

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, JULY 16, 2024, AT 6:00 P.M., IN THE COLONIAL COURTHOUSE AT 6504 MAIN STREET, GLOUCESTER, VIRGINIA ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, ___;
Ashley C. Chriscoe, ___;
Kenneth W. Gibson, ___;
Christopher A. Hutson, ___;
Michael A. Nicosia, ___;
Robert J. Orth, ___;
Kevin M. Smith, ___;

**RESOLUTION TO APPROVE AND AUTHORIZE EXECUTION
OF THE MEMORANDUM OF AGREEMENT BETWEEN
GLOUCESTER COUNTY AND
THE CHESAPEAKE BAY FOUNDATION**

WHEREAS, The Chesapeake Bay Foundation (CBF) is dedicated to the restoration of the Chesapeake Bay and its tributaries and hopes to assist in restoring water quality in the rivers that flow into the Chesapeake Bay; and

WHEREAS, CBF has an oyster shell recycling program that encourages local restaurants and oyster growers to recycle their oyster shells to support oyster restoration efforts in Chesapeake Bay tributaries; and

WHEREAS, has requested that the County host an oyster shell recycling bin on a portion of the former Page site, RPC 29970; and

WHEREAS, a memorandum of agreement specific to the placement of the bin was developed in consultation with the County Attorney to indicate specific responsibilities for use of the property.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Supervisors that the attached Memorandum of Agreement between Gloucester County and The Chesapeake Bay Foundation is hereby accepted, and the County Administrator is authorized to act on behalf of the County to execute the agreement.

A Copy Teste:

Carol E. Steele, County Administrator

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2024 (“Effective Date”) between The Chesapeake Bay Foundation, Inc., a nonprofit organization incorporated under the laws of the State of Maryland with offices at 6 Herndon Avenue, Annapolis, MD 21403 (“CBF”), and authorized to transact business in the Commonwealth of Virginia, and the County of Gloucester, 6489 Main Street, Gloucester, VA 23061 (“Owner”).

WHEREAS, CBF is dedicated to the restoration of the Chesapeake Bay and its tributaries;

WHEREAS, CBF hopes to assist in restoring water quality in the rivers that flow into the Chesapeake Bay;

WHEREAS, Owner owns or occupies a parcel of land located at 5630-5644 George Washington Memorial Hwy, RPC 29970, shown in Exhibit A hereof (“Property”), and it wishes to provide CBF egress to and use of a portion of the Property (“Site”) (Exhibit B) to conduct shell recycling efforts by placement of a shell recycling bin;

NOW THEREFORE, in consideration of the mutual promises and undertakings described herein, the parties agree as follows:

1. CBF Contributions. CBF shall:

- a) Install on the Site a shell recycling bin to hold recycled shells per the design included as Exhibit C including screening substantially the same as that shown.
- b) Install a sign at the bin, describing the shell recycling bin’s purpose and CBF contact information.
- c) Coordinate with Owner concerning siting of the bin and subsequent scheduling of volunteer events.
- d) Allow CBF volunteers and the public to drop off oyster shells periodically at the bin.
- e) Host periodic volunteer events on the Site, which will include recruiting, instructing, and supervising volunteers as needed.
- f) Provide for the collection of shells/emptying of bin by CBF volunteers on an as needed basis to prevent overflow of shells from the bin.

2. Owner Contributions. Owner shall:

- a) In consultation with CBF, designate a Site for the bin that clearly avoids any utility lines and meets both parties’ needs.
- b) Upon reasonable advance notice, grant CBF and its representatives, contractors, and volunteers access to the Site to plan and install the bin.
- c) Upon reasonable advance notice, grant CBF and its representatives, contractors, and volunteers access to the Site to add shells to the stockpile and participate in shell recycling efforts to include volunteer events.

3. Activity Schedule. CBF and Owner shall mutually agree on a schedule for planning, Site visits, bin installation, and such other activities as may be necessary. The schedule shall be structured to enable final installation of the bin no later than January 16, 2025.
4. Indemnification/Hold Harmless: CBF shall protect, defend, indemnify, and hold Gloucester County its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the indemnifying party's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with the indemnifying party's acts or omissions in the performance of its obligations under this agreement, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that the indemnifying party's duty to indemnify and hold harmless shall not include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of the other party and its elected officials, officers, employees, representatives, and agents.
5. Owner Representation. The Owner represents that it owns the Property in fee simple and is authorized to enter into this Agreement and carry out its terms. The Owner agrees that the terms and conditions of this Agreement shall be binding upon the Owner and upon any and all of Owner's heirs, successors, and assigns.
6. Owner Retains Rights. Owner retains all incidents of ownership of the Property including, without limitation, the right to prevent trespass and control noxious weeds and the responsibility for taxes (if any) relating to the Property. In the event that the Owner sells or leases the property to another entity, CBF agrees to remove the shell recycling bin within thirty (30) days of notice.
7. Termination. This Agreement may be terminated by either party with thirty (30) days of written notice. Upon termination, CBF agrees to remove any shells and the shell recycling bin, and will restore the portion of the Site used to its previous condition.
8. Written Agreement. This Agreement may be modified only by written agreement signed by all parties.
9. Notices. Communications regarding this Agreement shall be made as follows:

Communications to CBF shall be made to:

Ryan Westphahl
Chesapeake Bay Foundation
3663 Marlin Bay Drive
Virginia Beach, VA 23455
westpfahl@cbf.org

Written communications to CBF pursuant to Section 7 hereof shall be sent to:

Willy Agee
Chesapeake Bay Foundation
6 Herndon Avenue
Annapolis, Maryland 21403
wagee@cbf.org

Communications to Owner shall be sent to:

Gloucester County
County Administration
6489 Main Street
Gloucester, VA 23061
county.administrator@gloucesterva.info

10. Effective Date. This Agreement shall be effective as of the date first above written ("Effective Date").

Signature by the parties to this Agreement signifies understanding of each party's rights and responsibilities.

CHESAPEAKE BAY FOUNDATION, INC.

COUNTY OF GLOUCESTER

By: Willy Agee

By: Carol E. Steele

Its:

Its: County Administrator

Date: _____

Date: _____

Approved as to Form:

Edwin N. Wilmot, County Attorney

Date: _____

Exhibit A: Property



Exhibit B: Site (Black Square)



Exhibit C:



Information from Chesapeake Bay Foundation:

[CBF's Virginia Shell Recycling program](#) includes 40+ participating restaurants, hundreds of community volunteers, and 15+ shell recycling bins. Our program encourages local restaurants to recycle their oyster shells following patrons' consumption. This prevents oyster shells from meeting their end in the landfill and supports our VA oyster restoration efforts in Chesapeake Bay Tributaries like the York and Lafayette Rivers. Oyster shells are a very valuable resource as they provide the most ideal form of substrate and habitat for baby oysters to grow. A mature oyster can filter up to 50 gallons of water per day and provide habitat for 300+ Bay species.

Hosting a shell bin is very low maintenance. Most of our shell bins are 6ftx6ft (seen below) or 8ftx8ft. However, shell bin size varies to best accommodate the location and our volunteers utilizing the bin. Our organization is responsible for shell bin installation, maintenance, and volunteer/restaurant coordination - although we will never say no to program support from those shell bin hosts who like to be more involved in the recycling process. Our busier shell bins are emptied monthly with the help of volunteers while others only need to be emptied annually. Just as reassurance, I have never seen a shell bin overflow! I am proud to say that we are very attentive to our bins and make a point to keep them easy on the eyes. We also include some messaging that speaks to the importance of oysters and oyster restoration on our bins (as seen below).

