



MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY

TO: MPCBPAA
FROM: Lewie Lawrence, PAA Staff
DATE: July 9th, 2024
RE: July 12th 2024 MPCBPAA Meeting

MEMBERS

Essex County
Hon. Sidney Johnson

Gloucester County
Hon. Christopher A. Hutson
(Vice-Chair)

King and Queen County
Hon. Doris Morris

King William County
Mr. Percy C. Ashcraft

Mathews County
Ms. Ramona Wilson

Middlesex County
Hon. John B. Koontz, Jr.
(Treasurer)

Town of Tappahannock
Mr. Eric Pollitt

Town of Urbanna
Mr. Garth Wheeler

Town of West Point
Mr. John B. Edwards, Jr.
(Chair)

Saluda Professional Center
125 Bowden Street
P. O. Box 286
Saluda, VA 23149-0286
Phone: (804) 758-2311
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PublicAccess@mppdc.com

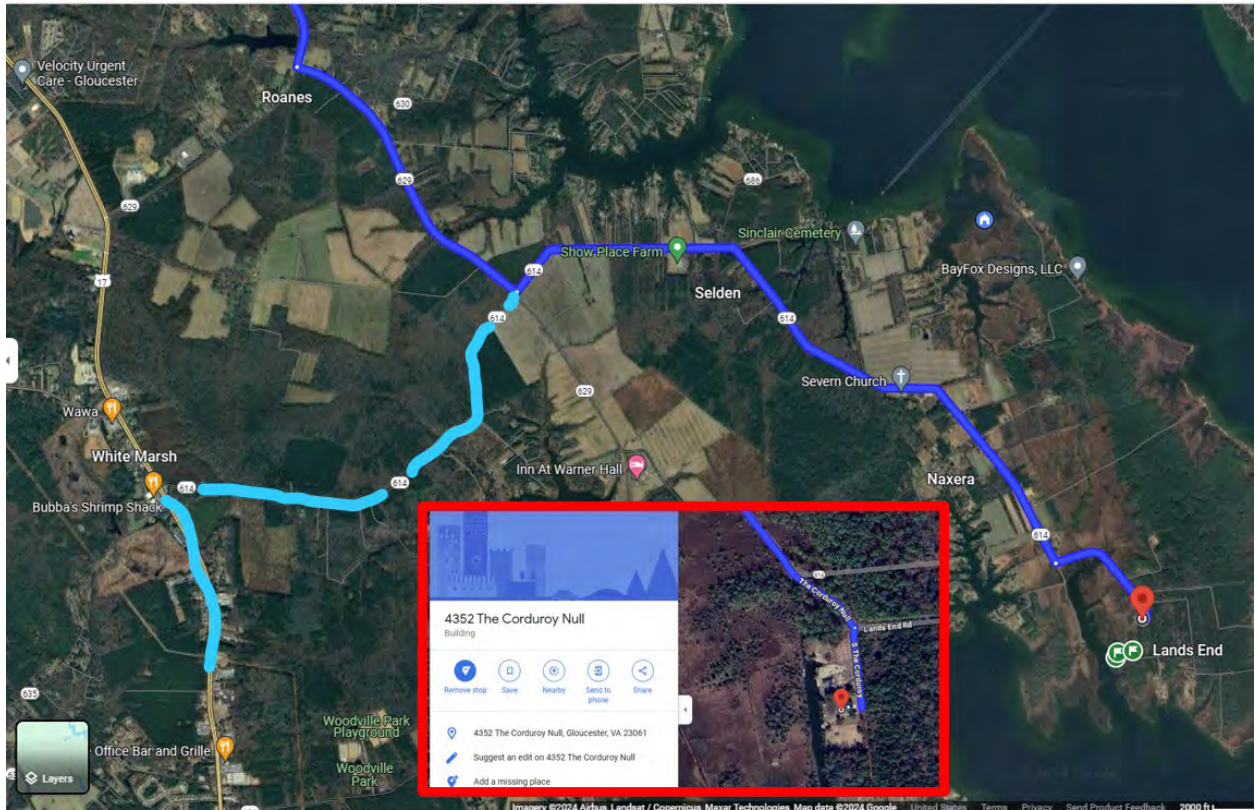
This announcement serves as a notice to call a meeting of the Middle Peninsula Chesapeake Bay Public Access Authority on Friday, **July 12th 2024 at 12:30 AM** at the Captain Sinclair's Recreational Area brick rancher located at **4352 The Corduroy Null, Gloucester County Va 23061**.

Please enter the following address into Google Maps for directions:
4352 The Corduroy Null

This agenda for the meeting follows

MPCBPAA AGENDA July 12th, 2024

1. Call to Order
2. Approval of March 8th, 2024 Minutes
3. Approval of Financial report –
Presentation of Final Audit- Still Pending delivery by Auditor
4. PAA Property Usage Report
5. Camp Cardinal-PAA MOU
6. Capt Sinclair's Items
 - a. Trail Map Update
 - b. New PAA Waterfowl Blind Licenses: 29.1-350.1
 - c. MOU Between Meridian Health, Crew, Knot Alone
 - d. Lease Agreement Shining Light Behavioral Health-Whittaker LLC
 - e. Construction Update Big House and Pool House
7. Dredging Update: \$7.5 million to the PAA
8. Site Visit of Elevated Septic and Shoreline Solutions
9. Public Comment
10. Other Business:
11. Next meeting





MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY
MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY
MINUTES
MPPDC Boardroom
March 8, 2024

MEMBERS

Essex County
Hon. Sidney Johnson
(*Treasurer*)

Gloucester County
Hon. Christopher A. Hutson
(*Vice-Chair*)

King and Queen County
Ms. Vivian Seay

King William County
Mr. Percy Ashcraft

Mathews County
Mrs. Ramona Wilson

Middlesex County
Mr. Matt Walker.

Town of Tappahannock
Mr. Eric Pollitt

Town of Urbanna
Mr. Ted Costin

Town of West Point
Mr. John B. Edwards, Jr.
(*Chair*)

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1. Call to Order

MPCBPAA Chair Mr. John Edwards, Town of West Point called the meeting to order at 11:00 a.m. Members and Alternates attending were: Mr. Sidney Johnson, Essex County; Mr. Christopher Hutson, Mr. Ashley Chriscoe Gloucester County; Ms. Vivian Seay, King & Queen County; Ms. Ramona Wilson, Mathews County; Mr. Dave Kretz, Middlesex County; and Mr. Larry Chowning, Town of Urbanna. A quorum was certified as Essex, Gloucester, King & Queen, Mathews, and Middlesex Counties as well as the Towns of Urbanna and West Point were represented.

Also present: Mr. Lewie Lawrence, Mr. Curt Smith, and Ms. Dawn Mantell, Ms. Jackie Rickards, MPPDC Staff; Ms. Clara Vaughn, LGA Grant Writer; Ms. Carol Steele, Gloucester County Administrator; Mr. Dan Knott and Mr. Nick Barnes, Knott Alone-Hold Fast; and Mr. Jack Moore and Dr. Jeff Buswell, Gloucester Rowing Association.

2. Approval of January Minutes

MPCBPAA Chair, Mr. John Edwards called for a motion to accept the January 2024 Minutes as presented. Motion to accept the January 2024 Minutes as presented was made by Mr. Chris Hutson; Seconded by Ms. Ramona Wilson; motion carried.

3. Approval of Financial Report

MPCBPAA Secretary, Lewie Lawrence reported the financial report was unavailable at the time of the meeting due to the recent hiring of a new CFO and expects to have them available for Board consideration at the next meeting.

Presentation of FY23 Draft Audit

MPCBPAA Secretary, Lewie Lawrence provided the Board with a draft of the FY23 Audit and reported the Total net position of \$5,222,743 increased by \$464,434 this fiscal year due to current year results of operations; Current assets increased during the year by \$184,184 primarily due to payments for improvements on a public fishing pier and other current operations; Capital assets increased by \$727,242 due to the acquisition of a new property, net of depreciation on infrastructure taken in the amount of \$42,758. Mr. Lawrence stated this was a clean audit and hopes to have the final draft available for Board consideration at the next meeting.

4. Captain Sinclair's Update

- Discussion of user groups at Sinclair:

Enabled Authority, Management Options, Conflict Resolution Process MOU

MPCBPAA Secretary, Lewie Lawrence reported there are 3 different user groups providing recreation, education, and wellness at PAA-owned Captain Sinclairs Recreation Area. Due to recent questions related to the powers and duties of the PAA, staff have worked with PAA legal and prepared documentation to help guide discussion and decision-making related to management options at the Captain Sinclair Recreation Area.

Mr. Lawrence drew everyone's attention to this documentation in their meeting packet and reviewed the MPCBPAA Act §15.2-6600 which provides the powers granted to the Authority by the General Assembly. Through this enabling legislation, the PAA Board derives certain powers to regulate public access sites that are owned or managed by the Authority. This power rests singularly with the PAA Board. §15.2-6606 outlines the powers granted to the Authority under this Act. Mr. Lawrence stated the PAA must always keep with the purpose for which it was created by the General Assembly. Mr. Lawrence asked if there were any questions, there being none, Mr. Lawrence continued.

Mr. Lawrence reviewed the normal range of options approved by legal counsel, available to the Board for managing situations like this. Options range from but are not limited to: Banning individuals or groups which become injurious to the public work of the PAA – Permanently closing the facility – Lease or contract the facility to others.

For structured programs, structured meaning all programs at the facility, the PAA could: **a)** Require lease agreements or MOU's for any and all structured programs; **b)** Require insurance, proof of annual good standing with IRS, facility rent, financial donations, donated labor etc.; **c)** Require plans to be developed to articulate the program's vision and future; **d)** Require maintenance/cleaning of building(s), roads, docks, pay utilities, make improvements etc (establish maintenance reserve fund); **e)** Require fundraising to assist the PAA; **f)** Require structured programs to make annual financial contributions to the PAA to support all programs; **g)** Require reporting or meeting minimum participation or diversity standards for equity and inclusion; or **h)** Limit or expand the area of public space where programs occur. Other approaches could be to: Offer the Crew Team access to or leasing of other waterfront parcels owned by the PAA to establish a program; or Require Meridian Health, Hold Fast, and Crew Team to commit to establishing a Conflict Resolution Process which binds the parties to an agreed outcome under an actioned MOU. Once a commitment is made, parties must agree to compromise by a certain date. Each party should have equal interest in reaching a resolution, respectfully recognizing each other's needs and wants to access the same asset for the same purpose. Mr. Lawrence provided an example of how the conflict resolution process would function and asked if there were any questions, there being none, Mr. Lawrence continued.

Proposed MOU for Gloucester Rowing Association

MPCBPAA Secretary, Lewie Lawrence drew the Board's attention to the proposed MOU for the Gloucester Rowing Association in their meeting packet. The Memorandum of Understanding, by and between the Middle Peninsula Chesapeake Bay Public Access Authority (PAA) and Gloucester Rowing Association (GRA) establishes a framework for a sustainable partnership between the organizations in order for mutual support to continue and prosper. Mr. Lawrence read the MOU which outlines the Mission; Governance/Administration; Coordination; Finances; Facilities; Services Offered to the other; and Expectations of each organization.

Issue Background

MPCBPAA Secretary, Lewie Lawrence drew the Board's attention to page 17 in their meeting packet. At the January 12th PAA meeting, Mr. Lawrence was directed to coordinate a meeting between the Gloucester Rowing Association, Meridian Health, and Hold Fast-Knott Alone to discuss how best to work together. A gentlemen's understanding arose out of that meeting to work together, but on February 29th, Mr. Jack Moore, President of the Gloucester Rowing Association deviated from this path and sent a letter dated February 29th to the Gloucester Board of Supervisors strongly opposing the proposed establishment of a rehabilitation facility at Captain Sinclairs with one of the primary concerns being "attracting

individuals who may be grappling with various issues, including addiction and mental health challenges. Introducing such a population into a public park setting could lead to increased crime, loitering, and disturbances, ultimately creating an unsafe environment for families and other park users”. Additionally, Gloucester Rowing Association and/or parents attended the March Gloucester BOS meeting and spoke against the project. Communications illustrating the current perspective or shifting perspective of a Gloucester BOS member and other constituent letters related to Captain Sinclairs were also included in the PAA meeting packet.

Media Talking Points

In recognizing the media may report on the user conflict at Captain Sinclairs, MPCBPAA Secretary, Lewie Lawrence provided talking points and asked all three user groups to remain positive as everyone works towards a common goal.

- MOU with Hold Fast-Knott Alone – NFWF Grant 0606.22.075916

MPCBPAA Secretary, Lewie Lawrence directed the Board’s attention to an MOU between Hold Fast-Knott Alone and the MPCBPAA in their meeting packet. Mr. Lawrence reviewed the MOU in its entirety and asked if there were any questions before taking action. Ms. Wilson made a motion to authorize the MPCBPAA Secretary, Lewie Lawrence, to execute the MOU with Hold Fast-Knott Alone; Seconded by Mr. Johnson; motion carried.

- Fishing Reef under PAA Fishing Pier

MPCBPAA Secretary, Mr. Lawrence directed the Board’s attention to an illustration in their meeting packet of a proposed Oyster Reef under the dock at Captain Sinclairs. Mr. Lawrence reported he received and approved a request a few years ago from a gentleman with the Oysters Forever group to store oyster castles at Captain Sinclairs. The gentleman recently contacted Mr. Lawrence and asked if they could build an oyster reef underneath the pier. Considering this a good habitat improvement project, Mr. Lawrence approved it. The gentleman is currently going through the JPA process. Mr. Lawrence stated there’s no cost to the PAA and no risk to the structure.

- Elevated Septic – Draft Illustration

MPCBPAA Secretary, Mr. Lawrence directed the Board’s attention to the first mockups of the elevated septic system provided in their meeting packet. Illustration of how a septic system works and an illustration of the Triangle Environmental elevated septic system. This technology eliminates the need for a drainfield and provides homeowners with options. Triangle Environmental is one of the RISE competition winners and the only unit in the nation is on PAA property. Two or three universities are working on designs to make it look more appealing and the price point has not been set but will be considerably lower than the cost of a typical septic system. The telework/telehealth center under construction in King & Queen County will also have an elevated septic system. Mr. Lawrence proposed conducting the next PAA meeting at the brick rancher so everyone can view an elevated septic system at work.

- Bid Packet

MPCBPAA Secretary, Lewie Lawrence reported bid packets to build three apartments in the Big House, a second story on the Pool House, and a covered pavilion as part of the public fishing pier at Captain Sinclairs are complete. Upon his review, they will be put out to bid for local contractors.

5. Public Comment`

Mr. Jack Moore introduced himself as the current President of the Gloucester Rowing Association (GRA) and thanked the PAA for their hard work. The Gloucester Rowing Association is a 501c3 organization, operated by volunteers, and their revenue is only generated by donations and fundraisers that the kids and their parents put together. The crew team has been in operation for over 20 years and around 10 years ago, the PAA granted the GRA usage of Captain Sinclairs with a handshake agreement. Out of appreciation, the GRA has provided most of the maintenance of the grounds and the access roads, even planting vegetation to help in building a better environment for the public. Mr. Moore stated his purpose of speaking today is to express concern that arose after meeting with Dan Knott, Hold Fast-Knott Alone, and Wes Mason, Meridian Behavioral Health where there was mention of the full house being converted and housing patients receiving therapeutic services. Out of concern for the future of Captain Sinclairs and to understand what measures are being taken to continue to maintain a safe environment, a letter was sent to Mr. Lawrence explaining the opposition and informing him that he has asked the Gloucester County Board of Supervisors to conduct a public forum to discuss implementing changes at Captain Sinclairs. In closing, Mr. Moore reiterated his request for a public forum with Dan Knott, Wes Mason, Gloucester County Board of Supervisors, Gloucester Rowing Association, PAA, and citizens to discuss the future of Captain Sinclairs.

Dr. Jeff Buswell introduced himself as a resident of Gloucester County, Vice-President of the Gloucester Rowing Association (GRA), and a parent of a rower for 8 years. Mr. Buswell stated to enable the public's input, he has also requested a public forum with the Gloucester County Board of Supervisors and all involved parties. Mr. Buswell stated he appreciated Mr. Lawrence's previous remarks and review of conflict resolution and felt it was suitable. If the proposed changes take place, he requests a mechanism such as a joint neutral committee be put in place to set guidelines, answer questions, hear concerns, mediate disputes and misunderstandings, and foster the cooperation of all involved parties.

MPCBPAA Chair, Mr. John Edwards asked if anyone else would like to speak during the public comment period. There being none, Mr. Edwards declared the public comment closed.

As a Gloucester Board of Supervisors member, the PAA Vice-Chair, former Gloucester Rowing Association board member, and parent, Mr. Chris Hutson conveyed the importance of continuing to allow GRA to utilize Captain Sinclairs and devise a solution for the three user groups to work together. Mr. Hutson stated the Gloucester Board of Supervisors would also like all three of the user groups to work together to utilize Captain Sinclairs. Mr. Hutson recommended requesting the services of a moderator and having the three user groups enter conflict resolution to determine what needs to happen and then hold a public meeting. Mr. Ashley Chriscoe, Gloucester County Board of Supervisors and PAA member stated he would also like to see all three user groups work together to utilize Captain Sinclairs and felt the steps outlined by Mr. Lawrence would lead to resolution.

To clear up any misinformation or misunderstanding, at the request of the MPCBPAA Chair, Mr. John Edwards, Mr. Lawrence reviewed zoning, permitted land use of the Big House and Pool House, the new units under construction, workforce housing, and current utilization agreements for Captain Sinclairs.

6. Other Business

MPPDC Deputy Director, Curt Smith reported a large number of grant applications have been submitted for the construction of living shorelines on every PAA property that has some form of erosion. VIMS submitted a grant proposal to NOAA for \$50M that involves 18 PAA properties. In addition, Native Shorelines has donated its products and services to build a living shoreline at Captain Sinclairs. Mr. Smith stated he will share photos at the next PAA meeting.

7. Next Meeting

The next meeting of the MPCBPAA will be on April 12th at Captain Sinclairs.

8. Adjournment

Motion to adjourn was made by Mr. Chris Hutson; Seconded by Ms. Ramona Wilson; Motion carried.

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Balance Sheet

Middle Peninsula Chesapeake Bay Public Access Auth
 Period From : 7/1/2023 to 6/30/2024

Run Date: 7/8/24
 Run Time: 12:46:19 pm

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Assets:

10000	Checking	230,337.18
10001	C&F MMKT - Restricted	52,404.55
10100	LGIP	16,114.85
10101	Rainy Day Fund (Resides in LGIP Gen Fund)	18,000.00
10200	Security Deposit Escrow	1,800.00
10700	Prepaid expense	7,919.50
11001	Browne Tract	216,964.00
11002	Clay Tract	576,069.00
11003	Hayworth, Dragon Run, Jackson Tracts	399,760.00
11004	Hall Tract	305,700.00
11005	Shenk Property	260,400.00
11006	Captain Sinclair Landing	1,423,600.00
11007	Perrin Wharf	16,151.00
11008	Sloop Landing	49,400.00
11009	Dutchmans Point	167,900.00
11010	Healy Creek	334,800.00
11011	Winter Harbor	112,600.00
11012	Bethel Beach	61,000.00
11013	Horn Harbor	11,000.00
11014	Heron Point	190,000.00
11015	Adams Creek	152,250.00
11016	Guinea Marshes	107,000.00
11017	Locust Grove Park, Essex	65,000.00
11018	Carneal Property	12,905.00
11019	Halifax Property	3,157.83
11020	Mabie Property	14,657.33
11021	Doome Property	8,088.50
11022	Miller Property	3,390.50
11023	Villa Property	12,600.00
11024	Skaare Property	36,750.00
11025	Bryant Property	57,170.00
11026	Pamturn Property	152,960.00
11027	South Garden Property	770,000.00
11028	Greenway Property	281,480.00
11050	Accumulated Depreciation	(333,371.67)
12000	Accounts Receivable	1,577.62
13000	Equipment	7,203.00
	Total Assets:	5,804,738.19

Liabilities:

20000	Accounts Payable	(3,437.00)
20100	Security Deposit	1,000.00
	Total Liabilities:	(2,437.00)

Projects

30022	FY22 PAA Administration	446.00
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Balance Sheet

Middle Peninsula Chesapeake Bay Public Access Auth
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Page 2 of 3

30024	FY24 PAA Administration	(2,064.71)
31001	Browne Tract Administration	(149.98)
31002	Clay Tract Administration	(1,628.33)
31003	Hayworth Tract Administration	(1,553.83)
31006	Captain Sinclair Landing	(57,219.85)
31009	Perrin Wharf	1,127.13
31012	Healy Creek	(60.00)
31019	Skaare Administration	36,345.00
31020	Bryant Administration	56,204.35
31021	Margaret Lyell Administration	172,182.99
32005	VOF Trailblazer	(4,993.32)
33600	VLCF South Garden on Severn	755,556.20
33700	GoVA Sea Grant Resilience Economy	255,282.50
34000	Greenway Administration	280,047.90
35000	VTC Pier Pressure	(5,960.00)
39000	General Fund Balance	2,801,372.14
39100	Restricted - Fed Program Income	59,198.00
39101	Restricted - Federal	1,157,093.00
39102	Restricted - by Deed	305,700.00
	Total Projects	5,806,925.19
		<hr/> <hr/>
	Total Liabilities and Projects	5,804,488.19
		<hr/> <hr/>
	Net Difference to be Reconciled	250.00
		<hr/> <hr/>
	Total Adjustment	250.00
		<hr/> <hr/>
	Unreconciled Balance	0.00
		<hr/> <hr/>

Balance Sheet

Middle Peninsula Chesapeake Bay Public Access Auth
Period From : 7/1/2023 to 6/30/2024

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Page 3 of 3

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	(250.00)
	Indirect Allocated	0.00
	Difference	250.00
	Total adjustments	<u>250.00</u>

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PAA

Property

Usage



Usage Data

- Reservation Information pulled from **Virginia' Coastal Wilds** website
- Reservation data reflects 2014 - 2024



According to the reservation system...

2,225 people

visited PAA properties.

That consisted of:

1,184 total reservations

2,114 days in the Wilds

According to the reservation system...

\$19,069.16

earned by all properties.

Properties By Use Type and Season

	Active Recreational Use	Building Facility	Camping Site	Hunt Track	Multi Use	Natural Area	Passive Recreational Use	Water Access Only	Total Reservations
Number of Properties	3	0	0	28	14	1	4	3	
Winter Reservations	17	-	-	295	47	0	16	9	368
Spring Reservations	0	-	-	139	36	0	1	0	176
Summer Reservations	0	-	-	8	13	0	5	3	29
Fall Reservations	9	-	-	528	55	4	16	8	611
Total Reservations	26	-	-	970	151	4	38	20	18

Summary of Use by Type & Season :

Hunting Tracks make up **~80%** of the total reservations

With most of the reservations being made in the Fall then the Winter.

~50% of total reservations are made in the **fall**

The reservations by season tend to follow hunting track trends as they made up majority of the reservations.

Active Recreational Use is the **lowest** reserved with less than **1%** of reservations

Only one ½ day reservation was made at Sinclairs which represents this entire statistic.

Least Reservations in Summer with **~2%** of reservations

Only one ½ day reservation was made at Sinclairs which represents this entire statistic.

****NOTE**

Winter - December, January, and February

Spring - March, April, and May







Summer - June, July, and August

Fall - September, October, and November





Most Reserved Site:
Browne Tract - Hunting Zones

Property Earnings

	Active Recreational Use	Building Facility	Camping Site	Hunt Track	Multi Use	Natural Area	Passive Recreational Use	Water Access Only	Total
Number of Properties	3	0	0	28	14	1	4	3	
Charge for Reservations		-	-						
Earnings	\$50	-	-	\$17,426	\$1,505	\$0	\$0	\$88	\$19,069.16
Percent of Total Earning	0.2%	-	-	91%	8%	0%	0%	0.5%	

 Charge to reserve at least 1 property

 Do not charge

 Charge for **only** Powers- King but that data was not included

Highest Earning



\$17,426

Hunting Track Reservations

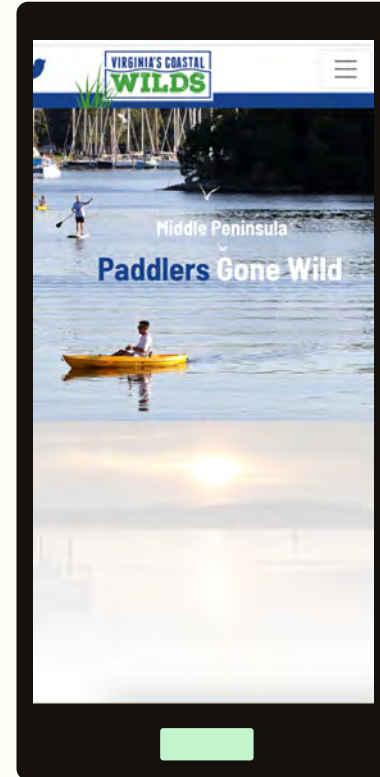
91% of the earnings were in hunting tracks, with Captain Sinclair's Recreational Area Hunting Blind/Zone being the highest earning at \$3,375 .

New things coming!

Reservation system is hopefully getting a face lift and will soon be accessible via mobile phone!

New revenue generating tools- partnerships
MOU Camp Cardinal
Packages for Hunting and Camping

New trails and new properties



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Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made on May 28, 2024 by and between Middle Peninsula Chesapeake Bay Public Access Authority (“PAA”) , of 125 Bowden Street, Saluda, VA 23149 and Camp Cardinal RV Resort (“Camp Cardinal”) , of 3149 Campground Road, Hayes, VA 23072 .

Per this MOU, the PAA will provide “Get Wild” branded apparel to be sold in the Camp Cardinal. The shirts will be provided on consignment from the PAA at a cost of \$12.00 to be sold at Camp Cardinal.

The MPPDC will be paid monthly at a rate of \$12.00 per shirt sold.

**Middle Peninsula Chesapeake Bay
Public Access Authority**

By:  _____

Date: 5/29/24 _____

Name: Lewis Lawrence _____

Title: PAA Secretary _____

Camp Cardinal RV Resort

By:  _____

Date: _____

Name: _____

Title: _____

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Status as of 6/21/24

- Trails Established ~2 Miles
- Underway Trails ~1.75- 2.5 Miles
- Connector public gravel road with new parallel walking trail ~½ mile
- VDOT Connector co-use trail .5 mile
- Connector Private Road Trails ¾ mile
- Hunting Areas



Code of Virginia

Title 29.1. Wildlife, Inland Fisheries and Boating

Chapter 3. Licenses

Article 2. Licenses for Waterfowl Blinds and for Hunting Waterfowl

§ 29.1-350.1. Permits for waterfowl blinds in Chesapeake Bay Public Access Authorities

The Department shall develop a singular license for all riparian stationary blinds issued to the Middle Peninsula Chesapeake Bay Public Access Authority created pursuant to Chapter 66 (§ [15.2-6600](#) et seq.) of Title 15.2 and the Northern Neck Chesapeake Bay Public Access Authority established in Chapter 66.1 (§ [15.2-6626](#) et seq.) of Title 15.2. The Department shall develop a fee schedule for such license. The provisions of this section shall be in addition and supplemental to the provisions of this article.

2024, c. [213](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Subject: Memorandum of Understanding between Meridian Behavioral Health, Gloucester Crew Team and Hold Fast

Memorandum of Understanding Background:

This Memorandum of Understanding (MOU) was created to establish the relationship and expectations between all three parties as it relates to Captain Sinclair's Recreational area and the utilization of land and property owned by the PAA.

Captain Sinclair's Recreational area, a cherished community haven, presents a unique opportunity to enrich its purpose by incorporating services that are thoughtfully integrated into the existing environment. Such an initiative could serve as a pioneering model for combining recreation with mental health and wellness, strengthening community bonds, and extending the park's role as a sanctuary for all.

After discussion between all parties, we are creating an MOU to help and govern and express enthusiastic support for the development of community-based mental health services, specifically tailored to address the needs of veterans and others requiring assistance within our community. We believe we can explore a collaborative approach that enhances the Captain Sinclair's Recreational area's role as a cornerstone for community engagement and support. This includes the on-going support of the 12-year history with Gloucester Rowing Association, which has been a staple and source of pride on this property and in the community.

By embracing a strategy focused on education, communication, and treatment, we can ensure that these services are introduced in a way that maintains the park's safety, integrity, and accessibility.

This initiative will foster a positive environment where families feel secure and supported, knowing that the park continues to be a space of rejuvenation and positive social interaction. It also offers a chance to educate the public on the importance of supporting our veterans and community members facing personal challenges, thereby promoting inclusivity, and understanding.

Furthermore, any development can be designed to be eco-sensitive, preserving the park's natural beauty and ensuring that it remains a thriving habitat for local wildlife. The integration of mental health services with environmental stewardship can enhance community efforts to protect and enjoy our precious green spaces for generations to come.

The MOU is reflective of our commitment to supporting all the organizations involved and its members effectively. We will harness our collective expertise and goodwill to enhance Captain Sinclair's Recreational area as a beacon of health, wellness, and community spirit.

We have agreed to enter in to the following Memorandum of Understanding: (MOU)

Parties Involved:

Gloucester Crew

Meridian Behavioral Health

Hold Fast

Subject: Collaboration and Cooperation for the Captain Sinclair’s Recreational area, house and Property Projects

Introduction:

This Memorandum of Understanding (MOU) establishes a framework for collaboration and cooperation between Gloucester Crew, Meridian Behavioral Health, and Hold Fast in the development and utilization of the Captain Sinclair’s Recreational area house and property. Our collective goal is to provide innovative mental health and support services tailored to meet the needs of veterans and others in our community, leveraging the unique opportunities presented by the property. It is also to fully support the continued use by Gloucester Crew in a safe environment, while not interrupting the access and ability to use the property in the same manner as years past.

Background:

Captain Sinclair’s Recreational area house and property represent a significant opportunity to enrich the community by offering tailored services that integrate seamlessly with the surrounding environment. This project aims to establish a model that combines mental health, wellness, and community engagement.

Purpose:

1. Collaboratively utilize Captain Sinclair’s Recreational area house and property to develop community-based mental health services.
2. Enhance the property's role in the community by integrating recreation with mental health and wellness.
3. Ensure continued use and support for Gloucester Crew team in a safe environment.
4. Strengthen community bonds by providing a sanctuary for all.

Scope of Collaboration:

*Education: Raise awareness about the importance of supporting veterans and others facing mental health challenges in our community.

*Communication: Foster a positive dialogue that promotes inclusivity, understanding, and support for those in need.

*Treatment: Ensure that services introduced at the property are thoughtfully integrated to preserve safety, integrity, and accessibility.

Roles and Responsibilities:

1. For one year following the mediation, the three parties will engage in regular meetings intended to provide timely updates on developments and to function as a place to bring any needs, concerns, or grievances. After the one-year period, the three parties will re-assess whether ongoing meetings are needed and at what level.
2. For ad hoc updates, issues, or concerns outside of regular meeting times, the three

parties will establish and use a group text thread for communication. If any confusion or distress arises in the course of texting; the parties agree shift to phone calls to clear up any issues.

3. In cases where agreement cannot be reached and assistance is required, the appropriate step will be to contact Lewie Lawrence as a liaison to the PAA.

4. Structure and Guidelines for Meetings A regular schedule of virtual meetings will be established at the first meeting. The parties discussed an initial cadence of biweekly virtual meetings, tbc at the first meeting.

5. Notes will be generated by an AI assistant, ensuring documentation. The parties discussed holding regular monthly in-person meetings but ultimately agreed that these could be organized “as needed.”

6. Meetings will be the primary venue for sharing schedules, updates, questions, or concerns, with texts/calls outside of the meeting as needed.

7. Meetings will include Wes Mason, Dan Knott, and Jack Moore, and others as needed. Jack Moore anticipates occasionally having another Board member join him for cross training and building institutional capacity/familiarity with the relationship.

8. The group will share reports with the PDC quarterly for the first year and then re-evaluate frequency of regular reporting.

9. Wes Mason and Dan Knott will attend any external meetings together, representing a partnership in providing a continuum of care for veterans.

Goals and Outcomes:

1. Establish a sustainable model that combines recreation and community services.
2. Provide tailored mental health programs that address the unique needs of veterans and others in the community.
3. Continued use and support for Gloucester Crew team in a safe environment.
4. Foster a supportive environment where families feel secure and welcome.
5. Promote environmental stewardship while enhancing community support services.

Duration and Termination:

This MOU is effective upon signing and will remain in effect until the goals outlined above are achieved or unless terminated by mutual consent.

Conclusion:

We, the undersigned (next page), express our enthusiastic support for this collaborative initiative and commit to working together to achieve its objectives.

DS DS DS DS DS


Signatures Page:

Meridian Behavioral Health Chief Administrative Officer:


DocuSigned by:


97FD2B4B00F34D9...
Mike Godwin

5/23/2024

Date

Meridian Behavioral Health Chief Marketing Officer:

DocuSigned by:


2347DF3B5910493...
Mark Luck

5/23/2024

Date

Middle Peninsula Chesapeake Bay Public Access Authority, Secretary:

DocuSigned by:


44F456D26C0D4C4...
Lewis L. Lawrence

5/24/2024

Date

Gloucester Rowing Association President:


DocuSigned by:


ABE1EACA504742D...
Jack Moore

5/28/2024

Date

Hold Fast President:

DocuSigned by:


1BF5F659B21F4DC...
Daniel Knott

6/3/2024

Date

THIS LEASE AGREEMENT (the “Lease”) is dated the ____ day of _____, 2024 (the “Effective Date”), by and between the Middle Peninsula Chesapeake Bay Public Access Authority, a political subdivision of the Commonwealth of Virginia (the “Landlord”), whose address is 125 Bowden Street, Middlesex, Virginia 2314, and Shining Light Behavioral Health-Whittaker LLC (“Tenant”), whose address is 200 College Pl Apt 320 Norfolk, VA 23510.

W I T N E S S E T H

WHEREAS, the Landlord is the owner of certain real estate and improvements thereon located at 9524 Whittaker Drive, Gloucester, Virginia 23061 (the “Premises”); and

WHEREAS, the Landlord desires to lease a portion of the Premises (~28% of the sq footage or ~1,921 sq feet) (the “Facility”) to the Tenant and Tenant desires to lease the Facility from the Landlord, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from landlord the Facility. In the event of any disagreement between the parties as to the portion of the Premises that comprises the Facility, the Landlord, in its absolute and sole discretion, shall determine the location and extent of the Facility.

2. Term and Termination. The Term of this lease shall be for twenty-four (24) months (“Initial Term”) commencing on _____, 2024 (the “Commencement Date”), and expiring on _____, 2026 (the “Expiration Date”), unless renewed pursuant to paragraph 3 below.

3. Renewal or Extension of Term. Unless terminated by either the Tenant or Landlord by written notice at least thirty (30) days prior to the end of the Initial Term, this lease shall continue thereafter for renewal terms of twelve (12) months each, upon the same terms and conditions and at the same rent per annum as during the preceding term until terminated by either party as provided for herein prior to the end of any such renewal term.

4. Condition, Acceptance and Use of Subleased Premises.

(a) The Tenant represents and warrants to the Landlord that it has examined and inspected the Facility, finds it to be as represented by the Landlord and satisfactory for Tenant's intended use, and, by its signature on this instrument, evidences its acceptance of the Facility in "as is, where is" condition. In no event whatsoever, will Landlord be liable for any latent defects in the Facility or in the equipment therein.

(b) Acceptance of the Facility by Tenant shall be construed as recognition that the Tenant shall be responsible for repairs necessary to obtain a Certificate of Occupancy or equivalent from Gloucester County prior to opening for business. Landlord shall not be liable for any losses or damages incurred by Tenant due to the failure of operation of the heating, cooling, or other utility equipment or due to the necessity of repair of same.

(c) Tenant shall use and occupy the Facility solely for the purpose of providing outpatient services primarily for military, first responders and veterans in a serene and therapeutic environment (incorporating nature and outdoors) with qualified staff to help address cognitive health issues due to trauma and addiction. Tenant shall not use or occupy the Facility or Premises for any unlawful purposes. Tenant is prohibited from using the Facility for overnight lodging of clients or its employees, with the exception force majeure events such as road closure due to tidal flooding.

(d) Tenant recognizes the Premises is a public waterfront park and plans to incorporate therapeutic operations provided by the park setting into outpatient services.

(e) The Tenant will designate a point of contact to serve as a liaison with other groups providing programs and services to ensure program operations for all parties are maximized and conflict is minimized. Collaboration and co-operation is a core responsibility for those with a lease agreement or a memorandum of understanding operating programs and services at the Premises (*reference #30 Memorandum of Understanding between Meridian Behavioral Health, Gloucester Crew Team and Hold Fast*).

(f) Tenant shall surrender the Facility at the expiration of the term hereof, or any renewal thereof, or upon other termination hereunder, in the same condition, with Tenant improvements as contemplated pursuant this paragraph 4, as when Tenant took possession, reasonable wear and tear excepted.

5. Rent. Landlord agrees to abate monthly rent for each \$5,000 invested in Capital Improvements in the facility, prior to the issuance of a Certificate of Occupancy or equivalent from Gloucester County authorizing the Tenant to conduct business at the facility. The monthly rent abatement shall be up to \$60,000 in rent for the first 12 months of occupancy. Tenant shall not invest more than \$277,000 in the facility without concurrence of Landlord and Tenant.

Tenant covenants and agrees to pay Landlord for use of the Facility, without notice or demand, the total sum of \$60,000 for the second year of the Initial Term, payable in equal monthly installments of \$5,000 (“**Rent**”). Rent must be paid on the 1st day of each month beginning _____ 1, 2025.

6. Rent Escalation. No rent escalation is proposed for the duration of the Initial Term. If Tenant and Landlord decide to extend the lease for a first renewal term, a 3.5% rent escalation

will go into effect at the start of the renewal period. At the end of the first renewal term, the parties may negotiate new rent escalation rate terms, however, if the parties are unable to reach an agreement prior to the due date for the first month of Rent in the new renewal term, the 3.5% rent escalation shall apply.

7. Assumption of Obligations and Tenant Responsibilities. The Tenant represents and warrants to the Landlord that it has examined and inspected the Premises, the Facility and first floor common space and finds it to be as represented by the Landlord and satisfactory for Tenant's intended use, and by its signature on this instrument evidences its acceptance of the Premises in "as is, where is" condition. Tenant shall keep all interior areas of the Facility in good, clean, sanitary, and sightly condition, working order, and repair. Tenant shall also have the following maintenance and repair responsibilities: janitorial service for the Facility, interior maintenance and renovations, grounds maintenance (area around Premises, including parking), ice and snow removal on the Premises (if needed), solid waste collection and disposal on the Premises, and signage which shall be in compliance with the Landlord's design covenants or subject to Landlord's approval. Tenant shall set up an account for solid waste collection and disposal on the Premises.

8. Tenant Responsibilities.

(a) Tenant shall obtain all necessary permits for conducting business operations, including zoning permit incorporating nature and outdoor therapy activities associated with the work of the Tennant.

(b) Tenant shall stay informed and adhere to all applicable federal, state, and local laws and healthcare regulations related to all aspects of its permitted use as specified in paragraph 4.

(c) Tenant pledges to invest ~~at least~~ up to but not more than \$277,000 in capital repairs necessary for the issuance of Certificate of Occupancy or equivalent from Gloucester County authorizing the Tenant to conduct business at the facility, Capital repairs include but are not limited to HVAC, roofing, interior and exterior including porches (the “**Improvements**”) to ensure the Premises are in good working order. The Tenant shall ensure the Improvements and additional modifications to the building, walls, structures are ADA compliant and shall receive acknowledgement from Gloucester County of such. Upon completion of the Improvements and additional modifications, Tenant shall provide a certification upon expenditure of capital investment that the Facility is in good working order, in a form acceptable to Landlord. ~~If the Department of Housing and Community Development provides an Industrial Revitalization Fund grant award pursuant to the 2023 application submitted by the Landlord for capital improvements to the Facility,~~ If either party secures grant funds which benefit the facility and both parties, Landlord and Tenant will negotiate in good faith to offset some or all of the Rent charges and modify the Lease terms accordingly.

(d) Tenant shall be solely responsible for the payment of all costs and expenses associated with the operation and maintenance of the Facility, including, but not limited to all licenses, permits, insurance (including but not limited to malpractice insurance), utilities and any applicable lease hold tax or other related taxes or fees. Tenant agrees, as needed, to cost share on gravel or millings in conjunction with the Landlord to help maintain the dirt road leading to the site. The Landlord will consult with the Tenant from time to time as needed. The Tenant’s annual maximum road maintenance cost commitment will not exceed \$1,000, unless agreed to in writing by both parties.

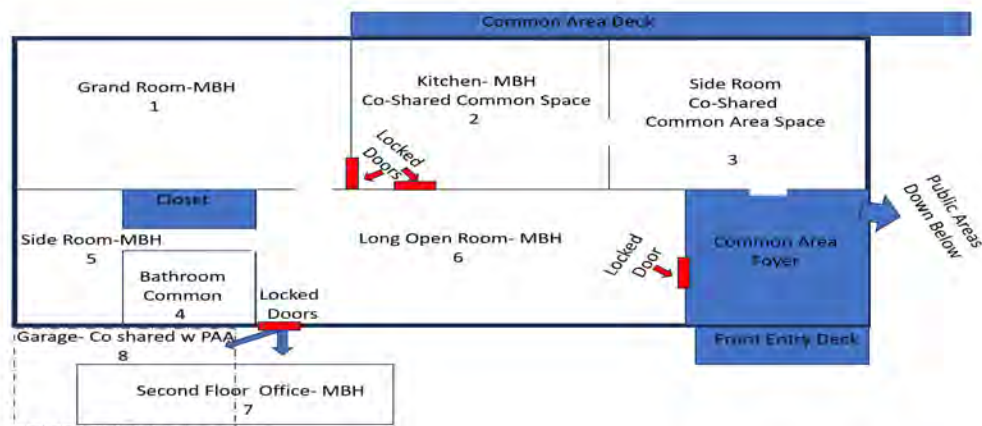
(e) Tenant agrees to maintain, at its expense, the common area, waterfront lower level deck facing the water and front entry deck facing the driveway and walkway for use by Tenant and other users as a common area.

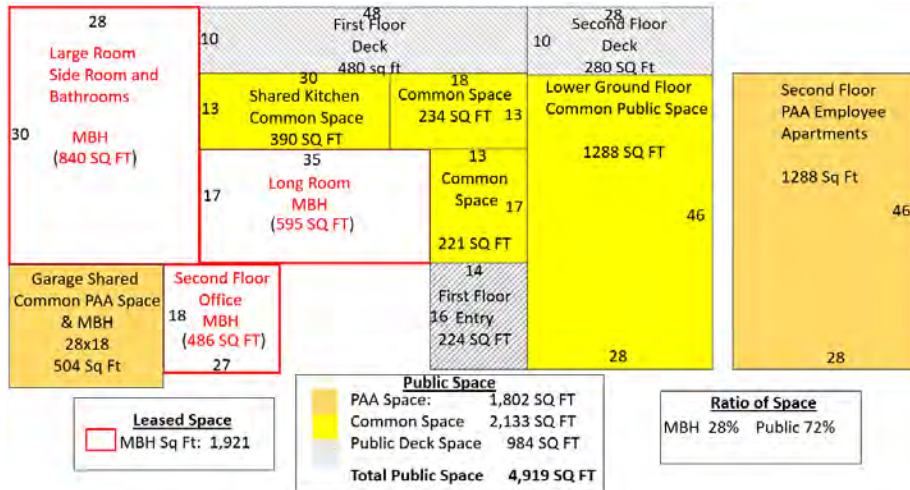
(f) Tenant agrees That the certain approximately 504 square foot attached garage shared common PAA space, highlighted in orange below, can be used by Tenant but is considered common area for Tenant and the Landlord. Tenant can make improvements or modifications to garage area.

(g) Tenant can make improvements or maintenance to common area or grounds with the prior written consent of Landlord.

(h) Tenant agrees to hire, at its expense, lawn maintenance to keep the grounds orderly. The “grounds” would be considered waterfront yard areas, side areas of yard between the main house and pool house, parking areas for clients, and the driveway circle area. Landlord will assume ground maintenance when Rent payments commence.

Conceptual Layout of Facility for Tenant and Common Space





9. Landlord Responsibilities. Once Tenant completes its capital investment in the Facility and both parties certify the Facility is in working order, the Landlord shall keep the roof, foundation, and structural components of exterior walls of the Premises in good working order and repair. In the event Landlord fails meet any of the above obligations under this Lease, Tenant shall issue to Landlord a written notice providing an opportunity to cure such deficiency within thirty (30) business days of the date such notice was issued (“**Cure Period**”).

10. Insurance. Tenant agrees, during the term hereof, to carry and maintain commercial general liability insurance with combined single limit coverage of not less than one million dollars with a company reasonably satisfactory to Landlord, including the Landlord as additional insured, against liability with respect to events occurring on or about the Premises or arising out of the use of occupancy thereof by Tenant. The policy shall be issued by a company licensed to do business in Virginia. Tenant shall deposit a certificate of insurance with Landlord evidencing its coverage. The Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises. The Landlord shall not be required to maintain insurance against thefts in, on, or about the Premises or to provide any security for the Premises.

11. Landlord's Liability. Landlord shall have no responsibility whatsoever with respect to the Premises, the condition thereof, or Tenant's property situated therein, except for loss, injury or damage caused by Landlord's gross-negligence or willful misconduct.

12. Indemnification. Tenant shall indemnify, defend and hold the Landlord harmless from and against any and all liability arising out of any damage or injury to any person or property occurring in, on, or about the Premises during the lease term and any renewal term, or arising out of the Tenant's use and occupancy of the Premises.

13. Sublease and Assignment. Tenant shall not sublease any portion of the Premises or assign this Lease without the prior written consent of Landlord. This Lease shall not be assigned by operation of law. Tenant shall not pledge its interest hereunder, or allow liens to be placed on such interest, or suffer this Lease or any portion thereof to be attached or taken upon execution. Any attempt to sell, assign, or sublet without the written consent of the Landlord shall be deemed a default by Tenant.

14. Damage, Destruction or Condemnation. In the event of damage or destruction of the Premises or the taking of all or any part thereof under the power of eminent domain, this Lease shall terminate, and the rent payable hereunder shall abate for the remaining term of the Lease. Tenant shall have no claim to Landlord's insurance or condemnation proceeds (other than moving expenses or a taking or damage to Tenant's fixtures or personal property and only to the extent the same does not diminish any award payable to Landlord).

15. Alterations and Improvements. No alterations, additions, or improvement in or upon the Premises shall be made by Tenant without the prior written consent of the Landlord. Upon the termination of the Lease, all alterations, additions, and improvements shall be surrendered to the Landlord and shall remain a part of the Premises and be surrendered without

disturbance, molestation, or injury and shall not be removed by Tenant, unless such removal is required by Landlord, in which case Tenant shall remove the same and restore the Premises and the Facility to the same or better condition as the Effective Date, reasonable wear and tear excepted. Personal property, business, and trade fixtures, machinery and equipment, furniture, and movable partitions owned by Tenant shall remain the property of Tenant.

16. Default. The occurrence of any of the following shall constitute a default by Tenant: (a) if any rent reserved or other monetary payment referred to herein, or any part thereof, whether the same be demanded or not, shall remain unpaid for a period of five (5) days from the date due hereunder; (b) abandonment or vacation of the Premises; (c) or if any other term, condition, or covenant of this Lease on the part of Tenant to be kept or performed, shall be violated or neglected, and Tenant shall fail to cure the same within ten (10) days from the date of written notice from Landlord to Tenant specifying the violation; or (d) declaration of Tenant as bankrupt, or an assignment made voluntarily by Tenant for the benefit of its creditors, or the appointment of a receiver, guardian or trustee for Tenant's property.

17. Landlord Remedies. Landlord shall have the following remedies in addition to all other remedies available to the Landlord at law or in equity if the Tenant commits a default that is not cured within any applicable cure period, which remedies shall be cumulative and not exclusive of one another: (i) to terminate this Lease; (ii) to cure or attempt to cure the default, whereupon Tenant shall promptly reimburse Landlord for all costs thus expended together with interest thereon at the lesser of the highest rate permitted by law or 14% per annum (the "**Interest Rate**"); (iii) to sue for Tenant's specific performance, whereupon Tenant shall promptly reimburse Landlord for all costs thus expended together with interest thereon at the Interest Rate; (iv) to re-enter and take possession of the Facility; and (v) to remove any property therein, without liability

for damage to, and without the obligation to store such property but may store the same at Tenant's expense. In the event of such re-entry, Landlord may, but shall not be obligated to, relet the Facility, or any part thereof, from time to time, in the name of Landlord or Tenant, without further notice, for such term or terms, on such conditions and for such uses and purposes, in its sole discretion, may determine, and Landlord may collect and receive all rents derived therefrom and apply the same, after deduction of all appropriate expenses (including broker's, consultant's and attorney's fees, if incurred, and the expenses of putting the property in leasable condition) to the payment of the rent and other sums payable hereunder, Tenant remaining liable for any deficiency. Landlord shall not be responsible or liable for any failure to relet the Facility, Premises or any part thereof, or for failure to collect any rent connected therewith. The exercise by Landlord of any remedy shall not preclude the subsequent or simultaneous exercise of any other remedy. No delay in exercising any remedy shall be deemed a waiver thereof. In addition, any payment not made when due shall bear interest at the Interest Rate until paid.

18. Environmental Protection.

(a) Within the limits of their respective legal powers, the parties to this Lease shall protect the Facility against pollution of its air, ground, and water. Tenant shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by Environmental Protection Agency (EPA), or any Federal, State, interstate, or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Facility is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by any federal, State, interstate, or local government agency are hereby made a condition of the Lease. Tenant shall not discharge waste or effluent from the

Facility in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

(b) Tenant will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of Tenant, the Tenant shall be liable to restore the damaged resources in accordance with federal, state, and local laws, regulations, and ordinances.

(c) Herbicides and pesticides may be applied to the Facility only with written permission from the Landlord.

(d) Landlord's rights under this lease specifically include the right for government officials to inspect, upon reasonable notice, the Premises for compliance with environmental, safety, and occupational health laws and regulations. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Landlord will give the Tenant twenty-four (24) hours prior notice of its intention to enter the Facility, except that if Landlord determines that entry is required for safety, environmental, operations, or security purposes, entry may be had without notice. The Tenant shall have no claim against the Landlord or any officer, agent, employees, or contractors, for damage to Tenant's personal property on the Premises occurring during such entry without notice.

(e) Tenant shall be solely responsible for obtaining, at its costs and expense, any environmental permits required for its operations under the Lease.

(f) Upon expiration or termination of the Lease, Tenant must restore the Premises to the same or better environmental condition than the Premises was in when the Tenant took possession. Tenant will be held financially and legally responsible for any and all restoration or cleanup resulting from its activities and occupancy.

19. Surrender of Facility. Upon the expiration of the term of this Lease, or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Facility to Landlord. The Facility shall be in as good or better order and condition as the same are now or hereafter may be improved by Landlord or Tenant, reasonable wear and tear and repairs which are Landlord's obligation excepted. Tenant shall, without expenses to Landlord, remove or cause to be removed from the Facility all debris and rubbish, all furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitioning, and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises. Tenant shall, also without expense to the Landlord remove or cause to be removed from the Facility, all similar articles of any other persons claiming under Tenant. Tenant shall repair all damage to the Premises resulting from the removal obligations described in this paragraph 17. Upon the expiration of this Lease, or if Landlord re-enters or retakes possession of Facility prior to the normal expiration of the Lease, Landlord shall have the right, but not the obligation, to remove from the Facility all personal property located therein belonging to Tenant, and either party may discard such debris, rubbish, and personal property or place such personal property in storage in a public warehouse, all at the expense and risk of Tenant.

20. Waiver. No provision of the Lease shall be deemed to have been waived unless such waiver is in writing signed by the party charged with such waiver. A waiver by Landlord of any default, breach, or failure of Tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach, or failure.

21. Access to Premises. Tenant shall allow Landlord, its agents, employees, and contractors, the free access to Facility for the purposes set forth in the Lease or to exhibit the

Facility to prospective purchasers, mortgagees, ground lessors. or tenants in accordance with the provisions of the Lease.

22. Holding Over. If Tenant or anyone claiming under Tenant holds over after the expiration or earlier termination of the term hereof without the express written consent of Landlord, Tenant shall become a tenant at sufferance only, at the rental rate per square foot in effect upon the date of such expiration, plus any amount payable to Landlord as a result of such holdover, including any holdover costs for Facility described in the Lease, and otherwise upon the terms, covenants, and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such termination shall not constitute a consent to a holdover hereunder or result in a renewal. The foregoing provisions of this paragraph are in addition to and do not affect Landlord's right of recovery or any other rights of Landlord hereunder or as otherwise provided by law and tenant shall be liable to Landlord for any holding over after the expiration or earlier termination of the term hereof.

23. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by nationally recognized courier service, or if sent by certified mail, return receipt requested, properly addressed with postage prepaid to the addresses set forth herein:

Landlord: Middle Peninsula Chesapeake Bay Public Access Authority
125 Bowden Street,
Middlesex Virginia 2314
Attn:

with a copy to:

Sands Anderson PC
P.O. box 1998
919 E. Main Street
Richmond, Virginia 23218
Attn: Heather Hays Lockerman, Esq.

Tenant: Meridian Behavioral Health-RE
[ADDRESS]
Attn:

Either party, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

24. Successors and Assigns. The terms, covenants, provisions, and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and on the successors and assigns of Tenant but only to the extent herein specified.

25. Captions. The captions herein are for convenience only and are not a part of this Lease.

26. Interest. Tenant shall pay to Landlord interest at the Interest Rate on all sums of whatever nature to be paid by Tenant to Landlord hereunder from the time said sum shall become due and payable until the same is paid.

27. Relationship of Parties. This Lease does not and shall not create the relationship of principal and agent, or of partnership or joint venture, or of any other association between Landlord and Tenant, except that of Landlord and Tenant.

28. Brokerage. Landlord and Tenant each represents to the other that no real estate broker or agent is involved in the Lease.

29. Severability. In the event of any part of this Lease is held to be unenforceable or invalid, for any reason, the balance of the Lease shall not be affected and shall remain in full force and effect during the term of the Lease.

30. MOU. The executed *Memorandum of Understanding between Meridian Behavioral Health, Gloucester Crew Team and Hold Fast*, each are users of Captain Sinclair land and buildings is incorporated by reference. The MOU can be found within the records of the MPCBPAA Captain Sinclair's property binder as well as within the electronic records of Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com). The MOU was created to establish the relationship and expectations between all three parties as it relates to Captain Sinclair's Recreational area and the utilization of land and property owned by the PAA.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the Effective Date.

Middle Peninsula Chesapeake Bay Public Access Authority

By: _____
Name: _____
Title: _____

Meridian Behavioral Health-RE

By: _____
Name: _____
Title: _____

Budget Bill - HB6001 (Introduced)

Bill Order » Office of Transportation » Item 451

[← Item →](#)
[Show Highlight](#)
[Print](#)
[PDF](#)
[Email](#)
Item Lookup

Virginia Port Authority

Item 451	First Year - FY2025	Second Year - FY2026
Financial Assistance for Port Activities (62800)	\$19,112,325	\$11,612,325
Aid to Localities (62801)	\$13,500,000	\$6,000,000
Payment in Lieu of Taxes (62802)	\$5,612,325	\$5,612,325
Fund Sources:		
General	\$7,500,000	\$0
Special	\$1,612,325	\$1,612,325
Commonwealth Transportation	\$2,000,000	\$2,000,000
Dedicated Special Revenue	\$8,000,000	\$8,000,000

D. Out of the amounts in this item, \$7,500,000 the first year from the general fund is provided to fund a pilot municipal dredge program operated by the Middle Peninsula Chesapeake Bay Public Access Authority for the dredging of shovel-ready projects, to be distributed by the Virginia Port Authority upon approval of a Municipal Dredging Operating Program and a Municipal Dredging Operating Agreement. Funding for this program is designated for shovel-ready, shallow-draft dredging projects in localities identified in Chapter 66 of the Code of Virginia, or through the development of operating agreements between the Middle Peninsula Chesapeake Bay Public Access Authority and the Eastern Shore Water Access Authority or the Northern Neck Public Access Authority.

Provided for conceptual context only

**Middle Peninsula Chesapeake Bay Public Access Authority
Municipal Dredging Program Operating Agreement**

This Agreement is made and entered into this ___ day of __, 2022, by and among the MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY (Authority), creator of the Middle Peninsula Municipal Dredging Program (Municipal Dredging Program) and the following eligible COUNTIES, each named under 2022 Special Session 1 Budget Amendment Item C-66.1 #1C Transportation: Accomack, Gloucester, Mathews, Middlesex, Northampton, each a political subdivision of the Commonwealth of Virginia. The counties are collectively referred to as the "Benefiting Jurisdictions".

Definitions

Those counties adopting this agreement are defined as "**Member Jurisdictions**".

The counties identified as "**Benefiting Jurisdictions**" include Accomack, Gloucester, Mathews, Middlesex, Northampton

Those counties or town which may choose to participate later are defined as "**Non-Participating Jurisdictions**"

Those counties formally electing to opt-out and self-identify as "**opt-out benefiting jurisdiction**" shall not be entitled to the benefits of C-66.1 #1C. These jurisdictions shall provide a resolution to VPA opting out.

I. Recitals.

A. Member and Benefiting Jurisdictions recognize that dredging of navigable waterways is a priority public need; and

B. Member and Benefiting Jurisdictions recognize that Federal funding levels and financing strategies have remained inadequate for addressing pressing navigation channel maintenance needs in a cost- and time-effective manner; and

C. The Middle Peninsula Member and Benefiting Jurisdictions recognize that § 15.2-6601 Creation: public purpose, subsection 8. authorizes the MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY to receive and expend public funds and private donations and apply for permits in order to perform dredging projects on waterways and construct facilities and infrastructure within the region for which the

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Authority exists. Such projects shall enhance recreational or commercial public access; and

D. The Middle Peninsula Member and Benefiting Jurisdictions recognize that Chapter 327 of Acts of Assembly has been amended and reenacted to specifically authorize regional dredging initiatives under §§ 15.2-6606, subsection 11. In conjunction with one or both of the Eastern Shore Water Access Authority (the ESWAA), created pursuant to the provisions of Chapter 74 (§ [15.2-7400](#) et seq.), and the Northern Neck Chesapeake Bay Public Access Authority (the NNCBPAA), created pursuant to the provisions of Chapter 66.1 (§ [15.2-6626](#) et seq.), receive and expend public funds and private donations for dredging, apply for permits in order to perform dredging projects, and perform such dredging projects on waterways within the region for which any or all of the Authority, the ESWAA, or the NNCBPAA exists; and

E. The Eastern Shore Benefiting Jurisdictions recognize that Chapter 327 of Acts of Assembly has been amended and reenacted to specifically authorize regional dredging initiatives by the Eastern Shore Water Access Authority under §§15.2-7401 of the Code of Virginia. Subsection 9. of this Code section allows, "In conjunction with one or both of the Middle Peninsula Chesapeake Bay Public Access Authority (the MPCBPAA), created pursuant to the provisions of Chapter 66 (§ [15.2-6600](#) et seq.), and the Northern Neck Chesapeake Bay Public Access Authority (the NNCBPAA), created pursuant to the provisions of Chapter 66.1 (§ [15.2-6626](#) et seq.), receive and expend public funds and private donations for dredging, apply for permits in order to perform dredging projects, and perform such dredging projects on waterways within the region for which any or all of the Authority, the MPCBPAA, or the NNCBPAA exists".

F. The General assembly at its 2022 Special Session 1 adopted Budget Chapter 2, Item C-66.1, appropriating \$5,000,000; "Funding included in this item is designated for shovel-ready shallow-draft dredging projects in the following (Benefiting) localities: Accomack County, Gloucester County, Mathews County, Middle Peninsula Municipal Dredging Program, Middlesex County, Northampton County."

A shovel-ready shallow-draft dredging project under this agreement is a proposed channel dredging project that has completed the following activities: 1) the project has been identified as a need and priority by the Beneficiary Jurisdiction, 2) preliminary engineering and environmental studies have been completed to determine the scope of dredging required, 3) the method of dredging has been determined, 4) the method of disposal of the dredge material has been ascertained and disposal site(s) identified, 5)

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environmental studies have been conducted to determine adverse environmental impacts and the appropriate mitigation measures, and 6) the total costs of the dredging project have been estimated. Shovel-ready shallow-draft dredging projects should be ready for permitting by state and federal agencies and implementation commencing within two years of funding from the VPA.

G. Beneficiary Jurisdictions that are a part of this agreement shall provide an initial list of dredging projects which meet requirements of Item F. The following list of shovel-ready shallow-draft dredging projects shall guide and inform the development of the overall Municipal Dredging Program and annual dredging work plan.

- 1.
- 2.

H. To provide a mechanism for operating and financing the Middle Peninsula Chesapeake Bay Public Access Authority Municipal Dredging Program, Member and Benefiting Jurisdictions who have adopted this agreement acknowledge that the Middle Peninsula Chesapeake Bay Public Access Authority (Authority) shall be responsible for developing and implementing the Municipal Dredging Program.

II. Appointment of Member Jurisdictions Local Dredging Point of Contact

Upon approval of this Agreement the governing body of each Member Jurisdiction shall appoint one person who shall be a member of the appointing governing body or its chief operating officer to serve as the Member Jurisdiction's local dredging "Point of Contact". Following their appointment, the local dredging "Point of Contact" shall serve as the coordinator of the host locality on matters related to dredging project readiness, project financing, and other locality matters necessary for the Authority to provide dredging work for that Member Jurisdiction. No municipal dredging project shall advance without the Member Jurisdiction's concurrence by Board and/or Town Council action as appropriate.

III. Operation of Municipal Dredging Program.

The Authority shall adopt a Municipal Dredging Program outlining the projected multi-year activities resulting in an annual dredging workplan and schedule of dredging shallow-draft channels in the Member Jurisdictions.

The Authority shall establish a Municipal Dredging Program Board made up of the Member Jurisdictions' respective Point of Contacts that is responsible for developing the annual Municipal Dredging Program for adoption by the Authority. The Municipal Dredging Program shall outline a multi-year program of dredging projects in the Member Jurisdictions with an annual project list of dredging projects in various stages of readiness. Once the Municipal Dredging Program is adopted by the Authority, the

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Authority shall proceed to develop, modify, and implement necessary policies and procedures including revenue- and expense-sharing agreements consistent with enabling statutes and the Budget amendment.

Benefiting Jurisdictions that choose not to adopt this agreement by July 1, 2023, Non-Participating Benefiting Jurisdictions, have 10 years from the signing of this operating agreement by 2 or more members to become a Member Jurisdiction and receive all benefits of the Municipal Dredging Program.

The Authority shall develop policies and procedures for inclusion of Non-Participating Jurisdictions that wish to become participating Member Jurisdiction in the Municipal Dredging Program. The Authority shall develop a process for adding Benefiting Jurisdictions who elect to join later and other jurisdictions with dredging needs over time. At no point shall the Authority undertake any project in any Member Jurisdiction without the approval of the governing body of that jurisdiction.

IV. Annual Budgets; Contributions from Member Jurisdictions.

A. As soon as practicable after the Municipal Dredging Program Operating agreement is adopted, and by January 1 of each future year, the Authority shall develop and present to the Member Jurisdictions its Municipal Dredging Program operating and capital budgets for the fiscal year beginning the following July 1, showing all contemplated expenditures for operations, capital expenses, and debt service and all anticipated revenues from operations, federal and state grants, and other sources. Any Member Jurisdiction may contribute funds to support activities of the Municipal Dredging Program, but such contributions shall be subject to annual appropriation by its governing body. The Member Jurisdiction is obligated to include in its draft annual budget its financial contribution when a formal financing agreement has been executed between the Authority and the Member Jurisdiction.

B. Formal Municipal financing agreements are anticipated to ensure that staffing costs and administrative costs can be covered when grant funding is not available.

C. The Authority, upon concurrence and support of Member Jurisdictions may finance the Municipal Dredging Program under CHAPTER 153 An Act to amend and reenact § 62.1-199 of the Code of Virginia, relating to Virginia Resources Authority, dredging projects.

D. The Authority may also receive revenue to finance the operations of the Municipal Dredging Program under CHAPTER 120 An Act to amend and reenact § 58.1-3245 of the Code of Virginia, relating to tax increment financing dredging projects.

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V. Dredging Project Implementation per 2022 Special Session 1 Budget Amendment Item C-66.1 #1C

A. In accordance with Budget Amendment Item C-66.1 #1C, Benefiting Jurisdictions are entitled to funding of “shovel-ready” municipal dredging project(s) upon execution of this agreement. Participation of Member Jurisdictions who are designated Benefiting Jurisdictions in the Municipal Dredging Program entitles the Member Jurisdiction to approximately \$1,000,000 or more in shallow-draft channel dredging services. Member Jurisdictions retain responsibility for pre-dredging activities, permitting, disposal and any and costs not covered by VPA grants and other grant funding from other sources.

B. Any Member Jurisdiction shall partner with the Authority to develop a specific dredging project scope of work, financing plan and schedule of dredging agreed to by the Authority necessary to complete the dredging projects in the Municipal Dredging Program.

C. If a Benefiting Jurisdiction under C-66.1 #1C elects to not become a Member Jurisdiction or does not have a “shovel-ready” dredging project, that jurisdiction is still eligible to participate in the Municipal Dredging Program of the Authority under terms and conditions agreeable to the Authority and that Jurisdiction. The Jurisdiction retains responsibility for all pre-dredging, permitting, disposal and costs not covered by the Municipal Dredging Program. A specific dredging project scope of work, dredging schedule and financing plan agreed to by the Jurisdiction and the Authority will be necessary for implementation of shallow-draft dredging projects in a Member Jurisdiction.

VI. Withdrawal of Membership under the Municipal Dredging Program.

Any Member Jurisdiction may withdraw from membership in the Municipal Dredging Program by resolution or ordinance of its governing body giving notice effective at the beginning of the next fiscal year. The withdrawing Member Jurisdiction shall meet all financial obligations for dredging projects included in the annual Municipal Dredging Program. However, no Member Jurisdiction shall be permitted to withdraw from the Municipal Dredging Program until all financial obligations have been honored except by unanimous vote of all Member Jurisdictions.

IN WITNESS WHEREOF this Agreement has been executed on behalf of each of Benefiting Jurisdictions and the Authority pursuant to action of their respective governing bodies on the dates indicated.

Approved By

COUNTY OR Authority

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List of Shovel-Ready Shallow-Draft Dredging Projects

"Funding included in this item is designated for shovel-ready shallow-draft dredging projects in the following localities: Accomack County, Gloucester County, Mathews County, Middle Peninsula Municipal Dredging Program, Middlesex County, Northampton County."

Explanation

(This amendment provides \$5,000,000 in the first year from the general fund to the Virginia Port Authority to distribute for local shovel-ready shallow-draft dredging projects in specified localities.)

DRAFT