

NOTICE OF PUBLIC MEETINGS

DATE	TIME	EVENT/PLACE **	PERSONS ATTENDING
April 20	9:30 a.m. 10:00 a.m. 10:30 a.m. 12:00 noon  1:30 p.m.	ECONOMIC DEVELOPMENT COMMITTEE-- <b>CANCELLED</b> AUDIT COMMITTEE—ELECTRONIC PUBLIC SAFETY COMMITTEE-- <b>CANCELLED</b> AUGUSTA COUNTY FARM BUREAU WOMEN'S COMMITTEE LUNCHEON (Verona Office)-- <b>CANCELLED</b> STAFF BRIEFING-- <b>CANCELLED</b>	Garber & Wells Carter & Morelli Wells & Shull All Members  All Members
April 21	8:30 a.m. 10:00 a.m. 10:00 a.m. 5:30 p.m.	DEPT. OF SOCIAL SERVICES—ELECTRONIC VALLEY PROGRAM FOR AGING SERVICES--ELECTRONIC HEADWATERS SOIL & WATER CONSERVATION DIST.-- <b>CANCELLED</b> COMMUNITY ACTION PROGRAM-STAUNTON, WAYNESBORO, AUGUSTA--ELECTRONIC	Seaton & Carter
April 22	7:00 p.m.	BOARD OF SUPERVISORS MEETING/BUDGET PUBLIC HEARING	All Members
April 23	11:00 a.m. 7:00 p.m.	ECONOMIC DEVELOPMENT AUTHORITY--ELECTRONIC BROADBAND COMMITTEE-- <b>CANCELLED</b>	Carter & Morelli
April 30	4:00 p.m.	LIBRARY BOARD (Fishersville)--ELECTRONIC	Morelli
<b>**MEETINGS SCHEDULED FOR MAY ARE SUBJECT TO CHANGE DUE TO GOVERNOR'S ORDERS**</b>			
May 4	1:30 p.m.	COMMUNITY POLICY MANAGEMENT TEAM	
May 6	10:00 a.m.	METROPOLITAN PLANNING ORGANIZATION	Seaton
May 7	9:30 a.m. 1:30 p.m.	BOARD OF ZONING APPEALS STAFF BRIEFING BOARD OF ZONING APPEALS	
May 12	7:00 p.m.	PLANNING COMMISSION	
May 13	3:00 p.m. 7:00 p.m.	ORDINANCE COMMITTEE BOARD OF SUPERVISORS MEETING	Carter & Shull All Members
May 18	7:00 p.m.	RECYCLING COMMITTEE	Seaton
May 19	10:00 a.m. 10:00 a.m. 5:30 p.m.	HEADWATERS SOIL WATER CONSERVATION DIST. VALLEY PROGRAM FOR AGING SERVICES COMMUNITY ACTION PROGRAM-STAUNTON, WAYNESBORO, AUGUSTA	Carter & Seaton
May 20	7:00 p.m.	PARKS & RECREATION COMMISSION	Morelli
May 21	1:30 p.m.	AUGUSTA COUNTY SERVICE AUTHORITY	Shull
May 26	8:30 a.m. 9:30 a.m. 10:30 a.m. 1:30 p.m. 7:00 p.m.	DEPT. SOCIAL SERVICES ECONOMIC DEVELOPMENT COMMITTEE PUBLIC SAFETY COMMITTEE STAFF BRIEFING AUG. COUNTY EMERGENCY SERVICES OFFICERS ASSOC.	Garber & Wells Wells & Shull All Members Wells & Shull
May 27	7:00 p.m.	BOARD OF SUPERVISORS MEETING	All Members
May 28	4:00 p.m. 7:00 p.m.	LIBRARY BOARD-(Fishersville) BROADBAND COMMITTEE	Morelli Carter & Morelli



**A G E N D A**

**REGULAR MEETING OF THE AUGUSTA COUNTY BOARD OF SUPERVISORS**

WEDNESDAY, APRIL 22, 2020, at 7:00 p.m.

**Board Meeting Room, Government Center, Verona, VA**

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ITEM NO.	DESCRIPTION
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**7:00 P.M.            PLEDGE OF ALLEGIANCE**

**INVOCATION** - Public participation is optional.

**\*\* AUGUSTA HEALTH CERTIFICATE OF PUBLIC NEED REQUEST RESOLUTION \*\*  
(SEE ATTACHED)**

**PUBLIC HEARING:**

4-11            **PROPOSED TAX RATES**  
Receive public input on the real and personal tax rates for 2020.

	<u>Current:</u>	<u>Proposed:</u>
Real Estate	\$0.63	\$0.63
Personal Property – auto & motorcycle campers, boats, boat trailers, horse trailers, airplanes, trailers	\$2.50	\$2.50
Personal Property – business, large trucks and trailers, machinery & tools	\$2.00	\$2.00

4-12            **PROPOSED BUDGET FOR 2020-21**  
Receive public input on the revised budget for 2019-2020 and the proposed budget for 2020-2021.

**(END OF PUBLIC HEARINGS)**

4-13            **LIVESTOCK CLAIM (SEE ATTACHED)**  
Consider a claim filed by Ricky Fridley in the amount of \$150.00

Funding Source: Livestock Reimbursement Fund 35010-5802 \$150.00

4-14            **HERSHEY PERFORMANCE AGREEMENT (SEE ATTACHED)**  
Consider the Hershey Performance Agreement-2019.

4-15            **WAIVERS**

- 4-16      **MATTERS TO BE PRESENTED BY THE BOARD**
- 4-17      **MATTERS TO BE PRESENTED BY STAFF**
- 4-18      **MATTERS TO BE PRESENTED BY THE PUBLIC**
- 4-19      **CLOSED SESSION (SEE ATTACHED)**

## REGULAR AGENDA ITEM

### **Augusta Health Freestanding Imaging Center; Expanding Access to Low Cost Diagnostic Services**

#### **Background**

In May 2019, Augusta Health approved its strategic plan (Journey 2025) which included various tactics to improve access to outpatient health care services in our region. In addition, over the past twenty-five years, since Augusta Health opened in 1994, the delivery of healthcare has shifted from Inpatient to Outpatient care resulting in the need to create a more efficient and specialized outpatient imaging experience. It's time for Augusta Health to reengineer its facilities for the Health Care needs of future patients. As a part of Journey 2025, Augusta Health will be developing a dedicated Outpatient Pavilion for surgical, breast care, and imaging services on the hospital campus. As a part of this, the 13,000sf freestanding imaging center will be conveniently located on the hospital campus near the intersection of I-64 and I-81 in order to serve over 25,000 patients a year in the Augusta Health Primary Care Service Area. We are excited and proud to be offering so many patients with lower cost services in a freestanding imaging center, specifically designed for outpatient care.

#### **The Center; CT & MRI**

Over the past five years, Augusta Health has experienced steady growth in all the major imaging modalities, especially CT and MRI. This is primarily due the growth in the over age 65 population which is higher than state or national averages. This growth has resulted in Augusta Health experiencing an institutional need for an additional MRI unit and CT scanner to be added to the complement Augusta Health CTs and MRIs. Over the next 15 years, this growth is expected to continue as the baby boomer population expands in the Augusta, Waynesboro, and Staunton areas. The Center will not only address growing demand, but it will also be structured as freestanding in order to offer MRI and CT services at a lower cost. The Augusta Health freestanding imaging center will include a 3.0T MRI and 128 slice CT scanner in order to advance the specialized outpatient imaging capabilities in our region. This technology exceeds the standard of most freestanding imaging centers, and provides a local option in the community so patients are not required to travel to Charlottesville for specialized MRI services. The Center will also have traditional ultrasound and x-ray services.

In order to achieve the goals of; providing lower cost imaging, addressing growing demand, and adding specialized diagnostic MRI services in our service area. We are seeking a Resolution of Support from the Augusta County Board of Supervisors requesting the Virginia Department of Health's approval of Augusta Health's COPN application (No. VA-8500) for 1 CT scanner and 1 MRI unit.



**A RESOLUTION URGING THE VIRGINIA STATE HEALTH COMMISSIONER TO APPROVE COPN REQUET No. VA-8500 – AUGUSTA HEALTH**

**WHEREAS**, the County of Augusta, Virginia benefits greatly from a healthy community and the provision of healthcare services by Augusta Health; and

**WHEREAS**, Augusta Health has been providing access to high quality medical care to our (residents/employees) for more than 25 years; and

**WHEREAS**, Augusta Health has recognized an increasing need for additional diagnostic testing procedures for its patients; and

**WHEREAS**, Augusta Health is perfectly positioned to establish a freestanding diagnostic testing facility on its campus to further serve ours and the surrounding communities; and

**WHEREAS**, Augusta Health and its providers will be able to provide comprehensive outpatient diagnostic services with this facility and provide an enhanced level of care to its patients; and

**WHEREAS**, Augusta Health strives to provide comprehensive, local care for its patients and this project will allow it to deliver a full complement of services for the local patient population in their home communities; now, therefore, be it

**RESOLVED** by the County of Augusta, Virginia that it hereby supports and urges the Virginia State Health Commissioner to approve Augusta Health's project and allow for the establishment of an outpatient diagnostic testing facility on its campus, thereby meeting the community need and expanding its ability to provide optimal care for its patients.

Adopted: April 22, 2020

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Gerald Garber Chairman  
Augusta County Board of Supervisors

**COUNTY OF AUGUSTA, VA.**

**BOARD OF SUPERVISORS**

JEFF SLAVEN  
North River

GERALD W. GARBER  
Middle River

PAM L. CARTER  
Pastures

BUTCH WELLS  
Beverley Manor

SCOTT SEATON  
Wayne

MICHAEL L. SHULL  
Riverheads

STEVE MORELLI  
South River



**TIMOTHY K. FITZGERALD – COUNTY ADMINISTRATOR**

**AUGUSTA COUNTY GOVERNMENT CENTER**

**P.O. BOX 590, VERONA, VA 24482-0590**

**(540) 245-5610 FAX (540) 245-5621**

**coadmin@co.augusta.va.us**

April 23, 2020

Erik Bodin, Director  
Division of Certificate of Public Need  
Office of Licensure and Certification  
Virginia Department of Health  
9960 Mayland Drive, Suite 401  
Henrico, Virginia 23233-1463

Dear Mr. Bodin:

I am writing to express my support for Augusta Health's COPN application. I strongly support efforts to provide healthcare allowing area patients to obtain services in their own communities. The addition of a freestanding diagnostic facility offering MRI and CT services will provide vital access to residents in the area. Many area residents do not currently have convenient access to non-hospital diagnostic services, and this facility will provide those services in a close and convenient setting.

As the healthcare market changes, patients are increasingly being pushed to obtain MRI and CT services from non-hospital providers. Local residents should be able to obtain those services in their home communities.

I urge you to approve the application for this project.

Sincerely,

Timothy K. Fitzgerald, ICMA-CM  
Augusta County Administrator





## COUNTY OF AUGUSTA, VA.

## BOARD OF SUPERVISORS

MARSHALL W. PATTIE  
North RiverGERALD W. GARBER  
Middle RiverTRACY C. PYLES, JR.  
PasturesTERRY L. KELLEY, JR.  
Beverley ManorWENDELL L. COLEMAN  
WayneMICHAEL L. SHULL  
RiverheadsCAROLYN S. BRAGG  
South River

TIMOTHY K. FITZGERALD – COUNTY ADMINISTRATOR

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P.O. BOX 590, VERONA, VA 24482-0590

(540) 245-5610 FAX (540) 245-5621

coadmin@co.augusta.va.us

## MEMORANDUM

TO: Timothy K. Fitzgerald, County Administrator

FROM: Candy J. Hensley, Assistant to the County Administrator *Candy*

DATE: April 9, 2020

SUBJECT: Livestock Claim

On March 20, 2020, Ricky Fridley lost 2 kid goats killed by stray dog(s). The dog(s) were not seen in the act nor could be found.

Under Chapter 5, Animals, Article IV, Compensation for Livestock and Poultry Killed by Dogs, the County can reimburse the owner for the value of animals killed upon meeting the requirements of § 5-32. Requirements include:

- A. The claimant has furnished evidence within sixty days of discovery of the quantity and value of the dead or injured livestock and the reasons the claimant believes that death or injury was caused by a dog;
- B. The animal control officer shall have been notified of the incident within seventy-two hours of its discovery;
- C. The animal control officer has conducted an investigation which includes a visual examination of the dead or injured livestock;
- D. The Board of Supervisors of Augusta County, Virginia, has determined that the claim is supported by the investigation of the animal control officer; and
- E. The claimant first has exhausted his legal remedies against the owner, if known, of the dog doing the damage for which compensation under section § 5-31 is sought. Exhaustion shall mean a judgement against the owner of the dog upon which an execution has been returned unsatisfied.

Animal Control investigated the complaint and have determined that all requirements have been met including the owner submitting the attached certification form.

Under paragraph D above, if the Board of Supervisor determines that the claim is supported by the investigation, and the claimant has exhausted legal remedies against the owner, the Board may approve payment from the County's livestock reimbursement fund (35010-5802). Payment is based current fair market value as determined by animal control.

Please schedule for the next available Board of Supervisors meeting for their consideration.



AUGUSTA COUNTY ANIMAL CONTROL  
P.O. Box 590  
Verona, Va 24482  
540-254-5635

### LIVESTOCK and POULTRY CLAIM

This livestock and poultry claim is being submitted in accordance with Section 3.26553.

Name: Ricky Fridley Date of Report: March 20, 20  
Physical Address: 88 Estaline Valley Rd Craigsville Mailing Address: \_\_\_\_\_  
Home Phone: 540-997-0068 Other Phone: \_\_\_\_\_

I do hereby certify that on the 20 day of March, 20 20, a dog or dogs entered my premises and killed the following livestock and/or poultry.

	Total
____ Sheep @ \$ _____ each	\$ _____
<u>2</u> Lamb @ \$ <u>75.00</u> each	\$ _____
____ Turkey @ \$ _____ each	\$ _____
____ Chicken @ \$ _____ each	\$ _____
____ Cattle @ \$ _____ each	\$ _____
<u>Kid goats 2</u>	\$ _____
<u>2 months old</u>	\$ _____
<b>GRAND TOTAL</b>	\$ <u>150.00/pc</u>

- I understand that in accordance with §3.2-6553 the amount to be reimbursed will not exceed the fair market value of the animal not to exceed \$400.00 per animal or \$10.00 per fowl.
- I do certify to the best of my knowledge the facts given in this claim are true and accurate. I further understand that false or misleading facts or evidence may result in criminal charges.

Signature Of Claimant: Ricky Fridley



**OFFICE OF ECONOMIC DEVELOPMENT**  
County of Augusta, Virginia  
18 Government Center Lane, P. O. Box 590  
Verona, Virginia 24482-0590  
(540) 245-5619

**REBEKAH S. CASTLE**  
DIRECTOR OF ECONOMIC DEVELOPMENT

**TO:** The Chairman and Members of the Board of Supervisors  
**FROM:** Rebekah S. Castle, Economic Development Director  
**COPY:** Tim Fitzgerald, County Administrator  
**DATE:** April 13, 2020  
**RE:** The Hershey Company Commonwealth's Development Opportunity Fund Performance Agreement

As announced on May 9, 2019, Hershey Chocolate of Virginia committed to expand its operation in Augusta County. With this expansion, Hershey will construct its Peanut Roasting Center of Excellence, an 111,000 square foot expansion.

The expansion will include \$104,400,000 investment in capital expenditures, and 65 new jobs.

As part of the incentive package that secured this expansion, a \$600,000 grant from the Commonwealth's Development Opportunity Fund was given to Hershey as well as a \$400,000 grant from the Virginia Investment Performance (VIP) program. The Board of Supervisors agreed to match these state grants with an additional \$1,000,000. The County's match was given in two parts - \$300,000 when the Certificate of Occupancy was issued and \$700,000 as a return on the company's machinery and tools tax.

Staff has prepared the following attached document for your review and consideration which will facilitate the incentive package:

1. Performance agreement among the County, the Economic Development Authority, Virginia Economic Development Partnership and The Hershey Company regarding the COF grant and County match. The VIP program grant is

solely between VEDP and the company and is addressed in a separate performance agreement not involving the County.

According to the Code of Virginia §15.2-4905, paragraphs 12 and 13, the state grant can go directly from the Commonwealth of Virginia to the Economic Development Authority of Augusta County. The attached performance agreement has been structured to facilitate this arrangement and is a four-party agreement among the County, the EDA, The Hershey Company and the Virginia Economic Development Partnership. The Economic Development Authority will consider these same documents at its meeting on April 23, 2020.

If the Board is inclined to proceed with consideration of this performance agreement at the regular meeting on April 22, 2020, a suggested motion is provided below:

*I move to authorize the Chair of the Augusta County Board of Supervisors to execute and deliver a Performance Agreement among the County of Augusta, The Hershey Company, Virginia Economic Development Partnership, and the Economic Development Authority of the County of Augusta subject to minor revisions approved by legal counsel.*

**COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND GRANT**

**AND**

**COUNTY OF AUGUSTA, VIRGINIA LOCAL GRANT**

**PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** made and entered this \_\_\_ day of April, 2020, by and among the **COUNTY OF AUGUSTA, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **THE HERSHEY COMPANY** (the "Company"), a Delaware corporation authorized to transact business in the Commonwealth, the **ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF AUGUSTA, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth, and the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth.

**WITNESSETH:**

WHEREAS, the Locality has been awarded a grant of and expects to receive \$600,000 from the Commonwealth's Development Opportunity Fund (the "COF Grant") through VEDP for the purpose of inducing the Company to expand, equip and operate a manufacturing facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality has agreed to make additional grants to the Company in the aggregate amount of \$1,000,000 (together, the "Local Grant" and, together with the COF Grant, the "Grants") for the purpose of further inducing the Company to make the Capital Investment and create and Maintain the New Jobs in the Locality;

WHEREAS, VEDP is willing to provide the COF Grant funds, and the Locality is willing to provide the Local Grant funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company promises to meet certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority, the Company, and VEDP desire to set forth their understanding and agreement as to the payout of the Grants, the use of the proceeds of the Grants, the obligations of the Company regarding Capital Investment and New Jobs, and the repayment by the Company of all or part of the Grants under certain circumstances;

WHEREAS, the expansion, equipping and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately \$104,400,000, of which approximately \$62,000,000 will be invested in machinery and tools and approximately \$42,400,000 will be invested in the construction or expansion of buildings at the Facility;

WHEREAS, the expansion, equipping and operation of the Facility will further entail the creation and Maintenance of 65 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for each of the Grants:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

**Section 1. Definitions.**

For the purposes of this Agreement, the following terms shall have the following definitions:

“Average Annual Wage” means the average salary (inclusive of bonuses and other performance-based compensation) for all New Jobs, determined by dividing total payroll (W-2 compensation) for New Jobs by the total New Jobs.

“Base Year Tax” means the 2018 Machinery and Tools Tax reported by the Company on or before May 1, 2019 in the amount of \$1,783,428.

“Capital Investment” means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of January 1, 2019, as reported on May 1, 2019 to the Locality’s Commissioner of the Revenue.

“Maintain” means that the New Jobs will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company’s employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

“New Job” means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an Average Annual Wage of at least \$46,400. Average annual wage means the average annual salary of full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation which shall include bonuses and other performance-based compensation) provided to full-time positions at the Facility by the number of full-time positions at the Facility. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year.

Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth to the Facility, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 1055 full-time jobs at the Facility as of January 1, 2019.

“Performance Date” means June 30, 2024. If the Locality, in consultation with the Authority and VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Locality may request an extension of the Performance Date by up to 15 months. Such request must be received prior to the Performance Date. Any extension of the Performance Date shall require the prior approval of the Board of Directors of VEDP (the “Board”). If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company and VEDP and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

“Targets” means the Company’s obligations to make Capital Investments at the Facility of at least \$104,400,000 and to create and Maintain at least 65 New Jobs at the Facility, all as of the Performance Date.

“Virginia Code” means the Code of Virginia of 1950, as amended.

**Section 2. Targets; Statutory Criteria.**

(a) *Targets:* The Company will expand, equip and operate the Facility in the Locality, make or cause to make a Capital Investment of at least \$104,400,000, and create and Maintain at least 65 New Jobs at the Facility, all as of the Performance Date.

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth:* The Locality, the Authority, and VEDP hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to “Residents” of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the New Jobs of at least \$46,400 is more than the prevailing average annual wage in the Locality of \$44,903. The Locality is not a high-unemployment locality, with an unemployment rate for 2018, which is the last year for which such data is available, of 2.7% as compared to the 2018 statewide unemployment rate of 3.0%. The Locality is not a high-poverty locality, with a poverty rate for 2017, which is the last year for which such data is available, of 8.9% as compared to the 2017 statewide poverty rate of 10.7%.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. The Company

acknowledges that within 18 months of the date of this Performance Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of Interest and Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than \$100 provided by the Company to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of the Company's application for the COF Grant through the one-year period immediately after the date of this Agreement.

**Section 3. Disbursement of Grants.**

(a) *Disbursement of the COF Grant and Local Grant:* By execution and delivery of this Agreement, the Locality requests that the COF Grant be disbursed to the Authority. VEDP will promptly arrange for the payment of the \$600,000 COF Grant to the Authority.

The disbursement of the proceeds of the Grants to the Company will serve as an inducement and consideration for the Company to achieve the Targets.

The COF Grant and Local Grant proceeds shall be retained by the Economic Development Authority and shall be disbursed as follows:

The Company will provide notice and evidence satisfactory to the Locality, the Authority, and VEDP that it has received a Certificate of Occupancy for the new Roasting Center of Excellence portion of the Facility. Such evidence will be subject to verification by the Locality and VEDP. Within 30 days after the verification, the Locality will disburse \$300,000 (three hundred thousand dollars) of the Local Grant proceeds to the Authority. Within 30 days after its receipt of such Local Grant proceeds, the Authority will disburse the \$600,000 (six hundred thousand) COF Grant proceeds and \$300,000 (three hundred thousand) of the Local Grant proceeds to the Company, for a total initial grant of \$900,000 (nine hundred thousand dollars).

A percentage of the remaining \$700,000 (seven hundred thousand dollars) of the Local Grant proceeds will be provided on an annual basis, in amounts in direct proportion to the Company's investment in machinery and tools, and the tax for such machinery and tools paid by the Company to the Locality for each applicable year as follows: On or before May 1 of each year, the Company will report to the Locality net new equipment installed and in operation during the prior calendar year. The Company will pay tax on such equipment, as assessed by the Locality's Commissioner of the Revenue, by the due date in December of the year it is due. The Locality will provide 100% of the incremental difference in the Base Year Tax (assessed value of existing taxable real and/or taxable tangible personal property in the year prior to investment in new Capital Investments) and the investment-year tax (assessed value of additional Capital Investments) to the Authority, which will in turn provide the incremental difference to the Company on or before July 1 following the December when such tax is paid. For the purposes of this Agreement, the Base Year Tax will be 2018, as reported by the



Company on or before May 1, 2019. Based on an investment schedule provided by the Company, it is estimated that the \$700,000 portion of the Local Grant will be fully paid out in the year 2024, but the Local Grant may be paid at an accelerated rate, in direct proportion to the Capital Investment and respective tax paid by the Company to the Locality.

If any COF Grant proceeds have not been disbursed to the Company within 90 days after the Performance Date, the Authority shall return such proceeds to VEDP for redeposit to the Commonwealth’s Development Opportunity Fund.

(b) *Use of the Grant Proceeds:* The Company will use the proceeds of the Grants to pay or reimburse the cost of construction or build-out of publicly or privately owned buildings for the Facility, and for recruitment and training, all as permitted by Section 2.2-115(D) of the Virginia Code. In no case may proceeds from the Grants be used, directly or indirectly, to pay or guarantee the payment for any rental, lease, license, or other contractual right to the use of any real property.

**Section 4. Break-Even Point; State and Local Incentives.**

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its “break-even point” by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth’s expenditures on discretionary incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide discretionary incentives in the following amounts:

<u>Category of Incentive:</u>	<u>Total Amount</u>
COF Grant	\$600,000
Virginia Investment Performance Grant (“VIP Grant”)	\$400,000

The proceeds of the COF Grant shall be used for the purposes described in Section 3(b). The proceeds of the VIP Grant may be used by the Company for any lawful purpose.

(b) *Local-Level Incentives:* The Authority expects to provide the following Local-Level Incentives for the Facility by the Performance Date:

<u>Category of Incentive:</u>	<u>Total Amount</u>
Local Cash Grant	\$300,000
Machinery and Tools Tax Grants	\$700,000

The Authority expects to disburse by the Performance Date (i) the full \$300,000 Local Cash Grant to the Company, as described in Section 3(a), and (ii) the full amount of the \$700,000 Machinery and Tools Tax Grants to the Company, as described in Section 3(a). If, by the Performance Date, the proceeds disbursed or committed to be disbursed by the Authority to the

Company total less than the \$600,000 COF Grant local match requirement, the Locality, subject to appropriation, will make an additional grant to the Company of the difference at the Performance Date, so long as the Company has met its Targets.

The proceeds of the Local Grant shall be used for the purposes described in Section 3(b).

(c) *Other Incentives:* This Agreement relates solely to the Grants. The qualification for, and payment of all State-Level Incentives and Local-Level Incentives, except for the Grants, will be governed by separate arrangements between the Company and the entities offering the other incentives.

#### **Section 5. Company Reporting.**

(a) *Progress Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed verification reasonably satisfactory to the Locality, the Authority, and VEDP of the Company's progress on the Targets. Such progress reports will be provided annually, starting at October 1, 2020, and covering the period through the prior June 30. For purposes of the first reporting year, the progress report shall cover the period through the prior January 1, 2019. Further, the Company shall provide such progress reports at such other times as the Locality, the Authority, or VEDP may reasonably require.

With each such progress report, the Company shall report to VEDP the amount paid by the Company in the prior calendar year in Virginia corporate income tax. VEDP hereby represents to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

These progress reports are in addition to the annual tax reporting due from the Company to the Locality, as summarized in Section 3(a).

(b) *Final Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B, detailed verification reasonably satisfactory to the Locality, the Authority, and VEDP of the Company's achievement of the Targets. The final report shall be filed within 90 days after the Performance Date.

#### **Section 6. Verification of Targets.**

(a) *Verification of Capital Investment:* The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue and Treasurer, to release to VEDP, the Augusta County Office of Economic Development, and the Authority the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP, the Augusta County Office of Economic Development, and the Authority solely for verifying satisfaction of the Capital Investment Target. If the Locality, the Office of the

Commissioner of the Revenue or the Office of the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional, relevant, documentation or consents as the Locality, the Augusta County Office of Economic Development, the Authority, or VEDP may reasonably request but only as necessary for purposes of this Agreement. In accordance with Virginia Code Section 58.1-3122.3, VEDP is entitled to receive the Company's real estate tax, business personal property tax and machinery and tools tax information from the Locality's Commissioner of the Revenue. The parties to this Agreement acknowledge that there will be a delay between the time the Company invests in equipment, and the time the Company reports its investments to the Locality. Typically, the Company will report investments on or before May 1 of the year following the year it makes such investment(s), and will pay tax on such equipment in December of the same year as it reports such investments. Accordingly, the Locality can only verify investment(s) made by the Company on or before May 1<sup>st</sup> of the year in which the Company reports its prior-year investments.

In addition to the verification data described above, in the sole reasonable discretion of the Locality, the Authority, or VEDP, the Locality, the Authority, or VEDP, may each require such other documentation, including invoices, or audits as may be reasonably required to properly verify the Capital Investment.

(b) *Verification of New Jobs and Wages:* The Company must submit copies of its four most recent Employer's Quarterly Tax Reports (Form FC-20) with the Virginia Employment Commission with the final report. The forms shall be marked and considered confidential and proprietary and shall be used by VEDP, the Locality, the Authority, and the Augusta County Office of Economic Development solely for verifying satisfaction of the New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

In addition to the verification data described above, in the sole reasonable discretion of the Locality, the Authority, or VEDP, the Locality, the Authority or VEDP, may each require such other documentation or audits as may be reasonably required to properly verify the New Jobs.

**Section 7. Repayment Obligation for COF Grant.**

(a) *If Statutory Minimum Eligibility Requirements are Not Met:* Section 2.2-115 of the Virginia Code requires that the Company make a Capital Investment of at least \$5,000,000 and create and Maintain at least 50 New Jobs in order to be eligible for the COF Grant. Failure by the Company to meet either of these statutory minimum eligibility requirements by the Performance Date shall constitute a breach of this Agreement and the Company must repay to the Authority all of the proceeds of the COF Grant previously disbursed to the Company. In such event, the Authority will repay to VEDP all of the COF Grant proceeds not previously disbursed to the Company, if any.

(b) *Allocation of COF Grant Proceeds:* For purposes of repayment under subsection (c), the COF Grant is to be allocated as follows: 50% (\$300,000) for the Company's Capital Investment Target, and 50% (\$300,000) for the Company's New Jobs Target.

(c) The provisions of this subsection (c) shall become applicable only if the Company has met the statutory minimum eligibility requirements set forth in subsection (a), and has received all of the COF Grant proceeds prior to the Performance Date, in accordance with Section 3(a).

If the Company has met at least 90% of both of the Targets at the Performance Date, then and thereafter the Company is no longer obligated to repay any portion of the COF Grant.

If the Company has not met at least 90% of either or both of its Targets as of the Performance Date, the Company shall repay to the Authority that part of the COF Grant previously disbursed to the Company that is proportional to the Target or Targets for which there is a shortfall. For example, if as of the Performance Date, the Company has received all \$600,000 of the COF Grant proceeds, but only \$88,740,000 of the Capital Investment has been made and retained (reflecting achievement of 85% of the Capital Investment Target), and only 52 New Jobs have been created and Maintained (reflecting achievement of 80% of the New Jobs Target), the Company shall repay to the Authority \$45,000 of the COF Grant proceeds, reflecting 15% of the proceeds of the COF Grant, that it received allocated to the Capital Investment Target, *plus* \$60,000 of the COF Grant proceeds, reflecting 20% of the proceeds of the COF Grant that it received allocated to the New Jobs Target, for a total of \$105,000. These amounts represent the percentages of the shortfall from the expected amount of Capital Investment and expected number of New Jobs, each multiplied by the portion of the proceeds of the COF Grant that the Company received allocated to that Target. In such event, the Authority will repay to VEDP all of the COF Grant proceeds not previously disbursed to the Company.

(d) *Determination of Inability to Comply:* If the Locality or VEDP shall determine in their reasonable discretion, at any time prior to the Performance Date (a "Determination Date") that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, the Company must repay to the Authority all of the proceeds of the COF Grant previously disbursed to the Company. In such event, the Authority will repay to VEDP all of the COF Grant proceeds not previously disbursed to the Company. Such a determination will be based on the filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the Grants.

(e) *Repayment:* The Company shall be liable for any repayment of all or a portion of the COF Grant, as described in this Section 7. *Such repayment shall be due from the Company to the Authority within ninety (90) days after the Performance Date or the Determination Date, as applicable.* Any moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to VEDP. VEDP will redeposit any such returned funds into the Commonwealth's

Development Opportunity Fund. The Locality and the Authority shall use their best efforts to recover such funds, including legal action for breach of this Agreement. Neither the Locality nor the Authority shall have any responsibility for the repayment of any sums payable by the Company hereunder unless said sums have been received by the Authority from the Company.

(f) *Failure to Repay:* If any repayment of the COF Grant due pursuant to this Section 7 is not made by the Company when due, the Board may determine that further collection action is required, and the Board may refer the matter to the Office of the Attorney General (the "OAG") for collection pursuant to Section 2.2-518 of the Virginia Code. In such event, by their signatures below, the Locality and the Authority will be deemed to have assigned to the Commonwealth all of their rights, title and interest in and to this Section 7. In any matter referred to the OAG for collection, or if the Locality and/or the Authority initiate collection (including legal proceedings), the Company shall be liable to pay interest, administrative charges, attorneys' fees and other applicable fees. Interest on any outstanding repayment referred to the OAG or for which the Locality and/or the Authority initiates collection, shall accrue at the rate set forth in Section 6.2-301 A. of the Virginia Code (currently 6.0% per year) for the period from the Performance Date or the Determination Date, as applicable, until paid.

#### **Section 8. Repayment Obligation for Local Grant.**

(a) *If Statutory Minimum Eligibility Requirements are Not Met:* Section 2.2-115 of the Virginia Code requires that the Company make a Capital Investment of at least \$5,000,000 and create and Maintain at least 50 New Jobs in order to be eligible for the COF Grant. Failure by the Company to meet either of these statutory minimum eligibility requirements by the Performance Date shall constitute a breach of this Agreement and the Company must repay to the Authority all of the proceeds of the Local Grant previously disbursed to the Company, as and when the COF Grant is similarly repaid in accordance with Section 7(a). In such event, the Authority will repay to the Locality all of the Local Grant proceeds not previously disbursed to the Company, if any.

(b) *Allocation of COF Proceeds:* For purposes of repayment under subsection (c), the Local Grant is to be allocated as follows: 50% (\$500,000) for the Company's Capital Investment Target, and 50% (\$500,000) for the Company's New Jobs Target.

(c) The provisions of this subsection (c) shall become applicable only if the Company has met the statutory minimum eligibility requirements set forth in subsection (a).

If the Company has met at least 90% of both of the Targets at the Performance Date, then and thereafter the Company is no longer obligated to repay any portion of the Local Grant.

If the Company has not met at least 90% of either or both of its Targets as of the Performance Date, the Company shall repay to the Authority that part of the Local Grant previously disbursed to the Company that is proportional to the Target or Targets for which there is a shortfall. For example, if as of the Performance Date, the Company has received all \$1,000,000 of the proceeds of the Local Grants, but only \$88,740,000 of the Capital Investment has been retained (reflecting achievement of 85% of the Capital Investment Target), and only 52

New Jobs have been created and Maintained (reflecting achievement of 80% of the New Jobs Target), the Company shall repay to the Authority \$75,000 of the proceeds of the Local Grant, reflecting 15% of the proceeds of the Local Grant that it received allocated to the Capital Investment Target, *plus* \$100,000 of the proceeds of the Local Grant, reflecting 20% of the proceeds of the Local Grant that it received allocated to the New Jobs Target, for a total of \$175,000. These amounts represent the percentages of the shortfall from the expected amount of Capital Investment and expected number of New Jobs, each multiplied by the portion of the proceeds of the Local Grant that the Company received allocated to that Target. In such event, the Authority will repay to the Locality all of the Local Grant proceeds not previously disbursed to the Company.

(d) *Determination of Inability to Comply:* If the Locality or VEDP shall determine in their reasonable discretion, at any time prior to the Performance Date (a "Determination Date") that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, the Company must repay to the Authority all of the proceeds of the Local Grant previously disbursed to the Company. In such event, the Authority will repay to Locality all of the Local Grant proceeds not previously disbursed to the Company. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the Local Grant.

(e) *Repayment:* The Company shall be liable for any repayment of all or a portion of the Local Grant, as described in this Section 8. *Such repayment shall be due from the Company to the Authority within ninety (90) days after the Performance Date or the Determination Date, as applicable.* Any moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to the Locality. The Authority shall have no responsibility for the repayment of any sums payable by the Company hereunder unless said sums have been received by the Authority from the Company.

(f) *Failure to Repay:* If any repayment of the Local Grant due pursuant to this Section 8 is not made by the Company when due, the Locality and/or the Authority may institute legal proceedings to collect any and all monies the Company is required to repay to the Locality and/or the Authority. In any such matter the Company shall be liable to pay interest, administrative charges, attorneys' fees and other applicable fees. Interest on any outstanding repayment for which the Locality and/or the Authority initiates collection, shall accrue at the rate set forth in Section 6.2-301 A. of the Virginia Code (currently 6.0% per year) for the period from the Performance Date or the Determination Date, as applicable, until paid.

## **Section 9. Notices.**

Formal notices and communications between the parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time

of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

[The Hershey Company](#)  
[Attn: Matthew Crocker, Real Estate Manager](#)  
[19 East Chocolate Avenue](#)  
[Hershey, PA 17033](#)  
[mcrocker@hersheys.com](mailto:mcrocker@hersheys.com)

if to the Locality, to:

County Administrator's Office  
18 Government Center Lane  
Verona, Virginia 24482  
Facsimile: 540.245.5621  
Email: [coadmin@co.augusta.va.us](mailto:coadmin@co.augusta.va.us)  
Attention: County Administrator

if to the Authority, to:

Economic Development Authority of the  
County of Augusta, Virginia  
18 Government Center Lane  
Verona, Virginia 24482-0590  
Email: [staff@augustavabusiness.com](mailto:staff@augustavabusiness.com)  
Attention: Secretary of the Authority

if to VEDP, to:

Virginia Economic Development Partnership  
One James Center, Suite 900  
901 East Cary Street  
Richmond, Virginia 23219  
Facsimile: 804.545.5611  
Email: [moret@vedp.org](mailto:moret@vedp.org)  
Attention: President and CEO

with a copy to:

[The Hershey Company](#)  
[19 East Chocolate Ave,](#)  
[Hershey, PA 17033](#)  
[legalnotices@hersheys.com](mailto:legalnotices@hersheys.com)

Attention: [General Counsel](#)

with a copy to:

County Attorney's Office  
18 Government Center Lane  
Verona, Virginia 24482  
Facsimile: 540.245.5096  
Email: [ctyatty@co.augusta.va.us](mailto:ctyatty@co.augusta.va.us)  
Attention: County Attorney

with a copy to:

Augusta County Office of Economic  
Development  
18 Government Center Lane  
Verona, Virginia 24482  
Email: [staff@augustavabusiness.com](mailto:staff@augustavabusiness.com)  
Attention: Economic Development Director

with a copy to:

Virginia Economic Development Partnership  
One James Center, Suite 900  
901 East Cary Street  
Richmond, Virginia 23219  
Facsimile: 804.545.5611  
Email: [smcninch@vedp.org](mailto:smcninch@vedp.org)  
Attention: General Counsel

**Section 9. Miscellaneous.**

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the Grants and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced in accordance with the laws of the Commonwealth. Except as provided in the next sentence, jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court. For any litigation arising out of or involving only Section 8 of this Agreement, jurisdiction and venue for any litigation arising out of or involving Section 8 of this Agreement shall lie in the Circuit Court of the County of Augusta, and such litigation shall be brought only in such court.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorneys' Fees:* Except as provided in Sections 7(f) and 8(f), attorneys' fees shall be paid by the party incurring such fees.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Performance Agreement as of the date first written above.

**COUNTY OF AUGUSTA, VIRGINIA**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ECONOMIC DEVELOPMENT  
AUTHORITY OF THE COUNTY OF  
AUGUSTA, VIRGINIA**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE HERSHEY COMPANY**

By \_\_\_\_\_  
Name: Jason Reiman  
Title: Senior Vice President, Chief  
Supply Chain Officer  
Date: \_\_\_\_\_

**VIRGINIA ECONOMIC  
DEVELOPMENT PARTNERSHIP  
AUTHORITY**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A: Annual Progress Report Form  
Exhibit B: Final Report Form**

**ANNUAL PROGRESS REPORT  
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND**

**PROJECT SUMMARY:**

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

**PROJECT PERFORMANCE:**

Performance Measurement	Target	As of	% Complete
<b>New Jobs (over baseline)<sup>1</sup></b>			
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
<b>Capital Investment (provide breakdown below)<sup>2</sup></b>			
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
<b>Average Annual Wage</b>			N/A
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
<b>Standard Fringe Benefits (check one)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A
<b>Virginia Corporate Income Tax Paid in Prior Calendar Year<sup>3</sup></b>	\$		

<sup>1</sup> Data will be verified using Virginia Employment Commission records.

<sup>2</sup> Data will be verified with locality records.

<sup>3</sup> This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA.

Capital Investment Breakdown	Amount
Land	\$
Land Improvements	\$
New Construction or Expansion	\$
Renovation or Building Up-fit	\$
Production Machinery and Tools	\$
Furniture, Fixtures and Equipment	\$
Other	\$
<b>Total</b>	<b>\$</b>

**COMMENTS:**

Discuss project status, including the current level of new jobs and capital investment, progress on targets, changes or likely changes in project's nature that may impact achievement of targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.

**TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:**

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: \_\_\_\_\_

Submitted By: \_\_\_\_\_  
Signature of Official

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please return to:

Kim Ellett, Incentives Coordinator, Virginia Economic Development Partnership,  
804.545.5618, kellett@vedp.org

**FINAL REPORT  
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND**

**PROJECT SUMMARY:**

Project	
Location	
Amount of Grant	
Performance Date	

**PROJECT PERFORMANCE:<sup>1</sup>**

Performance Measurement	Target	As of	% Complete
New Jobs (over __ baseline) <sup>2</sup>			
Capital Investment (provide breakdown below) <sup>3</sup>			
Average Annual Wage			N/A
Standard Fringe Benefits			
Virginia Corporate Income Tax Paid in Prior Calendar Year <sup>4</sup>	\$		

Capital Investment Breakdown	Amount
Land	\$
Land Improvements	\$
New Construction or Expansion	\$
Renovation or Building Up-fit	\$
Production Machinery and Tools	\$
Furniture, Fixtures and Equipment	\$
Other	\$
<b>Total</b>	<b>\$</b>

<sup>1</sup> Final, actual performance will be reported on VEDP's public reporting website.

<sup>2</sup> Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.

<sup>3</sup> Data will be verified using records from the Commissioner of the Revenue and, if requested, invoices.

<sup>4</sup> This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA.

**LOCAL MATCH:**

Goal	
Actual	

**COMMENTS:**

Discuss Project status or the importance of the Project to the locality and region.

**TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:**

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: \_\_\_\_\_

Submitted By: \_\_\_\_\_  
Signature of Official

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please return to:

Kim Ellett, Incentives Coordinator, Virginia Economic Development Partnership,  
804.545.5618, kellett@vedp.org



**REGULAR MEETING AGENDA ITEM NO. 4-19**

**CONVENE CLOSED SESSION**

April 22, 2020

(In) MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

(Out) \_\_\_\_\_

(Certify) \_\_\_\_\_

I move that the Board of Supervisors of Augusta County convene in closed session pursuant to:

- (1) **the personnel exemption under Virginia Code § 2.2-3711 (A) (1)**  
[discussion, consideration or interviews of (a) prospective candidates for employment, or (b) assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific employees]:
  - a) Boards and Commissions: Youth Commission, Economic Development Authority, Ag & Forestal Dist., Planning Commission, Shenandoah Workforce Development
  
- (2) **the economic development exemption under Virginia Code § 2.2-3711 (A) (5)**  
[discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of its interest in locating or expanding its facilities in the county]:
  - a) Proposed Office space, flex space, storage facilities, manufacturing facilities, utility and mixed use development.
  
- (3) **the real property exemption under Virginia Code § 2.2-3711 (A) (3)**  
[discussion of the acquisition for a public purpose, or disposition, of real property]:
  - a) Verona Elementary School

h:exec.sec/9

