnall Building
 Dover, Delaware 19901

PLEASE PRINT Landfill Site #5
 Laurel
 Delaware 19956

1. Permittee

- a. Name Sussex County Council
- b. Address P.O. Box 589, Georgetown, Delaware 19947
- c. Telephone No. 856-7701-ext. 221
- d. Signature _____ DATE April 29, 1977

2. Owner of Property Yes No

If no; Name of Owner _____
 Address _____
 Telephone No. _____

3. Type of Facility
- | | |
|---|---|
| <input checked="" type="checkbox"/> Sanitary Landfill | <input type="checkbox"/> Resources Recovery |
| <input type="checkbox"/> Industrial Landfill | <input type="checkbox"/> Resource Recovery |
| <input type="checkbox"/> Incinerator | <input type="checkbox"/> Composter |
| <input type="checkbox"/> Volume Reduction | <input type="checkbox"/> Other _____ |

a. Temporary; if so, how long? _____ Permanent

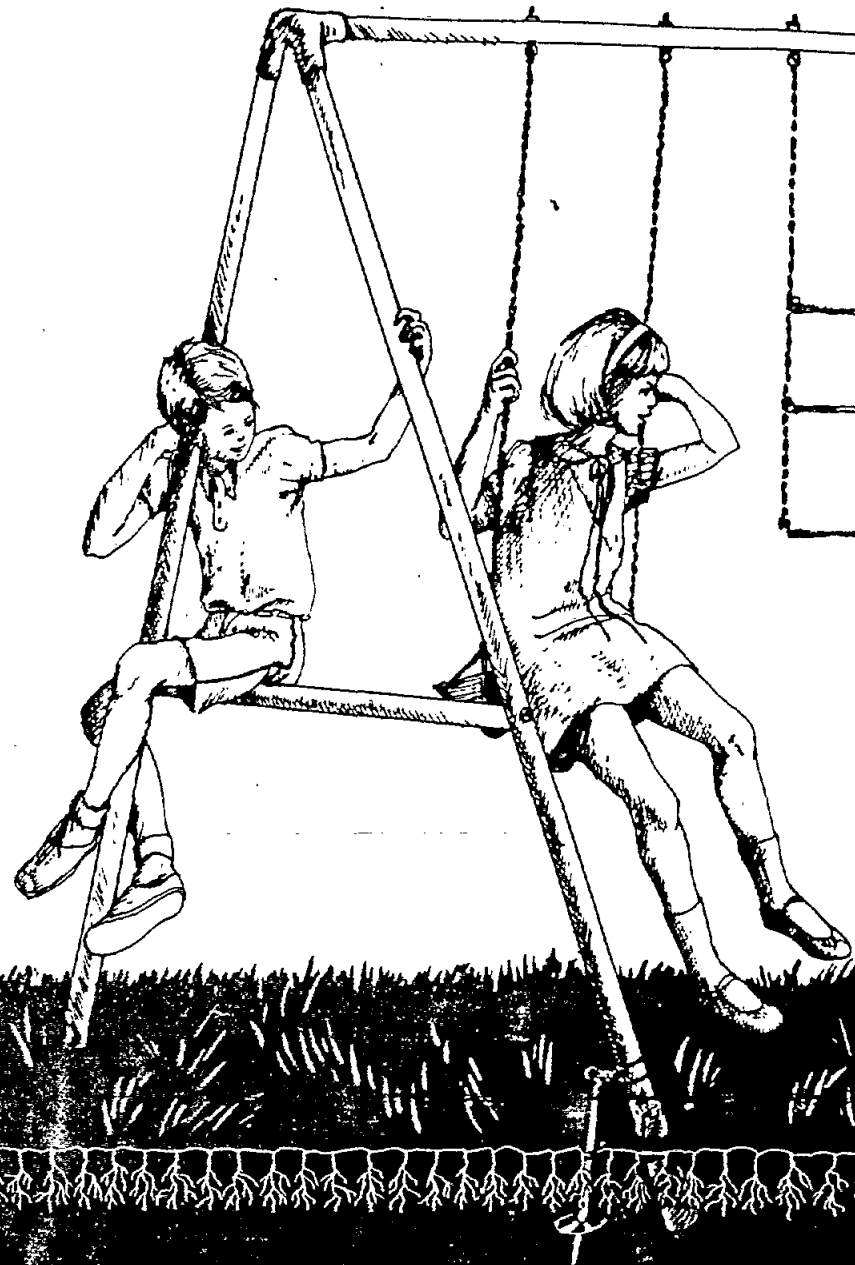
4. Operator of Facility Yes No

If no; Name of Operator Contracted to Hudson Transfer & Construction Co.
 Address P.O. Box 187, Milton, Delaware 19968
 Telephone No. 684-4221

5. Type of Wastes Accepted
- | | | |
|--|---|--------------------------------------|
| <input checked="" type="checkbox"/> Domestic | <input type="checkbox"/> Hazardous ¹ | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Industrial | <input checked="" type="checkbox"/> Agricultural | |
| <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Construction/Demolition | |

6. Service Area (Political jurisdictions and Unincorporated areas to be served by facility) _____

¹ Complete identifying list must be attached to this application including special handling precautions



AR200158

U.S. DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
Public Health Service

Public Health Service Publication No. 1792



U.S. DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Public Health Service

NATIONAL CENTER FOR URBAN AND INDUSTRIAL HEALTH

**solid wastes program
regional offices**

REGION I
John Fitzgerald Kennedy Federal Building
Boston, Massachusetts 02203
(telephone: 617-223-6687)

REGION II
837H Federal Office Building
26 Federal Plaza
New York, New York 10007
(telephone: 212-264-2523)

REGION III
220 Seventh Street, NE
Charlottesville, Virginia 22901
(telephone: 703-296-1445)

REGION IV
404 Peachtree-Seventh Building
50 Seventh Street, NE
Atlanta, Georgia 30323
(telephone: 404-526-3454)

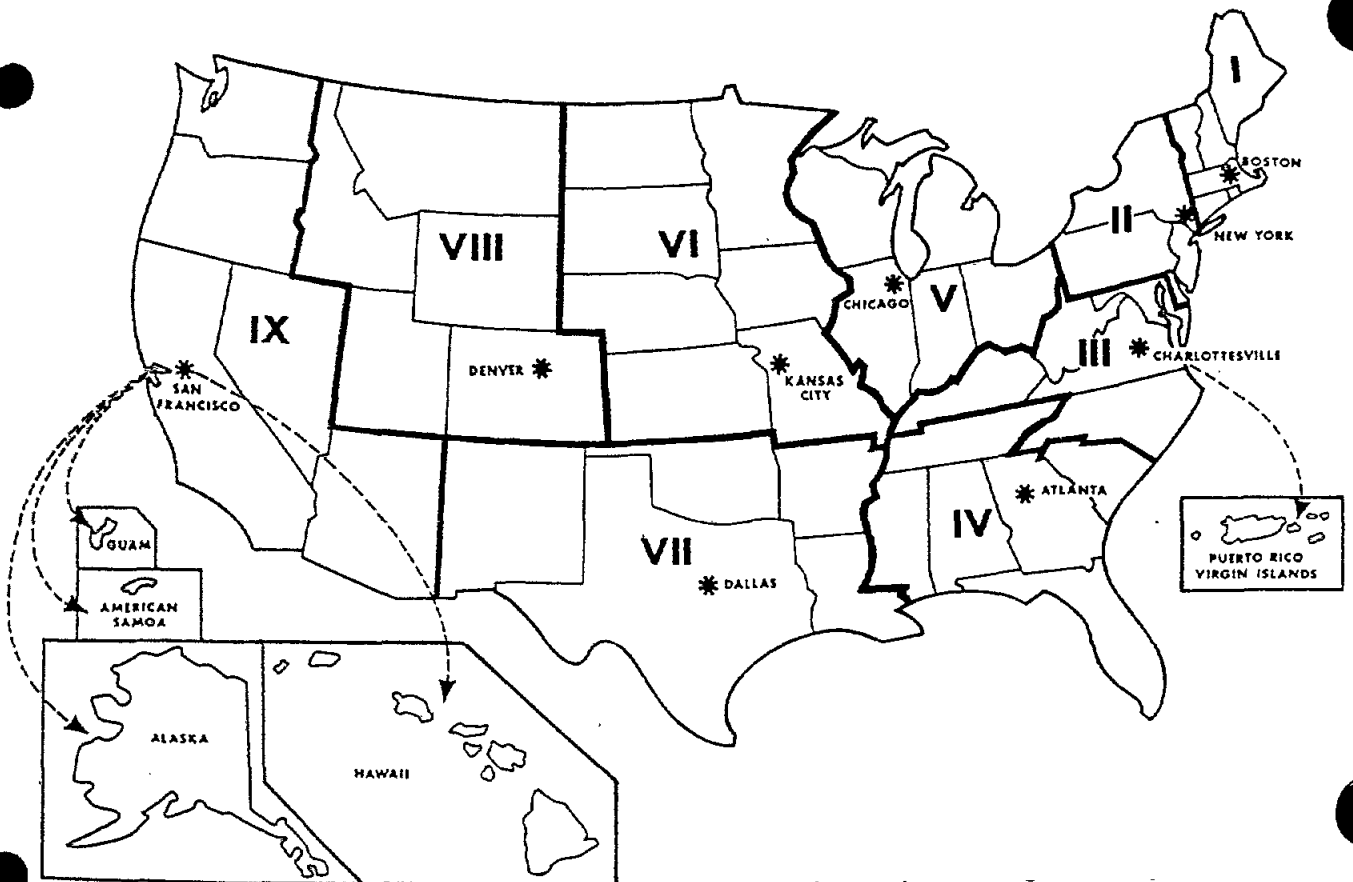
REGION V
712 New Post Office Building
433 West Van Buren Street
Chicago, Illinois 60607
(telephone: 312-353-5465)

REGION VI
Federal Office Building
601 East 12th Street
Kansas City, Missouri 64106
(telephone: 816-374-3307)

REGION VII
1114 Commerce Street
Dallas, Texas 75202
(telephone: 214-749-2007)

REGION VIII
9017 Federal Office Building
19th and Stout Streets
Denver, Colorado 80202
(telephone: 303-297-4456)

REGION IX
254 Federal Office Building
50 Fulton Street
San Francisco, California 94102
(telephone: 415-556-8480)



AR200159

Sussex County Council

COURT HOUSE
GEORGETOWN, DELAWARE 19947

PHONE

856-7702, Ex. 205

COUNCILMEN

RALPH E. BENSON, PRESIDENT
JOHN T. CANNON, SR., VICE-PRESIDENT
CHARLES W. COLE
OLIVER E. HILL
W. HOWARD WORKMAN
A. DEAN BETTS, ATTORNEY



21 January 1975

Hudson Transfer & Construction Company, Inc.
Post Office Box 187
Milton, Delaware 19968

Ref: Operation and Maintenance of
Sussex County Landfill, Site No. 5,
Laurel, Sussex County, Delaware

Gentlemen:

In response to your letter, dated 23 December 1974, to the Honorable Oliver E. Hill, President of the Sussex County Council, in which you requested an increase of \$13,721.81 for the third year of the above referenced contract, the Sussex County Council proposes the following contract modifications:

1. Beginning on 2 April 1975 and continuing through 1 April 1976, your annual payment for the services required on the referenced contract will be increased from \$33,147.56 to \$46,869.37, unless subsequently amended.
2. In the event the services henceforth are not performed in accordance with the requirements of the referenced contract, Sussex County Council reserves the right to refuse any further price adjustments and/or terminate the contract upon written notice served sixty (60) days in advance by Registered Mail, Return Receipt Requested.
3. All other terms and conditions of the referenced contract, dated 10 April 1973, remain unchanged.


AR200160

Hudson Transfer & Construction Co., Inc.

29 January 1974

Your return of one copy of this letter signed, witnessed and dated will constitute acceptance of the above contract modification.

Very truly yours,



OEH:WCH:e Oliver E. Hill, President

ACCEPTED

Hudson Transfer and Construction Co., Inc.

BY: Walter A. Hudson

TITLE: Pres.

DATE: 2-1-74

WITNESS: J. Oliver Hudson

Certified Mail,
Return Receipt Requested

AR200161

Hudson Transfer & Construction
Company, Inc.

-2-

21 January 1975

Your return of two (2) copies of this letter signed, witnessed and dated will constitute acceptance of the above contract modification.

Very truly yours,

Ralph E Benson

Ralph E. Benson, President
SUSSEX COUNTY COUNCIL

REB:FMM:jb

ACCEPTED:

HUDSON TRANSFER AND CONSTRUCTION COMPANY, INC.

By: *J. Douglas Hudson*

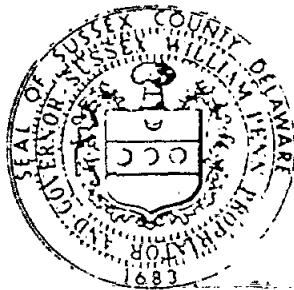
Title: *Pres*

Date: *1-30-75*

Witness: *J. Douglas Hudson*

Certified Mail,
Return Receipt Requested

AR200162



MEMORANDUM

TO: Mr. John Argo, Landfill Supervisor
FROM: Robert Wm. Martin, Director *RM*
RE: PERMIT SW-82/13 LAUREL TRANSFER STATION
SUSSEX COUNTY LANDFILL #5
DATE: August 6, 1982

Attached is a copy of the referenced permit, please see that copies are distributed and posted.

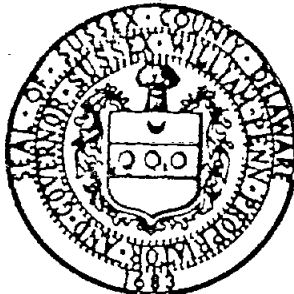
. Have we completed plans for closure dated September 12, 1980?

Please advise me of vegetation process.

b1

cc: Mr. Joseph T. Conaway
Ms. Patricia A. Lowe
Mr. Abraham Thomas

AR200164



September 12, 1980

Mr. Robert J. Touhey, P.E.
Manager
Department of Natural Resources
and Environmental Control
Division of Environmental Control
Water Resources Section
Edward Tatnall Building
Post Office Box 1401
Dover, Delaware 19901

REF: SUSSEX COUNTY TRANSFER STATION NO. 5 ✓
NEAR LAUREL, DELAWARE

Dear Mr. Touhey:

As requested in condition number two (2) of Permit: SW-80/10 Laurel Transfer Station, Laurel, Delaware, Sussex County Council hereby provides the State of Delaware Department of Natural Resources and Environmental Control Water Resources Section with the following closure plans:

1. At this time, there are no funds in our Landfill budget for vegetation on the inactive Laurel Landfill. The County is contemplating the possibility of using bond money (capital improvement funds) for vegetation costs at Landfills.
2. The Landfill at Laurel reached its capacity on August 11, 1979, Hudson Transfer and Construction Company was responsible for the closure; e.g. final cover, of the Landfill. Any environmental problems created by this Landfill for a period of five (5) years after the closure date, will be Sussex County Council's responsibility.
3. Since we have past the irrigation season (summer), Sussex County Council has no plan to sample irrigation wells during fiscal year 1980. However, if necessary we will include this type of sampling in our Quarterly sampling program. (Summer Quarter)

AR200165

(Herein called the company)

CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

Walter S. Hudson, Hudson Transfer
 100 N. 1st St., Newark, Del.
 1, Box 127
 Newark, Delaware 19801

The company hereby states that it has issued to the insured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies scheduled herein. It is furnished as a matter of information only, confers no rights upon the holder and is issued with the understanding that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

TYPE OF INSURANCE (Indicate by "X" in Box)	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY													
				BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY												
<input checked="" type="checkbox"/> Comprehensive Automobile Liability	1170517234	7/31/75	7/31/76	\$ 250,000. each person \$ 500,000. each occurrence	\$ 100,000. each occurrence												
<input checked="" type="checkbox"/> Comprehensive General Liability Manufacturers' and Contractors' Liability	11281025	7/31/75	7/31/76	\$ 300,000. each occurrence	\$ 100,000. each occurrence												
<input type="checkbox"/> Owners, Landlords' and Tenants' Liability				\$ 300,000. aggregate	\$ 100,000. aggregate												
<input type="checkbox"/> Contractual Liability																	
<input type="checkbox"/> DAD FORM CESS LIABILITY	L 179192	7/30/75	7/30/77	\$ 1,000,000. each occurrence \$ aggregate-products-completed operations Subject to self-insured retained limit and underlying insurance described in the policy.													
<input type="checkbox"/> WORKMEN'S COMPENSATION	11002500366	7/31/75	7/31/76	Coverage afforded in accordance with the Workmen's Compensation Law specified in subdivision (a) below and the Occupational Disease Law, if any, unless otherwise stated in subdivision (b) below. (a) 11 States Underwritten (b)													
<input type="checkbox"/> EMPLOYERS' LIABILITY <small>(Unless otherwise stated, the policy number, effective and expiration dates the same as those shown for workmen's compensation insurance)</small>				COVERAGE B—EMPLOYEES SUBJECT TO COMPENSATION LAW \$ 100,000. COVERAGE B—EMPLOYEES NOT SUBJECT TO COMPENSATION LAW <table border="1"> <thead> <tr> <th colspan="2">INJURY BY ACCIDENT</th> <th colspan="2">INJURY BY DISEASE</th> </tr> </thead> <tbody> <tr> <td>\$</td> <td>each employee</td> <td>\$</td> <td>each employee</td> </tr> <tr> <td>\$</td> <td>each accident</td> <td>\$</td> <td>aggregate each state</td> </tr> </tbody> </table> MEDICAL \$ each employee		INJURY BY ACCIDENT		INJURY BY DISEASE		\$	each employee	\$	each employee	\$	each accident	\$	aggregate each state
INJURY BY ACCIDENT		INJURY BY DISEASE															
\$	each employee	\$	each employee														
\$	each accident	\$	aggregate each state														

REMARKS

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization, if the address shown, notice of cancellation and, where possible, notice of any material change in any of the described policies.

Walter S. Hudson
 Hudson Transfer
 Newark County Council
 Newark, Delaware 19801

THE L & W AGENCY
 Date 7/10/75

By *[Signature]*
 Authorized Representative
 Pres.

AR200166

FRED M. MCKEE
ADMINISTRATIVE ASSISTANT
COUNTY ADMINISTRATOR



Sussex County

COURT HOUSE
P.O. BOX 589
GEORGETOWN, DELAWARE
302-350-7701
EXT. XX 288

MEMORANDUM:

12

TO: Mr. Joseph T. Conaway
Sussex County Administrator

FROM: Fred M. McKee

RE: SUSSEX COUNTY LANDFILL NO. 5
NEAR LAUREL, DELAWARE

DATE: September 27, 1976

Pursuant to your recent request, attached please find a reprint of the Sussex County property maps for the land area surrounding Sussex County Landfill No. 5 near Laurel, Delaware. The existing Sussex County Landfill No. 5 property was purchased from Mr. William J. Hopkins, Jr.

Taking property line buffer zones into account, approximately six (6) acres of land are presently used each year for solid waste disposal at Sussex County Landfill No. 5.

Chances are that for any new solid waste disposal system implemented in Sussex County to meet the current State of Delaware Solid Waste Disposal Regulation, leachate collection facilities will not be constructed at Sussex County Landfill No. 5. The construction of such facilities, if they are to occur at any existing landfills, would be at either Sussex County Landfill No. 1 near Bridgeville or Sussex County Landfill No. 2 near Millsboro. However, an entirely new site may be chosen in the Georgetown vicinity for such a system when and if it is implemented. More than likely any future solid waste disposal facilities constructed at Sussex County Landfill No. 5 in accordance with the current State of Delaware Solid Waste Disposal Regulation will be in the form of a transfer station.

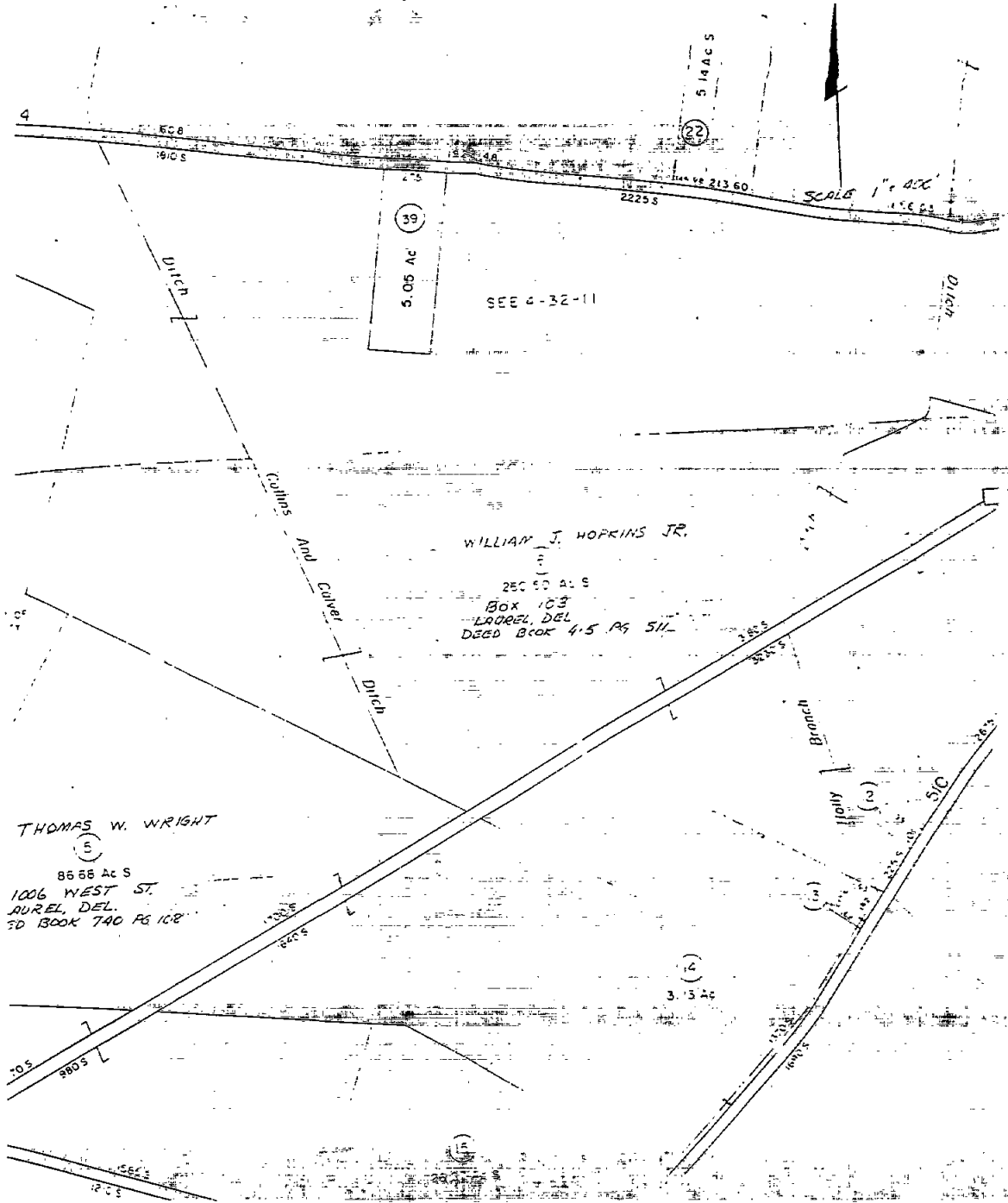
The meeting between the Sussex County Council and the Delaware Solid Waste Authority on Wednesday morning, September 29, 1976 should help to begin clearing the way in answering the questions which are indirectly presented above.

cat

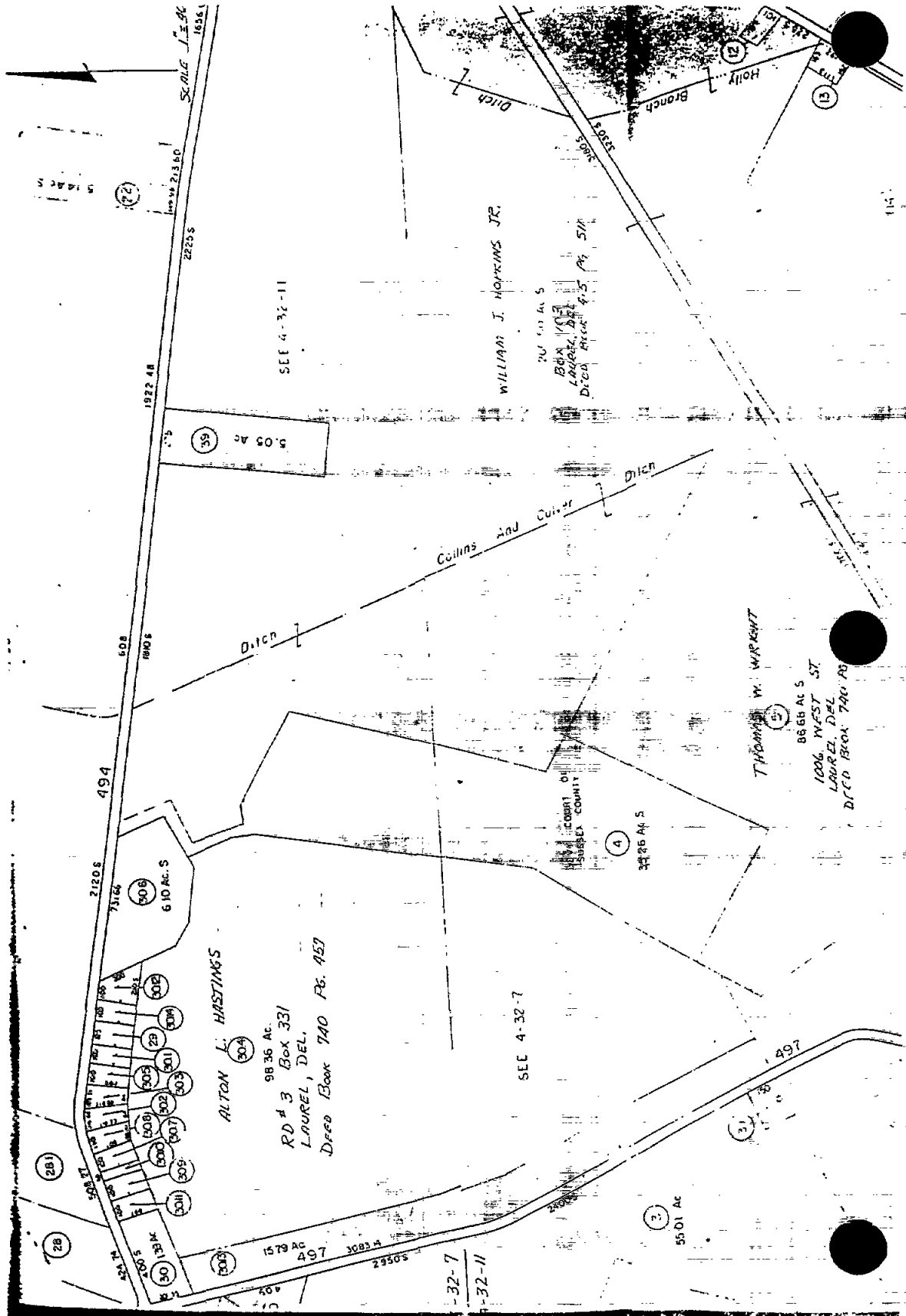
cc: ✓ Mr. John P. Argo

Attachment

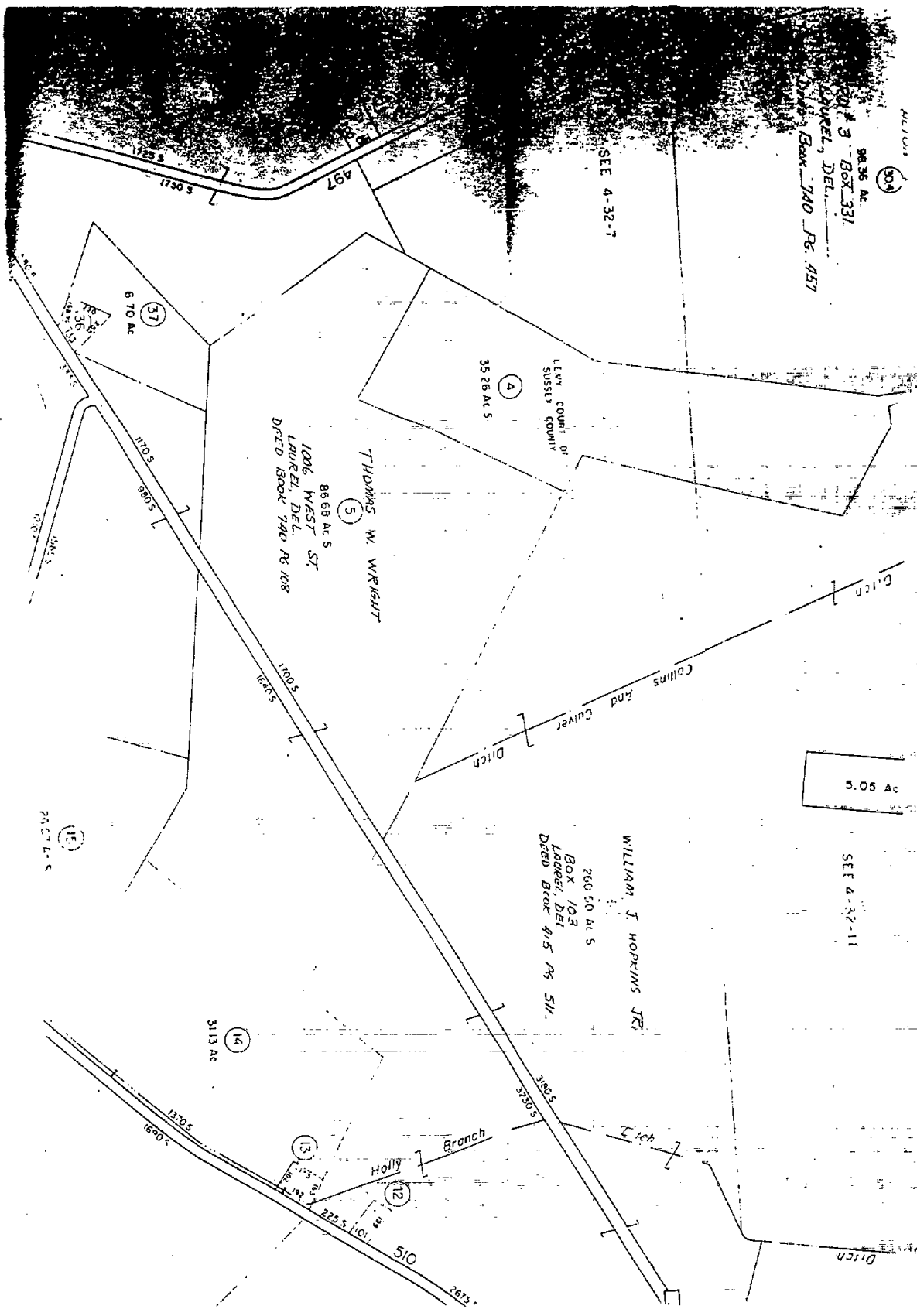
AR200167



AR200169



AR200170



98.35 Ac.
 Box 331
 LAUREL, DEL.
 Dged Book 740 Pg. 457

SEE 4-32-7

LEVY COURT OF
 SUSSEX COUNTY
 35.76 AC S

THOMAS W. WRIGHT
 86.68 AC S
 1006 WEST ST.
 LAUREL, DEL.
 DGED BOOK 740 PG 108

Collins
 And
 Cuiver
 Ditch

5.05 Ac

SEE 4-32-11

WILLIAM J. HOPKINS JR.
 200.50 AC S
 BOX 103
 LAUREL, DEL.
 DGED BOOK 415 PG 511

31.13 AC

Holly
 Branch
 Ditch

AR200171

6. Continued

a. Total Population Served 15,000

7. County or Municipal Zoning Approval Yes No

8. Is this facility in the Coastal Zone? Yes No

9. Engineering Plans Attached? Yes No

10. Project description (Narrative may be attached separately)

11. Summary of all facility waste effluents stating source, treatment, and final destination attached? Yes No

12. Operating Parameters

a. Estimated Quantities of Wastes in No. 5 above

Annual		Daily	
Wt.	Vol.	Wt.	Vol.
42,098,950	120,257	137,515	392.9

b. No. of employees and job descriptions (Briefly) Attendant, Reliefman and machine operator

c. Operation: Hrs./day 8½ Days/Yr. 306

d. Identification of refuse handling equipment to be utilized including type and size of each piece attached? Yes No

e. Operating procedure attached? Yes No

AR200172

THE FOLLOWING INFORMATION SHALL BE MADE A PART OF THIS APPLICATION

13. General Plans (Two copies to be submitted)
- a. Site Plan showing location of buildings
 - b. Plan showing existing surface waters on or in proximity of the site
(Scale of 200, or less, feet to one inch)
14. Location Map Showing
- a. Area of the facility
 - b. Water supply wells and residences within a one-mile radius of the facility
 - c. Zoning restrictions
 - d. Access roads to facility
 - e. Expected traffic patterns

THE FOLLOWING INFORMATION SHALL BE SUBMITTED FOR SANITARY AND INDUSTRIAL LANDFILL

- 12a. (1) Method of Operation
 Trench Ramp Area Other _____
- (2) Site: Acreage 38.6 Usable Disposal Volume 396,419
- (3) Estimated life of landfill _____ yrs.
- (4) Estimated degree of compaction _____ lb/yd³
- (5) Describe characteristics of soil to be utilized for intermediate and final cover of wastes _____
- (6) Quantity of suitable cover material at site _____ yd³
- (7) Quantity of suitable cover which shall be hauled to site _____ yd³
- 13a. Topographic maps showing existing contours and proposed completed fill contours shall be shown at five foot intervals or less. These maps shall serve as a general plan of the landfill and shall show:
- (1) Proposed fill and borrow areas
 - (2) Planned progression of operations
 - (3) Special fill areas for hazardous, bulky or other wastes
 - (4) Location of water monitoring wells

AR200173

13a. Continued

- (5) Location of monitoring points or vents (if any) for (decomposition) gases
- (6) At least one cross-section through the site showing the estimated high groundwater table, three foot buffer zone, and depth of waste deposits.

14a. Map showing planned use for completed landfill area

15. Engineering plans for leachate collection treatment and disposal system

16. Contingency Plans describing

- a. Changes in operations or operating areas which may be necessitated by incle weather.
- b. Fire control measures
- c. Vector control program

17. Site Geological report. A report on exploratory investigations, including a series of soil borings, sufficient in number to give a valid indication of the underlying soil and groundwater flow conditions.

AR200174



Landfills
No. 5

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
& ENVIRONMENTAL CONTROL
DIVISION OF ENVIRONMENTAL CONTROL
WATER RESOURCES SECTION
EDWARD TATNALL BUILDING
P O BOX 1401
DOVER DELAWARE 19901

TELEPHONE (302) 678 4761

July 2, 1979

Permit: SW-79/09
Laurel Transfer Station
Laurel, Delaware

Mr. John Argo
Sussex County
P. O. Box 589
Georgetown, Delaware 19947

Dear Mr. Argo:

Pursuant to the provisions of the Delaware Solid Waste Disposal Regulation, Section 3.06 (a), a permit is hereby granted to Sussex County to construct and operate a solid waste transfer station at Laurel, Delaware. The transfer station shall be operated in accordance with your permit application dated May 30, 1979.

This permit is issued subject to the following conditions:

1. The operation shall be conducted in accordance with the information submitted in the permit application and provisions of the Delaware Solid Waste Disposal Regulation. Closure of the Laurel landfill shall be in compliance with the Delaware Solid Waste Disposal Regulations.
2. Solid waste collected at the transfer station shall be transported to the Bridgeville Landfill.
3. Representatives of the Department of Natural Resources and Environmental Control may, at any reasonable time, inspect this operation and facility.
4. This permit shall expire in one year, subject to renewal. Within ninety (90) days from the expiration date of this permit, the permittee shall notify the Department on plans for renewal.

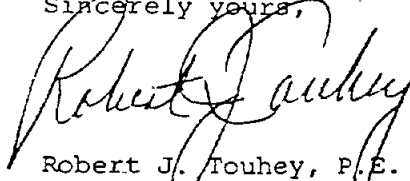
AR200175

4

Permit: SW-79/09
Laurel Transfer Station
Page Two

5. A copy of this permit shall be available at the facility at all times.
6. This permit shall be revoked upon violation of any of the preceding conditions or provisions of the Delaware Solid Waste Disposal Regulation.

Sincerely yours,



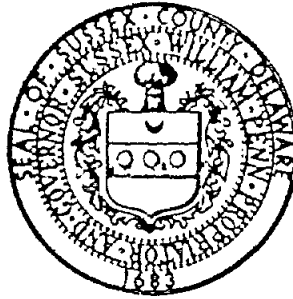
Robert J. Touhey, P.E.
Manager

RJT:KRW:ltg

cc: Mr. Thomas P. Eichler, Director
Mr. Kenneth R. Weiss
Mr. Phil Ellingsworth

AR200176

JOSEPH T. CONAWAY
COUNTY ADMINISTRATOR



Sussex County
COURTHOUSE
GEORGETOWN, DELAWARE 19947
302-856-7702

10

March 17, 1980

Mr. Robert W. Parks
Customer Engineer Agent
Delmarva Power and Light Company
Cambridge, Maryland 21613

REF: SUSSEX COUNTY TRANSFER STATION NO. 5

Dear Mr. Parks:

After reviewing the right-of-way agreement, which was attached to your January 29, 1980 letter, with Sussex County Attorney, Dennis L. Schrader, it was noticed the following correction should be made:

The correct name of the grantee is "Sussex County, a political subdivision of the State of Delaware" not "The Levy Court of Sussex County".

Please make the above correction and send the new agreement to my office so that I may have it executed by the President of the Sussex County Council and attested to by the Clerk of the Council.

Very truly yours,

PUBLIC WORKS AND SPECIAL SERVICES

Rodney L. Wyatt
Rodney L. Wyatt
Public Works Engineer

cc: Mr. Joseph T. Conaway
Mr. John P. Argo

RLW:kk

AR200177



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
& ENVIRONMENTAL CONTROL
DIVISION OF ENVIRONMENTAL CONTROL
WATER RESOURCES SECTION
EDWARD TATNALL BUILDING
P. O. BOX 1401
DOVER, DELAWARE 19901

10

TELEPHONE (302) 736-4761

August 28, 1980

Permit: SW-80/10 (Renewal of SW-79/09)
Laurel Transfer Station
Laurel, Delaware

Mr. Rodney Wyatt
Sussex County
P. O. Box 489
Georgetown, Delaware 19947

Dear Mr. Wyatt:

Pursuant to the provisions of the Delaware Solid Waste Disposal Regulation, Section 3.06 (a), a permit is hereby granted to Sussex County to operate a solid waste transfer station at Laurel, Delaware. The transfer station shall be operated in accordance with the permit application dated May 30, 1979, the request for renewal dated May 9, 1980, and the ground-water monitoring results dated June 23, 1980.

This permit is issued subject to the following conditions:

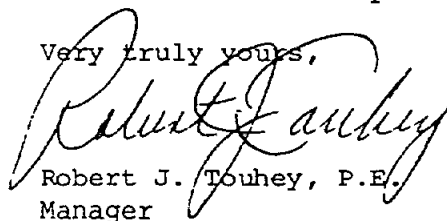
1. The operation shall be conducted in accordance with the information submitted in the permit application and provisions of the Delaware Solid Waste Disposal Regulation.
2. Closure of the Laurel Landfill shall be in compliance with Section 6.03 (h) of the Delaware Solid Waste Disposal Regulation. Within sixty (60) days from the date of this permit, you shall submit to the Department closure plans for the Laurel Landfill. The closure plans shall address the following requirements:
 - a. Providing complete vegetation on the inactive landfill,
 - b. The identification of the parties to be responsible for the closure and for the clean-up of any environmental problem created by the landfill, and
 - c. Sampling of irrigation and domestic wells near the landfill to determine the impact of potential ground-water contamination being generated at the closed landfill. The sampling program is necessary based on a review of the hydrogeologic report submitted by Sussex County on June 23, 1980. The sampling program shall consider the potential draw down of monitoring wells when the irrigation wells are being pumped, as recommended on page 10-6 of the hydrogeologic report.

AR200178

The plans shall also include specific dates when tasks a, b, and c above will be completed.

3. Quarterly, you shall sample ground-water monitoring wells LS-1, LS-2, LS-3, LS-4, and LD-1 for COD, TDS, pH, NH₃-N, TOC, Fe, Mn, Cl, and Specific Conductance. Prior to analysis, the samples shall be filtered through a 0.45 micron pore size filter. You shall also measure the depth to water in each ground-water monitoring well. You shall notify the Department within thirty (30) days prior to the sampling of the monitoring wells for the purpose of split-sampling with the Department. Within sixty (60) days after the sampling date, you shall submit the results to the Department. The ground-water monitoring system shall be maintained for a minimum of five (5) years from the date of closure.
4. Harvestable or cultivated crops shall not be used as a vegetative cover at the inactive landfill site at any time.
5. Should a complete vegetative cover fail to minimize the generation of leachate, you shall submit plans to cover the landfill with a less permeable cover than sand.
6. Solid waste collected at the transfer station shall be transported to the Bridgeville Landfill.
7. Representatives of the Department of Natural Resources and Environmental Control may, at any reasonable time, inspect this operation and facility.
8. This permit shall expire in one year, subject to renewal. Within ninety (90) days from the expiration date of this permit, the permittee shall notify the Department on plans for renewal.
9. A copy of this permit shall be available at the facility at all times.
10. This permit shall be revoked upon violation of any of the preceding conditions or provisions of the Delaware Solid Waste Disposal Regulation.

Very truly yours,


Robert J. Touhey, P.E.
Manager

RJT:KRW:LAH:ltg

cc: Mr. Thomas P. Eichler
Mr. Kenneth R. Weiss
Ms. Lisa A. Hamilton
Mr. John Argo

AR200179

Mr. Robert J. Touhey, P.E.

September 12, 1989

Page 2

If you have any additional questions or comments, please contact my office.

Very truly yours,

PUBLIC WORKS AND SPECIAL SERVICES



Rodney L. Wyatt
Chief of Public Works

cc: Mr. Joseph T. Conaway
Mr. Kenneth R. Weiss
Mr. John P. Argo

AR200180

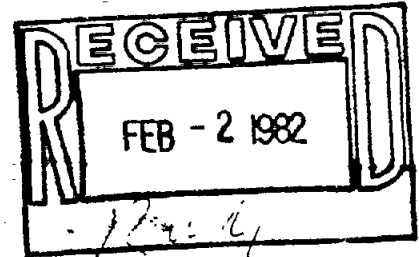


10

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
& ENVIRONMENTAL CONTROL
DIVISION OF ENVIRONMENTAL CONTROL
WATER RESOURCES SECTION
EDWARD TATNALL BUILDING
P O Box 1401
DOVER, DELAWARE 19901

TELEPHONE (302) 736-4761

January 27, 1982



Mr. Rodney Wyatt
Sussex County
P. O. Box 489
Georgetown, Delaware 19947

Dear Mr. Wyatt:

This office is presently reviewing our Solid Waste permits and approvals to verify that they be issued to the proper legal entity. This is a statutory requirement in Delaware. Since your operation is permitted or approved under Chapter 60, please complete the enclosed "Certificate of Applicant" form and return it to this office.

We appreciate your assistance regarding this matter. If you should have any questions, please do not hesitate to contact this office at 736-4781.

Very truly yours,

Kenneth R. Weiss
Supervisor/Environmental Engineer

KRW:LJN:mas

cc: Robert J. Touhey
Manju R. Nair
Linda J. Norton
Joan Brown

PATTI
PLEASE CHECK LANDFILL FEES +
copy from LAST YEARS report

AR200181

11
February 23, 1972

Marshall Pusey Agency, Inc.
16 East Market Street
Laurel, Delaware 19956

Re: Sussex Sand & Gravel Inc.
Landfill Site #5
Laurel, Delaware

Dear Mr. Pusey:

You have requested us to furnish you with the necessary bond forms so that you may issue a new bond with another company, since The Glen Falls Insurance Company will not longer continue the bond on Land Fill #5 for Sussex Sand & Gravel.

We are enclosing a copy of the type of bond that may be used.

If you have any questions, call and if I can be of any further assistance to you I will be happy to oblige.

Very truly yours,

William C. Henry, P..E.
County Engineer

WCH:rsh

AR200182

CERTIFICATE OF APPLICANT

I HEREBY CERTIFY THAT THE APPLICANT IS:

a Delaware resident residing therein at: _____

or

a nonresident residing at: _____
but owning property in Delaware at: _____

or

a Delaware corporation, whose registered agent in accordance with 8 Del. C. §732 is: SUSSEX COUNTY COUNCIL
address: P.O. Box 589 GEORGETOWN, DE. 19947

or

a foreign corporation organized in the State of _____
and authorized to do business in the State of Delaware pursuant to 8 Del. C. §371, whose registered agent in the State of Delaware is: _____
address: _____

or

a partnership, firm or association, with certificate on file with the Prothonotary of _____ County in the State of Delaware, recorded in Book _____ at Page _____ in accordance with 6 Del. C. §3101.

or

other: _____

Robert W^M MARTIN
(SUSSEX COUNTY COUNCIL)
(typed or printed name)

PUBLIC WORKS DIRECTOR
(typed or printed title)

P.O. Box 589
(Address)

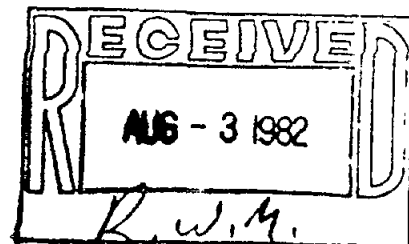
GEORGETOWN, DE 19947


Signature

AR200183



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
& ENVIRONMENTAL CONTROL
DIVISION OF ENVIRONMENTAL CONTROL
WATER RESOURCES SECTION
EDWARD TATNALL BUILDING
P.O. BOX 1401
DOVER, DELAWARE 19901



TELEPHONE (302) 736-4761

July 22, 1982

Permit: SW-82/13 (Renewal of SW-80/10)
Laurel Transfer Station - Sussex
County Landfill #5

Mr. Robert Wm. Martin, Director
Sussex County Public Works and
Special Services
P. O. Box 589
Georgetown, Delaware 19947

Dear Mr. Martin:

Pursuant to the provisions of the Delaware Solid Waste Disposal Regulation, Section 3.06(a), a permit is hereby granted to Sussex County to operate a solid waste transfer station at Laurel, Delaware. The transfer station shall be operated in accordance with the application dated May 30, 1979, and the request for renewal dated May 26, 1982.

This permit is subject to the following conditions:

1. This operation shall be conducted in accordance with the information submitted in the application and provisions of the Delaware Solid Waste Disposal Regulation.
2. Closure of the Laurel landfill shall be in compliance with Section 6.03(h) of the Delaware Solid Waste Disposal Regulation. In addition to your closure plans dated September 12, 1980, you shall provide suitable vegetation on the inactive landfill.
- 3.a. Semi-annually, in April and October, the permittee shall sample groundwater monitoring wells LS-2, LS-4 and LD-1 for TDS, pH, $\text{NH}_3\text{-N}$, Fe, Cl, Specific Conductance, $\text{NO}_3\text{-N}$ and Mn. You shall submit the results to the department within thirty (30) days from the sampling date or as soon as possible thereafter.
- b. Annually, in April, the permittee shall sample groundwater monitoring wells LS-1 and LS-3 for TDS, pH, $\text{NH}_3\text{-N}$, Fe, Cl, Specific Conductance, $\text{NO}_3\text{-N}$ and Mn. You shall submit the results to the department within thirty (30) days from the sampling date or as soon as possible thereafter.

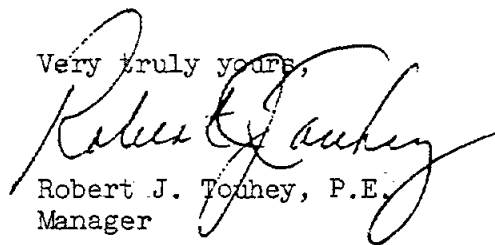
Prior to analyzing for TDS, Fe and Mn, the samples shall be filtered through at 0.45 micron pore size filter.

AR200184

Permit: SW-82/13 (Renewal of SW-80/10)
Laurel Transfer Station - Sussex
County Landfill #5
July 22, 1982
Page Two

4. Quarterly, in January, April, July and October, the permittee shall measure the depth to water in groundwater monitoring wells LS-1, LS-2, LS-3, LS-4 and LD-1 and determine the water elevations in each. The results shall be submitted to the department within thirty (30) days of the date measurements were made or as soon as possible thereafter.
5. Harvestable or cultivated crops shall not be used as a vegetative cover at the inactive site at any time.
6. Solid waste collected at the transfer station shall be transported to the Bridgeville Landfill.
7. You shall ensure that all garbage is contained within the transfer station bin, and that no littering occurs.
8. Representatives of the Department of Natural Resources and Environmental Control may, at any reasonable time, inspect this operation and facility.
9. This permit shall expire in one (1) year subject to renewal. Within ninety (90) days from the expiration date of this permit, you shall notify the Department on plans for renewal.
10. A copy of this permit shall be available at the facility at all times.
11. This permit may be revoked upon violation of any of the preceding conditions or provisions of the Delaware Solid Waste Disposal Regulation.

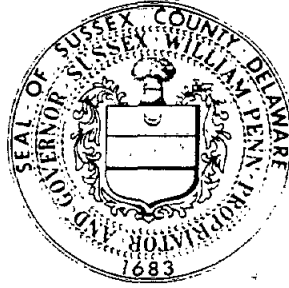
Very truly yours,


Robert J. Touhey, P.E.
Manager

RJT:LJN:mas

cc: Thomas P. Eichler
Kenneth R. Weiss
Manju R. Nair
Linda J. Norton
Lisa A. Hamilton
Joseph Conaway

AR200185



2

MEMO TO: Sussex County Council
FROM: William C. Henry, County Engineer
SUBJECT: Renewal of Operating Contract Land Fill No. 5, Laurel
DATE: April 26, 1972

Attached is a copy of Sussex Sand & Gravel, Inc. April 21 letter requesting certain increases in their payment for the subject contract for the third year of operation.

Items 1, 4, 5, 6 & 7 should be allowed since they represent direct increases in cost to the contractor. The aforementioned items total \$1,274.60.

Item 2 represents the cost of an extra operator for three days which the contractor claims was necessary to transport cover material a greater distance than was originally anticipated by the test borings. The borings which influenced the contractors bid indicated he would be able to excavate as deep as 13 feet, whereas he has only been able to excavate 5 to 7 feet in depth, because of high water table. I feel this \$86.40 requested under this item for the third year of operation is questionable, since this condition should have been evidenced prior to the renewal of the second year of operation.

agreed
Item 3 in the amount of \$625.00 for an extra man to direct traffic on Saturdays, should not be necessary for any significant time period since the County has purchased what we believe to be sufficient signs indicating locations where various types of waste material are to be deposited. If any allowance is made for this cost, I would recommend approximately 1/3 of the amount requested.

Item 8 in the amount of \$1,920.00 to cover extra trucks and equipment to catch up on the required 24 inch cover over completed cells, should not be allowed at all. The requirement of 24" of cover over these areas was specified in the original contract

AR200186

SUSSEX SAND & GRAVEL, INC.

PHONE 302-934-7928

P. O. BOX 49-P
MILLSBORO, DELAWARE 19966

April 21, 1972

Sussex County Council
Sussex County Engineer Office
Georgetown, Del.

RE: Revised request for contract renewal, Sanitary Landfill #5

Gentlemen:

In response to your request, we herewith list a breakdown of our increased costs, of which we requested \$1599.60:

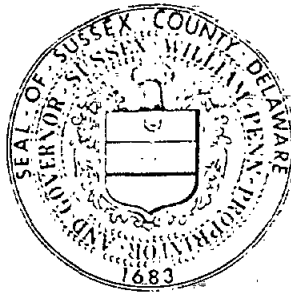
1). Primary operator's labor rate (5%)	\$ 514.80	OK
2). ^{Extra} Substitute operator 3 extra days.....	86.40	Δ
3). Extra man to direct traffic to pit on Saturdays due to increased tonnage not allowing operator to complete his other duties by night. (25 extra days)	625.00	6, views
4). Machine replacement parts - up 15% (\$2800).....	420.00	OK
5). Machine repairs- labor - up 10% (\$1150).....	115.00	OK
6). Fuel costs- up 1¢ per gal.	124.80	OK
7). Misc. expenses and insurance increases.....	100.00	OK
8). Trucks and extra machine 6 days to achieve 24" cell cover assuming we are allowed to wait until we are actually digging the new cells closest to the areas needing cover	1,920.00	cut
Total expected	\$3,906.00	

WE were previously willing to absorb item #8 assuming we could time the covering process to best suit us. The necessity for all this additional expenditure came about by the fact that we have only been able to dig to a depth of 4-4½ feet most of the time. We have never achieved the depths we were supposed to according to your test borings. As you know, at 4' depth, we only have 50% daily coverage material left, whereas had we been able to dig 8', we would have 75% daily coverage material to use.

In response to requests by Mr. Talley for the required 24" of cover, (in which he is correct in doing his job), we started work on item #8 April 14-15th, hauling the fill across the entire dumpsite. If it is your wish that we continue this covering process at this time rather than after the pulpwood cutters are out of our way and we can dig adjacent to our fill requirements, then

AR200187

WILLIAM C. HENRY, P.E.
COUNTY ENGINEER



Sussex County

COURTHOUSE
GEORGETOWN, DELAWARE 19947
302-856-7702

April 10, 1973

Hudson Transfer & Constr. Co., Inc.
P. O. Box 187
Milton, Delaware 19968

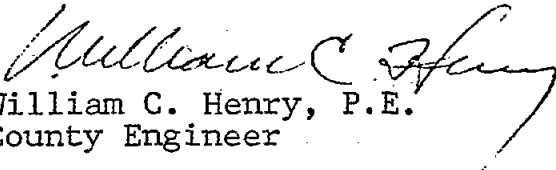
Re: Operating Contract
Landfill No. 5, Laurel

Dear Mr. Hudson:

Transmitted herewith is your copy of the referenced Contract executed this date by Sussex County Council.

The original of this Contract is being forwarded to Ralph Sidwell, Finance Director of Sussex County where it will be kept as a permanent record.

Very truly yours,


William C. Henry, P.E.
County Engineer

WCH/jb

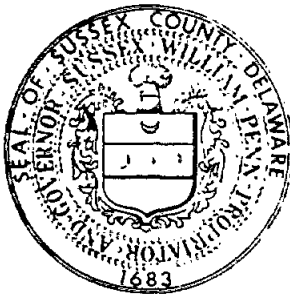
Enclosure

cc: Ralph Sidwell
Finance Director

(CERTIFIED MAIL - RETURN RECEIPT REQUESTED)

AR200188

WILLIAM C. HENRY, P.E.
COUNTY ENGINEER



Sussex County

COURTHOUSE
GEORGETOWN, DELAWARE 19947
302-856-7701

June 1, 1973

Hitchens Bros., Inc.
Cemetery Road
Selbyville, Delaware 19975

Attention: Mr. Oliver Hitchens

Re: Landfill Cover
Landfill No. 5 Laurel, Dela.

Gentlemen:

This Reminder is to inform you of work not completed at Landfill Site No. 5. Under conditions of your Contract, Contractor's Responsibilities, Section "C" Supplemental Regulations: No. 7 & 8. Exhibit "A" Section 38.4, (B) No. 3 explains final cover. Also Exhibit "B" of contract, page #8 subject cover explains final cover.

It is felt that your Company has had reasonable time since your contract ended March 31, 1973 to have completed work on this Landfill.

Mr. Douglas Hudson has informed me that the aforementioned is holding up his plan of operation.

You are directed to complete your work referred to above no later than June 30, 1973.

If you have any questions regarding this matter, you are requested to contact this office.

Very truly yours,

John Argo
John Argo
LANDFILL SUPERVISOR

JA/jb

cc: William C. Henry, P.E.
County Engineer

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

AR200189



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
& ENVIRONMENTAL CONTROL
DIVISION OF ENVIRONMENTAL CONTROL
WATER RESOURCES SECTION
EDWARD TATNALL BUILDING
PO BOX 1401
DOVER, DELAWARE 19901

TELEPHONE (302) 678-4761

February 12, 1981

Mr. Joseph T. Conaway
County Administrator
Sussex County Courthouse
Georgetown, Delaware 19947

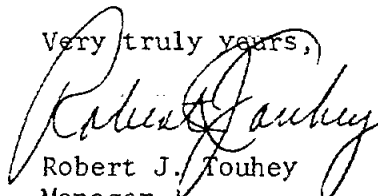
Dear Mr. Conaway:

The Division of Environmental Control, in cooperation with the U.S. Environmental Protection Agency, is conducting an inventory of all the landfill, sludge disposal, and surface impoundment sites in the State of Delaware. Enclosed is a copy of the Federal Register containing the criteria the sites will be evaluated against and the questions leading to a criterion compliance decision.

Section 257.3-4 of the criteria involves ground-water quality at the disposal site. The Division will be sampling the ground water at Sussex County Landfills #1, #2, #4, #5, and #6 to determine compliance with the ground water criterion on the following dates: the week of February 16; the week of June 9; the week of September 14; and the week of December 7, 1981. Please feel free to accompany the Division on these dates and split the ground-water samples. If you have a contractor who is doing quarterly ground-water monitoring for you, the Division would like to accompany the contractor and split samples on the dates the contractor will be sampling.

Please let us know if you plan on splitting samples with the Division or when your contractor will be sampling. If you have any questions, please call Kenneth R. Weiss at the Solid Waste Management Branch at (302) 736-4781.

Very truly yours,


Robert J. Touhey
Manager

RJT/LAH/tj
Enclosure

cc: Kenneth R. Weiss
Lisa A. Hamilton
Garrett H. Arai

AR200190

2

SUSSEX COUNTY LEVY COURT - SANITARY LANDFILL SITE NO. 5
TABULATION OF BIDS RECEIVED TUESDAY, 10 MARCH 1970

Management and Operation of Sanitary Landfill Site #5, near Laurel, Sussex County, Delaware

	<u>Per Year</u>	
1. Sussex Sand and Gravel, Inc. Post Office Box 49-P Millsboro, Delaware 19966 (Oliver L. Hitchens, President) 934-7928	\$28,900.00	Certified check for \$2,890.00 on Baltimore Trust Company Selbyville, Delaware
2. W. Paynter Sharp & Son, Inc. R. D. 1, Box 223 Milton, Delaware 19968 684-8508	\$35,964.00	Bid Bond for \$3,600.00 Fidelity and Deposit Company of Maryland
Gate House and Fencing at Sanitary Landfill Site #5, near Laurel, Sussex County, Delaware		
1. Jamison and Simpler 107 N. Bradford Street Seaford, Delaware 19973 629-2280	\$ 7,695.00	Certified check for \$769.00 on Bank of Delaware
2. Dale R. Pepper, Jr., Inc. 201 E. Laurel Street Georgetown, Delaware 19947 856-2551	\$ 8,215.00	Certified check for \$821.50 on Farmers Bank of the State of Delaware
3. Bay Construction Co. 15 E. North Street Dover, Delaware 19901 875-3145	\$ 8,600.00	Bid Bond for 10% of Bid plus alternates
Sign at Site #5	\$ 175.00	
1. Don Penuel R. D. #2, Box 93 Georgetown, Delaware 19947 856-2571 (Extension 239)		

ASSOCIATED DELAWARE ENGINEERS, INC.
CONSULTING ENGINEERS

1315 N. UNION STREET • WILMINGTON, DELAWARE 19806
Area (302) 655-3626

PRINCIPALS:

FRANK T. LYNCH, P.E.
LOUIS H. DOANE, P.E.
ERNEST S. VANDEMARK, P.E.
H. GILROY DAMON, P.E.
ALICK MURRAY, P.E.
VINCENT M. BOYCE, P.E.

REGISTERED ENGINEERS:

DELAWARE
MARYLAND
NEW JERSEY
NEW YORK
NORTH CAROLINA
PENNSYLVANIA
VIRGINIA

13 March 1970

Sussex Sand and Gravel, Inc.
Post Office Box 49-P
Millsboro, Delaware 19966

Attention Mr. Oliver L. Hitchens, President

Re: Sussex County Sanitary Landfill Site #5
Near Laurel, Delaware

Gentlemen:

As instructed by the Sussex County Levy Court, we hereby accept your price for Management and Operation of Sussex County Disposal Site #5, located near Laurel, Delaware, in the sum of Twenty-Eight Thousand, Nine Hundred and 00/100 Dollars (\$28,900.00).

Please advise this office of the time at which you can have the Performance Bond available, in order that contract agreements may be signed.

Very truly yours,

Joseph E. Plotts, Jr., P. E.

JEP:ar

cc: Sussex County Levy Court ✓

Mr. Frederic L. Stiegler, Jr.
State Board of Health

AR200192

Sussex County Council 2

COURT HOUSE
GEORGETOWN, DELAWARE 19347

COUNCILMEN
RICHARD L. TIMMONS, Pres.
WILLIAM B. CHANDLER, JR.
JOHN L. BRIGGS
JAMES C. SABO, Attorney

PHONE
856-7702, Ext. 200

March 2, 1971

Sussex Sand & Gravel Inc.
P.O. Box 49-P
Millsboro, Delaware 19966
Att: Mr. K.G. Law, Sec. & Treas.

Re: Landfill Site # 5, Laurel

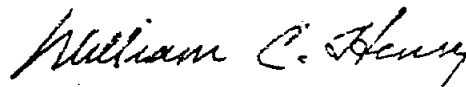
Gentlemen:

Attached is a photo copy of a 24 February letter from Continental Insurance Companies concerning the performance bond for the referenced contract. Please furnish this office with a substitute performance bond for the renewal period of 1 April 1971 to 1 April 1972.

Upon receipt of same, we will furnish Continental with their requested reply.

The renewal contract is being prepared by our legal department and will be forwarded for your firm's signature and seal within the next few days.

Very truly yours,



William C. Henry, P.E.
County Engineer

Enclosure 1
WCH:rsh

CC: County Council
Continental Insurance Companies
400 Market Street
Philadelphia, Pa. 19106

AR200193

APPENDIX B

ADDRESSES OF FORMER LANDFILL OPERATORS

AR200194

Sussex County Levy Court

PAGE

2

March 10, 1971

Sussex Sand and Gravel Inc.
Millsboro Highway
Millsboro, Delaware

Re: Landfill Site # 5, Laurel

Gentlemen:

Enclosed is your copy of the renewal contract for operation
at referenced project.

Very truly yours,

William C. Henry, P.E.
County Engineer

WCH: rsh

AR200195

SUSSEX COUNTY LANDFILLS

LANDFILL # 1 - BRIDGEVILLE	Opened: October 1, 1969 Closed: *
LANDFILL # 2 - STOCKLEY	Opened: December 23, 1969 Closed: ** 6-30-83
LANDFILL # 3 - ANGOLA	Opened: December 29, 1969 Closed: June 30, 1980 Opened as Transfer: July 1, 1980
LANDFILL # 4 - ANDERSONS CROSSROADS	Opened: March 1, 1970 Closed: January 29, 1982 Opened as Transfer: January 30, 1982
LANDFILL # 5 - LAUREL	Opened: May 11, 1970 Closed: August 11, 1979 Opened as Transfer: August 13, 1979
LANDFILL # 6 - OMAR	Opened: April 20, 1971 Closed: February 9, 1980 Opened as Transfer: February 11, 1980

** Landfill # 2 is expected to close on June 30, 1983 and open as a transfer on July 1, 1983.

* Landfill # 1 is expected to close on June 30, 1984 and open as a transfer on July 1, 1984.

AR200196

SUSSEX SAND & GRAVEL, INC.

2

PHONE 302-934-7928

P. O. BOX 49-P
MILLSBORO, DELAWARE 19966

March 9, 1970

TO: Mr. John L. Briggs, President
Sussex County Levy Court
Courthouse
Georgetown, Delaware 19947

Dear Sir:

Having carefully examined the General Conditions and Specifications entitled "Specifications for Management and Operation of Sussex County Disposal Site #5, located on County Route No. 494, near Laurel, in Sussex County, Delaware", and drawings similarly entitled, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all materials and labor called for by them for the sum of Twenty eight thousand nine hundred Dollars (\$28,900.00) per year.

Surety in the sum of ten percent (10%) of the bid price, Two thousand eight hundred ninety Dollars (\$2890.00) in the form of a certified check, is submitted herewith.

In submitting this bid, it is understood that the right is reserved by the County to reject any and/or all bids and waive informalities therein, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

FIRM NAME SUSSEX SAND & GRAVEL, INC.
ADDRESS P. O. BOX 49-P MILLSBORO, DEL.
BY *O. L. Litchner*
TITLE Pres

AR200197

WILLIAM C. HENRY, P.E.
COUNTY ENGINEER



Sussex County

COURTHOUSE
GEORGETOWN, DELAWARE 19947
302-856-7701

June 11, 1973

Hudson Transfer & Construction Co., Inc.
P. O. Box 187
Milton, Delaware 19968

Attention: Mr. W. Douglas Hudson

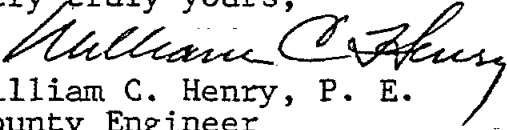
Re: Operation and Maintenance Contract
Landfill No. 5, Laurel, Delaware

Gentlemen:

On 25 May 1973, a letter was directed to you over the signatures of the County Administrator and myself concerning the quality of your work at the referenced landfill site. Please be advised that the second sentence of the first paragraph should be revised to read as follows: "They were extremely dissatisfied with the lack of proper compaction, cover and scattered paper in the disposal area."

Several letters were written on the same day concerning landfill operations from a list of information and reference to paper on the access road and a fire and general condition of the "B" pit did not pertain to this landfill.

Very truly yours,


William C. Henry, P. E.
County Engineer

WCH:e

cc: J. T. Conaway,
County Administrator

J. P. Argo,
Landfill Supervisor


Joseph T. Conaway,
County Administrator

Certified Mail,
Return Receipt Requested

AR200199

17008
2
February 28, 1973

Sussex Sand & Gravel, Inc.
Box 66
Selbyville, Delaware 19975

Attn: Oliver Hitchens

Re: Operation & Maintenance, Landfill No. 5

Dear Mr. Hitchens:

At their regular 27 February, 1973 meeting, Sussex County Council awarded the contract for the referenced work to Hudson Transfer and Construction Co., Inc. for their bid of \$28,692.00 per year.

Returned herewith is your check no. 3375 in the amount of Two Thousand Eight Hundred and Eighty Dollars (\$2,880.00). Sussex County Council wishes to thank you for your interest in bidding on the contract and will notify you directly when bids are being sought on other similar projects.

Very truly yours,

William C. Henry, P.E.
County Engineer

WCH/jb

Enclosure

AR200200

SUSSEX SAND & GRAVEL, INC.

FULL PRICE
TOPSOIL

MASONRY SAND
CONCRETE SAND

WASHED GRAVEL
MILLSBORO, DELAWARE 19966

TERMS: 2-10 DAYS: 1% PER MONTH FINANCE CHARGE AFTER 30 DAYS.

Customer's
Order No.

Date 11/2 19

M

Address

SOLD BY	QUANTITY	UNIT PRICE	TOTAL PRICE	TAXES	NET TOTAL
LOTT'S FULL PNT					
LOTT'S TOPSOIL					
LOTT'S SAND					
LOTT'S GRAVEL					
TONS MASONRY SAND					
TONS CONCRETE SAND					
TONS WASHED GRAVEL					
TONS GOLF COURSE SAND					
<i>3-1-72 9 tons of topsoil</i>					
<i>- we did not</i>					
<i>1-31-73 1/2 tons gravel @ \$50.00</i>					
<i>plus \$10.00</i>					

ALL claims and returned goods MUST be accompanied by this bill

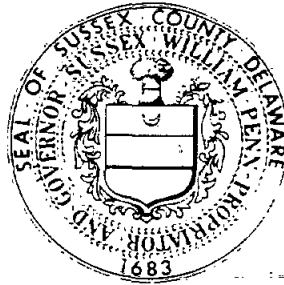
12453 RECEIVED
BY *[Signature]*

TAX
TOTAL

MOORE BUSINESS FORMS INC. LEANING, PA

AR200201

WILLIAM C. HENRY, P.E.
COUNTY ENGINEER



Sussex County

COURTHOUSE
GEORGETOWN, DELAWARE 19947
302-856-7702

May 11, 1972

Mr. Oliver Hitchens
Sussex Sand and Gravel, Inc.
Box 66
Selbyville, Delaware 19975

Re: Renewal Agreement Landfill No. 5

Dear Mr. Hitchens:

Enclosed are two copies of a Renewal Agreement for the referenced Landfill based on the terms and conditions discussed this date in my office. Please execute both copies and affix your corporate seal. Please leave the date blank as this will be filled in when they are signed by County Council. If you mail these back immediately, I will try to have them executed at the Council's Meeting on the 16th of this month.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'WCH', is written over a horizontal line.

William C. Henry, P.E.
County Engineer

WCH/jb

Enclosures

AR200202

documents and it is the fault of the contractor that this work is behind schedule. In view of the amount of this type work to be done, I feel that the contractor should be allowed from 6 to 8 weeks to catch up with the contract requirements, depending upon the amount of rain fall experienced during this effort.

Deleting Items 2 & 8 would constitute an increase 6.3%. If Item 3 is also deleted in its entirety, the percent increase would be 4.2%.

A renewal contract will be prepared upon Council's determination on the amount of adjustment to be allowed on the contractor's payment.

