

VIRGINIA: AT THE SPECIAL JOINT MEETING OF THE DINWIDDIE COUNTY BOARD OF SUPERVISORS, THE SCHOOL BOARD AND THE DINWIDDIE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY HELD IN THE MULTI-PURPOSE ROOM OF THE PAMPLIN ADMINISTRATION BUILDING IN DINWIDDIE COUNTY, VIRGINIA, ON THE 25<sup>th</sup> DAY OF JULY 2006 AT 6:00 P.M.

BOARD OF SUPERVISORS

PRESENT:	DORETHA E. MOODY – CHAIR	ELECTION DISTRICT #4
	MICHAEL W. STONE - VICE CHAIR	ELECTION DISTRICT #5
	ROBERT L. BOWMAN IV	ELECTION DISTRICT #3
	DONALD L. HARAWAY	ELECTION DISTRICT #2
	HARRISON A. MOODY	ELECTION DISTRICT #1

SCHOOL BOARD

PRESENT:	CHARLES J. FRIEDL – CHAIR	DISTRICT #5
	WILLIAM R. HANEY – VICE CHAIR	DISTRICT #2
	JAMES C. MAITLAND	DISTRICT #1
	JAMES E. HARRISON, SR.	DISTRICT #3
	LEGERT HAMILTON	DISTRICT #4
	DR. MARANZANO, SCHOOL SUPERINTENDENT	

INDUSTRIAL DEVELOPMENT AUTHORITY

PRESENT: CHARLES R. JOHNSON – CHAIR  
 WAYNE C. BARNES  
 ROBERT A. WALLACE  
 PAUL W. WALK, JR.  
 VICKIE HELLER  
 SAMUEL JOHNSON, III – ATTORNEY

ADMINISTRATION

PRESENT: MICHAEL DREWRY, COUNTY ATTORNEY  
 ANNE HOWERTON, FINANCE DIRECTOR

ADMINISTRATION

ABSENT: KEVIN MASSENGILL, COUNTY ADMINISTRATOR

Ms. Moody called the Board of Supervisors meeting to order at 6:00 p.m. The chairs of the respective Boards called their meetings to order right after.

**1. ROLL CALL:**

**BOARD OF SUPERVISORS**

PRESENT: Mr. Bowman  
Mr. Haraway  
Mr. Moody  
Mr. Stone  
Ms. Moody

Mr. Stone asked that all stand for a moment of silence for the passing of Mr. Aubrey Clay, former Supervisor of the Board.

Anne Howerton, Finance Director, stated that there was a need to make an amendment to the agenda to add a closed session period between A and B of the Action Items.

Upon motion of Mr. Moody, seconded by Mr. Stone,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the agenda is amended to include a closed session under §2.2-3711 (A) (1) Personnel: Sanitation Department Personnel.

Ayes: Mr. Haraway, Mr. Bowman, Mr. Moody, Mr. Stone, Ms. Moody  
Nays: None

**1. ISSUANCE OF LEASE REVENUE BOND TO FINANCE COMPLETION OF DINWIDDIE COUNTY SCHOOL PROJECT**

Ms. Howerton, Finance Director, thanked everyone for their attendance and stated that before the Board was the issuance of a Lease Revenue Bond to finance the completion of the Dinwiddie County School Project.

There was discussion regarding the bond documents and financing flexibility.

Upon motion of Mr. Stone, seconded by Mr. Bowman,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the resolution approving the issuance of the Lease Revenue Bond to finance the completion of the Dinwiddie County School Project is approved as presented on July 25, 2006.

Ayes: Mr. Haraway, Mr. Moody, Mr. Bowman, Mr. Stone, Ms. Moody

Nays: None

**RESOLUTION OF BOARD OF SUPERVISORS OF DINWIDDIE COUNTY, VIRGINIA,  
APPROVING THE ISSUANCE BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF  
DINWIDDIE COUNTY, VIRGINIA, OF ITS LEASE REVENUE BOND TO FINANCE THE  
COMPLETION OF DINWIDDIE COUNTY SCHOOL PROJECT**

**WHEREAS**, at the request of Dinwiddie County, Virginia (the "County"), and in order to further the purposes of the Industrial Development and Revenue Bond Act, Title 15.2, Chapter 49, Code of Virginia of 1950, as amended (the "Act"), the Industrial Development Authority of Dinwiddie County, Virginia (the "Authority"), pursuant to the terms of an Indenture of Trust dated as of October 1, 1999 (the "Original Indenture"), between the Authority and Crestar Bank, as trustee (with Crestar Bank and its successor SunTrust Bank being the "Trustee"), issued its \$5,500,000 Lease Revenue Notes, Series 1999A (the "1999A Notes"), and its \$605,000 Lease Revenue Bonds, Series 1999B (the "1999B Bonds" and together with the 1999A Notes, the "1999 Obligations"), the proceeds of which were used for the benefit of the Dinwiddie County School Board (the "School Board") and the County, to construct and equip certain of the County's schools and related facilities (the "Project"); and

**WHEREAS**, contemporaneously with the issuance of the 1999 Obligations, the Authority and the School Board entered into a Ground Lease dated as of October 1, 1999 (the "Original Ground Lease"), pursuant to which the Authority obtained a leasehold interest in the Project, and the Authority and the County entered into a Financing Lease dated as of October 1, 1999 (the "Original Financing Lease"), pursuant to which the Authority leased the Project to the County; and

**WHEREAS**, under the terms of the Original Financing Lease, the County agreed to pay, subject to appropriation by the County Board of Supervisors (the "Board"), rent for the lease of the Project in an amount sufficient to cover, among other things, all debt service due on the 1999 Obligations; and

**WHEREAS**, also in connection with the issuance of the 1999 Obligations, the Authority (1) assigned to the Trustee its rights under the Original Financing Lease and the Original Ground Lease pursuant to the terms of an Assignment of Rents and Leases, dated as of October 1, 1999, and (2) granted and conveyed to the County the option to purchase its interest in the Project pursuant to the terms of an Option Agreement dated as of October 1, 1999; and

**WHEREAS**, the 1999A Notes were paid in full pursuant to their terms in 2001, and the 1999B Bonds were refunded by the 2004 Bonds, as defined below; and

**WHEREAS**, at the request of the County and in order to further the purposes of the Act, the Authority, pursuant to a Supplemental Indenture of Trust dated as of October 1, 2004, between the Authority and the Trustee, issued its \$15,000,000 Lease Revenue Notes, Series 2004A (the "2004 Notes"), and its \$41,040,000 Lease Revenue and Refunding Bonds, Series 2004B (the

“2004 Bonds” and together with the 2004 Notes, the “2004 Obligations”); and

**WHEREAS**, the proceeds of the 2004 Notes were intended to be used to (a) finance a portion of the costs of a new elementary school for the County (the “New Elementary School”) and a portion of the costs of a new high school for the County (the “New High School” and together with the New Elementary School, the “New Schools”) and (b) pay certain costs of issuance of the 2004 Notes and the proceeds of the 2004 Bonds were intended to be used to finance (u) the remaining costs of the New Schools, (v) the conversion of the existing county middle school into a multi-use facility (the “Middle School Conversion”), (w) the conversion of the existing county high school into a middle school (the “High School Conversion” and together with the Middle School Conversion, the “School Conversions”), (x) the costs to advance refund all of the 1999B Bonds, (y) the costs of a debt service reserve fund and (z) certain costs of issuance with respect to the 2004 Bonds; and

**WHEREAS**, in connection with the issuance of the 2004 Obligations, the Authority entered into an Amended Ground Lease dated as of October 1, 2004 (the “Amended Ground Lease”), pursuant to which the Authority continued to lease the Project and obtained a leasehold interest in certain additional real property of the School Board, which additional real property included the existing Rohoic Elementary School, the existing Southside Elementary School, the existing Dinwiddie Elementary School, the existing Sunnyside Elementary School, and the to-be-acquired and constructed New Elementary School and New High School (the additional real property leased for the first time in 2004 being the “School Property”); and

**WHEREAS**, contemporaneously with the execution of the Amended Ground Lease, the Authority entered into an Amended Financing Lease with the County dated as of October 1, 2004 (the “Amended Financing Lease”), pursuant to which the Authority leased to the County its interest in the School Property and continued to lease to the County its interest in the Project; and

**WHEREAS**, under the terms of the Amended Financing Lease, the County agreed to pay, subject to appropriation by the Board, rent for the lease of the School Property in an amount sufficient to cover, among other things, all debt service due on the 2004 Obligations; and

**WHEREAS**, also in connection with the issuance of the 2004 Obligations, the Authority (1) assigned to the Trustee certain of its rights under the Amended Financing Lease and the Amended Ground Lease pursuant to the terms of an Amended Assignment of Rents and Leases, dated as of October 1, 2004, and (2) granted and conveyed to the County the option to purchase its interest in the School Property pursuant to the terms of an Amended Option Agreement dated as of October 1, 2004; and

**WHEREAS**, subsequent to the issuance of the 2004 Obligations, sites for the construction of the New Schools were purchased; and

**WHEREAS**, the combined cost of constructing the New Schools will be greater than the

amount of proceeds from the 2004 Obligations available for such purpose and consequently has determined to abandon its plans to undertake the School Conversions and to request the Authority to issue its lease revenue bonds to provide funds to complete the New Schools; and

**WHEREAS**, there has been presented to the Board a plan for the financing of the costs of completion of the New Schools, which plan involves the issuance by the Authority of its Lease Revenue Bond (Dinwiddie County School Completion Project), Series 2006, in a principal amount not to exceed \$6,000,000 (the "2006 Bond") and the sale thereof to Davenport & Company LLC ("Davenport"), with Davenport intending to resell the 2006 Bond to RBC Centura (the "Bank") immediately after the purchase thereof; and

**WHEREAS**, there have been presented to this meeting drafts of the following documents (the "Documents"), to be executed in connection with the issuance of the 2006 Bond:

- (a) Bond Purchase Agreement dated as of August 1, 2006, between the Authority, the County and Davenport;
- (b) Second Supplemental Indenture of Trust dated as of August 1, 2006, between the Authority and the Trustee, including as Exhibit A the form of the 2006 Bond, acknowledged and consented to by the County;
- (c) Second Amended Financing Lease dated as of August 1, 2006, between the Authority and the County, acknowledged and consented to by the School Board;
- (d) Second Amended Ground Lease dated as of August 1, 2006, between the School Board and the Authority, acknowledged and consented to by the County;
- (e) Second Amended Assignment of Rents and Leases dated as of August 1, 2006, between the Authority and the Trustee, acknowledged and consented to by the County and the School Board; and
- (f) Second Amended Option Agreement dated as of August 1, 2006, between the Authority, the County and the School Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DINWIDDIE COUNTY, VIRGINIA:**

1. The following plan for financing the completion of the New Schools is hereby approved. The Authority will issue the 2006 Bond and use the proceeds thereof to finance the completion of the New Schools and pay the related costs of issuance. The School Board will continue to lease the School Property to the Authority pursuant to the terms of the Original Ground Lease, as previously amended, and as further modified and supplemented by the Second Amended Ground Lease, and the Authority will continue to lease the School Property to the County for the benefit of the School Board pursuant to the terms of the Original Financing Lease, as previously

amended, and as further modified and supplemented by the Second Amended Financing Lease. Pursuant to the Original Financing Lease, as previously amended, and as modified and supplemented by the Second Amended Financing Lease, the County will agree, subject to appropriation by the Board, to make payments of Basic Rent and Additional Rent (as defined in the Second Amended Financing Lease) for the School Property to the Authority in amounts sufficient to amortize the 2004 Obligations and the 2006 Bond, to pay the fees or expenses of the Authority and the Trustee and to pay certain other related costs. The obligation of the Authority to pay principal of and premium, if any, and interest on the 2006 Bond will be limited to amounts received under the Original Indenture, as previously amended, and as supplemented and amended by the Second Supplemental Indenture. The 2006 Bond will be secured in part by an assignment to the Trustee of the Basic Rent and certain Additional Rent due under the Second Amended Financing Lease, all for the benefit of the holder of the 2006 Bond. The plan of issuing the 2006 Bond shall contain such additional requirements and provisions as requested by Davenport and approved by the County Administrator.

2. The Board, while recognizing that it is not empowered to make any binding commitment to make appropriations beyond the current fiscal year, hereby states its intent to make appropriations in future fiscal years in amounts sufficient to make all payments due under the Original Financing Lease as modified and supplemented by the Second Amended Financing Lease, and hereby recommends that future County Board of Supervisors do likewise during the term of the Second Amended Financing Lease. The School Property is hereby declared to be essential to the efficient operation of the County's educational system and the County Board of Supervisors anticipates that the School Property will continue to be essential to the operation of the County's educational system during the term of the Second Amended Financing Lease.

3. The County Administrator is hereby authorized and directed to execute and deliver the Documents to which the County is a signatory, which shall be in substantially the forms submitted to this meeting, which are hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the County Administrator, his execution to constitute conclusive evidence of his approval of any such completions, omissions, insertions and changes.

In making completions to the Second Amended Financing Lease, the County Administrator, in collaboration with the Authority shall provide for payments of Basic Rent in amounts sufficient to cover the payments on the 2004 Obligations and the 2006 Bond, which shall be sold to Davenport on terms as shall be satisfactory to the County Administrator; provided, however, that the 2006 Bond shall (a) be issued in a principal amount not to exceed \$6,000,000; (b) mature in installments ending not later than December 31, 2011; (c) bear interest at a rate equal to 4.12% per year; (d) be subject to optional redemption at a premium equal to 1.0% of the principal amount thereof; and (e) be sold to Davenport at a price not less than 99.74% of the principal amount thereof.

The County Administrator is also authorized to approve in collaboration with the Authority (x) a lesser principal amount for the 2006 Bond, (y) an amortization schedule for the 2006 Bond, and

(z) redemption provisions of the 2006 Bond, all as the County Administrator shall determine to be in the best interest of the County. The execution and delivery of the Bond Purchase Agreement shall be deemed to constitute conclusive evidence that the County Administrator has approved the final terms of the 2006 Bond, and no further action with respect to the issuance and sale of the 2006 Bond shall be necessary on the part of the Board.

4. The County covenants that it shall not take or omit to take any action the taking or omission of which shall cause the 2006 Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations thereunder, or otherwise cause interest on the 2006 Bond to be includable in the gross income for Federal income tax purposes of the registered owner thereof under current law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the County at any time to rebate to the United States of America any part of the earnings derived from the investment of the gross proceeds of the 2006 Bond. The County shall pay from its legally available general funds any amount required to be rebated to the United States of America pursuant to the Code.

5. The County requests that the Authority designate the 2006 Bond as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Code for calendar year 2006. The County agrees to comply with the provisions of Section 265(b)(3) of the Code so as not to issue or approve of any debt that may adversely affect such designation.

6. All costs and expenses in connection with the issuance of the 2006 Bond, including the Authority's fees and expenses and the fees and expenses of bond counsel, counsel for the Authority and counsel for the School Board shall be paid from the proceeds of the 2006 Bond or other legally available funds of the County. If for any reason the 2006 Bond is not issued, it is understood that all such expenses shall be paid by the County from its legally available funds and that neither the School Board nor the Authority shall have any responsibility therefor.

7. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.

8. All other acts of the County Administrator and other officers of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the 2006 Bond are hereby approved and ratified.

9. All prior resolutions or actions inconsistent with this Resolution are hereby repealed. This Resolution shall take effect immediately.

Adopted July 25, 2006.

Members present: Mr. Moody, Mr. Haraway, Mr. Bowman, Mr. Stone, Ms. Moody

Members absent: None

Ayes: 5

Nays: 0

\_\_\_\_\_  
Clerk, Board of Supervisors,  
Dinwiddie County, Virginia

The School Board and Industrial Development Authority made motions and voted to approve their respective resolutions regarding the Lease Revenue Bonds.

The IDA adjourned at this time.

**2.A. ACTION ITEM: BOND REQUISITIONS – SCHOOL BOARD**

The Board received the following memo from Dr. Charles Maranzano, Jr., School Superintendent,

This requisition is the required school division’s contribution to the Virginia Aquatic Resources Restoration Trust Fund for a VWP Permit. This payment must be received before construction on or around the wetlands can begin.

The School Board unanimously approved Requisition No. ES-17 at this meeting before it was voted upon by the Board of Supervisors.

Upon motion of Mr. Stone, seconded by Mr. Haraway,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$14,515.20 from the Lease Revenue and Refunding Bonds, Series 2004B is approved.

Ayes: Mr. Moody, Mr. Bowman, Mr. Haraway, Mr. Stone, Ms. Moody

Nays: None

No. ES-17

**REQUISITION FROM THE PROJECT FUND**

[Indicate whether from Note Account or Bond Account of Project Fund by marking a line through incorrect account]

Note/Bond Account

Industrial Development Authority of Dinwiddie County, Virginia  
 \$15,000,000 Lease Revenue Notes, Series 2004A and  
 \$41,040,000 Lease Revenue and Refunding Bonds, Series 2004B

TO: SunTrust Bank

FROM: The Industrial Development Authority of Dinwiddie County, Virginia,  
 Project Fund

DATE: July 25, 2006

The undersigned Authorized County Representative requests that you make the following disbursements from the reference Project Fund:

AMOUNT	TO	PURPOSE
\$ 14,515.20	Virginia Aquatic Resources Restoration Trust Fund	Contribution VWP General Permit
<b>\$ 14.515.20</b>		<b>TOTAL OF THIS REQUISITION</b>

An invoice or other evidence of indebtedness for each item listed above is attached hereto.

\_\_\_\_\_  
 Authorized County Representative

The School Board adjourned at this time.

**CLOSED SESSION:**

Upon motion of Mr. Stone, seconded by Mr. Haraway,

The Board of Supervisors of Dinwiddie County, Virginia convened in a closed meeting under §2.2-3711 (A) (1) Personnel: Sanitation Department Personnel

Ayes: Mr. Bowman, Mr. Moody, Mr. Haraway, Mr. Stone, Ms. Moody

Nays: None

Upon motion of Mr. Stone, seconded by Mr. Bowman, the Board reconvened into open session.

Ayes: Mr. Moody, Mr. Haraway, Mr. Bowman, Mr. Stone, Ms. Moody

Nays: None

## **CERTIFICATION**

WHEREAS, this Board convened in a closed meeting under:

§2.2-3711 (A) (1) Personnel: Sanitation Department Personnel

AND WHEREAS, no member has made a statement that there was a departure from the lawful purpose of such closed meeting or the matters identified in the motion were discussed,

NOW BE IT CERTIFIED, that only those matters as were identified in the motion were heard, discussed or considered in the meeting.

Upon motion of Mr. Stone, seconded by Mr. Bowman, this Certification Resolution was adopted.

Ayes: Mr. Haraway, Mr. Moody, Mr. Bowman, Mr. Stone, Ms. Moody

Nays: None

## **2.B. ACTION ITEM: SOLID WASTE COLLECTION SERVICES CONTRACT**

Mr. Drewry, County Attorney, stated that since the July 18<sup>th</sup> Board meeting he had conversation with Virginia Waste Services and they had agreed to put a cap on the CPI escalation cause at 4%. They also agreed to the new employee retention paragraph that was inserted. That paragraph was taken from the language Mr. Haraway had suggested. Mr. Drewry noted that Virginia Waste Services was not comfortable with including severance compensation. Severance compensation is not currently offered to their employees.

Discussion ensued regarding the terms of the contract.

As there were Sanitation Department employees present who would be affected by this contract, the Board opened the floor for them to speak.

1. Virginia Brooks – 4514 Olgers Road – Sutherland – spoke as a wife of one of the employees. She spoke in opposition to the contract. She said that not all of the contractors who are coming to the landfill are being weighed and charged for their loads. She said the truck that was purchased a year or so ago was not running. She said that repairs and oil changes to the trucks were not being accomplished as they should. She voiced complaints about gas being purchased, put in gas cans and then put in personal vehicles. She expressed that she did not feel the employees were being considered as they should. She said that employees were at the landfill by themselves on the weekend, one person alone on big equipment, which was very dangerous. On the weekend no one was available to watch the scales.

2. Theresa Crowder – 16330 Namozine Road – wife of John Crowder, Landfill employee - asked if anyone had looked into closing the dumpsters at the dam. She said it was being using by nonresidents. She said that when they met with representatives of Virginia Waste Services it was stated that the employees would be kept in Dinwiddie County. However, if it is a year contract they are concerned that after that time they may be moved to another locality. She was concerned about the salary and number of hours to be worked. She asked if the employees chose not to go with the new company, would they receive unemployment.

3. Frances Trent – wife of Wayne Trent, Landfill employee – said that she understood that there was no communication from management at the Landfill regarding retirement, etc.

4. Ronald Kirkland – 6750 Edwin Drive – said he was a part-time employee. He asked if he would be offered something else in the County as a part-time employee; or would he no longer be employed by the County.

There was discussion regarding the part-time drivers.

Mr. Bowman stated that management should meet with the employees regarding retirement, etc. He stated that counseling should be given to them regarding employment.

Mr. Haraway stated that he felt Human Resources should meet with the people concerned.

Ms. Howerton stated that details had not been worked out because the contract had not been signed as yet. She stated that it was not the intention of staff to leave any employee out in the cold with this contract. She said there had already been one meeting among staff, Solid Waste Service representatives, and the employees. She said there would have been another meeting to go over the employee information more clearly after the signing of the contract.

Upon motion of Mr. Moody, seconded by Mr. Haraway,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia to request an extension of the existing contract with Waste Management until August 31, 2006 and defer a decision on the contract until the employee issues are addressed.

Ayes: Mr. Bowman, Mr. Moody, Mr. Haraway, Mr. Stone, Ms. Moody

Nays: None

Mr. Stone asked staff if a special emergency meeting needed to be scheduled regarding the contract before August 1<sup>st</sup> that they include a closed session to go over the employee handbook at that time.

**CONTRACT**  
**SOLID WASTE COLLECTION SERVICES**

This Contract is made this 25th day of July, 2006, by and between **Virginia Waste Services, Inc.**, of Chester, Virginia (party of the first part, and hereinafter known as "Contractor"), and the County of Dinwiddie, Virginia (party of the second part, and hereinafter known as "County").

**WHEREAS**, pursuant to the Virginia Public Procurement Act, County solicited proposals for Solid Waste Collection Services; and

**WHEREAS**, Contractor submitted a proposal to provide solid waste collection and disposal for the County's waste stream, consistent with the specifications in the Request for Proposal; and

**WHEREAS**, Contractor was selected as having made the best proposal; and

**WHEREAS**, County has selected Contractor to provide said services;

**NOW THEREFORE**, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** County's Request For Proposal (RFP-06-060906-01, dated May 19, 2006), including all related appendices and addenda; and Contractor's bid proposal in its entirety dated June 9, 2006, including all related appendices and addenda are made a part hereof as if the same were fully set forth. If any discrepancies arise between County's Request for Proposal, Contract and Contractor's proposal, Contractor agrees to abide by County's Request for Proposal and Contract.
2. **Time of Performance and Term of Contract.** Contractor agrees to begin services no later than August 1, 2006. The initial term of this Contract is August 1, 2006 to July 31, 2007, with an option to renew annually by the County for five additional annual terms.
3. **Costs.** Contractor agrees to perform all work pursuant to this Contract according to the following rates:  
*Front load commercial containers:* \$3.00 per cubic yard of containers serviced;  
*Front load government and school containers:* \$473,336.00 annually; *Roll off convenience center containers:* \$50.00 rent per month per container, \$33.50 per ton of waste collected and \$105.00 per container haul; *Transfer of waste from main transfer station:* \$21.00 per ton of waste collected and \$110.00 per trailer haul.

Contractor agrees to replace front load containers as needed, at the request of County. County and Contractor may agree in writing or in practice as to changes in equipment or frequency of service and such changes will not alter the other portions of this contract. County agrees that Contractor may increase rates, with a cap at four percent (4%), for any additional annual terms, proportionally to adjust for an increase in the Consumer Price

Index for the preceding twelve (12) months, based on Table 1 of the Consumer Price Index for All Urban Customers (CPI-U), line item "All Items". County agrees that Contractor may charge a 5% fuel surcharge when the CPI-U index for expenditure category "Transportation", sub-category "Motor Fuel" increases more than 15% of the baseline index. The baseline index will be the index for the month prior to the beginning of the contract, and shall be re-calculated annually. The fuel surcharge will be invoiced as follows: *All front load containers: 5% of 50% of the amount billed for the month; Roll off containers: 5% of the amount billed for hauling; Transfer of waste from the main transfer center: 5% of the amount billed for hauling.* If during the term of the agreement additional fees or taxes are enacted by any governmental agency whereby there is assessed a fee or a tax based on waste entering the Landfill, this additional cost will be passed on to the County. Contractor shall bill County at the beginning of the month for the waste disposed of during the previous month. Payment shall be made to Contractor at its Chester, Virginia office within thirty (30) days after receipt of invoice.

4. **New Employee Retention.** As of the starting contract date, Virginia Waste Services will hire all County employees listed on Schedule A, hereinafter referred to as "New Employees", subject to drug screening and DMV record review by VWS. All New Employees hired by VWS will be paid no less than such employees' salaries and wages currently paid by the County. VWS will institute no layoffs or reductions in force for a period of twelve (12) months from August 1, 2006 which will affect New Employees. VWS shall provide New Employees with employee benefits that are equivalent to the employee benefits generally provided to the company's other employees.

5. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:

W. Kevin Massengill  
Interim County Administrator  
P. O. Drawer 70  
Dinwiddie, Virginia 23841  
(804) 469-4500

Notice to Contractor shall be made to:

Virginia Waste Services, Inc.  
Attn: Michael Cole  
11800 Lewis Road  
Chester, Virginia 23831  
(804) 748-3311

6. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposal documents.

7. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Venue for any action arising out of the performance of this Contract shall be with a state or federal court with jurisdiction in Dinwiddie County, Virginia. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day first written above.

**Dinwiddie County, Virginia**

**Virginia Waste Services, Inc.**

By: \_\_\_\_\_  
W. Kevin Massengill  
County Administrator

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: -----  
\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
Michael H. Drewry  
County Attorney

**CLOSED SESSION:**

It was requested of the Landfill employees who were present to be available to come into the closed session period for any questions the Board may have.

At 8:00 p.m. upon motion of Mr. Moody, seconded by Mr. Haraway,

The Board of Supervisors of Dinwiddie County, Virginia convened in a closed meeting under:

- §2.2-3711 (A) (1) Personnel: Sanitation Department Personnel; and
- §2.2-3711 (A) (7) Legal Matters

Ayes: Mr. Bowman, Mr. Moody, Mr. Haraway, Mr. Stone, Ms. Moody

Nays: None

At 8:28 p.m. upon motion of Mr. Haraway, seconded by Mr. Moody, the Board reconvened into open session.

Ayes: Mr. Bowman, Mr. Haraway, Mr. Moody, Mr. Stone, Ms. Moody

Nays: None

**CERTIFICATION**

WHEREAS, this Board convened in a closed meeting under:

§2.2-3711 (A) (1) Personnel: Sanitation Department Personnel; and §2.2-3711 (A) (7) Legal Matters,

AND WHEREAS, no member has made a statement that there was a departure from the lawful purpose of such closed meeting or the matters identified in the motion were discussed,

NOW BE IT CERTIFIED, that only those matters as were identified in the motion were heard, discussed or considered in the meeting.

Upon motion of Mr. Moody, seconded by Mr. Haraway, this Certification Resolution was adopted.

Ayes: Mr. Bowman, Mr. Moody, Mr. Haraway, Mr. Stone, Ms. Moody

Nays: None

**3. ADJOURNMENT**

Upon motion of Moody to adjourn, seconded by Mr. Stone,

The meeting was adjourned at 8:30 p.m.

\_\_\_\_\_  
Doretha E. Moody, Chair

ATTEST: \_\_\_\_\_

W. Kevin Massengill  
County Administrator  
Clerk to the Board

/wjn