TRI-PARTE AGREEMENT
BETWEEN
DELAWARE SOLID WASTE
AND
NEW CASTLE COUNTY
AND CITY OF WILMINGTON

CONTRACT DSWA-16

PSC WC CONTRACT DSWA-16

A MEMORANDUM OF UNDERSTANDING
SUPPLEMENTING THE TRI-PARTE AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING, made this 15th day of July, A.D. 1980, by and between the City of Wilmington, herein referred to as "CITY," and the Delaware Solid Waste Authority, herein referred to as "AUTHORITY."

WHEREAS, the AUTHORITY, the CITY, and NEW CASTLE COUNTY have entered into an agreement referred to as the Tri-Parte Agreement, and

WHEREAS, under that agreement the CITY has leased to the AUTHORITY certain lands currently used for landfilling of solid wastes;

NOW, THEREFORE, the CITY and the AUTHORITY agree to cooperate as follows:

1. The AUTHORITY agrees to provide a sixty (60) foot wide easement through its property (as shown as Area 1 on Exhibit 1 of the Tri-Parte Agreement, copy attached) for a road to provide access to the CITY lands (as shown as Area 2 of Exhibit 1 of the Tri-Parte Agreement).
2. AUTHORITY shall, prior to January 1, 1981, consult the CITY in preparing its plan of operation for utilizing Area 2 (as indicated on Exhibit 1 in the Tri-Parte Agreement) so as to assist the CITY in its long range land use plan.
3. Whenever CITY has a bonafide use for filled and completed land, the CITY may request the AUTHORITY to release such land. The AUTHORITY, after discussing the request with the CITY, agrees to release those completed areas, if such use does not interrupt, restrict,

or disrupt the AUTHORITY's operations, and pursuant to the terms and conditions of the referenced Tri-Parte Agreement.

4. If the CITY leases the land to a third party, the CITY shall be responsible for assuring the AUTHORITY that the CITY's Lessee will not interfere with the AUTHORITY's activities and that the Lessee is aware of the existence of the landfilling activity.

5. The CITY and the AUTHORITY will cooperate in the continued use of Area 3 (as indicated on Exhibit 1 in the Tri-Parte Agreement) for sludge drying at no cost to the CITY. The CITY agrees to provide the dried sludge as cover material at no cost to the AUTHORITY. Such use by the CITY may continue until the Delaware Reclamation Project is opened. The CITY agrees to he responsible for obtaining all of the necessary permits for sludge drying operations.

6. This Memorandum of Understanding is specifically for the purposes of providing an orderly mechanism for implementing the provisions of the Tri-Parte Agreement and is intended to clarify and not modify the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding by their duly constituted representatives on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DELAWARE SOLID WASTE AUTHORITY

By: _____

THE CITY OF WILMINGTON

By: _____
Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Solicitor

TRI-PARTE AGREEMENT

between

DELAWARE SOLID WASTE AUTHORITY

and

NEW CASTLE COUNTY

and

CITY OF WILMINGTON

CONTRACT DSWA-16

THIS AGREEMENT, made this 15th day of July, 1980 by, between, and among the Delaware Solid Waste Authority, a body politic and corporate constituting a public instrumentality of the State of Delaware, hereinafter called "AUTHORITY", New Castle County, a political subdivision of the State of Delaware, hereinafter called "COUNTY", and the City of Wilmington, a duly established municipality of the State of Delaware, hereinafter called "CITY."

WITNESSETH:

WHEREAS, among the functions of AUTHORITY as set forth in 7 Del. C., Section 6404(1) are the planning, design, construction, financing, management, ownership, operation and maintenance of solid waste disposal, volume reduction and resources recovery facilities considered by AUTHORITY to be necessary, desirable, convenient or appropriate in carrying out provisions of the Statewide Solid Waste Management Plan; and

WHEREAS, AUTHORITY is specifically empowered pursuant to 7 Del. C., Section 6406(a)(14) to assume, through contract or otherwise, any existing contract, property right, or interest held by any municipality or county pertaining to solid waste storage, collection, transportation, treatment, processing, disposal, recycling, reuse, or any other use; and

WHEREAS, AUTHORITY has entered into a contract for the design, construction, and operation of a reclamation facility to be located at Pigeon Point, New Castle County, Delaware, such facility to process approximately 1,000 tons per day of municipal solid waste and approximately 350 tons per day of sewage sludge; and

WHEREAS, AUTHORITY intends to enter a contract for the design, construction, and operation of a Steam Electric Generating Facility to be located adjacent to the reclamation facility; and

WHEREAS, COUNTY currently operates a landfill at the Pigeon Point location and adjacent to the site of AUTHORITY's proposed reclamation facility, such operation being on certain lands leased from the CITY and the Delaware River and Bay Authority and certain lands under a license agreement with the Consolidated Rail Corporation; and

WHEREAS, COUNTY owns a shredding plant and fixtures utilized as part of the landfill operations at Pigeon Point; and

WHEREAS, COUNTY has entered into certain agreements with the CITY and AENCO, a private corporation, regarding landfill and solid waste disposal at the Pigeon Point location; and

WHEREAS, AUTHORITY as part of operation of its reclamation facility and Steam Electric Generating Facility, desires to obtain a fee simple interest in certain CITY lands and a long-term leasehold interest in other CITY lands at the Pigeon Point location; and

WHEREAS, AUTHORITY and COUNTY mutually desire that AUTHORITY acquire COUNTY's interest in its shredding plant, fixtures, and certain other items related to solid waste processing and disposal at the Pigeon Point location and assume control and responsibility for solid waste disposal in New Castle County; and

WHEREAS, CITY desires that AUTHORITY accept and process all

of its municipal solid waste at AUTHORITY's reclamation facility; and

WHEREAS, CITY and AUTHORITY desire that as certain of the leased lands are filled and reach final elevations and are of no further use to AUTHORITY that such leased lands be released to the CITY for CITY purposes; and

WHEREAS, the various agreements entered by CITY and COUNTY are in some respects inconsistent or conflicting with AUTHORITY's requirements regarding long-term operations of its reclamation facility and Steam Electric Generating Facility at the Pigeon Point location.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties hereto, each intending to be legally bound hereby, do hereby mutually covenant, promise and agree as follows:

1. The CITY hereby agrees to sell to the AUTHORITY the approximate sixty (60) acres of land designated as Area "1" on Exhibit I attached hereto and made a part hereof for a price based on Seven Thousand Dollars ($7,000.00) per acre, the exact amount to be determined on the basis of the exact area indicated by survey. The CITY agrees to convey to AUTHORITY a fee simple interest in the subject property free and clear of all liens and encumbrances. AUTHORITY and CITY agree to share equally the cost of the survey required to establish the exact area and an adequate description of the subject property. Final settlement shall be held on or before August 1, 1980.
2. The CITY hereby leases to AUTHORITY for the sum of One Dollar ($1.00) per year the land shown as Area "2" on Exhibit I. AUTHORITY shall be entitled to use such

lands for landfill and related activities until the landfill is completed, provided however, that the area shall not be filled to an elevation exceeding 65 feet above mean sea level unless approval is obtained from the CITY. After commencement of operations of the reclamation facility and the Steam Electric Generating Facility the CITY shall also allow the AUTHORITY to use portions of the subject leased lands for storage of materials, reclamation products, and related activities. If after completion of the landfill the CITY decides to utilize a portion of land which the AUTHORITY occupies, the CITY shall notify the AUTHORITY in writing of the area intended for CITY use and the AUTHORITY shall within one hundred eighty (180) days of receipt of such written notice vacate the identified area at which time the CITY shall assume exclusive responsibility for and control of the designated area. The lease of the subject lands shall commence upon AUTHORITY's assumption of operation of the Pigeon Point landfill and shall continue subject to prior takeover by the CITY as provided herein, until such time that the reclamation facility and Steam Electric Generating Facility cease operations. CITY warrants and represents that it has fee simple title to the subject lands and that subject to the provisions herein AUTHORITY shall have full, complete and exclusive enjoyment of the property under this lease.

3. CITY agrees to lease AUTHORITY the approximate fifty (50) acres of land shown as Area "3" on Exhibit I for the sum of One Dollar ($1.00) per year for deposit of inert materials and for deposit and/or disposal of

sewage sludge as a back up to the reclamation facility. CITY and AUTHORITY agree that the CITY, at its option, may provide the AUTHORITY other substitute lands suitable for the deposit of inert materials and/or disposal of sewage sludge in lieu of all or portions of the above referenced Area "3", provided that such other lands shall be within reasonable proximity of the reclamation facility and Steam Electric Generating Facility. The lease of the subject lands shall commence upon AUTHORITY's assumption of operation of the Pigeon Point landfill and shall continue for and during the inital twenty (20) year operating terms of the reclamation and Steam Electric Generating facilities and any extensions thereto agreed by the CITY. CITY warrants and represents that it has fee simple title to the subject lands, including any substitute property, and that subject to the provisions herein AUTHORITY shall have full, complete and exclusive enjoyment of the property under this lease.

4. COUNTY hereby assigns to AUTHORITY all its rights, duties and interests in its lease dated June 23, 1975, with the Delaware River and Bay Authority, a copy of which is attached hereto as Exhibit II.

5. COUNTY, subject to approval of Consolidated Rail Corporation (Conrail), hereby assigns to AUTHORITY all its rights, duties and interest in its license agreement dated December 12, 1977, with Conrail, a copy of which is attached hereto as Exhibit III. AUTHORITY shall be responsible for obtaining said approval.

6. CITY and COUNTY agree to cancel the lease and all obligations thereunder dated June 24, 1971, covering

landfill operations effective the date of AUTHORITY's assumption of operation of the landfill. AUTHORITY agrees to indemnify, defend and hold harmless the CITY and COUNTY from and against any and all loss, costs, damages, claims, actions or liability on account of the death of or injury to any person or persons or the damage to, destruction or contamination of any property, water, or soil, or pollution arising from or growing out of the use and occupancy of the landfill by the AUTHORITY commencing the date of operation of the landfill by the AUTHORITY. CITY and COUNTY agree to indemnify, defend, and hold harmless AUTHORITY from and against any and all loss, costs, damages, claims, actions, or liability on account of the death of or injury to any person or persons or the damage to, destruction or contamination of any property, water, or soil, or pollution arising from or growing out of landfill operations or uses of the property prior to the date of commencement of landfill operations by the AUTHORITY. COUNTY warrants, represents, and certifies to AUTHORITY that it has and will conduct landfill operations in full compliance with all applicable laws, regulations, and ordinances to and until the date that AUTHORITY assumes operation of the landfill.

7. CITY and AUTHORITY agree to cancel the agreement dated February 2, 1978, effective with execution of this agreement.

8. COUNTY agrees to transfer to AUTHORITY its fixtures and improvements (excluding moving equipment) located or associated with County's use of the Pigeon Point landfill site, as listed in Exhibit IV which is attached

hereto, including, but not limited to, the shredding plant, spare parts, electrical transformers and service wires, buildings, scales, and appurtenances thereto.

9. COUNTY shall allow its agreement with AENCO dated March 28, 1976, pertaining to certain operations at the Pigeon Point landfill to expire and shall be exclusively responsible for satisfying any obligations thereunder.

AUTHORITY agrees as of the date of assumption of landfill operations at the Pigeon Point landfill that it will make payments to the COUNTY in accordance with Exhibit V for capital improvements as preliminarily determined and subject to adjustment through audit or approved increase. Payments hereunder shall be paid to the COUNTY fifteen (15) days in advance of the COUNTY's bond principal and interest payment dates. In the event AUTHORITY fails to make payment hereunder prior to the COUNTY's bond principal and interest payment date AUTHORITY agrees to pay to the COUNTY interest expense and/or loss of investment earnings incurred by the COUNTY and such additional legal costs incurred by the COUNTY for collection of such amounts during any period after the COUNTY's due date until payment is made by AUTHORITY and such payment of interest shall be the COUNTY's exclusive remedy for such late payment. COUNTY agrees that no additional capital expenditures at the landfill site shall be made without prior written approval of the AUTHORITY. In the event AUTHORITY consents to a capital improvement and agrees to pay to the COUNTY an amount related thereto such amount shall be paid by adding the amount to the August 15, 1978 bond issue payment schedule set forth in Exhibit V and

recomputing the payments of interest and principal thereunder to reflect the increased principal amount at such bond rate of interest. COUNTY warrants, represents, and certifies to AUTHORITY that the capital improvements reflected by the payment schedules set forth in Exhibit V and other capital improvements consented to by the AUTHORITY are and will be bona fide expenditures for capital improvements related to the landfill which will remain at the landfill and become a part of the landfill operation and that no vehicle costs, operating expenses, repair costs, or noncapital costs have been included. The Authority, upon reasonable notice and at its expense, shall have the right to audit all COUNTY accounts subsequent to AUTHORITY's December 11, 1977 audit by Haskin and Sells related to purchases of past and future capital items related to the landfill and the AUTHORITY shall be responsible for payment regarding only those cost items which can be clearly identified as qualifying for payment hereunder. In the event it is established that an expenditure does not qualify for repayment hereunder such an expenditure shall be deleted from the payment schedule of the bond issue to which it relates and the payment schedule shall be recomputed accordingly.

All outstanding accounts for landfill tipping fees owed to the COUNTY prior to the date of assumption of operation by AUTHORITY shall be and remain the property of the COUNTY and the COUNTY shall be responsible for collection; provided however, that AUTHORITY shall cooperate with the COUNTY regarding collection of accounts by restricting and/or denying dumping privileges

to licensed collectors who have failed to make payment to the COUNTY. COUNTY shall provide to AUTHORITY a request in writing regarding denial or restricting of disposal privileges identifying such licensed collectors. COUNTY agrees to indemnify and hold harmless the AUTHORITY from any and all liability, including expenses and legal fees, resulting from AUTHORITY's actions in response to any such written request. AUTHORITY shall be exclusively entitled to all landfill fees and/or charges as of the date of assumption of operation of the landfill. This Agreement shall not be interpreted or construed to create any rights for holders of bonds, notes or other obligations of the COUNTY.

10. Except as expressly provided otherwise herein, CITY and COUNTY shall be exclusively responsible for their respective debts, liabilities, and obligations related to the Pigeon Point landfill operation which were incurred prior to the date AUTHORITY assumes possession and control of landfill operations and CITY and COUNTY agree to indemnify and hold harmless AUTHORITY from any liability, including expenses and legal fees, related thereto.

11. AUTHORITY shall be responsible for obtaining any and all necessary State and federal permits and approvals regarding use of the Pigeon Point Site.

12. AUTHORITY shall assume possession and control of landfill operations on January 1, 1981. In order to effectuate a satisfactory transition in landfill operation COUNTY and CITY agree to cooperate and provide reasonable assistance to AUTHORITY regarding AUTHORITY's preparation for assumption of control of landfill activities.

In particular, COUNTY and CITY agree to make available to AUTHORITY all books, records, data, and pertinent information related to the landfill for Inspection or audit and to provide access to the site and all facilities and improvements.

13. The announcement or wording regarding the surcharge or increment of cost associated with or resulting from this Agreement and reflected in tipping fee billings or invoices shall be as set forth in Exhibit VI.

14. The parties hereto agree to cooperate and assist each other in carrying out the intent and purposes of this Agreement.

15. No extension or indulgence granted by any of the parties hereto or any authorization, change, or modification to this Agreement consented to by the parties shall constitute an amendment or modification of this Agreement, except if said agreement is modified or amended by a document signed by all parties hereto. In the event one party is not adversely affected by an amendment or modification which exclusively affects the other parties, such unaffected party's consent shall not be unreasonably withheld.

16. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto, by and through their respective undersigneds and authorized representatives, intending to be bound thereby, have executed this Agreement.

In the presence of:

W. E. McLaughlin 7/15/80
CITY OF WILMINGTON

Betty Pesce
Witness

Mary D. Joanlin
COUNTY OF NEW CASTLE

Susan H. Clayton 7-3-80
Witness

N. C. Frank
DELAWARE SOLID WASTE AUTHORITY

June W. Peacock
Witness

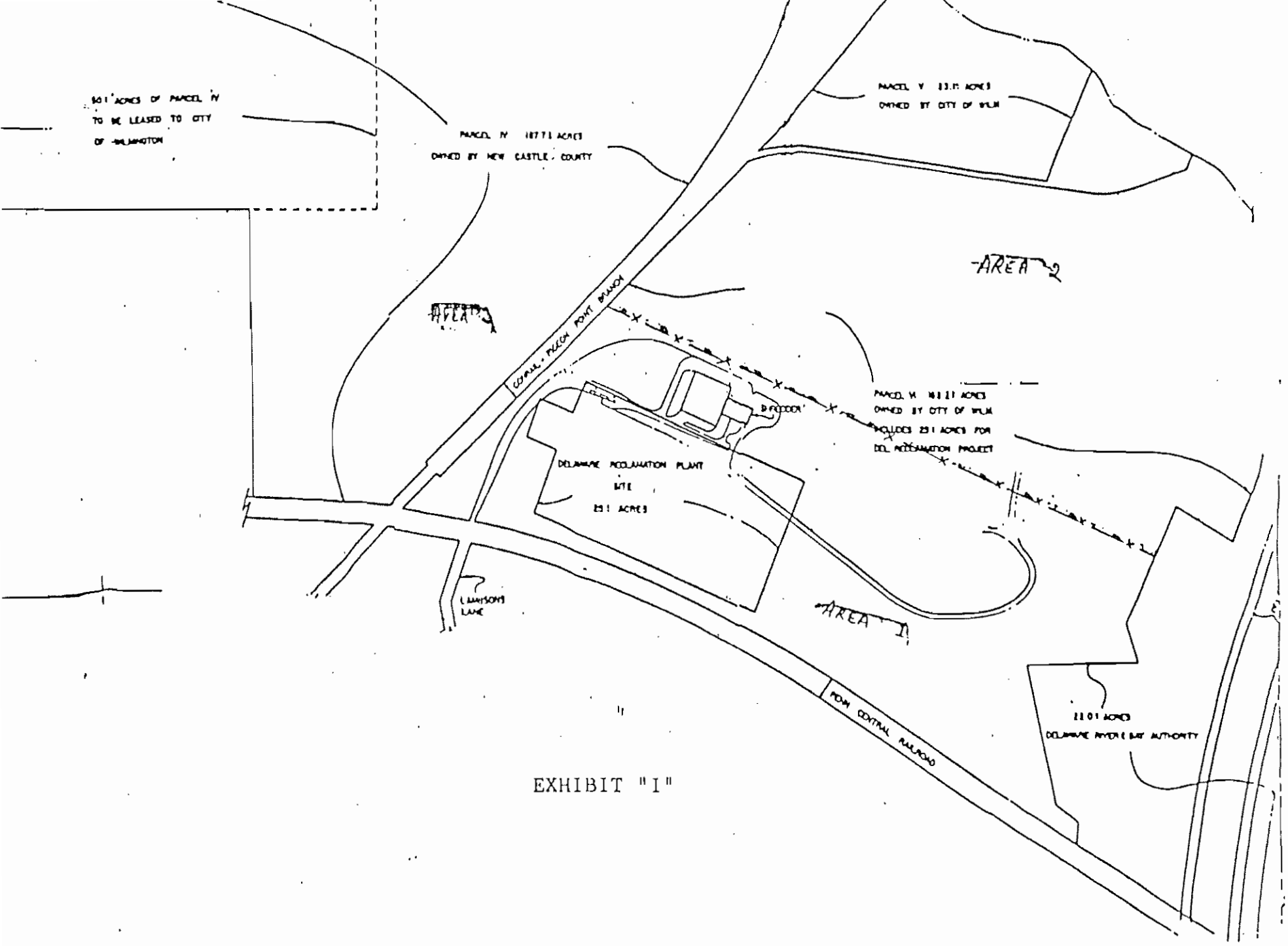
PARCEL IV 187.71 ACRES
OWNED BY NEW CASTLE COUNTY
PARCEL V 33.11 ACRES
OWNED BY CITY OF WILM
AREA 2
AREA 3
CONRAIL - PENN POINT RAILROAD
PARCEL VI 161.21 ACRES
OWNED BY CITY OF WILM
INCLUDES 23.1 ACRES FOR
DEL RECLAMATION PROJECT
DELAWARE RECLAMATION PLANT
SITE
23.1 ACRES
LAMISONS
LANE
AREA 1
PENN CENTRAL RAILROAD
21.01 ACRES
DELAWARE RIVER & BAY AUTHORITY

EXHIBIT "I"

EXHIBIT "11"

AGREEMENT

THIS AGREEMENT, made this 23rd day of June A.D., 1975 by and between NEW CASTLE COUNTY, hereinafter "County" political subdivision of the State of Delaware, and the DELAWARE RIVER AND BAY AUTHORITY, hereinafter "Authority",

WITNESSETH

WHEREAS, the Authority is the owner of certain land containing 30.2 acres more or less adjacent to County's Pigeon Point Landfill and described more particularly on Exhibit A attached hereto; and

WHEREAS, County desires to use that portion of subject property as delineated in Exhibit A attached, (Part 1, a description of the lands of Delaware River and Bay Authority to be leased to New Castle County, Delaware, and Part 2, a location plan of said property as delineated on the drawings prepared by Edward H. Richardson and Associates, drawing number 1233-12-3, dated 1-30-75, revised 6-5-75.)

WHEREAS, Authority has agreed to permit the use of the subject property for such purpose;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto covenant and agree as follows:

(1) Authority will permit County to use the property as described and delineated on Exhibit A for landfill purposes.

(2) Authority will permit the County reasonable ingress and egress for all purposes incident to such landfill purposes, except

(3) County will relocate the present boundary fence parall to the toe of the landfill slope. The method of fence relocation sha be acceptable to the Authority.

(4) County agrees that upon termination of this agreement it shall replace the right-of-way fence along the boundary of Authority's property. The method of fence relocation shall be acceptable to the Authority. This includes the acceptability of the fence, the need for surveys, the relocation of monuments and any other details necessary to complete the work in a manner acceptab to the Authority.

County agrees to grade and topsoil and seed and vegetat the area with grass, trees, and shrubs when the landfill use is concluded.

(5) County will realign Magazine Ditch to lie between the relocated fence and the bridge and approach if required by the Authority. The County agrees to maintain said relocated ditch to the satisfaction of the Authority. This includes the placing of rip-rap on the slopes if erosion control is necessary in the opinion of the Authority.

(6) County will install an underground leachate collection ditch system and a surface storm water collection system between the relocated fence and toe of the landfill slope to comply with pollution prevention requirements. County agrees to maintain thes systems.

intention to terminate. County agrees that all the terms and conditions contained in this agreement are to continue to be the responsibility of the County after the termination of the agreeme

(8) County shall be solely liable for and shall indemnify and hold Authority safe and harmless from and against any and al loss, cost, damage, claim, action or liability on account of the death of or injury to any person or persons or the damage to or destruction of any property or any environmental damage includin but not limited to water or air pollution and specifically including damage to third party wells arising from pollution of underground aquifers arising from or growing out of its exercise of rights here in granted or its exercise of rights assumed in connection therewi The County's liability and obligations assumed shall survive the term of this agreement and remain in effect so long as the Authority is the owner of the subject property. The County's liability shall include the obligation to take at its own cost whateve remedial action may be required to prevent damage as outlined ab or to remedy such damage if it occurs including but not limited to the removal of all materials deposited in connection with the land fill if required.

(9) The County shall be solely responsible for securing al necessary approvals from local, state, and federal regulatory agencies and shall be solely for and shall indemnify and hold the Authority safe and harmless from and against any and all loss, cost, damage, claim, action or liability on account of the death of

of any property or any environmental damage including but not limited to water or air pollution and specifically including damage third party wells arising from pollution of underground aquifers arising from or on account of its failure to secure any such require permits or on account of its violations of the terms and conditions any such permits.

IN WITNESS THEREOF, the parties have set their hands and seals the day and year above written.

DELAWARE RIVER AND BAY AUTHORITY

Director

Witness

NEW CASTLE COUNTY

County Executive

Witness

Director of Public Works

Witness

PRINTED IN U.S.A.

LICENSE AGREEMENT FOR PRIVATE GRADE CROSSING

AGREEMENT, made this 12th day of December A.D. 19 77, between CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation

, as party of the first part (hereinafter called "Railroad") and NEW CASTLE COUNTY, DEPARTMENT OF PUBLIC WORKS

, as party of the second part (hereinafter called "Licensee");

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, lessee, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, use, maintain, repair, renew and ultimately remove: one (1) private vehicular crossing, 30 feet in width, at grade, over the roadway and track of the Delaware River Extension Branch of Railroad at Valuation Station 129+95±, located 2435 feet east of Mile Post 2, at a point 0.58 of a mile west of the Station of Pigeon Point, New Castle County, Delaware, more expressly shown in the color green on Plan Number File: P46-14-1, dated December 5, 1977, hereto attached and made a part hereof, and known as Exhibit "A".

but under and subject to the conditions and obligations herein set forth, which are hereby accepted and agreed to as covenants by the Licensee:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of One Hundred Fifty Dollars ($ 150.00) as reimbursement for the costs and expenses incident to the preparation of this Agreement, together with the further sum of One Hundred Dollars ($ 100.00) per year as minimum annual rental and with no right of refund for any cause whatsoever, which said sum shall be payable annually in advance commencing as of the First day of APRIL 19 78. Railroad reserves the right to make adjustments in the rental charges.

2. The crossing shall be a private one, and the Licensee shall not permit it to be used except by the Licensee, its officers, employes, agents and other persons having business or visiting with the Licensee. The word "crossing" when used herein shall also include any appurtenances thereof.

3. The crossing shall be located, constructed and maintained in exact accordance with said Exhibit "A", and no departure shall at any time be made therefrom except upon permission in writing granted by the Chief Engineer of the Railroad, or his designee.

4. (a) All materials and all work herein contemplated shall be furnished and performed by and at the sole cost and expense of the Licensee, and at such time and in such manner as shall be approved by the Chief Engineer of the Railroad, or his designee; or the Railroad may, at its option, from time to time, furnish and provide such materials and do and perform such work or any part thereof at the sole risk of the Licensee and in accordance with the provisions of Article "10" hereof. Before performing any work (except emergency repairs and cleaning the flangeways) at the crossing, the Licensee shall give the Chief Engineer of the Railroad, or his designee, at least forty-eight (48) hours' written notice.

(b) Said private grade crossing shall also include adequate drainage facilities necessary or appropriate for the prevention of flooding or any other kind of water damage in the general area which drainage facilities shall be installed, repaired, maintained and cleaned at all times by and at the sole risk, cost and expense of the Licensee.

5. (a) The Licensee shall at all times maintain, repair and renew the crossing and all facilities used in connection therewith, and keep the flangeways in the crossing free and clear of dirt, ice, snow and debris; and shall in any event, upon notice in writing from the Railroad, requiring the Licensee so to do, promptly maintain, repair or renew the whole or any part thereof; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, employes or patrons, may at any time, with or without prior notice to the Licensee, provide necessary materials for and do and perform any work of maintenance, repair or renewal thereof in accordance with the provisions of Article "10" hereof.

(b) The Licensee when performing any work at the crossing shall furnish any necessary watchmen to see that men, equipment and materials are kept a safe distance away from the tracks on the approach of any moving equipment on the tracks.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem crossing flagmen or watchmen desirable or necessary to properly protect the crossing, the Railroad may place flagmen or watchmen thereat at the sole risk, cost and expense of the Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand in accordance with the provisions of Article "10" hereof. The furnishing or failure to furnish flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

6. The Railroad shall have the right from time to time, at the sole cost and expense of the Licensee, to take up and replace all or any part of the crossing in order to maintain, repair or renew facilities of the Railroad within the crossing area and to bill the Licensee therefor in accordance with the provisions of Article "10" hereof.

7. In the event the Railroad shall be required, or may desire at any time, or from time to time, to change the grade or location of any of its tracks or facilities, or to remove, construct or add to any of its tracks or facilities upon land owned or used by the Railroad, then the Licensee shall, without cost or expense to the Railroad, and within thirty (30) days after service of notice in writing requiring the Licensee so to do, make such adjustments or relocations in the Licensee's facilities herein provided for as may in the opinion of the Railroad be necessary and adequate.

8. The Railroad shall have the right at all times to paramount use of its track(s) and right-of-way or property at the crossing, and the Licensee shall exercise the greatest care in the use of the crossing and shall require the Licensee's officers, employes and agents, and others permitted hereunder to use the crossing, likewise to exercise the greatest care in the use of the crossing.

9. (a) The Licensee shall erect, maintain and renew appropriate signs, or notices, satisfactory to the Railroad, setting forth the fact that the crossing is private; and shall take such further steps as may be necessary to prevent unauthorized persons from entering upon or using the crossing for any purpose whatsoever.

(b) If it so desires, the Railroad may at any time install, maintain and renew standard grade crossing signs, and the Licensee hereby agrees to pay all cost and expense incident to the installation, maintenance and renewal thereof in accordance with the provisions of Article "10" hereof.

(c) The Licensee shall take or cause to be taken such precautionary measures as may be necessary to avoid injury to or death of persons or damage to or destruction of property at the crossing; and, if the Railroad should at any time, and from time to time, request the Licensee to take any other measures or to furnish any form of protection (either new or additional protection) at the crossing, the Licensee, at its sole cost and expense, shall promptly cause the protection requested or directed by the Railroad to be installed and maintained. In the event the Licensee fails promptly so to do, the Railroad may, at its option, install and maintain such protection as in its judgment may be necessary, and the Licensee hereby agrees to pay in the first instance, or to reimburse the Railroad for, the cost and expense thereof, in accordance with the provisions of Article "10" hereof.

(d) ~~The Licensee shall also, at its sole risk, cost and expense, erect, maintain, repair and~~ renew appropriate lock-type chain barricades or gates ~~on both sides of the crossing~~ satisfactory to the Railroad, which ~~shall be suitably situated~~ and shall be kept closed and locked at all times when ~~the crossing is not in actual use.~~ - SEE AMENDMENT ATTACHED TO THIS AGREEMENT.

(e) In any event, the sole responsibility for protecting the aforesaid crossing from the standpoint of safety and the duty of otherwise policing the crossing shall rest exclusively on the Licensee at all times and under all circumstances.

(f) If it is deemed necessary by the Railroad, federal, state or municipal authorities, or any other governing body, to install automatic protection at the crossing, said automatic crossing protection shall be installed, maintained and ultimately removed by Railroad at the sole cost and expense of Licensee.

10. All costs and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said crossing shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any Article hereof, the Licensee agrees to pay to the Railroad the actual cost of material plus the

current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of the Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at rates which are effective at the time of the performance of any work by employes of the Railroad on said crossing. The Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by the Railroad.

11. The Licensee agrees to assume and pay any and all taxes and assessments which may be levied upon the facilities afforded the Licensee under this Agreement, and hereby agrees to indemnify, protect and save harmless the Railroad therefrom.

12. The permission and license hereby afforded shall be the personal privilege of the Licensee, and no assignment or transfer thereof by operation of law or voluntary act of the Licensee shall be made, or other use of the crossing be permitted than as herein provided, without the consent in writing of the Railroad being first had and obtained.

13. The Licensee hereby releases and waives all right or alleged right at any time to ask for or demand damages from the Railroad, or its employes, that have occurred or may occur, to the Licensee, to the crossing or to any property owned by or in possession or control of the Licensee, or the Licensee's officers, employes or agents, while in or upon the crossing, including loss of use thereof, and whether due to the fault, failure or negligence of the Railroad, or otherwise; and the Licensee further covenants and agrees to indemnify, protect and save harmless the Railroad and its employes from and against all loss, cost, damage and expense, and claims and demands therefor, caused by or in connection with the presence, location, use, construction, condition, maintenance, repair, renewal, or removal of the crossing, or the facilities of the Licensee used in connection therewith, or injury or damage caused thereto or thereby, and whether to the property of the Railroad, or to property in its possession, control or custody, to its employes, patrons or licensees, to the Licensee, to the Licensee's employes, patrons or licensees, or to persons or property of others who may seek to hold the Railroad liable therefor, and whether attributable in whole or in part to the fault, failure or negligence of the Railroad, or otherwise.

14. (a) Before this Agreement shall be effective, the Licensee shall at its sole cost and expense procure, provide, deliver to the Railroad and thereafter maintain in effect during the term of this Agreement public liability insurance, as well as contractual liability insurance covering all liabilities assumed by the Licensee under Article "13" of this Agreement, without exception or restriction of any kind. Said insurance shall be in limits of not less than Two Million Dollars ($2,000,000) single limit, bodily injury, death and/or property damage whether of the Licensee, the Railroad, or others, and said insurance shall be in such companies and in such form as shall be acceptable to the Railroad. Said insurance shall be endorsed to provide that the Railroad will be notified in writing at least ten (10) days in advance by the insurance company of any cancellation or changes which modify the coverage provided thereunder. The providing of such insurance shall not be deemed a limitation on the liability of Licensee as provided in this Agreement, but shall be additional security therefor.

(b) The Licensee may, in lieu of providing insurance herein required, pay in advance to Railroad the further annual minimum sum of One Hundred Ninety-Five dollars ($ 195.00), whereupon the conditions of Article "13" hereunder shall have no application insofar as the Licensee's obligation to indemnify the Railroad for damages resulting from or arising out of the Railroad's negligence is concerned. Notwithstanding anything to the contrary, however, payment of said annual minimum sum shall not relieve the Licensee of payment for any injury, damage or loss for which the Licensee is held liable. It is the intent of this provision that Licensee shall be obligated to provide either the insurance in Article "14 (a)" above without modification of Article "13", or in the alternative, the annual minimum sum hereinabove specified in this Article "14 (b)."

15. Notwithstanding any other provisions of this Agreement, in the event the Licensee shall fail to fully, faithfully and strictly comply with the provisions of Articles "13" and "14" hereof, all rights and privileges herein granted shall automatically cease and terminate and the Railroad shall have the immediate right (without notice to the Licensee) to barricade and remove said crossing at the expense of the Licensee in accordance with the terms of Article "10" of this Agreement.

16. Subject to the provisions of Article "14", this Agreement shall become and be effective as of the First day of APRIL A.D. 19 78, and shall be terminable upon not less than thirty (30) days' notice in writing served or given by either party hereto to the other; provided however, that this Agreement may be terminated by the Railroad at any time upon violation of any of the terms hereof by the Licensee. Prior to the termination of this Agreement, the Licensee shall remove all of the crossing, in, upon or over the right-of-way or property and track of the Railroad and place or replace the said right-of-way or property and track of the Railroad in a neat, clean and safe condition, and upon refusal or failure of the Licensee so to do, then the Railroad may wreck and scrap or convert the same to its own use without liability in any event for compensation or damages therefor.

17. The burden of obtaining all permits and approvals which may be necessary or appropriate shall be upon the Licensee and shall be at the sole risk, cost and expense of the Licensee whose responsibility it shall be to comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad, and the Licensee hereby agrees to indemnify, protect and save harmless the Railroad therefrom.

18. This instrument constitutes the entire agreement between the parties and there are no other terms, conditions and provisions applicable to this transaction except the following: _____

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 12 of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

WITNESS:

Leonard E. Leopold

CONSOLIDATED RAIL CORPORATION

BY R. W. Orr

R. W. Orr
Assistant Vice President - Contracts

WITNESS:

Marlene A. Stewart

NEW CASTLE COUNTY, DEPARTMENT OF PUBLIC WORKS

BY Albert W. Nicolozy

Its DIRECTOR OF PUBLIC WORKS

FILE: P46-14-1
EXHIBIT "A"
12-5-77

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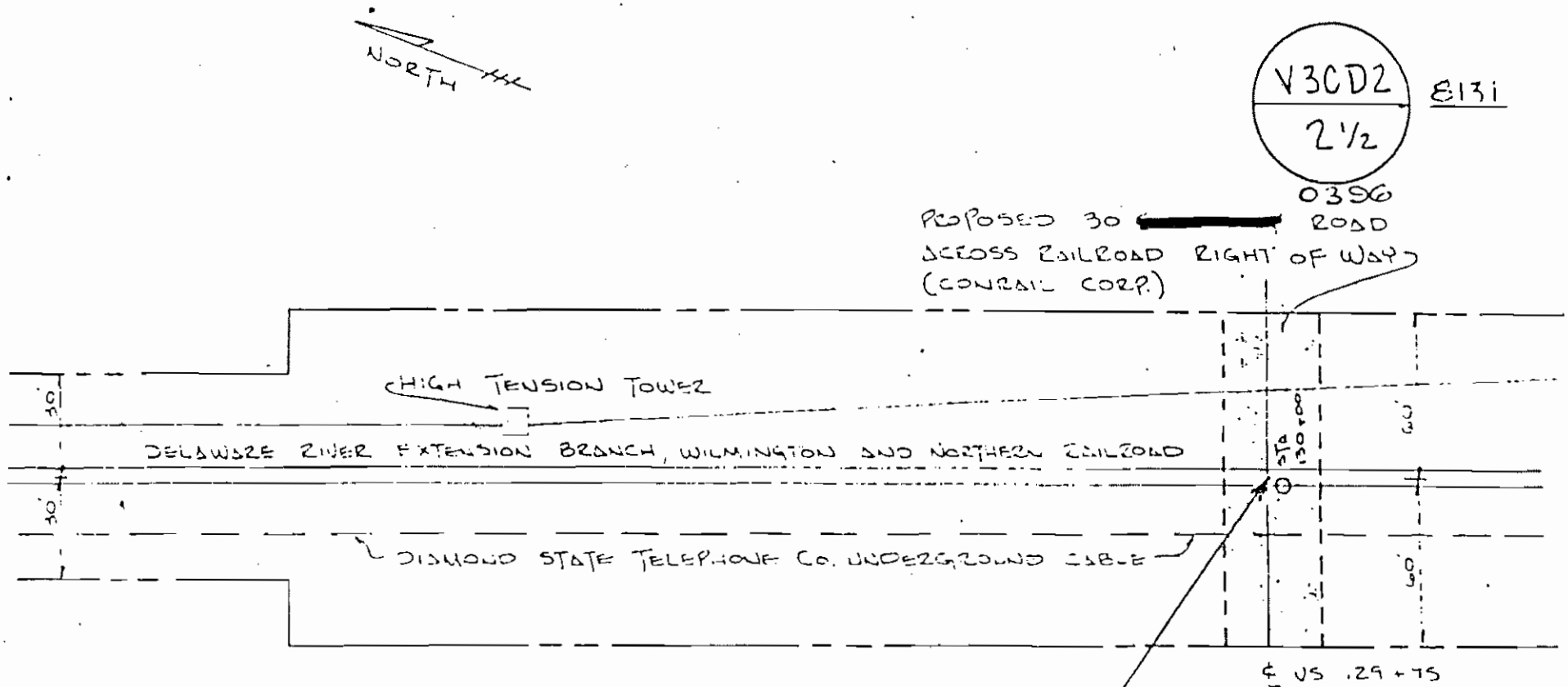

VS 129+95 ±
0.58 MI. W. OF
PIGEON POINT, DEL.
DELAWARE RIVER
EXT. BR.

PROPOSED RAILROAD CROSSING
AT
PIGEON POINT LANDFILL
NEW CASTLE COUNTY

NEW CASTLE COUNTY
RAILROAD CROSSING

PREPARED BY:
EDWARD H. RICHARDSON ASSOC.

SCALE: 1" = 50'

Comm: 1233-12-3 January 30, 1975

DESCRIPTION OF PART OF LANDS OF
DELAWARE RIVER & BAY AUTHORITY
TO BE LEASED TO
NEW CASTLE COUNTY
NEW CASTLE HUNDRED, NEW CASTLE COUNTY, DELAWARE

BEGINNING at a point, said point being located on the southeasterly side of the P.W. & B.R.R. CO. (New Castle cut-off) R.O.W. 100' wide, and 23' north from the northerly side of the WEST BOUND LANE OF INTERSTATE DELAWARE ROUTE 295 THE DELAWARE MEMORIAL BRIDGE;

THENCE, from the point of beginning along lines of the aforesaid P.W. & B.R.R. CO., N 34° 56' 41.39" E, 600'± to a point, a corner for LANDS OF OTHERS;

THENCE, by the same, the following eight (8) courses and distances:

1. S 79° 43' 23.61" E, 91.45' to a point;
2. N 41° 31' 36.39" E, 145.20' to a point;
3. N 81° 00' 50" E, 687.89' to a point;
4. S 0° 36' 13.39" W, 561.49' to a point;
5. N 76° 01' 43.39" E, 195.04' to a point;
6. S 63° 32' 46.61" E, 628.74' to a point;
7. S 33° 15' 01.39" W, 344.32' to a point;
8. S 66° 29' 59" E (passing over a concrete monument at 1202.34') 1426.71' to a point in the DELAWARE RIVER;

THENCE, by the same, S 29° 39' 37" W, 150± to a point, 23' north of the aforementioned WEST BOUND LANE OF INTERSTATE DELAWARE ROUTE 295, THE DELAWARE MEMORIAL BRIDGE:

THENCE, by the same, 23' distant from and parallel to the aforementioned northerly side of the WEST BOUND LANE OF INTERSTATE DELAWARE ROUTE 295, THE DELAWARE MEMORIAL BRIDGE, to the first mentioned point or place of beginning;

CONTENTS thereof be what they may.

* * * * * * * * * * * * *

Comm: 1233-12-3 January 30, 1975

DESCRIPTION OF PART OF LANDS OF DELAWARE RIVER & BAY AUTHORITY TO BE LEASED TO NEW CASTLE COUNTY, NEW CASTLE HUNDRED, NEW CASTLE COUNTY, DELAWARE

NOTE: All Bearings and Distances as stated herein are taken from a Plan by Howard, Needles, Tammen & Bergdoff, dated May 1971 and titled, "Delaware River & Bay Authority, Delaware Memorial Bridge, Second Structure R.O.W., Plan, Sheet No. 4 of 4.

* * * * * * * * * * * * * * * * * * * *

cc: New Castle County, Dept. of Public Works (3)
File (1)

EXHIBIT "IV"

AENCO, INC.
1502 REYBOLD AVENUE
POST OFFICE BOX 387
NEW CASTLE, DELAWARE 19720
PHONE: (302) 328-1361

INVENTORY OF 4/7/78

PREPARED BY: K. Akers

AENCO PLANT SUPPLY INVENTORY

SHREDDER PARTS	QTY.	UNIT COST	TOTAL COST
73 1/2 Grate Bars - Hardfacing	8	$ 1,400.00	$ 11,200.00
73 1/2 Cutter Bars + Hardfacing	14	1,275.00	17,850.00
70" Hammer Pins	9	137.00	1,233.00
68 1/4 Hammer Pins	9	135.00	1,215.00
130# Standard Hammers	35	81.20	2,842.00
Replacement Rotor	1	12,500.00	12,500.00
Shredder Coupling Halfs-Covers (Falk 190F)	5	125.00	625.00
Shredder Coupling Cover Rubber Seals	5	10.21	51.05
Shredder Coupling Halfs	5	928.00	4,640.00
Shredder Mounting Bolts (11/2" x 17" long)	6	31.57	189.42
Quarter Panel Bolts (1"4 x 3 1/2)	75	1.38	101.25
80° C'S'K Head Liner Plate Bolts (11"4 x 4 1/2)	100	5.14	514.00
Pillow Block Hold Down Bolts (1"4 x 8")	10	6.07	60.70
Replacement Lubrication Assembly	1	744.00	744.00
Replacement Lubrication Pump (1 GAM)	1	104.00	104.00
Shredder Hardsurface Weld Rod (Stoody 31)	375#	1.91/#	716.25
Shredder Hardsurface Build-up Rod (Stoody)	400#	1.95/#	780.00
Explosion Suppression System Parts			
Pump (Hypro #B-5041-A)	1	323.00	323.00
Pump Service Kits	6	6.00	36.00
Nozzles for Spray System	24	12.00	288.00
Nozzle Bodies for Spray System	24	12.00	288.00
Z-Slat Conveyor Parts			
Drive Chain #140	5 ft	13.68/ft	68.40
#140 Connecting Links	10	2.57	25.70
Drive Chain #200	5 ft	32.80/ft	164.00
#200 Connecting Links	10	7.25	72.50
Varidrive Unit-US Motors 20 HP Fr.54-324-50, Type VEVI-TF-GL	1	7,042.00	7,042.00
Axle Pins	60	5.03	301.80
Axle Bushings	75	3.40	255.00
Outer Links	25	5.63	140.75

A Cargill Company

SOLID WASTE RECLAMATION SYSTEMS

AENCO, INC.
1502 REYBOLD AVENUE
POST OFFICE BOX 387
NEW CASTLE, DELAWARE 19720
PHONE: (302) 328-1361

Z-Slat Conveyor Parts cont'd	Qty	UNIT Cost	TOTAL Cost
Inner Links (Side Wings)	75	$ 20.89	$ 1,566.75
Wheels	40	6.70	268.00
Lubrication System Nozzles	36	3.62	130.32
Motors			
3 H.P. 1740 R.P.M. Frame 182T	1	332.00	332.00
3/4 H.P. 1745 R.P.M. Frame 56	1	286.00	286.00
5 H.P. 1740 R.P.M. Frame 184T	1	410.00	410.00
10 H.P. 1750 R.P.M.	1	624.00	624.00
3 H.P. 1750 R.P.M. Frame 213	1	332.00	332.00
10 H.P. 3480 R.P.M. Frame 213T	1	564.00	564.00
1 H.P. 1730 R.P.M. Frame 56	2	262.00	524.00
1/2 H.P. 1725 R.P.M. Frame H56	2	175.00	350.00
1 1/2 H.P. 1725 R.P.M. Frame 145T	1	276.00	276.00
15 H.P. 1755 R.P.M. Frame 254T	2	834.00	1,668.00
Rubber Belt Conveyor Parts			
60" Belting	36 ft new	24.51/ft	884.52
48" Belting	50 ft used	10.00/ft	500.00
60" Belt Splicing Kits	7	32.52	227.64
48" Belt Splicing Kits	8	26.02	208.16
V-Belts	50 asstd	9.75	487.50
Skirt Board Wiper Mat'l	300 ft	1.49/ft	447.00
60" Flat Idler w/brackets	20	114.00	2,280.00
48" Flat Idler w/brackets	11	87.00	957.00
60" Heavy Duty Impact Idlers	6	429.78	2,578.68
60" Troughing Rollers (W/Frame)	2	484.93	969.86
48" Troughing Rollers (No Frame)	10	59.50	595.00
Replacement Transfer Conveyor Frame	1	673.00	673.00
Transfer Conveyor Head Shaft	1	148.63	148.63
Transfer Conveyor Tail Shaft	1	51.25	51.25
60" Wing Tail Pulley (Self-cleaning)	1	594.00	594.00
TDT-625 Reducer - Dodge	1	1,050.00	1,050.00
Foote Reducer 25:1	1	400.00	400.00
Tie Rod Assemblies for Reducers	3	60.57	181.71
Dodge Taper Lock Bushing - 2517 x 1 15/16"	7	5.00	35.00
Dodge Taper Lock Bushing - 2517 x 2 7/16"	2	5.00	10.00

AENCO, INC.
1302 REYBOLD AVENUE
POST OFFICE BOX 387
NEW CASTLE, DELAWARE 19720
PHONE: (302) 328-1361

Inventory as of 4/7/78

Rubber Belt Conveyor Parts	QTY	Unit Cost	Total Cost
Dodge Taper Lock Bushing - 3020 x 2 15/16"	2	$ 8.60	$ 17.20
Dodge Taper Lock Bushing - 3020 x 3"	1	8.60	8.60
R. J. Dick Bushing - H3-25x 1 15/16	2	11.75	23.50
Sheaves (Misc. sizes)	6	10.00(est)	60.00
Dodge TA-6 Motor Mount	1	100.00	100.00
"RAKH" x 2 7/16"ϕ Pillow Blocks	2	41.20	82.40
"SC" x 1 15/16" ϕ Pillow Blocks	6	23.65	141.90
"E" x 3 7/16" ϕ Pillow Blocks	2	137.00	274.00
"E" x 2 7/16"ϕ Pillow Blocks	2	60.00	120.00
"UNY-Sphere" x 3 15/16"ϕ Pillow Blocks	2	198.00	396.00
"SCM" x 2 7/16"ϕ Pillow Blocks	1	41.20	41.20
"SCM" x 2 15/16"ϕ Pillow Blocks	2	60.20	120.40
"K" x 3 7/16"ϕ Take up brg for TP-50 Frame	4	117.00	468.00
"K" x 2 15/16"ϕ Take-up brg for TP-40 Frame	1	78.00	78.00
"GM" x 1 15/16"ϕ Take up brg for TP-20 Frame	6	31.00	186.00
"SCM" x 1 7/16"ϕ 4-Bolt Flange Bearing	4	17.75	71.00
"SC" x 1 15/16 4-Bolt Flange Bearing	3	23.65	70.95
"SAF 244 Type" Pillow Block Housing Only	6	1,063.00	6,378.00
"22244B' Bearing Only	2	833.00	1,666.00
"C Spacer Rings" for SAF 244 P. Block	3	35.00	105.00
Locknut & Washer Set for 22244B Bearing	1	50.00	50.00
Triple Ring Seals for SAF 244 Housing	5 sets	168.00	840.00
Take-up Frames TP-20x12	4	51.00	204.00
Take-up Frames TP-40x18	4	77.00	308.00
Take-up Frames TP-50x12	3	80.00	240.00

Misc. Parts			
Can Drum Girth Belt	1	175.00	175.00
Mag. Separator Drive Belt	1	55.00	55.00
Hoists-3 ton Budget Electric	2	500.00	1,000.00

NUTS & BOLTS (Large Quantities)			
3/8 x 2 w/nuts & washers & lock washers	300	14.40/c	43.20
3/8 x 1 1/2 w/nuts & washers & lock washers	300	13.73/c	41.19
3/8 x 1 w/nuts & washers & lock washers	250	13.05/c	36.63
3/4 x 2 1/2 w/nuts & washers & lock washers	225	78.00/c	175.00
1/2 x 3 w/nuts & washers & lock washers	500	20.25	101.25

AENCO, INC.
1502 REYBOLD AVENUE
POST OFFICE BOX 387
NEW CASTLE, DELAWARE 19720
PHONE: (302) 328-1361

Steel	Qty	Unit Cost	Total Cost
Misc. Structural Sections Incl. Angles, beams, channels, rounds & flats-	6000#	0.35/#	$ 2,100.00
1/4", 3/8", 1/2" & 1" Thick Plate	9000#	0.35/#	3,150.00

GRAND TOTAL $103,908.26

EXHIBIT V

PAYMENT SCHEDULE

	County Payment Date	Principal	Interest	Total
FY 1981	June 15, 1981*	136,863.55	97,630.52	234,494.07
FY 1982	August 15, 1981	49,142.22	15,261.56	64,403.78
	October 1, 1981		25,849.52	25,849.52
	October 15, 1981	58,909.36	52,755.69	111,665.05
	February 15, 1982		13,787.29	13,787.29
	April 1, 1982	136,863.55	25,849.52	162,713.07
	April 15, 1982		50,841.14	50,841.14
		244,915.13	184,344.72	429,259.85
FY 1983	August 15, 1982	52,041.91	13,787.29	65,829.20
	October 1, 1982		22,085.77	22,085.77
	October 15, 1982	60,087.55	50,841.14	110,928.69
	February 15, 1983		12,226.03	12,226.03
	April 1, 1983	136,863.55	22,085.77	158,949.32
	April 15, 1983		48,888.29	48,888.29
		248,993.01	169,914.29	418,907.30
FY 1984	August 15, 1983	56,366.02	12,226.03	68,592.05
	October 1, 1983		18,322.03	18,322.03
	October 15, 1983	63,033.02	48,888.29	111,921.31
	February 15, 1984		10,535.05	10,535.05
	April 1, 1984	72,276.25	18,322.03	90,598.28
	April 15, 1984		46,839.72	46,839.72
		191,675.29	155,133.15	346,808.44
FY 1985	August 15, 1984	62,165.41	10,535.05	72,700.46
	October 1, 1984		16,334.43	16,334.43
	October 15, 1984	67,156.67	46,839.72	113,996.39
	February 15, 1985		8,670.09	8,670.09
	April 1, 1985	72,276.25	16,334.43	88,610.68
	April 15, 1985		44,657.13	44,657.13
		201,598.33	143,370.85	344,969.18
FY 1986	August 15, 1985	63,589.82	8,670.09	72,259.91
	October 1, 1985		14,455.25	14,455.25
	October 15, 1985	70,102.14	44,657.13	114,759.27
	February 15, 1986		6,762.40	6,762.40
	April 1, 1986	72,276.25	14,455.25	86,731.50
	April 15, 1986		42,378.80	42,378.80
		205,968.21	131,378.92	337.347.13

*This is a negotiated date and does not reflect actual County payment dates.

Reflects expenditures through February 29, 1980 only. Will be further adjusted to reflect subsequent expenditures and audit results.

PAYMENT SCHEDULE

	County Payment Date	Principal	Interest	Total
FY 1987	August 15, 1986	70,813.63	6,762.40	77,576.03
	October 1, 1986		12,648.34	12,648.34
	October 15, 1986	73,047.61	42,378.80	115,426.41
	February 15, 1987		4,637.99	4,637.99
	April 1, 1987	72,276.25	12,648.34	84,924.59
	April 15, 1987		40,004.76	40,004.76
		216,137.49	119,080.63	335.218.12
FY 1988	August 15, 1987	75,137,74	4,637.99	79,775.73
	October 1, 1987		10,841.43	10,841.43
	October 15, 1987	66,567.58	40,004.76	106,572.34
	February 15, 1988		2,383.86	2,383.86
	April 1, 1988	72,276.25	10,841.43	83,117.68
	April 15, 1988		37,841.31	37,841.31
		213,981.57	106,550.78	320,532.35
FY 1989	August 15, 1988	79,461.84	2,383.86	81,845.70
	October 1, 1988		9,034.53	9,034.53
	October 15, 1988	69,513.05	37,841.31	107,354.36
	April 1, 1989		9,034.53	81,310.78
	April 15, 1989	72,276.25	35,582.14	35,582.14
		221,251.14	93,876.37	315,127.51
FY 1990	October 1, 1989		7,227.62	7,227.62
	October 15, 1989	71,869.42	35,582.14	107,451.56
	April 1, 1990	72,276.25	7,227.62	79,503.87
	April 15, 1990		33,246.38	33,246.38
		144,145.67	83,283.76	227,429.43
FY 1991	October 1, 1990		5,420.71	5,420.71
	October 15, 1990	74,225.80	33,246.38	107,472.18
	April 1, 1991	72,276.25	5,420.71	77,696.96
	April 15, 1991		31,205.17	31,205.17
		146,502.05	75,292.97	221,795.02
FY 1992	October 1, 1991		3,613.81	3,613.81
	October 15, 1991	77,171.27	31,205.17	108,376.44
	April 1, 1992	72,276.25	3,613.81	75,890.06
	April 15, 1992		29,082.96	29,082.96
		149,447.52	67,515.75	216,963.27
FY 1993	October 1, 1992		1,806.90	1,806.90
	October 15, 1992	86,007.67	29,082.96	115,090.63
	April 1, 1993	72,276.25	1,806.90	74,083.15
	April 15, 1993		26,717.75	26,717.75
		158,283.92	59,414.51	217,698.43

Reflects expenditures through February 29, 1980 only. Will be further adjusted to reflect subsequent expenditures and audit results.

PAYMENT SCHEDULE

	County Payment Date	Principal	Interest	Total
FY 1994	October 15, 1993	91,898.61	26,717.75	118,616.36
	April 15, 1994		24,144.59	24,144.59
		91,898.61	50,862.34	142,760.95
FY 1995	October 15, 1994	94,844.07	24,144.59	118,988.66
	April 15, 1995		21,488.96	21,488.96
		94,844.07	45,633.55	140,477.62
FY 1996	October 15, 1995	100,735.01	21,488.96	122,223.97
	April 15, 1996		18,668.38	18,668.38
		100,735.01	40,157.34	140,892.35
FY 1997	October 15, 1996	106,625.95	18,668.38	125,294.33
	April 15, 1997		15,682.85	15,682.85
		106,625.95	34,351.23	140,977.18
FY 1998	October 15, 1997	111,927.79	15,682.85	127,610.64
	April 15, 1998		12,548.87	12,548.87
		111,927.79	28,231.72	140,159.51
FY 1991	October 15, 1998	116,051.44	12,548.87	128,600.31
	April 15, 1999		9,299.43	9,299.43
		116,051.44	21,848.30	137,899.74
FY 2000	October 15, 1999	121,942.38	9,299.43	131,241.81
	April 15, 2000		5,885.05	5,885.05
		121,942.38	15,184.48	137,126.86
FY 2001	October 15, 2000	127,244.22	5,885.05	133,129.27
	April 15, 2001		3,022.05	3,022.05
		127,244.22	8,907.10	136,151.32
FY 2002	October 15, 2001	134,055.65	3,022.05	137,077.70
TOTAL		3,485,088.00	1,734,985.33	5,220,073.33

Reflects expenditures through February 29, 1980 only. Will be further adjusted to reflect subsequent expenditures and audit results.

PIGEON POINT - LANDFILL FACILITY
PRINCIPAL DUE TO NEW CASTLE COUNTY
FROM THE DELAWARE SOLID WASTE AUTHORITY

Outstanding Debt:		
Total bonds and notes issued (net of land)	$5,005,410	
Less: Prinicpal payments on debt thru 01/01/81	1,722,847	$3,282,563
Allowable Capital Expenditures:		
Expenditures thru 02/29/80	$5,637,641	
Less: Disallowed items thru 12/11/77	429,706	$5,207,935
Principal Due New Castle County		
Allowable capital expenditures	$5,207,935	
Total bonds and notes issued	5,005,410	
Excess expenditures over bonds and notes	202,525	
Outstanding debt principal	3,282,563	$3,485,088

Adjusted to reflect expenditures through February 29, 1980. Will be further adjusted to reflect subsequent expenditures and audit results.

PIGEON POINT - LANDFILL FACILITY
AMORTIZATION SCHEDULE
BOND ISSUE DATED APRIL 1, 1973
JANUARY 1, 1981

	April Principal	Interest October	Interest April	Total
1980-81	$ 136,863.55	$ -0-	$ 29,613.27	$ 166,476.82
1981-82	136,863.55	25,849.52	25,849.52	188,562.59
1982-83	136,863.55	22,085.77	22,085.77	181,035.09
1983-84	72,276.25	18,322.03	18,322.03	108,920.31
1984-85	72,276.25	16,334.43	16,334.43	104,945.11
1985-86	72,276.25	14,455.25	14,455.25	101,186.75
1986-87	72,276.25	12,648.34	12,648.34	97,572.93
1987-88	72,276.25	10,841.43	10,841.43	93,959.11
1988-89	72,276.25	9,034.53	9,034.53	90,345.31
1989-90	72,276.25	7,227.62	7,227.62	86,731.49
1990-91	72,276.25	5,420.71	5,420.71	83.117.67
1991-92	72,276.25	3,613.81	3,613.81	79,503.87
1992-93	72,276.25	1,806.90	1,806.90	75,890.05
Total	$1,133.353.15	$ 147,640.34	$ 177,253.61	$1,458,247.10

Note:

Original Issue	$2,990,000.00
Allocated to Pigeon Point	$2,090,000.00 (69.899668%)

PIGEON POINT - LANDFILL FACILITY
AMORTIZATION SCHEDULE
BOND ISSUE DATED JANUARY 15, 1977
JANUARY 1, 1981

	October Principal	Interest October	Interest April	Total
1980-81	$ -0-	$ -0-	$ 52,755.69	$ 52,755.69
1981-82	58,909.36	52,755.69	50,841.14	162,506.19
1982-83	60,087.55	50,841.14	48,888.29	159,816.98
1983-84	63,033.02	48,888.29	46,839.72	158,761.03
1984-85	67,156.67	46,839.72	44,657.13	158,653.52
1985-86	70,102.14	44,657.13	42,378.80	157,138.07
1986-87	73,047.61	42,378.80	40,004.76	155,431.17
1987-88	66,567.58	40,004.76	37,841.31	144,413.65
1988-89	69,513.05	37,841.31	35,582.14	142,936.50
1989-90	71,869.42	35,582.14	33,246.38	140,697.94
1990-91	74,225.80	33,246.38	31,205.17	138,677.35
1991-92	77,171.27	31,205.17	29,082.96	137,459.40
1992-93	86,007.67	29,082.96	26,717.75	141,808.38
1993-94	91,898.61	26,717.75	24,144.59	142,760.95
1994-95	94,844.07	24,144.59	21,488.96	140,477.62
1995-96	100,735.01	21,488.96	18,668.38	140,892.35
1996-97	106,625.95	18,668.38	15,682.85	140,977.18
1997-98	111,927.79	15,682.85	12,548.87	140,159.51
1998-99	116,051.44	12,548.87	9,299.43	137,899.74
1999-2000	121,942.38	9,299.43	5,885.05	137,126.86
2000-2001	127,244.22	5,885.05	3,022.05	136,151.32
2001-2002	134,055.65	3,022.05	-0-	137,077.70
Total	$1,843,016.26	$ 630,781.42	$ 630,781.42	$3,104,579.10

Note:

Original Issue	$4,000,000.00
Allocated to Pigeon Point	$2,061,570.00 (51.53925%)

PIGEON POINT - LANDFILL FACILITY
AMORTIZATION SCHEDULE
BOND ISSUE DATED AUGUST 15, 1978
JANUARY 1, 1981

	August Principal	Interest August	Interest February	Total
1980-81	$ -0-	$ -0-	$ 15,261.56	$ 15,261.56
1981-82	49,142.22	15,261.56	13,787.29	78,191.07
1982-83	52,041.91	13,787.29	12,226.03	78,055.23
1983-84	56,366.02	12,226.03	10,535.05	79,127.10
1984-85	62,165.41	10,535.05	8,670.09	81,370.55
1985-86	63,589.82	8,670.09	6,762.40	79,022.31
1986-87	70,813.63	6,762.40	4,637.99	82,214.02
1987-88	75,137.74	4,637.99	2,383.86	82,159.59
1988-89	79,461.84	2,383.86	-0-	81,845.70
Total	$508,718.59	$ 74,264.27	$ 74,264.27	$657,247.13

Note:

Original Issue $850,620.00

Adjusted to reflect expenditures through February 29, 1980. Will be further adjusted to reflect subsequent expenditures and audit results.

EXHIBIT VI

WORDING OF SURCHARGE ON DSWA BILLINGS

DSWA Billing	1,000 Tons x $00.00	$
Surcharge*	1,000 Tons x $00.00	$
Total Billing		$

*This surcharge is to pay New Castle County for a certain amount of Pigeon Point Landfill bonded debt which was outstanding at the time DSWA assumed possession and control of the Pigeon Point Landfill per Agreement between New Castle County, City of Wilmington and DSWA dated _____, 1980. Such charge shall be adjusted annually and shall expire in the year 2001.

AMENDMENT

AMENDMENT TO LICENSE AGREEMENT, dated December 12, 1977 by and between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (hereinafter called "Railroad") and NEW CASTLE COUNTY DEPARTMENT OF PUBLIC WORKS, (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, in the license agreement entered between the parties, Paragraph 9(d) requires licensee to erect appropriate lock-type chain barricades or gates on both sides of the crossing; and

WHEREAS, the grade crossing which Licensee plans to construct lies entirely within a fenced area which is maintained by Licensee and which is not accessible to the general public;

NOW, THEREFORE, the license agreement between the parties is amended by deleting Subsection (d) of Paragraph 9 in its entirety and substituting the following in lieu thereof:

> "9 (d). The Licensee shall also, at its sole risk, cost and expense, erect, maintain, repair and renew appropriate lock-type chain barricades or gates which prevent access to the crossing except by the Licensee, its officers, employees, agents, and other persons having business or visiting the Licensee, satisfactory to the Railroad, which shall be suitably situated and shall be kept closed and locked at all times when the crossing is not in actual use."

IN WITNESS WHEREOF, the parties have set their hands and seals on this 31st day of January, 1978.

WITNESS

Leonard E. Leopold

CONSOLIDATED RAIL CORPORATION

BY: R.W. Orr
R.W. ORR
ASSISTANT VICE-PRESIDENT

NEW CASTLE COUNTY

Marlene A. Stewart

BY: Albert W. Madora
ALBERT W. MADORA
DIRECTOR OF PUBLIC WORKS