



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

TIDEWATER REGIONAL OFFICE

5636 Southern Boulevard, Virginia Beach, Virginia 23462

(757) 518-2000 Fax (757) 518-2103

www.deq.virginia.gov

L. Preston Bryant, Jr.
Secretary of Natural Resources

David K. Paylor
Director

Francis L. Daniel
Regional Director

October 4, 2007

Mr. Mike Waugh
Etheridge Greens Golf Course
1001 Centerville Turnpike
Chesapeake, VA. 23322

**RE: Closure Certification for Etheridge Greens Golf Course - CCB # 007
City of Chesapeake, Virginia**

Dear Mr. Waugh:

This letter is to advise you that the requirements for closure in accordance with 9VAC20-85-100 *et seq.* have been met. The following required documentation has been submitted to the Department:

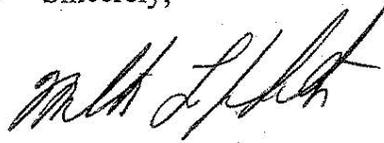
1. Construction and Closure certification was received August 16, 2007
2. Copy of Court Records of the Plat Recording filed with the City of Chesapeake was received October 3, 2007.
3. Final inspection was conducted by the Department on August 24, 2007

The Department would like to remind you that in accordance with 9VAC20-85-120.B "the use of the property after closure shall not disturb the integrity of the final cover, unless the purpose of the disturbance is to construct buildings, paved roadways, paved parking surfaces, paved walkways and sidewalks, or other similar facilities."

It is the Departments final determination that the site is officially closed.

If you have any questions regarding this matter, please contact me at 757-518-2151.

Sincerely,

A handwritten signature in cursive script, appearing to read "Milton L. Johnston".

Milton L. Johnston
Waste Program Manager

cc: John W. Blake, Blake Engineering Services of Tidewater
Keith Primm, TRO, DEQ
Jeff Deibler, TRO, DEQ
File 001087



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1001 Centerville Turnpike
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City of Chesapeake, Virginia**

Dear Mr. Waugh:

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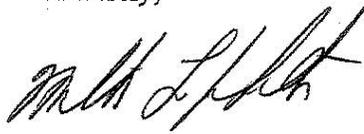
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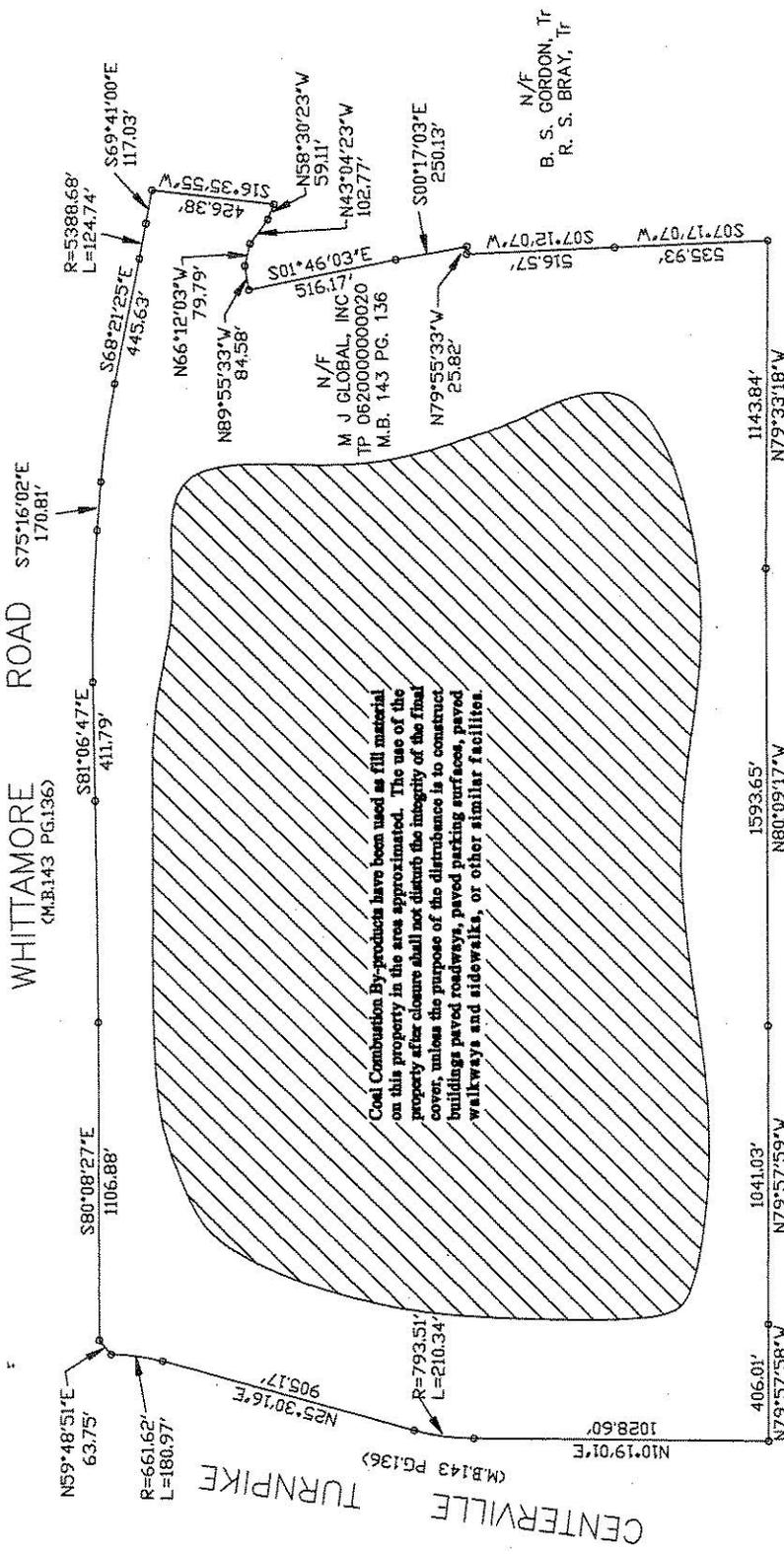
If you have any questions regarding this matter, please contact me at 757-518-2151.

Sincerely,

A handwritten signature in black ink, appearing to read "Milton L. Johnston". The signature is fluid and cursive, with the first name "Milton" being the most prominent.

Milton L. Johnston
Waste Program Manager

cc: John W. Blake, Blake Engineering Services of Tidewater
Keith Primm, TRO, DEQ
Jeff Deibler, TRO, DEQ
File 001087



Coal Combustion By-products have been used as fill material on this property in the area approximated. The use of the property after closure shall not detract the integrity of the final cover, unless the purpose of the disturbance is to construct buildings paved roadways, paved parking surfaces, paved walkways and sidewalks, or other similar facilities.

N/F
B. S. GORDON, Tr
R. S. BRAY, Tr

N/F
M J GLOBAL, INC
TP 0620000000020
M.B. 143 PG. 136

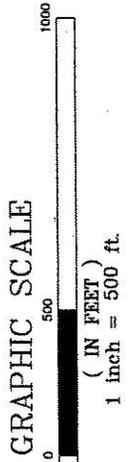
N/F
SUBDIVISION OF GREENHAVEN
MB 56 PG 75

The sole purpose of this exhibit is to show that portions of this property have Coal Combustion By-Products used as fill on the site. A field survey was not performed and assessments and dedications or other restrictions have not been shown. Property line information was taken from plat recorded in map book 70, pages 87 & 87A and map book 143 page 136.

Blake
Engineering
Services of
Water PLLC

224 DOWNING DRIVE
CHESAPEAKE, VIRGINIA 23322
Phone: (757) 237-1657

**COAL COMBUSTION
BYPRODUCT RESTRICTION**
for
M J GLOBAL, INC
BUTTS ROAD BOURDOUGH CHESAPEAKE, VIRGINIA



ETHERIDGE GREENS
CCB#007
10/2/2007

Chimney Green



OFFICIAL RECEIPT
CHESAPEAKE CIRCUIT COURT
MISCELLANEOUS

DATE: 10/02/07 TIME: 12:14:06 ACCOUNT: 55006807:002823 RECEIPTS: 07000045189
CASHIER: HCA RES: KP92 TYPE: FULL PAYMENT
ACCT OF: DOMINION GOLF RECD: DOMINION GOLF
CHECK: \$20.00 1144

DESCRIPTION 1: COAL COMBUSTION BYPRODUCT RESTRICTION FOR M J GLOBAL IN
2: BR. HP 150 PS 14e

CODE DESCRIPTION	PAID	CODE DESCRIPTION	PAID
301 DEEDS	13.50	106 TECHNOLOGY TRST FND	5.00
145 VSLF	1.50		

TENDERED : 20.00
AMOUNT PAID: 20.00
CHANGE AMT : .00

CLERK OF COURT: FAYE W. MITCHELL

Arredondo,Andrea

From: John Blake [engrjohnii@hotmail.com]
Sent: Monday, September 17, 2007 11:13 AM
To: Arredondo,Andrea
Cc: Johnston,Milton
Subject: Etheridge Green Golf Course CCB # 007 Plat

Please be advise that the property restriction for the plat recordation is in progress. Attached is a preliminary copy of the plat. If you see something that you would like added or delete please advise. It is anticipated that the document will be finalized and recorded in the next 30 days or so.

More photos; more messages; more whatever – Get MORE with Windows Live™ Hotmail®. NOW with 5GB storage. [Get more!](#)



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L. Preston Bryant, Jr.
Secretary of Natural Resources

David K. Paylor
Director

Francis L. Daniel
Regional Director

August 30, 2007

Mr. Mike Waugh
Etheridge Greens Golf Course
1001 Centerville Turnpike
Chesapeake, VA. 23322

RE: Etheridge Greens - Chesapeake, Virginia
CCB # 007

Dear Mr. Waugh:

This is to advise you of the required wording for your survey plat recordation. The following statement should be added to the plat and recorded with the City of Chesapeake:

Coal Combustion By-products have been used as fill material on this property in the areas indicated. The use of the property after closure shall not disturb the integrity of the final cover, unless the purpose of the disturbance is to construct buildings, paved roadways, paved parking surfaces, paved walkways and sidewalks, or other similar facilities.

If you have any questions regarding this matter, please contact me at 757-518-2021.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea Arredondo".

Andrea Arredondo
Solid Waste Permit Writer
Tidewater Regional Office

cc: John W. Blake, Blake Engineering Services of Tidewater
Keith Primm, TRO, DEQ
File

BEST

Blake Engineering Services of Tidewater, PLLC.

August 13, 2007

Mr. Milt Johnston
Waste Compliance Manager
Department of Environmental Quality
5636 Southern Boulevard
Virginia Beach, Virginia 23462



RE: Etheridge Greens

Dear Mr. Johnston:

Please be advised that in February and May inspections was conducted for closure plan of the above referenced project. Test holes were dug at randomly selected points of the site to ensure conformance with the Virginia Administrative Code Title 9 Agency 20 Chapter 85-120. Each of the coring revealed at least 18" of earthen material capable of sustaining growth as appropriate.

Now that the project has been completed and as directed by the 9VAC20-85-120, I, John Wesley Blake, II, a Virginia registered professional engineering (#15734) certify that construction has been completed in accordance with and meeting the requirements of

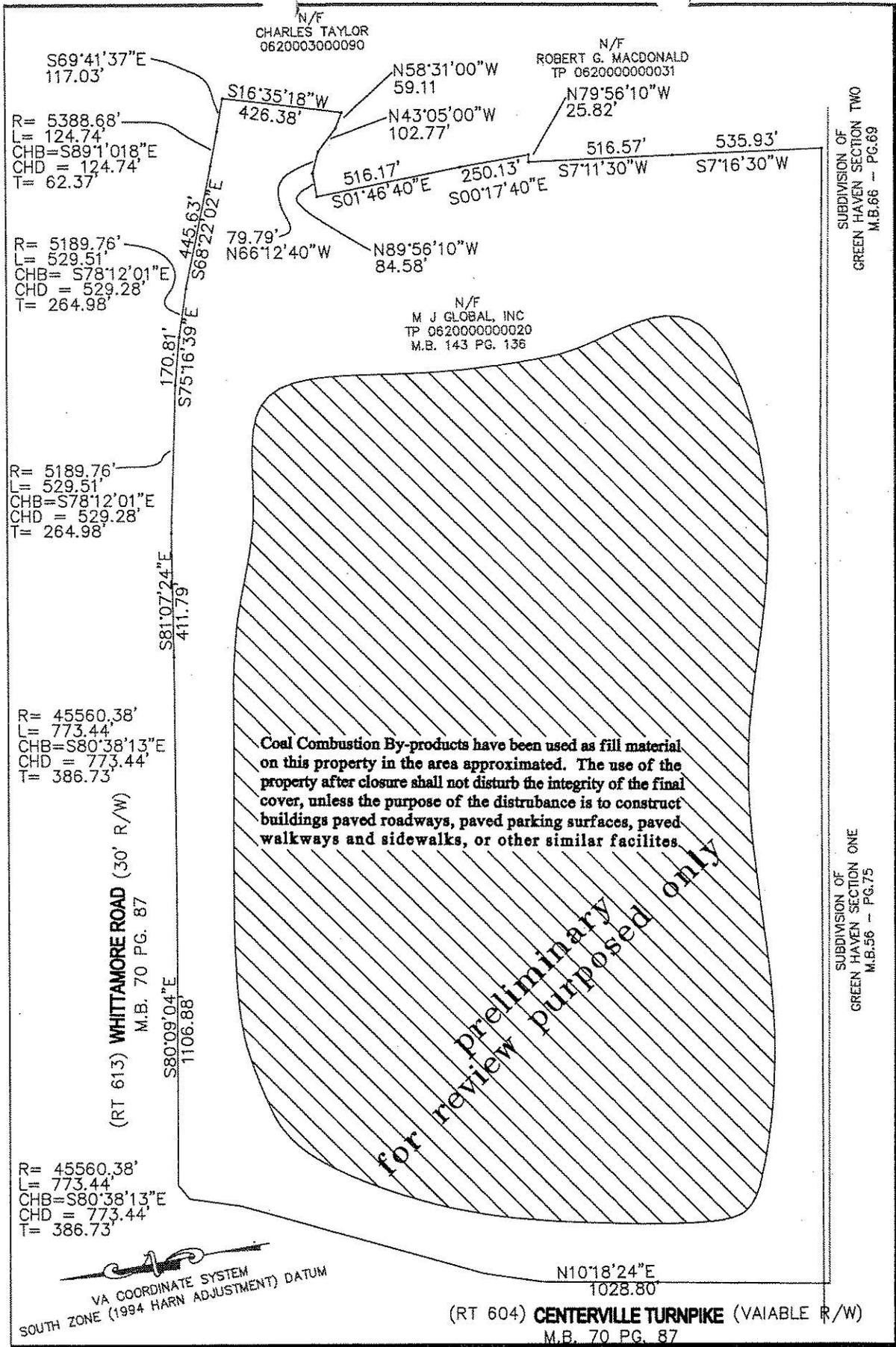
- (i) the design plans, specifications, and the design report of 9VAC20-85-80,
- (ii) 9VAC20-85-90 (operational requirements) and
- (iii) 9VAC20-85-100 through 9VAC20-85-140 (closure requirements).

Please contact me if you have any questions or should wish to discuss the matter further at (757) 237-1657.

Sincerely,

John W. Blake, II, P.E.

224 Downing Drive
Chesapeake, Virginia 23322



S69°41'37"E
117.03'
R= 5388.68'
L= 124.74'
CHB=S89°1'018"E
CHD = 124.74'
T= 62.37'

R= 5189.76'
L= 529.51'
CHB=S78°12'01"E
CHD = 529.28'
T= 264.98'

R= 5189.76'
L= 529.51'
CHB=S78°12'01"E
CHD = 529.28'
T= 264.98'

R= 45560.38'
L= 773.44'
CHB=S80°38'13"E
CHD = 773.44'
T= 386.73'

R= 45560.38'
L= 773.44'
CHB=S80°38'13"E
CHD = 773.44'
T= 386.73'

N/F
CHARLES TAYLOR
0620003000090

N/F
ROBERT G. MACDONALD
TP 0620000000031

N/F
M J GLOBAL, INC
TP 0620000000020
M.B. 143 PG. 136

Coal Combustion By-products have been used as fill material on this property in the area approximated. The use of the property after closure shall not disturb the integrity of the final cover, unless the purpose of the disturbance is to construct buildings paved roadways, paved parking surfaces, paved walkways and sidewalks, or other similar facilities.

preliminary
for review purposes only

VA COORDINATE SYSTEM
SOUTH ZONE (1994 HARN ADJUSTMENT) DATUM

N10°18'24"E
1028.80'
(RT 604) CENTERVILLE TURNPIKE (VAIABLE R/W)
M.B. 70 PG. 87

SUBDIVISION OF
GREEN HAVEN SECTION TWO
M.B.66 - PG.69

SUBDIVISION OF
GREEN HAVEN SECTION ONE
M.B.56 - PG.75

Dlake
Engineering
Services
Jidewater PLLC

224 DOWNING DRIVE
CHESAPEAKE, VIRGINIA 23322
Phone: (757) 237-1657

**COAL COMBUSTION
BYPRODUCT RESTRICTION**
for
M J GLOBAL, INC
WASHINGTON BOUROUGH CHESAPEAKE, VIRGINIA



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

TIDEWATER REGIONAL OFFICE

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Preston Bryant
Secretary of Natural Resources

David K. Paylor
Director

Francis L. Daniel
Regional Director

April 2, 2007

Mr. Mike Waugh
PGA Golf Professional
MJ Global
911 Nugent Drive
Chesapeake, Virginia 23322

Re: Change of Ownership and Final Cover Modification
Etheridge Greens Golf Course Project
Chesapeake, Virginia
CCB # 007

Dear Mr. Waugh:

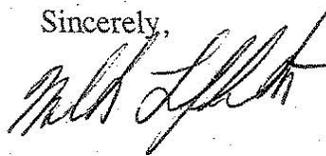
The purpose of this letter is to acknowledge receipt of your letter dated January 31, 2007 and the attached information notifying the DEQ of a change of ownership of the Etheridge Greens Golf Course project, located in Chesapeake, Virginia, which is using coal combustion by-products (or CCB's) generated at the Dominion Virginia Power Chesapeake Energy Center in Chesapeake, Virginia as fill and contouring material.

As you advised, MJ Global purchased the property from Combustion Products Management as of January 31, 2007. As you discussed with Mr. Don Brunson of the DEQ during his site visit of March 3, 2007, ash placement is approximately 90% complete and construction of the golf course is well under way. Relative to your request to modify the thickness of cover from 24 inches to 18 inches, the closure criteria of 9 VAC 20-85-120 specifies a minimum of 12 inches of earthen material and 6 inches of earthen material capable of growing indigenous plant species or plant species adapted to the area. This required a change to page 6 - section 7.B of the original submittal document which you have provided. This change is consistent with the Regulation Governing Management of Coal Combustion By-Products, 9 VAC 20-85 and is hereby approved. You should keep a copy of this letter for your records to document this approval.

Mr. Mike Waugh
MJ Global
Page 2 of 2

Thank you for your cooperation in the operations at this facility. If you have any questions, please do not hesitate to contact Don Brunson at (804) 698-4239, or me at (757) 518-2151.

Sincerely,



Milton L. Johnston
Regional Waste Programs Manager

cc: Mr. Mark L Baker, P. E.
Director of Operations
Combustion Products Management, Inc.
P. O. Box 339
Ithaca, New York 14851

Mark Sawyers
President
MJ Global, LLC
824 Lesner Drive
Norfolk, Virginia 23518

Debra Trent, TRO, DEQ
Don Brunson, CO/TRO, DEQ



JEFF

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Street address: 629 East Main Street, Richmond, Virginia 23219

Mailing address: P.O. Box 10009, Richmond, Virginia 23240

Fax (804) 698-4500 TDD (804) 698-4021

www.deq.state.va.us

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

Robert G. Burnley
Director

(804) 698-4000
1-800-592-5482

March 15, 2002

Mr. Mark L Baker, P. E.
Director of Operations
Combustion Products Management, Inc.
P. O. Box 339
Ithaca, New York 14851

Re: Etheridge Greens Golf Course Project
Chesapeake, Virginia
CCB # 007



Dear Mr. Baker:

The purpose of this letter is to acknowledge receipt of your letter dated March 8, 2002, and the attached information notifying the Department of the Etheridge Greens Golf Course project, located in Chesapeake, Virginia, which uses coal combustion by-products (or Cab's) generated at the Dominion Virginia Power Chesapeake Energy Center in Chesapeake, Virginia as fill material.

An administrative review of this material has been completed. This letter and associated attachment should be retained by CPM to document the Department of Environmental Quality's concurrence that the information submitted complies with the administrative requirements of Part IV of the Virginia Regulation Governing Management of Coal Combustion By-Products, 9 VAC 20-85-150 and 160. This acknowledgement has been given the identification number CCB # 007. The terms and conditions of this acknowledgement are contained in 9 VAC 20-85-30 through 60 and 9 VAC 20-85-150 and 160.

Mr. Mark L Baker, P. E.
CPM, Inc.
Page 2 of 2

If you have any questions, please do not hesitate to contact Don Brunson at (804) 698-4239, or Paul Farrell at (804) 698-4214.

Sincerely,

Jessie A Romanchik

f Robert G. Burnley

Attachment

cc: Harold Winer, TRO, DEQ
Milton Johnston, TRO, DEQ
E. Paul Farrell, Jr., OPM, DEQ
Don Brunson, OPM, DEQ
John Godfrey, OPM, DEQ
Artie Kapell, OWP, DEQ

ATTACHMENT I
SITE DESCRIPTION

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF PERMITTING MANAGEMENT
COAL COMBUSTION BY-PRODUCTS (CCB) #007

Site Name: Ethridge Greens Golf Course

Facility Type: Contouring Fill of CCB

Latitude: 36°68'84"North

Site Location: Chesapeake, Virginia

Longitude: 76°17'57" West

Owner/Operator: Combustion Products Management "CPM" Virginia LLC

Mailing Address: Combustion Products Management, LLC
P. O. Box 339
Ithaca, N.Y. 14851

Location Description: The project is located on a 220-acre site at the corner of the Centerville Turnpike and Whittamore Road in Chesapeake, Virginia.

Background: Etheridge Greens Golf Course is a link-style golf course that is developed, owned, and operated by CPM. The championship length 18-hole golf course will also include a driving range, full-service clubhouse, and pro shop. CPM will utilize coal combustion by-products (or CCB's) amended with a cementitious binder as an engineered fill material on the course to enhance the topography of the site. The material shall be placed to achieve maximum compaction at optimum moisture. Full-time construction supervision combined with third-party quality control will provide assurance that the facility is constructed in an environmentally sound manner. All CCB's used for this project will be obtained from the Dominion Virginia Power Chesapeake Energy Center in Chesapeake, Virginia. CCB's from the daily operation of the energy center, as well as CCB's previously disposed of in the on-site landfill will be available for use. The cementitious binder and water will be added to the CCB's in a pugmill at the power plant prior to hauling to the golf course. No stockpiling of CCB will occur at the site as the amended material will upon arrival be immediately graded into place and rolled to achieve compaction. It is anticipated that the project will require approximately 1.5 million tons of amended CCB's over the life of the project. The entire project should be completed by the end of 2006.

Submission Highlights: The Department is in receipt of information that contains the following documents, all of which are contained in the report entitled "Submission Information, Regulations Governing Management of coal Combustion By-Products, 9 VAC 20-85, for Etheridge Greens Golf Course" prepared by Combustion Products Management, Inc., and dated March 7, 2002:

1. Demonstration of legal control of the site in the form of a certificate signed by Mr. Robert DiBerardinis, CPM's National Director of Golf Development, certifying that CCM Virginia, LLC has legal control of the subject project, and dated March 8, 2002. This is a required submission under 9 VAC 20-85-150.1. A Purchase Agreement dated January 14, 2001 is also included attached (see Tab 4).

2. A certificate signed by Mr. Dale Ware, Zoning Inspector for the City of Chesapeake, certifying that the project is consistent with all applicable local ordinances, as required by 9 VAC 20-85-150.2, (see Tab 7).
3. A general description of the intended use, reuse, or reclamation of CCB, as required by 9 VAC 20-85-150.3 and which includes the information required by 9 VAC 20-85-150.3 a. through d, (see Table of Contents Tab).
4. A certificate signed by Mr. Wymer W. Manning, III, P.E., of Hassell & Folks, P.C., and dated March 4, 2002, certifying that the project meets the location restrictions of 9 VAC 20-85-70. This is a required submission in accordance with 9 VAC 20-85-150.4, (see Tab 9 of the report).
5. A certificate signed by Mr. Wymer W. Manning, III, P.E., of Hassell & Folks, P.C., and dated March 4, 2002, certifying that the project has been designed in accordance with the standards 9 VAC 20-85-80. This is a required submission in accordance with 9 VAC 20-85-150.5, (see Tab 10 of the report).
6. An operation plan describing how the standards of 9 VAC 20-85-90 will be met. This is a required submission in accordance with 9 VAC 20-85-150.6, (see Item 6, In Table of Contents Tab of the report).
7. A closure plan describing how the standards of 9 VAC 20-85-100 through 140 will be met. This is a required submission in accordance with 9 VAC 20-85-150.7], (see Item 7, in Table of contents Tab of the report).
8. A signed statement (Statement of Access) that the owner or operator shall allow authorized representatives of the Commonwealth, upon presentation of appropriate credentials, to have access to areas in which the activities covered by 9 VAC 20-85-10, et.seq. will be, are being, or have been conducted to insure compliance. The statement is signed by Mr. Mark Baker, Director of Operations for CPM, LLC, and dated March 7, 2002. This is a required submission in accordance with 9 VAC 20-85-150.8], (see Tab 14 of the report).

To: Milton L. J hston@VABCH@DEQ
From: <Ronald_Birckhead@dom.com>
Cc:
Subject: Golf Course - Submittal Under CCB Regulation
Attachment: Golf course submittal.PDF
Date: 3/12/02 3:06 PM

Milt,

Attached are changes to the submittal to you on the golf course. The writeup and sections 4&5 were changed. The changes were made after the document was received by Dominion from CPM. HQ personnel received the package that included the changes; however, your copy came from CPM and did not include the changes.

(See attached file: Golf course submittal.PDF)

Ron Birckhead
Dominion Environmental
phone: (804) 273-2992
fax: (804) 273-3410
email: ronald_birckhead@dom.com

Table of Contents

JEFF
ADD TO
VA-POWER
1 GOLF COURSE &
SUBMISSION
my

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Attachments

1. Site Vicinity Map
2. Topographic Map
3. Soil Map
4. Property Control Documents
5. Fly Ash TCLP
6. Bottom Ash TCLP
7. Local Government Ordinance Certification and Council Minutes
8. Wetlands Letter
9. Locational Certification
10. Design Certification
11. VPDES Stormwater General Permit
12. Endangered Species Letter
13. Construction Quality Assurance Plan
14. Site Access Authorization
15. Erosion and Sedimentation Control Plans
16. Topographic Survey
17. Base Grade Plan
18. Closure Plan

1. Project Description

Etheridge Greens Golf Course is a proposed links-style golf course that is being planned, developed, owned, and will be operated by Combustion Products Management ("CPM") Virginia LLC in Chesapeake, Virginia. Situated on a 220-acre site at the corner of Centerville Turnpike and Whittamore Road, the championship length 18-hole course will also include a driving range, full-service clubhouse, and pro shop. The links style course will utilize mounds, fairway bunkers, greenside bunkers, rough, and two lakes to recreate the feel of an old Scottish golf course.

CPM will utilize coal combustion by-products ("CCB") amended with a cementitious binder as an engineered fill material on the course, achieving enhanced topographical interest for the players. Great care will be taken in placing the fill material to achieve maximum compaction at optimum moisture so that the proposed contours are created accurately and maintain their shape under course management and mowing. Full-time construction supervision combined with third-party quality control will provide the necessary assurance that the project is constructed in an environmentally sound manner.

Mr. Robert DiBerardinis, CPM's National Director of Golf Development, moved to Chesapeake in 2000 to oversee all phases of the project, from site selection through course operation. Mr. DiBerardinis is a registered PGA Golf Professional, with many years of golf course design and management experience. By living in Chesapeake, Mr. DiBerardinis gives his assurance that all phases of the project, from construction through operation, will meet the highest standards and have a positive impact on the community.

The CCB's will be from the daily operation and existing disposal area of Dominion's Chesapeake Energy Center in Chesapeake, Virginia. The cementitious binder and water will be added to the CCB's in a pugmill at the power plant prior to hauling to the golf course site. Once received at the golf course site, the amended material will be quickly graded into place and rolled to achieve compaction. It is anticipated that the Etheridge Greens Golf Course will utilize approximately 1.5 million tons of amended CCB's over the life of the project.

A "Site Vicinity Map" (Attachment No. 1), "Topo Map" (Attachment No. 2), "Soil Map" (Attachment No. 3), and "Property Control Documents" (Attachment No. 4) are included.

2. Description of CCB Utilized

All CCB's utilized in the construction of the Etheridge Greens Golf Course will come from Dominion's Chesapeake Energy Center. Fly ash from daily production silos, and fly ash commingled with small amounts of bottom ash will be excavated from the existing plant disposal area for use as pugmill feed at the plant. The cementitious binder will be stored in a silo at the plant for use in the pugmilling operation. The Etheridge Greens Golf Course will not manage any CCB's that contain any constituent at a level exceeding those shown in Table I of the regulations.

TCLP test results are included for both the fly ash (Attachment No. 5) and bottom ash (Attachment No. 6) from the Chesapeake Energy Center.

Need to address storage at the site if none of the 60'

Do you want to say how fly ash is collected and water?

*I would
set to be
March 25
consistent
with previous
to speed the
DEQ along*

3. Construction Schedule

Construction activities are anticipated to begin at the site in March, 2002, with first ash placement beginning late March/early April, 2002. It is hoped to have the driving range open for public use by mid-2004 to create public interest in the course. The first nine holes are scheduled to open in 2005, with the entire course completed by the end of 2006.

4. City of Chesapeake Approvals

CPM approached the City of Chesapeake about the construction of this project in early 2001. After site selection, a public meeting was held on March 27, 2001, to invite comment and participation from nearby citizens, and City of Chesapeake and local VDEQ officials. A second public meeting was held with the City of Chesapeake Planning Commission on April 11, 2001. On June 20, 2001, the Chesapeake City Council voted unanimously to approve the Etheridge Greens Golf Course project.

A signed "Local Government Ordinance Certification" and the minutes from the June 20, 2001 City Council meeting are included as Attachment No. 7.

5. Design and Construction Standards

A. Locational Restrictions

The following locational restrictions were used for determining the placement areas of CCB's on the site:

- 1) Not in areas subject to base floods.
- 2) With a vertical separation between the CCB and maximum seasonal water table or bedrock of minimum 2'-0". McCallum Testing Laboratories, Inc. performed a series of twelve (12) test borings on the site during March 14-16, 2001, to determine the water table location during the wettest season of the year. A "Base Grading Plan," Attachment No. 17, was developed based upon the results of these borings to maintain a minimum 2'-0" vertical separation.
- 3) Not closer than 100 feet of any perennial stream.
- 4) Not closer than 100 feet of any existing water well.
- 5) Not closer than 25 feet of any bedrock outcrop.
- 6) Not closer than 100 feet of any sinkhole.
- 7) Not within 25 feet of any property boundary.
- 8) Not within any wetlands, unless applicable federal, state and local permits are obtained. On November 1, 2001, the Corps of Engineers visited the site and determined that approximately 750 feet of channelized stream located on the southeastern portion of the site, and 330 feet of channelized stream located on the northeastern portion of the site qualify as waters of the United States. These areas are not being disturbed, and therefore no permitting is necessary. A letter from the Corps of Engineers dated November 5, 2001, is included as Attachment No. 8.
- 9) On the site of an active or inactive dump, unpermitted landfill, lagoon, or similar facility, even if such facility is closed.

from a professional engineer licensed to practice by the Commonwealth

A letter certifying that the Etheridge Greens Golf Course project meets these locational restrictions is included as Attachment No. 9, and a letter certifying that it meets the design standards of the regulations is included as Attachment 10.

B. Survey Benchmark

A survey benchmark was located by Hassell & Folkes, PC at the corner of Centerville Turnpike and Whittamore Road, and is noted on Attachment No. 16, "Topographic Survey."

C. Stormwater

Run-on consists of any stormwater from areas outside the CCB fill site, which if left uncontrolled would flow onto the fill site. It is essential that run-on waters be prevented from entering the CCB site by the use of ditches and/or berms. These ditches and/or berms shall be installed at any location where stormwater may flow onto a CCB placement area, and are designed to route the anticipated flow from a 25-year, 24-hours storm event away from the CCB site.

Run-off consists of stormwater that falls directly onto the active CCB fill area, and is routed over the fill to a stormwater control device(s). Run-off must be controlled properly to prevent the erosion of the CCB's or earthen fills, and to protect the quality of nearby surface waters. Run-off is controlled by the proper sloping of the fill areas and the use of sedimentation and erosion control devices such as silt fencing and rock check dams. All active CCB fill areas shall be graded to a minimum slope of 2% and a maximum slope of 5%, with finished side slopes no steeper than 33%. During placement operations, the CCB's shall be graded smoothly to provide for sheet flow of run-off water which shall be collected in sedimentation ponds for use in compaction or the control of fugitive dusting.

An integral part of an effective stormwater control program is the use of periodic inspections. All inspections shall be the responsibility of CPM's Site Manager. The proper placement, compaction, and grading of the CCB fills must be examined daily. All stormwater control devices shall be inspected at least once every fourteen-calendar days and within 48 hours of the end of a storm event that is 0.5 inches or greater. Ditches shall be inspected for signs of erosion, inadequate flow, and ponded water. Dikes shall be inspected for erosion, sloughing, breaching, and signs of overflow. Silt fencing should be inspected for breaks, tears, filling with sediment, and deterioration of the fabric. Ponds shall be inspected to ensure adequate storage capacity remains for future storm events. Any problems found during these inspections shall be corrected within seven days of the inspection.

A more complete program for stormwater control is included in the approved "VPDES General Permit for Storm Water Discharges from Construction Sites, Number VAR450741" dated February 13, 2002, for the site (Attachment No. 11).

D. Erosion and Sediment Control

The Etheridge Greens Golf Course has been designed in accordance with the Virginia Sedimentation and Erosion Control Regulations and the City of Chesapeake regulations. A

This should be in the operation plan.

This should be in the operation plan.

"Sedimentation and Erosion Control Plan" for the site has been approved by the City of Chesapeake, included as Attachment No. 15. All construction shall be done in accordance with this approved plan, and no earthwork operations shall commence prior to the installation of these measures.

E. Endangered Species

The Virginia Department of Conservation and Recreation's Division of Natural Heritage (DCR) researched its Biological and Conservation Data System (BCD), and found that the canebrake rattlesnake had been documented within 0.25 miles of the Etheridge Greens Golf Course site. A site visit was performed by the Virginia Department of Game and Inland Fisheries (VGDIF) in November, 2001, and they found no appropriate habitat for and do not anticipate significant adverse impact on the canebrake rattlesnake.

A copy of the VGDIF response dated December 3, 2001, is included as Attachment No. 12.

6. Operational Plan

A. Fugitive Dusting

Care must be taken to avoid creating fugitive dust at the site so that it does not constitute a nuisance or hazard. The following steps will be taken to reduce and/or eliminate fugitive dusting:

- 1) CCB's will be conditioned with water close to the optimum moisture level at the power plant site before being placed in the dumptruck for transport.
- 2) The transport dumptrucks have tarping which completely covers the truck bed.
- 3) As the transport dumptrucks arrive on the site and deposit the CCB's, a bulldozer quickly rough grades the material to avoid having piles on the active area.
- 4) The ash is compacted with a smooth-drum roller to achieve a tight surface.
- 5) A 4500 gallon water truck is available on site at all times to water all haul roads and add moisture (as needed) to the CCB's to achieve compaction.
- 6) Water for the water truck is available from site wells and lakes.
- 7) At the end of each working day the CCB's are compacted with a smooth-drum roller to have a tight surface which inhibits the creation of fugitive dusting.
- 8) The CCB working surface can be no more than 4 acres.
- 9) As the CCB's reach final grade, they will be soil covered within 7 days.
- 10) Soil covering will be seeded as soon as possible to create a vegetation layer.
- 11) Soil cover material will be excavated from on-site materials.
- 12) Site haul roads will be covered with an aggregate to reduce dusting.

B. Tracking of Mud

The CCB's will be transported from the plant to the Etheridge Greens Golf Course site by dumptruck. All trucks will limit their loads to prevent spillage of the sides of the beds. Truck tailgates will be sufficiently tight to prevent loss of material during travel. At the site, the tracking of mud onto public roads shall be controlled by the uses of a gravel

*Since the
IEQ is
concerned
about fug. dust
dust, should
an address
mitigation
such as the
working surface
is a water
You talked
about on
the phone
call.*

construction entrance as detailed in the attached Erosion and Sedimentation Plans. The site water truck will be used as necessary to wash the road and construction entrance.

C. Nuisance Noise

CPM realizes that the Etheridge Greens Golf Course project is situated within a rural/residential area. To reduce the amount of nuisance noise present to the site neighbors, the perimeter berms will be constructed first, covered and vegetated to reduce the transmission of noise from the construction area to the surrounding homes. Construction will be limited to normal working hours to avoid disturbing neighboring homes as much as possible.

Can this be better defined? m-f 7:30 to dusk?

D. Placement Standards

CCB's shall be placed in accordance with the following standards:

- 1) All fill placed in 12" loose lifts and compacted as soon after placement as possible.
- 2) Fill shall be compacted to at least 95% maximum dry density as determined by the Standard Proctor (ASTM D698).
- 3) Field compaction tests shall be taken for each 5,000 cubic yards placed.

Refer to the "Construction Quality Assurance Plan" for the Etheridge Greens Golf Course, included as Attachment No. 13, for a more thorough plan of construction assurance.

7. Closure Plan

A. Introduction

Didn't make such a statement for O13 plan. Should be consistent.

~~The following closure plan has been prepared in accordance with 9 VAC 20-85-100 through 140. The closure of the CCB fill of the Etheridge Greens Golf Course shall comply with the provisions of this Closure Plan. The CPM Site Manager shall be responsible for all operational aspects of the facility in accordance with the provisions of this plan, and a copy of this plan shall be kept on site at all times. Refer to Attachment No. 18, "Closure Plan", for a detailed view of the final cover grades.~~

B. Cover Placement

Prior to placement of CCB fill at the site, soils shall be excavated and stockpiled to provide adequate cover material. Additional cover material, if required, is available on the site and may be excavated from other areas within the site. Upon completion of CCB placement and compaction, a 12" earthen infiltration layer will be placed directly above the CCB fill, followed by a 12" earthen erosion control layer capable of sustaining the growth of indigenous plants and grasses. After the erosion control layer is in place, the entire fill area will be seeded in accordance with the approved Erosion and Sediment Control Plan.

Protection will be provided to maintain the integrity of the final covered areas, including controlling motorized access to the site. The CPM Site Manager shall inspect the final cover monthly for signs of erosion or deterioration, and shall make repairs promptly.

C. Survey Plat

A survey plat of the Etheridge Greens Golf Course shall be prepared by a professional land surveyor registered in the Commonwealth of Virginia. The plat shall contain a note prominently displayed which restricts the owner's or operator's future obligation to restrict disturbance of the site. The note shall be worded as follows:

NOTE: This property has been constructed by the use of coal combustion by-products as a structural fill product. Virginia Regulation 9 VAC 20-85-120 contains a restriction on the disturbance of the final cover placed on the property unless the disturbance is for the purpose of constructing buildings, paved roadways, paved parking surfaces, paved walkways and sidewalks, or other similar structures.

This survey plat shall be submitted to the local land recording authority within 90 days after the placement of the final cover is complete.

D. Statement of Completion

Upon completion of placement of the final cover, a registered Professional Engineer licensed to practice in the Commonwealth of Virginia shall inspect the Etheridge Greens Golf Course for compliance with the operational and closure requirements of 9 VAC 20-85-90 through 140. Any noted deficiencies shall be corrected immediately. Said engineer shall then make a signed statement to the Virginia Department of Environmental Quality within 90 days of placement of the final cover that construction has been completed and cover placed in accordance with design plans.

8. **Site Access Authorization**

Combustion Products Management ("CPM") Virginia LLC, as owner and operator of the proposed Etheridge Greens Golf Course facility in Chesapeake, Virginia, allows authorized representatives of the Commonwealth of Virginia, upon presentation of appropriate credentials, access to areas in which the activities covered by Virginia Regulation 9 VAC 20-85 will be, are being, or have been conducted to ensure compliance.

This authorization letter is included as Attachment No. 14.

**Submission Information
Regulations Governing Management
Of
Coal Combustion By-Products
9 VAC 20-85**

For:

**Etheridge Greens Golf Course
Chesapeake, Virginia**

Prepared by:

**Combustion Products Management, Inc.
Chesapeake, Virginia**

March 7, 2002



TABLE OF CONTENTS

**Submission Information
Regulations Governing Management
Of
Coal Combustion By-Products
9 VAC 20-85**

For:

**Etheridge Greens Golf Course
Chesapeake, Virginia**

Prepared by:

**Combustion Products Management, Inc.
Chesapeake, Virginia**

March 7, 2002

1. Project Description

Etheridge Greens Golf Course is a proposed links-style golf course that is being planned, developed, owned, and will be operated by Combustion Products Management ("CPM") Virginia LLC in Chesapeake, Virginia. Situated on a 220-acre site at the corner of Centerville Turnpike and Whittamore Road, the championship length 18-hole course will also include a driving range, full-service clubhouse, and pro shop. The links style course will utilize mounds, fairway bunkers, greenside bunkers, rough, and two lakes to recreate the feel of an old Scottish golf course.

CPM will utilize coal combustion by-products ("CCB") amended with a cementitious binder as an engineered fill material on the course, achieving enhanced topographical interest for the players. Great care will be taken in placing the fill material to achieve maximum compaction at optimum moisture so that the proposed contours are created accurately and maintain their shape under course management and mowing. Full-time construction supervision combined with third-party quality control will provide the necessary assurance that the project is constructed in an environmentally sound manner.

Mr. Robert DiBerardinis, CPM's National Director of Golf Development, moved to Chesapeake in 2000 to oversee all phases of the project, from site selection through course operation. Mr. DiBerardinis is a registered PGA Golf Professional, with many years of golf course design and management experience. By living in Chesapeake, Mr. DiBerardinis gives his assurance that all phases of the project, from construction through operation, will meet the highest standards and have a positive impact on the community.

The CCB's will be from the daily operation and existing disposal area of Dominion's Chesapeake Energy Center in Chesapeake, Virginia. The cementitious binder and water will be added to the CCB's in a pugmill at the power plant prior to hauling to the golf course site. Once received at the golf course site, the amended material will be quickly graded into place and rolled to achieve compaction. No stockpiling of CCB at the project site is expected. It is anticipated that the Etheridge Greens Golf Course will utilize approximately 1.5 million tons of amended CCB's over the life of the project.

A "Site Vicinity Map" (Attachment No. 1), "Topo Map" (Attachment No. 2), "Soil Map" (Attachment No. 3), and "Property Control Documents" (Attachment No. 4) are included.

2. Description of CCB Utilized

All CCB's utilized in the construction of the Etheridge Greens Golf Course will come from Dominion's Chesapeake Energy Center. Fly ash from daily production silos, and fly ash commingled with small amounts of bottom ash will be excavated from the existing plant disposal area for use as pugmill feed at the plant. The cementitious binder will be stored in a silo at the plant for use in the pugmilling operation. The Etheridge Greens Golf Course will not manage any CCB's that contain any constituent at a level exceeding those shown in Table I of the regulations.

Physical and chemical characteristics of the fly ash and bottom ash are included (Attachment 5) while the TCLP test results are included for both the fly ash and bottom ash (Attachment No. 6) from the Chesapeake Energy Center.

3. Construction Schedule

Construction activities are anticipated to begin at the site in March, 2002, with first ash placement beginning March 25, 2002. It is hoped to have the driving range open for public use by mid-2004 to create public interest in the course. The first nine holes are scheduled to open in 2005, with the entire course completed by the end of 2006.

4. City of Chesapeake Approvals

CPM approached the City of Chesapeake about the construction of this project in early 2001. After site selection, a public meeting was held on March 27, 2001, to invite comment and participation from nearby citizens, and City of Chesapeake and local VDEQ officials. A second public meeting was held with the City of Chesapeake Planning Commission on April 11, 2001. On June 20, 2001, the Chesapeake City Council voted unanimously to approve the Etheridge Greens Golf Course project.

A signed "Local Government Ordinance Certification" and the minutes from the June 20, 2001 City Council meeting are included as Attachment No. 7.

5. Design and Construction Standards

A. Locational Restrictions

The following locational restrictions were used for determining the placement areas of CCB's on the site:

- 1) Not in areas subject to base floods.
- 2) With a vertical separation between the CCB and maximum seasonal water table or bedrock of minimum 2'-0". McCallum Testing Laboratories, Inc. performed a series of twelve (12) test borings on the site during March 14-16, 2001, to determine the water table location during the wettest season of the year. A "Base Grading Plan," Attachment No. 17, was developed based upon the results of these borings to maintain a minimum 2'-0" vertical separation.
- 3) Not closer than 100 feet of any perennial stream.
- 4) Not closer than 100 feet of any existing water well.
- 5) Not closer than 25 feet of any bedrock outcrop.
- 6) Not closer than 100 feet of any sinkhole.
- 7) Not within 25 feet of any property boundary.
- 8) Not within any wetlands, unless applicable federal, state and local permits are obtained. On November 1, 2001, the Corps of Engineers visited the site and determined that approximately 750 feet of channelized stream located on the southeastern portion of the site, and 330 feet of channelized stream located on the northeastern portion of the site qualify as waters of the United States. These areas

are not being disturbed, and therefore no permitting is necessary. A letter from the Corps of Engineers dated November 5, 2001, is included as Attachment No. 8.

- 9) On the site of an active or inactive dump, unpermitted landfill, lagoon, or similar facility, even if such facility is closed.

A letter from a professional engineer licensed to practice by the Commonwealth of Virginia certifying that the Etheridge Greens Golf Course project meets these locational restrictions is included as Attachment No. 9. A letter from a professional engineer licensed to practice by the Commonwealth of Virginia certifying that the project meets the design standards of the regulations is included as Attachment 10.

B. Survey Benchmark

A survey benchmark was located by Hassell & Folkes, PC at the corner of Centerville Turnpike and Whittamore Road, and is noted on Attachment No. 16, "Topographic Survey."

C. Endangered Species

The Virginia Department of Conservation and Recreation's Division of Natural Heritage (DCR) researched its Biological and Conservation Data System (BCD), and found that the canebrake rattlesnake had been documented within 0.25 miles of the Etheridge Greens Golf Course site. A site visit was performed by the Virginia Department of Game and Inland Fisheries (VDGIF) in November, 2001, and they found no appropriate habitat for and do not anticipate significant adverse impact on the canebrake rattlesnake.

A copy of the VGDIF response dated December 3, 2001, is included as Attachment No. 12.

6. **Operational Plan**

A. Fugitive Dusting

Care must be taken to avoid creating fugitive dust at the site so that it does not constitute a nuisance or hazard. The following steps will be taken to reduce and/or eliminate fugitive dusting:

- 1) CCB's will be conditioned with water close to the optimum moisture level at the power plant site before being placed in the dumptruck for transport.
- 2) The transport dumptrucks have tarping which completely covers the truck bed.
- 3) As the transport dumptrucks arrive on the site and deposit the CCB's, a bulldozer quickly rough grades the material to avoid having piles on the active area.
- 4) The ash is compacted with a smooth-drum roller to achieve a tight surface.
- 5) A 4500 gallon water truck is available on site at all times to water all haul roads and add moisture (as needed) to the CCB's to achieve compaction.
- 6) Water for the water truck is available from site wells and lakes.
- 7) At the end of each working day the CCB's are compacted with a smooth-drum roller to have a tight surface which inhibits the creation of fugitive dusting.
- 8) The CCB working surface can be no more than 4 acres.

- 9) As the CCB's reach final grade, they will be soil covered within 7 days.
- 10) Soil covering will be seeded as soon as possible to create a vegetation layer.
- 11) Soil cover material will be excavated from on-site materials.
- 12) Site haul roads will be covered with an aggregate to reduce dusting.

In the event fugitive dusting becomes a nuisance problem on the project, the following contingency measures will be taken:

- 1) Add an additional water truck to provide extra coverage on haul roads and the active placement area.
- 2) Reduce the amount of exposed CCB's in the active working area.
- 3) Suspend or reduce work during high wind periods.
- 4) Install irrigation sprinklers to water active working area.

B. Tracking of Mud

The CCB's will be transported from the plant to the Etheridge Greens Golf Course site by dumptruck. All trucks will limit their loads to prevent spillage of the sides of the beds. Truck tailgates will be sufficiently tight to prevent loss of material during travel. At the site, the tracking of mud onto public roads shall be controlled by the uses of a gravel construction entrance as detailed in the attached Erosion and Sedimentation Plans. The site water truck will be used as necessary to wash the road and construction entrance.

C. Nuisance Noise

CPM realizes that the Etheridge Greens Golf Course project is situated within a rural/residential area. To reduce the amount of nuisance noise present to the site neighbors, the perimeter berms will be constructed first, covered and vegetated to reduce the transmission of noise from the construction area to the surrounding homes. Construction will be limited to normal working hours, typically Monday to Friday from 7:00 AM to 5:00 PM, to avoid disturbing neighboring homes as much as possible.

D. Placement Standards

CCB's shall be placed in accordance with the following standards:

- 1) All fill placed in 12" loose lifts and compacted as soon after placement as possible.
- 2) Fill shall be compacted to at least 95% maximum dry density as determined by the Standard Proctor (ASTM D698).
- 3) Field compaction tests shall be taken for each 5,000 cubic yards placed.

Refer to the "Construction Quality Assurance Plan" for the Etheridge Greens Golf Course, included as Attachment No. 13, for a more thorough plan of construction assurance.

E. Stormwater

Run-on consists of any stormwater from areas outside the CCB fill site, which if left uncontrolled would flow onto the fill site. It is essential that run-on waters be prevented

from entering the CCB site by the use of ditches and/or berms. These ditches and/or berms shall be installed at any location where stormwater may flow onto a CCB placement area, and are designed to route the anticipated flow from a 25-year, 24-hours storm event away from the CCB site.

Run-off consists of stormwater that falls directly onto the active CCB fill area, and is routed over the fill to a stormwater control device(s). Run-off must be controlled properly to prevent the erosion of the CCB's or earthen fills, and to protect the quality of nearby surface waters. Run-off is controlled by the proper sloping of the fill areas and the use of sedimentation and erosion control devices such as silt fencing and rock check dams. All active CCB fill areas shall be graded to a minimum top slope of 2% and a maximum top slope of 5%, with finished side slopes no steeper than 33%. During placement operations, the CCB's shall be graded smoothly to provide for sheet flow of run-off water which shall be collected in sedimentation ponds for use in compaction or the control of fugitive dusting.

An integral part of an effective stormwater control program is the use of periodic inspections. All inspections shall be the responsibility of CPM's Site Manager. The proper placement, compaction, and grading of the CCB fills must be examined daily. All stormwater control devices shall be inspected at least once every fourteen-calendar days and within 48 hours of the end of a storm event that is 0.5 inches or greater. Ditches shall be inspected for signs of erosion, inadequate flow, and ponded water. Dikes shall be inspected for erosion, sloughing, breaching, and signs of overflow. Silt fencing should be inspected for breaks, tears, filling with sediment, and deterioration of the fabric. Ponds shall be inspected to ensure adequate storage capacity remains for future storm events. Any problems found during these inspections shall be corrected within seven days of the inspection.

A more complete program for stormwater control is included in the approved "VPDES General Permit for Storm Water Discharges from Construction Sites, Number VAR450741" dated February 13, 2002, for the site (Attachment No. 11).

E. Erosion and Sediment Control

The Etheridge Greens Golf Course has been designed in accordance with the Virginia Sedimentation and Erosion Control Regulations and the City of Chesapeake regulations. A "Sedimentation and Erosion Control Plan" for the site has been approved by the City of Chesapeake, included as Attachment No. 15. All construction shall be done in accordance with this approved plan, and no earthwork operations shall commence prior to the installation of these measures.

7. Closure Plan

A. Introduction

The CPM Site Manager shall be responsible for all operational aspects of the facility in accordance with the provisions of this plan, and a copy of this plan shall be kept on site at all times. Refer to Attachment No. 18, "Closure Plan," for a detailed view of the final cover grades.



COMBUSTION PRODUCTS MANAGEMENT

A Wallace Corporation

RECEIVED

March 8, 2002

MAR 11 2002

OFFICE OF WASTE
PERMITTING

Ms. Karen J. Sismour
Director, Waste Division
Department of Environmental Quality
P. O. Box 10009
Richmond, VA 23240

RE: City of Chesapeake – Etheridge Greens Golf Course

Dear Ms. Sismour:



CPM Virginia LLC is planning to construct a new links style golf course in the City of Chesapeake. Approximately 1.5 million cubic yards of coal combustion byproducts from Dominion's Chesapeake Energy Center will be utilized during construction. All of the coal combustion byproducts will be amended with a cementitious binder.

In accordance with discussions held with you and your staff during a meeting on February 28, 2002, the attached information is submitted pursuant to Part IV of the Regulation Governing Management of Coal Combustion By-Products. We would appreciate anything you could do to expedite the agency's review of this submittal to something less than the 30 days referenced in the regulations. As you will recall from our meeting, activities associated with the construction of the golf course are ongoing and we expect that delivery of coal combustion byproducts will be ready to begin on March 25, 2002.

As you know, it is CPM and Dominion's position that this submittal is not required by the regulations on the grounds that this project falls under the conditional exemption to the Solid Waste Management Regulations found at 9 VAC 20-80-160.B.2. Dominion will be submitting under separate cover a written legal justification for this position. Should the Department of Environmental Quality agree with the information provided by Dominion, it is understood that the project could proceed without regard to the 30-day review period referenced in the CCB regulations.

COMBUSTION PRODUCTS MANAGEMENT

A Wallace Corporation



If you have any questions or desire additional information, please contact me at (864) 859-9090, (864) 380-8244, or by email at mbaker@cpmash.com.

Sincerely,

A handwritten signature in cursive that reads "Mark L. Baker".

Mark L. Baker, PE
Director of Operations
Combustion Products Management, Inc.

cc: (w/attach.)

Paul Farrell - VDEQ

David Bristow - Dominion

Steve Benza - CPM

Bobby DiBerardinis - CPM

File



B. Cover Placement

Prior to placement of CCB fill at the site, soils shall be excavated and stockpiled to provide adequate cover material. Additional cover material, if required, is available on the site and may be excavated from other areas within the site. Upon completion of CCB placement and compaction, a 12" earthen infiltration layer will be placed directly above the CCB fill, followed by a 12" earthen erosion control layer capable of sustaining the growth of indigenous plants and grasses. After the erosion control layer is in place, the entire fill area will be seeded in accordance with the approved Erosion and Sediment Control Plan.

Protection will be provided to maintain the integrity of the final covered areas, including controlling motorized access to the site. The CPM Site Manager shall inspect the final cover monthly for signs of erosion or deterioration, and shall make repairs promptly.

C. Survey Plat

A survey plat of the Etheridge Greens Golf Course shall be prepared by a professional land surveyor registered in the Commonwealth of Virginia. The plat shall contain a note prominently displayed which restricts the owner's or operator's future obligation to restrict disturbance of the site. The note shall be worded as follows:

NOTE: This property has been constructed by the use of coal combustion by-products as a structural fill product. Virginia Regulation 9 VAC 20-85-120 contains a restriction on the disturbance of the final cover placed on the property unless the disturbance is for the purpose of constructing buildings, paved roadways, paved parking surfaces, paved walkways and sidewalks, or other similar structures.

This survey plat shall be submitted to the local land recording authority within 90 days after the placement of the final cover is complete.

D. Statement of Completion

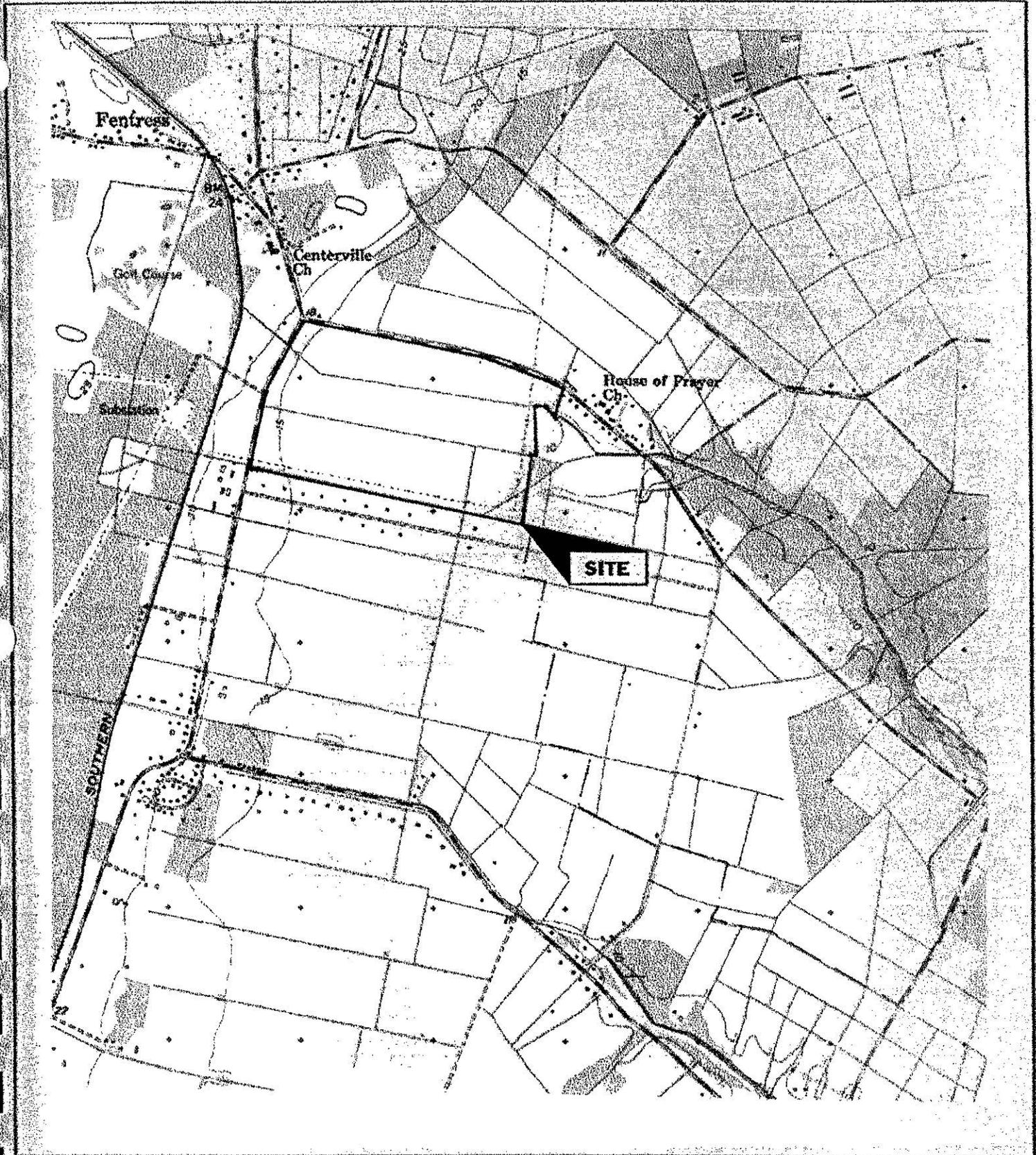
Upon completion of placement of the final cover, a registered Professional Engineer licensed to practice in the Commonwealth of Virginia shall inspect the Etheridge Greens Golf Course for compliance with the operational and closure requirements of 9 VAC 20-85-90 through 140. Any noted deficiencies shall be corrected immediately. Said engineer shall then make a signed statement to the Virginia Department of Environmental Quality within 90 days of placement of the final cover that construction has been completed and cover placed in accordance with design plans.

8. **Site Access Authorization**

Combustion Products Management ("CPM") Virginia LLC, as owner and operator of the proposed Etheridge Greens Golf Course facility in Chesapeake, Virginia, allows authorized representatives of the Commonwealth of Virginia, upon presentation of appropriate credentials, access to areas in which the activities covered by Virginia Regulation 9 VAC 20-85 will be, are being, or have been conducted to ensure compliance. This authorization letter is included as Attachment No. 14.

1

2



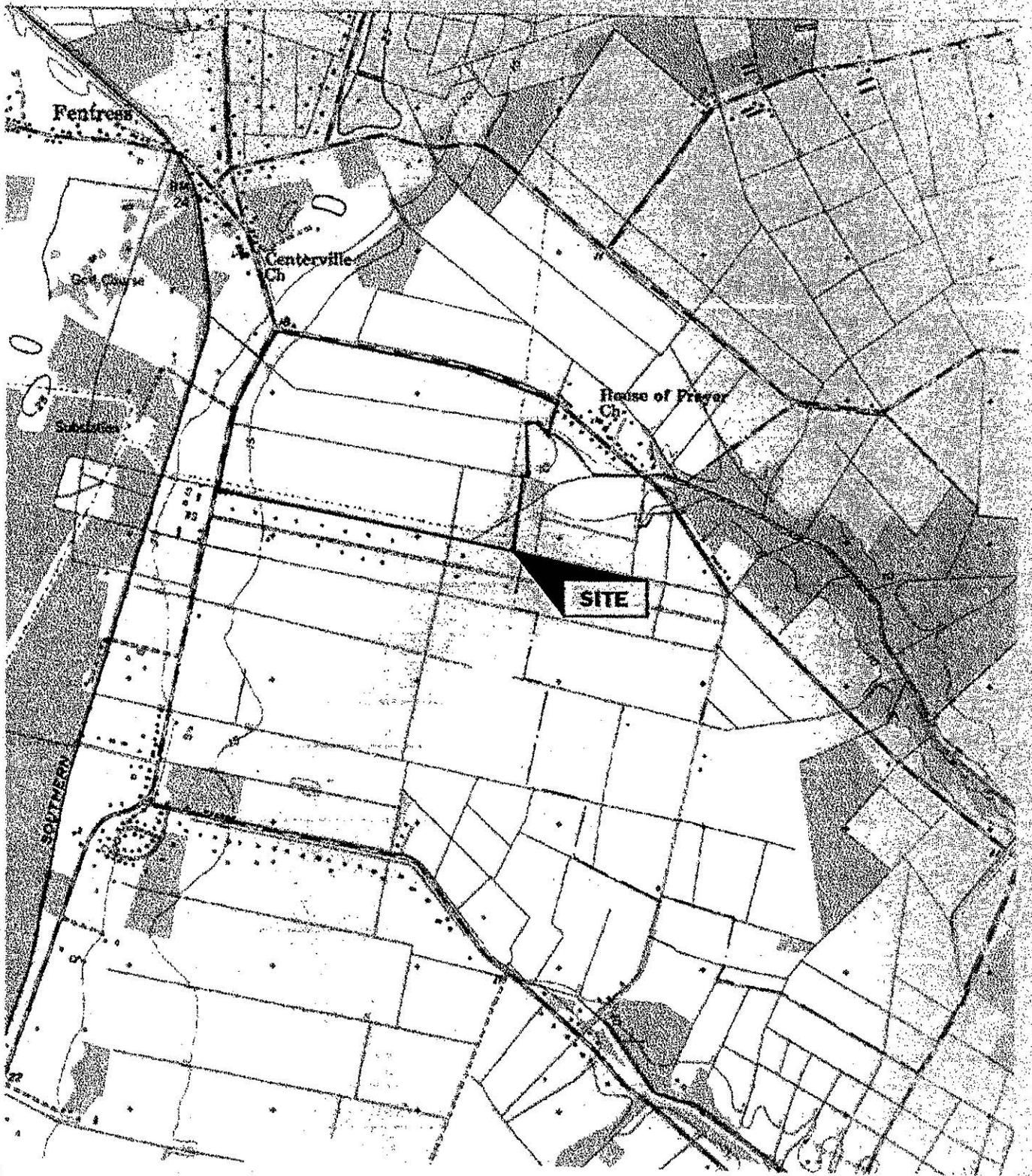
**STOKES
ENVIRONMENTAL
ASSOCIATES, LTD.**

TOPOGRAPHIC MAP

Project Name: Etheridge Greens Site
Project Number: SEA 01-1359.3
Date: 1954; photorevised 1986
Scale: 1" = 2,000'
Source: USGS Topographic Quadrangle Map, Fentress
7.5 minute series

3

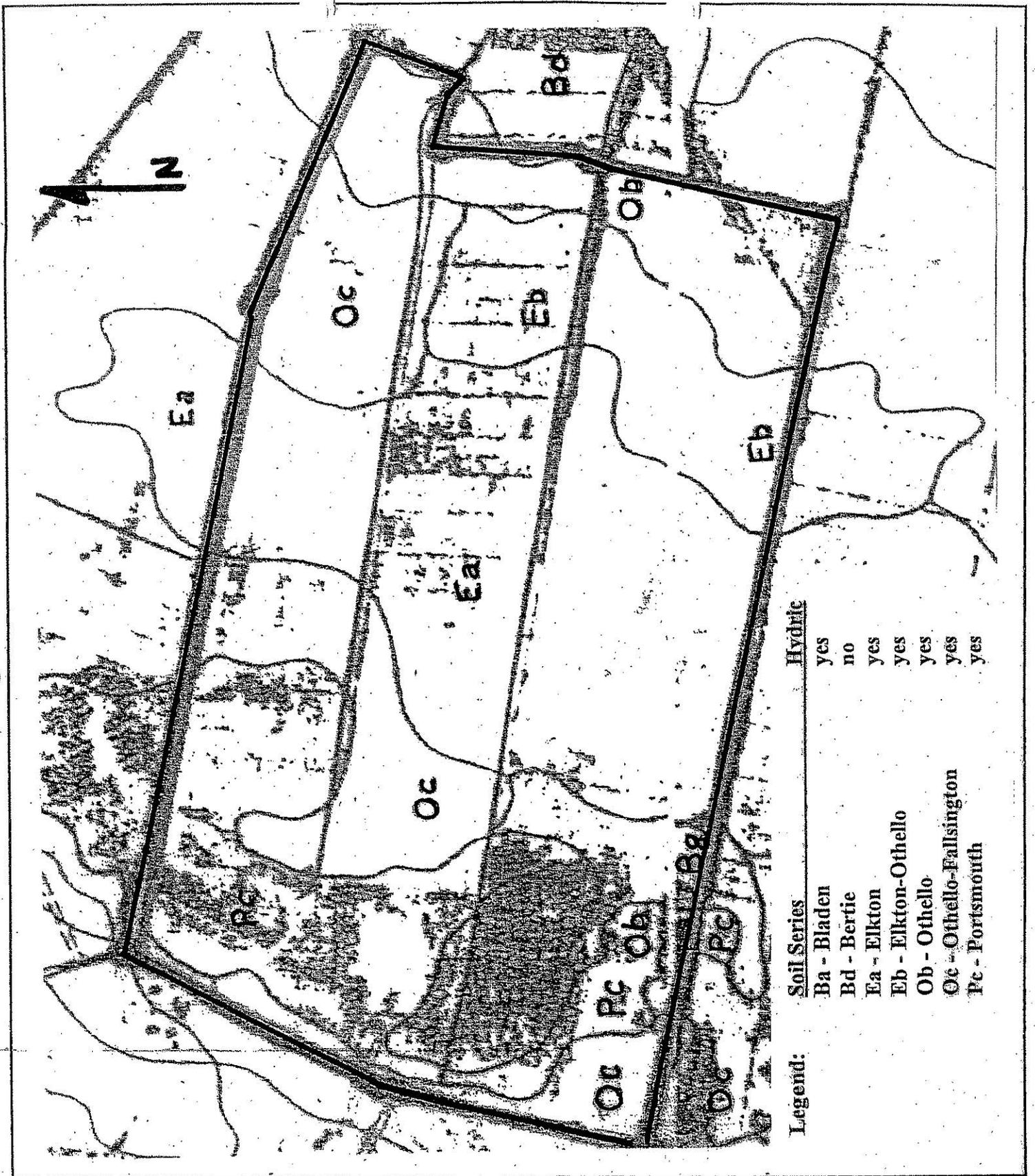
4



**STOKES
ENVIRONMENTAL
ASSOCIATES, LTD.**

TOPOGRAPHIC MAP

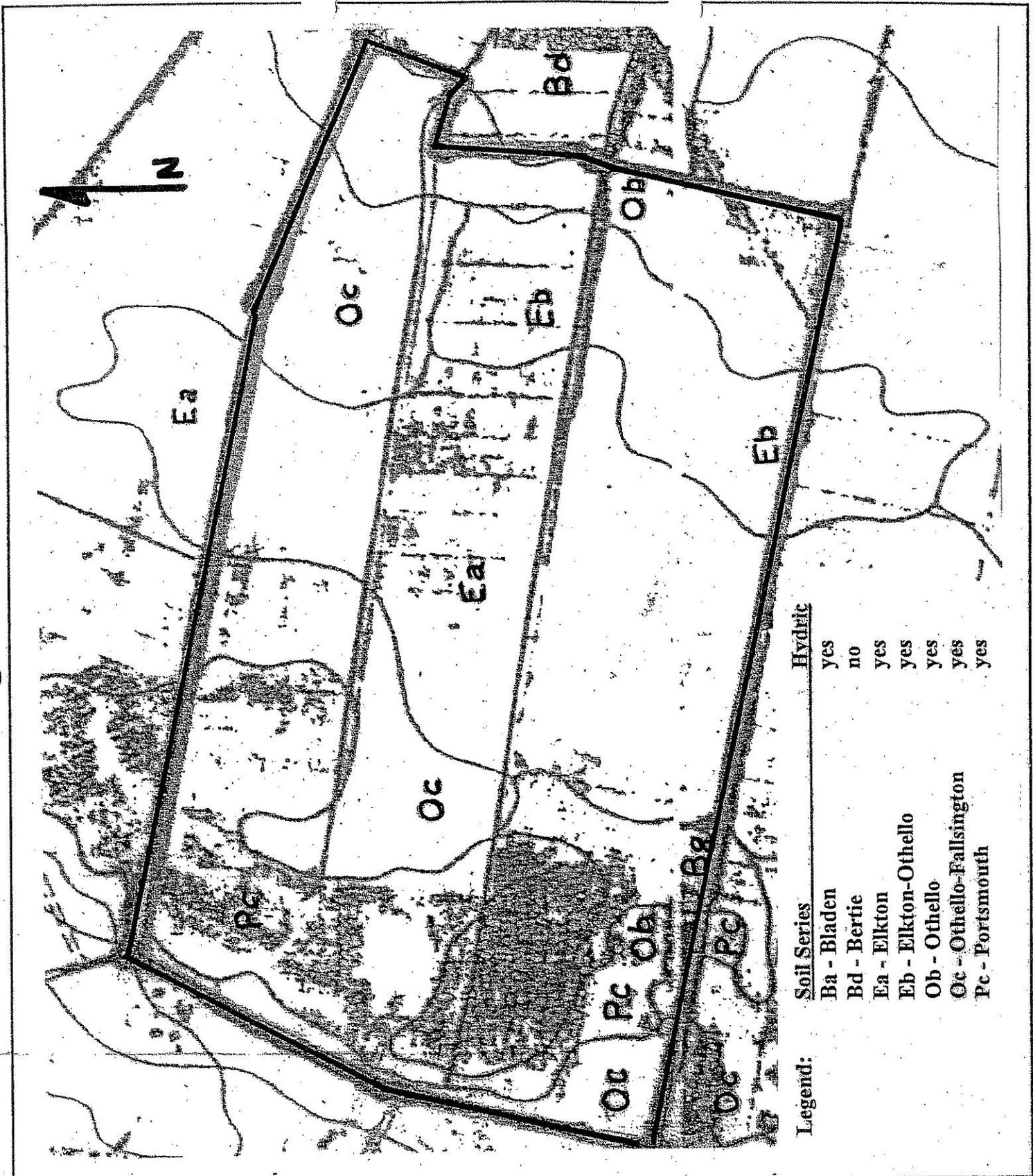
Project Name: Etheridge Greens Site
Project Number: SEA 01-1359.3
Date: 1954; photorevised 1986
Scale: 1" = 2,000'
Source: USGS Topographic Quadrangle Map, Fentress
7.5 minute series



**STOKES
ENVIRONMENTAL
ASSOCIATES, LTD.**

**SOIL MAP
(Soil Survey Map)**

Project Name: Etheridge Greens Site
 Project Number: SEA 01-1359.3
 Date: 1959
 Scale: 1" = 330'
 Source: USDA, Soil Conservation Service, Norfolk County,
 Virginia



**STOKES
ENVIRONMENTAL
ASSOCIATES, LTD.**

**SOIL MAP
(Soil Survey Map)**

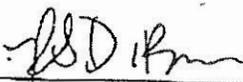
Project Name: Etheridge Greens Site
 Project Number: SEA 01-1359.3
 Date: 1959
 Scale: 1" = 330'
 Source: USDA, Soil Conservation Service, Norfolk County,
 Virginia

Legal Control over the CCB Site
Certification

Chesapeake, Virginia
Etheridge Greens Golf Course

This is to certify that CPM Virginia LLC intends to take legal control over the subject property site on March 15, 2002, as evidenced by the attached documents. CPM Virginia LLC certifies that it shall obtain legal control over the property for the project life and for the closure period prior to the start of the project, currently scheduled for March 25, 2002.

Signature: _____



Title: NATIONAL DIRECTOR GOLF COURSE DEVELOPMENT

Date: _____

3/8/02

PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2001 by and between WEAVER FERTILIZER COMPANY, INC. ("Seller"); and COMBUSTION PRODUCTS MANAGEMENT, INC, or assigns ("Purchaser"), collectively the "Parties", and individually, a "Party".

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements hereinafter set forth the parties hereto do hereby agree as follows:

1. Sale. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, on the terms and conditions herein provided, all that certain parcel of land, containing approximately 210 acres, located at the corner of Centerville Turnpike and Whittamore Road, east of Centerville Turnpike and south of Whittamore Road, in the City of Chesapeake, Virginia., together with all rights, easements, reversions, privileges and appurtenances relating thereto (collectively, the "Property"), including without limitation, all of Seller's right, title and interest in and to adjacent streets, alleys, rights of way and easements appurtenant thereto, which parcel of land is shown outlined in red on a planametric attached hereto as Exhibit A, initialed by Seller and Purchaser for purposes of identification and by this reference made a part hereof. The exact legal description of Property shall be as shown on a subdivision plat or deed to be provided by Purchaser.

2. Purchase Price.

(a) The total purchase price ("Purchase Price") for the Property shall be the amount of

(1) The sum of Five thousand dollars (\$5,000) used to option the property shall be paid by the seller to Pioneer Title as escrow agent (the "Escrow Agent"), upon receipt by Purchaser of a fully executed copy of this Agreement. Upon receipt, Escrow Agent shall deposit said sum in an interest bearing account and shall hold and apply said sum and all interest thereon (collectively, the "Deposit") in accordance with the provisions of subparagraph 2(b); and

(2) The balance of the Purchase Price (subject to closing adjustments) shall be payable on the Closing Date (as defined below).

(b) The Deposit shall be applied toward payment of the Purchase Price on the Closing Date, unless otherwise disbursed in accordance with the terms of the Agreement.

3. Inspection Period

(a) During the period (the "Inspection Period") commencing on the date Purchaser receives a fully executed copy of this Agreement and terminating at 5:00 p.m. on July 31, 2001, Purchaser, its agents, contractors, engineers, surveyors, attorneys, representatives and employees shall have a revocable license to enter upon the Property to conduct and make any and all studies, tests, examinations, inspections and investigations of or concerning the Property (including, without limitation, engineering studies, soil tests, surveys, including topographical surveys and environmental audits) and to confirm any and all matters which Purchaser may desire to confirm with respect to the Property. Any access or inspection shall be conducted in such a manner as to not damage the Property of crops located on the Property. Furthermore, Purchaser agrees to indemnify and hold Seller harmless for any damage to the Property or any claim which results from the Purchaser's access to the Property, including, but not limited to, reasonable attorney's fee and expenses.

(b) If the results of any of the matters referred to in subparagraph (a) above are unsatisfactory to Purchaser for any reason, in the Purchaser's sole and absolute discretion, or if Purchaser determines in its sole and absolute discretion that the Property is not suitable for its intended development or that such development is not economically feasible, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller, in which event this Agreement shall terminate and be of no further force or effect and neither party shall have any further rights, obligations or liabilities under this Agreement, except that the Escrow Agent shall promptly return the deposit to Purchaser and repair any damage to the Property.

4. Contingency Period. As a condition precedent to Purchaser's obligation to consummate the purchase of the Property under this Agreement, Purchaser shall have obtained, on or before October 31, 2001 (the "Contingency Period"): (1) all zoning, rezoning, use permits, conditional use permits, licenses, permits, approvals and consents, including, without limitation, site plan approvals and building permits, necessary or desirable in Purchaser's sole opinion, for Purchaser's development of a golf course and related and associated facilities (the "Project"); (2) Seller and Purchaser shall have obtained any permits, license, approvals, together with acceptable public access and utilities and private utilities in the sole discretion of Purchaser; and (3) Purchaser shall have obtained a signed contract with Virginia Power relating to utilization of their material for construction. In the event that in Purchaser's sole discretion any of the foregoing conditions are not satisfied prior to the expiration of the Contingency Period, Purchaser shall have the right, in its sole discretion, to either: (i) terminate this Agreement by giving written notice to Seller, in which event this Agreement shall terminate and be of no further force of effect, and neither party shall have any further rights, obligations or liabilities under this Agreement, except that Escrow Agent shall promptly return the Deposit to Purchaser, or (ii) extend the Closing Date (as defined below) by an additional 90 days in order to attempt to obtain satisfaction of the foregoing conditions (the "Extension Period"). In the event Purchaser elects to extend the Contingency Period, it shall pay seller the sum of \$25,000 ("Extension Fee"), which is non-refundable. In the event Purchaser elects to Purchase the Property, Seller shall credit the Extension Fee towards the Purchase Price. In the event that in Purchaser's sole discretion any of the foregoing conditions are not satisfied prior to the expiration of the Extension Period, Purchaser shall have the right to terminate this Agreement by giving written

notice to Seller, in which event this Agreement shall terminate and be of no further force of effect, and neither party, except as provided herein, shall have any further rights, obligations or liabilities under this Agreement, except that Escrow Agent shall promptly return the Deposit to Purchaser. Seller shall retain the Extension Fee upon termination pursuant to this Paragraph and Purchaser shall pay for Seller any roll-back taxes triggered as a result of Purchaser's activities, and Purchaser shall transfer to seller any and all rights to engineering, surveys, environmental, economic feasibility, appraisals or other plans prepared by or for the Purchaser and which relate to the Property and the Project.

5. Closing. Unless this Agreement is terminated by Purchaser in accordance with the provisions hereof, the consummation of the sale and purchase of the Property (the "Closing") shall be held at the offices of Pioneer Title upon the earlier to occur of (i) thirty (30) days after the expiration of the Contingency Period, and (ii) the date specified by Purchaser in a written notice given to Seller at least ten (10) days prior to the specified date (the "Closing Date"); provided, unless waived by Purchaser, that (1) title is consistent with Paragraph 8 of this Agreement, (2) all representations and warranties of Seller contained in the Agreement are true and correct in all material respects, (3) all other conditions precedent to Purchaser's obligations under this Agreement have been satisfied in form and substance acceptable to Purchaser or waived pursuant to this Agreement, and (4) Seller has performed all its other obligations under this Agreement.

6. Conveyance and Permitted Exceptions. On the Closing Date, Seller shall convey to Purchaser good and marketable fee simple title to the Property by a recordable general warranty deed (the "Deed") with English covenants of title, subject only to the Permitted Exceptions (as defined in Paragraph 8 below).

7. Initial Documents to be Furnished to Purchaser. Within ten (10) days after the date of execution of this Agreement by Seller, shall furnish to Purchaser : true, complete and correct copies of the last ascertainable real estate tax bills for the Property;

(a)

8. Purchaser's Objection to Title: Defects in Title. In the event, at any time prior to sixty (60) days after the date of this Agreement (the "Title Examination Deadline"), Purchaser delivers to Seller its written objections to any exceptions or conditions to title contained in a title binder or commitment (the "Title Binder") for the Property obtained by Purchaser from a title company (the "Title Company") or any matters ("Survey Matters") disclosed by a survey (the "Survey") of the Property which materially impact the marketability of the Property or use for the Project and the title company will not insure over or delete the exception. Seller shall, within a period of thirty (30) days, use reasonable efforts to correct or remove such title defect, exception or condition to which Purchaser objected. In the event Seller is unable to reasonably correct or remove such title defect, exception or condition within thirty (30) days or without incurring expenses which exceed the amount of the Deposit and to cause the Title Company to delete such exceptions to title and to issue such endorsement, Purchaser, at Purchaser's option may elect to (I) terminate this Agreement, in which event the Escrow Agent shall promptly

return the Deposit to Purchaser, or (ii) accept the condition of title to the Property and the Title Binder with such endorsements as then exist. Any matter of record or an exception or conditions to title listed in the Title binder which are not objected to by Purchaser, in writing, prior to the Title Examination Deadline shall constitute "Permitted Exceptions." Notwithstanding anything else herein to the contrary, the existence and limitation of air rights over the Property, and the oral lease agreement to the farm the Property is considered a Permitted Exception.

9. Title Insurance Policy. At the Closing, the Title Company shall issue to Purchaser

and ALTA Form B extended coverage owner's title insurance policy (the "Title Policy") insuring title to the Property in favor of Purchaser in the amount of the Purchase Price. The Title Policy shall insure good, marketable and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions. Purchaser shall have the right to require such endorsements to the Title Policy as Purchaser may desire and in form and substance acceptable to Purchaser including without limitation, an endorsement insuring over or deleting the standard printed exceptions to be contained in the Title Policy, an ALTA 3.1 broad form zoning endorsement, an ALTA comprehensive endorsement, and a survey endorsement. The costs and expenses of the Title Policy shall be paid by Purchaser. In the event the Title Company has not agreed to provide the requested endorsements to the Purchaser on or before the Title Examination Deadline, the Purchaser shall be deemed to have accepted the coverage described in the title binder issued by the Title Company.

10. Obligations of Seller Prior to Closing. During the period commencing on the date of this Agreement and ending on the Closing Date, Seller:

(a) shall not enter into any lease, use or occupancy agreement, mortgage, easement, covenant, condition, restriction or other agreement, document or instrument respecting all or any portion of the Property, except for the existing oral lease for the farming of the Property, without the prior written consent of Purchaser which shall not be unreasonably withheld, delayed or conditioned;

(b) shall not seek the alteration, modification, amendment, termination and/or lapse of any zoning ordinance, permit or other instrument or document respecting all or any portion of the Property, without the prior written consent of Purchaser;

(c) shall not create, grant or accept any option to purchase, right of first refusal, installment sale agreement or other sale agreement other agreement for the leasing or sale of all or any portion of the Property unless contingent upon the termination of this Agreement;

(d) shall not create or suffer any right, claim, lien or encumbrance on all or any portion of the Property except for accrued and unbilled tax obligations or obligations that cannot be satisfied on the Closing Date from the Purchase Price;

shall satisfy or bond off any obligation which could give rise to a mechanics' or material men's lien;

(e) shall pay when due all legitimate real estate and other taxes and all other charges relating to the Property;

(f) shall make all payments when due and keep, perform and observe all provisions with respect to any existing loan affecting the Property or any portion thereof;

(g) shall maintain the Property in material compliance with all applicable laws, statutes, ordinances, rules and regulations;

(i) shall promptly furnish to Purchaser a copy of each notice of proposed assessment and each notice of any proposed action under or violation of any law, statute, ordinance, rule or regulation affecting all or any portion of the Property; and

(j) upon the request of Purchaser, at any time and from time to time, shall perform all reasonable actions which Purchaser may deem necessary or appropriate, including without limitations, the signing of applications and consents for variances, use permits, rezoning, subdivisions, and preliminary and final site plan approvals with the municipal authority.

11. Documents and Instruments to be Furnished by Seller. Seller shall furnish Purchaser the following documents, each of which shall be in form and substance reasonable satisfactory to Purchaser's counsel and copies of which shall have been provided to Purchaser's counsel for review at least five (5) business days prior to the Closing Date:

(a) The Deed;

(b) A Certification of Non-Foreign Status conforming with the requirements of Section 1445 of the Internal Revenue Code;

(c) An ALTA Statement and Affidavit of Title in customary form executed by Seller showing no exceptions to title other than Permitted Exceptions; and

(d) Any and all other documentation and opinions of Seller's counsel reasonably required by Purchaser's counsel, lender, and/or the title insurance company to consummate Purchaser's acquisition of the Property and issuance of the Title Policy to Purchaser provided, however, the Seller's counsel shall have no obligation to provide any opinion as to matters of title survey, zoning, access to utilities or other matters which are or could be covered by Title Insurance and the survey

12. Purchaser's Obligations. Provided that Seller performs all of Seller's obligations

under this Agreement, and all conditions described in Paragraphs 4 and 5 above have been satisfied, Purchaser shall, on the closing Date, pay Seller the balance of the Purchase Price, plus or minus net prorations and adjustments to the Purchase Price.

13. Prorations: Closing Costs.

(a) General real estate taxes assessed against the Property for the current fiscal year shall be prorated as of the Closing Date.

(b) Seller shall pay the grantor's tax payable in connection with the recording of the Deed, and Purchaser shall pay the other costs of recording the Deed and any documents in connection with any mortgage to be placed on the Property by Purchaser. Each party shall pay its own attorneys' fees incurred in connection with this Agreement and the consummation of the transaction contemplated hereby.

14. Representations, Warranties, and Covenants. Seller represents and warrants to Purchaser on the date hereof (all of which shall be deemed to be remade on the closing Date and shall survive Closing) as follows:

(a) The execution and delivery of the agreement, consummation of the transactions described herein, and the fulfillment of and compliance with the terms and provisions here of, do not violate any judicial or administrative order, award, judgment or decree applicable to Seller, nor conflict with any of the terms, provisions or conditions of any other agreement, contract or indenture to which Seller is a party, or by which Seller is bound, or which is applicable to the Property or any part thereof. All consents, approvals, authorizations or orders required of Seller, or any other party, for the authorization, execution or delivery of, and for the consummation of the transactions contemplated by, this Agreement, have been, or before the Closing Date will be, obtained;

(b) To the best of the Seller's knowledge, Seller owns good and marketable fee simple title to the Property and subject to all matters of record, an oral lease and limitation on air rights. Seller has not entered into any agreement (other than this Agreement) to sell or further encumber or dispose of any interest in the Property or any portion thereof or any agreement which imposes restriction on the ability or right of Seller to sell and/or transfer the Property of any interest therein, including without limitation, any options or rights of first refusal in favor of third parties;

(c) Other than this Agreement, matters of record, the oral lease containing farming rights, the limitation on air rights and the existence of ALCUZ, there are no agreements, contracts, licenses, leases, rental agreements, invoices, bills, undertakings, or understandings affecting all or any portion of the Property;

(d) Seller has full power and authority to enter into this Agreement and to perform Seller's obligations hereunder. This Agreement is a legal and valid obligation of Seller, binding upon and enforceable against Seller in accordance with its terms;

to the best of Seller's knowledge, all information furnished to Purchaser by Seller or its agents in connection with the Property is and will be complete, accurate and correct;

(e) to the best of the Seller's knowledge, the Property is currently zoned A1;

The Property to the best of the Seller's knowledge, has not at any time during Seller's ownership nor, prior to Seller's ownership, been used for the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any flammable materials, explosives, radioactive materials, corrosive, reactive, or poisonous materials, hazardous wastes or toxic substances, including, without limitations, any substances now defined as or now included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under any applicable federal, state, or local law, ordinances, statute, code, rule or regulation in effect on or prior to Closing. Seller is not, nor has Seller ever been subject to any administrative plan, order, decree or judgement relating to any of the foregoing. To the best of Seller's knowledge, (i) there have been no underground storage tanks present on the Property, and (ii) no petroleum products have spilled leaked upon or in the Property,

(f) To the best of the Seller's knowledge, there is not any condition, event or circumstance existing or threatened, or any litigation, arbitration, governmental or administrative proceeding, action, examination, claim or demand of any kind (including without limitation, any condemnation or eminent domain proceedings) pending or threatened, affecting the Seller or all or any portion of the Property of which would affect the ability of Purchaser to acquire the Property and construct, develop, maintain and operate the Project.

(i) To the best of Seller's knowledge, the Property presently does not violate any laws, statues, ordinances, rules, orders or regulations of any kind whatsoever, any contractual arrangements with third parties or any covenants, conditions, proffers, easements, right-of-way or restrictions of record, and Seller and Seller's agents have not received notice written otherwise, alleging any such violations;

(j)

(k) the Property is subject to roll-back taxes and is currently assessed under the land use program;

(l) Seller has received no notices and is not aware of any moratoriums regarding construction, development, connection to or use of utility services or systems now provided to the Property or which would otherwise affect Purchaser's intended use of the Property; and

(m) To the best of Seller's knowledge the conveyance of the Property to Purchaser will be in compliance with all applicable subdivision and related ordinances. The Property is not serviced by public sanitary sewer.

Buyer's Remedy Upon Default. Purchaser reserves the right to terminate this Agreement any environmental liabilities prior to the Closing Date if Seller has breached any representations set forth in this Agreement. If purchaser purchases the Property, then all obligations and liabilities, with exception of any environmental liabilities or warranties expressly set forth in the Deed shall merge into the deed.

15. Condemnation. Upon receipt of an offer or any notice or communication from any governmental or quasi-governmental body seeking to take under its power of eminent domain all or any part of the Property, Seller shall promptly notify Purchase of receipt of same and shall promptly send such communication, or a copy thereof, to Purchaser. Upon receipt of such notice, Purchaser shall have the right to rescind this Agreement by delivery of written notice thereof to Seller within thirty (30) days thereafter. If the Closing Date would occur prior to the expiration of said thirty (30) day period, then the Closing Date shall be automatically extended to the date which is five (5) days after the expiration of said thirty (30) days period. In the event the Purchaser elects to rescind, then this Agreement shall be null and void and of no further force and effect and the Deposit shall be immediately returned to Purchaser. In the event the Purchaser does not elect to rescind and the portion of the Property so required by the condemnation or sale in lieu thereof shall be retained by Seller and the Purchase Price to be paid by Purchaser hereunder shall be reduced by a pro rata amount of the Purchase Price for the Property so taken or sold, and (ii) the Property so taken or sold shall not be subject to this Agreement. In the event that Purchaser does not elect to rescind and portion of Property so required by the condemning authority is taken after Closing, then all Proceeds of such condemnation or sale in lieu thereof shall be sole and exclusive Property of Purchase. Seller and Purchaser agree to cooperate with each other to obtain the highest and best price for the condemned Property.

16. Seller's Remedy Upon Default. In the event Purchaser fails to keep or observe any covenant, agreement or obligation to be kept or observed by Purchaser under this Agreement and Purchaser does not cure such failure within thirty (30) days after written notice from Seller, Seller, may terminate this Agreement by giving written notice prior to that effect to Purchaser, in which event the Deposit shall be forfeited by Seller and Purchaser shall pay any roll-back taxes which are assessed as a result of any filings made by or on behalf of Purchaser, and Purchaser shall deliver to Seller all surveys, engineering studies and title information acquired by the Purchaser on the Property.

17. Purchaser's Remedies Upon Default. In the event Seller is unable to furnish Purchase with good and marketable title to the Property in fee simple in accordance with the provisions of the Agreement, Purchaser may, at its election, accept such title as Seller can convey, may terminate this Agreement, or purchaser may enforce specific performance of this Agreement in addition to any other remedy available to Purchase at law or in equity. In the event that this Agreement is terminated by Purchaser pursuant to this Paragraph 19, Purchaser's shall receive the Deposit and have no further remedies against the seller except to recover the cost of survey and the title binder.

18. Survival. The representations, warranties, indemnities, provision, covenants and

Agreements contained in this Agreement shall survive the Closing and shall not be merged into any deed or document, except for any environmental representations of warranties in the Deed which shall survive Closing

19. Notices. Any notices required or permitted to be given hereunder shall be deemed given whom personally or desisted in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Purchaser or Seller, as the case may be, as follows:

If to Purchaser

Combustion Products Management, Inc.
1229 Kingsbury Drive
Chesapeake, VA 23322
Attn: Robert DiBerardinis

If to Seller:

Weaver Fertilizer Company, Inc.
First Virginia Tower
555 Main Street, Suite 1609
Norfolk, VA 23510
Attn: C.W. Bradshaw, President & CEO

Any party to this Agreement may change its address for notice purposes by giving notice thereof to the other parties hereto, except that such change of address notice shall not be deemed to have given until actually received by the addresses thereof.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors and assign.

23. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each constituting an original but all together only one Agreement.

24. Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties hereto and it is agreed that any change in, addition to, amendment or modification of the terms here of shall be of no effect unless reduced to writing and executed by Seller and Purchaser.

25. Captions. The captions used in connection with the Paragraphs of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

26. Risk of Loss. Prior to transfer of title, the risk of loss of or damage to the Property or any portion thereof, by casualty, or the taking of the Property or any portion thereof by eminent domain, shall remain with Seller.

27. Time. In the event that the last day for performance of any obligation hereunder occurs on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next following business day.

28. Serviceability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

29. Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies whatsoever.

30. Assignment. Purchaser may assign this Agreement without the prior written consent of Seller.

31. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

32. Expiration. Anything contained herein to the contrary notwithstanding, this Agreement shall be deemed to be an offer until accepted by the Purchaser and its execution hereof and may be withdrawn by Purchaser at anytime prior to its acceptance hereof as evidenced by Purchaser's execution hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

SELLER

WEAVER FERTILIZER COMPANY, INC.

2-12-01
Date of Execution

C.W. Bradshaw
C.W. Bradshaw, President & CEO

PURCHASER

COMBUSTION PRODUCTS
MANAGEMENT, INC.

2/12/01
Date of Execution

By: *JSD*
National Director
Golf Course Development

ESCROW AGENT

PIONEER TITLE

Date of Execution

By: _____
Its: _____

Escrow Agent joins in the execution of this Agreement to acknowledge receipt of the Deposit.

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT ("Agreement") is made as of January 31, 2002, by and between WEAVER FERTILIZER COMPANY, INC. ("Seller") and COMBUSTION PRODUCTS MANAGEMENT, INC. ("Purchaser").

Background:

A. Purchaser and Seller previously entered into a Purchase Agreement dated as of February 12, 2001 ("Purchase Agreement").

B. All capitalized terms not defined in this Agreement shall have the meaning set forth in the Purchase Agreement.

C. Seller and Purchaser have reached an agreement with respect to the modification of the Purchase Agreement as more particularly set forth below.

Agreement:

For and in consideration of the agreements more particularly set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Paragraph 5 of the Purchase Agreement is deleted in its entirety and the following is substituted in its place and stead:

5. Closing. The consummation of the sale and purchase of the Property (the "Closing") shall be held at the offices of Kaufman & Canoles, One Commercial Place, Norfolk, Virginia, on March 15, 2002, time being of the essence (the "Closing Date"); provided, unless waived by Purchaser, that (1) title shall be consistent with the condition in which such title existed as of the Title Examination Deadline, (2) all representations and warranties of Seller contained in the Agreement are true and correct in all material respects, unless waived under this Agreement, (3) all other conditions precedent to Purchaser's obligations under this Agreement have been satisfied in form and substance acceptable to Purchaser or waived pursuant to this Agreement, and (4) Seller has performed all its other obligations under this Agreement.

2. In exchange for Seller's Agreement to extend the Closing Date as provided above, Purchaser shall pay to Seller, contemporaneously with its execution of this Agreement, the amount of \$10,000 ("Second Extension Fee"), which amount shall be non-refundable (except for in the event of Seller's default, in which event the Second Extension Fee shall be paid to Purchaser) and shall not be credited to the Purchase Price nor considered part of the Deposit. The parties also agree that the Extension Fee of Fifteen Thousand and No/100 Dollars (\$15,000.00) previously paid shall not be considered part of the Deposit and shall not be applied

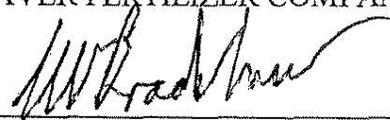
to the Purchase Price and shall not be refundable (except upon Seller's default, in which event the \$15,000 Extension Fee shall be paid to Purchaser).

3. Except as expressly modified by this Agreement, the Purchase Agreement shall remain in full force and effect according to its original terms.

Witness the following signatures and seals:

SELLER

WEAVER FERTILIZER COMPANY, INC.

By: 

C.W. Bradshaw, President & CEO

PURCHASER:

COMBUSTION PRODUCTS
MANAGEMENT, INC.

By: 

Robert DiBerardinis, National Director of
Golf Course Development

5

Physical Analysis of Ash
Test Results

Virginia Power
Chesapeake Energy Center
Coal Combustion Products

Analyzed By Virginia Power System Laboratory

CCBP	Unit	Date Sampled	Sys Lab Number	Metal Cont. %	LOI %	Retained on Sieve										Iron Stain Index	Unit Weight (DIL) PCF	Specific Gravity	pH S.U.
						% > 3/8	% > 4	% > 8	% > 16	% > 50	% > 100	% > 325							
Bottom Ash from bottom ash pond		11/02/95	19235	16.71	16.99	0.00	5.16	15.49	30.62	59.07	76.12			20	41.33	1.59	5.40		
Bottom Ash from bottom ash pond		09/11/96	25248	12.67	10.25	2.32	7.56	19.01	34.59	63.00	72.16			20	38.71	1.99	7.10		
Bottom Ash from bottom ash pond		09/12/96	25122	17.59	19.69	1.21	9.95	23.30	37.82	66.74	75.96			20	40.27	1.85	7.80		
Bottom Ash from bottom ash pond		01/16/97	27676	13.15	18.81	2.53	12.78	29.25	48.13	76.34	87.39			0	44.01	2.02	10.60		
Bottom Ash from bottom ash pond		04/07/97	29317	22.17	28.35	2.30	4.80	8.80	14.80	31.10	51.90			20	35.77	1.61	8.80		
Bottom Ash from pond stockpile		06/04/97	31046	10.27	10.11	10.60	19.50	37.60	59.50	93.80	98.10			20	43.95	1.85	6.80		
Bottom Ash from bottom ash pond		10/10/97	34183	14.99	15.98	9.20	21.40	38.20	56.20	82.10	92.10			0		1.83	7.40		
Bottom Ash from bottom ash pond		12/02/97	35430	18.32	23.82	2.30	9.10	25.30	41.60	72.10	85.60			20		1.76	7.70		
Bottom Ash (processed)		07/27/98	40410	21.81	24.19	0.50	7.40	22.50	39.40	70.90	84.90			20		1.66	7.50		
Bottom Ash (processed)		10/13/98	42359	17.71	31.83	0.80	8.90	21.60	37.80	68.00	78.30			20		1.63	5.80		
Bottom Ash (processed)		02/25/99	47865	6.46	29.05	0.00	9.20	23.90	40.90	68.60	75.90			20		1.92	7.60		
Bottom Ash (processed)		10/10/97	34184	25.17	47.39	4.10	5.90	14.00	23.90	50.00	73.00			0		1.55	8.60		
Bottom Ash Fines (processed)		07/27/98	40411	15.72	39.84	0.60	5.70	15.70	28.10	57.30	77.00			20		1.68	7.80		
Bottom Ash Fines (processed)		10/13/98	42359	36.21	43.64	0.00	0.60	2.50	5.20	32.00	39.00			40		1.56	6.60		
Bottom Ash Oversize (processed)		10/13/98	42360	13.31	8.68	94.90	94.90	95.10	95.20	97.20	99.60			20		1.62	6.60		
Bottom Ash - Yorktown Stockpile		10/13/98	42361	18.95	20.61	2.50	10.90	52.80	63.20	75.50	78.90			20		1.65	4.50		
Bottom Ash Units 1 & 2 at Pond		04/10/95	21996	11.37	7.39	3.95	14.67	32.83	57.43	86.20	86.88			20	45.39	2.08	5.30		
Bottom Ash Units 1 & 2 at Pond		08/12/96	24780	11.63	13.54	3.05	9.51	20.59	37.12	58.73	66.65			20	47.20	2.13	7.30		
Bottom Ash Units 1 & 2 at Pond		06/04/97	31044	65.27	50.96	0.90	4.60	13.20	26.50	66.20	97.30			20	39.95	1.57	7.90		
Bottom Ash Units 3 & 4 at Pond		08/12/96	24781	15.36	29.45	7.68	10.98	17.37	27.76	47.73	62.38			20	41.20	1.89	6.60		
Bottom Ash Units 3 & 4 at Pond		06/04/97	31045	25.53	26.33	0.00	7.30	20.70	33.40	57.30	71.20			20	43.01	1.91	7.40		
Bottom Ash (Dog House)		05/22/96	22821	50.53	35.30	7.48	23.85	38.81	48.99	67.31	76.61			20	46.07	2.82	8.60		
Bottom Ash (Station Lab - Dog House)		06/28/96	23725	55.02	17.07	8.90	12.67	25.34	35.13	49.80	58.02			20	40.98	1.85	7.00		
Bottom Ash (Dog House)		05/22/96	22822	59.31	41.84	2.46	14.25	25.80	33.17	48.17	54.07			40	48.94	2.87	8.20		
Bottom Ash (Station Lab - Dog House)		06/28/96	23726	62.04	12.26	1.32	13.96	31.08	41.36	59.01	70.34			20	38.83	2.08	7.90		
Bottom Ash at Pond		04/10/95	21995	1.61	3.52	11.08	26.63	40.15	49.50	64.54	68.06			20	60.06	1.78	6.00		
Bottom Ash (Dog House)		05/22/96	22960	36.86	4.80	11.72	20.11	28.19	33.58	47.51	55.60			20	43.01	1.88	7.80		
Bottom Ash (Station Lab - Dog House)		06/27/96	23727	42.73	8.82	22.70	46.80	62.16	70.37	78.58	82.24			20	40.45	1.67	9.00		
Bottom Ash (Dog House - TRM/Julius Coal)		05/22/96	22979	57.09	38.10	7.90	18.31	28.43	38.22	61.29	72.94			20	42.95	1.87	8.70		
Bottom Ash (Station Lab - Dog House)		06/27/96	23728	45.16	25.04	22.88	37.75	50.63	61.63	74.03	78.23			20	40.58	1.58	9.30		

Analyzed By Virginia Power System Laboratory

NOTE: Total Sulfur represented as Sulfur Trioxide

Unit	Date Sampled	Sys Lab Number	Calcium Oxide % CaO	Aluminum Oxide % Al ₂ O ₃	Iron Oxide % Fe ₂ O ₃	Magnesium Oxide % MgO	Sodium Oxide % Na ₂ O	Potassium Oxide % K ₂ O	Silicon Dioxide % SiO ₂	Titanium Dioxide % TiO ₂	Sulfur Trioxide % SO ₃	Phosphorous Pentoxide % P ₂ O ₅	Barium Oxide % BaO	Manganese Oxide % MnO
CCBP														
Bottom Ash from bottom ash pond	11/02/95	19235	0.84	19.67	7.95	0.40	0.51	1.89	54.08	0.95	3.25	0.13	0.15	0.03
Bottom Ash from bottom ash pond	09/11/95	25248	1.65	20.60	11.35	0.32	0.31	1.96	48.95	1.60	1.56	0.16	0.11	0.04
Bottom Ash from bottom ash pond	09/12/96	25122	1.25	18.74	9.71	0.32	0.36	1.85	39.45	1.40	1.57	0.15	0.11	0.03
Bottom Ash from bottom ash pond	01/16/97	27676	1.16	23.81	14.11	0.32	0.43	2.20	52.11	1.37	1.61	0.22	0.13	0.03
Bottom Ash from bottom ash pond	04/01/97	29317	1.15	17.38	6.88	0.27	0.61	1.77	46.17	0.87	0.33	0.17	0.08	0.03
Bottom Ash from pond stockpile	06/04/97	31046	1.34	22.98	11.41	0.28	0.49	2.34	51.88	1.28	2.10	0.25	0.13	0.03
Bottom Ash from bottom ash pond	10/10/97	34183	0.84	21.29	13.24	0.30	0.51	2.76	52.97	1.28	3.12	0.11	0.19	0.05
Bottom Ash from bottom ash pond	12/02/97	35429	0.67	17.87	5.79	0.25	0.54	1.57	39.53	0.90	2.06	0.18	0.10	0.03
Bottom Ash from bottom ash pond	03/03/98	36665	0.76	20.82	10.09	0.22	0.39	2.04	48.48	1.15	3.28	0.21	0.11	0.04
Bottom Ash from bottom ash pond	10/13/98	42357	0.70	25.49	10.51	0.28	0.58	2.66	49.25	1.22	2.84	0.16	0.11	0.04
Bottom Ash from bottom ash pond	02/25/99	47864	0.90	20.77	10.95	0.27	0.54	2.67	46.23	1.22	2.57	0.14	0.12	0.04
Bottom Ash from bottom ash pond	02/10/99	62389	0.73	9.88	5.32	0.12	0.25	1.58	20.14	0.68	1.19	0.19	0.11	0.02
Bottom Ash (processed)	12/02/97	35430	0.78	21.11	9.92	0.28	0.38	1.94	47.00	1.07	2.08	0.16	0.10	0.04
Bottom Ash (processed)	07/27/98	40410	0.80	20.95	10.19	0.23	0.51	2.28	42.91	1.03	2.39	0.19	0.10	0.03
Bottom Ash (processed)	10/13/98	42358	0.78	20.26	10.04	0.22	0.50	1.95	44.56	1.15	3.44	0.14	0.11	0.03
Bottom Ash (processed)	02/25/99	47065	1.05	20.43	11.16	0.27	0.50	2.45	40.48	1.20	2.69	0.16	0.12	0.04
Bottom Ash Fines (processed)	10/10/97	34184	0.63	16.57	6.21	0.23	0.47	1.54	37.52	0.88	1.74	0.13	0.10	0.03
Bottom Ash Fines (processed)	07/27/98	40411	0.70	18.01	8.12	0.22	0.55	1.89	38.36	0.93	2.56	0.18	0.09	0.03
Bottom Ash Fines (processed)	10/13/98	42359	0.62	16.59	4.55	0.20	0.75	1.51	35.71	0.98	2.04	0.13	0.08	0.01
Bottom Ash Oversize (processed)	10/13/98	42360	0.91	23.35	15.97	0.23	0.62	2.16	51.00	1.33	3.08	0.15	0.16	0.03
Bottom Ash - Yorktown Stockpile	10/13/98	42361	0.48	13.30	5.16	0.15	0.39	1.24	32.13	0.77	2.38	0.07	0.07	0.01
Bottom Ash Units 1 & 2 at Pond	04/10/96	21996	0.63	24.17	14.97	0.23	0.46	2.89	51.41	1.17	1.56	0.20	0.11	0.03
Bottom Ash Units 1 & 2 at Pond	06/12/96	24780	1.09	22.07	10.69	0.36	1.01	2.30	50.66	1.46	1.71	0.23	0.15	0.03
Bottom Ash Units 1 & 2 at Pond	06/04/97	31044	0.36	12.11	3.55	0.17	0.57	1.04	25.31	0.75	1.83	0.12	0.06	0.01
Bottom Ash Units 3 & 4 at Pond	06/12/96	24781	0.62	20.35	6.92	0.32	0.59	2.23	45.92	1.28	2.97	0.63	0.09	0.03
Bottom Ash Units 3 & 4 at Pond	06/04/97	31045	1.13	23.73	10.72	0.27	0.63	2.28	52.43	1.45	0.62	0.16	0.13	0.03
Bottom Ash at Pond	04/10/96	21995	0.83	22.31	16.68	0.25	0.46	2.54	45.57	1.03	2.87	0.21	0.12	0.03
Bottom Ash (Dog House)	05/22/96	22821	0.64	16.21	4.76	0.18	0.70	1.43	35.53	0.83	3.07	0.18	0.06	0.01
Bottom Ash (Dog House)	05/22/96	22822	0.59	17.10	4.70	0.18	0.46	1.72	36.30	0.83	3.35	0.19	0.07	0.01
Bottom Ash (Dog House)	05/29/96	22880	1.19	25.22	7.96	0.27	0.50	2.57	48.31	1.47	0.70	0.27	0.09	0.03
Bottom Ash (Dog House - TB/Mullens Coal)	05/23/96	22979	1.33	19.56	6.53	0.27	0.63	1.76	37.91	1.13	0.85	0.29	0.09	0.01
Bottom Ash (Station Lab - Dog House)	06/28/96	23725	0.78	23.60	4.26	0.27	0.94	1.78	56.07	1.02	1.90	0.29	0.07	0.03
Bottom Ash (Station Lab - Dog House)	06/28/96	23726	0.64	23.37	4.93	0.25	0.47	1.85	56.22	1.87	1.17	0.23	0.08	0.03
Bottom Ash (Station Lab - Dog House)	06/27/96	23727	2.41	23.90	7.16	0.35	0.49	1.94	53.55	1.70	0.81	0.24	0.11	0.03
Bottom Ash (Station Lab - Dog House)	06/27/96	23728	3.65	23.15	6.15	0.41	0.75	1.73	51.90	1.73	0.64	0.26	0.10	0.03
Fly Ash Conditioned from ash structural fill	05/07/96	22816	2.22	21.88	7.63	0.27	0.43	2.12	42.10	1.15	6.44	0.27	0.11	0.03
Fly Ash Conditioned from truck	08/12/96	24747	0.92	22.60	6.05	0.35	0.53	2.79	52.33	1.67	1.67	0.30	0.12	0.03

Fly Ash Conditioned from truck	01/16/97	27675	1.19	24.26	8.15	0.38	0.51	2.66	49.44	1.50	1.02	0.28	0.13	0.03
Fly Ash Conditioned from ash structural fill	04/01/97	29316	1.44	22.82	9.56	0.36	0.49	2.38	48.31	1.30	1.03	0.53	0.13	0.03
Fly Ash Conditioned from ash structural fill	06/04/97	31039	1.64	21.92	7.26	0.28	0.65	2.13	44.35	1.28	3.77	0.34	0.12	0.03
Fly Ash Conditioned from ash structural fill	10/10/97	34195	0.96	23.16	6.93	0.32	0.57	2.36	47.75	1.45	0.87	0.25	0.19	0.04
Fly Ash Conditioned from ash structural fill	03/03/98	36666	0.90	22.98	6.75	0.20	0.47	2.38	47.11	1.27	3.41	0.22	0.15	0.03
Fly Ash Conditioned from ash structural fill	07/27/98	40409	0.96	22.26	8.09	0.27	0.54	2.40	41.95	1.15	3.05	0.25	0.21	0.03
Fly Ash Conditioned from ash structural fill	10/13/98	42356	0.84	23.43	6.39	0.28	0.55	2.60	44.05	1.22	2.90	0.15	0.11	0.03
Fly Ash Conditioned from ash structural fill	02/25/99	47063	1.13	23.96	7.94	0.28	0.40	2.84	47.28	1.55	2.09	0.30	0.13	0.03
Fly Ash Conditioned from truck	02/10/00	62419	1.19	11.88	4.37	0.16	0.46	1.94	22.16	0.89	0.50	0.40	0.13	0.02
Fly Ash Conditioned with cement kiln dust	10/24/97	34488	37.18	3.70	2.04	1.76	0.69	5.22	14.06	0.18	11.94	0.04	0.03	0.04
Fly Ash ESP Hopper 1-ADF-HPR-1B2	05/22/96	22815	1.01	22.88	5.19	0.22	0.32	2.29	47.92	1.32	1.91	0.26	0.09	0.01
Fly Ash ESP Hopper 1A (Station Lab)	06/28/96	23729	0.71	21.99	3.80	0.23	0.19	1.73	52.58	1.77	0.79	0.28	0.08	0.03
Fly Ash ESP Hopper 1B (Station Lab)	08/28/96	23730	0.71	21.99	3.82	0.25	0.20	1.76	46.81	1.72	1.21	0.27	0.06	0.03
Fly Ash ESP Hopper	01/16/97	27671	1.04	18.95	7.63	0.32	0.32	2.05	43.51	1.17	1.04	0.26	0.12	0.03
Fly Ash ESP Hoppers	06/04/97	31040	1.92	21.09	7.18	0.28	0.35	2.08	44.75	1.17	0.35	0.30	0.13	0.03
Fly Ash ESP Hopper 2-ADF-HPR-1	05/22/96	22816	0.88	23.32	4.69	0.23	0.32	2.06	47.81	1.23	1.90	0.23	0.09	0.01
Fly Ash ESP Hopper 2-ADF-HPR-2	05/22/96	22817	6.63	38.01	4.25	0.32	0.61	1.82	38.69	1.02	5.46	0.63	0.07	0.01
Fly Ash ESP Hopper 2A (Station Lab)	06/28/96	23731	0.64	21.77	4.29	0.23	0.19	1.78	50.92	1.73	1.04	0.25	0.06	0.03
Fly Ash ESP Hopper 2B (Station Lab)	06/28/96	23732	0.60	21.54	4.10	0.22	0.19	1.67	51.51	1.65	0.67	0.23	0.07	0.03
Fly Ash ESP Hopper	01/16/97	27672	1.40	21.29	7.51	0.36	0.38	2.00	41.52	1.38	5.17	0.36	0.15	0.03
Fly Ash ESP Hopper A side	04/16/97	29790	4.31	21.39	7.53	0.48	0.77	1.25	28.30	0.75	3.82	0.25	0.09	0.03
Fly Ash ESP Hopper B side	04/16/97	29791	2.99	14.45	6.78	0.43	0.62	1.26	27.88	0.80	1.03	0.15	0.09	0.03
Fly Ash ESP Hoppers	06/04/97	31041	1.78	22.10	7.25	0.28	0.35	2.41	48.24	1.37	0.69	0.24	0.13	0.03
Fly Ash ESP Hopper 3-ADF-HPR-2B	04/10/96	21998	1.04	24.75	12.27	0.27	0.46	2.84	47.56	1.27	1.69	0.40	0.11	0.03
Fly Ash ESP Hopper 3-ADF-HPR-83	04/10/96	21999	0.91	24.28	12.02	0.25	0.44	2.81	47.41	1.23	1.78	0.37	0.10	0.03
Fly Ash ESP Hopper 3-ADF-HPR-11A	05/29/96	22997	1.13	24.28	6.32	0.27	0.35	2.81	53.35	1.35	0.35	0.24	0.09	0.03
Fly Ash ESP Hopper 3-ADF-HPR-1B	05/29/96	22998	1.12	24.45	7.26	0.25	0.35	2.64	51.75	1.45	0.77	0.28	0.09	0.03
Fly Ash ESP Hopper 3-ADF-HPR-2A	05/29/96	22999	1.15	24.30	8.29	0.28	0.35	2.66	52.22	1.40	0.35	0.27	0.09	0.03
Fly Ash ESP Hopper 3-ADF-HPR-2B	05/29/96	23000	1.09	24.73	7.94	0.28	0.35	2.83	54.53	1.35	0.83	0.33	0.09	0.03
Fly Ash ESP Hopper 3A1 (Station Lab)	06/27/96	23733	3.02	23.07	6.15	0.33	0.27	1.77	54.81	1.70	1.20	0.31	0.09	0.04
Fly Ash ESP Hopper 3A2 (Station Lab)	06/27/96	23734	3.08	22.86	6.08	0.33	0.26	1.75	53.95	1.65	1.32	0.25	0.09	0.04
Fly Ash ESP Hopper 3B1 (Station Lab)	06/27/96	23735	2.99	22.99	6.28	0.33	0.26	1.77	48.76	1.66	1.12	0.30	0.10	0.04
Fly Ash ESP Hopper 3B2 (Station Lab)	06/27/96	23736	3.22	23.07	6.49	0.33	0.26	1.73	55.75	1.67	1.37	0.31	0.10	0.04
Fly Ash ESP Hopper	01/16/97	27673	1.26	24.20	8.55	0.36	0.39	2.41	42.03	1.48	1.74	0.30	0.15	0.03
Fly Ash ESP Hoppers	06/04/97	31042	1.11	22.98	9.51	0.28	0.35	2.53	50.66	1.38	2.01	0.22	0.13	0.03
Fly Ash ESP Hoppers	12/02/97	35438	0.84	24.90	11.39	0.32	0.35	2.24	49.82	1.23	2.70	0.22	0.17	0.03
Fly Ash ESP Hopper 4-ADF-HPR-4B2	06/22/96	23012	0.78	20.80	5.15	0.32	0.32	2.16	35.62	1.27	0.82	0.30	0.07	0.01
Fly Ash ESP Hopper 4A1 (Station Lab)	06/27/96	23737	3.69	21.71	5.83	0.38	0.27	1.68	48.11	1.57	1.38	0.32	0.11	0.04
Fly Ash ESP Hopper 4A2 (Station Lab)	06/27/96	23738	3.71	21.71	5.66	0.38	0.27	1.66	49.87	1.57	2.60	0.31	0.10	0.04
Fly Ash ESP Hopper 4B1 (Station Lab)	06/27/96	23739	3.47	22.07	5.73	0.36	0.28	1.72	51.13	1.62	1.16	0.30	0.10	0.04
Fly Ash ESP Hopper 4B2 (Station Lab)	06/27/96	23740	3.69	21.58	6.03	0.38	0.28	1.70	49.65	1.62	1.21	0.33	0.11	0.04
Fly Ash ESP Hopper	01/16/97	27674	1.19	24.28	8.15	0.38	0.51	2.36	49.44	1.50	1.02	0.28	0.13	0.03
Fly Ash ESP Hoppers	06/04/97	31043	0.98	22.24	8.82	0.27	0.36	2.26	46.77	1.33	1.86	0.19	0.12	0.03
Fly Ash ESP Hoppers	12/02/97	35439	0.91	23.32	9.71	0.32	0.36	2.29	43.90	1.22	2.07	0.30	0.17	0.03

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DOMINION SYSTEM LABORATORY

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REPORT PRODUCED ON 9/21/2001

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TCLP TOXICITY TEST RESULTS

The TCLP Procedure simulates the leaching a waste will undergo if disposed of in an improperly designed sanitary landfill. In this test a representative sample is extracted with extraction fluid in a rotary agitation device for 20 hours. The extract obtained from the TCLP extraction procedure is then digested and analyzed for the eight (8) metals; arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver. If the TCLP extract contains any one of the eight metals in an amount equal to or exceeding the levels set in 40 CFR 261.24, then the waste has the characteristics of Extraction Procedure Toxicity, and is a hazardous waste.

The TCLP Toxicity maximum for the eight (8) metals is as follows

Arsenic as As	5000 ppb	Lead as Pb	5.0 PPM
Barium as Ba	100.0 PPM	Mercury as Hg	200 ppb
Cadmium as Cd	1.0 PPM	Selenium as Se	1000 ppb
Chromium as Cr	5.0 PPM	Silver as Ag	5000 ppb

Location: CHESAPEAKE

Submitter: BRUCE SHRADER

Unit: 0

Sample Date: 8/21/2001

Description : CONDITIONED FLY ASH FROM ASH STRUCTURE FILL (TRUCK)

System Laboratory Number: 285796

Parameter	Result
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Arsenic as As, ppb	< 10.
Barium as Ba, PPM	0.91
Cadmium as Cd, PPM	0.05
Chromium as Cr, PPM	0.15
Lead as Pb, PPM	0.65
Mercury as Hg, ppb	1.
Selenium as Se, ppb	74.
Silver as Ag, ppb	0.4

DOMINION SYSTEM LABORATORY

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TCLP TOXICITY TEST RESULTS

The TCLP Procedure simulates the leaching a waste will undergo if disposed of in an improperly designed sanitary landfill. In this test a representative sample is extracted with extraction fluid in a rotary agitation device for 20 hours. The extract obtained from the TCLP extraction procedure is then digested and analyzed for the eight (8) metals; arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver. If the TCLP extract contains any one of the eight metals in an amount equal to or exceeding the levels set in 40 CFR 261.24, then the waste has the characteristics of Extraction Procedure Toxicity, and is a hazardous waste.

The TCLP Toxicity maximum for the eight (8) metals is as follows

Arsenic as As	5000 ppb	Lead as Pb	5.0 PPM
Barium as Ba	100.0 PPM	Mercury as Hg	200 ppb
Cadmium as Cd	1.0 PPM	Selenium as Se	1000 ppb
Chromium as Cr	5.0 PPM	Silver as Ag	5000 ppb

Location: CHESAPEAKE

Submitter: BRUCE SHRADER

Unit: 0

Sample Date: 9/21/2001

Description : BOTTOM ASH FROM BOTTOM ASH POND

System Laboratory Number: 285794

Parameter	Result
Arsenic as As, ppb	< 10.
Barium as Ba, PPM	1.17
Cadmium as Cd, PPM	< 0.05
Chromium as Cr, PPM	< 0.15
Lead as Pb, PPM	< 0.65
Mercury as Hg, ppb	< 1.
Selenium as Se, ppb	< 10.
Silver as Ag, ppb	< 0.4

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Local Government Ordinance
Certification

Chesapeake, Virginia
Etheridge Greens Golf Course

This is to certify that the placement of Coal Combustion By-Products in accordance with Regulation 9 VAC 20-84-1 et seq., regulation governing management of Coal Combustion By-Products as proposed by Combustion Products Management at the Etheridge Greens Golf Course, is consistent with all local ordinances.

Signature: Dale Ware

Title: Zoning Inspector

Date: 3/04/2000

Governing Authority: UP-01-03
Stipulation #12

Address: Chesapeake Office of
Zoning Administration
304 Cedar Road
Chesapeake, VA 23322

June 25, 2001

James R. Bradford
Hassell & Folkes, P.C.
325 Volvo Parkway
Chesapeake, VA 23320

Re: UP-01-03: PROJECT: Etheridge Greens. APPLICANT: Robert S. Diberardinis. AGENCY: Hassell & Folkes, P.C. PROPOSAL: A conditional use permit to construct & operate a golf course, golf driving range & related facilities on a 217+ acre site. ZONE: A-1 Agricultural District. SIC CODE: 7992, 7999. LOCATION: Southeast corner of the intersection of Centerville Turnpike & Whittamore Road. TAX MAP SECTION/PARCEL: 062000000020. BOROUGH: Butts Road.

Dear Mr. Bradford:

The application for the above referenced Conditional Use Permit Application was considered and approved with stipulations by City Council at its meeting on June 20, 2001. Enclosed are the appropriate papers that have been processed in this regard.

In addition, the Chesapeake Zoning Ordinance establishes time limitations for use permits, and after the time period the permit will expire unless the use commences or extensions are granted. The Zoning Ordinance provides for an initial time limit of two years (unless a shorter time is specified by City Council at the time of issuance), during which time period the use authorized must commence or the use permit will automatically expire. Specific questions concerning these time limitations and procedures for extending time limitations should be directed to the Zoning Administrator, who is located in the Chesapeake Department of Inspections in the City Hall Building. The telephone number is 382-6240.

As a reminder, the sign posted at this site for the purpose of advertising the proposed action must be removed from the property within five (5) days following the action taken by Council (Chapter 16, Section 105(A)(6) of the City of Chesapeake Zoning Ordinance). Failure to do so is in violation of the City's Zoning Ordinance. Also, a final construction plan may be required prior to the issuance of a building permit. Please contact the Chesapeake Planning Department if you have any questions or need assistance with this matter.

Sincerely,



Dolores A. Moore, CMC/AAE
City Clerk

DAM:blp

cc: Planning, Public Works, Real Estate, Zoning

Docket Letter: G

FOR PLANNING DEPARTMENT USE ONLY

DATE APPLICATION FILED: February 12, 2001

APPLICATION #: UP-01-03

AMOUNT OF APPLICATION FEE PAID: \$225.00

PIV NUMBER: 194490

DATE APPLICATION DETERMINED TO BE COMPLETE: February 14, 2001

APPLICATION REVIEWED/ACCEPTED BY: Gary Pusey

PLANNING COMMISSION ACTION:

DATE OF PUBLIC HEARING: April 11, 2001

ACTION: Continued to the May 9, 2001 Public Hearing

DATE OF PUBLIC HEARING: May 9, 2001

ACTION: Approved with the following stipulations:

- *1. As agreed upon by the applicant, the applicant shall be responsible for providing a left turn lane on Centerville Turnpike at Whittamore Road prior to the initial delivery of fly ash to the site.
- *2. As agreed upon by the applicant, the applicant shall be responsible for providing a minimum twenty-four (24) foot width of pavement on Whittamore Road from the project entrance to the intersection of Centerville Turnpike. These improvements shall be completed prior to the initial delivery of fly ash to the site.
3. A subdivision plat shall be submitted for recordation prior to final site plan approval for the purpose of providing a 45 foot right-of-way reservation along Centerville Turnpike and any right-of-way dedication that may be necessary for ditch and shoulder improvements along Centerville Turnpike, as determined by the Department of Public Works.
4. As agreed upon by the applicant, the applicant shall implement corrective measures to ensure the safety of motorists along Centerville Turnpike and Whittamore Road from errant golf balls if required by the Department of Public Works.

Chesapeake Planning Commission
May 9, 2001 Public Hearing

UP-01-03 Etheridge Greens (continued)

5. As agreed upon by the applicant, an enhanced street buffer varying from 10 feet to 50 feet in width will be provided along Centerville Turnpike and Whittamore Road in order to soften the appearance from the public rights-of-way and to avoid a rigid linear effect. Landscaping shall be subject to approval by the City Arborist.
6. The applicant agrees that a 5 percent tree canopy coverage of the property shall be provided prior to finalization and formal opening of the golf course. The canopy coverage shall be accomplished through a combination of reforestation areas, street buffers and plantings internal to the golf course, subject to approval by the City Arborist. Reforestation areas shall be planted with large and small canopy tree seedlings a minimum of 6" to 12" in height at the time of planting and at a spacing of one tree per 400 sq. ft., subject to approval by the City Arborist. Street buffer trees and internal golf course trees shall be in accordance with the specifications of the Chesapeake Zoning Ordinance.
7. A dry hydrant shall be provided drawing supply from the proposed lake in accordance with the PFM prior to the issuance of a certificate of occupancy.
8. If approved by the City Council, the building setback for the Maintenance Building shall be at least 50 feet from the right-of-way reservation line along Whittamore Road. Landscaping, subject to approval by the City Arborist, shall be provided that screens the Maintenance Building from public view from the street if the setback is approved to be less than 150 feet.
9. A 12' x 35' loading space shall be indicated on the final site plan and provided prior to the issuance of a certificate of occupancy.
10. In the event any private potable well located within a 2,000 foot radius of the subject property's boundaries fails due to contamination or diminution of groundwater, the applicant agrees to promptly provide a replacement well equal in water quality to the failed well. The applicant agrees that he will provide such replacement wells upon receiving a complaint of well damage unless professional hydraulic and/or water quality studies show conclusively that the diminution of groundwater and/or contamination was not caused or contributed to by the construction or operation of the golf course and related facilities. The applicant agrees to post and maintain a twenty-four hour telephone number at the entrance to the site during construction of the golf course to ensure an immediate response to local

Chesapeake Planning Commission
May 9, 2001 Public Hearing

UP-01-03 Etheridge Greens (continued)

inquiries. The applicant's obligations under this stipulation shall apply only to potable wells existing at the time that construction of the golf course begins and shall expire seven (7) years from the date of the approval of this conditional use permit (UP-01-03).

11. The applicant acknowledges that it is his legal responsibility to ensure safe public drinking water to his patrons. As such the developer agrees that he shall monitor the domestic water supply for the clubhouse and have prepared water quality reports by an independent consultant on a semi-annual basis. Such report shall be filed with the State Water Control Board with a copy provided to the City of Chesapeake Health Department. The term of these reports shall extend from six (6) months from the date of the initial land disturbance to two (2) years after the formal opening of the golf course.
12. The applicant shall fully comply with all applicable state, local, and federal laws relating to the use of "fly ash" or other coal combustion byproduct in the construction and maintenance of the golf course and related features. The applicant further agrees that no more than four (4) acres of uncovered fly ash or similar byproduct will be exposed at any given time and that the maximum period of exposure, from the time of delivery to the time of topsoil coverage will be seven (7) days. In addition, the applicant shall take all necessary action to prevent the fly ash from being carried by winds to neighboring properties by maintaining the condition of the fly ash, to include, at a minimum, watering on a regular basis.
13. As agreed upon by the applicant, the clubhouse and maintenance building will be constructed with either brick, block with brick appearance, split block or other stone/masonry veneer, with colors and materials to be approved by the Planning Director or designee prior to the issuance of a building permit.
14. In accordance with Section 12-406.E. of the Chesapeake Zoning Ordinance, prior to the issuance of a building permit associated with this conditional use, the building plan must be certified by an acoustical engineer as meeting the noise level reduction (NLR) standards established by the U.S. Navy for buildings located within AICUZ noise zone greater than 75 dB Ldn (noise zone 3). Certification by an acoustical engineer that such sound abatement procedures have been installed shall be provided prior to issuance of a certificate of occupancy for such building or structure.

Chesapeake Planning Commission
May 9, 2001 Public Hearing

UP-01-03 Etheridge Greens (continued)

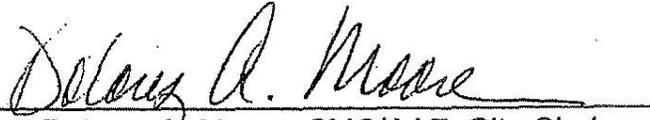
15. In accordance with Section 12-407 of the Chesapeake Zoning Ordinance, the following statement shall be included on the final site plan: "This development is located partially or wholly within an aircraft noise and/or accident zone and may be subject to above average noise levels (including noise levels experienced in United States Navy AICUZ noise zone greater than 75 dB Ldn, noise zone 3) or to aircraft accidents."

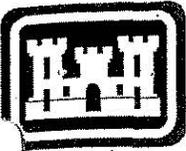

Dorothy M. Kowalsky, Recording Secretary

CITY COUNCIL ACTION:

DATE OF PUBLIC HEARING: June 20, 2001

ACTION: Approved with above stipulations.


Dolores A. Moore, CMC/AEE, City Clerk



U.S. Army Corps of Engineers
Norfolk District, Eastern Virginia Regulatory Section
803 Front Street
Norfolk, Virginia 23510

November 5, 2001

Project Number: 01-R1971

Waterway: Pocaty Creek

1. Participant:

Etheridge Green
c/o Stokes Environmental Associates, Ltd.
4101 Granby Street Suite 404
Norfolk, Va 23504-1117

2. Authorized Agent:

Stokes Environmental Associates, Ltd.
4101 Granby Street Suite 404
Norfolk, Va 23504-1117

3. Address of Job Site:

Located east of Centerville Turnpike, south of Whittamore Rd, and north of Murray Dr. in Chesapeake (TMN 0620000000020)

4. Project Description:

You requested a jurisdictional determination on 215 acres of cropland and 1 acre of woodland. This parcel is being considered for development as a golf course.

5. Findings

On November 1, 2001, Mr. Steven Martin of my staff met with a representative of Stokes Environmental Associates to examine the property described in part 3 above.

After evaluating both offsite data (Norfolk County Soil Survey, NWI maps, and multiple years of aerial photography) and on site data, we have determined that there are no jurisdictional wetlands regulated under Section 404 of the Clean Water Act present on this property. However, there are portion of 2 channelized headwater streams located on this property. These headwater streams are considered waters of the United States and are tributaries of Pocaty Creek, a tributary of the North Landing River. The location and extent of these headwater streams are depicted on the attached aerial photograph.

Work in these headwater streams is regulated under Section 404 of the Clean Water Act. The waters on this parcel are waters of the United States and part of a tributary system to interstate waters (33 CFR 328.3(a)).

This jurisdictional determination is valid for a period of five years from the date of this letter unless new information warrants revision of the determination before the expiration date. Please be advised that this letter does not constitute authorization to fill waters of the United States on these parcels.

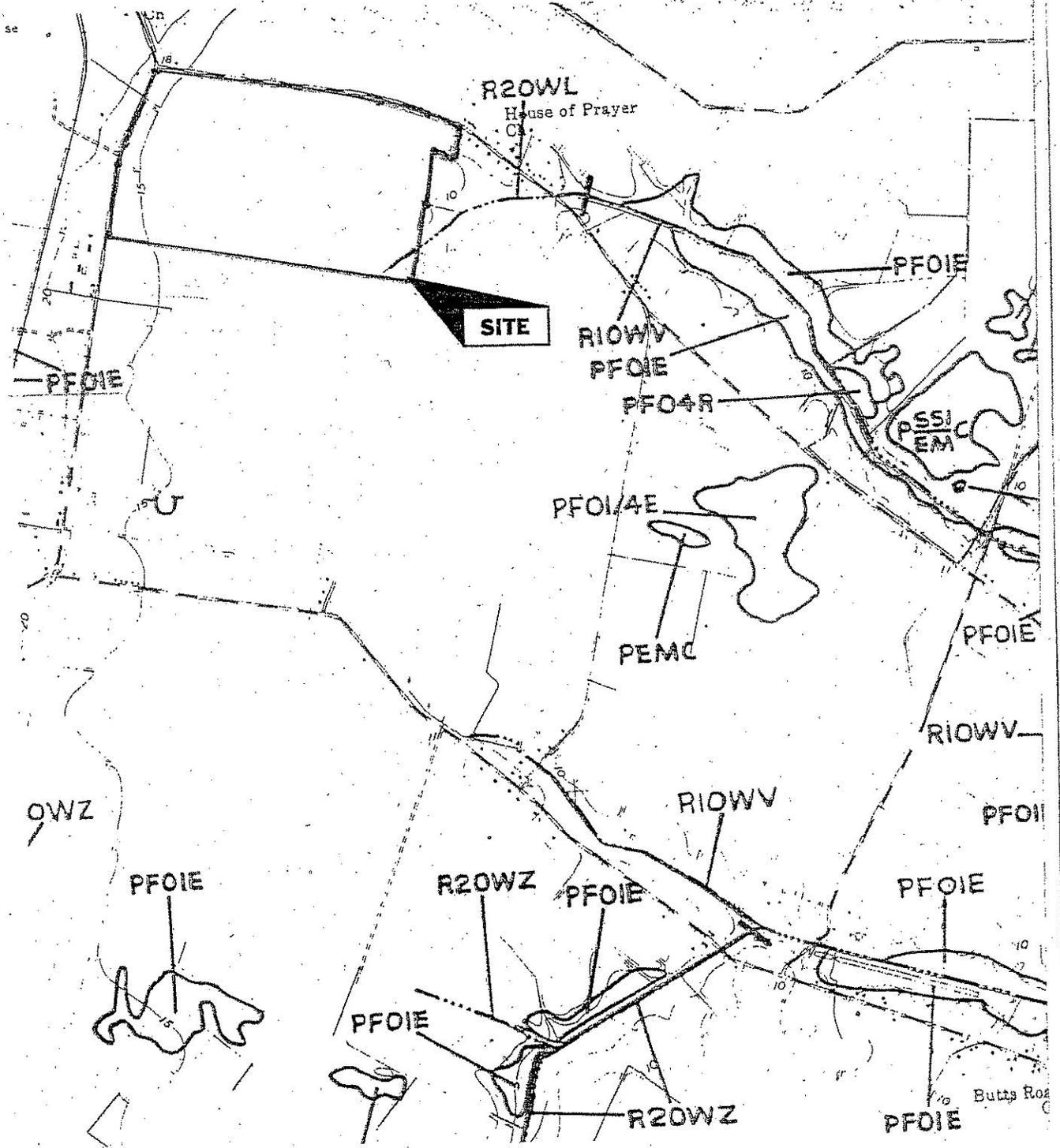
Copy Furnished :

Planning Department, Chesapeake
DEQ, Virginia Beach
Natural Resources Conservation Service, Chesapeake

6. Corps Contact: Steven Martin at (757) 441-7787.

for 

Nicholas L. Konchuba
Chief, Eastern Virginia
Regulatory Section



**STOKES
ENVIRONMENTAL
ASSOCIATES, LTD.**

WETLANDS MAP

(National Wetlands Inventory Map)

Project Name: Etheridge Greens Site

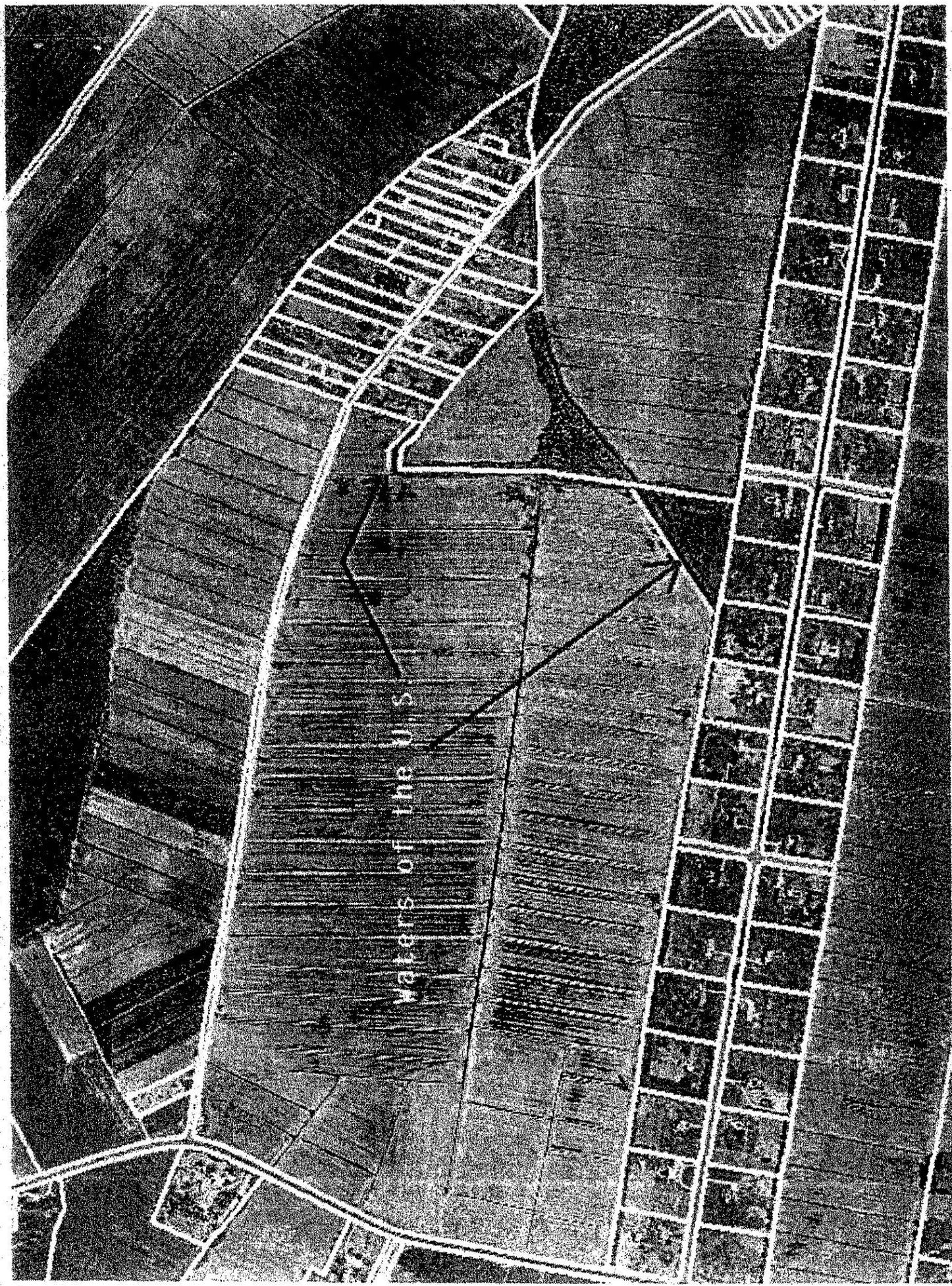
Project Number: SEA 01-1359.3

Date: 1973

Scale: 1" = 2,000'

Source: USDI, Fish and Wildlife Service, Fentress Quadrangle

WATERS OF THE U.S.



9



Hassell & Folkes, P.C.
Engineers Surveyors Planners

S. Grey Folkes, Jr., P.E.
Leigh Anne Folkes, P.E.
Wymer W. Manning, III, P.E.
John A. O'Connor, P.E.
Greg R. Deubler, P.E.
Donald N. Jennings, P.E.
Christopher D. Capozzi, L.S.
James R. Bradford, C.L.A.

T. Ray Hassell III, L.S.
(1932-1984)
Stradford G. Folkes, P.E.
Consultant

March 4, 2002

Mr. Robert DiBerardinis, PGA GCSAA
National Director of Golf Management
Combustion Products Management
1229 Kingsbury Drive
Chesapeake, VA 23322

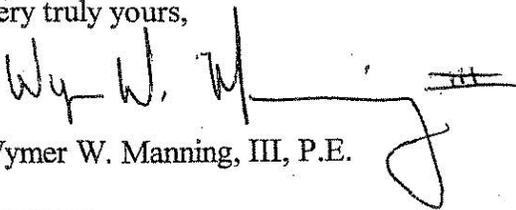
RE: **ETHERIDGE GREENS GOLF COURSE**
(CHESAPEAKE, VIRGINIA)

Dear Mr. DiBerardinis:

We have reviewed the Commonwealth of Virginia, "Regulation Governing Management of Coal Combustion By-Products" (VR 672-20-20) and certify that the referenced project meets the locational restrictions of Part III, Article 1, § 3.1 of this regulation.

Should you have any questions or require additional information, please do not hesitate to contact our office. Trusting this is as you require, we remain,

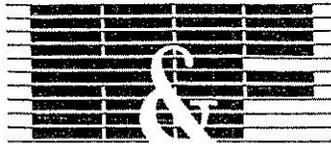
Very truly yours,



Wymer W. Manning, III, P.E.

WMW/kb

10



Hassell & Folkes, P.C.
Engineers Surveyors Planners

S. Grey Folkes, Jr., P.E.
Leigh Anne Folkes, P.E.
Wymer W. Manning, III, P.E.
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March 4, 2002

Mr. Robert DiBerardinis, PGA GCSAA
National Director of Golf Management
Combustion Products Management
1229 Kingsbury Drive
Chesapeake, VA 23322

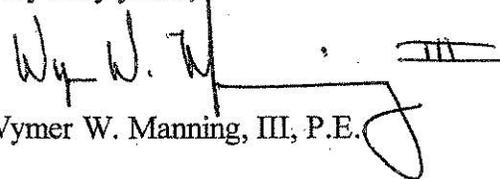
RE: ETHERIDGE GREENS GOLF COURSE
(CHESAPEAKE, VIRGINIA)

Dear Mr. DiBerardinis:

We have reviewed the Commonwealth of Virginia, "Regulation Governing Management of Coal Combustion By-Products" (VR 672-20-20) and certify that the referenced project has been designed in accordance with the standards of Part III, Article 2, § 3.2 of this regulation.

Should you have any questions or require additional information, please do not hesitate to contact our office. Trusting this is as you require, we remain,

Very truly yours,


Wymer W. Manning, III, P.E.

WMW/kb



RECEIVED
FEB 16 2002

BY:.....

COMMONWEALTH of VIRGINIA

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

DEPARTMENT OF ENVIRONMENTAL QUALITY

5636 Southern Boulevard
Virginia Beach, VA 23462
Fax (757) 518-2103
www.deq.state.va.us

Robert G. Burnley
Director

Francis L. Daniel
Tidewater Regional Director
(757) 518-2000

February 13, 2002

Mr. Mark L. Baker, P.E.
Director of Operations
Combustion Products Management
502 Huntington Road
Easley, SC 29642

RE: Permit No. VAR450741 VPDES Storm Water General Permit
Coverage For Etheridge Green Golf Course Development, Chesapeake, VA

Dear Mr. Baker:

The staff has reviewed your complete registration for Storm Water General Permit coverage and determined this facility is eligible for coverage under the VPDES General Permit for Storm Water Discharges From Construction Sites. The effective date of your coverage under this general permit is February 13, 2002. Please read the enclosed permit carefully as you are responsible for meeting all permit conditions. In particular, please note that a site specific Storm Water Pollution Prevention Plan must be developed prior to commencement of land disturbing activity.

Should you have any questions, please do not hesitate to contact Carolyn Putnam at 518-2146.

Sincerely,

James R. McConathy
Water Permit Manager

Enclosure: Permit and Termination Form

cc: DEQ - TRO File
Ms. Cheryl A. Cole, P.E., Stormwater Administrator, Dept. of Public Works, Chesapeake

cc: STOKES ENVIRONMENTAL ASSOC.
Bobby DiBerardinis - CPM
DAVE BRISTON - DAMMIUM

STEVE BENZA - CPM
FILE

**STOKES
ENVIRONMENTAL
ASSOCIATES, LTD.**

**STORMWATER POLLUTION PREVENTION PLAN
ETHERIDGE GREENS SITE
GOLF COURSE DEVELOPMENT
CHESAPEAKE, VIRGINIA**

**PREPARED FOR:
COMBUSTION PRODUCTS MANAGEMENT
C/O MR. MARK L. BAKER, P.E.
502 HUNTINGTON ROAD
EASLEY, SOUTH CAROLINA 29642**

**PREPARED BY:
STOKES ENVIRONMENTAL ASSOCIATES, LTD.
PROJECT NUMBER SEA 01-1359.3
10 JANUARY 2001**

12

Page 1 of 1
 Chesapeake - Endangered
 Species

Subj: Re: Etheridge Green
 Date: 12/3/2001 4:54:40 PM Eastern Standard Time
 From: twilcox@dgif.state.va.us
 To: StokesEA@aol.com
 File: TomWilcox.vcf (130 bytes) DL Time (TCP/IP): < 1 minute
 Sent from the Internet (Details)

Tom:

I could not remember if you needed this on letterhead of e-mail. Please advise again.

* Pursuant to our 14 November 2001 letter and our follow-up conversation concerning the habitat type at the project site and potential adverse impacts upon the state endangered canebrake rattlesnake, we offer the following comments. Since the appropriate habitat (i.e., forested wetlands) is not available at the project site, we do not anticipate significant adverse impacts upon the canebrake rattlesnake to result from project activities.

Please call me if you have any further questions.

Tom Wilcox
 Environmental Services Section
 Virginia Dept. of Game and Inland Fisheries
 4010 West Broad Street
 Richmond, VA 23230
 804/367-8998
 804/367-2427 (fax)
 Pager - 659-3326
 twilcox@dgif.state.va.us

>>> <StokesEA@aol.com> 11/16/01 12:51PM >>>

Dear Tom,

As per our discussion, the proposed 215 acre Etheridge Green golf course in Chesapeake, Virginia is within 0.25 mile of a documented canebrake rattlesnake location, as per DGIF letter of 14 November 2001 (ESSLOG #15716).

The property includes an approximate 214 acre intensively cultivated farm field and approximate one acre power line right of way. The farm field and ROW have been reviewed by Stokes Environmental wetland scientists and the U.S. Army Corps of Engineers, and confirmed to contain no jurisdictional wetlands. A portion of the large ditch on the site is considered to be a "waters of the US" due to perennial flow.

The one acre ROW is periodically bush-hogged for maintenance purposes. While several logs are present in the ROW, it does not contain wetlands and does not appear to contain significant hibernacula of the canebrake.

Your confirmation that development of a golf course on the site will not affect state listed endangered or threatened species, or critical habitats of such species, would be greatly appreciated.

Have a great weekend!

Sincerely,
 Tom Stokes

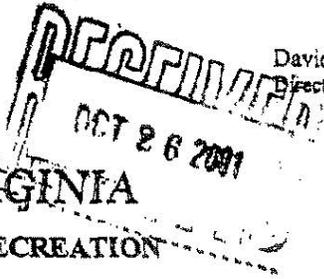
Thomas L. Stokes, Jr.
Stokes Environmental Associates, Ltd.
 www.stokesenvironmental.com
 StokesEA@aol.com
 4101 Granby Street, Suite 404
 Norfolk, Virginia 23504
 (757) 623-0777 voice
 (757) 623-2785 fax

Chesapeake
Endangered Species

Jesse

James S. Gilmore, III
Governor

John Paul Woodley, Jr.
Secretary of Natural
Resources



David G. Brickley
Director

COMMONWEALTH of VIRGINIA

DEPARTMENT OF CONSERVATION AND RECREATION

217 Governor Street, 3rd Floor

TDD (804) 786-2121 Richmond, Virginia 23219 (804) 786-7951 FAX (804) 371-2674

<http://www.state.va.us/~dor/vaher.html>

October 24, 2001

Mr. Thomas Stokes
Stokes Environmental Associates, Ltd.
4101 Granby Street, Suite 404
Norfolk, VA 23504

Re: Etheridge Green, Centerville Turnpike, Chesapeake, VA

Dear Mr. Stokes:

The Department of Conservation and Recreation's Division of Natural Heritage (DCR) has searched its Biological and Conservation Data System (BCD) for occurrences of natural heritage resources from the area outlined on the submitted map. Natural heritage resources are defined as the habitat of rare, threatened, or endangered plant and animal species, unique or exemplary natural communities, and significant geologic formations.

According to the information currently in our files, the canebrake rattlesnake (*Crotalus horridus atricaudatus*, G5TUQ/S1/NF/LE) has been documented within 0.25 miles of the project site. Dispersing individuals may occasionally enter the property, although croplands are not prime habitat for this species.

The canebrake rattlesnake inhabits hardwood and mixed hardwood-pine forests, cane thickets and the ridges and glades of swampy areas. Canebrake rattlesnakes are generally terrestrial and feed on a variety of small animals (Mitchell & Schwab, 1991). This species is widespread throughout the southeast, but reaches the northern limit of its range in Virginia where it is known from only six counties. The primary threats to this species are the loss of habitat due to development activities and persecution (Mitchell, 1994). Please note that this species is currently classified as endangered by the Virginia Department of Game and Inland Fisheries (VDGIF). For this reason, DCR recommends coordination with VDGIF in order to comply with protected species legislation.

Under a Memorandum of Agreement established between the Virginia Department of Agriculture and Consumer Services (VDACS) and the Virginia Department of Conservation and Recreation (DCR), DCR represents VDACS in comments regarding potential impacts on state-

listed threatened and endangered plant and insect species. The current activity will not affect any documented state-listed plants or insects.

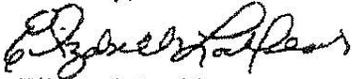
In addition, our files do not indicate the presence of any State Natural Area Preserves under DCR's jurisdiction in the project vicinity.

Any absence of data may indicate that the project area has not been surveyed, rather than confirm that the area lacks natural heritage resources. New and updated information is continually added to BCD. Please contact DCR for an update on this natural heritage information if a significant amount of time passes before it is utilized.

A fee of \$65.00 has been assessed for the service of providing this information. Please find enclosed an invoice for that amount. Please return one copy of the invoice along with your remittance made payable to the Treasurer of Virginia, Department of Conservation and Recreation, 203 Governor Street, Suite 402, Richmond, VA 23219, ATTN: Cashier. Payment is due within thirty days of the invoice date.

Should you have any questions or concerns, feel free to contact me at 804-692-0984. Thank you for the opportunity to comment on this project.

Sincerely,



Elizabeth Locklear
Locality Liaison

Cc: Ray Fernald, VDGIF

Literature Cited

Mitchell, J.C. 1994. The reptiles of Virginia. Smithsonian Institution Press. Washington, DC. pp. 296 - 302.

Mitchell, J.C. & D. Schwab. 1991. Canebrake rattlesnake. In Virginia's Endangered Species: Proceedings of a Symposium. K. Terwilliger ed. The McDonald and Woodward Publishing Company, Blacksburg, Virginia.

Construction Quality Assurance Plan

For

Etheridge Greens Golf Course

Chesapeake, Virginia

By

Combustion Products Management, Inc.

March 7, 2002

Revision 2

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1.0 Introduction

The Etheridge Greens Golf Course in Chesapeake, Virginia, is a beneficial use project by Combustion Products Management, Inc. ("CPM") utilizing amended fly ash from the Dominion Generation Chesapeake Energy Center as a structural fill subsoil during construction. This Construction Quality Assurance ("CQA") Plan is a site-specific supporting document to the plans and specifications provided by Hassell & Folkes, P.C. and CPM.

This CQA Plan is a statement of procedures and policies utilized for quality control, sampling, testing and reporting of test results for the amended fly ash used as a subsoil during the construction of mounds, tees, greens, and other earth sculpturing common to a golf course.

2.0 Purpose

2.1 Construction Quality Assurance and Construction Quality Control

The CQA Plan addresses the following: (i) CQA personnel responsibilities, authorities, and qualifications; (ii) inspection, monitoring, and testing activities necessary to ensure that the project is constructed to meet or exceed design criteria, plans, and specifications; and (iii) CQA documentation. Construction Quality Assurance and Construction Quality Control are defined as follows:

Construction Quality Assurance (CQA): A planned and systematic pattern of all means and actions designed to provide adequate confidence that items or services meet contractual and regulatory requirements, and will perform satisfactorily in service.

Construction Quality Control (CQC): Those actions that provide a means to measure and control the characteristics of an item or service to contractual and regulatory requirements.

2.2 Independent Construction Quality Assurance Plan by Dominion Generation

Dominion Generation shall have the option to perform its own Construction Quality Assurance Plan or have a third party perform the Construction Quality Assurance Plan under Dominion Generation's direction. Such expenses to be paid by Dominion Generation.

3.0 Parties to Construction Quality Assurance

3.1 Description of the Parties and Terms

3.1.1 Owner

CPM owns and is responsible for the construction and operation of the Etheridge Greens Golf Course site, and manages all aspects of work on the project.

3.1.2 Golf Course Designer

The Golf Course Designer designs the layout, contours, and details of the golf course. During construction, the Golf Course Designer must approve any deviation from the design requirements of the Construction Drawings or the Construction Specifications.

3.1.3 Design Engineer

The Design Engineer designs the public roadways, drainage ponds, erosion control measures and other specific engineering aspects of the project. The Design Engineer may be an employee of the Owner, and is a registered Professional Engineer in the State of Virginia.

3.1.4 Contractor

The individual, firm, or corporation undertaking the execution of the work under the terms of the contract(s), Construction Drawings, and Specifications. The Contractor may be responsible for constructing all work on the project or only selected components or phases. Any subcontractors working at the direction of the Contractor on the project will be the responsibility of the Contractor.

3.1.5 Project

The Project is the Etheridge Greens Golf Course in Chesapeake, Virginia.

3.1.6 Supplier

The Supplier delivers raw materials or equipment to the Contractor.

3.1.7 Owner's Engineer

The Owner's Engineer is the party, independent from the Contractor, that observes, tests, and documents activities related to the CQA and CQC of the earthworks at the Project. The Owner's Engineer provides technical assistance to the Owner, Golf Course Designer, and Contractor. The Owner's Engineer may be the same as the Design Engineer or Owner.

3.1.8 Quality Assurance Laboratory

The CQA Laboratory is an independent party that conducts tests in the laboratory and on the Project on the soils and structural fill material. The CQA Laboratory will have experience in the physical testing of soils and other drainage materials, meet all regulatory requirements, and be familiar with ASTM and other applicable test standards. The CQA Laboratory will be capable of providing test results in accordance with the Specifications and CQA Plan.

3.2 Responsibilities of the Construction Quality Assurance Personnel

3.2.1 Introduction

The Owner, Golf Course Designer, and Owner's Engineer will be responsible for all CQA duties. Portions of these duties may be delegated or assigned to other qualified parties during the construction of the Project under the supervision of the Owner, Golf Course Designer or Owner's Engineer.

3.2.2 Responsibilities of CQA Personnel

The individual responsible for certifying the Construction Quality Assurance Plan will:

- Provide Construction Drawings and Specifications, soils and ground-water investigation reports, and manufacturer and supplier literature.
- Attend any pre-construction meeting.
- Administer the CQA program by assigning and managing all CQA personnel, reviewing all field reports, and providing technical review of all CQA related issues.
- Become familiar with all designs, plans, and specifications, including but not limited to providing quality control of all CQA personnel, including site visits.
- Be familiar with all changes to the Project design, plans, and specifications.
- Administer the activities of the Quality Assurance Laboratory, including sampling, testing, and reporting.
- Review work being performed on the Project and determine if project parameters are being adequately met.
- Maintain all CQA reports and documents, and will forward copies to Dominion Generation upon Company's request.

4.0 **Meetings**

4.1 Types of Project Meetings

Periodic meetings will be held during construction activities in order to enhance communication between all parties involved in the Project. The meetings to be held are discussed in the following subsections.

4.1.1 Preconstruction Meeting

A meeting will be held to resolve any uncertainties in the Construction Plan and Specifications, or the Construction Quality Assurance Plan prior to the beginning of construction. All parties involved in construction of the Project will attend and be familiarized with the CQA plan and their roles relative to its implementation.

4.1.2 Progress Meeting

Progress meetings will be held onsite at least once every two weeks. At a minimum, the meeting will be attended by the CQA representative and the Contractor. The purpose of the meeting will be to review the previous period's activities and accomplishments, review the planned activities for the period, identify the Contractor's personnel and equipment assignments for the period, and discuss work to be performed and any potential problems anticipated in the upcoming period.

4.1.3 Problem or Work Deficiency Meeting

Special meetings will be held, as necessary, when problems or deficiencies occur. At a minimum, the meetings will be attended by the construction Contractor and CQA representative. The purpose of the meeting will be to define and discuss the problem or deficiency, review alternative solutions, and implement a plan to resolve the problem or deficiency.

5.0 Testing Standards

5.1 Units

In this Construction Quality Assurance Plan, all properties and dimensions are expressed in customary U.S. units.

5.2 Applicable Organizations

Organizations whose standards are referenced in this CQA Plan are as follows:

AASHTO	-	American Association of State Highway and Transportation Officials
ASTM	-	American Society for Testing and Materials
OSHA	-	Occupational Safety and Health Administration
USEPA	-	United States Environmental Protection Agency

5.3 Specific Standards

Specific test standards cited in the CQA Plan are as follows:

ASTM D422 - Standard Method for Particle-Size Analysis of Soils.

ASTM D698 - Standard Test Methods for Moisture-Density Relations of Soils and Soil-aggregate Mixtures Using 5.5-lb. Rammer and 12-in. drop.

- ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand Cone Method
- ASTM D2216 - Standard Method for Laboratory Determination of Water (Moisture) content of Soil, rock, and Soil-aggregate Mixtures.
- ASTM D2487 - Standard Test Method for Classification of Soils for Engineering Purposes.
- ASTM D2922 - Standard Test Method for Density of Soil and Soil-aggregate in Place by Nuclear Methods (Shallow Depth).
- ASTM D4220 - Standard Practices for Preserving and Transporting Soil Samples.

5.4 Applicable Standards

Any reference to standards of any society, institute, association, or governmental agency will pertain to the edition in effect as of the date of this CQA Plan, unless stated otherwise.

6.0 Testing Specifications and Frequency

6.1 Testing Specifications

The following minimum specifications will be required for acceptance on the Project:

Test	Material	Minimum Specification
Compaction	Amended Fly Ash Subsoil	95% Maximum Dry Density as Determined By ASTM D698
Moisture Content	Amended Fly Ash Subsoil	5% +/- Optimum as Received
Lift Thickness	Amended Fly Ash Subsoil	Maximum 12" Thick per Lift

6.2 Testing Frequency

The following minimum testing frequency will be required for acceptance on the Project:

Test	Material	Minimum Frequency
Moisture Content	Amended Fly Ash Subsoil	1 Oven-Dry Test per Day
Compaction	Amended Fly Ash Subsoil	1 Sand Cone Test per 5000 Cubic Yards

Standard Proctor	Amended Fly Ash	1 Laboratory Test per Quarter unless have substantial material change
Nuclear Density Testing	Amended Fly Ash Subsoil	1 Test per Quarter

6.3 Rejected Results

Any test results found to be less than the specified value shall be retested to determine if the low result is due to test error or unsatisfactory construction. If it is found that the low result is a result of unsatisfactory construction, CPM reserves the right to have the Contractor remove the affected material and replace correctly at their expense.

7.0 **Documentation**

7.1 Introduction

An effective CQA Plan depends largely upon the recognition of all construction activities that should be monitored, and on assigning responsibilities for the monitoring of each activity. This is most effectively accomplished and verified by the documentation of construction quality assurance activities. The CQA representative will document that all quality assurance requirements have been addressed and satisfied.

The CQA representative will provide signed descriptive remarks, data sheets, and logs to verify that all monitoring activities have been carried out. The CQA representative will maintain at the site a complete file of Construction Drawings and Specifications, the CQA Plan, applicable test procedures, daily reports, testing logs, and other pertinent documents.

7.2 Daily Recordkeeping

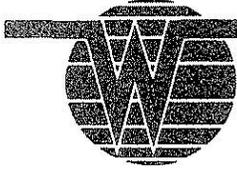
Records will be compiled in the field documenting CQA project administration and other required CQA activities. The following records shall be maintained, at a minimum:

- Daily Activity Report - The Daily Field Report will typically include the day, date, project name, and project identification; a narrative of the events and activities performed that day; weather conditions; personnel working on the site; and the signature of the preparer.
- Laboratory Density Test Log (ASTM D698)
- Moisture Content Test Log (ASTM D2922)
- Sand Cone Density Test Log (ASTM D1556)

7.3 Photographic Documentation

Photographic documentation will serve as a pictorial record of work in progress, problems, and mitigation activities. The photographs will contain color prints with imprinted date stamp; negatives will be stored separately in chronological order. Photographs are to be taken during all aspects of Project construction, at a minimum of once per month.

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COMBUSTION PRODUCTS MANAGEMENT

A Wallace Corporation

March 7, 2002

Ms. Karen J. Sismour
Director, Waste Division
Department of Environmental Quality
P.O. Box 10009
Richmond VA 23240

**RE: Access Authorization to Site for Representatives of Commonwealth
Etheridge Greens Golf Course
Chesapeake, Virginia**

Dear Ms. Sismour:

Combustion Products Management ("CPM") Virginia LLC, as owner and operator of the proposed Etheridge Greens Golf Course facility in Chesapeake, Virginia, allows authorized representatives of the Commonwealth of Virginia, upon presentation of appropriate credentials, access to areas in which the activities covered by Virginia Regulation 9 VAC 20-85 will be, are being, or have been conducted to ensure compliance.

Signature: Mark L. Baker

Name: MARK L. BAKER

Title: DIRECTOR OF OPERATIONS

Date: MARCH 7, 2002

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