DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY AGENDA

City of Danville, Virginia
County of Pittsylvania, Virginia

Institute for Advanced Learning and Research
150 Slayton Avenue, Room 207
Danville, Virginia

December 9, 2024

12:00 PM

County of Pittsylvania Members

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

City of Danville Members

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

Staff

Kenneth F. Larking, City Manager Officer
Vincent Shorter, Interim 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 Regular Meeting held on November 13, 2024.

5. NEW BUSINESS

A. Presentation of a report from the Institute for Advanced Learning and Research to the Authority's Board of Directors – Telly D. Tucker, President, Institute for Advanced Learning and Research.

B. Consideration of Resolution No. 2024-12-09-5B, approving the total reimbursement of $1,220,222.00 in costs for work performed by Danville Utilities, in furtherance of Resolution No. 2015-08-10-5B, for Water System Improvements Phase II (Virginia System) in the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, where grant funds for such expenditures were received and retained by the Authority from that certain Virginia Tobacco Region Revitalization Commission Grant #3011; and where the Authority's Treasurer, as fiscal agent of the Authority, has determined that funding for the reimbursement amount is available within a line item previously approved by the Authority as "Southern Virginia Megasite at Berry Hill – Water & Sewer" [*No Written Resolution.*] – Michael L. Adkins, Authority Treasurer and Kenneth L. Larking, City Manager, City of Danville, Virginia

C. Consideration of Resolution No. 2024-12-09-5C, authorizing the chairman of the Authority to execute and deliver that certain Commitment Letter for a $1,895,000.00 loan from the Virginia Small Business Financing Authority to finance the purchase of certain real property consisting of approximately 289.47 acres (GPIN 1366-12-5834), commonly known as 5981 Berry Hill Road, Danville, VA 24541, near the Authority's Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia, in connection with Resolution No. 2024-09-09-5B – Corrie T. Bobe, Director of Economic Development, City of Danville and Matthew D. Rowe, Director of Economic Development, Pittsylvania County

D. Consideration of Resolution No. 2024-12-09-5D, approving a one-year renewal of the lease with Mountain View Farms of Virginia, L.C., a Virginia limited liability company, as tenant, for that certain real property (being a portion of GPIN 1356-80-4414) of the Authority, containing approximately 30 acres and fronting on Stateline Bridge Road, in the Authority's Southern Virginia Megasite at Berry Hill project, in Pittsylvania County, Virginia, for the purpose of planting and harvesting sod, soybeans, and/or other cover crops, but not tobacco, at a total rental fee of $1,200; such renewal also includes a 60-day early termination right and right to show the property to business recruits of the Authority – Michael C. Guanzon, Esq., Christian & Barton, L.L.P., Authority Legal Counsel

E. Financial status reports as of November 30, 2024 - Michael Adkins | Authority Treasurer.

6. 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.*

7. RETURN TO OPEN SESSION

A. Confirmation of Motion and Vote to Reconvene in Open Meeting.

B. Motion to Certify Closed Meeting.

COMMUNICATIONS

A. Authority Board Members

B. Staff

9. ADJOURN

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 4.A.

DATE: December 9, 2024

FROM: Susan DeMasi | Authority Secretary

RE: Consideration of Approval of Minutes from Regular Meeting held on November 13, 2024.

ATTACHMENTS

1. Meeting Minutes

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY
Minutes
November 13, 2024

A Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 1:53 p.m. on the above date at the Institute for Advanced Learning and Research, 150 Slayton Avenue, Room 207, Danville, Virginia. Present were City of Danville Members J. Lee Vogler, Jr., and Alternate Dr. Gary P. Miller, Vice Chairman Sherman M. Saunders was absent. Pittsylvania County Members present were Chairman William V. Ingram, Robert Tucker and Alternate Darrell Dalton.

City/County staff members attending were: Danville City Manager Ken Larking, Interim County Administrator Vincent Shorter, Authority Treasurer Michael Adkins, City of Danville Accountants Jaime Pritchett and Meredith Franklin, City of Danville Director of Economic Development Corrie Bobe, Pittsylvania County Director of Economic Development Matt Rowe, Pittsylvania County Project Manager Kattie Saunders, Legal Counsel to the Authority Michael C. Guanzon, Esq., and Secretary to the Authority Susan DeMasi. Also present were Brian Bradner, Shawn Harden and Joseph Snead from Dewberry, and Linda Green from SVRA.

Chairman William V. Ingram presided.

PUBLIC COMMENT PERIOD

No one present desired to be heard.

APPROVAL OF MINUTES OF THE OCTOBER 16, 2024, REGULAR MEETING

Upon **Motion** by Mr. Tucker and **second** by Dr. Miller, Minutes of the October 16, 2024, Regular Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. PRESENTATION OF AN UPDATE TO THE REGIONAL ECONOMIC DEVELOPMENT PLAN

City Manager Ken Larking introduced Greg Payne (via Zoom) from Economic Leadership, part of a team working with Dewberry to update the Regional Economic Development Plan. Mr. Payne will give a brief overview of the project and what they plan to accomplish with the update to the plan.

Mr. Payne noted the new plan has a timeline extending approximately until the fall of the upcoming year, and they will be working with Dewberry on some of the tasks. The key goal was an update to the previous plan that was released about five years ago. Since that time, a lot has happened in economies and economic development in the country and this region. Mr. Payne noted they needed to recognize some of the other recent trends and reports; one of those was *Looking Ahead 2042*, which looked at forty-six key issues of the region and ranked them and the region's readiness to handle them. The two most important issues that the region ranked itself low was in supply of housing and child care solutions. There were also plans and projects in the *Ongoing Case for Growth*; if good things were happening in the area how do you make the case that change was not scary but could be a positive for people in the region.

Mr. Payne reviewed the six main components and their timelines; the first was Industry Cluster Analysis. The basic analysis will look at the existing industry mix in the region, which were the strongest and which were emerging, and would also look at a list of other sectors, what were the national and regional trends for those, and how well they might be a good fit for the region.

The second component, Industrial Sites and Building Analysis, will be done in collaboration with Dewberry, reviewing how site selection factors have evolved in the last several years, looking at capacity of existing business parks, how much land was available, and how useable or developable it might be. Also, analyzing the existing building inventory of industrial buildings; they will be able to see where the gaps may be and forecast demand for certain types of product. Dewberry will be working on identifying the best sites for potential new business or industrial park development in the region.

The third component was Incentive Policies and Programs, weighing the different factors in US Incentive Policies, changes/updates and the framework for crafting incentive offers.

The fourth task was data center analysis; looking at demand trends nationally and regionally with Virginia being one of the leading states in the country for data centers. They will look at typical size of projects and their demand on power and water resources. Dewberry will be looking at the region's capacity to host data centers based on infrastructure the region has and some of the positive and negative impacts of data centers.

The fifth task was workforce analysis; they plan to wait until the spring to start that so the workforce data will be fresher when they finish the project. It will include data analysis of the region's labor shed. They will look at the various quality of life factors to attract and retain talent in the region, and the marketing approach for talent attraction.

The last task was looking at opportunities in the Agriculture and Forestry sectors including agritourism; how to best take advantage of the existing strengths and assets in forestry the region has, and what were some best practices nationally for protecting, preserving and growing these industries.

Mr. Payne asked the Board, of all the topics presented which one would they most like to be answered; which one or two was most important for the region to address successfully.

Dr. Miller noted data centers use a tremendous amount of power; mini nuclear power plants were one source of energy, but did not know if that was right for this region. Hydrogen power, was that a possibility; what were sources that might supply a data center. Mr. Payne noted in Loudon and in other places, each new data center was much bigger than previous centers were because of demands of AI. That will be part of their analysis, were there other potential energy sources. Dr. Miller noted data centers don't produce that many jobs, at least half the jobs were HVAC workers and electricians to keep the machines cool and running. If RIFA was looking into that, they need to see if they have enough electricians, plumbers and HVAC to staff those places. Mr. Payne noted the lack of skilled trade workers was consistent throughout the United States; the ability to get enough people trained was extremely important.

Mr. Vogler noted he was interested in the workforce portion of what was being looked at; does the region have what it needs, what was it missing. Was the region retaining the people, were they getting the types of people needed to fill the jobs they were trying to bring. Will any type of connectivity between housing and work force be a part of that, or something separate. Mr. Payne noted he thought that had to be part of it; quite a few housing studies they have seen identify the gaps; it was something they see in smaller communities throughout the nation. The lack of new construction, price points and types, particularly smaller, and attached housing, appeals to younger workers and families.

Board members thanked Mr. Payne for his presentation.

5B. CONSIDERATION OF RESOLUTION 2024-11-13-5B APPROVING THE FORM OF A LOCAL PERFORMANCE AGREEMENT

Pittsylvania County Director of Economic Development Matt Rowe noted this was a team effort with Ms. Bobe and Ms. Green; this was the Resolution for the Local Performance Agreement for the Microporous facility. It was 2,015 direct jobs and $1.35B in investment; it was roughly over a ten-year performance period, given the scale of the project. The incentive agreement was due to the work of the team, and the real reason this company was coming to the community was that RIFA was the most responsive. Ms. Bobe and Ms. Green led an amazing community benefits plan and got a perfect score. The company visited the community so often, the people they ran into, the board members and community members, everyone represented the community well. The Dewberry team did countless layouts for this facility; they were able to demonstrate to the Company how this site could be more competitive from a site development cost perspective than another site in North Carolina. Mr. Rowe noted it was important to highlight the work that Mr. Guanzon and Mr. Lippman have done; this was an extremely complex document and one of the strongest negotiations in RIFA's favor. Also, having Mr. Larking and Mr. Shorter standing behind the team, being on call to assist them. Mr. Rowe reviewed the incentives and congratulated everyone around the table, it was a team effort, it was a long time coming and thanked the Board; they have been very patient and professional.

City of Danville Director of Economic Development Corrie Bobe thanked Mr. Guanzon for thinking through how RIFA captures each of the phases of their growth. Dividing the property in half instead of allowing the lease on the full 212 acres of property, they cannot access the additional land without hitting certain milestones. They were keeping them accountable in order to move forward with the full incentive package and access to the whole property; they have those milestones and parameters in place.

Mr. Vogler **moved** for adoption of *Resolution 2024-11-13-5B*, *a Resolution approving the form of a Local Performance Agreement to be executed by the Authority and others, in anticipation of a public announcement of the business or industry's interest in locating its facility in the Authority's Southern Virginia Megasite at Berry Hill Project located in Pittsylvania County, Virginia, under which Agreement, the Authority or Pittsylvania County would provide to a company or industry known and recommended by the Authority's staff a Real Estate Tax Rebate for Year 1 through Year 12; a Machinery and Tools Tax Rebate for Year 1 through Year 12; a Danville-Pittsylvania County Enterprise Zone Jobs Grant of up to an estimated $2,015,000.00; the City of Danville, Virginia and/or County of Pittsylvania, Virginia would waive up to an estimated $1,000,000.00 of Building Zoning and Land Disturbance Permit Fees; and a Land Cost Grant up to an estimated $11,500,000.00, in exchange for capital investments of at least $1,350,600,000.00 and the creation of 2,015 full-time jobs with an average yearly base wage of at least $58,090.85.*

The Motion was **seconded** by Dr. Miller.

Mr. Ingram questioned the road by which the new Harville-Parkway now exists, was that part of RIFA property and Ms. Bobe explained RIFA acquired quite a bit of the roadway in order to create the connector road and still have additional acreage, about 165 acres surrounding the connector road as well. Mr. Rowe noted when RIFA purchased the property for the connector road, they utilized Tobacco Commission and MEI Megasite funds dedicated towards that. Mr. Rowe discussed Mrs. Weatherford selling her property to RIFA if they promised to bring good paying jobs to the area. Mr. Rowe stated it was not brought up at the announcement but was part of the package, RIFA, with assistance from the Danville Regional Foundation, will actually be facilitating the construction of a brand new training center on Mrs. Weatherford's property.

Mr. Guanzon stated based on what he has been hearing from Richmond, RIFA has the proven concept and this will be the catalyst for more. When staff put this local performance agreement together, they pushed to get all the details out. It was going to be such a huge investment and they were trying to make sure they were being kept to benchmarks on an annual basis so RIFA will know exactly what they were doing. As Mr. Rowe had mentioned, unlike other deals, RIFA was capturing not only the things they were giving the company as an incentive, staff was also capturing their expected return on investment as far as revenues and things like that. RIFA does not give them another 100 acres until they have done the first part of the phase.

Mr. Larking noted he wanted to reiterate staff cannot do the work they were able to without the support and resources the elected officials provide to them. It was work that has happened over many years, and it was extremely important to have the support of elected officials to make these kinds of things happen. When RIFA works on its Regional Economic Development Plan and thinks about where was the next investment they make in the community so that whoever was sitting in these seats ten years from now can have an announcement like RIFA did today, Mr. Larking noted it was not only the resources into the sites, there were talented people who worked hard, to find creative solutions to get other resources to make things happen and to get RIFA to the point they were today. Mr. Larking stated, on behalf of all staff members, thank you to the Board for what they have done to make this a reality.

Dr. Miller noted officials get the roads named after them, there should be a sign that, this project will provide major benefit and jobs to the citizens of Danville and Pittsylvania County, Eden, for generations to come. It was made possible with the dedication and hard work, and perseverance of the following persons – Linda Green, Corrie Bobe, Matt Rowe. People will forget who did the hard work. Ms. Green noted there should be a plaque with the names of the RIFA board members in effect at this point of time; at the end of the day, staff cannot do a thing without the support they have given. Mr. Vogler noted when this project was discussed last year, it was his thought to have every person who has ever served on RIFA be there and recognized, and stated he liked the idea of a plaque. If someone served on RIFA from the start of it to now, to be on it, every person who has passed through here and played a part, and questioned how they could make that happen.

Mr. Shorter noted his agreement with Dr. Miller on recognizing the staff members that work on these projects, and discussed the relationship of economic development, government and businesses. Today, they saw that come together. Mr. Bowman noted in the past he would ride the land with Coy Harville, when it was undeveloped; Mr. Harville had the vision for that piece of property and wanted to sell that idea.

The **Motion** was carried by the following vote:

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

5C. CONSIDERATION OF RESOLUTION 2024-11-13-5C APPROVING A MEMORANDUM OF UNDERSTANDING WITH SOUTHWESTERN VIRGINIA GAS COMPANY

Mr. Larking explained RIFA was in negotiations with Southwestern Virginia Gas Company regarding providing gas to the Megasite, specifically to Microporous. Mr. Guanzon noted this item was to authorize RIFA to move forward with the agreement as they negotiate. Staff will negotiate in good faith, but once the definitive agreements were prepared, staff will come back for an additional vote to authorize that.

Mr. Vogler **moved** for adoption of Resolution 2024-11-13-5C, *a Resolution approving the negotiation, execution and delivery of a Memorandum of Understanding with Southwestern Virginia Gas Company, a public service corporation, for certain natural gas infrastructure work within the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, including among other things, the interconnection with an existing pipeline, service extension within the Southern Virginia Megasite at Berry Hill and related facilities, all of which shall not to exceed an aggregate cost of $15,000,000.00, where the Authority will be entitled to certain proceeds deriving from the project, all of which will be more fully described in definitive agreements; and where the Memorandum of Understanding will be subject to the approval by legal counsel to the Authority as to legal form.*

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

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

5D. CONSIDERATION OF RESOLUTION 2024-11-13-5D AUTHORIZING THE CHAIRMAN TO EXECUTE A TERM SHEET FOR A $20,000,000.00 LOAN FROM THE TOBACCO COMMISSION

Mr. Larking explained staff has a draft term sheet with the Tobacco Commission. It was an expensive project to extend gas to a customer and in order to do that for one customer at the end of the line, it took some creative thinking; a lot of staff time was spent to make that happen. They appreciate Ms. Green's leadership, going to the Tobacco Commission and asking for this loan. The Tobacco Commission will loan RIFA the funds; there will be an advance to the gas company from that loan, in order to build the infrastructure necessary to serve the entire site, and more specifically to get it to Microporous in the near term. Staff did receive grant funding of about $6M from the Virginia Business Ready Site Plan to help pay for part of this infrastructure and also a $500,000 grant from the Tobacco Commission to help pay for design.

Mr. Guanzon noted, similar to the other item, this was not approving the loan document itself, it was just to get RIFA to the next level. Once the formal loan documents and final structure have been negotiated, it will come back to the RIFA board for review and approval.

Mr. Vogler **moved** for adoption of Resolution 2024-11-13-5D, *a Resolution authorizing the Chairman of the Authority to execute and deliver that certain Term Sheet for a $20,000,000.00 loan from the Virginia Tobacco Region Revitalization Commission to finance a new and improved Gas Gate and Service Extension to the Authority's Southern Virginia Megasite at Berry Hill Project, located in Pittsylvania County, Virginia, in furtherance of Resolution No. 2024-11-13-5B.*

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

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

5E. CONSIDERATION OF RESOLUTION NO. 2024-11-13-5E APPROVING A MITIGATION AGREEMENT WITH HGS, LLC

Brian Bradner, Dewberry Engineers, explained that any additional wetland impacts that would take place at the Southern Virginia Megasite will require a level of mitigation for those permanent approvals. Last year, RIFA entered into a contract with Resource Environmental, or RES, who was a national provider of wetland mitigation for situations such as RIFA's. They worked with them to identify areas on site within the overall industrial park that were not set up for development. In addition, they have control of offsite property to basically provide the credits that would be necessary for what potentially they see as wetland mitigation needs. The offsite property they currently have an option on, they will close on that at the end of this year. What was before the Board today was asking for the ability to enter into an agreement with them for a period of two years. RES would be the provider of mitigation credits should RIFA need them; it was not obligating RIFA to make any specific purchase. There was a $50,000 up front payment; if no credits were purchased at the end of that two years, that $50,000 can be reimbursed.

Mr. Guanzon noted they were locking in a price for the next two years; if the Board does not exercise the option, they get to keep the $50,000, but if for whatever reason the Army Corp or DEQ tells RIFA they don't want them to have a certain type of credit, they want something else, RIFA would get a pro rata portion of that $50,000 back. Right now, there were not any other credits readily available, so it would be good for RIFA to lock in a price, but it was not committing them to do anything.

Mr. Tucker **moved** for adoption of a Resolution 2024-11-13-5E, *a Resolution approving the Negotiation, Execution and Delivery of a Mitigation Agreement with HGS, LLC, a wholly-owned subsidiary of Resource Environmental Solutions, LLC, a Louisiana Limited Liability Company, for certain wetlands mitigation work within the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, and where the Mitigation Agreement's Minimum Business Terms will include a $50,000.00 fee for a 2-Year option to buy certain environmental credits at a set rate, and if changes in Governmental Regulations or guidance cause the Authority's inability to use the environmental credits, then HGS, LLC* *will refund a pro rata portion of the $50,000.00 fee; and where the Mitigation Agreement will be subject to the approval by Legal Counsel to the Authority as to legal form.*

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

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

5D. FINANCIAL STATUS REPORTS AS OF OCTOBER 31, 2024.

Authority Treasurer Michael Adkins gave the Financial Status report as of October 31, 2024, beginning with the $7.3M Bonds for Cane Creek which had no activity for October. General Expenditures for the current fiscal year include a payment to Womack Publishing of $1,009.00 for the public notices of the cemetery relocation that were required; legal fees to Christian & Barton of $42,253, $5,000 to Brown Edwards, the third party auditor for an interim progress payment on the fiscal year 2024 audit; meals at the Institute of $471, monthly utilities of $129 and the recurring monthly maintenance Sellars Brothers provides at Cane Creek and Berry Hill of $4,890. Funding at Berry Hill Other than Bonds had one expenditure to Troutman Pepper Hamilton Saunders for legal services of $490. Lot 4 had no activity and under Lots 1 and 2, RIFA made a final payment to Fifth Mountain Engineering of $1,642. Water and Sewer at Berry Hill and Cyber Park Site Development had no expenditures for October. Rent, Interest and Other Income show RIFA received their $1,500 per month lease payment from AEP, and monthly rent from the Institute for the Hawkins' building of $23,342. Other miscellaneous income items show RIFA received $30,152 from VDOT, an installment of reimbursement for relocating the Megapark sign. RIFA continued to receive timber sales income from Hopkins' Lumber, receiving a little over $13,500 during the month of October; that brings the total timber sales for the past two year period up to $1.9M. The Tobacco Commission also paid the final draw on Grant 3011, that was for infrastructure at the Megapark; RIFA received $1.2M and eventually that money will be reimbursed to the City for utility infrastructure. Once all the infrastructure was complete, that asset will be transferred to RIFA as owner. Eventually, staff will bring a request to transfer that money to the City in reimbursement for the infrastructure construction costs. As far as expenses, RIFA had its recurring monthly expense to the Institute for the Hawkins' Building of $23,342, and RIFA made two payments to KFH Group, the group doing the Regional Bus Feasibility Study, and those totaled $12,324.

Mr. Vogler **moved** to accept the Treasurer's Report, the Motion was **seconded** by Mr. Tucker and carried by the following vote:

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

6. CLOSED SESSION

At 2:50 p.m. Mr. Vogler **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

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

7. RETURN TO OPEN SESSION

On **Motion** by Mr. Vogler and **second** by Mr. Tucker and by unanimous vote at 3:26 p.m., the Authority returned to open meeting.

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

That the Authority certify that, to the best of each Member's knowledge:

(i) only public business matters lawfully exempted from 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 Authority.

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

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

8. COMMUNICATIONS

Board members and staff noted it was a good meeting, they were grateful to the people in the room and to those who came before. It was a great day for the region, and the partnership between the City and the County was evidence of that, and believed the best was yet to come. Staff thanked the Board for their support and all the partners that worked with them to make this event take place; they looked forward to continuing moving the region forward.

Meeting adjourned at 3:45 p.m.

APPROVED:

____
Chairman

____
Secretary to the Authority

ITEM: 5.A.

DATE: December 9, 2024

FROM: Ken Larking | Danville City Manager

RE: Presentation of a report from the Institute for Advanced Learning and Research to the Authority's Board of Directors – Telly D. Tucker, President, Institute for Advanced Learning and Research.

ATTACHMENTS

None

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.B.

DATE: December 9, 2024

FROM: Michael Adkins | Authority Treasurer
Ken Larking | Danville City Manager

RE: Consideration of Resolution No. 2024-12-09-5B, approving the total reimbursement of $1,220,222.00 in costs for work performed by Danville Utilities, in furtherance of Resolution No. 2015-08-10-5B, for Water System Improvements Phase II (Virginia System) in the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, where grant funds for such expenditures were received and retained by the Authority from that certain Virginia Tobacco Region Revitalization Commission Grant #3011; and where the Authority's Treasurer, as fiscal agent of the Authority, has determined that funding for the reimbursement amount is available within a line item previously approved by the Authority as "Southern Virginia Megasite at Berry Hill – Water & Sewer" [*No Written Resolution.*] – Michael L. Adkins, Authority Treasurer and Kenneth L. Larking, City Manager, City of Danville, Virginia

ATTACHMENTS

None

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.C.

DATE: December 9, 2024

FROM: Corrie Bobe |Danville Director of Economic Development + Tourism
Matt Rowe | Pittsylvania County Director of Economic Development

RE: Consideration of Resolution No. 2024-12-09-5C, authorizing the chairman of the Authority to execute and deliver that certain Commitment Letter for a $1,895,000.00 loan from the Virginia Small Business Financing Authority to finance the purchase of certain real property consisting of approximately 289.47 acres (GPIN 1366-12-5834), commonly known as 5981 Berry Hill Road, Danville, VA 24541, near the Authority's Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia, in connection with Resolution No. 2024-09-09-5B – Corrie T. Bobe, Director of Economic Development, City of Danville and Matthew D. Rowe, Director of Economic Development, Pittsylvania County

ATTACHMENTS

1. Resolution 2024-12-09-5C
2. Exhibit A

Resolution No. 2024-12-09-5C

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE AUTHORITY TO EXECUTE AND DELIVER THAT CERTAIN COMMITMENT LETTER FOR A $1,895,000.00 LOAN FROM THE VIRGINIA SMALL BUSINESS FINANCING AUTHORITY TO FINANCE THE PURCHASE OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 289.47 ACRES (GPIN 1366-12-5834), COMMONLY KNOWN AS 5981 BERRY HILL ROAD, DANVILLE, VA 24541, NEAR THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, IN CONNECTION WITH RESOLUTION NO. 2024-09-09-5B

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, pursuant to Resolution No. 2024-09-09-5B, the Authority authorized the execution of that certain Contract of Sale with Waller S. Hairston, William Hunt Hairston, Allen Waller Hairston, Anne Bartlett Hairston-Strang, and Sallie Hairston Miller, collectively as sellers, for certain real property containing approximately 289.47 acres (GPIN 1366-12-5834) located in Pittsylvania County, Virginia, commonly known as Berry Hill Road/863 Dan River-Oak Hill Tr. (the "**Contract of Sale**"), for part of its continued development of the Authority's Southern Virginia Megasite at Berry Hill project (the "**SVM**"), located in Pittsylvania County, Virginia; and

WHEREAS, pursuant to Resolution No. 2024-09-09-5B, the Authority was authorized to deliver a non-refundable deposit, and any extension option fees, if applicable, but excluded the balance of the purchase price; and

WHEREAS, to be able to close the purchase under the Contract of Sale, and as a requirement for a $1,895,000.00 loan from the Virginia Small Business Financing Authority ("**VSBFA**"), the Authority has determined that the terms and conditions of a commitment letter provided by VSBFA, as more fully described in **Exhibit A** (the "**Commitment Letter**"), attached hereto and incorporated herein by this reference, are reasonable and appropriate and are in furtherance of the continued development of the SVM; 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 and the County for the Authority to execute and deliver the Commitment Letter.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby authorizes and approves the execution and delivery of the Commitment Letter with VSBFA, as described in this Resolution and substantially in the form set forth in **Exhibit A**, each of the Authority's Chairman and Vice Chairman, in consultation with each other, is authorized to further modify the Commitment Letter on such terms and conditions as the Chairman or Vice Chairman, in consultation with the other, determines to be reasonable, appropriate and consistent with this Resolution and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Commitment Letter, and all other related documents to consummate the transaction, on behalf of the Authority, such execution of the Commitment Letter, and related documents by the Chairman (or Vice Chairman as the case may be) to conclusively establish his approval of any modifications as consulted by and between the Chairman and Vice Chairman.

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 the Commitment 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 Commitment 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.

- # -

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 December 09, 2024, 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 9th day of December 2024.

____

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

(SEAL)

Exhibit A

(VSBFA Commitment Letter)

VSBFA
Virginia Small Business Financing Authority

P.O. Box 446
Richmond, VA 23218-0446
804-371-8254 / f 804-225-3384
sbsd.virginia.gov

November 5, 2024

Matthew D. Rowe
Director of Economic Development
Pittsylvania County, Virginia
427 Patton Street
P.O. Box 3300
Danville, VA 24543-3300

RE: VSBFA Economic Development Loan Fund Commitment –Acquisition of 5981 Berry Hill Road

Dear Matt:

I am pleased to advise that the Virginia Small Business Financing Authority ("Lender") has approved the request of the Danville-Pittsylvania Regional Industrial Facility Authority ("Borrower") for a loan in an amount not to exceed One Million Eight Hundred Ninety-Five Thousand Dollars ($1,895,000) (the "Loan") subject to the terms and conditions herein.

1. **Basic Terms:**

   (a) **Borrower:** The Danville-Pittsylvania Regional Industrial Facility Authority (DPRIFA).

   (b) **Loan Amount**: Not to exceed One Million Eight Hundred Ninety-Five Thousand Dollars ($1,895,000.00).

   (c) **Interest Rate:** Interest will be fixed at Interest will be fixed at five and a half percent (5.5%) per annum. Interest shall be computed based on the actual number of days the Loan is outstanding as if each year were composed of 365 days. In the event of default under any of the Loan Documents, the interest rate on the Loan may be increased by 5%.

   (d) **Closing Date:** Closing shall take place no later than February 1, 2025.

   (e) **Maturity Date:** The "Maturity Date" shall be ten years (120 months) from the Note Date.

2. **Project Location:** Commercial property located at 5981 Berry Hill Road, Danville, Virginia 24541 (the "Property").

3. **Purpose of Loan:** To finance the acquisition of the 290-acre commercial property known as 5981 Berry Hill Road, Danville, Virginia 24541.

4. **Payments:** The Loan shall be amortized on a Twenty (20) year basis with monthly payments for the first twelve (12) months calculated at interest only (the "Interest Period"). After the end of the Interest Period, Borrower shall make one hundred and eight (108) consecutive monthly principal and interest payments in the approximate amount of $13,039.22 until the Maturity Date, at which time all outstanding amounts owing under the Loan are due in full.

   Notwithstanding the foregoing, all principal, interest, late charges, and other outstanding amounts owing under the Loan shall be due and payable on the Maturity Date. Any payments which are not received by the

Lender within ten (10) days of the due date shall be subject to a late charge of five percent (5%), or $250, whichever is less.

5. **Loan Advances:** The proceeds of the Loan will be advanced during the Interest Period in no more than six (6) draws.

6. **Guarantors:** The Loan will also be supported by a Moral Obligation from the City of Danville, Virginia (the "City") and from Pittsylvania County, Virginia (the "County")

7. **Collateral:** Repayment of the Loan will be secured by a First Deed of Trust on a 290-acre commercial property located at 5981 Berry Hill Road, Danville, Virginia 24541 (the "Collateral").

In no event shall Lender be required to enter into a subordination agreement (i) while a default under the Loan Documents shall have occurred and be continuing and (ii) by which Lender would waive or agree to postpone the exercise of any rights or remedies in the event of default under the Loan Documents. Lender shall require the parties referenced in this Section 7 to execute estoppel certificates and subordination and intercreditor agreements satisfactory to Lender in its sole discretion and provide Lender any information or documents requested.

8. **Quality of Documents and Items:** Each document and item required to be submitted to Lender pursuant to this Commitment shall be satisfactory in form and substance to Lender and its legal counsel, in their sole discretion.

9. **Required Jobs**: It is a requirement of the Loan that the Southern Virginia Mega Site Project adjacent to the Property (the "Project") shall create Two Thousand and Fifteen (2,015) permanent, full-time jobs at the Project as a result within five years of the date of loan closing (collectively, "Required Jobs"). Borrower shall provide evidence of such Required Jobs to Lender as requested.

10. **Conditions of Loan**: As conditions precedent to the Loan, all conditions and requirements in this Commitment must be satisfied to Lender's satisfaction, as determined by Lender in its sole discretion and Borrower must have provided or caused to be provided to Lender, and Lender must have received, reviewed and found satisfactory, the following:

(a) **Loan Documents**: Note, loan agreement, security agreement, Moral Obligation Support Agreements from the County of Pittsylvania, Virginia and City of Danville, Virginia, and other documents as Lender may require (collectively, the "Loan Documents"), duly executed, acknowledged and/or sworn to and delivered, upon the terms of this Commitment and containing such representations and warranties and affirmative and negative covenants, together with other additional terms and conditions, as Lender may require.

(b) **Authority and Capacity**: Evidence of the existence, good standing, authority, and capacity of the Borrower and their respective constituents and representatives as Lender may require. Borrower's organizational documents shall be subject to review and approval by Lender.

(c) **Survey:** N/A

(d) **Flood Hazards:** Evidence that the Collateral is not within an area identified as having special flood hazards or evidence of flood insurance as required by applicable law.

(e) **Insurance:** Borrower's effective, paid-up policies of fire and all-risk replacement cost coverage of all insurable Collateral with standard non-contributory mortgage clause in favor of Lender and with loss proceeds payable to Lender; comprehensive general public liability insurance with Lender as an additional insured; and such other or additional insurance, and covering such risks, as Lender requires. All policies must be written by insurers, in amounts, with endorsements, and on terms and conditions satisfactory to Lender.

(f) **Appraisal:** An "upon completion" appraisal is required with no less than a 90% loan to value, along with Final Title Policy.

(g) **Financial Statements:** On an annual basis and within 180 days of Borrower's and the City's year-end, Borrower, City and County shall each provide copies of their respective audited year-end financial statements, in form and content satisfactory to Lender.

(h) **Title Insurance:** A binding commitment for mortgagee title insurance in form satisfactory to Lender (with complete, legible copies of all plats and exception documents) at least twenty (20) days before Loan closing. Promptly after closing, Borrower shall provide Lender a mortgagee title policy in the Loan amount with only those exceptions or exclusions approved by Lender in writing and including all endorsements required by Lender.

(i) **Attorney's Opinion:** The written opinion(s) of counsel for Borrower addressed to Lender confirming the legal status and authority of Borrower, the due authorization, execution and delivery, and the validity, binding effect and enforceability of the Loan Documents, the creation, validity, and perfection of the liens and security interests created by the Loan Documents and such other matters as Lender requests. Such counsel and opinion(s) must be satisfactory to Lender.

(j) **Project Condition and Compliance:** Evidence that the contemplated business operations at the Project comply with all applicable laws.

(k) **Environmental Compliance/Report:** Evidence satisfactory to Lender that the Collateral does not contain and is not within any area designated as a hazardous waste site or as wetlands by any federal, state or other governmental authority, that such property of the Borrower nor any adjoining property does not contain or has ever contained any hazardous, toxic or regulated substance and that the intended use or activity on such property does not violate or could be subject to any response, remediation, clean-up or other obligation under any law or other legal requirement pertaining to health or the environment.

(l) **Additional Conditions:** The Loan Documents shall contain standard negative covenants, including prohibition against (i) payment of dividends or distributions of any kind to equity holders or management; or (ii) repayment of loans made to a Borrower by equity holders or management; (iii) repayment of any subordinated debt. **Borrower agrees to provide financial information, and other information in support of Lender's economic development reporting requirements (equity or capital investment, job creation, etc.), as may be reasonably requested from time to time.**

(m) **Date for Submissions:** All submissions must be made, and all conditions must be satisfied by Borrower at least seven (7) business days prior to Loan closing (unless an earlier date is specified).

(n) **Miscellaneous:** Such other evidence, documents, certificates and items requested by Lender that are customarily provided in loan transactions of this type or necessary in connection with any other requirement of this Commitment.

12. General Conditions

12.1 **Termination of Commitment:** Lender may terminate this Commitment if there shall have occurred, in the opinion of Lender, from the date of Borrower application for the Loan (a) any change in the ownership or capital structure of Borrower, (b) any material adverse change with respect to the security for the Loan or other source of repayment of the Loan, (c) any material adverse change in the business or financial condition of the Borrower, or in any other state of facts submitted to Lender in connection with the Loan, (d) any damage to the Property by fire, casualty or other cause or any part of the Collateral is taken in condemnation or other like proceeding, or any such proceeding is pending at the time of Closing, or (e) any pending or threatened litigation by any Borrower, or any affiliate of any Borrower against Lender.

12.2 **Applicable Law:** THIS COMMITMENT AND THE LOAN DOCUMENTS SHALL BE GOVERNED ENTIRELY BY VIRGINIA LAW AND APPLICABLE UNITED STATES FEDERAL LAW.

12.3 **Entire Agreement:** The terms set forth above represent the entire understanding between Borrower and Lender with respect to the subject matter of this Commitment, and this Commitment supersedes any prior and contemporaneous agreements, commitments, discussions and understandings, oral or written, with respect to the subject matter hereof.

12.4 **Controlling Agreement:** This Commitment is hereby limited so that in no event shall the interest taken, reserved, contracted for, charged or received exceed the maximum nonusurious amount permitted by applicable law; and any provision possibly to the contrary shall be automatically reformed and the interest payable automatically reduced to such maximum amount, without necessity of execution of any amendment or new document.

12.5 **Assignability:** This Commitment cannot be assigned by Borrower without Lender's prior written approval, nor shall any third party rely hereon or be deemed a party benefited hereby.

12.6 **Costs:** Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with the Loan (pre- and post-closing), including, but not limited to, all insurance, appraisal, survey, recording, environmental, engineering, closing, escrow and title, title insurance fees and costs, and all fees and expenses of Lender's outside legal counsel and the cost of any other reports or tests deemed necessary by Lender to satisfy the requirements of Section 10(k). Such costs and expenses incurred at or prior to Loan closing shall be due and payable prior to the closing of the Loan. In the event the Loan Documents are not negotiated by Borrower or its counsel and Borrower is able to satisfy the conditions of this Commitment, Lender estimates that counsel fees for Lender will not exceed $24,000.00. The provisions of this paragraph shall survive the expiration or termination of this Commitment.

If, for any reason, the credit transaction currently under discussion between us fails to close on or before February 1, 2025, Lender agrees to terminate such initial financing statement (unless Borrower otherwise agrees to extend such date in writing.)

13. **Acceptance; Termination**: This Commitment shall terminate automatically without notice at 5:00 p.m. Richmond local time on **December 15, 2024, unless before that time Borrower has accepted it by delivering to Lender one copy duly executed of this Commitment**. If all the conditions of this Commitment have not been satisfied or if Lender and Borrower are unable to agree on and reduce to writing all of the Loan Documents in a manner satisfactory to both of them by the Closing Date, time being of the essence, or if there has been any misrepresentation or any material error in anything submitted to Lender regarding the Loan or pursuant to any other provision hereof, the Lender shall have the option to terminate this Commitment. Upon any such termination, all obligations hereunder shall terminate except as specified in Section 12.6.

14. **Full Faith and Credit**: Nothing in this Commitment shall be construed to create an obligation on the part of the Commonwealth of Virginia or any political subdivision thereof to pay any amounts referred to herein or any interest or other costs incident thereto, except from the revenue of Lender and that neither the faith and credit nor the taxing power of the Commonwealth or any political subdivision thereof is pledged to the payment of any amounts due pursuant to this Commitment.

Matthew D. Rowe
Danville-Pittsylvania Regional Industrial Facility Authority
November 5, 2024

THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Very truly yours,

VIRGINIA SMALL BUSINESS FINANCING AUTHORITY

Linda Tackett

Linda K. Tackett
Regional Lending Manager

The undersigned accept and agree to all the terms and conditions of the foregoing Commitment.

Danville-Pittsylvania Regional Industrial Facility Authority (DPRIFA)

By: ________________________________

Name/Title: __________________________

Date: ______________________________

BORROWER'S CLOSING ATTORNEY:

Name: _____________________________

Law Firm: ___________________________

Phone: _____________________________

E-Mail: _____________________________

EXHIBIT A

FEDERAL REQUIREMENTS

1. PAYMENT OF TAXES. Economic Development Authority of Pulaski County Virginia ("Borrower") certifies that it has paid all taxes due and payable to the U.S. Internal Revenue Service and the Commonwealth of Virginia as of the Closing Date of the Loan.

2. NOT LOCATED IN FLOOD PLAIN. Borrower certifies that the building, either securing this Loan or containing assets that secure this Loan, is not located in a flood plain, or is covered by flood insurance as required by applicable law in accordance with paragraph 8 below.

3. CIVIL RIGHTS

(a) Borrower certifies that it is, and will be, in compliance with all Federal requirements and Federal and State laws regarding Civil Rights, including but not limited to:

(1) Section 601 of Title VI of the Civil Rights Act of 1964, codified at 42 U.S.C. 2000d et seq. (proscribing discrimination on the basis of race, color or national origin), and the Department of Commerce's implementing regulations found at 15 CFR part 8;

(2) 42 U.S.C. 3123 (Proscribing discrimination on the basis of sex);

(3) 29 U.S.C. 794, as amended, and the Department of Commerce's implementing regulations found at 15 CFR part 8b (proscribing discrimination on the basis of disabilities);

(4) 42 U.S.C. 6101, as amended, and the Department of Commerce's implementing regulations found at 15 CFR part 20;

(5) 42 U.S.C. 6709 (proscribing discrimination on the basis of sex under the Local Public Works Program); and

(6) Other Federal statues, regulations and Executive Orders as applicable.

(b) Borrower will not intimidate, threaten, coerce, or discriminate against, any person for the purpose of interfering with any right or privilege secured by section 601 of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, 42 U.S.C. 3123, 42 U.S.C. 6709, and the Age Discrimination Act of 1975, or because the person has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part.

4. ENVIRONMENT. Borrower certifies that it is, and will be, in compliance with all Federal and State laws, including but not limited to:

a) The Clean Air Act, as amended (42 U.S.C. 740l et seq.);

b) The Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.);

c) The Coastal Zone Management Act of 1972, P.L. 92-583, as amended (l6 U.S.C. 1451, et seq.);

d) Executive Order 11988, Floodplain Management (May 24, 1977), and regulations and guidelines issued thereunder by the Economic Development Administration;

e) Executive Order 11990, Protection of Wetlands (May 24, 1977);

f) The Endangered Species Act of 1973 P.L. 93-205, as amended (16 U.S.C. 1531, et seq.);

g) The Safe Drinking Water Act, P.L. 93-523, as amended (42 U.S.C. 300f-300J-26);

h) The Wild and Scenic Rivers Act, as amended (16 U.S.C. 1271, et seq.);

i) The Resource Conservation and Recovery Act of 1976, P.L. 94-580, as amended (42 U.S.C. 6901);

j) Historical and Archeological Data Preservation Act, Pub. L. 86-523, as amended, 16 U.S.C. § 469a-1 et. seq.;

k) National Historic Preservation Act of 1966, Pub. L. 89-665, as amended, 16 U.S.C. § 470 et.seq.;

l) Flood Disaster Protection Act of 1973, Pub. L. 93-234, as amended, 42 U.S.C. § 4002 et seq.;

m) Farmland Protection Policy Act, Pub. L. 97-98, as amended, 7 U.S.C. § 4201 et.seq.; and

n) Other Federal Environmental Statutes and Executive Orders, and state laws as applicable.

5. ENVIRONMENTAL REQUIREMENTS

Borrower agrees to be responsible for all liabilities that might be incurred as a result of providing an award to assist, directly or indirectly, in the preparation of site construction, renovation, or repair of any facility or site, if applicable, to the extent that such liabilities are incurred because of ground water, surface soil, or other conditions caused by operations of Borrower or any of its predecessors on the property.

Borrower further agrees to provide a Phase I environmental audit of the real estate, if any, held as collateral acceptable to Lender and agrees to comply with applicable laws and statutes including, but not limited to, those listed in this Agreement.

6. ELIGIBLE LENDING AREA

Borrower agrees to maintain its operations within ☐ COUNTY of Pittsylvania, Virginia. In the event that operations are moved out of this community, the outstanding balance of the Loan will be immediately due and payable.

7. EARTHQUAKE REQUIREMENTS. For new building construction projects: Borrower is aware of and intends to comply with one of three model Codes outlined by the Committee on Seismic Safety in Construction (ICSSC): 1991 ICBO Uniform Building Code; 1992 Supplement to the BUCA National Building Code; or 1991 Amendments to the SBCC Standard Building Code.

8. FLOOD HAZARD INSURANCE. Where applicable, Borrower will obtain flood hazard insurance pursuant to the Flood Disaster Protection Act of 1973, P.L. 93-234, as amended (42 U.S.C. 4002, et seq.)

9. DAVIS-BACON ACT. Borrower certifies that if construction is being financed in whole or in part by the Loan and when any related construction contract exceeds $2,000, it will comply with the Davis-Bacon Act, as amended [40 U.S.C. 276a-276a-5); 42 U.S.C. 3222]

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT & ANTI-KICKBACK ACT

Borrower certifies that, if applicable, it will comply with the Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333), and with the Anti-Kickback Act, as amended (40 U.S.C. 276(c); 18 U.S.C. 874).

11. **ACCESS FOR THE HANDICAPPED**. Borrower certifies that if the Loan is used in whole or in part to finance a building or facility intended for use by the public or the employment of physically handicapped, it must be accessible to the physically handicapped, pursuant to Public Law 90-480, as amended (42 U.S.C. 4151, et seq.), and the regulations issued thereunder.

12. **CONFLICT OF INTEREST**

a) Borrower certifies that, to its knowledge, no owner of an interest in Borrower is related by blood, marriage, law or business arrangement to the Lender or an employee of Lender or any member of Lender's Board of Directors, or a member of any other Board (hereinafter referred to as "other Board") which advises, approves, recommends or otherwise participates in decisions concerning loans or the use of grant funds.

b) Borrower certifies that it is aware that no officer, employee, or member of Lender's Board of Directors, or other Board, or person related to the officer employee, or member of the Board by blood, marriage, law, or business arrangement may receive any benefits resulting from the use of loan or grant funds, unless the officer, employee, or Board member affected first discloses to the Lender of public record the proposed or potential benefit and receives Lender's written determination that the benefit involved is not so substantial as to affect the integrity of Lender's decision process and of the services of the officer, employee or board member.

13. **NOTICE OF DEBARMENT**. Borrower agrees to notify the Lender immediately upon notification that it has been debarred, suspended, or otherwise excluded from receiving federal financial assistance.

Danville-Pittsylvania Regional Industrial Facility Authority (DPRIFA)

By: ____
Title: ____________________________________
Name: ____________________________________

Date: ______________________

EXHIBIT B

Virginia Small Business Financing Authority

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Danville-Pittsylvania Regional Industrial Facility Authority	02-0613321
Name of Applicant Business	Tax ID #

(1) The applicant business certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

(b) Have not within a three-year period preceding the application for this loan been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification, and

(d) Have not, within a three-year period preceding the application for this loan, had any public transaction (Federal, State, or local) terminated for cause or default.

(2) Where the applicant business is unable to certify to any of the statements in this certification, such applicant business shall attach an explanation to this proposal.

Borrower Name: Danville-Pittsylvania Regional Industrial Facility Authority

Date: _________________

By: ____
Signature of Authorized Representative

____
Name and Title of Authorized Representative

Form **W-9** (Rev. November 2005) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

See Specific Instructions on page 2. Print or type

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 11-2005)

PLEASE RETURN THIS COMPLETED FORM WITH EXECUTED COMMITMENT LETTER

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.D.

DATE: December 9, 2024

FROM: Michael Guanzon | Legal Counsel to Authority

RE: Consideration of Resolution No. 2024-12-09-5D, approving a one-year renewal of the lease with Mountain View Farms of Virginia, L.C., a Virginia limited liability company, as tenant, for that certain real property (being a portion of GPIN 1356-80-4414) of the Authority, containing approximately 30 acres and fronting on Stateline Bridge Road, in the Authority's Southern Virginia Megasite at Berry Hill project, in Pittsylvania County, Virginia, for the purpose of planting and harvesting sod, soybeans, and/or other cover crops, but not tobacco, at a total rental fee of $1,200; such renewal also includes a 60-day early termination right and right to show the property to business recruits of the Authority – Michael C. Guanzon, Esq., Christian & Barton, L.L.P., Authority Legal Counsel

ATTACHMENTS

1. Resolution 2024-12-09-5D
2. Exhibit A

Resolution No. 2024-12-09-5D

A RESOLUTION APPROVING A ONE-YEAR RENEWAL OF THE LEASE WITH MOUNTAIN VIEW FARMS OF VIRGINIA, L.C., A VIRGINIA LIMITED LIABILITY COMPANY, AS TENANT, FOR THAT CERTAIN REAL PROPERTY (BEING A PORTION OF GPIN 1356-80-4414) OF THE AUTHORITY, CONTAINING APPROXIMATELY 30 ACRES AND FRONTING ON STATELINE BRIDGE ROAD, IN THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL PROJECT, IN PITTSYLVANIA COUNTY, VIRGINIA, FOR THE PURPOSE OF PLANTING AND HARVESTING SOD, SOYBEANS, AND/OR OTHER COVER CROPS, BUT NOT TOBACCO, AT A TOTAL RENTAL FEE OF $1,200; SUCH RENEWAL ALSO INCLUDES A 60-DAY EARLY TERMINATION RIGHT AND RIGHT TO SHOW THE PROPERTY TO BUSINESS RECRUITS OF THE AUTHORITY

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, Mountain View Farms of Virginia, L.C., a Virginia limited liability company (**"Mountain View"**), entered into that certain Lease Agreement with the Authority, dated as of January 15, 2012, as last renewed by that certain 2024 Lease Renewal Agreement dated as of January 1, 2024 (the **"Current Lease"**), to lease certain real property (being a portion of GPIN 1356-80-4414) of the Authority, containing approximately thirty (30) acres and fronting on Stateline Bridge Road, in Pittsylvania County, Virginia (the **"Property"**), for the extended period beginning on January 1, 2024 and ending on December 31, 2024, for planting and harvesting sod, soybeans, and/or other cover crops, but not tobacco, and any other purposes approved by the Authority, for a total rental fee of One Thousand Two Hundred and 00/100 Dollars ($1,200.00); and

WHEREAS, Mountain View desires to renew the Current Lease, which will expire on December 31, 2024, for an additional one (1) year term beginning on January 1, 2025 and ending on December 31, 2025; and consistent with similar leases by the Authority, the Authority shall have a 60-day early termination right and the right to show the Property to business recruits, the identities of whom Mountain View would keep confidential until a public announcement is made by the Authority; and

WHEREAS, the Farm Service Agency of the United States Department of Agriculture has determined that fair market value rent for the Property is Forty and 00/100 Dollars ($40.00) per acre; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and of the citizens of Pittsylvania County and the City of Danville, Virginia, for the Authority to renew the Current Lease for an additional one (1) year term at a Base Rent (as defined in the Current Lease) of One Thousand Two Hundred and 00/100 Dollars ($1,200.00), with additional rights of the Authority consistent with its other similar leases, and otherwise on the same terms and conditions as the Current Lease; and

WHEREAS, the terms of the lease renewal are set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the **"Lease Renewal"**).

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the Lease Renewal as reviewed at this meeting and substantially in the form set forth in **Exhibit A**, each of the Authority's Chairman and Vice Chairman, in consultation with the other, is authorized to further modify the Lease Renewal on such terms and conditions as the Chairman or Vice Chairman, in consultation with the other, determines to be reasonable, appropriate and consistent with this Resolution and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Lease Renewal, and all other related documents to consummate the transaction, on behalf of the Authority, such execution of the Lease Renewal, and related documents by the Chairman (or Vice Chairman as the case may be) to conclusively establish his approval of any modifications as consulted by and between the Chairman and Vice Chairman.

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 Lease Renewal, 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 Lease Renewal and the matters contemplated therein.

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

- # -

Resolution No. 2024-12-09-5D

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 December 09, 2024, 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 9th day of December 2024.

____

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

(SEAL)

Resolution No. 2024-12-09-5D

Exhibit A

(2025 Lease Renewal Agreement – Mountain View Farms, L.C.)

2025 LEASE RENEWAL AGREEMENT

THIS 2025 LEASE RENEWAL AGREEMENT (this **"Lease Renewal"**) is made as of the 1st day of January 2025, by and between **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY,** a political subdivision of the Commonwealth of Virginia (**"Landlord"**); and **MOUNTAIN VIEW FARMS OF VIRGINIA, L.C.**, a Virginia limited liability company (**"Tenant"**).

W I T N E S S E T H :

That for and in consideration of the mutual promises and covenants contained in this Lease Renewal, the parties agree as follows:

Section 1 – Recitals. The parties recite the following: Landlord and Tenant entered into that certain Lease Agreement dated as of January 15, 2012 (the **"Lease"**), as last extended by that certain 2024 Lease Renewal Agreement dated as of January 1, 2024, for lease of the Property, for the extended period beginning January 1, 2024 and ending on December 31, 2024 (the **"Current Extended Term"**). Landlord and Tenant desire to enter into this Lease Renewal to further extend the term of the Lease. The GPIN for the Property (as defined in the Lease) is part of 1356-80-4414.

Section 2 – Renewal Term. Following the end of the Current Extended Term, the term of the Lease shall continue for a term beginning on January 1, 2025 and ending on December 31, 2025 (the **"Renewal Term"**), unless sooner terminated as provided in the Lease. Prior to the end of the Renewal Term set forth herein, Landlord shall have the right to terminate the Lease upon giving at least sixty (60) days prior written notice to Tenant, in which event Landlord shall reimburse Tenant for a pro rata portion of the Base Rent covering the period between the date of termination and December 31, 2025.

Section 3 - Rent Payment. For the Renewal Term, Tenant agrees to pay to Landlord a base rent (**"Base Rent"**) for the Property in the amount of One Thousand Two Hundred and 00/100 Dollars ($1,200.00), due and payable by Tenant to Landlord on the date this Lease Renewal is executed by Tenant.

Section 4 – Right to Show the Property. At any time during the Renewal Term set forth herein, Landlord shall have the right, upon twenty-four (24) hours' notice to Tenant (which can be by telephone or by e-mail), to enter upon and to show the Property (as defined in the Lease and in this Lease Renewal) to prospective business recruits (the "**Recruits**"). Tenant agrees to keep in strictest confidence the identity of any Recruits until a public announcement is made by Landlord, if ever, or as otherwise required by law.

Section 5 - Entire Agreement. The Lease and this Lease Renewal contain the entire agreement and understanding of the parties with respect to the transactions contemplated hereby; and the Lease and this Lease Renewal supersede all prior understandings and agreements of the parties with respect to the subject matter hereof.

Section 6 - Interpretation. All of the terms, covenants and conditions of the Lease shall continue in full force and effect, and the same are hereby reaffirmed, remade and rewritten, except to the extent that any such terms, covenants or conditions have been nullified hereby or conflict or are inconsistent with the terms of this Lease Renewal, in which event the terms of this Lease Renewal shall, in all respects, govern and prevail.

Section 7 - Defined Terms. The capitalized terms of this Lease Renewal that are not defined herein shall be defined as set forth in the Lease.

[SIGNATURES ON FOLLOWING PAGE.]

WITNESS the following signatures to this **2025 LEASE RENEWAL AGREEMENT**:

Landlord:	**Tenant:**
DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia	**MOUNTAIN VIEW FARMS OF VIRGINIA, L.C.**, a Virginia limited liability company
By: ____ _____________________, Chairman	By:____ Title:____

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM:	5.E.
DATE:	December 9, 2024
FROM:	Michael Adkins | Authority Treasurer
RE:	Financial status reports as of November 30, 2024 - Michael Adkins | Authority Treasurer.

SUMMARY

A review of the financial status reports through November 30, 2024 will be provided at the meeting. The financial status reports as of November 30, 2024 are attached for the DP RIFA Board's review.

Staff recommends approving the financial status reports as of November 30, 2024 as presented.

ATTACHMENTS

1. Financial Reports

Danville - Pittsylvania Regional Industrial Facility Authority

Financial Status

Table of Contents

Danville-Pittsylvania Regional Industrial Facility Authority

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

As of November 30, 2024

	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
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

[*] 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.

[4] 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.

[5] 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.

[6] 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 2025

As of November 30, 2024

	Funding	Budget	FY Expenditures	Current Month Expenditures	Encumbered	Unexpended / Unencumbered
Funding						
City Contribution	$ 125,000.00					
County Contribution	125,000.00					
Transfer from Unrestricted Fund Balance	40,500.00					
Contingency						
Miscellaneous contingency items		$ 4,000.00	$ 1,061.00	$ -	$ -	$ 2,939.00
Total Contingency Budget		4,000.00	1,061.00	-	-	2,939.00
Legal		150,000.00	86,486.00	-	-	63,514.00
Accounting		28,000.00	5,000.00	-	-	23,000.00
Marketing		40,000.00	14,030.00	14,030.00	-	25,970.00
Postage & Shipping		100.00	-	-	-	100.00
Meals		4,500.00	1,880.94	455.88	-	2,619.06
Utilities		1,900.00	515.45	132.36	-	1,384.55
Insurance		3,000.00	-	-	-	3,000.00
Maintenance		59,000.00	24,450.00	4,890.00	-	34,550.00
Total	$ 290,500.00	$ 290,500.00	$ 133,423.39	$ 19,508.24	$ -	**$ 157,076.61**

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Funding Other than Bond Funds
As of November 30, 2024

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"	642,590.86				
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	-	
Berry Hill/863 Dan River-Oak Hill Trail		50,000.00	50,000.00	-	
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		1,644,380.00	1,486,430.00	157,950.00	
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		75,000.00	59,220.00	15,780.00	
Dewberry Engineers		153,250.00	118,375.00	34,875.00	
HGS LLC		483,000.00	483,000.00	-	
Sellers Brothers		24,500.00	24,500.00	-	
Froehling & Robertson		2,500.00	2,500.00	-	
Transfer available funds to "Berry Hill Mega Park - Lot 4 Site Development" Project [8]		-	11,203.15	-	
Total	$ 24,451,745.10	$ 24,146,187.83	$ 23,934,612.12	$ 211,575.71	**$ 305,557.27**

[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 Comission 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 November 30, 2024

	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
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 November 30, 2024

	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
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.		413,540.00	407,040.00	6,500.00	
Virginia Nutrient Bank		84,420.00	84,420.00	-	
Jimmy R. Lynch & Sons, Inc.		3,716,936.30	3,482,831.18	234,105.12	
Treasurer of Virginia		6,100.00	6,100.00	-	
Fifth Mountain Engineering		30,000.00	30,000.00	-	
Total	$ 4,310,552.30	$ 4,250,996.30	$ 4,010,391.18	$ 240,605.12	**$ 59,556.00**

E

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Water & Sewer

As of November 30, 2024

	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
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		1,021,345.00	1,021,345.00	-	
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	-	
City of Danville - Reimburse from Grant #3011		1,220,222.00	-	1,220,222.00	
Total	$ 11,561,488.64	$ 11,494,428.64	$ 10,250,006.64	$ 1,244,422.00	**$ 67,060.00**

F

Danville-Pittsylvania Regional Industrial Facility Authority

Cyber Park Site Development

As of November 30, 2024

	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
Funding					
MEP TROF Loan	$ 270,000.00				
Transfer from Other Income	152,090.00				
Transfer from SVM at BH Lots 1& 2	1,988,100.25				
Expenditures					
Dewberry Engineers Inc.		114,250.00	114,250.00	-	
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	1,888,695.24	99,405.01	
Total	$ 2,410,190.25	$ 2,410,190.25	$ 2,310,785.24	$ 99,405.01	**$ (0.00)**

G

Danville-Pittsylvania Regional Industrial Facility Authority

Rent, Interest, and Other Income Realized for Fiscal Year 2025

As of November 30, 2024

Source of Funds	Funding: Carryforward from FY2024	Funding: Receipts Current Month	Funding: Receipts FY2025	Expenditures FY2025	Unexpended / Unencumbered
Carryforward	$ 3,415,979.07				
Current Lessees					
Institute for Advanced Learning and Research (IALR)[1]		$ 23,342.11	$ 116,710.55		
Mountain View Farms of Virginia, L.C.		-	-		
Osborne Company of North Carolina, Inc.		-	-		
Capital Outdoor, Inc.		-	2,000.00		
American Electric Power		1,500.00	10,500.00		
Total Rent		$ 24,842.11	$ 129,210.55		
Interest Received[2]		$ 11,117.07	$ 48,833.23		
Miscellaneous Income		$ 18,175.44	$ 3,585,046.40		
Expenditures					
Hawkins Research Bldg. Property Mgmt. Fee				$ 116,710.55	
Incentive Disbursements to Morgan Olson, LLC				$ 875,641.44	
Incentive Disbursements to Aerofarms				$ 200,000.00	
Incentive Disbursements to Tyson				$ 1,676,195.48	
Economic Leadership LLC - Strategic Plan Development				$ 20,000.00	
KFH Group - Regional Bus Feasibility Study				$ 21,673.97	
Transfers to other funding sheets				$ 1,839,117.75	
Totals	$ 3,415,979.07	$ 54,134.62	$ 3,763,090.18	$ 4,749,339.19	$ 2,429,730.06
				Restricted[1]	$ 336,168.81
				Unrestricted	$ 1,340,517.53
				Committed	$ 753,043.72

[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
November 2024

Check Number	Date	Vendor Name	Paid Amount
	11/4/2024	City of Danville	69.06
	11/4/2024	City of Danville	22.80
2691	11/13/2024	IALR	23,342.11
2692	11/13/2024	IALR	455.88
2693	11/13/2024	KFH Group	9,350.15
2694	11/13/2024	Troutman Pepper Hamilton Sanders	630.00
2695	11/13/2024	Sellers Brothers	4,890.00
2696	11/13/2024	Bob's Rentals	14,030.00
WIRE	11/15/2024	Aerofarms	200,000.00
	11/20/2024	City of Danville	40.50

I

Danville-Pittsylvania Regional Industrial Facility Authority

Statement of Net Position [1, 2]

November 30, 2024*

		Unaudited FY 2025
Assets		
Current assets		
Cash - checking	$	1,262,252
Cash - money market		3,441,151
Accounts receivable		422,170
Total current assets		5,125,573
Noncurrent assets		
Restricted cash - project fund CCC bonds		20,802
Restricted cash - debt service fund CCC bonds		230,484
Capital assets not being depreciated		23,076,605
Capital assets being depreciated, net		19,233,152
Construction in progress		36,923,355
Total noncurrent assets		79,484,398
Total assets		84,609,971
Liabilities		
Current liabilities		
Retainage payable		99,405
Accrued interest		208,087
Accounts Payable		1,220,222
Economic development payable - current portion		147,000
Total current liabilities		1,674,714
Noncurrent liabilities		
Bonds payable - less current portion		205,000
Loans payable - less current portion		4,500,000
Total noncurrent liabilities		4,705,000
Total liabilities		6,379,714
Net Position		
Net investment in capital assets		79,048,914
Restricted - debt reserves		230,484
Unrestricted		(1,049,141)
Total net position	$	78,230,257

[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 November 30, 2024 as of November 26, 2024, 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
November 30, 2024*

	Unaudited FY 2025
Operating revenues	
Reimbursement of grants	20,410
Rental income	129,186
Other Income	332,531
Total operating revenues	482,127
Operating expenses [4]	
Mega Park expenses [3]	232,348
Cane Creek Centre expenses [3]	227,269
Cyber Park expenses [3]	102,203
Professional fees	37,558
Other operating expenses	47,618
Total operating expenses	646,996
Operating income (loss)	(164,869)
Non-operating revenues (expenses)	
Interest income	48,833
Total non-operating expenses, net	48,833
Net income (loss) before capital contributions	(116,036)
Capital contributions	
Contribution - City of Danville	231,097
Contribution - Pittsylvania County	231,097
Total capital contributions	462,194
Change in net position	346,158
Net position at July 1, 2024	77,884,099
Net position at November 30, 2024	$ 78,230,257

[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
*November 30, 2024**

		Unaudited FY 2025
Operating activities		
Receipts from grant reimbursement requests	$	1,220,222
Receipts from leases		129,210
Other receipts		2,471,009
Payments to suppliers for goods and services		(3,314,596)
Net cash used by operating activities		505,845
Capital and related financing activities		
Capital contributions		-
Interest paid on bonds		(3,597)
Principal repayments on bonds		-
Net cash provided by capital and related financing activities		(3,597)
Investing activities		
Interest received		48,833
Net cash provided by investing activities		48,833
Net increase (decrease) in cash and cash equivalents		551,081
Cash and cash equivalents - beginning of year (including restricted cash)		4,403,607
Cash and cash equivalents - through November 30, 2024 (including restricted cash)	$	4,954,688
Reconciliation of operating loss before capital contributions to net cash used by operating activities:		
Operating income (loss)	$	(164,869)
Adjustments to reconcile operating loss to net cash used by operating activities:		
Changes in assets and liabilities:		
Change in prepaids		3,436
Change in other receivables		1,657,284
Change in accounts payable		(988,531)
Change in unearned income		(1,475)
Net cash used by operating activities	$	505,845

Components of cash and cash equivalents at November 30, 2024:		
American National - Checking	$	1,262,252
American National - General money market		3,441,151
Wells Fargo - $7.3M Bonds CCC Debt service fund		230,484
Wells Fargo - $7.3M Bonds CCC Project fund		20,802
	$	4,954,688