MEMORANDUM

TO: MPCBPAA
FROM: Harrison P. Bresee III, PAA Staff
DATE: April 8, 2013
RE: April 12, 2013 MPCBPAA Meeting

This announcement serves as notice to call a meeting of the Public Access Authority on Friday, April 12, 2013 at or about 11:00 a.m. The meeting will be held in the MPPDC Regional Board Room in Saluda. Lunch will be provided.

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

AGENDA

1. Call to Order
2. Approval of Minutes
   a. December 2012 Regular Meeting Minutes
   b. January 2013 Emergency Meeting Minutes
   c. March 2013 Special Meeting Minutes
3. Financial Report
4. Public Comment
5. Virginia Interactive Presentation
6. Formal separation of PAA and PDC Financial Affairs
7. PAA Draft Budget
8. Lands End Discussion:
   a. Coastal Program- Management Plan Framework
   b. Crew Team progress
   c. Flood and Property Insurance Update
9. Perrin Wharf- Slips
10. Aberdeen Creek Management Plan
11. Two New Mathews County Donation Sites
12. Hall Donation Site
13. Forestry Updates
   a. Haworth Property
   b. Browne Property
   c. Clay Property
   d. Lands End Property
14. Other Business
15. Chairman Observations
16. Next Meeting: June 14th, 2013
17. Adjourn
1. Welcome and Introductions
The Middle Peninsula Chesapeake Bay Public Access Authority held its meeting in the Middle Peninsula Planning District Commission’s Regional Board Room in Saluda, Virginia at 11:00pm on December 14, 2012.

Attending: Mr. Carlton Revere, Middlesex County, Mr. Trent Funkhouser, King William County, Ms. Margaret H. “Prue” Davis, Essex County, Administrator, Mr. John Edwards, Town of West Point, Ms. Melinda Moran, Mathews County, Ms. Louise Theberge, Gloucester County, Mr. John Bailey, Town of Urbanna, Mr. John Gill, Town of Urbanna, Ms. Doris Morris, King and Queen County, and MPPDC Staff Mr. Lewis Lawrence and Mr. Harrison P. Bresee III.

2. Approval of October 2012 Minutes
Chairman Louise Theberge requested a motion to approve the October 2012 meeting minutes. Mr. Carlton Revere moved that the minutes be approved. Mr. Edwards seconded the motion. Chairman Louise Theberge asked for any discussion. Motion carried by unanimous vote.

Mr. Lawrence reviewed the December 2012 financial report. Chairman Louise Theberge requested a motion to approve the December 2012 financial report subject to audit. Mr. Carlton Revere moved that the financial report be approved. Ms. Morris seconded the motion. Chairman Louise Theberge asked for any discussion. Motion carried by unanimous vote.

4. Public Comment
None.

5. Working Waterfronts: Aquaculture and King and Queen
Mr. Lewis spoke about an aquaculture business in King and Queen County that has been attempting for a year to acquire permits for a floating commercial structure. The issues involved are complex and highlight the need for land use tools and definitions; the need for new ordinances covering county zoning in/over their contiguous waters; and how King and Queen County may end up setting a standard by default (when the permitting issues are resolved for the above mentioned business).

6. Consideration of Perrin Report
Mr. Lewis presented the Perrin River Report and highlighted a Gloucester-Mathews Gazette-Journal editorial from December 5, 2012 titled “Helping Watermen”. The article positively talks about the Perrin River Commercial Seafood Harbor Master Plan (“the Report”). Chairman Louise Theberge requested a motion to accept the report and recommended it be forwarded to communities and planning commissions and be presented (per request) to Boards of Supervisors. Mr. Carlton moved that the report be accepted. Ms. Morris seconded the motion. Chairman Louise Theberge asked for any discussion. Motion carried by unanimous vote.

7. Possible Land Donation (Naxeria)
Mr. Lewis advised the Authority of a possible land donation in the Naxeria region of Gloucester County. The Authority agreed that this donation should be pursued and requested that Mr. Lewis give the Authority an update in January, 2013.

8. Mathews Heritage Park – Legal ROW Discussion
Mr. Lewis advised the Authority on the findings of the “Title research on access to Hall parcel”. The search revealed that the Authority has two potential claims for access: a prescriptive easement and an easement by necessity. The report further states that “only a court could give you (the Authority) an opinion as to whether the Hall parcel has a prescriptive easement or an easement by necessity”. No action taken.

9. Update on Habitat Management Plans/Timber Management
   a. Haworth update. The timber management company, Clearwater Forestry, has set a date of January 30, 2013 for bids on the thinning. The winning bid will be available for review at the February PAA meeting.
   b. Clay Tract – thinning. Clearwater Forestry is pursuing obtaining bids on the thinning of the Clay Tract pursuant to the motion from the October meeting.
   c. Browne Tract. Ms. Davis has attempted to contact neighbors to receive permission for a right of way to the timber. She has had limited success.

10. VDOT Road Endings
Mr. Lewis gave an update on the following road endings:
   a. Perrin Wharf – VDOT has the transfer ownership to the PAA on their January agenda.
   b. Stampers Bay Rd – research in progress. The PAA is attempting to clarify ownership and assess if VDOT can abandon a prescriptive ROW or not.
   c. RT 628 King William – The PAA is attempting to clarify the “Old Bridge” ROW and ownership.

11. Policy for Youth Day Hunting
Mr. Bresee presented and opened for discussion the Youth Day Hunting Policy. The Authority recommended amending the Policy to a “Youth Hunting Policy” with some changes. Chairman Louise Theberge requested a motion to accept the Youth Day Hunting Policy as amended. Mr. Carlton moved that Policy be accepted as amended. Mr. Edwards
seconded the motion. Chairman Louise Theberge asked for any discussion. Motion carried by unanimous vote.

12. Other Business
None.

13. Chairman Observations
None.

14. Next Meeting
The Next Middle Peninsula Chesapeake Bay Public Access Authority Meeting is scheduled for February 8, 2013 at 11:00 am in the Middle Peninsula Planning District Commission’s Regional Board Room.

15. Adjourn
On a motion by Mr. Edwards and seconded by Ms. Moran, and by unanimous vote, the meeting adjourned at 1:17 pm.
Executive Session to Discuss Personnel Issues as Permitted by Virginia Code §2.2-3711 A3

Officer Louise Theberge requested a motion to go into closed meeting. Doris Morris moved that the Middle Peninsula Chesapeake Bay Public Access Authority (MPCBPAA) convene in closed session to discuss issues probable litigation permitted by Virginia Code §2.2-3711 A3. Melinda Moran seconded the motion; motion carried.

MPCBPAA Officer Theberge took Roll Call vote.

Margaret “Prue” Davis—Aye
Officer Louise Theberge—Aye
Doris Morris—Aye
Melinda Moran—Aye
Jimmy Sydnor—Aye

Officer Louise Theberge requested a motion to return to open session. Doris Morris moved to return to open session. Melinda Moran seconded the motion; motion carried.

Officer Louise Theberge took Roll Call vote.

Margaret “Prue” Davis—Aye
Officer Louise Theberge—Aye
Doris Morris—Aye
Melinda Moran—Aye
Carlton Revere—Aye
Jimmy Sydnor—Aye

Officer Louise Theberge moved that the MPCBPAA certify that to the best of each member’s knowledge; (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting by the public body. Melinda Moran seconded the motion; motion carried.

Officer Louise Theberge took Roll Call vote.
Margaret “Prue” Davis—Aye
Officer Louise Theberge—Aye
Doris Morris—Aye
Melinda Moran—Aye
Carlton Revere—Aye
Jimmy Sydnor—Aye

Officer Louise Theberge requested a motion to execute documents necessary to accept Gloucester donation. Prue Davis moved that the PAA officers and administration execute documents necessary to accept Gloucester donation. Doris Morris seconded the motion; motion carried.

Officer Louise Theberge took Roll Call vote.

Margaret “Prue” Davis—Aye
Officer Louise Theberge—Aye
Doris Morris—Aye
Melinda Moran—Aye
Carlton Revere—Aye
Jimmy Sydnor—Aye

**Adjourn**

Officer Louise Theberge requested a motion to adjourn. Jimmy Sydnor moved to adjourn the meeting. Doris Morris seconded the motion; motion carried.
1. Welcome and Introductions
   The Middle Peninsula Chesapeake Bay Public Access Authority held its meeting at the Land’s End property located at 9524 Whittaker Dr., Gloucester, VA 23061 at 10:00pm on March 1, 2013.

   Attending: Mr. Carlton Revere, Middlesex County, Mr. Bret Schardein, King William County, Mr. John Edwards, Town of West Point, Ms. Melinda Moran, Mathews County, Ms. Louise Theberge, Gloucester County, and MPPDC Staff Mr. Lewis Lawrence and Mr. Harrison P. Bresee III.

2. Approval of December 2012 Minutes – deferred until April 12th meeting

3. Approval of December 2012 Financial Report - deferred until April 12th meeting

4. Public Comment - None

5. Tour of the Laird Property and open discussion
   a. Short Term Special Use Agreements
      Mr. Lawrence discussed the proposed “Temporary Use Agreement” between the MPCBPAA and the Gloucester Crew Team. The agreement has a one year term allowing the Gloucester Crew Team to use the property for Crew Practice and approved events in exchange for making approved improvements and maintaining the Land’s End property (specific details are in the actual agreement document). Mr. Revere made a motion to accept the agreement. Mr. Edwards seconded the motion. Chairman Louise Theberge asked for any discussion. Motion carried by unanimous vote.
   b. Rental of Rancher
      Mr. Lawrence discussed the options for renting the ranch house next to the boat ramp on the Land’s End property. Ms. Moran made a motion to allow a management company to handle the rental agreement with the stipulation that the lease be a short term/1 year lease. Mr. Edwards seconded the motion. Chairman Louise Theberge asked for any discussion. Motion carried by unanimous vote.

6. Other Business
   a. Master Plan for Land’s End property.
      Mr. Lawrence introduced the idea of developing a master plan for the property. He stated that he would approach the Coastal Zone Management program for funding. Mr. Revere made a motion that the MPCBPAA staff should begin working on a Master Plan as soon as possible. Mr. Edwards seconded the motion.
Chairman Louise Theberge asked for any discussion. Motion carried by unanimous vote.

b. Gate on Whitaker Drive
Mr. Lawrence discussed the security of the property around the barns and the main house. Mr. Edwards made a motion that a gate should be installed at the end of the Main House driveway and a lock should be installed with the Crew Team having access. Mr. Revere seconded the motion. Chairman Louise Theberge asked for any discussion. Motion carried by unanimous vote.

7. Chairman Observations
None.

8. Next Meeting
The Next Middle Peninsula Chesapeake Bay Public Access Authority Meeting is scheduled for April 12th, 2013 at 11:00 am in the Middle Peninsula Planning District Commission’s Regional Board Room.

9. Adjourn
On a motion by Mr. Edwards and seconded by Mr. Revere, and by unanimous vote, the meeting adjourned at 2:33 pm.
# Revenue and Expenditure Report by Project

**Middle Peninsula Planning District Commission**

**Period**: 07/01/12 to 03/31/13

## Project Code & Description

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<th>Prior Year</th>
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<th>YTD</th>
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<td>100,382.47</td>
<td>1,974.37</td>
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### Project Revenues:

| Project Revenues: | 132,869.21 | 84,500.25 | 0.00 | 21,369.20 | 105,869.45 | 26,999.76 | 79.68% |

### Project Expenses:

| Project Expenses: | 102,356.84 | 84,500.25 | 0.00 | 3,992.87 | 15,882.22 | 100,382.47 | 1,974.37 | 98.07% |

### Project Balance:

| Project Balance: | 30,512.37 | 0.00 | -3,992.87 | 5,486.98 | 5,486.98 |
DRAFT MPPDC-MPCBPAA ADMINISTRATIVE AGREEMENT

THIS AGREEMENT, entered into this 12th day of April, 2013 by and between the Middle Peninsula Planning District Commission, a governmental unit organized and existing under and by virtue of §15.2-4200 Regional Cooperation Act of the laws of the Commonwealth of Virginia and having its principal office at 125 Bowden Street, Saluda, Virginia 23149, and hereinafter called "MPPDC", and the Middle Peninsula Chesapeake Bay Public Access Authority, a governmental unit organized and existing under and by virtue of Virginia State Code 15.2-6600, and having its principal offices at 125 Bowden Street, Saluda, Virginia, 23149 and hereinafter called "MPCBPAA",

WITNESSETH THAT:

WHEREAS, the MPCBPAA has no staff in its employ for the purposes of administering the programs of the MPPAA and whereas the MPPDC maintains staffing for such purpose, the MPCBPAA and MPPDC agree to enter into an agreement respecting the provision of administrative and staffing services by MPPDC on behalf of MPCBPAA which are associated with the operation of the Middle Peninsula Chesapeake Bay Public Access Authority,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do mutually agree as follows:

1. MPPDC shall use funds provided for administration and staff to provide the following services associated with the implementation of the Middle Peninsula Chesapeake Bay Public Access Authority:
(a) Obtain grantee approvals and clearances required for project implementation;
(b) Perform general administrative activities for implementation of any grant program;
(c) Maintain written documentation of all activities performed under this Section.;
(d) Develop appropriate forms and systems for the reporting and documentation of project costs, employment, Program Income, and all other information required to be maintained pursuant to the rules, regulations, and policies of the State and Federal Programs; and
(e) Act as Fiscal Agent for the Middle Peninsula Chesapeake Bay Public Access Authority
   • MPPDC shall provide MPCBPAA with a monthly accounting of MPCBPAA financial activity to include Revenue and Expenditure reports, Balance Sheets, other financial documents as needed
   • Provide accounting services to include Accounts Payable and Accounts Receivable
   • Reconcile bank accounts
   • Assist with annual audits as required
   • Prepare and submit financial reports as required by Federal and State granting agencies
(f) MPCBPAA and MPPDC shall each make available to the other copies of all correspondence respecting any element of this Agreement.

(g) MPPDC shall bill MPCBPAA for all services rendered.

2. This Agreement may be terminated by either party at any time without cause to be effected by written notification.

3. Upon termination of this Agreement, MPCBPAA shall henceforth be obligated to use MPCBPAA funds to pay any obligations of MPCBPAA which were incurred prior to the date of termination and which represent eligible costs pursuant to this Agreement.

______________________________  ________________________________
Chairman, MPPAA     Executive Director MPPDC

_______________________________  ________________________________
Date       Date

_______________________________  ________________________________
Witness      Witness
### Revenue and Expenditure Report by Element

Middle Peninsula Planning District Commission

**Period** 07/01/12 to 03/31/13

#### 32007 PAA Administration

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<th>Element Code &amp; Description</th>
<th>Budget</th>
<th>Prior Year</th>
<th>Current</th>
<th>YTD</th>
<th>Proj Tot</th>
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**Expenses**

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#### 320079 Laird Property Acquisition

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</table>
Middle Peninsula Chesapeake Bay
Public Access Authority
“Lands End”
Temporary Park & Recreation
Use Agreement

PO Box 286, Saluda VA 23149 (804) 758-2311 FAX (804) 758-3221

This is an Agreement between the Middle Peninsula Chesapeake Bay Public Access Authority (PAA) and Gloucester Rowing Association (User) for temporary use of only the detached utility garage, enclosed pole shed, non exclusive use of the pool house and immediate adjacent grounds at 9524 WHITTAKER DR, Gloucester VA entered into on March 8, 2013.

It is the intent of this Use Agreement to protect the User and PAA and to promote a professional working relationship between organizations.

This Agreement is subject to the following conditions:

1. The term of this Agreement is for the period beginning March 8, 2013 and ending when mutually agreed to or at the order of the PAA Board of Directors.

2. User agrees to assume responsibility for electric cost associated with proportional use of the facility. A separate Virginia Power account has been established for electric service to the detached garage enclosed pole shed and pool house with restroom. User agrees to assume Virginia Power account for payment responsibility.

3. User shall provide the PAA with a written schedule of requested facility use months, days, and times on the attached Use Agreement Application. The written schedule shall include information for both practices and events as applicable.

4. It is the responsibility of User to keep the facilities and the areas immediately adjacent thereto maintained at all times.

5. It is the responsibility of User to exercise reasonable stewardship in the use of the facility and to leave the facility in as near as possible to its original condition upon the termination of the Agreement. If this is not possible, User shall provide the PAA with an approved schedule of work that will return the facility back to its original condition.

6. It is the responsibility of User to clear adjacent grounds and clean restroom/pool house and remove trash and equipment following each game or practice. Trash will be removed by the user.

7. Use of the Pool House is non-exclusive.
8. User shall provide a certificate of insurance which includes general liability insurance, with appropriate combined single limit liability per occurrence, insuring against liability for bodily injury and property damage with respect to the premises or arising out of the use or occupancy thereof.

All policies of insurance provided shall contain a provision naming PAA, its officers, and agents, employees although named as an insured, shall nevertheless be entitled to recover under said policies for loss, injury, or damage to PAA by reason of the negligence of User on behalf of itself and its insurance carrier, hereby fully and completely waives any subrogation or reimbursement rights of any type against PAA for claims, judgments, settlements, defense costs or liabilities paid as a result of User use of the premises referred to herein.

9. User shall assume the defense of and indemnify and save harmless, the PAA, its officers, employees, and agents from and against all actions, damages, costs, liability claims, losses, and expenses to which they may be subjected by reason of, or resulting from the performance of the Agreement by User.

10. User shall make no alterations, additions, or improvements in or on the facility unless first approved by PAA in writing. Any such alterations, additions, or improvements made upon PAA’s approval shall become the property of the PAA and shall remain a part of the premises. Any and all improvements made to the facility to support the user’s needs will be considered donations to the PAA. User assumes all permitting responsibilities and improvement costs.

11. PAA reserves the right to consider the donation of time, labor, or materials in lieu of future cash payment for user fees.

12. PAA reserves the right to enter the facility at any time and for any purpose, including, but not limited to, maintenance and repair of the facility.

13. The User shall provide keys and/or combinations to the PAA for locks to buildings, gates, barns or other structures.

14. Facility closure policy: The PAA reserves the right to close the facility for any reason deemed necessary.

15. User agrees to pay PAA for all costs related to callouts outside of normal PAA working hours due to facility lights being left on and/or access gates being left open as a result of User’s use of facility.

16. User shall provide the PAA with a copy of its organizations bylaws, including a list of officers and board members.

17. User is subject to the provisions of this Use Agreement, and will not discriminate or permit
discrimination against any person or class of persons by reason of race, color, national origin, sex, or marital status in any way.

18. This agreement may be modified at any time upon agreement of both parties.

19. If substantive and material facts unknown at the time of executing this document become known at a later time, both parties agree to discuss the cause and effect of the change and agree to seek a resolution.

[Signature] 3/6/2013
Middle Peninsula Chesapeake Bay Public Access Authority  Date

[Signature] 03/08/2013
Chairperson  Date
User Group
Middle Peninsula Chesapeake Bay Public Access Authority
Temporary Use Agreement Application

User: Gloucester Rowing Association
Contact Person: Chris Hutson
Mailing Address: P. O. Box 523
Gloucester, VA 23061

Phone: 804-357-9205
Facility: 9524 WHITTAKER DR, Gloucester VA

Months of use: September-November, February - August
Days of use: M, T, W, R, F and occasional Saturday use
Times of use: Daily 3:30 p.m. – 7:30 p.m., some early morning use 6:00 a.m. – 9:00 a.m. (Summer Season)

Conditions
Perrin Wharf Slips
Perrin Wharf-
Now owned by the
Middle Peninsula Chesapeake Bay
Public Access Authority
RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD
February 20, 2013
MOTION
Made By: Mr. Sterling Seconded By: Mr. Layne
Action: Motion Carried, Unanimously

Title: Transfer of the end segment of Route 1101, Perrin Creek Road, 0.017 miles, and wharf in Gloucester County to the Middle Peninsula Chesapeake Bay Public Access Authority

WHEREAS, pursuant to §33.1-223.2:17, Code of Virginia, 1950, as amended, (the Code), the Commonwealth Transportation Board (the Board) may transfer, to a public access authority established pursuant to Title 15.2, its rights and interest in a highway or landing, including wharf, pier or dock, without first abandoning or discontinuing the highway or landing, if it deems it in the public interest; and,

WHEREAS, the Middle Peninsula Chesapeake Bay Public Access Authority (the Authority) was established under §15.2-6600 et seq., of the Code and has requested, in writing, that the Board transfer its interest in the end segment of Route 1101, Perrin Creek Road, a distance of 0.017 miles and wharf, approximately 320 feet long; and

WHEREAS, it is the Authority’s intent, after the transfer, “to improve the facilities for public use into the future, including use by commercial and recreational activities”; and,

WHEREAS, the Board of Supervisors of Gloucester County passed a resolution requesting the Authority “to work with the Virginia Department of Transportation to develop and implement a strategy for improving the management of Perrin Wharf to ensure the long term protection of this critical working waterfront infrastructure for the benefit of the citizens of Gloucester County”; and,

WHEREAS, after considering all information available, this Board is satisfied that the requirements of §33.1-223.2:17 of the Code have been met and that it is in the public interest to grant the requested transfer.
NOW, THEREFORE, BE IT RESOLVED, pursuant to §33.1-223.2:17 of the Code, this Board hereby transfers its rights and interest in the end segment of Route 1101, Perrin Creek Road, beginning at the cul-de-sac, a distance of 0.017 miles, and wharf, approximately 320 feet long, to the Middle Peninsula Chesapeake Bay Public Access Authority.

#####
March 13, 2013

Affidavit for the Perrin Wharf improvement project

I, Louise Theberge, Chairman of the Middle Peninsula Chesapeake Bay Public Access Authority affirm that the Perrin Wharf, located on the Perrin River, Gloucester County, Virginia is owned by the Middle Peninsula Chesapeake Bay Public Access Authority (MPCBPAA) and will be for the expected life of the project.

The MPCBPAA was established to identify, acquire, and manage public water access opportunities in the region that can be used by the general public for passive and active activities. Established by Virginia State Code 15.2-6600 through 15.2-6625, the Public Access Authority (MPCBPAA or PAA) is a political subdivision that acts to serve the public access needs of the encompassed communities.

The MPCBPAA was created by the Virginia General Assembly on April 7, 2002 and ratified by participating localities on June 13, 2003.

Jurat:

City/County of Middlesex
Commonwealth of Virginia
The foregoing instrument was subscribed and sworn before me this 13th day of March, 2013 by
Louise Theberge, Chairman, Middle Peninsula Chesapeake Bay Public Access Authority

Notary Public
Notary registration number: 322494
My commission expires: June 30, 2015
We would like to thank you for the opportunity to submit a bid on your current project. If awarded the job, we guarantee a professional, expedient service with great attention to detail and cleanliness.

All pertinent information is uploaded into a data file management system that is readily available upon request to include daily pictures and notes of work performed and any contracts or work authorizations. Access can be granted to authorized personnel with their email address so all materially interested parties can stay in touch with the project throughout its entirety without the hassle of visiting the site.

Once again, we thank you for the opportunity and look forward to working with you in the near future.
Perrin Wharf

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QNTY</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. (Material Only) 10&quot; diameter pile - wooden - marine grade</td>
<td>310.00 LF @</td>
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<td>9. (Material Only) 3&quot; x 8&quot; lumber - Rough-cut</td>
<td>6.00 EA @</td>
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<tr>
<td>10. (Material Only) 2&quot; x 8&quot; x 12' lumber - treated</td>
<td>18.00 EA @</td>
<td>13.00 =</td>
<td>234.00</td>
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<tr>
<td>12. (Material Only) Galvanized through bolts</td>
<td>6.00 EA @</td>
<td>7.00 =</td>
<td>42.00</td>
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<tr>
<td>13. Marine carpenter - per hour</td>
<td>160.00 HR @</td>
<td>52.59 =</td>
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This allows for the installation of 10 piles and 3 finger piers and all necessary mobilization, equipment and labor. All labor and fuel to be donated by Acelution Inc.

14. Fuel surcharge  

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<th>QNTY</th>
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<td>50.00 GL @</td>
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## Summary

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<td>Material Sales Tax @ 5.000%</td>
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<td><strong>Net Claim</strong></td>
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Dan Hobby
Mathews Donation Site #1
Susan Area (Between East River and New Point)
Sloop Landing
Mathews Donation Site #2
North River Road and Cardinal Road
Haworth Tract Thinning Bid Summary  
January 30, 2013  
Ches. Bay Middle Peninsula Public Access Authority  
King & Queen County

<table>
<thead>
<tr>
<th>Product</th>
<th>Va. Forest Resources –Dan Hockenberger</th>
<th>Canal Wood</th>
<th>Mike Gibson</th>
<th>Mid Atlantic</th>
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<tr>
<td>Pine Pulpwood</td>
<td>$ 10.61</td>
<td>$ 10.00</td>
<td>$ 9.05</td>
<td>$ 8.08</td>
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<tr>
<td>Pine Chip 'n Saw</td>
<td>$ 15.59</td>
<td>$ 16.00</td>
<td>$ 15.00</td>
<td>$ 15.00</td>
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<tr>
<td>Hardwood Pulp</td>
<td>$ 2.00</td>
<td>$ 3.00</td>
<td>$ 1.50</td>
<td>$ 1.50</td>
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</tbody>
</table>

Jim Vadas  
ClearWater Environmental & Forestry  
PO Box Y  
West Point, VA 23181  
office 804-785-3333 cell 804-370-5341 fax 804-785-3243

Harrison:  
Estimated volume and $ on a conservative basis would be:  
1.) Thinned areas 66.8 acres would remove one truckload of pine pulpwood per acre (24 tons) @ $10.61/ton = $17,010. My guess is that between 1 and 2 truckloads per acre would be removed.  
2.) The clearcut patches of 21.2 acres should yield about 3 truckloads of pine pulpwood per acre or $16,195 (21.2 acres x 72 tons per acre x $10.61).  
3.) I know that the older pine plantation of about 20 acres will yield some "chip 'n saw" (small pine saw logs for 2x4s and 4x4s) and if that generates a load for every 4 acres then 5 loads of 24 tons each at $15.59 tons will be an additional $1,870.  

So a conservative total at the very good bid prices we received would be estimated at $35,075.  

On the clause to put in the timber agreement, I would suggest the following under Item 22 as "g.) Any logging debris remaining in the open areas along with any trees too small to meet the paper mills' needs must be pushed or placed into one pile in the center of each of the six clearcut patches. Most logging debris (branches, tops, pieces of wood, etc.) is to be distributed throughout the thinned portion of the property as is standard and customary in any thinning."  

This could be typed in or hand written, then initialed by the signer(s) of the agreement.  

Lastly, I look forward to seeing you at the Clay tract next Wed. at 9:00 a.m. and walking over the property.  
Jim
The following recommendations are from walking through the Middle Peninsula Public Access Authority (MPPAA) property known as the “Clay Tract” with Harrison Bresee along with a follow-up visit.

1. Stands 2 & 3: Both stands of timber are mixed hardwood & pine that are in need of a Timber Stand Improvement harvest (TSI) to improve forest health as well as wildlife habitat. The Wildlife Habitat Management Plan (WHMP) done by NRCS wildlife biologists recommend removing loblolly pine and tulip poplar (aka yellow poplar), leaving mast producers.

   ClearWater recommends a two-stage process. The pine lumber markets have been low-priced for several years but should be improving in the next several years. It is recommended that a TSI harvest sale be done now in both stands with a large pine harvest to follow in two, three or more years when the market prices improve. At present, large pine trees are priced the same as small, marginal pine. The pine understory will be removed - the small pine that will be mostly pulpwood and some marginal logs for lumber – as well as poplar and poor quality trees or tree species (such as sweetgum and red maple). This type of thinning will greatly improve the stand of trees and open the forest floor for regeneration and browse for wildlife and game species. The second harvest of mature and large-sized pine will then follow in a future year.

   A “sealed bid” sale of these stands would result in a sale at market price or better by a crew that does “thinning” in its regular course of business. Such crews are good at working around residual trees and keeping damage to a minimum.

   The sale should bring about $200 per acre on about 60 acres, or about $12,000 worth of income. A good portion of the area should have the trees marked with orange paint to be removed (Stand 3) or with blue paint for trees to be left in Stand 2. A fee needs to be charged for the marking of $50 per acre. A commission of 7 percent (lower than Haworth because of the extra cost of marking) would be charged for the timber sale on the total amount received in “stumpage payments.” Commission would cover all contracts, holding the sale, and harvesting oversight. Income less expenses would indicate a net of about $8,000.

2. Stand 6: This small stand of pine should be thinned in conjunction with the TSI of Stands 2 & 3 and included in the sealed bid sale.

3. Stand 5: ClearWater agrees with Harrison Bresee that this stand should remain unthinned. Besides being within proximity of the Dragon bottomland, it is on a sandy ridge and is not a high-value site that would benefit from thinning.
4. Stands 1, 8 and 9: These stands should be thinned as soon as possible when it is dry. A portion of Stand 1 would be a “second” thinning where it had originally been thinned ten to twenty years ago. This should be a separate “sealed bid” sale from the sale of Stands 2 and 3 because it is almost all pine and ground conditions indicate it should be thinned when dry.

Marking trees in this sale is not necessary since it is all pine and tree-cutter operator selection works fine in such stands of pine. Estimated gross income would be about $400 per acre on 136 acres, or $54,000. A commission of 10% would include marking all property and/or stand boundaries, marking off and GPS mapping of about eight to ten 2-acre openings, as well as all contracts and harvest oversight. Net income would be about $49,000.

5. Other practices recommended in the NRCS plan would be planned once income was received to cover such costs. These might include pre-commercial thinning of young pine stands, mulching the edges of the air strip, mulching patches of heavy young pine and poplar, and developing the wildlife patch clearcuts in Stand 1.

Middle Peninsula Ches. Bay Public Access Authority
CLAY TRACT, King & Queen County
Estimated Thinning and Timber Stand Improvement Values per Acre
ClearWater Environmental & Forestry
April 3, 2013

<table>
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<tr>
<th>Stand</th>
<th>Product</th>
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<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Value per Acre</th>
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<td>2 &amp; 3</td>
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