

VIRGINIA: AT THE REGULAR MEETING OF THE BOARD OF SUPERVISORS HELD IN THE BOARD MEETING ROOM OF THE ADMINISTRATION BUILDING, DINWIDDIE, VIRGINIA, ON THE 3RD DAY OF JANUARY, 1990, AT 7:30 P.M.

PRESENT:	HARRISON A. MOODY, CHAIRMAN	ELECTION DISTRICT #4
	A. S. CLAY, CHAIRMAN	ELECTION DISTRICT #1
	EDWARD A. BRACEY, JR.	ELECTION DISTRICT #3
	CHARLES W. HARRISON	ELECTION DISTRICT #2
	MICHAEL H. TICKLE	ELECTION DISTRICT #2
	CLAIBORNE FISHER	DEPUTY SHERIFF
	DAN SIEGEL	INTERIM COUNTY ATTORNEY

INTERIM COUNTY ADMINISTRATOR PRESIDING

IN RE: TERM OF CHAIRMAN AND VICE-CHAIRMAN

Upon motion of Mr. Harrison, seconded by Mr. Tickle, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye", the Chairman and Vice-Chairman for the Board of Supervisors will serve a one-year term of office.

IN RE: ELECTION OF CHAIRMAN -- 1990

Mr. Tickle nominated Mr. Harrison Moody for Chairman; Mr. Harrison seconded the nomination.

Upon motion of Mr. Clay, seconded by Mr. Harrison, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay voting "aye", Mr. Moody "abstaining", the nominations were closed.

Upon motion of Mr. Bracey, seconded by Mr. Clay, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, voting "aye", Mr. Moody "abstaining", Mr. Harrison Moody was elected Chairman for the year 1990 or until his duly elected successor assumes office.

IN RE: ELECTION OF VICE-CHAIRMAN -- 1990

Mr. Tickle nominated Mr. Aubrey Clay for Vice-Chairman; there was no second.

Upon motion of Mr. Moody, with no second, Mr. Tickle and Mr. Moody voting "aye", Mr. Bracey, Mr. Harrison, Mr. Clay "abstaining", the nominations were closed. An abstention is not a negative vote and there being two ayes, the motion carried.

Upon motion of Mr. Tickle, with no second, Mr. Tickle and Mr. Moody voting "aye", Mr. Bracey, Mr. Harrison, Mr. Clay "abstaining", Mr. Aubrey Clay was elected Vice-Chairman for the year 1990 or until his duly elected successor assumes office. Mr. Siegel, Interim County Attorney, advised the motion needed a second, unless the Chairman ruled otherwise. Mr. Moody stated that past practice did not require a second to a nomination and therefore he ruled a second was not necessary. Therefore, an abstention is not a negative vote and there being two ayes, the motion carried.

MR. HARRISON MOODY ASSUMED THE CHAIR.

IN RE: SCHEDULE OF MEETINGS AND DATES FOR 1990

Upon motion of Mr. Bracey, seconded by Mr. Harrison, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the following schedule is established for the regular meetings of the Board of Supervisors for the calendar year 1990:

January 3, 1990	- 7:30 p.m.
January 17, 1990	- 7:30 p.m.

February 7, 1990	-	7:30 p.m.	
February 21, 1990	-	7:30 p.m.	
March 7, 1990	-	7:30 p.m.	
March 21, 1990	-	7:30 p.m.	
April 4, 1990	-	7:30 p.m.	
April 18, 1990	-	7:30 p.m.	
May 2, 1990	-	7:30 p.m.	
May 9, 1990	-	2:00 p.m.	- Student Government Day
May 16, 1990	-	7:30 p.m.	
June 20, 1990	-	7:30 p.m.	
July 18, 1990	-	7:30 p.m.	
August 15, 1990	-	7:30 p.m.	
September 19, 1990	-	7:30 p.m.	
October 3, 1990	-	7:30 p.m.	
October 17, 1990	-	7:30 p.m.	
November 7, 1990	-	7:30 p.m.	
November 21, 1990	-	7:30 p.m.	
December 5, 1990	-	7:30 p.m.	
December 19, 1990	-	7:30 p.m.	

IN RE: RESOLUTION OF APPRECIATION

Upon motion of Mr. Clay, seconded by Mr. Harrison, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye", the following resolution was adopted retroactive to December 20, 1989 (Mr. Wells could not be present at that meeting) and presented to Mr. Travis W. Wells:

WHEREAS, Travis W. Wells has served the County of Dinwiddie with integrity and dedication as Equipment Operator from April 1, 1973 to December 31, 1988 and as Interim Director of Sanitation from January 1, 1989 to December 31, 1989; and

WHEREAS, the Board of Supervisors on the 20th Day of December 1989, is desirous of acknowledging these qualities and further to express its appreciation for this work on behalf of the County;

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF SUPERVISORS OF DINWIDDIE COUNTY, VIRGINIA, hereby commends Travis W. Wells for his many contributions and devoted service to the County of Dinwiddie; and

BE IT FURTHER RESOLVED BY THE BOARD OF SUPERVISORS OF DINWIDDIE COUNTY, VIRGINIA, that this resolution be delivered to Travis W. Wells and a copy spread upon the minutes of this meeting.

IN RE: MINUTES

Upon motion of Mr. Harrison, seconded by Mr. Clay, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the December 20, 1989 Regular Meeting minutes and the December 28, 1989 Continuation Meeting minutes are hereby adopted and approved in their entirety.

IN RE: CLAIMS

Upon motion of Mr. Harrison, seconded by Mr. Tickle, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the following claims be approved and funds appropriated for same using checks 7018-7095 (void check #7017): General Fund - \$49,771.95; Self-Insurance - \$8,830.76; Capital Projects - \$717.00.

IN RE: CITIZEN COMMENTS

Mrs. Anne Scarborough had a question regarding an editorial that appeared in the Progress-Index Newspaper, December 26, 1989 regarding the street lights. Her question was regarding the county covering expenses and would continue to do so for existing developments. Mrs. Quesenberry

stated the issue of who would fund the expenses for street lights in the existing subdivisions has not been decided.

IN RE: AMENDMENTS TO AGENDA

Upon motion of Mr. Bracey, seconded by Mr. Clay, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye", the agenda was amended as follows:

- 9.m. Director of Sanitation
 - (1) Special Waste
- 13. Executive Session
 - c. Legal

IN RE: REPORT -- COMMISSIONER OF THE REVENUE

Mr. Bracey asked Mrs. Deborah Marston, Commissioner of the Revenue, why a person with a 1985 vehicle with 125,000 miles paid the same tax as a person with the same type vehicle with 20,000 miles. Mrs. Marston stated vehicles licensed in the State of Virginia and hopefully having a County sticker, were assessed by make and year only, not by mileage or condition.

IN RE: REPORT -- TREASURER

Mr. William Jones, Treasurer, reported the values from the Delinquent Land Sales totaled \$97,000, with the actual tax amounts approximately \$24,000 which included penalty and interest. The tax liability is approximately \$23,000. Mr. Jones stated he hoped delinquent land sales for 1983, 1984 and 1985 will start soon and the County Attorney will be able to handle them.

IN RE: REPORT -- DIRECTOR OF PLANNING

Mr. Len Ponder, Director of Planning, reported Mr. Bracey has requested zoning amendment signs be placed on parcels that are going to be rezoned. He stated the Planning Commission will be adjusting the ordinance to include this wherein the applicant will pay for the signs. Mr. Ponder had also discussed with Mr. Bracey the Planning Commissioners going to visit the sites before they vote on the rezoning; however, transportation for the Commissioners was a problem at this time. Mr. Harrison suggested using a school bus to transport them to the site. Mr. Ponder stated he would bring these issues before the Planning Commission at their January 10, 1990 meeting.

IN RE: REPORT -- SOCIAL SERVICES DEPARTMENT

Mrs. King Talley, Director of Social Services, advised Mr. Robert Pamplin has given the Social Services Department another gift consisting of 11,100 shares of Entergy Corporation stock. It is estimated this will have an annual yield of \$11,000.

She requested the Robert B. Pamplin Endowment for Human Services Fund be established, which would identify the need for services to the elderly, the frail and the vulnerable to maintain them in their own home and prevent inappropriate placement in nursing homes or institutions. She stated the annual yield from the total funds is approximately \$33,000. She stated the Social Services Board felt the elderly was the top priority at this time.

Upon motion of Mr. Harrison, seconded by Mr. Clay, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the Board of Supervisors hereby accepts with gratitude the interest income from the corporate bonds of Entergy Corporation from Mr. Robert B. Pamplin valued at \$249,056.25, to be used for administration by the Department of Social Services for emergency needs of the County's citizens; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the fund be named the Robert B. Pamplin Endowment for Human Services Fund in honor of Mr. Pamplin.

IN RE: ACQUISITION OF SURPLUS VEHICLES

Dr. Richard Vaughn, Superintendent of Schools, requested two of the Sheriff's Office surplus vehicles be added to their regular fleet. He stated they have a total of 19 cars in operation, of which 17 are on regular routes, with two spares. Dr. Vaughn explained the majority of these vehicles are for the Special Education Projects of which the law requires transportation and there are only four children per car.

Mrs. Quesenberry, Interim County Administrator, advised the Sheriff's Office has five new cars. Of the five surplus cars, one car burned beyond repair, one car will be used as a spare car by the Sheriff's Office, one car will be shared by the E-911 Technician and the Part-Time Building Inspector in the Administration Office (as previously authorized), and two cars are available for the school.

Upon motion of Mr. Bracey, seconded by Mr. Harrison, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that two of the surplus vehicles of the Sheriff's Office be added to the regular fleet of the Dinwiddie County School Board, Transportation Department.

IN RE: REPORT -- RECREATION DIRECTOR

Ms. Fran Hart, Recreation Director, presented her monthly progress report. She advised the Second Anniversary Open House is scheduled for January 22nd from 7:00 - 8:00 p.m. and invited the public to attend and offer suggestions and comments.

IN RE: TRUCK REPORT -- NAMOZINE VFD

Mr. Jim Rice, Public Safety Director, advised he had been requested by Namozine Volunteer Fire Department to request funding for emergency repairs to their tanker. He advised the truck was ten years old and this was the first time these repairs had been made. He stated the majority of the repairs were done in-house which saved considerable labor costs. Bills presented were for the pump transmission - \$1,787.09 and the drive shaft - \$522.97, for a total bill of \$2,310.06.

Upon motion of Mr. Harrison, seconded by Mr. Clay, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that Namozine Volunteer Fire Department be reimbursed a total of \$2,310.06 for emergency repairs made to their tanker truck, outside of their normal budget.

IN RE: LANDFILL -- REQUEST TO ACCEPT SPECIAL WASTE

Mrs. Wendy Quesenberry, Interim County Administrator, advised approximately three weeks ago, the County was approached concerning the disposal of coal ash in the County's Landfill, from a proposed cogeneration plant site in Richmond, Virginia. The site was previously owned by a paper plant and the ash is from a coal fired boiler, which had been collected over a period of time. The cogeneration plant has contracted with an individual to remove the coal ash from the Richmond facility so they can back fill and build on this particular area. The contractor, Mr. William B. Sloan, has the contract with the owner. He has been hauling to another landfill site and he has approached Dinwiddie about disposal in the landfill. Mrs. Quesenberry stated Mr. Sloan feels he can bring approximately 4,000 loads (a load being a tandem dump truck load, or 9 tons) to our County Landfill at \$50.00 per load. She stated when the County was first approached, Mr. Sloan provided the results of the analysis of the coal ash, which was forwarded to the County's Landfill

Consultants, Draper Aden Associates, who in turn forwarded the information with a cover letter to the Department of Waste Management asking the Department the possibility of using this material as fill material. At this time, the County is excavating some areas to get dirt to use in our Landfill operation, and this would be fill material to fill in the hole that is left after excavation of the site. After working with the Department of Waste Management for three weeks to get approval/disapproval of this, a letter was received this date, January 3, 1990, granting approval to accept the material under the conditions of our present Landfill permit and the requirements of the Virginia Solid Waste Management Regulations. She reemphasized the material will be used as fill material only. Not knowing if approval was going to be issued, they contacted members of the community to get their feedback and make them aware of the proposal. As much information as possible has been provided to the Board of Supervisors so they can make the best decision for the County. She stated Mr. Tickle has been very involved in the analysis of the metal content in the ash. At this point, she asked Mr. Don Nuttall, of Draper Aden Associates, to describe the conditions imposed by the Department of Waste Management and where the ash will be placed.

Mr. Don Nuttall, of Draper Aden Associates, advised the Department of Waste Management approved the request in a letter dated December 29, 1989; however, it was just received this date. The request was submitted by Draper Aden Associates on behalf of Dinwiddie County and requested that a special waste, coal ash material, be permitted to be used to fill in an area that has been excavated at the County Landfill for daily cover material. Therefore, there is a hole that has been dug on the property and that would be the site that would be used for disposal. The approval letter had two requirements, the first being that the conditions of the existing Landfill Permit be met. The present Landfill Permit is old with very few conditions, as there were not stringent conditions at the time it was issued. Secondly, the operation must meet the requirements of the Virginia Solid Waste Management Regulations. The landfill is currently required to meet the operating and closure requirements of the regulations. These conditions would include such things as temporary soil cover of the material after it is placed and shaped, and the placement of a final and permeable cap over the material once it has reached its final configuration. In addition, adequate material must be placed with adequate grades to insure that any rain water that runs on it will run off of the material and off of the pile so that water will not penetrate and leach through the material. Sedimentation control has to be placed around the operation to insure that no material is washed away from the disposal area. Mr. Nuttall advised these things have been gone over with Mr. Sloan.

Mr. Nuttall stated that in discussions with the County, they feel some additional requirements are appropriate. Documentation came with the material for test results to prove that the material was not hazardous based on the current regulations that are in place. There is an additional test procedure of which Mr. Tickle is familiar with, called the TCLP (Toxicity Characteristic Leach Procedure) and they are recommending that this test be run on the first load of the material that comes to the site so that the County has a reference point and can insure there is no problems there. They also recommended controlling the depth of excavation to insure separation from the water table. They recommend the entrance road to the Landfill be maintained as an all weather entrance road with stone, etc.

Mr. Tickle asked Mr. Nuttall the depth recommended for excavation. Mr. Nuttall stated they would require depth of the ground water be determined and to not get any closer than five feet.

Mr. Bracey asked about the depth of the hole. Mr. Dennis King, Director of Sanitation, stated the current borrow area is anywhere between five to ten feet deep. Depending on where the water table is, it could be lowered from one to five more feet. This is the area that the Landfill has been excavating to provide cover material.

Mr. Tickle stated the data they had received was the EPA Toxicity Test. This test looks for metals and this is basically what the Department of Waste Management uses to determine if the sample is hazardous and/or toxic. He did a brief calculation and assuming there were 10,000 tons of ash, and converting the metric system to the English system, he gave a brief description on the chemicals found in the coal

ash: Arsenic - 1.2 lbs per 10,000 tons; Barium - 120 lbs; Cadmium - 90 lbs; Chromium - 2.4 lbs; Lead - 120 lbs; Mercury - .06 lbs; Selenium - 1.5 lbs; Silver - 15 lbs. Of these eight chemicals, his concern would be the Lead and Cadmium; however, these levels are very low compared to what they could be. The EPA Tox Test allows one to have contaminants range up to 100 times more concentrated than normal drinking water. In every case, this material was within the State mandated regulations.

Mr. Nuttall advised this procedure assumes the worse case type of situation.

Mr. Moody asked if Mr. Sloan had agreed to all of the conditions. Mr. Sloan stated upon the meetings they had today, and the discussions with Mrs. Quesenberry and Mr. Nuttall, a contract agreement will be signed with the conditions. They have asked him to maintain the road, complete excavation that has been started by the Landfill to give him more dirt for covering the trash, and the handling of placement and compaction of the coal ash in that bar area. Then a temporary cover will be placed until it is determined that there is suitable material on-site for a permanent cover. Mr. Sloan stated he has agreed to pay \$50.00 per load, which based on an estimate of 4,000 loads converts to \$200,000.

Mr. Harrison stated he would like a report on what other landfills are charging to take the coal ash. He felt \$50.00 per load wasn't enough. Mr. Nuttall advised Mr. Sloan is also providing the equipment to cover and pack the material.

Mr. Bracey asked who was liable for this particular project. Mr. Dan Siegel, County Attorney, stated the intent is to provide in the agreement that Sloan Construction would be responsible/liable for his representations as to the ash being correct and accurate, even after the money is paid and the contract is terminated.

Mr. Moody asked if the TCLP is the most accurate test. Mr. Tickle stated the TCLP test determines the concentrations of the organics in the ash. Mr. Tickle asked Mr. Nuttall his opinion on the concentrations of the metals. Mr. Nuttall stated the TCLP would be the test to use because it is a standard EPA test which looks for compounds not evaluated by the EPA Tox Test. The levels of material Mr. Tickle spoke of, the EPA Tox Test that was run on this material assumes the worst case type situation and in every case, the levels that came out of this material are far better than what would be required by EPA or State Regulations.

Mr. Tickle asked how this was similar to trash already in the Landfill when in 30 to 40 years decaying starts taking place. Mr. Nuttall stated higher numbers would appear in the solid wastes of the landfill in the lead and cadmium levels, than would appear in the coal ash levels over that time.

Mr. Tickle asked Mr. Sloan of the 15,000 tons, how much fly ash is estimated to be in it. Mr. Sloan stated there is a mixture of ash and dirt. The consistency is similar to agricultural lime or bottom ash. He estimated it to be 70% ash and 30% soil. Mr. Sloan stated it looks more like heavy black top soil than it is a coal ash. Mr. Tickle asked how it packed. Mr. Sloan stated they drive in on the site on top of the ash and drive out loaded. Mr. Sloan stated it was going to be left onsite and built on top of until testing showed it was not pure complete ash as there were boards mixed in with it and therefore could not be built upon. He stated he was in the process of hauling to another landfill at this time.

The question of discontinuing acceptance of fly ash from Central State was raised. Mrs. Quesenberry stated the fly ash the Landfill received from Central State was very inconsistent in that one day it would be very powdery and the next day it was like cement which stuck to the equipment and caused problems. The County refused to take anymore of the fly ash because Central State could not get the consistency right. Mrs. Quesenberry asked Mr. Sloan what he was doing about the consistency in order to keep it from flying around. Mr. Sloan stated this type of coal ash is not a powdery consistency and there was no flying debris. Mr. Moody asked if over the years the rain had packed this type of ash. Mr. Sloan stated it is not the type of ash that is taken right out of a

hopper with a talcum powder consistency. This type ash is like agricultural lime.

Mr. Tickle stated the Environmental Laboratories, of Richmond, Virginia, tested the samples. He stated the EPA Tox test is a standard test and is what the State of Virginia requires. The TCLP is an additional test the County could request. However, the State makes their suggestions on the EPA Tox Test. Mr. Nuttall stated the samples were secured by Westinghouse Environmental and Geotechnical Services, Inc., an independent testing company. The individual with the proposed cogeneration plant paid for the testing. Mr. Tickle stated that Steven Pines, of Environmental Labs, informed him that the samples evaluated were obtained in one liter containers, which is equal to approximately two pounds. He stated there was a large number of samples taken and the samples evaluated were randomly selected. Mr. Nuttall stated that from the data that was provided, two separate tests were conducted and each confirmed the other.

Mrs. Quesenberry emphasized that Mr. Sloan was not invited in by the County; he contacted the County. Two things were considered, one being the number of loads and the money at a time when the County is in need of revenue. But at the same time, the County has been working since December 13th to determine first if there was any possibility at all of acceptance and every time Mr. Sloan has contacted the County to determine the status, we had not heard from the State. He has understood from the beginning that the decision lies with the Board of Supervisors and the citizens. She stated that is why the citizens have been involved, and although it is short notice, it was not known if the State would even consider this. She wanted the citizens to know up front that Mr. Sloan was not invited into the County; that it was offered to the County and that it was considered to be a possible revenue for the County. However, the Board wanted to make sure, most of all, that it was appropriate and would not be something that the citizens would be opposed to.

Mr. Harrison asked how long the fly ash was received from Central State. She stated it was several months but due to the inconsistency they had to terminate taking in the fly ash. She stated they tried to work with Central State; however, had to stop the operation when it could not be resolved.

Mr. Bracey asked when a decision had to be made. Mrs. Quesenberry stated due to Mr. Sloan's contract to move the material, he is to begin hauling again, and if there is any desire upon the Board that they would like for the coal ash to be brought to the Landfill, action must be taken now or he will haul elsewhere. If it is agreeable and if it looks like a good thing for Dinwiddie County, the opportunity is here and he needs to continue. She stated word was not received from the state until this date approving the request. If the State did not approve the request, the request would not have been brought before the Board.

The responsibility for long term maintenance was questioned. Mr. Nuttall advised the County was responsible for long term maintenance as this site has been excavated and disturbed, whether it is filled or not. That includes the entire area that has been permitted in the past. Depending on the nature of the soil that is available on the site, it may be that Sloan Construction Co. will be putting the final covering on top of the fill. If the material is not suitable, then that is something that will have to be done either through a synthetic cover or other material brought in. Some of the revenues generated from this can be used for the covering purpose. If the clays are suitable for use as a covering material, then it will cost the County whatever it will cost to put top soil on it and seed it. The quality of the clay has not been determined. The area to be covered is between one-half to one-acre to be covered. Using a worst case scenario, if a synthetic cover has to be purchased, it may be approximately \$35,000.

Mr. Bracey stated due to the fact he would not want to jeopardize a much better and larger project, he did not favor this project. He stated he saw \$200,000 and a lot of "if's" down the road.

When asked which fund the money received was going to, Mrs. Quesenberry stated this has not been discussed as this was the first opportunity the entire Board had been able to discuss same; however, it is

her recommendation that the money be put towards the cost that we know we will have to bear with the Landfill.

Mr. Tickle requested clarity on the excavation and sealing of the material. Mr. Sloan stated he has been asked to excavate within five feet of the water table and to put that excess dirt aside. He would then place the ash material in the whole in a hump fashion, at a 4 to 1 slope. He would then take the clay that is excavated, if it is suitable for a permanent cap, place the clay on top as a permanent cap. In the event the material is not suitable for a permanent cap, he would place a one foot temporary cap. The excess dirt would go to the landfill garbage area. Mr. Sloan stated he was under the impression that he was to maintain the entrance road, excavate the hole, place the material and cap the material with on-site material. If on-site material is suitable for a permanent cap, then it will be used as a permanent cap. If it is not suitable a synthetic cap would be placed as a permanent cap.

Mr. Clay asked the size per load. Mr. Sloan stated it was seven tons. Mr. Harrison asked Mrs. Quesenberry if there was a test sheet or proof showing the material was safe. Mrs. Quesenberry stated the testing that was done was provided to the County and to the State.

Upon motion of Mr. Clay, seconded by Mr. Moody, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye", Mr. Bracey voting "no",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the County Administrator is authorized to take the necessary steps to execute a contract with William B. Sloan Construction Company to haul and dispose of coal ash as described in a letter from Westinghouse Environmental and Geotechnical Services, Inc., dated November 10, 1989, at the Dinwiddie County Landfill; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that this contract shall become a part of the minutes of this meeting.

IN RE: VIRGINIA DEPARTMENT OF TRANSPORTATION

Mr. MacFarland Neblett, Resident Engineer, Virginia Department of Transportation, had no formal report but was open to any suggestions or questions. Mr. Ponder, Director of Planning, stated he had received a call regarding the depth of a culvert at Route 1 and Turkey Egg Road and asked Mr. Neblett to look into this.

IN RE: PRINCE GEORGE-DINWIDDIE BOUNDARY LINE

Mrs. Wendy Quesenberry, Interim County Administrator, stated the Board's last action was to approach Prince George to see if they would agree to the resurvey of the boundary line around Mr. George Hobbs property. They have agreed to that resurvey. Prince George stated they have a similar problem with Mr. George Zahradka who would also like to have his parcel resurveyed at the same time. At the present time the Zahradka property is not taxed by the County of Dinwiddie. There is approximately 1.5 acres of the Zahradka property located in Dinwiddie; however, Prince George is taxing for this. Mrs. Deborah Marston stated a gentlemen's agreement was established years ago when the majority of a parcel was located within a County, that County assessed it. Mrs. Quesenberry stated Prince George has asked to contact the surveyors to get an estimate on resurveying both pieces at one time which should lower the cost. She recommended approval of the adjustment in the Zahradka property and to authorize Prince George to obtain the total cost estimate on the resurvey of both parcels.

Upon motion of Mr. Bracey, seconded by Mr. Clay, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the adjustment for the George Zahradka property requested by Prince George County is approved; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that Prince George County is authorized to obtain a total cost estimate on the resurvey of both parcels; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that future requests for individual boundary adjustments will not be considered.

IN RE: CHANGE OVER TO CENTREX SYSTEM

Mrs. Glenice Townsend, Interim Assistant County Administrator, stated C&P has offered the County an opportunity to improve the telephone system and provide the County with enough monthly savings to pay for new equipment within the present budget.

Ms. Cindy Cockshaw, C&P representative, advised they will be replacing the business lines the County has with Centrex lines. The lines will have the same function, the only difference will be line cost being significantly lower. The county will save \$1,367.22 per month, or \$16,406.64 annually on the basic line charge with Centrex. There will be an additional charge of 9.8 cents per completed outgoing call. However, it would take 13,951 calls per month with the Centrex system to reach what the County is currently paying for monthly phone service. She stated this was a benefit to C&P in that the system will be consolidated into one bill, opposed to the over 15 they are issuing now. The entire County Complex will be within one system for better internal communication. Although the number of lines will be the same, if new lines are needed it would be feasible to increase the lines at this time.

Mr. Bracey requested each Department be looked at to insure there is adequate telephone line service for their department or agency. Mr. Bracey asked if the schools were included. Mrs. Townsend stated no, that all the lines had to be on the Dinwiddie exchange and some of the schools are on different exchanges. She stated it included the Sheriff's Office, all the Courts, the Landfill, the Social Services and the Pamplin Building.

The question was asked if the system will go down when the power goes out. Ms. Cockshaw stated not within the Centrex System, as the Centrex lines are powered through the C&P Central Office. If the power goes dead, that is a function of the telephone equipment. The lines will be coming in but if the equipment is dead you may not be able to tell which phones are ringing.

Upon motion of Mr. Bracey, seconded by Mr. Harrison, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the County Administrator is authorized to sign a contract with Centrex for an application for service.

IN RE: APPOINTMENT -- CRATER PLANNING DISTRICT COMMISSION

Mr. Tickle nominated Mr. George E. Robertson, Jr. to fill the unexpired term of Mr. Emery Veazy for the Crater Planning District Commission. Mr. Harrison seconded the nomination.

Upon motion of Mr. Harrison, seconded by Mr. Clay, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye", the nominations were closed.

Upon motion of Mr. Clay, seconded by Mr. Harrison, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that Mr. George E. Robertson, Jr. be appointed to fill the unexpired term of Mr. Emery Veazy to the Crater Planning District Commission, ending December 31, 1991.

IN RE: APPOINTMENTS -- DINWIDDIE AIRPORT AUTHORITY

Upon motion of Mr. Bracey, seconded by Mr. Clay, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye", the appointments to the Petersburg Dinwiddie Airport Authority are postponed until the January 17, 1990 meeting.

IN RE: EXECUTIVE SESSION

Upon motion of Mr. Harrison, seconded by Mr. Clay, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye", pursuant to Section 2.1-344(1), (5) and (7) of the Virginia Freedom of Information Act, the Board moved into Executive Session at 9:24 p.m. to discuss personnel, industrial and legal matters. A vote having been made and approved, the meeting reconvened into Open Session at 11:20 p.m.

IN RE: CERTIFICATION OF EXECUTIVE MEETING

Upon motion of Mr. Bracey, seconded by Mr. Clay, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye", the following Certification was adopted:

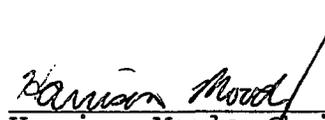
WHEREAS, the Board of Supervisors of Dinwiddie County convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by the Board of Supervisors of Dinwiddie County, that such Executive meeting was conducted in conformity with the Virginia law;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, hereby certifies that, to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies; and (2) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Board of Supervisors of Dinwiddie County, Virginia.

IN RE: ADJOURNMENT

Upon motion of Mr. Harrison, seconded by Mr. Clay, Mr. Bracey, Mr. Harrison, Mr. Tickle, Mr. Clay, Mr. Moody voting "aye", the meeting was adjourned at 11:24 p.m.



Harrison Moody, Chairman

ATTEST:



Wendy W. Quesenberry
Interim County Administrator

ASH DISPOSAL AGREEMENT

This Agreement is made as of this 4th day of January, 1990, by and between the County of Dinwiddie (the "County") and William B. Sloan Construction Company ("Sloan").

In consideration of the mutual promises and valuable consideration referenced herein the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Location of County Site. Sloan agrees to place the ash material referenced in the analysis attached as Exhibit A (the "Ash") in the area designated by the County at the County Landfill known as the Borrow Area, which is shown on the map attached as Exhibit B (the "County Site").
2. Equipment. Sloan agrees to provide all equipment necessary or appropriate to spread and compact the Ash to final grades. Final grades shall be no greater than 25% and no less than 5%.
3. Samples. Sloan shall, on the first day of delivery, provide a sample of the Ash to the County from the first load brought to the County Site. The County will have the sample analyzed by the TCLP test. Additional samples may be required by the County at random times during delivery of the Ash. If the results of tests on such samples are not acceptable to the County, then operations will cease. The material in place will be graded and covered as called for in this Agreement. Sloan will bear the expense for the TCLP tests.
4. Representations as to Content. The Ash to be delivered to the County Site will only be that coal ash material represented in the documentation from Westinghouse Environmental and Geotechnical Services, Inc., dated November 10, 1989, as presented to the County and Draper Aden Associates. This documentation is understood to be a true representation of the Ash to be disposed of pursuant to this Agreement.
5. Prohibited Material. Sloan agrees that no motors, scrap metal or other metal products will be permitted to be transported into the County or delivered to the County Site. Any such material discovered at the County Site shall be removed from the County Site by Sloan.
6. Excavation. Sloan agrees to excavate the County Site to remove fill dirt and clay therefrom. Sloan agrees that excavation of the County Site will not be permitted any closer than 5 feet from the groundwater table. The depth to the water table shall be determined by Sloan prior to the final placement of the Ash. A County representative must be present to verify the depth to the ground water table.
7. Temporary Soil Cover. Sloan shall provide an intermediate 12 inch soil cover over all finished grades within 24 hours of reaching finished grades.
8. Clay Cap. If a suitable clay material for a clay cap meeting the requirements of VSWMR is available on site or is brought in to the landfill, Sloan will place the 24 inch clay cap on the Ash at the County Site so as to meet the requirements of VSWMR 672-20-10.

9. Stone Hauling. Sloan shall provide trucks to haul 10 loads of stone for the landfill access road to provide an all weather access road during the period of hauling, ash handling, placement, cover and cleanup. The County will provide the stone at the Lone Star-Tarmac Jack Plant.

10. Payment. Sloan will pay the County \$50 per truck load delivered to the landfill. A record of loads will be kept by the County's Landfill Attendant. The County will invoice Sloan for such amount at the end of January, 1990, with payment due to the County from Sloan, in immediately available funds, by the end of February, 1990.

11. Erosion Control. Sloan shall provide erosion and siltation control to prevent release of siltation off of the County Site. Erosion Control features shall be in accordance with the Virginia Erosion and Sedimentation Control Handbook. Silt Fences and Brush Barriers are specifically referenced herein.

12. Change in State Requirements. If the requirements imposed on this operation by the Virginia Department of Waste Management change the nature or complexity of the operation, or the cost to the County, the County reserves the right to cease operations under this Agreement. The requirements for Sloan to grade and cover the material placed to that time will still apply upon such cessation.

13. Insurance. Sloan represents and warrants that insurance coverage is in place to insure claims and liabilities arising from Sloan's operations at the County Site and which include the County as an additional named insured for purposes of this Agreement. Sloan will provide the County with evidence of insurance coverage in form and content acceptable to the County.

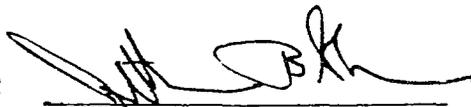
14. Limited Agreement. The Ash is to be delivered to the County Site under special circumstances which involve the filling of the Borrow Area outlined on the map attached and for no other purpose.

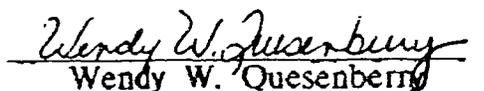
15. Compliance with Laws. Sloan agrees to comply with all local, Virginia and federal laws relating to the performance of its obligations under this Agreement.

16. Indemnification for Sloan Operations. Sloan agrees to indemnify the County against any claims, actions or liabilities arising out of Sloan's operations at the County Site or Sloan's failure to comply with its covenants or representations set forth in this Agreement. The representation of Sloan set forth in this Agreement shall survive the payment for delivery of the Ash and termination of this Agreement.

W. B. SLOAN CONSTRUCTION
COMPANY

COUNTY OF DINWIDDIE

By: 
William B. Sloan
Its: President

By: 
Wendy W. Quesenberg
Its: Interim County Administrator

STATE OF VIRGINIA:

SS

COUNTY OF DINWIDDIE

I, Stella M. Seaborne, a Notary Public in and for the State of Virginia, County of Dinwiddie, do hereby certify that William B. Sloane and Wendy W. Quesenberg whose names are signed to the foregoing document has this day acknowledged the same before me this 4th day of January, 1990.

My commission expires January 11, 1993.

Stella M. Seaborne
Notary Public

