June 18, 1969

Re: Land Redevelopment Company

Memorandum of meeting with William C. Ward and Herbert Rowland in respect to items to be considered in connection with landfill contract between the County of New Castle and Land Redevelopment Company

1. Herb Rowland reports that a preliminary review of the figures indicate that the contract will probably show a profit for the year. However, no consideration has been given to the possible adverse effect on the land.

2. Zoning. No effort has been made to change the zoning on this land as promised. Every study seems to indicate that once land has been used for a landfill it is no longer suitable for residential purposes. Therefore, the R-2 zoning is inadequate.

3. There has been continued neighborhood opposition.

(a) Neighbors protested against the burning of scrub growth bulldozed off a portion of the land, and

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after four months' delay the Water and Air Resources Commission denied permission to do this burning while at the same time granted a permit for a similar type of burning to a man by the name of Lester owning an adjoining premises who himself was one of the protesters.

(b) In order to have some use of the land, the lower portion of the land was plowed and seeded with soy beans and neighbors protested against "blowing dirt" and blamed it on the landfill.

4. The County has been less stringent in policing the landfill operation since March.

(a) The trash trucks are being cleaned out 200 to 400 feet from the dump without any protest from the County Supervisor. This means that paper and other refuse is scattered some distance from the actual spot of dumping.

(b) The County has been considerably more lax in respect to the content of the trucks being dumped.

(c) Dutcher has visited the landfill only about once a month and Karins only about once every two weeks.

(d) The County has been urging deeper excavation even though it is possible that this may violate the terms of the permit from the Water and Air Resources Commission which permits excavation only to a depth of two feet above the water table.

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5. Extension of permit from the Board of Health - application must be made before August 25.

6. Woodlawn Graven operation. Will there be any problem in moving the Woodlawn Gravel operation south of Pigeon Run? There was never any problem with the Woodlawn Graven operation before the landfill, and the question is whether an attempt to move this operation south of Pigeon Run will encounter neighborhood opposition and an uncooperative attitude on the part of the Zoning Commission. A study will be made of the scope of the present permit to see whether it is broad enough to permit the moving of the gravel operation from one location to another on the 200 acre tract.

7. Probably the present tract of land will not take care of all the trash for a full five year period. The present rate of intake is equivalent to that which was projected at the end of two years.

8. Saturday closing.

(a) Originally the negotiations were premised upon a closing at noon.

(b) When we protested the 6:00 P.M. closing on Saturday as provided for in the original draft of the contract, the County Executive agreed that all earlier negotiations had been based on a noon closing, but he asked us to

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go along temporarily on the 6:00 P.M. closing until the matter could be worked out with the trash collectors.

(c) Recently Saturday closing hours were changed to 2:00 P.M. but this was accompanied by the requirement of opening the landfill one hour earlier on Mondays and Tuesdays.

(d) If the change of hours to a noon closing on Saturday was not accompanied by any other change in hours, there would be a reduction of 312 work hours a year. Actually, the 2:00 o'clock closing on Saturday along with the one hour earlier opening on Mondays and Tuesdays, results in a time reduction of only 74 hours a year.

9. The County has been hauling in its own trash loads at a rate of about 10 loads a day. Under the terms of the contract there is no compensation to Land Redevelopment in respect to trash dumped by the County although Land Redevelopment has to compact cover, etc. In the negotiations we were told that the County dumping would amount to only about a "couple of loads a week". ?

10. Pickup trucks. County gets $2.00 a load, Land Redevelopment gets nothing. 25 to 30 pickup trucks are dumping each week and most of these have built up sides which means that they are carrying substantially more than contemplated. As a result, both the County and Land Redevelop-

ment are losing and the area is being filled up more quickly than contemplated.

11. Big trucks are being purchased by the collectors, and paragraph 5(a) of the agreement means that an qverage truck now hauls approximately 24-26 cubic yards per load, whereas the average load was formerly about 16-18 cubic yards. This means that approximately one-third more volume is being dumped with the same income to the County and to Land Redevelopment.

12. It might be worthwhile to consider payment on a tonnage basis.

13. It might be well to consider an amendment to the contract providing for a six months cancellation clause for both parties - changes in operation seem to be proceeding so rapidly that it is difficult to contemplate in advance what other problems may develop.

14. The escalation clause in paragraph 28 of the contract is not adequate. With carpenters getting 47% increase in wages over a two year period, bulldozers, operators and workers working for Land Redevelopment will certainly not be willing to work without corresponding wage increases.

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15. An unannounced spot check of the site might be desirable.

William Poole

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