

Danville-Pittsylvania Regional Industrial Facility Authority

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

AGENDA

June 8, 2020

12:00 P.M.

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

County of Pittsylvania Members

**Robert W. Warren, Chairman
Ronald S. Searce
Vic Ingram, Alternate**

City of Danville Members

**Fred O. Shanks, III, Vice Chairman
Sherman M. Saunders
J. Lee Vogler, Jr., Alternate**

Staff

**Ken Larking, City Manager, Danville
David M. Smitherman, Pittsylvania County Administrator
Christian & Barton, LLP, Legal Counsel to Authority
Susan M. DeMasi, Authority Secretary
Michael L. Adkins, Authority Treasurer**

Danville-Pittsylvania Regional Industrial Facility Authority

1. MEETING CALLED TO ORDER

2. ROLL CALL AND CONFIRMATION OF MEETING LOGISTICS

3. PUBLIC COMMENT PERIOD

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 the public and the Authority.]*

4. APPROVAL OF MINUTES OF THE MAY 11, 2020 MEETING

5. NEW BUSINESS

- A. Consideration of Resolution No. 2020-06-08-5A, ratifying that certain Second Amendment to Contract of Sale dated May 21, 2020, between the Authority and RealtyLink Investments, LLC, a South Carolina limited liability company, pursuant to Resolution Nos. 2019-09-09-5E, 2019-11-12-5A, 2019-12-09-5B, and 2020-05-11-5F, for Lots 3A and 3B in the Authority's Cane Creek Centre Industrial Park Project, located in Pittsylvania County, Virginia, to extend contractual deadlines to facilitate purchaser to proceed to closing – Matthew D. Rowe, Director of Economic Development, Pittsylvania County, and Michael C. Guanzon, Christian & Barton, LLP, legal counsel to the Authority
- B. Consideration of Resolution No. 2020-06-08-5B, ratifying one-time surveying and subdivision plat services performed by Dewberry Engineers Inc., a New York corporation, for Lot 3 of the Authority's Cane Creek Centre Industrial Park Project, located in Pittsylvania County, Virginia, for a fee of \$2,500 – Mr. Rowe
- C. Consideration of Resolution No. 2020-06-08-5C, authorizing the negotiation, execution and delivery of a Deed of Dedication for public street purposes, consisting of a portion of Lot 7C in the Authority's Cane Creek Centre Industrial Park Project, located in Pittsylvania County, Virginia, and Morgan Olson Way (formerly known as IKEA Drive) – Mr. Rowe
- D. Financial Status Reports as of May 31, 2020 – Michael L. Adkins, CPA, Treasurer of the Authority, and/or Henrietta Weaver, CPA, City of Danville, Virginia *[via Conference Line: +1 (646) 558-8656 and Meeting ID: 942-9594-5072]*
- E. Consideration of Resolution No. 2020-06-08-5E, approving the (i) FY 2020 General Expenditure Budget Transfer of up to \$60,000 from Unrestricted Funds to Legal Budget; and (ii) FY 2021 General Expenditures Budget. – Mr. Adkins and Ms. Weaver *[via Conference Line] [No written resolution.]*
- F. Consideration of Resolution No. 2020-06-08-5F, approving the form of the Annual Report to County Board of Supervisors and City Council, pursuant to the Authority's Bylaws Article IX, Paragraph 1(c) – Corrie M. Teague-Bobe, Interim Director of Economic Development, City of Danville *[No written resolution.]*

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- G. Report on Pipeline Right of Way and Easement Agreement with Mountain Valley Pipeline LLC, a Delaware limited liability company – Mr. Rowe and David M. Smitherman, County Administrator, Pittsylvania County [*Discussion to be held in closed session as permitted in Agenda Item 6.C.*]
- H. Report on selection of legal counsel to the Authority in response to RFP 10-20-085 – Earl B. Reynolds, Jr., Deputy City Manager, City of Danville, and Mr. Adkins [*Discussion to be held in closed session as permitted in Agenda Item 6.E.*]

6. CLOSED SESSION

[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. The Conference Line will be disconnected or muted during the closed session.]

- 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);
- 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;
- D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with Mr. Guanzon regarding specific legal matters requiring the provision of legal advice by Mr. Guanzon; and

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- 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.

RETURN TO OPEN SESSION

- F. Reinstatement/Unmuting of Conference Line.
- G. Confirmation of Motion and Vote to Reconvene in Open Meeting.
- H. Motion to Certify Closed Meeting.

7. NEW BUSINESS CONTINUED

- A. Continuation of Agenda Item 5.G -- consideration of Resolution No. 2020-06-08-7A, authorizing the negotiation, execution and delivery of a Right of Way and Easement Agreement between the Authority and Mountain Valley Pipeline LLC, a Delaware limited liability company for a pipeline right of way and easement in the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, and the compensation paid to the Authority shall be no less than \$ [to be determined]
- B. Continuation of Agenda Item 5.H -- consideration of Resolution No. 2020-06-08-7B, selection of legal counsel *[No written resolution.]*
- C. Consideration of Resolution No. 2020-06-08-7C, in recognition of distinguished service by Fred O. Shanks, III, to the Authority, as Chairman, Vice Chairman, Member and Alternate Member of the Board of Directors – Robert. W. Warren, Chairman.

8. COMMUNICATIONS FROM:

- A. Authority Board Members
- B. Staff

9. ADJOURN

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 4
Meeting Date:	06/08/2020
Subject:	Meeting Minutes
From:	Susan M. DeMasi, Authority Secretary

SUMMARY

Attached for the Board's approval are the Meeting Minutes from the Tuesday, May 11, 2020 Meeting.

ATTACHMENTS

Meeting Minutes – 05/11/2020

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

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May 11, 2020

A Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:09 p.m. on the above date at the Institute for Advanced Learning and Research, 150 Slayton Avenue, Room 207, Danville, Virginia. Present were City of Danville Members Vice Chairman Fred O. Shanks, III, Sherman M. Saunders and Alternate J. Lee Vogler. Pittsylvania County Members present were Chairman Robert W. Warren, Ronald S. Searce, and Alternate Vic Ingram. Mr. Saunders left the meeting at 12:55 p.m. and Mr. Vogler entered at 12:54 p.m.

City/County staff members attending were: City Manager Ken Larking, County Administrator David Smitherman, City of Danville Interim Director of Economic Development Corrie Bobe, Pittsylvania County Director of Economic Development Matt Rowe, Christian & Barton Attorney Michael C. Guanzon, and Secretary to the Authority Susan DeMasi. Also present was Brian Bradner from Dewberry. *City of Danville Deputy City Manager Earl Reynolds, Director of Finance Michael Adkins, Accountant Henrietta Weaver and Pittsylvania County Project Manager Susan McCullough attended the meeting electronically.*

Chairman Robert W. Warren presided.

CONFIRMATION OF MEETING LOGISTICS

Legal Counsel to the Authority Michael Guanzon stated, because of the COVID plan the Board instituted last month, as a reminder, there were assigned seats; to keep distancing please stay at your seats unless leaving the room. When RIFA does have Closed Session, the press could wait in the lobby because the other parts of the Institute are closed to the public, and staff will call them back.

PUBLIC COMMENT PERIOD

No one present desired to be heard.

APPROVAL OF MINUTES OF THE APRIL 14, 2020 MEETING

Upon **Motion** by Mr. Shanks and **second** by Mr. Searce, Minutes of the April 14, 2020 Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. CONSIDERATION OF RESOLUTION NO. 2020-05-11-5A APPROVING CHANGE ORDER 9 BY HAYMES BROTHERS FOR LOT 4 AT BERRY HILL

Brian Bradner from Dewberry explained this was the final change order for the pad expansion work at the Southern Virginia Megasite at Berry Hill. The construction was completed under budget and ahead of schedule by Haymes. Part of the plan was they went to the back part of the lot where they provided borrowed dirt to do the fill on the pad expansion in Lot 4, creating additional pad area. As part of that, they constructed a gravel road that extends back into the area that has been expanded. There was a gap from where that road ends with pad expansion up to where it currently ends at the entrance. The first item was to extend that road to complete that gap; that will provide everyone with good access throughout all the graded areas of the pad as they exist today. Secondly, when entering that back portion, some security

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was needed; there was additional work related to a fence and gate to provide a level of security.

Mr. Scearce **moved** for adoption of *Resolution No. 2020-05-11-5A, approving Change Order 9 to the site development work by Haymes Brothers, Inc., a Virginia corporation, originally approved under Resolution No. 2017-02-24-4A, including construction of a roadway and the installation of a fence and gate for Pad A on Lot 4, in the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, increasing the contract price by \$47,433.00.*

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

VOTE: 4-0
AYE: Warren, Scearce, Shanks, Saunders (4)
NAY: None (0)

5B. CONSIDERATION OF RESOLUTION NO. 2020-05-11-5B APPROVING CHANGE ORDER 5 TO PHASE I SANITARY SEWER BY HAYMES BROTHERS AT BERRY HILL

Mr. Bradner explained this Change Order relates to the Phase I Sanitary Sewer work that Haymes was also completing at the site. This was to complete the segment of force main along US Highway 311, Berry Hill Road, in the amount of a little over \$1.3M. This was now part of the Danville Utilities system that was recently transferred over, and the funding will be provided through the agreement with Danville Utilities. Mr. Shanks questioned if this was part of the line not included in the other bidding process and Mr. Bradner noted it was part of the project that was originally bid earlier on. At the time, funds did not exist in order to complete the work. They had hoped to bring this Change Order to the Board at the beginning of the year, but based on a number of factors, it was decided to carry it forward a couple of months to make sure budgets were in place and agreements with Danville Utilities. Mr. Bradner noted once this segment was complete, the entire sewer system would be intact and ready to go.

Mr. Shanks **moved** for adoption of *Resolution No. 2020-05-11-5B, approving Change Order 5 to the Phase I Sanitary Sewer Project work by Haymes Brothers, Inc., a Virginia corporation, originally approved under Resolution No. 2018-03-12-5A, including completion of the sewer force main along Berry Hill Road, in the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, increasing the contract price by \$1,335,128.76.*

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

VOTE: 4-0
AYE: Warren, Scearce, Shanks, Saunders (4)
NAY: None (0)

5C. CONSIDERATION OF RESOLUTION NO. 2020-05-11-5C AUTHORIZING A TEMPORARY PARKING LICENSE AGREEMENT WITH MAJOR CONSTRUCTION

Interim Director of Economic Development Corrie Bobe noted there was roadway construction and improvements being done on Highway 58. Staff has had a request from Major Construction to use the former Securitas lot to store equipment as well as park their vehicles while construction takes place.

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Mr. Searce **moved** for adoption of *Resolution No. 2020-05-11-5C, authorizing a Temporary Parking License Agreement with Major Construction, Inc., a Virginia corporation, to use the parking lot for vehicle and equipment parking, located on property owned by the Authority, more commonly known as 1260 South Boston Road (Tax PIN 76441), located in Danville, Virginia.*

The Motion was **seconded** by Mr. Shanks.

Mr. Warren questioned damage to the parking lot and Mr. Guanzon explained there was an indemnification and the requirement that all their vehicles be licensed and tagged. RIFA can terminate within sixty days notice.

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

VOTE: 4-0
AYE: Warren, Searce, Shanks, Saunders (4)
NAY: None (0)

5D. CONSIDERATION OF RESOLUTION NO. 2020-05-11-5D RATIFYING THE LOCAL PERFORMANCE AGREEMENT WITH JUST GREENS LLC., DBA AEROFARMS

Pittsylvania County Director of Economic Development Matt Rowe explained this was a ratification of the Local Performance Agreement. In December when AeroFarms was announced, the Board directed staff to have flexibility in the agreement for the final investment figures. The original announcement was \$42M, and they have signed and agreed to the final project investment number of \$53M, keeping the same amount of jobs. Staff was looking for ratification of the Performance Agreement by the Board. Mr. Guanzon noted the reason they didn't have all that information before was it had to be kept confidential until the governor made the announcement. This was ratifying what was agreed to with AeroFarms and also to have an increased investment by the Company.

Mr. Shanks questioned if they were moving in on schedule and Mr. Rowe explained they have been delayed due to the COVID situation; their headquarters were in Newark and they have not been able to meet as a company. They were working closely with Ms. Bobe on the New Market Tax Credits, have finalized the design and locked into the investment figure. They were probably two to three months behind where they would like to be. Mr. Shanks asked if the Board could get an update on their schedule and Ms. Bobe stated the New Market Tax Credit Board did approve an extension until September 30th; staff will know in the next few weeks what their final timeline will be. Mr. Rowe noted they have to have a particular type of equipment for the HVAC with the recirculation system, it was made by a manufacturing firm in China; that was the holdup.

Mr. Shanks **moved** for adoption of *Resolution No. 2020-05-11-5D, ratifying that certain Local Performance Agreement, pursuant to Resolution No. 2019-12-09-7A, with Just Greens, LLC, doing business as AeroFarms, a Delaware limited liability company, a previously undisclosed industry recruit, for the establishment and operation of a new vegetable growing and processing facility in the Authority's Cane Creek Centre Industrial Park, located in Pittsylvania County, Virginia, and the City of Danville, Virginia.*

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

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VOTE: 4-0
AYE: Warren, Searce, Shanks, Saunders (4)
NAY: None (0)

5E. CONSIDERATION OF RESOLUTION 2020-05-11-5E APPROVING ONE TIME TRASH REMOVAL AND DEMOLITION SERVICES FOR 2471 TOM FORK ROAD

Pittsylvania County Administrator David Smitherman noted there was a derelict property on the edge of Cane Creek Parkway, with a considerable problem with people dumping tires. Mr. Guanzon noted the amount started out at \$5,500 and then there were more tires to clean up; it was \$10,000 total. Mr. Rowe stated it was his understanding that the work was already completed; the Board had previously ratified this up to a certain amount. Mr. Larking stated it was one of those projects that he and the County Administrator could approve and get ratified later by the Board.

Mr. Saunders **moved** for adoption of *Resolution No. 2020-05-11-5E, approving one-time trash removal and demolition services with Marshall Construction Co., Inc., a Virginia corporation, related to the building more commonly known as 2471 Tom Fork Road (Tax GPIN 2347-04-1865) on Lot 7B of the Authority's Cane Creek Centre Industrial Park project located in Pittsylvania County, Virginia and the City of Danville, Virginia, for a fee of \$10,157.46, subject to adjustments.*

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

VOTE: 4-0
AYE: Warren, Searce, Shanks, Saunders (4)
NAY: None (0)

5F. CONSIDERATION OF RESOLUTION 2020-05-11-5F APPROVING THE PROPOSED PROPERTY MODIFICATIONS WITH REALITY LINK FOR LOTS 3A AND 3B AT CANE CREEK

Mr. Rowe noted as part of the developer's due diligence for AeroFarms' lot, they found some title issues that need to be rectified. There was an old prescriptive easement roadway on the back portion of the lot, and based upon previous deeds that were recorded, there may be some liability to RIFA for maintenance of that specific roadway. To rectify that, RIFA would need to be able to remove the roadway from the property, that way the roadway and the associated maintenance concerns do not continue to convey with the property to the next owner, RealtyLink, and their tenant AeroFarms.

Mr. Guanzon noted that road, Cedar Lane, was on the back end of the property; it was a private road, not publicly maintained. When RIFA purchased the property, the predecessor in title were the people that owned the property prior to RIFA; they had agreed to maintain the entire road even though part of that easement was on RIFA's property. Staff was going to try a boundary line adjustment to move the line outside of what RIFA would own; the adjacent owners would essentially get that half of the road. This would take it out of RIFA's title. They have not discussed this yet with the other owners, and staff was hoping they would be cooperative. The second issue was, staff was having disputes with RealtyLink with respect to the cemetery property; it was a small area and the question was what was RIFA going to do about it. The suggestion and possible work around they were going to try and do was,

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County zoning has said RIFA can create a legal lot around that small piece of property without creating an illegal lot. RIFA would convey the property without the cemetery, which was in the back corner close to Cedar Lane Road. The hope would be that RIFA would be able to give that property to the family members, whose family members are buried there. They have not approached them, so it will take some time.

Mr. Guanzon noted these issues were still being worked on by staff so that RIFA can proceed to closing. RIFA will probably have to do another extension of their due diligence period because of trying to work these things out. This Resolution would be twofold, one would be to adjust the boundary line to cut out half the road, and secondly, to convey the property, less the cemetery lot. In the event RIFA needs to convey it to the family, staff will come back to get formal Board approval.

Mr. Shanks asked if Cedar Lane had various owners or was it one owner and Mr. Guanzon noted it had several, there were at least two parties, a family trust that was on the back end, and a couple. Staff takes the position that the property belongs to RIFA, that half of the private road belongs to RIFA. Staff had suggested that RIFA abandon their rights to the other half of the road and under Virginia law, it says that whoever was the one using the property was responsible for the maintenance and repairs. That was what they had proffered, to say RIFA hasn't been using it, they just not use it, and are going to abandon that easement. If they are unable to fix those types of things, RIFA will have to talk to RealtyLink and ask them what they want to do.

Mr. Warren questioned if RIFA could move the boundary line so they wouldn't be affected by it, and Mr. Guanzon noted they could if the other people against the property are agreeable to this; staff has not spoken to the other side. Mr. Warren asked, looking at the square that RealtyLink was purchasing from RIFA, RIFA can adjust the lines of what RealtyLink was purchasing to not include the road and RIFA would still own it. Why would RIFA need the other entities to be involved; if they only sell RealtyLink up to thirty feet of the line, why could they not do that. Mr. Guanzon explained, because the lot would be of a dimension that creates an illegal lot. Mr. Smitherman asked if RIFA could go to the county planning commission for a variance and Mr. Guanzon noted they could, but even fast tracking it would probably take another three months; that's the back up plan. The other plan would be to say RIFA was going to abandon their easement and RealtyLink take it or leave it.

Mr. Shanks noted one possible solution depending on how things were shaped, RIFA was already given permission to make the legal lot of the cemetery that apparently doesn't have roadway. It could be combined possibly with that strip that follows that road and all that be one lot. Mr. Guanzon stated that was another thing that the Board will have to discuss in closed session; there are some other options that staff has discussed. However, it would be at considerable expense with redrawing certain things and ensuring the building plans would have enough road frontage. There was also an environmental easement protective area that has been added there; staff would have to check all those things out.

Mr. Rowe noted, staff was coming to the Board based upon the information that RealtyLink provided. When their counsel told staff this was a request, if the Board deems this as not something they want to explore than he and Mr. Guanzon would inform their counsel that after talking to RIFA they think the way it was right now was acceptable, so they would be able to put their titles on it. Mr. Warren stated his opinion was RIFA should try to alleviate the problem,

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not put the burden on the company, and supported Mr. Guanzon and Mr. Rowe trying to work on this.

Mr. Shanks noted he didn't know how close the road was to the cemetery, but if it was minor, making the lot could be done in short notice. RIFA already owns part of the road, it already owns the cemetery, the only party involved was Pittsylvania County and RIFA. If the planning commission reviews company wise and RIFA he believes that could be handled in two or three weeks. Mr. Guanzon stated they have been having discussions with Dewberry because there were some conservation environmental protected areas; they would have to go through and make sure they were not going to be impacted. Whatever they cut out or cut through for the new line was not going to adversely affect the set back requirements for the building that AeroFarms was planning on having built on there. This resolution authorizes RIFA to make the cemetery lot a separate lot. Because it was a cemetery, the county did not need to get a variance, they can make that a separate legal lot because it was tax exempt anyway. To adjust the border to make it smaller and give half of the road to the adjacent owners was essentially what would happen.

Mr. Warren stated he didn't want to vote to approve a cemetery lot unless it includes a solution to the road; it doesn't make sense to do one without the other. Mr. Rowe noted the key was, the cemetery lot was based upon the zoning administrator's determination and was already a nonconforming lot of record. He understood what Mr. Shanks was saying and that was something that the Board probably would want to discuss further in closed session as far as a boundary line adjustment of that nonconforming lot, to make it more conforming.

In response to Mr. Warren, Mr. Guanzon explained the cemetery lot was never a separate lot; what Dewberry had done being retained by RealtyLink, had just drawn a line around that area. What staff did was show that to the county zoning administrator, she said she would approve it and so there wouldn't be any problem. Mr. Rowe stated looking at the commissioner of revenue's tax parcel maps, around that cemetery it shows its own little tax map, it was pretty standard for an old rural cemetery. All Dewberry did was go back and find the old deed and plat showing that as being a lot in the broader plat for Lot 3A and 3B. Staff had the county zoning administrator make a determination on if it was an existing lot or an easement. She said the certified surveyor shows that as being a lot, she would go with that. Mr. Shanks suggested the Board go into closed session and come back to this item. Mr. Guanzon suggested the Board table this, finish Item G, go into closed session and come back and dispense with that.

Mr. Shanks **moved to TABLE Item 5F:** Resolution No. 2020-05-11-5F, approving the proposed property modifications relating to that certain Contract of Sale dated November 21, 2019, between the Authority and RealtyLink Investments, LLC, a South Carolina limited liability company, pursuant to Resolution Nos. 2019-09-09-5E and 2019-11-12-5A, for Lots 3A and 3B in the Authority's Cane Creek Centre project, located in Pittsylvania County, Virginia and the City of Danville, Virginia to facilitate purchaser to proceed to closing.

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

VOTE: 4-0
AYE: Warren, Searce, Shanks, Saunders (4)
NAY: None (0)

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5G. FINANCIAL STATUS REPORTS AS OF APRIL 30, 2020

Mr. Adkins gave the Financial Status report as of April 30, 2020, beginning with the Cane Creek Bonds which showed one expenditure for the month of April, \$4,522 to Christian and Barton for legal services. General Expenditures for the current fiscal year show RIFA expended \$51,973 to Christian & Barton for legal counsel, \$311 for meals and \$31 for monthly utilities. Funding Other than Bonds for the Mega Site showed no expenditures for April. Lot 4 Site Development shows RIFA expended \$655,520 which was a progress billing from Haymes Brothers for the Phase 1 Pad Expansion work. Lot 8 Site Development showed no expenditures for April. Water and Sewer showed RIFA expended \$34,710 to Dewberry under Grant 2641 which was administered by the County. Rent, Interest and Other Income showed the account earned \$451 in interest income, \$27,280 was received from the City for their share of the Harlow incentives and received \$25,376 from the City which was the City's share of the Harlow's rent. RIFA expended \$25,412 to the Institute for the Hawkins' Building maintenance and \$4,229 to the Institute as an incentive for the Gefertec's rent. Page 104 was a recap of the expenditures for April.

Mr. Shanks questioned on page 102, there was a payment made to Norfolk Southern Railway, \$22,300.00. Mr. Adkins noted that was a prior expenditure, will pull that detail and get it back to the Board.

Mr. Shanks **moved** to accept the Financial Report as presented. The Motion was **seconded** by Mr. Searce and carried by the following vote:

VOTE: 4-0
AYE: Warren, Searce, Shanks, Saunders (4)
NAY: None (0)

6. CLOSED SESSION

[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.]

At 12:53 p.m. Mr. Shanks **moved** that the Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority be recessed in a Closed Meeting for the following purposes:

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

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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.

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

VOTE: 4-0
AYE: Warren, Searce, Shanks, Saunders (4)
NAY: None (0)

D. On **Motion** by Mr. Searce and **second** by Mr. Shanks and by unanimous vote at 2:29 p.m., the Authority returned to open meeting.

(Reinstatement/Unmuting of Conference Line [see Agenda Item 5G above].)

E. Mr. Searce **moved** for adoption of the following Resolution:

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

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

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

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

VOTE: 4-0
AYE: Warren, Searce, Shanks, Vogler (4)
NAY: None (0)

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

May 11, 2020

5F. CONSIDERATION OF RESOLUTION 2020-05-11-5F APPROVING THE PROPOSED PROPERTY MODIFICATIONS WITH REALITY LINK FOR LOTS 3A AND 3B AT CANE CREEK

Mr. Shanks **moved** that Item 5F, Resolution 2020-05-11-5F be **removed** from the TABLE.

Mr. Shanks **moved** for adoption of *Resolution No. 2020-05-11-5F, approving the proposed property modifications relating to that certain Contract of Sale dated November 21, 2019, between the Authority and RealtyLink Investments, LLC, a South Carolina limited liability company, pursuant to Resolution Nos. 2019-09-09-5E and 2019-11-12-5A, for Lots 3A and 3B in the Authority's Cane Creek Centre project, located in Pittsylvania County, Virginia and the City of Danville, Virginia to facilitate purchaser to proceed to closing.*

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

VOTE: 4-0
AYE: Warren, Searce, Shanks, Vogler (4)
NAY: None (0)

7. COMMUNICATIONS

Mr. Vogler thanked everyone for putting in the work. Friday was a different RIFA but the collective bodies did a great job and looks forward to their continued partnership.

Mr. Shanks thanked staff for all they do for these meetings.

Mr. Warren noted his agreement with Mr. Vogler, it was a wonderful event Friday for the entities in the northern end of the County and special thanks to the City for participating in the SR RIFA. Thanks also to the Economic Development team for a job well done.

Ms. Bobe noted Michael Adkins sent in an email clarifying the Norfolk Southern payment which was expended in January 2018 was to cover insurance and a one time license fee. It was approved at the December 2018 RIFA meeting.

Meeting adjourned at 2:34 p.m.

APPROVED:

Chairman

Secretary to the Authority

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5A
Meeting Date:	06/08/2020
Subject:	Resolution 2020-06-08-5A
From:	Matthew D. Rowe, Director of Economic Development, Pittsylvania County Michael C. Guanzon, Legal Counsel to the Authority

SUMMARY

Attached for the Board's approval is Resolution 2020-06-08-5A, ratifying the Second Amendment to Contract of Sale between the Authority and RealtyLink Investments.

ATTACHMENTS

Resolution
Exhibit A

Resolution No. 2020-06-08-5A

A RESOLUTION RATIFYING THAT CERTAIN SECOND AMENDMENT TO CONTRACT OF SALE DATED MAY 21, 2020, BETWEEN THE AUTHORITY AND REALTYLINK INVESTMENTS, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, PURSUANT TO RESOLUTION NOS. 2019-09-09-5E, 2019-11-12-5A, 2019-12-09-5B, AND 2020-05-11-5F, FOR LOTS 3A AND 3B IN THE AUTHORITY'S CANE CREEK CENTRE INDUSTRIAL PARK PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, TO EXTEND CONTRACTUAL DEADLINES TO FACILITATE PURCHASER TO PROCEED TO CLOSING

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

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

WHEREAS, pursuant to Resolution 2019-09-09-5E and 2019-11-12-5A, the Authority authorized the negotiation, execution and delivery of a contract of sale with RealtyLink Investments, LLC, a South Carolina limited liability company (“**RealtyLink**”) for Lots 3A and 3B in the Authority’s Cane Creek Centre project (“**Cane Creek**”), located in the County and the City; and

WHEREAS, that certain Contract of Sale, dated November 21, 2019 (the “**Contract of Sale**”), between the Authority and RealtyLink was ratified pursuant to Resolution No. 2019-12-09-5B; and

WHEREAS, the Contract of Sale was amended by that certain Amendment to Contract of Sale, dated March 19, 2020 (the “**Amendment**”), pursuant to Resolution No. 2019-09-09-5E, to extend the Inspection Period (as defined in the Contract of Sale) and other related periods and specified dates due to the requirement of an executed local performance agreement with the Ultimate Operator (as defined in the Contract of Sale); and

WHEREAS, the Contract of Sale was further amended by that certain Second Amendment to Contract of Sale, dated May 21, 2020 (the “**Second Amendment**”), attached hereto and incorporated herein by this reference as **Exhibit A**, pursuant to Resolutions No. 2019-09-09-5E and 2020-05-11-5F, to facilitate RealtyLink to proceed to closing; and

WHEREAS, the Authority determined that the terms of the Second Amendment with RealtyLink are reasonable; and

Resolution No. 2020-06-08-5A

WHEREAS, the Authority's Board of Directors has determined that it is in the best interests of the Authority and the citizens of the City and the County for the Authority to ratify the Second Amendment.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby finds that the Second Amendment with RealtyLink is reasonable, appropriate and within the authority of Resolutions 2019-09-09-5E and 2020-05-11-5F.
2. 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 Second Amendment and the matters contemplated in this Resolution.
3. 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 June 8, 2020, 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 8th day of June 2020.

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

(SEAL)

Exhibit A

(Second Amendment)

THIS SECOND AMENDMENT TO CONTRACT OF SALE (this "**Second Amendment**") is made as of the 21st day of May, 2020, by and between **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**Seller**"), and **REALTYLINK INVESTMENTS, LLC**, a South Carolina limited liability company, or its permitted assignee ("**Purchaser**").

WITNESSETH:

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

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

a. Seller and Purchaser entered into that certain Contract of Sale dated November 21, 2019, as amended by that certain Amendment to Contract of Sale dated March 19, 2020 (collectively, the "**Contract**"), for the purchase and sale of the Property (as defined therein), commonly known as Lot 3A and Lot 3B in Seller's Cane Creek Centre Industrial Park, located in Pittsylvania County, Virginia.

b. Section 3.2 of the Contract provides, in part, that "in the event Seller has not entered into a LPA [*as defined in the Contract*] with the Ultimate Operator [*as defined in the Contract*], this Contract shall automatically terminate at the end of the Inspection Period [*as defined in the Contract, or March 20, 2020*] without any requirement of written notice from Purchaser to Seller...[.]" and Seller entered into such LPA, dated April 23, 2020, with the Ultimate Operator (as defined in the Contract).

c. The parties wish to extend the Inspection Period (as defined in the Contract) and other related periods and specified dates in the Contract under the terms and conditions below.

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

Section 3. - Extension of the Inspection Period and the date of the Closing. The Contract is hereby amended to extend the Inspection Period to July 31, 2020. The Contract is hereby amended to provide that the Closing shall take place on or before September 30, 2020.

Section 4. - Effect on the Contract. Except as amended in this Second Amendment, all other terms, provisions, and conditions of the Contract shall remain in full force and effect, and the parties ratify and confirm that the Contract, as further amended by this Second Amendment, is and remains in full force and effect.

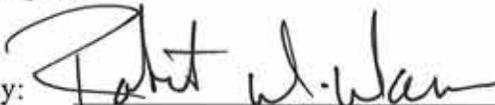
[SIGNATURES ARE ON FOLLOWING PAGES.]

WITNESS the following signatures and seals to this **SECOND AMENDMENT TO CONTRACT OF SALE** as of the date first above written:

Seller:

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

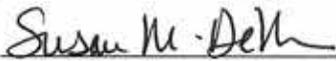
(Seal)

By: 
Robert W. Warren
Chairman

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

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this 21st day of May, 2020, by **ROBERT W. WARREN**, in his capacity as Chairman of **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia.

My commission expires 12/31/2022.


Notary Public
Registration No. 357183



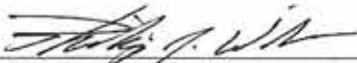
WITNESS the following signatures and seals to this **SECOND AMENDMENT TO CONTRACT OF SALE** as of the date first above written:

Purchaser:

REALTYLINK INVESTMENTS, LLC, a South Carolina limited liability company

(Seal)

By:


Philip J. Wilson
Member

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this 20th day of May, 2020, by **PHILIP J. WILSON**, in his capacity as Member of **REALTYLINK INVESTMENTS, LLC**, a South Carolina limited liability company.

My commission expires 8/11/2026


Notary Public



Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 5B
Meeting Date: 06/08/2020
Subject: Resolution 2020-06-08-5B
From: Matthew D. Rowe, Director of Economic Development,

SUMMARY

Attached for the Board's approval is Resolution 2020-06-08-5B, ratifying one-time surveying and subdivision plat services performed by Dewberry for Lot 3 at Cane Creek.

ATTACHMENTS

Resolution

A RESOLUTION RATIFYING ONE-TIME SURVEYING AND SUBDIVISION PLAT SERVICES PERFORMED BY DEWBERRY ENGINEERS INC., A NEW YORK CORPORATION, FOR LOT 3 OF THE AUTHORITY'S CANE CREEK CENTRE INDUSTRIAL PARK PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, FOR A FEE OF \$2,500

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 Cane Creek Centre Industrial Park project (“**Cane Creek**”) located in Pittsylvania County and the City of Danville, Virginia, the Authority required surveying and subdivision platting services (the “**Services**”) for the Cane Creek Lot 3 for the continued development and marketing of Cane Creek for particular business prospects; and

WHEREAS, the Authority’s Bylaws Article IV, Section 2, provides

Without limiting the provisions of the [Agreement For Cost Sharing and Revenue Sharing between the City of Danville, Virginia, and Pittsylvania County, Virginia, dated October 2, 2001], each Member Locality, through its city manager, county administrator or respective designee, is authorized to incur, on behalf of the Authority, up to an aggregate amount of Ten Thousand Dollars (\$10,000.00) in reasonable expenses, related to, or arising out of, (i) developing or testing the Authority’s projects for a particular business prospect or (ii) marketing to a particular business prospect. Prior to incurring any such expense under this paragraph, the Member Locality shall consult with the other Member Locality on such business prospect. Such expenses shall be reported to the Board at its next regular meeting for consideration and ratification;

and

WHEREAS, Kenneth F. Larking, the City of Danville, Virginia City Manager, and David M. Smitherman, the Pittsylvania County, Virginia County Administrator, have consulted with each other and engaged Dewberry Engineers Inc., a New York corporation, to provide the Services on Cane Creek Lot 3 in order for the continued development and marketing of Cane Creek for particular business prospects; and

WHEREAS, the fiscal agent of the Authority has determined that funding up to \$10,000.00 for the Services was within “General Contingency Fund”, a funding sheet under the budget previously approved by the Authority for these projects for this purpose; and

Resolution No. 2020-06-08-5B

WHEREAS, the Board of Directors of the Authority has determined that a \$2,500 fee for the Services is reasonable and in accordance with the Authority Bylaws.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby finds that the \$2,500 fee for the Services on Cane Creek Lot 3 is reasonable.
2. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the purchase of the Services and the matters contemplated in this Resolution.
3. 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 June 8, 2020, 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 8th day of June 2020.

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

(SEAL)

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5C
Meeting Date:	06/08/2020
Subject:	Resolution 2020-06-08-5C
From:	Matthew D. Rowe, Director of Economic Development,

SUMMARY

Attached for the Board's approval is Resolution 2020-06-08-5C, authorizing a Deed of Dedication for a portion of Lot 7 in Cane Creek.

ATTACHMENTS

Resolution
Exhibit A

Resolution No. 2020-06-08-5C

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A DEED OF DEDICATION FOR PUBLIC STREET PURPOSES, CONSISTING OF A PORTION OF LOT 7C IN THE AUTHORITY’S CANE CREEK CENTRE INDUSTRIAL PARK PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, AND MORGAN OLSON WAY (FORMERLY KNOWN AS IKEA DRIVE)

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 is to exercise its powers for the benefit of the inhabitants of the County of Pittsylvania, Virginia (the “**County**”), and the City of Danville, Virginia (the “**City**”), for the increase of commerce, and for the promotion of their safety, health, welfare, convenience and prosperity; and

WHEREAS, certain tracts or parcels of land, consisting of approximately 2.322 acres, in the Authority’s Cane Creek Centre Industrial Park project (“**Cane Creek**”), located in the County and the City, more commonly known as Lot 7C (GPIN 2347-15-7319) (“**Lot 7C Road**”) and Morgan Olson Way, formerly known as IKEA Drive (“**Morgan Olson Way**”) (Lot 7C Road and Morgan Olson Way, collectively, the “**Dedicated Road**”), were formally dedicated to public street purposes and subsequently vacated; and

WHEREAS, the Authority, in further development of Cane Creek, desires to rededicate the Dedicated Road for public street purposes; and

WHEREAS, the Dedicated Road consists of real property subject to that certain Access Easement Agreement, dated March 25, 2020, among the Authority, Morgan Olson, LLC (“**Morgan Olson**”), a Delaware limited liability company, and Poindexter Properties, LLC, a Delaware limited liability company (“**Poindexter**”), and recorded in the Clerk’s Office of the Circuit Court of Pittsylvania County, Virginia, on March 26, 2020, as Instrument Number 20-01408 at Page 77; and

WHEREAS, the Authority desires to negotiate, execute and deliver a Deed of Dedication (“**Deed of Dedication**”) to the County under which the Authority would dedicate the Dedicated Road for public street purposes, as more particularly shown preliminary plat attached hereto and incorporated herein by this reference as **Exhibit A**; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of the County and the City, and the development of the Cane Creek for the Authority to negotiate, execute and to deliver a Deed of Dedication to the County.

Resolution No. 2020-06-08-5C

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby authorizes and approves the negotiation, execution and delivery of a Deed of Dedication to the County, as described in this Resolution, together with such amendments, deletions or additions thereto as may be approved by the Chairman or the Vice Chairman of the Authority, and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver a Deed of Dedication, and all other related documents to consummate the transaction, on behalf of the Authority, such execution of a Deed of Dedication, and related documents by the Chairman (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 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 a Deed of Dedication, 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 a Deed of Dedication 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 June 8, 2020, 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 8th day of June 2020.

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

(SEAL)

Resolution No. 2020-06-08-5C

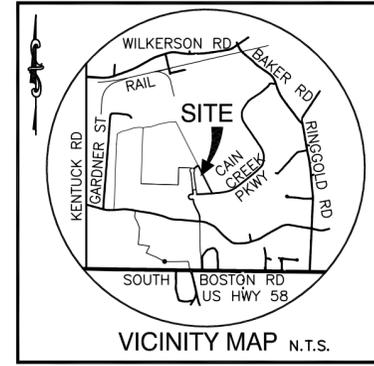
Exhibit A

(Preliminary Plat for Deed of Dedication)

APPROVED BY:
VIRGINIA DEPARTMENT OF HIGHWAYS AND TRANSPORTATION

SUBDIVISION AUTHORITY

GPIN: 2347-06-3528 (CO.)
N/F
DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY
INSTR.#19-2695 (CO.)
MAP BOOK 44, PAGE 143AG(CO.)



AREA SUMMARY:
NEW LOT 7C1 = 9.670 ACRES
R/W DEDICATION = 2.322 ACRES
TOTAL = 11.992 ACRES

LEGEND:
⊕ IRF-IRON ROD FOUND
● IRS-IRON ROD SET (5/8"REBAR)
PIN: TAX PARCEL ID No.

- NOTES:**
1. THIS BOUNDARY SURVEY IS BASED ON A CURRENT FIELD SURVEY.
 2. HORIZONTAL CONTROL: VIRGINIA STATE PLANE COORDINATES (SOUTH ZONE, NAD83, 1990, US SURVEY FT).

NORTH ARROW IS GRID NORTH. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
 3. BOLD DASHED LINES NOT SURVEYED THIS DATE. BEARINGS, DISTANCES AND MONUMENTATION SHOWN ALONG BOLD DASHED LINES ARE SHOWN PER MAP BOOK 44, PAGE 143AG(CO.)

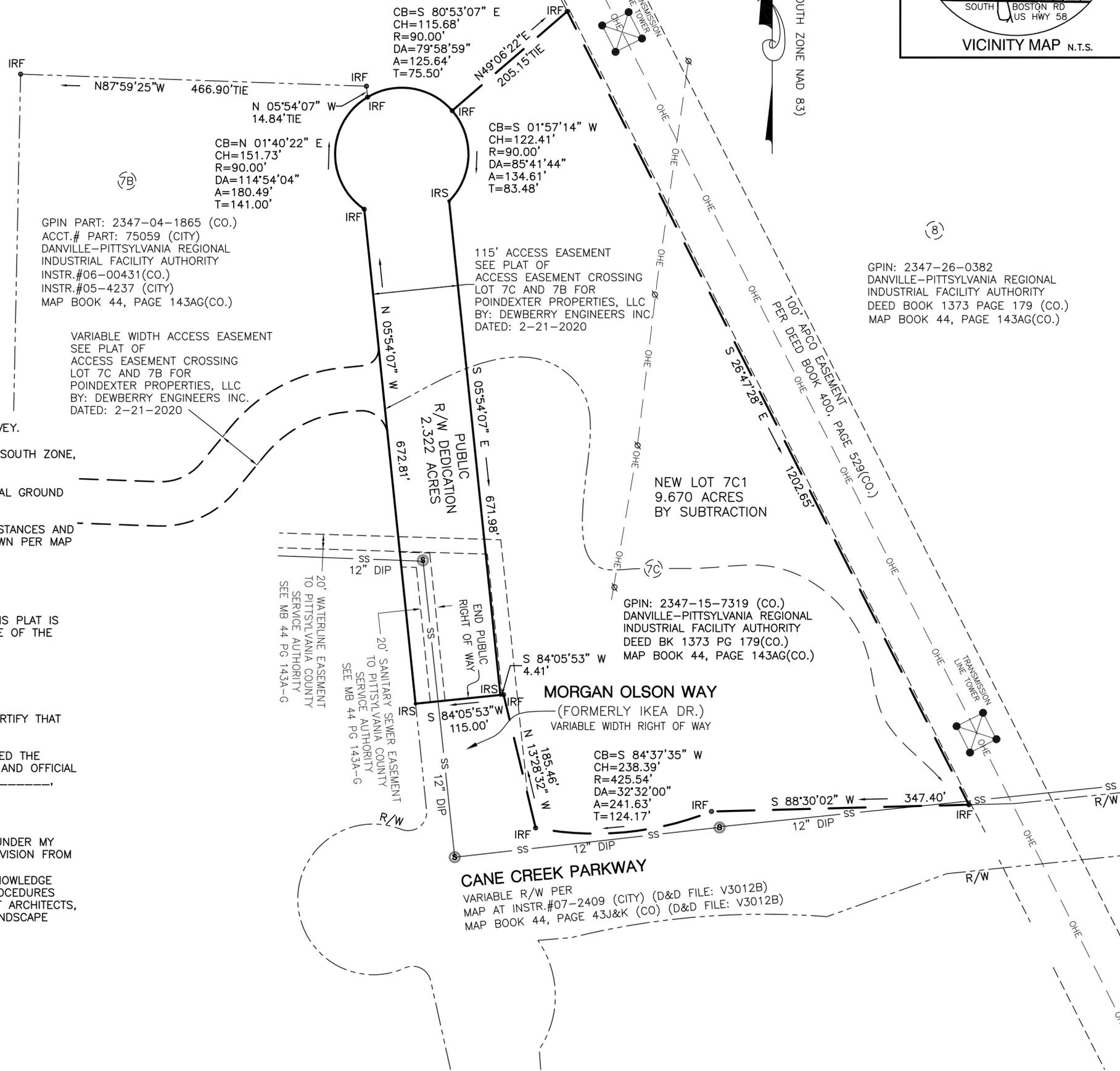
THE ABOVE AND FOREGOING SUBDIVISION AS IT APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

VIRGINIA, _____
I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT

PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

I, ROBERT H. BENGTON CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DESCRIPTION AS FOUND IN (SEE REFERENCES).
I FURTHER CERTIFY THAT SAID SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND CERTIFIED LANDSCAPE ARCHITECTS.



PLAT OF SUBDIVISION SHOWING NEW LOT 7C1 AND MORGAN OLSON WAY RIGHT-OF-WAY DEDICATION FOR DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

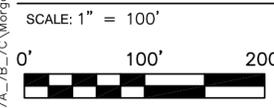
DAN RIVER MAGISTERIAL DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA

SEAL

No.	DATE	BY	Description

REVISIONS

DRAWN BY PGL
APPROVED BY RHB
CHECKED BY PGL
PARTY CHIEF _____
DATE 5-22-2020



PROJECT NO. 50129088

SHEET NO. 1 of 1
FILE NO. V3293B

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5D
Meeting Date:	June 8, 2020
Subject:	Financial Status Reports – May 31, 2020
From:	Michael L. Adkins, Authority Treasurer

SUMMARY

A review of the financial status reports through May 31, 2020 will be provided at the meeting. The financial status reports as of May 31, 2020 are attached for the DPRIFA Board's review.

RECOMMENDATION

Staff recommends approving the financial status reports as of May 31, 2020 as presented.

ATTACHMENTS

Financial Status Reports

Danville - Pittsylvania Regional Industrial Facility
Authority

Financial Status

Table of Contents

- A. \$7.3 Million Bonds - Cane Creek Centre
- B. General Expenditures for FY2020
- C. SVMS at Berry Hill – Funding Other than Bond Funds
- D. SVMS at Berry Hill – Lot 4 Site Development
- E. SVMS at Berry Hill – Lot 8 Site Development
- F. SVMS at Berry Hill – Water & Sewer
- G. Rent, Interest, and Other Income Realized
- H. Monthly Checks
- I. Unaudited Financial Statements

Danville-Pittsylvania Regional Industrial Facility Authority

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

As of May 31, 2020

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
Funds from bond issuance	\$7,300,000.00				
Issuance cost	(155,401.33)				
Refunding cost ⁷	(52,500.00)				
Bank fees	(98.25)				
Interest earned to date	486,581.70				
Cane Creek Parkway ³		\$3,804,576.00	\$3,724,241.16	\$ -	
Swedwood Drive ²		69,414.00	69,414.00	-	
Cane Creek Centre entrance ³		72,335.00	53,878.70	-	
Financial Advisory Services		9,900.00	9,900.00	-	
Dewberry contracts ¹		69,582.50	69,582.50	-	
Dewberry contracts not paid by 1.7 grant ^{4,5}		79,381.00	48,126.62	31,254.38	
Land		-	2,792,945.57	-	
Demolition services		71,261.62	71,261.62	-	
Legal fees		-	242,623.83	-	
CCC - Lots 3 & 9 project - RIFA Local Share ⁶		142,190.00	112,464.98	-	
Other expenditures		-	347,194.30	-	
Total	\$ 7,578,582.12	\$ 4,318,640.12	\$ 7,541,633.28	\$ 31,254.38	<u>\$ 5,694.46</u>

Notes:

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

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

³ Project completed under budget

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

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 2020

As of May 31, 2020

	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
City Contribution	\$ 25,000.00				
County Contribution	25,000.00				
Carryforward from FY2019	4,434.23				
Transfer from Unrestricted Fund Balance	200,000.00				
Contingency					
Miscellaneous contingency items		\$ 24,154.23	\$ 22,601.47	\$ -	\$ 1,552.76
Total Contingency Budget		<u>24,154.23</u>	<u>22,601.47</u>	<u>-</u>	<u>1,552.76</u>
Legal		200,000.00	211,884.18	-	(11,884.18)
Accounting		22,175.00	21,750.00	-	425.00
Annual Bank Fees		605.00		-	605.00
Postage & Shipping		100.00		-	100.00
Meals		4,000.00	3,286.05	-	713.95
Utilities		400.00	307.00	-	93.00
Insurance		3,000.00	2,337.00	-	663.00
Total		<u>\$ 254,434.23</u>	<u>\$ 254,434.23</u>	<u>\$ -</u>	<u>\$ (7,731.47)</u>

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Funding Other than Bond Funds
As of May 31, 2020

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 - Phase II Land and Engineering	3,700,000.00				
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	-	
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)		784,500.00	160,500.00	624,000.00	
Dewberry Engineers		78,950.00	66,525.00	12,425.00	
Appalachian Power Company		1,655,000.00	380,000.00	1,275,000.00	
Banister Bend Farm, LLC		-	199,064.00	-	
Transfer available funds to "Berry Hill Mega Park - Lot 4 Site Development" Project ⁸		-	11,203.15	-	
Total	\$ 17,931,524.83	\$ 17,539,844.58	\$ 15,824,512.87	\$ 1,914,395.71	\$ 192,616.25

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

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

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

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

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

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

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

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

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Lot 4 Site Development
As of May 31, 2020

Funding	Funding	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
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				
Expenditures					
Dewberry Engineers Inc.		1,707,562.81	1,631,512.81	53,524.70	
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		4,250,475.11	4,243,151.21	7,323.90	
Haymes Brothers, Inc. - Phase 1 Pad A Extension/Expansion		1,672,293.00	941,521.08	730,771.92	
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	\$ 7,900,356.15	\$ 7,900,026.56	\$ 7,085,880.74	\$ 791,620.52	<u>\$ 22,854.89</u>

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

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

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

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Lot 8 Site Development

As of May 31, 2020

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
TIC #3358 Site Improvements for Project Lignum					
Tobacco Commission Grant	\$ 2,624,800.00				
Expenditures					
Dewberry Engineers Inc.		89,300.00	82,800.00	6,500.00	
Total	\$ 2,624,800.00	\$ 89,300.00	\$ 82,800.00	\$ 6,500.00	\$ <u>2,535,500.00</u>

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Water & Sewer

As of May 31, 2020

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
TIC #2641 Phase I Sanitary Sewer					
Tobacco Commission Grant 2641	\$ 4,840,977.86				
Local Match for Contractual Services	274,926.43				
Local Match for Property & Imp.	262,960.00				
TIC #3011 Water System Improvements Phase II					
Tobacco Commission Grant 3011	2,241,567.00				
Local Match for Property & Imp.	224,160.00				
City of Danville Utilities	1,404,323.76				
Expenditures					
Dewberry Engineers Inc.		474,919.99	428,634.99	46,285.00	
Haymes Brothers, Inc. - Phase I Sanitary Sewer		5,092,668.30	5,092,668.30	-	
Haymes Brothers, Inc. - Phase I Sanitary Sewer (City)		1,335,128.76	-	1,335,128.76	
C.W. Cauley & Son - Phase 1 Water		1,843,540.00	950,565.25	892,974.75	
Norfolk Southern Railway Company		22,300.00	22,300.00	-	
Pittsylvania County Service Authority		1,475.00	1,475.00	-	
Treasurer of Virginia		7,900.00	7,900.00	-	
AECOM		5,000.00	5,000.00	-	
BH Media Group, Inc.		296.00	296.00	-	
Danville Register & Bee		600.00	600.00	-	
Total	\$ 9,248,915.05	\$ 8,783,828.05	\$ 6,509,439.54	\$ 2,274,388.51	\$ <u>465,087.00</u>

Danville-Pittsylvania Regional Industrial Facility Authority
Rent, Interest, and Other Income Realized for Fiscal Year 2020
As of May 31, 2020

<i>Source of Funds</i>	<u>Funding</u>		<u>Expenditures</u> <u>FY2020</u>	<u>Unexpended /</u> <u>Unencumbered</u>
	<u>Carryforward</u> <u>from FY2019</u>	<u>Receipts</u> <u>Current</u> <u>Month</u>		
<i>Carryforward</i>	\$ 726,050.44			
<i>Current Lessees</i>				
Institute for Advanced Learning and Research (IALR) ¹		\$ 50,825.00	\$ 279,537.50	
Mountain View Farms of Virginia, L.C.			1,200.00	
Osborne Company of North Carolina, Inc.		1,000.00	1,000.00	
Capital Outdoor, Inc.			2,000.00	
<i>Total Rent</i>		<u>\$ 51,825.00</u>	<u>\$ 283,737.50</u>	
<i>Interest Received</i> ²		\$ 278.75	\$ 5,305.00	
<i>Miscellaneous Income</i>		\$ 43,142.64	\$ 966,854.95	
<i>Expenditures</i>				
Hawkins Research Bldg. Property Mgmt. Fee			\$ 254,125.00	
Transfer to General Expenditures budget			\$ 200,000.00	
Disbursements for Gerfertec incentives			\$ 31,720.01	
Disbursements for Harlow Fastech incentives			\$ 367,214.98	
Refunded fees			\$ 10,000.00	
<i>Totals</i>	<u>\$ 726,050.44</u>	<u>\$ 95,246.39</u>	<u>\$ 1,255,897.45</u>	<u>\$ 863,059.99</u>
			Restricted ¹	\$ 339,107.56
			Unrestricted	\$ 280,436.03
			Committed	\$ 499,344.31

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 Ind. Facility Authority
Check Detail
May 2020

Check Number	Date	Vendor Name	Paid Amount
WIRE	05/20/2020	City of Danville, VA	30.70
2328	05/11/2020	Abstracts & Titles, Inc.	254.00
2329	05/11/2020	Angela's Creative Catering	108.00
2330	05/11/2020	IALR	25,412.50
2331	05/11/2020	IALR	2,114.67
2332	05/11/2020	Marshall Construction Co., Inc	10,157.46
2333	05/11/2020	Christian & Barton, LLP	38,493.84

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Net Position^{1,2}
May 31, 2020*

	Unaudited FY 2020
Assets	
<i>Current assets</i>	
Cash - checking	\$ 122,204
Cash - money market	455,797
<i>Total current assets</i>	578,001
<i>Noncurrent assets</i>	
Restricted cash - project fund CCC bonds	43,449
Restricted cash - debt service fund CCC bonds	36,981
Capital assets not being depreciated	23,832,535
Capital assets being depreciated, net	22,505,505
Construction in progress	14,628,421
<i>Total noncurrent assets</i>	61,046,891
Total assets	61,624,892
Liabilities	
<i>Current liabilities</i>	
Unearned income	1,475
Bonds payable - current portion	444,740
<i>Total current liabilities</i>	446,215
<i>Noncurrent liabilities</i>	
Bonds payable - less current portion	1,675,000
<i>Total noncurrent liabilities</i>	1,675,000
Total liabilities	2,121,215
Net Position	
Net investment in capital assets	58,890,170
Restricted - debt reserves	36,981
Unrestricted	576,526
Total net position	\$ 59,503,677

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 May 31, 2020 as of May 27, 2020, 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
*May 31, 2020**

	Unaudited FY 2020
Operating revenues	
Virginia Tobacco Commission Grants	1,111,722
Rental income	283,737
Other Income	777,799
Total operating revenues	2,173,258
Operating expenses⁴	
Mega Park expenses ³	3,481,179
Cane Creek Centre expenses ³	94,429
Cyber Park expenses ³	672,883
Professional fees	121,493
Other operating expenses	41,910
Total operating expenses	4,411,894
Operating income (loss)	(2,238,636)
Non-operating revenues (expenses)	
Interest income	10,990
Interest expense	(50,087)
Total non-operating expenses, net	(39,097)
Net income (loss) before capital contributions	(2,277,733)
Capital contributions	
Contribution - City of Danville	947,416
Contribution - Pittsylvania County	437,903
Total capital contributions	1,385,319
Change in net position	(892,414)
Net position at July 1, 2019	60,396,091
Net position at May 31, 2020	\$ 59,503,677

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
*May 31, 2020**

	Unaudited FY 2020
Operating activities	
Receipts from grant reimbursement requests	\$ 1,111,722
Receipts from leases	281,735
Other receipts	777,382
Payments to suppliers for goods and services	(4,604,379)
Net cash used by operating activities	(2,433,540)
Capital and related financing activities	
Capital contributions	1,385,319
Interest paid on bonds	(69,066)
Principal repayments on bonds	(1,350,000)
Net cash provided by capital and related financing activities	(33,747)
Investing activities	
Interest received	10,990
Net cash provided by investing activities	10,990
Net increase (decrease) in cash and cash equivalents	(2,456,297)
Cash and cash equivalents - beginning of year (including restricted cash)	3,114,728
Cash and cash equivalents - through May 31, 2020 (including restricted cash)	\$ 658,431
Reconciliation of operating loss before capital contributions to net cash used by operating activities:	
Operating income (loss)	\$ (2,238,636)
Changes in assets and liabilities:	
Change in prepaids	254
Change in accounts payable	(192,741)
Change in unearned income	(2,417)
Net cash used by operating activities	\$ (2,433,540)

Components of cash and cash equivalents at May 31, 2020:

American National - Checking	\$ 122,204
American National - General money market	455,797
Wells Fargo - \$7.3M Bonds CCC Debt service fund	36,981
Wells Fargo - \$7.3M Bonds CCC Project fund	43,449
	\$ 658,431

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5E
Meeting Date:	06/08/2020
Subject:	Resolution 2020-06-08-5E
From:	Michael L. Adkins, CPA, Treasurer to the Authority, and Henrietta Weaver, CPA, City of Danville

SUMMARY

Consideration of Resolution No. 2020-06-08-5E approving the Fiscal Year 2020 General Expenditure Budget Transfer and FY 2021 General Expenditures Budget.

ATTACHMENTS

No written resolution

Exhibit A (i)

Exhibit A (ii)

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5E - Exhibit A(i)
Meeting Date:	June 8, 2020
Subject:	FY2020 General Expenditures Budget
From:	Michael L. Adkins, Authority Treasurer

SUMMARY

At May 31, 2020, the *General Expenditures for Fiscal Year 2020* budget sheet is over budget for the "Legal" line item. Staff is requesting an increase to the "Legal" budget to cover expenses for the remainder of the fiscal year. Staff proposes transferring up to \$60,000.00 from Unrestricted Funds to cover legal expenses that exceed the estimated budget amount.

RECOMMENDATION

Staff recommends the Board approve transferring up to \$60,000.00 from Unrestricted Funds to cover legal expenses that exceed the estimated budget amount.

ATTACHMENTS

General Expenditures for Fiscal Year 2020 budget sheet as of May 31, 2020.

Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2020

As of May 31, 2020

	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
City Contribution	\$ 25,000.00				
County Contribution	25,000.00				
Carryforward from FY2019	4,434.23				
Transfer from Unrestricted Fund Balance	200,000.00				
Contingency					
Miscellaneous contingency items		\$ 24,154.23	\$ 22,601.47	\$ -	\$ 1,552.76
Total Contingency Budget		24,154.23	22,601.47	-	1,552.76
Legal		200,000.00	211,884.18	-	(11,884.18)
Accounting		22,175.00	21,750.00	-	425.00
Annual Bank Fees		605.00		-	605.00
Postage & Shipping		100.00		-	100.00
Meals		4,000.00	3,286.05	-	713.95
Utilities		400.00	307.00	-	93.00
Insurance		3,000.00	2,337.00	-	663.00
Total	\$ 254,434.23	\$ 254,434.23	\$ 262,165.70	\$ -	\$ (7,731.47)

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5E - Exhibit A (ii)
Meeting Date:	June 8, 2020
Subject:	Proposed Fiscal Year 2021 General Expenditures Budget
From:	Michael Adkins, Authority Treasurer

SUMMARY

The RIFA Board approves a budget for the general expenditures of RIFA each fiscal year.

BACKGROUND

Attached is the proposed General Expenditures budget for fiscal year 2021. The sheet also displays the fiscal year 2020 General Expenditures data as of May 31, 2020 for comparison purposes.

Staff will review the proposed fiscal year 2021 General Expenditures budget at the meeting.

RECOMMENDATION

Staff recommends the RIFA Board approve the proposed fiscal year 2021 General Expenditures budget.

ATTACHMENTS

Proposed General Expenditures Budget for FY 2021 Compared to FY 2020

Danville-Pittsylvania Regional Industrial Facility Authority
Proposed General Expenditures Budget for Fiscal Year 2021 Compared to Fiscal Year 2020

	<u>FY 2020 (as of 5/31/2020)</u>			<u>FY 2021</u>	
	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Proposed Funding</u>	<u>Proposed Budget</u>
Funding					
City Contribution	\$ 25,000.00			\$ 25,000.00	-
County Contribution	25,000.00			25,000.00	-
Carryforward from prior fiscal year ¹	4,434.23			-	-
Transfer from Unrestricted Funds	200,000.00			200,000.00	-
Contingency					
Miscellaneous contingency items		\$ 24,154.23	\$ 22,601.47		\$ 20,100.00
Total Contingency Budget		<u>\$ 24,154.23</u>	<u>\$ 22,601.47</u>		<u>\$ 20,100.00</u>
Legal		200,000.00	211,884.18		200,000.00
Accounting		22,175.00	21,750.00		22,400.00
Annual Bank Fees		605.00			-
Postage & Shipping		100.00			100.00
Meals		4,000.00	3,286.05		4,000.00
Utilities		400.00	307.00		400.00
Insurance		3,000.00	2,337.00		3,000.00
Total	<u>\$ 254,434.23</u>	<u>\$ 254,434.23</u>	<u>\$ 262,165.70</u>	<u>\$ 250,000.00</u>	<u>\$ 250,000.00</u>

¹ If there is a carryforward from the prior fiscal year, the funds will be budgeted toward contingency.

See definitions provided for each budget line item on the following page.

Danville-Pittsylvania Regional Industrial Facility Authority
Proposed General Expenditures Budget for Fiscal Year 2021 Compared to Fiscal Year 2020
Budget Definitions

Funding = Represents sources of incoming funds to support general expenditures of RIFA.

Contingency = Represents a provision for expenditures that cannot be predicted with certainty during the budget process. It includes, but is not limited to, project-specific expenditures necessary as a project develops for which there is no other funding source to cover the expenditure.

Legal = Represents expenditures for general legal services provided to RIFA.

Accounting = Represents expenditures for the required annual audit of the RIFA financial statements.

Annual Bank Fees = Represents the annual fees paid to U.S. Bank related to the Berry Hill bonds.

Postage & Shipping = Represents expenditures for mailing documents for RIFA business.

Meals = Represents expenditures for meals provided while conducting RIFA business.

Utilities = Represents expenditures for electric service at RIFA properties.

Insurance = Represents the annual premium paid for RIFA's insurance coverage, currently with VML Insurance Programs.

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5F
Meeting Date:	06/08/2020
Subject:	Resolution 2020-06-08-5F Corrie Teague-Bobe
From:	Interim Director of Economic Development, City of Danville

SUMMARY

Consideration of Resolution No. 2020-06-08-5F approving the form of the Annual Report to the Board of Supervisors and Danville City Council.

ATTACHMENTS

No written resolution

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 5G
Meeting Date: 06/08/2020
Subject: Report of Pipeline Right of Way and Easement Agreement
Matthew Rowe, Director of Economic Development,
Pittsylvania County, and
From: David M. Smitherman, County Administrator

SUMMARY

Report on Pipeline and Easement Agreement with Mountain Valley Pipeline (discussion to be held in closed session as permitted in Agenda Item 6C).

ATTACHMENTS

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5H
Meeting Date:	06/08/2020
Subject:	Report of Selection of Legal Counsel to the Authority
From:	Earl B. Reynolds, Deputy City Manager, City of Danville

SUMMARY

Report on selection of legal counsel to the Authority. (Discussion to be held in closed session).

ATTACHMENTS

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 6ABCDEFGH
Meeting Date:	06/08/2020
Subject:	Closed Session
From:	Chairman

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);

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;

D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with Mr. Guanzon regarding specific legal matters requiring the provision of legal advice by Mr. Guanzon; 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.

F. Reinstatement/Unmuting of Conference Line [see Agenda Item 5G above].

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

H. Motion to Certify Closed Meeting.

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 7A
Meeting Date: 06/08/2020
Subject: Resolution 2020-06-08-7A ROW and Easement Agreement
Matthew Rowe, Director of Economic Development,
Pittsylvania County, and
From: David M. Smitherman, County Administrator

SUMMARY

Consideration of Resolution 2020-06-08-7A authorizing negotiation, execution and delivery of a Right of Way and Easement Agreement between RIFA and Mountain Valley Pipeline.

ATTACHMENTS

Resolution

Resolution No. 2020-06-08-7A

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A RIGHT OF WAY AND EASEMENT AGREEMENT BETWEEN THE AUTHORITY AND MOUNTAIN VALLEY PIPELINE LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR A PIPELINE RIGHT OF WAY AND EASEMENT IN THE AUTHORITY’S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, AND THE COMPENSATION PAID TO THE AUTHORITY SHALL BE NO LESS THAN \$ _____

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 County of Pittsylvania, Virginia (the “**County**”), and the City of Danville, Virginia (the “**City**”), 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, as permitted by Sections 2.2-3711(A)(3) of the Code of Virginia, 1950, as amended, the Authority, at the regular meeting, discussed 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

WHEREAS, the Authority desires to negotiate, execute and deliver that certain Right of Way and Easement Agreement (the “**ROW Agreement**”), substantially in the form attached hereto and incorporated herein by this reference as **Exhibit A**, with Mountain Valley Pipeline LLC, a Delaware limited liability company (“**MVP**”), under which the Authority would grant a pipeline right of way and easement to MVP, in the Authority’s Southern Virginia Megasite at Berry Hill project (“**SVM**”), where compensation paid to the Authority shall be no less than _____ Dollars (\$ _____); and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of the County and the City, and the development of SVM for the Authority to negotiate, execute and to deliver the ROW Agreement, in substantially the same form as **Exhibit A**, with MVP.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby authorizes and approves the negotiation, execution and delivery of the ROW Agreement, in substantially the same form as **Exhibit A**, with MVP, as described in this Resolution, together with such amendments, deletions or additions thereto as may be approved by the Chairman or the Vice Chairman of the

Resolution No. 2020-06-08-7A

Authority, and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the ROW Agreement, in substantially the same form as **Exhibit A**, with the compensation paid to the Authority shall be not less than _____ Dollars (\$ _____.) and all other related documents to consummate the transaction, on behalf of the Authority, such execution of the ROW Agreement, and related documents by the Chairman (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 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 ROW Agreement, 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 ROW Agreement 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 June 8, 2020, 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 8th day of June 2020.

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

(SEAL)

Exhibit A

(ROW Agreement)

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:
MOUNTAIN VALLEY PIPELINE, LLC
P.O. Box 14429
Greensboro, NC 27415**

Parcel	GPIN	Tax Assessment	Consideration
Parcels 1,2,3,4	1367-41-6185		
Parcels 5	1356-75-0037		

PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT

THIS PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT (“Agreement”), dated _____, 20__ (the “**Effective Date**”), is made and entered into by and between **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia of 427 Patten Street, P.O. Box 3300, Danville, VA 24543-3300 (“**Grantor**”), and **MOUNTAIN VALLEY PIPELINE LLC**, a Delaware limited liability company, with an office located at 2200 Energy Drive, Suite 200, Canonsburg, PA 15317 (“**Grantee**”).

FOR AND IN CONSIDERATION of the sum of _____ dollars (\$ _____) and other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, Grantor grants and conveys, with covenant of General Warranty, to Grantee an exclusive, except as otherwise provided below, perpetual right of way and easement (the “**Pipeline Right of Way**”) in the location depicted on “**Exhibit A**” attached hereto, to lay, construct, maintain, operate, renew, alter, improve, protect, repair, replace, change the size, remove and abandon pipeline(s) (“**Pipeline(s)**”) for the transportation of natural gas, their byproducts, water, and other liquids and gases, together with all necessary or convenient rights, equipment and appurtenances thereto, including, but not limited to, above and below ground water and utility lines and related facilities, pipeline markers, devices for cathodic protection, slip mitigation controls, environmental and erosion controls, with reasonably convenient ingress and egress thereto, as may be designated from time to time by Grantor. Said perpetual Pipeline Right of Way is over, upon, and across the lands of the Grantor being in Pittsylvania County, Virginia, which lands or part thereof were conveyed to Grantor from 329 Partners, LLC, formerly known as The Kluttz Family, LLC by General Warranty Deed dated October 17, 2008, of record in Pittsylvania County, Virginia in Instrument 08-07039, and from Jane T. Hairston and Walter L. Eure, her husband by General Warranty Deed dated March 13, 2009, of record in Pittsylvania County, Virginia in Instrument 09-01419 and from Diana Johnson Roman, one and the same person as Diana Elizabeth Roman, and Karen Louise Shoffner by Special Warranty Deed dated August 3, 2009, of record in Pittsylvania County, Virginia in Instrument 09-04564, containing 2123.31 acres, more or less, being more specifically identified as Parcel Number 1367-41-6185 and from 329 Partners, LLC, formerly known as The Kluttz Family, LLC by General Warranty Deed dated October 17, 2008, of record in Pittsylvania County, Virginia in Instrument 08-07039 containing 586.91 acres, more or less, being more specifically identified as Parcel Number 1356-75-0037 (“**Property**”). Being further described as follows:

Parcels 1,2,3,4:

A tract of land containing 2123.31 acres, more or less, and being more particularly described as a portion of land conveyed in three separate Deeds. **FIRST** - General Warranty of Title Deed dated October 17, 2008 executed by 329 Partners, LLC, formerly known as The Kluttz Family, LLC to Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia and recorded in Land Record 08-07039; **SECOND** - General Warranty and English Covenants of Title Deed dated March 13, 2009 executed by Jane T. Hairston and Walter L. Eure, her husband to Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia and recorded in Land Record 09-01419; and **THIRD** - Special Warranty Deed dated August 3, 2009 executed by Diana Johnson Roman, on and the same person as Diana Elizabeth Roman, and Karen Louise Shoffner to Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia in Land Record 09-04564; **BEING** further described in the Plat of Survey dated September

18, 2017 and recorded in Map Book 44, Page 232M, all of record in the Circuit Clerk Records Of Pittsylvania County, Virginia.

Parcel 5:

A tract of land, containing 586.61 acres, more or less, being located in Pittsylvania County, Virginia, and being shown as Tract 10 on that certain Plat Of Survey recorded September 18, 2017 in Map Book 44, Page 232L and shown in the Pittsylvania County, Virginia tax records as tax parcel 1356-75-0037; also being a part of that 2393.270 acre tract, more or less, described in that certain General Warranty Deed recorded October 22, 2008 as Instrument Number 08-07039 from 329 Partners LLC, formerly known as The Kluttz Family, LLC Grantor to the Danville-Pittsylvania Regional Industrial Facility Authority, all in the records of the Circuit Court Clerk of Pittsylvania County, Virginia.

This conveyance is made subject to all easements, conditions, restrictions and agreements of record affecting the real estate hereby conveyed or any part thereof.

1. It is understood and agreed by Grantor and Grantee that the Pipeline Right of Way shall be fifty (50) feet in width in the location(s) as depicted on Exhibit A.

2. It is further agreed that Grantee is granted and conveyed the following temporary rights of way and easements (which shall expire upon final completion of the construction and reclamation of the Pipeline(s) and affected areas): (i) a right of way and easement of fifty (50) feet that parallels the perpetual right of way and easement; and (ii) a workspace(s) right of way and easement in the location depicted on Exhibit A. It is understood between the Grantor and Grantee that Grantee shall obtain the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed, for any discrepancy between the length of the pipeline(s) or acreage of temporary workspace(s) for the Pipeline(s) constructed hereunder, if any, and Grantor will be compensated for at the same rate per acre as the aforementioned fifty foot (50') temporary right of way. Grantor agrees to execute any further permits, surveys, amendments or instruments reasonably necessary to confirm such adjustments to the location of the Pipeline Right of Way.

3. Grantor grants and conveys to Grantee the non-exclusive right of ingress and egress to, from and over said Pipeline Right of Way on, over and through existing or future roads which are owned and designated by Grantor from time to time. As a condition to such right of ingress and egress, Grantee shall be responsible for its proportional share of such road maintenance and repair, as reasonably determined by Grantor. The Pipeline Right of Way as depicted on Exhibit A may be used for any current or future operations, construction or maintenance.

4. Grantor and Grantee intend and agree that the Pipeline Right of Way granted hereunder shall give Grantee the exclusive right to use and occupy the perpetual Pipeline Right of Way in the location depicted on Exhibit A, except as provided in this Agreement. Grantor expressly retains the right, at Grantor's expense, (i) to cross under or over the Pipeline Right of Way for purpose of installing, operating, repairing and replacing utility lines to serve the Property and the other parcels of Grantor's Southern Virginia Megasite at Berry Hill project (the "**SVM Project**") and (ii) to grant non-exclusive utility easements through such lines ("**SVM Utility Lines**") to Appalachian Power Company, Southwestern Virginia Gas Company, Danville Utilities, Mid-Atlantic Broadband Communities Corporation, their respective affiliates and assigns, and other utility providers serving the Property and the other parcels of the SVM Project. The installation, operation, repair and replacement of the SVM Utility Lines shall not materially and adversely interfere with Grantee's rights under this Agreement and such use is in compliance with all applicable laws and regulations. Prior to Grantor exercising such right of installation, Grantor shall obtain Grantee's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. However, for purposes of this Section, if Grantee shall not have rejected in writing Grantor's request within sixty (60) days after written notice to Grantee, Grantee shall be deemed to have irrevocably given consent to such installation and any subsequent operations, repair and replacement of such SVM Utility Lines so installed.

5. Subject to Grantor's rights to SVM Utility Lines as provided in Section 4 above and except for Permitted Heavy Equipment Crossings (as hereafter defined), Grantor shall not place or permit to be placed any obstruction on, over or under the Pipeline Right of Way, and Grantor shall

not store or knowingly permit to be stored any materials of any kind or operate or allow to be operated any heavy machinery or equipment (in excess of 40,000 lbs.) over the easement and Pipeline Right of Way. Grantor shall not change or knowingly permit to be changed the depth of cover over the Pipeline Right of Way, without the prior written consent of Grantee, which shall not be unreasonably withheld, conditioned or delayed. Grantor may continue to use and enjoy the Property in any way that does not materially and adversely interfere with the rights of Grantee under this Agreement. "**Permitted Heavy Equipment Crossings**" shall mean those certain heavy machinery or equipment crossings at the southwestern boundary line of the SVM Project (a fifty (50) foot wide crossing area), and at the intersection of the Pipeline Right of Way and Oak Hill Road (a seventy (70) foot wide crossing area), as more particularly shown on Exhibit A.

6. Prior to crossing the Pipeline Right of Way with heavy machinery or performing any excavation or digging, Grantor agrees to contact Grantee through the proper one call system (Virginia 811) at least sixty (60) days before beginning any approved work on or through Pipeline Right of Way to allow Grantee to mark Pipeline(s), Grantee agrees to work with Grantor to obtain a pipeline crossing agreement that provides specifications for crossing the Pipeline(s) to avoid damage or undue stress.

7. Grantee, at its sole expense, shall maintain the Pipeline Right of Way by keeping the Pipeline Right of Way free from all trees, limbs, brush, weeds, or other undergrowth which, in the reasonable judgment of the Grantee, might materially and adversely interfere with the use of said rights granted under this Agreement.

8. Grantee, its successors or assigns, is further granted the right to replace all or any part of the Pipeline(s) or any portion thereof by laying such replacement not more than fifteen (15) feet from the section of Pipeline(s) being replaced and is within the Pipeline Right of Way. Subject to the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed, Grantee, its successors and assigns, is also given the right to increase or decrease the diameter of any replacement pipe.

9. For the consideration herein recited and specifically subject to Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, Grantor does hereby give, grant, and convey unto Grantee, its successors and assigns, a further right at any time or from time to time, to lay, maintain, operate, renew, alter, improve, protect, repair and remove one additional pipeline(s), and all necessary equipment and appurtenances thereto, as it may desire within the right of way and easement area. The additional pipeline(s) to be laid approximately parallel to the first line laid and shall be considered a Pipeline as the term is used herein. For any additional pipeline(s) constructed hereunder, Grantee shall pay an equal amount paid for the right of way and easement herein granted.

10. Relocation. With the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed, Grantee shall have the right to make such changes in the location of the Pipeline(s) from time to time as may be reasonably necessary owing to road construction or relocations, ground slips, migrating streams, or other causes beyond the control of the Grantee that are required for safety, regulatory, or operational reasons. For any such changes required by Grantee, Grantee shall pay a dollar amount per acre of relocated pipeline(s) equal to the per acre amount paid to Grantor for the initial pipeline constructed hereunder. Grantor agrees to execute any further amendments or instruments necessary to confirm such adjustments to the location of the Pipeline(s). With the prior written consent of Grantee, which consent shall not be unreasonably withheld, delayed or conditioned, Grantor, at its expense, shall have the right to relocate or to cause the relocation by Grantee of any portion of the Pipeline Right of Way and/or Pipeline(s) in order to facilitate and/or accommodate the recruitment or retention of a heavy industrial user to the SVM Project or the further development of the SVM Project.

11. After the initial construction and reclamation of the Pipeline(s), Grantee shall pay Grantor for actual physical damages to fences, trees and growing crops occasioned anytime Grantee utilizes the rights granted under this Agreement.

12. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs, administrators, and executors.

13. It is hereby understood that no agreement or representation concerning this Agreement shall be binding on the Grantee, unless expressed in writing signed by the Grantee; and

any agreements or representations, verbal or written, made by any person on behalf of either the Grantor or the Grantee not contained in this instrument are unauthorized and do not bind the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to comprise one single instrument. This Pipeline Right of Way shall run with the land and shall remain in force and effect until released and relinquished by the Grantee back to the Grantor, in writing. The parties consent to the exclusive jurisdiction of the United States District Court for the Western District of Virginia, for any disputes or issues arising under, or in any way related to, this Agreement.

14. Grantor and Grantee shall from time to time execute and deliver such further instruments as reasonably necessary to effectuate the rights granted under this Agreement.

15. Indemnification. Grantee shall indemnify, defend, and hold harmless Grantor, including but not limited to, its agents, employees, and directors, from and against any and all losses, costs, damages, demands, liens, causes of action, claims, liabilities, or expenses (including without limitation reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from or by reason of Grantee's access to or use of the Pipeline Right of Way pursuant to this Agreement. Grantee is permitted to select qualified legal counsel, reasonably acceptable to Grantor, for any indemnification obligations under this Agreement. Grantor may retain separate counsel, at its own expense, to assist Grantee with respect to any such indemnification obligations. It is the intent of the parties hereto that all indemnity obligations and liabilities assumed under the terms of this Agreement be without monetary limit. The indemnity contained in this Section 15 applies, without limitation, to any violation of any applicable environmental law in effect during the term of this Agreement, and any and all matters arising out of any act, omission, event or circumstance existing or occurring during the term of this Agreement, regardless of whether the act, omission, event or circumstance constituted a violation of any applicable environmental law at the time of its existence or occurrence.

16. Insurance.

a. Grantee and any person acting on Grantee's behalf under this Agreement, at its expense, shall maintain and shall keep in full force and effect at all times during the term of this Agreement the following insurance policies (the "**Insurance Policies**") with one or more insurance carriers authorized to transact business in the Commonwealth of Virginia, at any and all times such party or person is on or about the Pipeline Right of Way or acting pursuant to this Agreement, in such amounts as from time to time reasonably required by Grantor:

- i. Workers Compensation and Employer's Liability Insurance;
- ii. Commercial General Liability and Umbrella Liability Insurance (\$5,000,000.00 minimum coverage);
- iii. Business Auto and Umbrella Liability Insurance (\$5,000,000.00 minimum coverage); and
- iv. Environmental Liability (\$5,000,000.00 minimum coverage).

b. Grantor and its agents, contractors, mortgagees, and tenants (and any other third parties required by Grantor) shall be named as additional insureds on the Insurance Policies. Grantor may adjust the policy coverages and limits every five (5) years from the Effective Date to reflect changes in circumstances, standards, and customs.

c. All Insurance Policies shall be from an insurer reasonably acceptable to Grantor. Prior to making any entry onto Pipeline Right of Way, Grantee shall furnish to Grantor for each insurance policy required under this Agreement: (a) a certificate of insurance evidencing the policy and required coverages and providing that the insurance policy and coverages may not be cancelled on less than thirty (30) days prior written notice to Grantor; and (b) proof of payment of the insurance premium.

17. Easements, Rights, and Obligations Subject to Existing Restrictions. The Pipeline Right of Way, rights, and obligations in this Agreement are made subject to any and all existing covenants, conditions, restrictions, and easements of record affecting the Property.

18. Consent by Grantor. Where Grantor's consent is to be requested under this Agreement, it shall not be unreasonable for Grantor to withhold or to condition its consent for any one or more of the following reasons which are not exclusive or exhaustive: (i) the proposed action of Grantee, in Grantor's good faith determination, would likely cause the SVM Project to become unable or ineligible to obtain or maintain megasite certification; (ii) the proposed action of Grantee, in Grantor's good faith determination, would likely, materially and adversely affect the development plan of the SVM Project; or (iii) the proposed action of Grantee, in Grantor's good faith determination, would likely, materially and adversely affect the marketability of the SVM Project, as then constituted, for heavy industrial development by a mix of users that are compatible or complementary to each other.

19. No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY TO THIS AGREEMENT OR ANY ANCILLARY AGREEMENT SHALL BE LIABLE TO OR OTHERWISE RESPONSIBLE TO THE OTHER PARTY OR ANY AFFILIATE OF THE OTHER PARTY FOR LOST REVENUES OR PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR ANY ANCILLARY AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF OR THEREOF, REGARDLESS OF ANY NOTICE OF SUCH DAMAGES. HOWEVER, NOTHING IN THIS SECTION IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OF GRANTOR OR THE OBLIGATIONS OF GRANTEE TO INDEMNIFY GRANTOR HEREUNDER.

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

21. Notices. Any notice required or contemplated to be given to a party by the 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 Grantor: to the address on the first page of this Agreement or if applicable, to Grantor's successor, at the address of record in the Pittsylvania County Commissioner of the Revenue Office.

If to Grantee: to the address on the first page of this Agreement with a courtesy copy to:

Mountain Valley Pipeline, LLC
Attn.: EQM Gathering OPCO, LLC
160 Mine Lake Ct., Suite 200
Raleigh, NC 27615

(mailing address:) P.O. Box 14429
Greensboro, NC 27415

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. A courtesy copy shall not itself constitute notice for the purposes hereof.

22. Counterparts. 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.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this **PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT** as of the date first set forth above.

GRANTOR:

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

(Seal)

By: _____
Robert W. Warren, Chairman

**COMMONWEALTH OF VIRGINIA AT LARGE
PITTSYLVANIA COUNTY/CITY OF DANVILLE**, to-wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this ____ day of June, 2020, by **ROBERT W. WARREN**, in his capacity as Chairman of **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, as grantor.

My commission expires: _____:

(Seal)

Notary Public
Registration Number: _____

IN WITNESS WHEREOF, the Parties have executed this **PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT** as of the date first set forth above.

GRANTEE:

MOUNTAIN VALLEY PIPELINE, LLC, a
Delaware limited liability company
By: **EQM GATHERING OPCO, LLC –**
Operator

By: _____
Kevin J. Wagner
Its: Attorney-in-Fact

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this ___ day of June, 2020 by **KEVIN J. WAGNER**, in his capacity as Attorney-in-Fact of **EQM GATHERING OPCO, LLC**, a Delaware limited liability company, as operator of **MOUNTAIN VALLEY PIPELINE, LLC**, a Delaware limited liability company, as grantee.

My commission expires _____:

(Seal)

Notary Public
Registration Number (only if in Virginia): _____

Exhibit A

Tract No.	Parcel ID	Acreage	Exhibit Reference
VA-PI-172.000	1367-41-6185	2123.31	Page 6
VA-PI-173.000	1367-41-6185		Pages 7, 8
VA-PI-174.000	1367-41-6185		Pages 9, 10
VA-PI-175.000	1367-41-6185		Pages 11, 12
VA-PI-178.000	1356-75-0037	586.91	Pages 13, 14, 15, 16

Tract Nos: VA-PI-172.000, et al.
State: Virginia

Date: _____
County: Pittsylvania

ORDER OF PAYMENT

For and in consideration of the execution of that certain Pipeline Right of Way Agreement and Prepaid Release Agreement, dated _____, 20____, by and between **DANSVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia as Grantor, and Mountain Valley Pipeline LLC**, a Delaware limited liability company, with an address of 2200 Energy Drive, Suite 200, Canonsburg, PA 15317 as Grantee. Grantee hereby agrees to pay or mail payment in the amount of _____ **Dollars (\$_____.)** to Grantor within Sixty (60) business days of the date hereof. If such payment is not received within the designated time period, Grantors should inform Mountain Valley Pipeline LLC, of such fact. Mountain Valley Pipeline LLC, shall then have fifteen (15) days after receipt of notification to make such payment, or the Right of Way and Easement shall be null and void. All reportable payments are subject to a 28% Federal Backup Withholding Tax should your Social Security Number not be provided. This tax will be deducted from your payment and is non-refundable.

Signed:

**GRANTOR(S):
DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL**

FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: _____

Its: _____

GRANTEE:

**Mountain Valley Pipeline LLC
By: EQM GATHERING OPCO, LLC – Operator**

By: _____
Kevin J. Wagner

Its: Attorney-in-Fact

Amount of ROW: \$ _____ .00
Amount of Damages: \$ _____ .00
Total Amount Paid: \$ _____ .00

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 7B
Meeting Date:	06/08/2020
Subject:	Continuation of Item 5H
From:	Earl B. Reynolds, Deputy City Manager, City of Danville

SUMMARY

Continuation of Consideration of Resolution 2020-06-08-7B – selection of legal counsel.

ATTACHMENTS

No written resolution.

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 7C
Meeting Date:	06/08/2020
Subject:	Certificate of Recognition of Fred O. Shanks, III Robert W. Warren, Chairman
From:	

SUMMARY

Resolution 2020-06-08-7C.

ATTACHMENTS

Resolution

A RESOLUTION IN RECOGNITION OF DISTINGUISHED SERVICE BY FRED O. SHANKS, III, TO THE AUTHORITY, AS CHAIRMAN, VICE CHAIRMAN, MEMBER AND ALTERNATE MEMBER OF THE BOARD OF DIRECTORS

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the “**Authority**”) is a political subdivision of the Commonwealth of Virginia duly created by the cooperation and the joint action of the Danville City Council and the Pittsylvania County Board of Supervisors, pursuant to the Virginia Regional Industrial Facilities Act, as amended; and

WHEREAS, the purpose of the Authority is to enhance the economic base for its Member Localities of the City of Danville and Pittsylvania County, Virginia, by developing, owning, and operating one or more facilities on a cooperative basis; and

WHEREAS, beginning June 17, 2008, the Honorable Fred O. Shanks, III, served as Chairman, Vice Chairman, Member or Alternate Member of the Board of Directors of the Authority, providing the guidance and leadership necessary for the Authority to fulfill its statutory purpose and to move forward in developing the economic future of the Danville-Pittsylvania County Region; and

WHEREAS, Fred O. Shanks, III’s service on the Authority’s Board of Directors ends contemporaneously with the June 30, 2020, expiration of his term of office as a Member of the Danville City Council.

NOW, THEREFORE, BE IT RESOLVED, that the Authority’s Board of Directors, on behalf of themselves and the Authority’s support staff, hereby expresses its sincere appreciation for the distinguished service of Fred O. Shanks, III, to the Authority; recognizes his devotion, duty and exemplary leadership to the Authority; and wishes him success in his future endeavors.

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 unanimously by the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a meeting duly called and held on June 8, 2020, 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 8th day of June 2020.

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

(SEAL)