



Virginia Field Office
6669 Short Lane
Gloucester, Virginia 23061

February 13, 2006

Re: Gaston Pond Restoration Project

Dear Bill,

Please find attached a Partners For Fish and Wildlife Agreement for signature by Dominion Virginia Power. This agreement between Dominion and the U.S. Fish and Wildlife Service must be established to validate the terms of the Nationwide Permit 27 issued by the Army Corps of Engineers for this project. This agreement also establishes the goals and intent of the project, estimated costs, expiration date, responsibilities and expectations of the involved parties, and a mechanism for voiding the agreement should either party decide to do so. Please return the agreement to me after signing. A final copy will be mailed to you upon the Project Leader's review and signature.

Keep me posted on your contractor response. I'll reinitiate contact with Waff Construction in Edenton to see if they are still interested. This project agreement has a July 1, 2006 completion date in it so let us know if it appears like an extension will be necessary.

It was good to see you again and share lunch together.

Sincerely,

Will Smith, Program Biologist

PARTNERS FOR FISH AND WILDLIFE**HABITAT RESTORATION AND WATER QUALITY IMPROVEMENT AGREEMENT**

This fish and wildlife habitat restoration agreement is entered into pursuant to authority contained in Section 1 of the Fish and Wildlife Coordination Act (16 U.S.C. 661) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-742j). This agreement allows the U.S. Fish and Wildlife Service (Service) and its partners to undertake fish and wildlife habitat restoration activities on lands owned by the cooperator, as depicted in Appendix A.

Cooperator: Dominion Virginia Power

Mailing Address: 5000 Dominion Blvd.
Glen Allen, VA 23060

Project Location Mecklenburg County, Commonwealth of Virginia

Habitat Restored: 114 Acres of emergent wetlands

Length of Agreement: 15 Years

Contract Begins: June 1, 2006

Contract Ends: June 1, 2021

In signing this agreement, the Cooperator joins as a participant in a fish and wildlife habitat restoration program and grants to the Service, or its designees, the authority to complete necessary habitat restoration, creation, or improvement activities or to personally carry out fish and wildlife habitat activities with financial or material support from the Service or the District, as described in Appendix B. The site plan drawings included in Appendix A indicate pre-restoration site conditions and work to be completed.

The estimated construction costs of the habitat project and the amount contributed by the Service and the District are identified in Appendix B. Any donation of supplies or equipment, or direct payment from the Service or its Partners to the Cooperator for carrying out these habitat activities, is also identified in Appendix B. If the Cooperator is being reimbursed for actions taken as part of this agreement, these actions will also be described in Appendix B.

The Cooperator grants the Service vehicular access to the site at reasonable times for conducting project-related activities, such as inspecting completed work, surveying wildlife populations, operation of structures, etc. The Cooperator retains all rights to control trespass and retains all responsibility for taxes, assessments, granting rights-of-way, control and eradication of noxious weeds, and other incidences of ownership.

The Cooperator assumes responsibility for overseeing all maintenance after the initial habitat work is completed, except for initial maintenance required because of inadequate construction by the Service.

Modifications to the original habitat site plan that the Cooperator may want to undertake shall require the written concurrence of the Service.

The agreement may be modified at any time by mutual consent. It may also be terminated in writing by either party with thirty (30) days receipt of the written notice. Any written notice to the Service shall be sent to the Assistant Regional Director - Ecological Services, U.S. Fish and Wildlife Service, 300 Westgate Center Drive, Hadley, Massachusetts 01035. If this agreement is terminated by the Cooperator, the Cooperator will reimburse the Service for their project construction costs, as identified in Appendix B.

The termination date of the agreement will determine when obligations between the parties shall end. For most freshwater wetlands restored under the terms of this agreement, this termination will initiate the 5-year grace period under which the Cooperator may convert the wetland to its pre-restoration drained condition, as allowed by Nationwide Permit No. 27, issued by the U.S. Corps of Engineers under section 404 of the Clean Water Act. Final determination about the applicability of Nationwide Permit No. 27 to any wetlands restored under this agreement lies with the Corps of Engineers. It is the responsibility of the Cooperator to contact the Corps of Engineers to receive that determination. The Cooperator is advised that State and/or local regulations may either prohibit or may require a permit to convert a restored wetland to its pre-restoration drained condition.

At the end of the agreement period, any structures or habitat developments to the land will become the property of the Cooperator. There shall be no obligation to any of the parties after the agreement has expired. Specifically, the Service will be under no obligation to restore the land to its original condition.

Restoration of wetlands under this agreement cannot be credited as mitigation required for the receipt of Federal, State, or local wetlands permits.

The Cooperator guarantees ownership of the above-described land and warrants that there are no outstanding rights which interfere with the rights of the Service or its Partners under this agreement.

In the event the Cooperator transfers any of the lands designated and described in the attached site plan map, he/she shall take such steps as are necessary to inform the purchaser of the existence of this agreement. Additionally, any deed, lease, or other instrument of transfer will be made subject to this agreement so that the new landowner shall become the Cooperator. The Cooperator will notify the Service of any changes in ownership.

The Service is prohibited by law from making obligations that exceed available funds, and therefore the Service can only do that work which is funded. In the event funds are not available to do the habitat restoration work within the period of time or in the manner described on the attached site plan, the Service will notify the Cooperator of that fact.

Signature by the parties to this agreement signifies understanding of each parties rights and responsibilities.

Harry L Miller
 Dominion Virginia Power Corporation

4/24/2006
 DATE

 COOPERATOR / ORGANIZATION

 DATE

Willard Smith USEWS
 FIELD REPRESENTATIVE / ORGANIZATION

2/13/06
 DATE

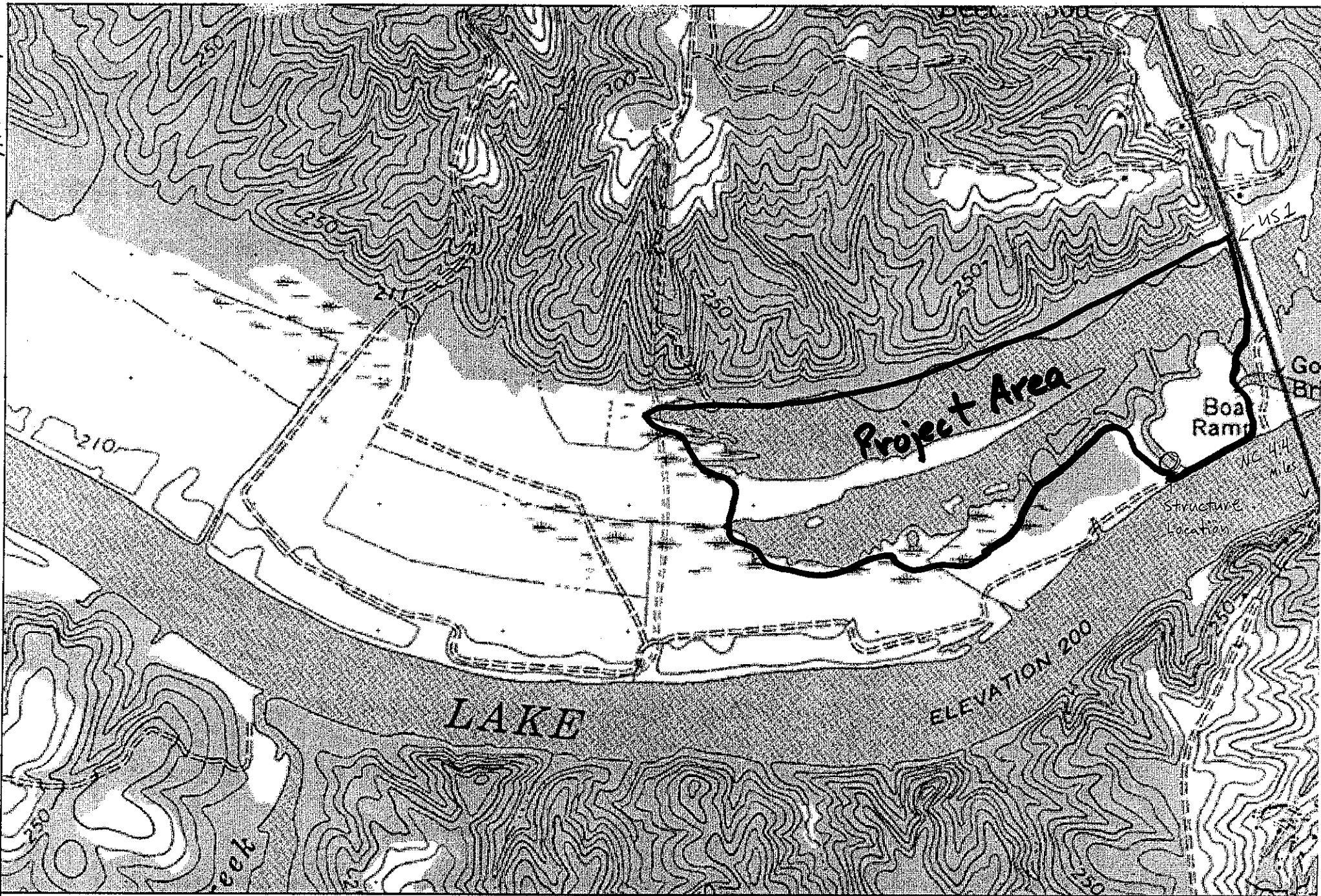
 PROJECT LEADER
 U.S. FISH AND WILDLIFE SERVICE

 DATE

APPENDIX A

RESTORATION PLAN,
TOPO MAP,
SITE PLAN DRAWINGS

APPENDIX I

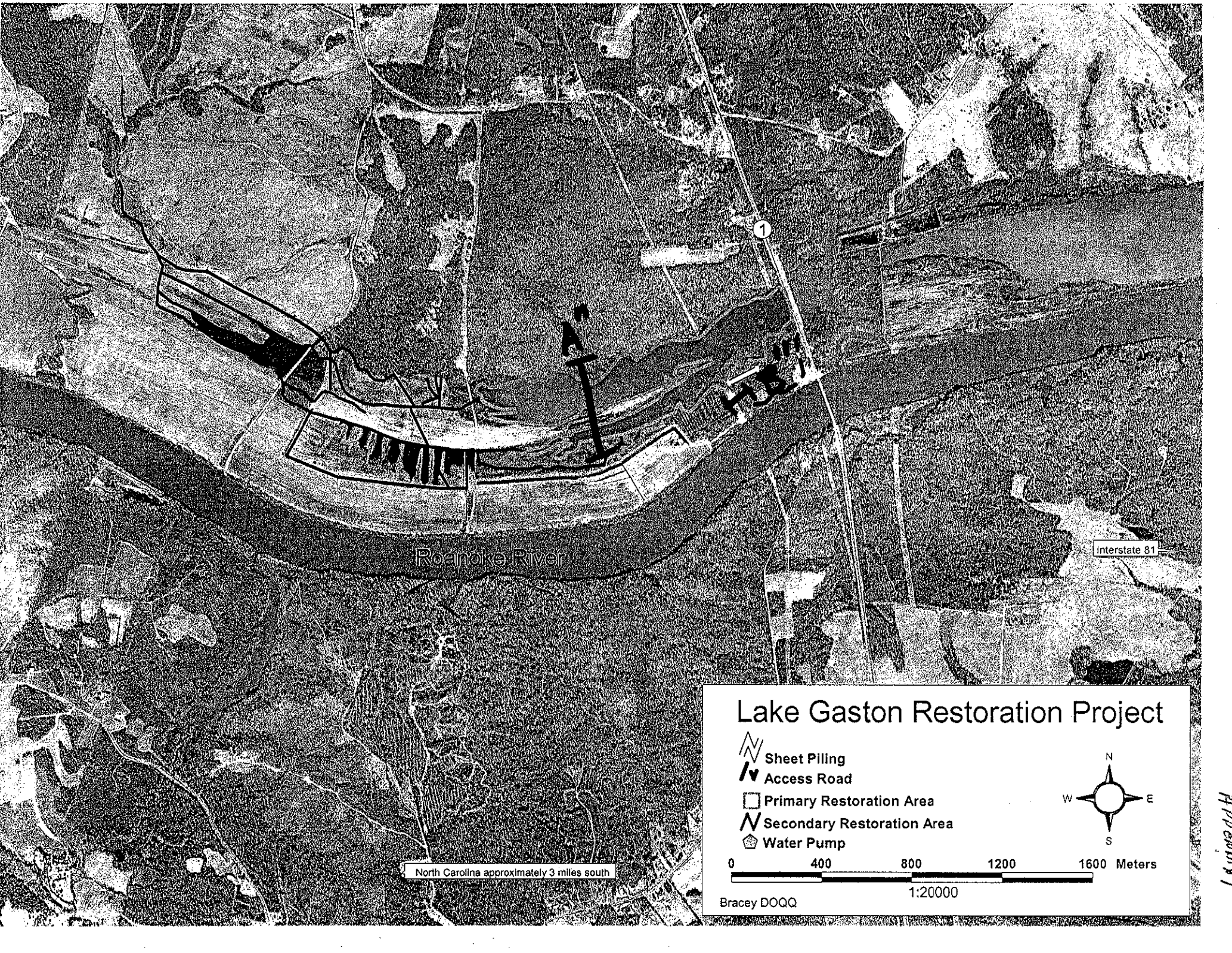


<Default> - 1 Markers, Length = 0 feet

STRUCTURE LOCATION - 036° 36' 21.3" N, 078° 12' 46.1" W

Name: BRACEY
 Date: 4/26/105
 Scale: 1 inch equals 1000 feet

Location: 036° 36' 22.3" N 078° 13' 35.5" W
 Caption: Lake Gaston Restoration
 Mecklenburg Co. Virginia
 US 1 at the Roanoke River








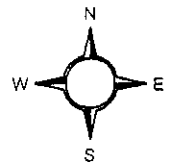
Roanoke River

1

Interstate 81

Lake Gaston Restoration Project

-  Sheet Piling
-  Access Road
-  Primary Restoration Area
-  Secondary Restoration Area
-  Water Pump



0 400 800 1200 1600 Meters

1:20000

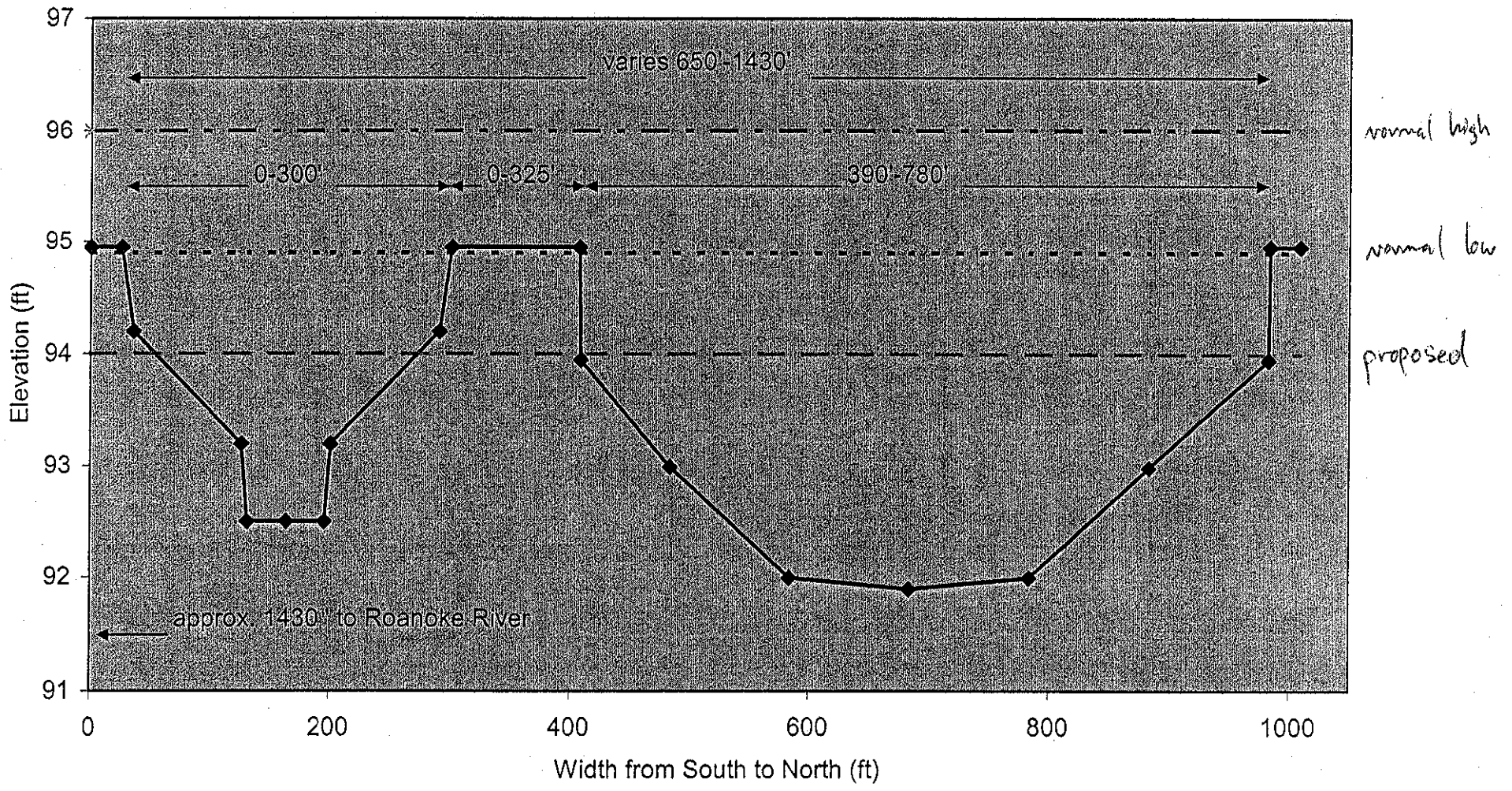
Bracey DOQQ

North Carolina approximately 3 miles south

APPENDIX 1

Gaston Pond Typical Cross-Section

"A"

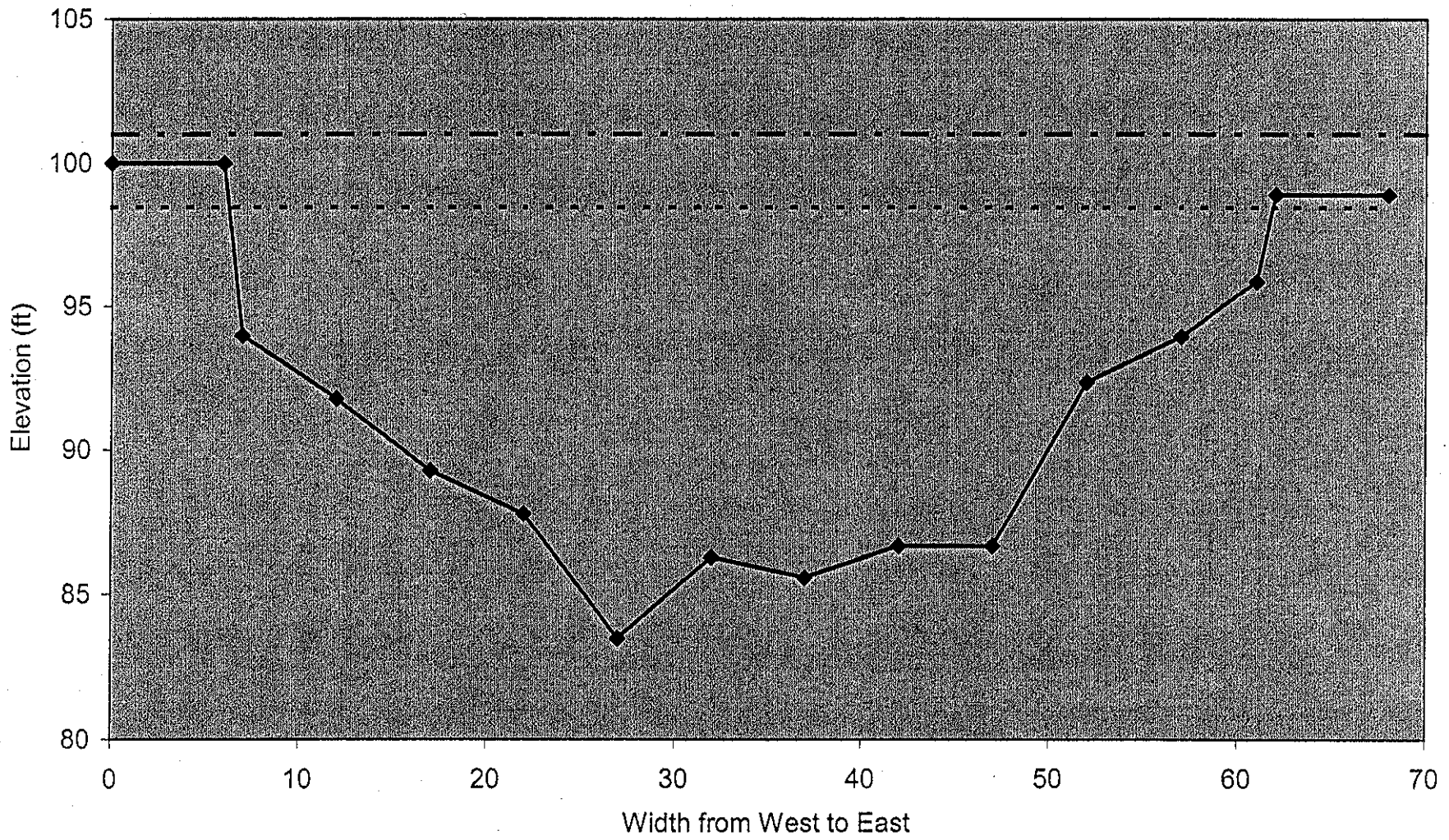


Pond Bottom
 Normal Pool
 Seasonal High Water
 Proposed Normal Pool

APPENDIX 1

Gaston Pond Entrance Canal Typical Cross-Section

"B"



—◆— Canal Bottom - - - Normal Pool - · - Seasonal High Water

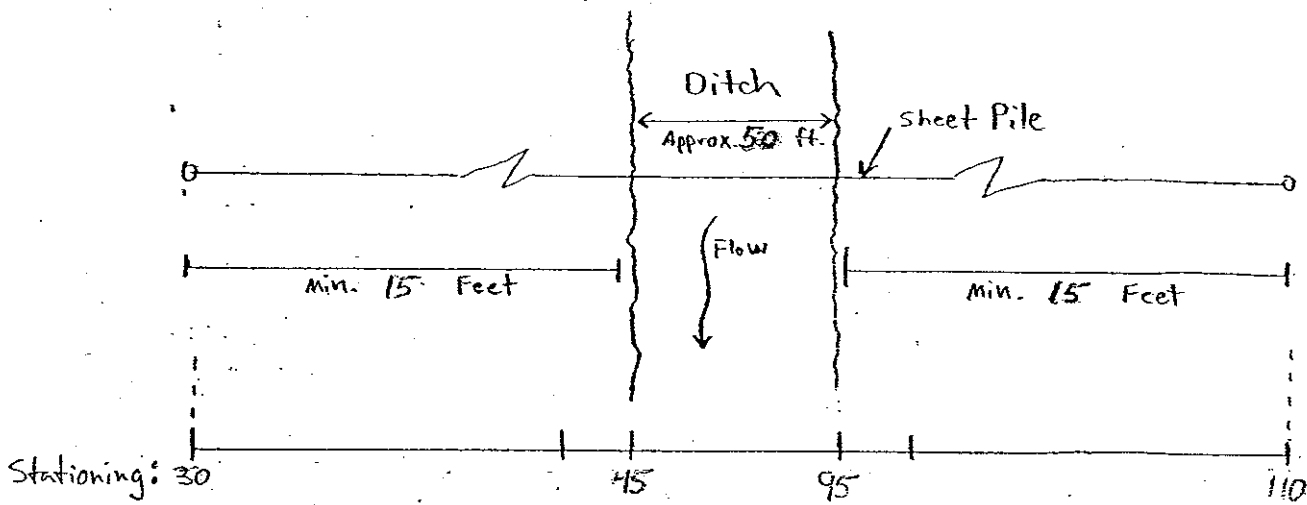
APPENDIX I

Gaston Pond Restoration
Mecklenburg County, Virginia

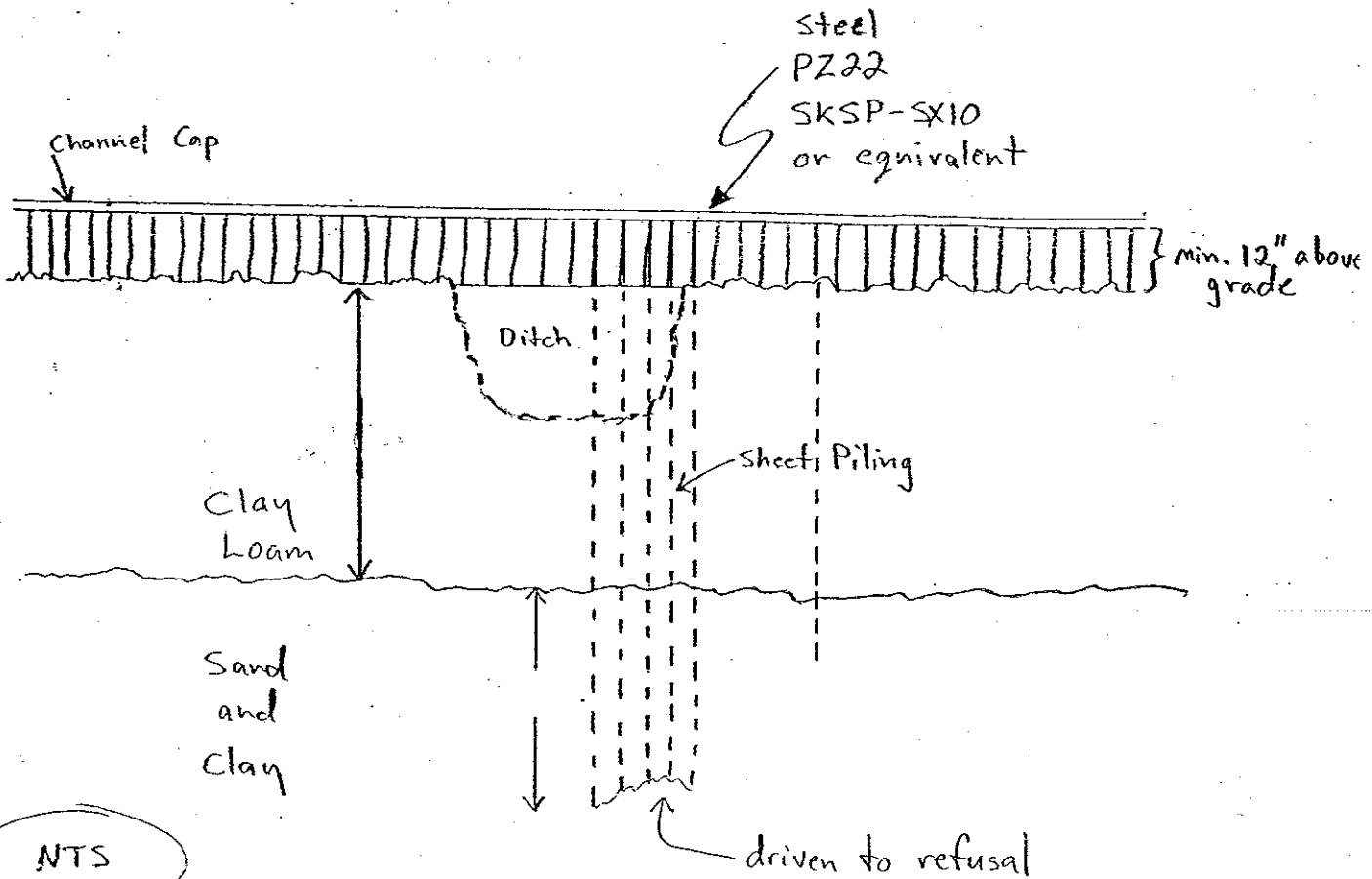
Diversion Structure Specifications

Cross Section "B" typical section

Galvanized Steel material between stations 30-110.



NTS



NTS

APPENDIX B

COST ESTIMATES,
PARTNER CONTRIBUTIONS,
SPECIAL PROVISIONS

**Partners for Wildlife -
Cost Estimate, Partner Contributions, and Special Provisions**

Landowner: Dominion Virginia Power

Location: Mecklenburg County, Virginia

Project Description:

Restore 114 acres of open water to emergent wetlands. Project involves the installation of a current deflector/sheetpile weir to divert backwaters behind Lake Gaston dam from entering the project site. Impoundment will be pumped down seasonally by Dominion staff or their designees to promote the establishment of emergent wetland vegetation and allowed to re-flood during the fall and winter. Total project size is estimated at 114 acres.

Cost Estimate:

Mobilization:	3000.00
Sheetpile installation:	128,000.00
Clearing and grubbing:	5000.00
Gravel:	6500.00
Fencing/gate:	3000.00
Pump pad construction:	4500.00

TOTAL ESTIMATED PROJECT COST: **\$150,000.00**

PARTNERS COST (NAWCA): **\$37,000.00**

DOMINION VIRGINIA POWER COST: **\$100,000.00**

Partner Contributions:

- This project is designed and constructed with assistance from Ducks Unlimited and Dominion Virginia Power. The U.S. Fish and Wildlife Service (Service) will provide technical assistance for project design, permitting, and NEPA compliance. The Service will assist Ducks Unlimited and Dominion Virginia Power with construction supervision and ensuring design specifications are met.
- The Service will contribute \$37,000 to Dominion Virginia Power through a North American Waterfowl Conservation Act (NAWCA) grant for construction costs associated with the restoration project. Service contributions may not exceed contributions from the NAWCA grant.

Landowner Contributions:

- Dominion Virginia Power will provide the remainder of the actual project costs, not to exceed \$100,000.00, or contributions from additional funding partners. Funding shortfalls may be reconciled through additional Partner contributions other than Service contributions, or through design and approach changes. For instance, the use of on-site fill may be utilized in lieu of sheetpile.

- Project must be completed by July 1, 2006 unless an extension is requested in advance.
- Landowner is responsible for payment of goods and services from the contractor.

Special Provisions:

- Landowner is responsible for maintaining all structures in working condition, controlling nuisance species growth, and following written management recommendations.
- Project area shall be maintained in native vegetation for the length of the agreement.
- Project is subject to review, approval, and compliance with all local, state, and federal laws before funds may be allocated.
- Landowner will maintain wetland project areas as seasonally impounded. Waters shall be impounded during the dormant vegetation growing season occurring approximately from [October - March]. Waters shall be released or pumped down and remain less than 8-12 inches deep over the majority of the project site during the remaining months of the active growing season.
- This project is being constructed under Nationwide Permit 27 as authorized by the Army Corps of Engineers permitted with agreement through the Service.

APPENDIX 1

GASTON
WETLANDS



FAX MESSAGE

U.S. Fish and Wildlife Service
Virginia Field Office
6669 Short Lane
Gloucester, Virginia 23061

February 28, 2005

Mr. Ed Graham
Norfolk District, US Army Corps Of Engineers
Southside Virginia Field Office
PO Box 121
288 W. Courthouse Rd.
Nottoway, Virginia 23955

RE: Nationwide Permit 27 Determination
for Gaston Pond Restoration, U.S.
Route 1 in Mecklenburg County,
Virginia

Dear Mr. Graham:

This letter contains the additional information you requested during our phone conversation on or about January 3, 2005. During that conversation you requested a narrative of the project containing specifics with regards to delineation of wetland acres, primary and secondary impacts, number of wetland acres impacted and enhanced or created, and how the project specifically meets the language and criteria of Nationwide 27.

JURISDICTION DETERMINATION

My delineation determined a total of 114.8 acres of wetlands exist within the project boundaries (Table 1). No stream channel involvement in this project was detected.

Table 1. Number of wetlands delineated at Gaston Pond, Mecklenburg County, Virginia with National Wetland Inventory classification.

Classification	Type	Acres
L2UB	Lacustrine, Littoral, Unconsolidated Bottom (open water)	88.6
PFO1	Palustrine, Forested, Broad-leaved Deciduous	16.2
PEM1	Palustrine, Emergent, Persistent	3.0
	Unclassified Wetland	7.0
UPL	Upland	20.4

SOILS

The Soil Survey of Mecklenburg County, Virginia (issued 1956) lists five soil types occurring at the project (Table 2). Chewacla and Wehadkee are listed as hydric by the National Technical Committee for Hydric Soils. Approximately 75% of the project consist of these hydric soil types.

Table 2. Soil types at Gaston Pond, Mecklenburg County, Virginia.

RA	Sandy alluvial land	non-hydric
CU	Congaree fine sandy loam	non-hydric
CV	Congaree silt loam	non-hydric
CT	Chewacla silt loam	hydric
WA	Wehadkee silty clay loam	hydric

Soil profiles bored the week of February 14th found soils between the Roanoke River and Gaston pond are non-hydric silt-clay loam. These tests indicate low permeability exists in soils between the river and pond.

PROJECT JUSTIFICATION

Field reconnaissance indicates over 110 acres of wetlands have been impacted detrimentally by Gaston Reservoir. Continual inundation has created open water where forested wetlands previously existed. The absence of drawdowns or drought periods prevents remnant forest stands from regenerating in existing shallows, crucial in the long term maintenance of forested wetlands. In addition, an adjacent landowner has expressed interest in restoring 83 acres of prior converted cropland under funding provided by this project. This additional net gain in wetland acreage is providing greater urgency and priority in the implementation of this project.

PRIMARY PROJECT IMPACTS

Our proposal to return annual cycles of drought to Gaston Pond is calculated to require filling 2.2 square feet of L2UB wetlands for the current deflector. Primary impacts other than fill include: drying effects that may affect sensitive plant species; temporary loss of fish, invertebrate, and amphibian habitat; and short-term loss of wading bird habitat. These impacts will be offset by the positive effects of improved habitat and water quality.

Drawdowns will cause drying of soils in areas currently under frequent and/or sustained year round inundation. Plant species adapted to this flooding regime may experience increased competition from upland or other plants colonizing zones exposed under the new flooding regime. However, we do not propose to expose these soils to the extent we convert them to

upland. Any competitive advantage to upland plants will be short lived upon the return of flooding either by precipitation or the river overtopping the current deflector at the end of the drawdown period in October.

Temporary reduction in water depth and extent of flooding will reduce available habitat for fish, invertebrate, amphibians and wading birds. The project will offset this by increased habitat for shoreline birds utilizing the exposed mudflats and increased quality of habitat available to these temporarily displaced organisms upon return of inundation. The increase in emergent vegetation cover is anticipated to provide a greater density of invertebrate and amphibian mass available to upper trophic levels such as fish and wading birds. Additional wetland acreage currently under agricultural cultivation adjacent to the project will be restored and made available for use by wading birds and other wetland dependent species offsetting any short term negative effects of the drawdowns.

Improvements in water quality will be realized by reduced nutrient input and treatment of agricultural runoff from adjacent fields by wetlands. Increasing the extent and functional value of wetlands onsite is expected to provide enhanced denitrification and phosphorous uptake by these wetlands before runoff enters the river. In addition, we expect the additional emergent vegetation to reduce sediment to the river by retarding runoff leaving the fields.

SECONDARY IMPACTS

Secondary impacts of the project may be increased opportunities for waterfowl hunting and are not considered significant.

ACRES ENHANCED AND RESTORED

The Gaston Pond project will involve the construction of a sheet pile current deflector across a fifty-seven foot wide channel and a combination of low berms, ditch plugs and water control structures on adjacent lands. The project will enhance approximately 115 acres of existing wetlands by lowering water depths from between 3-4 feet to 1-2 feet during the months of June, July, August, September, and October and restore another 80 acres adjacent to the project. We expect this to result in increased forest and emergent vegetative cover in these wetlands.

NATIONWIDE PERMIT 27 QUALIFICATION STATEMENT

Nationwide Permit 27 (NW 27) governs restoration activities in wetlands and streams of the United States. The permit specifies what types of activities may and may not occur, which types of wetlands may be involved, under what conditions, and includes twelve general conditions that must be followed for any NWP to be valid. It also specifies that compensatory mitigation is not required provided the work, "results in a net increase in aquatic resource functions and values in the project area". The restoration of Gaston Pond meets all the criteria set forth in NW 27.

Foremost the project meets the criteria of what types of activities can occur under NW 27. These activities listed are, "the installation...of small water control structures, dikes, and berms", "the installation of current deflectors", and "activities needed to reestablish vegetation". The permit "does not authorize the conversion of streams" or the "conversion of natural wetlands to another aquatic use". We do not propose to convert natural wetlands or streams to another aquatic use.

APPENDIX 1

Wetlands involved in the Gaston Pond project are listed as qualifying under NW 27. These include the "restoration of former waters...degraded non-tidal wetlands...and non-tidal open water areas". Though some may interpret a few of these wetlands as not degraded, we consider the effect of the proposed project on these wetlands negligible and within the intent of NW 27. Specifically where, "this NWP authorizes the relocation of non-tidal waters...provided there are net gains in aquatic resource functions and values". Although we are not proposing the relocation of these wetlands we understand there will be some temporary drying that may require justification.

Further conditions under which NW 27 applies in this case are found under section a(1) of the permit where the activity is on, "private lands, in accordance with the terms and conditions of a binding agreement between the landowner and the U.S. Fish and Wildlife Service". Our standard restoration agreement will be signed by Dominion Virginia Power, the landowner, and the U.S. Fish and Wildlife Service for a period of 25 years. In addition, our determination is that this project will be in compliance with the twelve general conditions listed under NW 27. We will be happy to address any specific concerns you may have in this area upon request.

Although NW 27 does not specify the District Engineer be notified under our proposed activities we are proposing we request your concurrence that project qualifies under Nationwide Permit 27 since it does involve existing wetlands impacted by the construction and operation of Kerr and Gaston Reservoirs. Should you have any questions please contact me at 804-693-6694 extension 124.

Sincerely,



Will Smith
Fish and Wildlife Biologist

cc:
Dominion Virginia Power, Richmond, VA
(ATTN: Bill Bolin)
VDEQ, Lynchburg, VA
(ATTN: Robert Goode)

NEPA COMPLIANCE CHECKLIST

State: Virginia Federal Financial Assistance Grant/Agreement/Amendment Number:

Grant/Project Name: Gaston Pond Restoration

This proposal is; is not completely covered by categorical exclusion No(s). 1.4B3, 516 DM 6 Appendix 1.
(check (✓) one) (Review proposed activities. An appropriate categorical exclusion must be identified before completing the remainder of the Checklist. If a categorical exclusion cannot be identified, or the proposal cannot meet the qualifying criteria in the categorical exclusion, an EA must be prepared.)

Exceptions:

Will This Proposal (check (✓) yes or no for each item below):

- | Yes | No | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. Have significant adverse effects on public health or safety. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. Have adverse effects on such unique geographic characteristics as historic or cultural resources, park, recreation or refuge lands, wilderness areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, or ecologically significant or critical areas, including those listed on the Department's National Register of Natural Landmarks. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. Have highly controversial environmental effects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6. Be directly related to other actions with individually insignificant, but cumulatively significant environmental effects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 7. Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 8. Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 9. Have material adverse effects on resources requiring compliance with Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 10. Threaten to violate a Federal, State, local or tribal law or requirement imposed for the protection of the environment. |

(If any of the above exceptions receive a "Yes" check (✓), an EA must be prepared.)

Concurrences/Approvals:

Project Leader: _____ Date: _____

State Authority Concurrence: _____ Date: _____
(with financial assistance signature authority, if applicable)

Within the spirit and intent of the Council of Environmental Quality's regulations for implementing the National Environmental Policy Act (NEPA) and other statutes, orders, and policies that protect fish and wildlife resources, I have established the following administrative record and have determined that the grant/agreement/amendment:

- is a categorical exclusion as provided by 516 DM 6, Appendix 1. No further NEPA documentation will therefore be made.
- is not completely covered by the categorical exclusion as provided by 516 DM 6, Appendix 1. An EA must be prepared.
- includes other attached information supporting the Checklist.

Service signature approval:

RO or WO Environmental Coordinator: _____ Date: _____

Staff Specialist, Division of Federal Aid: _____ Date: _____
(or authorized Service representative with financial assistance signature authority)