

**Narrative:**

Many years ago Hurricane Frederic destroyed the 3 mile long bridge to Dauphin Island in Mobile Bay. I was contracted by FEMA to do the logistics for several things including placing emergency ferry service to the island. I chartered one, then a second ferry from Lake Champlain Transportation which is one of the oldest ferry companies in the United States. After 4 years the bridge was completed and we started to run one of the ferries across Mobile Bay connecting Fort Morgan with the island saving almost 120 miles driving around.

We have been several similar situations since that time while owning, chartering, selling and/or operating ferries in many locations since. The same is true of Lake Champlain Transportation that is current doing an emergency bridge outage at Ticonderoga.

The new vessel on this route or its sister-ship will become available in the spring of 2012. I had a new vessel planned to go across the Chesapeake Bay from Reedville, Virginia to Crisfield, Maryland. The new vessel which is over 300' is under design review and with the current economic malaise difficult to fund.

When I was informed a 216' vessel would become available for charter I thought it would be a worthwhile project to cross the Potomac River since the vessel wasn't designed for the 30 mile Chesapeake Bay demographics. This would also test the market and to find out if something that makes great sense to me is any longer politically and/or bureacratically possible.

In the past, I brought a smaller version ferry to go from the Northern Neck to around Piney Point. It was in Reedville for almost two years waiting finding acceptable landings. I sold the vessel to an operator in Maine. Vessels have to produce or the maintenance and insurance is too draining.

The same is true of this vessel we propose to go across the Potomac River. Without an approved landing on both sides-- the vessel will not be chartered-in. The cost of moving, chartering, dockage and insurance will be more than one million dollars per year. We are not asking for any assistance or aid.

**So to delay- is to deny.**

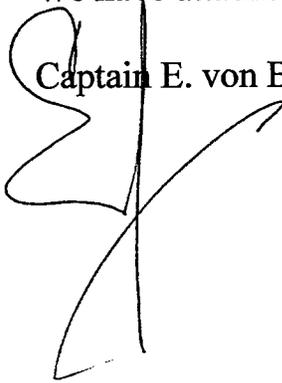
We propose to operate a private toll ferry from Lewisetta Marina, Virginia to Point Lookout Marina, Maryland which is about 150 miles by vehicle which can take 4 to 5 hours via 301 Bridge. This is a hard journey on any day and with road construction and detours-- a challenge. The ferry crossing is less the 8 miles and can be accomplished in one hour each way. For the startup of this route I have anticipated 5 round trips per day with the first departure leaving at 7 am from Lewisetta Marina arriving Point Lookout Marina at 8 am and departing 15 minutes later. The ferry will operate daily 7am to 7pm.

The base charge will be \$30 per vehicle and \$2 per passenger. Discounts will be offered for commuters or roundtrip tickets. The funds will be collected on the vessel and will be considered Interstate Commerce; therefore no sales tax from either side will apply or considered in the price. We will work with any transportation system that wants to provide transport to/from the ferry. Local transportation systems are open to receiving funding for the inter-modal linkage.

Aside from the tourists that will ride the vessel- the new route will offer access to the Solomon's Island, Pax River NAS, NASA, Lexington Park and the historical towns in the Northern Neck venue.

We have attached all the appropriate documents.

Captain E. von Bergen

A handwritten signature in black ink, appearing to be 'E. von Bergen', written over the printed name. The signature is stylized with a large initial 'E' and a long horizontal stroke.

Von Bergen, Ltd. - Maritime Consultancy  
 400 West Romana St. Pensacola, Florida 32502 USA (-6 GMT) 850.712.9243  
[evonbergen@cox.net](mailto:evonbergen@cox.net)

**The following would be the potential revenues from a cross Potomac River ferry operation-**

The vessel would be delivered fob to Point Lookout Marina from Lake Champlain Transportation. The vessel will have newly re-built engines with-12 months COI so operations could start in the Spring of 2012. The vessel is the double ended *Cumberland* which is the sister-ship to the newly built *Raymond C Pecor*. It has Cat 3508B each end rated at 850 hp with max. speed of 12 nautical miles per hour. The planned crossing would 8.5 miles.

The vessel can carry (7) 65' tractor trailers plus a mix of vehicles or 50 autos and 200 passengers. Historical averages indicate 2.6 passengers. The crossing saves 125 to 150 miles, but since it is a difficult path to the 301 route toll bridge that takes 5 hours. The Virginia (Northern Neck) side is on the Coan River at the Lewisetta Marina. The St. Mary's location is at the Point Lookout Marina.

The schedule is 5 round trips per day (10 one-way trips). The price would be based on \$30 per vehicle; \$2 per passenger, this yields \$35.20 per vehicle x 50 vehicles x 10 trip; this capacity yield revenues = \$17,600 per day x 360 days = \$6,336,000 per year.

**Costs of operation are-**

<i>Item</i>	<i>Per day</i>	<i>Per year</i>
1. Charter	\$2,770	\$1,000,000
2. Insurance	\$ 300	\$ 100,000
3. Fuel 400 gals/day	\$1,200	\$ 432,000
4. Crew	\$1,000	\$ 360,000
5. Shore guard	\$ 150	\$ 54,000
6. Dockage	\$ 350	\$ 120,000
	<b>\$5,770</b>	<b>\$2,077,200</b> div. \$6,336,000

**32% breakeven capacity**

**SCHEDULE – Departures**

LEWISSETTA MARINA	POINT LOOK MARINA
7:00 AM	8:15 AM
9:30 AM	10:15 PM
12 NOON	1:15 PM
2:30 PM	3:45 PM
5:00 PM	6:15 PM

## FARES-

*\*All passengers for U.S. Coast Guard count-*

<b>Passengers</b>	<b>\$3</b>
<b>Vehicle</b>	<b>\$30 -20'</b>
<b>Vehicle</b>	<b>\$36 + 20'</b>
<b>Motorcycle</b>	<b>\$25</b>
<b>Vehicle +25'</b>	<b>\$42</b>
<b>Vehicle +35'</b>	<b>\$50</b>
<b>Bus</b>	<b>\$60</b>
<b>Vehicle +45'</b>	<b>\$70</b>
<b>Vehicle +55'</b>	<b>\$100</b>

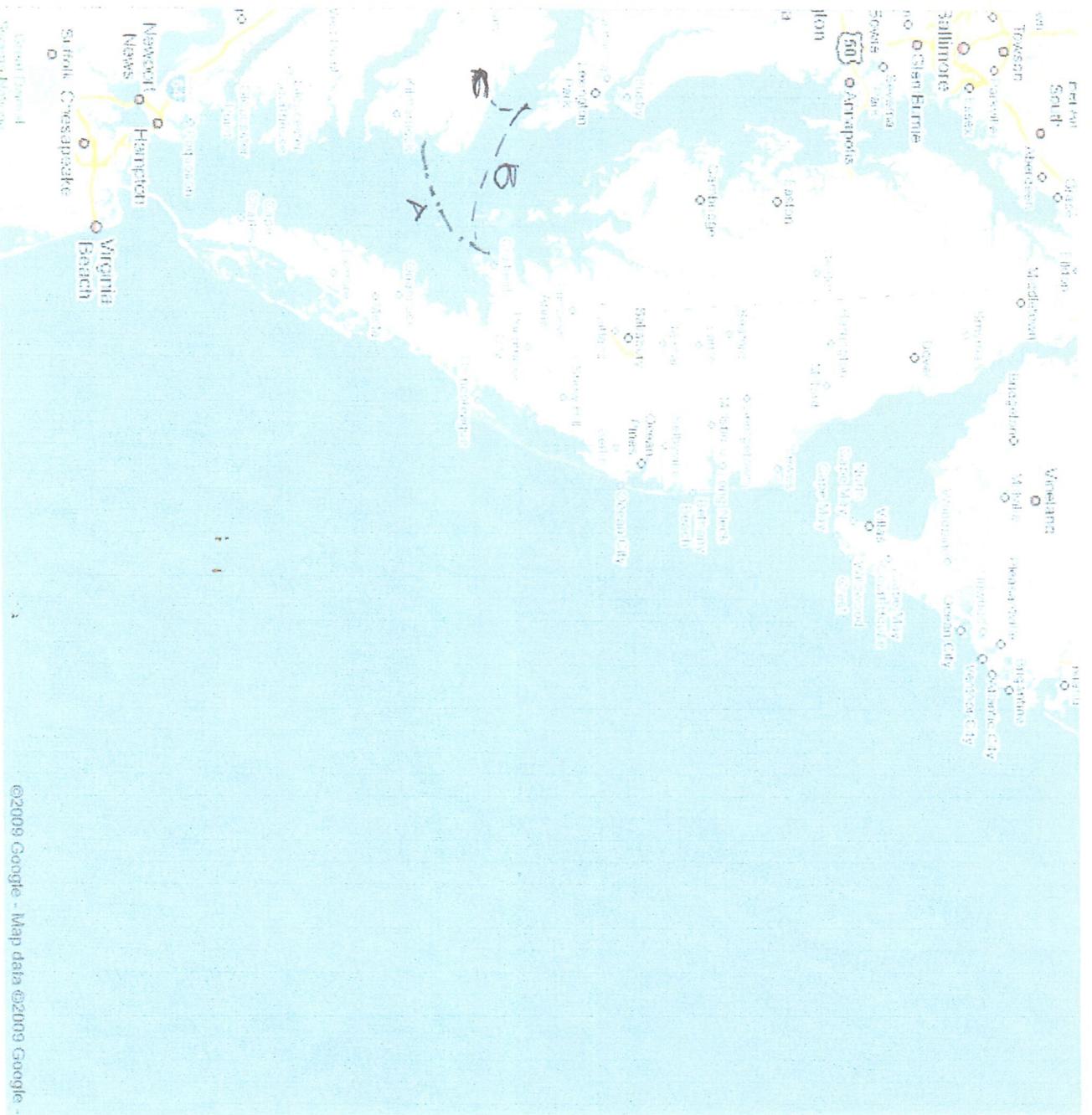
*\*\* 10% discount round-trip*

*\*\*\*20% discount for book of 20 trips*



Cumberland

Built in 2000 to Lake Champlain Transportation's specifications, by Eastern Shipbuilding Group in Panama City, Florida. The "Cumberland" is 216 feet in length and joined the "EWW" and "Vermont" on the Grand Isle-Cumberland Head crossing. Also built for the rugged winter weather and ice conditions on Lake Champlain, she is equipped with stainless steel propellers and powered by two 855 HP Caterpillar 3508B diesel engines. The "Cumberland" is our third "take apart ferryboat". With the bridge clearance along the Champlain Barge Canal at 13 feet, the "Cumberland" was built with flanges at the passenger lounge and pilothouse decks, which enabled us to un-bolt each deck, and using a crane, each deck was lowered to the main deck. Temporary steering and engine controls were installed from the relocated pilothouse, for the trip up the canal to Lake Champlain. Upon arrival in Burlington, Vermont the "Cumberland" was reassembled. In the past we would torch cut the passenger and pilothouse decks apart and re-weld them. This was a very time consuming job that required cleaning and painting of the burnt areas. With the growing truck and commuter traffic the longer "Cumberland" was a welcome addition to the crossing.



©2009 Google - Map data ©2009 Google

A  
CRISTFIELD, MD.  
IS REEDVILLE, VA

B

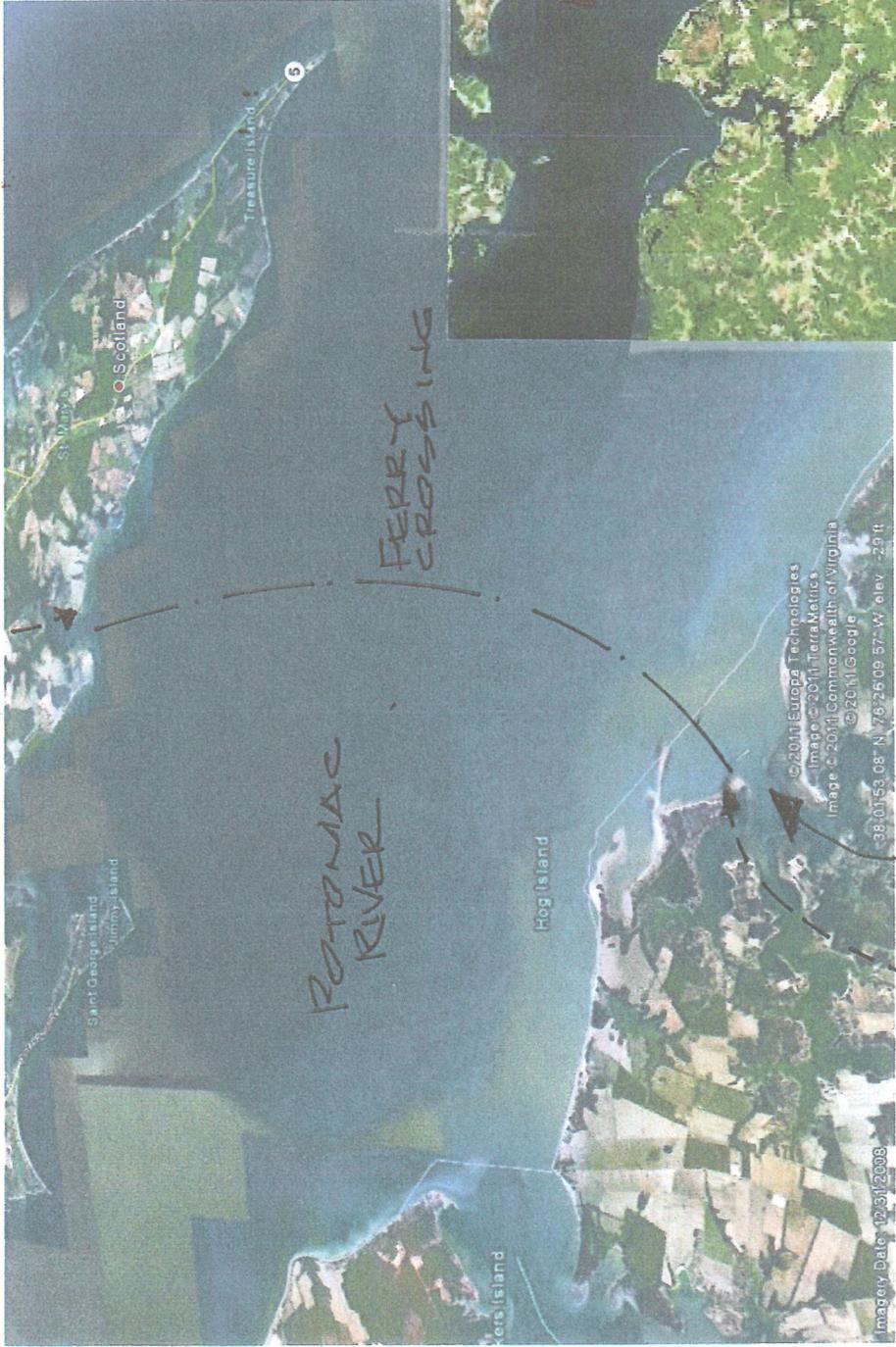
CRISTFIELD, MD  
TO LOOKOUT POINT

C

POTOMAC RIVER

ARIZ

RINT LOOKOUT MARINA



POTOMAC RIVER

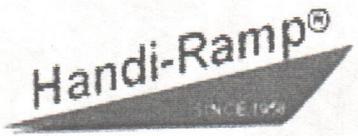


LEWISSETTA / MARINA

© 2011 Europa Technologies  
 Image © 2011 Terra Metrics  
 Image © 2011 Commonwealth of Virginia  
 © 2011 Google  
 38°01'53.08" N 76°25'09.57" W elev. -29 ft  
 Imagery Date: 12/31/2008

10 miles

\$15,000 - x (4)



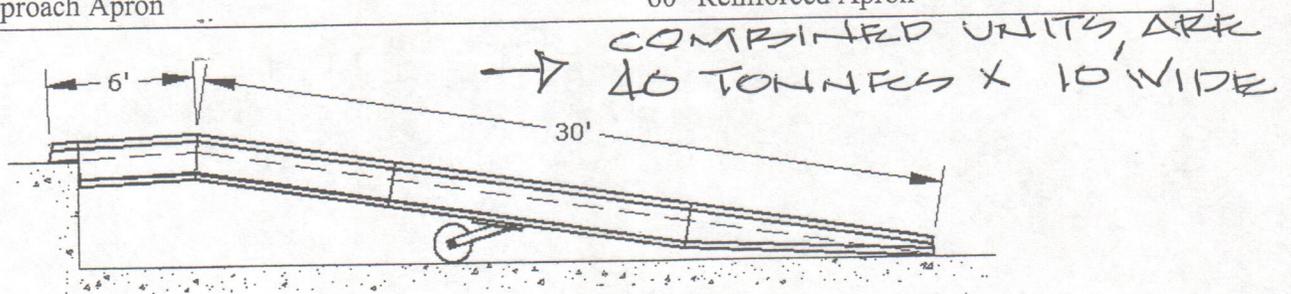
510 NORTH AVENUE  
LIBERTYVILLE, IL 60048

OFFICE (847) 680-7700  
FAX (847) 816-7689

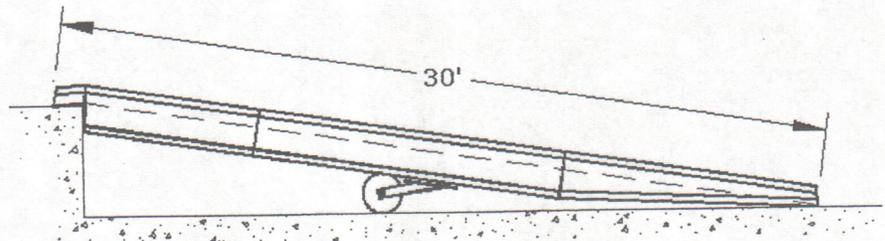
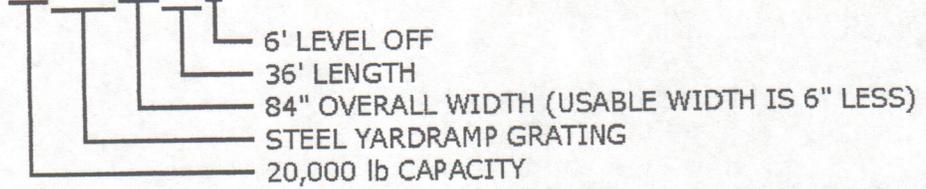
Contact: Christopher Diver, Ext. 358

**STEEL YARDRAMPS**  
**MODEL SYS**

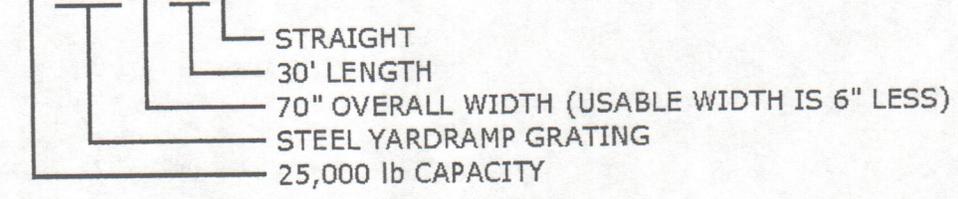
Ramp Type	30' Straight	36' L W/6' Level-Off
Wheel Diameter	18"	18"
Raised Lip Height	78"	69"
Lowered Lip Height	37"	35"
% of Grade at 50" Height	14%	14%
Curb Heights	8"	8"
Carrier End treadplate	30" reinforced apron with 15" lip	
Approach Apron	60" Reinforced Apron	



20SYS8436L



25SYS7030



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36' x 10' (40 TONNERS) 25,000 EACH x (2)  
\$50,000 TOTAL

Bare Boat Vessel Charter

This Charter Party for Cumberland # \_\_\_\_\_ between the Owner, Lake Champlain Transportation Company and Von Bergen Corporation the charterer.

**WITNESS TO:**

The owner agrees to let and Charterer agrees to hire the vessel from its location in Lake Champlain Transportation delivered to the *Point Lookout Marina* **FOB** the Potomac River. The *Cumberland* will have a new **COI** and **re-built Cat 3508B engines** *for period of minimum of 12 months or longer; if the traffic count warrants.*

**Terms as below:**

1. Charterer can inspect the vessel in Lake Champlain prior to charter and Lake Champlain *'as is- where-is.*
  - 1.1 *M/V Cumberland* is ready for subject to locale and sea trials by operating crew of LCT.
    - 1.1.2 Daily Charter Rate; bare \$2,777 when operating.
    - 1.1.3 Daily Charter Rate w/ purchase option to be negotiate.
      - 1.1.3.1 Standby Rate\_ \$1,000.
  2. The vessel will be available, after inspection at the shipyard and/ or marina, to the Charterer at Potomac River, Maryland or/otherwise at a mutually agreed upon location after determining its seaworthiness and agreeing to its being on her delivery tight, staunch, strong, and sufficiently tackled, appareled, furnished, and equipped, and *as existing condition upon charterers inspection* perceives the vessel to be. *Acceptance of the vessel/s constitutes full performance by the Owners.*

3. The charter commences no later than May 15, 2012 or as otherwise agreed in writing.
4. The vessel shall be employed in accordance with Safety Standards to similar vessels.
5. The Owner will pay for the cost of delivery and re-delivery if it does not work to acceptable standards. The charterer shall pay all port charges, dockage, or fenders required at their own dock or its endeavors.
6. The Charterer shall, at its own expense, keep the said vessel in good order and condition and in substantially the same condition as when received from Owner and the vessel her regularly overhauled and repaired when necessary.
7. The Charterer shall have the use of all outfit, equipment, and appliances now on board the vessel without extra charge, provided the same or their substantial equivalent shall be returned to the owner on re-delivery in the same good order and condition as when received, ordinary wear and tear.
8. A complete inventory of the vessel's entire equipment, outfit, appliances and of all stores shall be taken and mutually agreed upon at the time of delivery, and a similar inventory shall be taken and mutually agreed upon at the time of re-delivery if required.
9. Neither the Charterer nor the Master of the vessel shall have any right, power, or authority to create, incur, or permit to be imposed upon the vessel any liens whatsoever except for crew, wages and salvage. The Charterer agrees to carry a properly certified copy of this Charter Agreement with the ship's papers and on demand to exhibit the same to any person having business with the vessel which might give rise to any lien therein, other than liens for crews wages & salvage. The Charterer agrees to notify any person furnishing repairs, supplies, towage, or other necessities to the vessel that neither the Charterer nor the Master has any

right to create, incur, or permit to be imposed upon the vessel any liens whatsoever except for crew's wages and salvage. Such notice, as far as may be practical, shall be in writing. The Charterer further agrees to fasten to the vessel in a conspicuous place and to maintain during the life of this Charter, a notice reading as follows:

This vessel/s are the property of **LAKE CHAMPLAIN TRANSPORTATION** and are under terms of charter to **VON BERGEN, CORP**, by the terms of the Charter -neither the Charterer nor the Master has any right power, or authority to create, incur, or permit to be imposed upon the vessel any liens whatsoever except for crew's wages and salvages.

10. The Charterer shall, at its expense insure the Hull of the vessel for amount of \$ One million and the liability of the operation, but as a minimum \$ One million- of liability co-naming the owner. The Charterer and/or insurer shall not have any right of recovery or sub-rogation against the Owners on account of loss of or any damage to the vessel or her machinery or appurtenances covered by such insurance or on account of payments made to discharge claims against or liabilities of the vessel or Owner covered by such insurance. The Charterer shall furnish the Owner proper evidence of such insurance upon the commencement of the charter.
11. In the event that any act of negligence of the Charterer shall vitiate any of the insurance herein before provided, the Charterer shall pay to the Owner any losses and indemnify the Owner against all claims and demands which should otherwise have been covered by such insurance.
12. The Charterer shall, subject to the approval of the Owner, place into effect all insured repairs to the **Cumberland**. The Charterer shall undertake settlement of all miscellaneous expenses in connection with such repairs as all insured charges, expenses, and liabilities, to be secured

by its underwriters for such expenditures upon presentation of accounts. The insurance deductible will be the responsibility of the Charterer.

13. **The Charterer shall not make any structural changes to the vessel without first securing the approval of the Owner in writing.**
14. The Charterer and Owner shall indemnify and hold harmless each other against any liens of whatsoever nature upon said vessel and dockage against any claims against the Owner arising out of the operation of the **Cumberland** by the Charterer, or out of any act or neglect of the Charterer in relation to the **Cumberland**, except insofar as such liens or claims arise out of any matter covered by the insurance provided herein. If a lien should be filed against the vessel and/or dockage, or if the **Cumberland and/or dockage** are otherwise levied against or taken into custody by virtue of legal proceedings in any court because of any such lien or claim, the Charterer shall within fifteen (15) days thereof cause the said vessel to be released and the lien to be discharged.
15. If at any time after the delivery of the said vessel to the Charterer hereunder, if the Charterer shall fail to perform any of its duties or obligations, or shall violate any of the prohibitions imposed upon it under this Charter, or if the Charterer shall be dissolved or adjudged bankrupt, or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefits of creditors, or if a receiver or receivers shall be appointed for the Charterer, the Owner/Operator may continue to operate without prejudice to any other rights which it may have under this Charter.
16. All payments will be in U.S. dollars to be paid 30 days in advance or by the first of each month are to be wire transferred to \_\_\_\_\_ for documentation of clearance.

CHARTERER

OWNER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

WITNESS

WITNESS

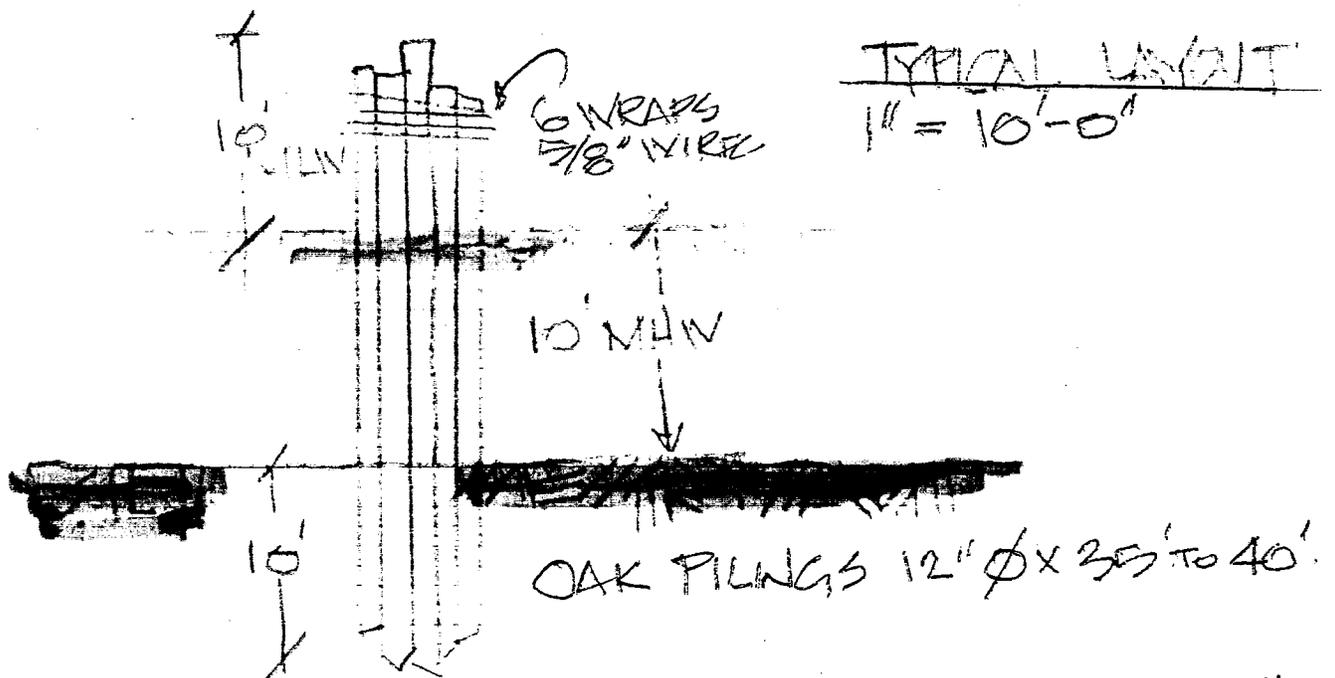
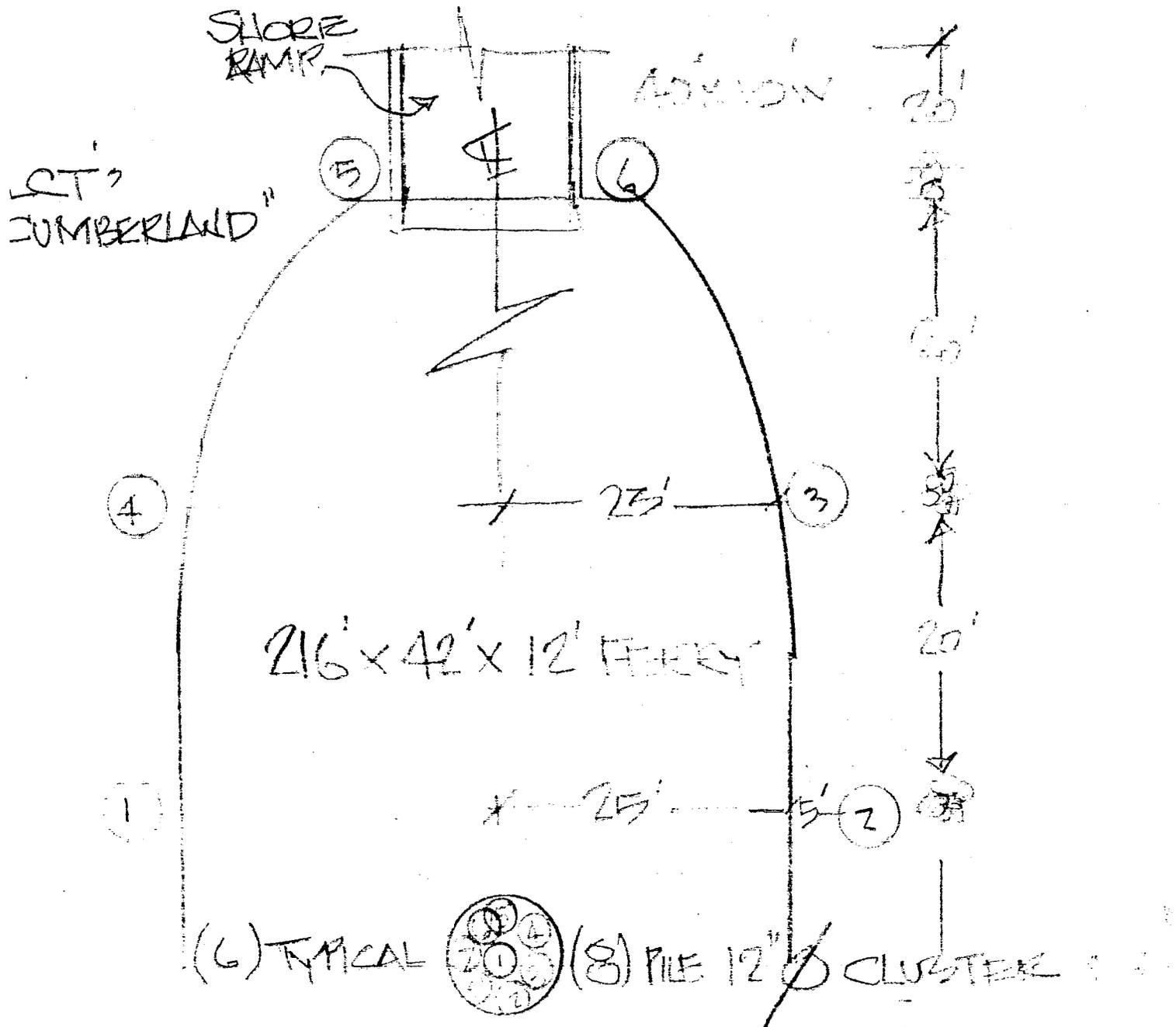
\_\_\_\_\_

\_\_\_\_\_

\*Covenants A- The ability to get all necessary permits and applications.

\*\*Covenant B- The ability to secure \$1 million performance and/or Letter of Credit/Bond.

\*\*\*Covenant C- The ability to develop traffic to cover the cash-flow revenue prescribed attached.



EJB OCT 2011

VON BERGEN, Ltd.

15 October 2011

[evonbergen@cox.net](mailto:evonbergen@cox.net)

400 W. Romana St.

Pensacola, Florida 32502

850.712-9243

[evonbergen@cox.net](mailto:evonbergen@cox.net)

## DRAFT FOR REVIEW

### Letter of Understanding-

Von Bergen, Ltd. (VBL) is exploring-operating, the double-ended ferry *CUMBERLAND*, that will be a bare-boat chartered from Lake Champlain Transportation (LCT) for (\$2,750/ day) Potomac River. The vessel will have a current COI good for a minimum of 12 months from March 15, 2012; not more than 8' draft with a 4' freeboard for ramp purposes.

To this end, we will need landings on either side of the river with the minimum amount of 8'.0" water up to the dock. The ramp, jetty repair and dolphins will be the responsibility of Von Bergen, Ltd. The marina will have make available adequate staging area for the vehicles within 300' of the landing with the vehicles parked at a 30% angle to the existing road, to allow for greater capacity. It is anticipated that there will be between 18 and 35 vehicles waiting for each departure. More during the tourist season.

Von Bergen, Ltd will pay directly to the marinas to hire a local laborer to direct the staging of the vehicles, clean areas such as docks, rest rooms. Von Bergen will pay the cleanup septic tank pumping, as required. Since you are aware of the startup nature *Field of Dreams* of this ferry crossing; I intend to pay each marina \$5,000 per month at 50% capacity of the vessel on an annualized basis.

If you are in accord or see an alternative structure please modify/e-mail so we can carry forward with the permitting.

Von Bergen, Ltd.

Edward von Bergen

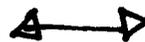
Point Lookout Marina

Mark & Helen Scerbo

16244 Miller's Wharf Road

Ridge, MD 20680

[pointlookoutmarina.com](http://pointlookoutmarina.com)



Lewisetta Marina

Joe & Cindy Salvo

369 Church Lane

Lottsburg, VA 22511

# Von Bergen, Ltd.



400 West Romana Street  
Pensacola, FL 32502  
850-712-9243  
Fax: 850-433-5366

-6 GMT/Email: evonbergen@cox.net

**MISSION STATEMENT:** The vessels will be used for housing key Unified Command personnel in locations near the disaster sites along the Gulf of Mexico. The vessels are fully-founded which includes all hotel and food service as a normal hotel/ cruise-ship. The vessel/s will be returned as it was delivered.

## BARE-BOAT CHARTER

This charter Party between Lake Champlain Transportation (LCT) and Von Bergen , Ltd (VBL) for the bare-boat charter of the vessel *Cumberland* for operation on the Potomac River and Chesapeake Bay area.

**WITNESS TO:** DRAFT for REVIEW

The charterer LCT agrees to deliver the vessel to Point Lookout Marina from Vermont in the Spring subject to VBL-

1. VBL getting all the dockage permits
2. VBL providing a bond or Letter of Credit to reflect a \$1,000,000 guarantee/year
3. Each following month \$83,333 be paid to LCT from revenues collected
- \* *It may take one tourist season to develop revenues to maintain revenues to breakeven*
4. LCT provide a COI with a minimum of 12 months duration from startup date
5. VBL obtain funding for the building of the necessary docks

### TERMS OF AGREEMENT:

1. Upon signing this agreement the guarantees and permits should be in -place prior to the movement of the vessel.

2. Upon inspection the vessel is mutually agreed to and sufficiently tight, strong and sufficiently tackled, appareled, furnished and equipped as the inspectors for the charterer call for, then the owners and representatives constitute this inspection in compliance with the intentions of its mission statement.

3. Please furnish a CD disk of the vessel and copy of the COI and document number so we can have prints submitted to the pile drivers, U.S. Coast Guard for review and future dry docking. The Naval Architects Gerry at JW Gilbert can e-mail those to [evonbergen@cox.net](mailto:evonbergen@cox.net) and /or [jace@tsquare.gccoxmail.com](mailto:jace@tsquare.gccoxmail.com)

4. A copy of your current insurance; perhaps we can ride the coat tails of your existing "*Bumbershoot*." To save money and continue your employees that do come down existing insurance policy. We would pay the costs when invoiced. Something to consider.

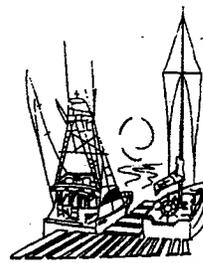
We will have to co-name the marinas for the landing in any event.

\_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_



**Steven P. Wall**  
Manager  
Southern Maryland Office

15045 Burnt Store Road  
P.O. Box 549  
Hughesville, Maryland 20637  
Phone: 301-274-9138 Cell: 301-643-6627 Fax: 301-274-1924  
E-mail: swall@choosemaryland.org

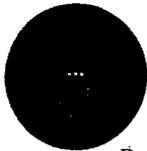


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*Spinnakers Restaurant*

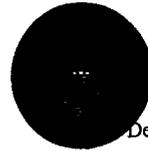
CINDY SALVO  
www.pointlookoutmarina.com

16244 Miller's Wharf Road  
Ridge, MD 20680  
Phone: 301-872-5000



**Hans Welch**  
Manager, Business Development  
St. Mary's County Government

Dept. of Economic & Community Development  
23115 Leonard Hall Drive / P.O. Box 653  
Leonardtown, MD 20650  
Tel: 301.475.4200 ext. 1407  
Fax: 301.475.4414  
hans.welch@stmarysmd.com  
www.stmarysmd.com



**Bob Schaller, Ph.D.**  
Director  
St. Mary's County Government

Dept. of Economic & Community Development  
23115 Leonard Hall Dr, P.O. Box 653  
Leonardtown, MD 20650  
Tel: 301.475.4200 ext. 1406  
Cell: 240.577.1697  
Fax: 301.475.4414  
bob.schaller@stmarysmd.com  
www.stmarysmd.com

MARK & HELEN SCERBO (804) 529-7299  
FAX: (804) 529-7800

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MHIC #87570 (301) 481-5316 Cell

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1  
CSD MARINE  
529-6450  
DAVID - CHUCK

**Cynthia L. Jones**  
Commissioner  
Board of County Commissioners  
for St. Mary's County



Chesapeake Bldg.  
41770 Baldrige Street  
Post Office Box 653  
Leonardtown, MD 20650-0653

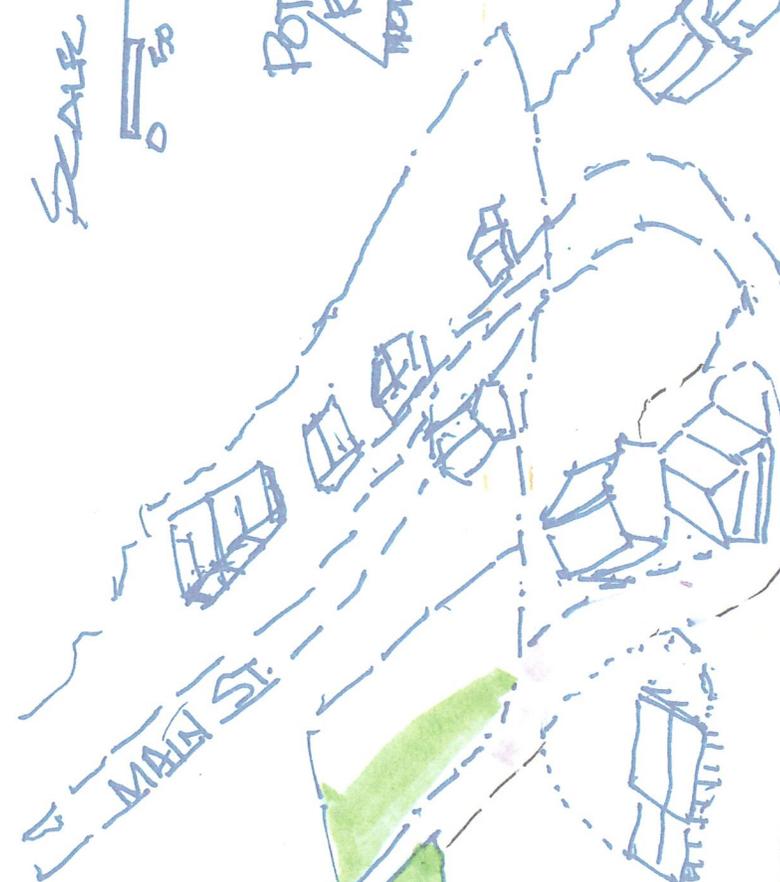
Office: (301) 475-4200 ext. 1352  
Cell: (301) 997-5031  
FAX: (301) 475-4935

Cindy.Jones@stmarysmd.com

SCALE 1" = 100' 0"



POTOMAC RIVER NORTH



CHURCH ST.

MAIN ST.

LAUNCH

SHED

CHESAPEAKE BAY

JETTIES

DOLPHINS (6)

FERRY

220' FUEL/NOVA DECK

NEW 100' N/S BREAKWATER

CHESAPEAKE BAY

CRAN RIVER

WENETA, VA

SCALE 1" = 10' 0"

**Ed von Bergen**

**From:** "Helen Scerbo" <lewisettamarina@yahoo.com>  
**To:** "edward von bergen" <evonbergen@cox.net>  
**Sent:** Saturday, October 08, 2011 10:41 AM  
**Attach:** Arial view of lewisetta marina.jpg  
**Subject:** lewisetta marina



LEWISSETTA MARINA,  
VIRGINIA

FERRY DECK

LENNIKSETTA MARINA



PBNT LOOKOUT MARINA, MARINA

STAGING AREA



FERRER LOCATION

335' FELL