DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

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 206
Danville, Virginia

April 14, 2025

12:00 PM

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

City of Danville Members
J. Lee Vogler, Jr., Chairman
Sherman M. Saunders
Dr. Gary P. Miller, Alternate

Staff
Kenneth F. Larking, City Manager Officer
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 the March 10, 2025 Regular Meeting.

5. NEW BUSINESS

A. Consideration of Resolution 2025-04-14-5A, authorizing the negotiation, execution and delivery of a Purchase and Sale Agreement to sell that certain real property containing approximately 3.998 Acres (PIN 78380), commonly known as 115 Cain Street, Danville, Virginia 24540, in the Authority's Cane Creek Centre Project, located in Danville, Virginia and Pittsylvania County, Virginia, to Mid-Atlantic Broadband Communities Corporation, a Virginia Nonstock Corporation, under which Purchaser will pay a $100.00 deposit for a thirty (30) day review period to inspect the property, and where Purchaser will only be permitted to use the property for the further development of its broadband communications services; the purchase price for the property will be equal to $139,339.00 and the Authority will grant a $39,339.00 Real Property Incentive Grant towards the purchase price. – Michael C. Guanzon, Esq., Christian & Barton, L.L.P., Authority Legal Counsel

B. Consideration of Resolution 2025-04-14-5B, authorizing the negotiation, execution and delivery of an amendment to that certain Maintenance Proposal dated August 8, 2022, with Sellers Brothers, Inc., a Virginia Corporation, for routine maintenance of the Authority's Southern Virginia Megasite at Berry Hill Project, located in Pittsylvania County, Virginia, at a monthly rate equal to $3,600.00 and the Authority's Cane Creek Centre Industrial Park Project, located in Pittsylvania County, Virginia and Danville, Virginia, at a monthly rate equal to $2,350.00, for a term of one year and the Authority has a 30-Day early termination right – Matthew D. Rowe, Director of Economic Development, Pittsylvania County

C. Consideration of Resolution 2025-04-14-5C, approving that certain Proposal for Contract Modification, dated March 28, 2025, with WSP USA Inc., a New York Corporation, for Cemetery Relocation Services on Lot 3 of the Authority's Southern Virginia Megasite at Berry Hill Located in Pittsylvania County, Virginia, to provide additional excavation and laboratory services relating to additional burial sites for a fee not to exceed $525,975.00 – Mr. Rowe and Brian K. Bradner, P.E., Senior Vice President, Dewberry Engineers

D. Consideration of Resolution 2025-04-14-5D, authorizing the negotiation, execution and delivery of a Proposal for Cultural Resource Services from WSP USA Inc., a New York Corporation, in Connection with Resolution No. 2023-05-08-C, where Services Provider will provide Cultural Resource Services on Lot 1 of the Authority's Southern Virginia Megasite at Berry Hill Located in Pittsylvania County, Virginia for a fee not to exceed $17,670.00. - Mr. Rowe

E. Consideration of Resolution 2025-04-14-5E, approving the proposed plans and specifications for improvements to certain real property owned by the Authority (PIN 76441) in the Authority’s Cyber Park Project located in Danville, Virginia, for the installation of block wall surrounding the Substation by the City of Danville's Department of Community Development – Renee Burton, Director of Planning and Zoning, City of Danville, Virginia and Kenneth C. Gillie, Jr., Director of Community Development, City of Danville, Virginia

F. Financial Status Report as of March 31, 2025. Michael L. 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: April 14, 2025

FROM: Susan DeMasi | Authority Secretary

RE: Consideration of Approval of Minutes from the March 10, 2025 Regular Meeting.

SUMMARY

Consideration of Approval of Minutes from the March 10, 2025 Regular Meeting.

ATTACHMENTS

1. Meeting Minutes

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY
Minutes
March 10, 2025

A Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:15 p.m. on the above date at the Institute for Advanced Learning and Research, 150 Slayton Avenue, Room 206, Danville, Virginia. Present were City of Danville Members Chairman J. Lee Vogler, Jr., Sherman M. Saunders and Alternate Dr. Gary P. Miller. Pittsylvania County Members present were Robert Tucker and Alternate Darrell Dalton. Vice Chairman William V. Ingram was absent.

City/County staff members attending were: City Manager Ken Larking, Interim County Administrator Vincent Shorter, Authority Treasurer Michael Adkins, City of Danville Accountants Meredith Franklin and Jaime Pritchett, Pittsylvania County Director of Finance Kim Van Der Hyde, City of Danville Assistant Director of Economic Development Kelvin Perry, Pittsylvania County Director of Economic Development Matt Rowe, Pittsylvania County Project Manager Kattie Saunders, Pittsylvania County Director of Finance Kim Van Der Hyde, City of Danville Director of Public Works Rick Drazenovich, Legal Counsel to the Authority Attorney Michael Guanzon and Secretary to the Authority Susan DeMasi. Also present were Brian Bradner, Shawn Harden and Joseph Snead from Dewberry, Linda Green from SVRA, Pittsylvania County Supervisors Ken Bowman and Murray Whittle, Danville City Council Member Madison Whittle, Chris Murray, Auditor from Brown Edwards, and Ted Deriso.

Chairman J. Lee Vogler, Jr. presided.

PUBLIC COMMENT PERIOD

No one present desired to be heard.

APPROVAL OF MINUTES OF THE FEBRUARY 10, 2025, REGULAR MEETING

Upon **Motion** by Mr. Tucker and **second** by Mr. Saunders, Minutes of the February 10, 2025, Regular Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. PRESENTATION OF THE FISCAL YEAR 2024 AUDIT REPORT

Authority Treasurer Michael Adkins introduced Chris Murray with Brown Edwards to present the audit. Mr. Murray noted there were three documents in the audit; the first was the *Financial Report*. It was a clean, unmodified opinion again this year which was the highest opinion that can be received. Mr. Murray reviewed a few highlights beginning on page four, the Statement of Net Position and the Balance Sheet which showed a lot of consistency. The typical change that would be seen would depend on how the incentives were for one fiscal year versus the other. Cash was about $2.5M on June 30, 2024, however, Accounts Payable under Liabilities was up $2.4M. That was because the incentives for Morgan Olsen and Tyson Farms were announced just after year end; the cash was sitting there but the liability offset it. There was also about a $1.2M increase in Due from Other Governments; that was also timing related to Tobacco Commission money coming in for reimbursement for work at Berry Hill on the water system project. Under Liabilities, there were not a lot of changes there, just under Accounts Payable which were already mentioned. Bonds payable were decreasing, but that was expected as RIFA continues to make principal payments. For the most part, the rest of the

Statement of Net Position showed a lot of consistency. On Page five, the Statement of Revenue and Expenses, that also had the incentives drive the changes there. Other Grants was about a $1.4M increase and that was recognizing the Tobacco Commission money for the work going on at the Berry Hill project. The Economic Development revenue from the City and County will depend on whether there were incentives or matching funds. Last year, about $1.1M was matching Tobacco Commission funds that the City and County recognized; it was higher last year than it typically was. There was nothing similar in the current year which was why a decrease was seen there. Under Operating Expenses, the only one that stands out with significant change was the Cane Creek Incentives; that was recognizing incentive expenses for Tyson and Morgan Olson. For the most part, the rest were typical notes supporting the financial statements.

The second document was the *Required Communication with Those Charged with Governance;* it was a required letter the Auditors have to issue. It lets the Authority know what the Auditors' responsibilities were during the audit, and the Authority's responsibilities. It lets the Board know if there were any disagreements with management; Mr. Murray noted he was happy to say they did not have any of those. The final document was the *Comments on Internal Controls and Other Suggestions for Your Consideration*. That was where the auditors issued their recommendations and Mr. Murray stated there were no new comments this year, no material weaknesses and no significant deficiencies. The Authority has always had the comment about segregation of duties and as said before, there was not a lot the Authority can do when the accounting department was that small, and the functions cannot be separated very much. There were compensating controls in place and that was why a comment like that does not rise to the level of a significant deficiency or a material weakness.

Mr. Saunders **moved** to approve the reports as presented and also to commend Michael Adkins on the great job he does. The Motion was **seconded** by Mr. Tucker. Mr. Adkins noted he appreciated the comments, Ms. Pritchett and Ms. Franklin assume the burden of the day-to-day accounting operations for RIFA.

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

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

5B. FINANCIAL STATUS REPORT AS OF FEBRUARY 28, 2025

Authority Treasurer Michael Adkins gave the Financial Status report as of February 28, beginning with the $7.3M Bonds for Cane Creek, which had no activity for February. Under General Expenditures for the current fiscal year, RIFA paid $7,500 to Kirby Proffitt for grant writing services; RIFA was successful in receiving the $500,000 Brownfields Redevelopment Grant. RIFA paid legal fees of $48,267 to Christian & Barton, $495 to the Institute for meals provided for the January meeting, and monthly utilities to the City of Danville for $170.75. Under Funding other than Bonds for the Megasite, RIFA paid HGS LLC $50,000 for the mitigation option fee and also a payment for the relocation of the cemetery progress billing from WSP of $126,207.84. Lot 4, Lots 1 and 2, Water and Sewer at Berry Hill, and Cyber Park Site Development had no expenditures for February. Rent, Interest and Other Income shows RIFA received the regular monthly income from the Institute for the Hawkins Building of

$23,342, and the payment from Axxor for a sign lease of $1,000. Other miscellaneous income items during the month of February include $119,000 from the Danville Regional Foundation. RIFA also received money from both the County and City related to incentives: Pittsylvania County paid $159,652 and the City of Danville $102,703, those were for incentives intended for Aerofarms, Walraven and Morgan Olsen. Morgan Olsen has refunded the amounts they were supposed to refund to RIFA, that was received last week. RIFA also received the third progress payment from Project Orange, that amount was $400,000. Other Expenses included a payment to Dewberry Engineers for $6,825 for the strategic plan development, and the monthly payment to the Institute for the Hawkins Building Maintenance of $23,342. RIFA reimbursed AEP; they had a $1,500 per month lease with RIFA that ended in January, their automatic payments sent in one for February, and that was refunded back to them.

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

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

<u>6. CLOSED SESSION</u>

At 12:26 p.m. Mr. Dalton **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:	Tucker, Dalton, Saunders, Vogler (4)
NAY:	None (0)

7. RETURN TO OPEN SESSION

On **Motion** by Mr. Saunders and **second** by Mr. Dalton and by unanimous vote at 1:17 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. Saunders and carried by the following vote:

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

8. COMMUNICATIONS

Pittsylvania County Director of Economic Development Matt Rowe stated that everything was going very well with the gravesite relocations; there has been a lot of press on this. Mr. Rowe noted he was disappointed in the Associated Press article, they were physically on the sites and that was not the entire story. The writer reached out to him stating that the editor greatly consolidated the story. It appears that RIFA was meeting the expectations from the families and Mr. Harden and Ms. Bobe were able to take the families to the gravesites while the exhuming process was going on; family members could see how that was occurring. There was about a month to forty-five days for additional exhuming and from there they need to work with the Dewberry team on what that relocation site looks like. WSP will be back with a modification, there were additional gravesites that have been discovered through the process. The good news was that they were able to secure that $500,000 grant which was allowing them to do more DNA work; they have been able to find more DNA ready material than what they expected and that adds to the meaning of the work.

Board Members noted it was a great meeting, they appreciated the staff for doing a great job, and believed it was going to be a busy and prosperous year for RIFA.

Meeting adjourned at 1:25 p.m.

APPROVED:

____
Chairman

____
Secretary to the Authority

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.A.

DATE: April 14, 2025

FROM: Michael Guanzon | Legal Counsel to Authority

RE: Consideration of Resolution 2025-04-14-5A, authorizing the negotiation, execution and delivery of a Purchase and Sale Agreement to sell that certain real property containing approximately 3.998 Acres (PIN 78380), commonly known as 115 Cain Street, Danville, Virginia 24540, in the Authority's Cane Creek Centre Project, located in Danville, Virginia and Pittsylvania County, Virginia, to Mid-Atlantic Broadband Communities Corporation, a Virginia Nonstock Corporation, under which Purchaser will pay a $100.00 deposit for a thirty (30) day review period to inspect the property, and where Purchaser will only be permitted to use the property for the further development of its broadband communications services; the purchase price for the property will be equal to $139,339.00 and the Authority will grant a $39,339.00 Real Property Incentive Grant towards the purchase price. – Michael C. Guanzon, Esq., Christian & Barton, L.L.P., Authority Legal Counsel

ATTACHMENTS

1. Resolution 2025-04-14-5A
2. Exhibit A - Purchase and Sale Agreement

Resolution No. 2025-04-14-5A

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT TO SELL THAT CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 3.998 ACRES (PIN 78380), COMMONLY KNOWN AS 115 CAIN STREET, DANVILLE, VIRGINIA 24540, IN THE AUTHORITY'S CANE CREEK CENTRE PROJECT, LOCATED IN DANVILLE, VIRGINIA AND PITTSYLVANIA COUNTY, VIRGINIA, TO MID-ATLANTIC BROADBAND COMMUNITIES CORPORATION, A VIRGINIA NONSTOCK CORPORATION, UNDER WHICH PURCHASER WILL PAY A $100.00 DEPOSIT FOR A THIRTY (30) DAY REVIEW PERIOD TO INSPECT THE PROPERTY, AND WHERE PURCHASER WILL ONLY BE PERMITTED TO USE THE PROPERTY FOR THE FURTHER DEVELOPMENT OF ITS BROADBAND COMMUNICATIONS SERVICES; THE PURCHASE PRICE FOR THE PROPERTY WILL BE EQUAL TO $139,339.00 AND THE AUTHORITY WILL GRANT A $39,339.00 REAL PROPERTY INCENTIVE GRANT TOWARDS THE PURCHASE PRICE

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

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

WHEREAS, the Authority granted an exclusive, perpetual easement to Mid-Atlantic Broadband Communities Corporation, a Virginia nonstock corporation ("**MBC**") over, under and across that certain parcel of land containing approximately 3.988 acres (Tax PIN 78380), commonly known as 115 Cain Street, Danville, Virginia 24540 (the "**Property**"), in the Authority's Cane Creek Centre Industrial Park ("**Cane Creek**"), located in both the County and City, pursuant to that certain Deed of Communications Site Easement Agreement, dated November 11, 2019, with MBC; and

WHEREAS, the Authority desires to sell the Property to MBC, at the request of MBC for the continued expansion of MBC's broadband communications services, pursuant to a Purchase and Sale Agreement ("**PSA**") with MBC, substantially in the form attached hereto as **Exhibit A**, and incorporated herein by this reference, under the following minimum business terms:

(i) The purchase price of $139,339.00, which the Authority has determined to be fair market value at $35,000.00 per acre, where the Authority will provide a real property incentive grant in an amount equal to $39,339.00 towards the purchase price; and

(ii) MBC will agree to certain performance covenants relating to the expansion and operations of its facilities on the Property in consideration for the real property incentive grant; and

(iii) MBC will make a deposit of $100.00 (the "**Deposit**") for a study period of 30 days in which MBC may conduct due diligence investigations to determine the feasibility of this property (the "**Review Period**"); and

(iv) the Deposit will be applied to purchase price at closing of the transaction; and

(v) MBC may terminate the PSA during the Review Period, provided, however, the Authority shall retain the Deposit, except in the event of a Noncompliance Termination (as defined in the PSA); and

(vi) MBC may only use the Property for the further expansion of its broadband communications services for a period of 10 years after the closing; and failure to do so shall result in MBC's obligation to refund to RIFA a pro rata portion of the real property incentive grant received by MBC;

; and

WHEREAS, the Authority has reviewed and desires to enter into that certain PSA with MBC as purchase, for the sale of the Property, in substantially the form shown on **<u>Exhibit A</u>**; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of the City and the County, and in furtherance of the development of Cane Creek, for the Authority to approve, to negotiate, to execute and to deliver the PSA, as applicable, consistent with this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, THAT:

1. The Authority hereby approves the PSA as set forth in **<u>Exhibit A</u>**, together with such amendments, deletions or additions thereto as may be approved by the Chairman or Vice Chairman of the Authority, either of whom may act independently of the other, and hereby authorizes the Chairman or Vice Chairman of the Authority, either of whom may act independently of the other, to execute and deliver the PSA on behalf of the Authority, such execution of the Contract of Sale by the Chairman and/or Vice Chairman, as the case may be, to conclusively establish his approval of any amendments, deletions or additions thereto.

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 PSA, 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 PSA and the matters contemplated therein.

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

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on April 14, 2025, 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 14th day of April 2025.

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

(SEAL)

<u>Exhibit A</u>

(Form of PSA)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made as of the ____ day of ________________________________ 2025 (the "**Effective Date**"), between the **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY,** a political subdivision of the Commonwealth of Virginia (with its successors and permitted assignees, "**Seller**"), and **MID-ATLANTIC BROADBAND COMMUNITIES CORPORATION**, a Virginia nonstock corporation, and its permitted assignees (with its successors and permitted assignees, "**Purchaser**"). Seller and Purchaser are also referred to in this Agreement singly as a "**Party**" and collectively as the "**Parties**."

R E C I T A L S:

A. Seller is the owner of that certain parcel of land consisting of approximately 3.998 acres (Tax PIN 78380) (the "**Property**"), commonly known as **a portion of Lot 12**, **115 Cain Street, Danville, Virginia**, being a portion of the property comprising the Sellers's Cane Creek Centre Industrial Park ("**Cane Creek**") located in Ringgold, Pittsylvania County, Virginia, and partially in Danville, Virginia.

B. Seller and Purchaser entered into that certain Deed of Communications Site Easement Agreement (Ground) dated as of November 11, 2019, whereby Seller granted Purchaser an exclusive, perpetual easement on the Property consisting of approximately ten thousand square feet (10,000 sq. ft.) for the Purchaser's provision of broadband communication services (the "**Communications Easement**").

C. Purchaser desires to purchase the Property from Seller to facilitate Purchaser's non-profit mission to drive economic growth through enhanced broadband infrastructure. Seller desires to sell the Property to Purchaser, subject to the terms and conditions of this Agreement, and Seller has agreed to provide Purchaser with a Real Property Incentive Grant equal to **Thirty Nine Thousand Nine Hundred Thirty and 00/100 Dollars ($39,930.00)** for application at the Closing (as defined below) toward the Purchase Price (as defined below).

C. The Parties desire that Purchaser shall purchase the Property pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby warrant, covenant, and agree as follows:

1. Agreement to Purchase and Sell the Property. Subject to the terms and conditions of this Agreement, and in consideration of the covenants contained herein and the Purchase Price (as defined below), Seller hereby agrees to sell, assign and transfer, or cause to be sold, assigned and transferred, to Purchaser, and Purchaser agrees to purchase, acquire and accept from Seller, the Property, together with all rights, easements and appurtenances pertaining thereto, in accordance with the terms and conditions set forth in this Agreement.

2. Review Period.

a. Generally. Seller hereby grants to Purchaser the right to inspect the Property at no additional cost for a period of thirty (30) days commencing on the Effective Date (the "**Review Period**").

b. Right to Terminate During the Review Period. If Purchaser is not satisfied in its sole discretion with the condition of the Property, Purchaser shall have the right, prior to the end of the Review Period, to terminate this Agreement, in which event both Seller and Purchaser shall be thereafter relieved from any and all further obligations under this Agreement except for provisions which are expressly stated herein to survive termination or contemplate performance subsequent to termination of this Agreement (the "**Surviving Obligations**").

c. Deposit. Within (5) business days after the Effective Date, Purchaser shall deposit with Seller's attorney, Christian & Barton, L.L.P., as escrow agent (the "**Escrow Agent**"), the sum of One Hundred and 00/100 Dollars ($100.00) (the "**Deposit**"). The Escrow Agent shall hold any escrowed funds, including the Deposit, in a non-interest bearing account. If the Closing occurs, the Deposit shall be applied to the Purchase Price at the Closing (as hereafter defined) and paid to Seller. The Escrow Agent shall release the Deposit upon the earlier of the dates set forth in, or within three (3) business days after receipt of a written request by Purchaser pursuant to Sections 2(d), 3, 6, 7, 10, and 18 of this Agreement, as applicable.

d. Noncompliance Termination. "**Noncompliance Termination**" shall mean any termination of this Agreement by Purchaser upon (i) any material breach of this Agreement by Seller (following the expiration of any applicable cure periods pursuant to this Agreement); (ii) Seller's inability to convey to Purchaser good, insurable and marketable title to the Property, subject only to the Permitted Exceptions (as hereafter defined); (iii) Purchaser's inability to obtain an owner's title insurance policy at standard rates ("**standard rates**" shall include rates where Seller is not contractually obligated to indemnify the title insurance carrier), subject to the Permitted Exceptions (as hereafter defined), after good faith efforts to obtain such a policy; and (iv) the presence of any hazardous materials on or in the Property in violation of any applicable federal, state, or local laws or regulations, which violation is not cured by Seller, at Seller's option, within sixty (60) days after Seller's knowledge of such violation. "**Permitted Exceptions**" means (A) liens for real estate taxes not yet due and payable and (B) certain restrictive or protective covenants (1) that cover Cane Creek that have been recorded in the land records of Pittsylvania County, Virginia and Danville, Virginia, before the Closing Date (as defined below) and where Purchaser is given written notice by Seller of such recordation before such date; or (2) that are expressly approved in advance in writing by Purchaser (in either case, the "**Permitted Covenants**"). In the event of a Noncompliance Termination, and notwithstanding anything to the contrary herein, the Escrow Agent shall release to Purchaser the Deposit, and Seller and Purchaser shall have no further rights, duties, obligations or liabilities under this Agreement, except for the Surviving Obligations.

3. Purchase Price and Payment. The purchase price for the Property shall be **One Hundred Thirty Nine Thousand Nine Hundred Thirty and 00/100 Dollars ($139,930.00)** (the

"**Purchase Price**"), subject to application of the Real Property Incentive Grant from Seller as provided herein in the amount of **Thirty Nine Thousand Nine Hundred Thirty and 00/100 Dollars ($39,930.00)**, resulting in a net purchase price of **One Hundred Thousand and 00/100 Dollars ($100,000.00).** The Purchase Price shall be paid in immediately available funds at the Closing, less the Deposit paid by Purchaser, and subject to adjustment as otherwise provided in this Agreement. On the Closing Date (as defined below), Seller shall sell, convey, assign and transfer to Purchaser the Property, and in consideration therefor, Purchaser shall purchase, acquire and accept from Seller the Property (the "**Purchase**") pursuant to this Agreement.

4. Closing. The consummation of the Purchase contemplated herein (the "**Closing**") shall take place at a mutually agreeable time and place in Danville, Virginia, or through the office of Purchaser's attorney, shall occur on or prior to the date which is thirty (30) days after the end of the Review Period or such earlier date as Purchaser may establish upon at least ten (10) days written notice to Seller (the "**Closing Date**").

5. Closing Documents.

a. On or prior to the Closing Date, Seller shall deliver to Purchaser the following, all in form and content reasonably satisfactory to Purchaser and Purchaser's attorney:

(i) a special warranty deed conveying fee simple title to the Property in its "**AS IS**" condition and "**WITH ALL FAULTS**" (the "**Deed**"), free of all monetary liens, and subject to such restrictions and easements as shall be of record as of the date of the Closing Date. The legal description of the Property shall be based on Seller's source deed and subsequently recorded subdivision plat; however, in the event that Purchaser wishes to include a legal description based on a new survey that Purchaser, at its sole expense, has obtained, Seller shall quitclaim the Property based on the new survey, and shall convey by special warranty deed according to Seller's source deed and subsequently recorded subdivision plat; and

(ii) an affidavit stating that there are no parties with a right of possession of the Property except as provided herein and the absence of any filings or rights to file mechanics' and materialmen's liens on the Property (and the affidavit shall contain no obligation of Seller to indemnify Purchaser or Purchaser's title insurance company); and

(iii) a copy, certified by the Seller's corporate secretary, of the Seller's corporate resolution authorizing this Agreement and the transaction contemplated hereby; and

(iv) such other documents as may be reasonably necessary to consummate and close the Purchase contemplated herein. In no event shall Seller be required to indemnify Purchaser's title insurance carrier.

b. On or prior to the Closing Date, Purchaser shall deliver to Seller the following, all in form and content reasonably satisfactory to Seller:

(i) the Purchase Price in immediately available funds; and

(ii) proper authority documentation authorizing this Agreement and the transaction contemplated hereby; and

(iii) any other certificate, document, or statement as may be reasonably necessary in order to consummate the transactions contemplated.

6. Inspections. Purchaser, its agents, contractors and representatives, shall have the right to enter the Property during the Review Period at reasonable times to conduct due diligence, including but not limited to soil/geotechnical investigations, such as invasive soil borings and a Phase One environmental site assessment (and Phase Two environmental site assessment at Purchaser's discretion and sole expense), surveying for purposes of marking proposed property corners and property lines, wetland studies and preliminary water/sewer layouts, and a review of government laws, regulations and/or ordinances affecting the Property and Seller's compliance therewith. Purchaser shall use reasonable efforts not to materially damage the Property and agrees, in the event the Closing does not occur within thirty (30) days after the Review Period or if sooner, this Agreement is otherwise terminated, to promptly restore, at Purchaser's sole expense, the Property to substantially the same condition that existed prior to such inspections. Purchaser shall indemnify, defend, and hold harmless Seller, its directors, employees and agents from and against all cost, loss, damage and expense, including reasonable attorneys' fees, directly arising out of Purchaser's, its agents', contractors', subcontractors', representatives,' or employees' activities upon the Cane Creek industrial park pursuant to this Section; provided, however, such indemnity shall not apply to any disclosure by Purchaser of existing site conditions at the Property or the surrounding properties. Purchaser's obligation to indemnify Seller pursuant to this Section 6 shall specifically and without limitation survive the expiration or termination of this Agreement and the Closing. In the event that this Agreement terminates as set forth in Section 2(b) above and the Closing does not occur for any reason other than a default by Seller or a Noncompliance Termination as set forth in Section 2(d), Purchaser shall promptly furnish to Seller, at no expense to Seller, copies of any and all third-party reports received by Purchaser related to any such investigations, without any warranties or representations as to the information contained therein, and Purchaser shall be entitled to redact any confidential information in such third-party reports.

Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser, for Purchaser's review, all documents pertaining to the Property in Seller's possession including, but not limited to, copies of any and all reports, studies, surveys, title information, and environmental and engineering assessments without any warranties or representations as to the information contained therein or the completeness thereof.

7. Title Examination. During the Review Period, Purchaser may examine the title to the Property and furnish Seller with a written statement of any title objections. If Purchaser fails to deliver an objection notice to Seller prior to the expiration of the Review Period and the Closing occurs, all matters shown in the title commitment (the "**Title Commitment**") and the Survey shall be deemed to be approved by and acceptable to Purchaser (including without limitation Permitted Exceptions). Within fifteen (15) days after receipt of any such title objection, Seller shall notify Purchaser in writing of any title or survey objections regarding the Property which Seller agrees to cure prior to the Closing Date. Unless Seller notifies Purchaser that Seller agrees to cure a title

or survey objection within such fifteen (15) day period, Seller shall have no obligation to cure such objection, except monetary liens of an ascertainable amount, which liens Seller shall cause to be released at or prior to the Closing. If Seller is unable or unwilling to cure the objections within a reasonable time, then, at Purchaser's option, (i) Purchaser shall have the right to terminate this Agreement by giving notice to Seller or (ii) Purchaser may waive such defects and proceed to Closing without a reduction in the Purchase Price. If Purchaser exercises such right to terminate, the Escrow Agent shall release the Deposit to Purchaser, and Seller and Purchaser shall have no further rights, duties, obligations or liabilities under this Agreement, except for the Surviving Obligations.

Any exceptions to title to the Property that arise between the effective date of the Title Commitment and the Closing Date are referred to herein as "**New Defects**." Purchaser may notify Seller in writing (the "**Gap Notice**") of any new defect (a) raised by the title company or title counsel between the effective date of the Title Commitment and the Closing Date (the "**Gap**") and (b) not otherwise known to Purchaser prior to the effective date of the Title Commitment. If Purchaser sends a Gap Notice to Seller of the New Defects, Purchaser and Seller shall have the same rights and obligations with respect to such notice as are set forth in the first paragraph of this Section 7.

8. Expenses. All real estate ad valorem taxes for the calendar year in which the Closing takes place shall be prorated as of the Closing Date, and Purchaser's pro rata share of taxes (if any) shall be paid to Seller at the Closing. Seller shall prepare the special warranty deed and shall pay the grantor's tax due with respect to the transfer of the Property to Purchaser. Purchaser shall pay for the cost of Purchaser's inspections and the recordation of the Deed.

9. Real Estate Commission. Seller and Purchaser each represent and warrant to the other that no other party is entitled, as a result of the actions of such Party, to a real estate commission or other fee resulting from the execution of this Agreement or the Purchase herein contemplated, and Seller (to the extent permitted by applicable law) and Purchaser each hereby agree to indemnify and hold each other harmless from and against any and all costs, damages or expenses (including reasonable attorneys' fees) incurred or paid as a result of any breach of the foregoing representation and warranty by the indemnifying Party. The indemnities contained in this Section 9 shall expressly survive the Closing and delivery and recording of the special warranty deed or the termination for any reason of this Agreement.

10. Casualty Loss. If, prior to the Closing, the value of the Property is materially impaired by fire, casualty, contamination, act of God or exercise of eminent domain powers, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller in which case the Escrow Agent shall release to Purchaser the Deposit within five (5) days of such notice, and Seller and Purchaser shall have no further rights, duties, obligations or liabilities under this Agreement, except for the Surviving Obligations.

11. Attorneys' Fees. If either Party reasonably elects to retain an attorney to enforce any provision of this Agreement, whether or not a legal proceeding is commenced, the substantially prevailing Party shall be entitled to reasonable attorneys' fees regardless of whether at trial, on appeal, in any bankruptcy proceeding, in an arbitration or without resort to suit. This Section 11 shall survive the expiration or termination of this Agreement.

12. Purchaser's Performance and Covenants. Purchaser covenants the following:

a. Definitions. For purposes of this Section 12, the following terms shall have the following definitions:

(i) "**Performance Date**" shall mean the date that is ten (10) years after the date of this Agreement.

(ii) "**Performance Period**" shall mean that period of time commencing on the date of this Agreement and ending on the Performance Date.

(iii) "**RIFA**" means the Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia.

b. Broadband Improvements. Purchaser, in the ordinary course of its business, shall cause the construction and installation of addition broadband and/or fiber network infrastructure on the Property.

c. Permitted Uses. Purchaser shall only use the Property for the provision of its existing broadband communication services, the expansion of its existing broadband fiber network communications services, and such other ancillary purposes to the foregoing.

d. Prohibited Uses. Purchaser covenants that it will not use the Property for a cellular tower site and Purchaser will not install any 24-hour lighting on the Property.

e. 10-Year Obligation for Operations at the Property. Purchaser shall construct, in the ordinary course of Purchaser's business, and maintain, for a period of ten (10) years commencing on the date of the Closing (the "**Compliance Period**"), the enhanced operations of its broadband communications facilities at the Property. The parties agree and acknowledge that in the event that during the Compliance Period, Purchaser fails to comply with this covenant and such failure constitutes an uncured event of default, Purchaser shall refund and pay to RIFA, within thirty (30) days after written demand by RIFA, a portion of the Real Property Incentive Grant as follows:

Occurrence of Default, where y = Closing Date	**Refund and Payment Due and Payable by Purchaser**
0 years $\leq$ y < 1 years	$39,930.00
1 years $\leq$ y < 2 years	$35,937.00
2 years $\leq$ y < 3 years	$31,944.00
3 years $\leq$ y < 4 years	$27,951.00
4 years $\leq$ y < 5 years	$23,958.00

Occurrence of Default, where y = Closing Date	**Refund and Payment Due and Payable by Purchaser**
5 years ≤ y < 6 years	$19,965.00
6 years ≤ y < 7 years	$15,972.00
7 years ≤ y < 8 years	$11,979.00
8 years ≤ y < 9 years	$7,986.00
9 years ≤ y < 10 years	$3,993.00
10 years < y	$0.00

The refund and payment to RIFA under this Section 12(e) shall be in addition to, and not in lieu of, any other relief available under this Agreement or under applicable law. The provisions of this Section 12(e) shall specifically and without limitation survive the Closing.

13. Organization and Authority. Each of Seller and Purchaser represent and warrant to the other that (i) it has the full right, power and authority to execute this Agreement and perform its respective obligations under this Agreement, and (ii) the execution and delivery of this Agreement by it has been duly authorized, and no further action or approval is required to cause this Agreement to be valid, binding and enforceable against the respective Party in accordance with its terms.

14. Time. Time is of the essence of this Agreement and whenever a date or time is set forth in this Agreement, the same has been entered into and formed a part of the consideration for this Agreement. Any date that falls on a Saturday, Sunday or Virginia state or federal legal holiday shall be extended to 5 p.m. on the next business day.

15. Cooperation. Each Party shall perform all such other acts and things and execute such other and further documents as may be reasonably necessary to carry out the intent and purposes of this Agreement.

16. Counterparts/Entire Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. A facsimile or scanned copy (*.pdf) signature to this Agreement shall have the same effect as an original for all purposes. This Agreement contains the entire agreement of the Parties in respect to the subject matter hereof. All such counterparts together shall constitute a fully executed Agreement. All changes, additions, or deletions hereto must be in writing and signed by all Parties.

17. Default.

a. Prior to the Closing. If Purchaser defaults in its obligations hereunder (after ten

(10) days' notice of such default and opportunity to cure), Seller may terminate this Agreement after notice to Purchaser. If Seller defaults in its obligations hereunder (after thirty (30) days' notice of such default and opportunities to cure), (i) Purchaser may terminate this Agreement upon giving written notice to Seller and (ii) the Escrow Agent shall release to Purchaser the Deposit. In the event this Agreement is terminated by either Party pursuant to this Section 17, Seller and Purchaser shall have no further rights, duties or obligations under this Agreement, except for the Surviving Obligations. Without limiting the foregoing, in no event shall either Party be responsible or held liable for any consequential, special or incidental losses or damages.

b. Failure of Purchaser's Performance and Covenants after the Closing. In the event Purchaser defaults under Section 12 above, Seller may pursue any and all remedies available pursuant to this Agreement, including but not limited to, the provisions of Section 12 above.

18. Notices. Any notice required or contemplated to be given to any of the parties by any other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, as follows:

If to Seller:
Danville Pittsylvania Regional
Industrial Facility Authority
Attn.: Susan M. DeMasi, Authority Secretary
427 Patton Street
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

With a copy to:
Michael C. Guanzon, Esq.
Christian & Barton, L.L.P.
901 E. Cary St., Suite 1800
Richmond, VA 23219-4037

If to Purchaser:
Attn.: Thomas A. Deriso, President
Mid-Atlantic Broadband Communities
Corporation
715 Wilborn Ave.
South Boston, VA 24592

With a copy to:
____
____
____

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate. Copies as set forth in this Section 18 are provided as a courtesy and shall not be required to effectuate notice as provided herein.

19. Assignment; Successors. Except as otherwise expressly permitted herein, neither Party may assign this Agreement, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed, or withheld.

20. Non-Waiver. No waiver of any term or condition of this Agreement by any Party

shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

21. Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

22. Gender and Number. Throughout this Agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.

23. No Third-Party Beneficiaries. Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement. This Section 24 shall survive the expiration or termination of this Agreement.

24. Governing Law. This Agreement and all amendments hereto shall be governed by and construed under the laws of the Commonwealth of Virginia. The Parties hereby submit to the exclusive jurisdiction of the state court located in Danville County, Virginia, or the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Agreement, and the Parties hereby agree that all claims in respect of any action or proceeding shall be heard or determined only in either of these courts. The Parties agree that a final judgment in any action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by applicable law related to the enforcement of judgments. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. Notwithstanding anything to the contrary herein, the Parties hereby expressly and irrevocably waive any right to trial by jury with respect to any lawsuit, claim, or other proceeding arising out of or relating to this Agreement or the transactions contemplated thereby. This Section 24 shall survive the expiration or termination of this Agreement.

25. Invalidity. In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement are thereby defeated. This Section 25 shall survive the expiration or termination of this Agreement.

[SIGNATURES ARE ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have set their hands and seals to this **PURCHASE AND SALE AGREEMENT** as of the day and year indicated next to their signatures.

PURCHASER:

MID-ATLANTIC BROADBAND COMMUNITIES CORPORATION, a Virginia nonstock corporation

By: ________________________________
Thomas A. Deriso
President & CEO

Date of Execution: ________________, 2025

SELLER:

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

By: ________________________________
J. Lee Vogler, Jr.
Chairman

Date of Execution: ________________, 2025

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.B.

DATE: April 14, 2025

FROM: Matt Rowe | Pittsylvania County Director of Economic Development

RE: Consideration of Resolution 2025-04-14-5B, authorizing the negotiation, execution and delivery of an amendment to that certain Maintenance Proposal dated August 8, 2022, with Sellers Brothers, Inc., a Virginia Corporation, for routine maintenance of the Authority's Southern Virginia Megasite at Berry Hill Project, located in Pittsylvania County, Virginia, at a monthly rate equal to $3,600.00 and the Authority's Cane Creek Centre Industrial Park Project, located in Pittsylvania County, Virginia and Danville, Virginia, at a monthly rate equal to $2,350.00, for a term of one year and the Authority has a 30-Day early termination right – Matthew D. Rowe, Director of Economic Development, Pittsylvania County

ATTACHMENTS

1. Resolution No. 2025-04-14-5B
2. Exhibit A - Sellers Brothers Amendment

Resolution No. 2025-04-14-5B

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF AN AMENDMENT TO THAT CERTAIN MAINTENANCE PROPOSAL DATED AUGUST 8, 2022, WITH SELLERS BROTHERS, INC., A VIRGINIA CORPORATION, FOR ROUTINE MAINTENANCE OF THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, AT A MONTHLY RATE EQUAL TO $3,600.00 AND THE AUTHORITY'S CANE CREEK CENTRE INDUSTRIAL PARK PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA AND DANVILLE, VIRGINIA, AT A MONTHLY RATE EQUAL TO $2,350.00, FOR A TERM OF ONE YEAR AND THE AUTHORITY HAS A 30-DAY EARLY TERMINATION RIGHT

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

WHEREAS, as part of the Authority's Southern Virginia Megasite at Berry Hill project ("**SVM**") located in Pittsylvania County, Virginia, and the Authority's Cane Creek Centre Industrial Park project ("**Cane Creek**") located in Pittsylvania County, Virginia and Danville, Virginia, the Authority requires routine land maintenance services (the "**Services**"), including but not limited to, mowing, trash pick up and maintenance of mulch beds around signs, for the continued development and marketing of SVM and Cane Creek; and

WHEREAS, the Authority, pursuant to Resolution No. 2022-09-12-5A, entered into that certain Maintenance Proposal dated August 8, 2022 (the "**Original Contract**"), with Sellers Brothers, Inc., a Virginia corporation ("**Sellers Brothers**"), for the purchase of the Services; and

WHEREAS, the Authority desires to negotiate, execute and deliver an amendment to the Original Contract ("**Amendment**") with Sellers Brothers under the following minimum business terms:

(i) a renewal term equal to one (1) year;

(ii) the Authority will pay Sellers Brothers a monthly rate for the Services as follows:

a. SVM monthly rate is equal to Three Thousand Six Hundred and 00/100 Dollars ($3,600.00); and

b. Cane Creek monthly rate is equal to Two Thousand Three Hundred Fifty and 00/100 Dollars ($2,350.00)

; and

(iii) the Authority will have a thirty (30) day early termination right to terminate the Original Contract, as amended

; and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that funding for the Amendment is available within a line item previously approved by the Authority as "**General Expenditures for Fiscal Year 2025**".; and

WHEREAS, the Authority's Board of Directors has determined that it is in the best interests of the Authority and the citizens of the City of Danville, Virginia and the County of Pittsylvania, Virginia, and in furtherance of the development and marketing of SVM and Cane Creek, for the Authority to approve, to negotiate, to execute and to deliver an Amendment with Sellers Brothers, as applicable, consistent with this Resolution, subject to approval by legal counsel to the Authority.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the negotiation, execution and delivery of an Amendment to the Original Contract with Sellers Brothers, subject to the approval by legal counsel to the Authority as to legal form. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, in consultation with the other, to further negotiate and amend an Amendment, on behalf of the Authority, consistent with this Resolution and as approved by legal counsel to the Authority as to legal form, such execution of any such amendments by the Chairman (or Vice Chairman as the case may be) to conclusively establish the approval of any such amendments 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 an Amendment, 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 an Amendment 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 April 14, 2025, 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 14th day of April 2025.

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

(SEAL)

2145 South Boston Road – Danville, VA 24540 – 434-822-8263

Date: 03/07/2025

Proposal Submitted to: Pittsylvania County
Attn: Matt Rowe

Project: Land Maintenance for Pittsylvania County

We are pleased to quote you the following:

Berry Hill Mega Park	$3,600.00
Cain Creek Centre	$2,350.00

Scope of Work – Includes routine maintenance of parks including mowing, trash pick up and maintaining of mulch beds around signs.

Hourly Rates apply for additional time or workload

Excludes – bushhogging large pads, mulching machine work and materials

We are asking for a rate increase due to normal inflation of labor and consumables along with additional road frontage at Berry Hill Park.

The amount of trash pick up has increased considerably since Tyson and AeroFarms have started running multiple shifts.

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.C.

DATE: April 14, 2025

FROM: Matt Rowe | Pittsylvania County Director of Economic Development

RE: Consideration of Resolution 2025-04-14-5C, approving that certain Proposal for Contract Modification, dated March 28, 2025, with WSP USA Inc., a New York Corporation, for Cemetery Relocation Services on Lot 3 of the Authority's Southern Virginia Megasite at Berry Hill Located in Pittsylvania County, Virginia, to provide additional excavation and laboratory services relating to additional burial sites for a fee not to exceed $525,975.00 – Mr. Rowe and Brian K. Bradner, P.E., Senior Vice President, Dewberry Engineers

ATTACHMENTS

1. Resolution 2025-04-14-5C
2. Exhibit A - WSP Contract Amendment

Resolution No. 2025-04-14-5C

A RESOLUTION APPROVING THAT CERTAIN PROPOSAL FOR CONTRACT MODIFICATION, DATED MARCH 28, 2025, WITH WSP USA INC., A NEW YORK CORPORATION, FOR CEMETERY RELOCATION SERVICES ON LOT 3 OF THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, TO PROVIDE ADDITIONAL EXCAVATION AND LABORATORY SERVICES RELATING TO ADDITIONAL BURIAL SITES FOR A FEE NOT TO EXCEED $525,975.00

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

WHEREAS, pursuant to Resolution No. 2024-10-16-5A, the Authority executed that certain proposal (the "**Original Proposal**") with WSP USA Inc., a New York corporation ("**WSP**"), for cemetery relocation services for portions of Lot 3 (GPIN 1367-30-1931) ("**Lot 3**") in the Authority's Southern Virginia Megasite at Berry Hill (the "**SVM**"); and

WHEREAS, WSP has presented that certain Proposal for Contract Modification, dated March 28, 2025 ("**Change Order No. 1**") to the Original Proposal, a copy of such change order is attached as **Exhibit A**, incorporated herein by this reference, under which WSP will provide or cause to be provided additional excavation and laboratory services relating to additional burial sites on Lot 3; and

WHEREAS, under Change Order No. 1, the services by WSP are generally described as "**Additional Burial Removals and Artifact Photography**" at a lump sum fee of $357,522.00 and "**DNA Testing (Option 1. Required by Permit)**" at a lump sum fee of $168,453.00, where the aggregate fees for such services is equal to $525,975.00 ("**Change Order No. 1 Funding**"); and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that Change Order No. 1 Funding is available within a line item previously approved by the Authority as "**Southern Virginia Megasite at Berry Hill – Funding Other than Bond Funds**"; and

WHEREAS, the Authority has hereby determined, in open session, that Change Order No. 1, in furtherance of the development and marketing of the SVM, serves the purpose of the Authority to enhance the economic base of the County of Pittsylvania, Virginia (the "**County**") and the City of Danville, Virginia (the "**City**") by developing, owning, and operating the SVM on a cooperative basis involving the County and the City, and that it is in the best interests of the Authority and the citizens of the County and the City for the Authority to authorize and approve the negotiation, execution and delivery of Change Order No. 1, as applicable, consistent with this Resolution and subject to the approval by legal counsel to the Authority as to legal form.

NOW, THEREFORE, BE IT RESOLVED, that:

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

2. Authority hereby authorizes and directs the City Manager Officer, the County Administrator Officer, and the Authority's staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by Change Order No. 1, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions; however, such authorization shall be subject to the same approval by legal counsel to the Authority as set forth above.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to Change Order No. 1 and the matters contemplated therein.

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

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on April 14, 2025, 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 14th day of April 2025.

____

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

(SEAL)

Resolution No. 2025-04-14-5C

Exhibit A

(Change Order No. 1)

March 28, 2025

Mr. Matthew Rowe
Economic Development Director
Pittsylvania County
1 Center Street
Chatham, Virginia 24531

Cemetery Relocation, Hairston 2 and Adams-Wilson Cemeteries, Pittsylvania County, Virginia

Proposal for Contract Modification

Dear Mr. Rowe:

Under the terms of a contract signed on August 19, 2024, and a task proposal dated September 19, 2024, WSP USA Inc. (WSP) has been engaged in excavating human remains from two cemeteries within the Southern Virginia Megasite at Berry Hill, as part of the ongoing industrial development project. The VDHR permit for this work was issued on November 26, 2024. Fieldwork began the week of December 16-20 and after a two-week holiday break resumed on January 6. Excavation at the first cemetery, Hairston II (071-5303) was completed on February 5. Excavation at the Adams-Wilson cemetery (071-5304) is ongoing.

This contract modification includes DNA testing, which is discussed below as Task 2. The DNA testing is additional work not included in the initial task order (August 19, 2024).

Task 1. Additional Burial Removals and Artifact Photography

WSP's initial proposal for this task covered the excavation of 140 burials. This count was based on information from the initial survey of the cemeteries by BAL in 2011. However, their counts were low. They estimated 17 burials at Hairston II, when WSP eventually excavated 78. BAL counted 119 burials at Adams-Wilson and thought there might be as many as 170. WSP has identified 200 burials at Adams-Wilson as of this writing.

WSP hoped to be able to accommodate some small number of additional burials within the existing budget. (Experience shows that there are always at least a few burials not visible on the surface.) However, the need for a contract modification became apparent due to the sheer number of additional burials as well as a reduced pace from inclement weather over the winter and gaps in heavy machinery availability. As of this writing we have already exceeded our existing budget with about 75 graves remaining to be excavated.

WSP has also taken on a small extra task related to artifacts found in the burials. After consultation with the descendants' representatives, it was agreed that the most interesting artifacts would be temporarily removed from the funeral home and sent to WSP's archaeological laboratory for cleaning, cataloging, and photography.

WSP is therefore requesting a contract modification to accommodate the cost of excavating twice the budgeted number of burials, up to 280, and completing the laboratory work. The methods being used for burial excavation were fully described in the initial proposal, so that information is not repeated here. The estimate includes the laboratory processing of artifacts from a maximum of 50 graves. Laboratory processing includes washing, cataloging, and digital photography, as well as shipping charges to and from the lab, which is in Kansas City, Missouri. All artifacts will be returned to the funeral home at the completion of processing and will be reunited with the associated burial remains. All work would be carried out according to the terms of the existing contract.

Task 1 Price

WSP is prepared to complete its additional work for a not-to-exceed cost of $357,522. This brings WSP's cost for the two cemeteries to $711,075. Billing will be monthly by actual labor and expenses, with a labor multiplier.

Task 2. DNA Testing

After consultation with the descendants' representatives, it was agreed that DNA testing would be pursued. Samples of bones, teeth, and hair have been collected during the fieldwork and are currently being kept at the funeral home. At RIFA's request, WSP is also including costs for DNA testing of human remains in this modification proposal.

WSP has been in discussions with laboratories about analysis of the DNA samples. Based on quotes received, WSP is planning to use Bode Technologies to perform the laboratory analysis. Based on the state of the remains as described by WSP, Bode's team does not believe that most samples will have good nuclear DNA preservation. They have recommended, therefore, that the testing focus initially on mitochondrial DNA (MtDNA), which is far more likely to have been preserved than nuclear DNA. MtDNA is passed down through the female line, and it is very stable across multiple generations, so it can provide descendants with information on family relationships. Another study that can be performed if high quality samples are obtained is SNP testing, or single nucleotide polymorphism testing. SNP testing analyzes variations in DNA sequences at specific locations, called SNPs, and it is useful for tracing ancestry. It is commonly used in DNA databases.

Bode has proposed that their work begin with an assessment of selected samples known as "extraction and quantification". If they find no analyzable DNA, their analyses stop at that point. On the other hand, if MtDNA is extracted, then MtDNA analysis can be run. Furthermore, if nuclear DNA is successfully extracted, then samples can be run for SNP testing. The number and type of detailed analyses to be performed can be changed within the budget parameters set by RIFA.

The cost for the first step (extraction and quantification) is $1,096.20 per sample. Mitochondrial DNA testing (including extraction and quantification) is $4,071.60 per sample. SNP testing, which creates a profile that can be uploaded to public DNA databases to search for matches, costs $2,683.80 per sample. The cost for complete analysis of a sample from a living person is $1,096.20. Note for all of these laboratory sample costs, included in them is a WSP fee of 8% to cover administrative costs.

Part of the plan for DNA analysis is for collecting and analyzing samples from living descendants so that they can be compared to samples from the deceased. Bode would send the sampling kits to WSP, and WSP personnel would collect the samples (cheek swabs) and send them to Bode, which will analyze them and compare them to the cemetery samples. WSP envisages two advertised times when this service would be available, perhaps one at the Shiloh Baptist Church and one at a county venue.

The VDHR permit under which the cemeteries are being relocated specifies DNA study of a 10% sample of burials, which would be about 30. Given the cost of these analyses, WSP is providing three different scenarios, with 30 old samples and 30 samples from living descendants as the minimum. (If analysis of the first 10 samples shows no analyzable DNA, the VDHR will probably accept a letter from the DNA lab as sufficient to fulfill the permit requirements.) The initial cost is for the mitochondrial DNA analysis, with an option for other studies if high-quality DNA is recovered.

The cost for the amount of testing required by the permit would be as follows:

Option 1. Required by Permit

Test Type	Cost	Number	Subtotal
MtDNA	$4,071.60	30	$122,148.00
SNP	$2,683.80	5	$13,419.00
Family	$1,096.20	30	$32,886.00
Total			$168,453.00

The costs for two other options would be as follows:

Option 2. Additional Testing

Test Type	Cost	Number	Subtotal
MtDNA	$4,071.60	45	$183,222.00
SNP	$2,683.80	10	$26,838.00
Family	$1,096.20	45	$49,329.00
Total			$259,389.00

Option 2. Even More Additional Testing

Test Type	Cost	Number	Subtotal
MtDNA	$4,071.60	60	$244,296.00
SNP	$2,683.80	15	$40,257.00
Family	$1,096.20	60	$65,772.00
Total			$350,325.00

The results of the testing will be made available to the descendants in the form received from the laboratory, so they have access to all of the information. WSP will also prepare a summary of the results to be included in the report on the cemetery project. The testing is destructive, so the remains sent to the lab will not be returned.

Task 2 Price

Billing for task 2 will be on a time and materials basis. Billing will be monthly with unit costs for lab samples and fees invoiced when samples are submitted for analysis.

The three options for DNA analysis have not to exceed costs of $168,453, $229,389, and $350,325, respectively.

Schedule

Bode has indicated to WSP that DNA processing would take 3 to 6 months, depending on the number of samples to be studied. Because this data is necessary to complete WSP's report, that report will likely not be delivered until late in 2025, and delivery cannot be guaranteed until January 31, 2026.

Request for Limited NTP

WSP understands that the full contract modification cannot be approved until the next meeting of RIFA's board. However, we are requesting limited NTP in the amount of $50,000 to allow us to provide uninterrupted services and to RIFA finish the fieldwork expeditiously.

Sincerely,

John C Bedell

John Bedell, Ph.D.

Principal Consulting Archaeologist

ASSUMPTIONS

1. *WSP assumes that its personnel will have access to the site during working hours.*
2. *Osteological analysis will be limited to in-ground study of bones.*
3. *The client will provide a backhoe as needed during the excavations, and will be responsible for restoring the site at the conclusion of fieldwork.*
4. *A facility (funeral home) will be ready to receive the human remains on a daily or weekly basis during the project, so that WSP is not responsible for any human remains after the conclusion of fieldwork.*
5. *The report will be delivered digitally in pdf format, except one copy for VDHR review.*
6. *WSP will remove from the funeral home, clean, catalog, photograph, and return to the funeral home artifacts from up to 50 graves.*
7. *WSP will remove from the funeral home, pack, and ship to the DNA lab the number of samples specified in the option chosen by RIFA. Those samples will be destroyed in processing.*
8. *WSP will be present to collect DNA samples from possible descendants on two pre-arranged occasions of up to 8 hours each. WSP will package these samples and send them to the DNA lab.*
9. *WSP will select the DNA laboratory and handle all communication with them. The laboratory vendor named in this proposal may be changed at any time.*
10. *All collection of laboratory samples has risk of samples not being viable for analysis. WSP makes no guarantee that the DNA samples will be viable, or that the analysis will yield information on ancestry.*
11. *Laboratory pricing is valid through June 30, 2025. If samples are to be analyzed after this date, updated pricing will be provided to RIFA.*

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.D.

DATE: April 14, 2025

FROM: Matt Rowe | Pittsylvania County Director of Economic Development

RE: Consideration of Resolution 2025-04-14-5D, authorizing the negotiation, execution and delivery of a Proposal for Cultural Resource Services from WSP USA Inc., a New York Corporation, in Connection with Resolution No. 2023-05-08-C, where Services Provider will provide Cultural Resource Services on Lot 1 of the Authority's Southern Virginia Megasite at Berry Hill Located in Pittsylvania County, Virginia for a fee not to exceed $17,670.00. - Mr. Rowe

ATTACHMENTS

1. Resolution 2025-04-14-5D
2. Exhibit A - WSP Proposal Cultural Resources

Resolution No. 2025-04-14-5D

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROPOSAL FOR CULTURAL RESOURCE SERVICES FROM WSP USA INC., A NEW YORK CORPORATION, IN CONNECTION WITH RESOLUTION NO. 2023-05-08-5C, WHERE SERVICES PROVIDER WILL PROVIDE CULTURAL RESOURCE SERVICES ON LOT 1 OF THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA FOR A FEE NOT TO EXCEED $17,670.00

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

WHEREAS, in connection with the further development of the Authority's Southern Virginia Megasite at Berry Hill project (the "**SVM**"), located in Pittsylvania County, Virginia, the Authority requires certain cultural resource services for portions of SVM Lot 1 (portion of GPIN 1367-30-1931) ("**Lot 1**"); and

WHEREAS, WSP USA Inc., a New York corporation ("**WSP**"), has submitted a proposal for certain cultural resource services for Lot 1 dated March 18, 2025 (the "**Proposal**"), a copy of which is set forth on **Exhibit A**, attached hereto and incorporated herein by this reference, under which WSP will provide or cause to be provided certain cultural resource services, which are generally described as archaeological excavation and VDHR-compliant report production (collectively, the "**Services**"); and

WHEREAS, under the Proposal, WSP will provide or cause to be provided the Services for an aggregate lump sum fee not to exceed Seventeen Thousand Six Hundred Seventy and 00/100 Dollars ($17,670.00) (the "**WSP Proposal Funding**"); and

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

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, and the improvement of the SVM for the Authority to negotiate, execute and deliver the Proposal, subject to approval and modification by the Authority's legal counsel as to legal form.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the negotiation, execution and delivery of the Proposal, subject to the approval by legal counsel to the Authority as to legal form. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, in consultation with the other, to further negotiate and amend

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

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

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

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

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on April 14, 2025, 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 14th day of April 2025.

____

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

(SEAL)

Resolution No. 2025-04-14-5D

Exhibit A

(WSP Proposal for Cultural Resource Services dated March 18, 2025)

March 18, 2025

Mr. Matthew Rowe

Economic Development Director
Pittsylvania County
1 Center Street
Chatham, Virginia 24531

Report Revisions, Sites 44PY0394 and 44PY0398, Berry Hill Lot 1, Pittsylvania County, Virginia (VDHR No. 2012-0023)

Dear Mr. Rowe:

WSP USA Inc. (WSP) is pleased to submit this letter proposal to provide RIFA with additional cultural resource services at Berry Hill, as part of the ongoing industrial development project (VDHR File No. 2012- 0023). In a letter dated December 5, 2024, the VDHR requested that the existing report on Sites 44PY0394 and 44PY0398 be revised to incorporate additional photographs and more discussion of the artifact collection. The VDHR also requested further documentary research into the Wenonda School, which is shown near Site 44PY0398 on the 1926 and 1944 USGS maps of this area.

WSP's plan for the research on the Wenonda School would involve a visit to Richmond to use state school records kept at the Virginia State Library, and also research in any digitized newspapers available for the period from standard commercial sources. The budget provides for four days of research at the State Library.

WSP estimates that a draft report can be delivered within 60 days of Notice to Proceed, and a revised version within 30 days of receipt of comments. WSP is prepared to complete this task for a price of $17,670. All work will be carried out according to the terms of a master service agreement signed between RIFA and WSP on August 19, 2024.

Sincerely,

John C Bedell

John C. Bedell, Ph.D.

Senior Consultant

ASSUMPTIONS

1. *Two drafts of the document will be prepared, both submitted digitally in pdf format. If required, up to two paper copies of the report will be printed for agency review.*
2. *No additional field or laboratory work will be conducted.*
3. *Research will be limited to work that can be carried out online, in Danville, or at the Virginia State Library in Richmond.*

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.E.

DATE: April 14, 2025

FROM: Michael Guanzon | Legal Counsel to Authority

RE: Consideration of Resolution 2025-04-14-5E, approving the proposed plans and specifications for improvements to certain real property owned by the Authority (PIN 76441) in the Authority's Cyber Park Project located in Danville, Virginia, for the installation of block wall surrounding the Substation by the City of Danville's Department of Community Development – Renee Burton, Director of Planning and Zoning, City of Danville, Virginia and Kenneth C. Gillie, Jr., Director of Community Development, City of Danville, Virginia

ATTACHMENTS

1. Resolution 2025-04-14-5E
2. Exhibit A - Cyber Park Substation Block Wall
3. Exhibit B - Cyber Park Substation Block Fence

Resolution No. 2024-04-14-5E

A RESOLUTION APPROVING THE PROPOSED PLANS AND SPECIFICATIONS FOR IMPROVEMENTS TO CERTAIN REAL PROPERTY OWNED BY THE AUTHORITY (PIN 76441) IN THE AUTHORITY'S CYBER PARK PROJECT LOCATED IN DANVILLE, VIRGINIA, FOR THE INSTALLATION OF BLOCK WALL SURROUNDING THE SUBSTATION BY THE CITY OF DANVILLE'S DEPARTMENT OF COMMUNITY DEVELOPMENT

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 made that certain Declaration of Restrictive Covenants for the Cyber Park ("**Cyber Park**"), dated September 20, 2004, and recorded in the Clerk's Office of the Circuit Court of the City of Danville, Virginia (the "**Clerk's Office**"), as Instrument No. 05-1671 (the "**Original Declaration**"), as amended by that certain Amendment to Declaration of Protective Covenants for the Cyber Park, dated May 14, 2012, recorded as Instrument Number 12-1656 in the Clerk's Office (the "**First Amendment to Declaration**"), as amended by that certain Second Amendment to Declaration of Protective Covenants for the Cyber Park, effective as of June 11, 2012 (the "**Second Amendment to Declaration**"), and as amended that certain Third Amendment to Declaration of Protective Covenants for the Cyber Park, dated as of July 8, 2024 (the "**Third Amendment to Declaration**") (the Original Declaration, the First Amendment to Declaration, the Second Amendment to Declaration and the Third Amendment to Declaration, collectively, the "**Declaration**"), which placed numerous conditions, covenants, restrictions and reservations on that certain real property covering the Authority's Cyber Park project, located in the City of Danville, Virginia (the "**Cyber Park**"); and

WHEREAS, the City of Danville's Department of Community Development ("**DCD**"), has submitted a site plan for the construction of a block wall to surround the Cyber Park substation (the "**Block Wall**") located 231 Slayton Ave., Danville, Virginia 24540 (PIN 76441), as shown on **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, the Authority finds that in its capacity as the Review Committee (as defined in the Restrictive Covenants), the site plan for the Block Wall, as submitted by DCD and recommended by DCD for approval by the Review Committee, are in compliance with the Restrictive Covenants, but subject to compliance with the applicable provisions of the Zoning Code of Danville, Virginia; and

WHEREAS, the Authority has determined that the approval of the site drawings and plans for the Block Wall is in furtherance of the Authority's purpose of developing and enhancing its Cyber Park project.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the site plan for the Block Wall, as submitted by DCD, as presented by DCD and as reviewed by the Review Committee (as defined in the

Restrictive Covenants) at this meeting, provided, however, that DCD approves those plans for purposes of complying with the Zoning Code of Danville, Virginia.

2. The Authority hereby authorizes the Chairman and the Vice Chairman, in consultation with the other, to execute and deliver such other documents in connection with the approval of the site plan for the Block Wall, as may be approved by the Chairman (or the Vice Chairman as the case may be), in consultation with the other, such execution by the Chairman (or the Vice Chairman as the case may be) to conclusively establish his approval of such other documents.

3. The Authority hereby authorizes and directs 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 approval of the site plan for the Block Wall or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of this Resolution.

4. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the approval of the site plan for the Block Wall and the matters contemplated in this Resolution.

5. 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 April 14, 2025, 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 14th day of April 2025.

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

(SEAL)

Exhibit A

(Block Wall Site Plan)

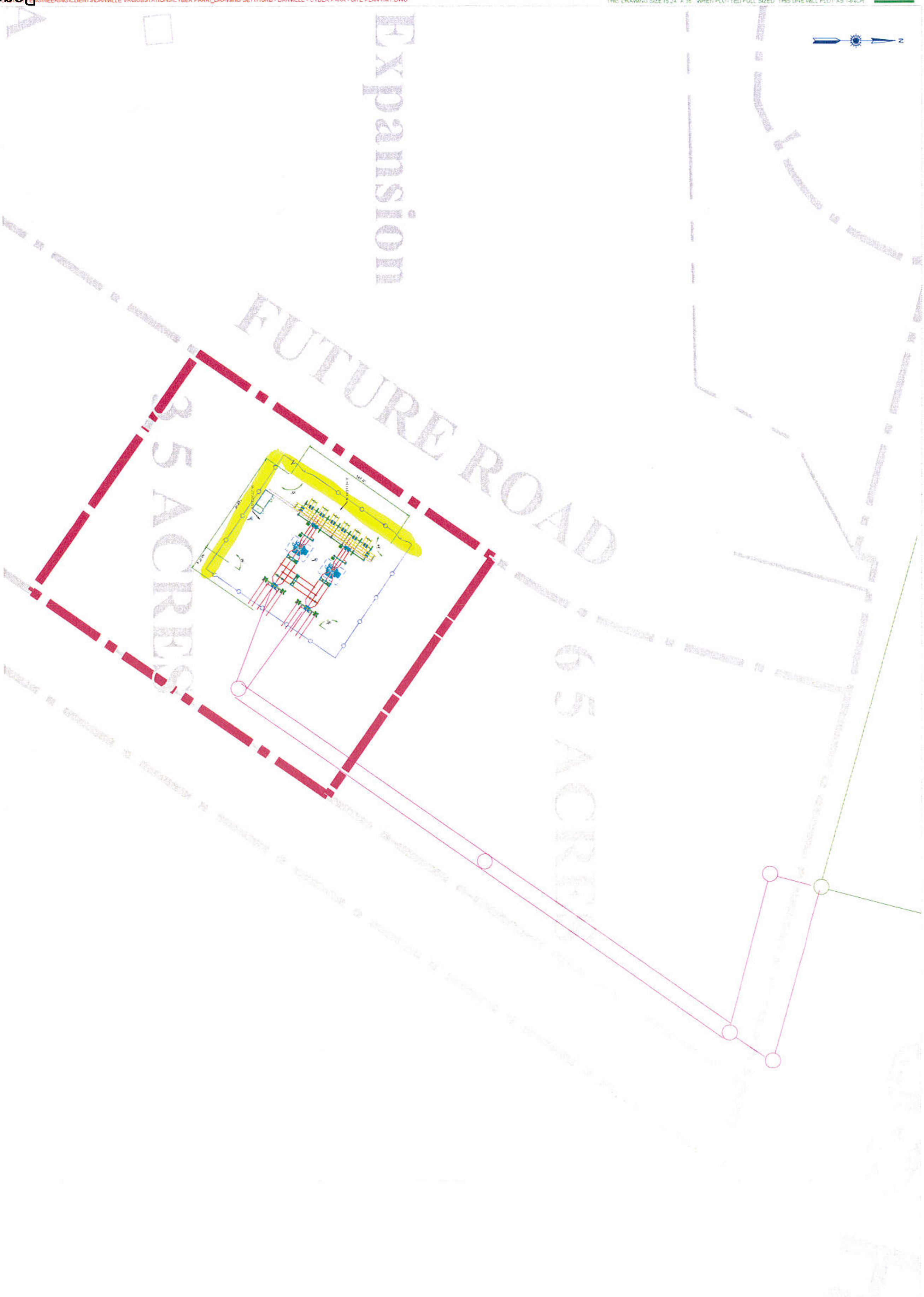
GROTTO HARDSCAPES

AVAILABLE COLORS – ROANOKE, VA

Appalachian Blend

ENGINEERING\CLIENTS\DANVILLE VA\SUBSTATIONS\CYBER PARK_DRAWING SET\110RB - DANVILLE - CYBER PARK - SITE PLAN HMT.DWG

THIS DRAWING SIZE IS 24" X 36". WHEN PLOTTED FULL SIZED, THIS LINE WILL PLOT AS 1-INCH



ISSUED FOR CONCEPT

DWG. No.				REV	DATE	DESCRIPTION	BY
110	CITY OF DANVILLE DANVILLE, VIRGINIA	CLIENT PROJ. REF. No.		A	10/20/22	PRELIMINARY DRAFT	SSS
	CYBER PARK 69/15kV SUBSTATION	UTILITYENGINEERING, LLC PROJ. No. 22-106-14		B	12/9/22	ADDED INCOMING TRANSMISSION LINE	HMT
	SITE PLAN	DATE: 10/20/2022					
		SCALE: AS SHOWN					
		DWN BY: SSS					
		CKD BY: HMT					
		APPVD BY: HMT					

SEAL

COMMONWEALTH OF VIRGINIA
HENRY MICHAEL TAYLOR
Lic. No. 046844
PROFESSIONAL ENGINEER

UTILITY ENGINEERING
LICENSE # 0407007967
702 OBERLIN ROAD, SUITE 230
RALEIGH, NC 27605
UTILITYENGINEERING.COM

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.F.

DATE: April 14, 2025

FROM: Michael Adkins | Authority Treasurer

RE: Financial Status Report as of March 31, 2025. Michael L. Adkins, Authority Treasurer.

SUMMARY

A review of the financial status reports through February 28, 2025 will be provided at the meeting. The financial status reports as of March 31, 2025 are attached for the DPRIFA Board's review.

Staff recommends approving the financial status reports as of March 31, 2025 as presented.

ATTACHMENTS

1. Financial Reports

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 March 31, 2025

	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 March 31, 2025

	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	$ 12,367.85	$ -	$ -	$ (8,367.85)
Total Contingency Budget		4,000.00	12,367.85	-	-	(8,367.85)
Legal		150,000.00	193,297.00	-	-	(43,297.00)
Accounting		28,000.00	29,500.00	24,500.00	-	(1,500.00)
Marketing		40,000.00	14,030.00	-	-	25,970.00
Postage & Shipping		100.00	-	-	-	100.00
Meals		4,500.00	3,758.88	539.70	-	741.12
Utilities		1,900.00	1,178.67	162.87	-	721.33
Insurance		3,000.00	-	-	-	3,000.00
Maintenance		59,000.00	40,990.00	-	-	18,010.00
Total	$ 290,500.00	$ 290,500.00	$ 295,122.40	$ 25,202.57	$ -	**$ (4,622.40)**

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Funding Other than Bond Funds
As of March 31, 2025

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"	1,207,768.86				
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		83,000.00	83,000.00	-	
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	62,370.00	12,630.00	
Dewberry Engineers		153,250.00	139,750.00	13,500.00	
HGS LLC		533,000.00	533,000.00	-	
Sellers Brothers		24,500.00	24,500.00	-	
Froehling & Robertson		56,500.00	56,500.00	-	
Miller, Long, & Associates		9,625.00	9,625.00	-	
WSP - Cemetery Relocation Services		353,553.00	189,337.75	164,215.25	
Jones Lang Lasalle		65,000.00	-	65,000.00	
Transfer available funds to "Berry Hill Mega Park - Lot 4 Site Development" Project [8]		-	11,203.15	-	
Total	$ 25,016,923.10	$ 24,711,365.83	$ 24,295,099.87	$ 416,265.96	**$ 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 March 31, 2025

	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)

D

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Lots 1&2 Site Development

As of March 31, 2025

	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 March 31, 2025

	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	$ 11,470,228.64	$ 24,200.00	**$ 67,060.00**

F

Danville-Pittsylvania Regional Industrial Facility Authority

Cyber Park Site Development

As of March 31, 2025

	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	1,988,100.25	-	
Total	$ 2,410,190.25	$ 2,410,190.25	$ 2,410,190.25	$ -	**$ -**

G

Danville-Pittsylvania Regional Industrial Facility Authority
Rent, Interest, and Other Income Realized for Fiscal Year 2025
As of March 31, 2025

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	$ 210,078.99		
Axxor N.A. LLC		-	1,000.00		
Mountain View Farms of Virginia, L.C.		-	1,200.00		
Osborne Company of North Carolina, Inc.		-	-		
Capital Outdoor, Inc.		-	2,000.00		
American Electric Power		-	12,000.00		
Total Rent		$ 23,342.11	$ 226,278.99		
Interest Received [2]		$ 10,756.13	$ 97,284.72		
Miscellaneous Income		$ 928,485.16	$ 6,114,035.04		
Expenditures					
Hawkins Research Bldg. Property Mgmt. Fee				$ 210,078.99	
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				$ 60,000.00	
Dewberry Engineers - Strategic Plan Development				$ 20,475.00	
KFH Group - Regional Bus Feasibility Study				$ 58,909.45	
Transfers to other funding sheets				$ 2,404,295.75	
Pittsylvania County overpayment of incentives				$ 87,295.64	
Totals	$ 3,415,979.07	$ 962,583.40	$ 6,437,598.75	$ 5,592,891.75	$ 4,260,686.07
				Restricted [1]	$ 336,168.81
				Unrestricted	$ 2,858,840.85
				Committed	$ 1,065,676.41

[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
March 2025

Check Number	Date	Vendor Name	Paid Amount
	3/6/2025	City of Danville	61.12
	3/6/2025	City of Danville	61.25
2727	3/10/2025	Brown Edwards	9,500.00
2728	3/10/2025	Brown Edwards	15,000.00
2729	3/10/2025	Dewberry Engineers Inc	13,650.00
2730	3/10/2025	Economic Leadership LLC	40,000.00
2731	3/10/2025	IALR	23,342.11
2732	3/10/2025	IALR	539.70
2733	3/10/2025	KFH Group	21,840.66
2734	3/10/2025	Pittsylvania County	87,295.64
	3/20/2025	City of Danville	40.50

I

Danville-Pittsylvania Regional Industrial Facility Authority

Statement of Net Position [1, 2]

March 31, 2025*

		Unaudited FY 2025
Assets		
Current assets		
Cash - checking	$	1,118,205
Cash - money market		4,139,518
Accounts receivable		394,450
Total current assets		5,652,173
Noncurrent assets		
Restricted cash - project fund CCC bonds		20,802
Restricted cash - debt service fund CCC bonds		21,813
Capital assets not being depreciated		25,001,055
Capital assets being depreciated, net		19,233,152
Construction in progress		36,923,355
Total noncurrent assets		81,200,177
Total assets		86,852,350
Liabilities		
Current liabilities		
Accrued interest		243,397
Accounts Payable		410,343
Unearned income		600
Economic development payable - current portion		147,000
Total current liabilities		801,340
Noncurrent liabilities		
Loans payable - less current portion		6,395,000
Total noncurrent liabilities		6,395,000
Total liabilities		7,196,340
Net Position		
Net investment in capital assets		74,783,364
Restricted - debt reserves		21,813
Unrestricted		4,850,833
Total net position	$	79,656,010

[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 March 31, 2025 as of March 31, 2025, 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
March 31, 2025*

		Unaudited FY 2025
Operating revenues		
Reimbursement of grants		20,410
Rental income		225,654
Other Income		2,252,265
Total operating revenues		2,498,329
Operating expenses [4]		
Mega Park expenses [3]		591,593
Cane Creek Centre expenses [3]		644,347
Cyber Park expenses [3]		201,369
Professional fees		92,128
Other operating expenses		158,241
Total operating expenses		1,687,678
Operating income (loss)		810,651
Non-operating revenues (expenses)		
Interest income		97,285
Interest expense		(38,909)
Total non-operating expenses, net		58,376
Net income (loss) before capital contributions		869,027
Capital contributions		
Contribution - City of Danville		451,442
Contribution - Pittsylvania County		451,442
Total capital contributions		902,884
Change in net position		1,771,911
Net position at July 1, 2024		77,884,099
Net position at March 31, 2025	$	79,656,010

[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
March 31, 2025*

		Unaudited FY 2025
Operating activities		
Receipts from grant reimbursement requests	$	2,924,763
Receipts from leases		225,654
Other receipts		2,252,265
Payments to suppliers for goods and services		(5,125,806)
Net cash used by operating activities		276,876
Capital and related financing activities		
Purchase/disposal of capital assets		(2,063,118)
Proceeds from long-term debt		1,895,000
Capital contributions		902,884
Interest paid on bonds		(7,197)
Principal repayments on bonds		(205,000)
Net cash provided by capital and related financing activities		522,569
Investing activities		
Interest received		97,285
Net cash provided by investing activities		97,285
Net increase (decrease) in cash and cash equivalents		896,730
Cash and cash equivalents - beginning of year (including restricted cash)		4,403,607
Cash and cash equivalents - through March 31, 2025 (including restricted cash)	$	5,300,337
Reconciliation of operating income before capital contributions to net cash used by operating activities:		
Operating income (loss)	$	810,651
Adjustments to reconcile operating income to net cash provided by operating activities:		
Changes in assets and liabilities:		
Change in prepaids		3,436
Change in due from other governments		
Change in other receivables		2,905,228
Change in accounts payable		(3,441,564)
Change in unearned income		(875)
Net cash provided by operating activities	$	276,876

Components of cash and cash equivalents at March 31, 2025:		
American National - Checking	$	1,118,205
American National - General money market		4,139,518
Wells Fargo - $7.3M Bonds CCC Debt service fund		21,813
Wells Fargo - $7.3M Bonds CCC Project fund		20,802
	$	5,300,337