

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 3RD DAY OF JULY, NINETEEN HUNDRED NINETY-FIVE, AT 7:05 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Perry M. DePue, Chairman, Powhatan District (Absent)
David L. Sisk, Vice Chairman, Roberts District (Absent)

Jack D. Edwards, Berkeley District
Robert A. Magoon, Jr., Jamestown District
Stewart U. Taylor, Stonehouse District
David B. Norman, County Administrator
Frank M. Morton, III, County Attorney

Mr. David B. Norman, County Administrator, asked for nomination of a temporary chairman to serve at this meeting because of the absence of both the Chairman and Vice Chairman.

Mr. Edwards nominated Mr. Taylor to serve as Chairman Pro Tem.

On a roll call, the vote was: AYE: Edwards, Magoon, Taylor (3). NAY: (0).

**B. MINUTES - June 14, 1995 - Special Meeting
June 19, 1995 - Regular Meeting**

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

Mr. Magoon made a motion to approve the two sets of minutes.

On a roll call, the vote was: AYE: Edwards, Magoon, Taylor (3). NAY: (0).

C. CONSENT CALENDAR

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

Mr. Taylor made a motion to approve the Consent Calendar.

On a roll call, the vote was: AYE: Edwards, Magoon, Taylor (3). NAY: (0).

1. July is Recreation and Parks Month**RESOLUTION****JULY IS RECREATION AND PARKS MONTH**

WHEREAS, the National Recreation and Park Association has designated July as Recreation and Parks Month; and

WHEREAS, James City County Division of Parks and Recreation is an organizational member of the Association and seeks to promote quality leisure programs; and

WHEREAS, the provision and preservation of parks and open spaces are both an investment and insurance plan for our collective quality of life; and

WHEREAS, physical recreation and meaningful leisure experiences contribute to physical and mental well-being as well as the overall quality of life; and

WHEREAS, community recreation and leisure opportunities create socially beneficial connections between and among individuals, groups, and communities; and

WHEREAS, parks and recreation services provide preventive health benefits, support more productive work forces, enhance the desirability of locations for business and families, and stimulate tourism revenues to increase a total community economic development model.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia hereby designates July 1995 as Recreation and Parks Month.

BE IT FURTHER RESOLVED, that all citizens of James City County join in this nationwide celebration bringing recognition to all the benefits derived from quality public and private recreation and park resources at the local level.

2. Grant for the Arts**RESOLUTION****BUDGET AMENDMENT - STATE ARTS GRANT**

WHEREAS, the Board of Supervisors of James City County has been awarded a challenge grant in the amount of \$3,750 from the State Commission for the Arts based on an application submitted on the County's behalf by the Williamsburg Regional Arts Commission.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes the acceptance of this grant and approves the following budget adjustment in the County's General Fund:

Revenue

From the Commonwealth - Arts Grant

\$3,750

Expenditures

Contributions - Williamsburg Regional Arts Commission \$3,750

D. PUBLIC HEARINGS

1. Case No. Z-7-95. Holly Ridge

Mr. Mark J. Bittner, Planner, stated that Mr. Henry Stephens of ADI had applied to rezone approximately 10.5 acres from LB, Limited Business, and R-2, General Residential, to R-2, General Residential, with proffers, to subdivide for 22 single-family home lots, located at 1756 and 1760 Jamestown Road, further identified as Parcel Nos. (12-27) and (12-28) on James City County Real Estate Tax Map No. (47-3).

Staff determined that the archaeological proffer and setback proffers were acceptable; that the proposal was consistent with the land use and density designation of the Comprehensive Plan and consistent with strategy to help reduce need for road improvements.

In concurrence with staff, the Planning Commission unanimously recommended approval of the rezoning application.

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

The Board, staff and applicant briefly discussed the greenbelt and setback.

Mr. Taylor made a motion to approve the resolution.

On a roll call, the vote was: AYE: Edwards, Magoon, Taylor (3). NAY: (0).

RESOLUTION

CASE NO. Z-7-95. HOLLY RIDGE

WHEREAS, in accordance with Section 15.1-431 of the Code of Virginia, and Section 20-15 of the James City County Zoning Ordinance, a public hearing was advertised, adjoining property owners notified, and a hearing scheduled on Zoning Case No. Z-7-95 for rezoning approximately 10.5 acres from R-2 and LB, to R-2, with proffers, identified as Parcel Nos. (12-27) and (12-28) on James City County Real Estate Tax Map No. (47-3); and

WHEREAS, the Planning Commission of James City County, unanimously recommended approval of Case No. Z-7-95.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve Zoning Case No. Z-7-95 and accepts the voluntary proffers.

2. Case No. SUP-20-95. Williamsburg Unitarian Universalist Church

Mr. Gary A. Pleskac, Planner, stated that Mr. David Stemann of Carlton Abbott and Partners had applied on behalf of the Trustees for the Williamsburg Unitarian Universalist Church for a special use permit to allow the use of existing church property by Williamsburg Montessori School for school classes for grades one, two

and three, zoned R-8, Rural Residential, located at 3051 Ironbound Road, further identified as Parcel No. (1-65) on James City County Real Estate Tax Map No. (47-1).

In concurrence with staff, the Planning Commission unanimously recommended approval of the special use permit with conditions listed in the resolution.

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

Mr. Magoon made a motion to approve the resolution.

On a roll call, the vote was: AYE: Edwards, Magoon, Taylor (3). NAY: (0).

RESOLUTION

CASE NO. SUP-20-95. WILLIAMSBURG UNITARIAN UNIVERSALISTS CHURCH

WHEREAS, the Board of Supervisors of James City County has adopted by Ordinance specific land uses that shall be subjected to a special use permit process; and

WHEREAS, the Planning Commission of James City County, following its public hearing on June 13, 1995, recommended approval of Case No. SUP-20-95, by a vote of 6-0, to permit the Williamsburg Montessori School to conduct elementary school classes in an existing structure owned by the Williamsburg Unitarian Universalist Church at 3051 Ironbound Road, as identified on the conceptual plan submitted with this application and further identified as Parcel No. (1-65) on James City County Real Estate Tax Map No. (47-1).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the issuance of Special Use Permit No. SUP-20-95 as described herein with the following conditions:

1. If construction has not commenced on the project within twelve (12) months from the issuance of the special use permit, it shall become void. During this twelve (12) month period, permits pertaining to the construction shall be secured and a site plan amendment application shall be filed on SP-93-94 for this proposed use.
2. Williamsburg Montessori School shall provide a student drop-off point and a walkway to the facility with their location shown on the site plan amendment and approved by the Director of Planning.
3. Williamsburg Montessori School shall have no more than twenty-five students at this facility at any one time. Additional students above the number of 25 will require an additional special use permit. Any physical expansion of the proposed facility will require an additional site plan amendment to SP-93-94.
4. The applicant shall place additional evergreen landscape screening along the playground fence that fronts on Ironbound Road and which abuts the single-family property to the south of the proposed school. The fence shall not exceed five (5) feet in height. The applicant shall show the landscaping for this facility on the site plan amendment and it shall be approved by the Director of Planning.

3. Case No. SUP-19-95. Middle Peninsula Juvenile Detention Center

Mr. Bittner stated that James City County had applied on behalf of the Middle Peninsula Juvenile Detention Center for a special use permit to construct a juvenile detention facility to serve 19 jurisdictions located on Upper, Middle, and Lower Peninsulas along the Chesapeake Bay, on 17 acres zoned R-8, Rural Residential, located at 9316 Merrimac Trail, further identified as Parcel No. (1-1) on James City County Real Estate Tax Map No. (60-1).

Staff determined the proposal was consistent with the Comprehensive Plan and surrounding development and zoning.

In concurrence with staff, the Planning Commission unanimously recommended approval of the special use permit with conditions listed in the resolution.

Mr. Taylor opened the public hearing.

1. Mr. John E. McDonald, Manager, Financial Management Services, was available for questions and requested Board approval of the facility.

2. Mr. Ed Oyer, 139 Indian Circle, spoke in opposition to acceptance of the facility for regionalism; Mr. Oyer asked that if the Board was inclined to approve the Special Use Permit, that language be added to the contract that guaranteed space for James City County.

Mr. Taylor closed the public hearing.

Mr. Edwards noted that Mr. DePue and Mr. Sisk in absentia had reviewed the case and it was agreeable to them.

Mr. Edwards asked Mr. McDonald to respond to Mr. Oyer's remarks.

Mr. McDonald stated that the contract was made with the 19 jurisdictions on first-come, first-serve basis. He explained that the site locations in other jurisdictions impacted commercial or residential areas, and water and sewer were unavailable in the rural communities.

Mr. Edwards made a motion to approve the resolution.

On a roll call, the vote was: AYE: Edwards, Magoon, Taylor (3). NAY: (0).

RESOLUTION

CASE NO. SUP-19-95. MIDDLE PENINSULA JUVENILE DETENTION CENTER

WHEREAS, the Board of Supervisors of James City County has adopted by ordinance specific land uses that shall be subjected to a special use permit process; and

WHEREAS, the Planning Commission of James City County, following its public hearing on June 13, 1995, unanimously recommended approval of Case No. SUP-19-95 to permit the construction of a juvenile detention center to serve jurisdictions located on the Upper, Middle, and Lower Virginia Peninsulas along the Chesapeake Bay at 9316 Merrimac Trail, further identified as Parcel No. (1-1) on James City County Real Estate Tax Map No. (60-1).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the issuance of Special Use Permit No. SUP-19-95 as described herein with the following conditions:

1. If construction on the project has not commenced within 24 months from the date of issuance of the special use permit, it shall become void. Commencement of construction shall be defined as the excavation, approved inspection of footings, and pouring of footings for any public buildings allowed under this permit.
2. There shall be 50-foot landscape buffers along the Interstate 64 and Merrimac Trail frontages of the property, and the western border of the property. It is the intent of this condition to retain the existing vegetation within these landscape buffers to the maximum extent possible. The buffer along the Interstate 64 frontage shall be measured from the future right-of-way of the planned Interstate 64 expansion. The buffer along the Merrimac Trail frontage shall be measured from the Merrimac Trail right-of-way. The Planning Director may reduce the width of existing vegetation to be retained along the Merrimac Trail frontage, provided that enhanced landscaping is provided. Under no circumstances shall less than 30 feet of existing vegetation be retained along the Merrimac Trail frontage. All buffers shall remain undisturbed and in their natural states except that approved utilities, easements, signs, stormwater management facilities, and the entrance to the site shall be permitted within these buffers. All buffer encroachments and crossings shall be subject to approval by the Planning Director prior to final site plan approval and the Planning Director may require additional landscaping to reduce their impact.
3. All necessary agreements and easements shall be obtained for the use and long-term maintenance of any off-site Best Management Practices prior to final site plan approval.
4. Access to the site shall be through the western entrance to the Virginia Peninsula Regional Jail facility located off of Merrimac Trail (Route 143), with no new entrances onto Merrimac Trail constructed.

4. Case No. SUP-12-95. Avalon/Governor's Land Water Main (Amendment to SUP-42-89)

Mr. Bittner stated that Mr. J. E. Phillips, Jr., had applied on behalf of the Avalon Women's Shelter for a special use permit to amend SUP-42-89 to allow the existing shelter and a proposed expansion to the Governor's Land Water Main, on approximately 5 acres located outside the Primary Service Area, zoned A-1, General Agricultural, located on John Tyler Highway, further identified as Parcel No. (1-8) on James City County Real Estate Tax Map No. (45-1).

Staff determined the proposed expansion would not involve a new use and, therefore, would not constitute a significant precedent encouraging expansion of public utilities outside the Primary Service Area.

In concurrence with staff, the Planning Commission, by a vote of 4-1, with one abstention, recommended approval of the special use permit with conditions listed in the resolution.

Mr. Taylor opened the public hearing.

1. Mr. Howard M. McDermott, 2792 John Tyler Highway, stated that the community was single-family residences which were outside the Primary Service Area and did not have the privilege to connect to the water main. He spoke in opposition to the expansion and connection as unfair to other residents in the area.

2. Mr. Channing Hall, 133 Indian Springs Road, representing Mr. Joseph Phillips as a member of the Avalon Women's Shelter Board, gave a brief outline of the facility and asked for approval of the special use permit.

3. Mr. Robert Jones, John Tyler Highway, spoke in support of the shelter's services, stated that the cost prohibited most residents from connection to the water line, and asked that the area be reviewed during the Comprehensive Plan update process.

4. Mr. Ed Oyer, 139 Indian Circle, spoke in support of Mr. McDermott and Mr. Jones' statements and asked the Board to reject the application.

Mr. Taylor closed the public hearing.

Mr. Edwards questioned who grants a waterworks operating permit and what are difficulties and costs.

Mr. Magoon suggested deferral of the case until all Board members could be present at the July 17, 1995 Board of Supervisors' meeting. He explained that Mr. Sisk was out of town and Mr. DePue was taking care of a vehicle accident involving his family.

5. Case No. ZO-5-95. Ordinance Amendment, Zoning, Chapter 20, Article I, In General, Section 20-2, Special Regulations, Section 20-53, Minimum Off-Street Parking, and Section 20-68, Sign Dimensions and Special Regulations

Mr. John B. Patton, Development Management Technician, stated that the proposed amendment would allow addition or clarification of certain terms and definitions, and deletion, revision or addition of certain sections that address specific aspects of lighting design.

In concurrence with staff, the Planning Commission unanimously recommended approval.

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

Mr. Magoon made a motion to approve the ordinance amendment.

On a roll call, the vote was: AYE: Edwards, Magoon, Taylor (3). NAY: (0).

6. Case No. SO-1-94. Ordinance Amendment, Chapter 17, Article II, Section 17-27, Preliminary Plan, Subdivision Drainage

Case No. SO-1-95. Ordinance Amendment, Chapter 17, Subdivisions, Article II, Section 17-29, Final Plan, Plat Note

Mr. Pleskac stated that the subdivision drainage proposed amendment would require subdivision plans to show at least one contour line for each 100 feet of horizontal distance. He explained that the amendments require different topographic plan submittal requirements for areas generally south of Route 5 and areas generally north of Route 5, the two topographically distinct areas of the County.

He further stated that the proposed amendment would require a note stating that the environmentally sensitive areas on the plat should be left in natural undisturbed state except activities permitted by the Chesapeake Bay Act or as listed in easement language.

In concurrence with staff, the Planning Commission unanimously recommended approval of the ordinance amendments.

Mr. Taylor opened the public hearings, and as no one wished to speak, he closed the public hearings.

Mr. Magoon suggested deferral of the ordinance amendments until all Board members could be present at the July 17, 1995, Board of Supervisors' meeting.

E. BOARD CONSIDERATIONS

1. Agreement with Olde Towne Medical Center

Mr. John E. McDonald, Manager, Financial and Management Services, stated that minor changes to the Olde Towne Medical Center Agreement were necessary to accommodate changing needs of the County and Williamsburg Area Medical Assistance Corporation.

Staff recommended approval of the resolution.

Mr. Edwards made a motion to approve the resolution.

On a roll call, the vote was: AYE: Edwards, Magoon, Taylor (3). NAY: (0).

RESOLUTION

AGREEMENT WITH OLDE TOWNE MEDICAL CENTER

WHEREAS, James City County wishes to encourage and support the provision of low-cost, or free, primary and preventative health care to the citizens of James City County; and

WHEREAS, the Williamsburg Area Medical Assistance Corporation, d/b/a Olde Towne Medical Center, is providing a wide variety of low-cost, or free, primary and preventative health care services at the County's Human Services Building; and

WHEREAS, the County desires to maximize the impact of its limited financial support to the Olde Towne Medical Center by keeping its administrative and personnel costs to a minimum; and

WHEREAS, the County has been providing, pursuant to an Agreement dated July 1, 1993, certain personnel, financial and purchasing services to Olde Towne Medical Center.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes and directs the County Administrator to enter into an agreement effective July 1, 1995, with the Olde Towne Medical Center for the County to provide certain personnel, financial and purchasing services. The agreement shall provide that the County shall receive full reimbursement for all personnel costs of County employees assigned to the Olde Towne Medical Center.

2. Rent Payments - Williamsburg Area Medical Assistance Corporation (WAMAC)

Mr. McDonald stated that the County had deferred full collection of WAMAC rent to assist WAMAC in addressing start-up costs.

Staff recommended approval of the resolution that excuses the unpaid prior period rent due in the amount of \$75,000 and transfers that amount from Operating Contingency to Building Maintenance to complete facility improvement projects.

Mr. Edwards made a motion to approve the resolution.

On a roll call, the vote was: AYE: Edwards, Magoon, Taylor (3). NAY: (0).

RESOLUTION

RENT PAYMENTS - WILLIAMSBURG AREA MEDICAL ASSISTANCE CORPORATION

WHEREAS, the Board of Supervisors of James City County has leased space to the Williamsburg Area Medical Assistance Corporation (WAMAC) but the initial availability of funds made it difficult for WAMAC to pay the full rent to the County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby excuses \$75,000 in unpaid rent and, for the year ended June 30, 1995, said \$75,000 shall be considered a James City County contribution to WAMAC.

BE IT FURTHER RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the transfer of \$75,000 from FY 96 Operating Contingency to Building Maintenance to allow the completion of projects deferred due to the previously unpaid rent.

3. Greensprings Road Corridor Master Plan

Mr. John T.P. Home, Manager, Development Management, requested deferral of this item to allow time for further discussion.

Without objection, the Board agreed.

Mr. Magoon suggested a third option under Master Plan Options: Who participates in the process of developing the Plan.

F. PUBLIC COMMENT - None

G. REPORTS OF THE COUNTY ADMINISTRATOR - None

H. BOARD REQUESTS AND DIRECTIVES

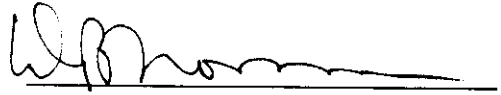
Mr. Edwards asked staff to provide more information about Wheelabrator Clean Water Systems, Inc., prior to making trip to Silver Springs, Maryland composting facility.

Mr. Norman responded that information would be provided.

Mr. Edwards made a motion to recess until 5:00 p.m., Monday, July 17, 1995, for a work session on automobile decals.

On a roll call, the vote was: AYE: Edwards, Magoon, Taylor (3). NAY: (0).

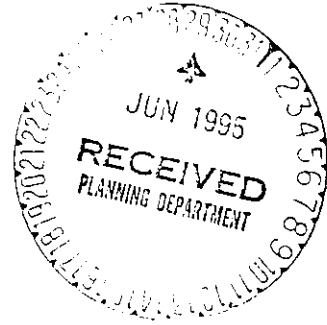
The Board recessed at 8:44 p.m.

A handwritten signature in black ink, appearing to read 'D. B. Norman', written over a horizontal line.

David B. Norman
Clerk to the Board

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PROFFER AGREEMENT

These Proffers are made as of the 31st day of May, 1995 by Beatrice F. Marcus and Emily F. Candig ("the Owners"), together with their successors and assigns, who own certain real property described on the James City County Tax Map as parcels (47-3) (12-27 and 28) herein after referred to as "the Property".

RECITALS

Owners have:

- A. The contracted to sell the Property such contract being conditioned upon rezoning that portion of the property zoned Limited Business to General Residential.
- B. The Owners have applied to James City County ("the County") for rezoning of the Property from L.B., Limited Business District ("the Existing Zoning") to R-2, General Residential District ("the Proposed Zoning").
- C. The County's Comprehensive Land Use Map specifically designates the Property as "Low Density Residential" expressly providing for conventional residential development patterns at densities of two dwelling units per acre or less.
- D. The Owners desire to offer to the County certain proffers on the development of the Property not generally applicable to land similarly zoned to provide additional protection and enhancement of the community and to provide for the high quality and orderly development of the Property.

NOW, THEREFORE, and in consideration of the approval by the County of proffers hereinafter set forth and pursuant to Section 15.1-491.1, et. seq., of the Code of Virginia, 1950, as amended, and Section 20-16, et. seq., of the County Code, the Owners agree the following proffers will be additional requirements upon the Property. In the event the zoning of the Property is not changed from the Existing Zoning to the Proposed Zoning, these proffers shall be withdrawn and shall become null and void.

PROFFERS

1. Access to the Property from Jamestown Road shall be limited to one new street intersection which shall be constructed in general alignment with the commercial entrance serving the office building across Jamestown Road from the Property. The existing driveway from Jamestown Road serving the existing house on the Property shall be abandoned and access shall be provided from the new street within one year of acceptance of the street into the Virginia Secondary Road System.
2. A Greenbelt Buffer at least fifty feet in depth shall be maintained along the Jamestown Road frontage of the Property beginning on the east side of the new street intersection and running eastward to the property line of the Property. The area within the Greenbelt Buffer shall be owned by the home association of the development, the Commonwealth of Virginia or a non-profit organization approved by James City County. The purpose of the Greenbelt Buffer is to provide a greenbelt as defined in the James City County Comprehensive Plan and its use shall be limited accordingly to subdivision entrance sign and landscaping, decorative fencing, natural vegetation and public utilities approved by the Director of Planning.
3. A Landscape Protection Easement of variable width up to twenty-five (25) feet in width shall be placed on the rear of lots contiguous to the Greenbelt Buffer at any location the Greenbelt Buffer is less than seventy-five (75) feet in depth. The width of the Landscape Protection Easement shall be the difference between seventy-five (75) feet and the actual depth of the Greenbelt Buffer. The intent is for the Landscape Protection Easement to provide additional greenbelt along Jamestown Road up to a full depth of seventy-five (75) feet and accordingly the use of the portion of any lot within the Landscape Protection Easement shall be limited by covenant running with the deed. The limitations shall include a prohibition to the removal of any living tree ten (10) inches or greater in diameter and a prohibition of structures within the Landscape Protection Easement except for fences and public utilities approved by the Director of Planning.
4. Any residence constructed on any created lot on the east side of the new street intersection shall be set back a minimum of one hundred (100) feet from the present right-of-way of Jamestown Road. This set back shall be shown on any subdivision plat of the Property and shall be included within the deed of any lot affected by this setback requirement.
5. At least fifty (50) wax myrtles or similar evergreen bushes shall be planted along the Jamestown Road frontage of the Property east of the new street intersection to supplement the understory of the wooded greenbelt buffer. The location of these plants shall be approved by the Director of Planning and the plants shall be in place prior to any certificate of occupancy issued for any house on a lot with a landscape protection easement.
6. Prior to final approval of the final subdivision plan an archeological phase one study shall be made of the property.

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Notice: This is an important document. Before signing this document, you should know these important facts. The purpose of this power of attorney is to give the person whom you designate (your "Agent") broad powers to handle your property, which may include powers to pledge, sell, or otherwise dispose of any real or personal property without advance notice to you or approval by you. You may specify that these powers will exist even after you become disabled, incapacitated, or incompetent. The powers that you give your Agent are explained more fully in New York General Obligations Law, Article 5, Title 15, Sections 5-1502A through 5-1503, which expressly permits the use of any other or different form of power of attorney desired by the parties concerned. This document does not authorize anyone to make medical or other health care decisions for you. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

Know Everyone by These Presents, which are intended to constitute a GENERAL POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law:

I, Beatrice Marcus, 180 Marlborough Rd., Brooklyn, NY do hereby appoint: (insert name and address of the principal)

Ronald K. Silversten, 5 Meadow Drive, Warren, NJ 07059

(If 1 person is to be appointed agent, insert the name and address of the agent above)

(If 2 or more persons are to be appointed agents with each agent to be able to act ALONE without requiring the consent of any other agent appointed in order to act, insert the name and address above of each agent SEPARATELY appointed and BE SURE TO insert the word "OR" between EACH designation of an agent to show that EACH agent has COMPLETE power to act alone)

(If 2 or more persons are to be appointed agents to act TOGETHER and requiring the JOINT consent of ALL appointed agents to act with no one agent to be able to act alone, insert the names and addresses above of all agents JOINTLY appointed and BE SURE TO insert the word "AND" between EVERY designation of each agent to indicate that ALL agents listed are required to act together and NONE can act alone)

MY ATTORNEY(S)-IN-FACT TO ACT

(If more than one agent is designated and the principal wants each agent alone to be able to exercise the power conferred, insert in this blank the word "SEPARATELY")

(If more than one agent is designated and the principal wants all of the designated agents together to exercise the power conferred, insert in this blank the word "JOINTLY")

(The failure to make any insertion in this blank will require the agents to act either separately or jointly, in accordance with the principal's use of the word "OR" or the other word "AND" between every respective designation of such agents above. If the principal's wishes cannot be determined because he or she fails to insert the word "OR", "AND", "SEPARATELY", or "JOINTLY" as he or she is asked to do above, the principal will be deemed to require the agents designated above to act jointly.)

IN MY NAME, PLACE AND STEAD in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent:

Initial in the opposite box any one or more of the subdivisions as to which the principal WANTS to give the agent authority.

(NOTICE: The principal must write his or her initials in the corresponding blank space of a box below with respect to each of the subdivisions (A) through (N) below for which the principal WANTS to give the agent(s) authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision)

- (A) real estate transactions; [B/M]
- (B) chattel and goods transactions; [B/M]
- (C) bond, share and commodity transactions; [B/M]
- (D) banking transactions; [B/M]
- (E) business operating transactions; [B/M]
- (F) insurance transactions; [B/M]
- (G) estate transactions; [B/M]
- (H) claims and litigation; [B/M]
- (I) personal relationships and affairs; [B/M]
- (J) benefits from military service; [B/M]
- (K) records, reports and statements; [B/M]
- (L) full and unqualified authority to my attorney(s)-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select; [B/M]
- (M) all other matters; [B/M]
- (N) if the blank space in the box to the right is initialed by the principal, this power of attorney shall not be affected by the subsequent disability or incompetence of the principal; [B/M]

(Special provisions and limitations may be included in the statutory short form power of attorney only if they

1-27-95

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

In Witness Whereof, I have hereunto signed my name and affixed my seal on February 6, 1995
Bethesda Mirana (Seal)
(Signature of Principal)

STATE OF NEW YORK, COUNTY OF _____ ss.:
On _____ before me personally came
to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK, COUNTY OF Albany ss.:
On February 6, 1995 before me personally came
BETHSUDA MIRANA
to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that she executed the same.



AFFIDAVIT THAT POWER OF ATTORNEY IS IN FULL FORCE

STATE OF _____ COUNTY OF _____ ss.:
being duly sworn, deposes and says:

1. The Principal within did, in writing, appoint me as the Principal's true and lawful attorney(s)-in-fact in the within Power of Attorney.
2. As Attorney for the Principal and pursuant to the Power of Attorney, I have executed the following Instrument(s):
3. At the time I executed the Instrument(s) I had no actual knowledge or actual notice of revocation or termination of the Power of Attorney by death or otherwise, or knowledge of any facts indicating the same. I further represent that the Principal is alive, has not revoked or repudiated the Power of Attorney and the Power of Attorney still is in full force and effect.
4. I make this affidavit for the purpose of inducing

to accept delivery of the Instrument(s), as executed by me in my capacity as the Attorney(s)-in-fact, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of the Instrument(s) and in paying good and valuable consideration therefor.

Sworn to before me on _____ 19 _____

Editor's note: If the principal wishes to allow the attorney to make gifts or to continue a pattern of gifts the principal has begun for estate planning, the IRS may require additional language.

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TO

Blumberg

Statutory Short Form

VIRGINIA: City of Williamsburg and County of James City, to Wit:
 In the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City the _____ day of Sept., 1995. This PLN was presented with certificate annexed and admitted to record at 3:37 o'clock
 Teste: Helena S. Ward, Clerk
 by [Signature]
 Deputy Clerk

Power of Attorney

312

Notice: This is an important document. Before signing this document, you should know these important facts. The purpose of this power of attorney is to give the person whom you designate (your "Agent") broad powers to handle your property, which may include powers to pledge, sell, or otherwise dispose of any real or personal property without advance notice to you or approval by you. You may specify that these powers will exist even after you become disabled, incapacitated, or incompetent. The powers that you give your Agent are explained more fully in New York General Obligations Law, Article 5, Title 15, Sections 5-1502A through 5-1503, which expressly permits the use of any other or different form of power of attorney desired by the parties concerned. This document does not authorize anyone to make medical or other health care decisions for you. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

Know Everyone by These Presents, which are intended to constitute a GENERAL POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law:

I, Emily Candiq, 201 E. 17th St., New York, NY 10003 do hereby appoint:

Ronald K. Silversten, 5 Meadow Drive, Warren, NJ 07059

(If 1 person is to be appointed agent, insert the name and address of the agent above)

(If 2 or more persons are to be appointed agents with each agent to be able to act ALONE without requiring the consent of any other agent appointed in order to act, insert the name and address above of each agent SEPARATELY appointed and BE SURE TO insert the word "OR" between EACH designation of an agent to show that EACH agent has COMPLETE power to act alone)

(If 2 or more persons are to be appointed agents to act TOGETHER and requiring the JOINT consent of ALL appointed agents to act with no one agent to be able to act alone, insert the names and addresses above of all agents JOINTLY appointed and BE SURE TO insert the word "AND" between EVERY designation of each agent to indicate that ALL agents listed are required to act together and NONE can act alone)

MY ATTORNEY(S)-IN-FACT TO ACT

(If more than one agent is designated and the principal wants each agent alone to be able to exercise the power conferred, insert in this blank the word "SEPARATELY")

(If more than one agent is designated and the principal wants all of the designated agents together to exercise the power conferred, insert in this blank the word "JOINTLY")

(The failure to make any insertion in this blank will require the agents to act either separately or jointly, in accordance with the principal's use of the word "OR" or the other word "AND" between every respective designation of such agents above. If the principal's wishes cannot be determined because he or she fails to insert the word "OR", "AND", "SEPARATELY", or "JOINTLY" as he or she is asked to do above, the principal will be deemed to require the agents designated above to act jointly.)

IN MY NAME, PLACE AND STEAD in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent:

Initial in the opposite box any one or more of the subdivisions as to which the principal WANTS to give the agent authority.

(NOTICE: The principal must write his or her initials in the corresponding blank space of a box below with respect to each of the subdivisions (A) through (N) below for which the principal WANTS to give the agent(s) authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision)

- (A) real estate transactions;
- (B) chattel and goods transactions;
- (C) bond, share and commodity transactions;
- (D) banking transactions;
- (E) business operating transactions;
- (F) insurance transactions;
- (G) estate transactions;
- (H) claims and litigation;
- (I) personal relationships and affairs;
- (J) benefits from military service;
- (K) records, reports and statements;
- (L) full and unqualified authority to my attorney(s)-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select;
- (M) all other matters;
- (N) if the blank space in the box to the right is initialed by the principal, this power of attorney shall not be affected by the subsequent disability or incompetence of the principal;

(Special provisions and limitations may be included in the statutory short form power of attorney only if they

10700

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

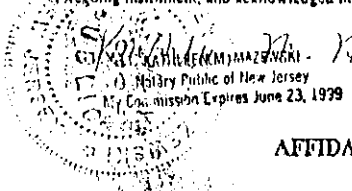
In Witness Whereof, I have hereunto signed my name and affixed my seal on

19

Emily Candy (Seal)
(Signature of Principal)

New Jersey Somerset
STATE OF NEW YORK, COUNTY OF
On February 10, 1995 before me personally came
Emily Candy
to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that she executed the same.

STATE OF NEW YORK, COUNTY OF
On _____ before me personally came
to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same



AFFIDAVIT THAT POWER OF ATTORNEY IS IN FULL FORCE

STATE OF _____ COUNTY OF _____ ss.:

being duly sworn, deposes and says:

1. The Principal within did, in writing, appoint me as the Principal's true and lawful attorney(s)-in-fact in the within Power of Attorney.
2. As Attorney for the Principal and pursuant to the Power of Attorney, I have executed the following Instrument(s):
3. At the time I executed the Instrument(s) I had no actual knowledge or actual notice of revocation or termination of the Power of Attorney by death or otherwise, or knowledge of any facts indicating the same. I further represent that the Principal is alive, has not revoked or repudiated the Power of Attorney and the Power of Attorney still is in full force and effect.
4. I make this affidavit for the purpose of inducing

to accept delivery of the Instrument(s), as executed by me in my capacity as the Attorney(s)-in-fact, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of the Instrument(s) and in paying good and valuable consideration therefor.

Sworn to before me on _____ 19 _____

Filing note: If the principal wishes to allow the attorney to make gifts or to continue a pattern of gifts the principal has begun for estate planning, the IRS may require additional language.

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TO _____

Power of Attorney
Statutory Short Form

VIRGINIA: City of Williamsburg and County of _____
City, to Wit:
of the Circuit Court of the
County of James City the
_____ 1995. This _____
with certificate annexed and
_____ o'clock
3 S. Ward, Clerk
Bill [Signature]
Deputy Clerk

GENERAL PROFFERS

1. HEADINGS:

All section and subsection headings of the Agreement are for convenience only and are not part of these proffers.

2. SEVERABILITY OF PROVISIONS:

If any clause, sentence, paragraph, section or subsection of these Proffers shall be adjudged by any Court of competent jurisdiction to be invalid for any reason, including a declaration that it is contrary to the Constitution of the Commonwealth or of the United States, or if the application thereof to the Owner or to any government agency or circumstance is held invalid, such judgment or holding shall be confined in its operation to the clause, sentence, paragraph, section or subsection hereof or the specific application thereof, directly involved in the controversy in which the judgment or holding shall have been rendered or made, and shall not in any way affect the validity of any other clause, sentence, paragraph, section or subsection hereof, or affect the validity of the application thereof to the Owner or to any other government agency, person or circumstance.

WITNESS the following signature and seal:

Beatrice F. Marcus and Emily F. Candig

By: [Signature]

Ronald K. Silverstein, Esquire
Attorney in Fact

Anne The foregoing instrument was acknowledged before me this 27th day of June 1995 by Ronald K. Silverstein, attorney in fact, for Beatrice K. Marcus and Emily F. Candig.

[Signature]

JUDITH S. KURZEJA NOTARY PUBLIC

Notary Public of New Jersey

My Commission Expires Nov. 12, 1997

VIRGINIA: City of Williamsburg and County of [unclear]

My commission expires: _____

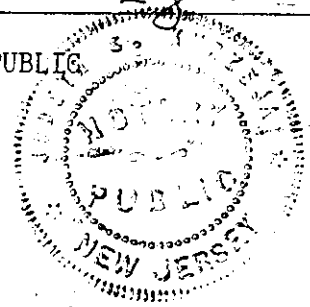
In _____ Clerk's Office _____ of the
City of Williamsburg and County of _____ City the

8 day of Sept, 1995. This Proffer

was presented with certificate annexed and
admitted to record at 3:35 o'clock

Teste: Helene S. Ward, Clerk

by [Signature]
Notary Clerk



JUL 3 1995

BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

ORDINANCE NO. 31A-163

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 20, ZONING, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING ARTICLE I, IN GENERAL, SECTION 20-2, DEFINITIONS; ARTICLE II, SPECIAL REGULATIONS, DIVISION 2, HIGHWAYS, STREETS, PARKING AND LOADING, SECTION 20-53, MINIMUM OFF-STREET PARKING; DIVISION 3, EXTERIOR SIGNS, SECTION 20-68, SIGN DIMENSIONS AND SPECIAL REGULATIONS; AND SECTION 20-70, PROHIBITED SIGNS; IN ORDER TO PROVIDE FOR THE SAFETY AND WELFARE OF THE COMMUNITY AND MORE CLOSELY CONFORM WITH THE ADOPTED COMPREHENSIVE PLAN.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 20, Zoning, is hereby amended and reordained by amending Section 20-2, Definitions, Section 20-53, Minimum off-street parking, Section 20-68, Sign dimensions and special regulations, and Section 20-70, Prohibited signs.

Chapter 20. Zoning

Article I. In General

Section 20-2. Definitions.

Glare. The effect of a light source that shines so as to be conspicuous and obtrusive.

Horizontal Light Bars/Strips. An illumination device erected in a way so there is no visible bulb, lens or globe and designed such that there is no light spillage beyond the intended object to be illuminated.

Ordinance to Amend and Reordain
 Chapter 20. Zoning
 Page 2

Iso-footcandle Diagram. A diagram consisting of lines showing the relative illumination in foot candles from a light source or group of light sources.

Luminary. A lighting fixture assembly or source of artificial illumination including, but not limited to, bulbs, lamps, reflectors, refractors and housings associated with them.

Spillage (Light). Light which falls or is transmitted from a luminary in one area or site into an adjoining area or site.

Article II. Special Regulations

Division 2. Highways, Streets, Parking, and Loading

Section 20-53. Minimum off-street parking.

(c) Design.

Parking areas shall be arranged for functional efficiency and convenience and shall be designed to be amenable to surrounding property. Parking areas, accessory or otherwise, shall comply with the following:

- (3) Adequate lighting shall be provided if the uses which are served by the parking lot will be in operation at night. ~~The type of light fixture shall not be metal halide.~~ The lighting in parking lots shall be directed so as not to produce objectionable glare on any adjacent property or public right-of-way, and no lighting fixture shall exceed a height of ~~20~~ 30 feet. *Height of the light fixture shall be the distance from ground or finished grade level to the highest point of a luminary.* ~~Fixtures~~ *Luminaries* shall be mounted on light poles ~~shall not exceed an angle of~~

~~15 degrees past~~ horizontally and shall be recessed fixtures with no bulb, lens or globe extending below the casing. Plans detailing the illumination patterns (*Iso-footcandle diagrams*) and specific design of all lighting fixtures shall be submitted for review along with the site plan. ~~This requirement shall not apply to parking areas designed to accommodate four or less vehicles.~~

- a. Upon application to the director of planning, the applicant may request a waiver to allow for the maximum height of the light poles luminaries to be raised to a maximum of 30 feet height in excess of 30 feet up to the height of the main structure on the property or a maximum of 60 feet above grade which ever is less. Such a waiver shall only be granted if the following conditions are met:

~~1. The waiver shall be applied to lots in excess of 500 spaces only.~~

~~2. The waiver shall not be applied to any out-parcel development.~~

31. ~~No light pole within 150 feet of~~ The horizontal distance of the luminary from any public right-of-way or adjacent residential or agricultural property shall exceed a maximum height of 20 feet be at least four times the height of the luminary.

~~4. No fixture mounted on a 30-foot pole shall exceed an angle of 15 degrees past horizontal.~~

52. The applicant shall demonstrate to the Planning Director that no additional glare will be shed upon adjacent properties and roadways by the placement of higher poles.

- (d) Special provisions for bus parking. If provided, bus parking areas shall be arranged for functional efficiency and convenience and shall be designed to be amenable to surrounding property. Bus parking areas, accessory or otherwise, are exempted from the requirements of paragraph (c) above, but shall comply with the requirements of paragraph (b)(1) and with the following:
- (7) Adequate lighting shall be provided if the uses which are served by the bus parking area will be in operation at night. ~~The type of light fixture shall not be metal halide.~~ The lighting shall be directed so as not to produce objectionable glare on any adjacent property or public right-of-way and no lighting fixture shall exceed a height of 30 feet. *Luminaries shall be mounted on light poles horizontally and shall be recessed fixtures with no bulb, lens or globe extending below the casing.* Plans detailing the illumination patterns (*Iso-footcandle diagrams*) and specific design of all lighting fixtures shall be submitted for review along with the site plan.
- a. *Upon application to the director of planning, the applicant may request a waiver to allow for the height of the luminaries to be raised to a height in excess of 30 feet up to the height of the main structure on the property or a maximum of 60 feet above grade which ever is less. Such a waiver shall only be granted if the following conditions are met:*
- 1. The horizontal distance of the luminary from any public right-of-way or adjacent residential or agricultural property shall be at least four times the height of the luminary.*
 - 2. The applicant shall demonstrate to the Planning Director that no glare will be shed upon adjacent properties and roadways by the placement of higher poles.*

Division 3. Exterior Signs

Section 20-68. Sign dimensions and special regulations.

(i) Residential subdivision signs. For identification of residential subdivisions, no sign intended to be read from any public right-of-way adjoining the district shall be permitted except one identification sign, not exceeding 32 square feet in area, for each principal entrance. Such sign is bound by all other provisions of this section and will also conform with the following criteria:

- (1) If freestanding, such sign shall not exceed a height of 15 feet above grade.
- (2) If illuminated, the sign shall be illuminated by ground mounted spotlights *or horizontal light bars/strips*. The spotlights shall be concealed by landscaping. *The lamps or bulbs shall not be visible* and no glare shall be cast upon any adjacent property, or public or private right-of-way.
- (3) If the sign is located at the corner of two right-of-ways, the sign may be placed no closer than ten feet to the corner.

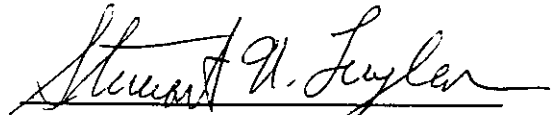
(j) Signs on properties adjacent to residential districts. On properties adjacent to residential districts, any sign shall be limited to 32 square feet in area. The top of the sign shall not exceed 15 feet above grade. If the sign is freestanding and illuminated, the lights shall be *horizontal light bars/strips or ground mounted*

Ordinance to Amend and Reordain
 Chapter 20. Zoning
 Page 6

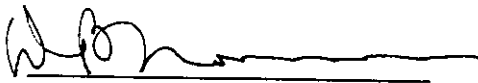
spotlights concealed by landscaping; . *The lamps or bulbs shall not be visible and shall be directed away from any adjacent property, or public or private right-of-way. The sign shall be lit only during the normal operating hours of the associated use.*

Section 20-70. Prohibited signs.

- (4) Signs which produce light from within shall be prohibited within 150 feet of the proposed future right-of-way of any road designated a greenbelt road by the James City County Comprehensive Plan. *If illuminated, signs within this area, shall be illuminated by horizontal light bars/strips or ground mounted spot lights and designed in such a way that bulbs, lenses, or globes shall not be visible from the right-of-way and no glare shall be cast upon any adjacent property or public or private right-of-way.*


 Stewart U. Taylor, Chairman Pro Tem
 Board of Supervisors

ATTEST:


 David B. Norman
 Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
SISK	ABSENT
EDWARDS	AYE
MAGOON	AYE
TAYLOR	AYE
DEPUE	ABSENT

Adopted by the Board of Supervisors of James City County, Virginia, this 3rd day of July 1995.

**AGREEMENT TO ASSIGN EMPLOYEES
AND PROVIDE FINANCIAL SERVICES**

THIS AGREEMENT, made this 1st day of June, 1995, by and between the COUNTY OF JAMES CITY, VIRGINIA ("County"), a political subdivision of the Commonwealth of Virginia, and the WILLIAMSBURG AREA MEDICAL ASSISTANCE CORPORATION ("WAMAC"), a Virginia nonprofit corporation.

WITNESSETH

WHEREAS, the County is in need of greater low-cost medical services for its citizens and WAMAC has agreed to provide such services; and

WHEREAS, the employment and assignment of employees by the County to WAMAC is necessary for the operation of a local medical clinic which will benefit the citizens of the County and surrounding communities; and

WHEREAS, the County agrees to assist WAMAC by providing certain personnel, purchasing and financial services and expertise.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants herein contained, the parties agree as follows:

1. The County Human Resources Department, in coordination with WAMAC, shall recruit and hire employees (the "Employees"), for positions to be designated and defined by WAMAC as approved by the County Board of Supervisors. WAMAC shall develop a job description, approved by the County, prior to the

County advertising each of the positions. The Employees shall be employees of the County assigned to WAMAC for training and the performance of services.

2. The parties may agree in writing to have the County Administrator establish temporary positions assigned to WAMAC. Any persons hired and assigned pursuant to this paragraph shall be Employees for the purposes of this Agreement.

3. The County shall be responsible for the payment of all salaries, workers' compensation coverage, insurance and all other fringe benefits and costs incident to employment of the Employees including withholding of payroll deductions. To the extent possible, the County shall cover the Employees under its general liability and risk management programs. These costs shall be accounted for as if WAMAC were a County department and shall be independent of the County's General Fund.

4. WAMAC shall be responsible for reimbursing the County for all salaries, benefits and other expenses incurred due to the employment of the Employees including, but not limited to, salaries, workers' compensation coverage, insurance and other fringe benefits. Such reimbursement shall be made by WAMAC to the County on a monthly basis or as otherwise agreed to by the parties in writing.

5. The County's Personnel Policies and Procedures Manual, as amended, ("County's Personnel Manual") shall be followed by WAMAC with regard to the Employees. The positions of the Employees shall be classified as "other position" as defined under

Section 2.3(E) of the County's Personnel Manual. All policies of the County's Personnel Manual shall apply to the Employees except for the Compensation Plan and the Classification Plan. WAMAC shall develop and submit to the County's Department of Human Resource a Compensation Plan and Classification Plan for the Employees.

6. The Employees shall be eligible to participate in County benefit programs such as health insurance, retirement, flexible spending, deferred compensation, long term disability and other similar programs offered to other County employees.

7. The general supervision of the Employees shall be undertaken by the Executive Director of WAMAC. The daily supervision shall be executed by WAMAC in accordance with the County's Personnel Manual. Such supervision shall include day-to-day work assignments, scheduling and daily management.

8. The Executive Director of WAMAC shall perform the evaluation of Employees pursuant to the County's Personnel Manual. The evaluation for the Executive Director shall be performed by the WAMAC Board of Directors and shall be submitted in writing to the County's Manager of Community Services for his review and approval.

9. In the event that any of the Employees at any time fails to follow the County's standards of conduct or fails to render satisfactory work performance, the employment of that individual may only be terminated by the County, after consultation and coordination with the Executive Director or Board of Directors of WAMAC, pursuant to the County's Personnel Manual. The County shall have final say in the termination of the Employees.

10. WAMAC shall furnish the Employees, at WAMAC's expense, such supplies, equipment, material and other assistance as may be required in the performance of their duties.

11. The County's Purchasing Office shall provide advice and expertise in procurement actions, as requested by the Executive Director of WAMAC. All procurement action processed through the County shall follow the County's Purchasing Manual, as amended.

12. The County shall provide all general ledger accounting services for WAMAC. WAMAC shall cooperate with the County in preparing any necessary financial reports and WAMAC shall make all its financial records available to the County.

13. The County's Financial Management Department shall process and pay, with funds held on behalf of WAMAC, all invoices submitted by WAMAC and shall provide WAMAC a detailed accounting on a monthly basis. The County may include additional financial information provided by WAMAC in the monthly accounting. Prior to any payment, an authorized representative of WAMAC shall approve each invoice for payment and assign an account number. A list of account numbers shall be established in advance by WAMAC and the County. WAMAC shall have an independent financial audit performed annually. WAMAC may choose to be included as a separate entity in the County audit or to have an independent firm perform the audit. In either case, the costs associated with the audit will be borne by WAMAC and WAMAC shall provide the County a copy of such audit.


14. This Agreement shall be effective July 1, 1995 and shall continue in effect until June 30, 1996. This Agreement shall

be automatically renewed for each successive year unless either party provides the other party written notice of termination no less than ninety (90) days prior to the annual July 1st renewal date.

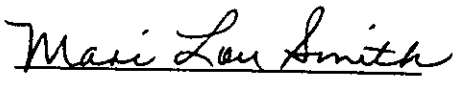
15. Any amendment to this Agreement shall be in writing signed on behalf of each of the parties.

IN WITNESS WHEREOF, each of the parties have executed this Agreement by its duly authorized representatives as of the date first above written.

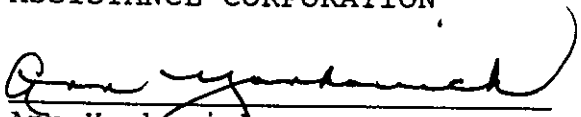
COUNTY OF JAMES CITY, VIRGINIA

By: 
David B. Norman
County Administrator

ATTEST:



WILLIAMSBURG AREA MEDICAL ASSISTANCE CORPORATION

By: 
Ann Yankovich
President

ATTEST:

