

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 5TH DAY OF AUGUST, NINETEEN HUNDRED NINETY-ONE, AT 7:05 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Thomas K. Norment, Jr., Chairman, Roberts District
Judith N. Knudson, Vice Chairman, Jamestown District

Perry M. DePue, Powhatan District (Absent)
Jack D. Edwards, Berkeley District
Stewart U. Taylor, Stonehouse District
Sanford B. Wanner, Assistant County Administrator
Frank M. Morton, III, County Attorney

B. MINUTES - July 15, 1991 - Regular Meeting
July 22, 1991 - Work Session

Mr. Norment asked if there were corrections or additions to the minutes.

Mr. Edwards made a motion to approve the minutes.

On a roll call, the vote was: AYE: Taylor, Edwards, Knudson, Norment (4). NAY: (0).

C. CONSENT CALENDAR

Mr. Norment asked if any Board member wished to remove any item from the Consent Calendar.

Mr. Taylor asked that Item No. 4 be removed.

Mr. Norment made a motion to approve Items Nos. 1, 2, 3, 5 and 6 on the Consent Calendar.

On a roll call, the vote was: AYE: Taylor, Edwards, Knudson, Norment (4). NAY: (0).

AT A SPECIAL MEETING OF THE NEGOTIATIONS COMMITTEE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 9TH DAY OF AUGUST, NINETEEN HUNDRED NINETY-ONE, AT 7:30 A.M. IN THE COUNTY ADMINISTRATOR'S OFFICE, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

Persons attending were: Thomas K. Norment, Jr., Jack D. Edwards, David B. Norman, Sanford B. Wanner, John E. McDonald.

Mr. Norment called the meeting to order at 7:30 a.m.

Mr. Norment made a motion to go into executive session pursuant to Section 2.1-344 (a)(7) of the Code of Virginia to consult with staff members on a specific legal matter, school contract, at 7:40 a.m.

Mr. Norment reconvened into open session at 8:53 a.m. and made a motion to approve the executive session resolution.

The motion passed unanimously.

R E S O L U T I O N

MEETING DATE: August 9, 1991

CERTIFICATION OF EXECUTIVE MEETING

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

WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by the Board that such executive meeting was conducted in conformity with Virginia law.

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

Mr. Norment made a motion to adjourn.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Virginia Department of Health

By: [Signature]
its: [Signature]

Eastern Virginia Regional Office

By: [Signature]
Regional Medical Director

Peninsula Health Department

By: [Signature]
Director

County of James City

By: [Signature]

Physician

[Signature] M.D.

Approved as to form by

[Signature]
Assistant Attorney General

Agreements also signed with:

- Dr. David C. Pearce
- Dr. Roger W. Jones
- Dr. Camilla Buchanan
- Dr. Daniel G. Jenkins
- Dr. Beth Scharlop

1. Appropriation - Toano Middle School BondsR E S O L U T I O NTOANO MIDDLE SCHOOL BONDS

WHEREAS, the Board of Supervisors has previously approved the issuance of \$6,900,000 in debt to partially finance construction of the Toano Middle School.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby appropriates the proceeds of two bond issues as follows:

Toano Middle School Construction:

| | |
|-----------------------|--------------------|
| 1990B VPSA Bond Issue | \$4,400,000 |
| Literary Fund Bonds | <u>2,500,000</u> |
| | <u>\$6,900,000</u> |

2. Brandon Circle - Addition to Dirt Street ProgramR E S O L U T I O NBRANDON CIRCLE

WHEREAS, Brandon Circle is a platted street in Marl Hills - Lakewood Subdivision, Section 2; and

WHEREAS, normal dirt street criteria does not warrant placing Brandon Circle on the Dirt Street Funding Schedule; and

WHEREAS, Brandon Circle provides driveway access to Lot 27 and sole access to Lots 28 and 29 of Marl Hills - Lakewood Subdivision, Section 2.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that Brandon Circle be added to the Dirt Street Inventory and Dirt Street Funding Schedule and prioritized according to the current dirt street ranking formula.

BE IT FURTHER RESOLVED that Dirt Street CIP Funds shall not be expended for improvements to Brandon Circle until such time that the street meets the Virginia Department of Transportation requirements for acceptance into the Secondary System of State Highways.

3. 300th Anniversary of Yorktown, Virginia

R E S O L U T I O N

300TH ANNIVERSARY OF YORKTOWN, VIRGINIA

WHEREAS, Yorktown, Virginia, was established as a port and government center for the County of York in 1691; and

WHEREAS, on August 16-18, 1991, Yorktown will celebrate its 300th Anniversary; and

WHEREAS, Yorktown, the gateway to Virginia, has earned a prominent place in the history of the State of Virginia and our Nation as a result of its role in the American Revolution and the Civil War; and

WHEREAS, it is the desire of James City County to join Yorktown in commemorating 300 years of maritime, marine, colony, and State leadership.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby congratulates Yorktown, Virginia, on its Tercentenary and recognizes its many contributions to the rich history of Hampton Roads, the State of Virginia, and our Nation.

5. Peninsula SPCA Contract

R E S O L U T I O N

PENINSULA SPCA

WHEREAS, the Peninsula SPCA has proposed, at staff's request, to provide confinement and care for animals delivered by County Animal Control Officers or residents of the County or the City of Williamsburg.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the County Administrator to execute an agreement with the Peninsula SPCA, as is generally outlined in the draft attached.

6. Job Training Services GrantR E S O L U T I O NCREATION OF LIMITED-TERM POSITIONSTO ADMINISTER THE JOB TRAINING SERVICES GRANTJAMES CITY COUNTY DEPARTMENT OF SOCIAL SERVICES

WHEREAS, the Peninsula Private Industry Council has awarded James City County Department of Social Services a grant of \$90,000; and

WHEREAS, sufficient local matching funds are available in the Virginia Public Assistance Fund; and

WHEREAS, three additional staff positions are needed to responsibly meet the obligations of the grant.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the following appropriation amendments:

Revenues:

| | |
|---|-----------------|
| Revenue from Peninsula Private Industry Council | <u>\$76,500</u> |
|---|-----------------|

Expenditures:

| | |
|---|-----------------|
| Job Training Services | \$90,000 |
| Virginia Public Assistance Fund Balance | <u>(13,500)</u> |
| | <u>\$76,500</u> |

BE IT FURTHER RESOLVED, that the Board of Supervisors of James City County, Virginia, does create two limited-term Teacher positions and one limited-term Aide position with the James City County Department of Social Services.

4. Poultry and Livestock Claim - S. Y. English

Mr. Taylor asked the method used in determining the value of the destroyed livestock and poultry, and stated that he could not support the estimate listed in the resolution.

Mr. Leo P. Rogers, Assistant County Attorney, stated the claim was verified by the Animal Control Officer and the estimates made by Mr. Ed Overton taken from American Minor Breeds Conservancy Handbook in the County Extension Office.

After discussion, Mr. Taylor made a motion to approve compensation of \$740.00 for the claim.

On a roll call, the vote was: AYE: Taylor, Edwards, Knudson, Norment (4). NAY: (0).

R E S O L U T I O N

LIVESTOCK CLAIMS

WHEREAS, Susanna Y. English filed two livestock claims dated April 15, 1991, and April 22, 1991, alleging the loss of certain livestock; and

WHEREAS, the Animal Control Warden has investigated the claims and verified the loss of livestock; and

WHEREAS, the value of the livestock destroyed and verified by the Animal Control Warden is estimated to be as follows:

| | |
|--|---------------|
| 1. One registered horned dorset ewe | \$ 400.00 |
| 2. Two registered horned dorset ram lamb | 300.00 |
| 3. One crossbred buck kid goat | 25.00 |
| 4. Eight Canadian geese (Four mated pairs) | 480.00 |
| 5. Three wild turkeys | 165.00 |
| 6. Five Toulouse geese | <u>125.00</u> |

\$1,495.00

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorized the payment of \$740.00 to Susanna Y. English for livestock destroyed.

F. PUBLIC HEARINGS

1. Case No. SUP-18.91 James E. Kite

Mr. O. Marvin Sowers, Jr., Director of Planning, stated that Mr. James E. Kite had submitted an application for a special use permit to allow the placement of a manufactured home on 5.81 acres, zoned A-1, located at 9126 Richmond Road and further identified as Parcel No. (10-2) on James City County Tax Map No. (1-4b).

Staff recommended approval of the special use permit with conditions listed in the resolution.

Mr. Norment opened the public hearing.

1. Mr. William H. Cowles, HCR-01 Box 75, West Point, former owner of this lot and owner of adjacent lots, spoke in opposition to the manufactured home, stating his understanding when he sold the lot was that single-family dwellings would be built.

2. Mr. David C. Steele, Jr., 9114 Richmond Road, stated his opposition to the manufactured home due to a traffic hazard being created by a left turn onto Route 60 from the driveway.

Mr. Norment closed the public hearing.

Mr. Taylor made a motion to approve the resolution.

On a roll call, the vote was: AYE: Taylor, Edwards, Knudson, Norment (4). NAY: (0).

R E S O L U T I O N

CASE NO. SUP-18-91. MR. JAMES E. KITE

WHEREAS, it is understood that all conditions for the consideration of an application for a Special Use Permit have been met.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that a Special Use Permit be granted for the placement of a manufactured home on property owned and developed by the applicant as described below and on the attached site location map.

| | |
|-------------------------|--|
| Applicant: | Mr. James E. Kite |
| Real Estate Tax Map ID: | (10-2) |
| Parcel No.: | (1-4B) |
| Address: | 9126 Richmond Road |
| District: | Stonehouse |
| Zoning: | A-1 |
| Conditions: | <ol style="list-style-type: none"> 1. A complete description of the proposed manufactured home shall be submitted to the Planning Division prior to placement. This permit shall be valid only for the manufactured home described. If the manufactured home is removed, this permit shall become void. Any replacement shall require a new permit from the Board of Supervisors. If the permit is not exercised it shall become void one year from the date of approval. |

2. The manufactured home shall be skirted and meet the requirements of the Department of Housing and Urban Development Manufactured Home Construction and Safety Standards.
3. The manufactured home shall have no more than two bedrooms.

2. Case No. Z-2-91. Robert V. Piggott

Mr. Sowers stated that Mr. William Chambers, on behalf of Robert V. Piggott, had applied to rezone 2.75 acres from A-1, General Agricultural, to B-1, General Business, located at 108 Bush Springs Road, further identified as Parcel No. (1-92) on James City County Real Estate Tax Map No. (22-2).

Mr. Sowers related that the Board at its June 3, 1991, meeting returned the case to the Planning Commission for consideration of revised proffers. Staff continued to recommend denial because proposal is inconsistent with Comprehensive Plan.

In concurrence with staff, the Planning Commission recommended denial by an 8-0 vote, with one abstention.

Mr. Norment opened the public hearing, and as no one wished to speak, he closed the public hearing.

Mr. Taylor made a motion to approve the resolution.

Prior to the roll call, the Chairman recognized Mr. William Chambers, who presented a letter to the Board and stated that the applicant desired withdrawal of the case.

The case was withdrawn.

3. Case No. AFD-1-89. R.T. Armistead Agricultural and Forestal District (Carter Addition)

Mr. Sowers stated that Ms. Elizabeth Carter had applied to add 90.75 acres, located between Longhill Road and Centerville Road at 4051 Longhill Road, further identified as Parcel No. (31-3) on James City County Real Estate Tax Map No. (1-30), to the previously approved 315.89 acres of R. T. Armistead Agricultural and Forestal District. The property is zoned R-8, Rural Residential, and located within the Primary Service Area.

Mr. Sowers further stated that the Virginia Department of Transportation had requested that property within 25 feet of Longhill Road be excluded from the district to allow for future improvements to this road.

In concurrence with staff and the Agricultural and Forestal Advisory Committee, the Planning Commission unanimously recommended approval of the proposed addition with conditions listed in the Ordinance.

Mr. Norment opened the public hearing, and as no one wished to speak, he closed the public hearing.

Ms. Knudson made a motion to approve the Ordinance.

On a roll call, the vote was: AYE: Taylor, Edwards, Knudson, Norment (4). NAY: (0).

4. Ordinance Amendment, Chapter 4, Building Regulations, Article I, Permit and Inspection Fees

Mr. Bernard M. Farmer, Jr., Director of Code Compliance, stated that staff proposed an increase in building permit fees from \$.06 per square foot to \$.08 per square foot (up to 40,000 feet) and \$.07 per square foot (over 40,000 square feet) for new construction to recover costs associated with services rendered. Staff further proposed that minimum permit fee for all permits be raised to \$15 and recommended approval of the ordinance.

Mr. Norment stated that an increase of fees was a budget issue, and untimely during slowdown of development.

Mr. Norment opened the public hearing, and as no one wished to speak, he closed the public hearing.

The Board discussed the need to recover costs, whether the fee would be paid by developer or taxpayer, and issue should be brought forward during budget process.

Without objection, Mr. Norment deferred the amendment until the Board of Supervisors meeting on September 9, 1991, so all members of the Board might be present.

5. Ordinance to Vacate Recreation Area, Section 3, Rolling Woods Subdivision

Mr. Norment relinquished the gavel to Vice Chairman Knudson and stated that he would abstain from discussion of this case due to personal interest as attorney for Digges Brother's, Inc.

Mr. Leo P. Rogers, Assistant County Attorney, stated that the proposed ordinance, in accordance with Virginia Code, Section 15.1-482, authorized vacation of a recreation area located at 5848 Hawthorn Lane, .9 acres, in the Rolling Woods Subdivision to allow the lot to be used as a residential building lot.

Staff recommended approval of the proposed ordinance.

Ms. Knudson opened the public hearing, and as no one wished to speak, she closed the public hearing.

Mr. Edwards made a motion to approve the ordinance.

On a roll call, the vote was: AYE: Taylor, Edwards, Knudson (3). NAY: (0). ABSTAIN: Norment (1).

E. BOARD CONSIDERATION

1. Agreement for Recyclable Collection Program

Mr. Larry M. Foster, General Manager, James City Service Authority, stated that Virginia Peninsulas Public Service Authority (VPPSA) requested proposals for curbside collection of recyclable from Peninsula jurisdictions. He further stated that the proposal received by VPPSA was \$1.41 per household per month, allowing the County to offer this service to approximately 4,000 homes effective November 1, 1991.

Staff recommended approval of the resolution authorizing the County to enter into a five-year contract with VPPSA with a cost of \$67,680 for FY 1992; funds are available.

Mr. Edwards made a motion to approve the resolution.

On a roll call, the vote was: AYE: Taylor, Edwards, Knudson, Norment. NAY: (0).

R E S O L U T I O N

AGREEMENT FOR RECYCLABLE COLLECTION PROGRAM

WHEREAS, funds are appropriated in the FY 1992 Landfill Operating Budget to expand the County's Curbside Recyclable Collection Program; and

WHEREAS, requests for proposals were issued by the Virginia Peninsulas Public Service Authority (VPPSA), responses evaluated and the lowest proposal meeting the critical specifications and being in the best interest of the jurisdictions in VPPSA was determined; and

WHEREAS, to participate in the VPPSA program, a "Special Project Agreement For Recyclable Collection Program" needs to be executed between James City County and the Virginia Peninsulas Public Service Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes and directs the County Administrator to enter into an agreement with the Virginia Peninsulas Public Service Authority for the provision of recyclable collection to approximately 4,000 homes, commencing on November 1, 1991.

2. Vacation of Right-of-Way, Durfey's Mill Road

Mr. Sowers stated that Mr. Joseph Abdelnour, on behalf of Joseph S. and Essie G. Terrell and John Grier Construction Company, requested vacation and rededication of a portion of Durfey's Mill Road to lengthen that road to serve expansions of Durfey's Mill subdivision. He noted that the Board postponed the item at its July 1, 1991, meeting to review further information regarding the future plans of that subdivision.

Mr. Taylor made a motion to approve the resolution.

After a brief discussion regarding access, Mr. Taylor withdrew his motion.

Without objection, Mr. Norment deferred the item until the September 9, 1991, Board of Supervisors meeting to allow all Board members to be present.

3. Fire Pumper Bid

Mr. Richard Miller, Assistant Fire Chief, stated that five bids were received for a fire pumper with Pierce Manufacturing chosen as the lowest responsive bid.

Staff recommended approval of the resolution.

Mr. Taylor made a motion to approve the resolution.

On a roll call, the vote was: AYE: Taylor, Edwards, Knudson, Norment. NAY: (0).

R E S O L U T I O N

FIRE PUMPER CONTRACT

WHEREAS, funds are appropriated in the FY 91 Capital Improvements Project Budget to purchase a replacement fire pumper; and

WHEREAS, requests for bids were issued, responses evaluated and the lowest bid meeting the critical specifications was determined; and

WHEREAS, it has been determined that the bid submitted by Pierce Manufacturing for a Pierce Arrow fire pumper in the amount of \$184,025 (Total Cost Bid) meets the critical specifications and was the lowest responsible/responsive bid.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes and directs the County Administrator to enter into a contract with Pierce Manufacturing for the purchase of a Pierce Arrow fire pumper for the sum of \$184,025.

4. Agreement for Peninsulas Paramedic Training

Mr. Miller stated that Peninsulas Emergency Medical Services Council and Peninsulas Paramedic Training Committee have prepared a program for local jurisdictions with a minimum of three student positions guaranteed for James City County per year. He further stated that program funding would come from Two-For-Life money; County share for first year would be \$1,461.32 with a commitment to support the program for three years, subject to annual appropriations.

Staff recommended approval of the resolution.

Mr. Taylor made a motion to approve the resolution.

On a roll call, the vote was: AYE: Taylor, Edwards, Knudson,
Norment. NAY: (0).

R E S O L U T I O N

PARAMEDIC TRAINING

WHEREAS, the Emergency Medical Services System in the Peninsula region of Eastern Virginia is maintained by an emergency medical technicians, nurses, physicians, educators, administrators, and telecommunicators; and

WHEREAS, by providing these services in a prompt and efficient manner, the EMS system fulfills its primary goal to reduce death and disability due to accident and illness; and

WHEREAS, the citizens of James City County benefit daily from the knowledge and skill of our trained personnel; and

WHEREAS, the Peninsulas Emergency Medical Services Council and the Peninsulas Paramedic Training Committee have prepared a Paramedic Training Course for local jurisdictions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes the County Administrator to execute a Memorandum of Agreement between James City County and the Peninsulas Emergency Services Council, Incorporated to provide paramedic level training to the paid and volunteer EMS personnel in James City County.

5. Local Agreement for Prenatal Health Care

Mr. Anthony Conyers, Jr., Community Services Manager, stated that the Peninsula Health District, local physicians and County staff have developed a proposed agreement to improve prenatal services to County clients, not eligible for Medicaid, who qualify for the program, as determined by the Social Services department.

Mr. Conyers commended Leo Rogers for expended efforts and expressed special appreciation to the local physicians for their participation and commitment.

On behalf of the Board, Mr. Norment expressed gratitude and appreciation to staff for persistence in pursuing and to the local ob-gyn physicians for this type of public/private relationship and for their cooperation and willingness to fill a community need. He encouraged all parties involved to move forward to a final agreement.

The Board echoed agreement.

Mr. Norment made a motion to approve the resolution.

On a roll call, the vote was: AYE: Taylor, Edwards, Knudson, Norment. NAY: (0).

R E S O L U T I O N

AUTHORIZATION TO NEGOTIATE AND EXECUTE APPROPRIATE

AGREEMENT WITH HEALTH DEPARTMENT AND PARTICIPATING

PHYSICIAN TO PROVIDE PRENATAL CARE AT THE JAMES CITY COUNTY

HEALTH DEPARTMENT

WHEREAS, James City County wishes to address the need for prenatal care medical services for indigent and low-income citizens of the County; and

WHEREAS, the Peninsula Health District has the facilities and support staff available to assist in providing prenatal care at the James City County Health Department; and

WHEREAS, local physicians are willing to provide obstetrical services to indigent and low-income patients; and

WHEREAS, the County is willing to provide funding to promote a successful public-private venture to provide obstetrical care at the James City County Health Department; and

WHEREAS, providing proper prenatal medical service to low-income and indigent citizens requires cooperation between the public and private sectors.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes and directs the County Administrator to negotiate and execute necessary legal documents between participating physicians, the Health Department and James City County for the provision of prenatal care services at the James City County Health Department, including the payment by James City County to a participating physician of a global fee of \$500.00 per each James City County resident, eligible for services under the agreement, but not medicaid eligible.

F. PUBLIC COMMENT

1. Col. Ed Riley, 611 Tam-O-Shanter, spoke in support of the prenatal health care, and explained protective clothing that should be worn by persons when outdoors to avoid tick bites which could transmit Lyme disease.

2. Mr. Ed Oyer, 139 Indian Circle, announced that Thomas Nelson Community College has a full scholarship available in the name of George S. Ames for each academic year for technical training.

Mr. Oyer addressed air quality environmental issues, recycling of plastics, and economic development.

3. Mr. Grant Olson, 105 Holman Road, expressed appreciation for citizen participation, Steering Committee's efforts and the Board's involvement with the Comprehensive Plan Update, and anticipated Board approval which would set the pace for James City County until 2007.

G. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Sanford B. Wanner, Assistant County Administrator, announced the James City County Fair would be Saturday, August 10, 1991, at Norge Elementary School, and the August 19, 1991, Board of Supervisors meeting had been canceled by Board resolution and a special meeting called for Monday, August 26, 1991, at 4:00 p.m. to consider the Comprehensive Plan, followed by a work session to discuss the Stonehouse Project.

Mr. Wanner reported receipt of an additional National Association of Counties' Achievement Award for James City County Social Services' Self-Sufficiency Newsletter, submitted by Brian Taber.

H. BOARD REQUESTS AND DIRECTIVES

Ms. Knudson mentioned the memorandum in the Reading File regarding lighting of the Longhill Road (Route 612) and Longhill Connector Road (Route 615) intersection near The Mews subdivision in which staff recommended installation of a streetlight at that location.

Ms. Knudson made a motion to approve and authorize staff to proceed with installation process.

On a roll call, the vote was: AYE: Taylor, Edwards, Knudson, Norment. NAY: (0).

Mr. Norment announced that James City County would have representation to comment on the proposed James River Crossing at a public hearing in Richmond on September 18, 1991, at 2:00 p.m. held by the Commonwealth Transportation Board.

Mr. Norment reported that he and Ms. Knudson had the privilege and opportunity to attend and participate in the Vietnam War Monument of Virginia dedication at Huntington Park, Newport News on Saturday, August 3, 1991.

Mr. Norment read a portion of a letter the Board received from Bruce Keener which asked for supervisors support of locating a library in the growing Norge-Toano community.

Mr. Taylor made a motion to adjourn.

On a roll call, the vote was: AYE: Taylor, Edwards, Knudson,
Norment. NAY: (0).

The Board adjourned at 8:47 p.m.



Sanford B. Wanner
Deputy Clerk to the Board

1858w

CONTRACT
FOR
ANIMAL CONFINEMENT AND CARE
BY AND BETWEEN
JAMES CITY COUNTY
AND
PENINSULA SPCA

THIS AGREEMENT, made and entered into this 8th day of July, 1991, by and between the COUNTY OF JAMES CITY, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter "County"), and the PENINSULA SPCA (hereinafter "SPCA").

WHEREAS, Section 3.1-796.96 of the Code of Virginia, provides the County must impound animals taken into custody while enforcing the laws of the Commonwealth of Virginia and the County of James City; and

WHEREAS, James City County has limited impoundment facilities, the County desires the SPCA to provide confinement and care of some animals it takes into custody and accept animals delivered to the SPCA by residents of the County or the City of Williamsburg.

AGREEMENT:

In consideration of the covenants herein contained, the County and SPCA agree as follows:

1. The SPCA, in conformance with the applicable laws of the State of Virginia and of the City of Newport News, shall accept and care for all animals delivered to the SPCA by animal control officers of James City County during the term of this Agreement.

2. The SPCA shall accept all dogs and cats delivered by any resident of James City County or the City of Williamsburg to the SPCA during the term of this Agreement.

3. The County shall pay to the SPCA for services rendered pursuant to this Agreement, quarterly installments of \$2,050.00 for a total annual sum of eight thousand two hundred dollars and no cents (\$8,200.00).

4. The term of this Agreement is from July 1, 1991, to June 30, 1992.

5. Should more than three hundred (300) dogs or cats be delivered by the County animal control officers or residents of either James City County or Williamsburg to the SPCA during the term of this Agreement, the County shall pay to the SPCA twenty dollars and no cents (\$20.00) for each dog or cat in excess of three hundred (300). The SPCA shall submit a monthly report on the number of animals delivered pursuant to this agreement; and, further,

The SPCA agrees to maintain records for each donation showing the date, name, donor, address and number of cats/dogs donated under this agreement and make those records available for review by County representatives.

6. All animals delivered pursuant to this Agreement, except those requiring quarantine, which remain unclaimed shall become the property of the SPCA and may be disposed of as provided by law.

7. This Agreement may be amended from time-to-time by the County and shall be subject to renegotiation if such amendment results in a change in the services to be rendered by the SPCA to the County.

8. The County reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the SPCA.

9. Upon receipt of a notice of termination, the SPCA shall cease all work in behalf of the County. The SPCA shall be compensated only for the services provided to the County as of the date of termination.

10. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

PENINSULA SPCA, INC.

By: B. Eugene Falls
B. EUGENE FALLS
EXECUTIVE DIRECTOR

Attest:

Vicki A. Sprigg

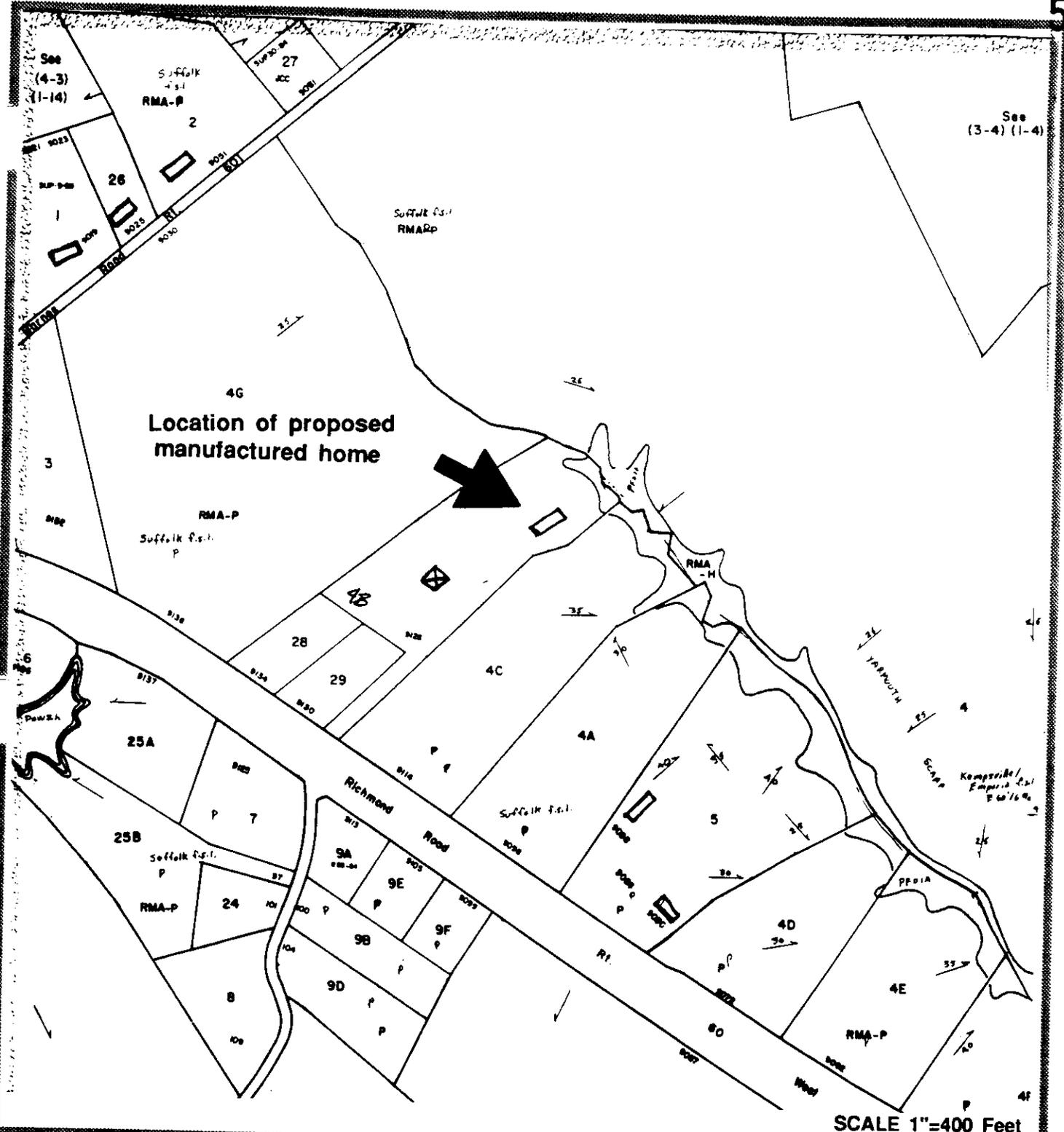
COUNTY OF JAMES CITY, VIRGINIA

By: David B. Norman
DAVID B. NORMAN
COUNTY ADMINISTRATOR

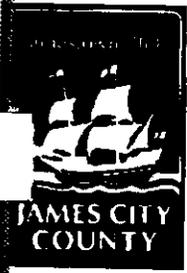
Approved as to form:

F. M. M. M. M.
County Attorney

2144n



SCALE 1"=400 Feet



Case No: **SUP-18-91**
 Name : **JAMES E. KITE (mh)**

-  : Manufactured homes
-  : Existing single family dwelling



PLANNING DIVISION

AUG 5 1991

ORDINANCE NO. 182A-1BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIAR. T. ARMISTEAD (CARTER ADDITION)AGRICULTURAL AND FORESTAL DISTRICT(AFD-1-89)

WHEREAS, an Agricultural and Forestal District in the Centerville area has been established by the James City County Board of Supervisors; and

WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, public notices have been filed, public hearings have been advertised, and public hearings have been held on the application for an Agricultural and Forestal District in the Croaker area; and

WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on May, 1991, recommended approval of the application; and

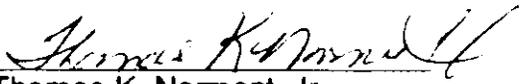
WHEREAS, the Planning Commission following its public hearing on July 9, 1991, recommended approval of the application.

NOW, THEREFORE BE IT ORDAINED:

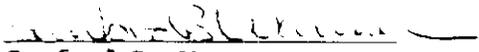
1. That the R. T. Armistead Agricultural and Forestal District is hereby amended by the addition of the following parcel:

| | | |
|--------------|------------------|-----------|
| (31-3)(1-30) | Elizabeth Carter | 90.75 ac. |
|--------------|------------------|-----------|

2. That pursuant to Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the R. T. Armistead Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:
 - a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owners immediate family.
 - b. No land within the AFD may be rezoned to any residential, business or industrial zone, and no application for such a rezoning shall be filed before the AFD expires.
 - c. No special use permit shall be issued except for agricultural and forestal activities and sewer extensions consistent with the Master Sewer Plan which are not in conflict with the policies of the district. Only existing dwellings within the AFD shall connect to the above-mentioned sewer extensions.


 Thomas K. Norment, Jr.
 Chairman, Board of Supervisors

ATTEST:


 Sanford B. Wanner
 Deputy Clerk to the Board

| SUPERVISOR | VOTE |
|------------|--------|
| DEPUE | ABSENT |
| TAYLOR | AYE |
| EDWARDS | AYE |
| KNUDSON | AYE |
| NORMENT | AYE |

Adopted by the Board of Supervisors of James City County, Virginia,
 this 5th day of August, 1991.

1841w

AN ORDINANCE TO VACATE A PORTION OF THAT CERTAIN OF SUPERVISORS
SUBDIVISION PLAT ENTITLED, "PLAT OF ROLLING WOODS SUBDIVISION
SECTION 3" AND MORE PARTICULARLY DESCRIBED AS THE
RECREATION AREA IN SECTION 3 OF ROLLING WOODS SUBDIVISION

WHEREAS, application has been made by William I. Pennok on behalf of Rolling Woods Home Owners Association and Digges Brothers, Inc., to vacate certain lines, words and symbols on a plat more particularly described below; and

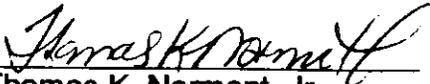
WHEREAS, notice that the Board of Supervisors of James City County would consider such application has been given pursuant to Sections 15.1-482 and 15.1-431 of the Code of Virginia of 1950, amended; and

WHEREAS, the Board of Supervisors did consider such application on the 5th day of August, 1991, pursuant to such notice, and was of the opinion that such vacations would not result in any inconvenience and are in the interest of public welfare.

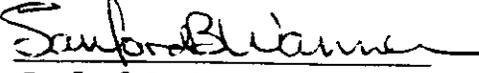
NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors of James City County, Virginia:

1. That a portion of that certain subdivision plat entitled, "Plat of Rolling Woods Subdivision, Section 3," be so vacated so as to permit the recordation of a new plat that will serve to remove certain lines, words and symbols as more specifically set forth in the above-mentioned plat and thereby vacating the designation of a recreation area on Lot 6A, Section 3, Rolling Woods.
2. That a new plat entitled, "Plat for Vacation of Recreation Area and Amendment of Section 3, Rolling Woods Subdivision" dated June 14, 1991, prepared by Spearman and Associates, P.C., and approved by James City County, be put to record in the Clerk's Office of the Court House for the City of Williamsburg and County of James City, Virginia.

This Ordinance shall be in full force and effect from the date of its adoption.


 Thomas K. Norment, Jr.
 Chairman, Board of Supervisors

ATTEST:


 Sanford B. Warner
 Deputy Clerk to the Board

| SUPERVISOR | VOTE |
|------------|---------|
| NORMENT | ABSTAIN |
| DEPUE | ABSENT |
| TAYLOR | AYE |
| EDWARDS | AYE |
| KNUDSON | AYE |

Adopted by the Board of Supervisors of James City County, Virginia, this 5th day of August, 1991.

**SPECIAL PROJECT AGREEMENT #1
RECYCLABLE COLLECTION PROGRAM**

THIS AGREEMENT dated the 15th day of AUGUST, 1991, is made by and between the VIRGINIA PENINSULAS PUBLIC SERVICE AUTHORITY (hereinafter designated "VPPSA") having its principal place of business at 2 Eaton Street, Suite 502, Hampton, Virginia 23669; and the County of James City (hereinafter designated as "Community").

The obligation of the parties under this Agreement is subject to participation by other member jurisdictions (hereafter designated as "local jurisdiction") listed below. Should the withdrawal of or reduction in any service to any jurisdiction designated for participation in the single family curbside and drop-off site recycling project result in a change in prices proposed by the contractor, the Community shall have the option of continuing the participation at the negotiated cost or withdrawing from the project. Local jurisdictions initially included in the recyclable collection program are:

City of Hampton
City of Poquoson
City of Williamsburg
County of James City
County of York
County of Essex
County of Gloucester
County of King & Queen
County of King William
County of Mathews
County of Middlesex

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the authorization of the Virginia Water and Sewer Authorities Act (Chapter 28 of the Code of Virginia, 1950 as amended), and in accordance with the Articles of Incorporation of the Virginia Peninsulas Public Service Authority, as adopted by its member jurisdictions. Its purpose is to establish a special project pursuant to paragraph (e) of the Articles.

A. The VPPSA, subject to the terms and conditions of this Agreement agrees to implement the recyclable materials recovery, processing and marketing services described in the Proposed Contract entitled, "Agreement for Recycling Collection Services between the Virginia Peninsulas Public Service Authority and Waste Management of Virginia Inc," (hereinafter designated as "Proposed Contract") which is attached to this Agreement.

B. The Community agrees to participate in the program according to the terms and conditions of this Agreement and the Proposed Contract including but not limited to performance of the following duties:

1. Designate and guarantee curbside collection to households in accordance with Section 3.1 and Exhibit E of the Proposed Contract.
2. Designation of drop-off sites in accordance with Section 3.2 and Exhibit A of the Proposed Contract.
3. Verification of household count.
4. Receipt of requests for and verification of households to be provided front porch collection.
5. Designation of representative responsible for community supervision of the recyclable collection program.

6. Provision of any community printed material to be included in quarterly delivery.
 7. Approval of infill and expansion of the program.
 8. Receipt of requests for and approval of second container issuances.
 9. Receipt of requests for and approval of container replacement.
 10. Advising citizens on reasons for and correction of contamination problems.
 11. Requesting pick-up of drop-off containers.
 12. Approval of disposal of contaminated drop-off containers.
 13. Receiving complaints and notifying contractor or VPPSA of such.
- C. The Community agrees that VPPSA may implement the program through a private vendor contract.

ARTICLE II - DEFINITIONS

1. Recyclable Materials - Those materials targeted in the proposed contract for source separation by residents.

Solid Waste - All materials, other than hazardous and medical waste as defined by the Virginia Department of Waste Management, customarily referred to as garbage and refuse and also sludge from a waste treatment plant, water supply treatment plant, or

air pollution control facility and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but not including solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended (86 STAT.880) or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 STAT.923).

D. Disposable Solid Waste (hereinafter "DSW") - Any solid waste material other than hazardous waste, including material having value as recyclable secondary material, but currently being discarded without recovery of any recyclable material.

E. Service Fees - Sums charged per household, condominium, townhouse, manufactured home, or per drop-off container in designated collection areas as defined in the Proposed Contract, collectable from the Local Jurisdictions and established by VPPSA to meet the expenses involved in establishing, operating and closing down the program described in the Proposed Contract.

ARTICLE III - TERM OF AGREEMENT

This Agreement shall become effective and operations hereunder shall commence on the effective date of the Proposed Contract. VPPSA will give the communities thirty (30) days advance notice of the date on which operations are to commence. This Agreement shall continue for a term of five years beginning November 1, 1991. This Agreement shall not remain in force longer than the stated period, including any renewal or extension.

ARTICLE IV - DELIVERY CONDITIONS

F. The Community agrees to cooperate with the selected vendor in implementing the program. At VPPSA's request, the Community will take all reasonable and lawful actions which assist in successful implementation of the project. Such actions may include but not be limited to designation of collection service areas, designation of drop-off sites, and requests for additional drop-off containers, and subject to legal authority, prevention of scavenging of recyclable materials put out for collection.

G. VPPSA agrees to retain the option to require the vendor to provide its selected public promotion efforts in accordance with and at the price stipulated in the Proposed Contract. This right shall not be exercised without the written permission of the local jurisdiction and their agreement to bear the cost thereof.

ARTICLE V - RECYCLABLE MATERIAL COLLECTION, PROCESSING AND MARKETING SERVICE

H. VPPSA shall, through its vendor(s) and in accordance with the Proposed Contract, collect Recyclable Material and process and market it for reuse pursuant to State recycling mandates, and shall require proper disposal of rejected, non-recyclable DSW by the Contractor in existing permitted landfills. VPPSA shall have the right to expand the list of targeted Recyclable Materials covered under this recycling program provided that any increased charges for such expansion are acceptable to the Community.

I. Any local jurisdiction, including the Community, may request the inclusion of new or infill residences or residential areas in the program, and VPPSA shall honor such requests provided: (1) that the local government agrees to pay all additional charges associated with the provision of contract service to the additional residence or area, (2) that VPPSA's selected vendor is capable of serving such additional residences or areas according to the terms of the Proposed Contract, without any degradation of service to the other local

governments; and 3) that there is no increase in cost to the other local governments participating in the program. VPPSA has included in the Proposed Contract with the selected vendor reasonable provisions for the inclusion of such additional residences or areas. Any local jurisdiction desiring to increase or decrease its participation in this agreement shall provide VPPSA ninety (90) days advance written notice.

ARTICLE VI - SERVICE FEES

J. The Community shall pay VPPSA, for services provided pursuant to this Agreement, at the Service Fees stated in the Proposed Contract in accordance with the VPPSA Articles of Incorporation. The Community agrees to pay any vendor cost adjustments stated in the Proposed Contract, to be applied to all local jurisdictions participating in the agreement.

K. The Community will pay for services quarterly pursuant to this Agreement, with payments due on the 15th of January, April, July, and October. Payments are to be made in advance of service received. Thirty (30) days in advance of each annual contract period, VPPSA shall prepare and submit an invoice showing the quarterly amount due. For curbside collection, the invoice shall be based on the estimated number of households included in the program and the appropriate unit price from the Proposed Contract. For local jurisdictions participating in the drop-off collection program, the invoice shall be based on the monthly unit cost per container, the unit cost per collection, and the estimated number of collections. During each annual contract period, VPPSA shall submit a revised invoice at least thirty (30) days in advance of the next quarterly due date showing any necessary adjustments as a result of the addition or deletion of households included in this project. VPPSA shall make such adjustments not less than annually.

All payments shall be held in an interest-bearing account separate from other VPPSA funds. Any interest earned on the funds shall be applied to future billings under this Agreement.

The initial payment shall be due on the 10th of the month following the month of initiation of services under this Agreement and Proposed Contract. VPPSA shall prepare and submit an invoice to the

Community for the estimated cost of services to be rendered during the start-up period no later than thirty (30) days prior to the due date for the first payment.

In the event that this Agreement is terminated for any reason, unused funds will be refunded to the Community.

L. Nothing in this article shall exempt VPPSA from requirements of general law with respect to setting charges for services offered. Nothing in this article shall require the Community to pay service fees for recyclable material collections by anyone other than the collection agent under contract to VPPSA for service within the designated areas of the Local Jurisdictions pursuant to the Proposed Contract.

ARTICLE VII - TITLE TO RECYCLABLE MATERIALS

The Community hereby assigns and transfers to VPPSA all of their right, title and interest, if any, in and to all recyclable materials collectable under this Agreement.

ARTICLE VIII - NO PARTNERSHIP

Nothing herein shall be construed to constitute a joint venture between VPPSA and the Community or other jurisdictions or the formation of a partnership.

ARTICLE IX - FORCE MAJEURE

M. "Force Majeure" shall mean any cause beyond the reasonable control of the party whose performance is affected, including but not limited to acts of God, war, riot, fire, explosion, wind storm, flood, or action by governments not party to this Agreement. Force Majeure shall not include strikes, labor disputes, or equipment failure.

N. Failure of any party to perform under this Agreement or the Proposed Contract by reason of Force Majeure shall not constitute default or be cause for termination of this Agreement. However, the party so failing to perform shall immediately notify VPPSA and the

other participating local governments in writing of the failure, including reasons therefor, and shall make reasonable efforts to correct such failure and to continue performance at the earliest possible date.

O. Should VPPSA be unable to complete performance under this Agreement due to its selected vendor's failure to perform by reason of Force Majeure, it shall, where practicable, take all reasonable steps to secure another vendor to perform the work as described in the proposed contract according to the already established schedule of rates, fees and charges. Should VPPSA be unable to secure a vendor to perform according to the established schedule of rates, fees and charges, the parties may agree to a new schedule by written amendment attached to this Agreement. If the parties are unable to agree on a new schedule, this Agreement shall terminate.

P. The Community shall have the right, but not the obligation, to collect or cause to be collected recyclable material from designated participating curbside recycling areas within its jurisdiction by means other than VPPSA selected vendor at any time during which Force Majeure is in effect in the Community. For the period Force Majeure is in effect in the Community, VPPSA shall not impose any rate, fee or charge for recyclable material collection, processing and marketing and residue disposal by or within the Community. Any additional costs incurred by Community as a result of using another recyclable collection method (by reason of Force Majeure) other than the vendor under contract to VPPSA shall be borne by that local government.

ARTICLE X - TERMINATION

1. In the event the Community participating in this Agreement lawfully fails to appropriate funds to pay for its services received under this Agreement, this Agreement shall terminate.

2. The Community shall give VPPSA thirty (30) days advance written

notice of its intent to terminate its participation in the program under paragraph 1 above.

3. In the event that VPPSA or its contractor are unable to perform under the conditions of the proposed contract or remedy the non-performance under Section 33 of the Proposed Contract, this Agreement shall terminate.

ARTICLE XI - AUDIT PROVISIONS

Q. VPPSA's records, which shall include but not be limited to accounting records, written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders), payroll records, original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection by the Community and subject to audit and/or reproduction, during normal working hours or at such other times as are mutually agreed upon by the parties, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by VPPSA or any of its agents or vendors pursuant to this Agreement.

R. For the purpose of such audits, inspections, examinations and evaluations, the Community's agent or authorized representative shall have access to records from the effective date of this Agreement, for the duration of the Agreement, and until five (5) years after the date of final payment by the Community to VPPSA pursuant to this Agreement.

S. The Community's agent or authorized representative shall have reasonable access to VPPSA's facilities, shall have reasonable access to all necessary records, and shall be provided reasonable access to adequate and appropriate work space, in order to conduct audits in compliance with this article. The Community's agent or authorized representative shall give VPPSA reasonable advance notice of intended audits.

ARTICLE XII - LICENSES, PERMITS AND CERTIFICATES

VPPSA shall be responsible for requiring that all licenses, permits and certificates required in connection with any and all parts of the recycling project are secured by its selected vendor.

ARTICLE XIII - GOVERNING LAW

VPPSA shall perform all of its obligations under this Agreement in strict compliance with the laws of the Commonwealth of Virginia and the United States.

ARTICLE XIV - EXTENT OF AGREEMENT

This Agreement represents the entire agreement for the Recyclable Collection Program between VPPSA and the Community and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written document signed by both the Community and VPPSA.

ARTICLE XV - DISPUTE RESOLUTION

The parties hereto agree to undertake to resolve any disputes hereunder by good faith negotiation prior to instituting any legal proceedings related to such dispute.

ARTICLE XVI - SEVERABILITY AND WAIVER

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

ARTICLE XVII - DELEGATION

Neither the Community nor VPPSA shall delegate its duties under this Agreement without the written consent of the other.

ARTICLE XVIII - ADDITIONAL PARTIES

Additional local jurisdictions may become parties to this Agreement, provided that their inclusion in the service area does not increase the cost of this Agreement to the Community and local jurisdictions who are initial parties.

IN WITNESS WHEREOF, VPPSA and the Community have caused this agreement to be executed on their behalf, as of the day and year first above written.

ATTEST:

**VIRGINIA PENINSULAS PUBLIC
SERVICE AUTHORITY**

Don S. Wilton

By *[Signature]*
Executive Director

APPROVED AS TO FORM:

Geddy, Harris & Geddy
by M. Geddy
SPECIAL COUNSEL TO VPPSA

ATTEST:

COUNTY OF JAMES CITY

Vicki G. Spagy

By *[Signature]*
County Administrator

APPROVED AS TO FORM:

[Signature]
County Attorney, County of James City

COPY

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this 13TH day of August, 1991, by and between the Virginia Department of Health ("Department"), the Eastern Virginia Regional Office ("Regional Office"), the Peninsula Health District ("PHD"), the County of James City, Virginia ("the County") and JOHN H. BAKER, M.D., a licensed medical doctor in Virginia ("Physician").

WHEREAS, the Department, the Regional Office, the PHD, the County and Physician wish to address the need for obstetrical services for indigent and low-income citizens of James City County;

WHEREAS, the PHD has the facilities and support staff to assist in providing of prenatal medical services at the James City County Health Department ("JCCHD");

WHEREAS, the County is willing to provide funding as specified in this Agreement to promote a successful public-private venture to provide obstetrical care at the JCCHD;

WHEREAS, the Physician is willing to provide obstetrical services to indigent or low-income patients; and

WHEREAS, providing proper obstetrical services to low-income and indigent citizens requires cooperation between the public and private sectors.

NOW, THEREFORE, in consideration of the premises, mutual covenants and other good and valuable consideration, the parties agree as follows:

1. Eligible Patients

For the purpose of this Agreement, the term patient or patients shall mean a person, eligible for Medicaid and/or a resident of James City County, seeking maternity care who meets the criteria established by the State Board of Health pursuant to Virginia Code Section 32.1-11, as amended.

2. Primary Services

The Physician shall accept into his or her practice patients referred by the JCCHD for obstetrical services under this Agreement. The Physician and Physician's staff shall be responsible for providing all obstetrical care to such patients. Primary obstetrical care shall include all elements of antepartum, intrapartum and postpartum care as identified and promulgated by the American College of Obstetricians and Gynecologist ("ACOG"). In addition to the physical and laboratory monitoring of pregnancy, the physician should provide information and positive reinforcement to the patients in matter relating to health and childbirth.

3. Support Services

A. The Department and PHD agree to provide the following

support services to the Physician and Physician's staff:

1. Clerical, logistical and administrative services including arranging and assuring that appointments are kept, obtaining personal information from patients, maintaining the patient files and serving as a liaison between the patients and the Physician;
2. Nursing and support staff to insure proper operation of the maternity clinic; and
3. Adequate personnel, mechanism or procedures to deal with patients' questions, problems, concerns, etc., during the regular operating hours of the JCCHD clinic facility as well as the hours of the maternity clinic.

B. The County agrees to provide an employee who will determine the Medicaid eligibility of patients and prepare paperwork for the Physician to submit bills for payment by Medicaid.

4. Place of Performance

The PHD shall provide appropriate facilities at the Human Services Building, 5249 Olde Towne Road, James City County, Virginia, 23188, for patient visits, appropriate laboratory services, at or through the JCCHD, and other ancillary facilities

necessary to provide services to the patients. The Physician may in his or her discretion provide services at an alternate location in order to better address the needs of any patient.

5. Compensation

- A. The Physician agrees to accept the compensation provided by Medicaid, other insurance plans or the patient as full payment for services. The Physician agrees to hold the Department, the PHD and the County harmless for any outstanding sum owed to the Physician due to services provided under this Agreement.
- B. The County agrees to pay Physician a \$500.00 global fee for obstetrical care for each patient who:
1. is a resident of James City County;
 2. is not eligible for Medicaid or does not have other medical insurance; and
 3. has an income equivalent to level A, B, C or D as defined by the State Board of Health pursuant to Virginia Code Section 32.1-11, as amended.

Physician shall submit any such bill and appropriate documentation to the James City County Director of Human

Services for his approval. The County shall pay the Physician within 30 day of such approval.

- C. PHD shall bill non-medicaid eligible patients at such rate, level or sum as set by the State Board of Health and retain any such funds collected.

6. Protocol

The policies and procedures being followed by the Physician and Physician's staff in the provision of obstetrical services to patients under this Agreement shall be consistent with those standards, guidelines, etc., promulgated in Standards for Obstetric-Gynecologic Services (ACOG, 7th Edition, 1989), Guidelines for Perinatal Care (ACOG/AAP, 2nd Edition, 1988), the various pertinent ACOG Technical Bulletins, relevant ACOG "Committee Opinions", and by the Nurses' Association of the American College of Obstetricians and Gynecologist (NAACOG). The care will be equivalent to that provided in the Physician's private practice.

7. Scheduling

The Physician agrees to cooperate with other participating physicians to set a fixed schedule to handle low-income or indigent patients seeking obstetrical services. The Physician shall coordinate scheduling with the Chief of Obstetrics and Gynecology at Williamsburg Community Hospital ("Chief"). The Chief and the

Director of the PHD shall set in writing the schedule for participating physicians. Any permanent change to the schedule shall be agreed to in writing by the Chief and the Director of the PHD. Any emergency or temporary schedule change shall be communicated to the Chief and the Director of the PHD or the nursing supervisor at the JCCHD.

8. Continuity of Care

The Physician agrees to accept patients referred under this Agreement and to provide a continuity of care for such patients through their postpartum course. Physician may refer a patient to a member of his or her staff or other physician participating with the PHD to provide obstetrical services.

9. Termination

This Agreement may be terminated by any party by providing 90 days written notice to the other parties.

10. Notification

Any notices required under this Agreement shall be in writing and personally delivered or sent by United States certified or registered mail, return-receipt-requested, postage prepaid, addressed to the party to whom it is intended at the address hereinafter set forth:

Department: Virginia Department of Health
 Attn: Robert B. Stroube, M.D., M.P.H.
 1500 E. Main Street
 P.O. Box 2448
 Richmond, Virginia 23218

Regional Office: Eastern VA Region - Community Health Services
 Attn: Dr. H. McDonald Rimple
 5700 Thurston Avenue, Suite 203
 Virginia Beach, Virginia 23455-3305

PHD: Peninsula Health Department
 Attn: Dr. Daniel Warren
 416 J. Clyde Morris Boulevard
 Newport News, Virginia 23601

County: Anthony Conyers, Jr.
 5248 Olde Towne Road
 James City County, Virginia 23188

Physician: JOHN H. BAKER M.D.
1115 PROFESSIONAL DRIVE
WILLIAMSBURG, VA. 23185

11. Jurisdiction

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

12. Purpose and Intent

The parties to this Agreement wish to promote public and private cooperation in the area of obstetrical care. The Department and PHD shall refer patients, make facilities available and provide support services to assist the Physician in providing private obstetrical services. This Agreement does not in any way make the Physician an agent or employee of the Commonwealth of Virginia or any of its political subdivisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Virginia Department of Health

By: _____
its: _____

Eastern Virginia Regional Office

By: _____
Regional Medical Director

Peninsula Health Department

By: _____
Director

County of James City

By: _____

Physician

John H. Baker, M.D.

Approved as to form by

Assistant Attorney General

Agreements also signed with:

- Dr. David C. Pearce
- Dr. Roger W. Jones
- Dr. Camilla Buchanan
- Dr. Daniel G. Jenkins
- Dr. Beth Scharlop