



MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY

MEMORANDUM

TO: MPCBPAA
FROM: Harrison P. Bresee III, PAA Staff
DATE: December 3, 2013
RE: December 13, 2013 MPCBPAA Meeting

This announcement serves as notice to call a meeting of the Public Access Authority on Friday, December 13, 2013 at or about 11 a.m. The meeting will be held in the MPPDC Regional Board Room in Saluda. Lunch will be provided.

If you have any questions, please call (804-758-2311) or email me (hbresee@mppdc.com) at your convenience.

AGENDA

1. Call to Order
2. Approval of October 2013 Minutes
3. Financial Report
4. Public Comment
5. Virginia Interactive Update
 - a. Scope of work review
6. Overview of MPCBPAA properties via Google Maps
7. Essex County
 - a. Brown Tract Update (report from Essex County Game Warden)
8. Gloucester County
 - a. Lands End/Capt. Sinclair Recreation Area Update
 - i. Crew Team: Road Maintenance and Dock
 - ii. VDOT Recreation Access Program
 - iii. Rental of lower portion of main house
 - b. Perrin Wharf Update
 - Draft Slip rental agreement
 - c. Aberdeen Creek Management Plan Update
9. Mathews County
 - a. New Donation Sites Update (gone to record)
 - b. Hall Donation Site Update
 - c. Williams Wharf Update
 - No Trespass order issued by Mathews Land Conservancy to adjoin land owner
10. Middlesex County Donation Sites
 - a. New donation site update
11. King and Queen County
 - a. Haworth Update
 - b. Clay Tract Update
12. King William County
13. Other Business
14. Chairman Observations
15. Next Meeting: February 14, 2014
16. Adjourn

MEMBERS

Essex County
Hon. Margaret H. Davis

Gloucester County
Hon. Louise Theberge
(Chair)

King and Queen County
Hon. Doris Morris

King William County
Mr. Trenton Funkhouser

Mathews County
Ms. Melinda Moran

Middlesex County
Hon. Carlton Revere

Town of Tappahannock
Mr. G. Gayle Belfield, Jr.

Town of Urbanna
Vacant

Town of West Point
Mr. John B. Edwards, Jr.

Saluda Professional Center
125 Bowden Street
P. O. Box 286
Saluda, VA 23149-0286
Phone: (804) 758-2311
FAX: (804) 758-3221
email:

PublicAccess@mppdc.com

MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY
MINUTES
October 11, 2013
Middle Peninsula Planning District Commission
Saluda, Virginia

1. Call to Order

Attending: Ms. Margaret Davis, Essex County, Ms. Doris Morris, King and Queen County, Ms. Melinda Moran, Mathews County, Mr. Matt Walker and Mr. Carlton Revere, Middlesex County, Mr. Trent Funkhouser, King William County, Mr. John Edwards, Town of West Point, Ms. Louise Theberge, Gloucester County, Mr. G. Gayle Belfield, Town of Tappahannock, and MPPDC Staff, Ms. Beth Johnson, Mr. Lewis Lawrence and Mr. Harrison P. Bresee III.

2. Approval of August 2013 Minutes

Chairman Louise Theberge requested a motion to approve the June 2013 minutes. Mr. Carlton Revere moved that the minutes be approved. Mr. G. Gayle Belfield seconded the motion. Chairman Louise Theberge asked for any discussion. Motion carried by unanimous vote.

3. Approval of October 2013 Financial Report

Ms. Johnson reviewed the October 2013 financial report. Chairman Louise Theberge requested a motion to approve the October 2013 financial report subject to audit. Ms. Margaret Davis moved that the financial report be approved. Mr. Carlton Revere seconded the motion. Chairman Louise Theberge asked for any discussion. Motion carried by unanimous vote.

4. Public Comment

None.

5. Discussion of election of new officers

Mr. Funkhouser made a motion to appoint Mr. John Edwards as the MPCBPAA treasurer. Mr. Revere seconded the motion. Chairman Louise Theberge asked for any discussion. Motion carried by unanimous vote.

6. Virginia Interactive Update

Mr. Lawrence updated the board on the progress of setting up a virtual reservation system for fees on the PAA lands. Virginia Interactive has a prototype demo in the works.

7. Essex County

- a. **Browne Tract** – road and landscape maintenance, designed to keep areas accessible to the public, has been performed on the Browne Tract.

8. Gloucester County

- a. Lands End/Capt. Sinclair Recreation Area Update
 - i. Crew Team – they are finalizing their commitment to help with road and other maintenance of the property (as a condition of use) with their board.
 - ii. Crew Team Pier – a grant application to the Virginia Department of Game and Inland Fisheries (Grants to Localities for Public Boating Access Facilities) for a crew team pier will be prepared by staff at the MPPDC and submitted with the MPCBPAA as the applicant in 10/13.
 - iii. Flood and Property Insurance – Mr. Lawrence updated the board on the flood elevation certificates that were provided for free to the MPCBPAA by VHB and the cost of flood and property insurance on the structures on the property. The flood elevation certificates were able to lower the Flood Insurance quotes for the structures on the property significantly. Mr. Revere made a motion that all structures should be covered as presented by Flood and Property Insurance. Mr. Funkhouser seconded the motion. Chairman Louise Theberge asked for any discussion. Motion carried by unanimous vote.
- b. Perrin Wharf Update – the perrin wharf slip installation is complete. The porta potti and ramp still need to be installed.
- c. Aberdeen Creek Management update – DEQ CZM is funding two projects on Aberdeen Creek in Gloucester County. Project 1: The contract to do a harbor management plan is in. Mr. Bresee is the lead staff on that project. Project 2: The contract for exploring funding options, specifically Tax Incremental Financing, as a revenue source for dredging Aberdeen Creek is not in as of this date. It is expected to be signed by December, 2013.

9. Mathews County

- a. New Donation Site
- b. Hall Donation Site Updated – Mr. Bresee updated the board on the project timeline for the Scouts to complete their plan for a youth camp site on the property. In February 2014 the scouts plan to have a preliminary recommendation for the PAA board to review.

10. Middlesex County

- a. New Donation Sites – The Middle Peninsula Land Trust is discussing offering a 17 acres site on the Piankatank River to the PAA.
- b. Stampers Bay Landing Improvement – Mr. Bresee submitted a DGIF funding application for 10 parking spots at Stampers Bay Landing. DGIF will announce grant recipients in January 2014.

- c. BOS request to MPCBPAA – The Middlesex County BOS asked the MPCBPAA to manage public access to water in their county. The next step will be to develop an MOU between Middlesex County and the MPCBPAA to define the details of the relationship.

11. King and Queen County

- a. Haworth – Mr. Lawrence informed the PAA board of the opportunity to re-design the number of bow hunting zones on the property due to the successful thinning of the timber (and how it opened up more areas for access). Mr. Funkhouser made a motion to amend the management plan to create more bow hunting zones. Mr. Revere seconded the motion. Chairman Louise Theberge asked for any discussion. Motion carried by unanimous vote.
- b. Clay Tract - Mr. Lawrence updated the board on the fact that the timber thinning project for the Clay Tract is expected to be completed by the Fall of 2014.

12. King William County

- a. CELCP opportunity for reservoir land – Mr. Funkhouser informed the PAA board on his research that showed that King William County has no financial interest in any reservoir land. Therefore, CELCP funding will not be a viable option for obtaining the reservoir land for public access.

13. License Plate Grant – Mr. Bresee updated the board on the submittal of a License Plate grant application to provide \$500 for MPCBPAA boundary signs.

14. General Assembly Budget Request – Mr. Lawrence updated the PAA board on Delegate Hodges intention to include a FY 2014 request for line item funding to support the work of the MPCBPAA.

15. Other Business

16. Chairman Observations

None.

17. Next Meeting

The Next Middle Peninsula Chesapeake Bay Public Access Authority Meeting is scheduled for December 13, 2013 at 11:00 am in the Middle Peninsula Planning District Commission's Regional Board Room.

18. Adjourn

On a motion by Mr. John Edwards and seconded by Mr. Carlton Revere, and by unanimous vote, the meeting adjourned at 1:43 pm.

Balance Sheet

Middle Peninsula Chesapeake Bay Public Access Authority

Period From : 07/01/13 to 11/30/13

Run Date: 12/6/13
Run Time: 8:49:48 am
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Assets:

10000	Checking	4,045.16
10100	LGIP	26,153.22
11001	Browne Tract	254,849.00
11002	Clay Tract	907,695.00
11003	Haworth Tract	174,000.00
11004	Hall Tract	305,700.00
11005	Shenk Property	7,000.00
11006	Lands End	1,423,600.00
11007	Perrin Wharf	16,151.00
11008	Sloop Landing	49,400.00
11009	Dutchmans Point	167,900.00

Total Assets: \$3,336,493.38

Liabilities:

20000	Accounts Payable	3,654.98
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Total Liabilities: \$3,654.98

Projects

30014	Administration_FY14	10,724.39
31003	Haworth Tract Administration	26,153.17
31006	Lands End Property Administration	-6,049.12
32000	Perrin Wharf Improvements	-1,700.80
32001	Sloop Landing	-4,079.03
32002	Dutchmans Point	-2,514.70
39000	General Fund Balance	3,310,304.49

Total Projects \$3,332,838.40

Total Liabilities and Projects 3,336,493.38

Net Difference to be Reconciled \$0.00

Total Adjustment \$0.00

Unreconciled Balance \$0.00

Balance Sheet

Middle Peninsula Chesapeake Bay Public Access Authority

Period From : 07/01/13 to 11/30/13

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Reconciling Items

(1) Paid Salaries are	0.00	
Timesheets show	0.00	
Difference		0.00
(2) Leave accrued this year	0.00	
(3) Fringe Pool is	0.00	
Fringe allocated	0.00	
Difference		0.00
(4) Indirect Pool is	0.00	
Indirect Allocated	0.00	
Difference		0.00

Total adjustments	<u>0.00</u>
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Agencywide Line Item Revenues and Expenditures

Middle Peninsula Chesapeake Bay Public Access Autho

Run Date: 12/06/2013
Run Time: 8:57:02 am
Page 1 of 1

Period: 07/01/2013 to 11/30/2013

With Indirect Detail

Code & Description	Budget	Current	YTD	Un/Ovr	% Bud
Revenues					
40100 DEQ (CZM)	6,000.00	0.00	5,400.00	600.00	90.00%
40200 Interest Income	50.00	1.35	1.55	48.45	3.10%
40211 Hunting Fees	1,600.00	200.00	1,000.00	600.00	62.50%
40212 Rental Income	12,960.00	1,188.00	4,536.00	8,424.00	35.00%
40213 Timber Sales	38,000.00	0.00	44,606.52	-6,606.52	117.39%
40214 Wharf Tie-Up Fees	8,000.00	0.00	0.00	8,000.00	0.00%
Revenues	66,610.00	1,389.35	55,544.07	11,065.93	83.39%
Expenses					
52100 Property Insurance	2,612.00	0.00	0.00	2,612.00	0.00%
52101 Facilities Maintenance	0.00	0.00	1,065.00	-1,065.00	0.00%
52102 Flood Insurance	9,330.00	0.00	3,767.00	5,563.00	40.38%
52110 Utilities	600.00	15.46	41.73	558.27	6.96%
53003 Meeting Supplies	0.00	0.00	61.29	-61.29	0.00%
53004 Equipment	0.00	0.00	148.38	-148.38	0.00%
55000 Workshops/Conferences	0.00	0.00	50.00	-50.00	0.00%
56001 Consulting/Contractual	7,125.00	0.00	10,528.82	-3,403.82	147.77%
56003 Accounting	3,125.00	0.00	97.84	3,027.16	3.13%
56004 Legal	5,000.00	3,610.03	9,738.73	-4,738.73	194.77%
56006 Construction	5,400.00	0.00	6,676.00	-1,276.00	123.63%
56007 Fees & Permits	0.00	0.00	60.00	-60.00	0.00%
56008 Public Officials Insurance	448.00	0.00	0.00	448.00	0.00%
57900 Miscellaneous Expense	0.00	0.00	775.37	-775.37	0.00%
Expenses	33,640.00	3,625.49	33,010.16	629.84	98.13%
Agency Balance	32,970.00	-2,236.14	22,533.91		

Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Autho

Run Date: 12/06/2013
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Period 07/01/13 to 11/30/13

Project Code & Description	Budget	Prior Year	Current	YTD	Proj Tot	Un/Ovr	% Bud
30014 Administration_FY14							
				Project Period	07/01/2013	to 06/30/2014	
Revenues							
40200 Interest Income	50.00	0.00	0.00	0.20	0.20	49.80	0.40%
40211 Hunting Fees	1,600.00	0.00	200.00	1,000.00	1,000.00	600.00	62.50%
40213 Timber Sales	14,000.00	0.00	0.00	13,845.67	13,845.67	154.33	98.90%
Revenues	<u>15,650.00</u>	<u>0.00</u>	<u>200.00</u>	<u>14,845.87</u>	<u>14,845.87</u>	<u>804.13</u>	<u>94.86%</u>
Expenses							
53003 Meeting Supplies	0.00	0.00	0.00	61.29	61.29	-61.29	0.00%
56001 Consulting/Contractu	6,800.00	0.00	0.00	527.60	527.60	6,272.40	7.76%
56003 Accounting	3,125.00	0.00	0.00	97.84	97.84	3,027.16	3.13%
56004 Legal	5,000.00	0.00	0.00	2,659.38	2,659.38	2,340.62	53.19%
57900 Miscellaneous Expens	0.00	0.00	0.00	775.37	775.37	-775.37	0.00%
Expenses	<u>14,925.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,121.48</u>	<u>4,121.48</u>	<u>10,803.52</u>	<u>27.61%</u>
Project Revenues:	<u>15,650.00</u>	<u>0.00</u>	<u>200.00</u>	<u>14,845.87</u>	<u>14,845.87</u>	<u>804.13</u>	<u>94.86%</u>
Project Expenses:	<u>14,925.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,121.48</u>	<u>4,121.48</u>	<u>10,803.52</u>	<u>27.61%</u>
Project Balance:	<u>725.00</u>	<u>0.00</u>	<u>200.00</u>	<u>10,724.39</u>	<u>10,724.39</u>		

Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Autho

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Period 07/01/13 to 11/30/13

Project Code & Description	Budget	Prior Year	Current	YTD	Proj Tot	Un/Ovr	% Bud
31003 Haworth Tract Administration				Project Period		to	
Revenues							
40200 Interest Income	0.00	0.00	1.35	1.35	1.35	-1.35	0.00%
40213 Timber Sales	16,000.00	0.00	0.00	30,760.85	30,760.85	-14,760.85	192.26%
Revenues	<u>16,000.00</u>	<u>0.00</u>	<u>1.35</u>	<u>30,762.20</u>	<u>30,762.20</u>	<u>-14,762.20</u>	<u>192.26%</u>
Expenses							
53004 Equipment	0.00	0.00	0.00	148.38	148.38	-148.38	0.00%
56001 Consulting/Contractu	0.00	0.00	0.00	4,460.65	4,460.65	-4,460.65	0.00%
Expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,609.03</u>	<u>4,609.03</u>	<u>-4,609.03</u>	<u>0.00%</u>
Project Revenues:	<u>16,000.00</u>	<u>0.00</u>	<u>1.35</u>	<u>30,762.20</u>	<u>30,762.20</u>	<u>-14,762.20</u>	<u>192.26%</u>
Project Expenses:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,609.03</u>	<u>4,609.03</u>	<u>-4,609.03</u>	<u>0.00%</u>
Project Balance:	<u>16,000.00</u>	<u>0.00</u>	<u>1.35</u>	<u>26,153.17</u>	<u>26,153.17</u>		

Revenue and Expenditure Report by Project

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Period 07/01/13 to 11/30/13

Project Code & Description	Budget	Prior Year	Current	YTD	Proj Tot	Un/Ovr	% Bud
31006 Lands End Property Administration				Project Period		to	
Revenues							
40212 Rental Income	12,960.00	1,080.00	1,188.00	4,536.00	5,616.00	7,344.00	43.33%
40213 Timber Sales	8,000.00	0.00	0.00	0.00	0.00	8,000.00	0.00%
Revenues	<u>20,960.00</u>	<u>1,080.00</u>	<u>1,188.00</u>	<u>4,536.00</u>	<u>5,616.00</u>	<u>15,344.00</u>	<u>26.79%</u>
Expenses							
52100 Property Insurance	2,007.00	2,007.00	0.00	0.00	2,007.00	0.00	100.00%
52101 Facilities Maintenanc	0.00	1,690.75	0.00	1,065.00	2,755.75	-2,755.75	0.00%
52102 Flood Insurance	9,330.00	0.00	0.00	3,767.00	3,767.00	5,563.00	40.38%
52110 Utilities	600.00	403.56	15.46	41.73	445.29	154.71	74.22%
55000 Workshops/Conferen	0.00	0.00	0.00	50.00	50.00	-50.00	0.00%
56001 Consulting/Contractu	5,000.00	0.00	0.00	5,175.77	5,175.77	-175.77	103.52%
56004 Legal	0.00	5,159.13	0.00	485.62	5,644.75	-5,644.75	0.00%
57900 Miscellaneous Expens	0.00	107.98	0.00	0.00	107.98	-107.98	0.00%
Expenses	<u>16,937.00</u>	<u>9,368.42</u>	<u>15.46</u>	<u>10,585.12</u>	<u>19,953.54</u>	<u>-3,016.54</u>	<u>117.81%</u>
Project Revenues:	<u>20,960.00</u>	<u>1,080.00</u>	<u>1,188.00</u>	<u>4,536.00</u>	<u>5,616.00</u>	<u>15,344.00</u>	<u>26.79%</u>
Project Expenses:	<u>16,937.00</u>	<u>9,368.42</u>	<u>15.46</u>	<u>10,585.12</u>	<u>19,953.54</u>	<u>-3,016.54</u>	<u>117.81%</u>
Project Balance:	<u>4,023.00</u>	<u>-8,288.42</u>	<u>1,172.54</u>	<u>-6,049.12</u>	<u>-14,337.54</u>		

Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Autho

Run Date: 12/06/2013

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Period 07/01/13 to 11/30/13

Project Code & Description	Budget	Prior Year	Current	YTD	Proj Tot	Un/Ovr	% Bud
31007 Hall Property Administration					Project Period	07/01/2013 to 06/30/2014	
Expenses							
56004 Legal	0.00	3,418.09	0.00	0.00	3,418.09	-3,418.09	0.00%
Expenses	<u>0.00</u>	<u>3,418.09</u>	<u>0.00</u>	<u>0.00</u>	<u>3,418.09</u>	<u>-3,418.09</u>	<u>0.00%</u>
Project Revenues:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Project Expenses:	<u>0.00</u>	<u>3,418.09</u>	<u>0.00</u>	<u>0.00</u>	<u>3,418.09</u>	<u>-3,418.09</u>	<u>0.00%</u>
Project Balance:	<u>0.00</u>	<u>-3,418.09</u>	<u>0.00</u>	<u>0.00</u>	<u>-3,418.09</u>		

Revenue and Expenditure Report by Project

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Period 07/01/13 to 11/30/13

Project Code & Description	Budget	Prior Year	Current	YTD	Proj Tot	Un/Ovr	% Bud
32000 Perrin Wharf Improvements							
				Project Period	07/01/2013	to	09/30/2013
Revenues							
40000 Agency Matching Fu	200.00	0.00	0.00	0.00	0.00	200.00	0.00%
40100 DEQ (CZM)	6,000.00	0.00	0.00	5,400.00	5,400.00	600.00	90.00%
Revenues	<u>6,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,400.00</u>	<u>5,400.00</u>	<u>800.00</u>	<u>87.10%</u>
Expenses							
56001 Consulting/Contractu	325.00	0.00	0.00	364.80	364.80	-39.80	112.25%
56006 Construction	5,476.00	0.00	0.00	6,676.00	6,676.00	-1,200.00	121.91%
56007 Fees & Permits	0.00	0.00	0.00	60.00	60.00	-60.00	0.00%
57900 Miscellaneous Expens	399.00	0.00	0.00	0.00	0.00	399.00	0.00%
Expenses	<u>6,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,100.80</u>	<u>7,100.80</u>	<u>-900.80</u>	<u>114.53%</u>
Project Revenues:	<u>6,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,400.00</u>	<u>5,400.00</u>	<u>800.00</u>	<u>87.10%</u>
Project Expenses:	<u>6,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,100.80</u>	<u>7,100.80</u>	<u>-900.80</u>	<u>114.53%</u>
Project Balance:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-1,700.80</u>	<u>-1,700.80</u>		

Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Autho

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Period 07/01/13 to 11/30/13

Project Code & Description	Budget	Prior Year	Current	YTD	Proj Tot	Un/Ovr	% Bud
32001 Sloop Landing				Project Period	10/11/2013	to 06/30/2014	
Expenses							
56004 Legal	0.00	0.00	2,237.53	4,079.03	4,079.03	-4,079.03	0.00%
Expenses	0.00	0.00	2,237.53	4,079.03	4,079.03	-4,079.03	0.00%
Project Revenues:	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Project Expenses:	0.00	0.00	2,237.53	4,079.03	4,079.03	-4,079.03	0.00%
Project Balance:	0.00	0.00	-2,237.53	-4,079.03	-4,079.03		

Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Autho

Run Date: 12/06/2013

Run Time: 8:56:27 am

Period 07/01/13 to 11/30/13

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Project Code & Description	Budget	Prior Year	Current	YTD	Proj Tot	Un/Ovr	% Bud
32002 Dutchmans Point				Project Period		to	
Expenses							
56004 Legal	0.00	0.00	1,372.50	2,514.70	2,514.70	-2,514.70	0.00%
Expenses	0.00	0.00	1,372.50	2,514.70	2,514.70	-2,514.70	0.00%
Project Revenues:	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Project Expenses:	0.00	0.00	1,372.50	2,514.70	2,514.70	-2,514.70	0.00%
Project Balance:	0.00	0.00	-1,372.50	-2,514.70	-2,514.70		
Report Total:			-2,236.14	22,533.91			

STATEMENT OF WORK

This Statement of Work (the “SOW”) is made this 5st day of December, 2013 (the “Effective Date”) by and between Middle Peninsula Chesapeake Bay Public Access Authority (“Partner”) and Virginia Interactive, LLC (“VIC” or “Contractor”).

WHEREAS, the Contractor and Stafford County previously entered into that certain Contract for Services, dated the 1th day of August, 2013 (the “Services Contract”) which allows for Authorized Entities as defined in the Services Contract, to contract for services under the Services Contract; and

WHEREAS, the Partner is an Authorized Entity that desires to receive services under the Services Contract, and on the terms and conditions contained herein and in the Service Contract; and

WHEREAS, the Contractor is agreeable to providing services to the Partner on the terms and conditions contained herein and in the Service Contract.

NOW, THEREFORE, for valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of this SOW is as follows: one (1) year. The SOW may be renewed for additional nine (9), one (1) year periods upon mutual written agreement of the parties; provided, however, that this SOW shall under no circumstances extend past July 31, 2023 (the End Date, as that term is defined in the Services Contract).
2. Reserved.
3. Services; Functional Specifications. The services to be provided hereunder (the “Services”) and the associated functional specifications are described in Schedule 1, attached hereto and incorporated herein by reference.
4. Contractor Software. This SOW does not require the Contractor’s creation of Contractor Software. The Contractor Software provided under this SOW is as follows, all as may be further described in Schedule 1 hereto: Online Site and Facility Reservation and Payment System.

Contractor will provide access to VPP and CDB (each, an Electronic Service, as that term is defined in the Services Contract) to process payments made by end users of the above service. Notwithstanding anything in the Services Contract to the contrary, payment processing will be provided by Contractor using VPP, located in Contractor’s own processing environment. The VPP shall undergo a SSAE no. 16 audit.

Contractor reserves the right to transition payment processing to its Affiliate’s payment processing tool, TPE, upon written notice to Partner.

As more specifically set forth in the Services Contract, the Contractor retains ownership of all software provided and/or created hereunder.

5. Payment. The Contractor will be paid for the Services in accordance with Schedule 2, attached hereto and incorporated herein by reference. Partner understands that its compliance with the Elavon/PayPal terms and conditions set forth in Schedule 2-1, is a condition precedent to Contractor's provision of services hereunder. Partner hereby agrees to comply with Schedule 2-1. Promptly following termination or expiration of this SOW, Partner shall pay to Contractor any sums due under this SOW.
6. Minimum Term. As used in Exhibit A of the Services Contract, the Minimum Term applicable to the Contractor Software provided under this SOW is three (3) year.
7. Termination. This SOW may be terminated as follows:
 - a. **Termination for Convenience**. Partner may terminate this SOW, without cause, upon thirty (30) days' prior written notice to Contractor.
 - b. **Termination for Default**. Either party may terminate this SOW, without further obligation, for the material, uncured default of the other party or its agents or employees with respect to any agreement or provision contained herein. Upon the occurrence of a material event of default, the non-defaulting party shall send the defaulting party written notice of default. The defaulting party shall have thirty (30) calendar days from the date of the notice in which to cure any default. If the default is not cured within the thirty (30) calendar day period, then the non-defaulting party may terminate the SOW as described above. At the election of the non-defaulting party, termination of this SOW for uncured default shall operate to automatically terminate any remaining SOWs executed by and between the Contractor and the Partner.
 - c. **Termination for Non-Appropriation of Funds**.
 - i. If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this SOW is entered into, for purposes of this SOW, and if the Services are paid for with appropriated funding, then the Partner may terminate this SOW upon thirty (30) calendar days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the Partner shall be liable only for payments due through the date of termination.
 - ii. The Partner agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this SOW was entered into. This provision shall survive any termination of the SOW.

8. Amendments. This SOW may only be amended upon the written agreement of the parties hereto. Should the Services Contract be amended and said amendment materially and negatively impacts the Partner, then Partner may terminate the SOW for its convenience and without penalty upon sixty (60) calendar days' prior written notice to Contractor
9. Notices. Stafford County is hereby designated by the Partner as the person to receive legal notices hereunder on behalf of the Partner at the following address:

Middle Peninsula Chesapeake Bay Public Access Authority
125 Bowden Street
PO Box 286
Saluda, VA 23149

Virginia Interactive, LLC is hereby designated by Contractor as the person to receive legal notices hereunder on behalf of Contractor at the following address:

Virginia Interactive, LLC
1111 East Main Street
Suite 901
Richmond, Virginia 23219

With a copy to:
NICUSA, Inc.
Attn: General Counsel ("Legal Notice")
25501 W. Valley Parkway, Ste. 300
Olathe, KS 66061

Each party may change its designation for notice following written notice to the other parties.

Notices by the parties to one another shall be given in writing to the persons identified above or to such other persons as may be subsequently identified in a written notice. Such notices shall be effective on the date of mailing or transmission if sent by U.S. first-class or restricted delivery mail, postpaid, certified mail, return receipt requested or by any reputable overnight delivery service, prepaid, or by facsimile transmission or electronic mail if proof of transmission is retained.

10. Additional Terms and Conditions.

- a. **Severability**. Should any provision of this SOW (or the Services Contract, as applicable to this SOW) be found invalid, ineffective or unenforceable under present or future law, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- b. **Liability for Content**. Contractor is not responsible for the content of any information provided to them for purposes of fulfilling the obligations of this SOW, or for the transmission, accessing or reception of the information by third parties. The Partner acknowledges that Contractor exercises no control, censorship, or direction over the links the Partner may request to other non-Contractor provided sites that may be made

available through the Services Contract. Further, the Partner acknowledges that Contractor exercises no control, censorship, or direction over the content of the Partner's public records or text furnished by the Partner.

c. **Partner Obligations.** During the term of this SOW, the Partner agrees to perform the following tasks:

- i. Provide all required information in an agreed upon electronic format. Respond in a timely manner to any comments or questions that Contractor receives regarding the Partner's service that Contractor's staff is not qualified to answer.
- ii. Make reasonable efforts to ensure that the service provided by Contractor, including programming and graphical development information, will only be used for appropriate and reasonable official business requirements of the Partner.
- iii. Pay the Contractor transaction fee as outlined in Fee and Payment Schedule 2 and per the Commonwealth of Virginia's standards.
- iv. Pay all merchant account fees as outlined in Schedule 2 to be billed by and paid directly to Elavon.
- v. Pay all PayPal/VeriSign monthly credit card fees related to the use of the payment services and Schedule 2 and Schedule 2-1. PayPal/VeriSign fees will be paid as a pass-through charge to Contractor. Elavon fees are billed and paid directly to Elavon.
- vi. Pay all ACH transaction and batch fees billed by and paid directly to Wells Fargo.

IN WITNESS WHEREOF, the parties having read and understood the foregoing sections of this SOW including all documents and exhibits incorporated therein by reference, expressly agree to these terms and conditions as evidenced by their respective dated signatures below:

Virginia Interactive, LLC

Signature

Date

Printed

Title

Middle Peninsula Chesapeake Bay Public Access Authority

Signature

Printed

Title

Schedule 1: Functional Specifications for the Services

The Contractor agrees to provide the following services and in so doing, perform the following specific actions:

A. Payment Processing and Applications

1. Develop and implement online Site and Facility Reservation application including the ability for the Partner to collect online credit card payments from citizens. The online Site and Facility Reservation application will only accept credit cards payments and the Partner will incur the associated cost of transaction fees.
2. Set up an appropriate electronic file transfer mechanism to be used to update information for the Partner online Site and Facility Reservation application.
3. Contractor shall not aggregate independent sources of information to which it has access, including the Partner's data, for the purpose of building comprehensive data records about the citizens of Virginia.
4. Contractor will invoice the Partner according to Schedule 2: Fee, Payments, and Flow of Funds.

Notwithstanding anything to the contrary, it is agreed that this SOW does not provide for Contractor's modification or installation of upgrades, etc. to the currently existing services, Contractor Software and Third Party Software; rather, this SOW is intended to allow for the continuation of services as they existed immediately prior to the effective date of this SOW. Contractor shall not be required to make any modifications, enhancements or the like absent the subsequent, written agreement of the parties hereto

Schedule 2: Fees, Payments and Flow of Funds

Rates for Application Services

Services Summary:

VI will provide the online applications (as identified in Schedule 1 to this SOW) for operation and management for Middle Peninsula Chesapeake Bay Public Access Authority and payment processing for the application. Services include regular maintenance of hardware, support software and facilities required to host and maintain the services.

Services do not include enhancements, modifications, upgrades or updates to the application’s function, design, or enhancements. Any enhancement, modifications and/or upgrades and any new application development not referred in Schedule 1 shall require subsequent written agreement of the parties.

A. Hybrid Model.

The estimated value of services to be performed developing the online Site and Facility Reservation application would be approximately \$37,500. In an effort to assist the Partner in moving the project forward with less initial impact, VI is proposing a hybrid funding model using a reduced up front time and materials cost of \$8,000 in combination with an ongoing self-funding approach.

To assist the Partner with hosting, ongoing maintenance, and future enhancements to the application, a self-funded revenue approach will be implemented. Using this model, once the application is placed into production, VI will invoice the Partner monthly based on the total cost of reservations that are processed through the application occurring in the preceding month.

The self-funded VI fee for this service will be the greater of either a minimum \$1.00 fixed fee or 5% of the cost per reservation processed through the application (example: a \$20.00 reservation would generate a \$1.00 VI fee while a \$200.00 reservation would generate a \$10.00 fee). The VI transaction fee will cover development for enhancements, hosting, maintenance, marketing and customer service. VI shall provide all documentation necessary to enable the Partner to verify the total fees invoiced per month. The Partner will pay such fees promptly upon receipt of the invoice.

Middle Peninsula Chesapeake Bay Public Access Authority Site and Facility Reservations application	Cost
Onetime fee for Development and Implementation	\$8,000
VI Online Fee for Credit Card Payments – Per Transaction	Greater of \$1.00 or 5%
PayPal/VeriSign – Monthly Fee	\$15.00
PayPal/VeriSign – Fee if exceed 1000 Transactions	\$.05 / transaction

per month	
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A transaction is defined as either a full or partial payment on each individual item paid. One payment may consist of multiple transactions.

The VI transaction fee does not reflect any costs associated with the credit card and ACH/e-check processing payment fees. Middle Peninsula Chesapeake Bay Public Access Authority Office of the Treasurer would be responsible for covering costs associated with the credit card and ACH/e-check payment processing fees.

B. Online Credit Card Payment Fees

I. Commonwealth of Virginia - Elavon, Inc. Contract #CMI 01-010

The Treasurer of Virginia negotiates the applicable online credit card processing fees on behalf of Commonwealth entities. The current online credit card processing fees include the following for MasterCard and VISA and Discover. American Express will have separate rates.

- The Virginia Department of Treasury’s Merchant Card Information Page:
<http://www.trs.virginia.gov/cash/MerchantCard.aspx>
- Pricing Estimator Tool - This tool is used to calculate your estimated annual merchant card expenses.
http://www.trs.virginia.gov/Documents/Cash/Pricing_estimator.xls
- Interchange Reference Guide – This document displays the current card association pass through interchange fees under the merchant contract. In addition to these fees, Elavon will charge government agencies an additional \$0.025/per transaction fee.
http://www.trs.virginia.gov/Documents/Cash/Interchange_Reference_Guide.xls
- PCI Compliance Guide – This document explains the Payment Card Industry’s electronic payment processing rules.
<http://www.trs.virginia.gov/Documents/Cash/PCI%20Compliance%20Guide.pdf>

This Pricing Schedule (to the extent of the Elavon, Paypal/VeriSign fees) remains in effect until and unless modified by the Commonwealth of Virginia in its contract with the Elavon, Inc., or another credit card merchant bank. Contractor’s fees shall remain in effect and will not be modified unless otherwise agreed by the parties in writing (with the exception of Professional Services rates, which are updated from year to year with Contractor’s current rates).

The Partner is responsible for all applicable credit card fees. The Partner will make payments directly to Elavon, Inc.

2. PayPal/VeriSign Fees

Virginia Interactive has negotiated the applicable online PayPal/VeriSign fees on behalf of Commonwealth entities. The current fees are:

Description of Service(s)	Fee
PayPal/VeriSign – Monthly Fee	\$15.00
PayPal/VeriSign – Fee if exceed 1,000 Transactions per month	\$.05 / transaction

This Pricing Schedule remains in effect until and unless modified by PayPal/VeriSign and agreed to by Partner (with respect to the Elavon, PayPal/VeriSign fees). Any increase in the Elavon or PayPal/VeriSign fees may result in a price increase and it is agreed that, in such a situation, Contractor will automatically update the above table with the new fees. The Partner is responsible for all applicable PayPal/VeriSign fees. The Partner will make payments to Contractor for PayPal/VeriSign fees.

Partner will comply with Schedule 2-1, the PayPal/Verisign Terms and Conditions, attached hereto and incorporated herein.

C. 2013 Rates for Professional Services

Services Summary:

VI can provide professional services to Middle Peninsula Chesapeake Bay Public Access Authority on as needed basis for new development as well as modifications, updates, upgrades and changes to all websites, applications and services listed in the hosting section above. Such professional services must be agreed upon by the parties in writing.

Scope of Service and Associated Costs for Middle Peninsula Chesapeake Bay Public Access Authority:

Job Title	Description	Hourly Fee*
Project Manager	Performs day to day management of the project, identifies issues and risks, and recommends possible issue and risk mitigation strategies associated with the project. Management of a specific project or group of projects and project managers. Performs day-to-day management of the project, identifies issues and risks, and recommends possible issue and risk mitigation strategies associated with the project.	\$100
Designer	Translates requirements into the design of complex websites, including integrating web pages and applications. Applies new and emerging technologies	\$100

	to the site development process.	
Analyst	Knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration and testing. Knowledgeable in performing requirements analysis for eGovernment projects. Presents system designs for user approval at formal reviews. Performs configuration management, software integration, and interpretation of software test results, and recommends solutions for unsatisfactory test results.	\$100
Developer	Lead developer responsible for creating and/or maintaining Internet and e-commerce applications, operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. Modifies existing software and develops special purpose software to meet the requirements of the program.	\$100
System Administrator	Monitors and coordinates all data system operations, including security procedures. Monitors and maintains records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipates requirements for system expansion. Assists managers to monitor and comply with the Commonwealth data security requirements. Performs Unix, Windows, and network administration. Administers backup and restore activities.	\$100
Database Administrator	Provides highly technical expertise and support in the use of database systems. Evaluates and recommends available database products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database backup and recovery procedures for the processing environments, and ensures that data integrity, security and recoverability are built into applications.	\$100

*Contractor's time and materials rates for the Commonwealth are 2013 fiscal year.

Schedule 2-1

PAYPAL/VERISIGN TERMS AND CONDITIONS - EXHIBIT B

I. VeriSign's Payflow Link[®] or Payflow Pro[®] service's Pass Through Terms.

A. Definitions.

"Add-On Service" shall mean an additional service for use in conjunction with the Services that are subject to additional fees and additional terms and conditions governing use. If applicable, the terms and conditions for Add-On Services that are made generally available to merchants by VeriSign and for which you enroll are set forth in Schedule 2-1.

"Authorized Reseller" shall refer to Virginia Interactive.

"Financial Institution" shall mean one or more of VeriSign's pre-approved banks or financial institutions, which has agreed to evaluate and provide merchant accounts to enable merchants to perform online payment transactions using the Services.

"Merchant" shall only refer to a government agency of the Commonwealth of Virginia.

"Services" shall mean the VeriSign's Payflow Link[®] or Payflow Pro[®] services used by Merchant and any Add-On Services specifically described in the Terms. Current descriptions of the Payflow Link[®] and Payflow Pro[®] services can be found at the URL: <http://www.verisign.com/payment/payflow.html> (for the Payflow Link services) or <http://www.verisign.com/payment/payflowpro.html> (for the Payflow Pro services).

"Software" shall mean the object code version of VeriSign's client Software Development Kit ("SDK"), HTML code, application programming interfaces (APIs), related documentation and other client software or code which VeriSign provides to Merchant, including updates, to enable VeriSign to provide the Services to Merchant. Unless otherwise specified, Software shall not include any source code. The Software is proprietary to VeriSign and is licensed to Merchant under a separate SDK License Agreement at the time of download.

"Transaction" shall mean information related to the purchase of goods and services from Merchant by a third party. Specifically a Transaction is an authorization, delayed capture, sale or credit data transmission between VeriSign and its back end processors.

B. Merchant Obligations. Merchant shall be solely responsible for:

1. Unless the VeriSign authorized reseller is responsible for such function, Establishing, hosting and maintenance of its Web site(s) and its connection to the Internet (the "Merchant Web Site(s)"), fulfilling all orders for products and services sold by Merchant to its users on the Merchant Web Site(s) or otherwise, including without limitation transmitting Merchant's registration information and Transaction data to VeriSign servers via the VeriSign web site and ensuring that the data transmitted in conjunction with the Services and for enrollment for the Services is accurate, complete and in the form as requested by VeriSign, and is not corrupted due to Merchant's systems. Merchant is also responsible for reviewing the Transactions in its account on a regular

basis and notifying VeriSign promptly of suspected unauthorized activity through its account;

2. Unless the VeriSign authorized reseller is responsible for such function, displaying a web page to users purchasing products or services from Merchant that provides the user with an acknowledgement that a Transaction has been completed and secured by VeriSign (the "Acknowledgement Page"). Merchant agrees that in addition to Merchant's branding on the Acknowledgement Page, the Acknowledgement Page will include the relevant VeriSign logo, provided by VeriSign to Merchant, such logo to be a hypertext link to the URL: <http://seal.verisign.com/payment> (the "VeriSign Site") or other web site reasonably designated by VeriSign, and the text "VeriSign has routed, processed and secured your payment information. More information about VeriSign". The underlined text shall also be a hypertext link to the VeriSign Site or other site designated by VeriSign. Merchant agrees that the VeriSign Logo and the foregoing text will appear at the top of the Acknowledgement Page (but below Merchant's branding) and users will not be required to scroll left, right, up or down to view the VeriSign Logo or such text. VeriSign hereby grants Merchant the rights to use the relevant VeriSign Logo, name and link to the VeriSign Site as necessary to carry out the obligations of this section B.2. and in accordance with any trademark usage guidelines on VeriSign's web site or as provided to Merchant by VeriSign from time to time upon reasonable notice.
3. [Intentionally Left Blank]
4. Maintaining commercially reasonable business practices in conjunction with use of the Services, ensuring the security and privacy of its customer data and complying with all applicable laws and regulations with respect to its use of the Services. Merchant represents and warrants that it shall comply with all applicable privacy, consumer and other laws and regulations with respect to its (i) provision, use and disclosure of the Data; (ii) dealings with the users providing the Data; and (iii) use of the Services;
5. Services. Subject to the provisions of the Terms, and provided VeriSign receives payment for the applicable Services from the VeriSign authorized reseller on Merchant's behalf, VeriSign agrees to (i) Excluding the VeriSign Partner Manager Center or any other online account manager program hosted or provided by VeriSign provide to Merchant the Services requested and used by Merchant, including without limitation the transmission of Transaction information to financial processors with whom VeriSign has established a relationship.
6. Changes to Services. VeriSign may modify the Services from time to time in VeriSign's reasonable discretion and upon reasonable electronic or written notice to the Authorized Reseller and/or the Merchant, provided that such modifications shall not materially diminish the functionality of the Services.
7. Support. Unless otherwise agreed in writing by VeriSign, Merchant shall obtain customer support from its VeriSign authorized reseller.
8. Termination. VeriSign may suspend the performance of the Services (i) following ten (10) days prior electronic or written notice (including an overdue invoice) if Merchant is violating applicable law, perpetrating fraud or causing (or failing to fix) a security breach relating to the Services, failing to respond to an inquiry from VeriSign concerning the accuracy or completeness of the information Merchant is required to provide pursuant to this Agreement or if VeriSign reasonably suspects fraudulent activity on Merchant's payment services account; and (ii) on (1) day's written or electronic notice if it reasonably believes Merchant is sending data that corrupts or jeopardizes VeriSign's computer systems or Merchant's financial processor or Financial Institution with which Merchant has a merchant account requires such suspension. VeriSign may terminate the Agreement on thirty (30) days prior written or electronic notice if Merchant is in breach of the Agreement (if such breach is not cured within such 30-day period). Additionally, VeriSign may immediately suspend the Services to Merchant, without prior notice, until VeriSign has received the fees due for the applicable Services. In the event that the VeriSign authorized reseller with which Merchant has entered into a business relationship for the Services ceases to be an authorized reseller of VeriSign, Merchant may continue to access the Services as mutually agreed by Merchant and

VeriSign. Notwithstanding the foregoing, the provisions of Sections 7 and 9-12 will survive any termination of this Agreement.

9. Other Services. Merchant's use of VeriSign services other than those paid for by Merchant directly to VeriSign or to an authorized reseller of VeriSign shall be subject to Merchant's payment of additional fees, acceptance of additional terms and conditions, and Merchant will be invoiced for the standard fees associated with such services. Invoices are payable net-30 days from date of receipt by Merchant. This includes "Add-On Services".
10. Warranty Disclaimer. VERISIGN MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES PROVIDED PURSUANT TO THE TERMS, AND ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED BY VERISIGN. MERCHANT ACKNOWLEDGES THAT VERISIGN HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY OR WITHOUT COMPROMISE OF THE SECURITY SYSTEMS RELATED TO THE SERVICES.
11. Privacy. VeriSign will capture certain transaction and user information (collectively, the "Data"). The Authorized Reseller and the Merchant agree to provide to VeriSign, and VeriSign shall capture, only the Data that is required by the Payment Software and is necessary for VeriSign to provide the Services. VeriSign shall not disclose Data to third parties or use the Data, except that VeriSign shall have the rights (i) to use the Data as necessary to perform the Services contemplated in the Terms (including distributing the Data to third parties providing services requested by you); (ii) to maintain the Data as long as necessary or as required by law and used internally for record keeping, internal reporting, and support purposes; and (iii) to provide the Data as required by law or court order, or to defend VeriSign's rights in a legal dispute.
12. Miscellaneous. For disputes between the parties hereunder, the parties each submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Richmond Division. If there is no jurisdiction in the United States District Court for the Eastern District of Virginia, Richmond Division, then jurisdiction shall be in the Circuit Court of Richmond, Virginia. The parties agree that the Terms are made and performed in Virginia.



**MPCBPAA
Perrin River Wharf
2013 DOCK SLIP APPLICATION**

Full Name _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Telephone (H) _____ (W) _____

Cell Phone _____ Email _____

Emergency Contacts:

Full Name _____

Address _____ City _____ State _____

Telephone (H) _____ (W/C) _____

Relative Name _____ Relation _____

Address _____ City _____ State _____

Telephone (H) _____ (W/C) _____

Vessel Information:

Vessel Name _____ Owner/Operator _____

Document Number _____

Length _____ Make _____ Model _____

Registration # _____ Hull ID# _____

Color _____ Type _____

(Please circle one:) Recreational Use / Commercial Use

Marine Sanitation Device: Yes / No Type _____

The applicant hereby swears that all information submitted above is true to the best of his/her knowledge. The applicant acknowledges that he/she has read and agrees to the rules and regulations outlined in the Perrin River Wharf Management Plan.

Signature

Date

Lease (circle one): Commercial: 1 Month 6 Month 12 Month (\$100/mo slip OR \$50/mo side to)
Recreational: Weekly (\$50/wk)

Circle Choice: Slip Side To

Start Date: _____ End Date: _____



Middle Peninsula Chesapeake Bay Public Access Authority Perrin River Wharf Management Plan Rules and Regulations

This Management Plan defines the rules and regulations pertaining to the slips at the Perrin River Wharf found at the end of Rt. 1101 (Perrin Creek Road) in Gloucester County, Virginia. Further, this document serves as a contract between the Middle Peninsula Chesapeake Bay Public Access Authority (Lessor) and boaters who use the slips at the Perrin River Wharf (Lessee).

Introduction:

The Perrin River Wharf is owned by the Middle Peninsula Chesapeake Bay Public Access Authority (MPCBPAA), serves as a public access site, and is managed for diverse user groups. The 320 foot Wharf has 9 permanent slips; space for unloading boats in a side-to fashion; a port-a-potti (when funding is available); a handicapped ramp (when funding is available); and parking for up to 9 vehicles, including a handicapped parking spot.

- * The 9 permanent slips are primarily reserved for Commercial Watermen on a contractual basis. Side-to docking is a first come – first served system.
- * Recreational boats may tie up for free for the day on the Transient Zone (painted in Blue) located on the starboard side of the wharf for up to two days free and rent slips weekly when not in use by commercial boats (no overnight occupancy per VDH regulations).
- * The public may use the Wharf for fishing and crabbing, launching of canoes, kayaks and other small boats, bird watching, sightseeing, etc.

This Contract is subject to the following conditions:

Lessee will hold Lessor harmless for all liability, accidents, damages, or other costs incurred in Lessee's use of the wharf and related facilities. Each lessee must be the owner/operator of the vessel he/she docks at the facility. Each lessee may dock only one vessel at the facility.

Lessor shall be the sole determiner of lessees. Lessees may not sublet or allow use of leased facilities by non-lessee fishermen or recreational boaters without Lessor's express permission.

Lessee shall make no alterations, additions, or improvements in or on the facility unless first approved by Lessor in writing. Any such alterations, additions, or improvements made upon Lessor's approval shall become the property of the MPCBPAA and shall remain a part of the premises. Any and all improvements made to the facility to support the lessee's needs will be considered donations to the MPCBPAA.

Lessee is subject to the provisions of this Contract, and will not discriminate or permit

Initials _____

discrimination against any person or class of persons by reason of race, color, national origin, sex, or marital status in any way.

Compliance with each and all provisions and rules required. Failure by lessee to comply may lead to termination by lessor at the lessor's discretion. Lessor shall not unreasonably terminate, but will make reasonable effort to resolve any compliance issues.

Each-vessel must have all required permits and registrations required by Commonwealth of Virginia, Gloucester County and the Middle Peninsula Chesapeake Bay Public Access Authority.

Process for Slip and "Side-To" Slip Assignments

- a. Complete and sign application and contract
 - b. First to sign up and complete application and contract have preference based on "c"
 - c. Priority for selection
 - i. Lease types
 1. 12 month lease – first preference
 2. 6 month lease – second preference
 3. Monthly lease – third preference
 4. Weekly – recreational boats, fourth preference
 - ii. Priority
 1. Working commercial boats from Gloucester County
 2. Working commercial boats from the Middle Peninsula
 3. Working commercial boats from Virginia Counties outside of the Middle Peninsula
 4. Recreational Boats from the Commonwealth
 5. Working commercial boats from other States (Non Residents of the Commonwealth)
 - d. Waiting List
 - i. Complete and sign application and contract
 - ii. Preference by the "first come – first served" rule
 - iii. Same priority as "c i and ii"
 - e. First-term lessees will have first right of refusal on renewal of lease for subsequent terms.
2. Rules
- a. Follow all state and local laws, including VDH requirements
 - i. VDH requirement: "Boats with installed toilets with a discharge overboard or a sewage holding tank are prohibited from mooring at this facility."
 - b. Payment (cash or check) to MPCBPAA by the first of the month (PO Box 286, Saluda, VA 23149) or week (recreational). Advance payment accepted.
 - c. Overdue payment (1 month) results in loss of slip or \$25 late fee plus slip fee. Second overdo late fee will be \$50 plus slip fee; third overdue \$75 plus slip fee; fourth late will result in forfeiture of slip or must pay remainder of the year in full.
 - d. No overnight occupancy of boats

- e. Waste Disposal - Lessees will be responsible for keeping fishing vessels, pier, parking lot, port-a-potti, and all Perrin River Wharf property neat and clean, free of fish waste or other potentially malodorous substances.
 - i. All waste must be removed from premises
 - ii. No trash or waste dumping
 - iii. Exception: use of porta potti for sewage waste dumping
 - f. There is no security. Dock at your own risk.
 - g. ADA ramp will be kept clear of obstructions
 - h. Hours of operation – open 24 hours
 - i. There will be no assigned or permanent car parking spots
 - j. No live-aboards permitted
 - k. No storing of gear on property
 - l. Emergency Dockage allowed (short term) due to:
 - i. Storms – harbor of refuge
 - ii. Mechanical breakdown
 - iii. Medical emergency
3. Vessel Care and Maintenance: Owner may make minor alteration and repairs to the Vessel itself. In no event may Owner perform any repair or maintenance which results in the release or discharge of any material onto the dock, water or land. All major repairs and repairs by a third party must be handled at another location.
 4. Hurricane Procedure: In the event of a named storm, all vessels must leave the dock no later than 24 hours before expected impacts of winds over 45 miles per hour.
 5. Contact
 - a. Emergency – 911
 - b. Non – Emergency - Gloucester Sheriff’s Office 804-693-3890
 - c. MPCBPAA – 804-758-2311
 - i. Hours of MPCBPAA 9:00 am to 4:30 pm, M-F
 - ii. Completed contracts, formal complaints and suggestions need to be delivered in written format to the **MPCBPAA, PO Box 286, Saluda, VA 23149**
 6. All boats must register with the attached application

The applicant acknowledges that he/she has read and agrees to the rules and regulations outlined in the Perrin River Wharf Management Plan.

Signature

Date

Print Name