



DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY AGENDA

**City of Danville, Virginia
County of Pittsylvania, Virginia**

**Danville Regional Airport
Conference Room
424 Airport Drive
Danville, Virginia**

October 11, 2023

1:00 PM

County of Pittsylvania Members

William V. ("Vic") Ingram, Vice Chairman
Robert M. Tucker, Jr.
Darrell W. Dalton, Alternate

City of Danville Members

J. Lee Vogler, Jr., Chairman
Sherman M. Saunders
Dr. Gary P. Miller, Alternate

Staff

Kenneth F. Larking, City Manager Officer
Stuart J. Turille, Jr., County Administrator Officer
Christian & Barton, L.L.P., Legal Counsel to Authority
Susan M. DeMasi, Authority Secretary
Michael L. Adkins, Authority Treasurer

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

Members of the public who desire to comment on a specific agenda item will be heard during this period. The Chairman/Vice Chairman of the Authority may restrict the number of speakers. Each speaker shall be limited to a total of three minutes for comments.

[Please note that the public comment period is not a question-and-answer session between the public and the Authority.]

4. APPROVAL OF MINUTES

- A. Consideration of Approval of Minutes from the Regular Meeting held on September 11, 2023.

5. CONTINUATION OF OLD BUSINESS

- A. Consideration of Resolution No. 2023-10-11-5A, approving an amendment to that certain Local Performance Agreement dated June 14, 2021, by and among the Authority, the Industrial Development Authority of Danville, Virginia, a political subdivision of the Commonwealth of Virginia, the City of Danville, Virginia, a Virginia municipal corporation, the Industrial Development Authority of Pittsylvania County, Virginia, a political subdivision of the Commonwealth of Virginia, the County of Pittsylvania, Virginia, a political subdivision of the Commonwealth of Virginia, and Making Everything Possible, LLC, a Virginia limited liability company, approved under Resolution No. 2021-06-14-5D, where Making Everything Possible, LLC's performance criteria will be updated and no further incentives from the Authority will be added – Corrie Teague Bobe, Director of Economic Development, City of Danville

6. NEW BUSINESS

- A. Consideration of Resolution No. 2023-10-11-6A, approving that certain proposal for Offsite Stream and Wetland Mitigation Solution – Phase I (Conceptual Mitigation Plan) dated September 28, 2023, with HGS, LLC, a Virginia limited liability company and a wholly owned subsidiary of Resource Environmental Solutions, LLC, a Louisiana limited liability company, for offsite stream and wetland mitigation solution services for the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, at a fee not to exceed \$483,000.00 – Brian Bradner, P.E., Vice President, Dewberry Engineers Inc.
- B. Consideration of Resolution No. 2023-10-11-6B, approving Amendment No. 37-A, dated September 27, 2023, with Dewberry Engineers Inc., a New York corporation, for engineering services related to the Mega Park Master Plan Southern Virginia Megasite at Berry Hill, to provide services relating to a new Joint Permit Application for the Authority's Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia, at

a lump sum fee of \$164,000.00– Mr. Bradner and Matthew D. Rowe, Director of Economic Development, Pittsylvania County

- C. Consideration of Resolution No. 2023-10-11-6C, approving the budget increase of Troutman Pepper Hamilton Sanders LLP as special counsel to the Authority regarding the Authority's Environmental Permit Application for the Authority's Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia, from \$25,000.00 to \$75,000.00, where such fees paid to special counsel will be reimbursed from Virginia Economic Development Partnership Virginia Business Ready Sites Program Grant funds – Mr. Rowe and Michael C. Guanzon, Esq., Christian & Barton, LLP, Legal Counsel to the Authority
- D. Consideration of Resolution No. 2023-10-11-6D, approving Amendment No. 2, dated September 13, 2023, with Dewberry Engineers Inc., a New York corporation, for professional engineering and construction administration services for Lot 7D graded pad project in the Authority's Cyber Park project, located in Danville, Virginia, for a lump sum fee of \$20,000.00 – Mr. Bradner
- E. Consideration of Resolution No. 2023-10-11-6E, approving the total reimbursement of \$27,402.53 in marketing expenses advanced by Southern Virginia Regional Alliance, resulting from certain marketing study expenses related to the Authority's Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia – Ms. Bobe and Mr. Rowe
- F. Financial Status Reports as of September 30, 2023.

7. CLOSED MEETING

During the closed session, all matters discussed shall involve receiving advice from legal counsel, and as such all communications during the closed session shall be considered attorney-client privileged.

- A. *As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects, located in Pittsylvania County, Virginia, and/or Danville, Virginia; and*
- B. *As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being*

excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2- 3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); and

C. As permitted by Virginia Code § 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and

D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel; and

E. As permitted by Virginia Code § 2.2-3711(A)(29) for discussion of the award of a public contract involving the expenditures of public funds where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Authority.

8. RETURN TO OPEN SESSION

9. COMMUNICATIONS

A. Authority Board Members

B. Staff

10. ADJOURN

ITEM: 4.A.
DATE: October 11, 2023
FROM: Susan DeMasi | Authority Secretary
RE: Consideration of Approval of Minutes from the Regular Meeting held on September 11, 2023.

SUMMARY

Board Members will be asked to approve the minutes of the Regular RIFA Meeting held on September 11, 2023.

ATTACHMENTS

1. Meeting Minutes

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

September 11, 2023

A Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:14 p.m. on the above date at the Institute for Advanced Learning and Research, 150 Slayton Avenue, Room 206, Danville, Virginia. Present were City of Danville Members Chairman J. Lee Vogler, Jr., Sherman M. Saunders and Alternate Dr. Gary P. Miller; Pittsylvania County Members present were Vice Chairman William V. Ingram and Robert Tucker, Alternate Darrell Dalton was absent. *Mr. Ingram entered the meeting at 12:43 p.m.*

City/County staff members attending were: City Manager Ken Larking, Deputy City Manager Earl Reynolds, County Administrator Stuart Turille, City of Danville Chief Financial Officer and Authority Treasurer Michael Adkins, City of Danville Accountants Meredith Franklin and Jaime Pritchett, Pittsylvania County Director of Finance Kim Van Der Hyde, City of Danville Director of Economic Development Corrie Bobe, Pittsylvania County Director of Economic Development Matt Rowe (via zoom), Legal Counsel to the Authority Attorney Michael C. Guanzon and Secretary to the Authority Susan DeMasi. Also present were Shawn Harden and Brian Bradner from Dewberry, and Linda Green (via zoom).

Chairman J. Lee Vogler, Jr., presided.

PUBLIC COMMENT PERIOD

No one desired to be heard.

APPROVAL OF MINUTES OF THE AUGUST 14, 2023 REGULAR MEETING

Upon **Motion** by Mr. Saunders and **second** by Mr. Tucker, Minutes of the August 14, 2023 Regular Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. CONSIDERATION OF RESOLUTION NO. 2023-09-11-5A APPROVING THE SECOND AMENDMENT TO THE CONSTRUCTION MATERIALS STORAGE LEASE WITH APPALACHIAN POWER COMPANY

Authority Attorney Michael Guanzon explained this was the second amendment to the Construction Materials Storage Lease with Apco; they want to extend the lease for their supplies, at a monthly lease rate of \$1,500.00. Staff added some stipulations similar to what was in the former sod leases at the SVM, that if RIFA has a prospect to view the site, and they hear about who they were, it will be under a confidentiality agreement. Also, RIFA would give them sixty days notice if they have a prospect, then RIFA can early terminate the year; if they paid in advance, RIFA would pro rate to the end of the month and give them a refund for that.

Mr. Tucker **moved** for adoption of *Resolution 2023-09-11-5A, a Resolution approving the Negotiation, Execution and Delivery of a Second Amendment to that certain construction Materials Storage Lease Agreement with Appalachian Power Company, approved under Resolution No. 2021-10-10-5D, for an additional period of up to nine months at a lease rate of \$1,500.00 per Month, to complete certain Transmission Line and Substation Construction Activities at the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania*

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County, Virginia, Including without limitation restoring the lease premises by replacing the existing gravel with new grass and closing out Environmental Permitting.

The **Motion** was seconded by Mr. Saunders and carried by the following vote:

VOTE: 3-0
AYE: Tucker, Saunders, Vogler (3)
NAY: None (0)

5B. CONSIDERATION OF RESOLUTION 2023-09-11-5B APPROVING AN AMENDMENT TO A LOCAL PERFORMANCE AGREEMENT WITH MEP

Mr. Saunders **MOVED to TABLE** Resolution 2023-09-11-5B, a Resolution approving an Amendment to that certain Local Performance Agreement dated June 14, 2021, by and among the Authority, the Industrial Development Authority of Danville, Virginia, a Political Subdivision of the Commonwealth of Virginia, the City of Danville, Virginia, a Virginia Municipal Corporation, the Industrial Development Authority of Pittsylvania County, Virginia, a Political Subdivision of the Commonwealth of Virginia, the County of Pittsylvania, Virginia, a Political Subdivision of the Commonwealth of Virginia, and Making Everything Possible, LLC, a Virginia Limited Liability Company, approved under Resolution No. 2021-06-14-5D, where Making Everything Possible, LLC's performance criteria will be updated and no further incentives from the Authority will be added.

The Motion to Table was **seconded** by Mr. Tucker and carried by the following vote:

VOTE: 3-0
AYE: Tucker, Saunders, Vogler (3)
NAY: None (0)

5C. FINANCIAL STATUS REPORT AS OF AUGUST 31, 2023

Authority Treasurer Michael Adkins gave the Financial Status report as of August 31, 2023, beginning with the \$7.3M Bonds for Cane Creek which had no activity for August. Under General Expenditures for Fiscal Year 2023, RIFA paid Christian and Barton for services provided for March, April, May and June in the amount of \$73,548.50. Mr. Adkins noted there was a negative unexpended/unencumbered amount; several meetings ago staff had moved funds from the Unrestricted Fund Balance to cover the overages. General Expenditures for Fiscal Year 2024 showed three items paid in August: a legal bill from Christian and Barton for services for July for \$8,936.50, meals of \$439.14 and monthly utilities of \$155.71. Funding Other than Bonds for Berry Hill had a payment to Troutman Pepper for legal assistance on the environmental permit of \$11,410.00. Lot 4 Site Development had no expenditures for August; Lots 1 and 2 showed a payment to Jimmy Lynch and Sons of \$321,111.99; Water and Sewer had no activity for August. The Cyber Park showed no activity for the month of August. Rent, Interest and Other Income for Fiscal Year 2024 showed RIFA received four payments from Hopkins Lumber for timber sales totaling \$84,493.51, and RIFA also paid the Hawkins' Building monthly maintenance of \$23,342.11.

Dr. Miller questioned if RIFA was getting a good price on the lumber sales, and Mr. Guanzon noted the amount received depended on the amount and the type of timber. RIFA has a

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consulting agreement with a timber consultant who lets staff know what was a good price, what was market, and interfaces with the company that harvests it.

Mr. Tucker **moved** to accept the Financial Report as presented; the Motion was **seconded** by Mr. Saunders and carried by the following vote:

VOTE: 3-0
AYE: Tucker, Saunders, Vogler (3)
NAY: None (0)

6. CLOSED SESSION

At 12:20 p.m. Mr. Saunders **moved** that the Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority be recessed in a Closed Meeting for the following purposes:

[During the closed session, all matters discussed shall involve receiving advice from legal counsel, and as such all communications during the closed session shall be considered attorney-client privileged.]

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects, located in Pittsylvania County, Virginia, and/or Danville, Virginia; and
- B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2- 3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); and
- C. As permitted by Virginia Code § 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and

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- D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel; and
- E. As permitted by Virginia Code § 2.2-3711(A)(29) for discussion of the award of a public contract involving the expenditures of public funds where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Authority.

The Motion was **seconded** by Mr. Tucker and carried by the following vote:

VOTE: 3-0
AYE: Tucker, Saunders, Vogler (3)
NAY: None (0)

RETURN TO OPEN SESSION

On **Motion** by Mr. Saunders and **second** by Mr. Tucker and by unanimous vote at 1:09 p.m., the Authority returned to open meeting.

Mr. Ingram **moved** for adoption of the following Resolution:

WHEREAS, the Authority convened in Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Freedom of Information Act; and

WHEREAS, Section 2.2-3711 of the Code of Virginia, 1950, as amended, requires a Certification by the Authority that such Closed Meeting was conducted in conformity with Virginia Law;

NOW, THEREFORE, BE IT RESOLVED that the Authority hereby certifies that, to the best of each Member's knowledge, (i) only public business matters lawfully exempted by the open meeting requirements of Virginia Law were discussed in the Closed Meeting to which this Certification Resolution applies, and (ii) only such public business matters as were identified in the motion convening the Closed Meeting were heard, discussed, or considered by the Authority.

The Motion was **seconded** by Mr. Saunders and carried by the following vote:

VOTE: 4-0
AYE: Ingram, Tucker, Saunders, Vogler (4)
NAY: None (0)

7. COMMUNICATIONS

Staff

Authority Secretary Susan DeMasi noted the October RIFA meeting would usually be on Monday, October 9th which was Columbus Day, and a city and county holiday. Staff would normally move the meeting to Tuesday the 10th, however, City RIFA members will be returning from the VML conference that day, so staff would like to move it to Wednesday, October 11th.

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The November RIFA meeting was scheduled for Monday, November 13th, which falls on VACO's annual conference.

Ms. Green noted the Governor's groundbreaking for the RTC at the Institute will be on the 11th with both Senators and possibly the Governor and Governor's staff attending, but did not have specifics on time. Mr. Guanzon explained RIFA by-laws provide that if it was a city or county holiday, it gets pushed to the next day. Because there will not be enough members for a quorum, then the Chairman can choose which date will work for everyone. Mr. Vogler noted staff had the ability between now and then to adjust the time if they want to and Mr. Guanzon noted they just needed five days to notice the meeting, but also needed to check with the Institute to make sure they can accommodate the meeting. Mr. Vogler noted they would keep the meeting on the 11th and if the time needed to be altered around the groundbreaking they can do that. Mr. Guanzon stated if they commit to that, suggested members block the day if they can, to make sure they have a quorum; if that time was not available for one of the members, to please let the Secretary know so staff can make sure there was a quorum at the meeting.

Ms. DeMasi noted the November RIFA meeting had the same situation with VACO's annual meeting; they did not know which county members would be attending and it was up to the Chairman on whether to move the meeting from Monday the 13th to Wednesday the 15th to accommodate the county members. Mr. Vogler noted they will leave the November meeting at its original date and revisit it again at the October meeting.

Authority Board

Mr. Tucker noted he was glad to be here and kudos to the entire team for all the hard work they do, they were appreciated.

Mr. Saunders thanked the staff and team for an excellent job and thanked the Board for the work they do.

Dr. Miller noted the staff was doing a great job, and they appreciate it.

Mr. Larking noted it would not be possible for staff to do all the work without the support of the elected officials that provide the resources to make it happen; it was definitely a team effort.

Mr. Vogler thanked everyone, it was an awesome team. Mr. Vogler noted today was 9/11, twenty-two years ago were the attacks, and he would like staff to pause for a moment of silence to remember those who lost their lives twenty-two years ago.

Meeting adjourned at 1:19 p.m.

APPROVED:

Chairman

Secretary to the Authority

ITEM: 5.A.

DATE: October 11, 2023

FROM: Corrie Bobe |Danville Director of Economic Development + Tourism

RE: Consideration of Resolution No. 2023-10-11-5A, approving an amendment to that certain Local Performance Agreement dated June 14, 2021, by and among the Authority, the Industrial Development Authority of Danville, Virginia, a political subdivision of the Commonwealth of Virginia, the City of Danville, Virginia, a Virginia municipal corporation, the Industrial Development Authority of Pittsylvania County, Virginia, a political subdivision of the Commonwealth of Virginia, the County of Pittsylvania, Virginia, a political subdivision of the Commonwealth of Virginia, and Making Everything Possible, LLC, a Virginia limited liability company, approved under Resolution No. 2021-06-14-5D, where Making Everything Possible, LLC's performance criteria will be updated and no further incentives from the Authority will be added – Corrie Teague Bobe, Director of Economic Development, City of Danville

SUMMARY

The Board will be asked to consider Resolution 2023-10-11-5A approving an amendment to a Local Performance Agreement.

ATTACHMENTS

1. Resolution
2. Exhibit A

A RESOLUTION APPROVING AN AMENDMENT TO THAT CERTAIN LOCAL PERFORMANCE AGREEMENT DATED JUNE 14, 2021, BY AND AMONG THE AUTHORITY, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, THE CITY OF DANVILLE, VIRGINIA, A VIRGINIA MUNICIPAL CORPORATION, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF PITTSYLVANIA COUNTY, VIRGINIA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, THE COUNTY OF PITTSYLVANIA, VIRGINIA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, AND MAKING EVERYTHING POSSIBLE, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, APPROVED UNDER RESOLUTION NO. 2021-06-14-5D, WHERE MAKING EVERYTHING POSSIBLE, LLC'S PERFORMANCE CRITERIA WILL BE UPDATED AND NO FURTHER INCENTIVES FROM THE AUTHORITY WILL BE ADDED

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the "**Authority**") is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act, as amended; and

WHEREAS, the Authority, the City of Danville, Virginia (the "**City**"), and the County of Pittsylvania County, Virginia (the "**County**"), in order to stimulate economic growth and development of the community by creating jobs and infrastructure have agreed to provide incentives to new and expanding businesses which conduct industrial activity; and

WHEREAS, the Authority, pursuant to Resolution No. 2021-06-14-5D, entered into that certain Local Performance Agreement, dated June 14, 2021 (the "**LPA**"), with Making Everything Possible, LLC, a Virginia limited liability company ("**MEP**") and others, where MEP agreed to establish and operate its business in the Authority's Cyber Park project (the "**Cyber Park**"), located in the City; and

WHEREAS, the Authority and MEP desire to amend the LPA in order to update MEP's performance criteria, and where no further incentives from the Authority will be added, as more fully described in that certain Amendment to Local Performance Agreement (the "**Amendment**"), attached hereto as **Exhibit A**, and incorporated herein by this reference; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, of the citizens of the County and the City, and of further development of the Cyber Park, for the Authority to approve the Amendment, consistent with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby authorizes and approves the execution and delivery of the Amendment with MEP, as described in this Resolution, subject to approval and modification by the Authority's legal counsel as to legal form. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, in consultation with the other, to further negotiate and amend the Amendment, on behalf of the Authority, consistent with

Resolution No. 2023-10-11-5A

this Resolution and as approved by legal counsel to the Authority as to legal form, such execution of any such amendments by the Chairman (or Vice Chairman as the case may be) to conclusively establish the approval of any such amendments.

2. The Authority hereby authorizes and directs the City Manager Officer, the County Administrator Officer, staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the Amendment or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of this Resolution.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Amendment, and the matters contemplated therein or related thereto on before the date of this Resolution is adopted.

4. This Resolution shall take effect immediately upon its adoption.

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a meeting duly called and held on October 11, 2023, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority as of the 11th day of October 2023.

SUSAN M. DeMASI, Secretary
Danville-Pittsylvania Regional Industrial Facility
Authority

(SEAL)

Exhibit A

(Amendment to Local Performance Agreement – MEP)

THIS AMENDMENT TO LOCAL PERFORMANCE AGREEMENT (this "**Amendment**"), made and entered into as of the 11th day of October 2023, by and among **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**RIFA**"); the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**City IDA**"); the **CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation (the "**City**"); the **INDUSTRIAL DEVELOPMENT AUTHORITY OF PITTSYLVANIA COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**County IDA**"); the **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**County**"); and **MAKING EVERYTHING POSSIBLE, LLC**, a Virginia limited liability company (the "**Company**");

W I T N E S S E T H :

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. - Recitals. The parties recite the following facts:

a. The parties entered into that certain Local Performance Agreement dated June 14, 2021 (the "**2021 LPA**").

b. Since that time, the economic climate has significantly changed, especially in light of the global CoViD-19 pandemic, and the parties wish to amend the obligations of the Company under the LPA. Instead of having two (2) phases of investment by the Company as provided in the 2021 LPA, there would be a single phase for the creation of a total of forty-five (45) new jobs and the capital investments of at least Six Million Four Hundred Forty Five Thousand and 00/100 Dollars (\$6,445,000.00), under the terms and conditions as more particularly described below.

Section 2. - Definitions. Unless otherwise provided in this Amendment, the terms used in this Amendment shall have the same meaning given to such term in the 2021 LPA. The 2021 LPA, as modified by this Amendment, shall be referred to as the "**LPA**".

Section 3. - Single Phase. The 2021 LPA is hereby amended such that there shall no longer be a Phase I and a Phase II as to the Company's obligations, but that there shall be a single phase of investments by the Company under the LPA. Accordingly, except as otherwise more specifically set forth in this Amendment or where the context requires, all references in the 2021 LPA:

a. to "**Phase I Performance Date**" are hereby revised to "**Performance Period**";

- b. to “**Phase I Start-Up Center**” are hereby revised to “**Start-Up Center**”;
- c. to “**Phase II Production Facility**” are hereby revised to “**Production Facility**”;
and
- d. to “**Phase II Performance Period**” are hereby revised to “**Performance Period**”.

Section 4. - Recitals. Section 1(c) (“**Recitals**”) of the 2021 LPA is hereby replaced in its entirety by the following:

c. The Company has agreed to establish and to operate its business in the City and/or the County and establish a production facility containing at least 30,000 square feet of space in RIFA's Cyber Park or other RIFA industrial park agreed upon by the parties, in a precise location to be determined by RIFA and the Company.

d. During the Performance Period described below, the Company plans to make capital investments to or for the Production Facility of at least Six Million Four Hundred Forty Five Thousand and 00/100 Dollars (\$6,445,000.00) and to create forty-five (45) jobs, with an average yearly base wage of at least Sixty-Two Thousand and 00/100 Dollars (\$62,000.00), as set forth in this Agreement.

Section 5. - The Ground Lease.

a. Section 3(b) of the 2021 LPA. Section 3(b) of the 2021 LPA is hereby amended as follows (*bold double underlined text indicates additions; bold strikeout text indicates deletions*):

b. Ground Lease – Minimum Terms and Conditions. The Company shall execute a Ground Lease with the GL Landlord in a form reasonably acceptable to RIFA; however, the Ground Lease, at a minimum, shall provide the following provisions:

i. **Within one hundred eighty (180) days after the Company's execution of this Agreement, The** ~~the~~ Company and the landlord/sublandlord under the Ground Lease (“**GL Landlord**”), at no direct expense to RIFA, shall cause the construction of the Production Facility building upon the Land on or before the Performance Date. In the event that the City IDA or the County IDA is GL Landlord and the Company is in default of this Agreement and all applicable cure periods, if any, have expired, during the Performance Period, as noticed in writing by RIFA to GL Landlord, the Ground Lease shall immediately terminate.

ii. The term of the Ground Lease shall be fifteen (15) years (the “**GL Term**”), beginning on the date that the Company completes, in

full, its obligations for Capital Investment and New Job creation as set forth in Sections 4(a) and 4(b) below. Such completion in full shall be a condition precedent to the Ground Lease. Monthly base rent shall be ~~equal to the repayment amount of the financing for the Phase II Production Facility, accruing annual interest at no more than four percent (4%) or if no such financing is provided by GL Landlord, One Hundred and 00/100 Dollars (\$100.00); or in the case of a Third Party Developer as the GL Landlord, such other rent~~ agreed upon by the Company and the GL Landlord or Third Party Developer; however, in such case, the monthly base rent shall be structured in such a reasonable manner for the Company to comply with its obligations to make Capital Investment within the Performance Period. ~~In addition to such base monthly rent, the Company shall pay to the GL Landlord a monthly administrative fee of Two Hundred Fifty and 00/100 Dollars (\$250.00).~~

iii. The Company and GL Landlord shall obtain prior written approval from RIFA of (A) the construction plans for the ~~Phase II~~ Production Facility, and (B) the construction schedule that is reasonably calculated to complete the construction and capital expenditures within the Performance Period.

Section 6. - Capital Investment and New Job Creation by the Company.

a. Phase I: Capital Investment and New Jobs. Section 4(a) (“**Phase I: Capital Investment \$8,000,000.00**”) and Section 4(b) (“**Phase I: 8 New Jobs**”) of the 2021 LPA shall no longer apply or be in effect.

b. Phase II References. In Section 4(c) (“**Phase II: Capital Investment \$6,445,000.00**”) of the 2021 LPA, all references to “**Phase II**” are hereby deleted.

c. New Jobs. The first sentence of Section 4(d) (“**Phase II: 37 Additional New Jobs**”) of the 2021 LPA is hereby replaced in its entirety with the following new sentence:

d. 45 New Jobs. The Company shall create and employ a total forty-five (45) New Jobs on or before the Performance Date and shall Maintain these New Jobs until at least the Performance Date.

d. Financial Report. Section 4(e) (“Financial Report”) of the 2021 LPA is hereby amended by deleting the phrase, “of the Phase I Start Up Center and the Phase II”.

Section 7. - Industrial Enhancement Grant. After the first sentence of Section 5(b) (“**\$250,000.00 Danville-Pittsylvania County Industrial Enhancement Grant**”) of the 2021 LPA, the 2021 LPA is hereby amended by adding the following, “This grant shall not be

disbursed in advance of the Company's performance of the requirements of such grant."

Section 8. - Payment of Base Rent. The parties acknowledge and agree that RIFA has fully paid the incentive set forth in Section 5(e) ("**Up to \$75,000.00 Payment of Base Rent for the Lease for the Phase I Start-Up Center**") of the 2021 LPA.

Section 9. - Repayment of Grants for Failure to make the Capital Investment and/or to create and Maintain New Jobs. Section 10(d) of the 2021 LPA is hereby replaced in its entirety with the following new Section (d):

d. Notwithstanding the above or anything herein to the contrary, in the event (i) the Company and RIFA are unable to find a willing and able third party developer to finance the Production Facility, (ii) the City IDA, County IDA and the Company are unable to finance the Production Facility after diligently pursuing any and all reasonable options for financing, and (iii) the Company is not then in default of its capital investment and/or job creation obligations during the Performance Period, any funds received by Company for its capital investment and job creation to date shall not be subject to recapture/reimbursement. Further, such failure to obtain financing for Production Facility shall not be an 'Event of Default' hereunder.

Section 10. - Effect on the 2021 LPA. Except as amended in this Amendment, all other terms, provisions, and conditions of the 2021 LPA shall remain in full force and effect, and the parties ratify and confirm that the 2021 LPA, as amended by this Amendment, is and remains in full force and effect.

[SIGNATURES ARE ON FOLLOWING PAGES.]

WITNESS our signature and seal to this **AMENDMENT TO LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: _____
J. Lee Vogler, Jr. Chairman

(SEAL)

ATTEST:

Susan M. DeMasi
Corporate Secretary
Danville-Pittsylvania Regional Industrial Facility Authority

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ 2022, by **J. LEE VOGLER, JR.**, in his capacity as Chairman of **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **AMENDMENT TO LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

CITY OF DANVILLE, VIRGINIA, a Virginia municipal corporation

By: _____
Kenneth F. Larking
City Manager

(SEAL)

ATTEST:

Susan M. DeMasi
City Clerk
City of Danville, Virginia

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by **KENNETH F. LARKING**, in his capacity as City Manager of **CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **AMENDMENT TO LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

**INDUSTRIAL DEVELOPMENT AUTHORITY
OF DANVILLE, VIRGINIA**, a political
subdivision of the Commonwealth of Virginia

By: _____
T. Neal Morris
Chairman

(SEAL)

ATTEST:

Susan M. DeMasi
City Clerk
City of Danville, Virginia

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ 2023, by **T. NEAL MORRIS**, in his capacity as Chairman of **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **AMENDMENT TO LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

**INDUSTRIAL DEVELOPMENT AUTHORITY
OF PITTSYLVANIA COUNTY, VIRGINIA**, a
political subdivision of the Commonwealth of
Virginia

By: _____
Joey Faucette
Chairman

(SEAL)

ATTEST:

J. Vaden Hunt
Clerk
Pittsylvania County, Virginia

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of
_____ 2023, by **JOEY FAUCETTE**, in his capacity as Chairman of
**INDUSTRIAL DEVELOPMENT AUTHORITY OF PITTSYLVANIA COUNTY,
VIRGINIA**, a political subdivision of the Commonwealth of Virginia, on behalf of such
entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **AMENDMENT TO LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

COUNTY OF PITTSYLVANIA, VIRGINIA, a
political subdivision of the Commonwealth of
Virginia

By: _____
Darrell Dalton, Chairman
Board of Supervisors

(SEAL)

ATTEST:

Kaylyn McCluster
Deputy Clerk
Pittsylvania County Board of Supervisors

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of
_____ 2023, by **DARRELL DALTON**, in his capacity as Chairman of the Board of
Supervisors of **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the
Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **AMENDMENT TO LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

MAKING EVERYTHING POSSIBLE, LLC, a
Virginia limited liability company

By: _____
Philip I. Hart, President

(SEAL)

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by **PHILIP I. HART**, in his capacity as President of **MAKING EVERYTHING POSSIBLE, LLC**, a Virginia limited liability company, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

ITEM: 6.A.
DATE: October 11, 2023
FROM: Michael Guanzon | Legal Counsel to Authority
RE: Consideration of Resolution No. 2023-10-11-6A, approving that certain proposal for Offsite Stream and Wetland Mitigation Solution – Phase I (Conceptual Mitigation Plan) dated September 28, 2023, with HGS, LLC, a Virginia limited liability company and a wholly owned subsidiary of Resource Environmental Solutions, LLC, a Louisiana limited liability company, for offsite stream and wetland mitigation solution services for the Authority’s Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, at a fee not to exceed \$483,000.00 – Brian Bradner, P.E., Vice President, Dewberry Engineers Inc.

SUMMARY

The Board will be asked to approve Resolution 2023-10-11-6A, Approving a Proposal for Offsite Stream and Wetland Mitigation.

ATTACHMENTS

1. Resolution
2. Exhibit A

A RESOLUTION APPROVING THAT CERTAIN PROPOSAL FOR OFFSITE STREAM AND WETLAND MITIGATION SOLUTION – PHASE I (CONCEPTUAL MITIGATION PLAN) DATED SEPTEMBER 28, 2023, WITH HGS, LLC, A VIRGINIA LIMITED LIABILITY COMPANY AND A WHOLLY OWNED SUBSIDIARY OF RESOURCE ENVIRONMENTAL SOLUTIONS, LLC, A LOUISIANA LIMITED LIABILITY COMPANY, FOR OFFSITE STREAM AND WETLAND MITIGATION SOLUTION SERVICES FOR THE AUTHORITY’S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, AT A FEE NOT TO EXCEED \$483,000.00

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the “**Authority**”) is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act, as amended; and

WHEREAS, in connection with Resolution No. 2023-05-08-5H, the Authority, as part of its Southern Virginia Megasite at Berry Hill Master Plan, requires certain wetland mitigation planning for the development of the Authority’s Southern Virginia Megasite at Berry Hill project (the “**SVM**”), located in Pittsylvania County, Virginia, and approved HGS, LLC, a Virginia limited liability company and a wholly owned subsidiary of Resource Environmental Solutions, LLC, a Louisiana limited liability company (collectively, “**RES**”) to submit a proposal for certain environmental mitigation work; and

WHEREAS, the Authority desires to accept that certain Proposal for Offsite Stream and Wetland Mitigation Solution – Phase I (Conceptual Mitigation Plan) dated September 28, 2023 (the “**Proposal**”), with RES, a copy of which is set forth on **Exhibit A**, attached hereto and incorporated herein by this reference, under which RES will provide or cause to be provided certain onsite and offsite stream and wetland mitigation solutions in the SVM; and

WHEREAS, under the Proposal, the services by RES are generally described as “Conceptual Mitigation Plan (Onsite)” at a lump sum fee of \$183,00.00 and “Concept Mitigation Plan (Offsite)” at a lump sum fee of \$300,000.00, for an aggregate lump sum fee not to exceed \$483,000.00 (total fees, collectively, “**RES Proposal Funding**”); and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that RES Proposal Funding is available within a line item titled “**Southern Virginia Megasite at Berry Hill – Funding Other than Bond Funds**”; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, and the improvement of the SVM for the Authority to execute and deliver the Proposal.

NOW, THEREFORE, BE IT RESOLVED, that

Resolution No. 2023-10-11-6A

1. The Authority hereby approves the execution and delivery of the Proposal, subject to the approval by legal counsel to the Authority as to legal form. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, in consultation with the other, to further negotiate and amend the Proposal, on behalf of the Authority, consistent with this Resolution and as approved by legal counsel to the Authority as to legal form, such execution of any such amendments by the Chairman (or Vice Chairman as the case may be) to conclusively establish the approval of any such amendments.

2. Authority hereby authorizes and directs the City Manager Officer, the County Administrator Officer, and the Authority's staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the Proposal, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions; however, such authorization shall be subject to the same approval by legal counsel to the Authority as set forth above.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Proposal and the matters contemplated therein.

4. This Resolution shall take effect immediately upon its adoption.

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on October 11, 2023, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 11th day of October 2023.

SUSAN M. DeMASI, Secretary
Danville-Pittsylvania Regional Industrial
Facility Authority

(SEAL)

Resolution No. 2023-10-11-6A

Exhibit A

(Proposal for Offsite Stream and Wetland Mitigation Solution – Phase I (Conceptual Mitigation Plan) dated September 28, 2023)



1408 Roseneath Road, Suite B
Richmond, VA 23230

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

September 28, 2023

Mr. Lee Vogler, Chairman
Danville – Pittsylvania Regional Industrial Facility Authority (RIFA)
PO Box 3300
Danville, VA 24543
Via Email: BBradner@Dewberry.com

**RE: Offsite Stream and Wetland Mitigation Solution Proposal – Phase I (Conceptual Mitigation Plan)
Southern Virginia Mega Site (SVMS), Danville, VA**

Dear Mr. Vogler:

HGS, LLC, a wholly owned subsidiary of Resource Environmental Solutions, LLC (RES), is a specialty turnkey contractor (Class A Contractor #2705-0809-81) capable of delivering a wide array of ecological projects. RES uses this turnkey approach to meet various regulatory drivers for clients, and this proposal describes cost-effective solutions for a portion of the anticipated stream and wetland mitigation needs for the SVMS, as further described below. We understand this proposal is being funded by a Virginia Business Ready Sites Program (VBRSP) Grant.

RES is a specialist in Permittee Responsible Mitigation (PRM) solutions for large stream and wetland mitigation needs. Not only do we perform customized PRM solutions, but we contractually take on all short-term and long-term success criteria such that all liability is transferred to RES from our client(s) obligations. It is this style of turnkey project that is proposed for the SVMS project, utilizing both onsite and offsite resources. To date, RES has evaluated and is under contract to develop a Conceptual Mitigation Plan (CMP) for Onsite Mitigation. This work was executed on August 9, 2023, via a separate proposal. RES has identified additional (offsite) stream and wetland PRM sites to compensate for all anticipated wetland and stream impacts associated with the Phase 1 SVMS development. It is this work that is proposed herein.

Turnkey Mitigation Solution

RES' turnkey PRM projects result from an in-depth analysis of the watershed with subsequent site visits, stream and wetland assessments, and soil analysis, as necessary, to determine the most cost-effective restoration projects, marked by high credit yields and low construction costs. Once contracted, RES designs and builds the projects in-house, with financial assurances throughout, and perpetual monitoring and maintenance post-construction—all with an up-front, fixed-fee cost.

Turnkey delivery for large credit needs brings our clients cost-effective projects and solutions that meet mitigation demands by respective deadlines, facilitating our client's construction schedules. Importantly, RES is solely responsible for all performance liability and we will assist with permit closeout while providing for the long-term stewardship of each PRM project site.

Offsite Stream and Wetland PRM, SVMS

As authorized in a separate proposal, RES has evaluated onsite streams and wetlands and is currently developing the mitigation planned for those resources which will include stream restoration, stream preservation, and wetland preservation. Onsite potential credit yields are an estimated 9,791 stream mitigation credits and 7.3 wetland credits.

Based on current information provided by Dewberry, Phase 1 of the SVMS project will require up to 33.04 wetland credits and 40,155 stream credits to compensate for the anticipated project impacts. Based on the potential onsite credit yields, additional offsite wetland and stream mitigation will be needed to meet the total mitigation need of the project. RES has identified additional offsite stream and wetland PRM sites to compensate for the additional mitigation need of the SVMS development. The identified PRM sites include a stream mitigation site with the potential to provide approximately 40,719



stream credits and multiple wetland mitigation sites with the potential to provide between 30-35 wetland credits. RES is currently negotiating with these landowners and is close to final resolution on contracts for easement/land acquisition.

Under this proposal, we are proposing to complete all work (feasibility, survey, design, etc.) required to develop a Conceptual Mitigation Plan (CMP) for the Offsite Mitigation in support of the initial Joint Permit Application (JPA) submittal. After CMP completion and acceptance of the conceptual PRM plan by agencies, RES will develop a Final Mitigation Plan (FMP) for the identified offsite stream and wetland mitigation work. Implementation of the final mitigation plan including construction, maintenance and monitoring will be provided under a separate proposal. RES is proposing to invoice monthly on a fixed fee, percent complete, basis.

Table 1. Milestone Payment Schedule

Milestone	Payment Amount	Estimated Date
Conceptual Mitigation Plan (Onsite)	\$183,000.00	Concept Plan - Executed August 2023 Final Mitigation Plan will be determined based on permit application review.
Concept Mitigation Plan (Offsite)	\$300,000.00	Concept Plan - Estimated December 2023 Final Mitigation Plan will be determined based on permit application review.

This pricing is valid if this proposal is signed within 60 days of the date of this proposal.

Closing

In closing, RES sincerely thanks you for your consideration of this proposal. I will be available to answer any follow-up questions in person or otherwise. We sincerely hope to work with you and the Authority in this endeavor.

Sincerely,

Rick Atkinson

General Manager, Mid-Atlantic

RES | res.us

D: 804.729.8989 | M: 804.389.9122



Accepted By: _____ Date: _____

Printed Name: _____ Title: _____

ITEM: 6.B.
DATE: October 11, 2023
FROM: Matt Rowe | Pittsylvania County Director of Economic Development
RE: Consideration of Resolution No. 2023-10-11-6B, approving Amendment No. 37-A, dated September 27, 2023, with Dewberry Engineers Inc., a New York corporation, for engineering services related to the Mega Park Master Plan Southern Virginia Megasite at Berry Hill, to provide services relating to a new Joint Permit Application for the Authority's Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia, at a lump sum fee of \$164,000.00– Mr. Bradner and Matthew D. Rowe, Director of Economic Development, Pittsylvania County

SUMMARY

The Board will be asked to approve Resolution 2023-10-11-6B approving Amendment No. 37-A with Dewberry.

ATTACHMENTS

1. Resolution
2. Exhibit A

A RESOLUTION APPROVING AMENDMENT NO. 37-A, DATED SEPTEMBER 27, 2023, WITH DEWBERRY ENGINEERS INC., A NEW YORK CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE MEGA PARK MASTER PLAN SOUTHERN VIRGINIA MEGASITE AT BERRY HILL, TO PROVIDE SERVICES RELATING TO A NEW JOINT PERMIT APPLICATION FOR THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, AT A LUMP SUM FEE OF \$164,000.00

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the “**Authority**”) is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act, as amended; and

WHEREAS, the Authority’s contracted engineers, Dewberry Engineers Inc., a New York corporation (“**Dewberry**”), are providing engineering services for the development of the Authority’s Southern Virginia Megasite at Berry Hill (the “**SVM**”); and

WHEREAS, Dewberry has presented that certain Amendment No. 37-A, dated September 27, 2023 (“**Amendment No. 37-A**”) to Contract dated February 9, 2009, a copy of such amendment is attached as **Exhibit A**, incorporated herein by this reference, under which Dewberry will provide or cause to be provided certain professional engineering services for relating to a new Joint Permit Application for the SVM; and

WHEREAS, under Amendment No. 37-A, the professional services by Dewberry are generally described as “**Amended State Surface Waters Determination**”, “**Surface Water Delineation (portions of Lots 10, 11 and 12)**”, and “**Joint Permit Application (JPA) Update, Review, and Submission**” at a lump sum fee of \$164,000.00 (“**Amendment No. 37-A Funding**”); and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that Amendment No. 37-A Funding is available within a line item previously approved by the Authority as “**Southern Virginia Megasite at Berry Hill – Funding Other than Bond Funds**”; and

WHEREAS, the Authority has hereby determined, in open session, that Amendment No. 37-A, in furtherance of the development and marketing of the SVM, serves the purpose of the Authority to enhance the economic base of the County of Pittsylvania, Virginia (the “**County**”) and the City of Danville, Virginia (the “**City**”) by developing, owning, and operating the SVM on a cooperative basis involving the County and the City, and that it is in the best interests of the Authority and the citizens of the County and the City for the Authority to authorize and approve the negotiation, execution and delivery of Amendment No. 37-A, as applicable, consistent with this Resolution and subject to the approval by legal counsel to the Authority as to legal form.

NOW, THEREFORE, BE IT RESOLVED, that:

1. The Authority hereby approves negotiation, execution and delivery of Amendment No. 37-A, subject to the approval by legal counsel to the Authority as to legal form. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, in consultation with the other, to further negotiate and amend Amendment No. 37-A, on behalf of the Authority, consistent with this Resolution and as approved by legal counsel to the Authority as to legal form, such execution of any such amendments by the Chairman (or Vice Chairman as the case may be) to conclusively establish the approval of any such amendments.

2. Authority hereby authorizes and directs the City Manager Officer, the County Administrator Officer, and the Authority's staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by Amendment No. 37-A, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions; however, such authorization shall be subject to the same approval by legal counsel to the Authority as set forth above.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to Amendment No. 37-A and the matters contemplated therein.

4. This Resolution shall take effect immediately upon its adoption.

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on October 11, 2023, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 11th day of October 2023.

SUSAN M. DeMASI

Secretary, Danville-Pittsylvania Regional Industrial
Facility Authority

(SEAL)

Resolution No. 2023-10-11-6B

Exhibit A

(Amendment No. 37-A)

September 27, 2023

Mr. Lee Vogler
Chairman
Danville-Pittsylvania Regional Industrial Facility Authority (RIFA)
P.O. Box 3300
Danville, Virginia 24543

**RE: Amendment #37-A for Engineering Services Related to the Mega Park Master Plan
Southern Virginia Megasite at Berry Hill – Joint Permit Application (JPA)**

Dear Chairman Vogler,

Dewberry Engineers Inc. (Dewberry) appreciates the opportunity to assist the Danville-Pittsylvania Regional Industrial Facility Authority (RIFA) with continued due diligence and marketing of the Southern Virginia Megasite at Berry Hill (SVMS). Based on our recent discussions with the Virginia Department of Environmental Quality (DEQ), it is recommended a new Joint Permit Application (JPA) be completed and submitted for proposed development at SVMS; specifically development of the Megasite Lot (700 acres±). We understand the additional services described within will be funded through a Virginia Business Ready Sites Program (VBRSP) Grant.

SCOPE OF SERVICES

Dewberry proposes to provide the following Scope of Services:

1. Amended State Surface Waters Determination (SSWD)

Dewberry will prepare an amended SSWD for the SVMS in general accordance with guidance issued in a memorandum from the Virginia Department of Environmental Quality (DEQ) dated June 29, 2023, attached. This guidance was issued in response to the United States Supreme Court's "Sackett" case decision issued May 2023. The Court's decision reduces the amount of surface waters federally regulated. At this time, the U.S. Army Corps of Engineers (Corps) has not issued clear regulatory guidance following the Sackett decision. Previously RIFA received a SSWD from DEQ on September 20, 2021. While this SSWD remains valid through September 20, 2026, DEQ recommends an amended SSWD (post Sackett) be prepared. The new SSWD request will include maps that clearly identify which surface waters (wetlands & streams) are state-only regulated based on current guidance from DEQ and Corps. The amended SSWD will be certified by a Virginia licensed Professional Wetland Delineator (PWD), include completed DEQ Surface Water(s) Determination Request Form (attached) and submitted to DEQ for consideration and approval.

Previously completed field delineations, reports, surveys, assessments, etc. will be utilized to support the amended SSWD request. Except as described in scope item #2 below for additional work on lots 10, 11 and 12, it is assumed no additional field delineation of surface waters or completion of DEQ Stream Identification Field Data Forms will be required. DEQ may determine a site visit is necessary to confirm the delineation. If required, Dewberry will coordinate an onsite meeting with DEQ representatives.

2. Surface Water Delineation (portions of Lots 10, 11 and 12)

RES is currently assisting RIFA in planning Permittee-Responsible Mitigation (PRM) to compensate for potential impacts to regulated surface waters at the SVMS. The southern portions of lots 10, 11, and 12 (228 acres±) been identified as on-site areas suitable for PRM. These areas are not included in delineations previously approved by DEQ and the Corps. Dewberry will delineate surface waters within the areas of lots 10, 11, and 12 located south of the Norfolk Southern railway and north of the Dan River. The work will be completed in general accordance with the 1987 Corps of Engineers Wetland Delineation Manual. Field indicators of hydrophytic vegetation, hydric soils, and wetland hydrology will be observed and recorded to generally determine the approximate wetland boundaries within the investigation areas. Corps data forms will be completed to characterize each type of wetland community based upon guidance set forth in the USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountain and Piedmont Region (Version 2.0).

Delineation of surface waters other than wetlands (streams, open water, etc.) will be supported by the recently released DEQ SSWD guidance. DEQ Stream Identification Field Data Forms will be completed to document state jurisdictional delineated features. Previously completed field delineations, reports, surveys, assessments, etc. will be utilized to complete the delineation.

To support the classification of onsite streams, Dewberry will utilize the North Carolina Division of Water Quality (DWQ) Identification Methods for the Origins of Intermittent and Perennial Streams Version 3.1. The methods described in the manual will allow field evaluation of geomorphic, hydrological and biological stream features to assist with distinguishing between ephemeral, intermittent and perennial streams. Data will be recorded on the NC DWQ Stream Identification Form Version 4.11.

The boundaries of the delineated areas will be flagged in the field and located using a Trimble Geo 7x handheld Global Positioning System (GPS) device.

A delineation report will be prepared detailing the results of the field investigation. The report will consist of a summary of the field delineation, map exhibit(s), field data sheets, stream ID forms and a photographic log. The report will be certified by a Virginia licensed Professional Wetland Delineator (PWD) and submitted to the Corps and DEQ for review. These areas of lots 10, 11, and 12 (228 acres±) will be included in the amended SSWD described in scope item #1. The Corps and DEQ may determine a site visit is necessary to confirm the delineation. If required, Dewberry will coordinate an onsite meeting with Corps and/or DEQ representatives.

3. Joint Permit Application (JPA) Update, Review, and Submission

Dewberry will prepare a complete Joint Permit Application (JPA) for proposed permanent and temporary impacts to regulated surface waters necessary to develop the Megasite Lot (700 acres±) at SVMS. The JPA will be submitted to the Virginia Marine Resources Commission (VMRC) who will distribute the application for review to the appropriate regulatory authorities having jurisdiction including the Corps and DEQ. The JPA will be prepared in general accordance with the DEQ Virginia Water Protection (VWP) Individual Permit Complete Application Checklist 3 (attached). An updated market study is in progress by others and scheduled to be completed by November 30, 2023. Results of the market study will be utilized to support the JPA.

Mitigation for project impacts is proposed to occur through Permittee-Responsible Mitigation (PRM) currently under development by RES. To determine the amount of compensation needed for unavoidable stream impacts, Dewberry will utilize the United Stream Methodology (USM). Findings from previously prepared and recently updated cultural resources and threatened and endangered species reports will be utilized. Dewberry will summarize the results of the impact analysis in both

narrative and tabular formats and submit the application package to the Virginia Marine Resources Commission (VMRC). The VMRC will distribute the application for review to the appropriate authorities having jurisdiction including the Corps and DEQ.

Inter-agency Review and Coordination: Once submitted it is anticipated the JPA review process will last approximately 120 days. Dewberry will attend and coordinate up to two (2) meetings with the Corps and DEQ to review the Project prior to submitting the permit application. Additional information requests are often the result of the public comment period. Included in this task are two (2) post application meetings with the Corps and DEQ and two (2) post application submissions or responses to minor information requests received from agency comments.

4. Preliminary Plans

Based on results of the market study, preliminary plans, sufficient to meet minimum requirements of the JPA, will be prepared for a large, graded pad area on the Megasite Lot (700 acres±). The plans will identify locations of proposed improvements and limits of proposed impacts to regulated surface waters. The preliminary plans will include:

- Existing Conditions Plan
- Overall Grading Plan
- Detailed Grading Plan (multiple sheets)
- Selected cross-sections
- Stormwater Management Plan

FEE

Dewberry will provide the tasks listed above in the Scope of Services for a Lump Sum fee of \$164,000.

SPECIAL CONDITIONS AND QUALIFICATIONS

1. Dewberry will process any plan, plat, report, or other submittals subject to this proposal/contract in a professional and timely manner; however, Dewberry makes no representations or warranties with respect to the length of time required for the review and approval of any plan, plat, study, waiver and other submittals by the reviewing authorities and entities, public or private. Any schedules required by the Client and prepared by Dewberry are prepared strictly with the understanding that such schedules are based on prior experience and are prepared for planning purposes as information only for the convenience of the Client are subject to change.
2. This proposal is based upon our current understanding of local, state, and federal requirements and regulations at the time of this proposal and our understanding of the project as described herein. Any modifications to these requirements and regulations, or other requirements not provided for herein that require additional services will be performed by Dewberry on a negotiated fee basis.
3. This proposal is subject to the terms, provisions, and conditions of our current Agreement for Professional Services to develop the Berry Hill property, dated February 9, 2009, shall remain in full force and effect, except as amended in this proposal, and the parties ratify and confirm that the Agreement for Professional Services to develop the Berry Hill property, dated February 9, 2009, as amended by this proposal, is and remains in full force and effect.
4. Dewberry shall timely pay for all subcontractor and/or subconsultant services or materials and shall keep the SVMS land free from mechanics', materialmen's, and/or other laborers' liens as a result of any services performed by or on behalf of Dewberry on any portion of the SVMS during the performance of the Scope of Work provided in this Amendment #37. In the event that any such lien is

filed against any portion of the SVMS from the Scope of Services, Dewberry agrees within thirty (30) days after receipt by Dewberry of notice of such lien, to either (a) pay to such lien claimant such sums as are necessary to release such lien in full, or (b) if Dewberry desires to contest all or any portion of such lien, to post bond before a court of competent jurisdiction sufficient to release such lien of record.

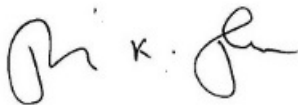
5. Dewberry shall cause all permitted subcontractors and/or subconsultants to enter into a confidentiality or non-disclosure agreement satisfactory to RIFA regarding the subcontractor and/or subconsultant services and materials, along with the information learned about the property arising out or during the performance of such services. Executed copies of such confidentiality or non-disclosure agreement shall be delivered to RIFA prior to any subcontractor and/or subconsultant commencing any work.

EXCLUSIONS

- Construction documents
- Detailed stormwater management design
- PRM mitigation plans
- Professional Land Surveying
- Permit application fees
- Mitigation fees and/or purchase of mitigation credits.
- Environmental Impact Statement (EIS)
- Environmental Impact Review (EIR)
- Environmental Justice Studies
- Noise Study
- Water chemistry and biological surveys.
- Wetland functional analysis
- Water Quality Impact Assessment
- Floodplain Studies

We appreciate the opportunity to submit this contract amendment and look forward to continuing to work with you on this project. Please do not hesitate to call if you have questions or wish to discuss the proposal further. The return of an executed copy of this proposal will serve as our authorization to proceed. We are prepared to begin work immediately.

Sincerely,



Brian K. Bradner, PE
Vice President | Business Unit Manager



Shawn R. Harden, PE
Senior Associate

cc: Carolyn A. Howard, PE, Senior Associate, Dewberry

P:\50018376\Adm\Contract\2023.09.27-Amendment 37A JPA.docx

Attachments: Attachment A – Memorandum from DEQ dated June 29, 2023
Attachment B – DEQ Surface Water(s) Determination Request Form
Attachment C - DEQ VWP Individual Permit Complete Application Checklist 3

The foregoing Contract Amendment of Dewberry Engineers Inc. is accepted:

Print (Type) Individual, Firm, or Corporate Name

Signature of Authorized Representative Date

Print (Type) Name of Authorized Representative and Title

ATTACHMENT A



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218

(800) 592-5482 FAX (804) 698-4178

www.deq.virginia.gov

Travis A. Voyles
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director
(804) 698-4020

MEMORANDUM

To: Stakeholders in the Commonwealth of Virginia

From: Mike Rolband

A handwritten signature in blue ink, appearing to read "M. Rolband".

Date: June 29, 2023

Re: Recent Supreme Court Decision *Sackett v. Environmental Protection Agency (EPA)* -
Effect in Virginia and How to Move Forward Without Economic Dislocation

Background:

On May 25, 2023, the United States Supreme Court issued its decision in the case titled *Sackett v. Environmental Protection Agency (Sackett)*. The opinion reduces the number of wetland acres that are protected under the federal Clean Water Act (CWA). The Court determined that the jurisdiction of the CWA "extends only to those wetlands with a continuous surface connection to bodies that are waters of the United States in their own right, such that they are indistinguishable from those waters." Although the opinion speaks to what wetlands are protected by the CWA, there is language that also appears to exclude smaller waterbodies, such as intermittent streams and tributaries of traditionally navigable waters, from CWA protection.

In contrast to the CWA, Virginia has a very broad and comprehensive statutory definition of state waters. Since at least 1968, state waters have been defined to include "all water, on the surface and under the ground, wholly or partially within or bordering the [Commonwealth] or within its jurisdiction." This definition was expanded in 2000 to include "all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands." Virginia law prohibits excavating, filling, draining, or other activities that cause significant alteration or degradation of existing wetland acreage or functions without a permit.

Since 2001, Virginia has regulated activities in surface waters (i.e., wetlands and streams) through the Virginia Water Protection Permit (VWPP) program. These permits require avoidance and minimization of wetland impacts to the maximum extent practicable and

compensation for any unavoidable loss of wetland functions. Neither the State law nor the VWPP regulation is affected by the *Sackett* decision.¹

EPA and Corps Status:

At this time, the Department of Environmental Quality (DEQ) does not know how the U.S. Army Corps of Engineers (Corps) and U.S. Environmental Protection Agency (EPA) will implement the *Sackett* decision in permitting and delineation boundary decisions. We anticipate that there may be new federal guidance, checklists, field procedures, regulations and other information made public in the future. On May 26, 2023, the Corps Headquarters website stated only that “the agencies [the Corps and EPA] will interpret the phrase “waters of the United States” consistent with the Supreme Court’s decision in *Sackett*. The agencies continue to review the decision to determine next steps.”

Moving Forward in Virginia:

One of the immediate issues of concern is whether permit applications and jurisdictional determinations will be processed by the Corps in a timely, predictable, and consistent manner. The Norfolk District of the Corps has advised that permit applications may still be submitted with delineations, although it cannot provide a timeline for permit and delineation confirmation decisions. Also on May 25, 2023, independent from the *Sackett* decision, the Norfolk District of the Corps published a notice of its intended prioritization of jurisdictional determinations and confirmations of delineations of aquatic resources. The Corps’ public notice can be found at: <https://www.nao.usace.army.mil/Media/Public-Notices/Article/3402545/notification-to-the-public-of-changes-to-the-districts-regulatory-program-pract/>.

Virginia regulations ([9VAC25-210-80\(B\)\(1\)\(h\)\(5\)](#)) require a delineation map depicting all surface waters, including wetlands, identified on the project site using accepted Corps methodologies ([9VAC25-210-45](#)) for an application to be complete. Historically, DEQ and the Corps have coordinated on the review of delineations. The Virginia State Water Control Law ([62.1-44.15:21\(C\)](#)) allows DEQ to make its own State Surface Water Determinations (SSWDs) using accepted Corps field methods, or DEQ may accept a Corps confirmation. In many cases, the Corps’ boundary confirmation will suffice for DEQ’s permitting activities. DEQ will continue to accept delineation confirmations from the Corps, such as Preliminary Jurisdictional

¹ The Chesapeake Bay Preservation Area Designation and Management Regulations also do not use or rely on the jurisdictional language applicable to the CWA. In the Regulations there is a reference to the CWA in the Regulation’s definition for “non-tidal wetlands” as “those wetlands other than tidal wetlands that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, as defined by the U.S. Environmental Protection Agency pursuant to § 404 of the federal Clean Water Act in 33 CFR 328.3b.” (9 VAC 25-830-40)

The Court’s *Sackett* decision does not affect the definition of Resource Protection Areas (RPAs) and Resource Management Areas (RMAs) as defined in the Chesapeake Bay Preservation Act and associated regulations. The Chesapeake Bay Preservation Act’s implementing regulations provide that some wetlands are components of the RPA and some are components of the RMA. The geographic extents of these wetland components are independent of federal jurisdictional determinations. In *Sackett* the Court was considering a question of jurisdiction, specifically, which wetlands were subject to the CWA and not the definition of wetlands. Indeed, the Court maintained the factual finding that there are wetlands on the plaintiff’s property, just not wetlands subject to the CWA.

Determinations (PJDs) and Approved Jurisdictional Determinations (AJDs). Additionally, for projects that can be authorized under the State Programmatic General Permits (SPGPs), applicants can use the Preliminary Screening Process available on the Norfolk District website: <https://www.nao.usace.army.mil/Missions/Regulatory/RBregional.aspx> prior to application submittal.

However, for projects that receive a delineation confirmation of limited geographic extent, or no delineation confirmation from the Corps, DEQ also will continue to use the SSWD process. In response to *Sackett* and the uncertainty around the Corps' field implementation of the *Sackett* decision, when a SSWD request is submitted by a Professional Wetland Delineator (PWD)² using Attachment 1 of this letter, DEQ will strive to review each SSWD request within 30 days - which may involve field review. DEQ will also continue to accept SSWD requests from individuals who are not certified PWDs, but DEQ cannot provide a time frame on how long that review will take. The SSWD may be relied upon for DEQ permitting purposes. As workload permits, a portion of all delineations will be randomly selected for review in the field for Quality Control with the consultant who did the work. The Corps and other local, state or federal agencies may or may not accept DEQ's SSWD for their purposes.

Due to an unknown number of Nationwide Permit requests that will now become VWPP General Permits, DEQ expects an increase in workload. Similarly to the Corps, projects with minimal impact to the environment will have limited levels of review, with randomly-selected projects subject to additional scrutiny for Quality Assurance purposes.

It is our current understanding that the Norfolk District of the Corps will process permit applications during this period of uncertainty in cooperation with DEQ in accordance with the process outlined above. Since the wetlands and/or streams and other water bodies regulated by the Corps will likely be a subset of DEQ's geographic extent of state waters, we believe this should avoid project delays. However, if challenges to Corps jurisdictional areas are necessary, the 404 portion of the permit process controlled by the Corps could be delayed. DEQ, however, will make every effort to continue its VWPP process.

Importantly, the *Sackett* decision does not affect any mitigation requirements in existing and future VWPP permits.

Our goal is straightforward: *healthy state and local economies and healthy waterways are integrally related; balanced economic development and water quality protection are not mutually exclusive.*

Please contact Dave Davis at (804) 698-4105 or Dave.Davis@deq.virginia.gov if you have any questions or need additional assistance.

² The Department of Professional and Occupational Regulation (DPOR) certifies PWDs in Virginia. DPOR estimates that there are 118 PWDs in Virginia, with over 100 PWDs in the private sector.

Attachment 1: Complete Delineation Report Requirements

The Virginia Water Protection Permit Program Regulation requires that *wetland* boundaries will be determined in accordance with the U.S. Army Corps' of Engineers (Corps) 1987 Wetland Delineation Manual and any regional supplements approved for use by the Corps. Two [regional supplements](#) are currently in use in Virginia: the Atlantic and Gulf Coastal Plain Supplement, generally used east of Interstate 95, and the Eastern Mountains and Piedmont Supplement, generally used west of Interstate 95.

The wetland delineation manual and supplements are methods to determine wetland boundaries and are not used to identify stream channels or other surface waters. Delineations for other surface waters are to be conducted in accordance with applicable DEQ/Corps guidance or policy. Note that wetland delineations provide only the *geographic* extent of wetlands on the site; the *jurisdictional* extent will depend on each agency's independent statutory and regulatory authority, policies and guidance.

Delineations for surface waters other than wetlands (streams, open water, etc.) shall take into consideration the location of an ordinary high-water mark, if present. Please use the DEQ Stream Identification Field Data Form (below) to delineate state surface waters other than wetlands.

The State Surface Waters Determination (SSWD) request involves review of a Final Delineation Report, including maps, field data sheets, and the SSWD checklist (<https://www.deq.virginia.gov/home/showpublisheddocument/16312/638012658327670000>), to determine whether all necessary information has been provided. If all the information requirements are complete, DEQ will review the SSWD request using appropriate desktop review methods and online resources and issue a written State Surface Waters Determination (SSWD). In many cases, DEQ's desktop verification and written SSWD will complete the final delineation boundary confirmation process. In some cases, DEQ may schedule a site visit to field verify the state waters delineation. Instances where field verification may be scheduled include, but are not limited to, situations where:

1. DEQ has concerns with inconsistencies observed between the Final Delineation Report, including map(s) and photographs, and DEQ's desktop analysis
2. DEQ has concerns with delineation data sheets/Stream ID forms that appear to lead to a different conclusion from that made in the Final Delineation Report

All field verifications require a signed Property Access Agreement before a field visit can be scheduled. The Property Access Agreement can be found at the end of the SSWD Request Checklist.

For the purposes of this voluntary prioritized review, a complete delineation report includes:

1. Identification of who conducted the delineation, their qualifications, and PWD certification number; the date(s) of the site visit(s); recent weather conditions within approximately two weeks prior to, as well as during, the delineation field work
2. Discussion of delineation methods used (i.e., routine, comprehensive, atypical, or problem areas), and the reasons for any deviation from accepted methods and standards

3. A vicinity map with the subject site outlined showing the project location and text identifying the street address, latitude/longitude, and any other location information necessary to identify the project site
4. General description of the project vicinity and project site, and a summary of precipitation information that may affect the report's conclusions
5. Findings from all desktop sources reviewed, including all figures, photographs, and screenshots with the project site location clearly outlined, a scale, a north arrow, and legend
6. Photographs, appropriately labeled with date/time stamps, and georeferenced
7. Field conditions and observations, including hydric soils, wetland hydrology, and hydrophytic vegetation data presented on wetland field data sheets (using the appropriate Corps Regional Supplement); stream bed, stream bank, and ordinary high water mark data presented on stream identification data sheets (see attachment)
8. All completed field data forms for the project site, and corresponding to sample point geolocations identified on one or more mapping resources in the report
9. Cowardin Classification of field observed wetlands, and discussion of any deviation from desktop sources
10. Other relevant information that supports the PWD decision on the state surface water/upland boundary
11. A narrative description of results and conclusions, including a thorough description of all state surface waters, including isolated wetlands (if any); characteristics and acreage of each wetland and non-wetland area; characteristics and linear footage of each stream; consistency of the field observations with the desktop resources; and, if applicable, the possible reasons for any inconsistencies between field observations and desktop resources
12. References and sources for all information used
13. Final Delineation Map, georeferenced to the parcel boundary, at a scale no larger than one-inch equals four hundred feet (1" = 400'), which depicts all delineated and surveyed state surface water boundaries on the project site. Survey accuracy shall be sub-meter or better.
14. Certification statement

All Final Delineation Reports submitted to DEQ by certified PWDs shall include the following statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Professional Name: _____

Certification No.: _____

Signature: _____

Date: _____

DEQ Stream Identification Field Data Form

Project/Site: _____ City/County: _____ Date: _____

Applicant/Owner: _____

Investigator(s): _____

Landform (hillslope, terrace, etc.): _____

Local relief (concave, convex, none): _____ Slope (%): _____

Lat: _____ Long: _____ Datum: _____

SUMMARY OF FINDINGS – Attach site map showing sampling point locations within and upstream of the head of the stream.

Stream bed present: ☐ Yes ☐ No

Stream bank present: ☐ Yes ☐ No

OHWM present: ☐ Yes ☐ No

Stream Identified: ☐ Yes ☐ No

Site overview from remote and online resources.

Check boxes for online resources used to evaluate site:

- | | |
|--|---|
| ☐ Gage data | ☐ LIDAR |
| ☐ Regional Curve Data | ☐ Soil Survey |
| ☐ Climatic data | ☐ Topographic Maps |
| ☐ Aerial photos | ☐ Other |

Describe land use and flow regime conditions from online resources. **Were there any recent extreme events (flooding or drought)?**

Check the boxes next to the field indicators used in stream determination:

Geomorphic Indicators:

☐ **Channel Bank Features**

- ☐ Natural line impressed on bank (above or below bankfull)
- ☐ Undercut bank
- ☐ Break in slope (on bank or at valley bottom)
- ☐ Continuous bed and bank
- ☐ Shelving (Top of bank, natural levee, or other)
- ☐ Clear bankfull storm event indicators present

☐ **Channel Bars**

- ☐ Shelving (on bar)
- ☐ Unvegetated (on bar)
- ☐ Vegetation transition (on bar)
- ☐ Sediment transition or sorting (on bar)
- ☐ Upper limit of deposition (on bar)

☐ **Channel Bed / Bedload Transport Evidence**

- ☐ Depositional (deposited sediment, lateral bars, mid channel bars, etc.)
- ☐ Bedform features (riffle, pool, steps, etc.)
- ☐ Erosional (scour, smoothing, etc.)
- ☐ Secondary channel (lateral or parallel along the same valley or floodplain)
- ☐ Evidence of thalweg
- ☐ Headcuts (with other evidence)
- ☐ Hydric soil development (changes in the character of soil)
- ☐ Mudcracks (found within an unvegetated flow path/channel)
- ☐ Changes in particle-size distribution (sediment sorting)

Vegetation Indicators:

☐ **Change in Vegetation Type / Density**

- ☐ Vegetation absent (channel bed)
- ☐ Vegetation matted down or bent (channel bed or bars)
- ☐ Exposed roots below intact soil layer (channel banks)
- ☐ Destruction of terrestrial vegetation (channel banks, top of bank, etc.)
- ☐ Change in plant community (transition from channel bed to floodplain)

Ancillary Indicators:

- ☐ Wracking/presence of organic litter (along channel banks or floodplain)
- ☐ Presence of obstacle marks (i.e. erosion/sedimentation around large obstacles in flow path)
- ☐ Leaf litter disturbed or absent
- ☐ Water staining
- ☐ Weathered clast or bedrock
- ☐ Deposited sediment within leaf pack (floodplain)

Other observed Indicators and/or additional observations?

Describe rationale for location of stream and provide supporting evidence for stream identification:

Note: Please refer to the "USACE 2022 National OHWM Field Delineation Manual for Rivers and Streams: Interim Version" at <http://dx.doi.org/10.21079/11681/46102> for detail on terminology.

DEQ Surface Water(s) Determination (SWD) Request Form

This form is for requesting a determination of the absence or presence of surface water(s) under Virginia jurisdiction on the subject property (§ 62.1-44.3 of the Code of Virginia and 9VAC25-210-10). Please supply the following information and supporting documents described below. Submitting this request authorizes DEQ to field inspect the property site, if necessary, to conduct a State Surface Water Determination. Please note that all property owners' signatures are required on the Virginia Water Protection Permit Program Property-Access Agreement located at the end of this document.

Property Location and Information:

Provide the physical street address, nearest street, or nearest route number; city or county; zip code; and if applicable, parcel number of the site or sites.

Property Owner Contact Information:

Property Owner Name:

Mailing Address:

City: State: Zip:

Telephone:

E-mail Address:

Date of Request:

If the person requesting the Jurisdictional Determination is **NOT** the Property Owner, please also supply the Requestor's contact information here:

Requestor Name:

Mailing Address:

City: State: Zip:

Daytime Telephone:

E-mail Address:

Date of Request:

Site Information: (Check all that are included)

☐ Property Location Map

☐ U.S. Geological Survey map(s)

- ☐ Delineation map including wetlands, open waters, and stream channels. The map must clearly show the subject property limits and identify the location of wetland data points and stream observation points. The table of state surface waters, including Cowardin classification, and quantification as recommended in the associated excel spreadsheet shall be depicted on the map sheets. (Unless specifically approved by DEQ, this information is required)
- ☐ Previous mapping and supporting information. If the U.S. Army Corps of Engineers has verified the map and report, provide a copy of the Corps verification letter.
- ☐ Wetland Determination Data Sheets and supporting photographs
- ☐ Stream assessment forms and supporting photographs (ex.: NC Stream Assessment Method, Fairfax stream assessment methodology, VA Ephemeral Stream Indicator Form)
- ☐ USGS 8 and 12 digit HUC maps
- ☐ USGS National Hydrography Dataset
- ☐ Natural Resources Conservation Service Soil Survey Information
- ☐ National Wetlands Inventory mapping
- ☐ FEMA/FIRM maps
- ☐ Aerial Photographs
- ☐ Other Photographs
- ☐ Other Information: *(Ex: Copy of the property plat, Google Earth .kmz file with subject property limits, ArcGIS Shape files if available.)*
- ☐ Information related to potential exclusions from permitting as necessary

Agent Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I hereby certify that this SWD Request identifies all wetlands, open waters, stream channels, or other surface waters on the subject property:

Authorized Signature: _____

Print Name: _____

VA PWD#: _____

Phone: _____

Date: _____

Email: _____

Property Access Agreement

[PROPERTY OWNER NAME] ("Owner") who owns the property located at [ADDRESS and/or DEED BOOK INFORMATION and/or TAX PARCEL #] ("Property") hereby authorizes the Department of Environmental Quality, its employees, agents, and contractors ("Authorized Parties") the right and privilege to enter on the Property for the purpose of performing a surface waters determination from [DATE TO DATE].

Access to the Property will be conducted in the following manner:

1. The Authorized Parties will notify the Owner in writing at least 48 hours before entering the Property, except during an emergency. Access is limited to regular business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.) unless an emergency requires an immediate response.
2. In exercising its access privileges, the Authorized Parties will take reasonable steps not to interfere with the Owner's use of the Property.
3. Owner ensures that the Authorized Parties will be granted access to the Property for the purposes set forth in this Agreement and will not interfere with the installation, maintenance, operation, or removal of equipment.
4. Upon termination of this property access agreement, all materials and equipment owned by the Authorized Parties shall be removed from the Property and the Property will be restored as reasonably as possible, to the condition it was in at the time this agreement was executed.
5. The Authorized Parties hereby indemnify and hold Owner harmless from any and all claims or causes of action arising out of or related to the acts or omissions of the Authorized Parties in connection with the performance of activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Property, or any employee or agent of Owner.
6. The availability of any potential recovery against the Authorized Parties for claims asserting personal injuries or property damage arising out of this Agreement shall be determined in accordance with law. Nothing in this Agreement shall constitute a waiver of the sovereign immunity of the Commonwealth of Virginia.

The Owner understands that this is a voluntary agreement and the Authorized Parties acknowledge that this property access agreement does not constitute a grant of any permanent easement. The Owner reserves the right to revoke this agreement by sending written notice to DEQ at least 30 days in advance of the termination.

<u>Property Owner</u>
Print Name:
Sign Name:
Date:

Submit the completed form and supporting documents via email to the appropriate DEQ Regional Office listed below. A DEQ Project Manager will contact the Requestor to coordinate a State Surface Water Determination for the project area.

Northern Regional Office (703) 583-3800 13901 Crown Court Woodbridge, VA 22193

Counties: Arlington, Caroline, Culpeper, Fairfax, Fauquier, King George, Loudoun, Madison, Orange, Prince William, Rappahannock, Spotsylvania, Stafford, Louisa

Cities: Alexandria, Falls Church, Fairfax, Fredericksburg, Manassas, Manassas Park

vwp.nro@deq.virginia.gov

Piedmont Regional Office (804) 527-5020 4949-A Cox Road Glen Allen, VA 23060

Counties: Amelia, Brunswick, Charles City, Chesterfield, Dinwiddie, Essex, Gloucester, Goochland, Greenville, Hanover, Henrico, King and Queen, King William, Lancaster, Mathews, Mecklenburg, Middlesex, New Kent, Northumberland, Nottoway, Powhatan, Prince Edward, Prince George, Richmond, Surry, Sussex, Westmoreland

Cities: Colonial Heights, Emporia, Hopewell, Petersburg, Richmond

pro.vwpcpliance@deq.virginia.gov

Blue Ridge Regional Office - Roanoke (540) 562-6700 3019 Peters Creek Parkway Roanoke, VA 24019

Counties: Alleghany, Amherst, Appomattox, Bedford, Botetourt, Buckingham, Campbell, Charlotte, Craig, Cumberland, Floyd, Franklin, Giles, Halifax, Henry, Montgomery, Patrick, Pittsylvania, Pulaski, Roanoke

Cities: Bedford, Clifton Forge, Covington, Danville, Lynchburg, Martinsville, Radford, Roanoke, Salem

jesse.roberts@deq.virginia.gov

Southwest Regional Office (276) 676-4800, 355 Deadmore Street, Abingdon, VA 24210

Mailing address: P.O. Box 1688, Abingdon, VA 24212

Counties: Bland, Buchanan, Carroll, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise, Wythe

Cities: Bristol, Galax, Norton

david.nisheda@deq.virginia.gov

Tidewater Regional Office (757) 518-2000, 5636 Southern Blvd, Virginia Beach, VA 23462

Counties: Accomack, Isle of Wight, James City, Northampton, Southampton, York

Cities: Chesapeake, Franklin, Hampton, Newport News, Norfolk, Portsmouth, Poquoson, Suffolk, Virginia Beach, Williamsburg

vwp.tro@deq.virginia.gov

Valley Regional Office (540) 574-7800, 4411 Early Road, Harrisonburg, VA 22801

Counties: Albemarle, Augusta, Bath, Clarke, Fluvanna, Frederick, Greene, Highland, Nelson, Page, Rockbridge, Rockingham, Shenandoah, Warren

Cities: Buena Vista, Charlottesville, Harrisonburg, Lexington, Staunton, Waynesboro, Winchester

vro.vwp@deq.virginia.gov



Virginia Water Protection Individual Permit Complete Application Checklist 3

Permanent and Temporary Impacts Totaling ***More Than*** Two Acres of Wetlands and/or Open Water or 1,500 Linear Feet of Stream Bed

Projects Not Qualifying for Virginia Water Protection General Permit Coverage

If the project includes surface water withdrawal or diversion activities, use the Virginia Water Protection (VWP) Individual Permit Complete Application Checklist for Surface Water Withdrawal Activities.

Disclaimer: Checklists are provided as a tool when applying for a VWP individual permit or general permit coverage and for preparing a Joint Permit Application (JPA). Because the JPA is used by several agencies, all applicable sections of the JPA should be completed whether or not the item can be directly associated with a DEQ regulatory requirement. *Item numbers below do not correspond to regulation numbering.* DEQ decisions will be made by applying the State Water Control Law, VWP Permit Program regulations, and VWP Permit Program guidance to the site- and project-specific facts. *Refer to the VWP Permit Program regulations, program guidance, and other references noted herein for details of required information for complete applications.*

DEQ can provide assistance or redirection for questions about this checklist, please contact Dave Davis (dave.davis@deq.virginia.gov; 804-698-4516).

Application status may be viewed on the DEQ Permit Enhancement and Evaluation Platform ([PEEP](#)).

The VWP Permit Program Regulation is [9VAC25-210](#). Section 10 contains definitions. *Sections 80 and 100 contain Application requirements for VWP individual permits. Sections 80 and 116, and § [62.1-44.15:23](#), should be used as a reference for the Conceptual Compensatory Mitigation Plan.* This checklist does not include detailed Final Compensatory Mitigation Plan requirements, as those are not required for a complete application.

For a Complete Application, provide at minimum:

Information Required	Included (Y, N, or N/A)	Page Number(s) Or Location(s)
1. Applicant Information		
1.a. Legal name of Applicant as registered with the SCC (as applicable). If Applicant is a business, name of contact person; and		
1.b. Mailing address as registered with the SCC (as applicable), phone number, and email address of Applicant and/or contact person		
2. Property owner information, if different from Applicant		
2.a. Legal name of property owner as registered with the SCC (as applicable);		
2.b. Mailing address as registered with the SCC (as applicable), phone number, and email address of Property Owner		
3. Authorized Agent information, if applicable		

Information Required	Included (Y, N, or N/A)	Page Number(s) Or Location(s)
3.a. Legal name of authorized agent as registered with the SCC (as applicable);		
3.b. Mailing address as registered with the SCC (as applicable), phone number, and email address of Agent		
4. Project name and proposed project schedule		
5. Information for the project site(s) and any related permittee-responsible compensatory mitigation site(s):		
5.a. Physical street address, nearest street, or nearest route number;		
5.b. City or County;		
5.c. Zip code;		
5.d. Parcel number(s), if applicable;		
5.e. Name of impacted water body(ies) or receiving waters;		
5.f. Latitude and longitude at center of site(s) (to nearest second);		
5.g. National Watershed Boundary Dataset fourth order subbasin; <u>and</u>		
5.h. Detailed map: location of site(s), project boundary, and all preservation areas on site(s)		
6. Narrative description of the project (including purpose and need)		
7. Alternatives analysis for proposed project. Include:		
7.a. On-site and off-site measures taken during project design and development to first avoid and then minimize impacts to surface waters to the maximum extent practicable;		
7.b. Specific on-site and off-site measures taken to reduce the size, scope, configuration, or density of the proposed project;		
7.c. A review of alternative sites where required for the project, which would avoid or result in less adverse impact to surface waters;		
7.d. Documentation demonstrating the reason the applicant determined less damaging alternatives are not practicable; <u>and</u>		
7.e. Demonstration to the satisfaction of the department that avoidance and minimization opportunities have been identified and measures have been applied to the proposed activity such that the proposed activity in terms of impacts to state waters and fish and wildlife resources is the least environmentally damaging practicable alternative		
8. Narrative description of all impacts to surface waters. Include:		
8.a. Type of activity to be conducted in surface waters;		
8.b. Any physical alteration to surface waters		
8.c. If applicable, wetland impacts identified according to their Cowardin classification (i.e., emergent, scrub-shrub, or forested) and for each classification, the individual impacts quantified in square feet to the		

Information Required	Included (Y, N, or N/A)	Page Number(s) Or Location(s)
nearest whole number, cumulatively summed in square feet, and then the sum converted to acres and rounded to two decimal places using commonly accepted arithmetic principles of rounding;		
8.d. If applicable, individual stream impacts (i) quantified by length in linear feet to the nearest whole number and by average width in feet to the nearest whole number; (ii) quantified in square feet to the nearest whole number; <u>and</u> (iii) when compensatory mitigation is required, the impacts identified according to the assessed type using the Unified Stream Methodology;		
8.e. If applicable, open water impacts identified according to their Cowardin classification, and for each type, the individual impacts quantified in square feet to the nearest whole number, cumulatively summed in square feet, and then the sum converted to acres and rounded to two decimal places using commonly accepted arithmetic principles of rounding;		
8.f. Either a copy of the approved jurisdictional determination <u>or</u> when unavailable, one of the following: - Preliminary jurisdictional determination from USACE, USDA-NRCS, or DEQ; - Other correspondence indicating approval of the boundary(ies) of applicable state and federal jurisdictional surface waters from USACE, USDA-NRCS, or DEQ; <u>or</u> - Wetland delineation data sheets [Note: See DEQ Memorandum <i>Recent Supreme Court Decision Sackett v. Environmental Protection Agency (EPA) - Effect in Virginia and How to Move Forward Without Economic Dislocation</i>, June 29, 2023, for more information about obtaining boundary and feature verifications in VA]		
8.g. Delineation / Impact map showing: - Geographic area of all delineated surface water boundaries; - Wetlands, stream, and open water impacts, as applicable, described in same manner as above; <u>and</u> - Any other surface waters described with Cowardin classification or similar terminology [Note: See DEQ Memorandum <i>Recent Supreme Court Decision Sackett v. Environmental Protection Agency (EPA) - Effect in Virginia and How to Move Forward Without Economic Dislocation</i>, June 29, 2023, for more information about obtaining boundary and feature verifications in VA]		
9. Plan-View Drawing(s) (full- or half-size plan sheets) of the project. Include at a minimum:		
9.a. North arrow;		
9.b. Graphic scale (recommended maximum scale ratio of 1:200 ft.);		
9.c. Existing and proposed topographic or bathymetric contours;		
9.d. Limits of proposed impacts to surface waters;		
9.e. Location of all existing and proposed structures (fill riprap/outlet protection/channel tie-ins, dredging, excavation, etc.);		
9.f. All delineated state and federal jurisdictional surface waters, including isolated, on the site.		

Information Required	Included (Y, N, or N/A)	Page Number(s) Or Location(s)
Include:		
9.f(1) The Cowardin classification for those surface waters and waterway name, if designated;		
9.f(2) ebb and flood or direction of flow; <u>and</u>		
9.f(3) ordinary high water mark in nontidal areas; [Note: See DEQ Memorandum <i>Recent Supreme Court Decision Sackett v. Environmental Protection Agency (EPA) - Effect in Virginia and How to Move Forward Without Economic Dislocation</i> , June 29, 2023, for more information about obtaining boundary and feature verifications in VA]		
9.f(4) tidal wetlands boundary; <u>and</u> [Note: See DEQ Memorandum <i>Recent Supreme Court Decision Sackett v. Environmental Protection Agency (EPA) - Effect in Virginia and How to Move Forward Without Economic Dislocation</i> , June 29, 2023, for more information about obtaining boundary and feature verifications in VA]		
9.f(5) mean low water and mean high water lines in tidal areas		
9.g. Limits of Chesapeake Bay Resource Protection Areas (RPAs) as field-verified by the applicant, and if available, the limits as approved by the locality in which the project site is located, unless the proposed use is exempt from the Chesapeake Bay Preservation Area Designation and Management Regulations (9VAC25-830); <u>and</u>		
9.h. Limits of any areas that are under a deed restriction, conservation easement, restrictive covenant, or other land use protective instrument (i.e., protected areas)		
10. Cross-sectional and profile drawing(s) of each proposed impact area. Include at a minimum:		
10.a. Graphic scale;		
10.b. Existing structures;		
10.c. Existing and proposed elevations;		
10.d. Limits of surface water areas;		
10.e. Ebb and flood or direction of flow (if applicable);		
10.f. Ordinary high water mark in nontidal areas; [Note: See DEQ Memorandum <i>Recent Supreme Court Decision Sackett v. Environmental Protection Agency (EPA) - Effect in Virginia and How to Move Forward Without Economic Dislocation</i> , June 29, 2023, for more information about obtaining boundary and feature verifications in VA]		
10.g. Tidal wetland boundary; [Note: See DEQ Memorandum <i>Recent Supreme Court Decision Sackett v. Environmental Protection Agency (EPA) - Effect in Virginia and How to Move Forward Without Economic Dislocation</i> , June 29, 2023, for more information about obtaining boundary and feature verifications in VA]		
10.h. Mean low water and mean high water lines in tidal areas;		
10.i. Impact limits;		

Information Required	Included (Y, N, or N/A)	Page Number(s) Or Location(s)
10.j. Location of all existing and proposed structures [Profile drawing(s) with this information may be required on a case-by-case basis to demonstrate minimization of impacts.]; <u>and</u>		
10.k. For piping or culverting stream flows: Longitudinal profile of the pipe or culvert position and stream bed thalweg, <u>or</u> spot elevations of the stream thalweg at the beginning and end of the pipe or culvert, extending to a minimum of 10 ft. beyond the limits of proposed impact		
11. An assessment of potential impacts to federal and state listed threatened or endangered species, including any correspondence or documentation from federal or state resource agencies addressing potential impacts to listed species		
12. Upon request by the Department, evidence or certification that the material is free from toxic contaminants prior to disposal or that the dredging activity will not cause or contribute to a violation of water quality standards during dredging (e.g., grain size and composition analyses, tests for specific parameters or chemical constituents, or elutriate tests on the dredge material) (Section 80.B.1.k)		
13. A written description and a graphical depiction identifying all upland areas including buffers, wetlands, open water, other surface waters, and compensatory mitigation areas located within the proposed project boundary or permittee-responsible compensatory mitigation areas that are under a deed restriction, conservation easement, restrictive covenant, <u>or other land use protective instrument (i.e., protected areas), including:</u>		
13.a. The nature of the prohibited activities within the protected areas and the limits of Chesapeake Bay Resource Protection Areas (RPAs) as field-verified by the applicant; <u>and</u>		
13.b. If available, the limits as approved by the locality in which the project site is located, unless the proposed use is exempt from the Chesapeake Bay Preservation Area Designation and Management Regulations (9VAC25-830), as additional state or local requirements may apply if the project is located within an RPA		
14. Signature page (from JPA) containing original signature, date, and certification		
15. Permit application fee, if required (9VAC25-20). <i>Do not send payment with application to VMRC. Do not attach a copy of check, interagency transfer, account numbers, or credit card numbers to application.</i> Required fees will be communicated to applicants by program staff. Payments should be accompanied by a copy of the completed Water Division Permit Application Fee Form.		[Attaching a copy of the completed Fee Form is acceptable but does not serve as proof of payment or deposit by DEQ]

For a Complete Application, the Following Compensation Information Required	Included (Y, N, or N/A)	Page Number(s) Or Location(s)
16. A conceptual compensatory mitigation plan to achieve no net loss of wetland acreage and functions or stream functions and water quality benefits. Complete below for all that apply. (Section 80.B.1.h(2) and -C; Section 116.B and -C.3; § 62.1-44.15:23.B and -C)		
17. For the purchase of mitigation bank or in-lieu fee program credits Provide:		
17.a. The number and type of credits proposed to be purchased at the standard compensation to impact ratios of (2:1 for forest, 1.5:1 for scrub-shrub, and 1:1 for emergent);		
17.b. If applicable, for any project proposing less than the standard compensation ratios an analysis of the functions of impacted wetlands. When required, the method selected for the analysis shall assess water quality or habitat metrics and shall be coordinated with DEQ in advance of conducting the analysis.		
17.c. Documentation from the approved bank or in-lieu fee program sponsor of the availability of credits at the time of application;		
17.d. For projects occurring in a location for which there are no credits are available to purchase in the primary service area of any mitigation provider, or - at a price below 200% of the current price of credits applicable to that site from a Board-approved fund dedicated to achieving no net loss of wetland acreage and functions, The application must include documentation of the following per § 62.1-44.15:23 Provide:		
17.d(1) A determination of credit availability and credit price, at the time of submitting proof of credit availability with the application		
17.d(2) If the purchase or use of credits is from a secondary service area, the proof of acquisition of credits for a subdivision or development should include a plan - certified by a licensed professional engineer, surveyor, or landscape architect - that the permit applicant will implement for the planting, preservation, or replacement of trees on the development site, such that the minimum tree canopy percentage 20 years after development is projected to be as detailed in § 62.1-44.15:23.C		
18. For all permittee-responsible compensation (PRM) Provide:		
18.a. Project site location information:		
18.a(1) Physical street address, nearest street, or nearest route number;		
18.a(2) City or County;		
18.a(3) Zip code;		
18.a(4) Parcel number(s), if applicable;		

For a Complete Application, the Following Compensation Information Required	Included (Y, N, or N/A)	Page Number(s) Or Location(s)
18.a(5) Name of impacted water body(ies) or receiving waters;		
18.a(6) Latitude and longitude at center of site(s) (to nearest second);		
18.a(7) National Watershed Boundary Dataset fourth order subbasin; <u>and</u>		
18.a(8) Detailed map: location of site(s), project boundary, and all preservation areas on site(s)		
18.b. An analysis to justify that permittee-responsible compensatory mitigation is ecologically and environmentally preferable to the purchase of mitigation bank credits or in-lieu fee program credits. Include:		
18.a(1) The ability of the permittee-responsible compensatory mitigation sites to replace lost wetland acreage and functions or lost stream functions and water quality benefits; <u>and</u>		
18.b(2) A comparison of the impacted and compensation sites via a method that assesses water quality or habitat metrics, such as that required by 9VAC25-210-80 C , or a method that assesses such criteria as water quality benefits, distance from impacts, hydrologic source and regime, watershed, vegetation type, soils, constructability, timing of compensation versus impact, property acquisition, and cost		
18.c. A draft of the intended protective mechanism(s) to demonstrate that permittee-responsible compensatory mitigation can be protected in perpetuity through a protective mechanism approved by DEQ, such as a conservation easement held by a third party in accordance with the Virginia Conservation Easement Act or the Virginia Open-Space Land Act; a duly recorded declaration of restrictive covenants; <u>or</u> other protective instrument. Include:		
18.c(1) A provision for access to the site;		
18.c(2) The following minimum restrictions, listed as: - no ditching, land clearing, or discharge of dredge or fill material; <u>and</u> - no activity in the area designated as compensatory mitigation area except for maintenance activities, corrective action measures, or DEQ-approved activities that are described in the approved final compensatory mitigation plan or long-term management plan; <u>and</u>		
18.c(3) A long-term management plan that identifies a long-term steward and adequate financial assurances for long-term management in accordance with the current standard for mitigation banks and in-lieu fee program sites		
[Note: financial assurances will not be necessary for permittee-responsible compensation provided by government agencies on government property]		
19. For PRM for <u>wetland</u> impacts Provide:		
19.a. The goals and objectives in terms of replacement of wetland acreage and functions;		

For a Complete Application, the Following Compensation Information Required	Included (Y, N, or N/A)	Page Number(s) Or Location(s)
19.b. A detailed location map including latitude and longitude to the nearest second and the fourth order subbasin, as defined by the hydrologic unit boundaries of the National Watershed Boundary Dataset, at the center of the site;		
19.c. A description of the surrounding land use;		
19.d. A hydrologic analysis including a draft water budget for nontidal areas based on expected monthly inputs and outputs that will project water level elevations for a typical year, a dry year, and a wet year;		
19.e. Groundwater elevation data, if available, or the proposed location of groundwater monitoring wells to collect these data;		
19.f. Wetland delineation confirmation, data sheets, and maps for existing surface water areas on the proposed site or sites; [Note: See DEQ Memorandum Recent Supreme Court Decision Sackett v. Environmental Protection Agency (EPA) - Effect in Virginia and How to Move Forward Without Economic Dislocation, June 29, 2023, for more information about obtaining boundary and feature verifications in VA]		
19.g. A conceptual grading plan;		
19.h. A conceptual planting scheme including suggested plant species and zonation of each vegetation type proposed;		
19.i. A description of existing soils including general information on both topsoil and subsoil conditions, permeability, and the need for soil amendments;		
19.j. A draft design of any water control structures;		
19.k. Inclusion of buffer areas;		
19.l. A description of any structures and features necessary for the success of the site;		
19.m. The schedule for compensatory mitigation site construction; <u>and</u>		
19.n. Measures for the control of undesirable species		
20. For PRM for <u>stream</u> impacts Provide:		
20.a. The goals and objectives in terms of water quality benefits and replacement of stream functions;		
20.b. A detailed location map including the latitude and longitude to the nearest second and the fourth order subbasin, as defined by the hydrologic unit boundaries of the National Watershed Boundary Dataset, at the center of the site;		
20.c. A description of the surrounding land use;		
20.d. The proposed stream segment restoration locations including plan view and cross-sectional drawings;		
20.e. The stream deficiencies that need to be addressed;		
20.f. Data obtained from a DEQ-approved, stream impact assessment methodology such as the Unified Stream Methodology;		

For a Complete Application, the Following Compensation Information Required	Included (Y, N, or N/A)	Page Number(s) Or Location(s)
[Note: See DEQ Memorandum <i>Recent Supreme Court Decision Sackett v. Environmental Protection Agency (EPA) - Effect in Virginia and How to Move Forward Without Economic Dislocation</i> , June 29, 2023, for more information about obtaining boundary and feature verifications in VA]		
20.g. The proposed restoration measures to be employed including channel measurements, proposed design flows, types of instream structures, and conceptual planting scheme;		
20.h. Reference stream data, if available;		
20.i. Inclusion of buffer areas;		
20.j. Schedule for restoration activities; <u>and</u>		
20.k. Measures for the control of undesirable species		

Optional Items to Assist in Expediting Processing:

Information	Included (Y, N, or N/A)	Page Number(s) Or Location(s)
21. <i>When wetland impacts are over one acre:</i> An analysis of the functions of wetlands proposed to be impacted may be required by DEQ (Section 80.C)		
22. GIS shape files of project boundary/polygon, impact boundaries/polygons, surface water boundaries/polygons		
23. A table of impacts directly on Delineation / Impact Map required for complete application		

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information."

Applicant Printed Name

Applicant Signature

Date

ITEM: 6.C.

DATE: October 11, 2023

FROM: Michael Guanzon | Legal Counsel to Authority

RE: Consideration of Resolution No. 2023-10-11-6C, approving the budget increase of Troutman Pepper Hamilton Sanders LLP as special counsel to the Authority regarding the Authority's Environmental Permit Application for the Authority's Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia, from \$25,000.00 to \$75,000.00, where such fees paid to special counsel will be reimbursed from Virginia Economic Development Partnership Virginia Business Ready Sites Program Grant funds – Mr. Rowe and Michael C. Guanzon, Esq., Christian & Barton, LLP, Legal Counsel to the Authority

SUMMARY

The Board will be asked to approve Resolution 2023-10-11-6C approving a budget increase for Troutman Pepper Hamilton Saunders LLP.

ATTACHMENTS

1. Resolution

A RESOLUTION APPROVING THE BUDGET INCREASE OF TROUTMAN PEPPER HAMILTON SANDERS LLP AS SPECIAL COUNSEL TO THE AUTHORITY REGARDING THE AUTHORITY’S ENVIRONMENTAL PERMIT APPLICATION FOR THE AUTHORITY’S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, FROM \$25,000.00 TO \$75,000.00, WHERE SUCH FEES PAID TO SPECIAL COUNSEL WILL BE REIMBURSED FROM VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP VIRGINIA BUSINESS READY SITES PROGRAM GRANT FUNDS

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the “**Authority**”) is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act, as amended; and

WHEREAS, as part of the Authority’s Southern Virginia Megasite at Berry Hill project (“**SVM**”) located in Pittsylvania County, Virginia, the Authority’s contracted engineers, Dewberry Engineers Inc., a New York corporation (“**Dewberry**”) are preparing environmental permit applications (the “**Applications**”) to be submitted to the United States Army Corps of Engineers; and

WHEREAS, the Virginia Economic Development Partnership (“**VEDP**”) is requiring the Authority to hire special counsel to review and advise on the Applications; and

WHEREAS, the Authority, pursuant to Resolution No. 2023-05-08-5C, selected Troutman Pepper Hamilton Sanders LLP, a Georgia limited liability partnership (“**TroutmanPepper**”), to act as special counsel to the Authority regarding the Applications, with an initial maximum budget equal to \$25,000.00; and

WHEREAS, TroutmanPepper has provided an amended engagement letter (the “**Amended Engagement Letter**”) to continue acting as special counsel to review and advise on the Applications, and the Authority desires to accept the Amended Engagement Letter, subject to review and modifications by the Authority’s legal counsel; and

WHEREAS, under the Amended Engagement Letter, the professional services by TroutmanPepper are generally described as “reviewing and advising on environmental permitting documentation associated with the Southern Virginia Megasite at Berry Hill”, with such professional services billed at an hourly rate of \$700.00, and a maximum budget equal to \$75,000.00 (“**TroutmanPepper Funding**”); and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that TroutmanPepper Funding is available within a line item previously approved by the Authority as “**Southern Virginia Megasite - Funding Other Than Bonds**”; and

WHEREAS, the Authority has been approved for a Virginia Business Ready Sites Program grant (“**VBRSP Grant**”), where a portion of such VBRSP Grant funds, when

Resolution No. 2023-10-11-6C

received by the Authority, will be used to reimburse the Authority for TroutmanPepper Funding; and

WHEREAS, the Authority's Board of Directors has determined that it is in the best interests of the Authority and the citizens of the City of Danville, Virginia and the County of Pittsylvania, Virginia, and in furtherance of the development and marketing of SVM, for the Authority to approve, to execute and to deliver the Amended Engagement Letter with TroutmanPepper, consistent with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the TroutmanPepper Funding and execution and delivery of the Amended Engagement Letter with TroutmanPepper, subject to the approval by legal counsel to the Authority as to legal form. The Authority hereby authorizes legal counsel, to further negotiate and amend the Amended Engagement Letter, on behalf of the Authority, consistent with this Resolution, such execution of any such amendments by legal counsel to conclusively establish the approval of any such amendments.

2. The Authority hereby authorizes and directs the City Manager Officer, the County Administrator Officer, staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the Amended Engagement Letter, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Amended Engagement Letter and the matters contemplated therein or related thereto on or before the date of this Resolution is adopted.

4. This Resolution shall take effect immediately upon its adoption.

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CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on October 11, 2023, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority as of the 11th day of October 2023.

SUSAN M. DeMASI, Secretary
Danville-Pittsylvania Regional Industrial
Facility Authority

(SEAL)

ITEM: 6.D.
DATE: October 11, 2023
FROM: Ken Larking | Danville City Manager
Corrie Bobe | Danville Director of Economic Development + Tourism
RE: Consideration of Resolution No. 2023-10-11-6D, approving Amendment No. 2, dated September 13, 2023, with Dewberry Engineers Inc., a New York corporation, for professional engineering and construction administration services for Lot 7D graded pad project in the Authority's Cyber Park project, located in Danville, Virginia, for a lump sum fee of \$20,000.00 – Mr. Bradner

SUMMARY

Lot 7D in Cyber Park was recently graded and is currently owned by RIFA. The City's Angler's Ridge Mountain Biking trail system is accessible from the street on a portion of this lot. The City would like to subdivide the lot so that the access point and unusable portion of the industrial property can continue to be used as part of the trail system. It would be best to subdivide the property prior to any sale or lease to a prospective business. Since this property is proposed to be incorporated into a City of Danville recreational park, the City will pay 100% of the cost to survey, subdivide, and record the new plat.

ATTACHMENTS

1. Resolution
2. Exhibit A

Resolution No. 2023-10-11-6D

A RESOLUTION APPROVING AMENDMENT NO. 2, DATED SEPTEMBER 13, 2023, WITH DEWBERRY ENGINEERS INC., A NEW YORK CORPORATION, FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR LOT 7D GRADED PAD PROJECT IN THE AUTHORITY'S CYBER PARK PROJECT, LOCATED IN DANVILLE, VIRGINIA, FOR A LUMP SUM FEE OF \$20,000.00

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the “**Authority**”) is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act, as amended; and

WHEREAS, in connection with Resolution No. 2021-06-14-5E, as part of the Authority’s Cyber Park project (the “**Cyber Park**”), the Authority’s contracted engineers, Dewberry Engineers Inc., a New York corporation (“**Dewberry**”), are providing engineering services for the development of the Cyber Park; and

WHEREAS, Dewberry has presented that certain Amendment No. 2, dated September 13, 2022 (“**Amendment No. 2**”), a copy of which is attached as **Exhibit A**, incorporated herein by this reference, under which Dewberry will provide professional engineering and construction administration services for pad grading services for Lot 7D of the Cyber Park; and

WHEREAS, under Amendment No. 2, the professional services by Dewberry are generally described as “**Surveying Services**” at a lump sum fee of \$20,000.00 (“**Amendment No. 2 Funding**”); and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that Amendment No. 2 Funding is available within a line item previously approved by the Authority as “**Cyber Park Site Development**”; and

WHEREAS, the Authority has hereby determined, in open session, that Amendment No. 2, in furtherance of the development and marketing of the Cyber Park, serves the purpose of the Authority to enhance the economic base of Pittsylvania County, Virginia (the “**County**”) and the City of Danville, Virginia (the “**City**”) by developing, owning, and operating the Cyber Park on a cooperative basis involving the County and the City, and that it is in the best interests of the Authority and the citizens of the County and the City for the Authority to authorize, approve, execute and adopt in all respects Amendment No. 2.

NOW, THEREFORE, BE IT RESOLVED, that:

1. The Authority hereby approves negotiation, execution and delivery of Amendment No. 2, subject to the approval by legal counsel to the Authority as to legal form. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, in consultation with the other, to further

Resolution No. 2023-10-11-6D

negotiate and amend Amendment No. 2, on behalf of the Authority, consistent with this Resolution and as approved by legal counsel to the Authority as to legal form, such execution of any such amendments by the Chairman (or Vice Chairman as the case may be) to conclusively establish the approval of any such amendments.

2. Authority hereby authorizes and directs the City Manager Officer, the County Administrator Officer, and the Authority's staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by Amendment No. 2, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions; however, such authorization shall be subject to the same approval by legal counsel to the Authority as set forth above.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to Amendment No. 2 and the matters contemplated therein.

4. This Resolution shall take effect immediately upon its adoption.

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on October 11, 2023, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 11th day of October 2023.

SUSAN M. DeMASI

Secretary, Danville-Pittsylvania Regional Industrial
Facility Authority

(SEAL)

Exhibit A

(Amendment No. 2)

September 13, 2023
Revised October 5, 2023

Mr. Lee Vogler
Chairman
Danville-Pittsylvania Regional Industrial Facility Authority (RIFA)
P.O. Box 3300
Danville, VA 24543

**Re: Amendment No. 2 – Cyber Park Lot 7D
Proposal for Surveying Services
City of Danville Parcel No. 76368**

Dear Mr. Vogler:

Dewberry Engineers Inc. (Dewberry) submits herein our proposal to provide certain surveying services for the above referenced property. Our understanding of the services to be provided is outlined below:

DESCRIPTION OF PROPERTY

Parcel No. 76368, Lot 7D, 62.9 acres, fronting Stinson Drive, listed as Danville Pittsylvania Regional Industrial Facility Authority.

SCOPE OF SERVICES TO BE PROVIDED BY DEWBERRY

Dewberry proposes to provide the following surveying services for the property as described above.

Survey said parcel, set iron stakes at corners, also set iron stakes creating a new interior property line along the limits of grading (subdividing the graded pad from the mountain bike trail). Prepare a subdivision plat creating new Lots 7E and 7F. Submit plat to the City for approval.

INFORMATION/ASSISTANCE TO BE PROVIDED BY CLIENT

As a condition of this proposal, the following information and/or assistance shall be provided by the client to Dewberry:

1. Ready access to property for purpose of carrying out the work.

FEE

Dewberry proposes to provide the surveying services as outlined above for the lump sum fee of \$ 20,000.

Dewberry agrees to begin services immediately upon receiving a Notice to Proceed.

This proposal is subject to the Standard Terms and Conditions included in the original contract dated April 28, 2021.

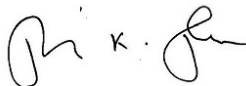
Mr. Lee Vogler
September 13, 2023
October 5, 2023

The return of an executed copy of this proposal will serve as our authorization to proceed. Please do not hesitate to call if you have any questions or wish to discuss the proposal.

Sincerely,



Shawn R. Harden, PE
Senior Associate | Senior Project Manager



Brian K. Bradner, PE
Vice President | Business Unit Manager

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The foregoing Proposal of Dewberry Engineers Inc. is accepted:

Print (Type) Individual, Firm, or Corporate Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

ITEM: 6.E.
DATE: October 11, 2023
FROM: Corrie Bobe |Danville Director of Economic Development + Tourism
RE: Consideration of Resolution No. 2023-10-11-6E, approving the total reimbursement of \$27,402.53 in marketing expenses advanced by Southern Virginia Regional Alliance, resulting from certain marketing study expenses related to the Authority's Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia – Ms. Bobe and Mr. Rowe

SUMMARY

The Board will be asked to approve Resolution 2023-10-11-6E regarding marketing expenses.

ATTACHMENTS

1. Resolution

A RESOLUTION APPROVING THE TOTAL REIMBURSEMENT OF \$27,402.53 IN MARKETING EXPENSES ADVANCED BY SOUTHERN VIRGINIA REGIONAL ALLIANCE, RESULTING FROM CERTAIN MARKETING STUDY EXPENSES RELATED TO THE AUTHORITY’S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the “**Authority**”) is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act, as amended; and

WHEREAS, the Authority, from time to time, incurs expenses related to the marketing of the Authority’s Southern Virginia Megasite at Berry Hill Project (the “**SVM**”), located in Pittsylvania County, Virginia, to potential business and industry recruits; and

WHEREAS, the Authority, the City of Danville, Virginia (the “**City**”) and Pittsylvania County, Virginia (the “**County**”), submitted marketing study proposal to be conducted by Southern Virginia Regional Alliance (“**SVRA**”) to help identify target industries for the region while addressing the need to update the Megasite Marketing Plan for the Authority’s submittal of a permit to the Army Corps. of Engineers, where the total cost of the marketing study is \$164,000.00, which has been advanced by SVRA; and

WHEREAS, the Authority has obtained a DRF Economic Development Grant that will cover \$136,597.43 of the marketing study costs, resulting in an outstanding balance of \$27,402.53 (the “**Marketing Study Expense**”); and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that funding for the Marketing Study Expense is available within a line item previously approved by the Authority as “**Unassigned Fund Balance**”; and

WHEREAS, the Authority has determined that reimbursement of the Marketing Study Expense, to SVRA, is necessary and reasonable for furtherance of the Authority’s SVM project and the advancement of the development of the SVM.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves and directs the payment of Marketing Study Expense payable to SVRA.
2. The Authority hereby authorizes and directs the City Manager Officer, the County Administrator Officer, and the Authority’s staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by this Resolution, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of this Resolution.

Resolution No. 2023-10-11-6E

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Marketing Study Expense and the matters contemplated by this Resolution.

4. This Resolution shall take effect immediately upon its adoption.

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on October 11, 2023, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 11th day of October 2023.

Susan M. DeMasi, Secretary
Danville-Pittsylvania Regional Industrial Facility
Authority

(SEAL)

ITEM: 6.F.
DATE: October 11, 2023
FROM: Michael Adkins | Authority Treasurer
RE: Financial Status Reports as of September 30, 2023.

SUMMARY

The Board will be asked to approve the Financial Statements as of September 30, 2023.

ATTACHMENTS

1. Financial Reports

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:

Meeting Date: October 11, 2023

Subject: Financial Status Reports – September 30, 2023

From: Michael L. Adkins, Authority Treasurer

SUMMARY

A review of the financial status reports through September 30, 2023 will be provided at the meeting. The financial status reports as of September 30, 2023 are attached for the DPRIFA Board's review.

RECOMMENDATION

Staff recommends approving the financial status reports as of September 30, 2023 as presented.

ATTACHMENTS

Financial Status Reports

**Danville - Pittsylvania Regional Industrial Facility
Authority**

Financial Status

Table of Contents

- A. \$7.3 Million Bonds - Cane Creek Centre
- B. General Expenditures for FY2023
- C. General Expenditures for FY2024
- D. Mega Park – Funding Other than Bond Funds
- E. SVM at Berry Hill – Lot 4 Site Development
- F. SVM at Berry Hill – Lots 1 & 2 Site Development
- G. SVM at Berry Hill – Water & Sewer
- H. Cyber Park Site Development
- I. Rent, Interest, and Other Income Realized FY2023
- J. Rent, Interest, and Other Income Realized FY2024
- K. Monthly Checks
- L. Report on Receipts from Hopkins Lumber Contractors
- M. Unaudited Financial Statements

Danville-Pittsylvania Regional Industrial Facility Authority

\$7,300,000 Bonds for Cane Creek Centre - Issued in August 2005 ⁷

As of September 30, 2023

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
Funds from bond issuance	\$7,300,000.00				
Issuance cost	(155,401.33)				
Refunding cost ⁷	(52,500.00)				
Bank fees	(98.25)				
Interest earned to date	486,581.70				
Cane Creek Parkway ³		\$3,804,576.00	\$3,724,241.16	\$ -	
Swedwood Drive ²		69,414.00	69,414.00	-	
Cane Creek Centre entrance ³		72,335.00	53,878.70	-	
Financial Advisory Services		9,900.00	9,900.00	-	
Dewberry contracts ¹		69,582.50	69,582.50	-	
Dewberry contracts not paid by 1.7 grant ^{4, 5}		76,986.46	65,559.12	11,427.34	
Land		-	2,792,945.57	-	
Demolition services		71,261.62	71,261.62	-	
Legal fees		-	247,837.83	-	
CCC - Lots 3 & 9 project - RIFA Local Share ⁶		142,190.00	112,464.98	-	
Other expenditures		2,250.00	347,194.30	2,250.00	
Total	\$ 7,578,582.12	\$ 4,318,495.58	\$ 7,564,279.78	\$ 13,677.34	\$ 625.00

Notes:

¹ Dewberry Contracts consist of wetland, engineering, surveying and site preparation

² Funds being used to cover City and County matching contributions for a VDOT grant for Swedwood Drive

³ Project completed under budget

⁴ In September 2008 the outstanding principal balance of \$6,965,000 on the Series 2005 Cane Creek Project Revenue Bonds was tendered and not remarketed. These bonds were converted to bank bonds and are now subject to the Credit and Reimbursement agreement the Authority has with Wachovia Bank. The remarketing agent will continue its attempt to remarket these bonds in order to convert them back to Variable Rate Revenue Bonds. As a result, it is likely that the City and County will have to contribute additional funds in order to make future interest payments on the letter of credit attached to these bonds.

⁵ These contracts were originally to be paid by the \$1.7M Special Projects Grant, this grant has expired and the TIC did not issue an extension. The remaining amounts of the contract will be paid using bond funds.

⁶ The budget amount decreased \$71,279.61 from the 9/30/2010 reports. This amount represented the remaining budget amount carried from the \$1.7 SP grant upon its expiration for the following contracts: Wetland Delineation, Wetland Bank Plan Rev., Stream Concept Plan, & Stream Attribute Plan. Per Shawn Harden of Dewberry, these contracts are complete and finished under budget. The only contract that remains open is for Wetland Monitoring and the budget, expended, and encumbered amounts included here are only for this contract.

⁷ This line item represents the amount of expenditures on the "CCC - Lots 3 & 9" budget sheet that is covered by bond funds. RIFA's local share of 5% of these project costs is being covered by these bond funds. Project finished under original budget.

⁷ The \$7.3 million bonds were refunded on 8/1/2013 with the issuance of refunding bonds in the amount of \$5,595,000.

Road Summary-Cane Creek Parkway:

English Contract-Construction	\$ 5,363,927.00
Change Orders	165,484.50
Expenditures over contract amount	3,579.50
(Less) County's Portion of Contract	(935,207.00)
(Less) Mobilization Allocated to County	(9,718.00)
Portion of English Contract Allocated to RIFA	4,588,066.00
Dewberry Contract-Engineering	683,850.00
Total Road Contract Allocated to RIFA	\$ 5,271,916.00

Funding Summary - Cane Creek Parkway

VDOT	\$ 1,467,340.00
Bonds	3,804,576.00
	\$ 5,271,916.00

Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2023

As of September 30, 2023

	<u>Funding</u>	<u>Budget</u>	<u>FY Expenditures</u>	<u>Current Month Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
<i>Funding</i>						
City Contribution	\$ 75,000.00					
County Contribution	75,000.00					
Transfer from Unrestricted Fund Balance	260,039.80					
<i>Contingency</i>						
Miscellaneous contingency items		\$ 37,382.01	\$ 37,382.01	\$ -	\$ -	\$ -
<i>Total Contingency Budget</i>		37,382.01	37,382.01	-	-	-
<i>Legal</i>		196,060.48	196,060.48	-	-	-
<i>Accounting</i>		26,025.00	26,025.00	-	-	-
<i>Marketing</i>		141,064.86	141,064.86	-	-	-
<i>Postage & Shipping</i>		53.23	53.23	-	-	-
<i>Meals</i>		4,255.06	4,255.06	-	-	-
<i>Utilities</i>		2,060.16	2,060.16	-	-	-
<i>Insurance</i>		3,139.00	3,139.00	-	-	-
<i>Total</i>	\$ 410,039.80	\$ 410,039.80	\$ 410,039.80	\$ -	\$ -	<u><u>\$ -</u></u>

Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2024

As of September 30, 2023

	<u>Funding</u>	<u>Budget</u>	<u>FY Expenditures</u>	<u>Current Month Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
<i>Funding</i>						
City Contribution	\$ 100,000.00					
County Contribution	100,000.00					
Transfer from Unrestricted Fund Balance						
 <i>Contingency</i>						
Miscellaneous contingency items		\$ 4,000.00	\$ 90.54	\$ 90.54	\$ -	\$ 3,909.46
<i>Total Contingency Budget</i>		4,000.00	90.54	90.54	-	3,909.46
 <i>Legal</i>		120,000.00	8,936.50	-	-	111,063.50
<i>Accounting</i>		26,900.00	-	-	-	26,900.00
<i>Marketing</i>		40,000.00	-	-	-	40,000.00
<i>Postage & Shipping</i>		100.00	-	-	-	100.00
<i>Meals</i>		4,000.00	896.22	457.08	-	3,103.78
<i>Utilities</i>		2,000.00	319.96	164.25	-	1,680.04
<i>Insurance</i>		3,000.00	-	-	-	3,000.00
<i>Total</i>	\$ 200,000.00	\$ 200,000.00	\$ 10,243.22	\$ 711.87	\$ -	\$ 189,756.78

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Funding Other than Bond Funds
As of September 30, 2023

Funding	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
City contribution	\$ 134,482.50				
County contribution	134,482.50				
City advance for Klutz, Canter, & Shoffner property ^{1, 4}	10,340,983.83				
Tobacco Commission FY09 SSED Allocation	3,370,726.00				
Tobacco Commission FY10 SSED Allocation - Engineering Portion	407,725.00				
Tobacco Comm. FY10 SSED Allocation - Eng. Portion Deobligated	(244,797.00)				
Local Match for TIC FY10 SSED Allocation - Engineering Portion ⁵	76,067.61				
Additional funds allocated by RIFA Board on 1/14/2013 ⁶	11,854.39				
TIC #2264 Berry Hill Industrial Park - Phase II Land and Engineering	2,700,000.00				
TIC #2264 Berry Hill Industrial Park - Phase II Land and Engineering deobligated	(699,873.73)				
TIC #2264 Local Match for Property & Improvements (County)	500,000.00				
TIC #2264 Local Match for Property & Improvements (City)	500,000.00				
VA Economic Development Partnership MEI Grant Funds	577,503.14				
Virginia Resources Authority - TRRF Loan #3658	4,500,000.00				
VBRSP Site Development Grant from VEDP FY2023	1,500,000.00				
Transfer from Unrestricted Funds - "Other Income"	419,840.86				
Land					
Klutz property		\$ 8,394,553.50	\$ 8,394,553.50	\$ -	
Canter property ²		1,200,000.00	1,200,000.00	-	
Adams property		37,308.00	37,308.00	-	
Carter property		5,843.00	5,843.00	-	
Jane Hairston property		1,384,961.08	1,384,961.08	-	
Bill Hairston property		201,148.00	201,148.00	-	
Shoffner Property		1,872,896.25	1,872,896.25	-	
401 Buford Road		246,082.96	246,082.96	-	
Off State Road 1055		181,890.19	181,890.19	-	
604 Buford Road		361,896.60	361,896.60	-	
ROW purchase for connector road		832,300.25	832,300.25	-	
Other					
Dewberry & Davis		28,965.00	28,965.00	-	
Dewberry & Davis ³		990,850.00	987,879.29	2,970.71	
Consulting Services - McCallum Sweeney ⁷		115,000.00	103,796.85	-	
Dewberry Engineers (related to #2264)		160,500.00	160,500.00	-	
Dewberry Engineers		1,480,380.00	794,215.00	686,165.00	
Appalachian Power Company		5,178,500.00	5,178,500.00	-	
Banister Bend Farm, LLC		199,064.00	199,064.00	-	
Virginia Department of Transportation (VDOT)		279,399.00	279,399.00	-	
Transcontinental (Williams Transco)		40,000.00	40,000.00	-	
Stantec Consulting Services Inc.		2,400.00	2,400.00	-	
Troutman, Pepper, Hamilton, Sanders LLP		50,000.00	11,410.00	38,590.00	
Dewberry Engineers		7,500.00	4,875.00	2,625.00	
HGS LLC		483,000.00	-	483,000.00	
Transfer available funds to "Berry Hill Mega Park - Lot 4 Site Development" Project ⁸		-	11,203.15	-	
Total	\$ 24,228,995.10	\$ 23,734,437.83	\$ 22,521,087.12	\$ 1,213,350.71	\$ 494,557.27

¹ This figure does not include the interest the City lost from the uninvested funds, which was paid to the City 1/3/2012 and totaled \$144,150.41.

² Settlement fees were drawn from bonds issued for the Berry Hill project 12/1/2011.

³ This contract was originally for \$814,500, but has been amended to include a traffic impact analysis, and a cemetery survey. \$740,000 was covered by the FY09 Tobacco Allocation. \$162,928 was covered by the FY10 Tobacco Allocation. \$87,922 will be covered with RIFA Funds.

⁴ RIFA paid the City back for all advances on 1/3/2012.

⁵ The RIFA Board approved to utilize the remaining funds from the Mega Park bond funds and approximately \$65,000 of the 'Funds Available for Appropriation' towards the local match for the engineering portion of Tobacco Commission grant #1916 for the Berry Hill Mega Park.

⁶ Due to the expiration of the Tobacco Commission FY10 SSED Allocation, the RIFA Board approved on 1/14/2013 to utilize \$11,854.39 of the 'Funds Available for Appropriation' to cover the funding shortfall for the budgeted Dewberry & Davis contract.

⁷ Unencumbered the remaining \$11,203.15 due to termination of contract.

⁸ As approved by RIFA Board on 10/16/2014

**Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Lot 4 Site Development
As of September 30, 2023**

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
Tobacco Commission FY12 Megasite Allocation	\$ 6,208,153.00				
Local Match for TIC FY12 Megasite Allocation - County Portion ¹	750,000.00				
Local Match for TIC FY12 Megasite Allocation - City Portion ¹	750,000.00				
Local Match for TIC FY12 Megasite Allocation - RIFA Portion ²	181,000.00				
Transfer in from "Mega Park - Funding Other than Bond Funds" Budget ³	11,203.15				
Transfer to Other Income - Unrestricted Funds	152,170.40				
Transfer from SVM Berry Hill Lots 1 & 2	138,000.00				
Expenditures					
Dewberry Engineers Inc.		1,707,562.81	1,707,562.81	-	
Jones Lang LaSalle		95,000.00	95,000.00	-	
Jones Lang LaSalle - Economic Analysis		12,000.00	12,000.00	-	
VA Water Protection Permit Fee		57,840.00	57,840.00	-	
Wetlands Studies and Solutions, Inc.		77,027.64	77,027.64	-	
Banister Bend Farm, LLC - Wetland and Stream Credits		122,968.00	122,968.00	-	
DEQ - Construction Activity General Permit		11,860.00	11,860.00	-	
Haymes Brothers, Inc. - Construction on Phase 1 Graded Pad		4,243,151.21	4,243,151.21	-	
Haymes Brothers, Inc. - Phase 1 Pad A Extension/Expansion		1,679,616.89	1,679,616.89	-	
Haymes Brothers, Inc. - Phase 1 Development		290,500.00	290,500.00	-	
Transfers to "General Expenditures Fiscal Year 2015" Contingency ³					
Jones Lang LaSalle - Market Analysis Study		(95,000.00)	(95,000.00)	-	
Jones Lang LaSalle - Economic Analysis		(12,000.00)	(12,000.00)	-	
Total	\$ 8,190,526.55	\$ 8,190,526.55	\$ 8,190,526.55	\$ -	\$ -

¹ \$300,000 of this was received from each locality 6-2014. \$450,000 received 8-2014. \$450,000 received 9-2014.

² The RIFA Board approved on 2/11/2013 to transfer the remaining funds of \$175,316.17 from the "Funds Available for Appropriation" budget sheet and funds of \$5,683.83 from the "Rent, Interest, and Other Income Realized" budget sheet to use for the RIFA local match to Tobacco Commission grant #2491 for Berry Hill Mega Park Lot 4 Site Development.

³ As approved by RIFA Board on 10/16/2014 (\$108,603.35 of expenditures for Dewberry Engineers, Inc. was also transferred from remaining unexpended and unencumbered costs under Amendment #4)

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Lots 1&2 Site Development
As of September 30, 2023

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
TIC #3358 Berry Hill Industrial Park - Site Improvements for Project Lignum	\$ 2,292,856.56				
TIC #3358 Local Match (County)	970,707.92				
TIC #3358 Local Match (City)	970,707.92				
VBRSP Site Development Grant from VEDP	1,312,400.00				
VBRSP Site Development Grant from VEDP (City)	216,546.00				
VBRSP Site Development Grant from VEDP (County)	216,546.00				
Transfers to/from other funding sheets	(1,669,212.10)				
Expenditures					
Dewberry Engineers Inc.		418,676.00	407,040.00	11,636.00	
Virginia Nutrient Bank		84,420.00	84,420.00	-	
Jimmy R. Lynch & Sons, Inc.		3,716,936.30	3,226,702.54	490,233.76	
Treasurer of Virginia		6,100.00	6,100.00	-	
Total	\$ 4,310,552.30	\$ 4,226,132.30	\$ 3,724,262.54	\$ 501,869.76	\$ <u>84,420.00</u>

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Water & Sewer

As of September 30, 2023

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
TIC #2641 Phase I Sanitary Sewer					
Tobacco Commission Grant 2641	\$ 4,840,977.86				
Local Match for Contractual Services	274,926.43				
Local Match for Property & Imp.	262,960.00				
TIC #3011 Water System Improvements Phase II					
Tobacco Commission Grant 3011	2,241,567.00				
Local Match for Property & Imp.	224,160.00				
City of Danville Utilities	3,716,897.35				
Expenditures					
Dewberry Engineers Inc.		912,309.99	888,109.99	24,200.00	
Haymes Brothers, Inc. - Phase I Sanitary Sewer		5,092,668.30	5,092,668.30	-	
Haymes Brothers, Inc. - Phase I Sanitary Sewer (City)		3,210,312.35	3,210,312.35	-	
C.W. Cauley & Son - Phase 1 Water		1,843,540.00	1,021,345.00	822,195.00	
Norfolk Southern Railway Company		22,300.00	22,300.00	-	
Pittsylvania County Service Authority		1,475.00	1,475.00	-	
Treasurer of Virginia		7,900.00	7,900.00	-	
AECOM		5,000.00	5,000.00	-	
BH Media Group, Inc.		296.00	296.00	-	
Danville Register & Bee		600.00	600.00	-	
Total	\$ 11,561,488.64	\$ 11,096,401.64	\$ 10,250,006.64	\$ 846,395.00	\$ <u>465,087.00</u>

Danville-Pittsylvania Regional Industrial Facility Authority

Cyber Park Site Development

As of September 30, 2023

		<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
<i>Funding</i>						
MEP TROF Loan	\$	270,000.00				
Transfer from Other Income		132,090.00				
Transfer from SVM at BH Lots 1& 2		1,988,100.25				
<i>Expenditures</i>						
Dewberry Engineers Inc.			94,250.00	94,250.00	-	
Making Everything Possible LLC (Incentives)			270,000.00	270,000.00	-	
Virginia Nutrient Bank			37,840.00	37,840.00	-	
Sellers Brothers			1,988,100.25	1,822,195.24	165,905.01	
<i>Total</i>	\$	2,390,190.25	\$ 2,390,190.25	\$ 2,224,285.24	\$ 165,905.01	<u><u>\$ (0.00)</u></u>

Danville-Pittsylvania Regional Industrial Facility Authority

Rent, Interest, and Other Income Realized for Fiscal Year 2024

As of September 30, 2023

Source of Funds	Funding			Expenditures FY2023	Unexpended / Unencumbered
	Carryforward from FY2022	Receipts Current Month	Receipts FY2023		
<u>Carryforward</u>	\$ 747,607.08				
<u>Current Lessees</u>					
Institute for Advanced Learning and Research (IALR) ¹		\$ -	\$ 272,181.76		
Mountain View Farms of Virginia, L.C.		-	1,200.00		
Capital Outdoor, Inc.		-	2,000.00		
American Electric Power		-	19,500.00		
<u>Total Rent</u>		\$ -	\$ 294,881.76		
<u>Interest Received</u> ²		\$ -	\$ 32,553.25		
<u>Miscellaneous Income</u>		\$ -	\$ 2,291,856.64		
<u>Expenditures</u>					
Hawkins Research Bldg. Property Mgmt. Fee				\$ 272,181.76	
Incentive Disbursements to Morgan Olson, LLC				\$ 305,596.00	
Incentive Disbursements to MEP LLC				\$ 1,427.63	
Transfers to other funding sheets				\$ 882,707.95	
Totals	\$ 747,607.08	\$ -	\$ 2,619,291.65	\$ 1,461,913.34	\$ 1,904,985.39
				Restricted ¹	\$ 336,168.81
				Unrestricted	\$ 1,075,047.44
				Committed	\$ 493,769.14

¹ Please note that rent proceeds must be used in accordance with the U.S. Economic Development Administration's (EDA) Standard Terms and Conditions

² Please note that this is only interest received on RIFA's general money market account.

Danville-Pittsylvania Regional Industrial Facility Authority

Rent, Interest, and Other Income Realized for Fiscal Year 2024

As of September 30, 2023

Source of Funds	Funding				Unexpended / Unencumbered
	<u>Carryforward from FY2023</u>	<u>Receipts Current Month</u>	<u>Receipts FY2023</u>	<u>Expenditures FY2023</u>	
<u>Carryforward</u>	\$ 1,904,985.39				
<u>Current Lessees</u>					
Institute for Advanced Learning and Research (IALR) ¹		\$ 46,684.22	\$ 70,026.33		
Mountain View Farms of Virginia, L.C.			-		
Capital Outdoor, Inc.		-	2,000.00		
American Electric Power		-	1,500.00		
Total Rent		\$ 46,684.22	\$ 73,526.33		
<u>Interest Received</u> ²		\$ 5,430.37	\$ 10,600.84		
<u>Miscellaneous Income</u>		\$ 39,343.31	\$ 378,839.25		
Expenditures					
Hawkins Research Bldg. Property Mgmt. Fee				\$ 46,684.22	
Incentive Disbursements to Morgan Olson, LLC				\$ -	
Incentive Disbursements to MEP LLC				\$ -	
Transfers to other funding sheets				\$ 200,000.00	
Totals	\$ 1,904,985.39	\$ 91,457.90	\$ 462,966.42	\$ 246,684.22	\$ 2,121,267.59
				Restricted ¹	\$ 336,168.81
				Unrestricted	\$ 1,291,329.64
				Committed	\$ 493,769.14

¹ Please note that rent proceeds must be used in accordance with the U.S. Economic Development Administration's (EDA) Standard Terms and Conditions

² Please note that this is only interest received on RIFA's general money market account.

Danville-Pittsylvania Regional Industrial Facility Authority
Monthly Disbursements
September 2023

Check Number	Date	Vendor Name	Paid Amount
ACH	9/4/2023	City of Danville	59.40
ACH	9/4/2023	City of Danville	64.35
2586	09/11/2023	Dewberry Engineers	64,250.00
2587	09/11/2023	IALR	23,342.11
2588	09/11/2023	IALR	457.08
ACH	09/20/2023	Harland Clarke	90.54
ACH	09/20/2023	City of Danville	40.50

Danville-Pittsylvania Regional Ind. Facility Authority
Receipts from Hopkins Lumber
Through 9/30/2023

Type	Date	Name	Memo	Split	Amount
Deposit	10/14/2022	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	24,459.44
Deposit	10/20/2022	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	21,652.46
Deposit	10/27/2022	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	22,882.12
Deposit	11/02/2022	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	35,289.89
Deposit	11/09/2022	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	38,927.42
Deposit	11/16/2022	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	36,657.14
Deposit	11/22/2022	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	28,924.48
Deposit	11/30/2022	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	30,162.42
Deposit	12/07/2022	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	23,055.99
Deposit	12/15/2022	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	44,000.39
Deposit	12/20/2022	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	50,030.74
Deposit	01/03/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	72,406.59
Deposit	01/05/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	26,981.92
Deposit	01/10/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	38,939.65
Deposit	01/20/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	119,503.97
Deposit	01/24/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	56,975.03
Deposit	02/02/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	50,231.47
Deposit	02/14/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	17,783.97
Deposit	02/16/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	19,747.81
Deposit	02/23/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	14,304.61
Deposit	02/28/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	66,372.72
Deposit	03/08/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	19,188.90
Deposit	03/20/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	23,739.08
Deposit	03/23/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	28,471.11
Deposit	03/30/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	54,323.14
Deposit	04/06/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	10,398.79
Deposit	04/12/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	10,692.63
Deposit	04/19/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	22,117.14
Deposit	04/26/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	30,757.37
Deposit	05/04/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	9,074.04
Deposit	05/12/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	4,899.78
Deposit	05/16/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	6,809.14
Deposit	05/23/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	17,405.97
Deposit	06/02/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	16,617.32
Deposit	06/07/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	8,370.83
Deposit	06/26/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	14,073.03
Deposit	06/26/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	26,462.98
Deposit	06/28/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	10,511.29
Deposit	07/05/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	28,679.17
Deposit	07/12/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	5,527.40
Deposit	07/19/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	14,003.05
Deposit	07/25/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	35,983.89
Deposit	08/01/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	9,976.50
Deposit	08/09/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	20,722.06
Deposit	08/15/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	1,401.23
Deposit	08/22/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	23,202.64
Deposit	08/29/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	7,029.97
Deposit	09/06/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	9,573.59
Deposit	09/20/2023	Hopkins Lumber Contractors	Berry Hill Timber Sale per 7/19/2022 contract	4205 · Other Income	2,279.75
TOTAL					1,311,582.02

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Net Position^{1, 2}
September 30, 2023*

	Unaudited FY 2024
Assets	
<u>Current assets</u>	
Cash - checking	\$ 104,152
Cash - money market	1,639,976
Accounts receivable	1,614,916
Prepays	3,139
<i>Total current assets</i>	<u>3,362,183</u>
<u>Noncurrent assets</u>	
Restricted cash - project fund CCC bonds	20,802
Restricted cash - debt service fund CCC bonds	549,859
Capital assets not being depreciated	23,076,605
Capital assets being depreciated, net	20,080,266
Construction in progress	33,927,268
<i>Total noncurrent assets</i>	<u>77,654,800</u>
Total assets	<u>81,016,983</u>
Liabilities	
<u>Current liabilities</u>	
Retainage payable	265,731
Accrued interest	138,252
Accounts Payable	18,015
Unearned income	-
Economic development payable - current portion	147,000
Bonds payable - current portion	515,000
<i>Total current liabilities</i>	<u>1,083,998</u>
<u>Noncurrent liabilities</u>	
Bonds payable - less current portion	205,000
Loans payable - less current portion	4,500,000
<i>Total noncurrent liabilities</i>	<u>4,705,000</u>
Total liabilities	<u>5,788,998</u>
Net Position	
Net investment in capital assets	76,384,941
Restricted - debt reserves	549,859
Unrestricted	(1,706,815)
Total net position	<u>\$ 75,227,985</u>

¹ Please note this balance sheet does not include the Due to/Due from between the County and the City since it nets out and only changes at fiscal year-end.

² Please note this balance sheet does not include all general accounts receivable or accounts payable at the month-end date. This is because information regarding accrued receivables/payables is not available at the time of statement preparation.

*Please note these statements are for the period ended August 31, 2023 as of August 28, 2023, the date of preparation. Due to statement preparation occurring in close proximity to month-end, these statements may not include some pending adjustments for the period.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Revenues and Expenses and Changes in Fund Net Position
September 30, 2023*

	Unaudited FY 2024
Operating revenues	
Rental income	75,626
Other Income	178,839
Total operating revenues	<u>254,465</u>
Operating expenses⁴	
Mega Park expenses ³	65,928
Cane Creek Centre expenses ³	336
Cyber Park expenses ³	48,636
Professional fees	4,972
Insurance	-
Other operating expenses	1,367
Total operating expenses	<u>121,239</u>
Operating income (loss)	<u>133,226</u>
Non-operating revenues (expenses)	
Interest income	10,601
Interest expense	-
Total non-operating expenses, net	<u>10,601</u>
Net income (loss) before capital contributions	<u>143,827</u>
Capital contributions	
Contribution - City of Danville	370,136
Contribution - Pittsylvania County	370,136
Total capital contributions	<u>740,272</u>
Change in net position	<u>884,099</u>
Net position at July 1, 2023	<u>74,343,886</u>
Net position at September 30, 2023	<u><u>\$ 75,227,985</u></u>

³ A portion or all of these expenses may be capitalized at fiscal year-end.

⁴ Please note that most non-cash items, such as depreciation and amortization, are not included here until year-end entries are made.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Cash Flows
September 30, 2023*

	Unaudited FY 2024
Operating activities	
Receipts from leases	71,526
Other receipts	178,838
Payments to suppliers for goods and services	(600,783)
Net cash used by operating activities	(350,419)
Capital and related financing activities	
Capital contributions	740,272
Interest paid on bonds	(12,636)
Net cash provided by capital and related financing activities	727,636
Investing activities	
Interest received	10,601
Net cash provided by investing activities	10,601
Net increase (decrease) in cash and cash equivalents	387,818
Cash and cash equivalents - beginning of year (including restricted cash)	1,926,970
Cash and cash equivalents - through September 30, 2023 (including restricted cash)	\$ 2,314,788
Reconciliation of operating loss before capital contributions to net cash used by operating activities:	
Operating income (loss)	\$ 133,226
Adjustments to reconcile operating loss to net cash used by operating activities:	
Changes in assets and liabilities:	
Change in accounts payable	(479,545)
Change in unearned income	(4,100)
Net cash used by operating activities	\$ (350,419)

Components of cash and cash equivalents at September 30, 2023:	
American National - Checking	\$ 104,152
American National - General money market	1,639,976
Wells Fargo - \$7.3M Bonds CCC Debt service fund	549,859
Wells Fargo - \$7.3M Bonds CCC Project fund	20,802
	\$ 2,314,788