

VIRGINIA: AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS HELD IN THE BOARD MEETING ROOM OF THE ADMINISTRATION BUILDING, DINWIDDIE, VIRGINIA, ON THE 18TH DAY OF NOVEMBER, 1981 AT 8:00 P.M.

PRESENT: A.S. CLAY, CHAIRMAN
G.E. ROBERTSON, JR., VICE-CHAIRMAN
STEVE WEBER
G.S. BENNETT, JR.
M.I. HARGRAVE, JR.
L.G. ELDER
CLARK WOOD

ELECTION DISTRICT #4
ELECTION DISTRICT #2
ELECTION DISTRICT #2
ELECTION DISTRICT #1
ELECTION DISTRICT #3
COUNTY ATTORNEY
DEPUTY SHERIFF

IN RE: MINUTES

Upon motion of Mr. Robertson, seconded by Mr. Weber, Mr. Robertson, Mr. Weber, Mr. Hargrave, Mr. Bennett, Mr. Clay voting "aye", the minutes of the November 4, 1981 regular meeting and the November 17, 1981 special meeting were approved as presented.

IN RE: CLAIMS

Upon motion of Mr. Bennett, seconded by Mr. Hargrave, Mr. Bennett, Mr. Hargrave, Mr. Weber, Mr. Robertson, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the following claims be approved:

General Fund checks-numbering 81-2130 through 81-2335 amounting to \$122,354.49; Library Fund checks-numbering LF-81-11 and LF-81-12 amounting to \$354.75.

IN RE: LIVESTOCK CLAIM--E. HARRIS

Upon motion of Mr. Weber, seconded by Mr. Bennett, Mr. Weber, Mr. Bennett, Mr. Hargrave, Mr. Robertson, Mr. Clay voting "aye", Mr. E. Harris was awarded \$189.00 for two (2) hogs.

IN RE: PUBLIC HEARING--A-81-5--CROSS-CONNECTION AND BACKFLOW PREVENTION IN WATER & SEWER SYSTEM

This being the time and place as advertised in the Progress-Index on Wednesday, November 4, 1981 and Wednesday, November 11, 1981 for the Board of Supervisors to conduct a public hearing to consider for adoption an ordinance to amend Chapter 16A of the Code of the County of Dinwiddie, Virginia, by the addition of Article VII dealing with cross-connection and backflow prevention in water and sewer systems.

Mr. John Clements of the Dinwiddie County Water Authority and Mr. Ed Massie, Engineer for R. Stuart Royer & Associates, appeared before the Board to review the ordinance and answer any questions. Mr. Gill, District Engineer for the State Health Department and members of the Water Authority were also present.

Mr. Robertson asked if the recent opinion submitted by the County Attorney concerning mandatory connections allows this ordinance to be considered. Mr. Elder stated that his referenced opinion did not apply here. The ordinance being considered applied to all water systems in the County.

Mr. Ed Massie stated that the ordinance was the result of a federal mandate in the Safe Drinking Water Act, adopted by Virginia in 1977 for the protection of the general public using a public water supply. Mr. Weber asked if a check-valve in the water line would work. Mr. Massie stated it would; however, they are not accepted by the State Health Department. Mr. Hargrave asked if the definition of pollutants was inclusive. He felt chemicals should be added. Later on in the meeting, the County Attorney ad-

vised the Board that the definition of pollutants should include "inorganic" substances.

Mr. Robertson asked what protects the individual user from the system. Mr. Massie stated that the amendment being considered would protect other users of the system. He further advised that the Appomattox River Water Authority has its own lab to allow stringent testing of the water before it comes to the Dinwiddie system.

Mr. Weber asked what type of sampling was done by the Dinwiddie Water Authority. He was advised that four tests were taken each month which take approximately four days for receipt and processing by the State Health Department.

Mr. Richard Earl, Mr. John Talmage, Mr. John Sowers, Mr. Laxton Wilson and Mr. Andie Perdue spoke in opposition to the ordinance.

Mr. Talmage asked how the inspections would be made. Mr. M.G. Rainey, Director of the Water Authority, informed him that a questionnaire would be sent to all users of the system and investigations would be made where it was felt to be probable cause. Mr. Talmage stated he was against anyone having the right to come on private property without a warrant.

Mr. John Sowers asked if the Authority presently requires backflow prevention devices. Mr. Gill stated that the State Health Department requires all suppliers of public water to have backflow prevention devices, and the Authority is trying to comply by adopting this ordinance. Mr. Sowers then asked if the ordinance requires these devices be installed at every residence. He was advised it did not. Mr. Sowers then stated that there was no protection for the people if not required and he felt the regulations could be met more easily by placing check-valves in the meter boxes. Mr. Sowers also indicated that he felt entering private property and inspecting individual homes was unconstitutional.

Mr. Gill responded to the reference to check-valves saying that they were not 100% safe due to possible leakage.

Mr. Laxton Wilson asked if the rules and regulations of the Water Authority didn't already contain wordage that would prevent cross-connection and backflow. Mr. Rainey responded that the present regulations do not address cross-connection.

Mr. Massie was asked if other Water Authorities had the right to inspect homes. Mr. Massie stated that different areas handled it in varying degrees. Mr. Perdue asked if other localities have this same ordinance. He was advised that they all will in time. Mr. Clements stated that Sussex County has it. The County Attorney stated that Chesterfield County has an identical ordinance and it has to be read in conjunction with the Water Authority rules and regulations and the State Code. He further stated that the County is not doing anything that the Health Department isn't already requiring. He stated that the ordinance does not give anyone the right to randomly inspect someone's property and that a search warrant may be required. He indicated it is merely an administrative tool to enforce the regulations of the Act.

Mr. Perdue asked what recourse a citizen would have if the Water Authority wanted to inspect his property. The County Attorney stated that he would have the same rights as with a police officer, that is, a search warrant may be required.

Mr. Wilson stated that if the Water Authority had to be schooled in the procedure they would follow, then action on the ordinance should be postponed.

Mr. Weber moved that the ordinance not be approved at this meeting. Mr. Robertson seconded the motion.

Mr. Weber stated that he felt the Water Authority already had too much power. He further indicated that there were several things in the ordinance he didn't approve of: 1. Entrance of pro-

perty during reasonable hours. Mr. Weber asked what was meant by reasonable hours. Mr. Clements stated that questionnaires would be sent out and if it were felt there was probable cause to inspect, they would discuss a time with the individual. 2. Violations - reasonable time to correct or remove the violation. Mr. Weber asked what would be a reasonable time. Mr. Clements stated this would depend upon the severity of the violation and what the State Health Department rules and regulations say. 3. Penalty - Mr. Weber asked if \$200 wasn't a little high. Mr. Clements stated that the decision would be up to the court.

Mr. Weber then stated that he would never vote for an ordinance that would fine the citizens, and he did not feel this was a good ordinance.

Mr. Robertson asked if each prevention device would have to be approved by the Authority Director on an individual basis. Mr. Clements indicated they would have to refer to the Standards of the Act. Mr. Rainey stated the devices must meet all the applicable codes. Mr. Robertson then asked if each device installed would be approved if it met regulations or would they have to be approved on a case by case basis. Mr. Rainey stated that the devices would have to be approved by the Authority and the State Health Department.

Mr. Robertson stated that he felt there were too many ambiguities in the ordinance and the discussion had brought out a lot of fallacies. He further indicated that he was not sure from the discussion that the cross-connection and backflow prevention ordinance was even necessary and that he believed the ordinance as written would not serve the purpose. He then urged the other members not to vote for it.

Mr. Hargrave asked if the hardware approved would be limited to those eligible under the standards of the Act. He was advised they would. He stated it therefore seemed logical to him that the Authority would allow those devices approved by the standards to be installed. Mr. Clements advised him that he was correct.

Mr. Elder stated that those participants on the water system who were still connected to a private water supply but had backflow prevention devices would not be in violation of this ordinance. They would be in violation of the Water Authority regulations which is a different issue.

Mr. Clay asked who would be liable if contamination got into the system. Mr. Elder stated that the responsible user and everyone involved in administering the system could be sued.

Mr. Weber asked if the backflow prevention devices are available to the people. Mr. Clements stated that information on the type and quality of device would be available. Mr. Weber then asked if the Authority would consider placing a device in every residence if the citizen paid for it. Mr. Clements stated he didn't know.

The question was asked who would be required to install the backflow prevention devices and who would finance them. Mr. Gill stated that the Health Department was looking for unusual situations where the device would be required and probably 50% to 75% of the users would not need the device.

Mr. Wilson asked if a device would be required where there was hot water heat. Mr. Gill said no if there were no chemicals involved.

Mr. Weber moved that the ordinance not be approved. Mr. Robertson seconded the motion. Mr. Weber, Mr. Robertson voted "aye", Mr. Bennett, Mr. Hargrave, Mr. Clay voted "nay". The motion was defeated.

Upon motion of Mr. Hargrave, seconded by Mr. Bennett, Mr.

Hargrave, Mr. Bennett, Mr. Clay voting "aye", Mr. Weber, Mr. Robertson voting "nay",

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia, that the Dinwiddie County Code, as adopted April 1, 1970, and as heretofore amended, be further amended by the addition of the following Article to Chapter 16A:

Chapter 16A - Water and Sewers

Article VII. Cross-Connection and Backflow Prevention.

Sec. 16A-69. Definitions.

The following terms, whenever used or referred to in this article, shall have the respective meanings set forth below, unless the context clearly requires a contrary meaning or any such term is expressly defined to the contrary elsewhere in this article:

Backflow. The flow of water or other liquids, mixtures, or substances into the distributing pipes of a potable supply of water from any source other than its intended source.

Cross-connection. Any physical connection between a potable water supply and any waste pipe, soil pipe, sewer drain or any unapproved source or system. "Cross-connection" includes any potable water supply outlet which is submerged or can be submerged in waste water and any other source of contamination.

Health hazard. Any conditions, devices or practices in the water supply system and its operation which create or, in the judgment of the director of the water authority, may create, a danger to the health and well being of the water consumer.

Plumbing system. The water supply and distribution pipes; plumbing fixtures and traps; soil, waste and vent pipes; building drains and building sewers including their respective connections, devices and appurtenances within the property lines of the premises; and water-treating or water-using equipment.

Pollution. The presence of any foreign substance (organic, inorganic, radiological or biological) in the water that tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water.

Water, potable. Water free from impurities in amounts sufficient to cause disease or harmful physiological effects. Its bacteriological and chemical quality shall conform to the requirements of the Virginia Water works Regulations of the state department of health and the requirements of the county water authority.

Water, nonpotable. Water that is not safe for human consumption or that is of questionable potability.

Water works. All structures and appliances used in connection with the collection, storage, purification and treatment of water for drinking or domestic use and the distribution thereof to the public or residential consumers as set forth in Title 62.1, Chapter 4, Section 62.1-45a, Code of Virginia 1950, as amended.

Sec. 16A-70. Required.

Every building, premises or structure in the county shall be constructed, equipped and maintained in such a manner as to prevent the possibility of pollution of the public water supply by cross-connection or backflow of liquids.

Sec. 16A-71. Cross-connections prohibited.

(a) The public potable water supply system shall be designed, installed and maintained in such a manner as to prevent contamination from non-potable liquids, solids or gases from being introduced into the potable water supply through cross-connections or any other piping connections to the system.

(b) Cross-connections between the public potable water system and other systems or equipment containing water or other substances of unknown or questionable safety are prohibited except when and where, as approved by the director of water authority, suitable protective devices such as the reduced pressure zone backflow preventer or equal are installed, tested and maintained to insure proper operation on a continuing basis.

Sec. 16A-72. Backflow and backsiphonage prohibited.

The public potable water system shall be protected against backflow and backsiphonage by installing and maintaining at all fixtures, equipment and outlets, where back flow or backsiphonage may occur, a suitable backflow preventer as approved by the director of water authority.

Sec. 16-73. Responsibility of director of water authority.

(a) The director of the water authority, or his designated agent, shall inspect the plumbing in every building or premises in the county as frequently as in his judgment may be necessary to ensure that such plumbing has been installed in such a manner as to prevent the possibility of pollution of the public water supply through the plumbing.

(b) The director of the water authority, or his designated agent, shall have the right of entry into any building, during reasonable hours, for the purpose of making inspection of the plumbing systems installed in such building or premises for cross-connection or backflow problems caused by improper installation, repair or maintenance, faulty equipment or other causes. Upon request, the owner or occupants of property served by the public water system shall furnish to the inspection agency pertinent information regarding the piping system on such property.

Sec. 16A-74. Compliance with applicable rules and regulations.

Any cross-connection or backflow prevention device or system shall be designed, installed and maintained in such a manner as to be in compliance with the Cross-Connection Control Manual, U.S. Environmental Protection Agency, Office of Water Programs, Water Supply Division, 1973; the BOCA Basic Plumbing Code, 1975; section 6.00 of the Virginia Waterworks Regulations entitled "Cross-connection and Backflow Prevention Control in Waterworks"; and the definitions contained in section 2.00 of that publication are adopted by reference except where inconsistent with definitions contained in this chapter.

Sec. 16A-75. Violations.

The director of the water authority shall notify the owner or authorized agent of the owner, of the building or premises in which there is found a violation of this article of such violation. The director of the water authority shall set a reasonable time for the owner to have the violation removed or corrected. Upon failure of the owner to have the defect corrected by the end of the specified time interval, the director of the water authority may, if in his judgment an imminent health hazard exists, cause the water service to the building or premises to be terminated or deny service to such premises.

If it is found that the backflow prevention device has been removed or bypassed or if a cross-connection exists, or if the pressure in the waterworks is lowered below ten psi gauge, the director of the water authority shall take positive action to insure that the waterworks is adequately protected at all times.

Sec. 16A-76. Penalty.

The owner or authorized agent of the owner responsible for the maintenance of the plumbing systems in the building who knowingly

permits a violation to remain uncorrected after the expiration of time set by the director of the water authority shall be deemed guilty of a misdemeanor and upon conviction thereof shall be subject to a fine of not more than two hundred dollars for each violation. Each day of failure to comply with the requirements of this article, after the specified time provided in section 16A-75, shall constitute a separate violation.

IN RE: PUBLIC HEARING--A-81-6--LATE FILING FEE FOR REVALIDATION OF LAND USE APPLICATIONS

This being the time and place as advertised in the Progress-Index on Wednesday, November 4, 1981 and Wednesday, November 11, 1981 for the Board of Supervisors to conduct a public hearing to consider for adoption an ordinance to amend Chapter 8, Article 8 of the Code of the County of Dinwiddie, Virginia by the addition of a paragraph to Section 8-25 dealing with the late filing of revalidation forms for Land Use.

Mr. Larry Elder, County Attorney, appeared before the Board to present the amendment. He stated that the late fee would be levied on applications filed from December 6, 1981 until January 1, 1982.

No one appeared in support or opposition to this amendment.

Upon motion of Mr. Hargrave, seconded by Mr. Bennett, Mr. Hargrave, Mr. Bennett, Mr. Robertson, Mr. Weber, Mr. Clay voting "aye",

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia, that the Dinwiddie County Code, as adopted April 1, 1970, and as heretofore amended, be further amended by the addition of the following paragraph to Chapter 8, Article VIII, Section 8-25:

Chapter 8 - Finance and Taxation

Article VIII. Special Assessments for Agricultural Real Estate

Section 8-25. Applications.

. . . . Annual Revalidation forms prescribed by the Commissioner of the Revenue which are required to be filed by December 5 of each year may be filed during the period of December 6 through January 1 upon the payment of a late filing fee of \$10.00.

IN RE: RECESS

The Chairman declared a brief recess at 10:07 P.M. The meeting reconvened at 10:12 P.M.

IN RE: ROCHESTER BUTTON COMPANY--CONTRACT FOR DISPOSAL OF NON-HAZARDOUS WASTES

The County Administrator presented a contract for the Board's consideration between the County of Dinwiddie and the Rochester Button Company to dispose of the Button Company's non-hazardous wastes in the County Landfill. The County Administrator stated that the Board had discussed disposing of the waste in the Landfill of a private industry, and when he discussed this alternative with Mr. Nick Krauszer, Plant Manager, Mr. Krauszer stated it would not be a suitable alternative at this time.

Mr. Nick Krauszer and Mr. Don Arnaud, Vice-President, Rochester Button Company, were present. Mr. Krauszer advised the Board that Rochester Button Company agreed with the proposed contract except for the blanks to be filled in which they would have to discuss. He further advised that they would agree to 60-day testings; however, they felt \$100/week to be a little higher than they had budgeted for. He indicated that they had been led to believe that the cost would be for filling a trench for two years.

If so, then, Rochester Button Company would pay half of the amount stated for one year in advance.

Mr. Weber asked what it was costing the Company per day to haul the waste material to Philadelphia. Mr. Krauszer stated that it was costing them \$300/day; however, their contract would expire November 19, 1981. He further indicated that they were sending a load every two to three weeks and using the County Landfill would be considerably cheaper.

Mr. Weber asked what objection Rochester Button Company had to having a local industry pick up the waste and deposit it in their own landfill. Mr. Krauszer stated it would be more cumbersome and more costly.

Mr. Arnaud stated he had talked with Dr. Gulevich of the State Health Department who advised him it would have to be taken to an approved Landfill, and that they were not aware of a private firm that would provide this service more economically.

Mr. Hargrave stated that the Board had found two State approved Landfills in the business of disposing of industrial wastes and one was within 30 to 40 miles of the Rochester plant. He further indicated that the County has not disposed of any hazardous materials at this time and he feared what might happen with the material later on. Also, the County's Landfill is not surrounded by sampling wells. Since there were other Landfills available, Mr. Hargrave felt the Board would rather see the waste material taken to Chesterfield Co. or Charles City where these sites are located rather than expose the County.

Mr. Krauszer stated the Company would agree to discuss this alternative in the future; however, the present hauling contract expires tomorrow and he didn't see how they could dispose of the waste any cheaper than the County Landfill.

Mr. Arnaud commented that the Company has acted properly in providing the facts about the content of the waste material and were using overkill to comply. He felt the Company was a County taxpayer and they deserved a little consideration. Mr. Arnaud also stated that the Company has spent \$30,000 making equipment changes to accommodate the disposal and hauling the waste material 30 to 40 miles would be difficult.

Mr. Weber stated that the Board had asked for additional information which had been provided; however, they did not have any information on what happens to the material after several years. Therefore, he felt the County should be cautious.

Mr. Hargrave stated there was competition in the firms that offered the disposal services and he felt Rochester Button Company could dispose of their waste material for \$3,000 a year or less.

Mr. Arnaud stated the Company would be willing to pay \$3,000 a year but he had talked with other people in the business and he could not obtain a firm quotation of the cost of using other sites. He, therefore, still felt the County Landfill would be cheaper.

Mr. Clay indicated that he felt the County was morally obligated to do something for the Company at this time. He stated the County had a good industry now and he felt they should be given a contract until they could seek other means.

Mr. Weber stated that he felt the Board had been given short notice on the request and he did not want to take a chance. He asked why the Company did not investigate other sites before coming to the County.

Mr. Krauszer indicated that the Company did not see a need to. Mr. Arnaud reiterated adding that they thought arrange-

ments with the County were moving along in a normal, progressive manner. He then asked that the County grant a 30 to 60 day contract to allow the Company to dispose at the Landfill until another site can be found.

Mr. Robertson indicated that he did not see any real need to shorten the contract and he felt the County should take care of its own. He would, therefore, be in favor of voting on a contract subject to agreement on a fee.

Mr. Bennett stated that he shared the concerns voiced by the other members and he feared as a result, Dinwiddie County would be a site considered for other industrial wastes. He indicated he would agree to a contract for a year or shorter period while the Company looked for another alternative. Mr. Bennett felt the fee should be designed to return the expense to the County.

Mr. Hargrave asked why the County wanted to take a risk when there were other sites available. He further stated that if disposal was approved, he would like to see a separate trench dug and if something turned up later and the disposal site had to be monitored, it would cost much more than \$5,000 or \$100/week. Mr. Hargrave asked if the Company were allowed to dispose in a separate ditch for 30-60 days, would they relocate these deposits when another site was located.

Mr. Krauszer replied that he felt that would be unreasonable.

Mr. Arnaud stated the Company would look for another site but they were asking for a little help from the County now.

Mr. Hargrave commented that he appreciated the proper manner of the Company and that they were trying to locate a site to properly dispose of the waste.

Mr. Robertson moved that the contract be approved for one year with the following terms:

1. Testing every 4 weeks
2. \$5200 fee payable in advance.

There was no second. Mr. Bennett questioned the fee because he felt it should cover costs plus a percentage and the cost is unknown at this time. The County Administrator stated that he and the Director of Sanitation had figured the costs involved and arrived at the \$100 per week figure. Mr. Robertson then withdrew his motion.

Mr. Weber moved that action on the contract be tabled until the next meeting, pending contact by the Rochester Button Company with Shoosmith concerning disposal of the waste material. There was no second.

Mr. Hargrave offered a substitute motion that the County make provisions to receive the waste material for 60 days pending the Company finding another disposal site at which time the Company will relocate the waste material already deposited in the County landfill to the new location. There was no second. Mr. Hargrave voted "aye", Mr. Weber, Mr. Robertson, Mr. Clay voted "nay". Mr. Bennett abstained. The motion was defeated.

The following votes were cast on Mr. Weber's original motion: Mr. Weber voted "aye", Mr. Clay, Mr. Bennett, Mr. Robertson voted "nay", Mr. Hargrave abstained. The motion was defeated.

Upon motion of Mr. Bennett, seconded by Mr. Hargrave, Mr. Bennett, Mr. Hargrave, Mr. Robertson, Mr. Clay voting "aye", Mr. Weber voting "nay", the Chairman was authorized to sign the following contract:

THIS AGREEMENT, made in duplicate this 18th day of November, 1981, by and between the County of Dinwiddie, Virginia, acting by and through its Board of Supervisors, hereinafter referred to as County; and Rochester Button Company, its successors

or assigns, hereinafter referred to as Company;

WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

1. The County agrees to allow the Company the right to dispose of non-hazardous wastes resulting from the manufacture of buttons at its plant in McKenney, Virginia, in the County Landfill. In addition to its ordinary meaning, "hazardous wastes" shall include any substance so labelled by the Virginia State Board of Health in their rules and regulations.

2. The location within the landfill, manner of disposal and schedule of disposal shall be at the discretion of the County's Director of Sanitation.

3. The Company agrees to cause randomly selected samples of said substance to be submitted to an independent laboratory for analysis and provide the results of such analysis to the County and State Health Departments the first (1st) week and every four (4) weeks thereafter. The County reserves the right to make this provision less restrictive if circumstances warrant.

4. For services provided the Company by the County, the Company agrees to pay the County a fee of \$700.00 to be paid in advance. No portion of said fee shall be refunded if this Agreement is terminated through no fault of the County.

5. The term of this Agreement is sixty (60) days, beginning on the 19th day of November, 1981 and ending on the 17th day of January, 1982.

6. If either party violates any of the terms of this Agreement, the Agreement may be terminated immediately.

7. Company agrees to keep, save and hold County harmless from any and all actions, liabilities, damages, judgments, costs and expense that may be brought or in any wise accrue against County in consequence of this Agreement or for any act, negligence or omission of Company, its agents, subcontractors, employees or workmen, in the performance of this Agreement. Specifically, but not in way of limitation, if at any time it is determined that any substance disposed of by Company is hazardous, Company agrees to remove from County's landfill and hold County harmless for any liability associated therewith.

8. This writing constitutes the entire agreement between the parties and any changes of any kind whatsoever to the terms of this Agreement shall be in writing approved by the County and Company. This Agreement is to be interpreted and enforced according to the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals:

DINWIDDIE COUNTY BOARD OF SUPERVISORS
By: Aubrey S. Clay, Chairman

ATTEST: William C. Knott
County Administrator

ROCHESTER BUTTON COMPANY
By:

ATTEST:

Mr. Hargrave suggested that a separate trench be dug for storage of this material for the 60 day period. The County Administrator stated that he would like to work with the Director

of Sanitation and Mr. Weber and Mr. Hargrave to determine the best location. Mr. Hargrave suggested that the State Health Inspector should be consulted.

IN RE: NAMOZINE VFD--APPROVAL OF AMBER WARNING LIGHTS

Mr. Ben Hawkins of the Namozine VFD appeared before the Board to present a request for funding of two amber warning lights for the entrance to the Namozine VFD. He stated one light would be located at the new intersection with Rt. 600 and one would be located in front of the bank on Rt. 226. He advised the Board that the plans had been approved by the Va. Dept. of Highways and Transportation and they would furnish the signs. Total cost would be \$2,099 plus the monthly charge for two meters which the Department requests the County to assume. The lights would be radio operated from the firehouse when leaving for a fire call.

Mr. Robertson moved that the County appropriate \$2,099 for the purchase and installation of two amber warning lights for the Namozine VFD and that the County assume the monthly electric bill for the two accompanying meters. Mr. Weber seconded the motion. Mr. Bennett stated that he felt this request should be considered at budget time. Mr. Clay agreed, stating that the Board had just bought a \$90,000 fire truck. Mr. Hawkins indicated there could be as many as five fire vehicles at the entrance off Rt. 226 and there was a potential for a major accident.

Mr. Hargrave asked if the lights could be manually operated at the meter and the radio purchase be postponed until budget time. Mr. Hawkins stated that would defeat the purpose because the light would not be located right beside the entrance. Mr. Hawkins further indicated that if the firehouse was ever moved, the lights could still be used. He stated he needed an answer before the price quotation ran out.

Mr. Robertson, Mr. Weber, Mr. Hargrave, Mr. Bennett, Mr. Clay voted "aye".

IN RE: PUBLIC HEARING--P-81-2--FIRST COLONIAL FINANCIAL CORPORATION

This being the time and place as advertised in the Progress-Index on Wednesday, November 4, 1981 and Wednesday, November 11, 1981 for the Board of Supervisors to conduct a public hearing to consider for adoption an ordinance to amend the County Code of Dinwiddie by changing the District Classification of a portion of Sec. 44B2, Parcel (a)1, from Agricultural, General A-2 to Agricultural Rural Residential, A-R.

Mr. Scheid reviewed the Planning Commission action wherein they recommended approval of this rezoning request. Mr. James R. Mann, representing First Colonial, was present in support of the request. No one appeared in opposition.

Mr. Bennett asked if everytime the building rights were used up on a parcel of property, would there be a request for A-R zoning. Mr. Scheid stated that the request was compatible with the Comprehensive Land Use Plan for that area.

Mr. Bennett stated he was bothered because the request would strip the road frontage leaving all the property in the back with no provision for streets. He added that the traffic along the road was very fast moving for this type of residential development. Mr. Bennett indicated that he felt the request was to increase the value of a piece of property bought for speculation, and he disagreed with it.

Mr. Weber stated that the Planning Commission considered A-R zoning to be appropriate for this area.

Mr. Bennett stated there would be no way to stop this type of development all the way down Rt. 611. Mr. Hargrave felt the request would be irresponsibly using the road frontage.

Mr. Mann stated that the property behind the area requested had been sold and the same type of zoning was on the other side of the road. He also asked if the request was complying with the ordinance.

Mr. Scheid stated it did; however, the Board was addressing strip-
ping the road frontage.

Mr. Weber moved that rezoning request P-81-2 be approved. Mr. Robertson seconded the motion. Mr. Weber, Mr. Robertson voted "aye", Mr. Hargrave, Mr. Bennett, Mr. Clay voted "nay". The request was denied.

IN RE: PUBLIC HEARING--CONDITIONAL USE PERMIT--DAVID MOORE

This being the time and place as advertised in the Progress-Index on Wednesday, November 4, 1981 and Wednesday, November 11, 1981 for the Board of Supervisors to consider for adoption a Conditional Use permit to allow a security mobile home on land parcel 21-146 which is located at the Southwest corner of the intersection of Rt. 460 and I-85. The existing building is operated as a mechanical shop.

Mr. David Moore appeared in support of his request. No one appeared in opposition. Mr. W.C. Scheid reviewed the Planning Commission minutes of November 11, 1981, wherein they recommended approval with the following conditions:

1. The mobile home shall be removed upon termination of the business.
2. The mobile home shall be located such that it will not detract from other commercial uses in area.
3. The conditional use permit should be reviewed one (1) year from the date of issuance to determine if the security mobile home is accomplishing the purpose for which it was intended.

Mr. Weber stated he had visited the site and talked with Mr. Moore, and he was in favor of allowing the mobile home for security purposes for one year.

Upon motion of Mr. Robertson, seconded by Mr. Bennett, Mr. Robertson, Mr. Bennett, Mr. Weber, Mr. Hargrave, Mr. Clay voting "aye", the request for a conditional use permit for Mr. David Moore was approved.

IN RE: PUBLIC HEARING--CABLETELEVISION AMENDMENTS--A-81-7

This being the time and place as advertised in the Progress-Index on Wednesday, November 4, 1981, and Wednesday, November 11, 1981 for the Board of Supervisors to conduct a public hearing to consider for adoption an ordinance to amend Chapter 15A of the Code of the County of Dinwiddie, Virginia, by changing certain sections dealing with Community Antenna Television Systems.

No one appeared in support or opposition.

Upon motion of Mr. Weber, seconded by Mr. Robertson, Mr. Weber, Mr. Robertson, Mr. Bennett, Mr. Clay voting "aye", Mr. Hargrave abstained,

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia, that the Dinwiddie County Code, as adopted April 1, 1970, and as heretofore amended be further amended by the following changes to Chapter 15A and in all other respects Chapter 15A is hereby re-ordained:

The following language is added to the end of the referenced section:

Section 15A-4. Franchise Terms

. . . or in its sole discretion the County may purchase the assets of the grantee's cable television system at its then fair market value.

Section 15A-5. Franchise Fee

(e) In the event the franchise is terminated prior to its expiration date, and the County invokes its right to purchase the Grantee's cable television system, the Grantee shall file with the County, within thirty days of the date that ownership and control passes to the County or its assignee, a financial statement clearly showing the gross subscriber revenues received by Grantee since the end of the previous fiscal quarter. The Grantee shall pay the franchise fee due at the time such statement is filed.

The following section is to read as follows:

Section 15A-12. Termination for Cause

(a) If, at any time during the term of this franchise, the Board determines that a Grantee has materially breached the terms and conditions imposed by this chapter and the franchise after the County has exhausted all of the remedial steps provided for herein, the County may either terminate the franchise or purchase the assets of the Grantee's cable television system at a cost not to exceed depreciated value.

(b) In the event the County exercises its option to purchase the assets of the Grantee's cable television system at their depreciated value, it shall give the Grantee written notice of its intent to do so. The Grantee shall, within seven days of receipt of such notice, enter into bona fide negotiations with the County for the purpose of consummating the transaction at the earliest possible time.

(c) In the event the County elects to purchase the Grantee's cable television system and the fair market value or its depreciated value cannot be agreed upon, the final price shall be determined by the Circuit Court of the County of Dinwiddie.

The following sections are added to the existing chapter:

Section 15A-12A. Transfer of Ownership to County.

(a) Upon payment of the purchase price, the Grantee shall immediately transfer to the County possession and title to all facilities and property, real and personal, related to its cable television system free from any and all liens and encumbrances not agreed to be assumed by the County in lieu of some portion of the purchase price. The Grantee shall make it a condition of each contract entered into by it with reference to its operations under this chapter and franchise, that the contract shall be subject to the exercise of this option by the County and that the County shall have the right to succeed to all privileges and obligations thereof upon the exercise of such option.

(b) The County shall have the right and power to assign its purchase rights to a successor Grantee selected by the County in a manner not inconsistent with the provisions of this chapter.

Section 15A-12B. Grantee's Obligation as Trustee.

Until such time as the Grantee transfers to the County or to a new Grantee possession and title to all assets, real and personal, related to its cable television system, the Grantee shall, as trustee for its successor in interest, continue to operate the cable television system under the terms and conditions of this chapter and the franchise and to provide the regular subscriber service and any and all of the services that may be provided at that time. During such interim period, the Grantee shall not sell any of the system assets nor shall the Grantee make any physical, material, administrative or operational change that would tend to (1) degrade the quality of service to the subscribers, (2) decrease income, or (3) materially increase expenses without the express permission, in writing, of the County or its assignee. The County shall be permitted to seek legal and equitable relief to enforce the provisions of this section.

Section 15A-12C. Management Fee.

For its management services during this interim period, the Grantee shall be entitled to receive as compensation, the net profit, as defined herein, generated during the period between the date the Grantee received written notice from the County of its intent to purchase the Grantee's cable television system or the expiration date of the franchise, whichever is earlier, and the payment of the purchase price. Such management services shall not be continued without Grantee's consent for more than twelve months. However, if the Board determines that the Grantee is responsible for any delay in transfer of ownership and control, the Grantee shall continue to operate the cable television, as provided for in section 15A-12B, without compensation for its services until the sales agreement is executed and ownership and control passes to the County or its assignee. In addition, the County shall also have the further right to (1) forthwith terminate Grantee's franchise and have the system removed or (2) to purchase the assets of the Grantee's cable television system at its depreciated value.

The second sentence in subsection (a) of the referenced section shall read as follows:

Section 15A-13. Initial Franchise Area.

(a) The Initial Franchise Area (IFA) shall include not less than twenty percent (20%) of the total occupied dwelling units within the County boundaries

The following language is added at the end of subsection (b) of the referenced section:

Section 15A-13. Initial Franchise Area.

(b) This shall in no way restrict the right of the County to act on its own motion.

The following language is added at the end of the first sentence of subsection (c) of the referenced section:

Section 15A-13. Initial Franchise Area.

(c) as conclusively determined by the County.

Subsection (b) of the referenced section is to read as follows:

Section 15A-15. System Description.

(b) The Grantee's cable television system shall operate with at least thirty-five channel capacity.

The following language is added at the end of subsection (c) of the referenced section:

Section 15A-15. System Description.

(c) The County shall have the option of requiring active nonvoice return communication when it becomes feasible and is in the community's interest.

The existing second sentence of subsection (e) of the referenced section is deleted and the following language added:

Section 15A-15. System Description.

(e) This channel shall be installed and made available without charge from the time of commencement of cable television service in the County.

The following subsection is added to the referenced section:

Section 15A-15. System Description.

(i) Grantee shall provide, without charge within the Initial Franchise Area, one service outlet to each fire station, public and private school, police station, public library and such buildings as used for municipal purposes as may be designated by the County; provided, however, that, if it is necessary to extend Grantee's trunk or feeder lines more than three hundred feet solely to provide service to any such school or public building, the County shall have the option, either of paying Grantee's direct costs for such extension, in excess of three hundred feet, or of releasing Grantee from the obligation to provide service to such building. Furthermore, Grantee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred fifty feet of drop cable.

The following language is added to the end of subsection (d) of the referenced section:

Section 15A-18. Tests and Performance Monitoring.

(d) If no such FCC reports are required the County may require tests and reports comparable to those now required by the FCC.

The following subsections are added to the referenced section:

Section 15A-26. Rights reserved to the County.

(c) The right to adopt additional regulations at the end of the fifth and tenth years of the franchise to require that the system be upgraded to what is then considered a "State of the art", system.

(d) To require that programming information be published and made available to subscribers in a timely fashion.

IN RE: AUTHORIZATION TO SOLICIT PROPOSALS FOR CABLE TELEVISION

Upon motion of Mr. Weber, seconded by Mr. Robertson, Mr. Weber, Mr. Robertson, Mr. Bennett, Mr. Hargrave, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the County Attorney and the County Administrator be authorized to prepare the necessary paperwork to solicit proposals for cable television.

IN RE: POSTPONEMENT OF APPOINTMENTS

The appointments to be made at this meeting were postponed.

IN RE: ROCKINGHAM COUNTY ANNEXATION SUIT

The County Attorney advised the Board that he still had not received the information he had requested from the Attorney handling the Rockingham County annexation brief and he, therefore, had no recommendation. He added that the brief had to be filed by December 1, 1981.

Since a brief was not available for consideration, the Board decided to take no action.

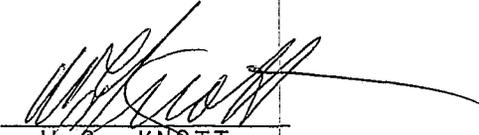
IN RE: EXECUTIVE SESSION

Upon motion of Mr. Hargrave, seconded by Mr. Weber, Mr. Hargrave, Mr. Weber, Mr. Bennett, Mr. Robertson, Mr. Clay voting "aye", pursuant to Sec. 2.1-344(6) of the Virginia Freedom of Information Act, the Board moved into Executive Session at 11:57 P.M. to discuss legal matters. The meeting reconvened into Open Session at 12:04 A.M.

IN RE: ADJOURNMENT

Upon motion of Mr. Hargrave, seconded by Mr. Weber, Mr. Hargrave, Mr. Weber, Mr. Bennett, Mr. Robertson, Mr. Clay voting "aye", the meeting adjourned at 12:04 A.M.

ATTEST:


W.C. KNOTT


A.S. CLAY, CHAIRMAN

