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STATE OF RHODE ISLAND  
PROVIDENCE, R.I.

SUPERIOR COURT

LANDFILL & RESOURCE RECOVERY, :  
INC. :

vs. :

C.A. No. 81-4091

DEPARTMENT OF ENVIRONMENTAL :  
MANAGEMENT OF THE STATE OF RHODE :  
ISLAND AND ROBERT L. BODICEK, JR., :  
in his capacity as Director of the :  
Department of Environmental :  
Management of the State of Rhode :  
Island; TOWN OF NORTH SMITHFIELD, :  
Intervenor :

NOTIFICATION TO THE COURT, THE DEN,  
THE DIRECTOR, AND THE TOWN OF NORTH  
SMITHFIELD THAT L&R HEREBY EXERCISES  
ITS ENTITLEMENT, PURSUANT TO PAGE 6,  
PARAGRAPH 13 OF JUDGE ALMEIDA'S COURT  
ORDER OF JULY 17, 1983, TO STAY OPEN  
UNTIL APRIL 27, 1985, ON ACCOUNT OF  
INTERFERENCE WITH THE OPERATION OF  
L&R AND TRUCKS GOING TO IT

1. On July 13, 1983, after a hearing thereon, the Honorable Antonio S. Almeida entered a Court Order in this case. (A copy is attached.)
2. Judge Almeida's Court Order superseded all previous orders relating to L&R.
3. In their stead, Judge Almeida's Court Order set forth terms and conditions governing the continued operation and eventual closure of L&R.
4. Pursuant to Judge Almeida's Court Order, L&R had the right to take ~~whatever trash it wished~~ from whoever it liked, and in whatever quantities it wanted, subject only to the one proviso that L&R comply with the terms and conditions set forth in Judge Almeida's Court Order.
5. The Town, however, decided to defy Judge Almeida.

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6. The Town decided to do its best to interfere with LARR's operation and make it impossible for LARR to fill up on time.
7. The Town did this despite the fact that, as a party to this case, the Town was bound by the terms of the Court Order.
8. Nevertheless, the Town entered into a campaign to frustrate and impede the ability of LARR to comply with the Court Order, by interfering with the operation of LARR and preventing certain trucks from going to it.
9. LARR had worked out an arrangement by which Truck-dewy trucks would truck all the City of Warwick's trash to LARR.
10. This arrangement was crucial to LARR's ability to fill up on time.
11. This arrangement would have provided LARR with a major supply of trash; would have ensured that LARR could be ready to close on time; would have contributed substantially to LARR's profitability; and would have contributed substantially to LARR's financial ability to undertake the environmental measures required by the Court Order.
12. The Town, however, was not about to let that happen.
13. In defiance of Judge Almeida's Court Order, the Town took it upon itself to disrupt and interfere with the operation of LARR and to use its best efforts to prevent trucks carrying Warwick trash from going to LARR, and thereby to cut off a major source of supply.
14. Toward that end, the Town enlisted the aid of the DDJ and its Director.
15. Together they succeeded.
16. They successfully prevented trucks carrying the anticipated Warwick trash from going to LARR.
17. As a result, they made it impossible for LARR to fill up on time.
18. As it turns out, however, Judge Almeida had anticipated and provided for such an eventuality.
19. Judge Almeida explicitly conditioned the proposed closing date (January 13, 1985) upon there being no interference with the operation of LARR or trucks going to it, in the meantime. (See Court Order, page 6, paragraph 13.)

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20. Evidently, such interference has occurred.

21. In case of interference, Judge Almeida provided that L&R would be "entitled" to operate past the January 13, 1985 deadline and would be "entitled" to an extension of time and space to compensate it for lost time and lost profits and additional costs and fees incurred.

22. On page 6, paragraph 13 of the Court Order, Judge Almeida provided:

"13. The time periods, terms, and conditions set forth herein are explicitly based on the assumption that there will be no interruption of or interference with the continued operation of L&R or trucks going to and from L&R during that period. L&R will use its best efforts to avoid any such interruption or interference. In the event that any such interruption or interference nevertheless occurs for reasons beyond the control of L&R, other than weather, earthquake, flood, snow or other Acts of God, then L&R shall be entitled to recoup lost time by operating past the deadline set forth in paragraph 1 above and shall be entitled to recoup lost profits and additional costs and fees incurred, by an extension of time and space." (Emphasis added.)

23. L&R hereby notifies the Court, the DDM, the Director, and the Town of North Smithfield that it hereby exercises its entitlement under page 6, paragraph 13 of Judge Almeida's Court Order to stay open until April 27, 1985, on account of interference with its operation and with trucks going to it.

24. Of course, notice to the Town, the DDM and its Director is superfluous, since they already are personally aware of these facts.

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25. It was, after all, the Town, with the assistance of the DEN and the Director, which investigated the interference with L&R's business, such that page 6, paragraph 13 of the Court Order now comes into play.

26. On or about November 21, 1983, L&R and Truck-Away presented a proposal to the Rhode Island Solid Waste Management Corporation ("RISWMC") by which all the City of Warwick's trash would be trucked to L&R (instead of to the RISWMC's Central Landfill) and Truck-Away would receive credits to be used at a later date at the Central Landfill, on a ton-for-ton basis.

27. The RISWMC formally voted on and approved this proposal at its December 14, 1983 business meeting. (See pp. 4-5 of the minutes of December 14, 1983 RISWMC meeting attached.)

28. The vote was unanimous.

29. ~~The representative of the City of Warwick voiced no objection.~~

30. The Director of the DEN voted in favor of it.

31. The Director described the arrangement as "reasonable" and said that it "makes sense for the town and state." (See Womanchek Call, Friday, December 16, 1983, p. 4 and Tuesday, December 20, 1983, p. 4, attached.)

32. A few days later, however, at the insistence of the Town of North Smithfield, the Director did his best to sabotage that arrangement.

33. At the Town's insistence, the Town got the Director to get the RISWMC to delay implementation of the arrangement, while the Director pressed for a revote.

34. At the next meeting of the RISWMC, on January 18, 1984, the DEN official representing the Director made a motion ~~urging the approval,~~ previously granted. (See minutes RISWMC meeting, January 18, 1984, pp. 2-4, attached.)

35. What we have here is a curious situation indeed.

36. The Director and the DEN were parties to the Court Order.

37. Like the Town, they were bound by its terms and conditions.

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38. Further, Judge Almeida had specifically ordered the DDH and its Directors to use their "best efforts" to "oppose any attempt to interfere with the terms" of the Order. (See page 6, paragraph 9 of the Court Order.)

39. What we have is a party which sought the Court Order, which benefited by its approval, and which had been ordered by the Court to oppose any interference, nevertheless agreeing (at the Town's insistence) to cut off a major source of supply, and thereby sabotage the Court's Order and impede L&R's ability to comply.

40. The DDH and the Director had a choice.

41. They could comply with Judge Almeida, or they could comply with the Town.

42. They chose to defy Judge Almeida and to cast their lot with the Town.

43. The DDH's motion to rescind was defeated 3 to 2, but that was not the end of the story.

44. At that point, as Town Council minutes chronicle, the Town went on a two-pronged attack, using both the Director and the City of Warwick.

45. Efforts by L&R to ask the Town to stop its campaign were to no avail.

46. The Town got the Director once again to persuade the RISMC to delay implementation of its arrangement with L&R. (See Woonsocket Call, January 31, 1984, p.4, attached.)

47. Simultaneously, the Town carefully orchestrated a scenario by which the Town would ask the RISMC to reconsider its vote and then have the City of Warwick object to the arrangement.

48. At the instigation and insistence of the Town, the City of Warwick agreed to do just that.

49. This was a reversal of its earlier position.

50. It will be recalled that at the December 14, 1983 RISMC meeting at which the arrangement was originally approved, the representative of the City of Warwick voiced no objection.

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51. Similarly, at the January 18, 1984 RISPNC meeting at which the DDM moved to rescind the arrangement, the representative of the City refrained from speaking against the arrangement.

52. Now, however, at the insistence of the Town of North Smithfield, the City appeared at the February 8, 1984 meeting of the RISPNC and voiced an objection:

53. Explicitly basing its position on the Town's insistence, the City stated that "in view of North Smithfield's position, Warwick does not want its waste to be disposed of at LARR in North Smithfield." (See minutes, RISPNC meeting of February 8, 1984, p. 3.)

54. As a result, the Town was victorious.

55. Despite LARR's best efforts, the Town, with the aid and abetting of the DDM and Director, killed the arrangement.

56. As to the extent of damages inflicted, until now it was impossible reasonably to ascertain the extent of damages suffered by LARR as a result of the Town's actions.

57. At this juncture, LARR is able for the first time to make such an estimate based on its experience to date and its expectations for the next several months.

58. Had the Town not interfered, Truck-Away would have been able to truck all of the City of Warwick's trash to LARR from December 14, 1983 (the date of RISPNC approval) to January 13, 1985 (the date originally contemplated for LARR to close).

59. That's a total of 56 weeks.

60. In addition, over that same period of time, Truck-Away planned to make use of its transfer station in Warwick to combine trash from other Truck-Away customers with the Warwick trash and to truck them together in transfer trailers to LARR.

61. Without the Warwick trash, however, that arrangement was no longer economically feasible.

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61. Because of the distances involved, it was not economical to make separate trips to L&R, without the Warwick trash.

62. The consequence of the Town's actions, therefore, was a loss to L&R of both of the City of Warwick's trash and of the trash of other customers of Trub-Away which Trub-Away was going to combine and haul together with the Warwick trash to L&R.

64. Warwick trash averages 797.3 tons per week.

65. The trash from other customers that Trub-Away was going to combine with it averages 230.7 tons per week.

66. Therefore, the combined loss was 1,028 tons per week.

67. Consequently, L&R's loss, by virtue of the Town's actions, can now be calculated to be 1,028 tons per week x 56 weeks = 57,568 tons.

68. It is now evident that without this tonnage, L&R will be unable to reach the dimensions to which it was entitled by the Court Order, by the deadline (January 13, 1985) originally contemplated therein.

69. Furthermore, L&R has and will incur additional costs and fees and lost time, the extent of which cannot yet be ascertained.

70. As to the amount of additional time to which L&R is entitled to recoup lost time and lost profits, L&R currently estimates based on anticipated volume and seasonal effects, that it will be necessary for L&R to stay open until April 27, 1985, to compensate it for the losses incurred because of this interference.

71. Under page 6, paragraph 12 of Judge Almeida's Court Order, L&R is also entitled to an extension of space.

72. L&R reserves the right to exercise that entitlement.

73. L&R, however, does not currently plan to exercise that entitlement unless there is further interference or an attempt to interfere with its business between now and April 27, 1985.

74. In closing, one further point should be made.

75. It can be expected that the Town, and for that matter maybe the DEN and Director, will criticize L&R for exercising its entitlement.

*Handwritten notes:*  
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76. However, they have no one to blame but themselves.
77. As to the Town and Director they were specifically ordered by Judge Almeida to use their best efforts to "oppose any attempt to interfere."
78. They chose, however, to disregard his directive.
79. They chose at the Town's insistence to use their best efforts to sabotage the Court Order and to impede L&R's ability to comply with it.
80. What was the state doing? It was supposed to be supporting this arrangement and instead it sabotaged it.
81. That is all the more true of the Town, which instigated the interference with L&R's business.
82. As noted, the Town, as a party to this action, was bound by the terms and conditions set forth by Judge Almeida.
83. Instead, the Town chose to defy him.
84. The Town, moreover, did this intentionally.
85. It was fully aware of the provisions of page 6, paragraph 13 of the Court Order.
86. As a party to this action, the Town was necessarily on notice.
87. Further, the attorney for L&R had forewarned the Town Council of the consequences of its intended action. (See minutes of Town Council meeting, January 23, 1984 (p. 117) attached.)
88. However, if there is any doubt that the members of the Town Council were aware of the Court Order and its terms, the minutes of the Town Council meetings puts it to rest.
89. The minutes reveal that the Town Council repeatedly discussed the provisions of the Court Order, including page 6, paragraph 13, at successive Town Council meetings. (See minutes of Town Council meetings, December 19, 1983 (p. 104), January 23, 1984 (p. 117) and February 6, 1984 (p. 118) attached.)
90. Nevertheless, the Town persisted, fully aware of the consequences of its actions.



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91. Consequently, the circumstances it finds itself in today are entirely of its own doing.

92. Had the Town not interfered, L&R would have no right to stay open one day more.

93. Instead, because the Town interfered, L&R is entitled to stay open until April 27, 1985.

94. If the Town is unhappy with that prospect, it has no one to blame but itself.

Respectfully,

LANDFILL & RESOURCE RECOVERY,  
INC.

By its Attorneys,  
Coffey, McQuern, Hoel & Neal,  
Ltd.

By Dean H. Tenkin  
Dean H. Tenkin  
20 Washington Place  
Providence, Rhode Island

I, DAVID J. WILSON, Vice President of Landfill & Resource Recovery, Inc. and of Trash-Away of R.I., Inc. have read this document and acknowledge that the statements made therein are true to the best of my knowledge, information and belief.

David J. Wilson  
David J. Wilson

Subscribed and sworn to before me this 19<sup>th</sup> day of September, 1984.

Dean H. Tenkin  
Notary Public Notary Public  
My commission expires 4/98.

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CERTIFICATION

I, Dean W. Temkin, hereby certify that I hand-delivered a copy of the  
within Specification to the offices of: the Honorable Avenida S. Almeida, at  
the Providence County Court House, Benefit Street, Providence; Charles  
McKinley, Esq., Chief Legal Counsel, Department of Environmental Management,  
83 Park Street, Providence; and Paul F. Halliagren, Town Solicitor, at 800  
Providence Street, Woonsocket, Rhode Island, on the 19th day of September,  
1984.

*Dean W. Temkin*

→ Tom Epstein

STATE OF RHODE ISLAND  
PROVIDENCE, Sc.

SUPERIOR COURT

LANDFILL & RESOURCE RECOVERY, INC. :

v. :

C.A. No. 81-4091

DEPARTMENT OF ENVIRONMENTAL :  
MANAGEMENT OF THE STATE OF RHODE :  
ISLAND and ROBERT L. BENDICK, JR., :  
in his capacity as Director of the :  
Department of Environmental :  
Management of the State of Rhode :  
Island; TOWN OF NORTH SMITHFIELD, :  
Intervenor :

PREHEARING MEMORANDUM

TRAVEL AND FACTS

Though the disagreements between the parties herein are of long duration, for purpose of resolving the instant dispute only those occurrences subsequent to entry of the Court's Order of July 13, 1993 (the Order) are of primary relevance. The parties' present dispute concerns the interpretation to be given certain language in the Order, as well as the appropriate procedure for resolving their differing interpretations.

The Order endorsed a "Consent Order and Agreement" (the Agreement) which was the product of negotiations between Landfill and Resource Recovery, Inc. (L&RR) and the Department of Environmental Management (DEM). It was the intention of both parties, by this method, to resolve all extant contested matters between them, save an inverse condemnation question. The first and most fundamental term of the Agreement provided for the closure of L&RR's landfill facility by a date certain, or when it reached a specified elevation, whichever occurred first (Provision #1 of the Agreement). Without a finite period of operations, no consent agreement would have been possible.

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Approximately six months after entry of the Order, L&RR (or Truk Away, a related corporation) sought permission from the Solid Waste Management Corporation (SWMC) to accept and deposit municipal trash from the City of Warwick and to receive a credit therefor toward future dumping at the SWMC facility. The DEM Director, in his capacity as a Board member of the SWMC, initially supported the request. Subsequently, after discussions with officials of the Town of North Smithfield (where L&RR's landfill facility is located), he was persuaded that, on balance, it was not appropriate to give special treatment to L&RR (Truk Away)), and that the Town's concerns about increased truck traffic and litter were legitimate. In light of the City of Warwick's expression of opposition to its trash being sent to the L&RR facility, the SWMC Board, at its February, 1984 meeting, determined that L&RR's (Truk Away's) request had become moot.

It was not until September 19, 1984 that L&RR "notified" DEM, the Court and the Town that it considered the denial of L&RR's request to receive Warwick's trash, to receive a credit, and the events leading to that decision, to be in violation of the Order. Said notification, dated September 18, 1984, was not only belated by approximately six months, but is highly unorthodox in that it asserts a right to unilaterally disregard the clear terms of the Order.

Also, in September, 1984, L&RR advised DEM that it intended to pile trash at its facility to a height greater than the 370 feet maximum elevation specified in provision #3 of the Order.

In reaction to both these stated intentions by L&RR, DEM filed a Petition to Adjudge in Contempt and for the Appointment of a Master. L&RR has recently filed a Response to DEM's Petition.

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While it is unclear whether L&RR's "Notification" constitutes a pleading requiring any sort of response, DEM generally denies the factual allegations contained in the Notification and specifically denies that there has been any interference or interruption of L&RR's continued operations, within the meaning of the Agreement and Order.

ARGUMENT AND LAW

I. PROCEDURE

The matter at hearing is in an unusual posture. Rather than moving to amend that term of the Order establishing a final closure date, based on an allegation that another term of the Order had been violated, L&RR chose, rather, to file a "Notification" that it intended to unilaterally extend the date of closure to a date which it, alone, had selected. L&RR now in its Response to DEM's Petition, seeks to reverse its burden of proving its allegation that the "no interference" term had been violated by asserting that DEM somehow bears the burden of alleging and proving the "absence of interference." This would appear to be an obvious attempt to avoid the normal procedures for moving to amend a Court Order, pursuant to R.C.P. 60, and to shift the heavy burden which such a movant would bear in seeking to modify a final Order. Posquozzi v. Posquozzi, 119 R.I. 554 (1977).

In the ordinary case, the rule is that a Consent Order cannot be changed without the assent of both parties or in the absence of one of the R.C.P. 60(b) factors such as fraud, mutual mistake, or changed circumstances justifying relief. Douglas Construction v. Wholesale Center, 119 R.I. 449, 452, 379 A.2d 917 (1977). DEM acknowledges that the Order herein provided an opportunity for L&RR to seek relief from its terms if there were "interruption of or interference with the continued operation of L&RR." It is submitted, however, that

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as in any other situation where relief from a Court Order is sought, it is the obligation of the party seeking relief to allege, and carry the burden of persuasion, that the applicable standard has been met. DEM, theh, denies that there has been any interference or interruption within the meaning of the Order, and submitsthat it is L&RR's burden to prove otherwise.

It is not unreasonable to conclude that L&RR has invented and utilized the "Notification" document, not only in an attempt to shift the burden of proof, but also to avoid the requirement of R.C.P. 60(b) that a motion for relief "be made within a reasonable time, and not more than one year after the judgment, order, or proceeding was entered or taken." It is clear that had L&RR delayed bringing a motion for relief until September 19, 1984 it would have been barred by the one year time limit in R.C.P. 60(b). But even were the one year period not a bar, L&RR has unreasonably delayed seeking relief. It was not until November 13, 1984, when it filed a "cross petition" as a part of its Response, that it asked the Court for relief. Thus, L&RR did nothing for eight months after the last occurrence of which it complains, the February decision by the SHMC, to seek relief. Such a delay is unreasonable and L&RR ought to be equitably barred and denied any relief for having failed to comply with R.C.P. 60(b).

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## II. INTERPRETATION OF THE LANGUAGE OF THE ORDER

One of the substantive disputes in this proceeding concerns whether certain occurrences qualify as an "interruption of or interference with the continued operation of L&RR or trucks going to and from L&RR," language found in provision 13 of the Court Order. More specifically, the question at issue is whether the denial by the Solid Waste Management Corporation of L&RR's request that it be permitted to accept Warwick trash violated said provision. A resolution of the dispute depends on the interpretation or construction to be given to the terms "interruption," "interference" and "continued operation." It is the position of DEM that the events cited by L&RR do not fall within the constraints of the above-quoted phrase.

The Court need look no further than the Court Order itself to determine what the parties intended in using these terms. It should be noted, preliminarily, that the language in the Court Order is that which DEM and L&RR agreed to, and which the Judge effectuated by entering an Order in conformity with the parties' agreement.

It is fundamental that a Court first look to the written instrument, itself, to determine the intention of the parties, and in doing so, to give words their ordinary meaning. Westinghouse Broadcasting v. Dial Media, 410 A.2d 988, 991 (R.I. 1980). Applying this principle, the Court will note that the phrase "continue to operate its solid waste disposal facility" appears in the very first line of the Consent Order and Agreement, and that the phrase "Continued operations at the landfill" appears in the first line of provision #2 of said document. In addition, the Court will note that the term "operation," or some variant, appears elsewhere in the document, and in those exhibits incorporated therein (e.g. "operating hours").

# CORRECTION

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It is in the context of these other uses that the language in provision #13 should be interpreted. It is obvious, when so read, that the term "operations" refers to the mechanical and physical activities and processes which are in furtherance of landfilling at the L&RR site. L&RR would have the Court read the term "operation" to include business relationships, not only existing, but prospective. The use of the term in the Consent Order and Agreement is clearly not so broad. It refers to "continued operations at the landfill," to operating "its solid waste disposal facility," and is used in sequence with other physical tasks. ("final operation/closure, capping and methane recovery and removal" - provision 2a).

The interpretation advocated by DEM is consistent with Webster's preferred definition, "performance of a practical work or of something involving the practical application of principles or processes." Webster's New Collegiate Dictionary, 1979. L&RR has not, and cannot contend, that there has been any "interference" or "interruption" of the activities or processes at the landfill.

Furthermore, even were "operations" to be read so broadly as to include business relationships, no relationship which existed at the time of the entry of the Order, or which came into being subsequently, has been affected. The term "interrupt" implies a pre-existing situation or status quo. It is defined by Webster as "to stop or hinder by breaking in" and "to break the uniformity or continuity of - : to break in upon an action." Ibid.

While the term "interfere" is perhaps more vague, it must be remembered that it is used here with the word "continued," which means "lasting or extending without interruption." Ibid. The latter word precludes consideration of prospective relationships or expectancies.

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At the time the Order was entered, L&RR was not receiving Warwick trash. And at no time subsequent to the entry of the ORDER did it ever receive Warwick trash. It is difficult to conceive of how such a situation could ever be considered to be "continuing."

However, even assuming arguendo that any ambiguity as to the words "interfere," "interrupt" or "continued operation" remain after looking at the Order and Agreement as a whole, and giving them their ordinary meaning, it is submitted that it was not the parties' intent that an inability of L&RR to obtain and deposit Warwick trash and to receive a credit would relieve L&RR from the most fundamental provision of the Court Order, the date for closure.

The meaning to be given to the word "interfere" depends upon the understanding of the parties, determined not only from the words of the contract, but also from the circumstances surrounding the choice

of words, including representations made in the course of negotiations. U.S. v. Attick, 649 Fed.2d 61( ), U.S. v. Carr 608 Fed.2d 886( ), Hill v. M.S. Alper & Son, Inc., 166 R.I. 38, 47 256 A.2d 10, 15 (1969). As the evidence at hearing will show, there was no discussion of the circumstances of which L&RR presently complains, or ones even remotely similar. Rather, discussions concerned the implications of acts of civil disobedience such as blocking the road into the facility, labor strikes or the institution of legal proceedings by the Town or others, which would have the effect of preventing the landfill facility from operating for a time. There was clearly no discussion relating to the business relationships or commercial activities of L&RR.

Another rule of construction/interpretation instructs that terms of art should be applied so as to give effect to their legal meaning.

LANDFILL & RESOURCE RECOVERY  
ADMINISTRATIVE RECORD

L&RR 002

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L&R 002

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Greenwood v. Stevenson, 88 FRD 225 (USDCRI, 1980). The word "operations" (as well as "operator") is such a term of art in the solid waste management field. It refers to the mechanical and physical process of conducting solid waste management activities. For example, the State law pursuant to which L&RR conducts its activities, provides the following definition.

"The term 'solid waste management facility' means any plant, structure, equipment, real and personal property, except mobile equipment or incinerators with a capacity of less than (1,000) pounds per hour, operated for the purpose of processing, treating, or disposing of solid waste but not segregated solid waste." (emphasis added) R.I.G.L. §23-18.9-7(3)

The authority for DEM to issue licenses uses the same verb,

"No person shall operate any solid waste management facility unless a license therefor is obtained from the director. The director shall have full power to make all rules and regulations establishing standards to be met for the issuance of such licenses." (emphasis added) R.I.G.L. §23-18.9-8.

See also, R.I.G.L. §23-18.9-10 which imposes a penalty on "any person who operates such a facility without obtaining a license."

DEM's implementing regulations are replete with the term "operate" in its various forms. Rule 6.08 of the Rules and Regulations for Solid Waste Management Facilities (of which the Court is requested to take judicial notice) December 1, 1982 requires an applicant for a license to submit an "Operating Plan," which contains detailed information concerning twenty-five, or so, subjects among which are "operating hours," "winter operations," "salvaging operations," and "leachate treatment operations."

Fully ten pages, almost one third of the regulations, deal specifically with "operating Regulations." Rules 9.00 - 9.15 apply to

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"General Operating Standards," while Rules 10.00 - 10.17 govern "Sanitary landfill Operating Standards." It is clear from even a cursory examination of these standards that the term "operate" and its derivative forms are used throughout in a technical sense. They refer to those physical and mechanical activities conducted at a solid waste management facility for the proper disposition of refuse.

L&RR cannot contend that its mechanical or physical activities have been either interrupted or interfered with.

Moreover, even if the word "operations" is read in a broader sense to include L&RR's business activities, the noun is modified by the adjective "continued." When read together, the phrase "continued operations" connotes a base line situation at the time of entry of the Order against which to assess whether there have been an interference. At that time of the Order, L&RR was receiving and depositing approximately 17,000 to 18,000 cubic yards of trash per week. At the time that it served its "Notification" it had doubled the amount of refuse which it was receiving and depositing to approximately 36,000 to 37,000 cubic yards per week. It would be a strange interpretation of the words "interference" or "interruption" and a "continued operation" where a doubling of one's activities, with presumably a commensurate increase in income, had occurred.

Furthermore, at the time that the Order was entered, L&RR had no right, nor even an expectancy, that it would be receiving Warwick trash. State law creates a presumption that all municipal solid waste which cannot be disposed of within a municipality's boundaries, will be disposed of at the Central Landfill operated by the SWMC. R.I.G.L. §23-19-13. Under Rhode Island Law, L&RR certainly had no protectible interest in what can only be reasonably termed the merest of expect-

LANDFILL & RESOURCE RECOVERY  
ADMINISTRATIVE RECORD

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ancies when it sought a credit from the SWMC. Rhode Island has not recognized a tort for interference with a prospective contractual relationship. Federal Auto Body Works v. Aetna Casualty and Surety,

R.I. , 447 A.2d 377, 379. It is suggested that Rhode Island tort law is instructive, by analogy, in resolving the dispute herein. Moreover, even if Rhode Island law did protect prespective business relationships, a party has no right to recover if the alleged inter-ferring party has acted to protect its own legitimate interests. Ibid at 380, citing Restatement (2d) Torts §769 at pg. 44. Here, the Town had a legitimate interest in protecting its citizenry from an increase in truck traffic, and the consequent increase in air and noise pollution, and possibility of vehicle accidents, and from the inevitable increase in litter.

### III. REMEDY

L&RR's recent response contends that a contempt proceeding is inappropriate because the eighteen month operational period has not yet expired. It is DEM's position that to wait until L&RR's stated intention ripens into reality would create an untenable situation. From an environmental perspective, it is necessary that deposition of trash and the placement of cover material during the approximately two month period prior to closure occur in a manner that prevents the collection of rainwater and consequent generation of leachate to the groundwater. Were DEM required to wait until L&RR continued its operations beyond the closure date, it is quite conceivable, that in order to minimize pollution of the groundwater, it would be compelled to support continued operations to properly configure the landfill.

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L&R 002

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The law has recognized a party's right to seek relief in anticipation of a threatened or predictable breach. In contract law, the doctrine of "anticipatory breach" or "anticipatory repudiation" gives an aggrieved party an immediate cause of action. Restatement, Contracts §318. The doctrine recognizes the unfairness of requiring a party to wait if the other party has made clear that it has no intention to perform its obligations under the contract.

The Courts have recognized a similar unfairness, and approved a civil contempt remedy, when the threatened violation is of a Court Order as well. In commenting on a contention similar to that asserted by L&RR, herein, the U.S. Court of Appeal, Second Circuit, observed,

"Appellant's final argument is that no violation of the 1965 order was proved. Apparently its premise is that the court should have waited until appellant actually sold the large quantity of unlicensed tetracycline it had already arranged to import and sell. We think that on these facts its position is incorrect. In the face of appellant's actions and its threats to Pfizer, there was no reason for Judge Ryan to wait until the last step was taken. Because it was not, Davis-Edwards has not yet been required to pay any fine, although it has been adjudged in civil contempt; it is on notice that if it proceeds with its improper plans to ignore the consent judgment, it will be liable to a fine of \$5,000 for each violation. This disposition of the matter makes good sense. See Sunbeam Corp. v. Golden Rule Appliance Co., 252 F.2d 467 (2d Cir. 1958)." Charles Pfizer & Co. v. Davis Edwards Pharmacal Corp., (1967) 385 F.2d 533, 537-38.

DEM has requested that the Court appoint a master to oversee the operation of L&RR's landfill, and to order L&RR to pay the costs of same. The Court clearly has the authority to do so, pursuant to R.C.P. §70 and R.C.P. §53, and R.I.G.L. §9-14-26. Lincoln, Town of v. Cournoyer, 110 R.I. 101, 106( ). See also, Moore's, Federal Practice, §70.02, and cases cited therein and Wright and Miller,

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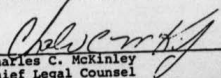
L&RR 002

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83022, pg. 78, and cases cited therein regarding the analogous authority under Federal Rule of Procedure 870. Given L&R's stated intention to extend its operations and the critical importance of the activities on site immediately prior to closure, it is submitted that appointment of a person to oversee the daily activities is warranted.

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
and ROBERT L. BENDICK, JR.

By their attorney,

  
\_\_\_\_\_  
Charles C. McKinley  
Chief Legal Counsel  
Dept. of Environmental Management  
83 Park Street  
Providence, Rhode Island 02903  
401/277-2771

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L&R 002

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Filed 1/18/85 (CPS)

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PROVIDENCE, Sc. SUPERIOR COURT

LANDFILL & RESOURCE RECOVERY, INC.	:	
	:	
V.	:	C.A. No. 81-4091
	:	
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT OF THE STATE OF RHODE ISLAND AND ROBERT L. BENDICK, JR. in his capacity as Director of the Department of Environmental Management of the State of Rhode Island; TOWN OF NORTH SMITHFIELD, Intervenor	:	

DECISION

GIBNEY, J. This matter is before the Court on the Department of Environmental Management's ("DEM") petition to adjudge Landfill and Resource Recovery, Inc. ("L&RR") in contempt, and for the appointment of a Master. L&RR has filed a cross petition for declaratory relief.

This present action stems from a consent order and agreement signed by L&RR and DEM on July 13, 1983. The agreement allowed L&RR to continue operations at its dump for

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LANDFILL & RESOURCE RECOVERY ADMINISTRATIVE RECORD

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ADMINISTRATIVE RECORD

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0202U (CPS)

eighteen months, or until the dump reached a certain height, whichever came first.

L&RR later arranged for Truk-Away, a trash hauling firm, to dump Warwick's Municipal trash at L&RR. The L&RR dump is located in North Smithfield. Truk-Away sought approval for this arrangement with the Solid Waste Management Corporation ("SWMC"). The SWMC denied approval after strong public protest from the Town of North Smithfield. L&RR then notified the DEM that the denial constituted "interference", and that pursuant to the consent agreement, L&RR's dump would stay open until April 27, 1985. The parties then filed their respective petitions.

The issue presented by these petitions is whether the DEM and the Town of North Smithfield interfered, within the meaning of the consent order and agreement, with L&RR's plan to process warwick Municipal trash.

L&RR blames intense lobbying by the DEM and North Smithfield for Truk-Away's failure to obtain SWMC approval for dumping Warwick trash at L&RR. L&RR claims that the lobbying constituted "interference" within the meaning of the agreement.

SWMC approval is needed for the dumping of municipal trash at out-of-town sites. R.I.G.L. 1956 (1979 Reenactment)§ 23-19-13. It is the policy of this state for the SWMC to act for the benefit of the people and municipalities.

0202U(CPS)

R.I.G.L. 1956 (1979 Reenactment) § 23-19-3. This means that the SWMC must take into account the views of a town when it reviews plans to dump another city's trash in that town. North Smithfield and the DEM were both acting through appropriate regulatory channels when they made their negative views known to the SWMC. It is the Court's opinion, however, that they were not interfering with L&RR's operations.

L&RR also claims that without the Warwick trash, its dump could not "fill up on time", and that this interfered with its operations. L&RR argues that the consent agreement gave L&RR eighteen months to reach a certain capacity. The Court disagrees. Provision number 1 of the Agreement states that the dump can operate for eighteen months or until a certain neight is reached, whichever occurs first. This provision is in the disjunctive. Therefore, the lapse of eighteen months alone is enough to close the dump, regardless of the amount of trash deposited in it.

The Court finds that the DEM and Town of North Smithfield have not interfered with L&RR's operation. DEM's petition is granted. The Court finds, however, that plaintiff, while technically not in compliance with the Order and Agreement of July 13, 1983, has not demonstrated any wilful intention to disobey said Order and Agreement. L&RR shall, however, forthwith commence closing of its landfill and forthwith cease disposing of trash at the North Smithfield site.

L&RR's petition is denied.

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STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPREME COURT

LANDFILL AND RESOURCE RECOVERY, INC.	:	CA#84-0260,
	:	CA#85-0028, and
VS	:	CA#85-0153
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT OF THE STATE OF RHODE ISLAND AND ROBERT L. BENDICK, JR., in his capacity as Director of the Department of Environmental Management of the State of Rhode Island;	:	
TOWN OF NORTH SMITHFIELD Intervenor	:	

STATE OF RHODE ISLAND  
JAN 16 1985  
MAIL ROOM

*David J. Wilson*  
A Notary Public  
for the State of Rhode Island

STIPULATION

Landfill & Resource Recovery, Inc. and David J. Wilson and the Department of Environmental Management of the State of Rhode Island and Robert L. Bendick, Jr. in his capacity as Director of the Department of Environmental Management of the State of Rhode Island and the Town of North Smithfield hereby stipulate and agree as follows:

1. The appeal filed by Landfill & Resource Recovery, Inc. and David J. Wilson in CA #85-0028 and 85-0153 be and hereby is withdrawn and dismissed with prejudice.
2. The appeal filed by the Town of North Smithfield in CA #84-0260 be and hereby is withdrawn and dismissed with prejudice.
3. Landfill & Resource Recovery, Inc. hereby waives forever its right to dispose of waste on any of its property located within the Town of North Smithfield. The parties hereto agree that the waiver by Landfill & Resource Recovery, Inc. set forth in the preceding sentence shall not affect nor shall it be introduced or used in any way in the proceedings pending before the Rhode Island Superior Court for Providence County under the name and style of Landfill & Resource Recovery, Inc. v. Department of Environmental Management, et al, CA #84-2467, including but not limited to as evidence in such proceedings.
4. It is acknowledged that the appeal filed by the Department of Environmental Management and Robert L. Bendick, Jr. in CA #84-0367 from the decision and order of Mr. Justice Almeida dated on or about May 8, 1984, which appeal was filed in this Court on or about May 9, 1984, remains viable.

Landfill & Resource Recovery, Inc. and David J. Wilson

by Dean N. Temkin  
Dean N. Temkin, Esq.  
Willey & LeRoy, Ltd.  
10 Dorrance Street  
Providence, RI 02903

LANDFILL & RESOURCE RECOVERY  
ADMINISTRATIVE RECORD

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TOWN OF NORTH SMITHFIELD

by *Paul P. Baillargeon*

Paul P. Baillargeon  
Town Solicitor  
800 Providence Street  
Providence, RI 02895

DEPARTMENT OF ENVIRONMENTAL  
MANAGEMENT OF THE STATE OF  
RHODE ISLAND and ROBERT L.  
BENDICK, JR., in his capacity  
as Director of the Department  
of Environmental Management of  
the State of Rhode Island

by *Charles McKinley*

Charles McKinley, Esq.  
Chief Counsel  
Department of Environmental  
Management  
83 Park Street  
Providence, RI 02903

LANDFILL & RESOURCE RECOVERY  
ADMINISTRATIVE RECORD

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1175

FRMS/L

- March, 1977 - R. I. Department of Environmental Management (DEM) began accepting manifests for hazardous waste disposal from landfill and resource recovery (L&R).
- May 10, 1977 - Environmental Rights Act signed into law by Governor Gurrady.
- Dec. 1, 1978 - Towns of Burrillville and No. Smithfield petitioned Att. General's office for aid under the Environmental Rights Act to stop the disposal of hazardous waste at L&R and Western Land and Gravel.
- January 1979 - No. Smithfield town government first notified by R.I. DEM that hazardous waste was being accepted at L&R.
- Feb. 12, 1979 - Request by towns of No. Smithfield and Burrillville (Dec. 1, 1978) to Att. General's office denied because current evidence "does not justify" and will not support the initiation of legal action against Western Land and Gravel under any statutory or common law principle. L&R was not mentioned in this denial.
- Feb. 1979 - No. Smithfield town Councilman Kenneth Bianchi requested a federal investigation of the 2<sup>nd</sup> local hazardous sites in a meeting with David Huber, environmental engineer, solid waste office, implementation division of EPA, Washington office.
- April 23, 1979 - Western Land and Gravel closed by DEM.
- April 24, 1979 - EPA fact finding mission regarding Western Land and Gravel.

- 2.
- May, 1979 - Nagan Bill passed. Nagan bill done the disposal of hazardous waste over a present or potential water supply.  
Nagan Bill vetoed by Gov. Garraby  
Nagan Bill passed into law; Gov. Garraby's veto overridden.
  - May 1979 - No. Smithfield building inspector issued order directing L&R to stop hazardous waste disposal because it was an illegal expansion of a non-conforming use.
  - June 18, 1979 - No. Smithfield town council passed an ordinance banning hazardous waste disposal above and underground water supplies - equifer zoning.
  - Sept. 6, 1979 - Nagan Bill implemented by D.E.M.  
L&R prohibited from accepting hazardous waste.
  - Sept. 26, 1979 - R.D. Superior Court denied L&R petition to continue accepting hazardous waste.
  - Oct. 17, 1979 - Town of No. Smithfield released test results done by C.R.C.O. Laboratories of Cambridge Mass. showing contamination of off-site wells at L&R.
  - Oct. 18, 1979 - Test well off-site at L&R mysteriously destroyed.
  - Dec. 1979 - No. Smithfield town council requests of EPA aerial infra-red photos of L&R
  - Dec. 21, 1979 - U-2 flight for infra-red photos took place.

3.

- March, 1980 - EPA began removal of liquid chemical waste at Weston sand gravel
- March, 1980 - zoning hearings against T&L conclude
- March 12, 1980 - DEM, EPA, and ERCo Laboratories for the town of Rt. Smithfield and T&L sampled two Bur. cad wells installed off the T&L site by the state DEM.
- Oct. 1980 - Rt. Smithfield town government hired the geo-hydrological firm of Whitman and Howard of Woburn, Mass. to conduct a survey of T&L.
- Nov. 1980 - Rt. Smithfield town Council request that DEM reject the ~~last~~ Dec. 1st relicensing of T&L.
- Jan-July 1981 - DEM hearings regarding the relicensing of T&L.
- Feb. 1981 - FIT Project Report released.  
(Field Investigations of Uncontrolled Hazardous Waste Sites prepared by Ecology and Environment, Inc. for EPA Region I F I - 9103-03)
- April 9, 1981 - Goldberg, Spino and Ass. Inc. letter indicating the two Bur. cad wells installed by R.S. DEM in Feb 1980 were damaged before the first testing was conducted on them (March 1980).
- May 1981 - EPA Region I - Uncontrolled Hazardous Waste Site. Conducted tests for priority pollutants on all wells on and off the T&L property including surface water samples (FIT Project)



- 4
- August 4, 1981 - Publication of results of May 1981 tests by EPA (FST Project F1-8107-03)
  - Oct. 31, 1981 - DEM ~~testimony~~ on relicensing of L&RR. L&RR northley section (Hemby, etc. pits) ordered closed. Environmental safeguards ordered installed and monitoring required. Permission to be granted to open northley section if specific environmental safeguards implemented.
  - Nov. 1981 - L&RR requested a stay of DEM order of Oct. 31, 1981.
  - Dec. 1981 - L&RR granted stay in L.I. Superior Court.
  - Dec. 1981 - DEM again closed L&RR based on Nov. 1981 test results submitted to DEM by L&RR. When test results showed contamination L&RR refused to close.
  - Jan. 1982 - L&RR brought contempt of court suit against DEM and W. Edward Wood, director.
  - Jan. 1982 - L.I. Superior Court found DEM in contempt of court. DEM withdrew order to close L&RR.

LAW OFFICES  
PAUL P. BAILLARGEON INC.  
UNION SQUARE  
800 PROVIDENCE STREET  
WOONSOCKET, RHODE ISLAND 02895  
1401 768-0454

MEMORANDUM

RE: LANDFILL & RESOURCE RECOVERY, INC.  
AND: THE TOWN OF NORTH SMITHFIELD

The following documents are submitted as a chronological summary of the Landfill facility overlying a stratified drift aquifer as defined by the United States Geological Survey and subsequent testing reports taken both on and off the site as well as several summaries prepared by consultants to the Town of North Smithfield.

8/27/79	Letter to Daniel Prentiss from Herbert E. Johnston
10/16/79	Erco Test Results
3/26/80	Erco Test Results
4/17/80	Erco Test Results
10/5/80	Decision of Frank P. Geremia, Adjudication Hearing Officer of the Department of Environmental Management
10/29/80	Report of Whitman & Howard
5/81	Environmental Impact Assessment - Groundwater Integrity as affected by Hazardous Solid Waste Land Disposal Site
8/31/81	FIT Project - Task Report to the Environmental Protection Agency
10/14/81	Report of Whitman & Howard

United States Geological Survey - Availability of Ground Water in the Blackstone River Area, Rhode Island and Massachusetts

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LANDFILL & RESOURCE RECOVERY  
ADMINISTRATIVE RECORD

L&R 002

1180

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

ADMINISTRATIVE HEARING NOTICE

Notice is hereby given that administrative hearings will be held by the Director of the Rhode Island Department of Environmental Management at 9:30 AM in Room 313 of the State House on 27 November 1979 and 29 November 1979 concerning Landfill & Resource Recovery, Inc. (L. & R. R.) of North Smithfield, Rhode Island. These hearings will be open to the public and will be conducted in accordance with the Administrative Procedures Act, Chapter 42-35 of the Rhode Island General Laws.

On 27 November 1979 a hearing will be conducted on the question whether L. & R. R., by accepting for disposal wastes other than those identified in its notification to the Department of Environmental Management dated 15 March 1978, violated Rule 4.02 of the Hazardous Waste Disposal Facility Rules And Regulations, effective 21 December 1978, and Rule 33.06 of the Hazardous Waste Management Facility Operating Permit Rules And Regulations - Landfills, effective 10 September 1978.

In addition, a hearing will be conducted on 27 November 1979 on the question whether the facility of L. & R. R. should be directed by the Department of Environmental Management to permanently cease the acceptance and disposal of hazardous wastes, including septic wastes for the reasons stated in the opinion of the Town Solicitor of the Town of North Smithfield and pursuant to Section 23-46.2-10.1 of the General Laws of Rhode Island, as amended.

On 29 November 1979, pursuant to an Order of the Superior Court issued on 12 October 1979, the Director of the Department of Environmental Management will conduct a hearing to afford the Town of North Smithfield the opportunity to demonstrate through evidentiary presentation whether any activity which has been conducted at the facility of L. & R. R. has been in violation of an environmental quality standard, as that term is used in Chapter 10-20 of the General Laws of Rhode Island, as amended, and whether such standard should be enforced by the

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LANDFILL & RESOURCE RECOVERY  
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L&R 002

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LANDFILL & RESOURCE RECOVERY ADMINISTRATIVE RECORD

L&R 002

1182

100 0719094

**RECEIPT FOR CERTIFIED MAIL**  
NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL

1. ARTICLE DESCRIPTION (Check one)  
 Show to whom, date, and address of delivery  
 RESTRICTED DELIVERY  
 RESTRICTED DELIVERY  
 RESTRICTED DELIVERY  
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO  
 Steve L. Carlson  
 2500  
 02576

3. ARTICLE DESCRIPTION  
 REGISTERED NO. 0719094 CERTIFIED NO. 0719094 INSURED NO.

4. HAVE RECEIVED THE ARTICLE DESCRIBED ABOVE.  
 SIGNATURE  Addressee  Authorized agent  
 Charles D. Myers  
 DATE OF DELIVERY POSTMARK  
 1. ADDRESS (Complete only if registered)  
 2. UNABLE TO DELIVER BECAUSE  
 CLERK'S INITIALS

100 0719094

**RECEIPT FOR CERTIFIED MAIL**  
NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL

SENT TO Steve L. Carlson  
 REGISTERED NO. 0719094  
 CERTIFIED NO. 0719094  
 NO. STATE AND ZIP CODE RI 02576

POSTAGE	\$
CERTIFIED FEE	0
SPECIAL DELIVERY	0
RESTRICTED DELIVERY	0
SHOW TO WHOM DATE AND ADDRESS OF DELIVERY	0
SHOW TO WHOM DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	0
SHOW TO WHOM DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	0
TOTAL POSTAGE AND FEES	\$

POSTMARK ON DATE

100 0719094

**RECEIPT FOR CERTIFIED MAIL**  
NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL

1. THE FOLLOWING ARTICLE IS RECEIVED (CHECK ONE)  
 Show to whom, date, and address of delivery  
 RESTRICTED DELIVERY  
 RESTRICTED DELIVERY  
 RESTRICTED DELIVERY  
 Show to whom, date, and address of delivery  
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO  
 Steve L. Carlson  
 2500  
 02576

3. ARTICLE DESCRIPTION  
 REGISTERED NO. 0719094 CERTIFIED NO. 0719094 INSURED NO.

4. HAVE RECEIVED THE ARTICLE DESCRIBED ABOVE.  
 SIGNATURE  Addressee  Authorized agent  
 W. L. Roberts  
 DATE OF DELIVERY POSTMARK  
 1. ADDRESS (Complete only if registered)  
 2. UNABLE TO DELIVER BECAUSE  
 CLERK'S INITIALS

P030719094  
 RECEIPT FOR CERTIFIED MAIL  
 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL

100 0719094

**RECEIPT FOR CERTIFIED MAIL**  
NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL

SENT TO Steve L. Carlson  
 REGISTERED NO. 0719094  
 CERTIFIED NO. 0719094  
 NO. STATE AND ZIP CODE RI 02576

POSTAGE	\$
CERTIFIED FEE	0
SPECIAL DELIVERY	0
RESTRICTED DELIVERY	0
RESTRICTED DELIVERY	0
RESTRICTED DELIVERY	0
SHOW TO WHOM DATE AND ADDRESS OF DELIVERY	0
SHOW TO WHOM DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	0
SHOW TO WHOM DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	0
TOTAL POSTAGE AND FEES	\$

POSTMARK ON DATE

PS Form 3800, April 1976

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LANDFILL & RESOURCE RECOVERY  
ADMINISTRATIVE RECORD

L&R 002

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PS Form 3800, April 1976

**RECEIPT FOR CERTIFIED MAIL**  
NOT FOR INTERNATIONAL MAIL

NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

SEND TO  
Paul W. Nelson, M. Hall  
1245 Found Hill Rd  
Waco, Texas 76785

POSTAGE

CERTIFIED FEE	1	0
SPECIAL DELIVERY	2	0
RESTRICTED DELIVERY	3	0
SHOW TO WHOM AND DATE DELIVERED	4	0
RESTRICTED DELIVERY	5	0
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERER	6	0
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERER WITH RESTRICTED DELIVERY	7	0
TOTAL POSTAGE AND FEES	8	0

POSTMARK ON DATE

PS Form 3800, April 1976

1. The following service is requested (check one):  
 Show to whom and date delivered.  
 Show to whom, date, and address of delivery.  
 RESTRICTED DELIVERY.  
 RESTRICTED DELIVERY.  
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:  
 Paul W. Nelson, M. Hall  
 1245 Found Hill Rd  
 Waco, TX 76785

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. 0719096 CERTIFIED NO. INSURED ME.  
 (Always obtain signature of addressee or agent)

4. I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
 Paul W. Nelson  
 DATE OF DELIVERY 11/5/79

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE

NOV 5 1979

PS Form 3800, April 1976

**RECEIPT FOR CERTIFIED MAIL**  
NOT FOR INTERNATIONAL MAIL

NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

SEND TO  
Paul W. Nelson, M. Hall  
1245 Found Hill Rd  
Waco, Texas 76785

POSTAGE

CERTIFIED FEE	1	0
SPECIAL DELIVERY	2	0
RESTRICTED DELIVERY	3	0
SHOW TO WHOM AND DATE DELIVERED	4	0
RESTRICTED DELIVERY	5	0
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERER	6	0
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERER WITH RESTRICTED DELIVERY	7	0
TOTAL POSTAGE AND FEES	8	0

POSTMARK ON DATE

PS Form 3800, April 1976

1. The following service is requested (check one):  
 Show to whom and date delivered.  
 Show to whom, date, and address of delivery.  
 RESTRICTED DELIVERY.  
 RESTRICTED DELIVERY.  
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:  
 Cecil A. King  
 395 Meadows Rd  
 Waco, Texas 76785

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. 0719096 CERTIFIED NO. INSURED NO.  
 (Always obtain signature of addressee or agent)

4. I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
 Mrs. C. King

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE

NOV 5 1979

PO3 07 9101  
RECEIPT FOR CERTIFIED MAIL  
NOT FOR INTERNATIONAL MAIL

PS Form 3800, April 1976

**RECEIPT FOR CERTIFIED MAIL**  
NOT FOR INTERNATIONAL MAIL

NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

SEND TO  
C. King  
395 Meadows Rd  
Waco, Texas 76785

POSTAGE

CERTIFIED FEE	1	0
SPECIAL DELIVERY	2	0
RESTRICTED DELIVERY	3	0
SHOW TO WHOM AND DATE DELIVERED	4	0
RESTRICTED DELIVERY	5	0
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERER	6	0
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERER WITH RESTRICTED DELIVERY	7	0
TOTAL POSTAGE AND FEES	8	0

POSTMARK ON DATE

PS Form 3800, April 1976

1. The following service is requested (check one):  
 Show to whom and date delivered.  
 Show to whom, date, and address of delivery.  
 RESTRICTED DELIVERY.  
 RESTRICTED DELIVERY.  
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:  
 Cecil A. King  
 395 Meadows Rd  
 Waco, Texas 76785

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. 0719096 CERTIFIED NO. INSURED NO.  
 (Always obtain signature of addressee or agent)

4. I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
 Mrs. C. King

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE

NOV 5 1979

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LANDFILL & RESOURCE RECOVERY ADMINISTRATIVE RECORD

L&R 002

1184

PS Form 3800, April 1976

**RECEIPT FOR CERTIFIED MAIL**  
NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

1. THE FOLLOWING SERVICE IS REQUESTED (Check one):  
 Show to whom and date delivered  
 Show to whom, date, and address of delivery  
 RESTRICTED DELIVERY  
 Show to whom and date delivered  
 RESTRICTED DELIVERY  
 Show to whom, date, and address of delivery  
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:  
 Elizabeth C. Ellin  
 1515 Found Hill Road RFD  
 Waukesha WI 53190

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. 0719100 INSURED NO.

4. I have received the article described above.  
 SIGNATURE: P. Kazman ADDRESS: 71-5-79 AUTHORIZED AGENT

5. DATE OF DELIVERY: 7-5-79 POSTMARK

6. UNABLE TO DELIVER BECAUSE:  CLIENT'S INITIALS

PS Form 3800, April 1976

**RECEIPT FOR CERTIFIED MAIL**  
NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

1. THE FOLLOWING SERVICE IS REQUESTED (Check one):  
 Show to whom and date delivered  
 Show to whom, date, and address of delivery  
 RESTRICTED DELIVERY  
 Show to whom and date delivered  
 RESTRICTED DELIVERY  
 Show to whom, date, and address of delivery  
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:  
 Elizabeth C. Ellin  
 1515 Found Hill Road RFD  
 Waukesha WI 53190

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. 0719100 INSURED NO.

4. I have received the article described above.  
 SIGNATURE: P. Kazman ADDRESS: 71-5-79 AUTHORIZED AGENT

5. DATE OF DELIVERY: 7-5-79 POSTMARK

6. UNABLE TO DELIVER BECAUSE:  CLIENT'S INITIALS

PS Form 3800, April 1976

**RECEIPT FOR CERTIFIED MAIL**  
NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

1. THE FOLLOWING SERVICE IS REQUESTED (Check one):  
 Show to whom and date delivered  
 Show to whom, date, and address of delivery  
 RESTRICTED DELIVERY  
 Show to whom and date delivered  
 RESTRICTED DELIVERY  
 Show to whom, date, and address of delivery  
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:  
 Elizabeth C. Ellin  
 1515 Found Hill Road RFD  
 Waukesha WI 53190

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. 0719100 INSURED NO.

4. I have received the article described above.  
 SIGNATURE: P. Kazman ADDRESS: 71-5-79 AUTHORIZED AGENT

5. DATE OF DELIVERY: 7-5-79 POSTMARK

6. UNABLE TO DELIVER BECAUSE:  CLIENT'S INITIALS

PS Form 3800, April 1976

**RECEIPT FOR CERTIFIED MAIL**  
NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

1. THE FOLLOWING SERVICE IS REQUESTED (Check one):  
 Show to whom and date delivered  
 Show to whom, date, and address of delivery  
 RESTRICTED DELIVERY  
 Show to whom and date delivered  
 RESTRICTED DELIVERY  
 Show to whom, date, and address of delivery  
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:  
 Elizabeth C. Ellin  
 1515 Found Hill Road RFD  
 Waukesha WI 53190

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. 0719100 INSURED NO.

4. I have received the article described above.  
 SIGNATURE: P. Kazman ADDRESS: 71-5-79 AUTHORIZED AGENT

5. DATE OF DELIVERY: 7-5-79 POSTMARK

6. UNABLE TO DELIVER BECAUSE:  CLIENT'S INITIALS

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LANDFILL & RESOURCE RECOVERY ADMINISTRATIVE RECORD

L&R 002

1185

PS Form 3800, Apr. 1976

RECEIPT FOR CERTIFIED MAIL  
NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See Reverse)

1. The following service is requested (check one):  
 Show to whom and date delivered.  
 RESTRICTED DELIVERY. Show to whom, date, and address of delivery.  
 RESTRICTED DELIVERY. Show to whom and date delivered.  
 RESTRICTED DELIVERY. Show to whom, date, and address of delivery.  
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:  
 Charles C. Duffin  
 70 Westchester St.  
 Providence, R.I.

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. 0719097 INSURED NO. \_\_\_\_\_  
 (Always obtain signature of addressee or agent)

I have received the article described above.  
 SIGNATURE \_\_\_\_\_ Address \_\_\_\_\_ Authorized agent \_\_\_\_\_

DATE OF DELIVERY 5/20/77 POSTMARK \_\_\_\_\_

4. ADDRESS (Complete only if requesting):  
 5. UNABLE TO DELIVER BECAUSE: \_\_\_\_\_ CLERK'S INITIALS \_\_\_\_\_

PS Form 3800, Apr. 1976

RECEIPT FOR CERTIFIED MAIL  
NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See Reverse)

SENT TO:  
 Charles C. Duffin  
 70 Westchester St.  
 Providence, RI

CERTIFIED FEE	1
SPECIAL DELIVERY RESTRICTED DELIVERY	2
SHOW TO WHOM AND DATE DELIVERED	3
RESTRICTED DELIVERY	4
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	5
RESTRICTED DELIVERY	6
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	7
TOTAL POSTAGE AND FEES	8
POSTMARK OR DATE	9

PS Form 3800, Apr. 1976

RECEIPT FOR CERTIFIED MAIL  
NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See Reverse)

1. The following service is requested (check one):  
 Show to whom and date delivered.  
 RESTRICTED DELIVERY. Show to whom, date, and address of delivery.  
 RESTRICTED DELIVERY. Show to whom and date delivered.  
 RESTRICTED DELIVERY. Show to whom, date, and address of delivery.  
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:  
 Blackstone Valley Electric  
 Winding Rd Highway 88  
 Leicester MA 01025

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. 0719099 INSURED NO. \_\_\_\_\_  
 (Always obtain signature of addressee or agent)

I have received the article described above.  
 SIGNATURE \_\_\_\_\_ Address \_\_\_\_\_ Authorized agent \_\_\_\_\_

DATE OF DELIVERY \_\_\_\_\_ POSTMARK \_\_\_\_\_

4. ADDRESS (Complete only if requesting):  
 5. UNABLE TO DELIVER BECAUSE: \_\_\_\_\_ CLERK'S INITIALS \_\_\_\_\_

P03 0719099

RECEIPT FOR CERTIFIED MAIL  
NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See Reverse)

SENT TO:  
 Blackstone Valley Electric  
 Winding Rd Highway 88  
 Leicester MA 01025

CERTIFIED FEE	1
SPECIAL DELIVERY RESTRICTED DELIVERY	2
SHOW TO WHOM AND DATE DELIVERED	3
RESTRICTED DELIVERY	4
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	5
RESTRICTED DELIVERY	6
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	7
TOTAL POSTAGE AND FEES	8
POSTMARK OR DATE	9

1. FROM: (Complete only if not a "RETURN TO" or "RETURN TO ADDRESSEE")

The following apply to registered (check one):  
 Show to whom mail first delivered  
 Show to whom, date, and address of delivery  
 RESTRICTED DELIVERY  
 Show to whom and date delivered  
 RESTRICTED DELIVERY  
 Show to whom, date, and address of delivery  
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:  
 Home Improvement Co  
 523 Allen Ave.  
 Erie, Pa.

3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO.  
 D 719129

4. I have received the article described above  
 SIGNATURE:  Address  Agent  
 N J Qualle

5. DATE OF DELIVERY

6. ADDRESS (Complete only if requested)

7. UNABLE TO DELIVER BECAUSE: CLAIMS INITIALS

NOV 1975  
 MAIL FIRST CLASS

P03 0719109

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—  
 NET FOR INTERNATIONAL MAIL  
 (See Reverse)

SENT TO:  
 Home Improvement  
 523 Allen Ave.  
 Erie, Pa.

POSTAGE	1	2
CERTIFIED FEE		
SPECIAL DELIVERY		
RESTRICTED DELIVERY		
OPTIONAL SERVICE		
SHOW TO WHOM AND DATE DELIVERED		
SHOW TO WHOM DATE AND ADDRESS OF DELIVERY		
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY		
SHOW TO WHOM DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		
TOTAL POSTAGE AND FEES		
POSTMARK OR DATE		

PS Form 3800, Apr. 1975

inspected near us.  
 Landfill + Resource Recovery  
 Blue + Clinton Maynard +  
 Paul + Delta Hall  
 Charles Dupre  
 William + Elmer Parraunt  
 Blackstone Valley Electric  
 Alice A. King  
 Lonita + Harold Brown  
 Home Improvement

Also sent to:  
 Arthur Lissone, N's  
 Richard Hodson, Ben  
 Ronald Sears, Wren Hall  
 Greg Roberts - Terminal 1100  
 Kenneth Neal, 1100 Oldport  
 Sean T. ... ..

1187 7

L&R 002

ADMINISTRATIVE RECORD  
 LANDFILL & RESOURCE RECOVERY

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