



Law Department

Timothy J. Kelley City Attorney

July 25, 2002

FEE RECEIVED

Ms. Kristin Dufresne Department of Natural Resources State of Wisconsin P. O. Box 10448 Green Bay, WI 54307-0448 Date 07-29-02 WDNR - NER

RE: REQUEST FOR GENERAL LIABILITY CLARIFICATION LETTER H & R LANDFILL

Please accept this letter as a request to the Department of Natural Resources (DNR) for a "General Liability Clarification Letter" to the City of Green Bay regarding the H & R Landfill site in Green Bay. Enclosed is the requisite \$500 fee payable to the DNR.

The City of Green Bay recently completed a review of its files regarding disposal of demolition material at the H & R Landfill site. Based on that review, the City believes it disposed a total of 52,714 cubic yards of demolition material into the landfill from the "Port Plaza Expansion Project – Razing of Buildings" contract. A copy of the July 2, 2002, review is enclosed. The City of Green Bay is not aware of any other material placed in the landfill other than the demolition material as noted herein.

Regarding the H & R Landfill site, the City of Green Bay respectfully asks the DNR to clarify and explain its position in writing on the following questions:

- 1. Is the DNR aware of, or have record of, any material placed in the site by the City of Green Bay other than the demolition material noted above from the "Port Plaza Expansion Project"?
- 2. Does the DNR consider the material placed in the site by the City of Green Bay to be a "hazardous substance" under State of Wisconsin or Federal law?
- 3. Does the DNR consider the City of Green Bay a "Potential Responsible Party" (PRP) under State of Wisconsin or Federal law?

- 4. If the DNR does consider the City of Green Bay a PRP, what is the City of Green Bay's percentage contribution of materials to the site compared to the total of all material in the site?
- 5. Does the City of Green Bay's liability change in any way if the City were to purchase the property?
- 6. Is there added liability protection for the City of Green Bay if it were to purchase the property using its condemnation power?
- 7. Does the DNR believe the City of Green Bay has a legal obligation with respect to the future operation and maintenance of H & R Landfill's leachate or gas collection system?
- 8. Does the DNR believe that Proctor & Gamble has a legal obligation with respect to the future operation and maintenance of H & R Landfill's leachate or gas collection system?

If you have any questions regarding this matter, please let me know. Thank you in advance for your time and kind consideration.

Sincerely,

Jerry Hanson

Assistant City Attorney

Terry H Hansu

JHH:bc

Enclosures

cc: Carl Weber, Director of Public Works Ed Wiesner, Director of Engineering

Inter-Office Memo

Date:

July 2, 2002

To:

Jerry Hanson

Asst. City Attorney

From:

Ed Wiesner

Director of Engineering

RE:

H & R Landfill

We have completed a review of our files regarding disposal of demolition material from the Port Plaza expansion project. Attached is the following information pertinent to the disposal of demolition waste at H & R Landfill:

- 1. Special Provisions for Contract: "Port Plaza Expansion Project Razing of Buildings"
- 2. Demolition Landfill Agreement between the Redevelopment Authority and H & R Paper and Refuse Services, Inc.
- 3. Invoices for waste disposal under the demolition landfill agreement with H & R Paper and Refuse Service, Inc.

If you have any questions, please call me at 3105.

Attachments (3)

SPECIAL PROVISIONS

"PORT PLAZA EXPANSION PROJECT - RAZING OF BUILDINGS"

SCOPE OF WORK

The work under this contract consists of the razing and removal of the buildings listed on the accompanying <u>Schedule of Buildings</u>, and the filling of basements and all excavated areas in accordance with the requirements of the "CITY OF CREEN BAY STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS FOR PUBLIC WORKS CONSTRUCTION", 1976 Edition, and the provisions of this contract.

2. WORKING HOURS

The Contractor shall comply with the provisions of the City of Green Bay Noise Control Ordinance.

3. STARTING TIME

Work inside the vacant buildings, under this contract, will commence within 10 days of notice to proceed, but in no case shall any work be conducted in the streets until after January 5, 1981.

4. FIXTURE REMOVAL

Prior to the start of demolition, the specific fixtures on the List of Fixtures will be removed by the Contractor from Buildings No. II (Rummele's) and No. 13 (Bee Frank's) on the Schedule of Buildings. These fixtures will be salvaged by the Contractor and remain the property of the City of Creen Bay. The Contractor will store these fixtures in Building No. 27 located on the accompanying sketch. The Contractor shall be responsible for any damage to these fixtures.

5. RAZING OF BUILDINGS

The Contractor must obtain the necessary razing permits from the City of Green Bay Building Inspection Department prior to the commencement of demolition work under this contract.

In the buildings that have common walls with occupied buildings or with buildings not included in this contract, the exterior walls, interior partitions, and other supports shall be removed floor-by-floor. If a building is free-standing or has common walls with vacant buildings that are part of this contract, then the entire building may be razed at one time. At no time shall all horizontal support from exterior walls or partitions be removed so as to permit the walls to stand unsupported.

Streets, alleys, and private property shall be adequately protected by erecting proper fences, scaffolds, planking, guard rails, and toe-boards, to prevent the falling of debris on sidewalks or streets. All protective devices shall be approved by the Engineer, and shall be in place prior to the razing of any building.

6. <u>COMMON WALLS</u>

The Contractor shall take the necessary precautions to protect all common walls of occupied buildings and of buildings not part of this contract. The Contractor is responsible for any damage to these common walls.

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UTILITY PIPING

All utility piping, basement drains, sewers and the like shall be cut off at the sidewalk line and permanently bulkheaded by a method approved by the Engineer prior to moving or razing operations. The Engineer shall be notified when bulkheads are completed. No moving or razing operations may begin until all bulkheads are approved by the Engineer or City Plumbing Supervisor.

FILLING BASEMENTS AND EXCAVATED AREAS

All loose material and debris shall be removed from the basement and other excavated areas. Upon ascertaining that all openings, pipelines, and drains, etc., have been properly capped, the basements and all excavated areas shall be filled to within eight inches of the existing ground grade with granular material meeting the following specifications: 98% shall pass the 3-inch screen and no more than 5% by weight shall pass the No. 200 screen. The material shall be evenly graded, free from debris and organic material. The backfill shall be placed in layers of 12 inches or less and shall be compacted with mechanical compaction equipment to not less than 95% of maximum density established in accordance with ASTM Designation D 1557-70 (Modified Proctor). The remaining eightinch depth shall be filled with 3/4" aggregate according to the requirements of the "CITY OF GREEN BAY STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS FOR PUBLIC WORKS CONSTRUCTION", 1976 Edition.

9. DISPOSABLE MATERIAL

All salvageable material, other than the specific fixtures listed and all other demolition waste is the property of the Contractor and must be removed from the premises daily. Accumulation of either salvageable material or demolition will not be permitted. All materials shall be disposed of by the Contractor in consistency with ordinances of the City of Green Bay and Brown County, and with regulations set forth in the State of Wisconsin Administrative Code.

10. HAZARDOUS WASTE

Any material encountered that is classified as hazardous waste by the Wisconsin Department of Natural Resources, according to criteria promulgated by the United States Environmental Protection Agency under the Resource Conservation and Recovery Act of 1976, P.L. 94-580, must be separated from the other waste and disposed of according to any applicable State and Federal regulations.

11. OBSTRUCTION OF STREETS

The sidewalks on Washington Street, Adams Street, and Pine Street shall be closed for the project in accordance with the accompanying diagram. Parking shall be eliminated along the demolition area on the east side of Washington Street, on the west side of Adams Street, and on both sides of Pine Street from Adams Street to Washington Street. No streets or sidewalks can be closed without prior approval from the Engineer. The Contractor shall at all times conduct the work in such a manner as to insure ingress and egress to all occupied business establishments abutting the proposed improvements. All

DISPOSAL SITE

Demolition waste from this contract may be disposed of at either the City of Creen Bay Redevelopment Authority landfill site on Humboldt Road, or the H & R Paper and Refuse Service, Inc. landfill site on Finger Road, as directed by the Engineer. The haul distance to the City of Creen Bay Redevelopment Authority landfill site is 5.1 miles, and the haul distance to the H & R Paper and Refuse Service, Inc. landfill site is 5.9 miles. The location of both sites is shown on the attached map. Demolition waste can only be hauled to these sites between the hours of 7:00 a.m. and 4:30 p.m. Monday through Friday. The Contractor will not be charged for disposing of demolition waste at these sites.

DEMOLITION LANDFILL AGREEMENT

The Redevelopment Authority (hereinafter "Authority") for the City of Green Bay, a Wisconsin municipality, and H & R Paper and Refuse Service, Inc. (hereinafter "H & R"), a domestic corporation, an operator of a landfill licensed by the Wisconsin Department of Natural Resources, in consideration for the mutual covenants herein agree that:

- 1. The Authority shall advertise for bids to demolish certain buildings now standing in downtown Green Bay. Contracts let to successful bidders will provide the demolition material may be disposed of in H & R's licensed landfill site located on Finger Road in said City.
- 2. H & R shall accept, at said site, not more than 20,000 cubic yards of the demolition materials resulting from the work done under said contracts at a fee not to exceed \$2.00 per cubic yard of material.
- 3. The Authority shall guarantee its contractors shall pay H & R for such disposal.
- 4. H & R shall guarantee to the Authority the site shall remain open and licensed for disposal of such material at said fee for a continuous period of 36 months commencing with the execution of the agreement by both parties.

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By / (ichau)

FROM: Clyde S. Crabb

Director of Public Works

DATE: February 6, 1981

TO:

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B. F. Paruleski, Executive Director Green Bay-Brown County Planning

Attached herewith is Estimate No. 1 for waste disposal under the demolition landfill agreement with H & R Paper & Refuse Service, Inc.

Please see that H & R Paper & Refuse Service, Inc. is paid in accordance with the agreement.

Clyde S. Crabb Director of Public Works

mbs

FROM: Clyde S. Crabb

Director of Public Works

DATE: February 6, 1981

TO:

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B. F. Paruleski, Executive Director Green Bay-Brown County Planning

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Please see that H & R Paper & Refuse Service, Inc. is paid in accordance with the agreement.

Clyde S. Crabb Director of Public Works

mbs

TO:

THE REDEVELOPMENT AUTHORITY

DATE:

February 6, 1981

CONTRACT:

Demolition Landfill Agreement

CONTRACTOR: H & R Paper & Refuse Service, Inc.

Estimate No. 1

4,133 Cubic Yards @ \$2.00

= \$ 8,266.00

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II & R PAPER & HEFUSE SV., INC. 1315 Oate St. - B.O. Box 2381 Green Bay, Wi 54306

City of Green Bay
100 No. Jefferson St.
Circen Bay, WI 54301

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POLY PAK (50 SETS, 7P729

H. & R. PAPER & REFUSE, Inc.

P.O. BOX 2381 • GREEN BAY, WIS. 54306 • PHONE 435-2031

RUBBISH REMOVAL SERVICE

BUYER OF WASTE PAPER

SERVICE CHARGE 1% PER MONTH, ANNUAL RATE OF 12% WILL BE ADDED TO ALL ACCOUNTS AFTER 30 DAYS.

Feb. 3, 1981

·City of Green Bay 100 No. Jefferson St. Green Bay, WI 54301

Attn: Mr. Clyde S. Crabb Director of Public Works

DATE	DESCRIPTION	AMOUNT
Jan.	14133 cu.yd. @ \$2.00 per cu.y	\$ 8266.00
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FROM: Richard D. Hall DATE: March 4, 1981

Assistant Director of Public Works

TO: B. F. Paruleski, Executive Director Green Bay - Brown County Planning

Attached herewith is Payment No. 2 for waste disposal under the Demolition Landfill Agreement with H & R Paper & Refuse Service, Inc. The quantity of waste on Invoice No. 282516 has been checked and is approved for payment.

Please see that H & R Paper & Refuse Service, Inc. is paid in accordance with the agreement.

Clyde S. Crabb Director of Public Works

By:

Richard D. Hall Assistant Director of Public Works

RDH/smv

TO:

THE REDEVELOPMENT AUTHORITY

DATE:

March 4, 1981

CONTRACT:

Demolition Landfill Agreement

Contractor:

H & R Paper & Refuse Service, Inc.

Payment No. 2

13,528 Cubic Yards @ \$2.00

= \$27,056.00

H. & R. PAPER & REFUSE, Inc.

P.O. BOX 2381 • GREEN BAY, WIS. 54306 • PHONE 435-2031

RUBBISH REMOVAL SERVICE

BUYER OF WASTE PAPER

SERVICE CHARGE 1% PER MONTH, ANNUAL RATE OF 12% WILL BE ADDED TO ALL ACCOUNTS AFTER 30 DAYS.

March 2, 1981

City of Green Bay 100 No. Jefferson St. Green Bay, WI 54301

Attn: Mr. Clyde S. Crabb Director of Public Works

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DATE	DESCRIPTION	AMOUNT
Feb.	Invoice #282516	\$27,056.00
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H & R PAPER & REFUSE SV., INC. 1315 Gate St. - P.O. Box 2381 Green Bay, WI 54306

S O L City of Green Bay 100 No. Jefferson St. Green Bay, WI 54301 T 0

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Rediform® 75729

FROM: Clyde S. Crabb

DATE: April 9, 1981

Director of Public Works

TO:

B. F. Paruleski, Executive Director Green Bay - Brown County Planning

Attached herewith is Payment No. 3 for waste disposal under the Demolition Landfill Agreement with H & R Paper & Refuse Service, Inc. The quantity of waste on Invoice No. 13365/13366 has been checked and is approved for payment.

Please see that H & R Paper & Refuse Service, Inc. is paid in accordance with the agreement.

Clyde S. Crabb Director of Public Works

CSC/smv

TO:

THE REDEVELOPMENT AUTHORITY

DATE:

April 9, 1981

CONTRACT:

Demolition Landfill Agreement

CONTRACTOR:

H & R Paper & Refuse Service, Inc.

PAYMENT NO. 3

14,527 Cubic Yards @ \$2.00

= \$29,054.00

H. & R. PAPER & REFUSE, Inc.

P.O. BOX 2381 • GREEN BAY, WIS, 54306 • PHONE 435-2031

RUBBISH REMOVAL SERVICE

BUYER OF WASTE PAPER

SERVICE CHARGE 1% PER MONTH, ANNUAL RATE OF 12% WILL BE ADDED TO ALL ACCOUNTS AFTER 30 DAYS.

April 8. 1981

City of Green Bay 100 Mo. Jefferson St. Green Bay, WI 54301

Attn: Mr. Clyde Crabb
Director of Public Works

DATE	DESCRIPTION	AMOUNT
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H & R PAPER / REFUSE SV., INC. 1315 Gate St. - P-0 Box 2381 Green Boy, Wi 54306

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POLY PAK (50 SETS) 7P729

H&R PAPER & REFUSE SV. INC. 1315 Gate St. 72.0. Box 2381 Green Bay, WI 54306

City of Green Bay
D 100 No. Jefferson St.
Green Bay, WI 54301

Page 2 of 2

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POLY PAK (50 SETS) 7P729

DATE: March 4, 1981

M: Richard D. Hall
Assistant Director of Public Works

B. F. Paruleski, Executive Director Green Bay - Brown County Planning

Attached herewith is Payment No. 2 for waste disposal ______sal under the Demolition Landfill Agreement with H & R Paper & Refuse____efuse Service, Inc. The quantity of waste on Invoice No. 282516 _____516 has been checked and is approved for payment.

Please see that H & R Paper & Refuse Service, Inc. is ___ is paid in accordance with the agreement.

Clyde S. Crabb Director of Public Works

Êý:

Richard D. Hall Assistant Director of

RDH/smv

TO:

THE REDEVELOPMENT AUTHORITY

DATE:

March=4, 1981

CONTRACT:

Demolition Landfill Agreement

Contractor:

H & R Paper & Refuse Service, Inc.

Payment No. 2

13,528 Cubic Yards @ \$2.00

= \$27,056.00

FROM: Clyd

Clyde S. Crabb

Director of Public Works

DATE: May 8, 1981

TO:

B. F. Paruleski, Executive Director Green Bay - Brown County Planning

Attached herewith is Payment No. 4 for waste disposal under the Demolition Landfill Agreement with H & R Paper & Refuse Service, Inc. The quantity of waste on Invoice No. 13963/13966 has been checked and is approved for payment.

Please see that H & R Paper & Refuse Service, Inc. is paid in accordance with the agreement.

Clyde S. Crabb Director of Public Works

CSC/smv

TO: THE REDEVELOPMENT AUTHORITY

DATE: May 8, 1981

CONTRACT: Demolition Landfill Agreement

CONTRACTOR: H & R Paper & Refuse Service, Inc.

PAYMENT NO. 4

14,808 Cubic Yards @ \$2.00 = \$29,616.00

TO:

THE REDEVELOPMENT AUTHORITY

DATE:

April-9, 1981

CONTRACT:

Demolition Landfill Agreement

CONTRACTOR:

H & R Paper & Refuse Service, Inc.

PAYMENT NO. 3

14,527 Cubic Yards @ \$2.00

= \$29,054.00

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H & R PAPER & T. P.O. BOX 2381

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H & R PAPH & REFUSE SV., INC. 1315 Gate St. - P.O. Box 2381 Green Bay, VI 54306

INVOICE

1315 Cate St. P.O. Box 2381 Green Bay, WI 54306

City of Green Bay
100 No. Jefferson St.
Green Bay, WI 54301

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REDIFORM, 75729

POLY PAK (50 SETS) 7P729

H & PAPER & REFUSE SY., INC. 1315 Gate St. - P. O. Box 2381 Green Bay, WI 54306

Solution City of Green Bay Same 100 No. Jefferson St.

Green Bay, WI 54301

4/24 4/27	13 cu.yd	. (Tickets	1107/1						
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	14,808 cu	.yd. @ \$2.	00 per cu.	yd.		\$29	9,616.6	99	
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REDIFORM, 75729

POLY PAK (50 SETS) 7P729

H. & R. PAPER & REFUSE, Inc.

P.O. BOX 2381 • GREEN BAY, WIS. 54306 • PHONE 435-2031

RUBBISH REMOVAL SERVICE

BUYER OF WASTE PAPER

SERVICE CHARGE 1% PER MONTH, ANNUAL RATE OF 12% WILL BE ADDED TO ALL ACCOUNTS AFTER 30 DAYS.

May 5, 1981

City of Green Bay 100 No. Jefferson St. Green Bay, WI 51301

Attn: Mr. Clyde Crabb
Director of Public Works

DATE	DESCRIPTION	AMOUNT
April	Invoices #13963-#13966	\$29,616.
,		

FROM: Richard D. Hall

Asst. Director of Public Works

DATE: June 5, 1981

TO:

B. F. Paruleski, Executive Director Green Bay - Brown County Planning

Attached herewith is Payment No. 5 for waste disposal under the Demolition Landfill Agreement with H & R Paper & Refuse Service, Inc. The quantity of waste on Invoice No. 13989/13990 has been checked and is approved for payment.

Please see that H & R Paper & Refuse Service, Inc. is paid in accordance with the agreement.

Richard D. Hall Asst. Director of Public Works

RDH/smv

TO:

THE REDEVELOPMENT AUTHORITY

DATE:

June 5, 1981

CONTRACT:

Demolition Landfill Agreement

CONTRACTOR:

H & R Paper & Refuse Service, Inc.

PAYMENT NO. 5

3,736 Cubic Yards @ \$2.00 = \$7,472.00

H & R PAPER & REPUSE SV. INC. 1315 Gate St. P.O. Box 2381 Green Bay, WI 54306

City of Green Bay

Discrete Bay

Green Bay, WI 54301

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REDIFORM. 75729

POLY PAK (50 SETS) 7P729

H& R PAPER REFUSE SV: INC. 1315 Gate St. - P.O. Box 2381 Green Bay, WI 54306

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REDIFORM, 75729

POLY PAK (50 SETS) 7P729

STATEMENT

H. & R. PAPER & REFUSE, Inc.

P.O. BOX 2381 • GREEN BAY, WIS. 54306 • PHONE 435-2031

RUBBISH REMOVAL SERVICE

BUYER OF WASTE PAPER

SERVICE CHARGE 1% PER MONTH, ANNUAL RATE OF 12% WILL BE ADDED TO ALL ACCOUNTS AFTER 30 DAYS

June 1, 1981

City of Green Bay 100 No. Jefferson St. Green Bay, WI 54301

Attn: Mr. Clyde Crabb Director of Public Works

DATE	DESC	RIPTION	•	AMOUNT	
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FROM:

Clyde S. Crabb

Director of Public Works

DATE:

May 8, 1981

TO:

B. F. Paruleski, Executive Director Green Bay - Brown County Planning

Attached herewith is Payment No. 4 for waste disposal under the Demolition Landfill Agreement with H & R Paper & Refuse Service, Inc. The quantity of waste on Invoice No. 13963/13966 has been checked and is approved for payment.

Please see that H & R Paper & Refuse Service, Inc. is paid in accordance with the agreement.

Clyde S. Crabb Director of Public Works

CSC/smv

TO:

THE REDEVELOPMENT AUTHORITY

DATE:

May 8, 1981

CONTRACT:

Demolition Landfill Agreement

CONTRACTOR:

H & R Paper & Refuse Service, Inc.

PAYMENT NO. 4

3,736 14,808 Cubic Yards @ \$2.00

\$29,616.00

FROM:

Richard D. Hall

Asst. Director of Public Works

DATE: July 9, 1981

TO:

B. F. Paruleski, Executive Director Green Bay - Brown County Planning

Attached herewith is Payment No. 6 for waste disposal under the Demolition Landfill Agreement with H & R Paper & Refuse Service, Inc. The quantity of waste on Invoice No. 13016 has been checked and is approved for payment.

Please see that H & R Paper & Refuse Service, Inc. is paid in accordance with the agreement.

Clyde S. Crabb Director of Public Works

By:

Richard D. Hall, P.E., Assistant Director of Public Works

RDH/smv

TO:

THE REDEVELOPMENT AUTHORITY

DATE:

July 9, 1981

CONTRACT:

Demolition Landfill Agreement

CONTRACTOR:

H & R Paper & Refuse Service, Inc.

PAYMENT NO. 6

1,982 Cubic Yards @ \$2.00 = \$3,964.00

H & R PAPER & REPUSE SV., INC. P.O. Box 2381 Green Bay, WI 54306

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REDIFORM. 75729

POLY PAK (50 SETS) 7P729

STATEMENT

H. & R. PAPER & REFUSE, Inc.

P.O. BOX 2381 • GREEN BAY, WIS. 54306 • PHONE 435-2031

RUBBISH REMOVAL SERVICE

BUYER OF WASTE PAPER

SERVICE CHARGE 1% PER MONTH, ANNUAL RATE OF 12% WILL BE ADDED TO ALL ACCOUNTS AFTER 30 DAYS.

July 7, 1981

City of Green Bay 100 No. Jefferson St. Green Bay, WI 54301

Attn: Mr. Clyde Crabb Director of Public Works

DATE	DESCRIPTION	AMOUNT			
June	ne Invoice #13016				