

**GOVERNOR’S AGRICULTURE & FORESTRY INDUSTRIES DEVELOPMENT
FUND INFRASTRUCTURE GRANT
&
ALBEMARLE COUNTY ECONOMIC DEVELOPMENT AUTHORITY
MATCH GRANT**

This **INFRASTRUCTURE GRANT AGREEMENT** (the “Agreement”) dated July __, 2024, between **SILLER POLLINATOR COMPANY LLC** (the “Company”), a limited liability company authorized to transact business in the Virginia, and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF ALBEMARLE, VIRGINIA** (the “Authority”), a political subdivision of the Commonwealth of Virginia, and **THE COUNTY OF FLUVANNA, VIRGINIA** (“Fluvanna” or “Fluvanna County”), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

WHEREAS, the Authority has been awarded a grant of \$26,000 and expects to receive such amount through reimbursement from the Governor’s Agriculture & Forestry Industries Development Fund Grant Program (the “AFID Grant”) through the Virginia Department of Agriculture and Consumer Services (“VDACS”) for the purpose of inducing the Company to purchase and operate a honey-processing trailer and related equipment (the “Trailer”) in the expansion of its commercial business located in Albemarle County according to the AFID Infrastructure Grant guidelines, the Company’s Grant Application and Workplan, and the VDACS Memorandum of Agreement with the Authority and Fluvanna County, all of which are incorporated into this Agreement by reference;

WHEREAS, the Authority will provide a \$6,500.00 match to the AFID Infrastructure Grant (\$26,000.00) and Fluvanna County match grant (\$6,500.00) as an incentive for the Company to purchase and operate the Trailer to be used in the agricultural business in Albemarle County (the “Local Match Grant”) and Fluvanna County;

WHEREAS, the Authority, Fluvanna County, and the Company desire to set forth their understanding and agreement as to the payout of the AFID and Local Match Grants, the use of the Grant proceeds, the obligations of the Company regarding its contribution, and the repayment by the Company of all or part of the Grant proceeds under certain circumstances;

WHEREAS, the purchase and operation of the equipment will allow the Company to expand its product line and offerings to the public, which will generate additional tax revenue and economic activity for Virginia and Albemarle and Fluvanna Counties;

WHEREAS, the increase in agricultural economic activity in Albemarle County and Fluvanna County constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the AFID Infrastructure Grant and Local Match 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:

“Grant Award Date” means June 28, 2024. This is the date from which progress towards the achievement of all Targets begins. Progress towards achievement of Targets before this date will not be counted, unless such progress is approved in writing by VDACS, in consultation with the Authority and Fluvanna County.

“Performance Date” means December 31, 2027. If the Authority, in consultation with the Secretary of Agriculture and Forestry and Fluvanna County, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Authority may agree to extend the Performance Date by up to 15 months. If the Performance Date is extended, the Authority shall send written notice of the extension to the Albemarle County Executive, the Company, the Fluvanna County Administrator, and the Secretary of Agriculture and Forestry. The date to which the Performance Date has been extended hereunder shall be the “Performance Date” for the purposes of this Agreement.

“Targets” means the Company’s (i) purchase of a mobile honey-processing trailer and related equipment (the “Trailer”); (ii) expenditure of at least \$39,000.00 for the Trailer; (iii) placement of the Trailer into commercial operation in Albemarle County and Fluvanna County during the time between the Grant Award Date and the Performance Date, (iv) verification of items (i) through (iii) to the satisfaction of the Authority, Fluvanna County, and VDACS, and (v) satisfaction of the AFID Infrastructure Grant Program guidelines and other documents incorporated into this Agreement by reference.

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

Section 2. Targets.

The Company must meet all Targets on or before the Performance Date.

Section 3. Disbursement of AFID Infrastructure Grant and Local Match Grant.

Upon the Company verifying in writing its purchase of the Trailer and the Authority's satisfaction that the Company has placed the Trailer into operation in Albemarle County and Fluvanna County, the Authority will disburse \$6,500.00 of its Match Grant to the Company within 30 days after receiving the written verification, will advance an additional \$26,000 to the Company within 30 days of receiving the written verification in anticipation of VDACS fully reimbursing such payment, will request disbursement of the AFID Grant to it from VDACS according to its agreement with VDACS and pursuant to the AFID Infrastructure Grant Guidelines, will invoice Fluvanna County for \$6,500.00 for Fluvanna's Match Grant, and will disburse the Match Grant funds received from Fluvanna County within 30 days after receiving such funds.

The Company will cooperate fully with the Authority in providing documentation needed to complete all reports VDACS requires for the AFID Infrastructure Grant.

Section 4. Company Reporting.

The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Authority, Fluvanna County, and VDACS of the Company's satisfaction of the Targets. Such reports will be provided to the Authority in sufficient time for the Authority to file with VDACS before the Performance Date.

The Authority and Company agree to retain all books, records, data, and other documents relative to this agreement for a period of three (3) years after the end of this agreement, or until audited by the Commonwealth of Virginia, whichever is sooner. VDACS and its authorized agents, and/or state auditors (both the Auditor of Public Accounts and/or VDACS Internal Auditor) shall have full access to and the right to examine any of said materials and records relating to this agreement during this period.

Section 5. Verification of Targets.

(a) *Verification of Capital Investment:* The Company must submit to the Authority invoices and receipts verifying the purchase of the equipment for at least \$39,000 and must permit the Authority access to the Company's production facility to verify the equipment's commercial use and operation. The Company agrees to submit all other information requested or required by VDACS to enable the Authority to satisfy the AFID Grant reporting requirements.

Section 6. Repayment Obligation.

(a) *Repayment of VDACS Grant:* If VDACS cancels the AFID Grant or refuses to reimburse the Authority through no fault of the Authority, then the Company will repay the Authority the advanced AFID Grant funds (\$26,000.00), such repayment being due

from the Company to the Authority within 90 days of the Performance Date or the date VDACS notifies the Authority of cancellation or refusal to pay.

(b) *Repayment for Cessation of Operation or Conveyance of Trailer:* At either the Authority's or Fluvanna County's discretion, if the Company ceases to operate the Trailer in Albemarle County or Fluvanna County for mobile honey processing purposes or sells or conveys the Trailer or any equipment purchased with AFID Infrastructure Grant and Local Match Funds, then the Authority or Fluvanna County may demand a repayment of Local Match Funds according to the following schedule:

- i. If the reason for the demand occurs before December 31, 2025, then the Company must repay \$13,000.00;
- ii. If the reason for the demand occurs before December 31, 2026, then the Company must repay \$6,500.00; and
- iii. If the reason for the demand occurs before December 31, 2027, then the Company must repay \$3,250.00.

Any repayment required under this section must be made by the Company within 90 days of the demand date. The Authority and Fluvanna County will share equally any repaid Local Match funds.

(c) *Failure to Repay:* If the Company fails to repay any Grant funds following a determination of its liability for repayment pursuant to this Section 6, the Authority may undertake legal collection procedures and the Company shall be liable to pay interest, administrative charges, attorney fees, and other applicable fees.

Section 7. 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:

Siller Pollinator Company LLC
1224 Paynes Landing Road
Scottsville, VA 24590
Attention: Allison Wickham

if to the Authority, to:

Donald D. Long, Chair
Economic Development Authority
401 McIntire Road
Charlottesville, VA 22902

OR

via email to:
economicdevelopmentauthority@albemarle.org

if to Fluvanna County, to:
Eric Dahl, County Administrator
Post Office Box 540
Palmyra, VA 22963

with a copy to:

Siller Pollinator Company LLC
1224 Paynes Landing Road
Scottsville, VA 24590
Attention: Allison Wickham

with a copy to:

Emily Kilroy, Interim Director
Economic Development Office
401 McIntire Road
Charlottesville, VA 22902

OR

via email to:
economicdevelopment@albemarle.org

with a copy to:
Jennifer Schmack, Economic
Development Coordinator
Post Office Box 540
Palmyra, VA 22963
OR via email to:
jschmack@fluvannacounty.org

Section 8. Miscellaneous.

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the AFID Grant and the Local Match Grant 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 Authority, Fluvanna County, and the Secretary of Agriculture and Forestry.

(b) *Governing Law; Venue; Attorney's Fees and Costs:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Albemarle County General District Court or the Albemarle County Circuit Court and such litigation shall be brought only in such courts. If the Authority files suit against the Company for any reason arising out of this Agreement, the Company shall be liable for attorney's fees and costs.

(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.

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement.

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

By _____
Donald D. Long
Chair

Date:

Approved as to form:

County Attorney for the Authority

**COUNTY OF FLUVANNA,
VIRGINIA**

By _____
Eric Dahl
County Administrator

Date:

Approved as to form:

Fluvanna County Attorney

**SILLER POLLINATOR COMPANY
LLC**

By _____
Allison Wickham
Sole Member and Manager

Date:

DRAFT