FAIRFAX COUNTY
BOARD OF SUPERVISORS
March 17, 2026

AGENDA

9:30		Presentations
9:30		Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
9:30		Report on General Assembly Activities
10:00		Matters Presented by Board Members
10:00		Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1		Supplemental Appropriation Resolution AS 26172 for Fairfax County to Accept Grant Funding from Virginia Department of Agriculture and Consumer Services, Governor's Agriculture and Forestry Industries Development Fund for Future Acres Urban Farming (Springfield District)
2		Authorization to Advertise Publication of the FY 2027 Budget and Required Tax Rates, the FY 2027 Effective Tax Rate Increase, the Advertised Capital Improvement Program for Fiscal Years 2027-2031 (with Future Fiscal Years to 2036), and Notice of Associated Public Hearings
3		Authorization to Advertise a Public Hearing to Amend the Current Appropriation Level in the FY 2026 Revised Budget Plan
4		Authorization to Advertise a Public Hearing to Amend and Readopt Chapter 127 of The Code of the County of Fairfax, Virginia, Relating to the Commercial Property Assessed Clean Energy and Resiliency Program
5		Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon a Portion of Boston Boulevard (Mount Vernon District)
6		Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon a Portion of Banting Drive (Braddock District)
7		Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish a Revitalization and Redevelopment Economic Incentive Program

FAIRFAX COUNTY
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ADMINISTRATIVE ITEMS (continued)

8 Authorization to Advertise a Public Hearing for the Contraction of North Chambliss Area 1 Sanitary District to Remove Refuse/Recycling and Vacuum Leaf Collection Service (Mason District)

9 Authorization to Advertise a Public Hearing for the De-Creation/Re-Creation of Champion Oak Court Area Sanitary District to Remove Vacuum Leaf Collection Service (Mason District)

10 Authorization to Execute a Revision to the Project Administration Agreement with the Virginia Department of Transportation for the Braddock Road Multimodal Improvements Phase 1 Project - Southampton Drive to Ravensworth Road (Braddock and Mason Districts)

ACTION ITEMS

1 Approval of a Resolution to Extend the Cable Franchise Term of CoxCom, LLC

2 Approval of a Resolution to Extend the Cable Franchise Term of Comcast Cable Communications Management, LLC

3 Approval of a Resolution to Extend the Cable Franchise Term of Verizon Virginia LLC

4 Approval of the Reciprocal Agreement Between the Virginia Department of State Police and Fairfax County During the Police Unity Tour

5 Approval of Water Tower and Metro Station Obelisk Signs in Tysons (Providence District)

CONSIDERATION ITEMS

1 Adoption of Resolutions Dissolving the Coordinating Council on Aging and Adults with Disabilities, the Youth Basketball Council Advisory Board and the A. Heath Onthank Memorial Award Selection Committee

FAIRFAX COUNTY
BOARD OF SUPERVISORS
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CONSIDERATION ITEMS (continued)

2	Approval of Amendments to the Child Care Advisory Council Bylaws

CLOSED SESSION

Closed Session

PUBLIC HEARINGS

3:30	Public Hearing on SEA-85-M-086-03 (Radley Management, LLC) (Mason District) (Concurrent with PCA-2020-MA-012 (RZPA-2024-MA-00046))
3:30	Public Hearing on PCA-2020-MA-012 (RZPA-2024-MA-00046) (Radley Management, LLC) (Mason District) (Concurrent with SEA-85-M-086-03)
3:30	Public Hearing on RZ-2025-DR-00016 (Beverly & Elm Development, LLC) (Dranesville District)
3:30	Public Hearing on RZ-2024-SU-00003 (NRP Park Meadow Acquisition LLC and NRP Corporate Point Acquisition LLC) (Sully District) (Concurrent with PCA-78-S-063-15)
3:30	Public Hearing on PCA-78-S-063-15 (NRP Park Meadow Acquisition LLC and NRP Corporate Point Acquisition LLC) (Sully District) (Concurrent with RZ-2024-SU-00003)
3:30	Public Hearing on RZ-2025-DR-00013 (Spring Hill Land, LLC) (Dranesville District)
3:30	Public Hearing on PCA-2003-MV-033-002 (RZPA-2025-MV-00060) (Board of Supervisors of Fairfax County, Virginia) (Mount Vernon District)
3:30	Public Hearing on Proposed Plan Amendment SSPA 2023-IV-4S (Boston Boulevard – Costco) (Mount Vernon District) (Concurrent with RZ-2023-MV-00023/ PCA C-526-03/SE-2023-MV-00045)

FAIRFAX COUNTY
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PUBLIC HEARINGS (continued)

3:30	Public Hearing on RZ-2023-MV-00023 (Costco Wholesale Corporation) (Mount Vernon District) (Concurrent with PCA C-526-03, SE-2023-MV-00045 and Plan Amendment SSPA 2023-IV-4S)
3:30	Public Hearing on PCA C-526-03 (Costco Wholesale Corporation) (Mount Vernon District) (Concurrent with RZ-2023-MV-00023, SE-2023-MV-00045 and Plan Amendment SSPA 2023-IV-4S)
3:30	Public Hearing on SE-2023-MV-00045 (Costco Wholesale Corporation) (Mount Vernon District) (Concurrent with RZ-2023-MV-00023, PCA C-526-03 and Plan Amendment SSPA 2023-IV-4S)
3:30	Public Hearing on SE-2025-HM-00001 (Comstock Reston Station Holdings LC) (Hunter Mill District)
3:30	Public Hearing on RZ-2025-FR-00005 (Franconia Development Partners, LLC) (Franconia District)
4:00	Public Hearing on a Proposed Zoning Ordinance Amendment Re: Large-Scale Battery Energy Storage Systems
4:00	Public Hearing on a Proposed Zoning Ordinance Amendment Re: Congregate Living Facilities
4:00	Public Hearing on the Proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027
4:00	Public Hearing on, and Approval of, the Proposed Sale of Sewer Revenue Bonds, 2026A and Sewer Revenue Refunding Bonds, Series 2026B
4:00	Public Hearing on the Sale of a portion of County-Owned Property at 3721 Stonecroft Boulevard to SCG Global Holdings, L.L.C. (Sully District)
4:00	Public Comment

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
March 17, 2026

9:30 a.m.

PRESENTATIONS

RESOLUTION — To recognize the Fairfax Stars basketball program on its 30th Anniversary. Requested by Chairman McKay.

RESOLUTION — To recognize the Omicron Theta Zeta Chapter of Zeta Phi Beta Sorority, Inc. in celebration of its 30 years of community service. Requested by Chairman McKay and Supervisor Lusk.

RESOLUTION — To celebrate the 50th anniversary of the County's Master Gardeners Program. Requested by Chairman McKay.

PROCLAMATION — To designate March 9 – 14, 2026, as Flood Awareness Week in the County. Requested by Chairman McKay.

PROCLAMATION — To designate April 2026 as Child Abuse Prevention Month in the County. Requested by Chairman McKay and Supervisor Palchik.

STAFF:
Tony Castrilli, Director, Office of Public Affairs
Jeremy Lasich, Office of Public Affairs
Imtiaz Ali, Office of Public Affairs

Board Agenda Item
March 17, 2026

9:30 a.m.

Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups

ENCLOSED DOCUMENTS:
Attachment 1: Appointments to be heard March 17, 2026

STAFF:
Jill G. Cooper, Clerk for the Board of Supervisors

NOTE: This document is current as of March 9, 2026. The final document – as approved by the Board of Supervisors - will be included in the final board package that is posted to the website the day following the meeting.

APPOINTMENTS TO BE HEARD MARCH 17, 2026
(ENCOMPASSING VACANCIES PROJECTED THROUGH APRIL 30, 2026)
(Unless otherwise noted, members are eligible for reappointment)

DRAFT

A. HEATH ONTHANK MEMORIAL AWARD SELECTION COMMITTEE (1-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Clifford L. Fields; appointed 2/09-1/20 by Bulova) Term exp. 1/21 *Resigned*	At-Large Chairman's Representative		McKay	At-Large Chairman's
Kerrie Wilson (Appointed 2/24 by Bierman) Term exp. 1/25	Dranesville District Representative		Bierman	Dranesville
Wesley Speer (Appointed 1/25 by Storck) Term exp. 1/26	Mount Vernon District Representative		Storck	Mount Vernon
Ernestine Heastie (Appointed 1/25 by Palchik) Term exp. 1/26	Providence District Representative		Palchik	Providence

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A. HEATH ONTHANK MEMORIAL AWARD SELECTION COMMITTEE (1-year term)
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Philip Rosenthal; appointed 1/92-1/25 by Herrity) Term exp. 1/26 *Deceased*	Springfield District Representative		Herrity	Springfield

ADVISORY SOCIAL SERVICES BOARD (4-year terms – limited to 2 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Jessica DuBois; appointed 5/24 by Walkinshaw) Term exp. 9/25 *Resigned*	Braddock District Representative		Sizemore Heizer	Braddock
VACANT (Formerly held by Ben Zuhl; appointed 12/21 by Foust) Term exp. 9/25 *Resigned*	Dranesville District Representative		Bierman	Dranesville

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AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Richard N. Rose (Appointed 7/97-4/01 by Hanley; 9/05-5/09 by Connolly; 6/13-6/17 by Bulova) Term exp. 5/21	Builder (Multi-Family) Representative		By Any Supervisor	At-Large
James H. Scanlon (Appointed 6/93-5/17 by Bulova) Term exp. 5/21	Engineer/Architect/ Planner #1 Representative		By Any Supervisor	At-Large
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 5/06 by Connolly) Term exp. 5/10 *Resigned*	Lending Institution Representative		By Any Supervisor	At-Large
Francis C. Steinbauer (Appointed 8/02-5/18 by Hudgins) Term exp. 5/22	Non-Profit Housing Representative		By Any Supervisor	At-Large

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AFFORDABLE HOUSING ADVISORY COUNCIL (AHAC) (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Jeremy Allen (Appointed 6/23 by Gross) Term exp. 6/25	Mason District Representative		Jimenez	Mason
VACANT (Formerly held by Keary Kincannon; appointed 6/23 by Storck) Term exp. 6/25 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon

CONFIRMATION NEEDED:

- Ms. Hillary Hogan as the Advisory Social Services Board Representative

AGRICULTURAL AND FORESTAL DISTRICT ADVISORY BOARD
(Serves at the pleasure of the Board)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Mariette Newcomb; appointed 2/88 by Richards) *Resigned*	Farmer #2 Representative		By Any Supervisor	At-Large

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ALCOHOL SAFETY ACTION PROGRAM LOCAL POLICY BOARD (ASAP) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Ronald Boggio (Appointed 5/22 by McKay) Term exp. 10/23	At-Large #1 Representative		By Any Supervisor	At-Large
Grant J. Nelson (Appointed 10/95-5/01 by Hanley; 6/04-9/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #2 Representative		By Any Supervisor	At-Large
Darren Dickens (Appointed 11/96-5/01 by Hanley; 6/04-10/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Linda Perlstein; appointed 11/22 by Alcorn) Term exp. 10/25 *Resigned*	At-Large #6 Representative		By Any Supervisor	At-Large

ANIMAL SERVICES ADVISORY COMMISSION (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Diane D'Arcy (Appointed 3/08-2/24 by Foust) Term exp. 2/26	Dranesville District Representative		Bierman	Dranesville

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ARCHITECTURAL REVIEW BOARD (3-year terms)

NOTE: Members shall be appointed by the Board as follows: At least two (2) members shall be certified architects; one member shall be a landscape architect authorized to practice in Virginia; one member shall be a lawyer with membership in the Virginia Bar; six (6) members shall be drawn from the ranks of related professional groups such as archaeologists, historians, lawyers, and real estate brokers.

Incumbent History	Requirement	Nominee	Supervisor	District
Kaye Orr (Appointed 6/18-9/21 by Gross) Term exp. 9/24	Related Professional Group #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Ali A. Sohanghpurwala; appointed 9/23 by Smith) Term exp. 9/24 *Resigned*	Related Professional Group #2 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Marc Fernandes; appointed 10/20-1/22 by McKay) Term exp. 12/23 *Resigned*	Diversity-At-Large Principal Representative		By Any Supervisor	At-Large
Ian Harper (Appointed 10/23 by Foust) Term exp. 3/25	Dranesville District Principal Representative		Bierman	Dranesville

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ATHLETIC COUNCIL (2-year terms)
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Incumbent History	Requirement	Nominee	Supervisor	District
Brian Luwis (Appointed 7/19-6/21 by Foust) Term exp. 3/23	Dranesville District Alternate Representative		Bierman	Dranesville
Katherine Quinn (Appointed 5/24 by McKay) Term exp. 3/26	Member-At-Large Principal Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Hillary Richardson; appointed 9/20-6/22 by Alcorn) Term exp. 6/24 *Resigned*	Women's Sports Alternate Representative		By Any Supervisor	At-Large

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BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Ken Balbuena; appointed 7/20-8/22 by McKay) Term exp. 6/23 *Resigned*	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Barbara Glakas; appointed 1/12-6/19 by Foust) Term exp. 6/21 *Resigned*	Dranesville District Representative		Bierman	Dranesville
VACANT (Formerly held by Nancy Hall; appointed 6/24 by Jimenez) Term exp. 6/25 *Resigned*	Mason District Representative		Jimenez	Mason
VACANT (Formerly held by Diana Maria Rhodes; appointed 7/23-6/24 by Smith) Term exp. 6/25 *Resigned*	Sully District Representative		Smith	Sully

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BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4-year terms)
NOTE: No official, technical assistant, inspector or other employee of the Department of Public Works and Environmental Services, Department of Planning and Development, or Fire and Rescue Department shall serve as a member on this Board.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Amado Fernandez; appointed 6/16-2/23 by Smith) Term exp. 2/27 *Resigned*	Alternate #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Michael Sanio; appointed 2/23 by Alcorn) Term exp. 2/27 *Resigned*	Alternate #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Daren Shumate; appointed 2/16-7/20 by Gross) Term exp. 2/24 *Resigned*	Design Professional #5 Representative		By Any Supervisor	At-Large

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CATHY HUDGINS COMMUNITY CENTER ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Maria Jimenez; appointed 7/25 by Alcorn) Term exp. 4/26 *Resigned*	Fairfax County #1 Representative		By Any Supervisor	At-Large
Bavi Sadayappan (Appointed 8/26 by Alcorn) Term exp. 4/26	Fairfax County #3 Representative	**Bavi Sadayappan** (Alcorn)	By Any Supervisor	At-Large
Alexandra Rossi (Appointed 1/24 by Alcorn) Term exp. 4/26	Fairfax County #5 Representative	**Alexandra Rossi** (Alcorn)	By Any Supervisor	At-Large
Yasmin Aquino (Appointed 3/24 by Alcorn) Term exp. 4/26	Fairfax County #6 Representative	**Yasmin Aquino** (Alcorn)	By Any Supervisor	At-Large
VACANT (Formerly held by Maryam Ovissi; appointed 3/21-5/23 by Alcorn) Term exp. 4/25 *Resigned*	Fairfax County #7 Representative		By Any Supervisor	At-Large
Caren Anton (Appointed 3/22-3/24 by Alcorn) Term exp. 4/26	Fairfax County #8 Representative	**Caren Anton** (Alcorn)	By Any Supervisor	At-Large

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CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS
(2-year terms - limited to 3 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Greg Dercach (Appointed 1/22 by Gross; 1/24 by Jimenez) Term exp. 9/25	At-Large #3 Representative		By Any Supervisor	At-Large

CHESAPEAKE BAY PRESERVATION ORDINANCE EXCEPTION REVIEW COMMITTEE (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Anne Kanter; appointed 9/11-10/18 by Bulova) Term exp. 9/23 *Resigned*	At-Large #1 Representative		McKay	At-Large Chairman's
VACANT (Formerly held by David W. Schnare; appointed 11/10-9/23 by Herrity) Term exp. 9/27 *Resigned*	Springfield District Representative		Herrity	Springfield

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CHILD CARE ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Samantha Teegarden (Appointed 6/25 by McKay) Term exp. 2/26	At-Large Chairman's Representative		McKay	At-Large Chairman's
Thomas Fitzpatrick (Appointed 12/24 by Storck) Term exp. 9/25	Mount Vernon District Representative		Storck	Mount Vernon

CIVIL SERVICE COMMISSION (2-year terms)

NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a minority group.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Janice Hill; appointed 12/21 by Gross; 6/24 by Jimenez) Term exp. 12/25 *Deceased*	At-Large #9 Representative		By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Lynn Blandford; appointed 10/25 by Storck) Term exp. 10/28 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon

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COMMUNITY ACTION ADVISORY BOARD (CAAB) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Philip Rosenthal; appointed 1/01-3/24 by Herrity) Term exp. 2/27 *Deceased*	Springfield District Representative		Herrity	Springfield
VACANT (Formerly held by Kevin Hickerson; appointed 3/22 by Smith) Term exp. 2/25 *Resigned*	Sully District Representative		Smith	Sully

CONSUMER PROTECTION COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Dennis Kirk (Appointed 6/98-8/22 by Gross) Term exp. 7/25	Fairfax County Resident #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Paul Svab; appointed 11/21-7/24 by Herrity) Term exp. 7/27 *Resigned*	Fairfax County Resident #11 Representative		By Any Supervisor	At-Large

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CONTINUUM OF CARE BOARD (CoC) (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	Dranesville District Representative		Bierman	Dranesville
Ruth Pearson (Appointed 9/23 by Smith) Term exp. 6/25	Sully District Representative		Smith	Sully

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Herbert Kemp (Appointed 12/21 by Foust) Term exp. 11/24	Dranesville District Representative		Bierman	Dranesville
Ricardo E. Coleman (Appointed 9/16-3/21 by Gross) Term exp. 3/24	Mason District Representative		Jimenez	Mason

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DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT ADVISORY BOARD, PHASE II (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Richard Fernicola; appointed 1/22 by McKay) Term exp. 1/24 *Resigned*	BOS At-Large #6 Representative		By Any Supervisor	At-Large

ENGINEERING STANDARDS REVIEW COMMITTEE (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 5/18 by Bulova) Term exp. 3/21 *Resigned*	Citizen #4 Representative		By Any Supervisor	At-Large

ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by James Albright; appointed 2/25 by Jimenez) Term exp. 1/27 *Resigned*	Mason District Representative		Jimenez	Mason

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FAIRFAX AREA DISABILITY SERVICES BOARD
(3-year terms - limited to 2 full terms)

NOTE: Members may be reappointed after being off the Board for three years. State Code requires that the membership in the local disabilities board include at least 30 percent representation by individuals who have physical, visual, or hearing disabilities or their family members. For this 15-member board, the minimum number for this representation would be five members.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Courtney Cezair Mayers; appointed 6/21 by Foust) Term exp. 11/24 *Resigned*	Dranesville District Representative		Bierman	Dranesville
Deborah K. Hammer (Appointed 3/16-1/20 by Storck) Term exp. 11/22 ***Not eligible for reappointment***	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Michael Ritter; appointed 6/22 by Herrity) Term exp. 11/24 *Resigned*	Springfield District Representative		Herrity	Springfield
VACANT (Formerly held by Bryan Scrafford; appointed 9/23-11/24 by Smith) Term exp. 11/27 *Resigned*	Sully District Representative		Smith	Sully

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FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
(3-year terms – limited to 3 full terms)

NOTE: In accordance with *Virginia Code* Section 37.2-501, "prior to making appointments, the governing body shall disclose the names of those persons being considered for appointment." Members can be reappointed after 1-year break from initial 3 full terms, VA Code 37.2-502.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Alisha Keirstead; appointed 6/24 by Storck) Term exp 6/28 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon

HEALTH SYSTEMS AGENCY BOARD (3-year terms - limited to 2 full terms)

NOTE: Members may be reappointed after a 1-year break

Incumbent History	Requirement	Nominee	Supervisor	District
Lydia Lawrence (Appointed 2/22 by Foust) Term exp. 6/24	Consumer #5 Representative		By Any Supervisor	At-Large
Bridget Jennison (Appointed 5/22 by Walkinshaw) Term exp. 6/24	Provider #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Magalie Emile-Backer; appointed 1/19-6/21 by Storck) Term exp. 6/24 *Resigned*	Provider #2 Representative		By Any Supervisor	At-Large

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HEALTH SYSTEMS AGENCY BOARD (3-year terms - limited to 2 full terms)
NOTE: Members may be reappointed after a 1-year break
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Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Maria Zlotnick; appointed 6/20 by Alcorn) Term exp. 6/25 *Resigned*	Provider #4 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3-year terms)
NOTE: The Commission shall include at least one member who is a resident from each District.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Joseph Imamura; appointed 7/23 by McKay) Term exp. 12/24 *Resigned*	Architect Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Jenee Lindner; appointed 12/21-1/25 by Herrity) Term exp. 12/27 *Resigned*	Citizen #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Steve Sherman; appointed 9/21 by Lusk) Term exp. 12/23 *Resigned*	Citizen #9 Representative		By Any Supervisor	At-Large

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HISTORY COMMISSION (3-year terms)
NOTE: The Commission shall include at least one member who is a resident from each District.
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Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Philip Wilkerson; appointed 8/25 by McKay) Term exp. 12/27 *Resigned*	Citizen #10 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Lynne Garvey-Hodge; appointed 12/21 by Gross) Term exp. 12/24 *Resigned*	Historian #1 Representative		By Any Supervisor	At-Large

HUMAN RIGHTS COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Meena Bhinge (Appointed 9/21 Walkinshaw) Term exp. 9/24	At-Large #10 Representative		By Any Supervisor	At-Large

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HUMAN SERVICES COUNCIL (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Jane Edmondson; appointed 10/23 by Foust) Term exp. 7/27 *Deceased*	Dranesville District #1 Representative		Bierman	Dranesville
Anthony Santelises (Appointed 7/24 by Palchik) Term exp. 7/25	Providence District #1 Representative		Palchik	Providence
VACANT (Formerly held by Edward Yost appointed 3/23 by Smith) Term exp. 7/27 *Resigned*	Sully District #2 Representative		Smith	Sully

INDUSTRIAL DEVELOPMENT AUTHORITY (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Christopher Glaser; appointed 11/21 by Alcorn) Term exp. 10/25 *Resigned*	At-Large #4 Representative		By Any Supervisor	At-Large

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INFORMATION TECHNOLOGY POLICY ADVISORY COMMITTEE (ITPAC) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Edward Blum; appointed 12/20-1/24 by Palchik) Term exp. 12/26 *Resigned*	Providence District Representative		Palchik	Providence

JUVENILE AND DOMESTIC RELATIONS DISTRICT COURT CITIZENS ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Crystopher Herrera (Appointed 2/22 by Foust) Term exp. 1/24	Dranesville District Representative		Bierman	Dranesville

PARK AUTHORITY (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kiel Stone; appointed 12/22 by Walkinshaw) Term exp. 12/26 *Resigned*	Braddock District Representative		Sizemore Heizer	Braddock

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POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Jay Jupiter (Appointed 2/17-3/22 by Storck) Term exp. 12/25	Citizen At-Large #1 Representative		By Any Supervisor	At-Large

REDEVELOPMENT AND HOUSING AUTHORITY (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Staci Alexander (Appointed 12/20-3/22 by Gross) Term exp. 4/26	Mason District Representative		Jimenez	Mason

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RESTON TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Angela E. Roberts; appointed 9/21 by Alcorn) Term exp. 9/25 *Resigned*	Apartment or Rental Owner Associations Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Margaret Parker; appointed 10/1 by Alcorn) Term exp. 9/25 *Resigned*	Commercial or Retail Ownership #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Peter Henry; appointed 9/21 by Alcorn) Term exp. 9/25 *Resigned*	Commercial or Retail Ownership #3 Representative		By Any Supervisor	At-Large
Michael Shindledecker (Appointed 9/21 by Foust) Term exp. 9/25	Dranesville District Representative		Bierman	Dranesville
VACANT (Formerly held by Stephanie Weber: appointed 8/22 by Alcorn) Term exp. 9/25 *Resigned*	Residential Owners/HOA/Civic Association #3 Representative		By Any Supervisor	At-Large

DRAFT

SMALL BUSINESS COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Luis Lopez Stipes; appointed 1/25 by Storck) Term exp. 12/26 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon

TRAILS, SIDEWALKS AND BIKEWAYS COMMITTEE (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Robert W. Cosgriff (Appointed 1/20-9/24 by Walkinshaw) Term exp. 1/26	Braddock District Representative		Sizemore Heizer	Braddock
Lydia Lawrence (Appointed 9/24 by Bierman) Term exp. 1/26	Dranesville District Representative		Bierman	Dranesville
Erin Partlan (Appointed 12/21-1/24 by Lusk) Term exp. 1/26	Franconia District Representative		Lusk	Franconia
VACANT (Formerly held by Noel Popwell; appointed 3/24 by Herrity) Term exp. 1/26 *Resigned*	Springfield District Representative		Herrity	Springfield

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TRESPASS TOWING ADVISORY BOARD (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Alvin Leach (Appointed 10/10-11/22 by Foust) Term exp. 9/25	Towing #2 Representative		By Any Supervisor	At-Large

TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
William Johnson (Appointed 2/24 by McKay) Term exp. 2/26	Commercial or Retail Ownership #3 Representative		By Any Supervisor	At-Large

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WETLANDS BOARD (5-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kimberly Larkin; appointed 12/22 by Storck) Term exp. 12/27 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Bert Cramer; appointed 1/21-12/21 by Storck) Term exp. 12/26 *Resigned*	Mount Vernon District #2 Representative		Storck	Mount Vernon
VACANT (Formerly held by John Collins; appointed 1/22-12/24 by Storck) Term exp. 12/29 *Resigned*	Mount Vernon District #3 Representative		Storck	Mount Vernon

YOUNG ADULTS ADVISORY COMMITTEE
(2-year terms - limited to 2 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
John Godwin (Appointed 4/25 by Bierman) Term exp. 1/26	Dranesville District Representative		Bierman	Dranesville

Continued on next page

DRAFT

YOUNG ADULTS ADVISORY COUNCIL
(2-year terms - limited to 2 full terms)
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
Zafar Mahnoor (Appointed 1/24 by Storck) Term exp. 1/26 ***Not eligible for reappointment***	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Timothy Klein; appointed 7/25 by Lusk) Term exp. 1/26 *Resigned*	Franconia District Representative		Lusk	Franconia
Neel Daugherty-Shrivastava (Appointed 3/24 by Palchik) Term exp. 1/26	Providence District Representative		Palchik	Providence
Samuel Niner (Appointed 1/22-1/24 by Herrity) Term exp. 1/26 ***Not eligible for reappointment***	Springfield District Representative		Herrity	Springfield
VACANT (Formerly held by Eddy Sandoval; appointed 9/21 by Smith) Term exp. 1/24 *Resigned*	Sully District Representative		Smith	Sully

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NEW BOARD

COUNCIL FOR ECONOMIC OPPORTUNITY (CEO)
(3-year terms - limited to 2 full terms for Voting Members)

CONFIRMATIONS NEEDED:

- Ms. Sheryll Manoj as the At-Large #11 Representative
- Mr. William Trumbull as the At-Large #12 Representative

DRAFT

Board Agenda Item
March 17, 2026

9:30 a.m.

Report on General Assembly Activities

BACKGROUND:
The County's Legislative Program sets the County's state legislative priorities and positions, which connect to the Strategic Plan and the One Fairfax policy, including education, housing, the environment, health and human services, and transportation. In addition to the Legislative Program, County staff review individual bills during the General Assembly session and bring bills to the Legislative Committee of the Board of Supervisors for consideration. As part of this bill review, staff consider the equity implications, local fiscal impact, and potential impacts on local authority as a result of the proposed legislation. The Committee's positions on specific bills are outlined in the memo and tracking chart included in the Committee's report.

ENCLOSED DOCUMENTS:
Documents available online at https://www.fairfaxcounty.gov/boardofsupervisors/, under "2026 Board Legislative Reports," by March 16, 2026.

PRESENTED BY:
Supervisor Andres F. Jimenez, Chairman, Board of Supervisors' Legislative Committee
Bryan J. Hill, County Executive

Board Agenda Item
March 17, 2026

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
March 17, 2026

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
March 17, 2026

ADMINISTRATIVE – 1

Supplemental Appropriation Resolution AS 26172 for Fairfax County to Accept Grant Funding from Virginia Department of Agriculture and Consumer Services, Governor's Agriculture and Forestry Industries Development Fund for Future Acres Urban Farming (Springfield District)

ISSUE:
Board of Supervisors approval of Supplemental Appropriation Resolution AS 26172 for the Fairfax County Department of Economic Initiatives to accept grant funding in the amount of $56,100, including $28,050 in Local Cash Match, from the Virginia Department of Agriculture and Consumer Services (VDACS) on behalf of Future Acres Urban Farming (Future Acres). This funding from the Governor's Agriculture and Forestry Industries Development Fund (AFID Grant) will be used to support Future Acres' expansion of its capacity to compost food waste and convert it into useable agricultural inputs for residents, farmers, nurseries, and livestock operations. The required 50 percent Local Cash Match is available in Fund 30015, Environmental and Energy Program, Project 2G02-041-000, Plastic Bag Tax Projects. The grant period is from February 1, 2026, through January 31, 2028. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements on behalf of the County.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors take the following actions in support of Future Acres Urban Farming's expansion of its capacity to compost food waste and convert it into useable agricultural inputs for residents, farmers, nurseries, and livestock operations.

- Authorize the County Executive to execute the Memorandum of Agreement between the Commonwealth of Virginia and Fairfax County substantially in the form of Attachment 1; and
- Authorize the County Executive to execute a Memorandum of Agreement between Fairfax County and Future Acres substantially in the form of Attachment 2, and any other documents required to fully perform and comply with the terms of the AFID Grant; and

- Approve Supplemental Appropriation Resolution AS 26172 in the amount of $56,100, including $28,050 in Local Cash Match, from the Commonwealth of Virginia's AFID Grant.

TIMING:
Board approval is requested on March 17, 2026, to meet the funding timeline for the Governor's AFID Grant program.

BACKGROUND:
Founded in 2020, Future Acres is a Fairfax County based startup farming enterprise, located at 5918 Heritage Square Drive, Burke, VA 22015. Future Acres is a Green Business Partner, employing two full-time and 10 part-time staff committed to sustainable agriculture and business practices. Future Acres' proprietary business process captures food waste from County residents, businesses, and farmers markets and converts it to compost utilizing Black Soldier Fly Larvae. The resulting product is high-quality frass fertilizer and high protein animal feed. These products are then provided to County residents, farmers, and businesses, creating sustainable agricultural practices. Future Acres serves more than 300 residential customers, two commercial accounts, and 16 farmers' markets with organic waste collection, and processing of up to eight tons of food waste per month, including an existing agreement with the Fairfax County Park Authority to provide these services.

The Department of Economic Initiatives began working with Future Acres in the fall of 2025 on an application for the AFID Grant to help fund the construction and operation of two additional Mobile Compost Command Units to expand operations and increase the processing of food waste from eight to 32 tons per month. The Commonwealth of Virginia announced the successful award on January 16, 2026.

The Commonwealth of Virginia, Fairfax County, and Future Acres will agree to the following criteria for the AFID Grant award, included in the attached Memoranda of Agreement (Attachments 1 and 2).

For the purpose of increasing Future Acres' capacity to compost food waste and provide agricultural products to residents and farmers:

- VDACS will provide funding in the amount of $28,050 from the AFID Grant;
- Fairfax County will provide the required 50 percent Local Cash Match of $28,050 through funding from the Plastic Bag Tax Program; and
- Future Acres will cover the necessary personnel costs estimated at $12,000 and will execute the workplan outlined in the AFID grant application.

To track progress on the workplan, Future Acres will provide an Interim Report within one year after the start of the project and complete the Final Report to Fairfax County and VDACS no later than January 2028.

Use of Plastic Bag Tax Program funds align with Fairfax County's commitment to supporting agricultural enterprises and small-scale manufacturers as a critical and growing part of the economy. In addition, increase of composting will help Fairfax County meet the 90 percent goal of Zero Waste in the community by 2040.

EQUITY IMPACT:
Expanding mobile composting capacity will allow Future Acres Urban Farming, LLC to serve additional farmers markets and locations closer to where residents live, increasing opportunities for community participation in composting and organic waste diversion. By reducing geographic and logistical barriers to recycling food waste, the proposed expansion supports broader engagement in environmentally sustainable practices and contributes to improved local environmental quality. This approach aligns with the One Fairfax Policy, including Area of Focus #9, by strengthening an inclusive and sustainable local food system, and Areas of Focus #11 and #12, by promoting equitable access to environmental and economic benefits while supporting a healthy and sustainable natural environment countywide.

FISCAL IMPACT:
VDACS has awarded an AFID Grant in the amount of $56,100, including $28,050 in Local Cash Match, to the County which will be made available to Future Acres. Fairfax County will provide the 50 percent Local Cash Match in the amount of $28,050 from Fund 30015, Environmental and Energy Program, Project 2G02-041-000, Plastic Bag Tax Projects. The use of the Plastic Bags Tax Projects revenue to meet the match requirement was approved by the Office of Environmental and Energy Coordination on January 30, 2026. This grant does not allow the recovery of indirect costs. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2026.

CREATION OF NEW POSITIONS:
There are no new grant positions associated with this award.

Board Agenda Item
March 17, 2026

ENCLOSED DOCUMENTS:
Attachment 1: Memorandum of Agreement between Commonwealth of Virginia and Fairfax County
Attachment 2: Memorandum of Agreement between Fairfax County and Future Acres Urban Farming
Attachment 3: Supplemental Appropriation Resolution AS 26172

STAFF:
Jennifer Miller, Deputy County Executive
Rebecca Moudry, Director, Department of Economic Initiatives (DEI)
JoAnne Fiebe, Division Manager, DEI
Vance Zavela, Partnership Developer, DEI

ASSIGNED COUNSEL:
Richard F. Dzubin, Assistant County Attorney

MEMORANDUM OF AGREEMENT

Contract # 2026-02-05

Future Acres Accelerated Composting System (FAACS)

This Agreement is hereby entered into this 1st day of February, 2026 by Fairfax County, hereinafter referred to as Awardee, and the Virginia Department of Agriculture & Consumer Services, an agency of the Commonwealth of Virginia, hereinafter referred to as Agency.

WITNESSETH that Awardee and Agency, in consideration of the mutual covenants, promises, and agreements contained herein, agree as follows:

1. Scope of Services:

Awardee shall be responsible for developing and delivering those actions and results included in the workplan proposed in its grant application (including any amendments/changes proposed by Agency), which is hereby made a part of this Agreement. The approved workplan is attached as Exhibit A.

2. Period of Performance:

The agreement shall run from February 1, 2026 through January 31, 2028, unless a written request to extend the Agreement is submitted by Awardee and approved by Agency. Agency shall not provide reimbursement for any expenses incurred after January 31, 2028 unless agreed to in writing by Awardee and Agency.

3. Reimbursement:

Agency will provide Awardee a total of up to $28,050 in reimbursement expenses. Of this amount, 75 percent ($21,037.50) will be reimbursed upon receipt of a valid invoice; the Awardee shall use the invoice template, which is attached as Exhibit B. Each invoice from Awardee must include a description as to how the expenditures submitted for reimbursement are related to the approved project workplan. The remaining 25 percent ($7,012.50) will be reimbursed upon receipt and approval of the final report and invoice by Agency at the end of the project, unless an alternative reimbursement process is requested in writing by Awardee and agreed to by Agency. Payment by Agency will be made within 30 days of approval of the invoice. In addition, as required in the guidelines established for the Governor's Agriculture and Forestry Industries Development Fund Planning Grant program, which are incorporated by reference into this Agreement, Awardee shall repay to Agency all previously reimbursed funds should Agency determine that the invoices were for services or equipment that were never purchased.

4. **Budget for Approved Workplan:**

Budget Items	AFID funds	Cash from Locality	In-Kind from Locality	Other Cash	Other In-Kind	TOTAL
Personnel						
Fringe						
Travel						
Construction/Renovation	$12,850	$12,850				$25,700
Supplies/Materials	$9,200	$9,200				$18,400
Contractual	$6,000	$6,000				$12,000
Other						
Totals	**$28,050**	**$28,050**				**$56,100**

Agency retains the authority to audit the source of all matching funds.

5. **Travel:**

All travel reimbursements requested by Awardee must be in accordance with the current Virginia Department of Accounts State Travel Regulations. The current link to these regulations is:
http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics_Cardinal/20335-2015-Dec.pdf

6. **Audit Requirements:**

Awardee shall retain all books, records, and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

7. **Site Visits:**

Agency and/or its authorized representatives have the right, at all reasonable times, to make site visits to review project accomplishments and management control systems, and to provide such technical assistance as may be required.

8. **Withholding Payment:**

Agency reserves the right, upon written notice to Awardee, to withhold future payments after a specified date if Awardee fails to comply with any of the conditions of this Agreement. Agency also reserves the right, at Agency's discretion, to withhold payment until Awardee submits additional documentation evidencing how the expenditures submitted relate to the approved workplan.

9. Cancellation of Agreement:

Agency reserves the right, upon written notice to Awardee, to terminate the Agreement at any time if Agency determines that Awardee failed to comply with any of the conditions of this Agreement. Termination of the Agreement by Awardee may occur, but only upon submittal of a written request for termination by Awardee, and approval of such termination by Agency.

10. Reporting Requirements:

Awardee is required to submit an interim report by January 31, 2027. In addition, Awardee is required to submit a final report and budget close-out form no later than January 31, 2028. The templates for these documents are attached as Exhibit C.

11. Revision of Scope or Objectives:

Awardee must submit a written request for approval by Agency to modify the workplan attached as Exhibit A. Such written request shall include a justification for the workplan change, a description of the revisions proposed, and any budget revisions, if applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

For: Fairfax County, VA	**For: Virginia Department of Agriculture and Consumer Services**
By: _____	_____
(Signature in Ink)	(Signature in Ink)
	Charles Green, Commissioner
Name. Title	
_____	_____
(Date Signed)	(Date Signed)

MEMORANDUM OF AGREEMENT

Future Acres Accelerated Composting System (FAACS)

This Agreement is hereby entered into this ___ day of February, 2026 by Fairfax County ("County"), and Future Acres Urban Farming, LLC ("Future Acres").

WITNESSETH that the County and Future Acres, in consideration of the mutual covenants, promises, and agreements contained herein, agree as follows:

1. **Scope:**

   The Virginia Department of Agriculture & Consumer Services, an agency of the Commonwealth of Virginia ("Agency"), has awarded the County with a Governor's Agriculture and Forestry Industries Development Fund Infrastructure Grant ("Grant") pursuant to the terms of an agreement ("Grant Agreement") between the parties attached as Appendix 1. The Grant Agreement identifies Future Acres as a beneficiary of Grant funds for its Future Acres Accelerated Composting System (FAACS). Future Acres hereby acknowledges and adopts as its own the representations set forth in Exhibit A of the Grant Agreement, including but not limited to the project description, eligibility statements, budget, work plan, metrics and outcomes. Future Acres shall be responsible for developing and delivering those actions and results included in Exhibit A of the Grant Agreement (including any amendments/changes proposed by the County or Agency), which is hereby made a part of this Agreement.

2. **Period of Performance:**

   The agreement shall run from February 1, 2026 through January 31, 2028, unless a written request to extend the Agreement is submitted by Future Acres and approved by the County and the Agency. The County shall not provide or facilitate reimbursement for any expenses incurred after January 31, 2028, unless agreed to in writing by the County and Agency.

3. **Reimbursement:**

   Reimbursement for approved project expenditures is governed by the Grant Agreement between the Agency and the County attached as Appendix 1. Future Acres will cooperate with the County to timely provide all information and documents necessary to comply with the reimbursement requirements of the Grant Agreement. Each invoice submitted for reimbursement must include a description of how the expenditures are related to the approved project workplan. The County will reimburse Future Acres for approved project expenditures only after receipt of payment from the Agency. In addition, Future Acres shall repay to the County all

previously reimbursed funds should Agency or the County determine that the invoices were for services or equipment that were never purchased or that Future Acres failed to substantially complete those actions and results included in the workplan included in Exhibit A of the Grant Agreement.

4. Audit Requirements:

Future Acres shall retain all books, records, and other documents relative to this contract for five (5) years after final payment. The County, the Agency, or their authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

5. Site Visits:

The County, the Agency and/or their authorized representatives have the right, at all reasonable times, to make site visits to review project accomplishments and management control systems, and to provide such technical assistance as may be required.

6. Withholding Payment:

The County reserves the right, upon written notice to Future Acres, to withhold reimbursement if Future Acres fails to comply with any of the conditions of this Agreement. The County also reserves the right, at the County's discretion, to withhold any reimbursement until Future Acres submits documentation evidencing how the submitted expenditures relate to the approved workplan. All local matching fund reimbursements are subject to appropriations by the Fairfax County Board of Supervisors.

7. Cancellation of Agreement:

The County reserves the right, upon written notice to Future Acres, to terminate the Agreement at any time if the County determines that Future Acres failed to comply with any of the conditions of this Agreement. The County may also terminate this Agreement if, for any reason, the Agency terminates its Grant Agreement with the County (Appendix 1).

8. Reporting Requirements:

The County is required to submit an interim report to the Agency by January 31, 2027. In addition, the County is required to submit a final report and budget close-out form no later than January 31, 2028. Future Acres will cooperate with the County to provide all information and documents necessary for the County to timely complete these reports.

9. Revision of Scope or Objectives:

Future Acres must submit a written request for approval by the County to modify the workplan included in Exhibit A of the Grant Agreement. Such written request shall include a justification for the workplan change, a description of the revisions proposed, and any budget revisions, if applicable. The County has discretion to approve or reject proposed modifications for any reason. In addition, Agency approval of any modifications is required pursuant to the Grant Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

For: Fairfax County, VA	**For: Future Acres Urban Farming, LLC**
By: _____	_____
(Signature in Ink)	(Signature in Ink)
Name.	
Title	
_____	_____
(Date Signed)	(Date Signed)

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 26172

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on March 17, 2026, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2026, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G3030, Department of Economic Initiatives	
Grant:	1300001-2026, AFID Future Acres Urban Farming Grant	$56,100

Reduce Appropriation to:

Agency:	G8787, Unclassified Admin	$56,100
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds:	VA Department of Agriculture and Consumer Services, Fund 30015, Environmental and Energy Program,	$28,050
	Project 2G02-041-000, Plastic Bag Tax Projects,	$28,050

A Copy - Teste:

_____

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
March 17, 2026

ADMINISTRATIVE – 2

Authorization to Advertise Publication of the FY 2027 Budget and Required Tax Rates, the FY 2027 Effective Tax Rate Increase, the Advertised Capital Improvement Program for Fiscal Years 2027-2031 (with Future Fiscal Years to 2036), and Notice of Associated Public Hearings

ISSUE:
Board authorization to advertise the FY 2027 County budget, the tax rates that are proposed to support the FY 2027 budget, the Capital Improvement Program for Fiscal Years 2027-2031, the FY 2027 Effective Tax Rate Increase, and give notice of associated public hearings. Advertising these rates will not prevent the Board from lowering any advertised tax rate, but higher tax rates could not be imposed without advertising such rates.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of the FY 2027 Budget, a real estate tax rate for FY 2027 of $1.1225 per $100 of assessed value, and the associated public hearings. The revenue projections included in the FY 2027 Advertised Budget Plan are based on the current Real Estate Tax rate of $1.1225 per $100 of assessed value. Advertising this rate does not prevent the Board from lowering any advertised tax rate, but a higher tax rate cannot be imposed without having advertised the higher rate. In the advertised budget, a balance of $23,167,079 remains unallocated and is available for the Board's consideration. However, staff continue to monitor state budget action, particularly as it relates to schools, and actions by the federal government.

The total increase in assessed value of existing property is expected to be 3.32 percent. In FY 2027, the assessed value of existing residential real property is expected to increase by 3.99 percent and non-residential property is expected to increase by 0.92 percent. Virginia Code § 58.1-3321 requires that a separate public hearing be held on the effective tax rate if the reassessment of real property results in an increase of one percent or more in the total real property tax levied. Therefore, the County Executive also recommends that the Board authorize advertisement of a public hearing on the effective tax rate.

In addition, the County Executive recommends that the Board authorize advertisement of a public hearing on the FY 2027 – FY 2031 Advertised Capital Improvement Program (With Future Fiscal Years to 2036).

Board Agenda Item
March 17, 2026

Please note that the draft tax resolution to be advertised includes the following recommendations regarding rates for FY 2027.

The following rates are recommended to increase:

- Refuse Collection Services assessment from $610 per household unit to $630 per household unit.
- Refuse Disposal Services assessment from $90 per ton to $98 per ton.
- EMS Transport Fee: (1) a service fee for Basic Life Support transport (BLS) from $750 to $850, (2) from $950 to $1,075 for Advanced Life Support, level 1 transport (ALS1), (3) from $1,175 to $1,325 for Advanced Life Support, level 2 transport (ALS2), and (4) from $18.00 to $20.00 per mile for ground transport mileage.

The following rates are recommended to be advertised with no change:

- Leaf Collection Districts at $0.019 per $100 assessed value.
- Reston Community Center at $0.047 per $100 assessed value.
- McLean Community Center at $0.023 per $100 assessed value.
- Burgundy Village Community Center at $0.020 per $100 assessed value.
- Commercial and Industrial Tax for Transportation at $0.125 per $100 assessed value.
- Special service district for pest infestations at $0.0010 per $100 assessed value.
- Rail to Dulles Phase I Transportation Improvement District Levy at $0.09 per $100 assessed value.
- Rail to Dulles Phase II Transportation Improvement District Levy at $0.14 per $100 assessed value.
- Reston Transportation Service District at $0.021 per $100 of assessed value.
- Route 28 Highway Transportation Improvement District Levy at $0.12 per $100 assessed value.

- Tysons Transportation Service District at $0.05 per $100 assessed value.

- Stormwater Service District Levy at $0.0325 per $100 assessed value.

Also included in the FY 2027 budget advertisement is information as it relates to the Personal Property Tax Relief Act (PPTRA) and the percentage of state "Car Tax" subsidy on qualifying personal property tax levy.

Beginning in tax year 2006, the state "Car Tax" subsidy on qualifying vehicles was "capped" to a statewide total of $950 million. Based on the final report from the state Auditor of Public Accounts, dated February 2006, Fairfax County's share of this $950 million was fixed at 22.2436 percent, or $211,313,944.16. The annual subsidy is frozen at this amount and is factored into the FY 2027 Advertised Budget Plan.

Consistent with a November 21, 2005, Board resolution, the state "Car Tax" funding will provide a 100 percent subsidy of the tax year 2026 levy for qualifying vehicles valued at $1,000 or less and a 100 percent subsidy of the tax year 2026 levy on the value up to $20,000 for vehicles leased by a qualified military service member and/or spouse. Furthermore, the state "Car Tax" funding is estimated to provide a 49.0 percent subsidy of the tax year 2026 levy for all other qualifying vehicles on the value up to $20,000.

Please note that the March 3, 2026, Board Agenda included separate items recommending Board authorization to advertise public hearings for (1) adjustment of the sewer rate; (2) adjustment of the fees charged by Land Development Services for plan review, permits, and inspection services; (3) adjustment of zoning application fees and Planned District recreation minimum expenditure charged by the Department of Planning and Development; and (4) adjustment of the fees charged by the Fire and Rescue Department for Fire Marshal services, including plan review, permits and inspections. Separate public hearings on these fees will be held on Tuesday, April 14, 2026.

TIMING:
Action is requested to be taken on March 17, 2026, to meet the various legal requirements associated with the FY 2027 Budget and Required Tax Rates, the FY 2027 Effective Tax Rate Increase, and the Advertised Capital Improvement Program for Fiscal Years 2027-2031 (With Future Fiscal Years to 2036).

BACKGROUND:
Virginia Code Section 15.2-2506 requires that a public hearing be held on the proposed budget and that notice of the hearings be provided in accordance with Virginia Code Section 15.2-1427.

Virginia Code Section 58.1-3321 requires a public hearing be held when an increase in the real estate tax levy for existing property based on an equalization is greater than one percent. The assessed value of existing real estate is projected to increase 3.32 percent due to equalization, which exceeds the one-percent threshold for that statute. That section requires the publication of a statutory notice prior to the date set for the public hearing.

Therefore, this item requests Board authorization to advertise the following items in accordance with the notification requirements listed above.

- A brief summary of the FY 2027 Budget, including information as it relates to the impact of the Personal Property Tax Relief Act (PPTRA) on the percentage of state "Car Tax" subsidy on qualifying personal property tax levy
- Proposed Tax Rates for tax year 2026
- The effective tax rate notice required by Virginia Code Section 58.1-3321
- Notice of public hearings on the FY 2027 Budget, the Effective Tax Rate, and FY 2027 – FY 2031 Advertised Capital Improvement Program (With Future Fiscal Years to 2036)

In order to meet these legal requirements and hold to the scheduled public hearing dates, the advertisements must be approved no later than March 17, 2026. This will permit the County to adhere to the following budget schedule:

- Public Hearing on the FY 2027 Effective Tax Rate – April 14, 2026. Please note the Public Hearing on the Effective Tax Rate is separate from the Public Hearings on the Budget. However, citizens may speak on the Effective Tax Rate during the Public Hearings on the FY 2027 Budget.
- Public Hearings on the FY 2027 Budget, the FY 2027 – FY 2031 Advertised Capital Improvement Program (With Future Fiscal Years to 2036) and proposed FY 2027 Tax Rates – April 14-16, 2026
- Public Hearings on the *FY 2026 Third Quarter Review* – April 14-16, 2026
- FY 2027 Budget Mark-up and Board Adoption of the *FY 2026 Third Quarter Review* – April 28, 2026
- Board Adoption of Fiscal Plan, Tax Levies, and Appropriation Resolution – May 5, 2026

- School transfer set (required by May 15 or 30 days after the State approves aid to schools)

In addition, it should be noted that for FY 2027 the allowable asset limits associated with the Real Estate Tax Relief Program for the Elderly and Disabled are maintained at the FY 2026 level. In FY 2027, the income limits of the Tax Relief program provide 100 percent exemption for elderly and disabled taxpayers with incomes up to $60,000; 75 percent exemption for eligible applicants with income between $60,001 and $70,000; 50 percent exemption for eligible applicants with income between $70,001 and $80,000; and 25 percent exemption if income is between $80,001 and $90,000. The allowable asset limit in FY 2027 is $400,000 for all ranges of tax relief and that limit does not include the value of the residence of the applicant and five acres of land on which the residence is located and that cannot be subdivided under approved zoning. Relief is granted to a maximum limit of 125 percent of the mean assessed value of all residential properties in Fairfax County as of January 1, 2026. In addition, veterans who have a 100 percent permanent and total disability related to military service, or their surviving spouse, are eligible for full Real Estate Tax exemption on the property and up to 1 acre of land regardless of income and assets.

The Board of Supervisors approved a Real Estate Tax Deferral program for eligible seniors and people with disabilities beginning in FY 2024. To qualify for the program, total combined gross household income from the immediately preceding year may not exceed $100,000. Additionally, the total net worth of applicants and owners may not exceed $500,000, not including the value of the home, its furnishings and the home site, up to five acres of land. The deferred real estate taxes are subject to an annual simple interest at the rate of the prime rate set by the Wall Street Journal plus 1.00 percent per year (not to exceed 8.00 percent in total). The total deferred taxes and accumulated interest may not in aggregate exceed 10 percent of the assessed value of the property and are due to the County upon the sale or transfer of the property and within one year of the date of passing of the eligible applicant.

EQUITY IMPACT:
The County is committed to fostering an inclusive and equitable environment where all individuals have the opportunity to thrive. The Department Management and Budget (DMB) recognizes that budget decisions can significantly impact equity; therefore, the department strives to ensure that financial planning and resource allocation promote fairness and justice. The commitment to equity is reflected in budget priorities outlined by the Board of Supervisors and resource allocation aims to meet these initiatives. Budget development is specifically guided by the following equity goals and principles: accessibility, participation, transparency, and impact assessment. In particular, DMB considers how funding decisions impact populations and places, address causes of inequities and disparities, and are informed by the voice of impacted populations. This

focus on equity creates a more just and inclusive County not only for residents and visitors but also for the County workforce.

FISCAL IMPACT:
The FY 2027 Real Estate Tax rate of $1.1225 per $100 of assessed value results in the revenue projections outlined in the FY 2027 Advertised Budget Plan. Each penny on the Real Estate Tax rate equates to $35,153,077 in General Fund revenue.

ENCLOSED DOCUMENTS:
Attachment I - Brief Synopsis of the FY 2027 Budget
Attachment II - Draft Resolution Adopting Fairfax County Tax Rates for FY 2027
Attachment III - Notice of a Proposed Tax Increase for FY 2027

STAFF:
Bryan Hill, County Executive
Christina Jackson, Chief Financial Officer/Deputy County Executive
Philip Hagen, Director, Department of Management and Budget
Katie Horstman, Deputy Director, Department of Management and Budget
Joe LaHait, Deputy Director, Department of Management and Budget
Jaydeep Doshi, Director, Department of Tax Administration

ASSIGNED COUNSEL:
Patricia McCay, Deputy County Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

In accordance with Virginia law, notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will meet in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia on April 14 at 4:00 P.M. and April 15 and April 16 at 3:00 P.M. The purpose of these meetings is to consider the adoption of an FY 2027 County Budget and to consider such tax rate changes as described therein. A brief synopsis of the FY 2027 Advertised Budget Plan is shown below. Citizens may appear and be heard for and against the following estimates of revenues, expenditures, transfers and surpluses as contained in the FY 2027 Advertised Budget Plan and proposed tax rate changes. Fiscal Year 2027 begins on July 1, 2026, and ends on June 30, 2027.

At the same time, the Board of Supervisors will hear public testimony regarding proposed adoption of the FY 2027– FY 2031 Advertised Capital Improvement Program (With Future Fiscal Years to 2036).

All persons wishing to present their views on these subjects may sign up to be placed on the Speakers List at www.fairfaxcounty.gov/bosclerk/speakers-form, call the Office of the Clerk to the Board at 703-324-3151, or appear and be heard. Copies of the full text of proposed ordinances, plans and amendments, as applicable, as well as other documents relating to the aforementioned subjects, are on file and may be examined at the Office of the Clerk to the Board of Supervisors, Suite 552 of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia.

Fairfax County supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities. Open captioning will be provided in the Board Auditorium. For sign language interpreters or other accommodations, please call the Clerk's Office, 703-324-3151, TTY 711 (Virginia Relay Center) no later than 48 hours before the public hearing. Assistive listening devices will be available at the meeting.

Copies of the FY 2027 Advertised Budget Plan and the FY 2027 – FY 2031 Advertised Capital Improvement Program (With Future Fiscal Years to 2036) are available on the Internet at www.fairfaxcounty.gov/budget.

				TAX REQUIRED				OTHER RESOURCES				
Fund	EXPENDITURES	TRANSFERS OUT	TOTAL EXPENDITURES & TRANSFERS OUT	AMOUNT	FY 2027 RATE	FY 2026 RATE	FY 2025 RATE	OTHER RECEIPTS	TOTAL REVENUE	TRANSFERS IN	TOTAL REVENUE & TRANSFERS IN	APPROPRIATED FROM/(ADDED TO) SURPLUS
GOVERNMENTAL FUNDS												
General Fund Group												
10001 General Fund [1]	$2,196,291,352	$3,766,533,731	$5,962,825,083	$4,521,065,244	1.1225 **a** 4.57 **b**	1.1225 **a** 4.57 **b**	1.125 **a** 4.57 **b**	$1,457,502,071 **c**	$5,978,567,315	$9,356,375	$5,987,923,690	($25,098,607) **d**
10010 Revenue Stabilization	0	0	0	0				8,000,000	8,000,000	0	8,000,000	(8,000,000)
10015 Economic Opportunity Reserve	0	0	0	0				1,000,000	1,000,000	0	1,000,000	(1,000,000) **e**
10020 Consolidated Community Funding Pool	8,743,521	0	8,743,521	0				0	0	8,743,521	8,743,521	0
10030 Contributory Fund	25,861,357	0	25,861,357	0				6,645,815	6,645,815	20,861,357	27,507,172	(1,645,815)
10040 Information Technology	0	0	0	0				0	0	0	0	0
10050 Equipment Replacement	2,000,000	0	2,000,000	0				0	0	2,000,000	2,000,000	0
Total General Fund Group	**$2,232,896,230**	**$3,766,533,731**	**$5,999,429,961**	**$4,521,065,244**				**$1,473,147,886**	**$5,994,213,130**	**$40,961,253**	**$6,035,174,383**	**($35,744,422)**
Debt Service Funds												
20000 Consolidated Debt Service	$398,954,618	$0	$398,954,618	$0				$2,393,600	$2,393,600	$396,561,018	$398,954,618	$0
Capital Project Funds												
30000 Metro Operations and Construction	$102,756,167	$3,990,103	$106,746,270	$0				$43,700,000	$43,700,000	$63,046,270	$106,746,270	$0
30010 General Construction and Contributions	14,881,362	0	14,881,362	0				0	0	14,881,362	14,881,362	0
30015 Environmental and Energy Program	1,300,000	0	1,300,000	0				0	0	1,300,000	1,300,000	0
30020 Infrastructure Replacement and Upgrades	10,000,000	0	10,000,000	0				0	0	10,000,000	10,000,000	0
30030 Library Construction	0	0	0	0				0	0	0	0	0
30040 Contributed Roadway Improvement	0	186,350	186,350	0				186,350	186,350	0	186,350	0
30050 Transportation Improvements	650,000	0	650,000	0				0	0	650,000	650,000	0
30070 Public Safety Construction	0	0	0	0				0	0	0	0	0
30300 Affordable Housing Development and Investment	49,829,288	0	49,829,288	43,940,788 **f**				5,888,500	49,829,288	0	49,829,288	0
30400 Park Authority Bond Construction	0	0	0	0				0	0	0	0	0
S31000 Public School Construction	267,301,679	0	267,301,679	0				231,531,000	231,531,000	42,698,097	274,229,097	(6,927,418) **g**
Total Capital Project Funds	**$446,718,496**	**$4,176,453**	**$450,894,949**	**$43,940,788**				**$281,305,850**	**$325,246,638**	**$132,575,729**	**$457,822,367**	**($6,927,418)**
Special Revenue Funds												
40000 County Transit Systems	$177,820,574	$0	$177,820,574	$0				$93,454,743	$93,454,743	$84,365,831	$177,820,574	$0
40010 County and Regional Transportation Projects	77,185,256	46,867,990	124,053,246	60,575,863	0.125 **h**	0.125 **h**	0.125 **h**	63,477,383	124,053,246	0	124,053,246	0
40030 Cable Communications	11,198,136	4,582,168	15,780,304	0				14,392,739	14,392,739	0	14,392,739	1,387,565
40040 Fairfax-Falls Church Community Services Board	241,680,297	0	241,680,297	0				50,413,040	50,413,040	189,916,165	240,329,205	1,351,092
40045 Early Childhood Birth to 5	36,549,604	0	36,549,604	0				215,960	215,960	36,333,644	36,549,604	0
40050 Reston Community Center	13,551,634	0	13,551,634	10,703,923	0.047 **i**	0.047 **i**	0.047 **i**	1,512,846	12,216,769	0	12,216,769	1,334,865
40060 McLean Community Center	8,525,756	0	8,525,756	6,846,722	0.023 **i**	0.023 **i**	0.023 **i**	1,334,685	8,181,407	0	8,181,407	344,349
40070 Burgundy Village Community Center	51,149	0	51,149	47,501	0.020 **j**	0.020 **j**	0.020 **j**	63,156	110,657	0	110,657	(59,508)
40080 Integrated Pest Management Program	3,790,173	204,498	3,994,671	3,461,401	0.001 **k**	0.001 **k**	0.001 **k**	7,691	3,469,092	0	3,469,092	525,579
40090 E-911	70,628,411	0	70,628,411	0				44,125,131	44,125,131	23,437,470	67,562,601	3,065,810
40100 Stormwater Services	111,332,894	1,729,426	113,062,320	113,062,320	0.0325 **l**	0.0325 **l**	0.0325 **l**	0	113,062,320	0	113,062,320	0
40110 Dulles Rail Phase I Transportation Improvement District	13,554,400	0	13,554,400	14,919,632	0.09 **m**	0.09 **m**	0.09 **m**	0	14,919,632	0	14,919,632	(1,365,232)
40120 Dulles Rail Phase II Transportation Improvement District	9,216,282	0	9,216,282	14,691,049	0.14 **n**	0.14 **n**	0.16 **n**	0	14,691,049	0	14,691,049	(5,474,767)
40125 Metrorail Parking System Pledged Revenues	13,748,587	0	13,748,587	0				7,221,151	7,221,151	6,000,000	13,221,151	527,436
40130 Leaf Collection	4,686,185	95,870	4,782,055	0	0.019 **o**	0.019 **o**	0.019 **o**	4,759,746	4,759,746	0	4,759,746	22,309
40140 Refuse Collection and Recycling Operations	28,826,868	620,980	29,447,848	0	630 **p**	610 **p**	555 **p**	29,189,210	29,189,210	0	29,189,210	258,638
40150 Refuse Disposal	89,078,900	896,398	89,975,298	0	98 **q**	90 **q**	79 **q**	72,874,066 **r**	72,874,066	0	72,874,066	17,101,232
40170 I-95 Refuse Disposal	9,466,936	404,256	9,871,192	0	34.26 **s**	34.57 **s**	32.90 **s**	13,541,019	13,541,019	0	13,541,019	(3,669,827)
40180 Tysons Service District	0	0	0	8,694,312	0.05 **t**	0.05 **t**	0.05 **t**	0	8,694,312	0	8,694,312	(8,694,312)
40190 Reston Service District	0	0	0	2,594,638	0.021 **u**	0.021 **u**	0.021 **u**	0	2,594,638	0	2,594,638	(2,594,638)
40200 Land Development Services	60,989,686	522,982	61,512,668	0				64,538,081	64,538,081	0	64,538,081	(3,025,413)
40300 Housing Trust	1,653,828	0	1,653,828	0				1,653,828	1,653,828	0	1,653,828	0
40400 Park General Operations and Capital	76,793,271	0	76,793,271	0				4,017,836	4,017,836	72,775,435	76,793,271	0
50000 Federal/State Grants	155,154,769	0	155,154,769	0				149,603,666	149,603,666	5,551,103	155,154,769	0

Fund	EXPENDITURES	TRANSFERS OUT	TOTAL EXPENDITURES & TRANSFERS OUT	TAX REQUIRED AMOUNT	TAX REQUIRED FY 2027 RATE	TAX REQUIRED FY 2026 RATE	TAX REQUIRED FY 2025 RATE	OTHER RESOURCES OTHER RECEIPTS	OTHER RESOURCES TOTAL REVENUE	OTHER RESOURCES TRANSFERS IN	OTHER RESOURCES TOTAL REVENUE & TRANSFERS IN	APPROPRIATED FROM/(ADDED TO) SURPLUS
Special Revenue Funds (Cont.)												
50800 Community Development Block Grant	5,733,638	0	5,733,638	0				5,733,638	5,733,638	0	5,733,638	0
50810 HOME Investment Partnerships Program	2,008,441	0	2,008,441	0				2,008,441	2,008,441	0	2,008,441	0
S10000 Public School Operating [2]	4,024,659,214	53,852,864	4,078,512,078	0				1,275,393,091	1,275,393,091	2,803,118,987	4,078,512,078	0 **v**
S40000 Public School Food and Nutrition Services	129,358,181	0	129,358,181	0				104,429,529	104,429,529	0	104,429,529	24,928,652 **w**
S43000 Public School Adult and Community Education	9,715,155	0	9,715,155	0				8,318,905	8,318,905	1,396,250	9,715,155	0
S50000 Public School Grants & Self Supporting Programs	98,378,054	0	98,378,054	0				67,331,775	67,331,775	31,046,279	98,378,054	0
Total Special Revenue Funds	**$5,485,336,279**	**$109,777,432**	**$5,595,113,711**	**$235,597,361**				**$2,079,611,356**	**$2,315,208,717**	**$3,253,941,164**	**$5,569,149,881**	**$25,963,830**
TOTAL GOVERNMENTAL FUNDS	**$8,563,905,623**	**$3,880,487,616**	**$12,444,393,239**	**$4,800,603,393**				**$3,836,458,692**	**$8,637,062,085**	**$3,824,039,164**	**$12,461,101,249**	**($16,708,010)**
PROPRIETARY FUNDS												
Internal Service Funds												
60000 County Insurance	$35,161,418	$0	$35,161,418	$0				$685,000	$685,000	$24,435,956	$25,120,956	$10,040,462
60010 Department Fleet Management	101,410,309	0	101,410,309	0				95,122,945	95,122,945	0	95,122,945	6,287,364
60020 Document Services Division	10,781,706	0	10,781,706	0				5,944,426	5,944,426	4,851,187	10,795,613	(13,907)
60030 Technology Infrastructure Services	78,509,083	0	78,509,083	0				46,226,448	46,226,448	29,127,848	75,354,296	3,154,787
60040 Health Benefits	236,253,072	0	236,253,072	0				250,092,782	250,092,782	0	250,092,782	(13,839,710)
S60000 Public School Insurance	40,355,593	0	40,355,593	0				31,708,414	31,708,414	0	31,708,414	8,647,179 **x**
S62000 Public School Health and Flexible Benefits	767,980,150	0	767,980,150	0				712,615,512	712,615,512	0	712,615,512	55,364,638 **y**
Total Internal Service Funds	**$1,270,451,331**	**$0**	**$1,270,451,331**	**$0**				**$1,142,395,527**	**$1,142,395,527**	**$58,414,991**	**$1,200,810,518**	**$69,640,813**
Enterprise Funds												
69000 Sewer Revenue	$0	$341,500,000	$341,500,000	$0	9.88 **z** 9.398 **aa** 55.78 **ab**	9.33 **z** 9.218 **aa** 52.62 **ab**	8.81 **z** 9.038 **aa** 49.73 **ab**	$335,010,000	$335,010,000	$0	$335,010,000	$6,490,000
69010 Sewer Operation and Maintenance	170,769,969	4,038,965	174,808,934	0				0	0	174,700,000	174,700,000	108,934
69020 Sewer Bond Parity Debt Service	52,144,066	0	52,144,066	0				0	0	62,600,000	62,600,000	(10,455,934)
69030 Sewer Bond Debt Reserve	0	0	0	0				0	0	0	0	0
69040 Sewer Bond Subordinate Debt Service	24,121,641	0	24,121,641	0				0	0	24,200,000	24,200,000	(78,359)
69300 Sewer Construction Improvements	80,000,000	0	80,000,000	0				0	0	80,000,000	80,000,000	0
69310 Sewer Bond Construction	0	0	0	0				0	0	0	0	0
Total Enterprise Funds	**$327,035,676**	**$345,538,965**	**$672,574,641**	**$0**				**$335,010,000**	**$335,010,000**	**$341,500,000**	**$676,510,000**	**($3,935,359)**
TOTAL PROPRIETARY FUNDS	**$1,597,487,007**	**$345,538,965**	**$1,943,025,972**	**$0**				**$1,477,405,527**	**$1,477,405,527**	**$399,914,991**	**$1,877,320,518**	**$65,705,454**
FIDUCIARY FUNDS												
Custodial Funds												
70000 Route 28 Tax District	$10,961,036	$0	$10,961,036	$9,961,036	0.12 **ac**	0.12 **ac**	0.14 **ac**	$1,000,000	$10,961,036	$0	$10,961,036	$0
70040 Mosaic District Community Development Authority	4,878,717	0	4,878,717	4,878,717				0	4,878,717	0	4,878,717	0
Total Custodial Funds	**$15,839,753**	**$0**	**$15,839,753**	**$14,839,753**				**$1,000,000**	**$15,839,753**	**$0**	**$15,839,753**	**$0**
Trust Funds												
73000 Employees' Retirement Trust	$584,207,689	$0	$584,207,689	$0				$858,633,676	$858,633,676	$0	$858,633,676	($274,425,987)
73010 Uniformed Employees Retirement Trust	203,539,007	0	203,539,007	0				343,488,405	343,488,405	0	343,488,405	(139,949,398)
73020 Police Retirement Trust	171,503,666	0	171,503,666	0				287,692,284	287,692,284	0	287,692,284	(116,188,618)
73030 OPEB Trust	15,839,714	0	15,839,714	0				2,218,362	2,218,362	2,408,371	4,626,733	11,212,981
S71000 Educational Employees' Retirement	275,949,897	0	275,949,897	0				524,825,528	524,825,528	0	524,825,528	(248,875,631)
S71100 Public School OPEB Trust	19,027,500	0	19,027,500	0				28,902,000	28,902,000	0	28,902,000	(9,874,500)
Total Trust Funds	**$1,270,067,473**	**$0**	**$1,270,067,473**	**$0**				**$2,045,760,255**	**$2,045,760,255**	**$2,408,371**	**$2,048,168,626**	**($778,101,153)**
TOTAL FIDUCIARY FUNDS	**$1,285,907,226**	**$0**	**$1,285,907,226**	**$14,839,753**				**$2,046,760,255**	**$2,061,600,008**	**$2,408,371**	**$2,064,008,379**	**($778,101,153)**
TOTAL ALL FUNDS	**$11,447,299,856**	**$4,226,026,581**	**$15,673,326,437**	**$4,815,443,146**				**$7,360,624,474**	**$12,176,067,620**	**$4,226,362,526**	**$16,402,430,146**	**($729,103,709)**

[1] Personal Property taxes of $211,313,944 that are reimbursed by the Commonwealth as a result of the Personal Property Tax Relief Act of 1998 are included in the Revenue from the Commonwealth category in accordance with guidelines from the State Auditor of Public Accounts.

[2] The proposed County General Fund transfer for school operations in FY 2027 totals $2,802,243,987, an increase of $99,193,095, or 3.7 percent, over the FY 2026 Adopted Budget Plan. This amount does not fully fund the recurring portion of the transfer request approved by the School Board on January 23, 2026. The Fairfax County Public Schools Superintendent's Proposed Budget reflected a General Fund transfer increase of $138,446,063, or 5.1 percent, over the FY 2026 Adopted Budget Plan.

FOOTNOTES

OTHER REAL ESTATE & PERSONAL PROPERTY TAX RATES	Revenue Amount	Tax Required 2027 Rate	2026 Rate	2025 Rate
PUBLIC SERVICE CORPORATIONS				
Equalized **a**	$40,648,986	1.1225	1.1225	1.125
Vehicles **b**	276,077	4.57	4.57	4.57
OTHER				
Mining and Manufacturing Machinery and Tools (General Fund Revenue) **b**	396,037	2.00	2.00	2.00
Research and Development (General Fund Revenue) **b**	1,151	4.57	4.57	4.57
Antique Automobiles **b**	-	0.01	0.01	0.01
Mobile Homes **a**	266,505	1.1225	1.1225	1.125
Van Pools-Privately Owned Vans **b**	-	0.01	0.01	0.01
Motor Vehicles Owned by Members of a Volunteer Rescue Squad or Volunteer Fire Department **b**	-	0.01	0.01	0.01
Motor Vehicles Owned by Members of the Auxiliary Police **b**	-	0.01	0.01	0.01
Motor Vehicles Owned by Members of the Auxiliary Deputy Sheriff **b**	-	0.01	0.01	0.01
Homeowners Associations Furniture, office equipment and maintenance equipment **b**	-	0.01	0.01	0.01
Aircraft and Flight Simulators **b**	-	0.01	0.01	0.01
Motor Vehicles Specially Equipped to Provide Transportation to Physically Handicapped Individuals **b**	-	0.01	0.01	0.01
Boats **b**	-	0.01	0.01	0.01
Motor Vehicles Owned by Disabled Veterans **b**	-	0.01	0.01	0.01
Motor Vehicles Owned by Certain Qualifying Elderly and Disabled Individuals **b**	-	0.01	0.01	0.01
Special Service District for Pest Infestations **k**	3,461,401	0.001	0.001	0.001

a. Real Estate Tax Rate per $100 of assessed value. T**he FY 2027 Advertised Budget Plan proposes a tax rate of $1.1225 per $100 of assessed value. The real estate tax bill for the typical residential homeowner would increase by $357 in FY 2027 with a real estate tax rate of $1.1225 per $100 of assessed value. Advertising an increase in the rate does not prevent the Board from lowering any advertised tax rate, but a higher tax rate cannot be imposed without advertising the higher rate.**

b. Personal Property Tax Rate per $100 of assessed value (excluding household furnishings). Tax collections, as a percentage of total taxes levied, are estimated as follows:
   - 10001 General Fund - Real Estate, 99.65 percent; Personal Property, 96.06 percent
   - Sanitary District - Refuse Assessments, 100 percent.

c. Percentage of state "Car Tax" subsidy on qualifying personal property tax levy. On November 21, 2005, as part of Action Item 3, the Board of Supervisors adopted a resolution to implement the state "Car Tax" changes found in the Executive Amendments to the 2004-2006 Biennial Budget, specifically state Budget Item 503(E) of the Central Appropriations Act, in accordance with the requirements set forth in Virginia Code §§ 58.1-3524(C)(2) and 58.1-3912(E), as amended by Chapter 1 of the Acts of Assembly (2004 Special Session 1) and as set forth in Item 503(E)(Personal Property Tax Relief Program) of Chapter 951 of the 2005 Acts of Assembly.

   Beginning in tax year 2006, the state "Car Tax" subsidy on qualifying vehicles was "capped" to a statewide total of $950 million. Based on the final report from the state Auditor of Public Accounts, dated February 2006, Fairfax County's share of this $950 million was fixed at 22.2436%, or $211,313,944.16. The annual subsidy is frozen at this amount and is factored into the FY 2027 Advertised Budget Plan.

   Consistent with the November 21, 2005, Board resolution, the state "Car Tax" funding will provide a 100% subsidy of the tax year 2026 levy for qualifying vehicles valued at $1,000 or less and a 100% subsidy of the tax year 2026 levy on the value up to $20,000 for vehicles leased by a qualified military service member and/or spouse. Furthermore, the state "Car Tax" funding is estimated to provide a 49.0% subsidy of the tax year 2026 levy for all other qualifying vehicles on the value up to $20,000.

d. Fund 10001, General Fund, does not assume the carryover of the Reserve for One-Time Requirements of $51,988,267 and the Reserve for Tourism of $6,515,505 from FY 2026.

e. Fund 10015, Economic Opportunity Reserve, assumes carryover of the Total Available funding of $59,467,949 from FY 2026 to FY 2027.

f. Real Estate revenue reflected in Fund 30300, Affordable Housing Development and Investment, reflects the allocation of the value of 1.25 pennies on the real estate tax rate.

g. Fund S31000, Public School Construction, reflects the proposed Transfer In from Fund 10001, General Fund, as shown in the School Board's Advertised Budget, which is currently $7,500,000 less than the Transfer Out from Fund 10001. Final adjustments will be reflected at the *FY 2026 Carryover Review*.

h. Additional tax assessment per $100 of assessed value for commercial and industrial property in the County to support transportation.

i. Operating costs and debt service - Community Center. Tax Rate per $100 of assessed value.

j. Utilities and other operating costs - Community Center. Tax Rate per $100 of assessed value.

k. Additional special tax levy of real estate within Fairfax County, but exclusive of the Lake Barcroft Water Improvement District to control infestations of pests. Tax Rate per $100 of assessed value.

l. Additional special tax levy of real estate to support operating and construction requirements for the stormwater management program. Tax Rate per $100 of assessed value.

m. Additional tax assessment per $100 of assessed value for commercial and industrial property for the Phase I Dulles Rail Transportation Improvement District.

n. Additional tax assessment per $100 of assessed value for commercial and industrial property for the

Phase II Dulles Rail Transportation Improvement District.

o. Leaf Collection rate per $100 of assessed value. (See districts listed below)

Leaf Collection:
Small District 2 Braddock
Local District 1A11 Dranesville
Local District 1A21 Dranesville
Local District 1A22 Dranesville
Local District 1A61 Dranesville
Local District 1B1 Dranesville
Local District 1E Dranesville
Small District 3 Dranesville
Small District 7 Dranesville
Small District 8 Dranesville
Small District 10 Dranesville
Small District 12 Dranesville
Small District 15 Dranesville
Local District 1B Franconia
Local District 1C Franconia
Local District 1D Franconia
Local District 1E Franconia
Small District 1 Mason
Local District 1A Mason
Small District 2 Mason
Small District 4 Mason
Local District 7A Mason
Small District 9 Mason
Small District 10 Mason
Local District 1A Mount Vernon
Local District 1B Mount Vernon
Local District 1C Mount Vernon
Local District 1D Mount Vernon
Local District 1E Mount Vernon
Small District 1 Providence
Small District 2 Providence
Small District 4 Providence
Small District 6 Providence
Small District 7 Providence
Small District 8 Providence

p. Refuse Collection assessment - the base annual charge for refuse collection service to be added to the regular real estate tax bill. (See districts listed below)

Refuse Service:
Small District 2 Braddock
Small District 3 Braddock
Small District 2 Hunter Mill
Small District 3 Hunter Mill
Local District 5A Hunter Mill
Local District 1A1 Dranesville
Local District 1A2 Dranesville
Local District 1A3 Dranesville
Local District 1A4 Dranesville
Local District 1A5 Dranesville
Local District 1A6 Dranesville
Local District 1A8 Dranesville
Local District 1A9 Dranesville
Local District 1A11 Dranesville
Local District 1A12 Dranesville
Local District 1A21 Dranesville
Local District 1A22 Dranesville
Local District 1A61 Dranesville
Local District 1B Dranesville
Local District 1B1 Dranesville
Local District 1B2 Dranesville
Local District 1E Dranesville
Small District 3 Dranesville
Small District 4 Dranesville
Small District 6 Dranesville
Small District 7 Dranesville
Small District 8 Dranesville
Small District 9 Dranesville
Small District 10 Dranesville
Small District 11 Dranesville
Small District 12 Dranesville
Small District 13 Dranesville
Small District 14 Dranesville
Small District 15 Dranesville
Small District 1 Franconia
Local District 1A Franconia
Local District 1B Franconia
Local District 1C Franconia
Local District 1D Franconia
Local District 1E Franconia
Small District 2 Franconia
Small District 3 Franconia
Small District 4 Franconia
Small District 1 Mason
Local District 1A Mason
Local District 1B Mason
Local District 1C Mason
Local District 1D Mason
Local District 1F Mason
Small District 2 Mason
Small District 3 Mason
Small District 4 Mason
Small District 5 Mason
Small District 6 Mason
Small District 7 Mason
Local District 7A Mason
Small District 8 Mason
Small District 9 Mason
Small District 10 Mason
Small District 11 Mason
Small District 1 Mount Vernon
Local District 1A Mount Vernon
Local District 1B Mount Vernon

Refuse Service (continued):
Local District 1C Mount Vernon
Local District 1D Mount Vernon
Local District 1E Mount Vernon
Small District 2 Mount Vernon
Local District 2A Mount Vernon
Local District 2B Mount Vernon
Small District 1 Providence
Local District 1A Providence
Local District 1B Providence
Small District 3 Providence
Small District 4 Providence
Small District 6 Providence
Small District 7 Providence
Small District 8 Providence
Small District 9 Providence
Small District 11 Providence
Small District 12 Providence
Small District 13 Providence
Small District 4 Springfield
Small District 6 Springfield

q. Per ton refuse disposal fee charged to County refuse collectors, other jurisdictions, and private haulers.

r. Includes revenues from user fees charged at the Recycling and Disposal Center. Information regarding the schedule of fees is available from the Department of Public Works and Environmental Services (DPWES) Solid Waste Management Program at 12000 Government Center Parkway, Suite 458, Fairfax, Virginia, 22035 or online at http://www.fairfaxcounty.gov/publicworks. Residents who use the Recycling and Disposal Center are charged for disposal of waste based on weight and category of waste. There are different fees for disposal of brush, yard waste, white goods, tires, and other materials.

s. Per ton ash disposal fee charged to the County and participating jurisdictions.

t. Additional tax assessment per $100 of assessed value for the Tysons Service District.

u Additional tax assessment per $100 of assessed value for the Reston Service District.

v. Fund S10000, Public School Operating, does not assume the carryover of $24,000,000 from FY 2026.

w. Fund S40000, Public School Food and Nutrition Services, assumes carryover of General Reserve of $24,928,652.

x. Fund S60000, Public School Insurance, assumes carryover of Allocated Reserve of $8,647,179 from FY 2026 to FY 2027.

y. Fund S62000, Public School Health and Flexible Benefits, assumes carryover of Premium Stabilization Reserve of $55,364,638 from FY 2026 to FY 2027.

z. Sewer service rate per 1,000 gallons of water.

aa. Sewer availability fee for single family homes.

ab. Sewer service per bill base charge.

ac. Additional tax assessment per $100 of assessed value for road improvements to State Route 28.

DRAFT
Resolution Adopting Tax Rates for Fairfax County Fiscal Year 2027 **ATTACHMENT II**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Room in the Fairfax County Government Center at Fairfax, Virginia, on Tuesday, May 5, 2026, at which meeting a quorum was present and voting, the following resolution was adopted:

RESOLUTION ADOPTING TAX RATES FOR FAIRFAX COUNTY

FISCAL YEAR 2027

BE IT RESOLVED that, pursuant to the provisions of Virginia Code § 58.1-3001, and after having first complied with the provisions of the Virginia Code §§ 15.2-2506 and 58.1-3321, the Board does hereby establish the tax levies for the fiscal budget year beginning July 1, 2026, and ending June 30, 2027, and calendar tax year beginning January 1, 2026 and ending December 31, 2026, as follows to wit:

COUNTY LEVIES

General provisions. The County property taxes are levied on each $100.00 of assessed valuation of real estate and tangible personal property, excluding household furnishings, and including machinery and tools of mining, manufacturing, radio or television broadcasting, dairy, dry cleaning or laundry firms, and all personal property of research and development firms, in the County, including such property within the incorporated towns that are within the County. Except as otherwise stated herein, all such taxes are imposed generally pursuant with Virginia law on all taxable property throughout the County, including the incorporated towns therein, and the revenues derived from such levies shall be appropriated by the Board of Supervisors in accordance with Virginia law.

Real Estate*

On each $100.00 of the assessed valuation of real estate and improvements on real estate in the County the tax rate shall be $1.1225

*Tax will be levied and collected in two semi-annual tax billings.

Commercial and Industrial Real Estate Tax for Transportation*

On each $100.00 of assessed valuation of the taxable commercial and industrial real estate in the County the tax rate in support of transportation shall be an additional..... $0.125

*Tax will be levied and collected in two semi-annual tax billings.

Personal Property

On each $100.00 of assessed valuation of tangible personal property, including all property separately classified by Virginia Code § 58.1-3503, the tax rate shall be $4.57

Except for the following:

Mobile Homes

On each $100.00 of assessed valuation of mobile homes, as separately classified by Virginia Code § 58.1-3506(A)(10), the tax rate shall be. $1.1225

Machinery and Tools

On each $100.00 of assessed valuation of machinery and tools, as separately classified by Virginia Code § 58.1-3507, the tax rate shall be $2.00

Research and Development

On each $100.00 of assessed valuation of tangible personal property used or employed in a research and development business, as separately classified by Virginia Code § 58.1-3506(A)(7), the tax rate shall be. $4.57

Certain Personal Property of Planned Residential Subdivisions

On each $100.00 of assessed valuation of furniture, office, and maintenance equipment, exclusive of motor vehicles, which are owned and used by an organization whose real property is assessed in accordance with Virginia Code § 58.1-3284.1 and which is used by that organization for the purpose of maintaining or using the open or common space within a residential development as classified by Virginia Code § 58.1-3506(A)(24), the tax rate shall be..... $0.01

Van Pools - Privately Owned Vans

On each $100.00 of assessed valuation of privately owned vans, as separately classified by Virginia Code § 58.1-3506(A)(13), the tax rate shall be..... $0.01

Privately owned vans means vans with a seating capacity of seven to fifteen persons used exclusively pursuant to a ridesharing agreement as defined in Virginia Code § 46.2-1400, and which have been certified as such by the Director of the Department of Tax Administration.

Motor Vehicles Owned by Members of a
Volunteer Rescue Squad or Volunteer Fire Department

On each $100.00 of assessed valuation of motor vehicles as separately classified by Virginia Code § 58.1-3506(A)(15), the tax rate shall be $0.01

Motor vehicles as classified by Virginia Code § 58.1-3506 (A) (15), shall be defined to mean one motor vehicle owned or leased by each member of a volunteer rescue squad or volunteer fire department which is regularly used by such members to respond to emergency calls and certified as such by the Chief or Head of the Volunteer Organization and the Department of Tax Administration.

Motor Vehicles Specially Equipped to Provide
Transportation for Physically Handicapped Individuals

On each $100.00 of assessed valuation of motor vehicles as separately classified by Virginia Code § 58.1-3506(A)(14), the tax rate shall be $0.01

Specially equipped means any vehicle which has been modified specifically for the purpose of transporting physically handicapped individuals and the vehicle is certified as such by the Director of the Department of Tax Administration.

Motor Vehicles Owned
By Certain Qualifying Elderly and Disabled Individuals

On each $100.00 of assessed valuation of certain motor vehicles as classified by Virginia Code § 58.1-3506.1, the tax rate shall be $0.01

Applies to one motor vehicle owned and used by certain elderly and disabled persons who qualify on the basis of income and net worth.

Motor Vehicles Owned
By Persons Who Have Been Appointed to Serve as Auxiliary Police Officers

On each $100.00 of assessed valuation of motor vehicles as classified by Virginia Code § 58.1-3506(A)(20), the tax rate shall be $0.01

Motor vehicles as classified by Virginia Code § 58.1-3506 (A) (20), shall be defined to mean one motor vehicle owned or leased by an Auxiliary Police Officer to respond to auxiliary police duties, subject to certification as required by the provisions of the authorizing statute.

Motor Vehicles Owned
By Persons Who Have Been Appointed to Serve as Auxiliary Deputy Sheriffs

On each $100.00 of assessed valuation of motor vehicles as classified by Virginia Code § 58.1-3506 (A)(32), the tax rate shall be $0.01

Motor vehicles as classified by Virginia Code § 58.1-3506 (A)(32), shall be defined to mean one motor vehicle owned or leased by an Auxiliary Deputy Sheriff to respond to auxiliary deputy sheriff duties, subject to certification as required by the provisions of the authorizing statute.

Aircraft and Flight Simulators

On each $100.00 of assessed valuation of aircraft and flight simulators, as classified by Virginia Code § 58.1-3506(A)(2), (3), (4) and (5) the tax rate shall be $0.01

Antique Motor Vehicles

On each $100.00 of assessed valuation of antique motor vehicles, as separately classified by Virginia Code § 58.1-3506(A)(6), the tax rate shall be $0.01

Antique motor vehicles or antique automobiles means every motor vehicle which was actually manufactured or designated by the manufacturer as a model manufactured in a calendar year not less than twenty-five years ago and is owned solely as a collector's item.

Boats

On each $100.00 of assessed valuation of boats and watercraft, as classified by Virginia Code § 58.1-3506(A)(1), (12), (28), (29), (35) and (36) the tax rate shall be $0.01

Motor Vehicles Owned By Qualified Disabled Veterans

On each $100.00 of assessed valuation of motor vehicles, as classified by Virginia Code § 58.1-3506(A)(19), the tax rate shall be $0.01

Motor vehicles as classified by Virginia Code § 58.1-3506(A)(19) shall be defined to mean one motor vehicle owned and regularly used by qualified disabled veterans, subject to certification as required by the provisions of the authorizing statute. Qualified disabled veteran shall be defined to mean a veteran who meets the disability definition in Virginia Code § 58.1-3506(A)(19) and is not eligible for a motor vehicle tax exemption authorized by state law.

SANITARY DISTRICT LEVIES*

Local District 1A Franconia
(Burgundy Village Community Center)

On each $100.00 of assessed valuation of real estate within the boundary of Local District 1A Franconia in the County, the tax rate shall be $0.020

Small District 1 Dranesville
(McLean Community Center)

On each $100.00 of assessed valuation of real estate within the boundary of Small District 1 Dranesville in the County, the tax rate shall be..... $0.023

Small District 5 Hunter Mill
(Reston Community Center)

On each $100.00 of assessed valuation of real estate within the boundary of Small District 5 Hunter Mill in the County, the tax rate shall be $0.047

*Tax will be levied and collected in two semi-annual tax billings.

Leaf Collection:

Small District 2 Braddock
Local District 1A11 Dranesville
Local District 1A21 Dranesville
Local District 1A22 Dranesville
Local District 1A61 Dranesville
Local District 1B1 Dranesville
Local District 1E Dranesville
Small District 3 Dranesville
Small District 7 Dranesville
Small District 8 Dranesville
Small District 10 Dranesville
Small District 12 Dranesville
Small District 15 Dranesville
Local District 1B Franconia
Local District 1C Franconia
Local District 1D Franconia
Local District 1E Franconia
Small District 1 Mason
Local District 1A Mason
Small District 2 Mason
Small District 4 Mason
Local District 7A Mason
Small District 9 Mason
Small District 10 Mason
Local District 1A Mount Vernon
Local District 1B Mount Vernon

Leaf Collection (continued):
Local District 1C Mount Vernon
Local District 1D Mount Vernon
Local District 1E Mount Vernon
Small District 1 Providence
Small District 2 Providence
Small District 4 Providence
Small District 6 Providence
Small District 7 Providence
Small District 8 Providence

On each $100.00 of assessed valuation of real estate within the boundaries of the above-enumerated Districts in the County, the tax rate shall be $0.019

On any real estate which is deleted from a sanitary district effective July 1, 2026, as a result of the contraction of such sanitary district, such real estate will be entitled to pro rata abatement from the amount of the annual charge hereby established for leaf collection.

On any real estate, which is added to a sanitary district effective July 1, 2026, as a result of either the creation or the enlargement of a sanitary district, such real estate will be charged a pro rata fee for the annual charge hereby established for leaf collection.

Refuse Service:

Small District 2 Braddock
Small District 3 Braddock
Small District 2 Hunter Mill
Small District 3 Hunter Mill
Local District 5A Hunter Mill
Local District 1A1 Dranesville
Local District 1A2 Dranesville
Local District 1A3 Dranesville
Local District 1A4 Dranesville
Local District 1A5 Dranesville
Local District 1A6 Dranesville
Local District 1A8 Dranesville
Local District 1A9 Dranesville
Local District 1A11 Dranesville
Local District 1A12 Dranesville
Local District 1A21 Dranesville
Local District 1A22 Dranesville
Local District 1A61 Dranesville
Local District 1B Dranesville
Local District 1B1 Dranesville
Local District 1B2 Dranesville
Local District 1E Dranesville
Small District 3 Dranesville
Small District 4 Dranesville
Small District 6 Dranesville
Small District 7 Dranesville
Small District 8 Dranesville
Small District 9 Dranesville
Small District 10 Dranesville
Small District 11 Dranesville
Small District 12 Dranesville
Small District 13 Dranesville
Small District 14 Dranesville
Small District 15 Dranesville
Small District 1 Franconia
Local District 1A Franconia
Local District 1B Franconia
Local District 1C Franconia
Local District 1D Franconia
Local District 1E Franconia
Small District 2 Franconia
Small District 3 Franconia
Small District 4 Franconia
Small District 1 Mason
Local District 1A Mason
Local District 1B Mason
Local District 1C Mason
Local District 1D Mason
Local District 1F Mason
Small District 2 Mason
Small District 3 Mason
Small District 4 Mason
Small District 5 Mason
Small District 6 Mason
Small District 7 Mason
Local District 7A Mason
Small District 8 Mason
Small District 9 Mason
Small District 10 Mason
Small District 11 Mason
Small District 1 Mount Vernon
Local District 1A Mount Vernon
Local District 1B Mount Vernon
Local District 1C Mount Vernon
Local District 1D Mount Vernon
Local District 1E Mount Vernon
Small District 2 Mount Vernon
Local District 2A Mount Vernon
Local District 2B Mount Vernon
Small District 1 Providence
Local District 1A Providence
Local District 1B Providence

Refuse Service (continued):
Small District 3 Providence
Small District 4 Providence
Small District 6 Providence
Small District 7 Providence
Small District 8 Providence
Small District 9 Providence
Small District 11 Providence
Small District 12 Providence
Small District 13 Providence
Small District 4 Springfield
Small District 6 Springfield

On each single-family dwelling and on each unit of two-family dwellings, excluding apartments (garden through high-rise), multi-family condominiums (garden through high-rise), and/or other multi-unit dwelling type buildings, existing or under construction January 1, 2026, within the boundaries of the above enumerated Districts, a base annual charge of $630.00 for refuse collection service to be added to the regular real estate tax bill, and that annual charge shall be subject to penalty and interest charges and becoming a lien against the property if not paid, in the same manner as any other real estate tax.

On any dwelling that is neither completed nor occupied by June 30, 2026, the owner thereof shall, upon application to the Director of the Department of Tax Administration or the Director DPWES, Solid Waste Collection and Recycling, made prior to December 5, 2026, be entitled to relief in the amount of the pro-rata portion based on the service period of the base annual charge hereby established. The claimant must provide acceptable evidence that the dwelling was not occupied, nor generating waste to the Director of the Department of Tax Administration or the Director DPWES, Solid Waste Collection and Recycling.

On any dwelling that is neither completed nor occupied by December 31, 2026, the owner thereof shall, upon application to the Director of the Department of Tax Administration or the Director DPWES, Solid Waste Collection and Recycling, made prior to March 31, 2026, be entitled to relief in the amount of the pro-rata portion based on the service period of the base annual charge hereby established. The claimant must provide acceptable evidence that the dwelling was not occupied, nor generating waste to the Director of the Department of Tax Administration or the Director DPWES, Solid Waste Collection and Recycling.

On any dwelling that is deleted from a sanitary district, as a result of the contraction of such sanitary district, the owner thereof will be entitled to relief in the amount of a pro rata portion of the base annual charge hereby established when service for refuse and recycling collection service is eliminated based on the service period.

On any dwelling that is added to a sanitary district, as a result of either the creation or the enlargement of a sanitary district or construction within the sanitary district, the owner thereof will be charged a pro rata portion of the base annual charge hereby established when service begins for refuse and recycling collection service based on the service period.

Water Service:

Small District Three within Springfield District

On any lot within the district, an annual assessment of $959 commencing January 1, 2003 and ending December 31, 2032. This annual assessment is for the purpose of providing water service to Colchester Road-Lewis Park, a group of 141 homes located within the Lincoln-Lewis-Vannoy Conservation District.

TRANSPORTATION IMPROVEMENT DISTRICT LEVIES*

State Route 28 Highway Transportation Improvement District

On each $100.00 of assessed valuation of the taxable commercial and industrial real estate within the boundary of State Route 28 Transportation Improvement District, as specified by Virginia Code § 15.2-4607 and as set out in Chapter 587 of the 1997 Acts of the General Assembly, the tax rate shall be $0.12

Phase I Dulles Rail Transportation Improvement District

On each $100.00 of assessed valuation of the taxable commercial and industrial real estate within the boundary of Phase I Dulles Rail Transportation Improvement District, as specified by Virginia Code § 33.2-2105, the tax rate shall be $0.09

Phase II Dulles Rail Transportation Improvement District

On each $100.00 of assessed valuation of the taxable commercial and industrial real estate within the boundary of Phase II Dulles Rail Transportation Improvement District, as specified by Virginia Code § 33.2-2105, the tax rate shall be $0.14

*Tax will be levied and collected in two semi-annual tax billings.

SPECIAL SERVICE DISTRICT FOR THE CONTROL OF PEST INFESTATIONS*

On each $100.00 of assessed valuation of real estate within Fairfax County, but exclusive of the Lake Barcroft Water Improvement District, within the service district established by Appendix I of the Fairfax County Code, the tax rate shall be..... $0.0010

*Tax will be levied and collected in two semi-annual tax billings.

SPECIAL SERVICE DISTRICT FOR STORMWATER MANAGEMENT*

On each $100.00 of assessed valuation of real estate within Fairfax County, within the service district, the tax rate shall be $0.0325

*Tax will be levied and collected in two semi-annual tax billings.

TYSONS TRANSPORTATION SERVICE DISTRICT NO. 1*

On each $100.00 of assessed valuation of real estate within Fairfax County, within the service district, the tax rate shall be $0.05

*Tax will be levied and collected in two semi-annual tax billings.

DRAFT
Resolution Adopting Tax Rates for Fairfax County **ATTACHMENT II**
Fiscal Year 2027

RESTON TRANSPORTATION SERVICE DISTRICT NO. 1*

On each $100.00 of assessed valuation of real estate within Fairfax County, within the service district, the tax rate shall be $0.021

*Tax will be levied and collected in two semi-annual tax billings.

FOOD AND BEVERAGE TAX

Pursuant to Fairfax County Code § 4-31-3, for the time period from July 1, 2026 until June 30, 2027, the tax rate imposed under Article 31 of Chapter 4 of the Fairfax County Code, the Food and Beverage Tax, shall be 4 percent of the amount paid for food and beverages sold as meals by restaurants and caterers, subject to the provisions of Article 31 of Chapter 4 of the Fairfax County Code.

SERVICE CHARGES FOR AMBULANCE TRANSPORT SERVICE

Pursuant to Fairfax County Code § 4-26-1, each person being transported by any emergency medical services vehicle that is operated or maintained by the County or for which a permit has been issued to the County by the Virginia Office of Emergency Medical Services will be charged (1) a service fee of $850 for Basic Life Support transport (BLS), (2) $1,075 for Advanced Life Support, level 1 transport (ALS1), (3) $1,325 for Advanced Life Support, level 2 transport (ALS2), and (4) $20.00 per mile for ground transport mileage. The term "emergency medical services vehicle" has the definition specified in Virginia Code § 32.1-111.1.

GIVEN under my hand this _____ day of May, 2026

By: _____
Jill G. Cooper
Clerk to the Board of Supervisors

FAIRFAX COUNTY NOTICE OF PROPOSED REAL PROPERTY TAX INCREASE

In accordance with Virginia Code Section 58.1-3321, notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will meet in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on April 14, 2026, at 3:00 P.M. At that meeting, the Board of Supervisors shall consider the matters described below.

The Fairfax County Executive has proposed the advertisement of a real estate tax rate of $1.1225 per $100.00 of assessed value. No numerical change in the Real Estate tax is being proposed; however, the total assessed value of existing property has increased. It should be noted that the total increase in assessed value of existing properties is expected to be 3.32 percent, including an increase of 3.99 percent for residential real property and an increase of 0.92 percent for non-residential real property. As a result, most property owners will experience an increase in their real estate tax bill. Nevertheless, because the average value of real property in Fairfax County has appreciated by at least one percent, Virginia Code Section 58.1-3321 requires Fairfax County to publish the following notice.

Fairfax County, Virginia proposes to increase property tax levies.

1. Assessment Increase: Total assessed value of real property, excluding additional assessments due to new construction or improvements to property, exceeds last year's total assessed value of real property by 3.32 percent.

2. Lowered Rate Necessary to Offset Increased Assessment: The tax rate which would levy the same amount of real estate tax as last year, when multiplied by the new total assessed value of real estate with the exclusions mentioned above, would be $1.0864 per $100.00 of assessed value. This rate will be known as the "lowered tax rate."

3. Effective Rate Increase: Fairfax County, Virginia, proposes to adopt a tax rate of $1.1225 per $100.00 of assessed value. The difference between the lowered tax rate and the proposed rate would be $0.0361 per $100.00, or 3.32 percent. This difference will be known as the "effective tax rate increase."

   Individual property taxes may, however, increase at a percentage greater than or less than the above percentage.

4. Proposed Total Budget Increase: Based on the proposed real property tax rate and changes in other revenues, the total budget of Fairfax County, Virginia, will exceed last year's by 3.75 percent[1].

A public hearing on this issue will be held at 3:00 P.M. on April 14, 2026, in the Fairfax County Government Center at 12000 Government Center Parkway.

All persons wishing to present their views on these subjects may sign up to be placed on the Speakers List at www.fairfaxcounty.gov/bosclerk/speakers-form, call the Office of the Clerk to the Board at 703-324-3151, or appear and be heard. Copies of the full text of proposed ordinances, plans and amendments, as applicable, as well as other documents relating to the aforementioned subjects, are on file and may be examined at the Office of the Clerk to the Board of Supervisors, Suite 552 of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia.

Fairfax County supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities. Open captioning will be provided in the Board Auditorium. For sign language interpreters or other accommodations, please call the Clerk's Office, 703-324-3151, TTY 711 (Virginia Relay Center) no later than 48 hours before the public hearing. Assistive listening devices will be

available at the meeting.

The Board will conduct a separate public hearing on the FY 2027 Advertised Budget Plan which will commence on April 14, 2026, at 4:00 PM and on April 15 and April 16 at 3:00 PM.

Copies of the FY 2027 Advertised Budget Plan and the Advertised Capital Improvement Program for Fiscal Years 2027-2031 (With Future Fiscal Years to 2036) are available on the Internet at https://www.fairfaxcounty.gov/budget/.

A Copy - Teste:

Jill G. Cooper, Clerk
Board of Supervisors

[1] The total budget increase is based on all revenues received by the General Fund of Fairfax County. Projected FY 2027 disbursements reflect an increase of 2.00 percent from the FY 2026 level.

Board Agenda Item
March 17, 2026

ADMINISTRATIVE – 3

Authorization to Advertise a Public Hearing to Amend the Current Appropriation Level in the FY 2026 Revised Budget Plan

ISSUE:
Board approval of an advertisement for a public hearing to adjust the FY 2026 appropriation level. The advertisement will encompass both the County and the Schools' *FY 2026 Third Quarter Reviews.* Section 15.2-2507 of the Code of Virginia requires that a public hearing be held prior to Board action to amend the current appropriation level.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to publish the advertisement for a public hearing.

TIMING:
Board Action is requested on March 17, 2026, to provide sufficient time to advertise the proposed public hearings on the following days: April 14, 2026, at 4:00 pm, April 15, 2026, at 3:00 pm, and April 16, 2026, at 3:00 pm.

BACKGROUND:
As the *FY 2026 Third Quarter Review* includes proposed adjustments in appropriation greater than one percent of total expenditures, a public hearing is required prior to Board action. In addition, the Code of Virginia requires that a synopsis of proposed changes be included in the advertisement.

Fairfax County Public Schools staff recommendations on the FY 2026 *Third Quarter Review* are scheduled to be presented to the School Board on March 19, 2026, with action to be taken by the School Board on March 26, 2026. FCPS staff recommendations will be transmitted to the Board of Supervisors when available and will be incorporated into the advertisement of the County and Schools *FY 2026 Third Quarter Review*.

Board Agenda Item
March 17, 2026

ENCLOSED DOCUMENTS:
These attachments will be available online on Monday, March 16, 2026:
https://www.fairfaxcounty.gov/budget/fy-2026-third-quarter-review

Attachment A – Proposed advertisement for public hearing
Attachment B – Memorandum to the Board of Supervisors dated March 17, 2026, from Bryan Hill, County Executive, with attachments, transmitting the *FY 2026 Third Quarter Review* with appropriation resolutions

STAFF:
Bryan Hill, County Executive
Christina Jackson, Deputy County Executive/Chief Financial Officer
Philip Hagen, Director, Department of Management and Budget
Katie Horstman, Deputy Director, Department of Management and Budget
Joseph LaHait, Deputy Director, Department of Management and Budget

Board Agenda Item
March 17, 2026

ADMINISTRATIVE – 4

Authorization to Advertise a Public Hearing to Amend and Readopt Chapter 127 of The Code of the County of Fairfax, Virginia, Relating to the Commercial Property Assessed Clean Energy and Resiliency Program

ISSUE:
Authorization to advertise a public hearing to consider an ordinance to amend and readopt *Chapter 127 of the Code of the County of Fairfax, Virginia* (Fairfax County Code), Commercial Property Assessed Clean Energy and Resiliency Program (C-PACE). The proposed amendment updates the county's existing ordinance and associated Program Agreement to align with *§15.2-958.3 of the Code of Virginia* (C-PACE Act) as amended in 2025, revising the definitions for eligible property and property owner, and expanding the program loan term.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing for May 5, 2026, at 4:30 p.m. to consider the proposed amendments to Chapter 127 and the associated Program Agreement.

TIMING:
Board action is requested on March 17, 2026, to provide sufficient time for advertisement of the proposed public hearing scheduled for May 5, 2026, at 4:30 p.m.

BACKGROUND:
Pursuant to *§15.2-958.3*, the Commercial Property Assessed Clean Energy program allows Virginia local governments to facilitate, through C-PACE financing, the installation of energy efficiency, renewable energy, water efficiency, resiliency, and stormwater management improvements to eligible properties. C-PACE allows private capital providers to fund certain property improvements or new construction, or to reimburse or refinance eligible projects, by issuing a C-PACE loan secured by a voluntary special assessment lien against the property subject to the loan.

In March 2019, the Board of Supervisors (Board) approved an ordinance establishing the Fairfax County Commercial Property Assessed Clean Energy program, codified at Chapter 127 of the County Code. In June 2023, the Board adopted updates to Chapter 127 to opt into the statewide C-PACE program developed by the Virginia Department of Energy (Virginia Energy) and administered by the Virginia PACE Authority (VPA). This alignment enabled Fairfax County to reduce administrative costs and benefit from the

statewide program's streamlined legal templates, consistent marketing, and centralized administration. Under the statewide program, Virginia Energy is solely responsible for program oversight, competitive procurement, contract management, and guidance updates.

The proposed amendments to Chapter 127 now before the Board update the program definitions and loan term, consistent with legislative action authorized under state law *(§15.2-958.3*) and made effective July 2025:

- Eligible properties are clarified to include multifamily properties, common areas of real estate owned by a cooperative or property owners' association, and commercial condominiums (section 127-1-3. Definitions (u)).
- Property owner eligibility is expanded to include lessees under certain long-term ground leases (section 127-1-3. Definitions (ff)).
- The period for the loan approval process is extended from two (2) to three (3) years (section 127-2-2. C-PACE Loan requirements; Program fees; reporting; Program Administrator; Program Guidelines (f)).

The proposed amendments to the associated Program Agreement align with the expanded definition of property owner in Chapter 127 (Section 2 – Representations and Covenants) and add contact information for the VPA, for notices to the Program Administrator (Section 5 – Miscellaneous Provisions). The proposed amendments update the county's existing ordinance and associated Program Agreement consistent with the statewide program updates adopted in March 2025.

EQUITY IMPACT:
This action supports a quality built and natural environment, a One Fairfax area of focus. C-PACE advances two of the County's strategic outcome areas: economic development and environment.

The C-PACE program promotes economic development by encouraging direct private investment in the community and providing financing opportunities for commercial property owners, including those that own multifamily buildings such as apartment complexes and senior and assisted living facilities that serve vulnerable populations. Tenants in these types of commercial properties often do not have the financial means or legal authority to make improvements to their units. With C-PACE financing, however, the property owners can access the funding necessary to make eligible energy, water, stormwater and resiliency enhancements to their properties, yielding benefits to residents that include reduced utility costs and improved comfort, health and safety. Other potential C-PACE beneficiaries include places of worship and community-owned properties, as owners of these types of properties may lack the financial resources needed to undertake the improvements eligible for C-PACE financing.

C-PACE also promotes county environmental objectives. It supports measures that allow property owners and the community both to reduce the greenhouse gas emissions responsible for a warming environment and to prepare for and respond to the effects of changing climate conditions such as extreme heat, severe storms, and flooding. C-PACE is specifically discussed in the county's climate mitigation plan, *Community-wide Energy and Climate Action Plan* (CECAP), and in *Resilient Fairfax*, the county's climate adaptation and resilience plan.

To date, the C-PACE program has been underutilized by the community. The County, in partnership with VPA, will continue to promote the program to commercial properties including those located in vulnerable areas and owned by non-profit or religious organizations. The County identifies these locations using the county's Communities of Opportunity framework and through direct program outreach. Communities of Opportunity are of particular interest to the county due to the historic barriers to financing in these areas.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Va. Code §15.2-958.3
Attachment 2 – Proposed Amendments to Ordinance, Chapter 127 (redline)
Attachment 3 – Proposed Amendments to Appendix A, C-PACE Program Agreement (redline)
Attachment 4 – Proposed Ordinance (clean) with Proposed Appendix A, C-PACE Program Agreement (clean) and Appendix B, Locality C-PACE Agreement

STAFF:
Jennifer Miller, Deputy County Executive
Ellicia Seard-McCormick, Deputy County Executive
John Morrill, Director, Office of Environmental and Energy Coordination

ASSIGNED COUNSEL:
Emily Smith, Assistant County Attorney

Attachment 1

Code of Virginia
Title 15.2. Counties, Cities and Towns
Chapter 9. General Powers of Local Governments

§ 15.2-958.3. Commercial Property Assessed Clean Energy (C-PACE) financing programs.

A. As used in this section:

"Eligible improvements" means any of the following improvements made to eligible properties:

1. Energy efficiency improvements;

2. Water efficiency and safe drinking water improvements;

3. Renewable energy improvements;

4. Resiliency improvements;

5. Stormwater management improvements;

6. Environmental remediation improvements; and

7. Electric vehicle infrastructure improvements.

A program administrator may include in its C-PACE loan program guide or other administrative documentation definitions, interpretations, and examples of these categories of eligible improvements.

"Eligible properties" means all assessable commercial real estate located within the Commonwealth, with all buildings located or to be located thereon, whether vacant or occupied, whether improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the locality. "Eligible properties" are eligible for the C-PACE loan program and may include multifamily properties with no fewer than five units, common areas of real estate owned by a cooperative or a property owners' association as defined in § 55.1-1800 that have a separate real property tax identification number, and commercial condominiums as defined in § 55.1-1900. Residential real estate with fewer than five units is not eligible for the C-PACE loan program.

"Program administrator" means a third party that is contracted for professional services to administer a C-PACE loan program.

"Property owner" means the fee simple owner of eligible property or the lessee under a long-term ground lease of eligible property, including a property that is owned by a public or private entity. To be eligible for a C-PACE loan (i) the term of the C-PACE loan shall not exceed the remaining term of the ground lease, (ii) there shall be no ground lease provisions or other circumstances that would prevent the property owner from participating in the C-PACE loan program, (iii) the fee simple owner shall consent to the C-PACE loan, and (iv) the fee simple owner and the lessee under a long-term ground lease shall comply with the requirements of the C-PACE loan program, including the program guide.

"Resiliency improvement" means an improvement that increases the capacity of a structure or infrastructure to withstand or recover from natural disasters, the effects of climate change, and attacks and accidents, including, but not limited to:

1. Flood mitigation or the mitigation of the impacts of flooding;

2. Inundation adaptation;

3. Natural or nature-based features and living shorelines, as defined in § 28.2-104.1;

4. Enhancement of fire or wind resistance;

5. Microgrids;

6. Energy storage; and

7. Enhancement of the resilience capacity of a natural system, structure, or infrastructure.

B. Any locality may, by ordinance, authorize contracts to provide C-PACE loans (loans) for the initial acquisition, installation, and refinancing of eligible improvements located on eligible properties by free and willing property owners of such eligible properties. The ordinance may refer to the mode of financing as Commercial Property Assessed Clean Energy (C-PACE) financing and shall include but not be limited to the following:

1. The kinds of eligible improvements that qualify for loans;

2. The proposed arrangement for such C-PACE loan program (loan program), including (i) a statement concerning the source of funding for the C-PACE loan; (ii) the time period during which contracting property owners would repay the C-PACE loan; and (iii) the method of apportioning all or any portion of the costs incidental to financing, administration, and collection of the C-PACE loan among the parties to the C-PACE transaction;

3. (i) A minimum dollar amount that may be financed with respect to an eligible property; (ii) if a locality or other public body is originating the loans, a maximum aggregate dollar amount that may be financed with respect to loans originated by the locality or other public body, and (iii) provisions that the loan program may approve a loan application submitted within three years of the locality's issuance of a certificate of occupancy or other evidence that eligible improvements comply substantially with the plans and specifications previously approved by the locality and that such loan may refinance or reimburse the property owner for the total costs of such eligible improvements;

4. In the case of a loan program described in clause (ii) of subdivision 3, a method for setting requests from owners of eligible properties for financing in priority order in the event that requests appear likely to exceed the authorization amount of the loan program. Priority shall be given to those requests from owners of eligible properties who meet established income or assessed property value eligibility requirements;

5. Identification of a local official authorized to enter into contracts on behalf of the locality. A locality may contract with a program administrator to administer such loan program;

6. Identification of any fee that the locality intends to impose on the property owner requesting to participate in the loan program to offset the cost of administering the loan program. The fee may be assessed as a program fee paid by the property owner requesting to participate in the program; and

7. A draft contract specifying the terms and conditions proposed by the locality.

C. The locality may combine the loan payments required by the contracts with billings for water or sewer

charges, real property tax assessments, or other billings; in such cases, the locality may establish the order in which loan payments will be applied to the different charges. The locality may not combine its billings for loan payments required by a contract authorized pursuant to this section with billings of another locality or political subdivision, including an authority operating pursuant to Chapter 51 (§ 15.2-5100 et seq.), unless such locality or political subdivision has given its consent by duly adopted resolution or ordinance. The locality may, either by ordinance or its program guide, delegate the billing; collection, including enforcement; and remittance of C-PACE loan payments to a third party.

D. The locality shall offer private lending institutions the opportunity to participate in local C-PACE loan programs established pursuant to this section.

E. In order to secure the loan authorized pursuant to this section, the locality shall place a voluntary special assessment lien equal in value to the loan against any property where such eligible improvements are being installed. The locality may bundle or package said loans for transfer to private lenders in such a manner that would allow the voluntary special assessment liens to remain in full force to secure the loans. The placement of a voluntary special assessment lien shall not require a new assessment on the value of the real property that is being improved under the loan program.

F. A voluntary special assessment lien imposed on real property under this section:

1. Shall have the same priority status as a property tax lien against real property, except that such voluntary special assessment lien shall have priority over any previously recorded mortgage or deed of trust lien only if (i) a written subordination agreement, in a form and substance acceptable to each prior lienholder in its sole and exclusive discretion, is executed by the holder of each mortgage or deed of trust lien on the property and recorded with the special assessment lien in the land records where the property is located, and (ii) evidence that the property owner is current on payments on loans secured by a mortgage or deed of trust lien on the property and on property tax payments, that the property owner is not insolvent or in bankruptcy proceedings, and that the title of the benefited property is not in dispute is submitted to the locality prior to recording of the special assessment lien;

2. Shall run with the land, and that portion of the assessment under the assessment contract that has not yet become due is not eliminated by foreclosure of a property tax lien;

3. May be enforced by the local government in the same manner that a property tax lien against real property is enforced by the local government. A local government shall be entitled to recover costs and expenses, including attorney fees, in a suit to collect a delinquent installment of an assessment in the same manner as in a suit to collect a delinquent property tax; and

4. May incur interest and penalties for delinquent installments of the assessment in the same manner as delinquent property taxes.

G. Prior to the enactment of an ordinance pursuant to this section, a public hearing shall be held at which interested persons may object to or inquire about the proposed loan program or any of its particulars. The public hearing shall be published twice, with the first notice appearing no more than 28 days before and the second notice appearing no less than seven days before the hearing, in a newspaper of general circulation in the locality.

H. The Department of Energy shall serve as a statewide sponsor for a loan program that meets the requirements of this section. The Department of Energy shall engage a private program administrator through a competitive selection process to develop the statewide loan program. A locality, by its adoption

or amendment of its C-PACE ordinance described in subsection B, may opt into the statewide C-PACE loan program sponsored by the Department of Energy without undertaking any competitive procurement process, provided that the locality agrees to execute a locality agreement within 30 days after the adoption or amendment of its C-PACE ordinance.

2009, c. 773; 2010, c. 141; 2015, cc. 389, 427; 2019, cc. 564, 753; 2020, c. 664; 2021, c. 6; 2021, Sp. Sess. I, c. 532; 2022, c. 402; 2023, cc. 506, 507; 2024, cc. 225, 242; 2025, c. 205.

AN ORDINANCE AMENDING CHAPTER 127 OF THE FAIRFAX COUNTY CODE, RELATING TO THE COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY AND RESILIENCY PROGRAM

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Chapter 127, relating to the Commercial Property Assessed Clean Energy and Resiliency Program.

Be it ordained by the Board of Supervisors of Fairfax County:

1. That Chapter 127 of the Fairfax County Code is amended and readopted as follows:

ARTICLE 1. General Provisions.

Section 127-1-1. Short Title.

This ordinance shall be known as the Fairfax County C-PACE Ordinance.

Section 127-1-2. Purpose and Authority.

Pursuant to the authority granted in *Virginia Code* § 15.2-958.3, as amended, any Virginia locality may enact an ordinance authorizing contracts to provide loans for the initial acquisition, installation, and refinancing of eligible improvements with free and willing property owners of both existing properties and new construction. Subject to the limitations set forth in this chapter, the C-PACE Act, or other applicable law, each C-PACE Loan, inclusive of principal, interest, and any financed fees, costs, or expenses, will be secured by the placement of a voluntary special assessment lien against the property that is the subject of the loan. After due consideration, the Board of Supervisors hereby determines that a commercial property assessed clean energy financing program will facilitate and encourage the renovation of existing buildings and foster the construction of new buildings with a variety of efficient features, improving the general welfare of, and promoting economic growth in, the County. Further, the Board of Supervisors hereby authorizes the County C-PACE Program to operate in coordination with the statewide C-PACE program, all in accordance with the C-PACE Act.

Section 127-1-3. Definitions.

(a) *Assessment Payment Schedule* means the schedule of installments of C-PACE Payments to be made in the repayment of the C-PACE Loan, which shall be attached to the C-PACE Program Agreement.

(b) *Board of Supervisors* means the Board of Supervisors of the County of Fairfax, Virginia.

(c) *C-PACE* means Commercial Property Assessed Clean Energy.

(d) *C-PACE Act* means Virginia's "Commercial Property Assessed Clean Energy (C-PACE) financing programs" law, codified at *Virginia Code* § 15.2-958.3, as amended.

(e) *C-PACE Amendment* means an amendment of the C-PACE Lien executed by the Capital Provider, the Property Owner and the Program Manager, as permitted in the C-PACE Documents, which C-PACE Amendment shall be recorded in the Clerk's Office to evidence each amendment to the C-PACE Loan and the C-PACE Lien.

(f) *C-PACE Assignment (CP)* means a written assignment by one Capital Provider to another Capital Provider of the C-PACE Payments and/or C-PACE Lien pursuant to the terms of the assignment document.

(g) *C-PACE Assignment (Locality)* means a written assignment by the County to the Capital Provider to whom the C-PACE Loan is then due, wherein the County relinquishes and assigns its right to enforce the C-PACE Lien to the Capital Provider, substantially in the form attached as Addendum 1 to the C-PACE Lien Certificate.

(h) *C-PACE Documents* means the C-PACE Program Agreement, Financing Agreement, C-PACE Lien Certificate, C-PACE Assignment (CP) (if any), C-PACE Assignment (Locality) (if any), C-PACE Amendment (if any), and any other document, agreement, or instrument executed in connection with a C-PACE Loan.

(i) *C-PACE Lien or Lien* means the voluntary special assessment lien levied against the property as security for the C-PACE Loan.

(j) *C-PACE Lien Certificate* means the voluntary special assessment lien document duly recorded among the Land Records against an Eligible Property to secure a C-PACE Loan.

(k) *C-PACE Loan or Loan* means a loan made under the Program by a Capital Provider to a Property Owner to finance a Project in accordance with the Program Guidelines.

(l) *C-PACE Payment* means the periodic installment payments of the C-PACE Loan, due and payable by Property Owner, due and payable to the Capital Provider or Program Administrator as permitted by the C-PACE Act in such amounts and at such times as described in the Assessment Payment Schedule.

(m) *C-PACE Program* means the program established by the County through this chapter, in accordance with the C-PACE Act, that in coordination with the Statewide Program facilitates the financing of Eligible Improvements and provides for a C-PACE Lien to be levied and recorded against the Eligible Property to secure the C-PACE Loan.

(n) *C-PACE Program Agreement* means the agreement executed among the Property Owner, the County, and the Capital Provider, and their respective successors and assigns, which includes the terms and conditions for participation in the C-PACE Program and the Property Owner's acknowledgment and consent for the County to impose a voluntary special assessment, record a C-PACE Lien Certificate against the Property Owner's Eligible Property and, if the County so determines, assign the rights to enforce the C-PACE Lien and C-PACE Lien Certificate to the Capital Provider. The C-PACE Program Agreement must be substantially in the form attached hereto as Appendix A.

(o) *Capital Provider* means (1) a private lending institution that has been approved by the Program Administrator in accordance with the Program Guidelines to originate a C-PACE Loan and its successors and assigns; or (2) the current holder of a C-PACE Loan.

(p) *County* means the County of Fairfax, Virginia.

(q) *Clerk's Office* means the Office of the Clerk of the Circuit Court of the County of Fairfax, Virginia.

(r) *Commonwealth* means the Commonwealth of Virginia.

(s) *Delinquent Payment* means any C-PACE Payment not paid by a Property Owner in accordance with the C-PACE Documents.

(t) *Eligible Improvement* means the initial acquisition and installation of any of the following improvements made to Eligible Properties:

(1) Energy efficiency improvements;

(2) Water efficiency and safe drinking water improvements;

(3) Renewable energy improvements;

(4) Resiliency improvements;

(5) Stormwater management improvements;

(6) Environmental remediation improvements; and

(7) Electric vehicle infrastructure improvements.

Eligible Improvements may be made to both existing Properties and new construction, as further prescribed in this chapter and the Program Guidelines. Eligible Improvements shall include types of authorized improvements added by the General Assembly to the C-PACE Act after the date of adoption of this chapter, without need for a conforming amendment of this chapter. In addition to the elaboration on the types of Eligible Improvements provided in Sec. 127-2-1, below, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations, and examples of these categories of Eligible Improvements..

(u) *Eligible Property* means all assessable commercial real estate, located within the County, with all buildings located or to be located thereon, whether vacant or occupied, whether improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the County~~,~~. Eligible Property or Property may include ~~excluding (1) a residential condominium as defined in *Virginia Code* § 55.1-2000 or (2) a residential dwelling~~ multifamily properties with no fewer than five ~~dwelling~~ units~~. Common~~, common areas of real estate owned by a cooperative or a property owners' association ~~described in Va. Code Title 55.1, Subtitle IV (~~as defined in §55.1-1800~~ et seq.),~~ that have a separate real property tax identification number, and commercial condominiums as defined in §55.1-1900. Residential real estate with fewer than five units is not ~~are e~~Eligible ~~Properties.~~ for ~~Eligible Properties shall be eligible to participate in~~ the C-PACE Program.

(v) *Financing Agreement* means the written agreement, as may be amended, modified, or supplemented from time to time, between a Property Owner and a Capital Provider, regarding matters related to the extension and repayment of a C-PACE Loan to finance Eligible Improvements. The Financing Agreement may contain any lawful terms agreed to by the Capital Provider and the Property Owner.

(w) *Land Records* means the Land Records of the Clerk's Office.

(x) *Lender Consent* means a written subordination agreement, in a form and substance acceptable to each prior lienholder in its sole and exclusive discretion, executed by each mortgage or deed of trust lienholder with a lien on the property that is the subject of a C-PACE Loan, which allows the C-PACE Lien to have senior priority over the mortgage or deed of trust liens.

(y) *Loan Amount* means the original principal amount of a C-PACE Loan.

(z) *Locality Agreement* means the Virginia Energy – Locality Commercial Property Assessed Clean Energy Agreement between Virginia Energy and the County pursuant to which the County elects to participate in the Statewide Program. The Locality Agreement shall be substantially in the form attached hereto as Appendix B.

(aa) *Program Administrator* means a private third party retained by Virginia Energy to provide professional services to administer the Statewide Program in accordance with the requirements of the C-PACE Act, this chapter, the Locality Agreement, and the Program Guidelines.

(bb) *Program Fee(s)* means the fee(s) authorized by the C-PACE Act and charged to participating Property Owners to cover the costs to design and administer the Statewide Program, including, without limitation, compensation of the Program Administrator. While Capital Providers are required to service their C-PACE Loans, if a Capital Provider does not do so and the Program Administrator assumes the servicing responsibility and charges a servicing fee, the servicing fee shall also be included among the Program Fees.

(cc) *Program Guidelines* means a comprehensive document setting forth those procedures, eligibility rules, restrictions, Program Fee(s), responsibilities, and other requirements promulgated for the governance and administration of the Statewide Program.

(dd) *Program Manager* means the Fairfax County Executive or such person designated in writing by the Fairfax County Executive to (1) supervise the County's C-PACE Program and participation in the Statewide Program, (2) act as liaison with the Program Administrator, and (3) advise the Program Administrator as to who will sign the C-PACE Documents to which the County is a party on the County's behalf. If the employee of the County who customarily signs agreements for the County is not the person designated as Program Manager, then references in this Ordinance and in the C-PACE Documents to the Program Manager signing certain C-PACE Documents on behalf of the County shall be construed to also authorize such customary signatory for the County to execute such C-PACE Documents.

(ee) *Project* means the construction or installation of Eligible Improvements on Eligible Property.

(ff) *Property Owner* means ~~(1) the owner(s) of Eligible Property that voluntarily obtain(s) a C-PACE Loan from a Capital Provider in accordance with the Program Guidelines; or (2) a successor in title to the Property Owner.~~the fee simple owner of eligible property or the lessee under a long-term ground lease of eligible property, including a property that is owned by a public or private entity. To be eligible for a C-PACE loan (1) the term of the C-PACE loan shall not exceed the remaining term of the ground lease, (2) there shall be no ground lease provisions or other circumstances that would prevent the property owner from participating in the C-PACE loan program, (3) the fee simple owner shall consent to the C-PACE loan, and (4) the fee simple owner and the lessee under a long-term ground lease shall comply with the requirements of the C-PACE loan program, including the program guide.

(gg) *Property Owner Certification* means a notarized certificate from a Property Owner, certifying that (1) the Property Owner is current on all loan payments secured by a mortgage or deed of trust lien on the property and on real estate tax payments, (2) the Property Owner is not insolvent or in bankruptcy proceedings, and (3) that the title of the property is not in dispute, as evidenced by a title report or title insurance commitment from a licensed title insurance company acceptable to the Program Administrator and Capital Provider.

(hh) *Statewide Program* means the statewide C-PACE financing program sponsored by Virginia Energy, established to provide C-PACE Loans to Property Owners in accordance with the C-PACE Act, this ordinance, the Locality Agreement, the C-PACE Documents, and the Program Guidelines.

(ii) *Useful Life* means the normal operating life of the fixed asset.

(jj) *Virginia Code or Va. Code* means the Code of Virginia of 1950, as amended.

(kk) *Virginia Energy* means the Virginia Department of Energy.

ARTICLE 2. Program Structure

Section 127-2-1. - C-PACE Program; Eligible Improvements.

(a) *C-PACE Program*. The C-PACE Program shall be available throughout the County, provided that the Property Owner, the property, the proposed Eligible Improvements, the Capital Provider and the principal contractors all qualify for the Statewide Program. The following types of improvements constitute Eligible Improvements, which may be financed with a C-PACE Loan:

(1) Renewable energy production and distribution facilities (e.g., solar photovoltaic, fiber optic solar, solar thermal, wind, wave and/or tidal energy, biomass, combined heat and power, geothermal and fuel cells), whether attached to a building or sited on the ground, and the storage and/or distribution of the energy produced thereby, whether for use on-site or sale or export to a utility or pursuant to a power purchase agreement with a non-utility purchaser);

(2) Energy usage efficiency systems (e.g., high efficiency lighting and building systems, heating, ventilation and air conditioning (HVAC) upgrades, air duct sealing, high efficiency hot water heating systems, building shell or envelope improvements, reflective roof, cool roof or green roof systems, and/or weather-stripping), or other capital improvements or systems which result in the reduction of consumption of energy over a baseline established in accordance with the Program Guidelines;

(3) Water usage efficiency and safe drinking water improvements (e.g., recovery, purification, recycling, and other forms of water conservation), or other capital improvements or systems which result in the reduction of consumption of water over a baseline established in accordance with the Program Guidelines;

(4) Resiliency improvements which increase the capacity of a structure of infrastructure to withstand or recover from natural disasters, the effects of climate change, and attacks and accidents, including, but not limited to:

i. Flood mitigation or the mitigation of the impacts of flooding;

ii. Inundation adaption;

iii. Natural or nature-based features and living shorelines, as defined in Va. Code § 28.2-104.1;

iv. Enhancement of fire or wind resistance, including but not limited to reinforcement and insulation of a building envelope to reduce the impacts of excessive heat or wind;

v. Microgrids;

vi. Energy storage; and

vii. Enhancement of the resilience capacity of a natural system, structure, or infrastructure;

(5) Stormwater management improvements that reduce onsite stormwater runoff into a stormwater system, such as reduction in the quantity of impervious surfaces or providing for the onsite filtering of stormwater;

(6) Environmental remediation improvements, including but not limited to:

i. Improvements that promote indoor air and water quality;

ii. Asbestos remediation;

iii. Lead paint removal; and

~~iv.~~ Mold remediation;

iv.

v. ~~(7)~~ Soil or groundwater remediation;

(~~7~~8) Electric vehicle infrastructure improvements, such as charging stations;

(~~8~~9) Construction, renovation, or retrofitting of an Eligible Property directly related to the accomplishment of any purpose listed in subsections (1)–(~~7~~8), above, whether such Eligible Improvement was erected or installed in or on a building or on the ground, it being the express intention of the County to allow Eligible Improvements that constitute, or are part of, the construction of a new structure or building to be financed with a C-PACE Loan; and

(~~9~~10) Any other category of improvement (i) approved by the Program Administrator with consent of the Program Manager as qualifying for financing under the C-PACE Act (including amendments thereto which authorize additional types of Eligible Improvements) and the Statewide Program, or (ii) added by the General Assembly to the C-PACE Act after the date of adoption of this Ordinance, without need for a conforming amendment of this chapter. In addition, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations, and examples of these categories of Eligible Improvements.

(b) *Use of C-PACE Loan Proceeds*. The proceeds of a C-PACE Loan may be used to pay construction, development and consulting costs directly related to an Eligible Improvement Project, including without limitation, the cost of labor, materials, machinery, equipment, plans, specifications, due diligence studies, consulting services (e.g., architectural, engineering, energy, financial and legal), Program Fees, C-PACE Loan fees, capitalized interest, interest reserves, and transaction underwriting and closing costs.

(c) *Program applications; prioritization*. The Program Administrator shall make available the Statewide Program's program application process, to provide for the review and approval of proposed Eligible Improvements and C-PACE Documents. Program applications will be processed by the Statewide Program in accordance with the eligibility requirements and procedures set forth in the Program Guidelines.

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Section 127-2-2. C-PACE Loan requirements; Program Fees; reporting; Program Administrator; Program Guidelines.

(a) *Source of Loans*. C-PACE Loans shall be originated by Capital Providers. The County and/or its respective governmental entities have no obligation to originate any C-PACE Loans. The County shall not guaranty any C-PACE Loans.

(b) *C-PACE Loan Interest Rate*. The interest rate of a C-PACE Loan shall be the rate or rates set forth in the C-PACE Documents.

(c) *C-PACE Loan Term*. The term of a C-PACE Loan may not exceed the weighted average of the Useful Life of the approved Eligible Improvements, as determined by the Program Administrator.

(d) *Apportionment of Costs*. All of the costs incidental to the financing, administration, collection, and/or enforcement of the C-PACE Loan shall be borne by the Property Owner.

(e) *C-PACE Loan Amount thresholds*. The minimum Loan Amount that may be financed with respect to a Project is fifty thousand dollars ($50,000.00). There is no maximum aggregate amount that may be financed with respect to an Eligible Property, except as stipulated in the Program Guidelines. There is no limit on the total value of all C-PACE Loans issued under the C-PACE Program.

(f) *C-PACE Loan Refinancing or Reimbursement*. The Program Administrator may approve a Loan application submitted within ~~two~~three years of the County's issuance of a certificate of occupancy or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the County and that such Loan may refinance or reimburse the Property Owner for the total costs of such Eligible Improvements.

(g) *Financing Agreements*. Capital Providers may use their own Financing Agreements for C-PACE Loans, but the Financing Agreement may not conflict with the provisions of this chapter, the C-PACE Act, or the C-PACE Program Agreement. To the extent of any conflict, this chapter, the C-PACE Act, and the C-PACE Program Agreement shall prevail.

(h) *C-PACE Program Agreement*. In order to participate in the C-PACE Program, Property Owner and Capital Provider shall enter into a C-PACE Program Agreement, which sets forth certain terms and conditions for participation in the C-PACE Program. The Program Manager is authorized to approve the C-PACE Loan and execute the C-PACE Program Agreement on behalf of the County without further action by the Board of Supervisors. The C-PACE Program Agreement is binding upon the parties thereto and their respective successors and assigns until the C-PACE Loan is paid in full. The Program Administrator may modify the C-PACE Program Agreement as necessary to further the Statewide Program's purpose and to encourage Program participation, so long as such modifications do not conflict with the Program Guidelines, this chapter, the Locality Agreement or the C-PACE Act.

(i) *Repayment of C-PACE Loan; collection of C-PACE Payments*. C-PACE Loans will be repaid by the Property Owner through C-PACE Payments made in the amounts and at such times as set forth in the Assessment Payment Schedule, the C-PACE Documents and Program Guidelines. The Capital Provider shall be responsible, subject to and in accordance with the terms of the C-PACE Program Agreement and other C-PACE Documents, for the servicing of the C-PACE Loans and the collection of C-PACE Payments. If a Capital Provider fails to service a C-PACE Loan, such C-PACE Loan shall be serviced by the Program Administrator. Nothing herein shall prevent the Capital Provider or the Program Administrator from directly billing and collecting the C-PACE Payments from the Property Owner to the extent permitted by the C-PACE Act or other applicable law. The enforcement of C-PACE Loans and their C-PACE Documents during an event of default thereunder is governed by Section 127-2-3.

(j) *C-PACE Loan assumed*. A party which acquires a property which is subject to a C-PACE Lien, whether it obtained ownership of the property voluntarily or involuntarily, becomes the Property Owner under the C-PACE Documents and, by virtue of the C-PACE Lien running with the land, assumes the obligation to repay all remaining unpaid C-PACE Payments which are due and which accrue during such successor Property

Owner's period of ownership. Only the current C-PACE Payment and any Delinquent Payments, together with any penalties, fees and costs of collection, shall be payable at the settlement of a property upon sale or transfer, unless otherwise agreed to by the Capital Provider.

(k) *Transfer of C-PACE Loans*. C-PACE Loans may be transferred, assigned, or sold by a Capital Provider to another Capital Provider at any time until the C-PACE Loan is paid in full provided that the Capital Provider shall (i) notify the Property Owner and the Program Administrator of the transfer prior to the billing date of the next C-PACE Payment due (and within thirty (30) days if the C-PACE Loan is serviced by the Program Administrator), (ii) record a C-PACE Assignment (CP) among the Land Records, and (iii) deliver a copy of the recorded C-PACE Assignment (CP) to the Property Owner, the County, and the Program Administrator. Recordation of the C-PACE Assignment (CP) shall constitute an assumption by the new Capital Provider of the rights and obligations of the original Capital Provider contained in the C-PACE Documents.

(l) *Program Fees*. The Statewide Program is self-financed through Program Fees charged to participating Property Owners, together with any funds budgeted by the General Assembly to support the Statewide Program. The Program Fees are established to cover the actual and reasonable costs to design and administer the Statewide Program, including, without limitation, the compensation of a third-party Program Administrator. The amount(s) of the Program Fees shall be set forth in the Program Guidelines. Program Fees may be changed by the Program Administrator from time to time and shall only apply to C-PACE Loans executed after the date the revised Fees are adopted.

(m) *Locality Agreement*. The County will opt into the Statewide Program by entering into the Locality Agreement, adopting the Statewide Program as the County's own C-PACE Program. In accordance with the C-PACE Act, opting into the C-PACE Program shall not require the County to conduct a competitive procurement process. The Program Manager is authorized to execute the Locality Agreement on behalf of the County without further action by the Board of Supervisors.

(n) *Program Guidelines*. The Program Administrator, under the direction of and in consultation with Virginia Energy, has designed the Program Guidelines to create an open, competitive, and efficient C-PACE Program. The Program Administrator may modify the Program Guidelines from time to time, provided such amendments are (i) consistent with the C-PACE Act and (ii) approved by Virginia Energy before taking effect.

(o) *Indemnification*. The Program Administrator shall indemnify, defend and hold the County harmless against any claim brought against the County or any liability imposed on the County as a result of any action or omission to act by the Program Administrator.

Section 127-2-3. Levy of assessment; recordation; priority; amendment; enforcement and collection costs.

(a) *Levy of voluntary special assessment lien*. Each C-PACE Loan made under the C-PACE Program shall be secured by a voluntary special assessment lien (i.e., a C-PACE Lien) levied by the County against each property benefitting from the Eligible Improvements financed by such C-PACE Loan. The C-PACE Lien shall be in the Loan Amount, but shall secure not only the principal of the C-PACE Loan, but also all interest, delinquent interest, late fees, penalties, Program Fees and collection costs (including attorneys' fees and costs) payable in connection therewith.

(b) *Recordation of C-PACE Lien Certificate*. Each C-PACE Lien will be evidenced by the recordation of a C-PACE Certificate in the Loan Amount, but shall also expressly state that it also secures all interest, delinquent interest, late fees, other types of fees, penalties, and collection costs (including attorneys' fees and costs) payable in connection therewith, and a copy of the Assessment Payment Schedule shall be attached thereto as an exhibit. The Program Manager is hereby authorized to, and shall promptly, execute the C-PACE Certificate on behalf of the County and deliver it to the Capital Provider, without any further action by the Board of Supervisors. Upon the full execution of the C-PACE Documents and funding of the C-PACE Loan, the Capital Provider shall cause the recordation of the C-PACE Certificate in the Land Records.

(c) *Priority*. A recorded C-PACE Lien shall have the same priority as a real property tax lien against real property, except that it shall have priority over any previously recorded mortgage or deed of trust lien only if prior to the recording of the C-PACE Lien (i) Property Owner has obtained a written Lender Consent, in a form and substance acceptable to the holder of such prior mortgage or deed of trust in its sole and exclusive discretion, executed by such lienholder and recorded with the C-PACE Certificate in the Land Records, and (ii) prior to the recording of the C-PACE Certificate, the Property Owner has delivered an executed Property Owner Certification to the County in connection with the C-PACE Loan closing. Only the current and delinquent C-PACE Payments, together with all due but unpaid interest, late fees and penalties, of a C-PACE Assessment shall constitute a first lien on the property, on par with real property tax liens. The C-PACE Lien shall run with the land and that portion of the C-PACE Assessment under the C-PACE Program Agreement that has not yet become due shall not be eliminated by foreclosure of a real property tax lien.

(d) *Amendment of Lien*. Upon written request by a Capital Provider in accordance with the Program Guidelines, the Program Manager, without any further action by the Board of Supervisors, shall join with the Capital Provider and the Property Owner in executing a C-PACE Amendment of the C-PACE Loan and the C-PACE Lien after the closing of the C-PACE Loan. The C-PACE Amendment must be recorded in the Clerk's Office.

(e) *Enforcement and collection costs*. In the event of Property Owner's default under the terms of the C-PACE Documents, the County may enforce the C-PACE Lien for the amount of the Delinquent Payments, late fees, penalties, interest, and any costs of collection in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39, Article 4 of the Virginia Code. If the County elects not to enforce the C-PACE Lien, which election shall be made within thirty (30) days of receipt by the County from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the County will, within fifteen (15) days of the County's determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and delivering such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and shall, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the County, and this right to enforce expressly includes authorization for the Capital Provider to engage legal counsel to advise the Capital Provider and conduct all aspects of such enforcement. Such legal counsel, being authorized to institute suit in the name of the County, shall have the status of "Special Counsel to the County" and an "attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Va. Code §§ 58.1-3966 and 58.1-3969, with the express authority to exercise for the benefit of the Capital Provider every power granted to a local government and/or its Treasurer and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The County waives its right to require such legal counsel to post the optional bond described in Va. Code § 58.1-3966. All collection and enforcement costs and expenses (including legal fees and costs), interest, late fees, other types of fees, and penalties charged by the County or Capital Provider, as applicable and consistent with the C-PACE Act and the Virginia Code, will (i) be added to the Delinquent Payments being collected, (ii) become part of the aggregate amount sued for and collected, (iii) be added to the C-PACE Loan, and (iv) be secured by the C-PACE Lien. Nothing herein shall prevent the Capital Provider to which the C-PACE Lien has been assigned from enforcing the C-PACE Lien to the fullest extent permitted by the C-PACE Documents, the C-PACE Act or general law. The Property Owner of a property being sold to pay Delinquent Payments, or other interested party, may redeem the property at any time prior to the property's sale, in accordance with Va. Code §§ 58.1-3974 and 58.1-3975.

Section 127-2-4. Role of the County; Limitation of Liability.

Property Owners and Capital Providers participate in the C-PACE Program and the Statewide Program at their own risk. By executing the C-PACE Documents, including the C-PACE Program Agreement, or otherwise participating in the C-PACE Program and the Statewide Program, each Property Owner, Capital Provider, contractor or other party or participant hereby acknowledges and agrees, for the benefit of the County and as a condition of participation in the C-PACE Program and the Statewide Program, that: (i) the County does not undertake any obligations under the C-PACE Program and the Statewide Program except as expressly stated herein or in the C-PACE Program Agreement, and no implied covenants or obligations of the County exist; (ii) in the event of a default by a Property Owner, the County has no obligation to use County funds to make C-PACE Payments to any Capital Provider including, without limitation, any fees, expenses, and other charges and penalties, pursuant to a Financing Agreement between the Property Owner and Capital Provider; (iii) no C-PACE Loan, C-PACE Lien, C-PACE Payments, or any other obligation arising from any C-PACE Document, the C-PACE Act, or this chapter is backed by the credit of the County, the Commonwealth, or its political subdivisions, including without limitation County taxes or other County funds; (iv) no C-PACE Loan, C-PACE Payment, C-PACE Lien or other obligation arising from a C-PACE Document shall constitute an indebtedness of the County within the meaning of any constitutional or statutory debt limitation or restriction; (v) the County has not made any representations or warranties, financial or otherwise, concerning a Property Owner, Eligible Property, Capital Provider, Project, or C-PACE Loan; (vi) the County makes no representation or warranty as to, and assumes no responsibility with respect to, the accuracy or completeness of any C-PACE Document, or any assignment or amendment thereof; (vii) the County assumes no responsibility or liability in regard to any Project, or the planning, construction or operation thereof; (viii) each Property Owner or Capital Provider shall, upon request, provide the County with any information associated with a Project or C-PACE Loan that is reasonably necessary to confirm that the Project or C-PACE Loan satisfies the requirements of the Program Guidelines; and (ix) each Property Owner, Capital Provider, or other C-PACE participant in the Program shall comply with all applicable requirements of the Program Guidelines.

Section 127-2-5. Severability.

As provided by Section 1-1-11 of this Code, the provisions of this chapter are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid, or that the application of any part of the chapter or provision to any person or circumstance is invalid, the remaining provisions of this chapter shall not be affected by that decision and continue in full force and effect.

2. That the provisions of the chapter are effective upon adoption.

GIVEN under my hand this _____ day of _____, 202~~5 or 6~~3

_____
Jill G. Cooper,
Clerk for the Board of Supervisors

Appendix A

COMMERICAL PROPERTY ASSESSED
CLEAN ENERGY (C-PACE) FINANCING PROGRAM

C-PACE PROGRAM AGREEMENT

THIS C-PACE PROGRAM AGREEMENT (the "Agreement") is made and entered into as of the date it is fully executed (the "Effective Date"), by and among the **COUNTY OF FAIRFAX, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County"); _____, a [*state of organization*] [*type of business entity*] (the "Property Owner"); and _____, a [*state of organization*] [*type of business entity*] (the "Capital Provider"), and their respective successors and assigns (collectively, the "Parties").

RECITALS:

WHEREAS, §15.2-958.3 of the Virginia Code (the "C-PACE Act"), authorizes the creation of a statewide Commercial Property Assessed Clean Energy ("C-PACE") Program (the "Statewide Program"), sponsored by Virginia Energy and managed by the Virginia PACE Authority, its selected program administrator (the "Program Administrator"), and authorizes Virginia localities to opt into the Statewide Program instead of establishing a stand-alone C-PACE Program for the locality; and

WHEREAS, the Statewide Program facilitates Capital Providers making C-PACE Loans to Property Owners to enable the Property Owners to make Eligible Improvements to Eligible Properties; and

WHEREAS, each C-PACE Loan is secured by a Property Owner's voluntary grant of a C-PACE Lien on an Eligible Property to the locality in which the Eligible Property is located; and

WHEREAS, the County has determined to enable Property Owners to obtain C-PACE Loans for Eligible Improvements located on Eligible Properties in the County by causing the County to opt into the Statewide Program, adopting the Statewide Program as the County's own C-PACE Program, and to implement such determination, the Board of Supervisors of the County has adopted Chapter 127 of the Code of the County (the "Ordinance"); and

WHEREAS, pursuant to the C-PACE Act, the Ordinance, a Locality Agreement between Virginia Energy and the County and the Program Guidelines, the Parties are required to enter into a written agreement specifying the terms and conditions for participating in the Statewide Program;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and to implement the purposes of the C-PACE Act and the Ordinance, the Parties hereby agree as follows:

Section 1 - Definitions.

Unless otherwise defined herein, capitalized terms in this Agreement shall have the meanings given them in the Ordinance.

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Section 2 – Representations and Covenants.

(a) Property Owner represents and covenants that it is the fee simple record owner of the Eligible Property or the lessee under a long-term ground lease of eligible property, including a property that is owned by a public or private entity more particularly described in Exhibit A hereto (the "Property").

(b) Property Owner represents and covenants that (i) it has applied to participate in the Statewide Program, (ii) the Program Administrator has given notice to the County of its approval of Property Owner's application for C-PACE financing and (iii) desires to obtain a C-PACE Loan to construct or install certain Eligible Improvements on the Property.

(c) Property Owner represents and covenants that it has entered or will enter into a Financing Agreement with the Capital Provider that sets forth the terms of the C-PACE Loan. The Assessment Payment Schedule for the C-PACE Loan is set forth in Exhibit B hereto. Property Owner and Capital Provider acknowledge and agree that the Financing Agreement shall include only those costs and fees (including Program Fees) for which a C-PACE Lien may be imposed under the C-PACE Act and the Ordinance.

(d) The Parties acknowledge and agree that should Property Owner default on the C-PACE Loan, the County may enforce the C-PACE Lien for the benefit of Capital Provider according to the C-PACE Documents, the C-PACE Act, the Locality Agreement and the Ordinance. If the County determines not to enforce the C-PACE Lien, which determination shall be made within thirty (30) days of receipt by the County from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the County shall, within fifteen (15) days of the County's determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and deliver such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default.

(e) Property Owner and Capital Provider confirm that they have obtained Lender Consents for each deed of trust or mortgage lien against the Property.

Section 3 – Program Terms and Conditions.

(a) C-PACE Loan. The Capital Provider will provide financing for the Property Owner's Eligible Improvements in accordance with the C-PACE Documents.

(b) Program Fee(s): Property Owner agrees that Program Fee(s) will be [paid directly by Property Owner to the Program Administrator][deducted from C-PACE Loan proceeds at funding and remitted by Capital Provider to the Program Administrator][deducted from C-PACE Payments and remitted by Capital Provider to the Program Administrator] in accordance with the C-PACE Documents and the Program Guidelines and in the amount of $_____, as follows:

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_____.

(c) Imposition of C-PACE Lien. In consideration for the C-PACE Loan provided to Property Owner under the Program, Property Owner hereby requests and authorizes the County to levy a C-PACE Lien against the Property in the Loan Amount, together with all interest, delinquent interest, late fees, other types of fees, penalties and collection costs (including attorneys' fees and costs) payable in connection therewith. To evidence the C-PACE Lien, Property Owner requests that the County execute a C-PACE Lien Certificate that will be recorded in the Land Records of the County, which C-PACE Lien Certificate shall state that it secures both the Loan Amount and also all interest, delinquent interest, late fees, other types of fees, penalties, Program Fees and collection costs (including attorneys' fees and costs) payable in connection therewith, and a copy of the Assessment Payment Schedule shall be attached thereto as an exhibit.

(d) C-PACE Payments. The C-PACE Loan is due and payable to the Capital Provider [or the County for the benefit of the Capital Provider] as set forth in the Assessment Payment Schedule and remitted as follows: _____
_____
_____
_____
_____.
Once the C-PACE Loan, including all accrued interest (both current and delinquent), late fees, other types of fees, penalties, collection costs and Program Fees, has been satisfied and paid in full, Capital Provider and the County, acting at the request and direction of Capital Provider (which shall certify such payment in full to the County), shall execute a joint release of the C-PACE Lien Certificate, and the Capital Provider shall record the release in the Land Records and deliver a copy of the recorded release to Property Owner and the County.

(e) Remittance of C-PACE Payments to Capital Provider: The C-PACE Loan shall be serviced by the Capital Provider, and Property Owner's C-PACE Payments shall be paid directly to its Capital Provider. The foregoing notwithstanding, if for any reason Property Owner's C-PACE Payments are payable to the Program Administrator or the County, then the party receiving such C-PACE Payments shall remit all such payments to the Capital Provider within thirty (30) days of receipt, subject, if applicable, to the deduction and remittance of the Program Fees to the Program Administrator as set forth in Section 3(b), above, the C-PACE Documents and the Program Guidelines.

(f) Maintenance of Assessment. The County agrees to maintain and continue the C-PACE Lien on the Property for the benefit of Capital Provider until the C-PACE Loan, including all principal, interest, fees, other types of fees, penalties, collection costs and Program Fees and other sums due, is paid in full.

(g) Assignment. Capital Provider shall have the right to assign the C-PACE Loan and C-PACE Lien to a successor Capital Provider by the execution, delivery and recordation of a C-PACE Assignment (CP) in the Land Records, provided all of the following conditions are met:

Appendix A

(1) The C-PACE Assignment (CP) is made pursuant to the requirements of the Ordinance and the Program Guidelines;

(2) The Program Administrator and Property Owner are notified in writing of the assignment or transfer and provided the address where future C-PACE Payments should be mailed, either at closing, if the assignment occurs then, or at least thirty (30) days before the next Payment is due according to the Assessment Payment Schedule; and

(3) The assignee or transferee, by operation of the C-PACE Assignment (CP) or otherwise, assumes Capital Provider's obligations under the C-PACE Documents.

(4) If for any reason C-PACE Payments are being paid to the County, neither of them shall be obligated to remit C-PACE Payments to a new Capital Provider to which the C-PACE Loan is being assigned until a recorded copy of the C-PACE Assignment (CP) has been provided to the County at the following addresses:

Office of Environmental and Energy Coordination
C/O: C-PACE Program Manager
12000 Government Center Pkwy.
Suite 533
Fairfax, VA 22035

Department of Tax Administration
C/O: Revenue Collection Division Director
12000 Government Center Pkwy.
Suite 223
Fairfax, VA 22035

Upon written notice to the Program Administrator and Property Owner of an assignment or transfer of the right to receive the C-PACE Payments that meets all of these conditions, the assignor shall be released of all of the obligations of the Capital Provider under the C-PACE Documents accruing after the date of the assignment. Any attempt to assign or transfer the C-PACE Loan or C-PACE Lien that does not meet all of these conditions is void.

(h) Lien Priority and Enforcement. Pursuant to the C-PACE Act, the Ordinance and the Program Guidelines:

(1) Delinquent Payments on the C-PACE Loan will incur interest and penalties as set forth in the C-PACE Documents.

(2) The C-PACE Lien, together with any penalties and interest thereon:

(i) has the same priority status as a lien for County real estate taxes;

(ii) has superior lien status to all subordinated liens against the Property

from the date on which the C-PACE Lien Certificate is filed in the Land Records until the financing secured by the C-PACE Lien and any penalties and interest are paid in full;

(iii) shall run with the land, and notwithstanding Va. Code Sec. 58.1-3967, any portion of the C-PACE Lien that has not yet become due under the C-PACE Documents is not eliminated by the foreclosure of: (i) a County property tax lien, or (ii) the lien for any past due portion of the C-PACE Loan.

(iv) In the event of a sale or transfer of the Property by Property Owner, the obligation for the C-PACE Lien and Property Owner's obligations under the C-PACE Documents will be assumed by and transferred to the succeeding owner.

(3) In the event of Property Owner's default under the terms of the C-PACE Documents, the County may enforce the C-PACE Lien for the amount of the Delinquent Payments, late fees, penalties, interest, and any costs of collection in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39, Article 4 of the Virginia Code. Capital Provider agrees to cooperate with the County and its Treasurer in its enforcement of the C-PACE Lien by providing all necessary documents and information concerning the delinquent C-PACE Loan as requested by the County Attorney's Office. If the County determines not to enforce the C-PACE Lien itself, which determination shall be made within thirty (30) days of receipt by the County from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the County shall, within fifteen (15) days of the County's determination not to enforce the C-PACE lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and deliver such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and shall, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the County and this right to enforce expressly includes authorization for the Capital Provider to engage legal counsel to advise the Capital Provider and conduct all aspects of such enforcement. Such legal counsel, being authorized to institute suit in the name of the County shall have the status of "Special Counsel to the County" and an "attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Va. Code Secs. 58.1-3966 and 58.1-3969, with the express authority to exercise for the benefit of the Capital Provider every power granted

to a local government or its Treasurer and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The County waives its right to require such legal counsel to post the optional bond described in Va. Code Sec. 58.1-3966. All collection and enforcement costs and expenses (including legal fees and costs), interest, late fees, other types of fees, and penalties charged by the County or Capital Provider, as applicable and consistent with the C-PACE Act and the Virginia Code, shall (i) be added to the Delinquent Payments being collected, (ii) become part of the aggregate amount sued for and collected, (iii) be added to the C-PACE Loan, and (iv) be secured by the C-PACE Lien. Nothing herein shall prevent the Capital Provider to which the C-PACE Lien has been assigned from enforcing the C-PACE Lien to the fullest extent permitted by the C-PACE Documents, the C-PACE Act or general law. The Property Owner of a Property being sold to pay Delinquent Payments, or other interested party, may redeem the Property at any time prior to the Property's sale, in accordance with Va. Code Secs. 58.1-3974 and 58.1-3975.

(4) In a bill in equity for sale of a Property to collect Delinquent Payments, the County will be entitled to recover the Delinquent Payments, late fees, other types of fees, penalties, Program Fees, interest due, and the costs and expenses of collection, including attorney's fees and costs, all as set forth in the C-PACE Documents.

(i) Property Owner's Waiver of Certain Defenses; Confession of Judgment: By executing this Agreement, Property Owner acknowledges and agrees as follows:

(1) After the C-PACE Lien Certificate is recorded, Property Owner waives the right to contest the Lien on the basis that the improvements funded with the C-PACE Loan are not Eligible Improvements;

(2) Property Owner waives all defenses, affirmative or otherwise, to any enforcement or collection action brought as a result of Property Owner's default in the payment of the C-PACE Payments due pursuant to the C-PACE Documents;

(3) To the extent permitted by the Financing Agreement, Property Owner waives all defenses to the imposition of personal liability for corporate officers as permitted under Section 58.1-3965(F) of the Virginia Code;

(4) Property Owner shall provide a confession of judgment if requested by the Capital Provider.

(j) Written Contract Required by the C-PACE Act and Ordinance. This C-PACE Program Agreement constitutes the written contract specifying the terms and conditions for C-PACE Program participation as required by §15.2-958.3(B)(7) of the C-PACE Act.

(k) Transfer of C-PACE Funded Improvements. Property Owner agrees that all Improvements purchased, constructed, or installed through financing obtained pursuant to the C-PACE Program shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of and sale or assignment of the Property; provided, however, that if Improvements become obsolete or the Property Owner otherwise determines they need to be replaced with other Improvements of equal or greater value, such Improvements may be removed and other Improvements of equal or greater value installed.

(l) No Cost to County. No provision of this Agreement requires the County to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

(m) Term of the Agreement. The term of this Agreement shall commence upon the Effective Date and shall be in full force and effect until the C-PACE Loan has been irrevocably paid in full.

Section 4 - Indemnification.

Without limiting any other obligation or liability of the Property Owner, or any right or remedy of the Capital Provider or the County, Property Owner agrees to indemnify and hold harmless the Capital Provider and the County, its supervisors, directors, officers, employees, agents, subsidiaries, and affiliates (each, an "Indemnified Party"), from and against all damages, losses, settlement payments, obligations, liabilities, claims, suits, penalties, assessments, citations, directives, demands, judgments, actions or causes of action, whether created by statute or common law, including all costs and expenses, including attorneys' fees, arising from or associated with this C-PACE Loan transaction. This section shall survive the expiration of the Term of this Agreement.

Section 5 - Miscellaneous Provisions.

(a) Construction. This Agreement is to be construed in accordance with and with reference to the C-PACE Act, the Ordinance, the Locality Agreement and the Program Guidelines.

(b) Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed and delivered all such further acts for implementing the intention of this Agreement as may be reasonably necessary or required.

(c) Severability. If the C-PACE Act, the Ordinance, the Locality Agreement or any clause, provision, or section of this Agreement, is challenged and held by a court of competent jurisdiction to be unenforceable by the County or Capital Provider, Property Owner agrees to continue to make the C-PACE Payments required under the C-PACE Documents and agrees to execute any and all documentation to perfect and enforce the C-PACE Loan as required by the County or Capital Provider. The invalidity of any clause, provision, or section of this Agreement shall not affect any remaining clauses, provisions, or sections of this Agreement, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision, or section had not been included herein.

Appendix A

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Electronically transmitted and digitally signed signatures shall have the same force and effect as, and shall be treated as, a "wet ink" original signature.

(e) Notices. All notices, requests, consents and other communications (collectively, "Notices") shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

If to the County:

Office of Environmental and Energy Coordination
C/O: C-PACE Program Manager
12000 Government Center Pkwy.
Suite 533
Fairfax, VA 22035

Department of Tax Administration
C/O: Revenue Collection Division Director
12000 Government Center Pkwy.
Suite 223
Fairfax, VA 22035

If to the Property Owner:

[Address]

If to the Capital Provider:

[Address]

If to the Program Administrator:

Virginia PACE Authority
c/o Gather Newport News
700 Tech Center Pkwy, Suite 200
Newport News, VA 23606

Attention: Abigail C. Johnson
Executive Director
Tel: 757-603-3555
abby@virginiapace.com

~~[Address]~~

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Notice by e-mail under this paragraph is only permitted if each party listed above has furnished its respective e-mail address as part of its notice address above. By doing so, each

such party agrees, for itself and its successors and assigns, to supply to each of the other Parties any replacement e-mail address within two (2) business days of its adoption, by a permitted means other than e-mail. All Notices are effective when received.

(f) Amendment and Waivers. Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed by the Parties.

(g) Applicable Law and Venue. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. In any action, in equity or at law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the County.

(h) Successors and Assigns. This Agreement is binding upon and made for the benefit of the Property Owner, the Capital Provider, the County, and their respective successors and permitted assigns.

(i) Entire Agreement. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement.

(j) Headings. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS.]

Appendix A

IN WITNESS WHEREOF, the County, the Property Owner and the Capital Provider have each caused this Agreement to be executed on the date(s) entered below:

COUNTY OF FAIRFAX, VIRGINIA

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES CONTINUE ON NEXT PAGE]

Appendix A

[PROPERTY OWNER'S SIGNATURE PAGE TO C-PACE PROGRAM AGREEMENT]

PROPERTY OWNER:
[insert Property Owner's name]

By: _____
Name: _____
Title: _____
Date: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES CONTINUE ON NEXT PAGE]

Appendix A

[CAPITAL PROVIDER'S SIGNATURE PAGE TO C-PACE PROGRAM AGREEMENT]

CAPITAL PROVIDER:
[insert Capital Provider's name]

By: _____
Name: _____
Title: _____
Date: _____

Appendix A

Exhibit A

Property Description

Appendix A

Exhibit B

Assessment Payment Schedule

(100508678.8)

AN ORDINANCE AMENDING CHAPTER 127 OF THE FAIRFAX COUNTY CODE, RELATING TO THE COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY AND RESILIENCY PROGRAM

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Chapter 127, relating to the Commercial Property Assessed Clean Energy and Resiliency Program.

Be it ordained by the Board of Supervisors of Fairfax County:

1. That Chapter 127 of the Fairfax County Code is amended and readopted as follows:

ARTICLE 1. General Provisions.

Section 127-1-1. Short Title.

This ordinance shall be known as the Fairfax County C-PACE Ordinance.

Section 127-1-2. Purpose and Authority.

Pursuant to the authority granted in *Virginia Code* § 15.2-958.3, as amended, any Virginia locality may enact an ordinance authorizing contracts to provide loans for the initial acquisition, installation, and refinancing of eligible improvements with free and willing property owners of both existing properties and new construction. Subject to the limitations set forth in this chapter, the C-PACE Act, or other applicable law, each C-PACE Loan, inclusive of principal, interest, and any financed fees, costs, or expenses, will be secured by the placement of a voluntary special assessment lien against the property that is the subject of the loan. After due consideration, the Board of Supervisors hereby determines that a commercial property assessed clean energy financing program will facilitate and encourage the renovation of existing buildings and foster the construction of new buildings with a variety of efficient features, improving the general welfare of, and promoting economic growth in, the County. Further, the Board of Supervisors hereby authorizes the County C-PACE Program to operate in coordination with the statewide C-PACE program, all in accordance with the C-PACE Act.

Section 127-1-3. Definitions.

(a) *Assessment Payment Schedule* means the schedule of installments of C-PACE Payments to be made in the repayment of the C-PACE Loan, which shall be attached to the C-PACE Program Agreement.

(b) *Board of Supervisors* means the Board of Supervisors of the County of Fairfax, Virginia.

(c) *C-PACE* means Commercial Property Assessed Clean Energy.

(d) *C-PACE Act* means Virginia's "Commercial Property Assessed Clean Energy (C-PACE) financing programs" law, codified at *Virginia Code* § 15.2-958.3, as amended.

(e) *C-PACE Amendment* means an amendment of the C-PACE Lien executed by the Capital Provider, the Property Owner and the Program Manager, as permitted in the C-PACE Documents, which C-PACE Amendment shall be recorded in the Clerk's Office to evidence each amendment to the C-PACE Loan and the C-PACE Lien.

(f) *C-PACE Assignment (CP)* means a written assignment by one Capital Provider to another Capital Provider of the C-PACE Payments and/or C-PACE Lien pursuant to the terms of the assignment document.

(g) *C-PACE Assignment (Locality)* means a written assignment by the County to the Capital Provider to whom the C-PACE Loan is then due, wherein the County relinquishes and assigns its right to enforce the C-PACE Lien to the Capital Provider, substantially in the form attached as Addendum 1 to the C-PACE Lien Certificate.

(h) *C-PACE Documents* means the C-PACE Program Agreement, Financing Agreement, C-PACE Lien Certificate, C-PACE Assignment (CP) (if any), C-PACE Assignment (Locality) (if any), C-PACE Amendment (if any), and any other document, agreement, or instrument executed in connection with a C-PACE Loan.

(i) *C-PACE Lien or Lien* means the voluntary special assessment lien levied against the property as security for the C-PACE Loan.

(j) *C-PACE Lien Certificate* means the voluntary special assessment lien document duly recorded among the Land Records against an Eligible Property to secure a C-PACE Loan.

(k) *C-PACE Loan or Loan* means a loan made under the Program by a Capital Provider to a Property Owner to finance a Project in accordance with the Program Guidelines.

(l) *C-PACE Payment* means the periodic installment payments of the C-PACE Loan, due and payable by Property Owner, due and payable to the Capital Provider or Program Administrator as permitted by the C-PACE Act in such amounts and at such times as described in the Assessment Payment Schedule.

(m) *C-PACE Program* means the program established by the County through this chapter, in accordance with the C-PACE Act, that in coordination with the Statewide Program facilitates the financing of Eligible Improvements and provides for a C-PACE Lien to be levied and recorded against the Eligible Property to secure the C-PACE Loan.

(n) *C-PACE Program Agreement* means the agreement executed among the Property Owner, the County, and the Capital Provider, and their respective successors and assigns, which includes the terms and conditions for participation in the C-PACE Program and the Property Owner's acknowledgment and consent for the County to impose a voluntary special assessment, record a C-PACE Lien Certificate against the Property Owner's Eligible Property and, if the County so determines, assign the rights to enforce the C-PACE Lien and C-PACE Lien Certificate to the Capital Provider. The C-PACE Program Agreement must be substantially in the form attached hereto as Appendix A.

(o) *Capital Provider* means (1) a private lending institution that has been approved by the Program Administrator in accordance with the Program Guidelines to originate a C-PACE Loan and its successors and assigns; or (2) the current holder of a C-PACE Loan.

(p) *County* means the County of Fairfax, Virginia.

(q) *Clerk's Office* means the Office of the Clerk of the Circuit Court of the County of Fairfax, Virginia.

(r) *Commonwealth* means the Commonwealth of Virginia.

(s) *Delinquent Payment* means any C-PACE Payment not paid by a Property Owner in accordance with the C-PACE Documents.

(t) *Eligible Improvement* means the initial acquisition and installation of any of the following improvements made to Eligible Properties:

(1) Energy efficiency improvements;

(2) Water efficiency and safe drinking water improvements;

(3) Renewable energy improvements;

(4) Resiliency improvements;

(5) Stormwater management improvements;

(6) Environmental remediation improvements; and

(7) Electric vehicle infrastructure improvements.

Eligible Improvements may be made to both existing Properties and new construction, as further prescribed in this chapter and the Program Guidelines. Eligible Improvements shall include types of authorized improvements added by the General Assembly to the C-PACE Act after the date of adoption of this chapter, without need for a conforming amendment of this chapter. In addition to the elaboration on the types of Eligible Improvements provided in Sec. 127-2-1, below, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations, and examples of these categories of Eligible Improvements..

(u) *Eligible Property* means all assessable commercial real estate, located within the County, with all buildings located or to be located thereon, whether vacant or occupied, whether improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the County. Eligible Property or Property may include multifamily properties with no fewer than five units, common areas of real estate owned by a cooperative or a property owners' association as defined in §55.1-1800 that have a separate real property tax identification number, and commercial condominiums as defined in §55.1-1900. Residential real estate with fewer than five units is not eligible for the C-PACE Program.

(v) *Financing Agreement* means the written agreement, as may be amended, modified, or supplemented from time to time, between a Property Owner and a Capital Provider, regarding matters related to the extension and repayment of a C-PACE Loan to finance Eligible Improvements. The Financing Agreement may contain any lawful terms agreed to by the Capital Provider and the Property Owner.

(w) *Land Records* means the Land Records of the Clerk's Office.

(x) *Lender Consent* means a written subordination agreement, in a form and substance acceptable to each prior lienholder in its sole and exclusive discretion, executed by each mortgage or deed of trust lienholder with a lien on the property that is the subject of a C-PACE Loan, which allows the C-PACE Lien to have senior priority over the mortgage or deed of trust liens.

(y) *Loan Amount* means the original principal amount of a C-PACE Loan.

(z) *Locality Agreement* means the Virginia Energy – Locality Commercial Property Assessed Clean Energy Agreement between Virginia Energy and the County pursuant to which the County elects to participate in the Statewide Program. The Locality Agreement shall be substantially in the form attached hereto as Appendix B.

(aa) *Program Administrator* means a private third party retained by Virginia Energy to provide professional services to administer the Statewide Program in accordance with the requirements of the C-PACE Act, this chapter, the Locality Agreement, and the Program Guidelines.

(bb) *Program Fee(s)* means the fee(s) authorized by the C-PACE Act and charged to participating Property Owners to cover the costs to design and administer the Statewide Program, including, without limitation, compensation of the Program Administrator. While Capital Providers are required to service their C-PACE Loans, if a Capital Provider does not do so and the Program Administrator assumes the servicing responsibility and charges a servicing fee, the servicing fee shall also be included among the Program Fees.

(cc) *Program Guidelines* means a comprehensive document setting forth those procedures, eligibility rules, restrictions, Program Fee(s), responsibilities, and other requirements promulgated for the governance and administration of the Statewide Program.

(dd) *Program Manager* means the Fairfax County Executive or such person designated in writing by the Fairfax County Executive to (1) supervise the County's C-PACE Program and participation in the Statewide Program, (2) act as liaison with the Program Administrator, and (3) advise the Program Administrator as to who will sign the C-PACE Documents to which the County is a party on the County's behalf. If the employee of the County who customarily signs agreements for the County is not the person designated as Program Manager, then references in this Ordinance and in the C-PACE Documents to the Program Manager signing certain C-PACE Documents on behalf of the County shall be construed to also authorize such customary signatory for the County to execute such C-PACE Documents.

(ee) *Project* means the construction or installation of Eligible Improvements on Eligible Property.

(ff) *Property Owner* means the fee simple owner of eligible property or the lessee under a long-term ground lease of eligible property, including a property that is owned by a public or private entity. To be eligible for a C-PACE loan (1) the term of the C-PACE loan shall not exceed the remaining term of the ground lease, (2) there shall be no ground lease provisions or other circumstances that would prevent the property owner from participating in the C-PACE loan program, (3) the fee simple owner shall consent to the C-PACE loan, and (4) the fee simple owner and the lessee under a long-term ground lease shall comply with the requirements of the C-PACE loan program, including the program guide.

(gg) *Property Owner Certification* means a notarized certificate from a Property Owner, certifying that (1) the Property Owner is current on all loan payments secured by a mortgage or deed of trust lien on the property and on real estate tax payments, (2) the Property Owner is not insolvent or in bankruptcy proceedings, and (3) that the title of the property is not in dispute, as evidenced by a title report or title insurance commitment from a licensed title insurance company acceptable to the Program Administrator and Capital Provider.

(hh) *Statewide Program* means the statewide C-PACE financing program sponsored by Virginia Energy, established to provide C-PACE Loans to Property Owners in accordance with the C-PACE Act, this ordinance, the Locality Agreement, the C-PACE Documents, and the Program Guidelines.

(ii) *Useful Life* means the normal operating life of the fixed asset.

(jj) *Virginia Code or Va. Code* means the Code of Virginia of 1950, as amended.

(kk) *Virginia Energy* means the Virginia Department of Energy.

ARTICLE 2. Program Structure

Section 127-2-1. - C-PACE Program; Eligible Improvements.

(a) *C-PACE Program*. The C-PACE Program shall be available throughout the County, provided that the Property Owner, the property, the proposed Eligible Improvements, the Capital Provider and the principal contractors all qualify for the Statewide Program. The following types of improvements constitute Eligible Improvements, which may be financed with a C-PACE Loan:

(1) Renewable energy production and distribution facilities (e.g., solar photovoltaic, fiber optic solar, solar thermal, wind, wave and/or tidal energy, biomass, combined heat and power, geothermal and fuel cells), whether attached to a building or sited on the ground, and the storage and/or distribution of the energy produced thereby, whether for use on-site or sale or export to a utility or pursuant to a power purchase agreement with a non-utility purchaser);

(2) Energy usage efficiency systems (e.g., high efficiency lighting and building systems, heating, ventilation and air conditioning (HVAC) upgrades, air duct sealing, high efficiency hot water heating systems, building shell or envelope improvements, reflective roof, cool roof or green roof systems, and/or weather-stripping), or other capital improvements or systems which result in the reduction of consumption of energy over a baseline established in accordance with the Program Guidelines;

(3) Water usage efficiency and safe drinking water improvements (e.g., recovery, purification, recycling, and other forms of water conservation), or other capital improvements or systems which result in the reduction of consumption of water over a baseline established in accordance with the Program Guidelines;

(4) Resiliency improvements which increase the capacity of a structure of infrastructure to withstand or recover from natural disasters, the effects of climate change, and attacks and accidents, including, but not limited to:

i. Flood mitigation or the mitigation of the impacts of flooding;

ii. Inundation adaption;

iii. Natural or nature-based features and living shorelines, as defined in Va. Code § 28.2-104.1;

iv. Enhancement of fire or wind resistance, including but not limited to reinforcement and insulation of a building envelope to reduce the impacts of excessive heat or wind;

v. Microgrids;

vi. Energy storage; and

vii. Enhancement of the resilience capacity of a natural system, structure, or infrastructure;

(5) Stormwater management improvements that reduce onsite stormwater runoff into a stormwater system, such as reduction in the quantity of impervious surfaces or providing for the onsite filtering of stormwater;

(6) Environmental remediation improvements, including but not limited to:

i. Improvements that promote indoor air and water quality;

ii. Asbestos remediation;

iii. Lead paint removal; and

iv. Mold remediation;

v. Soil or groundwater remediation;

(7) Electric vehicle infrastructure improvements, such as charging stations;

(8) Construction, renovation, or retrofitting of an Eligible Property directly related to the accomplishment of any purpose listed in subsections (1)–(7), above, whether such Eligible Improvement was erected or installed in or on a building or on the ground, it being the express intention of the County to allow Eligible Improvements that constitute, or are part of, the construction of a new structure or building to be financed with a C-PACE Loan; and

(9) Any other category of improvement (i) approved by the Program Administrator with consent of the Program Manager as qualifying for financing under the C-PACE Act (including amendments thereto which authorize additional types of Eligible Improvements) and the Statewide Program, or (ii) added by the General Assembly to the C-PACE Act after the date of adoption of this Ordinance, without need for a conforming amendment of this chapter. In addition, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations, and examples of these categories of Eligible Improvements.

(b) *Use of C-PACE Loan Proceeds*. The proceeds of a C-PACE Loan may be used to pay construction, development and consulting costs directly related to an Eligible Improvement Project, including without limitation, the cost of labor, materials, machinery, equipment, plans, specifications, due diligence studies, consulting services (e.g., architectural, engineering, energy, financial and legal), Program Fees, C-PACE Loan fees, capitalized interest, interest reserves, and transaction underwriting and closing costs.

(c) *Program applications; prioritization*. The Program Administrator shall make available the Statewide Program's program application process, to provide for the review and approval of proposed Eligible Improvements and C-PACE Documents. Program applications will be processed by the Statewide Program in accordance with the eligibility requirements and procedures set forth in the Program Guidelines.

Section 127-2-2. C-PACE Loan requirements; Program Fees; reporting; Program Administrator; Program Guidelines.

(a) *Source of Loans*. C-PACE Loans shall be originated by Capital Providers. The County and/or its respective governmental entities have no obligation to originate any C-PACE Loans. The County shall not guaranty any C-PACE Loans.

(b) *C-PACE Loan Interest Rate*. The interest rate of a C-PACE Loan shall be the rate or rates set forth in the C-PACE Documents.

(c) *C-PACE Loan Term*. The term of a C-PACE Loan may not exceed the weighted average of the Useful Life of the approved Eligible Improvements, as determined by the Program Administrator.

(d) *Apportionment of Costs*. All of the costs incidental to the financing, administration, collection, and/or enforcement of the C-PACE Loan shall be borne by the Property Owner.

(e) *C-PACE Loan Amount thresholds*. The minimum Loan Amount that may be financed with respect to a Project is fifty thousand dollars ($50,000.00). There is no maximum aggregate amount that may be financed with respect to an Eligible Property, except as stipulated in the Program Guidelines. There is no limit on the total value of all C-PACE Loans issued under the C-PACE Program.

(f) *C-PACE Loan Refinancing or Reimbursement*. The Program Administrator may approve a Loan application submitted within three years of the County's issuance of a certificate of occupancy or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the County and that such Loan may refinance or reimburse the Property Owner for the total costs of such Eligible Improvements.

(g) *Financing Agreements*. Capital Providers may use their own Financing Agreements for C-PACE Loans, but the Financing Agreement may not conflict with the provisions of this chapter, the C-PACE Act, or the C-PACE Program Agreement. To the extent of any conflict, this chapter, the C-PACE Act, and the C-PACE Program Agreement shall prevail.

(h) *C-PACE Program Agreement*. In order to participate in the C-PACE Program, Property Owner and Capital Provider shall enter into a C-PACE Program Agreement, which sets forth certain terms and conditions for participation in the C-PACE Program. The Program Manager is authorized to approve the C-PACE Loan and execute the C-PACE Program Agreement on behalf of the County without further action by the Board of Supervisors. The C-PACE Program Agreement is binding upon the parties thereto and their respective successors and assigns until the C-PACE Loan is paid in full. The Program Administrator may modify the C-PACE Program Agreement as necessary to further the Statewide Program's purpose and to encourage Program participation, so long as such modifications do not conflict with the Program Guidelines, this chapter, the Locality Agreement or the C-PACE Act.

(i) *Repayment of C-PACE Loan; collection of C-PACE Payments*. C-PACE Loans will be repaid by the Property Owner through C-PACE Payments made in the amounts and at such times as set forth in the Assessment Payment Schedule, the C-PACE Documents and Program Guidelines. The Capital Provider shall be responsible, subject to and in accordance with the terms of the C-PACE Program Agreement and other C-PACE Documents, for the servicing of the C-PACE Loans and the collection of C-PACE Payments. If a Capital Provider fails to service a C-PACE Loan, such C-PACE Loan shall be serviced by the Program Administrator. Nothing herein shall prevent the Capital Provider or the Program Administrator from directly billing and collecting the C-PACE Payments from the Property Owner to the extent permitted by the C-PACE Act or other applicable law. The enforcement of C-PACE Loans and their C-PACE Documents during an event of default thereunder is governed by Section 127-2-3.

(j) *C-PACE Loan assumed*. A party which acquires a property which is subject to a C-PACE Lien, whether it obtained ownership of the property voluntarily or involuntarily, becomes the Property Owner under the C-PACE Documents and, by virtue of the C-PACE Lien running with the land, assumes the obligation to repay all remaining unpaid C-PACE Payments which are due and which accrue during such successor Property

Owner's period of ownership. Only the current C-PACE Payment and any Delinquent Payments, together with any penalties, fees and costs of collection, shall be payable at the settlement of a property upon sale or transfer, unless otherwise agreed to by the Capital Provider.

(k) *Transfer of C-PACE Loans*. C-PACE Loans may be transferred, assigned, or sold by a Capital Provider to another Capital Provider at any time until the C-PACE Loan is paid in full provided that the Capital Provider shall (i) notify the Property Owner and the Program Administrator of the transfer prior to the billing date of the next C-PACE Payment due (and within thirty (30) days if the C-PACE Loan is serviced by the Program Administrator), (ii) record a C-PACE Assignment (CP) among the Land Records, and (iii) deliver a copy of the recorded C-PACE Assignment (CP) to the Property Owner, the County, and the Program Administrator. Recordation of the C-PACE Assignment (CP) shall constitute an assumption by the new Capital Provider of the rights and obligations of the original Capital Provider contained in the C-PACE Documents.

(l) *Program Fees*. The Statewide Program is self-financed through Program Fees charged to participating Property Owners, together with any funds budgeted by the General Assembly to support the Statewide Program. The Program Fees are established to cover the actual and reasonable costs to design and administer the Statewide Program, including, without limitation, the compensation of a third-party Program Administrator. The amount(s) of the Program Fees shall be set forth in the Program Guidelines. Program Fees may be changed by the Program Administrator from time to time and shall only apply to C-PACE Loans executed after the date the revised Fees are adopted.

(m) *Locality Agreement*. The County will opt into the Statewide Program by entering into the Locality Agreement, adopting the Statewide Program as the County's own C-PACE Program. In accordance with the C-PACE Act, opting into the C-PACE Program shall not require the County to conduct a competitive procurement process. The Program Manager is authorized to execute the Locality Agreement on behalf of the County without further action by the Board of Supervisors.

(n) *Program Guidelines*. The Program Administrator, under the direction of and in consultation with Virginia Energy, has designed the Program Guidelines to create an open, competitive, and efficient C-PACE Program. The Program Administrator may modify the Program Guidelines from time to time, provided such amendments are (i) consistent with the C-PACE Act and (ii) approved by Virginia Energy before taking effect.

(o) *Indemnification*. The Program Administrator shall indemnify, defend and hold the County harmless against any claim brought against the County or any liability imposed on the County as a result of any action or omission to act by the Program Administrator.

Section 127-2-3. Levy of assessment; recordation; priority; amendment; enforcement and collection costs.

(a) *Levy of voluntary special assessment lien*. Each C-PACE Loan made under the C-PACE Program shall be secured by a voluntary special assessment lien (i.e., a C-PACE Lien) levied by the County against each property benefitting from the Eligible Improvements financed by such C-PACE Loan. The C-PACE Lien shall be in the Loan Amount, but shall secure not only the principal of the C-PACE Loan, but also all interest, delinquent interest, late fees, penalties, Program Fees and collection costs (including attorneys' fees and costs) payable in connection therewith.

(b) *Recordation of C-PACE Lien Certificate*. Each C-PACE Lien will be evidenced by the recordation of a C-PACE Certificate in the Loan Amount, but shall also expressly state that it also secures all interest, delinquent interest, late fees, other types of fees, penalties, and collection costs (including attorneys' fees and costs) payable in connection therewith, and a copy of the Assessment Payment Schedule shall be attached thereto as an exhibit. The Program Manager is hereby authorized to, and shall promptly, execute the C-PACE Certificate on behalf of the County and deliver it to the Capital Provider, without any further action by the Board of Supervisors. Upon the full execution of the C-PACE Documents and funding of the C-PACE Loan, the Capital Provider shall cause the recordation of the C-PACE Certificate in the Land Records.

(c) *Priority*. A recorded C-PACE Lien shall have the same priority as a real property tax lien against real property, except that it shall have priority over any previously recorded mortgage or deed of trust lien only if prior to the recording of the C-PACE Lien (i) Property Owner has obtained a written Lender Consent, in a form and substance acceptable to the holder of such prior mortgage or deed of trust in its sole and exclusive discretion, executed by such lienholder and recorded with the C-PACE Certificate in the Land Records, and (ii) prior to the recording of the C-PACE Certificate, the Property Owner has delivered an executed Property Owner Certification to the County in connection with the C-PACE Loan closing. Only the current and delinquent C-PACE Payments, together with all due but unpaid interest, late fees and penalties, of a C-PACE Assessment shall constitute a first lien on the property, on par with real property tax liens. The C-PACE Lien shall run with the land and that portion of the C-PACE Assessment under the C-PACE Program Agreement that has not yet become due shall not be eliminated by foreclosure of a real property tax lien.

(d) *Amendment of Lien*. Upon written request by a Capital Provider in accordance with the Program Guidelines, the Program Manager, without any further action by the Board of Supervisors, shall join with the Capital Provider and the Property Owner in executing a C-PACE Amendment of the C-PACE Loan and the C-PACE Lien after the closing of the C-PACE Loan. The C-PACE Amendment must be recorded in the Clerk's Office.

(e) *Enforcement and collection costs*. In the event of Property Owner's default under the terms of the C-PACE Documents, the County may enforce the C-PACE Lien for the amount of the Delinquent Payments, late fees, penalties, interest, and any costs of collection in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39, Article 4 of the Virginia Code. If the County elects not to enforce the C-PACE Lien, which election shall be made within thirty (30) days of receipt by the County from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the County will, within fifteen (15) days of the County's determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and delivering such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and shall, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the County, and this right to enforce expressly includes authorization for the Capital Provider to engage legal counsel to advise the Capital Provider and conduct all aspects of such enforcement. Such legal counsel, being authorized to institute suit in the name of the County, shall have the status of "Special Counsel to the County" and an "attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Va. Code §§ 58.1-3966 and 58.1-3969, with the express authority to exercise for the benefit of the Capital Provider every power granted to a local government and/or its Treasurer and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The County waives its right to require such legal counsel to post the optional bond described in Va. Code § 58.1-3966. All collection and enforcement costs and expenses (including legal fees and costs), interest, late fees, other types of fees, and penalties charged by the County or Capital Provider, as applicable and consistent with the C-PACE Act and the Virginia Code, will (i) be added to the Delinquent Payments being collected, (ii) become part of the aggregate amount sued for and collected, (iii) be added to the C-PACE Loan, and (iv) be secured by the C-PACE Lien. Nothing herein shall prevent the Capital Provider to which the C-PACE Lien has been assigned from enforcing the C-PACE Lien to the fullest extent permitted by the C-PACE Documents, the C-PACE Act or general law. The Property Owner of a property being sold to pay Delinquent Payments, or other interested party, may redeem the property at any time prior to the property's sale, in accordance with Va. Code §§ 58.1-3974 and 58.1-3975.

Section 127-2-4. Role of the County; Limitation of Liability.

Property Owners and Capital Providers participate in the C-PACE Program and the Statewide Program at their own risk. By executing the C-PACE Documents, including the C-PACE Program Agreement, or otherwise participating in the C-PACE Program and the Statewide Program, each Property Owner, Capital Provider, contractor or other party or participant hereby acknowledges and agrees, for the benefit of the County and as a condition of participation in the C-PACE Program and the Statewide Program, that: (i) the County does not undertake any obligations under the C-PACE Program and the Statewide Program except as expressly stated herein or in the C-PACE Program Agreement, and no implied covenants or obligations of the County exist; (ii) in the event of a default by a Property Owner, the County has no obligation to use County funds to make C-PACE Payments to any Capital Provider including, without limitation, any fees, expenses, and other charges and penalties, pursuant to a Financing Agreement between the Property Owner and Capital Provider; (iii) no C-PACE Loan, C-PACE Lien, C-PACE Payments, or any other obligation arising from any C-PACE Document, the C-PACE Act, or this chapter is backed by the credit of the County, the Commonwealth, or its political subdivisions, including without limitation County taxes or other County funds; (iv) no C-PACE Loan, C-PACE Payment, C-PACE Lien or other obligation arising from a C-PACE Document shall constitute an indebtedness of the County within the meaning of any constitutional or statutory debt limitation or restriction; (v) the County has not made any representations or warranties, financial or otherwise, concerning a Property Owner, Eligible Property, Capital Provider, Project, or C-PACE Loan; (vi) the County makes no representation or warranty as to, and assumes no responsibility with respect to, the accuracy or completeness of any C-PACE Document, or any assignment or amendment thereof; (vii) the County assumes no responsibility or liability in regard to any Project, or the planning, construction or operation thereof; (viii) each Property Owner or Capital Provider shall, upon request, provide the County with any information associated with a Project or C-PACE Loan that is reasonably necessary to confirm that the Project or C-PACE Loan satisfies the requirements of the Program Guidelines; and (ix) each Property Owner, Capital Provider, or other C-PACE participant in the Program shall comply with all applicable requirements of the Program Guidelines.

Section 127-2-5. Severability.

As provided by Section 1-1-11 of this Code, the provisions of this chapter are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid, or that the application of any part of the chapter or provision to any person or circumstance is invalid, the remaining provisions of this chapter shall not be affected by that decision and continue in full force and effect.

2. That the provisions of the chapter are effective upon adoption.

GIVEN under my hand this _____ day of _____, 2026

_____

Jill G. Cooper,
Clerk for the Board of Supervisors

Appendix A

COMMERICAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) FINANCING PROGRAM

C-PACE PROGRAM AGREEMENT

THIS C-PACE PROGRAM AGREEMENT (the "Agreement") is made and entered into as of the date it is fully executed (the "Effective Date"), by and among the **COUNTY OF FAIRFAX, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County"); _____, a [*state of organization*] [*type of business entity*] (the "Property Owner"); and _____, a [*state of organization*] [*type of business entity*] (the "Capital Provider"), and their respective successors and assigns (collectively, the "Parties").

RECITALS:

WHEREAS, §15.2-958.3 of the Virginia Code (the "C-PACE Act"), authorizes the creation of a statewide Commercial Property Assessed Clean Energy ("C-PACE") Program (the "Statewide Program"), sponsored by Virginia Energy and managed by the Virginia PACE Authority, its selected program administrator (the "Program Administrator"), and authorizes Virginia localities to opt into the Statewide Program instead of establishing a stand-alone C-PACE Program for the locality; and

WHEREAS, the Statewide Program facilitates Capital Providers making C-PACE Loans to Property Owners to enable the Property Owners to make Eligible Improvements to Eligible Properties; and

WHEREAS, each C-PACE Loan is secured by a Property Owner's voluntary grant of a C-PACE Lien on an Eligible Property to the locality in which the Eligible Property is located; and

WHEREAS, the County has determined to enable Property Owners to obtain C-PACE Loans for Eligible Improvements located on Eligible Properties in the County by causing the County to opt into the Statewide Program, adopting the Statewide Program as the County's own C-PACE Program, and to implement such determination, the Board of Supervisors of the County has adopted Chapter 127 of the Code of the County (the "Ordinance"); and

WHEREAS, pursuant to the C-PACE Act, the Ordinance, a Locality Agreement between Virginia Energy and the County and the Program Guidelines, the Parties are required to enter into a written agreement specifying the terms and conditions for participating in the Statewide Program;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and to implement the purposes of the C-PACE Act and the Ordinance, the Parties hereby agree as follows:

Section 1 - Definitions.

Unless otherwise defined herein, capitalized terms in this Agreement shall have the meanings given them in the Ordinance.

Section 2 – Representations and Covenants.

(a) Property Owner represents and covenants that it is the fee simple record owner of the Eligible Property or the lessee under a long-term ground lease of eligible property, including a property that is owned by a public or private entity more particularly described in Exhibit A hereto (the "Property").

(b) Property Owner represents and covenants that (i) it has applied to participate in the Statewide Program, (ii) the Program Administrator has given notice to the County of its approval of Property Owner's application for C-PACE financing and (iii) desires to obtain a C-PACE Loan to construct or install certain Eligible Improvements on the Property.

(c) Property Owner represents and covenants that it has entered or will enter into a Financing Agreement with the Capital Provider that sets forth the terms of the C-PACE Loan. The Assessment Payment Schedule for the C-PACE Loan is set forth in Exhibit B hereto. Property Owner and Capital Provider acknowledge and agree that the Financing Agreement shall include only those costs and fees (including Program Fees) for which a C-PACE Lien may be imposed under the C-PACE Act and the Ordinance.

(d) The Parties acknowledge and agree that should Property Owner default on the C-PACE Loan, the County may enforce the C-PACE Lien for the benefit of Capital Provider according to the C-PACE Documents, the C-PACE Act, the Locality Agreement and the Ordinance. If the County determines not to enforce the C-PACE Lien, which determination shall be made within thirty (30) days of receipt by the County from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the County shall, within fifteen (15) days of the County's determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and deliver such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default.

(e) Property Owner and Capital Provider confirm that they have obtained Lender Consents for each deed of trust or mortgage lien against the Property.

Section 3 – Program Terms and Conditions.

(a) C-PACE Loan. The Capital Provider will provide financing for the Property Owner's Eligible Improvements in accordance with the C-PACE Documents.

(b) Program Fee(s): Property Owner agrees that Program Fee(s) will be [paid directly by Property Owner to the Program Administrator][deducted from C-PACE Loan proceeds at funding and remitted by Capital Provider to the Program Administrator][deducted from C-PACE Payments and remitted by Capital Provider to the Program Administrator] in accordance with the C-PACE Documents and the Program Guidelines and in the amount of $_____, as follows:

_____.

(c) Imposition of C-PACE Lien. In consideration for the C-PACE Loan provided to Property Owner under the Program, Property Owner hereby requests and authorizes the County to levy a C-PACE Lien against the Property in the Loan Amount, together with all interest, delinquent interest, late fees, other types of fees, penalties and collection costs (including attorneys' fees and costs) payable in connection therewith. To evidence the C-PACE Lien, Property Owner requests that the County execute a C-PACE Lien Certificate that will be recorded in the Land Records of the County, which C-PACE Lien Certificate shall state that it secures both the Loan Amount and also all interest, delinquent interest, late fees, other types of fees, penalties, Program Fees and collection costs (including attorneys' fees and costs) payable in connection therewith, and a copy of the Assessment Payment Schedule shall be attached thereto as an exhibit.

(d) C-PACE Payments. The C-PACE Loan is due and payable to the Capital Provider [or the County for the benefit of the Capital Provider] as set forth in the Assessment Payment Schedule and remitted as follows: _____
_____
_____
_____
_____.
Once the C-PACE Loan, including all accrued interest (both current and delinquent), late fees, other types of fees, penalties, collection costs and Program Fees, has been satisfied and paid in full, Capital Provider and the County, acting at the request and direction of Capital Provider (which shall certify such payment in full to the County), shall execute a joint release of the C-PACE Lien Certificate, and the Capital Provider shall record the release in the Land Records and deliver a copy of the recorded release to Property Owner and the County.

(e) Remittance of C-PACE Payments to Capital Provider: The C-PACE Loan shall be serviced by the Capital Provider, and Property Owner's C-PACE Payments shall be paid directly to its Capital Provider. The foregoing notwithstanding, if for any reason Property Owner's C-PACE Payments are payable to the Program Administrator or the County, then the party receiving such C-PACE Payments shall remit all such payments to the Capital Provider within thirty (30) days of receipt, subject, if applicable, to the deduction and remittance of the Program Fees to the Program Administrator as set forth in Section 3(b), above, the C-PACE Documents and the Program Guidelines.

(f) Maintenance of Assessment. The County agrees to maintain and continue the C-PACE Lien on the Property for the benefit of Capital Provider until the C-PACE Loan, including all principal, interest, fees, other types of fees, penalties, collection costs and Program Fees and other sums due, is paid in full.

(g) Assignment. Capital Provider shall have the right to assign the C-PACE Loan and C-PACE Lien to a successor Capital Provider by the execution, delivery and recordation of a C-PACE Assignment (CP) in the Land Records, provided all of the following conditions are met:

(1) The C-PACE Assignment (CP) is made pursuant to the requirements of the Ordinance and the Program Guidelines;

(2) The Program Administrator and Property Owner are notified in writing of the assignment or transfer and provided the address where future C-PACE Payments should be mailed, either at closing, if the assignment occurs then, or at least thirty (30) days before the next Payment is due according to the Assessment Payment Schedule; and

(3) The assignee or transferee, by operation of the C-PACE Assignment (CP) or otherwise, assumes Capital Provider's obligations under the C-PACE Documents.

(4) If for any reason C-PACE Payments are being paid to the County, neither of them shall be obligated to remit C-PACE Payments to a new Capital Provider to which the C-PACE Loan is being assigned until a recorded copy of the C-PACE Assignment (CP) has been provided to the County at the following addresses:

Office of Environmental and Energy Coordination
C/O: C-PACE Program Manager
12000 Government Center Pkwy.
Suite 533
Fairfax, VA 22035

Department of Tax Administration
C/O: Revenue Collection Division Director
12000 Government Center Pkwy.
Suite 223
Fairfax, VA 22035

Upon written notice to the Program Administrator and Property Owner of an assignment or transfer of the right to receive the C-PACE Payments that meets all of these conditions, the assignor shall be released of all of the obligations of the Capital Provider under the C-PACE Documents accruing after the date of the assignment. Any attempt to assign or transfer the C-PACE Loan or C-PACE Lien that does not meet all of these conditions is void.

(h) Lien Priority and Enforcement. Pursuant to the C-PACE Act, the Ordinance and the Program Guidelines:

(1) Delinquent Payments on the C-PACE Loan will incur interest and penalties as set forth in the C-PACE Documents.

(2) The C-PACE Lien, together with any penalties and interest thereon:

(i) has the same priority status as a lien for County real estate taxes;

(ii) has superior lien status to all subordinated liens against the Property

from the date on which the C-PACE Lien Certificate is filed in the Land Records until the financing secured by the C-PACE Lien and any penalties and interest are paid in full;

(iii) shall run with the land, and notwithstanding Va. Code Sec. 58.1-3967, any portion of the C-PACE Lien that has not yet become due under the C-PACE Documents is not eliminated by the foreclosure of: (i) a County property tax lien, or (ii) the lien for any past due portion of the C-PACE Loan.

(iv) In the event of a sale or transfer of the Property by Property Owner, the obligation for the C-PACE Lien and Property Owner's obligations under the C-PACE Documents will be assumed by and transferred to the succeeding owner.

(3) In the event of Property Owner's default under the terms of the C-PACE Documents, the County may enforce the C-PACE Lien for the amount of the Delinquent Payments, late fees, penalties, interest, and any costs of collection in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39, Article 4 of the Virginia Code. Capital Provider agrees to cooperate with the County and its Treasurer in its enforcement of the C-PACE Lien by providing all necessary documents and information concerning the delinquent C-PACE Loan as requested by the County Attorney's Office. If the County determines not to enforce the C-PACE Lien itself, which determination shall be made within thirty (30) days of receipt by the County from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the County shall, within fifteen (15) days of the County's determination not to enforce the C-PACE lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and deliver such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and shall, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the County and this right to enforce expressly includes authorization for the Capital Provider to engage legal counsel to advise the Capital Provider and conduct all aspects of such enforcement. Such legal counsel, being authorized to institute suit in the name of the County shall have the status of "Special Counsel to the County" and an "attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Va. Code Secs. 58.1-3966 and 58.1-3969, with the express authority to exercise for the benefit of the Capital Provider every power granted

to a local government or its Treasurer and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The County waives its right to require such legal counsel to post the optional bond described in Va. Code Sec. 58.1-3966. All collection and enforcement costs and expenses (including legal fees and costs), interest, late fees, other types of fees, and penalties charged by the County or Capital Provider, as applicable and consistent with the C-PACE Act and the Virginia Code, shall (i) be added to the Delinquent Payments being collected, (ii) become part of the aggregate amount sued for and collected, (iii) be added to the C-PACE Loan, and (iv) be secured by the C-PACE Lien. Nothing herein shall prevent the Capital Provider to which the C-PACE Lien has been assigned from enforcing the C-PACE Lien to the fullest extent permitted by the C-PACE Documents, the C-PACE Act or general law. The Property Owner of a Property being sold to pay Delinquent Payments, or other interested party, may redeem the Property at any time prior to the Property's sale, in accordance with Va. Code Secs. 58.1-3974 and 58.1-3975.

(4) In a bill in equity for sale of a Property to collect Delinquent Payments, the County will be entitled to recover the Delinquent Payments, late fees, other types of fees, penalties, Program Fees, interest due, and the costs and expenses of collection, including attorney's fees and costs, all as set forth in the C-PACE Documents.

(i) Property Owner's Waiver of Certain Defenses; Confession of Judgment: By executing this Agreement, Property Owner acknowledges and agrees as follows:

(1) After the C-PACE Lien Certificate is recorded, Property Owner waives the right to contest the Lien on the basis that the improvements funded with the C-PACE Loan are not Eligible Improvements;

(2) Property Owner waives all defenses, affirmative or otherwise, to any enforcement or collection action brought as a result of Property Owner's default in the payment of the C-PACE Payments due pursuant to the C-PACE Documents;

(3) To the extent permitted by the Financing Agreement, Property Owner waives all defenses to the imposition of personal liability for corporate officers as permitted under Section 58.1-3965(F) of the Virginia Code;

(4) Property Owner shall provide a confession of judgment if requested by the Capital Provider.

(j) Written Contract Required by the C-PACE Act and Ordinance. This C-PACE Program Agreement constitutes the written contract specifying the terms and conditions for C-PACE Program participation as required by §15.2-958.3(B)(7) of the C-PACE Act.

(k) Transfer of C-PACE Funded Improvements. Property Owner agrees that all Improvements purchased, constructed, or installed through financing obtained pursuant to the C-PACE Program shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of and sale or assignment of the Property; provided, however, that if Improvements become obsolete or the Property Owner otherwise determines they need to be replaced with other Improvements of equal or greater value, such Improvements may be removed and other Improvements of equal or greater value installed.

(l) No Cost to County. No provision of this Agreement requires the County to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

(m) Term of the Agreement. The term of this Agreement shall commence upon the Effective Date and shall be in full force and effect until the C-PACE Loan has been irrevocably paid in full.

Section 4 - Indemnification.

Without limiting any other obligation or liability of the Property Owner, or any right or remedy of the Capital Provider or the County, Property Owner agrees to indemnify and hold harmless the Capital Provider and the County, its supervisors, directors, officers, employees, agents, subsidiaries, and affiliates (each, an "Indemnified Party"), from and against all damages, losses, settlement payments, obligations, liabilities, claims, suits, penalties, assessments, citations, directives, demands, judgments, actions or causes of action, whether created by statute or common law, including all costs and expenses, including attorneys' fees, arising from or associated with this C-PACE Loan transaction. This section shall survive the expiration of the Term of this Agreement.

Section 5 - Miscellaneous Provisions.

(a) Construction. This Agreement is to be construed in accordance with and with reference to the C-PACE Act, the Ordinance, the Locality Agreement and the Program Guidelines.

(b) Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed and delivered all such further acts for implementing the intention of this Agreement as may be reasonably necessary or required.

(c) Severability. If the C-PACE Act, the Ordinance, the Locality Agreement or any clause, provision, or section of this Agreement, is challenged and held by a court of competent jurisdiction to be unenforceable by the County or Capital Provider, Property Owner agrees to continue to make the C-PACE Payments required under the C-PACE Documents and agrees to execute any and all documentation to perfect and enforce the C-PACE Loan as required by the County or Capital Provider. The invalidity of any clause, provision, or section of this Agreement shall not affect any remaining clauses, provisions, or sections of this Agreement, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision, or section had not been included herein.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Electronically transmitted and digitally signed signatures shall have the same force and effect as, and shall be treated as, a "wet ink" original signature.

(e) Notices. All notices, requests, consents and other communications (collectively, "Notices") shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

If to the County:

Office of Environmental and Energy Coordination
C/O: C-PACE Program Manager
12000 Government Center Pkwy.
Suite 533
Fairfax, VA 22035

Department of Tax Administration
C/O: Revenue Collection Division Director
12000 Government Center Pkwy.
Suite 223
Fairfax, VA 22035

If to the Property Owner:

[Address]

If to the Capital Provider:

[Address]

If to the Program Administrator:

Virginia PACE Authority
c/o Gather Newport News
700 Tech Center Pkwy, Suite 200
Newport News, VA 23606

Attention: Abigail C. Johnson
Executive Director
Tel: 757-603-3555
abby@virginiapace.com

Notice by e-mail under this paragraph is only permitted if each party listed above has furnished its respective e-mail address as part of its notice address above. By doing so, each such party agrees, for itself and its successors and assigns, to supply to each of the other Parties any replacement e-mail address within two (2) business days of its adoption, by a permitted

means other than e-mail. All Notices are effective when received.

(f) Amendment and Waivers. Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed by the Parties.

(g) Applicable Law and Venue. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. In any action, in equity or at law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the County.

(h) Successors and Assigns. This Agreement is binding upon and made for the benefit of the Property Owner, the Capital Provider, the County, and their respective successors and permitted assigns.

(i) Entire Agreement. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement.

(j) Headings. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the County, the Property Owner and the Capital Provider have each caused this Agreement to be executed on the date(s) entered below:

COUNTY OF FAIRFAX, VIRGINIA

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES CONTINUE ON NEXT PAGE]

[PROPERTY OWNER'S SIGNATURE PAGE TO C-PACE PROGRAM AGREEMENT]

PROPERTY OWNER:
[insert Property Owner's name]

By: _____
Name: _____
Title: _____
Date: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES CONTINUE ON NEXT PAGE]

[CAPITAL PROVIDER'S SIGNATURE PAGE TO C-PACE PROGRAM AGREEMENT]

CAPITAL PROVIDER:
[insert Capital Provider's name]

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Property Description

Exhibit B

Assessment Payment Schedule

(100508678.8)

Appendix B

VIRGINIA ENERGY – LOCALITY
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20__, between the County of Fairfax**,** Virginia, a political subdivision of the Commonwealth of Virginia (the "Locality"), and the Virginia Department of Energy ("Virginia Energy"), a public agency of the Commonwealth of Virginia.

RECITALS

1. Pursuant to § 15.2-958.3. of the Code of Virginia, entitled "Financing clean energy, resiliency, and stormwater management programs" ("C-PACE Act"), Locality has exercised its right to authorize contracts to provide C-PACE loans through the adoption of a C-PACE ordinance ("Ordinance"), attached hereto as Exhibit 1.

2. Pursuant to the C-PACE Act and Ordinance, Locality has agreed to opt into the statewide C-PACE loan program sponsored by Virginia Energy ("Virginia C-PACE Program") and administered by a competitively selected private program administrator ("Program Administrator"). The current Program Administrator and its contact information are set forth on Exhibit 2 attached hereto.

3. The Virginia C-PACE Program provides the Locality with a uniform process for the application, approval, closing and servicing of C-PACE loans and with outreach and training support to promote the program to property owners. A Locality participating in the Virginia C-PACE Program agrees to adopt the set of legal and administrative documents and to abide by the requirements of the statewide C-PACE Program Guidelines ("Program Guidelines") attached hereto as Exhibit 3.

NOW THEREFORE, to implement the local C-PACE Ordinance, the Locality hereby opts into the Virginia C-PACE Program sponsored by Virginia Energy and managed and operated by Virginia Energy's Program Administrator, on the terms set forth hereinbelow and in accordance with the program design detailed in the Program Guidelines.

ARTICLE 1

(a) Term. The term of this Agreement shall commence upon the date the last party executes the Agreement. This Agreement shall remain in full force and effect until either Virginia Energy terminates the Virginia C-PACE Program or the Locality opts out of the Virginia C-PACE Program. Either party may terminate this Agreement at any time upon ninety (90) days' advance written notice to the other party, provided that the collection of C-PACE Lien payments for C-PACE loans made prior to the termination date shall continue until all C-PACE Lien payments (including the interest, penalties, and fees thereon) have been collected and all such C-PACE loans have been paid in full.

(b) Servicing of C-PACE Loans. C-PACE Loans shall be serviced by their respective capital provider, in accordance with the Ordinance and the Program Guidelines.

(c) Enforcement of C-PACE Liens. The Locality has agreed to **decide whether to enforce or delegate on a project-by-project basis** in accordance with the C-PACE Act, the obligations of which are described in the Ordinance and the Program Guidelines.

(d) Cooperation in Operating C-PACE Program. The Locality shall cooperate with the Program Administrator in the latter's operation of the C-PACE Program in the Locality. This cooperation shall include, but not be limited to the Locality:

(i) designating (A) an employee of the Locality to serve as Program Manager, and if the Program Manager wishes to delegate some or all of the duties assigned to the Program Manager, identifying the Program Manager's designee and promptly communicating the contact information for the Program Manager and any designee to the Program Administrator and (B) which employee(s) of the Locality will sign documents requiring the Locality's signature for C-PACE Loan closings;

(ii) complying with the review and other periods of time prescribed for the Locality to take a required action specified in the Program Guidelines;

(iii) taking reasonable steps to procure the timely participation of the Locality's Treasurer (or comparable official if the Locality has abolished the office of Treasurer or the Locality's Treasurer is not responsible for the collection of real property taxes) in the processes and procedures described in the Program Guidelines and the Ordinance as involving the Treasurer, it being understood that such processes and procedures are based on the collection of C-PACE Payments in the same manner as real property taxes; and

(iv) in the discretion of the Locality, providing reasonable assistance in jointly promoting the Locality's C-PACE Program to lenders, contractors and businesses located in, or considering locating in, the Locality.

ARTICLE 2

MISCELLANEOUS PROVISIONS

(a) Model Ordinance. The Locality represents and warrants to Virginia Energy and its Program Administrator that the Ordinance substantially conforms to model ordinance adopted by the Program Administrator for use in the Virginia C-PACE Program and furnished to the Locality.

(b) Non-Assignability. The Locality may not assign or transfer its rights or obligations under this Agreement without prior written consent of Virginia Energy; provided, however, that this paragraph shall not be construed to apply to, or restrict, the assignment of C-PACE Liens in accordance with the Locality's Ordinance and related C-PACE Documents.

(c) Locality Acknowledgments. The Locality acknowledges and agrees that: (i)

Appendix B

Virginia Energy has employed the Program Administrator to carry out Virginia Energy's obligations under this Agreement and the Virginia C-PACE Program generally; (ii) if Virginia Energy replaces the Program Administrator listed on Exhibit 2, then the successor Program Administrator will succeed to the rights, duties and obligations of the Program Administrator, except to the extent specified in Virginia Energy's agreements with such Program Administrators; (iii) for purposes of this Agreement and the Locality's C-PACE program, the Program Administrator shall speak and act for Virginia Energy and that any notices required under the terms of this Agreement to be sent to Virginia Energy shall also be sent to the Program Administrator; (iv) the Program Administrator is made a third party beneficiary of this Agreement, and by accepting the benefits of such status, shall be deemed to have covenanted with the Locality to adhere to and comply with its obligations under the Program Guidelines in administering the Locality's C-PACE Program; and (v) the Program Administrator is entitled to be paid by Property Owners (the Locality having no liability therefor) the Program Fees set forth from time in the Program Guidelines.

(d) Non-waiver; Amendment. Any waiver of any provision of this Agreement must be in writing and mutually agreed to by Virginia Energy and the Locality. Except for a specific provision of this Agreement which is amended, this Agreement shall remain in full force and effect after such amendment and is subject to the same laws, obligations, conditions, provisions, rules, and regulations as it was before the amendment.

(e) Severability. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(f) Counterparts; Scanned and Digital Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Scanned signatures (e.g., a "PDF" document) and digital signatures (e.g., DocuSign) shall have the same force, effect and validity as an original signature.

(g) Notices. All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, hand delivered, or overnight delivery service, to the parties, as follows:

If to the Locality:

Office of Environmental and Energy Coordination
C/O: C-PACE Program Manager
12000 Government Center Pkwy.
Suite 533
Fairfax, VA 22035

Department of Tax Administration
C/O: Revenue Collection Division Director

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12000 Government Center Pkwy.
Suite 223
Fairfax, VA 22035
If to Virginia Energy:

817 Washington Building
1100 Bank Street
Richmond, Virginia 23219
Attention: Energy Efficiency and Financing Programs Manager

With a copy to the Program Administrator at the address on Exhibit 2.

Any party may change its notice address by providing the new notice address to the other parties in accordance with this paragraph (g).

(h) Jurisdiction and Venue. This Agreement shall be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia. Any claim brought in connection with this Agreement must be brought in the Circuit Court of the City of Richmond and the parties consent to its jurisdiction.

(i) Definitions and Captions. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Ordinance attached hereto in Exhibit A. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement, and do not affect its meaning or construction.

(j) Integration. This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

(j) No Joint Venture, etc. Nothing in this Agreement, and no act of the Locality, Virginia Energy or the Program Administrator, shall be deemed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any other relationship between the Locality and Virginia Energy.

[*Remainder of the page intentionally left blank*]

IN WITNESS WHEREOF, the Locality and Virginia Energy have each caused this Agreement to be executed and delivered as of the date set forth above:

COUNTY OF FAIRFAX,
VIRGINIA

By: _____
Name: _____
Title : _____
Date:_____

[*Remainder of the page intentionally left blank;*
Signature pages continue]

[VIRGINIA ENERGY – LOCALITY AGREMENT
SIGNATURE PAGE FOR VIRGINIA DEPARTMENT OF ENERGY]

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF ENERGY

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1

COPY OF LOCALITY ORDINANCE

(See attached)

AN ORDINANCE AMENDING CHAPTER 127 OF THE FAIRFAX COUNTY CODE, RELATING TO THE COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY AND RESILIENCY PROGRAM

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Chapter 127, relating to the Commercial Property Assessed Clean Energy and Resiliency Program.

Be it ordained by the Board of Supervisors of Fairfax County:

1. That Chapter 127 of the Fairfax County Code is amended and readopted as follows:

ARTICLE 1. General Provisions.

Section 127-1-1. Short Title.

This ordinance shall be known as the Fairfax County C-PACE Ordinance.

Section 127-1-2. Purpose and Authority.

Pursuant to the authority granted in *Virginia Code* § 15.2-958.3, as amended, any Virginia locality may enact an ordinance authorizing contracts to provide loans for the initial acquisition, installation, and refinancing of eligible improvements with free and willing property owners of both existing properties and new construction. Subject to the limitations set forth in this chapter, the C-PACE Act, or other applicable law, each C-PACE Loan, inclusive of principal, interest, and any financed fees, costs, or expenses, will be secured by the placement of a voluntary special assessment lien against the property that is the subject of the loan. After due consideration, the Board of Supervisors hereby determines that a commercial property assessed clean energy financing program will facilitate and encourage the renovation of existing buildings and foster the construction of new buildings with a variety of efficient features, improving the general welfare of, and promoting economic growth in, the County. Further, the Board of Supervisors hereby authorizes the County C-PACE Program to operate in coordination with the statewide C-PACE program, all in accordance with the C-PACE Act.

Section 127-1-3. Definitions.

(a) *Assessment Payment Schedule* means the schedule of installments of C-PACE Payments to be made in the repayment of the C-PACE Loan, which shall be attached to the C-PACE Program Agreement.

(b) *Board of Supervisors* means the Board of Supervisors of the County of Fairfax, Virginia.

(c) *C-PACE* means Commercial Property Assessed Clean Energy.

(d) *C-PACE Act* means Virginia's "Commercial Property Assessed Clean Energy (C-PACE) financing programs" law, codified at *Virginia Code* § 15.2-958.3, as amended.

(e) *C-PACE Amendment* means an amendment of the C-PACE Lien executed by the Capital Provider, the Property Owner and the Program Manager, as permitted in the C-PACE Documents, which C-PACE Amendment shall be recorded in the Clerk's Office to evidence each amendment to the C-PACE Loan and the C-PACE Lien.

(f) *C-PACE Assignment (CP)* means a written assignment by one Capital Provider to another Capital Provider of the C-PACE Payments and/or C-PACE Lien pursuant to the terms of the assignment document.

(g) *C-PACE Assignment (Locality)* means a written assignment by the County to the Capital Provider to whom the C-PACE Loan is then due, wherein the County relinquishes and assigns its right to enforce the C-PACE Lien to the Capital Provider, substantially in the form attached as Addendum 1 to the C-PACE Lien Certificate.

(h) *C-PACE Documents* means the C-PACE Program Agreement, Financing Agreement, C-PACE Lien Certificate, C-PACE Assignment (CP) (if any), C-PACE Assignment (Locality) (if any), C-PACE Amendment (if any), and any other document, agreement, or instrument executed in connection with a C-PACE Loan.

(i) *C-PACE Lien or Lien* means the voluntary special assessment lien levied against the property as security for the C-PACE Loan.

(j) *C-PACE Lien Certificate* means the voluntary special assessment lien document duly recorded among the Land Records against an Eligible Property to secure a C-PACE Loan.

(k) *C-PACE Loan or Loan* means a loan made under the Program by a Capital Provider to a Property Owner to finance a Project in accordance with the Program Guidelines.

(l) *C-PACE Payment* means the periodic installment payments of the C-PACE Loan, due and payable by Property Owner, due and payable to the Capital Provider or Program Administrator as permitted by the C-PACE Act in such amounts and at such times as described in the Assessment Payment Schedule.

(m) *C-PACE Program* means the program established by the County through this chapter, in accordance with the C-PACE Act, that in coordination with the Statewide Program facilitates the financing of Eligible Improvements and provides for a C-PACE Lien to be levied and recorded against the Eligible Property to secure the C-PACE Loan.

(n) *C-PACE Program Agreement* means the agreement executed among the Property Owner, the County, and the Capital Provider, and their respective successors and assigns, which includes the terms and conditions for participation in the C-PACE Program and the Property Owner's acknowledgment and consent for the County to impose a voluntary special assessment, record a C-PACE Lien Certificate against the Property Owner's Eligible Property and, if the County so determines, assign the rights to enforce the C-PACE Lien and C-PACE Lien Certificate to the Capital Provider. The C-PACE Program Agreement must be substantially in the form attached hereto as Appendix A.

(o) *Capital Provider* means (1) a private lending institution that has been approved by the Program Administrator in accordance with the Program Guidelines to originate a C-PACE Loan and its successors and assigns; or (2) the current holder of a C-PACE Loan.

(p) *County* means the County of Fairfax, Virginia.

(q) *Clerk's Office* means the Office of the Clerk of the Circuit Court of the County of Fairfax, Virginia.

(r) *Commonwealth* means the Commonwealth of Virginia.

(s) *Delinquent Payment* means any C-PACE Payment not paid by a Property Owner in accordance with the C-PACE Documents.

(t) *Eligible Improvement* means the initial acquisition and installation of any of the following improvements made to Eligible Properties:

(1) Energy efficiency improvements;

(2) Water efficiency and safe drinking water improvements;

(3) Renewable energy improvements;

(4) Resiliency improvements;

(5) Stormwater management improvements;

(6) Environmental remediation improvements; and

(7) Electric vehicle infrastructure improvements.

Eligible Improvements may be made to both existing Properties and new construction, as further prescribed in this chapter and the Program Guidelines. Eligible Improvements shall include types of authorized improvements added by the General Assembly to the C-PACE Act after the date of adoption of this chapter, without need for a conforming amendment of this chapter. In addition to the elaboration on the types of Eligible Improvements provided in Sec. 127-2-1, below, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations, and examples of these categories of Eligible Improvements..

(u) *Eligible Property* means all assessable commercial real estate, located within the County, with all buildings located or to be located thereon, whether vacant or occupied, whether improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the County. Eligible Property or Property may include multifamily properties with no fewer than five units, common areas of real estate owned by a cooperative or a property owners' association as defined in §55.1-1800 that have a separate real property tax identification number, and commercial condominiums as defined in §55.1-1900. Residential real estate with fewer than five units is not eligible for the C-PACE Program.

(v) *Financing Agreement* means the written agreement, as may be amended, modified, or supplemented from time to time, between a Property Owner and a Capital Provider, regarding matters related to the extension and repayment of a C-PACE Loan to finance Eligible Improvements. The Financing Agreement may contain any lawful terms agreed to by the Capital Provider and the Property Owner.

(w) *Land Records* means the Land Records of the Clerk's Office.

(x) *Lender Consent* means a written subordination agreement, in a form and substance acceptable to each prior lienholder in its sole and exclusive discretion, executed by each mortgage or deed of trust lienholder with a lien on the property that is the subject of a C-PACE Loan, which allows the C-PACE Lien to have senior priority over the mortgage or deed of trust liens.

(y) *Loan Amount* means the original principal amount of a C-PACE Loan.

(z) *Locality Agreement* means the Virginia Energy – Locality Commercial Property Assessed Clean Energy Agreement between Virginia Energy and the County pursuant to which the County elects to participate in the Statewide Program. The Locality Agreement shall be substantially in the form attached hereto as Appendix B.

(aa) *Program Administrator* means a private third party retained by Virginia Energy to provide professional services to administer the Statewide Program in accordance with the requirements of the C-PACE Act, this chapter, the Locality Agreement, and the Program Guidelines.

(bb) *Program Fee(s)* means the fee(s) authorized by the C-PACE Act and charged to participating Property Owners to cover the costs to design and administer the Statewide Program, including, without limitation, compensation of the Program Administrator. While Capital Providers are required to service their C-PACE Loans, if a Capital Provider does not do so and the Program Administrator assumes the servicing responsibility and charges a servicing fee, the servicing fee shall also be included among the Program Fees.

(cc) *Program Guidelines* means a comprehensive document setting forth those procedures, eligibility rules, restrictions, Program Fee(s), responsibilities, and other requirements promulgated for the governance and administration of the Statewide Program.

(dd) *Program Manager* means the Fairfax County Executive or such person designated in writing by the Fairfax County Executive to (1) supervise the County's C-PACE Program and participation in the Statewide Program, (2) act as liaison with the Program Administrator, and (3) advise the Program Administrator as to who will sign the C-PACE Documents to which the County is a party on the County's behalf. If the employee of the County who customarily signs agreements for the County is not the person designated as Program Manager, then references in this Ordinance and in the C-PACE Documents to the Program Manager signing certain C-PACE Documents on behalf of the County shall be construed to also authorize such customary signatory for the County to execute such C-PACE Documents.

(ee) *Project* means the construction or installation of Eligible Improvements on Eligible Property.

(ff) *Property Owner* means the fee simple owner of eligible property or the lessee under a long-term ground lease of eligible property, including a property that is owned by a public or private entity. To be eligible for a C-PACE loan (1) the term of the C-PACE loan shall not exceed the remaining term of the ground lease, (2) there shall be no ground lease provisions or other circumstances that would prevent the property owner from participating in the C-PACE loan program, (3) the fee simple owner shall consent to the C-PACE loan, and (4) the fee simple owner and the lessee under a long-term ground lease shall comply with the requirements of the C-PACE loan program, including the program guide.

(gg) *Property Owner Certification* means a notarized certificate from a Property Owner, certifying that (1) the Property Owner is current on all loan payments secured by a mortgage or deed of trust lien on the property and on real estate tax payments, (2) the Property Owner is not insolvent or in bankruptcy proceedings, and (3) that the title of the property is not in dispute, as evidenced by a title report or title insurance commitment from a licensed title insurance company acceptable to the Program Administrator and Capital Provider.

(hh) *Statewide Program* means the statewide C-PACE financing program sponsored by Virginia Energy, established to provide C-PACE Loans to Property Owners in accordance with the C-PACE Act, this ordinance, the Locality Agreement, the C-PACE Documents, and the Program Guidelines.

(ii) *Useful Life* means the normal operating life of the fixed asset.

(jj) *Virginia Code or Va. Code* means the Code of Virginia of 1950, as amended.

(kk) *Virginia Energy* means the Virginia Department of Energy.

ARTICLE 2. Program Structure

Section 127-2-1. - C-PACE Program; Eligible Improvements.

(a) *C-PACE Program*. The C-PACE Program shall be available throughout the County, provided that the Property Owner, the property, the proposed Eligible Improvements, the Capital Provider and the principal contractors all qualify for the Statewide Program. The following types of improvements constitute Eligible Improvements, which may be financed with a C-PACE Loan:

(1) Renewable energy production and distribution facilities (e.g., solar photovoltaic, fiber optic solar, solar thermal, wind, wave and/or tidal energy, biomass, combined heat and power, geothermal and fuel cells), whether attached to a building or sited on the ground, and the storage and/or distribution of the energy produced thereby, whether for use on-site or sale or export to a utility or pursuant to a power purchase agreement with a non-utility purchaser);

(2) Energy usage efficiency systems (e.g., high efficiency lighting and building systems, heating, ventilation and air conditioning (HVAC) upgrades, air duct sealing, high efficiency hot water heating systems, building shell or envelope improvements, reflective roof, cool roof or green roof systems, and/or weather-stripping), or other capital improvements or systems which result in the reduction of consumption of energy over a baseline established in accordance with the Program Guidelines;

(3) Water usage efficiency and safe drinking water improvements (e.g., recovery, purification, recycling, and other forms of water conservation), or other capital improvements or systems which result in the reduction of consumption of water over a baseline established in accordance with the Program Guidelines;

(4) Resiliency improvements which increase the capacity of a structure of infrastructure to withstand or recover from natural disasters, the effects of climate change, and attacks and accidents, including, but not limited to:

i. Flood mitigation or the mitigation of the impacts of flooding;

ii. Inundation adaption;

iii. Natural or nature-based features and living shorelines, as defined in Va. Code § 28.2-104.1;

iv. Enhancement of fire or wind resistance, including but not limited to reinforcement and insulation of a building envelope to reduce the impacts of excessive heat or wind;

v. Microgrids;

vi. Energy storage; and

vii. Enhancement of the resilience capacity of a natural system, structure, or infrastructure;

(5) Stormwater management improvements that reduce onsite stormwater runoff into a stormwater system, such as reduction in the quantity of impervious surfaces or providing for the onsite filtering of stormwater;

(6) Environmental remediation improvements, including but not limited to:

i. Improvements that promote indoor air and water quality;

ii. Asbestos remediation;

iii. Lead paint removal; and

iv. Mold remediation;

v. Soil or groundwater remediation;

(7) Electric vehicle infrastructure improvements, such as charging stations;

(8) Construction, renovation, or retrofitting of an Eligible Property directly related to the accomplishment of any purpose listed in subsections (1)–(7), above, whether such Eligible Improvement was erected or installed in or on a building or on the ground, it being the express intention of the County to allow Eligible Improvements that constitute, or are part of, the construction of a new structure or building to be financed with a C-PACE Loan; and

(9) Any other category of improvement (i) approved by the Program Administrator with consent of the Program Manager as qualifying for financing under the C-PACE Act (including amendments thereto which authorize additional types of Eligible Improvements) and the Statewide Program, or (ii) added by the General Assembly to the C-PACE Act after the date of adoption of this Ordinance, without need for a conforming amendment of this chapter. In addition, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations, and examples of these categories of Eligible Improvements.

(b) *Use of C-PACE Loan Proceeds*. The proceeds of a C-PACE Loan may be used to pay construction, development and consulting costs directly related to an Eligible Improvement Project, including without limitation, the cost of labor, materials, machinery, equipment, plans, specifications, due diligence studies, consulting services (e.g., architectural, engineering, energy, financial and legal), Program Fees, C-PACE Loan fees, capitalized interest, interest reserves, and transaction underwriting and closing costs.

(c) *Program applications; prioritization*. The Program Administrator shall make available the Statewide Program's program application process, to provide for the review and approval of proposed Eligible Improvements and C-PACE Documents. Program applications will be processed by the Statewide Program in accordance with the eligibility requirements and procedures set forth in the Program Guidelines.

Section 127-2-2. C-PACE Loan requirements; Program Fees; reporting; Program Administrator; Program Guidelines.

(a) *Source of Loans*. C-PACE Loans shall be originated by Capital Providers. The County and/or its respective governmental entities have no obligation to originate any C-PACE Loans. The County shall not guaranty any C-PACE Loans.

(b) *C-PACE Loan Interest Rate*. The interest rate of a C-PACE Loan shall be the rate or rates set forth in the C-PACE Documents.

(c) *C-PACE Loan Term*. The term of a C-PACE Loan may not exceed the weighted average of the Useful Life of the approved Eligible Improvements, as determined by the Program Administrator.

(d) *Apportionment of Costs*. All of the costs incidental to the financing, administration, collection, and/or enforcement of the C-PACE Loan shall be borne by the Property Owner.

(e) *C-PACE Loan Amount thresholds*. The minimum Loan Amount that may be financed with respect to a Project is fifty thousand dollars ($50,000.00). There is no maximum aggregate amount that may be financed with respect to an Eligible Property, except as stipulated in the Program Guidelines. There is no limit on the total value of all C-PACE Loans issued under the C-PACE Program.

(f) *C-PACE Loan Refinancing or Reimbursement*. The Program Administrator may approve a Loan application submitted within three years of the County's issuance of a certificate of occupancy or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the County and that such Loan may refinance or reimburse the Property Owner for the total costs of such Eligible Improvements.

(g) *Financing Agreements*. Capital Providers may use their own Financing Agreements for C-PACE Loans, but the Financing Agreement may not conflict with the provisions of this chapter, the C-PACE Act, or the C-PACE Program Agreement. To the extent of any conflict, this chapter, the C-PACE Act, and the C-PACE Program Agreement shall prevail.

(h) *C-PACE Program Agreement*. In order to participate in the C-PACE Program, Property Owner and Capital Provider shall enter into a C-PACE Program Agreement, which sets forth certain terms and conditions for participation in the C-PACE Program. The Program Manager is authorized to approve the C-PACE Loan and execute the C-PACE Program Agreement on behalf of the County without further action by the Board of Supervisors. The C-PACE Program Agreement is binding upon the parties thereto and their respective successors and assigns until the C-PACE Loan is paid in full. The Program Administrator may modify the C-PACE Program Agreement as necessary to further the Statewide Program's purpose and to encourage Program participation, so long as such modifications do not conflict with the Program Guidelines, this chapter, the Locality Agreement or the C-PACE Act.

(i) *Repayment of C-PACE Loan; collection of C-PACE Payments*. C-PACE Loans will be repaid by the Property Owner through C-PACE Payments made in the amounts and at such times as set forth in the Assessment Payment Schedule, the C-PACE Documents and Program Guidelines. The Capital Provider shall be responsible, subject to and in accordance with the terms of the C-PACE Program Agreement and other C-PACE Documents, for the servicing of the C-PACE Loans and the collection of C-PACE Payments. If a Capital Provider fails to service a C-PACE Loan, such C-PACE Loan shall be serviced by the Program Administrator. Nothing herein shall prevent the Capital Provider or the Program Administrator from directly billing and collecting the C-PACE Payments from the Property Owner to the extent permitted by the C-PACE Act or other applicable law. The enforcement of C-PACE Loans and their C-PACE Documents during an event of default thereunder is governed by Section 127-2-3.

(j) *C-PACE Loan assumed*. A party which acquires a property which is subject to a C-PACE Lien, whether it obtained ownership of the property voluntarily or involuntarily, becomes the Property Owner under the C-PACE Documents and, by virtue of the C-PACE Lien running with the land, assumes the obligation to repay all remaining unpaid C-PACE Payments which are due and which accrue during such successor Property

Owner's period of ownership. Only the current C-PACE Payment and any Delinquent Payments, together with any penalties, fees and costs of collection, shall be payable at the settlement of a property upon sale or transfer, unless otherwise agreed to by the Capital Provider.

(k) *Transfer of C-PACE Loans*. C-PACE Loans may be transferred, assigned, or sold by a Capital Provider to another Capital Provider at any time until the C-PACE Loan is paid in full provided that the Capital Provider shall (i) notify the Property Owner and the Program Administrator of the transfer prior to the billing date of the next C-PACE Payment due (and within thirty (30) days if the C-PACE Loan is serviced by the Program Administrator), (ii) record a C-PACE Assignment (CP) among the Land Records, and (iii) deliver a copy of the recorded C-PACE Assignment (CP) to the Property Owner, the County, and the Program Administrator. Recordation of the C-PACE Assignment (CP) shall constitute an assumption by the new Capital Provider of the rights and obligations of the original Capital Provider contained in the C-PACE Documents.

(l) *Program Fees*. The Statewide Program is self-financed through Program Fees charged to participating Property Owners, together with any funds budgeted by the General Assembly to support the Statewide Program. The Program Fees are established to cover the actual and reasonable costs to design and administer the Statewide Program, including, without limitation, the compensation of a third-party Program Administrator. The amount(s) of the Program Fees shall be set forth in the Program Guidelines. Program Fees may be changed by the Program Administrator from time to time and shall only apply to C-PACE Loans executed after the date the revised Fees are adopted.

(m) *Locality Agreement*. The County will opt into the Statewide Program by entering into the Locality Agreement, adopting the Statewide Program as the County's own C-PACE Program. In accordance with the C-PACE Act, opting into the C-PACE Program shall not require the County to conduct a competitive procurement process. The Program Manager is authorized to execute the Locality Agreement on behalf of the County without further action by the Board of Supervisors.

(n) *Program Guidelines*. The Program Administrator, under the direction of and in consultation with Virginia Energy, has designed the Program Guidelines to create an open, competitive, and efficient C-PACE Program. The Program Administrator may modify the Program Guidelines from time to time, provided such amendments are (i) consistent with the C-PACE Act and (ii) approved by Virginia Energy before taking effect.

(o) *Indemnification*. The Program Administrator shall indemnify, defend and hold the County harmless against any claim brought against the County or any liability imposed on the County as a result of any action or omission to act by the Program Administrator.

Section 127-2-3. Levy of assessment; recordation; priority; amendment; enforcement and collection costs.

(a) *Levy of voluntary special assessment lien*. Each C-PACE Loan made under the C-PACE Program shall be secured by a voluntary special assessment lien (i.e., a C-PACE Lien) levied by the County against each property benefitting from the Eligible Improvements financed by such C-PACE Loan. The C-PACE Lien shall be in the Loan Amount, but shall secure not only the principal of the C-PACE Loan, but also all interest, delinquent interest, late fees, penalties, Program Fees and collection costs (including attorneys' fees and costs) payable in connection therewith.

(b) *Recordation of C-PACE Lien Certificate*. Each C-PACE Lien will be evidenced by the recordation of a C-PACE Certificate in the Loan Amount, but shall also expressly state that it also secures all interest, delinquent interest, late fees, other types of fees, penalties, and collection costs (including attorneys' fees and costs) payable in connection therewith, and a copy of the Assessment Payment Schedule shall be attached thereto as an exhibit. The Program Manager is hereby authorized to, and shall promptly, execute the C-PACE Certificate on behalf of the County and deliver it to the Capital Provider, without any further action by the Board of Supervisors. Upon the full execution of the C-PACE Documents and funding of the C-PACE Loan, the Capital Provider shall cause the recordation of the C-PACE Certificate in the Land Records.

(c) *Priority*. A recorded C-PACE Lien shall have the same priority as a real property tax lien against real property, except that it shall have priority over any previously recorded mortgage or deed of trust lien only if prior to the recording of the C-PACE Lien (i) Property Owner has obtained a written Lender Consent, in a form and substance acceptable to the holder of such prior mortgage or deed of trust in its sole and exclusive discretion, executed by such lienholder and recorded with the C-PACE Certificate in the Land Records, and (ii) prior to the recording of the C-PACE Certificate, the Property Owner has delivered an executed Property Owner Certification to the County in connection with the C-PACE Loan closing. Only the current and delinquent C-PACE Payments, together with all due but unpaid interest, late fees and penalties, of a C-PACE Assessment shall constitute a first lien on the property, on par with real property tax liens. The C-PACE Lien shall run with the land and that portion of the C-PACE Assessment under the C-PACE Program Agreement that has not yet become due shall not be eliminated by foreclosure of a real property tax lien.

(d) *Amendment of Lien*. Upon written request by a Capital Provider in accordance with the Program Guidelines, the Program Manager, without any further action by the Board of Supervisors, shall join with the Capital Provider and the Property Owner in executing a C-PACE Amendment of the C-PACE Loan and the C-PACE Lien after the closing of the C-PACE Loan. The C-PACE Amendment must be recorded in the Clerk's Office.

(e) *Enforcement and collection costs*. In the event of Property Owner's default under the terms of the C-PACE Documents, the County may enforce the C-PACE Lien for the amount of the Delinquent Payments, late fees, penalties, interest, and any costs of collection in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39, Article 4 of the Virginia Code. If the County elects not to enforce the C-PACE Lien, which election shall be made within thirty (30) days of receipt by the County from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the County will, within fifteen (15) days of the County's determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and delivering such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and shall, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the County, and this right to enforce expressly includes authorization for the Capital Provider to engage legal counsel to advise the Capital Provider and conduct all aspects of such enforcement. Such legal counsel, being authorized to institute suit in the name of the County, shall have the status of "Special Counsel to the County" and an "attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Va. Code §§ 58.1-3966 and 58.1-3969, with the express authority to exercise for the benefit of the Capital Provider every power granted to a local government and/or its Treasurer and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The County waives its right to require such legal counsel to post the optional bond described in Va. Code § 58.1-3966. All collection and enforcement costs and expenses (including legal fees and costs), interest, late fees, other types of fees, and penalties charged by the County or Capital Provider, as applicable and consistent with the C-PACE Act and the Virginia Code, will (i) be added to the Delinquent Payments being collected, (ii) become part of the aggregate amount sued for and collected, (iii) be added to the C-PACE Loan, and (iv) be secured by the C-PACE Lien. Nothing herein shall prevent the Capital Provider to which the C-PACE Lien has been assigned from enforcing the C-PACE Lien to the fullest extent permitted by the C-PACE Documents, the C-PACE Act or general law. The Property Owner of a property being sold to pay Delinquent Payments, or other interested party, may redeem the property at any time prior to the property's sale, in accordance with Va. Code §§ 58.1-3974 and 58.1-3975.

Section 127-2-4. Role of the County; Limitation of Liability.

Property Owners and Capital Providers participate in the C-PACE Program and the Statewide Program at their own risk. By executing the C-PACE Documents, including the C-PACE Program Agreement, or otherwise participating in the C-PACE Program and the Statewide Program, each Property Owner, Capital Provider, contractor or other party or participant hereby acknowledges and agrees, for the benefit of the County and as a condition of participation in the C-PACE Program and the Statewide Program, that: (i) the County does not undertake any obligations under the C-PACE Program and the Statewide Program except as expressly stated herein or in the C-PACE Program Agreement, and no implied covenants or obligations of the County exist; (ii) in the event of a default by a Property Owner, the County has no obligation to use County funds to make C-PACE Payments to any Capital Provider including, without limitation, any fees, expenses, and other charges and penalties, pursuant to a Financing Agreement between the Property Owner and Capital Provider; (iii) no C-PACE Loan, C-PACE Lien, C-PACE Payments, or any other obligation arising from any C-PACE Document, the C-PACE Act, or this chapter is backed by the credit of the County, the Commonwealth, or its political subdivisions, including without limitation County taxes or other County funds; (iv) no C-PACE Loan, C-PACE Payment, C-PACE Lien or other obligation arising from a C-PACE Document shall constitute an indebtedness of the County within the meaning of any constitutional or statutory debt limitation or restriction; (v) the County has not made any representations or warranties, financial or otherwise, concerning a Property Owner, Eligible Property, Capital Provider, Project, or C-PACE Loan; (vi) the County makes no representation or warranty as to, and assumes no responsibility with respect to, the accuracy or completeness of any C-PACE Document, or any assignment or amendment thereof; (vii) the County assumes no responsibility or liability in regard to any Project, or the planning, construction or operation thereof; (viii) each Property Owner or Capital Provider shall, upon request, provide the County with any information associated with a Project or C-PACE Loan that is reasonably necessary to confirm that the Project or C-PACE Loan satisfies the requirements of the Program Guidelines; and (ix) each Property Owner, Capital Provider, or other C-PACE participant in the Program shall comply with all applicable requirements of the Program Guidelines.

Section 127-2-5. Severability.

As provided by Section 1-1-11 of this Code, the provisions of this chapter are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid, or that the application of any part of the chapter or provision to any person or circumstance is invalid, the remaining provisions of this chapter shall not be affected by that decision and continue in full force and effect.

2. That the provisions of the chapter are effective upon adoption.

GIVEN under my hand this _____ day of _____, 2026

_____

Jill G. Cooper,
Clerk for the Board of Supervisors

EXHIBIT 2

NAME AND ADDRESS OF PROGRAM ADMINISTRATOR

Virginia PACE Authority
Gather Newport News
700 Tech Center Pkwy., Ste. 200
Newport News, VA 23606
Attention: Abigail C. Johnson, Executive Director
Tel: 415-307-7777
abby@virginiapace.com

EXHIBIT 3

PROGRAM GUIDE

(See attached)

(100508661.7)

VIRGINIA C-PACE PROGRAM GUIDELINES

Virginia's C-PACE Program (VA C-PACE) is sponsored by the Virginia Department of Energy and administered by the Virginia PACE Authority

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Note for Reader

All capitalized terms used in these **VA C-PACE Program Guidelines** that are not specifically defined shall have the meanings set forth in Appendix A (Glossary of Terms) of these Program Guidelines. All Glossary terms are bolded when first referenced in these **Program Guidelines**.

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Executive Summary

The **Virginia C-PACE Program** or **VA C-PACE** is offered through the Virginia Department of Energy ("**VE**" and "**Sponsor**") and its program administrator, Virginia PACE Authority ("**VPA**" and "**Program Administrator**"). The VA C-PACE Program provides a range of services to local governments looking to establish C-PACE in their jurisdiction as well as assists property owners in using C-PACE to upgrade their buildings. The VA C-PACE Program is a public private partnership between local governments, private property owners and private capital providers. The rules, regulations, and guidance of the VA C-PACE Program are established through these VA C-PACE Program Guidelines.

Background on Commercial Property Assessed Clean Energy (C-PACE) Financing

C-PACE financing is an innovative loan program that provides private building owners a low-cost way to install a wide range of sustainable and cost-efficient measures to both new and existing commercial buildings ("**Eligible Property**"). The loan ("**C-PACE Loan**") is privately financed and secured as a special assessment lien ("**C-PACE Lien**" or "**Lien**") with the equivalent senior lien status of a real property tax assessment and enforced by the local government. This hybrid loan structure allows for loan terms that would otherwise be unavailable to many property owners.

C-PACE was developed as a financing mechanism to facilitate clean energy and resiliency property upgrades. The principal underlying concept of C-PACE is that these improvements have a public benefit, like a sewer or road extension, and therefore can be secured and repaid in the same manner as other government-secured liens.

C-PACE in Virginia

Through the C-PACE Act (§15.2-958.3 of the Code of Virginia), Virginia local governments are authorized to create C-PACE programs through adoption of an ordinance ("**Ordinance**") and opt into a statewide C-PACE financing program sponsored by the Virginia Department of Energy ("**VA C-PACE Program or VA C-PACE"**) for which VPA is the **C-PACE Program Administrator**.

In Virginia, a C-PACE Loan can finance a wide variety of **Projects** on energy efficiency, water efficiency, renewable energy, resiliency, and environmental remediation ("**Eligible Improvements**") for private existing buildings and new developments. A C-PACE Loan is secured by a voluntary special assessment on the Eligible Property. Like property taxes, C-PACE Loans transfer to the next property owner if the Eligible Property is sold during the term of the C-PACE Loan. The remaining balance of the C-PACE Loan is repaid by the subsequent property owners, who continue to receive the benefits of the Eligible Improvements. Moreover, any current or past due **C-PACE Payments** can be collected each year while future C-PACE Payments stay with the property in the event of sale or default. For private lenders, C-PACE Loans provide greater security than conventional loans because payments are tied to the Eligible Property, thus enabling low interest capital to be raised from the private capital markets with no government financing required.

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Property Owners benefit from long, fixed rate terms that are based on the useful life of a single improvement or the weighted average life of multiple installed improvements ("**Eligible Improvements**"). Long-term C-PACE Loans lead directly to major property upgrades such as:

- Energy-efficient boilers
- Upgraded insulation
- Flood mitigation
- Solar installations

The **Term** for **a C-PACE Loan** may not exceed the **Weighted Average Expected Useful Life** of the Eligible Improvements or Expected Useful Life (EUL) of a single Improvement. Examples of benefits from a C-PACE Loan include improved business cash flow due to lower energy and water costs, a reduction in costs related to business interruption and storm/flood damage, less required owner equity, an increase in the value of the improved Eligible Property, and achievement of sustainability or environmental, social and governance (ESG) goals.

The C-PACE Loan process requires that a **Property Owner** develop Eligible Improvements with a **Registered Contractor** and arrange project financing with a qualified C-PACE Capital Provider ("**Capital Provider**"). Eligible Improvements include: energy efficiency, water efficiency and safe drinking water, renewable energy, resiliency, stormwater management, electric vehicle infrastructure, and environmental remediation. The Property Owner and/or Capital Provider then applies online through the to qualify the Eligible Improvements for a C-PACE Loan according to the criteria in the Guidelines. If the Project is approved, the jurisdiction ("**Locality**"), Property Owner, and Capital Provider enter into an agreement known as the **C-PACE Program Agreement** that memorializes the obligations of the parties. The Property Owner and Capital Provider will also execute a separate **Financing Agreement** that defines the terms and conditions of the C-PACE Loan. Transactional documents can be found in Appendix E: Program Documents.

The Program relies on private financial institutions to provide capital to fund C-PACE Loans. The Program is open to any Capital Provider interested in participating. Interested financial institutions should contact the C-PACE Program Administrator to become qualified Capital Providers.

1.0 Purpose of Program Guidelines

The purpose of the Program Guidelines is to establish and describe the rules governing the VA C-PACE program.

In this document you can find information about:

- Statutory and programmatic eligibility requirements for Eligible Properties in Virginia
- List of participating localities in VA C-PACE

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- Approval, closing, recording, and servicing process of C-PACE Loans
- Process to become a Registered Contractor or Capital Provider
- Common Eligible Improvements
- VA C-PACE Checklist
- Links for all required documentations

2.0 Program Administration

The VA C-PACE Program is sponsored by the Virginia Department of Energy and administered by Virginia PACE Authority. VA C-PACE is a turnkey, open-market C-PACE program offered statewide available at no cost to localities that choose to participate. A major benefit to having a program offered statewide is that it allows localities, property owners, contractors, and lenders that are participants in the C-PACE market to adhere to a standardized set of rules across locality lines that enables scale and lower administrative costs. Participating localities in the VA C-PACE Program have passed an Ordinance and opted into VA C-PACE through entering an agreement with VE.

2.1 Virginia Energy

VA C-PACE is sponsored by Virginia Energy (VE), a Department within the Commonwealth of Virginia's state government and formally known as the Department of Mines, Minerals, and Energy. The mission of VE is to advance the adoption of clean energy solutions along with energy efficiency products, services, and technologies.

2.2 Virginia PACE Authority

Through a competitive procurement process, VE selected the Virginia PACE Authority (VPA) to administer the Program. VPA, a nonprofit 501(c)(3) organization whose mission is to educate, promote, and facilitate clean energy and resilient solutions through the administration of C-PACE financing programs in the Commonwealth. As the administrator for the VA C-PACE Program, VPA ensures that Improvements are eligible for a C-PACE Loan under the C-PACE Act, the local Ordinances, and these Guidelines and submits each C-PACE Project to the Locality for final approval.

VPA works with Virginia localities to:

- Pass enabling legislation for C-PACE financing
- Intake, review, and approve applications
- Facilitate closing of C-PACE Loans
- Register, qualify and train contractors and capital providers
- Provide marketing, outreach, and education on the Program
- Facilitate billing, collections, and remittance of C-PACE Payments, if required

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VPA is supported by Slipstream in the application submittal, review, and approval process. Slipstream is a 501(c)(3) nonprofit organization providing program administration services in a number of states.

2.3 Contact information

Website: www.virginiapace.org
Email: info@virginiapace.org
Phone: 757-603-3555

2.4 Key Billing and Collection Dates

The Capital Provider will be responsible for billing and collecting the C-PACE Payments from Property Owners over the Loan Term known as **Servicing** described in Section 7. Often, Capital Providers prefer to align Servicing with the real property tax cycle. Although billing and collection due dates can vary, typically, real property tax due dates are in June or July and in December, collected on an annual or semi-annual basis.

2.5 Key Responsibilities by Stakeholder

Property Owner

- Provide all information in the VA C-PACE Checklist (See Appendix D: VA C-PACE Checklist) to the Program Administrator including signing/executing the following:
  - Execute the C-PACE Program Agreement and C-PACE Lien Certificate with the Capital Provider and the Locality
  - Execute the Financing Agreement with the Capital Provider
  - Sign the **Final Application**
  - Sign the **Project Information Request**
  - Sign the **Capital Provider & VPA Disclosures and Risks**
  - Sign the **Property Owner Affidavit**
  - Sign the **C-PACE Program Completion Certificate** when the Project is complete

Capital Provider

- Assist Property Owner in gathering information in VA C-PACE Checklist and execute the following documents:
  - Execute the **Capital Provider-VPA Agreement** with VPA once for the VA C-PACE Program
  - Execute the C-PACE Program Agreement with the Property Owner and the applicable Locality for each transaction
  - Execute the **C-PACE Lien Certificate** with the Property Owner and the applicable Locality for each transaction
  - Service the C-PACE loan
  - Execute a Financing Agreement with the Property Owner

Locality

- Adopt enabling Ordinance to join the VA C-PACE Program or amend existing Ordinance that complies with the VA C-PACE Program
- Execute the **Virginia Energy-Locality C-PACE Agreement**
- Execute the C-PACE Program Agreement and the C-PACE Lien Certificate for each transaction with the Property Owner and the Capital Provider
- At its discretion, collaborate with VPA and VE in promotion of C-PACE

VE (Sponsor)

- Execute the Virginia Energy-Locality C-PACE Agreement with Localities
- Liaison with Localities for onboarding and strategic outreach and execute the following documents:

VPA (Program Administrator)

- Execute the Capital Provider-VPA Agreement with Capital Providers once for the VA C-PACE Program
- Provide all key program administration functions listed under Section 2.2 including:
  - Liaison with Localities to work to pass enabling ordinances and onboarding Localities
  - Collaborate with Localities on economic development opportunities
  - Intake, review, and approve C-PACE Loan applications
  - Facilitate closing of C-PACE Loans
  - Register and train contractors and capital providers
  - Provide marketing, outreach, and education on the Program to stakeholders
  - Service the C-PACE Loans including facilitate billing, collections, and remittance of C-PACE Loan Payments (only if a Capital Provider will not service a C-PACE Loan)

Please note that the above referenced documents including ***Programmatic*** *and* ***Transactional Documents*** *are found in* Appendix E: VA C-PACE Program Documents.

3.0 Eligibility Requirements

3.1 State Statutory Requirements

The Virginia C-PACE statute requires that interested localities pass enabling legislation to enable C-PACE in their jurisdiction. Full text for the legislation is here:
https://law.lis.virginia.gov/vacode/title15.2/chapter9/section15.2-958.3/

3.2 Local Statutory Requirements

Localities must pass an Ordinance substantially similar to a form of the **C-PACE Program Model Ordinance** (See Appendix E: VA C-PACE Program Documents) to implement the VA C-PACE Program.

To be eligible to participate in the Program, a locality must also execute the Virginia C-PACE-Locality C-PACE Agreement with Virginia Energy. Once a participating jurisdiction, VPA will be responsible for ensuring that all C-PACE applications meet the local statutory requirements for project eligibility as set forth in an Ordinance.

3.3 Eligible Property

3.3.1 Property Types

C-PACE Financing is available to all types of commercial properties that meet the definitions as defined in § 15.2-958.3. Eligible property types include, but are not limited to: office, industrial, retail, multifamily properties with more than four single family dwelling units, hospitality, healthcare, agricultural and other specialty commercial uses. Properties such as nonprofits that are otherwise exempt from real estate taxation are eligible to participate, as long as they have a real estate assessment. Common areas of real estate owned by a cooperative or a property owners' association described in Subtitle IV (§ 55.1-1800 et seq.) of Title 55.1 that have a separate real property tax identification number are eligible. Commercial condominiums are eligible for a C-PACE Loan.

The Program does not authorize the placement of C-PACE Liens on a property owned by a local, state, or federal government.

3.3.2 Property Location

To be eligible, the property to be improved must be assessable Real Property located within the territorial limits of the Locality and must have a property tax or assessment identification number. Assessable real property includes both currently improved (with a building or structure) and unimproved real property.

3.3.3 Multiple Parcels

Properties with multiple tax maps or parcel identification numbers are eligible if all the lots, blocks, tracts, and parcels of land are located within an area enabled in the VA C-PACE Program. If a Project extends across multiple parcels, the Lien will be apportioned across those parcels according to square footage. The following application materials must be submitted separately for each parcel:

- Tax history
- Title report or commitment if a single title report or commitment is not able to clarify property history for each parcel
- Any other application document if the property addresses or owners differ per parcel

The Program Administrator reserves the right to deny applications for properties with multiple parcel identification numbers if any of the parcels is ineligible to participate in the Program.

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3.4 Eligible Improvements

3.4.1 Construction Status

C-PACE Loans are available for improvements to both existing buildings, adaptive reuse, and new construction projects.

3.4.2 Real Property

Eligible Improvements must be permanently affixed to the Real Property and remain permanently affixed to the Real Property per the terms and conditions of the Financing Agreement.

3.4.3 Loan Underwriting Parameters

VA C-PACE has established general loan underwriting parameters for the Program. Any deviations from these parameters for local programs which have not yet joined the state are delineated in the VA C-PACE Locality Matrix (See Appendix F: Supplemental information). This matrix will be updated on an ongoing basis as Localities opt into the VA C-PACE Program.

3.4.3.1 C-PACE Loan Amount

A C-PACE Loan must be equal to or less than the amount of the Eligible Project Costs.

3.4.3.2 C-PACE Loan Amount Thresholds

There is no minimum or maximum loan amount per the state statute. The minimum C-PACE Loan amount established by the Program is $50,000 with no maximum threshold other than stipulated under 3.4.3.3 below.

3.4.3.3 C-PACE Loan to Value Thresholds

The C-PACE Loan Amount, when combined with existing mortgage and other lien obligations, shall not exceed a 100% combined loan-to-value (CLTV) ratio to the assessed or market value of the Property, whichever is greater. Exceptions to CLTV limits shall be considered on a case-by-case basis by the Program Administrator. There is no maximum C-PACE only loan-to-value ratio requirement.

3.4.3.4 Determination of Value

The Property value must be determined for both taxable and tax-exempt properties. Determination of property value is a requirement of the Program Administrator and typically a requirement of the Capital Provider. There are four ways to calculate value of a property acceptable by the Program Administrator:

1. Assessed value as determined by the Land Records
2. Appraisal prepared by an independent real estate appraisal firm within 18 months of submission of the Final Application unless exception is granted by the Program Administrator
3. Automate Valuation Method
4. Insurance value (typically used for smaller projects)

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Supporting documentation should be provided for all four valuation methods.

3.4.3.5 Project Term

C-PACE Loan Terms must not exceed the Weighted Average EUL of the proposed Eligible Improvements or the EUL of a single Eligible Improvement as described in Section 4: Project Analysis Process and Requirements. For the purposes of this calculation, Eligible Improvements that have a useful life that is difficult to determine according to standard professional methods by the Technical Reviewer will be assumed to have a useful life of 20 years. For the purposes of this calculation, the Weighted Average EUL for all Eligible Improvements will be capped at 35 years with exceptions made on a case-by-case basis.

The Term of the C-PACE Loan begins upon receipt of the Certificate of Occupancy or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the Locality.

3.4.3.6 Interest Rates

Both fixed-rate and fixed rates adjusted at periodic intervals are eligible in the Program.

3.4.3.7 Capitalized Interest Periods

C-PACE Loans may be structured to include up to 36 months of capitalized interest payments. Exceptions to this limit will be considered on a case-by-case basis and at the discretion of the Program Administrator.

3.4.3.8 Interest Only Periods

There is no limit on Interest only periods set by the Program Administrator.

3.4.3.9 Loan Amortization

C-PACE Loans must be fully amortized at maturity.

3.4.4 Retroactive C-PACE

Completed installations of certain C-PACE Improvements are eligible for refinancing using C-PACE. Retroactive C-PACE are C-PACE Loans that close after the Property Owner completes the installation of the Eligible Improvements. Retroactive C-PACE must occur within 24 months of the time elapsed between the completion of the installation and approval of the application for a C-PACE Loan. Retroactive C-PACE Projects must satisfy the same requirements as other C-PACE Projects in terms of eligibility in most cases. See 4.4 Retroactive C-PACE for more details.

3.4.5 Lender Consent

To receive a C-PACE Loan, the Property Owner must obtain written **Lender Consent** of the C-PACE Loan by the holder of each mortgage or deed of trust lien on the Property prior to **Final Approval** by the Program Administrator. See Section 8.0 Lender Consent for more detail.

3.5 Eligible Project Costs

Eligible Projects Costs or **Project Costs** include all **Hard Costs**, **Ancillary Costs**; and **Soft Costs**. Costs to acquire an Eligible Property are not Eligible Project Costs.

3.5.1 Hard Costs

All direct installation/construction contract costs (materials, labor, and overhead) associated with the Project.

3.5.2 Ancillary Costs

Construction costs that are necessary to install an Eligible Improvement. Examples include roof structural improvements necessary to support a roof mounted solar PV array or building electrical upgrades necessary to support an energy efficient HVAC system.

Note: The Project documentation should demonstrate that the Ancillary Costs are necessary for installation of the Eligible Improvement(s).

3.5.3 Soft Costs

Soft costs are indirect costs that are not considered direct construction costs but are necessary to complete the Project. Examples include but are not limited to:

- Project management
- **Closing Fees** (program administration fees)
- Title reports and credit checks
- Financial services (e.g., Capital Provider fee, **Project Developer** fee)
- Legal services (e.g., Property Owner legal, Capital Provider legal)
- Recording taxes and fees, and escrow disbursement fees
- Architectural and engineering costs related to the Project
- Consulting reports (e.g., Project Analysis, energy audit, commissioning reports, measurement and verification, feasibility studies, financial projections, and surveys)
- Due diligence reports (e.g., appraisal, environmental, and physical condition assessments)
- Energy savings performance guaranty or insurance
- Building accreditation(s)
- Permitting fees
- Interest reserves
- Capitalized interest
- Any other closing costs or fees required to complete the Project

If an indirect cost cannot be allocated directly to the installation of an Eligible Improvement (e.g., Mechanical/Engineering/Plumbing (M/E/P) plans that include plans for installation of new lighting fixtures), then the Eligible Soft Cost would be calculated in the same proportion as the proportion of Project Costs to the total construction budget.

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M/E/P plans: $50,000
Eligible Improvements: HVAC and LED lighting (materials, labor, and overhead): $100,000
Total construction budget: $500,000
Percentage of Project to total construction budget: 20%
Eligible Soft Costs: $10,000 (20%)

The Program Administrator has final discretion on Eligible Project Costs.

3.6 Eligible Improvements

Eligible Improvements for a Project are energy efficiency, water efficiency and safe drinking water, renewable energy, resiliency, stormwater management, electric vehicle infrastructure, and environmental remediation. A compendium of Common Eligible Improvements is found in Appendix B: Common Eligible Improvements as well as on the Virginia PACE Authority website.

3.6.1 Energy Efficiency

Any measure that results in reduction of consumption of energy over a baseline such as:

- High efficiency lighting
- Heating ventilation air conditioning (HVAC) upgrades
- High efficiency hot water heating systems
- Building shell or envelope improvements including fenestration
- Building energy management systems
- Process equipment upgrades

3.6.2 Water Efficiency and safe drinking water

Any measure that results in reduction of consumption of water over a baseline established such as:

- Stormwater runoff mitigation and improved drainage systems
- Water efficiency devices, measures, or systems
- Replacement of lead pipes that serve potable water supply

3.6.3 Renewable Energy

Any system using renewable resources such as sunlight, wind, or biomass to generate energy to supply such as:

- On-site demand of the Eligible Property
- Export of electricity to a utility provider
- Sale of the electricity using a Power Purchase Agreement (or similar approved agreement)
- A combination of the above three options
- Production of clean heat or power by use of a renewable energy resource

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Types of renewable energy systems may include but are not limited to:

- Solar photovoltaic power
- Fiber optic solar
- Solar thermal
- Small wind microturbines
- Geothermal heat pump
- Fuel cells

Note: The Program Administrator may approve other types of renewable energy not listed in the Program Guidelines at its discretion.

3.6.4 Resiliency

Per the state statute, **Resiliency Improvements** means an improvement that increases the capacity of a structure or infrastructure to withstand or recover from natural disasters, the effects of climate change, and attacks and accidents, including but not limited to:

- Flood mitigation or the mitigation of the impacts of flooding
- Inundation adaptation
- Natural or nature-based features and living shorelines, as defined in §28.2-104.1
- Enhancement of fire or wind resistance
- Microgrids
- Energy storage
- Enhancement of the resilience capacity of a natural system, structure, or infrastructure

3.6.5 Stormwater management project

- Green roofs
- Blue roofs
- Pervious pavement/pavers
- Rainwater capturing systems

3.6.6 Electric Vehicle Infrastructure

- Charging stations
- Electrical upgrades necessary to install EV charging stations

3.6.7 Environmental Remediation

A project intended to remove environmental or health hazards including but not limited to:

- Indoor air quality
- Indoor water quality
- Asbestos remediation
- Lead paint removal
- Mold remediation

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3.7 Property Owners

The Program is voluntary and available to Property Owners with Eligible Properties located within a Locality. Only a Property Owner who voluntarily participates in the Program and owns a property upon which a Lien has been levied will have a secured lien imposed against its Eligible Property.

3.7.1 Statutory Requirements

The state law in Virginia also requires that a Locality to give due regard to a property owner's ability to repay C-PACE financing under §15.2-958.3 of the Code of Virginia.

3.7.2 Programmatic Requirements

- Be 100% title holder of the Eligible Property (as reflected in the Land Records) or the holder of an eligible long-term leasehold interest. The Property Owner or the Property Owner's legally authorized representative must sign the Final Application
- Submit evidence that the title of the Eligible Property is not in dispute prior to recording the C-PACE Lien Certificate, as evidenced by a title report certifying the condition of the title, performed, and signed by a title examiner who has been certified by the Virginia Land Title Association or a title insurance commitment from a title insurance company acceptable to the Capital Provider and the Program Administrator
- Be current in the payment of all obligations secured by the Eligible Property, including loans secured by mortgages or deed of trust liens on the Eligible Property, real property taxes, special assessments (including C-PACE Liens), special taxes, other tax liens, and/or water or sewer charges;
- Have no judgement lien, or other involuntary liens against the Eligible Property, including, but not limited to, construction or mechanics liens, judgments against the Property Owner, or eminent domain proceedings
- Have no notices of default or delinquency on property-based debt that have not been cured

The Program Administrator and the Capital Provider may review public records to verify compliance with this requirement.

Note: The VA C-PACE Checklist contains required documentation and process for approval.

3.8 Capital Providers

The Program is an open market, which means Property Owners have the flexibility to select their preferred Capital Provider for a Project. A Capital Provider is a lender that finances a C-PACE Loan. The open market model gives Property Owner's access to a range of private Capital Providers who offer competitive rates and financing terms and conditions. No exclusivity will be provided to Capital Providers, and Property Owners will retain the right to choose the provider of financing who best suits

their business needs. C-PACE Loans are currently financed exclusively by private lenders or financial institutions.

Private lenders and/or financial institutions interested in offering C-PACE Loans can apply by submitting a RFQ (Request for Qualifications), including the Capital Provider-VPA Agreement. As part of the Capital Provider-VPA Agreement, applicants will provide a copy of the Capital Provider's Financing Agreement that it will execute with a Property Owner so that the Program Administrator can confirm that the Financing Agreement is consistent with the state and local enabling C-PACE laws and the Capital Provider Agreement

Upon approval by the Program Administrator, the applicant will be considered qualified in the Program as a Capital Provider and will be listed on the VPA website.

Property Owners may pre-select their preferred lender for the Project. However, prior to the closing of the applicable C-PACE Loan, the Program Administrator must approve the private lender or financial institution as a Capital Provider as outlined above.

Responsibilities of a Capital Provider include the following:

- Making the C-PACE Loan
- Recording the C-PACE Lien Certificate and any C-PACE Amendment to the Lien in the Land Records and notifying the Program Administrator and Locality
- Notifying the Locality and the Program Administrator of any changes to the C-PACE Payments, including recording any updated Assessment Payment Schedules in the Land Records
- Notifying the Locality and the Program Administrator whenever a C-PACE Assignment or a C-PACE Amendment to a C-PACE Loan takes place

3.9 Registered Contractors

All Improvements financed through the Program must be installed by a business that has been approved by the C-PACE Program Administrator known as a Registered Contractor. Examples include an energy auditor, licensed engineer, HVAC company, or solar installer. The process includes completing a one page online form and agreeing to the terms of conditions of the C-PACE Program. The registration process does not evaluate the contractor's competence or the status of its licensure.

It should be noted that a Property Owner may hire a company that is not initially a Registered Contractor as long as the company is approved prior to approval of a Final Application. If a general contractor is responsible for the work of all subcontractors, then only the general contractor would be required to become a Registered Contractor.

To be eligible for a C-PACE Loan, work associated with the installation of an Eligible Improvement that requires a license must be installed by a Registered Contractor that holds the appropriate license.

Registered Contractors are responsible for ensuring that all subcontractors hold the appropriate licenses. Furthermore, it is the responsibility of the Property Owner to ensure that qualified, reputable contractors are chosen to perform the work on the Project according to the requirements set forth in the Program Guidelines.

3.10 Qualified Professionals

A Registered Contractor may perform a Project Analysis if they become a Qualified Professional. A Qualified Professional must hold one or more of the following credentials or certifications unless they are approved by the Program Administrator on a case-by-case basis:

3.10.1 Credentials

3.10.1.1 Energy and Water Efficiency

- Registered Architect (RA)
- Professional Engineer (PE)
- Certified Building Energy Assessment Professional (BEAP) offered by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- Certified Energy Auditor (CEA) offered by the Association of Energy Engineers (AEE)
- Certified Energy Manager (CEM) offered by AEE
- Certified High-Performance Building Design Professional (HBDP) offered by ASHRAE
- Certified Measurement and Verification Professional (CMVP) offered by AEE and Efficiency Valuation Organization
- LEED Accredited Professional (LEED AP) with documented experience as determined by the Program Administrator

3.10.1.2 Renewable Energy

- Solar PV
  - Professional Engineer (PE)
  - Individuals with IBEW-NECA Solar PV Certification
  - Individuals with North American Board of Certified Energy Practitioners (NABCEB) certifications
    - PV Specialist
    - PV Installation Professional
    - Provide proof of the following:
      - 35 hours of solar PV training, pass the NABCEP entry-Level PV exam, and provide proof that they have installed at least two solar PV systems- both using a minimum of 1 kWDC and inverter
      - Either hold a letter from NABCEP stating they are qualified to sit for the NABCEP PV Installer Certification Exam (you must apply to NABCEP to sit for this exam or hold a certificate verifying they have passed the NABCEP PV Installer Certification Exam

- Solar Thermal
  - Professional Engineer (PE)
  - NABCEP Solar Heating Installer certifications
- Other Renewable Systems
  - Professional Engineer (PE)

3.10.1.3 Resiliency

Qualifications for reviewing a resiliency Project vary based on the underlying Project scope, type, and complexity. For review of a report providing a broad range of potential resiliency improvements, a generalist may be approved as a Qualified Professional if they have expertise sufficient to comment on the condition or expected performance of a property relevant to the hazards(s) of concern. For this level of analysis, one or more of the following credentials typically suffice:

- Professional Engineer (PE)
- Registered Architect (RA)
- Professional Geologist (PG)

For specific hazards such as flood, wind or coastal erosion, a Qualified Professional with specialized experience and education should be retained depending on the hazards and level of risk identified. For example, for severe weather hazards including hurricanes, tropical and convective storms, a Qualified Professional could include a Certified FORTIFIED Commercial™ Evaluator for light commercial and multifamily properties.

3.10.1.4 Stormwater Management

For most stormwater management projects, a Qualified Professional should be a Professional Engineer licensed to practice civil engineering and/or stormwater management and have 5+ years of general civil engineering of properties, including 2+ years of experience in stormwater management or drainage calculation analysis.

For review of energy storage or alternative vehicle charging stations, a Qualified Professional should be a Professional Engineer with at least 5+ years of relevant experience.

3.10.1.5 Environmental Remediation and Safe Drinking Water

For most environmental remediation projects, a Qualified Professional will be an Environmental Professional as defined in the EPA All Appropriate Inquiry (AAI) 40 CFR §312.21 (Results of Inquiry by an Environmental Professional) as follows:

- Bachelor's degree or higher from an accredited institution of higher education in a relevant discipline of science or engineering and 5+ years of full-time relevant work experience
- State or tribal issued certification or license and 3+ years of full-time work experience
- 10+ more years of relevant, full-time work experience

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For Indoor Air Quality (IAQ) projects, a Qualified Professional should have documented expertise in IAQ including one of the following professional qualifications:

- Professional Engineer (PE)
- Registered Architect (RA)
- IAQ Certified Industrial Hygienist (CIH)
- WELL AP with documented expertise
- LEED AP with documented expertise

For Safe Drinking Water (SDW)) projects, a Qualified Professional should have documented expertise in SDW including one or more of the following professional qualifications:

- Professional Engineer (PE)
- Registered Architect (RA)
- Water Quality Association Professional Certification
- Environmental Professional

3.10.1.6 Electric Vehicle Infrastructure

- Professional Engineer (PE)

3.10.2 Selection of Qualified Professional

Property owners can select an individual or firm to perform the Project Analysis if they are approved by the Program Administrator or work with a preapproved firm for the Program. A list of pre-approved firms can be found at virginiapace.org.

4.0 Project Analysis Process and Requirements

For a Project to be approved, the Property Owner or Capital Provider must submit sufficient supporting documentation to the Technical Reviewer confirming that the project meets the Program requirements.

4.1 Project Analysis Approval Process

1. Property Owner and/or Capital Provider engages contractor or consultant to develop the Project Analysis
2. Capital Provider or Property Owner submits completed Project Analysis for review by the Program Administrator
3. Program Administrator reviews and approves the Project or requests clarification/modification of Project Analysis

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Resiliency and Environmental Improvements are new to the Program. As a result, requirements for Project Analysis for resiliency and environmental remediation projects should be discussed in advance with the Program Administrator.

Note: Although not anticipated nor common, the Program Administrator does have the authority to reject the recommendations of Project Analysis if the project does not meet the requirements of the Program Guidelines.

4.2 Project Analysis for Existing Building Improvements

4.2.1 Energy and/or Water Efficiency Improvements

At a minimum, proposed project analysis should include the following:

- Description of the proposed project including each individual Eligible Improvement that will be funded with the C-PACE Loan
- Expected annual energy savings (kWh, BTUs, or therms) over energy baseline usage; water savings (gallons or ccf) over water baseline usage; annual per unit energy and/or water cost savings ($)
  - Optional annual demand savings (KW)
  - Optional operational savings ($)
- Clear and logical documentation of assumptions for the calculations of savings
- Estimate of the EUL of each Eligible Improvement and documentation supporting the EUL
- Calculation of maximum eligible Term for the C-PACE Loan based on the Weighted Average EUL of the Eligible Improvements or EUL of a single Eligible Improvement (or Locality Term limit where applicable in a local program; see Existing Local Program Matrix in Appendix F)
- If an EUL cannot be reasonably determined, the maximum EUL for that improvement would be 20 years
- Cost required for each Eligible Improvement or for combined Eligible Improvements if interactive effects between the Eligible Improvements make itemized costs impractical
- Copy of relevant calculations, equipment specs, data sheets, etc.

If renewable energy measures are under consideration, please refer to Section 4.2.2 Renewable Energy Improvements.

The Program recommends, but does not require, that the Project Analysis be based on one of the following:

- ASHRAE Energy Audit standards as defined by ANSI/ASHRAE/ACCA Standard 211-2018
- Pacific Northwest National Laboratory, A Guide to Energy Audits, PNNL-20956
- Investor Ready Energy Efficiency (IREE) Certification Protocol
- ASHRAE Standard 100

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- ASHRAE Standard 90.1 Appendix G
- Methods in accordance with the Virginia Energy Conservation Code

Property Owners are encouraged to obtain all applicable government, utility provider, and/or manufacturer rebates where available.

Note: The Program Administrator does not guarantee that any savings estimates provided by a Registered Contractor, Capital Provider, and/or Property Owner.

4.2.2 Renewable Energy Improvements

The energy generation baseline for all renewable energy improvements is assumed to be zero energy generation unless it is a replacement for an existing renewable energy system, in which case the project analysis must establish the baseline of the existing system using performance and/or nameplate rating which is the official power production rating given to the equipment.

At a minimum, project analysis should include the following:

- Description of proposed renewable energy system including production capacity and type (e.g., roof or ground mount solar PV)
- Description of the site's ambient conditions (e.g., shading analysis)
- Location of the renewable energy system
- Utility consumption profile of the site, including the site's historic energy use and cost (modeled energy consumption may be used in the case of new construction or adaptive reuse projects)
- Expected annual energy production (kWh), electrical demand reduction (kW), annual per unit energy production savings ($) and operational, maintenance, and insurance cost savings ($)
- Assumptions affecting the cost savings
  - Weighted cost of energy saved and generated by the Project
  - Cost savings to be realized from time-of-use and demand charge reductions, as applicable
  - Utility tariff to be applied to the site and/or system following installation
  - Utility escalation rate assumptions
  - Tax benefits and other incentives, as applicable
  - EUL of the renewable energy system
  - Maintenance expenses, as applicable
- Assessment of Eligible Project Costs and interconnection issues, including an analysis of the impacts of surplus energy generation by the renewable energy system (e.g., description of utility tariff, if any, to be applied to system production that exceeds consumption)
- Plans to monitor the system and maintain optimized system performance
- Verification of the availability of net metering if the system generates excess power that is delivered to the utility grid at any time

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Note: At its discretion, the Program Administrator may waive one or more of the above required components.

4.2.3 Resiliency Improvements

Per the state statute, Resiliency Improvements means an improvement that increases the capacity of a structure or infrastructure to withstand or recover from natural disasters, the effects of climate change, and attacks and accidents, including but not limited to:

- Flood mitigation or the mitigation of the impacts of flooding
- Inundation adaptation
- Natural or nature-based features and living shorelines, as defined in §28.2-104.1
- Enhancement of fire or wind resistance
- Microgrids
- Energy storage
- Enhancement of the resilience capacity of a natural system, structure, or infrastructure

Please note that although Electric Vehicle (EV) Charging Infrastructure is specifically defined in the C-PACE Act, the Program considers EV Charging infrastructure to be a Resiliency Improvement for purposes of developing the Project Analysis.

4.2.3.1 General Resiliency Analysis and Approach

For determining a broad scope of potential resiliency improvements related to potential hazards, the following approach should be followed:

1. Identify and confirm the hazard(s) related to the Eligible Property
   a) Review regional hazard data from public or commercial risk modeling/mapping sources
   b) Based on results, perform site specific analysis
2. Identify and quantify site specific vulnerability (risk) associated with the hazard
3. Identify customized resilience improvements that mitigate the risk or provide adaptation strategies

4.2.3.2 Eligible Hazards

Hazards that qualify under the Program include but are not limited to:

- Precipitation
  - Heavy Rainfall
  - Lack of Rainfall (this covers drought), contributing to water stress
  - Wind-driven Rain
  - Freezing Rain (icing)
  - Freeze-thaw
- Flood
  - Storm Surge

  - Coastal Repetitive Flood (includes sea level rise)
  - Riverine (fluvial) Flood (includes ice-jamming)
  - Surface (pluvial) Flash Flood
- Wind
  - Tropical Cyclone
  - Winter Storms such as Ice storms
  - Severe Thunderstorm and Tornado
  - Localized Wind (includes Downslope Windstorm, Downbursts)
- Wildfire
  - Direct Physical Impacts
  - Air Quality
  - Water Quality
- Extreme Temperature and Snow/Hail
  - Extreme Temperature
    - Cold
    - Heat/Heat Stress
  - Extreme Precipitation
    - Heavy Snow
    - Hail
- Geologic Phenomenon
  - Subsidence
  - Landslide/Mudslide Coastal Erosion
  - Seismic

4.2.3.3 Standards and Resources

Project analysis for both new construction and existing buildings may follow standards issued by The National Institute of Building Sciences. The benefit/cost ratio of Resiliency Improvements can also be calculated by using resources such as the FEMA BCA toolkit. Other potential resources in identifying potential projects include: American Institute of Architects (AIA) Disaster Assistance Handbook, Enterprise Green Communities strategies for Multifamily Building Resilience, and RELi Design.

Virginia specific resources include:

- Virginia Department of Emergency Management
- https://www.dhcd.virginia.gov/resiliency
- https://resilientvirginia.org/

4.2.3.4 Eligible Savings

Eligible savings can include but are not limited to:

- Reduced insurance premiums
- Avoided incremental insurance expenses

- Avoidance of business interruption
- Uninterrupted power
- Calculated from a benefit/cost ratio > 1
- Other demonstrable savings that can qualify on a case-by-case basis

4.2.3.5 Project Analysis

The Project Analysis must include a narrative description of the Resiliency Project and include technical documentation to support any assumptions and calculations. Examples of supporting technical project analysis include: narrative description, engineering calculations and models, quote or affidavit from insurance provider demonstrating decrease in or avoidance of insurance costs due to increased building resiliency, and schematics demonstrating raising of building above 100-year floodplain. The report should consider any data from a local climate action plan, where applicable. The report should include the expected useful life for each measure that is documented by manufacturer information or other sources. In addition, the Project Analysis should also incorporate any requirements from local or state laws or resilient related building codes and plans.

As resiliency is an emerging field, the Guidelines also include a Resiliency Compendium in Appendix F with resiliency related definitions and references to assist in Project development including additional tools to help qualify a Project. The Program Administrator anticipates that there will be regular updates over the next 12 to 24 months as property-specific resiliency standards are published that will be included in Appendix F.

4.2.4 Stormwater Management Improvements

Stormwater Management is defined as a measure that reduces onsite stormwater runoff into the stormwater system such as reduction in the quantity of impervious surfaces or onsite retention and/or filtering of stormwater. A Project Analysis for Stormwater Management Improvements must demonstrate that the Eligible Improvements result in a reduction in onsite stormwater runoff into the local stormwater systems, and/or provides reduction of stormwater runoff pollutants. These reductions must meet or exceed the requirements of Locality for stormwater management when constructing a new building. For existing buildings, the analysis must demonstrate that the improvement(s) will reduce the quantity of stormwater runoff and/or the pollutant load of existing runoff and bring the system to be code compliant at a minimum.

If an EUL cannot be reasonably determined, the maximum EUL for that improvement would be 20 years. The Program Administrator retains the right to limit the EUL of improvement(s) if sufficient supporting documentation cannot be provided or is unavailable.

4.2.5 Environmental Remediation

4.2.4.1 Asbestos, Lead Paint Removal, and Mold Remediation

Environmental remediation generally refers to the clean-up of land or buildings in response to a Phase 2 Environmental Site Assessment (ESA), Weatherization type analysis, and/or outlined in a Voluntary

Remediation Plan that has been reviewed by the Virginia Department of the Environment. Per the C-PACE Act, the types of Eligible Improvements include:

- Asbestos Remediation
- Lead Paint Removal
- Mold Remediation

The estimated cost for each remediation action for the Project, including an ESA Phase 1 and Phase 2 ESA costs (e.g., soil sampling) can be included in the C-PACE Loan amount.

4.2.4.2 Indoor Air Quality

An Indoor Air Quality (IAQ) Project can be defined as improving the rated performance in indoor air quality by reducing exposure to indoor airborne contaminants.

Permanently affixed measures that exceed the minimum standards of indoor air quality required by law for retrofit or ground up construction will typically be considered eligible. For existing buildings, Qualified Professionals may also establish a baseline model of building-wide CO_2 or oxygen levels and develop an "as complete" model incorporating proposed air quality measures to demonstrate improvements over the baseline. Examples of supporting technical project analysis include Equipment cutsheets, building models, etc. The following reference can provide guidance when developing an IAQ project: https://www.epa.gov/indoor-air-quality-iaq/clean-air-buildings-challenge.

4.2.4.3 Safe Drinking Water

For Safe Drinking Water (SDW) projects, the Project analysis/supporting documentation would demonstrate that contaminants in the potable water provided to a building had been removed such as replacement of lead-based piping with CPVC or copper piping. The following reference can provide guidance when developing an SDW project: https://www.epa.gov/ground-water-and-drinking-water.

Please note that supplemental information on IAQ and SDW may be provided in a future Appendix.

4.3 New Construction and Substantial Renovation/Adaptive Reuse

The Program is available for the construction of new buildings as well as the substantial renovation of existing buildings or the adaptive reuse of vacant buildings.

4.3.1 Baseline: New Construction

New construction projects, unlike existing-building retrofits, do not provide a baseline to compare potential savings from Eligible Improvements. Therefore, the baseline for new construction projects is taken from construction standards denoted in the 2018 version of the Virginia Uniform State Building Code (USBC) including the. The USBC denotes the Virginia applicable building codes and standards that in turn are governed by other international and domestic building codes including the latest version of the Virginia

Energy Conservation Code. For any new construction project, the Project must demonstrate through the appropriate Project Analysis that the Project exceeds the applicable code. The Qualified Professional should also verify local building code compliance with the applicable local government department for the purposes of the energy and/or water savings calculations prepared in the Project Analysis.

The Project Analysis should summarize that the building's total anticipated performance exceeds the building code (baseline) with a summary percentage of performance above the code baseline. **To qualify for C-PACE Financing on a new construction Project, the Project must achieve energy and/or water savings that exceed the applicable building code**. One hundred percent (100%) of the C-PACE Project Costs of all water or energy related measures in new construction projects that demonstrate a whole-building summary performance above the minimum code baseline are financeable through C-PACE.

A new construction project that only involves renewable energy installed on a new building is not subject to the additional requirements and should follow the Project Analysis requirements for renewable energy systems to existing buildings as described in 4.2.2 Renewable Energy Improvements.

4.3.2 Baseline: Substantial Renovation/Adaptive Reuse

The baseline utilized for establishing energy/water consumption for a substantial renovation or adaptive reuse project will be based on a number of factors such as availability of historic utility bills, type of equipment to be installed, and change of use or occupancy type. The Qualified Professional will make the determination if the energy or water savings for a Project should be determined under the Existing Building or New Construction methodology.

4.3.3 Methodologies for Determining Savings

A Project Analysis for a new construction project may demonstrate expected energy or water savings over this baseline in one of two methods:

- Method 1: Itemization of individual Eligible Improvements (Prescriptive Path): Itemization of individual Eligible Improvements in the Project whose efficiency specifications exceed the baseline requirements as outlined in the appropriate building code. The project analysis/supporting documentation must describe the characteristics of each Eligible Improvement and provide supporting documentation showing that each Eligible Improvement exceeds minimum baseline requirements. Examples of supporting documentation include but are not limited to: contract certificates, permits, equipment cutsheets, COMcheck certificates, building plans. 100% of the cost of each Eligible Improvement that exceeds minimum code requirements may be included in the C-PACE Loan amount.

- Method 2: Demonstration of total savings above applicable building code on a whole building basis: Estimated whole building energy and/or water savings above minimum baseline should be calculated using U.S. Department of Energy approved building energy modeling software

or detailed engineering calculations, following one of the two allowable pathways in the applicable International Energy Conservation Code (IECC). Savings calculations for the whole building must state the building's total anticipated performance and specify the summary percentage of energy and/or water performance over code minimum. One hundred percent (100%) of the energy and water-related measures included in the whole building model may be considered Eligible Improvements.

4.4 Retroactive C-PACE

4.4.1 Qualifications

Completed installations of certain C-PACE Projects are eligible for Retroactive C-PACE financing. Retroactive C-PACE are C-PACE Loans that close after the Property Owner completes the installation of the Eligible Improvements. Retroactive C-PACE Projects must satisfy the same requirements as other C-PACE Projects in terms of eligibility.

Per the C-PACE Act, Retroactive C-PACE must occur within 24 months of the time elapsed between the completion of the installation and approval of the application for a C-PACE Loan. Completion of installation is the date that the Certificate of Occupancy was issued or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the Locality. For example, for an existing building, completion of installation could be determined based on information shown in the applicable invoice(s) or the date the installation was approved by a building inspector. The total costs of Eligible Improvements can be refinanced or reimbursed with C-PACE.

Typical scenarios include:

- Replacing an existing C-PACE loan with a new C-PACE Loan if the original C-PACE loan is paid off in its entirety from the proceeds of the new C-PACE loan
- Place a new C-PACE Loan on improvements that would have been eligible for C-PACE at the time of installation
- Refinancing a part of the entirely of a conventional loan with a C-PACE Loan
- Amending an existing C-PACE Loan

Other than increasing proceeds on an already approved C-PACE Loan amount, C-PACE Project Refinancing requires all application, approval and recording requirements like a new C-PACE Loan.

4.4.2 Lookback Period and C-PACE Loan Term

The C-PACE Loan Term would be based on the remaining Weighted Average EUL of the Eligible Improvements based on the time elapsed between the time of installation and closing of the new C-PACE Loan. For example, if an approved C-PACE Loan is funded one year after installation of the Eligible Improvements, the term of the C-PACE Loan would be one year less than if it had been funded at the time of completion.

4.4.3 Required Documentation

Verification is required to establish prior conditions (baseline) and describe the new Eligible Improvement(s) installed in the Retroactive C-PACE Project. The Project Analysis must include additional documentation that provides evidence of installation of the Eligible Improvements:

- Completion Date for the Eligible Improvement(s) subject to the Project
- Description of the baseline code that was used for project design and permit approval;
    - Most jurisdictions in Virginia have now adopted the 2018 Uniform Statewide Building Code including the 2018 Virginia Energy Conservation Code which corresponds to ASHRAE 90.1 2016 that became effective as of July 1, 2021.
    - If the Retroactive C-PACE Project was approved under a prior code requirement, the Project's Eligible Improvement(s) must exceed the 2015 USBC or ASHRAE 90.1 2013 at a minimum to be eligible
- Make and model of equipment replaced, if applicable
- Photos supported by descriptions, which provide evidence of installation of new Eligible Improvement(s)
- Certifications of the Registered Contractor
- Certifications of the Qualified Professional

5.0 Program Fees

5.1 Program Administration Fees

The Program Administrator provides a wide variety of services at no upfront cost and is only paid upon closing of C-PACE Loans. These services include, at a minimum, processing ,and approving C-PACE applications, assisting in closing and servicing of C-PACE Loans, providing marketing, education and training of Program participants and stakeholders, reporting to local government sponsors, and maintenance and upgrade of program documents, materials, and web resources on an ongoing basis.

5.1.1 Application Fee

There is no fee to apply for a C-PACE Loan.

5.1.2 Closing Fee

The Closing Fee is a one-time processing fee of the C-PACE Loan based on the Lien Amount. This fee may be capitalized into the Lien Amount for the Project. There is a minimum Closing Fee to cover the costs of review if the project does not close. This fee is paid out of the proceeds of the C-PACE Loan at closing. The fee schedule is found in Appendix C.

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5.1.3 Servicing Fee

Servicing refers to the billing, collection, and remittance of C-PACE Payments on an annual or semi-annual basis. The C-PACE Act gives Localities the option of outsourcing Servicing of C-PACE Payments to the Capital Providers who have total discretion over the fee charged to the Property Owner. Alternatively, if a Capital Provider is not able to service the C-PACE Payments, then the Program Administrator will act in this capacity and charge a market rate fee based on a percentage of the C-PACE Payments paid annually.

The Property Owner will pay the C-PACE Payment to the Capital Provider, the amount of which is included in the Assessment Payment Schedule of the C-PACE Program Agreement.

5.1.4 Out of Scope Expenses

Closing and Servicing Fees cover the regular costs of the administration of the Program. These costs and expenses do not include any specialized optional professional services that may be necessary for a particular Project either prior or post-closing. Examples include but are not limited to:

- Requesting substantial assistance in developing the Project scope
- Obtaining Lender Consent on behalf of the Property Owner or Capital Provider
- Time-intensive negotiation of any Program documents
- Extensive review of a Project beyond the Program Administrator's standard scope of work
- Review of non-standardized Program documents
- Obtaining a legal opinion for the Capital Provider
- Assistance in amending a C-PACE Payment on behalf of a Capital Provider
- Assistance related to curing a delinquency on behalf of the Capital Provider

Expenses incurred prior to the closing of the C-PACE Loan can be added to the C-PACE Lien Amount if desired. Like the Closing Fee, these expenses can be paid out of proceeds at closing. Fees may be modified from time to time at the sole discretion of the Program Administrator.

5.2 Locality Fees

Although not typical, some Localities may charge fees to process the C-PACE Loan. Please contact the Program Administrator for more information.

5.3 Capital Provider Fee

Capital Providers and Project Developers may charge an origination fee to cover the costs of arranging the C-PACE Loan, which is agreed upon in the Financing Agreement. This is in addition to any fees for servicing the C-PACE Loan.

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5.4 Sample Project Costs

Eligible Project Costs vary based on a number of factors such as the asset type, complexity of the Eligible Improvements, market, Locality requirements, and ownership structure. This sample Project provides an example of how the total C-PACE Lien Amount and annual C-PACE Payments are calcuated based on typical Loan terms such as interest rate, amortization period, term and capitalized interest period.

Project Costs and Fees	
Hard Costs	$3,000,000
Project analysis	$7,000
Appraisal, other 3rd party	$5,000
Related A/E costs	$210,000
Title report, credit check	$200
Other lender expenses	$4,000
Owner legal	$10,000
Hard and Soft Project Costs	**$3,236,200**
Recording fee (estimated)	$115
Capital provider fee	$53,780
Program Admin fee	$37,646
Prepaid Capitalized interest	$257,695
Total financing and admin fees	**$349,236**
TOTAL LIEN AMOUNT	**$3,585,436**

Loan Assumptions			
Interest rate	5.75%	Program admin fee	1.05%
Term (yrs.)	20	Cap Provider fee	1.50%
Amortization	20		
Fee and Capitalized Interest Calculations			
Closing day	6/30/22	Admin fee	$37,646
First payment	9/30/23	Capital Provider fee	$53,780
Days	450	Est. Lien Amount	$3,585,321
Daily rate	0.016%	Capitalized interest	$257,695
Contingency	7.19%		
Annual Lien Payments			
C-PACE Payment	**$306,280**		

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6.0 Loan Application Process

The application process includes application management, approval, and completion of the Project. Repayment of the C-PACE Loan is described in Section 7.0 C-PACE Loan Administration. To proceed with funding a C-PACE Project, a Property Owner must complete the application process, which has two phases, Pre-Application and Final Application.

6.1 Determine Eligibility and Complete Pre-Application

The applicant should review the VA C-PACE Checklist to understand the documentation requirement of obtaining a C-PACE Loan, found in Appendix D.

The Pre-Application gives an applicant the opportunity to establish project eligibility before investing in significant project development. The information collected in this step of the process will be used by the Program Administrator to verify that the property is qualified, and that the proposed Project falls generally within the parameters established in this Program Guidelines.

To begin the process, a Property Owner completes the online Pre-Application form available in the Project Center. The Project Center contains all documents, applications, and instructions required for a project to be approved for a C-PACE Loan. An applicant will be prompted to establish a username and password which will be used to submit information to the Project Center. The information collected on the Pre-Application includes:

- Property address (including jurisdiction with taxing authority)
- Property tax Identification number
- Point of contact for the Application
- Name of the Property Owner
- Approximate value of the Property
- Approximate C-PACE Loan Amount

Once a Pre-Application is submitted, the Program Administrator will conduct a preliminary review to determine if the project is eligible for enrollment in the Program. This review will typically be completed within 1-2 business days after receipt of a completed Pre-Application. The Program Administrator's approval of a Pre-Application is required prior to submitting the Final Application.

6.2 Select Capital Provider and Develop Project

If the Pre-Application is approved, the Property Owner moves forward with the project development phase.

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6.2.1 Project Analysis

The Property Owner must complete a project analysis, as described in Section 4.0 Project Analysis Process and Requirements. Following the project analysis, a Property Owner or their representatives will develop the final scope, Project Costs, and schedule in conjunction with a Registered Contractor and/or Project Developer.

6.2.2 Lender Consent

If the Eligible Property has existing deeds of trust and/or mortgages, the Property Owner must obtain the written consent of all existing lienholders as a condition of closing the C-PACE Loan. Given that this process can take some time, the Program Administrator recommends that the Property Owner contact these lienholders early in the scoping process to gauge the likelihood that consent will be granted (See Section 8.0 Lender Consent).

During this phase, the Property Owner should also contact Capital Providers to secure acceptable C-PACE Loan terms and conditions. For more information, see Section 3.8 Capital Providers. The Capital Provider may conduct its own underwriting review of the Project.

6.3 Submit Final Application with Supporting Documentation

When the pre-development work for the project is complete, a Property Owner will complete the Final Application. The Final Application can be started upon approval of the Pre-Application and is accessible through the Project Center. The Property Owner will also receive an email with a link to the Final Application within the Project Center. The Program Administrator's approval of the Final Application is a requirement to closing the C-PACE Loan.

The Final Application contains a section available to the Property Owner to upload all supporting documents. The Program Administrator will only accept documents uploaded to the Project Center. At a minimum, the following supporting documentation must be provided:

1. Final Application completed and signed by the Property Owner
2. Owner tax history: Documents must be provided verifying the Property Owner is current on property taxes
3. Project Analysis
4. Installation contract(s) from the Registered Contractor(s) for the Project that includes the cost of the work, the scope of work, specifications for the equipment, and the schedule for the installation of the Eligible Improvement(s) identified in the Project Analysis
5. Capital Provider's offer to fund/term sheet. The Property Owner must provide documentation that indicates that a Capital Provider has offered to provide a C-PACE Loan for the Project. Such documentation may be evidenced by a signed term sheet, commitment letter, or other documentation satisfactory to the Program Administrator
6. Title Report or Commitment prepared by a Title Insurance company disclosing all current lienholders on the Eligible Property and confirming that there are no involuntary liens on the

Eligible Property. The title report should be issued no more than 60 days prior to recording the Lien in the Land Records to avoid any intervening title matters appearing of record. The Property Owner and Capital Provider are responsible for obtaining the title report

7. Property value determination. The Property value must be determined for both taxable and tax-exempt properties using either the assessed value or an appraisal. The appraisal or real estate evaluation completed within 18 months of the submission of Final Application and prepared by an independent real estate appraisal firm. The appraisal or other acceptable forms of valuation must be completed within 18 months of the submission of the Final Application; however, exceptions can be granted at the discretion of the Program Administrator. Please note that the Capital Provider may have different and/or more stringent appraisal requirements than the Program
8. Lender Consent. Executed Lender Consent and Subordination to C-PACE Special Assessment and Lien agreement for the proposed Project from each existing lienholder that has a deed of trust on the Eligible Property, if applicable. Requests for Lender Consent should be delivered to lienholders well in advance (e.g., 30 days) of the anticipated C-PACE Loan closing date. This is signed by an existing lender
9. Documentation of Mortgage release(s) (if applicable)
10. Mortgage balance or commitment or other loan balance(s) (if applicable). Copies of the most recent mortgage loan statement(s) for all loans outstanding or commitment for mortgage on the Eligible Property must be included to determine the current loan-to-value ratio
11. Capital Provider and VPA Disclosures & Risks: This document link can be found in Appendix E under the Transactional Documents folder. It is signed by the Property Owner
12. Property Owner Affidavit: Signed by the Property Owner
13. Project Information Request: Property Owner grants permission to the VA C-PACE Program to market publicly certain project specific information at Loan closing or in the future.

Once a complete Final Application is received, the Program Administrator will review it for completeness, accuracy, and compliance with this Program Guidelines. The Program Administrator may provide exceptions to a Final Application and allow certain documents to be provided prior to closing versus prior to project approval, which is communicated via a letter of **Conditional Approval**. The Program Administrator will provide the Property Owner a Conditional Approval Letter or request more information within five business days after submission of a completed Final Application. A letter of **Final Approval** will be issued once all of the documents known as the Transactional Documents have been reviewed by the Program Administrator typically within five business days and ten business days, respectively of receipt. A Capital Provider may require additional documentation as part of its financing due diligence and closing requirements.

6.4 Close C-PACE Loan and Initiate Project Construction

6.4.1 Overview

Upon the Final Approval letter has been submitted to the parties, the Property Owner may proceed with closing the C-PACE Loan. The Property Owner must submit to the Program Administrator:

- Executable copy of the C-PACE Program Agreement
- Executive copy of the C-PACE Lien Certificate
- Executable copy of the Financing Agreement

A form of the C-PACE Program Agreement is included in this Program Guidelines in Appendix E. The Program Administrator will send the C-PACE Program Agreement, C-PACE Lien Certificate, Financing Agreement, and the Final Approval Letter to the Locality for review. Following the execution of these documents, payment of all applicable fees, and consummation of the C-PACE Loan closing, the Capital Provider will record the fully executed C-PACE Lien Certificate with exhibits in the Land Records. If required, the Capital Provider will obtain all wet signatures from the jurisdiction, the Property Owner, and the Capital Provider and appropriate checks/wiring information for jurisdictions that may charge fees. The Program Administrator will assist the Capital Provider in this process as needed. Upon receipt of recorded documents, the Capital Provider will send copies to the Program Administrator. Per the terms of the Financing Agreement, the first C-PACE Payment due may not be the year that the C-PACE Loan closes. The C-PACE Loan proceeds will be disbursed by the Capital Provider according to mutually agreeable terms between the Capital Provider and Property Owner in accordance with the Financing Agreement.

6.4.2 Simultaneous Close of C-PACE and Transfer of Property Owner

If C-PACE financing is closing alongside a transfer of property ownership, then the Program Administrator must receive a substantively final copy of the deed or similar instrument that will be recorded at close as part of the application package. On the day of recording, the deed or similar instrument must be submitted to the Land Records office prior to submission of the C-PACE Lien Certificate.

6.4.3 Simultaneous Close of C-PACE and Mortgage or Deed of Trust

If C-PACE financing is closing alongside a mortgage or deed of trust or other similar instrument, then the Program Administrator must receive a substantively final copy of the mortgage or deed of trust or similar instrument that will be recorded at close as part of the application package. On the day of recording, the mortgage or deed of trust or similar instrument must be submitted to the Land Records Office prior to submission of the C-PACE Lien Certificate.

6.4.4 Simultaneous Close of C-PACE and Mortgage Release

If C-PACE financing is closing alongside a mortgage release instrument, then the Program Administrator must receive a substantively final copy of the mortgage release instrument that will be recorded at close as part of the application package. On the day of recording, the mortgage release instrument must be submitted to the Land Records office prior to submission of the C-PACE Lien Certificate. In this situation, Lender Consent is not required for the mortgage being released at close.

6.4.5 Closing and Lender Consent

In cases where existing secured lienholder(s) will not be lienholders on the Eligible Property as of financial close of the C-PACE Loan and/or when the Eligible Property will have new senior lender(s) as of financial close of the C-PACE Loan (e.g., a simultaneous acquisition and refinancing of the Property), the Property Owner must provide the Program Administrator with a letter prior to the closing that describes any and all mortgage transactions taking place on the property prior to or simultaneous with closing the C-PACE Loan. All parties that have a mortgage on the property as of the close of the C-PACE Loan must provide consent in accordance with the C-PACE Act. Secured lienholder(s) not providing consent must provide a letter stating agreement to being paid out in full. The Property Owner must attach the applicable consents, copies of payoff letter(s) from existing mortgage provider(s), and a closing letter containing instructions for fund distribution as of financial close.

On the day of close, the Property Owner must provide confirmation of the escrow agent's receipt of funds and request that the Program Administrator authorize the release of signatures simultaneous to all other parties to the transaction releasing their signatures. Upon the release of signatures by other parties, the title company must follow the list of instructions outlined in the closing letter (including releasing funds to the appropriate parties and recording documents in the order outlined in the closing letter).

6.5 Project Completion

When the Project is complete, the Property Owner will forward evidence of completion to the C-PACE Program Administrator by submittal of a C-PACE Program Completion Certificate**,** which can be found in Appendix E. It is the responsibility of the Property Owner to ensure that the Project has been successfully completed, including completion and compliance with any necessary approvals of local building codes or standards as issued by Locality building officials or other Locality agencies.

7.0 C-PACE Loan Administration

7.1 C-PACE Lien

The C-PACE Payments that are due, and any interest or penalties accrued thereon, constitute a first and prior lien against the Eligible Property from the date that the C-PACE Lien Certificate is recorded with the Locality until the C-PACE Loan and all interest and penalties are paid in full and the Lien has been released of record.

The Lien is attached to the land and no portion of the C-PACE Loan shall be eliminated by a foreclosure sale. The C-PACE Loan cannot be accelerated, and the Lien cannot be extinguished until the C-PACE Loan is fully repaid. The Lien will be enforced by the Locality in a similar manner as the

Locality enforces delinquent real estate taxes, as specifically provided in the Ordinance and the C-PACE Lien Certificate. A C-PACE Loan transfers to the new property owner upon a sale or transfer of the Eligible Property during the Term.

7.2 Repayment of the C-PACE Loan

Repayment of the C-PACE Loan will commence according to the terms of the C-PACE Documents. The first repayment date for the C-PACE Loan will be due in accordance with the Assessment Payment Schedule. Although not a statutory or programmatic requirement, it is recommended that the Assessment Payment Schedule for the proposed C-PACE financing must match the applicant's property tax schedule: e.g., if the Property Owner owes property tax payments in semi-annual installments, then the C-PACE Payments would be due in semi-annual installments. Interest only periods are determined by the terms dictated in the Financing Agreement. Capitalized Interest is capped at 36 months unless an exception is made at the discretion of the Program Administrator.

C-PACE Payments will be billed and collected by the Capital Provider. Pursuant to the C-PACE Lien Certificate, C-PACE Program Agreement, and the Financing Agreement, each C-PACE Payment must be paid in full by the relevant due date reflected on the Assessment Payment Schedule, or the C-PACE Payment will be considered delinquent. Further discussion is under Section 5.1.3 Servicing fees and in Section 7.5 Servicing of C-PACE Payments.

Pre-payment of a C-PACE Loan is permissible per the terms and conditions laid out in the Financing Agreement. Nothing in the Program Guidelines may supersede or alter the terms and conditions contained in the C-PACE Lien Certificate, C-PACE Program Agreement, and the Financing Agreement.

7.3 Delinquent Payments and Enforcement Remedy

If the Property Owner defaults for failing to pay the C-PACE Payments on time, then the Lien will be enforced by the Locality in a similar manner as the Locality enforces delinquent real estate taxes, including enforcement through a tax lien sale or assignment of these rights to the Capital Provider. If the Locality elects to not enforce the C-PACE Lien, the Locality must relinquishes and assign its right to enforce the C-PACE Lien to the Capital Provider, substantially in the form attached as Addendum 1 to the C-PACE Lien Certificate found in Appendix E. It should be noted that the outstanding balance of the C-PACE Loan will not be accelerated, and the Lien will not be extinguished by any collection remedies.

Delinquent Payments are subject to interest, penalties, and/or other fees in accordance with the executed documents with the Capital Provider and the applicable Locality.

Localities are entitled to recover costs and expenses, including attorneys' fees, in a suit to collect Delinquent Payments, in a similar manner as in a suit to collect delinquent real estate taxes, including

utilizing any administrative remedies provided by Virginia law. The costs and expenses recovered by the Locality would be in addition to any costs, expenses, interest, or other amounts due and owing to Capital Provider in accordance with the executed documents.

7.4 Amendment of Lien and Payment Schedule

7.4.1 Overview

The Capital Provider can amend the Lien and/or Payment Schedule per the C-PACE Documents during the Term of the C-PACE Loan. This process could be to amend the Assessment Payment Schedule to reflect interest charges related to late payments, or to amend and restate the C-PACE Documents to increase the C-PACE Loan proceeds if the project qualifies. Please see Appendix E for a form of C-PACE Amendment.

7.4.2 Process

The Capital Provider must use the form of C-PACE Amendment linked in Exhibit E and submit to the Program Administrator for review. Once reviewed, the Capital Provider will submit this Amendment to the Locality that reflects the adjustment and file the Amendment in the Land. The Locality will sign the C-PACE Amendment and the Capital Provider will record the C-PACE Amendment in the Land Records. The Capital Provider will provide advance notification of the pending amendment and a copy of the executed C-PACE Amendment to the Program Administrator.

In all scenarios, the Capital Provider should communicate the reasons for the Amendment to the Program Administrator to understand the process and any associated incremental costs for the facilitation of this process.

7.5 Release of the C-PACE Lien

Once the C-PACE Loan is repaid in full according to the terms of the C-PACE Documents, the Capital Provider will record a release of the C-PACE Lien in the Land Records.

7.6 Servicing of C-PACE Payments

The Capital Provider will bill and collect the C-PACE Payments. The Capital Provider will also provide the C-PACE Program Administrator with information on an annual basis to confirm payment, prepayment, delinquent payment, etc. of C-PACE Payments. The Capital Provider will notify the C-PACE Program Administrator and the Locality immediately of any delinquencies, repayments, or lien releases, and related actions required of the local government, as applicable.

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If the Capital Provider is not able to service the loan, the Program Administrator will service it, upon request. The Program Administrator will issue a bill to the Property Owner instructing that payment be made to the Capital Provider. The Capital Provider will confirm receipt of the payment with the Program Administrator immediately, pursuant to the terms of the C-PACE Loan Documents and any other Project servicing agreement that is required by the Program Administrator. Each C-PACE Payment that is serviced by the Program Administrator will include a Servicing Fee, as described in Section 5.3 Servicing Fee.

8.0 Lender Consent

8.1 Overview

Per the C-PACE Act, a Property Owner must obtain the written consent of all existing mortgage or deed of trust lienholders of record encumbering the Eligible Property prior to closing the C-PACE Loan. Lender Consent must be in the form approved by each existing lienholder. The purpose of Lender Consent is for all existing secured lienholders with interest in the Eligible Property to consent to the due and unpaid C-PACE Payments having a lien status senior to their position. When an existing secured lienholder will not consent to C-PACE, the mortgage or deed of trust must be prepaid in full prior to or simultaneous to the closing of the C-PACE Loan.

The Lender Consent document will achieve the following:

- Request confirmation from the secured lienholder(s) that the levy of the Lien, subject to the C-PACE Documents will not trigger an event of default nor the exercise of any remedies under the mortgage loan documents or other security documents held by the lienholder
- Advise the secured lienholder(s) that the C-PACE Lien will be repaid in installments collected pursuant to the terms of the C-PACE Documents and subject to the same penalties, remedies, and lien priorities as a special assessment. Additionally, provide notification that the secured lienholder's lien will be junior to the payments of the C-PACE Lien as they come due and that the C-PACE Lien does not accelerate
- Advise the secured lienholder(s) of the terms of the C-PACE Loan that describe the maximum Lien Amount, the maximum Term based on the Weighted Average EUL, and the amount financed cannot exceed the Eligible Project
- Advise the secured lienholder(s) that the Locality will enforce the Lien in the same manner as property taxes and other special assessment charges or assign rights of enforcement to the Capital Provider.

The Capital Provider may provide financing for up to 110% of the financing amount requested without obtaining additional Lender Consent. In addition, the amounts of the individual components of the total C-PACE Loan requested may change from the amounts listed above, if the C-PACE Loan requested will not increase by more than 10% of the total C-PACE Loan amount.

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The Program Administrator recommends that the Property Owner consult with its chosen Capital Provider or Project Developer before approaching any existing lienholders of the Eligible Property. Many traditional lenders are not familiar with C-PACE and may not understand how the Program works. In seeking consent, the Property Owner may find it helpful to inform secured lienholders that if there is a C-PACE Loan default and tax foreclosure, the C-PACE Loan will not accelerate, and only current and Delinquent Payments enjoy senior lien status over existing secured liens. Further, a Property Owner should emphasize that a C-PACE Loan typically increases the value of the lienholder's collateral.

A form of the Lender Consent agreement is provided in Appendix E in the Transactional Documents folder.

9.0 Change Orders

All change orders that result in an alteration of the anticipated savings attributed to the Project must be pre-approved by the Program Administrator to ensure that the changes to the Project remain consistent with the Program requirements. The Property Owner must provide documentation of the following:

- Any substantive change in Project scope with a description of the changes
- Revised Project budget to account for changes in Project Costs
- Revised Project Analysis documentation confirming new savings estimates
- Approval of the change by the Capital Provider.

A Property Owner who requires a change order is required to complete a summary of the above changes and submit the same to the Program Administrator for approval.

10.0 Marketing and Outreach

The VA C-PACE Program provides stakeholders with a variety of resources that can be used to promote the Program. Resources such as fact sheets for different stakeholders and case studies by property type. The majority of these resources can be found on the Program's website at www.virginiapace.org.

Marketing, Outreach and Training (MOT) is key to successfully launching and sustaining an accelerated growth of C-PACE in the Virginia marketplace. MOT leverages the Program brand utilizing various channels including the website, public relations, email communications, and outreach efforts to educate stakeholders and channel partners. Providing the benefits of C-PACE with a focus on energy and equity goals provides economic development tools to promote Virginia Localities.

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C-PACE is a complex program to implement because of the different stakeholder groups that are part of the customer acquisition process. There are five major groups of C-PACE stakeholders that the Program targets through direct outreach or through channel partnerships including:

- Property owners of existing properties
- Developers of new projects
- Contractors and service providers with focus on small, minority and veteran businesses
- Localities
- National and community-based capital providers and lending institutions

The Program Administrator conducts education and outreach programming tailored to each stakeholder group around the benefits of C-PACE financing and posts online training modules to assist contractors and Capital Providers on the benefits and mechanics of utilizing C-PACE. The Program Administrator also establishes specific marketing channels to conduct outreach and education to minority, women, and veteran partners.

C-PACE has evolved from being primarily a small retrofit financing tool to a gap financing product that replaces equity or mezzanine debt in the capital stack. The market has shifted because the Capital Providers – who originate most of the transactions nationwide – recognized the need to generate a minimal level of fee income and to increase the certainty of close. Continued outreach and marketing to lenders to register and participate in the Virginia C-PACE Program is a key strategy in bringing new construction and retrofit Improvements.

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Appendix A: Glossary of Terms

Ancillary Costs - Costs necessary to install an Eligible Improvement. Examples include roof structural improvements necessary to support a roof-mounted solar PV array or building electrical upgrades necessary to support an energy efficient HVAC system.

Assessment Payment Schedule - Schedule of C-PACE Payments necessary to repay the C-PACE Loan over the C-PACE Term, which is attached to and incorporated into the C-PACE Program Agreement and certain other C-PACE Documents, including the C-PACE Lien Certificate. C-PACE Loans must be fully amortized. Interest only periods are not limited but the Term of the C-PACE Loan begins upon receipt of the Certificate of Occupancy or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the Locality.

Capital Provider - 1) Private lending institution that has been approved by the Program Administrator in accordance with the Program Guidelines to originate a C-PACE Loan and its successors and assigns or 2) Current holder of a C-PACE Loan.

Capital Provider and VPA Disclosures and Risks - Property Owner written acknowledgement of the disclosures and risks associated with the Property Owner's obtaining a C-PACE Loan through the VA C-PACE Program.

Capital Provider - VPA Agreement - Document executed by the Program Administrator and Capital Provider that defines the terms in which the Program Administrator designates the private lender or financial institution as a Capital Provider qualified to lend in the Program.

Clerk's Office - The Clerk's Office of the Circuit Court of State of Virginia.

Closing Fee - One-time fee paid to the Program Administrator at loan closing.

Combined Loan to Value (LTV) - All secured debt like mortgages plus all C-PACE assessments.

Commonwealth - The state of Virginia.

Conditional Approval - Letter provided to the Property Owner or Capital Provider by the Program Administrator indicating that the documents associated with the Pre- and Final-Application have been completed.

C-PACE - Commercial Property Assessed Clean Energy.

C-PACE Act - Virginia's Commercial Property Assessed Clean Energy (C-PACE) financing program, codified in §15.2-958.3.

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C-PACE Amendment - Amendment to the C-PACE Lien Certificate executed by the local government, Capital Provider, and Property Owner, which is recorded in the Land Records against the Property by the Capital Provider to evidence each amendment to the C-PACE Loan and C-PACE Lien.

C-PACE Assignment (CP to CP) - Written assignment by one Capital Provider to another Capital Provider of the C-PACE Payments and/or C-PACE Lien pursuant to the terms of the assignment document.

C-PACE Assignment (Locality) - Written assignment by the Locality to the Capital Provider to whom the C-PACE Loan is then due, wherein the Locality relinquishes and assigns its right to enforce the C-PACE Lien to the Capital Provider, substantially in the form attached as Addendum 1 to the C-PACE Lien Certificate.

C-PACE Documents - C-PACE Program Agreement, Financing Agreement, C-PACE Lien Certificate, C-PACE Assignment (CP to CP) (if any), C-PACE Assignment (Locality) (if any), C-PACE Amendment (if any), and any other document, agreement, or instrument executed in connection with a C-PACE Loan.

C-PACE Lien or Lien - Charge levied by the Locality against the Eligible Property and for the benefit of the Eligible Property at the request of the Property Owner.

C-PACE Lien Certificate - Voluntary special assessment document signed by the Capital Provider, Property Owner and the Locality that is recorded in the Land Records against an Eligible Property to secure the C-PACE Loan.

C-PACE Loan - Loan from a Capital Provider to a Property Owner to finance a Project in accordance with the Program Guidelines. Per the C-PACE Act, a C-PACE Loan is available for commercial buildings. Residential properties with fewer than five (5) single family dwelling units are not eligible.

C-PACE Loan Amount - Total amount of the loan principal, plus all interest, penalties, fees, costs, and other amounts accrued as outlined in the C-PACE Documents and resulting Lien levied against the Eligible Property.

C-PACE Model Ordinance or Ordinance - Piece of legislation enacted by a locality establishing C-PACE in that jurisdiction.

C-PACE Payment - Periodic installment payments of the C-PACE Loan by a Property Owner, due and payable to the Capital Provider as permitted by the C-PACE Act in such amounts and at such times as described in the C-PACE Lien Certificate, C-PACE Program Agreement, and Financing Agreement.

C-PACE Program Administrator - Virginia PACE Authority, Inc. (VPA) which has a contract with Virginia Energy to provide program administrative services for the Virginia C-PACE Program.

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C-PACE Program Agreement - Agreement between the Property Owner, Locality, and Capital Provider, and their respective successors and assigns, which includes the terms and conditions for participation in the Program; the Property Owner's acknowledgment and consent for the Locality to impose a voluntary special assessment and record a C-PACE Lien Certificate against the Property Owner's Eligible Property; and a summary of the terms of the C-PACE Loan.

C-PACE Program Completion Certificate - Certificate of completion completed by the Property Owner and signed by the Property Owner and the Capital Provider.

Delinquent Payment - Any C-PACE Loan payment that was not paid by the Property Owner in accordance with the C-PACE Documents and the Amortization Schedule.

Eligible Improvement(s) - A specific improvement or multiple improvements installed as part of an Eligible Project on an Eligible Property including the following categories:

- Energy efficiency improvements
- Water efficiency and safe drinking water improvements
- Renewable energy improvements
- Resiliency improvements
- Stormwater management improvement
- Environmental remediation improvements, and
- Electric vehicle infrastructure improvements

Eligible Project Cost or Project Cost - A cost necessary to install an Eligible Improvement to complete an Eligible Project which consists of Hard, Soft and Ancillary Costs.

Eligible Project or Project - A project that is approved by the Program Administrator containing Eligible Improvements.

Eligible Property - All assessable commercial real estate located within the Commonwealth, with all buildings located or to be located thereon, whether vacant or occupied, whether improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the locality, other than a residential dwelling with fewer than five (5) dwelling units or a condominium as defined in § 55.1-1901 used for residential purposes. Common areas of real estate owned by a cooperative or a property owners' association described in Subtitle IV (§ 55.1-1800 et seq.) of Title 55.1 that have a separate real property tax identification number are eligible properties.

Expected Useful Life (EUL) - Estimated lifespan of an asset during which it is in good enough condition to function properly and be used.

Final Application - Full application to participate in the Program and receive the C-PACE Loan that is approved by the Program Administrator and that confirms that the Property Owner has met all the

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requirements set forth in the Program Guidelines. Approval of the Final Application by the Program Administrator is a condition to closing the C-PACE Loan.

Final Approval - Letter provided by the Program Administrator that signifies that the Final Application is complete and has been approved. Following receipt of this notice, the Property Owner may close the C-PACE Loan.

Financing Agreement - Document executed by the Property Owner and Capital Provider that defines the terms of the C-PACE Loan, which comply with the requirements of the Program, and which are mutually agreed upon by the Property Owner and Capital Provider.

Hard Costs - All direct installation/construction contract costs (materials, labor, and overhead) associated with the Project.

Land Records - Means the land records of the Clerk of the local jurisdiction of Virginia Circuit Court.

Lender Consent - Written consent and subordination agreement executed by the holder of each existing lien, mortgage, or deed of trust on an Eligible Property that is the subject of a C-PACE Loan, which allows the C-PACE Lien to have senior priority over any existing lien, mortgage, or deed of trust, other than real property taxes.

Locality - Means all Cities, Counties, and Incorporated Towns within the Commonwealth of Virginia.

Pre-Application - Initial application completed by a Property Owner by which the Program Administrator can determine whether the proposed Project is located on an Eligible Property and that the prospective Property Owner is aware of the Program requirements. Approval of a Pre-Application is required prior to submittal of the Final Application.

Program Administrator - Virginia PACE Authority (VPA).

Program Manager - The Locality Point of Contact or such person designated in writing by the Locality to supervise the Program and act as liaison with the Program Administrator.

Program Sponsor - Virginia Energy (VE).

Programmatic Documents - Documents that are not specific to a specific transaction including the C-PACE Program Model Ordinance, Capital Provider-VPA Agreement, VA C-PACE Program Guidelines, and Virginia Energy-Locality C-PACE Agreement.

Project Analysis - an analysis of the Eligible Improvements proposed for the Project conducted by the Registered Contractor or Qualified Professional in compliance with Section 4.0 Energy and Resiliency Analysis Requirements.

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Project Center - A web portal containing all documents, applications, and instructions required to be approved for C-PACE Loans offered through the Program Administrator.

Project Developer - An individual or company that assists the Property owner in developing the scope of the Project and/or assisting in arranging C-PACE Loans.

Property Owner - Owner of Eligible Property who obtains a C-PACE Loan from a Capital Provider under the Program in accordance with the Program Guidelines or the successor in title to the original Property Owner.

Property Owner Affidavit or Property Owner Certification - Notarized certificate from Property Owner, certifying that (1) Property Owner is current on payments on loans secured by a mortgage or deed of trust lien on the Property and on real estate tax payments, (2) that the Property Owner is not insolvent or in bankruptcy proceedings, and (3) that the title of the Property is not in dispute, as evidenced by a title report or title insurance commitment from a title insurance company acceptable to the Program Administrator and Capital Provider

Qualified Professional - A professional meeting the criteria to perform the Energy and/or Resiliency Analysis and that has registered as Contractor in the Virginia PACE Program.

Real Property - One or more defined interests, benefits, or rights inherent in the ownership of real estate.

Registered Contractor - A business or organization that has registered with the Program to provide services to Property Owners. Examples of Registered Contractors include general contractors, HVAC installers, lighting contractors, solar developers and installers, energy engineering firms, commissioning agents, and licensed engineers and architects.

Retroactive C-PACE - Completed installations of certain C-PACE Projects are eligible for Retroactive C-PACE financing. Retroactive C-PACE are C-PACE Loans that close after the Property Owner completes the installation of the Eligible Improvements. Retroactive C-PACE must occur within 24 months of the time elapsed between the completion of the installation and approval of the application for a C-PACE Loan. Retroactive C-PACE Projects must satisfy the same requirements as other C-PACE Projects in terms of eligibility.

RFQ - Request for Qualifications provided to lenders who want to be Capital Providers in the Program.

Servicing Fee - Fee that is collected annually with the C-PACE Payment over the term of the C-PACE Loan if the C-PACE Program Administrator services the C-PACE Payments. (See Section 5.0 Program Fees for further details).

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Soft Costs - Indirect costs that are not considered direct construction costs but are necessary to complete the Project.

Term - Period beginning on the effective date of the C-PACE Documents and ending on the date on which the C-PACE Loan and any other amounts owed pursuant to the C-PACE Documents have been repaid in full in accordance with the C-PACE Documents and Amortization Schedule.

Transactional Documents - Suite of documents and forms necessary to apply for and close a C-PACE Loan.

VA C-PACE Checklist - List of documents and information required for each C-PACE transaction.

Virginia C-PACE Program or VA C-PACE - C-PACE financing program established in the State of Virginia which facilitates the financing of Eligible Improvements and provides for a C-PACE Lien to be levied and recorded against the Property to secure the C- PACE Loan.

VA C-PACE Program Guidelines or Program Guidelines - Document that outlines the requirements of the VA C-PACE Program.

Virginia Code - The Code of Virginia Annotated (1950), as amended.

Virginia Energy - The state energy department sponsoring the VA C-PACE Program.

Virginia Energy-Locality C-PACE Agreement - Agreement between Virginia Energy and the Locality to which the Locality elects to participate in the Virginia C-PACE Program.

Virginia C-PACE Program - The VA C-PACE Program.

Virginia PACE Authority, LLC ("VPA") - Tax-exempt 501(c)3 nonprofit entity that administers the VA C-PACE Program on behalf of Virginia Energy and for Localities that sponsor a local C-PACE program.

Weighted Average Expected Useful Life (EUL) - Weighted average of the estimated lifespan of the Eligible Improvements.

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Appendix B: Common Eligible Improvements

Eligible Improvements for the expanded VA C-PACE Program include energy efficiency, water efficiency and safe drinking water, renewable energy, resiliency, stormwater management, EV infrastructure, and environmental remediation measures installed as part of an Eligible Project. Any deviations from these Eligible Improvements legislated through local C-PACE programs are delineated in the Existing Local Program Matrix in Appendix F: Supplemental information.

Energy Efficient Improvements

The following list of predominant, long-standing, proven energy efficiency technologies, water conservation technologies, and renewable energy generation systems is intended as a reference list and can change at any time. If not included on this list, the Program Administrator will review proposed Eligible Improvements and accept them on a case-by-case basis.

- High efficiency lighting
- Heating ventilation air conditioning (HVAC) upgrades
- New automated building and HVAC controls
- Variable speed drives (VSDs) on motors fans and pumps
- High efficiency chillers
- High efficiency boilers and furnaces
- High efficiency hot water heating systems
- Combustion and burner upgrades
- Fuel switching resulting in an overall reduction in the number of BTUs required to achieve a given end use
- Heat recovery, including air, water, or steam condensate heat or energy recovery
- Steam traps
- Building enclosure/envelope improvements
- Building automation (energy management) systems

The following end-use savings technologies are more applicable to industrial facilities:

- New automated process controls
- Heat recovery from process air and water
- Cogeneration used for peak shaving
- Process equipment upgrades
- Process changes

Shown below are key aspects of some of the most applied technologies listed above, with their typical simple payback range. These payback ranges are only provided for informational purposes and should not be construed as a guarantee of performance or requirement for C-PACE Financing eligibility.

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Automated Building and HVAC Controls

- New electronic controls which are more precise and reliable when compared to old controls that may still be pneumatic systems based on compressed air
- Automated lighting, chiller, boiler, and HVAC operation including
  - Load management, including load shedding, scheduling, and other building-to-grid interactive features;
  - Optimal start/stop/warm up
  - Ventilation control
- Whole-building energy management systems, which may come with other advanced control technologies, such as:
  - Security, fire, and life safety
  - Alarm monitoring and report generation
  - Preventive maintenance scheduling
- Remote monitoring/metering capabilities
- Plug-load controls

Boilers

- Replacement of steam with hot water boilers for hot water heating loads; including heat pump water heaters
- Improved maintenance
- Optimized operation/staging in multiple boiler plants
- Optimized boiler controls
- Tuning or replacement of burners
- Addition of small "pony" boilers for low loads, which result in
  - Reduced fuel consumption/energy costs
  - Reduced emissions
  - Reduced maintenance costs
  - Higher reliability

Building Shell and Fenestration

- Roof insulation, which, when combined with reflective roof coatings in warm climates, reduces energy consumption
- R review of building pressurization for proper ventilation
  - Balance exhaust and intake air quantities
  - Add weather-stripping on doors and windows
  - Seal cracks and unnecessary openings
- Window films to reduce solar heat gain and/or heat loss
- Replacement windows with more energy efficient glazing
- Present value of the embodied energy in the building envelope

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Chillers

- New chiller models, which can be up to 30-40 percent more efficient than existing equipment
- Upgrades of lead chiller(s) (base load) to high efficiency
- Management of chiller and condenser settings to minimize compressor energy
- Optimization of pumping energy for the distribution of chilled water
- Optimization of HVAC operation to
  - Improve temperature/humidity control
  - Eliminate unnecessary cooling loads
- CFC reclamation program/inventory
  - Chiller replacement may achieve both CFC management and energy efficiency objectives

Heat Recovery

- Heat recovery devices to capture waste heat from water, process heat and exhaust air to re-use it for preheating of
  - Building intake air, including energy recovery units, heat pipes, enthalpy wheels or similar
  - Boiler combustion air
  - Boiler feedwater
  - Inlet water for domestic hot water

HVAC

- New packaged units for increased efficiency and indoor comfort
- Heat pumps
- Proper sizing of HVAC equipment
  - Full-load operation is more efficient than part load operation
  - consider fan capacity reduction or staging of two (2) smaller units rather than partial loading of one large unit
- Installation of VSDs on HVAC motors
- The balancing of air and water supply systems (by installing economizers and direct digital controls) which removes trouble spots demanding inefficient system operation
- Improves maintenance and eliminates simultaneous heating and cooling
- Variable air volume conversions, which differ significantly from constant air flow
- Ventilation reduction (when possible and not below ventilation rates required by USBC)
- Unoccupied shutdown or temperature setback/setup (controls)
- Combined heat and power

Lighting

- Daylight controls and natural daylighting designed to reduce energy and improve visual comfort
- Upgrades for existing fluorescent fixtures including electronic ballasts, T8 lamps, reflectors, and the installation of LED bulbs and fixtures
- Timers and occupancy sensors for meeting rooms and other intermittently occupied spaces
- Smaller impact opportunities including security lighting, stairwell lighting, exterior night-time security lighting, and exit signs

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Motors

- High efficiency electric motor replacements
  - The cost premium over standard motors normally can be recovered in less than two (2) years
- Motor sizing to the actual load profile to improve efficiency and control electrical power factor

Refrigeration

- Improvements to refrigerated cases and walk-in coolers to improve efficiency and decrease waste
  - Additional insulation, anti-sweat heater controls, auto-closers for cooler/freezer doors, case-lighting controls, improved defrost controls, suction line insulation, etc.
- Thermal Storage Systems (for load shifting)
- Compressors (VFD and controls, heat recovery, mechanical sub-cooling, evaporative condensers)

Variable Speed Drives

- VSDs applied to motors, pumps, and fans
  - Matches motor use to variable operating load
  - Can save up to 40 percent in power consumption
  - Can be packaged with controls
  - Extends motor life

Water Efficiency and Safe Drinking Water Improvements

- Replacement of toilets, urinals, and other bathroom fixtures which can greatly impact domestic water use
- Replacement of pre-rinse valves, dishwashers, and icemakers in commercial kitchens, which can save water
- Upgraded laundry equipment in commercial properties and Laundromats
- Installation of cooling towers, condensers, and steam boilers HVAC systems, which can reduce water consumption
- Installation of new equipment in car washes to achieve 80-100% recycled water use or utilization of applicable gray water sources, film and x-ray processing, and high-tech manufacturing which can reduce industrial water consumption
- Replacement of lead pipes that serve potable water supply

Renewable Energy Improvements

- Solar photovoltaic power
- Solar thermal
- Wind power
- Geothermal energy
- Fuel cell

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- Combined heat and power
- Solar battery storage
- Voltage optimization devices
  - Savings may be achieved by reducing energy lost during the transmission and transformation processes

Resiliency Improvements

- Stormwater management systems
  - Green roofs
  - Blue roofs
  - Pervious pavement/pavers
  - French drains
  - Rainwater capturing systems and other stormwater management systems as approved by the Virginia Best Management Practices (BMP) Clearinghouse, or the Chesapeake Bay Basin wide BMP Verification Program
- Wind
  - Wind resistant felt underlayment
  - Existing roof-structural-framing-member-to-wall connections (e.g., hurricane straps)
  - Commercial doors including roll-up, overhead, and sectionals
  - Reinforced gutters and downspouts
  - Hurricane shutters
  - Wind resistant shingles
  - Secondary water barrier
- Flood mitigation/inundation adaptation
  - Relocation of HVAC, plumbing, servers, electrical rooms, backup generators, and other critical infrastructure above the height of expected flood levels
  - Dry flood protection such as flood gates, walls, or doors, inflatable barriers
  - Direct Costs to build > 3 feet above base flood elevation
  - Infrastructure to raise equipment above 3-foot freeboard
  - Site Perimeter floodproofing
  - Flood vents
  - Floating foundations
  - Thermal protection/insulation
  - Sump Pumps (permanent)
  - Backwater Valves
  - Waterproof or water-resistant materials for flooring, foundation etc.
  - Windows and doors on ground level to be watertight
  - Elevators to include water detectors that stop the elevator above flood inundation levels;
  - Elevating sites
  - Sea walls
- Energy Storage systems

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- Stormwater management project
  - green roofs
  - blue roofs
  - pervious pavement/pavers
  - rainwater capturing systems

Environmental Remediation Improvements

- Asbestos remediation in tiles, ceilings, and other interior building areas
- Mold remediation of walls and ceilings
- Removal of lead paint in building interiors
- Protect water piping from contamination due to flooding
- Ultra-violet lamp systems in air handling units or hospital rooms

Electric Vehicle Infrastructure

- Electric vehicle charging stations
- Electrical upgrades necessary to install EV charging stations

Non-Eligible Improvements

- Improvements that are not permanently installed and can be easily removed
- Any measure that cannot be explained in terms of industry-standard engineering or scientific principles

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Appendix C: Program Fees

Closing Fee

- 1.05% of Lien Amount
- Minimum Fee: $3,300

Servicing Fee (if provided by Program Administrator)

- 1.5% of Annual Loan Amount
- Minimum Fee: $300
- Maximum Fee: $2,000

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Appendix D: VA C-PACE Checklist

APPLICATION	
Pre-Application for C-PACE financing	Create credentials in Project Portal. Pre-approval will be confirmed via email and logged into system. Program Administrator (PA) will contact Property Owner if there are issues with Pre-Application
Final Application for C-PACE financing	Complete in Project Portal. Documentation must be uploaded at this time.
Property information detail	PA will confirm property information detail including verification of property address.
Property Owner tax history (3 years)	Documents verifying Property Owner is current on property taxes.
Project Analysis	Project Analysis report with supporting documentation and calculations
Signed installation contract(s)	Must include estimated costs
Capital Provider (CP) offer to fund	Term sheet or similar
Title Report or Commitment	Must be current within 60 days of project approval
Property value determination	Appraisal, assessed value, other as listed in Program Guidelines
Lender Consent	Obtain written Lender Consent from all lienholders, if applicable
Documentation of Mortgage Release	Evidence that existing mortgage(s) has been released, if applicable
Documentation of Mortgage Balance(s)	Copies of most recent mortgage loan statement(s) for all existing loans or mortgage commitment on Property to determine LTV ratio
CP and PA Disclosures and Risks	Property Owner signs
Property Owner Affidavit	Property Owner and Capital Provider sign
Project Information Request	Property Owner signs
PA Conditional Approval Letter	PA indicates that Final Application is complete, and CP can initiate closing
CLOSING	
Capital Provider-VPA Agreement	CP executes with PA if first project in Program.
C-PACE Program Agreement, Financing Agreement and C-PACE Lien Certificate	CP sends documents to PA for review; PA sends back if modifications required
PA Final Approval Letter	Indicates Project is ready to close. PA sends Letter to Locality with CP and Property Owner signatures on Program Agreement, Financing Agreement, and C-PACE Lien Certificate.
C-PACE Program Agreement and C-PACE Lien Certificate	PA sends Program Agreement and C-PACE Lien Certificate to Locality. Locality executes and returns to all parties. CP closes and disburses funds.
Closing Fee Paid to PA and any other fees	Wire addressed to Virginia PACE Authority. Payment and wiring information will be provided in an invoice/notification from VPA.
C-PACE Lien recordation	CP records C-PACE Lien Certificate in Land Records and provides copy to PA
POST-CLOSING	
C-PACE Program Completion Certificate	Property Owner or CP provides to PA at Project completion

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Appendix E: VA C-PACE Program Documents

To access the documents, either click the links below or go to http://virginiapace.org

Programmatic Documents
Transactional Documents

Appendix F: Supplemental Information

- State Statute
- Resiliency Compendium
- Existing Local Program Matrix

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Board Agenda Item
March 17, 2026

ADMINISTRATIVE – 5

Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon a Portion of Boston Boulevard (Mount Vernon District)

ISSUE:
Board authorization to advertise a public hearing on a proposal to vacate and abandon a portion of Boston Boulevard (Route 6800) west of the intersection of Boston Boulevard and Corporate Court.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for May 5, 2026, at 4:30 p.m.

TIMING:
Board action is requested on March 17, 2026, to provide sufficient time to advertise the public hearing for May 5, 2026, at 4:30 p.m.

BACKGROUND:
The applicant, Virginia 95 Kingstowne KVP North LLC and Virginia 95 Cambridge Commons LLC, is requesting that a portion of Boston Boulevard (Route 6800) be vacated under *§15.2-2272(2)* and abandoned under *§33.2-909 of the Virginia Code*. The applicant is seeking to vacate the right of way to redevelop their adjacent property. The portion of the road to be vacated has no historic value.

The subject portion of Boston Boulevard, west of the intersection of Boston Boulevard and Corporate Court, is built and utilized as a cul-de-sac. The subject vacation area was dedicated for public street purposes by Deed of Dedication and Easement Agreement dated December 13th, 1984 (Deed Book 6069 Page 1016). The subject portion of Boston Boulevard is in the VDOT Secondary System of Highways.

EQUITY IMPACT:
None.

Board Agenda Item
March 17, 2026

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Letter of Request and Justification
Attachment 2: Notice of Public Hearing
Attachment 3: Vacation Ordinance
Attachment 4: Order of Abandonment
Attachment 5: Vacation Plat
Attachment 6: Vicinity Map

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
Jeffrey Hermann, Chief, Site Analysis & Transportation Planning Division, FCDOT
Gregory Fuller, Jr., Chief, Site Analysis Section (SAS), FCDOT
Brittany Nixon, Transportation Planner IV, SAS, FCDOT
Jeffrey Edmondson, Transportation Planner III, SAS, FCDOT

ASSIGNED COUNSEL:
Randall T. Greehan, Assistant County Attorney

VIRGINIA 95 KINGSTOWNE KVP NORTH LLC
VIRGINIA 95 CAMBRIDGE COMMONS LLC
Proposed Vacation and Abandonment
Letter of Request and Justification

December 19, 2024

I. Introduction

Virginia 95 Kingstowne KVP North LLC and Virginia 95 Cambridge Commons LLC (collectively, the "Applicant") is the owner of the parcel identified on the Fairfax County Tax Map as 098-2-18-0003 (the "Property"), which abuts Fairfax County-owned right-of-way (the "ROW") that includes a cul-de-sac condition at the end of Boston Boulevard. In its current condition, the required setbacks from the cul-de-sac ROW negatively impacts the Property from developing as permitted in the Fairfax County Zoning Ordinance (the "Zoning Ordinance"). Furthermore, the ROW neither provides a vehicular connection to Rolling Road to the west nor is it necessary to facilitate vehicular turn movements along Boston Boulevard or Corporate Court. As such, the Applicant respectfully maintains that the ROW serves no public purpose or need and respectfully requests the Board of Supervisors abandon the ROW as requested herein.

II. Background

The Property is located in the southwestern-most corner of the Fullerton Industrial Park in the Mount Vernon District and is currently home to two, two story office buildings built in 1997 and 2002, respectively. The site is zoned to the I-5 (General Industrial) District and is not subject to any prior legislative approvals based on publicly available Fairfax County records. The site is similarly planned for industrial uses in the Comprehensive Plan.

III. Justification

As shown below, the ROW cul-de-sac condition serves only as a private entrance to the Property's on-site surface parking lot. It does not provide access to any of the other adjacent properties. Furthermore, the ROW does not provide access to Rolling Road to the west nor is it required to facilitate vehicular turn movements along Boston Boulevard and Corporate Court. The Property to the north has its own, separate access point off Corporate Court. In addition and as depicted on the attached plat dated March 3, 2025 entitled "PLAT SHOWING VACATION AND ABANDONMENT OF A PORTION OF BOSTON BOULEVARD ROUTE 6800 MOUNT VERNON DISTRICT FAIRFAX COUNTY, VIRGINIA," and prepared by Urban, Ltd. (the "Plat").



IV. Conclusion

The existing cul-de-sac is too large for the purposes it serves and, as a result, negatively impacts redevelopment of the Property as permitted in the Zoning Ordinance because of the required setbacks from the cul-de-sac. Furthermore, the ROW serves no public need and there will be no negative impact on the surrounding transportation network. Therefore, the Applicant respectfully requests the Board vacate and abandon the ROW, as applicable and as shown on the Plat.

Respectfully submitted,

Lee Gleason, Esq.

ATTACHMENT 2

NOTICE OF INTENT TO ADOPT AN
ORDINANCE VACATING AND AN ORDER OF
ABANDONMENT FOR A PORTION OF A ROAD

(Boston Boulevard – State Route 6800)

Mount Vernon District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on May 5, 2026, at 4:30pm during its regular meeting in the Board Auditorium of the Fairfax County Government Center Parkway, Fairfax, Virginia pursuant to Virginia Code Ann. §15.2-2204, §15.2-2722, and §33.2-909 vacating and abandoning a total of 15,592 square feet of Boston Boulevard (Route 6800) west of Corporate Court, which was dedicated for public street purposes pursuant to that certain Deed of Dedication and Easement Agreement dated December 13, 1984, recorded in Deed Book 6069, at Page 1016 in the land records of Fairfax County, Virginia. The road is located adjacent to Tax Map Parcel Number: 098-2-18-0003 and is shown on the plat prepared by Urban, Ltd., which is on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

Public hearings are available to view live on Channel 16 and stream live online at www.fairfaxcounty.gov/cableconsumer/channel-16/live-video-stream. Live audio of the meeting may be accessed at 703-324-7700. Those wishing to testify may do so in person, unless the meeting is held electronically, or via phone or pre-recorded YouTube video. Speakers wishing to testify via video must register by signing up online at the web address shown below or by calling the Department of Clerk Services at 703-324-1315, TTY 711, and must submit their video no later than 9 a.m. on the day prior to the hearing. Speakers wishing to testify via phone must sign up to testify no later than 12:00 p.m. the day of the hearing to be placed on the Speakers List. Speakers not on the Speakers List may be heard after the registered speakers have testified.

In addition, written testimony and other submissions will be received by mail at 12000 Government Center Parkway, Suite 552, Fairfax, Virginia 22035 or by email at clerktotheBOS@fairfaxcounty.gov. More information on the ways to testify can be found at www.fairfaxcounty.gov/clerkservices/ways-provide-public-hearing-testimony.

Questions regarding this proposal may be directed to the Fairfax County Department of Transportation at 703-877-5600.

Fairfax County supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities. Open captioning will be provided in the Board Auditorium. For sign language interpreters or other accommodation, please call the Clerk's Office, 703-324-3151, TTY: 711, as soon as possible, but no later than 48 hours before the public hearing. Assistive listening devices are available at the meeting.

MOUNT VERNON DISTRICT

ADOPTION OF AN ORDINANCE VACATING
A PORTION OF A ROAD

(Boston Boulevard – Route 6800)

Mount Vernon District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on May 5, 2026, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia, pursuant to Virginia Code §15.2-2272, does hereby vacate Boston Boulevard as formerly dedicated in a Deed of Dedication, recorded in Deed Book 6069, at Page 1016. The road vacated is currently shown on Tax Map 98-2 and is shown on the plat prepared by Urban Ltd. identified as Attachment 5. The Board finds that the portion to be vacated and abandoned has no historic value, will not cause any property owners to be irreparably harmed, and is not necessary for use in the public secondary system.

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

ATTACHMENT 4

ORDER OF ABANDONMENT OF A
PORTION OF BOSTON BOULEVARD

Mount Vernon District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 5th day of May, 2026, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code § 33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for the continuance of these portions of the road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

WHEREFORE, BE IT ORDERED:

That the portion of the existing Boston Boulevard (Route 6800), comprising a total of 15,592 square feet, located adjacent to Tax Map Parcel Numbers: 098-2-18-0003, shown on the plat prepared by Urban Ltd., attached hereto as Attachment 5 and incorporated herein, be and the same are hereby abandoned as a public road pursuant to Virginia Code § 33.2-909. The Board finds that the portion to be vacated and abandoned has no historic value, will not cause any property owners to be irreparably harmed, and is not necessary for use in the public secondary system.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

NOTES

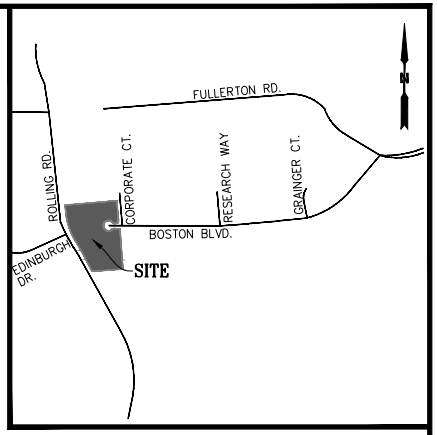
1. THE PROPERTY DELINEATED HEREON IS LOCATED ON FAIRFAX COUNTY, VIRGINIA TAX MAP NUMBER 098-2-18-0003 AND IS CURRENTLY ZONED I-5 (INDUSTRIAL GENERAL).

2. SURVEYED PROPERTY IS IN THE NAMES OF VA 95 KINGSTOWNE KVP NORTH LLC AND VIRGINIA 95 CAMBRIDGE COMMONS LLC, AS RECORDED IN DEED BOOK 12729 AT PAGE 590 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

3. THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "x" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 51059C0380E, EFFECTIVE DATE SEPTEMBER 17, 2010.

AREA TABULATION

AREA OF VACATION AND ABANDONMENT	15,592 S.F. OR 0.35794 ACRES TO VA 95 KINGSTOWNE KVP NORTH LLC AND VIRGINIA 95 CAMBRIDGE COMMONS LLC



VICINITY MAP
SCALE: 1" = 1000'

COMMONWEALTH OF VIRGINIA
KEVIN P. O'CONNOR
Lic. No.1967
LAND SURVEYOR

CERTIFIED CORRECT:

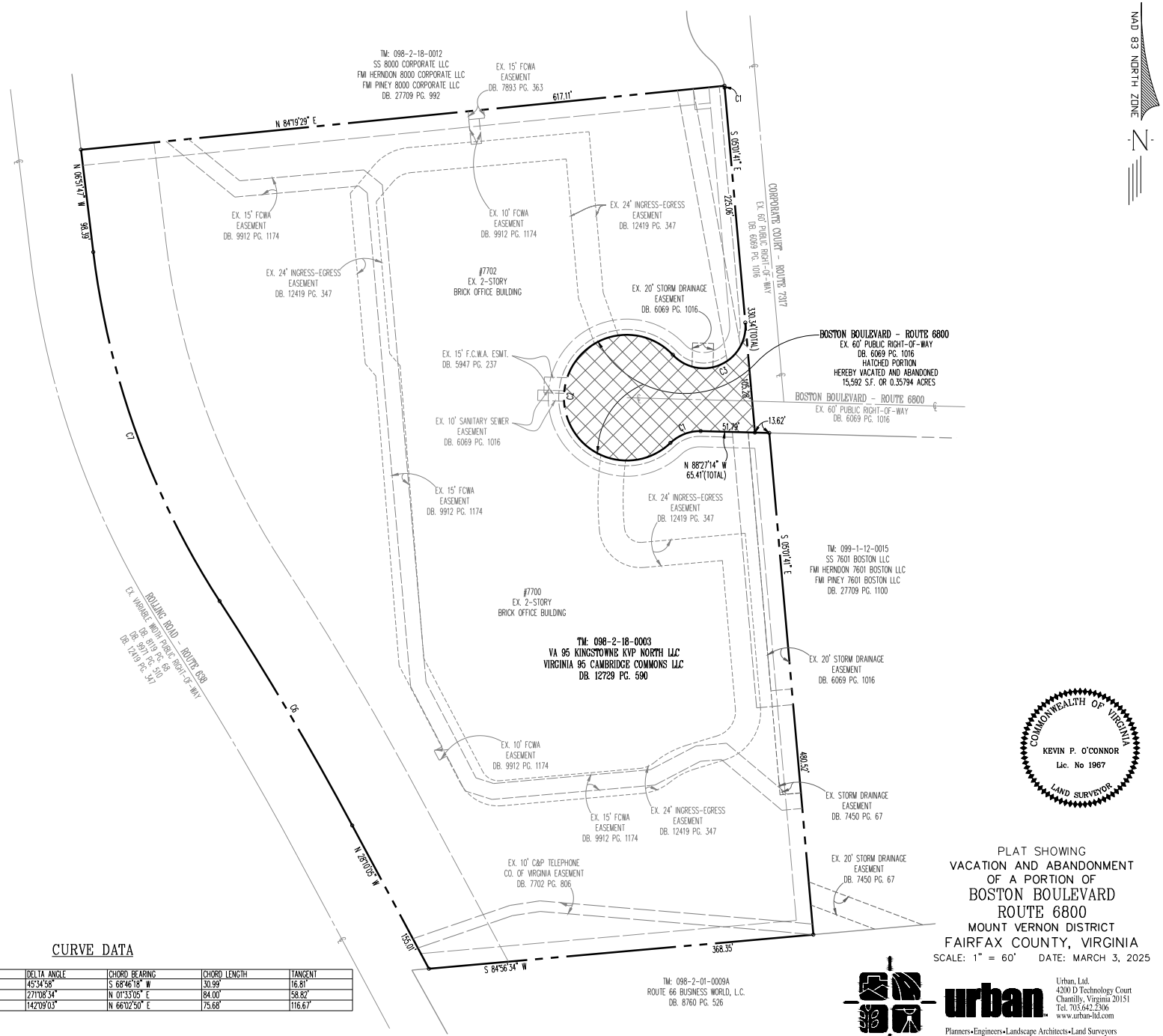
KEVIN P. O'CONNOR LS #1967

PLAT SHOWING
VACATION AND ABANDONMENT
OF A PORTION OF
BOSTON BOULEVARD
ROUTE 6800
MOUNT VERNON DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: N/A DATE: MARCH 3, 2025

urban
Urban, Ltd.
4200 D Technology Court
Chantilly, Virginia 20151
Tel. 703.642.2306
www.urban-ltd.com
Planners•Engineers•Landscape Architects•Land Surveyors

SHEET 1 OF 2

R.P.# 2024-064



CURVE DATA

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	40.00'	31.82'	45°34'58"	S 68°46'18" W	30.99'	16.81'
C2	60.00'	283.94'	271°08'34"	N 01°33'05" E	84.00'	58.82'
C3	40.00'	99.24'	142°09'03"	N 66°02'50" E	75.68'	116.67'

COMMONWEALTH OF VIRGINIA
KEVIN P. O'CONNOR
Lic. No 1967
LAND SURVEYOR

PLAT SHOWING
VACATION AND ABANDONMENT
OF A PORTION OF
BOSTON BOULEVARD
ROUTE 6800
MOUNT VERNON DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1" = 60' DATE: MARCH 3, 2025

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SHEET 2 OF 2

R.P.# 2024-064

Boston Boulevard Vacation and Abandonment Vicinity Map

Mount Vernon District

ATTACHMENT 6



N

Tax Maps 98-2

* Denotes Area to be Vacated and Abandoned

Board Agenda Item
March 17, 2026

ADMINISTRATIVE – 6

Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon a Portion of Banting Drive (Braddock District)

ISSUE:
Board authorization to advertise a public hearing on a proposal to vacate and abandon a portion of the existing turnaround on Banting Drive south of the intersection of Caprino Court (Route 7752) and Banting Drive (Route 7175).

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for May 5, 2026, at 4:30 p.m.

TIMING:
Board action is requested on March 17, 2026, to provide sufficient time to advertise the public hearing for May 5, 2026, at 4:30 p.m.

BACKGROUND:
The applicant, Christopher at Kenilworth II LLC., is requesting that a portion of Banting Drive be vacated under *§15.2-2272 of the Virginia Code* and abandoned under *§33.2-909 of the Virginia Code*. As part of their new subdivision, the applicant extended Banting Drive beyond the existing turnaround. Therefore, the extension eliminated the need for the existing turnaround, and the public would be best served by vacating and abandoning this portion of the road. The portion of the road to be vacated and abandoned has no historic value and is not needed for future transportation projects.

The subject portion of Banting Drive, south of Caprino Court (Route 7752) and west of Banting Drive (Route 7175), will be removed and restored with vegetation following the acceptance of the road extension into Virginia Department of Transportation's (VDOT) Secondary System of Highways. The subject vacation and abandonment area of Banting Drive was dedicated for public street purposes by virtue of that Deed of Dedication (Deed Book 23828 Page 1982). The vacated area of Banting Drive will be returned to the adjacent property owner, Penns Crossing Homeowners Association, as shown on the vacation plat (Attachment 5).

Board Agenda Item
March 17, 2026

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Letter of Request and Justification
Attachment 2: Notice of Public Hearing
Attachment 3: Order of Abandonment
Attachment 4: Vacation Ordinance
Attachment 5: Vacation and Abandonment Plat
Attachment 6: Description of Vacation and Abandonment, Metes and Bounds
Attachment 7: Vicinity Map
Attachment 8: Informational Plat

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, (FCDOT)
Jeffrey Hermann, Chief, Site Analysis & Transportation Planning Division, FCDOT
Gregory Fuller, Jr., Chief, Site Analysis Section (SAS), FCDOT
Brittany Nixon, Transportation Planner IV, SAS, FCDOT
Jeffrey Edmondson, Transportation Planner III, SAS, FCDOT
Colleen Campbell, Transportation Planner I, SAS, FCDOT

ASSIGNED COUNSEL:
Randall T. Greehan, Assistant County Attorney

CHRISTOPHER® COMPANIES

QUALITY BY DESIGN

May 13, 2025

VIA ELECTRONIC MAIL AND/OR HAND DELIVERY
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033
Attention: Jeff Edmondson

Re: Christopher at Kenilworth II LLC / Vacation and Abandonment of a Portion of Banting Drive (State Route 7175) in the location of a Turnaround

Gentlemen:

This letter is being provided to your office as the request and justification letter of the undersigned for the approval and adoption of an ordinance by the Board of Supervisors of Fairfax County, Virginia for the vacation and abandonment of a portion of existing dedicated Banting Drive in the location of an existing turnaround with an area of approximately 730 square feet as it enters Penns Crossing Subdivision and as otherwise platted and depicted on that certain Plat Showing Vacation and Abandonment of a Portion of Banting Drive Virginia State Route 7175, dated April 18, 2025, as prepared by Urban Ltd. (the "Banting Drive Vacation and Abandonment"). The approved Subdivision Plan of Christopher at Kenilworth II LLC for its Kenilworth II Subdivision project (5909-SD-002-2.2-1) calls for the Banting Drive Vacation and Abandonment, in order that Banting Drive shall be extended to Caprino Court (which is the interior roadway for the Kenilworth II Subdivision project of the undersigned), thereby eliminating the necessity of the turnaround area. Efficient ingress and egress to and from Braddock Road for the residents of the affected subdivisions in the vicinity is ensured and preserved. The Virginia Department of Transportation shall not need to maintain the vacated and abandoned turnaround area. For the foregoing reasons the Banting Drive Vacation and Abandonment is requested and should be approved.

Sincerely,
Christopher at Kenilworth II LLC, a
Virginia limited liability company

By: Christopher Management, Inc., a
Virginia corporation, its Manager

By:_____
E. John Regan, Jr., President

10461 White Granite Drive, Suite 250, Oakton, Virginia 22124
P: (703) 352-5950 | F: (703) 352-0960

ATTACHMENT 2

NOTICE OF INTENT TO ABANDON AND
ADOPT AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN

Banting Drive

Braddock District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on May 5, 2026, at 4:30 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, VA, pursuant to Virginia Code Ann. § 15.2-2204, vacating a part of the plat of Banting Drive and Virginia Code Ann. § 33.2-909 abandoning a part of the plat of Banting Drive, recorded in Deed Book 23828 at Page 1982, containing approximately 730 square feet, located on Tax Map 069-1, and described and shown on the metes and bounds schedule and plat prepared by Urban Ltd, dated April 18, 2025, both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.
Public hearings are available to view live on Channel 16 and stream live online at www.fairfaxcounty.gov/cableconsumer/channel-16/live-video-stream. Live audio of the meeting may be accessed at 703-324-7700. Those wishing to testify may do so in person, unless the meeting is held electronically, or via phone or pre-recorded YouTube video. Speakers wishing to testify via video must register by signing up online at the web address shown below or by calling the Department of Clerk Services at 703-324-1315, TTY 711, and must submit their video no later than 9 a.m. on the day prior to the hearing. Speakers wishing to testify via phone must sign up to testify no later than 12:00 p.m., the day of the hearing to be placed on the Speakers List. Speakers not on the Speakers List may be heard after the registered speakers have testified.

In addition, written testimony and other submissions will be received by mail at 12000 Government Center Parkway, Suite 552, Fairfax, Virginia 22035 or by email at clerktotheBOS@fairfaxcounty.gov. More information on the ways to testify can be found at www.fairfaxcounty.gov/clerkservices/ways-provide-public-hearing-testimony.

Questions regarding this proposal may be directed to the Fairfax County Department of Transportation at 703-877-5600.

Fairfax County supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities. Open captioning will be provided in the Board Auditorium. For sign language interpreters or other accommodation, please call the Clerk's Office, 703-324-3151, TTY: 711, as soon as possible, but no later than 48 hours before the public hearing. Assistive listening devices are available at the meeting

BRADDOCK DISTRICT

ATTACHMENT 3

ORDER OF ABANDONMENT

Banting Drive

Braddock District
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 5th day of May, 2026, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code §33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for continuance of this road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

WHEREFORE, BE IT ORDERED: That Banting Drive, containing approximately 730 square feet, located on Tax Map 069-1, and described and shown on the metes and bounds schedule and plat prepared by Urban Ltd, dated April 18, 2025, which is attached hereto and incorporated herein, be and the same is hereby abandoned as a public road pursuant to Virginia Code §33.2-909.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

_____
Jill Cooper
Clerk for the Board of Supervisors

ATTACHMENT 4

ADOPTION OF AN ORDINANCE VACATING
A PORTION OF BANTING DRIVE

Banting Drive

Braddock District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Governmental Center in Fairfax County, Virginia, on May 5, 2026, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat of Banting Drive, recorded in Deed Book 23828 at Page 1982, containing approximately 730 square feet, located on Tax Map 069-1, and described and shown on the metes and bounds schedule and plat prepared by Urban Ltd, dated April 18, 2025 and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. §15.2-2272(2).

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

_____

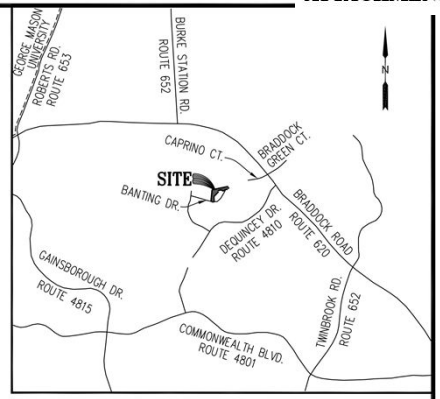
Jill Cooper
Clerk for the Board of Supervisors

NOTES

1. THE PROPERTIES DELINEATED HEREON ARE LOCATED ON FAIRFAX COUNTY, VIRGINIA TAX MAP NUMBER 069-1-18-A AND IS CURRENTLY ZONED PDH-3.
2. SURVEYED PROPERTY ARE IN THE NAME OF PENNS CROSSING HOMEOWNERS ASSOCIATION, AS RECORDED IN DEED BOOK 23828 AT PAGE 1982, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
3. THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X", AREA OF MINIMAL FLOOD HAZARD, AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 51059C0260E, EFFECTIVE DATE SEPTEMBER 17, 2010.

AREA TABULATION

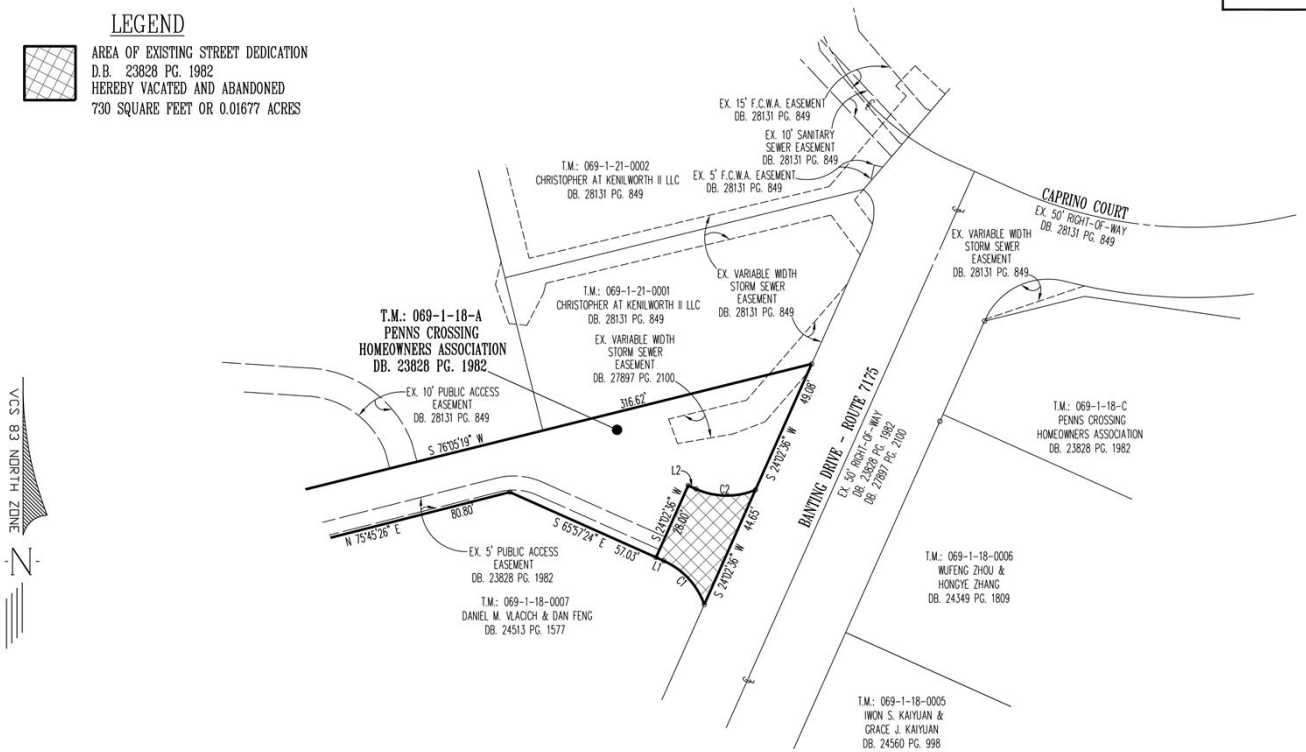
AREA OF VACATION AND ABANDONMENT	730 S.F. OR 0.01677 ACRES TO PENNS CROSSING HOMEOWNERS ASSOCIATION
TOTAL AREA OF VACATION AND ABANDONMENT	730 S.F. OR 0.01677 ACRES



VICINITY MAP
SCALE: 1" = 2000'

LEGEND

AREA OF EXISTING STREET DEDICATION
D.B. 23828 PG. 1982
HEREBY VACATED AND ABANDONED
730 SQUARE FEET OR 0.01677 ACRES



LINE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	27.00'	21.79'	21.20'	N 42°50'16" W	46°13'55"	11.53'
C2	27.00'	21.79'	21.20'	S 89°04'33" E	46°13'55"	11.53'

CURVE DATA

LINE	BEARING	DISTANCE
L1	N 65°57'24" W	3.00'
L2	S 65°57'24" E	3.00'

COMMONWEALTH OF VIRGINIA
KEVIN P. O'CONNOR
Lic. No 1967
LAND SURVEYOR

PLAT SHOWING
VACATION AND ABANDONMENT
OF A PORTION OF
BANTING DRIVE
VIRGINIA STATE ROUTE 7175
BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1" = 30' DATE: APRIL 18, 2025

urban
Urban, Ltd.
4200 D Technology Court
Chantilly, Virginia 20151
Tel. 703.642.2306
www.urban-ltd.com
Planners · Engineers · Landscape Architects · Land Surveyors

SHEET 1 OF 1

PLANNERS
ENGINEERS
LANDSCAPE ARCHITECTS
LAND SURVEYORS

Description of Vacation and Abandonment of A Portion of Banting Drive Virginia State Route 7175 Fairfax County, Virginia

Beginning at a point on the northeasterly corner of the land of Daniel M. Vlacich & Dan Feng, as recorded in Deed Book 24513 at Page 1577; Said point also being on the westerly right-of-way line of Banting Drive, Virginia State Route 7175, as recorded in Deed Book 23828 at Page 1982 and Deed Book 27897 at Page 2100; Thence departing the westerly right-of-way line of said Banting Drive and running with the land of said Daniel M. Vlacich & Dan Feng;

21.79 feet along the arc of a curve to the left having a radius of 27.00 feet and subtended by a chord bearing North 42°50'16" West a distance of 21.20 feet to a point;

North 65°57'24" West a distance of 3.00 feet to a point on the southeasterly corner of the land of Penns Crossing Homeowners Association, as recorded in Deed Book 23828 at Page 1982; Thence departing the land of said Daniel M. Vlacich & Dan Feng and running with the land of said Penns Crossing Homeowners Association;

North 24°02'36" East a distance of 28.00 feet to a point;

South 65°57'24" East a distance of 3.00 feet to a point;

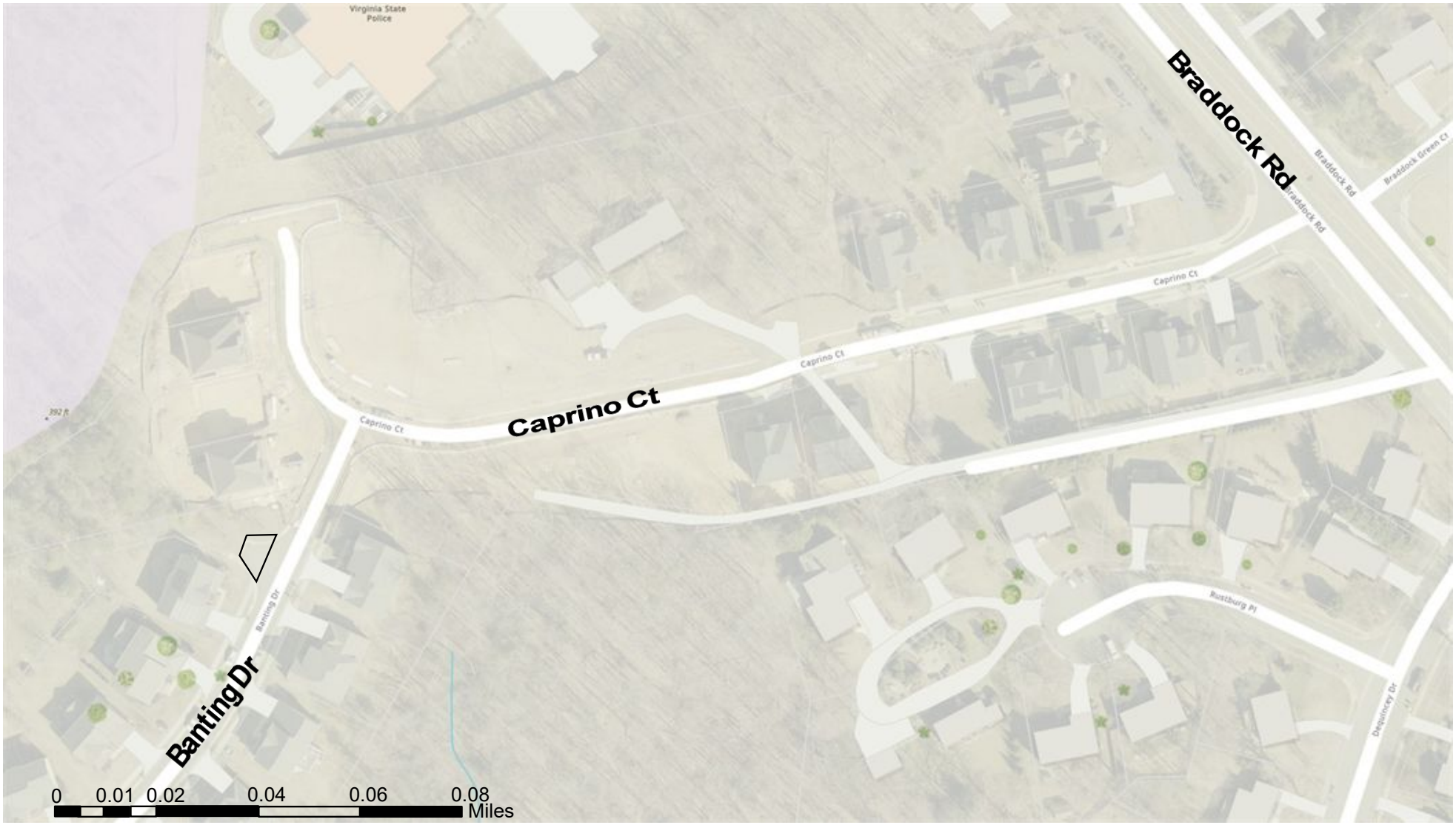
21.79 feet along the arc of a curve to the left having a radius of 27.00 feet and subtended by a chord bearing South 89°04'33" East a distance of 21.20 feet to a point on the westerly right-of-way line of the aforementioned Banting Drive; Thence departing the land of said Penns Crossing Homeowners Association and running through the westerly right-of-way line of said Banting Drive;

South 24°02'36" West a distance of 44.65 feet the point of beginning and containing an area of 730 square feet or 0.01677 acres, more or less.

Banting Drive Vacation and Abandonment Vicinity Map

ATTACHMENT 7

Braddock District



Tax Map 69-1

N

Denotes Area to be Vacated and Abandoned

ATTACHMENT 8



Board Agenda Item
March 17, 2026

ADMINISTRATIVE – 7

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish a Revitalization and Redevelopment Economic Incentive Program

ISSUE:
Board authorization to advertise a public hearing to consider an ordinance to amend Chapter 4, Taxation and Finance, of the *Code of the County of Fairfax, Virginia* (Code) to establish a new Article 32—Revitalization and Redevelopment Economic Incentive Program (RREIP).

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing on the proposed ordinance to amend Chapter 4, Taxation and Finance to establish Article 32—Revitalization and Redevelopment Economic Incentive Program.

TIMING:
Board action is requested on March 17, 2026, to advertise a public hearing to occur on May 5, 2026, at 4:30 p.m. If adopted, the benefits of this amendment would take effect on May 6, 2026, and the amendment would sunset after 20 years from adoption, on midnight May 6, 2046.

BACKGROUND:
In 2017, the Virginia General Assembly enacted Virginia Code § 15.2-1232.2, which provides for regulatory flexibility and financial incentives to encourage the private sector to assemble property for economic development purposes. At the Board's direction, staff prepared and presented a program to achieve those ends called the Economic Incentive Program (EIP), which the Board adopted on September 15, 2020.

The EIP has resulted in eight approved applications in five areas since the program was established. Two projects have been built, another two are under construction, and two more are close to starting construction. One project was approved in 2021, three in 2022, and the remaining four in 2023. No projects were submitted or approved in 2024 or 2025. Each EIP area has an effective date that runs for 10 years, during which the tax abatement incentive is in effect. Applicants entering the EIP after the effective date will not be able to benefit from the full 10-year tax abatement incentive, and at some

point after an EIP area's effective date commences, the EIP becomes far less attractive to potential applicants. As a result, the program eventually ceases to incentivize redevelopment.

The proposed amendment to the Code would add a new Article 32—Revitalization and Redevelopment Economic Incentive Program, which would offer a fee reduction of 10 percent for site plan review and a partial real estate tax abatement (as described in the Fiscal Impact section below) to private sector developers who purchase, assemble, revitalize, and redevelop properties in accordance with the ordinance and consistent with the vision of the Comprehensive Plan.

This Article would identify Revitalization and Redevelopment Economic Incentive Areas (RREIAs) that merit revitalization and redevelopment opportunities. Article 32 would also establish the terms, procedures, and qualifying components for future individual Economic Revitalization Zones (ERZs) located within RREIAs. An applicant with property within an RREIA could apply to create an ERZ with an eligible rezoning or by-right development proposal. Approval by the Board would result in a separate ordinance for each ERZ. Each ERZ ordinance would be set forth in an appendix to the Fairfax County Code. There may be multiple different ERZs established within each Area, each with its own 10-year timeline of incentives.

The effective date of the ERZ must be identified in an ERZ ordinance and must be a date that is within three years after the date of initial adoption of the ERZ ordinance; however, if the applicant demonstrates good cause, the Board may set an effective date up to four years after the date of the initial adoption of the ERZ ordinance. The date upon which the ERZ is no longer in effect is the termination date. The deferred effective date would allow the applicant to obtain approval for their remaining entitlements and to bring construction to substantial completion before the ten year time period for incentives begins. This provision provides adds flexibility for the Board, and gives applicants a greater likelihood to obtain a full 10 year period of incentives, thus addressing the primary shortcoming of the EIP.

The County has a long-standing policy of supporting revitalization and redevelopment in older commercial areas not experiencing reinvestment such as the County's Commercial Revitalization Districts (CRDs) and Commercial Revitalization Areas (CRAs), and the CRDs/CRAs are established Mixed-use Centers in the Comprehensive Plan targeted for future growth and investment. The RREIAs identified in the proposed Ordinance include the CRDs of Annandale, Bailey's Crossroads/Seven Corners, McLean, Richmond Highway and Springfield; and the CRAs of Lake Anne and Lincolnia. Recently, the area along Leesburg Pike between the Seven Corners and Bailey's Crossroads Community Business Centers (CBCs) has been the subject of Comprehensive Plan amendments that would allow for additional residential

intensification. This area, referred to as the Culmore Area and as depicted on attached Map 5, is also being included as an eligible area in this program.

Additionally, the RREIP is proposed to apply to logical extensions of three of the CRDs. Only certain portions of the Richmond Highway corridor are designated as CRDs. However, Richmond Highway is viewed as a continuous corridor rather than a series of business nodes and is undergoing extensive transportation and public transit investment. The area around the Huntington Transit Station Area is likewise viewed as an important connection to the Richmond Highway corridor and is an area the County would like to see redeveloped and thus is being added as an RREIA (see Map 6). Likewise, the Springfield Transit Station Area (TSA) is intertwined with the Springfield CRD, forming one overall area known as the Greater Springfield Area. This area has also undergone significant transportation and public transit investments, with more anticipated in the future. Lastly, there has been increased interest in replanning and redeveloping portions of the Annandale CBC that extend beyond the CRD. For this reason, the RREIP is proposed to extend to include the entire Annandale CBC, which encompasses the Annandale CRD.

To qualify for the program, a development would need to have newly assembled a minimum of two parcels not previously approved for a rezoning or site plan that collectively comprise at least two acres in size, be zoned to permit commercial or industrial uses or for multifamily residential development, be in conformance with all laws and policies related to the provision and preservation of affordable housing, and be in conformance with the uses and consolidation recommendations in the Comprehensive Plan; however, the Board could consider smaller acreages. Additionally, up to 20 percent of existing development may be retained and/or repurposed, although the Board may consider greater amounts if necessary to achieve the vision in the Comprehensive Plan.

The eligibility process would require the applicant (one or more property owners or a third-party developer) to submit a formal application. All owners would have to concur. Staff would review the application and then issue either a provisional approval or rejection letter regarding eligibility. The Board would consider whether to approve eligible applications at a public hearing concurrent with any rezoning application, if applicable.

All development proposals will continue to be evaluated in a manner consistent with all other development applications, including the extent to which they mitigate impacts and conform to the Comprehensive Plan.

If this RREIP Ordinance is adopted, staff will publicize the program and conduct outreach activities to educate the public and members of the development and real

estate communities about the revised program. Staff will also conduct internal trainings of the relevant land development agencies to ensure a shared understanding and coordinated implementation of the program. Periodic updates will be provided to the Board regarding the number of applications, projects approved to date, status of qualifying developments, and financial impacts of the program.

EQUITY IMPACT:
RREIP will benefit future applicants with a partial real estate tax abatement for eligible development of their properties in areas of the County needing greater economic activity. All approved RREIP projects must enable redevelopment in a manner that aligns with the Comprehensive Plan goals, including land use, economic vitality, streetscape improvements, enhanced stormwater facilities, provision of new park spaces, and more to the benefit of the community.

Further, the proposed RREIAs align with the One Fairfax Policy, which recommends, in part: (i) the implementation of housing policies and practices that encourage all who want to live in Fairfax to be able to do so, and (ii) the providing of a full spectrum of housing opportunities across the County, most notably those in mixed-use areas that are accessible to multiple modes of transport. The RREIAs provide suitable redevelopment sites for mixed-use and housing development that can lead to opportunities for everyone to fully participate in the region's economic vitality, contribute to its readiness for the future, and connect to its assets and resources.

FISCAL IMPACT:
Qualifying developments will receive economic benefits, including a reduction in site plan review fees of 10 percent and a partial tax exemption on the real estate tax calculated as the difference between the pre-redevelopment (base) assessed value and the post-development assessed value in accordance with the Virginia Code. The partial real estate tax abatement applies only to the County's real estate tax (with a current rate of $1.1225 per $100 of assessed value) and does not apply to other taxes, such as the Commercial and Industrial Tax or special district taxes. In addition, as the County will continue to receive real estate tax revenues on the base (pre-redevelopment) assessed value of developments in the program, the partial tax exemptions of the real estate tax are not anticipated to reduce the General Fund. Real estate taxes will be calculated on the full assessed value of the development no later than the expiration date of the incentive period.

It is not possible to estimate how many projects may come forward and be deemed eligible under the program. However, a prototypical example of the real estate tax abatement would work as follows: if the base assessed value of a property is

$10 million, real estate taxes would generate $112,250 per year. Assuming a post-development assessed value of $120 million, the partial tax abatement would be calculated on the $110 million increment or difference between pre- and post-development values. With a tax rate of $1.1225 per $100 of assessed value, the total tax abatement would be $1,234,750 per year for a total tax abatement of $12,347,500 (assuming no change in the assessed value of the property or in the general fund tax rate) over the maximum 10-year life of the individual ERZ.

It is also difficult to quantify the total fiscal impact that may result from decreased revenue from site plan review fees, but it is estimated to be less than $100,000 over the 20-year life of the program.

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed Ordinance to Amend the Code of the County of Fairfax, Chapter 4, Article 32- Revitalization and Redevelopment Economic Incentive Program.
Attachment 2 - Maps 1-4
Attachment 3 – Map 5 - Culmore RREIA
Attachment 4 – Map 6 – Huntington RREIA

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Elizabeth A. Hagg, Director, Community Revitalization Section, DPD
Jay Doshi, Director, Department of Tax Administration (DTA)
David Pellegrino, Assistant Director, DTA
Bill Hicks, Director, Land Development Services

ASSIGNED COUNSEL:
Daniel Robinson, Deputy County Attorney
Cherie L. Mack, Assistant County Attorney

AN ORDINANCE ADOPTING
ARTICLE 32 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO A REVITALIZATION AND REDEVELOPMENT ECONOMIC INCENTIVE PROGRAM

AN ORDINANCE to amend the Fairfax County Code by adopting Article 32 to Chapter 4 relating to a Revitalization and Redevelopment Economic Incentive Program.

Draft of February 20, 2026

Be it ordained by the Board of Supervisors of Fairfax County:

1. That Article 32 of Chapter 4 of the Fairfax County Code is adopted as follows:

CHAPTER 4 – TAXATION AND FINANCE

ARTICLE 32 – Revitalization and Redevelopment Economic Incentive Program.

Section 4-32-1. – Title.

This Article may be referred to as the "Revitalization and Redevelopment Economic Incentive Program Ordinance of Fairfax County."

Section 4-32-2. – Intent.

This Article establishes the terms, procedures, and qualifying components that govern the general terms, conditions, and criteria for future applications for adoption of ordinances creating individual Economic Revitalization Zones located within Revitalization and Redevelopment Economic Incentive Areas under this Revitalization and Redevelopment Economic Incentive Program.

Section 4-32-3. – Policy and Purpose.

Fairfax County seeks to provide economic revitalization and redevelopment opportunities through the creation of this Revitalization and Redevelopment Economic Incentive Program and the adoption of Revitalization and Redevelopment Economic Incentive Areas and Economic Revitalization Zones, in accordance with Va. Code §§ 15.2-1232.2 and 58.1-3219.4, by offering financial incentives, including partial real estate tax exemptions as set forth below, to incentivize private entities to purchase, assemble, revitalize, and redevelop real property in economically challenged areas set forth in Section 4-32-5 and those proposed in the future that the Board of Supervisors ("Board") finds are suitable for revitalization and redevelopment and conform with the Fairfax County Comprehensive Plan.

Section 4-32-4. – Definitions.

(a) *Application* means the form provided by the Director to be filed by an applicant seeking approval of the redevelopment of an assemblage of parcels and the granting of economic and regulatory incentives under the terms of this Article.

(b) *Assemblage* means the combination of adjoining parcels, with different owners, into a single development in accordance with this Article.

(c) *Commercial and industrial properties* means all real property, excluding commercial condominiums, used for or zoned to permit commercial or industrial uses that are approved and designed for retail or wholesale trade, hotel, restaurant, offices, clinics, warehouses, light manufacturing, and other such uses. Such classification of real property excludes all residential uses.

(d) *Director* means the Director of the Department of Planning and Development or the Director's designee.

(e) *Economic Revitalization Zone (ERZ)* means an individual zone located within a Revitalization and Redevelopment Economic Incentive Area and created by ordinance adopted by the Board of Supervisors under this Article.

(f) *Effective date* means the date an individual Economic Revitalization Zones is created as set by ordinance under this Article.

(g) *Multifamily residential development* includes apartments or any building containing more than four residential units, including live-work development as defined in the Zoning Ordinance or senior housing units. Such classification of real property excludes single-family detached and attached residential units, cooperatives, and residential condominiums.

(h) *Proposed redevelopment* means the proposed site design and uses submitted by the applicant(s) for approval under this Article.

(i) *Qualifying property* means any newly formed assemblage approved as an Economic Revitalization Zone by the Board of Supervisors under this Article.

(j) *Revitalization and Redevelopment Economic Incentive Program* includes designated Revitalization and Redevelopment Economic Incentive Areas listed in Section 4-32-5 below, within which Economic Revitalization Zones may be adopted, in accordance with Va. Code §§ 15.2-1232.2 and 58.1-3219.4.

Section 4-32-5. – Revitalization and Redevelopment Economic Incentive Areas.

The following areas are hereby recognized as areas that merit economic revitalization and redevelopment opportunities and are included in the Revitalization and Redevelopment Economic Incentive Program and are collectively referred to as "Revitalization and Redevelopment Economic Incentive Areas":

(a) Annandale Incentive Area: the Annandale Community Business Center, as set forth in the Fairfax County Comprehensive Plan, 2017 Edition, Area Plan I, Annandale Planning

District Overview, as amended through 9-10-2024, Figure 7, "Annandale Community Business Center".

(b) Bailey's Crossroads/ Seven Corners Incentive Area: the Bailey's Crossroad/Seven Corners Commercial Revitalization District as identified in the Fairfax County Zoning Ordinance Section 3102, Commercial Revitalization Districts, Table 3102.1.

(c) Culmore Incentive Area: the area located between the Bailey's Crossroads Community Business Center and the Seven Corners Community Business Center that abuts Leesburg Pike (Route 7), as depicted on map 5.

(d) Huntington Incentive Area: Land Units E, I and a portion of Land Unit G (parcels 33, 45 and 45A) of the Huntington Transit Station Area, as set forth in the Comprehensive Plan, Area Plan IV, Mount Vernon Planning District Overview, MVI Huntington Community Planning Sector, as amended through 12-9-2025, Figure 8, "Huntington Transit Station Area" and also as depicted on map 6.

(e) Lake Anne Incentive Area: the Lake Anne Commercial Revitalization Area, coextensive with the area set forth in the Comprehensive Plan, Area Plan III, Reston, Village Centers, as amended through 9-10-2024, Figure 17, "Lake Anne Village Center Land Units and Historic Overlay District".

(f) Lincolnia Incentive Area: the Lincolnia Community Business Center, as set forth in the Comprehensive Plan, Area Plan I, Lincolnia Planning District Overview, Lincolnia Community Business Center, as amended through 9-10-2024, Figure 9, "Lincolnia Community Business Center".

(g) McLean Incentive Area: the McLean Commercial Revitalization District as identified in Fairfax County Zoning Ordinance Section 3102, Commercial Revitalization Districts, Table 3102.1.

(h) Richmond Highway Incentive Area: the Richmond Highway Commercial Revitalization District as established in Zoning Ordinance Section 3102, Commercial Revitalization Districts, Table 3102.1 and the following areas within the Richmond Highway Corridor as set forth in the Comprehensive Plan, Area Plan IV, Richmond Highway Corridor Area, Suburban Neighborhood Areas, as amended 12/9/2024:

(1) Suburban Neighborhood Areas between North Gateway and Penn Daw Community Business Centers, Figure 72, "SNAs Between North Gateway and Penn Daw CBCs".

(2) Suburban Neighborhood Areas between Penn Daw and Beacon/Groveton CBCs, Figure 73, " SNAs Between Penn Daw and Beacon/Groveton CBCs".

(3) Suburban Neighborhood Areas between Beacon/Groveton and Hybla Valley/Gum Springs CBCs, Figure 74, "SNAs Between Beacon/Groveton and Hybla Valley CBCs".

(4) Suburban Neighborhood Areas between Hybla Valley/Gum Springs and South County Center CBCs, Figure 75, "SNAs between Hybla Valley/Gum Springs and South County Center CBCs".

(5) Suburban Neighborhood Areas between South County Center and Woodlawn CBCs, Figure 76, "SNAs between South County Center and Woodlawn CBCs".

(6) Suburban Neighborhood Areas adjacent to Woodlawn CBC, Figure 77, "SNAs Adjacent to Woodlawn CBC".

(7) Land Units R and Q of the Huntington Transit Station Area, as set forth in Comprehensive Plan, Area Plan IV, Mount Vernon Planning District Overview, MVI Huntington Community Planning Sector, as amended through 12-9-2025, Figure 8, "Huntington Transit Station Area".

(8) The areas located between a Richmond Highway CRD and a Richmond Highway Suburban Neighborhood Area that abut Richmond Highway, as depicted on maps 1-4.

(i) Springfield Incentive Area: the Springfield Commercial Revitalization District as identified in the Fairfax County Zoning Ordinance Section 3102, Commercial Revitalization Districts, Table 3102.1, and the Franconia-Springfield Transit Station Area, except for those areas planned for single-family residential development, (i.e. sub-units Q and R and the portion of sub-unit N north of the Springfield-Franconia Parkway) per the Comprehensive Plan, Area Plan IV, Franconia-Springfield Area and Fort Belvoir North Area, Franconia-Springfield Area, Land Unit Recommendations, 2017 Edition, as amended through 11/19/2024, Figure 7, "Franconia Springfield Area Land Unit Map".

(j) Maps 1 through 6 referenced in this Section are attached to the Board Item for the May 5, 2026, public hearing held to consider adoption of the ordinance establishing this Article 32 and are on file with the Clerk to the Board of Supervisors.

Section 4-32-6. – Application and Review of Eligibility.

(a) The Director will establish and publish procedures for submitting an application. Owners of property located within a Revitalization and Redevelopment Economic Incentive Area as designated herein may submit an application to the Director for adoption of an ordinance to create an Economic Revitalization Zone.

(b) Such application must be submitted on a form provided by the Director and must include a plan for development, as well as any schedules, plans, specifications, and an estimated

fair market value of the proposed redevelopment and such other information required by the published procedures.

(c) Every owner of any parcel included in the application must consent in writing to the application. However, an individual who is the owner of an undivided interest in a parcel may apply on behalf of himself and the other owner(s) of that parcel upon submitting an affidavit that the other owners either: (1) consent to the application, (2) are minors, or (3) after a diligent search, cannot be located.

(d) Upon receipt of an application, the Director will determine whether the application meets the eligibility criteria set forth in this Article and all laws and policies related to the provision and preservation of affordable housing. If the Director finds the application is eligible, the Director will forward it to the Department of Tax Administration (DTA) for calculation of an estimated base fair market value based upon the initial proposed development. Any application that fails to meet the eligibility criteria will not be accepted and will be accepted only after all missing criteria are met.

(e) The Director will submit an eligible application to the Board for its consideration to adopt an ordinance to create an Economic Revitalization Zone either in conjunction with a concurrent rezoning application or separately for a by-right redevelopment proposal.

(f) The application must meet all terms of this Article, as well as Virginia and local law, before being submitted to the Board for adoption of an ordinance to create an Economic Revitalization Zone.

Section 4-32-7. – Eligibility.

(a) The proposed redevelopment must be commercial, industrial, or multifamily residential development, or any combination thereof, within the territorial limits of a Revitalization and Redevelopment Economic Incentive Area as described in Section 4-32-5.

(b) Applications must contain a newly proposed assemblage, which proposed assemblage was not previously approved for a rezoning or site plan by the County, of at least two contiguous parcels each having separate ownership that collectively total at least two acres. The application must conform to all laws and policies related to the provision and preservation of affordable housing and the use and consolidation recommendations in the Comprehensive Plan. Smaller acreages may be considered by the Board for good cause shown, such as to facilitate redevelopment of parcels. A single parcel may contain multiple structures, but all structures must be substantially contained within its parcel lot lines before approval of the application.

(c) A minimum of two acres of the assemblage must be located within a Revitalization and Redevelopment Economic Incentive Area for the entire assemblage to qualify. Some small acreage of the assemblage may lie outside of the delineated boundary of the Revitalization and Redevelopment Economic Incentive Area but the area outside of the boundary cannot be counted toward the two-acre minimum requirement.

(d) Applicants must obtain any necessary zoning, site plan, or other approvals required by the Zoning Ordinance and state and local law before receiving incentives.

(e) No improvements made to real property are eligible for real estate tax incentives under this Article unless the real property is located within an Economic Revitalization Zone approved by the Board in accordance with this Article.

Section 4-32-8. – Calculation of Partial Real Estate Tax Exemption.

In accordance with the process set forth herein, a qualifying property will receive a partial tax exemption to only the general real property tax in an amount that is equal to the difference between (i) the Base Value, defined below; and (ii) the fair market value of the qualifying property including all new structures or other improvements at the time of the final inspection and valuation. The partial exemption may also include the difference between the Base Value and any increase or decrease in the fair market value of the qualifying property as annually assessed by the Department of Tax Administration during the time the Economic Revitalization Zone is in effect as determined by the Board at the time of adoption of the ordinance.

(a) Following Board adoption of an ordinance to create an Economic Revitalization Zone and granting approval of the application and upon written request from the applicant, the Department of Tax Administration will determine a final base fair market value ("Base Value") for the qualifying property. The Base Value is the fair market value of the qualifying property at the time of this determination plus the first $1,000 in assessed value on the structure(s) planned to be built or repurposed on the assemblage.

(b) The Applicant may submit a written request for final inspection and valuation by the Department of Tax Administration at any time after construction of any structure is substantially complete ("substantially complete" or "substantial completion" meaning the point where the physical shell is completed and basic components of the building are installed and improved including complete installation of elevators, electrical, HVAC, and fire prevention sprinkler systems). If the proposed development contains multiple buildings to be constructed or repurposed in multiple stages, the tax exemption will be recalculated for each parcel upon substantial completion and a final inspection and written valuation request from the applicant.

(c) The Department of Tax Administration will provide written notification to the property owner of the amount of the assessment of the qualifying property that will be exempt from real property taxation and the period of such exemption.

(d) The partial tax exemption will run with the land, and, except as otherwise provided in this Article, the owner of such qualifying property during each year of the partial exemption will be entitled to receive a partial tax exemption in the amount specified by the Department of Tax Administration.

DRAFT

Section 4-32-9. – Economic Incentives.

(a) Financial incentives include:

(1) A 10 percent reduction in the site plan fee submitted at the time of application.

(2) Partial real estate tax incentives as set forth in Section 4-32-8.

Section 4-32-10. – Timing or Effective Date of Incentives.

Individual ordinances adopted to create new Economic Revitalization Zones under this Article will remain in effect for a period of up to 10 years from the effective date. The effective date must be identified in the ERZ ordinance and must commence within three years after the date of initial adoption of the ERZ ordinance; however, if the applicant demonstrates good cause the Board may set an effective date up to four years after the date of the initial adoption of the ERZ ordinance. The date upon which the Economic Revitalization Zone is no longer in effect is the termination date. Real estate tax incentives as set forth in Section 4-32-8 will be effective on January 1 of the tax year succeeding the year after following substantial completion or the effective date, whichever is later, and will terminate on the termination date, subject to Section 4-32-11. After the termination date the real estate assessment on the parcels that constituted the Economic Revitalization Zone will revert to full market value.

Section 4-32-11. – Failure to Pay Real Estate Taxes in a Timely Manner.

The incentives provided for in Section 4-32-8 will be suspended if the real estate tax on the qualifying property is not paid on or before the date required by Sections 4-10-1 and 4-10-2. Failure to pay the real estate tax on or before the day on which it is due will result in the forfeiture of any incentives in that year, and in such cases, the taxpayer will be liable for the annual real estate tax that otherwise would have been assessed on the full fair market value of the improved property. Late payment of the real estate tax on the qualifying property will be subject to late payment penalties and interest in accordance with Sections 4-10-1 and 4-10-2. However, the Director of DTA may waive any penalty and interest and reinstate the real estate tax exemption if the Director of DTA determines that the failure to pay the real estate tax was not in any way the fault of the taxpayer.

Section 4-32-12. – Sunset Date.

This Article automatically terminates at midnight on May 6, 2046, unless extended by the Board.

Section 4-32-13. – Areas Established Under This Article.

Ordinances creating specific Economic Revitalization Zones included in the Revitalization and Redevelopment Economic Incentive Program will be listed in Appendix X.

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2. That the provisions of this ordinance will take effect on May 6, 2026.

GIVEN under my hand this _____ day of _____, 2026

_____
Jill Cooper
Clerk for the Board of Supervisors

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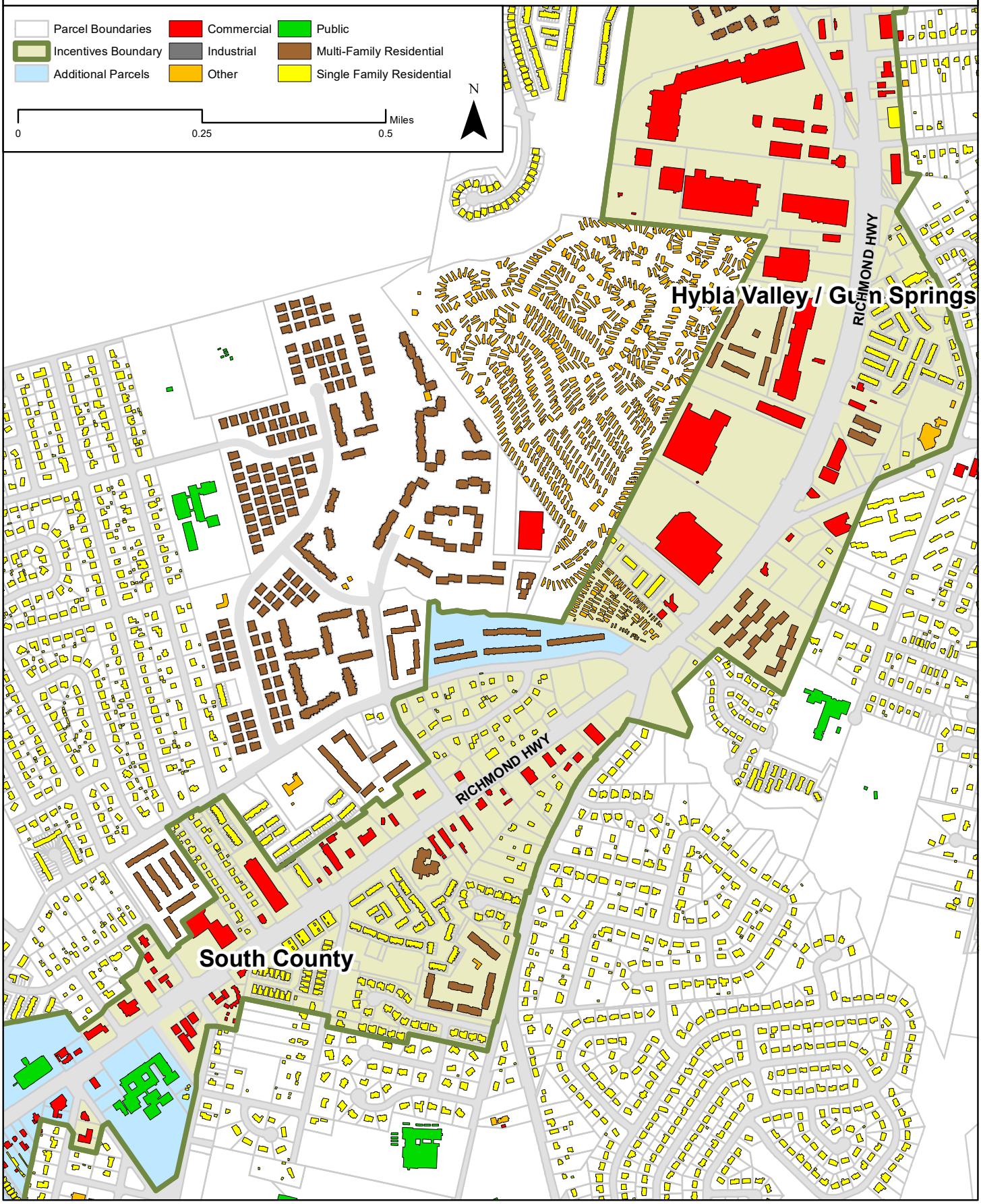
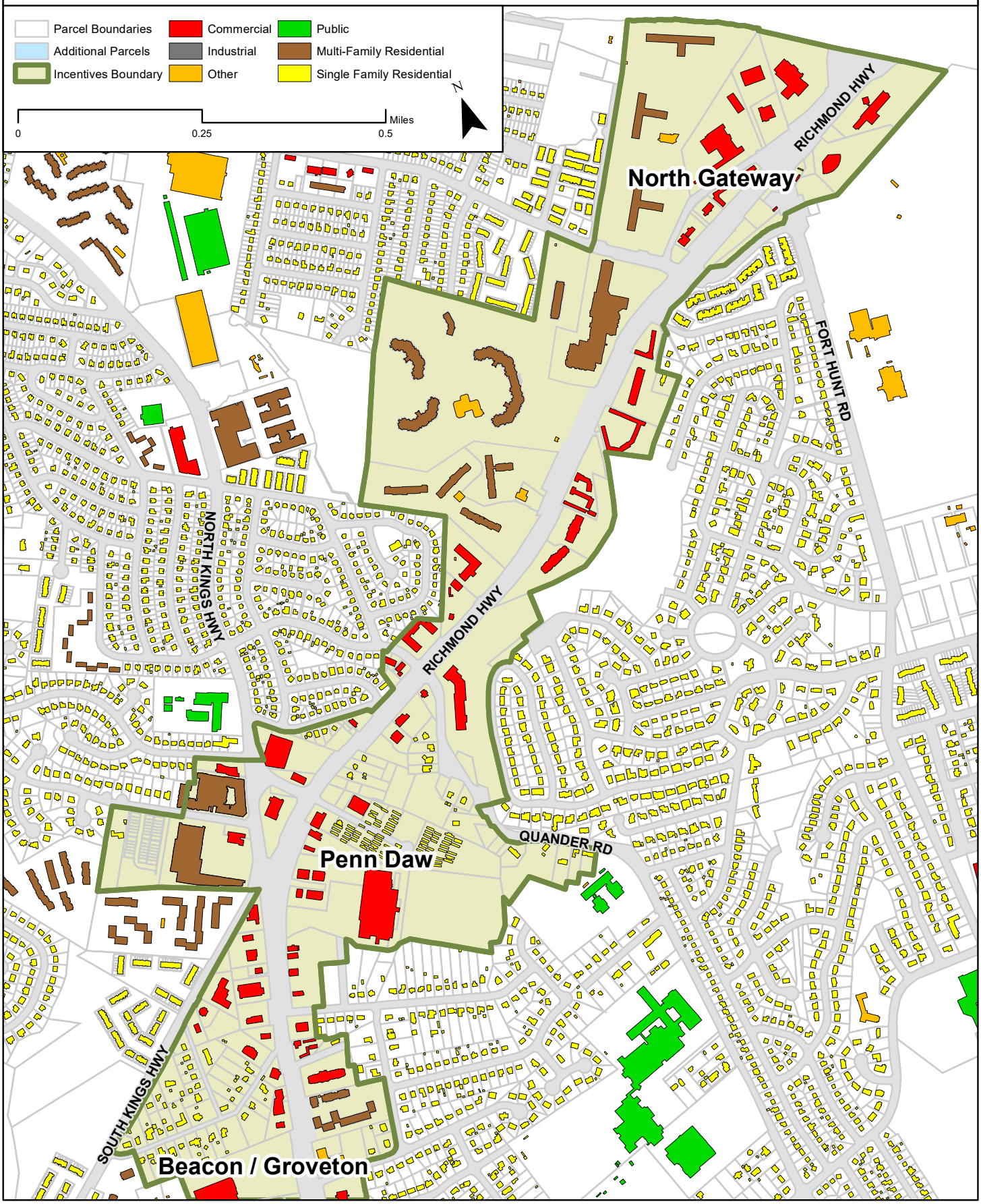
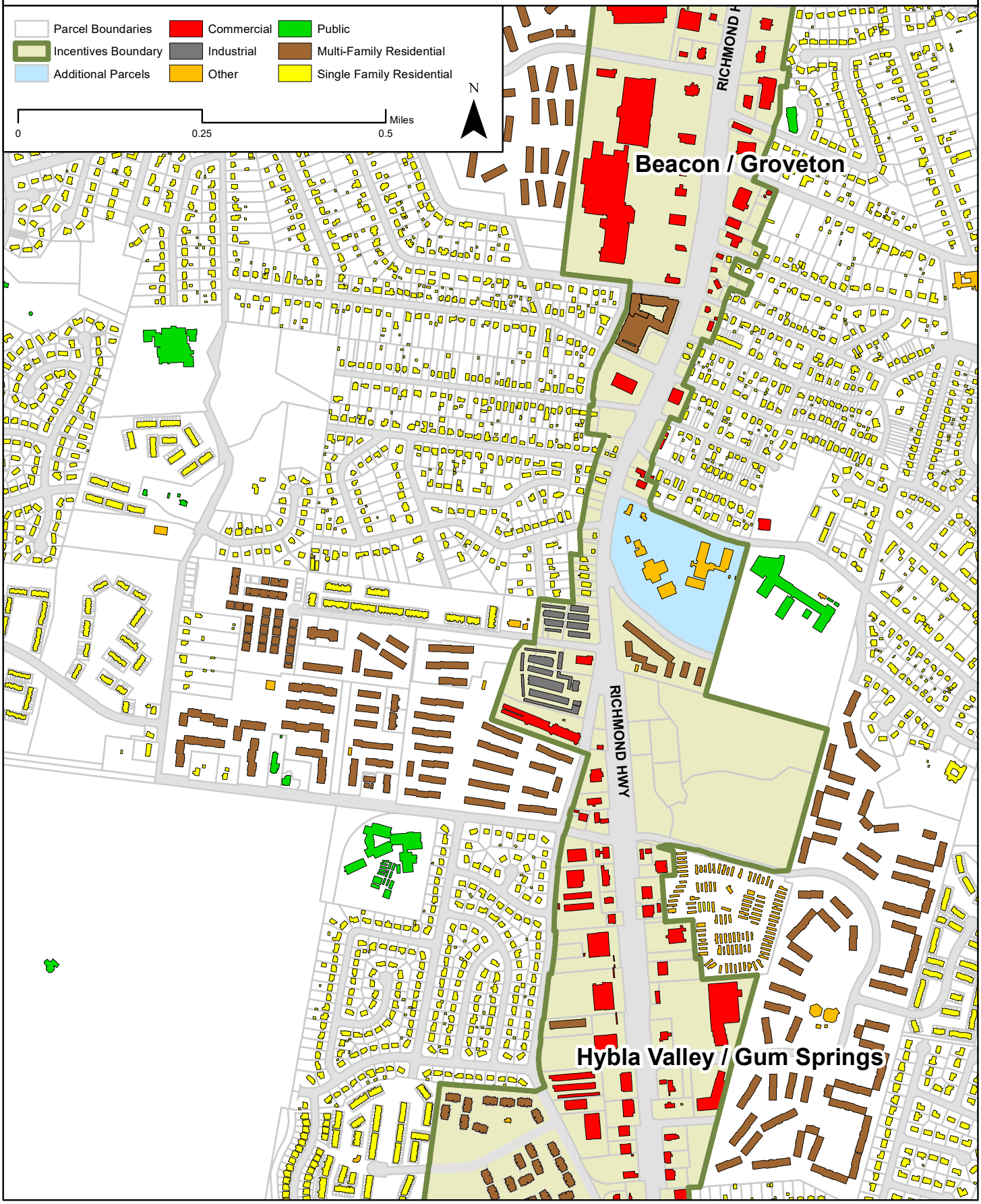
Revitalization and Redevelopment Economic Incentive Area (1) - Richmond Highway Corridor Additional Parcels Between SNA and CRD



Revitalization and Redevelopment Economic Incentive Area (2) - Richmond Highway Corridor Additional Parcels Between SNA and CRD



Revitalization and Redevelopment Economic Incentive Area (3) - Richmond Highway Corridor Additional Parcels Between SNA and CRD

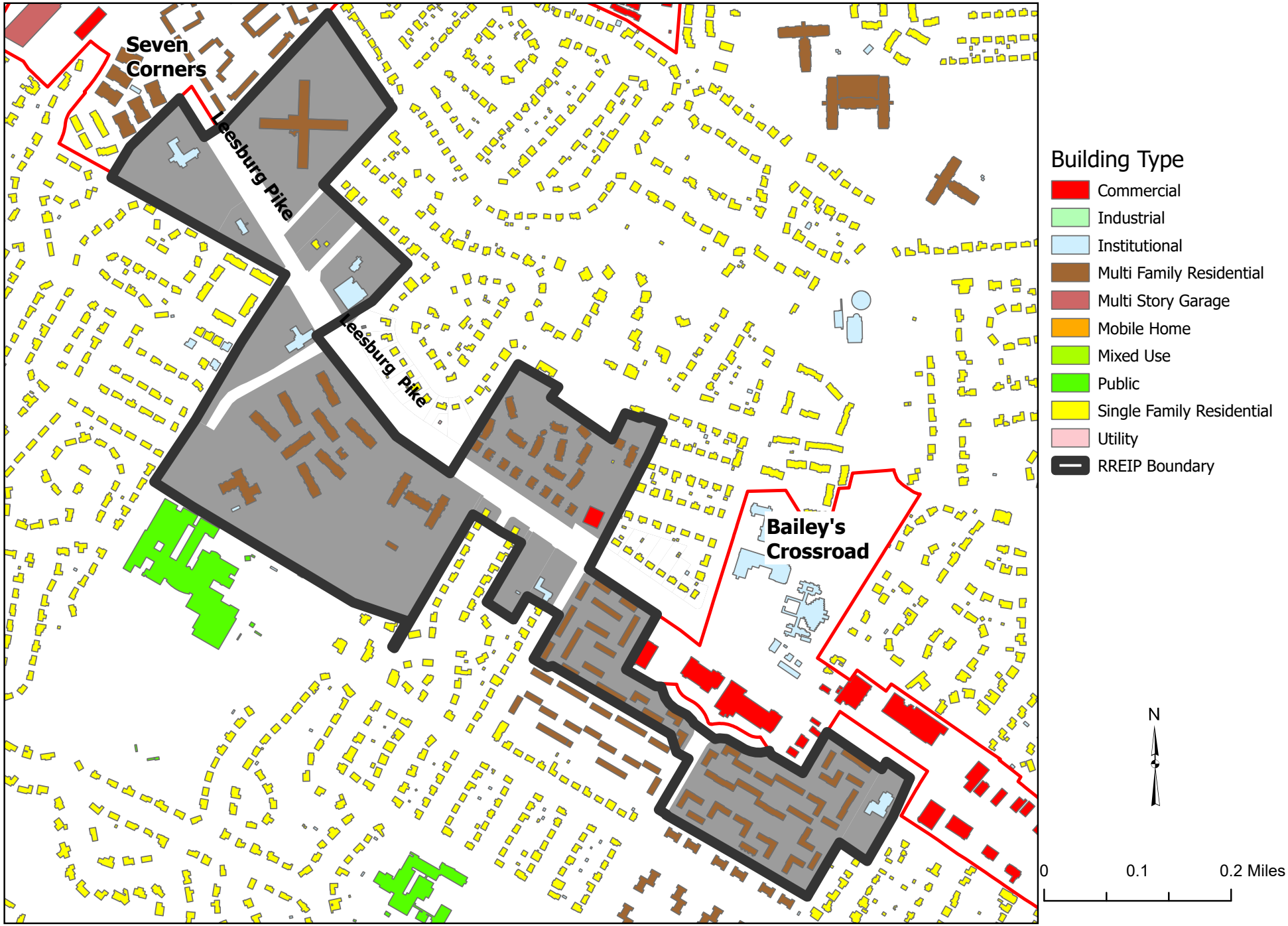


Revitalization and Redevelopment Economic Incentive Area (4) - Richmond Highway Corridor Additional Parcels Between SNA and CRD



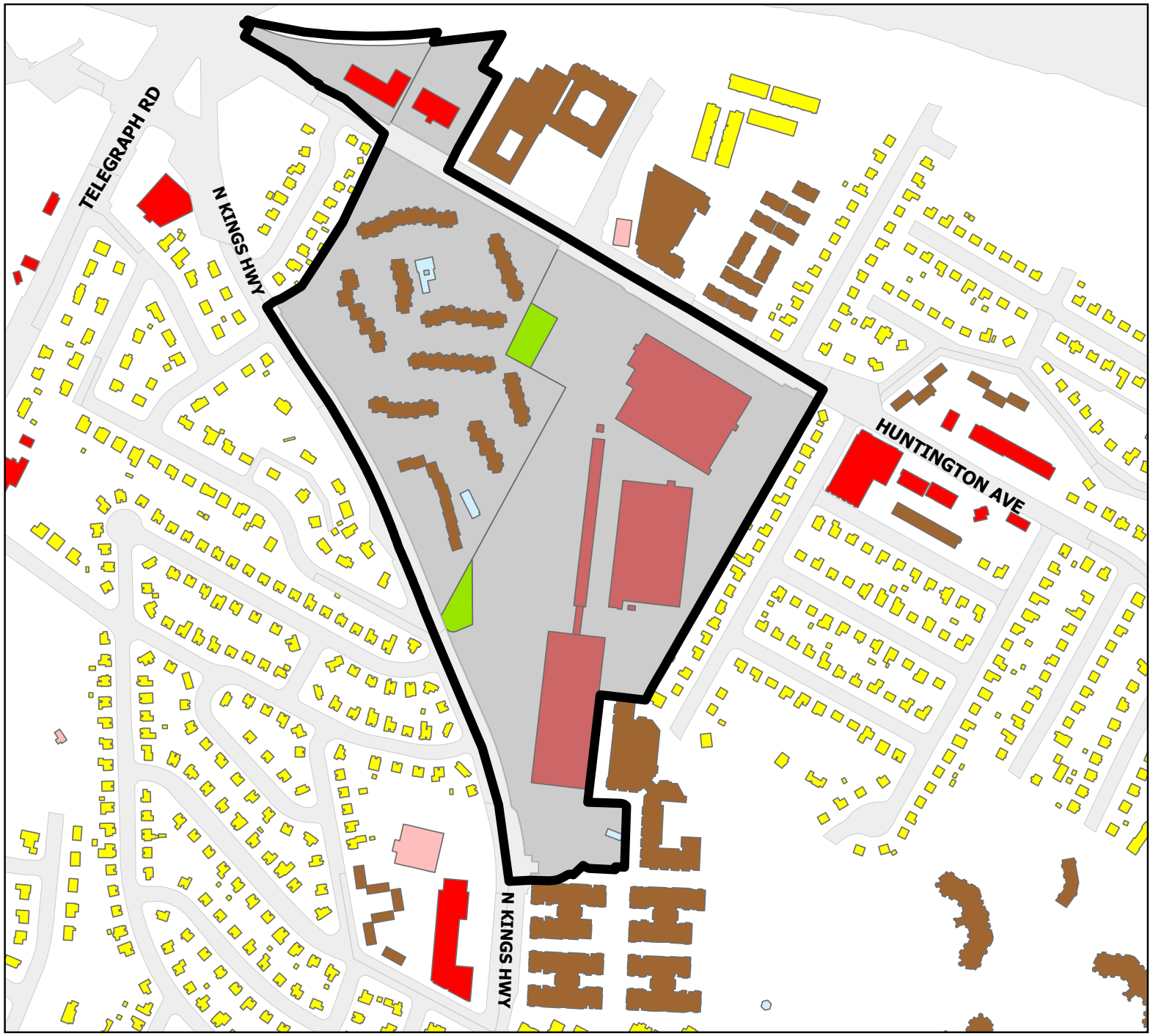
Culmore Revitalization and Redevelopment Economic Incentive Area

Attachment 3



Huntington Revitalization and Redevelopment Economic Incentive Area

Attachment 4



Building Type

- Commercial
- Institutional
- Multi Family Residential
- Multi Story Garage
- Public
- Single Family Residential

Land Use

- Open Land, not developed
- RREIP Boundary

N

0 0.05 0.1 Miles

Board Agenda Item
March 17, 2026

ADMINISTRATIVE – 8

Authorization to Advertise a Public Hearing for the Contraction of North Chambliss Area 1 Sanitary District to Remove Refuse/Recycling and Vacuum Leaf Collection Service (Mason District)

ISSUE:
Board of Supervisors' (Board) authorization to advertise a public hearing for the contraction of a Sanitary District to remove refuse/recycling and vacuum leaf collection service.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing at 4:00 p.m. on Tuesday, May 19, 2026, to consider the following change to this Sanitary District for refuse/recycling and/or leaf collection service in accordance with the Board of Supervisor's procedural Criteria for Sanitary Districts.

Sanitary District	Action	Service	Recommendation
DTA Mason District Within Mason District North Chambliss Area 1 (Attachment 1 Summary Sheet)	Contract	Remove Refuse/ Recycling & Vacuum Leaf	Approve

TIMING:
The Board's authorization is requested on March 17, 2026, for a public hearing to be held on May 19, 2026, at 4:00 p.m.

BACKGROUND:
The administrative responsibility for the Creation/Enlargement/Contraction/ Dissolution of Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of Sanitary Districts is accomplished through the action of the Board at public hearings. Prior to any action by the Board on a proposed Sanitary District, certain relevant standards and criteria must be met in accordance with the Board's procedural Criteria for Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition should be submitted to the Board for approval. The petition data summary and the proposed resolution are set forth in Attachment 2.

Board Agenda Item
March 17, 2026

Staff recommends that the authorization to advertise a public hearing for the contraction of North Chambliss Area 1 Sanitary District for the removal of refuse/recycling and leaf collection be approved, as these homes are not currently serviced by SWMP because the parcels are split between two jurisdictions, partially in Fairfax County and City of Alexandria. If approved, the modification will become permanent on July 1, 2026.

EQUITY IMPACT:
Sanitary District Creation/De-Creation for the purposes of solid waste management relates to area of focus 12 in the One Fairfax Policy: "A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations."

Contraction that removes refuse service and vacuum leaf service results in the reduction of waste collection activity for all residences achieving the same benefit in reduction of pollution, greenhouse gas emissions, and improving safety. The contraction of Sanitary Districts is done in response to petitions from residents in the designated area. This action would positively impact the following Countywide Strategic Plan Community Outcome Areas: Healthy Communities, Energy and Environment, and Housing and Neighborhood Livability.

This item follows the Fairfax Sanitary District Petition Process and has passed a community-lead vote of at least 60% of residents to bring before the Board. Information on the petition process can be found on the Fairfax County Solid Waste website or by contacting Solid Waste directly. If approved, the community will be contacted via mail to inform them of the change and service cancellation date. Residents can reach out to Solid Waste for additional assistance anytime during the petition process or following approval.

At this time, no negative impacts have been observed or are projected.

FISCAL IMPACT:
These two homes are not currently serviced by SWMP because the parcels are split between two jurisdictions, partially in Fairfax County and City of Alexandria. No fiscal impacts are projected.

ENCLOSED DOCUMENTS:
Attachment 1: Summary Sheet
Attachment 2: Data Sheet with Proposed Resolution and Map
(North Chambliss Area 1)

Board Agenda Item
March 17, 2026

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

ASSIGNED COUNSEL:
Joanna Faust, Assistant County Attorney

Attachment 1

SUMMARY SHEET

Proposed alterations to the following Sanitary District for refuse/recycling and/or vacuum leaf collection service:

Contract North Chambliss Area 1 Sanitary District in DTA Mason District within Mason District for the purpose of removing refuse/recycling and vacuum leaf collection service.

Attachment 2

DATA SHEET
Contract North Chambliss Area 1
DTA Mason District
Within the Mason District

Purpose: To remove refuse/recycling and vacuum leaf collection services from North Chambliss Area 1.

- Petition requesting service received July 15, 2025.
- Petition Area: 2 Properties.
- 2 property owners in favor.
- 0 property owners opposed.
- 0 Non-responsive / unable to contact.

The Department of Public Works and Environmental Services recommends that the proposed action be approved, as these homes are not currently serviced by SWMP because the parcels are split between two jurisdictions, partially in Fairfax County and City of Alexandria. If approved, the modification will become permanent on July 1, 2026.

NOTICE OF INTENTION TO PROPOSE FOR ADOPTION
A RESOLUTION AND A PUBLIC HEARING THEREON
TO CONTRACT NORTH CHAMBLISS AREA 1
DTA MASON DISTRICT
WITHIN MASON DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 19th day of May, 2026, it was proposed by said Board to adopt a resolution to contract a district known as North Chambliss Area 1 in DTA Mason District within Mason District to include North Chambliss Area 1 for the purpose of removing refuse/recycling and vacuum leaf collection to be effective July 1, 2026, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY
MAY 19, 2026
COMMENCING AT 4 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section *15.2-858*, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the properties embraced in the proposed Sanitary District will be benefited by contracting the Sanitary District for the purpose of removing refuse/recycling and vacuum leaf collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed contraction of a Sanitary District, pursuant to Virginia Code Section *15.2-858*, as

amended, to be known as North Chambliss Area 1 in DTA Mason District within Mason District, Fairfax County, Virginia, which said contraction of the Sanitary District shall be described as follows:

The contraction of North Chambliss Area 1 in DTA Mason District within Mason District to include North Chambliss Area 1 located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said North Chambliss Area 1 is hereby created to wit:

To remove refuse/recycling and vacuum leaf collection service for the citizens who reside therein.

Given under my hand this____day of May, 2026

_____
Jill G. Cooper
Clerk for the Board of Supervisors

North Chambliss Area 1 Sanitary District Map, 2 Lots



Board Agenda Item
March 17, 2026

ADMINISTRATIVE – 9

Authorization to Advertise a Public Hearing for the De-Creation/Re-Creation of Champion Oak Court Area Sanitary District to Remove Vacuum Leaf Collection Service (Mason District)

ISSUE:
Board of Supervisors' (Board) authorization to advertise a public hearing for the de-creation/re-creation of Champion Oak Court Area Sanitary District to remove vacuum leaf collection service.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing at 4:00 p.m. on Tuesday, May 19, 2026, to consider the following change to this Sanitary District for refuse/recycling and/or leaf collection service in accordance with the Board of Supervisor's procedural Criteria for Sanitary Districts.

Sanitary District	Action	Service	Recommendation
DTA Local District 1B Within Mason District Champion Oak Court Area (Attachment 1 Summary Sheet)	De-Create/ Re-Create	Remove Vacuum Leaf	Approve

TIMING:
The Board's authorization is requested on March 17, 2026, for a public hearing to be held on May 19, 2026, at 4:00 p.m.

BACKGROUND:
The administrative responsibility for the Creation/Enlargement/Contraction/ Dissolution of Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of Sanitary Districts is accomplished through the action of the Board at public hearings. Prior to any action by the Board on a proposed Sanitary District, certain relevant standards and criteria must be met in accordance with the Board's procedural Criteria for Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition should be submitted to the Board for approval. The petition data summary and the proposed resolution are set forth in Attachment 2.

Staff recommends that the authorization to advertise a public hearing for the de-creation/re-creation of Champion Oak Court Area Sanitary District for the removal of leaf collection be approved, as it will eliminate vacuum leaf trucks reducing truck traffic, related emissions, and safety risks. If approved, the modification will become permanent on July 1, 2026.

EQUITY IMPACT:
Sanitary District Creation/De-Creation for the purposes of solid waste management relates to area of focus 12 in the One Fairfax Policy: “A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations.”

De-creation that removes vacuum leaf service results in the reduction of waste collection activity for all residences achieving the same benefit in reduction of pollution, greenhouse gas emissions, and improving safety. The creation or de-creation of Sanitary Districts is done in response to petitions from residents in the designated area. This action would positively impact the following Countywide Strategic Plan Community Outcome Areas: Healthy Communities, Energy and Environment, and Housing and Neighborhood Livability.

This item follows the Fairfax Sanitary District Petition Process and has passed a community-lead vote of at least 60% of residents to bring before the Board. Information on the petition process can be found on the Fairfax County Solid Waste website or by contacting Solid Waste directly. If approved, the community will be contacted via mail to inform them of the change and service cancellation date. Residents can reach out to Solid Waste for additional assistance anytime during the petition process or following approval.

At this time, no negative impacts have been observed or are projected.

FISCAL IMPACT:
The affected homes are currently served by SWMP. If they are removed from service, SWMP’s fixed costs (such as equipment, staffing, facilities, and administration) will remain largely unchanged while total revenue decreases. Because these fixed costs must still be fully recovered, a smaller customer base could result in higher per-household rates for all remaining sanitary district customers over time.

Board Agenda Item
March 17, 2026

ENCLOSED DOCUMENTS:
Attachment 1: Summary Sheet
Attachment 2: Data Sheet with Proposed Resolution and Map
(Champion Oak Court Area)

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

ASSIGNED COUNSEL:
Joanna Faust, Assistant County Attorney

Attachment 1

SUMMARY SHEET

Proposed alterations to the following Sanitary District for refuse/recycling and/or vacuum leaf collection services:

1. De-create/re-create Champion Oak Court Area Sanitary District in DTA Local District 1B within Mason District for the purpose of providing refuse/recycling and removing vacuum leaf collection services.

Attachment 2

DATA SHEET
De-Create/Re-Create Champion Oak Court Area
DTA Local District 1B
Within the Mason District

Purpose: To provide County refuse/recycling and remove vacuum leaf collection services to Champion Oak Court Area.

- Petition requesting service received December 14, 2023, and the petition process started August 15, 2025.
- Petition Area: 7 Properties.
- 5 Property Owners in favor.
- 0 Property Owners opposed.
- 2 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved as it will eliminate vacuum leaf trucks reducing truck traffic, related emissions, and safety risks. If approved, services will be removed effective July 1, 2026.

NOTICE OF INTENTION TO PROPOSE FOR ADOPTION
A RESOLUTION AND A PUBLIC HEARING THEREON
TO DE-CREATE/RE-CREATE CHAMPION OAK COURT AREA
DTA LOCAL DISTRICT 1B
WITHIN MASON DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 17th day of March, 2026, it was proposed by said Board to adopt a resolution to de-create/re-create a district known as Champion Oak Court Area in DTA Local District 1B within Mason District to include Champion Oak Court for the purpose of providing for refuse/recycling and removing vacuum leaf collection to be effective July 1, 2026, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY
MAY 19, 2026
COMMENCING AT 4 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section *15.2-858*, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the properties embraced in the proposed Sanitary District will be benefited by de-creating/re-creating the Sanitary District for the purpose of providing for refuse/recycling and removing vacuum leaf collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed de-creation/re-creation of a Sanitary District, pursuant to Virginia Code Section *15.2-858*, as amended, to be known as Champion Oak Court Area in DTA Local

District 1B within Mason District, Fairfax County, Virginia, which said de-creation/re-creation of the Sanitary District shall be described as follows:

The de-creation/re-creation of Champion Oak Court Area in DTA Local District 1B within Mason District to include Champion Oak Court Area located in the County of Fairfax, Virginia, and as shown on the attached map.

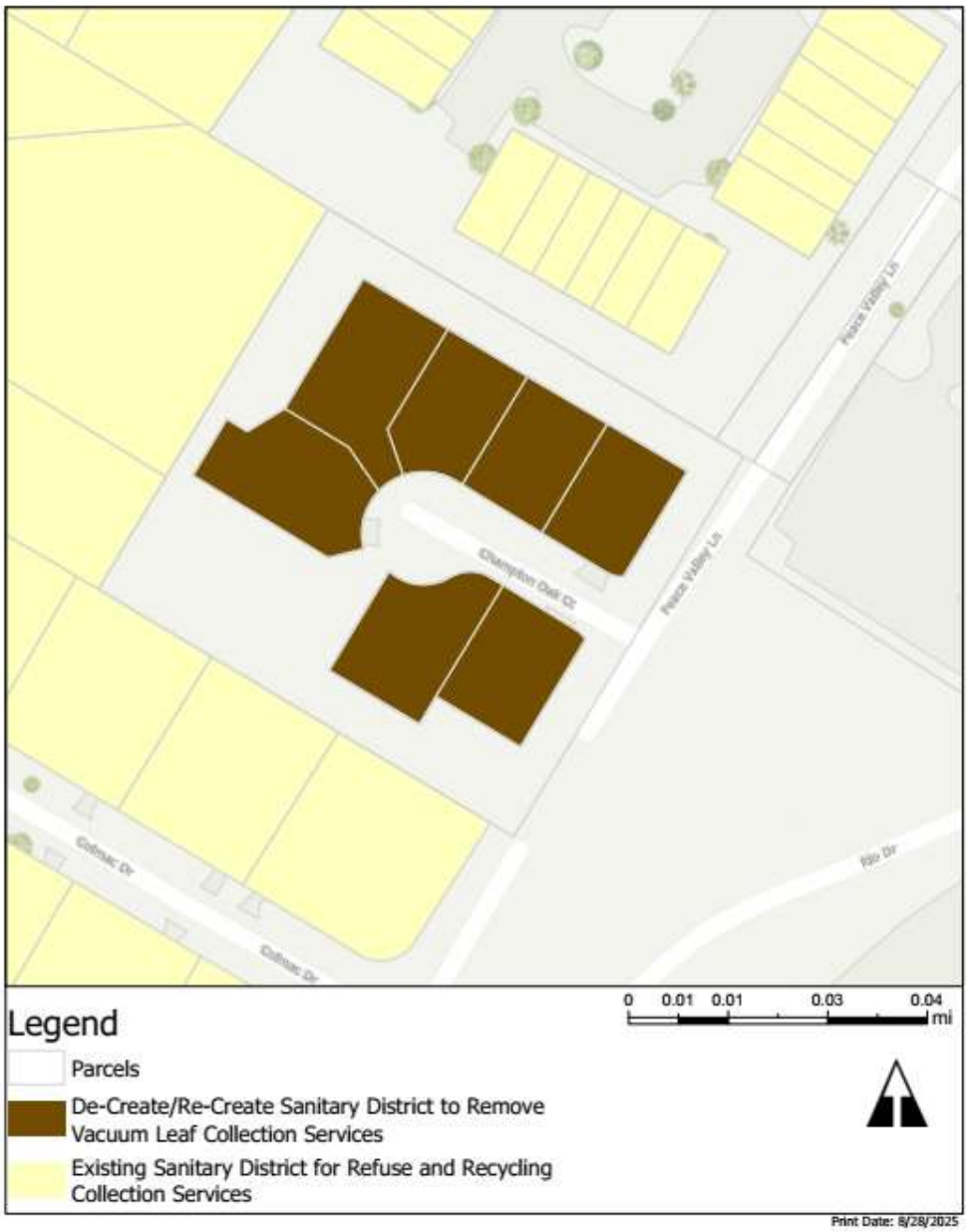
AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Champion Oak Court Area in DTA Local District 1B within Mason District is hereby created to wit:

To provide refuse/recycling and remove vacuum leaf collection service for the citizens who reside therein.

Given under my hand this____day of May, 2026

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Champion Oak Court Sanitary District Map, 7 Lots



Board Agenda Item
March 17, 2026

ADMINISTRATIVE – 10

Authorization to Execute a Revision to the Project Administration Agreement with the Virginia Department of Transportation for the Braddock Road Multimodal Improvements Phase 1 Project - Southampton Drive to Ravensworth Road (Braddock and Mason Districts)

ISSUE:
Board of Supervisors' approval of, and authorization for the Director (or designee) of the Fairfax County Department of Transportation (FCDOT) to execute, a revision to the Project Administration Agreement (PAA) with the Virginia Department of Transportation (VDOT) for the Braddock Road Multimodal Improvements Phase 1 project. This revision increases the total project estimate by approximately $11.4 million and fully funds the project. Board approval is requested via resolution (Attachment 1) and authorizes the FCDOT Director (or designee) to execute not only an amendment to the PAA, substantially in the form of Attachment 2, but also any subsequent amendments on behalf of the County.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors (Board) approve a resolution (Attachment 1) authorizing the Director of FCDOT (or designee) to execute an amendment to the PAA with VDOT, substantially in the form of Attachment 2, along with any subsequent amendments, for the funding of the Braddock Road Multimodal Improvements Phase 1 project. This agreement secures full funding for the project. The original agreement is included as Attachment 3.

TIMING:
Board approval is requested on March 17, 2026, so that VDOT can continue with implementation of project.

BACKGROUND:
Braddock Road, which runs the entire length of Fairfax County, includes several congested segments, as well as many locations with gaps in the bicycle and pedestrian network. To address the issue, the County initiated the Braddock Road Multimodal Study in 2014.

On November 21, 2017, following analysis and extensive community input, the Board approved advancing implementation of the Braddock Road Multimodal Improvements project ("the overall project") from Guinea Road to Ravensworth Road. The overall project includes intersection and corridor improvements between Guinea Road and Ravensworth Road, as well as shared-use paths and related bicycle and pedestrian facilities. Phase 1 of the project includes multimodal improvements and access management enhancements along the Braddock Road corridor for approximately 2 miles (from Southampton Drive to Ravensworth Road and north on Ravensworth Road to Heritage Drive). The improvements include innovative intersection treatments (Restricted Crossing U-Turn and Median U-Turn) at Wakefield Chapel Road and Danbury Forest Drive, bicycle/pedestrian improvements (a shared use path on the north side and improvements to the existing path on the south side), and the extension of the southbound right turn lane from Ravensworth Road to westbound Braddock Road.

The Board approved the initial agreement (Attachment 3) for Phase 1 of the project on January 23, 2024. This Board action will revise the project estimate, increasing it by approximately $11.4 million, which will fully fund all phases (full design, right-of-way, utilities and construction) of Phase 1. Increased costs are due primarily to the need for a specialized retaining wall for the project, the required reconstruction of a pedestrian bridge over the Accotink Creek, recent changes in stormwater regulations, as well as inflation and increased costs of construction materials over time.

EQUITY IMPACT:
The Braddock Road Multimodal Improvements (Phase 1) project supports the One Fairfax Policy by advancing equitable transportation access and connectivity within the Annandale and North Springfield areas. The project will provide alternative connections and improve access to schools, neighborhoods, and community serving establishments. Overall, the project has the potential to advance equity by strengthening multimodal options, mitigating traffic congestion, and supporting the County's goals for economic growth and prosperity.

FISCAL IMPACT:
Phase 1 of the project is being administered by VDOT, with local funding support. The PAA amendment between the County and VDOT reflects the increase of $11,428,667 in project costs, for a new total project estimate of $90,060,162. Staff has identified funds in the Northern Virginia Transportation Authority 30 Percent project (2G40-160-000) from Fund 40010, County and Regional Transportation Projects, to provide the $24,970,004 in revised total local funding, which includes the original $13,541,337 in

local funding and the additional $11,428,667 required by the amended PAA. The revised agreement proposes the local contribution be paid in FY 2031. In addition to the local funds, the project is currently funded with $59,090,158 in state Smart Scale funds, and $6,000,000 in Commonwealth Priority Transportation Funds. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Resolution to Execute a Revision to the Braddock Road Multimodal Improvements Phase 1 Project Administration Agreement (UPC 119477)
Attachment 2: Revision 1, Project Administration Agreement Appendix A (UPC 119477) for the Braddock Road Multimodal Improvements Phase 1 Project
Attachment 3: Original Project Administration Agreement (UPC 119477) for the Braddock Road Multimodal Improvements Phase 1 Project

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects, and Traffic Engineering Division, FCDOT
Noelle Dominguez, Chief, Coordination and Funding Division (CFD), FCDOT
Jennifer Rosales, Financial Specialist, Funding Section, CFD, FCDOT
Ray Johnson, Transportation Planner, CFD, FCDOT

ASSIGNED COUNSEL:
Joanna Faust, Assistant County Attorney

Attachment 1

RESOLUTION

AGREEMENT EXECUTION RESOLUTION
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA
FOR THE EXECUTION OF AN AGREEMENT AMENDMENT FOR THE BRADDOCK ROAD MULTIMODAL IMPROVEMENTS PHASE 1 PROJECT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, March 17, 2026, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, in accordance with the Commonwealth Transportation Board (CTB) construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project(s), if not already established, in the County of Fairfax.

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the CTB to establish a project(s), if not already established, for the funding of the Braddock Road Multimodal Improvements Phase 1 project, VDOT project number 0620-029-548, UPC 119477 ("Project").

FURTHER BE IT RESOLVED, that the County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Project Administration Agreement (PAA) Amendment (Appendix A, Revision 1 for UPC 119477, attached) executed pursuant to this resolution.

FURTHER BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of the Fairfax County Department of Transportation, or designee, to execute, on behalf of the County of Fairfax, the PAA amendment, and subsequent amendments, with the Virginia Department of Transportation, for the funding of the Project.

ADOPTED this 17th day of March, 2026

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Appendix A - VDOT Administered

Version: Revision 1 Prepared Date: 11/10/2025

Project Details

UPC:	119477	*State Project #:*	0620-029-548	*CFDA #:*	20.205
Locality UEI #:	W2ZUFMBDM378				
Locality:	County of Fairfax	*Address:*	12000 Government Center PKWY STE 214, Fairfax, Virginia 22035-0001		
Work Description:	#SMART22 - BRADDOCK ROAD MULTIMODAL IMPROVEMENTS PHASE 1 This project incl. multimodal improvements & access management along the Braddock Rd corridor for approximately 2 mi.			*Project Location (Zip +4)*	22003-4149

Project Points of Contact

Locality Project Manager		*VDOT Project Manager*	
Name:	Dan Stevens	*Name:*	Yuliya Esmond
Phone:	703 877 5670	*Phone:*	571-478-4670
Email:	daniel.stevens@fairfaxcounty.gov	*Email:*	Yuliya.Esmond@vdot.virginia.gov

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total
Priority Transportation Funds	$6,000,000	0%	$0
Smart Scale	$59,090,158	0%	$0
Local Funds	$24,970,004	100%	$24,970,004
			$0
Funding Totals	$90,060,162		$24,970,004

Note - The funds order is not indicative of the actual spend order of funds on the project.

Project Estimate

Phase	Cost
Preliminary Engineering	$ 4,522,500
Right of Way and Utilities	$ 20,795,884
Construction	$ 64,741,778
Total Estimate	$ 90,060,162

Payment Schedule

FY31	Total Payment
$ 24,970,004	$ 24,970,004.00

Payment Terms

● At Construction Award, VDOT will invoice the LOCALITY for their share of the project costs. The LOCALITY shall make one lump sum payment in the amount of $24,970,004, to VDOT, no later than 30 days after receipt of VDOT's invoice, and prior to the occurence of any Construction work.

This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

Authorized Locality Official — Date

Printed Name of Locality Official

Title of Locality Official

Authorized VDOT Official — Date

Minwoo Ha, PE
Printed Name of VDOT Official

Fairfax Preliminary Engineering Manager
Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

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VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT

Project Number	UPC	Local Government
0620-029-548	119477	Fairfax County

THIS AGREEMENT, is hereby made and effective the date of the last (latest) signature set forth below, by and between the COUNTY OF FAIRFAX, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the LOCALITY has expressed its desire to have the DEPARTMENT administer the work required to construct certain improvements within the Locality as described in Appendix C (the "Project") and has agreed to fully or partially fund the Project as set forth in this Agreement; and

WHEREAS, the funds as shown in Appendix A have all been allocated to pay the costs of the Project; and

WHEREAS, the Parties have concurred with administering the Project in accordance with the program specific requirements shown in Appendix B, based on the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct the Project in accordance with the scope of work described in Appendix C, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, the Parties have concurred in the DEPARTMENT's administration of the Project identified in this Agreement, including Appendices A, B, and C, and in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement and has demonstrated the LOCALITY'S commitment to providing local funding for the Project.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

A. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section A.

B. The DEPARTMENT shall:

1. Complete the work of the Project as identified in Appendix C, advancing such diligently as all weather, local, and other conditions reasonably permit, and in conformance to the schedule established by the Parties, which schedule shall be adjusted as needed to address impacts to the performance of the work beyond the control of the DEPARTMENT.

2. Perform or have performed, and remit all payments for, all preliminary engineering (PE), right-of-way acquisition (Right of Way), construction, contract administration, and inspection services activities for the Project as required.

3. Provide the LOCALITY a payment schedule for the LOCALITY's share of estimated Project costs for PE, Right of Way, and construction, in accordance with the tabulation provided in Appendix A.

4. Remit invoices to the LOCALITY for sums owed by LOCALITY to the DEPARTMENT in accordance with the amounts and schedule set forth in Appendix A.

5. Provide the LOCALITY with a summary of Project expenditures.

6. Notify the LOCALITY of additional Project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing activities associated with those unanticipated circumstances.

7. Upon completion of the Project, reconcile LOCALITY payments (based on LOCALITY's estimated share of costs) against actual Project costs allocable to the LOCALITY, and reimburse the LOCALITY for any overpayments by the LOCALITY or remit an invoice to LOCALITY for any underpayment or amounts still owed by the LOCALITY.

C. The LOCALITY shall:

1. Remit payments to the DEPARTMENT in accordance with the amounts and schedule provided in Appendix A, or within 30 days of receipt of an invoice issued by the DEPARTMENT, as applicable.

D. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. State and federal Project funding is limited to those identified in the Appendix A of this Agreement and is allocable only upon LOCALITY'S compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the

Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.

E. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

F. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

G. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

H. Should the project be cancelled due to action or inaction by the LOCALITY, the LOCALITY shall be responsible for reimbursement of all funds in accordance with § 33.2-214 of the Code of Virginia (1950), as amended. The LOCALITY will also be responsible for any costs associated with claims and liabilities associated with the early termination of any construction contract(s) or improvement(s) issued pursuant to this Agreement and shall promptly reimburse the DEPARTMENT for all costs incurred or expended by it in connection with the Project.

I. This Agreement may be terminated by either Party upon 60 days advance written notice to the other Party. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT within 60 days subject to the limitations established in this Agreement.

J. THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any Party.

K. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors and assigns.

L. THIS AGREEMENT may be modified in writing only upon mutual agreement of the Parties.

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IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by their duly authorized representatives, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

COUNTY OF FAIRFAX, VIRGINIA:

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Signature Date

Acting Director, Fairfax County Department of Transportation

Title

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Angel Deem 2/22/2024

Signature Date

Chief of Policy, Commonwealth of Virginia, Department of Transportation

Attachments

Appendix A
Appendix B
Appendix C

Appendix A - VDOT Administered

Version: Original

Prepared Date: 10/12/2023

Project Details

UPC:	119477	*State Project #:*	0620-029-548	*CFDA #:*	20.205
Locality UEI #:	W2ZUFMBDM378				
Locality:	Fairfax County	*Address:*	4050 Legato Road, Suite 400 Fairfax, Virginia 22033-286		
Work Description:	#SMART22 - BRADDOCK ROAD MULTIMODAL IMPROVEMENTS PHASE 1 - This project includes multimodal improvements & access management along the Braddock Rd corridor for approximately 2 mi.			*Project Location (Zip +4)*	22003-4149

Project Points of Contact

Locality Project Manager	
Name:	Tad Borkowski
Phone:	703-877-5828
Email:	wesley.minnix@fairfaxcounty.gov

VDOT Project Manager	
Name:	William Britt
Phone:	703-259-2961
Email:	Calvin.Britt@VDOT.Virginia.gov

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total
Smart Scale	$59,090,158	0%	$0
Local Funds	$13,541,337	100%	$13,541,337
Priority Transportation Funds	$6,000,000	0%	$0
			$0
Funding Totals	$78,631,495		$13,541,337

Note - The funds order is not indicative of the actual spend order of funds on the project.

Project Estimate

Phase	Cost
Preliminary Engineering	$ 2,875,000
Right of Way and Utilities	$ 21,704,760
Construction	$ 54,051,735
Total Estimate	$ 78,631,495

Payment Schedule

FY2029		Total Payment
$ *13,541,337*		$ 13,541,337.00

Payment Terms

● At Construction Award, VDOT will invoice the LOCALITY for their share of the project costs. The LOCALITY shall make one lump sum payment in the amount of $13,541,337, to VDOT, no later than 30 days after receipt of VDOT's invoice, and prior to the occurence of any Construction work.

This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

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Authorized Locality Official — Date

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Date: 2024.02.09 14:59:19 -05'00'
02/09/2024
Authorized VDOT Official — Date

Acting Director, FCDOT
Title of Locality Official

Fairfax Preliminary Engineering Manager, VDOT
Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

VDOT Administered Agreement

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
0620-029-548	119477	Fairfax County

SMART SCALE

Administration of this Project, including but not limited to the Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board's (CTB's) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT's applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan (SYIP) as a funding priority unless certain conditions set forth in the CTB's most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB's *Policy for Implementation of a Project Prioritization Process*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project.

This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or the localities within the metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.

Transportation Alternatives Program

This Project shall be administered in accordance with VDOT's most current *Transportation Alternatives Program Guide.*

Without limiting the foregoing, CTB policy for allocations from the Transportation Alternatives Programs requires that the Project must be advertised or otherwise under construction within four years of the initial Project allocation or otherwise be subject to deallocation, unless prior Department approval has been provided.

The DEPARTMENT shall conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act, unless otherwise agreed to in writing and attached to this Agreement. The LOCALITY is responsible

for implementing any environmental commitments resulting from the environmental studies. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental studies and submissions will be provided to the LOCALITY and deducted from the Project funds.

Regional Surface Transportation Program (RSTP)

Allocated Regional Surface Transportation Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Congestion Mitigation Air Quality (CMAQ)

Allocated Congestion Mitigation and Air Quality Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Revenue Sharing

This Project shall be administered in accordance with VDOT's most current *Revenue Sharing Program Guidelines.*

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the Project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair (SGR) Bridge

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must initiate the Preliminary Engineering or the Construction Phase within 24 months of award of funding or become subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's *State of Good Repair Program Prioritization Process Methodology*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same bridge structure to account for a cost increase on a previously selected Project.

State of Good Repair (SGR) Paving

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's State of Good Repair Program Prioritization Process Methodology, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

Economic Access

This Project shall be administered in accordance with VDOT's most current *Economic Development Access Program Guide.*

Airport Access

This Project shall be administered in accordance with VDOT's most current *Airport Access Program Guide.*

Recreational Access

This Project shall be administered in accordance with VDOT's most current *Recreational Access Program Guide.*

Highway Safety Improvement Program (HSIP)

This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Local Funds

All local funds included in Appendix A have been formally committed by the LOCALITY board or council, subject to appropriation.

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Authorized Locality Official Signature and Date

VDOT Administered Projects

Appendix C – Detailed Scope of Services

Project Number	UPC	Local Government
0620-029-548	119477	Fairfax County

Detailed Project Scope of Services

Scope of Work

This project will begin upon the completion of UPC 114627, which completes the design through Public Hearing and Design Approval. This project includes multimodal improvements & access management along the Braddock Rd corridor for approximately 2 miles (from Southampton Drive to Ravensworth Road and up Ravensworth Road to Heritage Drive). The improvements include innovative intersection - R-CUT & Median U-Turn at Wakefield Chapel Rd and Danbury Forest Dr. bike/ped improvements - shared used path on north side and improvements to existing path on south side and extending the southbound right turn lane from Ravensworth Road to westbound Braddock Road.

Design Phase

VDOT will perform surveys, obtain traffic count data, prepare environmental documentation and analyses, and perform all engineering necessary to develop plans pursuant to VDOT's project development process. VDOT will administer and complete Public Involvement requirements in accordance with VDOT policy and applicable regulations. VDOT will prepare complete plans for right of way acquisition and construction.

Right of Way Phase

VDOT will acquire all land rights necessary to construct the project in accordance with applicable VDOT policy and procedures. VDOT will relocate or provide for the relocation of utilities by others as required in accordance with applicable VDOT policy and procedures to facilitate project construction.

Construction Phase

VDOT will advertise, award, and administer a construction contract through project completion, acceptance, and closeout in accordance with applicable VDOT policy and procedures.

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Authorized Locality Official Signature and Date

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Authorized VDOT Official Signature and Date

Acting Director, Fairfax County DOT
Title of Locality Official

Fairfax Preliminary Engineering Manager, VDOT
Title of VDOT Official

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RESOLUTION

AGREEMENT EXECUTION RESOLUTION
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA
FOR THE EXECUTION OF AN AGREEMENT FOR THE
BRADDOCK ROAD MULTIMODAL IMPROVEMENT PHASE I PROJECT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, January 23, 2024, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, in accordance with the Commonwealth Transportation Board (CTB) construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project(s), if not already established, in the County of Fairfax.

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the Commonwealth Transportation Board to establish a project(s), if not already established, for the funding of the Braddock Road Multimodal Improvement Phase I project, VDOT project number0620-029-548, UPC 119477 ("Project").

FURTHER BE IT RESOLVED, that the County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Project Administration Agreement ("PAA" attached) and associated financial documents (Appendices A, B, and C of Attachment 2),executed pursuant to this resolution.

FURTHER BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of the Fairfax County Department of Transportation to execute, on behalf of the County of Fairfax, the PAA with the Virginia Department of Transportation, for the funding of the Project.

ADOPTED this 23rd day of January, 2024.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
March 17, 2026

ACTION - 1

Approval of a Resolution to Extend the Cable Franchise Term of CoxCom, LLC

ISSUE:
Adoption of a resolution (Attachment 1) authorizing the County Executive or designee to execute the necessary agreement(s) to extend the term of Cox's cable franchise through March 31, 2031 (Attachment 2).

RECOMMENDATION:
The County Executive recommends that the Board adopt a resolution authorizing him or his designee to enter into agreements with Cox sufficient to extend the term of Cox's cable franchise through March 31, 2031, without change in the terms and conditions of the franchise.

TIMING:
Board action is requested on March 17, 2026, as the current extension of Cox's franchise agreement expires on March 31, 2026.

BACKGROUND:
Section 546 of the federal Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 521 *ff.*, governs the process by which a local community may renew a cable franchise. The process normally used requires negotiation between the cable operator and the community regarding the terms and conditions of a new franchise agreement, consistent with federal and state law.

In 2020, Cox and County staff began discussions regarding renewal of the Franchise. Under the present circumstances, both parties are seeking to extend the current franchise agreement. Authorization to extend the term not to exceed March 31, 2031, will maintain the parties' existing rights and obligations.

EQUITY IMPACT:
This action supports digital access and literacy, a One Fairfax area of focus, as the continued operation of Cox's cable communications system offers information and entertainment to all County residents.

These communications capabilities serve two of the County's strategic outcome areas: lifelong education and learning, and cultural and recreational opportunities. In particular, the provision of public, educational, and governmental access channels on the cable system gives individual residents and groups a voice that can be heard throughout the County, as well as access to telecourses and other learning programs. Fairfax County Government Channel 16 also serves the goal of effective and efficient government by making the County government's activities transparent and accessible to County residents.

The recommended action maintains the current benefits of the Cox franchise without regard to potentially discriminatory factors. Thus, the cable franchise helps advance the goal of equal opportunities for all residents.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed resolution
Attachment 2 – Draft agreement with Cox

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Rebecca L. Makely, Director, Department of Cable and Consumer Services
Frederick E. Ellrod III, Department of Cable and Consumer Services

ASSIGNED COUNSEL:
John A. Dorsey, Assistant County Attorney
Joanna L. Faust, Senior Assistant County Attorney

ATTACHMENT 1

RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE OR DESIGNEE TO SIGN AGREEMENTS WITH COXCOM, LLC

At a regular meeting of the Fairfax County Board of Supervisors ("Board of Supervisors") on March 17, 2026, at which a quorum was present and voting, the following resolution was adopted in public session.

WHEREAS:

1. Section 2(c) of the Cable Franchise Agreement by and between Fairfax County, Virginia, and CoxCom, LLC, approved by the Fairfax County Board of Supervisors on May 14, 2013 ("Franchise Agreement"), established the term of the Franchise as 10 years from the effective date, defined in Section 1(p) as June 9, 2013; and

2. By agreement dated March 31, 2023, the term of the Franchise was extended through March 31, 2026;

NOW, THEREFORE, be it resolved by the Board of Supervisors that the County Executive or designee is authorized to sign an agreement in substantially the form attached, and any subsequent amendments necessary to extend the term of the Franchise Agreement through March 31, 2031.

GIVEN under my hand this 17th day of March, 2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors

AGREEMENT EXTENDING
THE TERM OF THE CABLE FRANCHISE GRANTED TO
COXCOM, LLC

This Agreement is made this _____ day of _____, 2026, by and between the County of Fairfax, Virginia (hereinafter the "County"), and CoxCom, LLC (hereinafter "Cox").

WHEREAS, the County has granted a franchise ("Franchise") to Cox pursuant to the Cable Franchise Agreement by and between Fairfax County, Virginia, and CoxCom, LLC, approved by the Fairfax County Board of Supervisors on May 14, 2013 ("Franchise Agreement), and Chapter 9.2 of the County Code, as amended, collectively referred to as the "Franchise Documents"; and

WHEREAS, Cox initiated the franchise renewal process consistent with Section 626 of the Cable Communications Policy Act of 1984, as amended ("Cable Act"), via letter to the County dated July 15, 2020; and

WHEREAS, based on an extension dated March 31, 2023, the Franchise is currently scheduled to expire on March 31, 2026; and

WHEREAS, the County and Cox each desire to enter into an amendment extending the term of the Franchise as set forth herein; and

WHEREAS, Section 2(c) of the Franchise Agreement provides that it may be extended by mutual agreement;

NOW, THEREFORE, in consideration of the promises and undertakings herein, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. The Franchise is hereby extended through _____ (the "extension

period").

Section 2. During the extension period, all the terms and conditions set forth in the Franchise Documents shall remain in full force and effect.

Section 3. This extension shall be without prejudice to any rights of either party under the Cable Act, the Franchise, or applicable law. No claim that either party may have against the other shall be released or otherwise affected by this extension.

Section 4. Nothing in this Agreement obliges the County to grant Cox a renewal franchise, and this Agreement shall not be interpreted as a renewal of the Franchise or as a commitment to renew.

Section 5. Counterparts: This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have signed on the day first above written.

County of Fairfax, Virginia

By _____
Bryan J. Hill
County Executive

CoxCom, LLC

By _____
Catherine Mitchell
SVP Network and Field Operations

Board Agenda Item
March 17, 2026

ACTION – 2

Approval of a Resolution to Extend the Cable Franchise Term of Comcast Cable Communications Management, LLC

ISSUE:
Adoption of a resolution (Attachment 1) authorizing the County Executive or designee to execute the necessary agreement(s) to extend the term of Comcast's cable franchise through March 31, 2031 (Attachment 2).

RECOMMENDATION:
The County Executive recommends that the Board adopt a resolution authorizing him or his designee to enter into agreements with Comcast sufficient to extend the term of Comcast's cable franchise through March 31, 2031, without change in the terms and conditions of the franchise.

TIMING:
Board action is requested on March 17, 2026, as the current extension of Comcast's franchise agreement expires on March 31, 2026.

BACKGROUND:
Section 546 of the federal Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 521 *ff.*, governs the process by which a local community may renew a cable franchise. The process normally used requires negotiation between the cable operator and the local franchising authority regarding the terms and conditions of a new franchise agreement, consistent with federal and state law.

In 2020, Comcast and County began discussions regarding renewal of the Franchise. Under the present circumstances, both parties are seeking to extend the current franchise agreement. Authorization to extend the term not to exceed March 31, 2031, will maintain the parties' existing rights and obligations.

EQUITY IMPACT:
This action supports digital access and literacy, a One Fairfax area of focus, as the continued operation of Comcast's cable communications system offers information and entertainment to all County residents in the Reston franchise area.

These communications capabilities serve two of the County's strategic outcome areas: lifelong education and learning, and cultural and recreational opportunities. In particular, the provision of public, educational, and governmental access channels on the cable system gives individual residents and groups a voice that can be heard throughout the County, as well as access to telecourses and other learning programs. Fairfax County Government Channel 16 also serves the goal of effective and efficient government by making the County government's activities transparent and accessible to County residents.

The recommended action maintains the current benefits of the Comcast franchise without regard to potentially discriminatory factors. Thus, the cable franchise helps advance the goal of equal opportunities for all residents.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed resolution
Attachment 2 – Draft agreement with Comcast

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Rebecca L. Makely, Director, Department of Cable and Consumer Services
Frederick E. Ellrod III, Department of Cable and Consumer Services

ASSIGNED COUNSEL:
John A. Dorsey, Assistant County Attorney
Joanna L. Faust, Senior Assistant County Attorney

RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE OR DESIGNEE TO SIGN AGREEMENTS WITH COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

At a regular meeting of the Fairfax County Board of Supervisors ("Board of Supervisors") on March 17, 2026, at which a quorum was present and voting, the following resolution was adopted in public session.

WHEREAS:

1. Section 2(c) of the Cable Franchise Agreement Between Fairfax County, Virginia, and Comcast of Virgina, Inc., the predecessor-in-interest of Comcast Cable Communications Management, LLC, approved by the Fairfax County Board of Supervisors on May 23, 2005 ("Franchise Agreement"), established the term of the Franchise as 15 years from the effective date, defined in Section 2(g) as July 1, 2005; and

2. By agreement dated June 18, 2020, the term of the Franchise was extended through December 31, 2020; and

3. By agreement dated December 9, 2020, the term of the Franchise was extended through December 31, 2021; and

4. By agreement dated December 10, 2021, the term of the Franchise was extended through December 31, 2022; and

5. By agreement dated December 23, 2022, the term of the Franchise was extended through June 30, 2023; and

6. By agreement dated March 31, 2023, the term of the Franchise was extended through March 31, 2026;

NOW, THEREFORE, be it resolved by the Board of Supervisors that the County Executive or designee is authorized to sign an agreement in substantially the form attached, and any subsequent amendments necessary to extend the term of the Franchise Agreement through March 31, 2031.

GIVEN under my hand this 17th day of March, 2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors

AGREEMENT EXTENDING
THE TERM OF THE CABLE FRANCHISE GRANTED TO
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

This Agreement is made this _____ day of _____, 2026, by and between the County of Fairfax, Virginia (hereinafter the "County"), and Comcast Cable Communications Management, LLC (hereinafter "Comcast").

WHEREAS, the County has granted a franchise ("Franchise") to Comcast pursuant to the Cable Franchise Agreement by and between Fairfax County, Virginia, and Comcast of Virginia, Inc., the predecessor-in-interest of Comcast Cable Communications Management, LLC, approved by the Fairfax County Board of Supervisors on May 23, 2005 ("Franchise Agreement"), and Chapter 9.2 of the County Code, as amended, collectively referred to as the "Franchise Documents"; and

WHEREAS, Comcast initiated the franchise renewal process consistent with Section 626 of the Communications Act of 1984, as amended ("Cable Act") via letter to the County dated August 8, 2017; and

WHEREAS, based on an extension dated March 31, 2023, the Franchise is currently scheduled to expire on March 31, 2026; and

WHEREAS, the County and Comcast each desire to enter into an amendment extending the term of the Franchise as set forth herein; and

WHEREAS, Section 2(c) of the Franchise Agreement provides that it may be extended by mutual agreement;

NOW, THEREFORE, in consideration of the promises and undertakings herein, the receipt and

adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. The Franchise is hereby extended through _____ (the "extension period").

Section 2. During the extension period, all the terms and conditions set forth in the Franchise Documents shall remain in full force and effect.

Section 3. This extension shall be without prejudice to any rights of either party under the Cable Act, the Franchise, or applicable law. No claim that either party may have against the other shall be released or otherwise affected by this extension.

Section 4. Nothing in this Agreement obliges the County to grant Comcast a renewal franchise, and this Agreement shall not be interpreted as a renewal of the Franchise or as a commitment to renew.

Section 5. Counterparts: This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have signed on the day first above written.

County of Fairfax, Virginia

By _____
Bryan J. Hill
County Executive

Comcast Cable Communications
Management, LLC

By _____
Misty Allen
VP Government & Regulatory Affairs

Board Agenda Item
March 17, 2026

ACTION – 3

Approval of a Resolution to Extend the Cable Franchise Term of Verizon Virginia LLC

ISSUE:
Adoption of a resolution (Attachment 1) authorizing the County Executive or designee to execute the necessary agreement(s) extending the term of Verizon's cable franchise through March 31, 2031 (Attachment 2).

RECOMMENDATION:
The County Executive recommends that the Board adopt a resolution authorizing him or his designee to enter into agreements with Verizon sufficient to extend the term of Verizon's cable franchise through March 31, 2031, without change in the terms and conditions of the franchise.

TIMING:
Board action is requested on March 17, 2026, as the current extension of Verizon's franchise agreement expires on March 31, 2026.

BACKGROUND:
Section 546 of the federal Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 521 *ff.*, governs the process by which a local community may renew a cable franchise. The process normally used requires negotiation between the cable operator and the community regarding the terms and conditions of a new franchise agreement, consistent with federal and state law.

In 2020, Verizon and County began discussions regarding renewal of the Franchise. Under the present circumstances, both parties are seeking to extend the current franchise agreement. Authorization to extend the term not to exceed March 31, 2031, will maintain the parties' existing rights and obligations.

EQUITY IMPACT:
This action supports digital access and literacy, a One Fairfax area of focus, as the continued operation of Verizon's cable communications system offers information and entertainment to all County residents.

These communications capabilities serve two of the County's strategic outcome areas: lifelong education and learning, and cultural and recreational opportunities. In particular, the provision of public, educational, and governmental access channels on the cable system gives individual residents and groups a voice that can be heard throughout the County, as well as access to telecourses and other learning programs. Fairfax County Government Channel 16 also serves the goal of effective and efficient government by making the County government's activities transparent and accessible to County residents.

The recommended action maintains the current benefits of the Verizon franchise without regard to potentially discriminatory factors. Thus, the cable franchise helps advance the goal of equal opportunities for all residents.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed resolution
Attachment 2 – Draft agreement with Verizon

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Rebecca L. Makely, Director, Department of Cable and Consumer Services
Frederick E. Ellrod III, Department of Cable and Consumer Services

ASSIGNED COUNSEL:
John A. Dorsey, Assistant County Attorney
Joanna L. Faust, Senior Assistant County Attorney

ATTACHMENT 1

RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE OR DESIGNEE TO SIGN AGREEMENTS WITH VERIZON VIRGINIA LLC

At a regular meeting of the Fairfax County Board of Supervisors ("Board of Supervisors") on March 17, 2026, at which a quorum was present and voting, the following resolution was adopted in public session.

WHEREAS:

1. Section 2.3 of the Cable Franchise Agreement by and between Fairfax County, Virginia, and Verizon Virginia Inc., the predecessor-in-interest of Verizon Virginia LLC, approved by the Fairfax County Board of Supervisors on September 26, 2005 ("Franchise Agreement"), established the term of the Franchise as 15 years from the effective date, defined in Section 2.3 as October 1, 2005; and

2. By agreement dated September 30, 2020, the term of the Franchise was extended through March 31, 2021; and

3. By agreement dated March 30, 2021, the term of the Franchise was extended through March 31, 2022; and

4. By agreement dated March 9, 2022, the term of the Franchise was extended through March 31, 2023; and

5. By agreement dated March 31, 2023, the term of the Franchise was extended through March 31, 2026;

NOW, THEREFORE, be it resolved by the Board of Supervisors that the County Executive or designee is authorized to sign an agreement in substantially the form attached, and any subsequent amendments necessary to extend the term of the Franchise Agreement through March 31, 2031.

GIVEN under my hand this 17th day of March, 2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors

AGREEMENT EXTENDING
THE TERM OF THE CABLE FRANCHISE GRANTED TO
VERIZON VIRGINIA LLC

This Agreement is made this _____ day of _____, 2026, by and between the County of Fairfax, Virginia (hereinafter the "County"), and Verizon Virginia LLC (hereinafter "Verizon").

WHEREAS, the County has granted a franchise ("Franchise") to Verizon pursuant to the Cable Franchise Agreement by and between Fairfax County, Virginia, and Verizon Virginia Inc., the predecessor-in-interest of Verizon Virginia LLC, approved by the Fairfax County Board of Supervisors on September 26, 2005 ("Franchise Agreement), and Chapter 9.2 of the County Code, as amended, collectively referred to as the "Franchise Documents"; and

WHEREAS, Verizon initiated the franchise renewal process consistent with Section 626 of the Cable Communications Policy Act of 1984, as amended ("Cable Act"), via letter to the County dated February 15, 2018; and

WHEREAS, based on an extension dated March 31, 2023, the Franchise is currently scheduled to expire on March 31, 2026; and

WHEREAS, the County and Verizon each desire to enter into an amendment extending the term of the Franchise as set forth herein; and

WHEREAS, Section 2.3 of the Franchise Agreement provides that it may be extended by mutual agreement;

NOW, THEREFORE, in consideration of the promises and undertakings herein, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. The Franchise is hereby extended through _____ (the "extension period").

Section 2. During the extension period, all the terms and conditions set forth in the Franchise Documents shall remain in full force and effect.

Section 3. This extension shall be without prejudice to any rights of either party under the Cable Act, the Franchise, or applicable law. No claim that either party may have against the other shall be released or otherwise affected by this extension.

Section 4. Nothing in this Agreement obliges the County to grant Verizon a renewal franchise, and this Agreement shall not be interpreted as a renewal of the Franchise or as a commitment to renew.

Section 5. Counterparts: This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have signed on the day first above written.

County of Fairfax, Virginia

By _____
Bryan J. Hill
County Executive

Verizon Virginia LLC

By _____
LaTanya Buggs
Regional President - Consumer & Mass Business Markets

Board Agenda Item
March 17, 2026

ACTION – 4

Approval of the Reciprocal Agreement Between the Virginia Department of State Police and Fairfax County During the Police Unity Tour

ISSUE:
Board approval of the Reciprocal Agreement between the Virginia Department of State Police and Fairfax County during the Police Unity Tour.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Chief of Police to sign the Reciprocal Agreement between the Virginia Department of State Police and Fairfax County during the Police Unity Tour.

TIMING:
Board action is requested on March 17, 2026.

BACKGROUND:
This Agreement establishes the powers and responsibilities of both the Fairfax County Police Department (FCPD) and the Virginia Department of State Police (VSP) during the upcoming Police Unity Tour. The Tour was first organized by Officer Patrick P. Montuore of the Florham Park Police Department in May 1997. The Tour is an annual, three-day bicycle ride from central Virginia to Washington, D.C., which draws in law enforcement officers and supporters from around the country to raise awareness about officers who have died in the line of duty.

From May 10, 2026, through May 12, 2026, the Tour will be traveling through the Commonwealth of Virginia. Members of the FCPD and of the VSP, in the course of their duties, both provide law enforcement escorts to vehicles or processions within the areas of their respective jurisdictional authority in Virginia. The two departments believe that a cooperative effort between them would be the most advantageous means to provide escort services for the Tour and ensure the safety of its participants. This Agreement provides that any FCPD officer who assists the VSP in escorting bicycle riders or Tour-related support vehicles, on the specified dates and along the designated route, shall possess the same power, rights, benefits, privileges, and immunities from liability as the officer would while operating within Fairfax County, including the authority to direct traffic and control intersections. All such officers shall be in uniform and display his or her badge of authority.

Board Agenda Item
March 17, 2026

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Reciprocal Agreement Between The County of Fairfax, Virginia and The Virginia Department of State Police (Note: This attachment includes Exhibit A of the Agreement, Police Unity Tour – Virginia Ride Route.)

STAFF:
Thomas Arnold, Deputy County Executive
Kevin Davis, Chief of Police, Police Department

ASSIGNED COUNSEL:
Brent J. Schultheis, Assistant County Attorney

RECIPROCAL AGREEMENT

BETWEEN

THE COUNTY OF FAIRFAX, VIRGINIA

AND

THE VIRGINIA DEPARTMENT OF STATE POLICE

By virtue of the authority contained in Section 15.2-1726 of the Code of Virginia, 1950, as amended, this Reciprocal Agreement is entered into by and between the County of Fairfax and the Virginia Department of State Police.

WITNESSETH:

WHEREAS, the Police Unity Tour is an annual, three-day bicycle ride from central Virginia to Washington, D.C., which draws in law enforcement officers and supporters from around the country to raise awareness about officers who have died in the line of duty; and

WHEREAS, from May 10, 2026 through May 12, 2026, the Police Unity Tour will be traveling through the Commonwealth of Virginia along a route that is set forth in the document attached hereto as Exhibit "A," which is incorporated by reference herein; and

WHEREAS, members of the Fairfax County Police Department and the Department of State Police, in the course of their respective duties, have occasion to provide law enforcement escorts to vehicles or processions within the areas of their respective jurisdictional authority in Virginia; and

WHEREAS, the County of Fairfax and the Department of State Police believe that a cooperative effort between the Fairfax County Police Department and the Department of State Police would be an advantageous means to provide escort services for the Police Unity Tour and to ensure the safety of its riders, other motorists and pedestrians as it travels through the Commonwealth; and

WHEREAS, members of the Fairfax County Police Department, in the interest of safe and efficient law enforcement practices, need the ability to exercise police authority and jurisdiction while in the performance of their duties escorting processions such as the Police Unity Tour; and

WHEREAS, pursuant to Virginia Code § 15.2-1726, the County of Fairfax and the Department of State Police may enter into a reciprocal agreement with each other, subject to such conditions as they may prescribe, for cooperation in the furnishing of police services;

NOW, THEREFORE, the parties hereto jointly resolve and agree:

1. The parties wish to maintain the integrity and independence of their respective police forces; however, they are entering into this Reciprocal Agreement to provide more efficient escort services for the Police Unity Tour.
2. Any Fairfax County Police officer who participates with officers of the Department of State Police in the escort of bicycle riders or support vehicles associated with the Police Unity Tour, while performing his or her duties within the Commonwealth of Virginia on the dates and along the route specified in this Reciprocal Agreement, shall have the same powers, rights, benefits, privileges, and immunities from liability as he or she has when operating within Fairfax County, including, but not limited to, the authority to direct vehicle traffic and control intersections.
3. While providing the escort described in this Reciprocal Agreement, every law enforcement officer participating in such escort from the Fairfax County Police Department and the Department of State Police shall be in uniform and display his or her badge of authority.

4. It is the intent and purpose of this Reciprocal Agreement that there be the fullest cooperation between the Fairfax County Police Department and the Department of State Police. In furtherance of coordinated operations, the respective departments will each ensure that any information necessary to the planning and execution of this escort is communicated to the other in a timely manner.

5. All pensions, insurance, workers compensation and other benefits enjoyed by said officers of the Fairfax County Police Department and the Department of State Police who perform escort duties under this Reciprocal Agreement shall be the sole responsibility of their employing law enforcement agency. The County of Fairfax and the Department of State Police shall be solely responsible for the salaries of their respective officers performing duties pursuant to this Agreement. Neither party to this Agreement shall be obligated to indemnify or hold the other harmless against any claims, demands or liabilities of any nature that are asserted by participating officers or third parties and arise out of the services performed hereunder.

6. Each Department shall be responsible for the supervision of its own personnel. Additionally, each Department shall be responsible for the acts or omissions of its own personnel pursuant to this agreement.

7. No amendment or enlargement of this Reciprocal Agreement shall be effective unless executed in writing and agreed to by the parties hereto.

8. Either party may terminate this Reciprocal Agreement at any time by giving thirty (30) days prior written notice of its desire to terminate this Agreement to the other party's chief law enforcement officer.

IN WITNESS WHEREOF, the parties hereto have executed this Reciprocal Agreement on the dates indicated below by the signatures of their duly authorized agents:

Board of Supervisors of Fairfax County, Virginia	Virginia Department of State Police
By: _____	By: _____
Print: Kevin Davis	Print: Colonel Jeffrey Katz
Title: Chief of Police, Fairfax County Police Department	Title: Superintendent, Virginia Department of State Police
Date: _____	Date: _____

Police Unity Tour Chapter IV – Virginia Ride Route

DAY 1 – May 10th – Richmond to Charlottesville			
Total Day1 Miles	**Stop to Stop Miles**	**DEPART - Double Tree Richmond/Midlothian 1021 Koger Center Blvd. Richmond, VA 23235 (804) 364-3600**	**Approx Arrival Time**
0.0	0.0	Start Right out of the hotel onto Koger Center Blvd	7:30
1.0	1.0	Right onto Mall Drive	
2.0	1.0	Left onto Roboius Road (becomes Huguenot Trail)	
15.0	**15.0**	**BREAK 1 – FINE CREEK VFD - 1825 Huguenot Trail, Powhatan, VA**	**8:35**
-----	0.0	Left out of Parking Lot onto Huguenot Trail toward Goochland	8:50
23.1	8.1	Right onto Route 522	
27.4	4.3	Left onto Route 522/VA 6 (River Rd.)	
29.2	1.8	Bear Right staying on Route 522 (Sandy Hook Rd.)	
40.3	**25.3**	**BREAK 2 – Central Assembly of God - 5052 Cross County Road, Mineral, VA**	**10:30**
-----	0.0	Right onto Route 522	10:50
51.2	10.9	Left on 522 North at stop sign (T-intersection – Jefferson Hwy – Rt. 33) towards Mineral	
51.9	0.7	Bear right to stay on 522 north towards Louisa	
55.7	3.8	Straight thru traffic light in Town of Mineral onto Rt. 22/208 towards Louisa	
61.3	**21**	**BREAK 3 – LUNCH – Louisa Baptist Church - 305 E. Main St., Louisa, VA**	**12:15**
-----	0.0	Right out of parking lot onto Route 33 towards Gordonsville	1:15
74.6	13.3	33/15 split – bear right at stop sign.	
75.9	1.3	Right on East Baker Street.	
76.1	**14.8**	**BREAK 4 – Gordonsville Fire Station, Engine 24 - 301 East Baker Street, Gordonsville, VA**	**2:15**
-----	0.0	Left out of parking lot onto Baker Street.	2:35
76.3	0.2	Right onto Route 33 (Main Street).	
76.6	0.3	Enter traffic circle and take 3rd exit - right onto 15/231 south (33/22) towards Cismont	
87.1	10.5	At Cismont, road turns into Route 22.	
92.2	5.1	Right turn into parking area	
92.4	**16.3**	**BRIEF STOP – First Church of the Nazarene - 3056 Louisa Rd., Keswick, VA (JUST UNDER I64 BRIDGE, RIGHT SIDE-NO SIGN)**	**3:40**
-----	0.0	Right turn out of parking area back onto Route 22.	3:55
92.6	0.2	Right onto Route 250 west (22) towards Charlottesville.	
99.3	6.7	Right onto Hydraulic Rd.	
99.8	0.5	Right onto Rt29	
100.7	0.9	Right onto Branchlands Blvd.	
100.8	**8.4**	**ARRIVE – Fairfield Inn and Suites - 577 Branchlands Blvd, Charlottesville, VA**	**4:45**

EXHIBIT A

Police Unity Tour Chapter IV – Virginia Ride Route

DAY 2 – May 11th – Charlottesville to Warrenton			
Total Day2 Miles	**Stop to Stop Miles**	**DEPART – Fairfield Inn and Suites (577 Branchlands Blvd, Charlottesville, Va. 22901)**	**Approx Arrival Time**
0.0	0.0	Left onto Branchlands Blvd.	8:00
0.1	0.1	Right onto RT29.	
9.6	9.5	Stay on Rt29 until Left onto Route 29	
9.7	**9.7**	**BREAK 1 – Right into Dunkin Donuts - 5920 Seminole Trail, Ruckersville, VA**	**8:40**
-----	0.0	Right on Route 29.	9:00
12.7	3.0	Right on Route 33 east towards Gordonsville.	
19.2	**9.5**	**BREAK 2 – Barboursville VFD - 5251 Spotswood Trail, Barboursville, VA**	**9:40**
-----	0.0	Left out of the parking lot onto Route 33.	9:55
19.5	0.3	Left on Route 20 (scenic route).	
31.3	11.8	Right onto Caroline Street in the Town of Orange.	
31.5	**12.3**	**BREAK 3 – LUNCH - Orange VFD - 205 Caroline Street, Orange, VA**	**10:50**
-----	0.0	Right out of Orange VFD parking lot	11:50
31.6	0.1	Right on Route 15 – cross over Route 20 & continue out of town.	
44.1	**12.6**	**BREAK 4 – George Washington Carver Agricultural Research Center - 9432 N. James Madison Hwy, Rapidan, VA**	**12:15**
-----	0.0	Right on Route 15	12:30
50.3	6.2	Route 15 (Orange Rd) and Route 522 (Germanna Hwy) – continue straight through intersection	
52.8	2.5	Right on Montanus Drive	
53.2	**9.1**	**BREAK 5 – Culpeper Target - 15341 Montanus Drive, Culpeper, VA**	**1:20**
-----	0.0	Exit Target lot and take a left onto Route 15 south (Brandy Road).	1:50
53.7	0.5	Right onto Ira Hoffman Road.	
55.3	1.6	Right on Route 229 (Rixeyville Road).	
68.7	**15.5**	**BRIEF STOP – Route 211 - Quick stop at commuter lot on right**	**2:30**
-----	0.0	Right on Route 29/211	
75.4	6.7	Left on 211 East/29 North Business	
76.8	1.4	Right onto Blackwell Rd	
77.0	**8.3**	**ARRIVE - Hampton Inn - 501 Blackwell Road, Warrenton, VA**	**3:50**

EXHIBIT A

Police Unity Tour Chapter IV – Virginia Ride Route

DAY 3 – May 12th – Warrenton to the NLEOM			
Total Day3 Miles	**Stop to Stop Miles**	**DEPART – Hampton Inn (501 Blackwell Road, Warrenton, VA 20186)**	**Approx Arrival Time**
0.0	0.0	Leave from parking lot. All riders leave from this location	8:00
0.2	0.2	Right on Route 29	
11.2	11.0	Right on Linton Hall Rd.	
11.6	**11.6**	**BREAK 1 – Gainesville Target - 13301 Gateway Center Drive, Gainesville, VA**	**8:55**
-----	0.0	Left on Gateway Center to Linton Hall Rd	9:15
11.9	0.3	Right on Linton Hall Rd	
12.0	0.1	Right on Route 29 / Lee Highway North	
25.3	13.3	Left on West Ox Rd	
25.5	0.2	Left onto Alliance Dr.	
25.8	**13.9**	**BREAK 2 – LUNCH – PSTOC - 4890 Alliance Drive, Fairfax, VA 22030**	**10:25**
-----	0.0	Exit parking lot & take a right onto Alliance Dr.	11:40
26.1	0.3	Right onto West Ox Rd. toward Route 29	
26.3	0.2	Left on Route 29 towards Fairfax City	
29.0	2.7	Straight from Main St. to Fairfax Boulevard	
31.7	2.7	Straight through Fairfax Circle	12:05
39.5	7.8	Rt50 / South Manchester Dr (Enter Arlington County)	
44.1	4.6	Left at the fork to the Teddy Roosevelt Bridge/Rt. 50 Constitution Avenue/I-66E	
45.1	1.0	Use right 2 lanes, cross bridge, and continue on Constitution Ave NW	
47.5	2.4	Right on 1st Street NE (behind Capitol)	
47.6	0.1	Left on East Capitol Street NE	
48.4	0.8	Right on 11th Street SE (Lincoln Park Bypass)	
48.5	0.1	Left on East Capitol Street NE	
48.7	0.2	Left on 13th Street SE	
48.7	1.3	Right on East Capitol Street NE straight to RFK – LOT 8	
50.2	**25.4**	**ARRIVE – RFK, Lot 8**	13:30 – 14:00

EXHIBIT A

Board Agenda Item
March 17, 2026

ACTION – 5

Approval of Water Tower and Metro Station Obelisk Signs in Tysons (Providence District)

ISSUE:
Board approval of proposed replacement signage for the Tysons water tower and new wayfinding obelisk signs at Metro Stations, pursuant to Zoning Ordinance subsection 7100.3.B(6) and as depicted in Attachments 1 and 2.

RECOMMENDATION:
The County Executive recommends that the Board approve the proposed replacement signage on the water tower as shown in Attachment 1 and the new obelisk signs as shown in Attachment 2.

TIMING:
Board action is requested on March 17, 2026, to allow the Tysons Community Alliance (TCA) to finalize coordination with Fairfax Water and WMATA and complete signage installation by the end of Fiscal Year (FY) 2026.

BACKGROUND:
The TCA proposes to replace existing signage on the water tower in Tysons and install new wayfinding obelisk signs at the four Tysons Metro Station landings (eight signs total). These projects are being coordinated with Fairfax Water and the Washington Metropolitan Area Transit Authority (WMATA), respectively. TCA is funding the project. The replacement water tower signage replaces signage installed under Comprehensive Sign Plan CSP 2014-PR-001, which approved up to two signs at 472 sq. ft. each, for a total of 944 sq. ft, at an elevation of 90'. While only one of the signs approved under the CSP was ultimately installed, the TCA would now like to install two signs (one on the southwest side and one on the northeast side). The elevation will remain at approximately 90'. This replacement signage reflects the new Tysons brand logo, accent shapes, and color scheme. The water tower signage is proposed as a vinyl application, like the existing signage. No lighting is associated with the water tower signage.

If TCA obtains Board approval of the water tower signage under Zoning Ordinance subsection 7100.3.B(6), the TCA will then continue with the Fairfax Water approval and installation process under their Policy and Procedures for Permitting Graphics on Water Tower Storage Tanks. Part of this process will include having Fairfax Water abandon the

CSP to eliminate any confusion on the governing County approval. Additional details, including the design of the proposed replacement signage, are provided in Attachment 1.

TCA, in coordination with WMATA, also proposes new obelisk signs at each of the four Metro Stations in Tysons. These signs will replace existing signs that were installed by the TCA's predecessor organization, The Tysons Partnership, primarily within VDOT right-of-way (not subject to County approval). The new signs will be located on WMATA property and have increased visibility to better serve the Tysons community. The new signs will utilize the new Tysons logo, colors, accent shapes, and provide locational guidance and a map to nearby destinations. A total of eight signs, two at each of the four Metro Stations in Tysons (one on each side of the platform), are proposed. The signs will be internally illuminated, and there is an option that includes solar panels. No electronic display board is included with this sign. Following approval of the new signs, the existing signs will be removed at the expense of the TCA. Additional details, including Zoning Ordinance requirements and the design of the new obelisk signs, are provided in Attachment 2.

This signage is part of TCA's larger effort to promote wayfinding and placemaking in Tysons. TCA has engaged extensively with community partners, business stakeholders, and residents as part of its broader rebranding and placemaking initiatives. The updated Tysons brand design reflects years of public dialogue around Tysons' evolution, including input gathered through workshops, stakeholder roundtables, and business outreach during the rebranding process. Tysons stakeholders consistently emphasized the importance of updating both the branding and the public-facing art and graphics that represent Tysons. The desire for refreshed, contemporary, and cohesive visual elements, including signage, was a recurring theme across stakeholder engagement and community discussions. In addition, the TCA will conduct a public webinar on their wayfinding efforts on February 18, 2026, in which the water tower and obelisk signs will be featured.

Approval of both the proposed replacement water tower signage and the new obelisk signs is requested, pursuant to Zoning Ordinance subsection 7100.3.B, which permits certain signs without a sign permit, including the following (*emphasis* added):

(6) Signs, erected by a public agency or appropriate organization in partnership with the Board, located within or in proximity to the Commercial Revitalization District boundaries or mixed-use areas as identified in the Comprehensive Plan. Such signs are subject to approval by the Board and all applicable outdoor advertising provisions of the Code of Virginia.

The proposed signage would be installed within the Tysons Urban Center by the Tysons Community Alliance, in coordination with Fairfax Water and WMATA. The Tysons Urban Center is identified as a mixed use area in the Comprehensive Plan.

With Board approval, additional zoning review will not be needed but the water tower signage will require a building permit. The obelisk signs will require a building plan, a building permit, and an electrical permit.

EQUITY IMPACT:
None. The installation and maintenance of the proposed signage is not anticipated to have an equity impact.

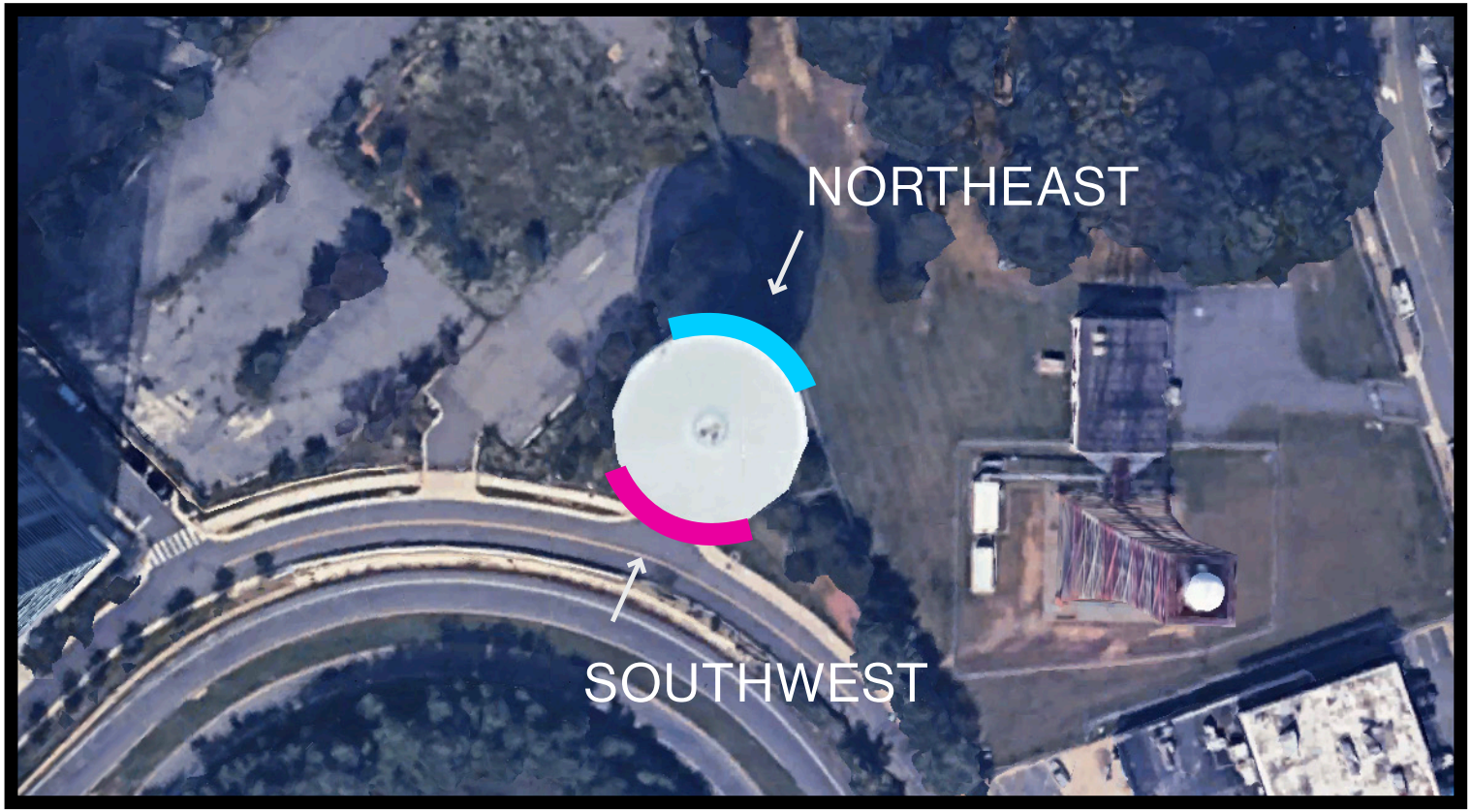
FISCAL IMPACT:
None. Installation and maintenance of the proposed signage will be funded by the Tysons Community Alliance.

ENCLOSED DOCUMENTS:
Attachment 1 – Water Tower Signage Details
Attachment 2 – Metro Station Obelisk Signage Details

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Jason Zogg, Vice President of Place and Transportation, Tysons Community Alliance
Leslie B. Johnson, Zoning Administrator, Zoning Administration Division, DPD
Suzie Battista, Planner V, Urban Centers Section, DPD

ASSIGNED COUNSEL:
Laura S. Gori, Senior Assistant County Attorney

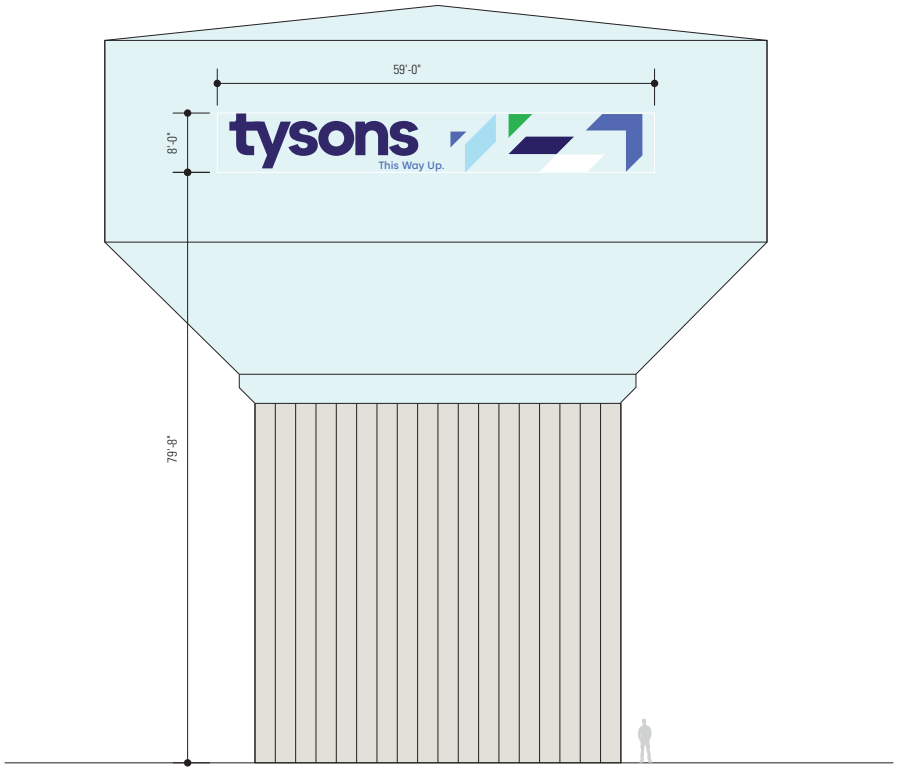
Location Plan - Water Tower Signage



Existing Signage Approved under CSP 2014-PR-001



Proposed Signage Elevation



A ELEVATION: SOUTHWEST
SCALE: 3/4"=1'-0"

FABRICATION NOTES:
Vinyl application
Background white to match existing watertower white paint
Logo to appear on Northeast and Southwest faces of the water tower

ALT: Paint to match PMS 2112 C, PMS 7481 C, PMS 304 C, PMS 2726 C, MP N202SP White Satin CC



B DETAIL
NOT TO SCALE

Proposed Signage Daytime Render



Attachment 1

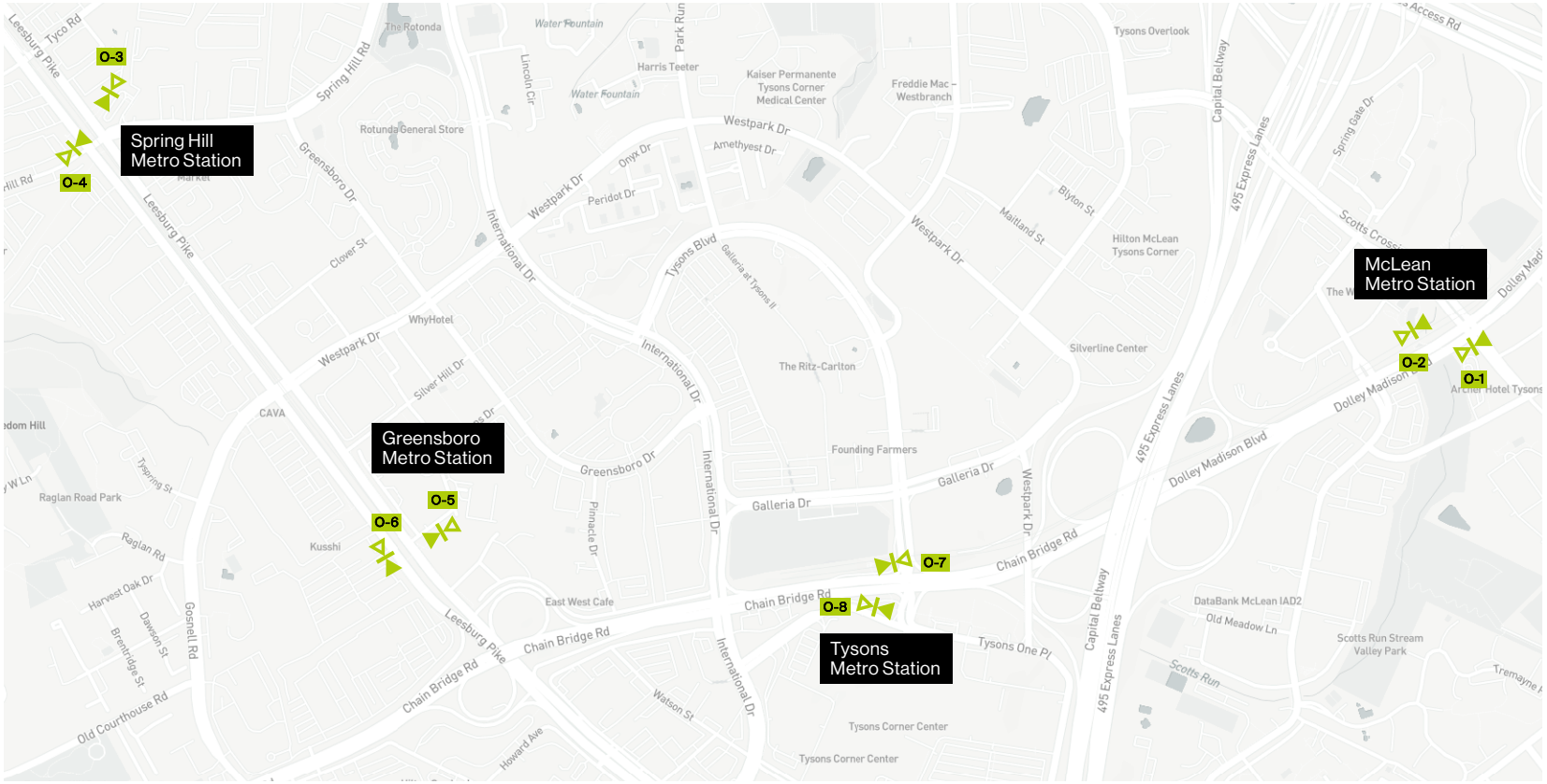
Signage Comparison - Water Tower

	Existing Signage [1]	Proposed Replacement
Width	59 ft.	59 ft.
Height	8 ft.	8 ft.

1. Existing signage was installed under CSP 2014-PR-001, which included the approval of two vinyl graphics:
   Dimensions of each sign 59' x 8'
   Total Area per Sign 472 s.f.
   Total Area of Both Signs 944 s.f.

   One of the approved signs was installed and included under "Existing Signage" above.
   The TCA seeks approval for two signs, with the "Proposed Replacement" above being the size of one sign.

Location Plan - Obelisk Signs

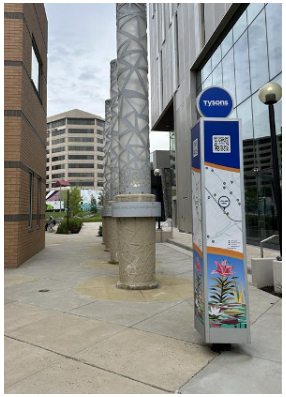


Attachment 2

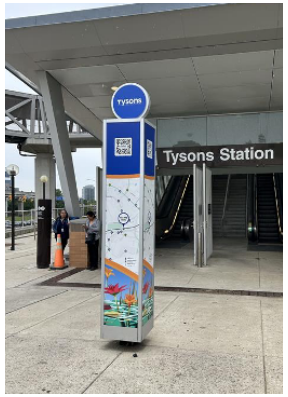
Existing Signage



Spring Hill



Greensboro



Tysons



McLean







Attachment 2

Proposed Signage Double-Sided



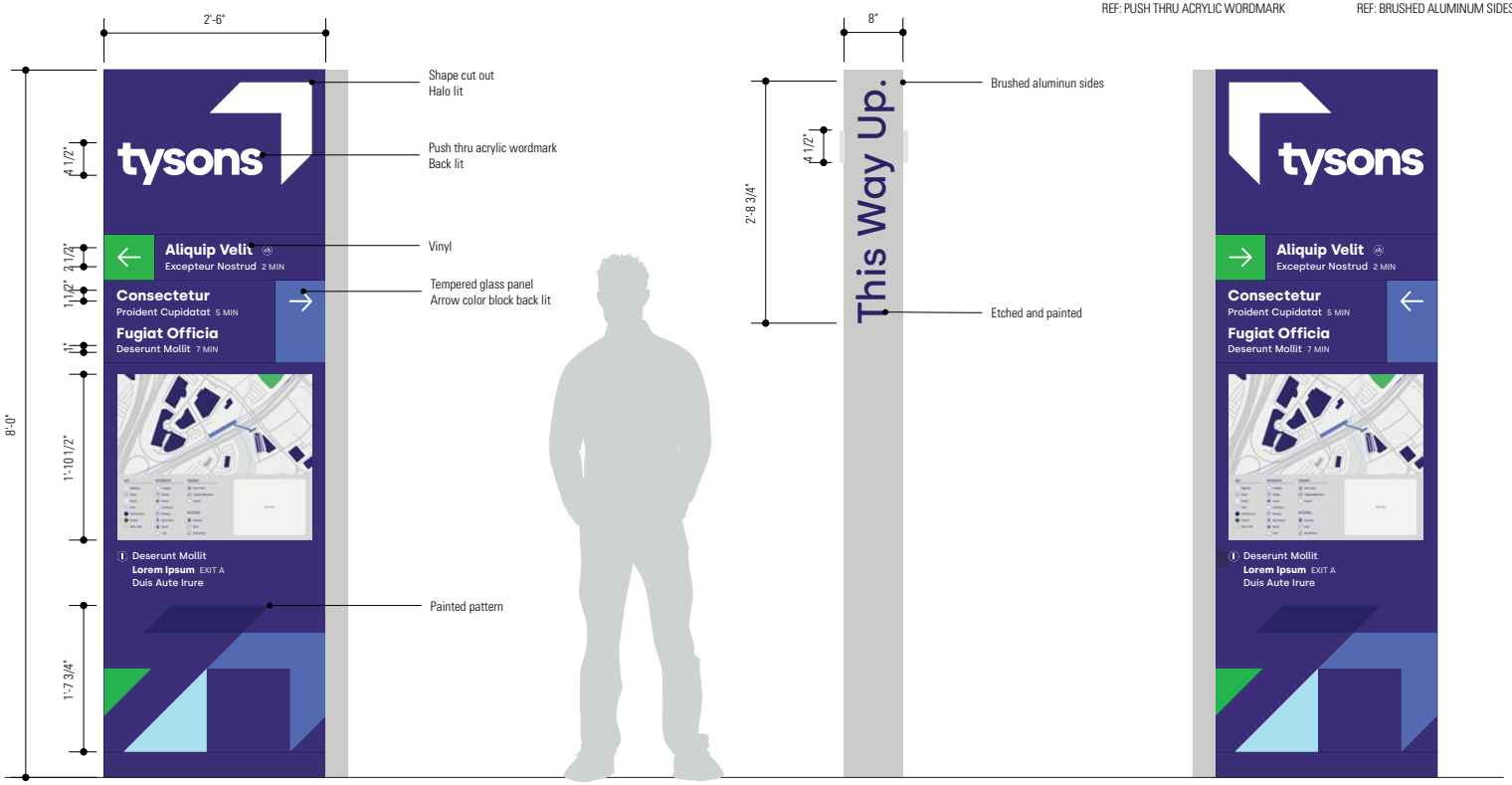
REF: PUSH THRU ACRYLIC WORDMARK



REF: BRUSHED ALUMINUM SIDES



REF: ETCHED CHARACTERS



A FRONT VIEW
SCALE: 3/4"=1'-0"

B SIDE VIEW: RIGHT
SCALE: 3/4"=1'-0"

C BACK VIEW
SCALE: 3/4"=1'-0"

FABRICATION NOTES:
Powdercoated metal panels
Brushed aluminum sides
Cut out brand shape, halo lit
Tempered glass content panels, back lit
Tempered glass map panel, back lit
Full-color brand pattern, painted

Attachment 2

Proposed Signage Single-Sided



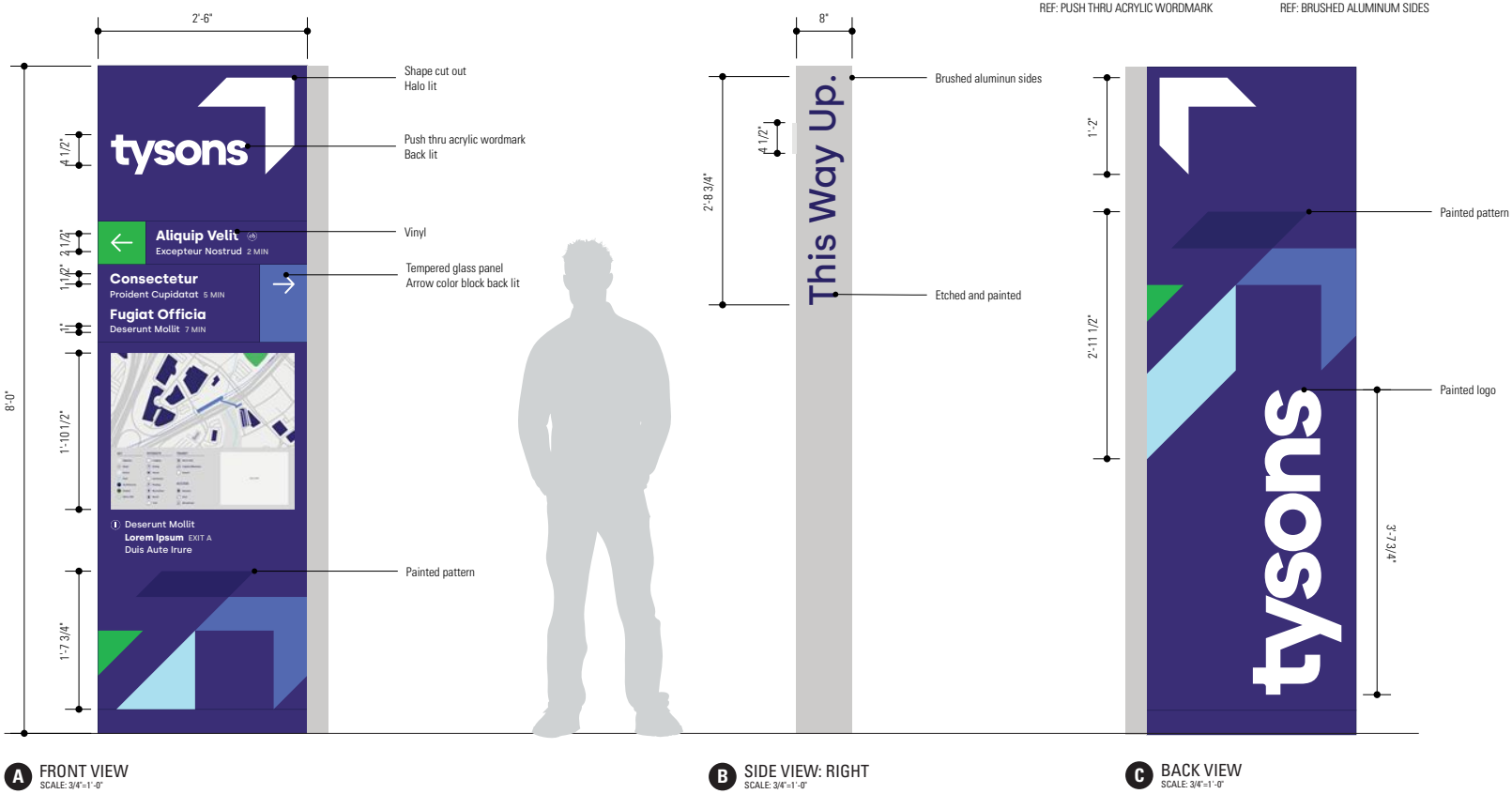
REF: PUSH THRU ACRYLIC WORDMARK



REF: BRUSHED ALUMINUM SIDES



REF: ETCHED CHARACTERS



FABRICATION NOTES:
Powdercoated metal panels
Brushed aluminum sides
Cut out brand shape, halo lit
Tempered glass content panels, back lit
Tempered glass map panel, back lit
Full-color brand pattern, painted

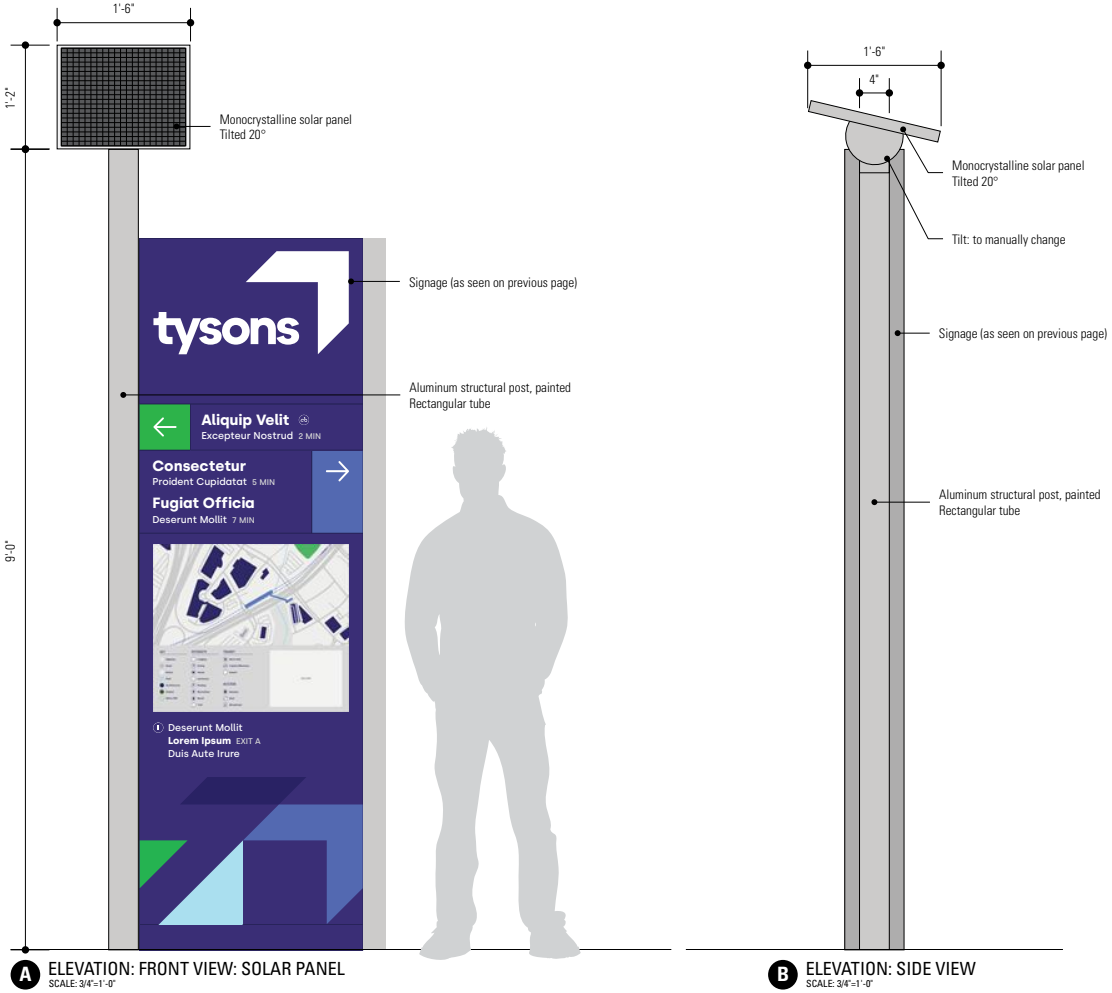
A FRONT VIEW
SCALE: 3/4"=1'-0"

B SIDE VIEW: RIGHT
SCALE: 3/4"=1'-0"

C BACK VIEW
SCALE: 3/4"=1'-0"

Attachment 2

Proposed Signage Solar



A ELEVATION: FRONT VIEW: SOLAR PANEL
SCALE: 3/4"=1'-0"

B ELEVATION: SIDE VIEW
SCALE: 3/4"=1'-0"



REF: SOLAR PANEL



REF: SOLAR PANEL

FABRICATION NOTES:
Monocrystalline PV panel
12V or 24V sealed battery
Charge controller
Photocell for automatic on/off

Proposed Signage Renders



Day



Night

Signage Comparison - Obelisk Sign

	Height	Width	Depth	Sign Message Area	Lighting type	Electronic display area & brightness	Setback	Sight Distance Triangle
Proposed Signage	8'-0"	2'-6"	8"	2.1 sq ft	- Halo lit arrow -Back-lit tempered glass map and arrows -Back-lit acrylic Tysons letters	N/A: there is no electronic display on these signs	Varies by location, but all are within WMATA property, and beyond the minimum setback requirement	All are within WMATA property, on existing plazas, and do not impede sight distance triangles when near street corners
Zoning Ordinance Requirement	8' max per subsection 7101.2.A(7)(b)	None	None	40 sq ft max per subsection 7101.2.A(7)(b)	Subsections 7101.1.A, 7101.1.B, and 5109.3.A(4)(a)	20 sq ft max per subsection 7101.1.A(1) & 100 nits max per subsection 7101.1.A(4)(a)	5' min from property line per subsection 7101.2.B(2)	Must be located outside of the site distance triangle per subsection 5100.2.D(4)(c)

Board Agenda Item
March 17, 2026

CONSIDERATION – 1

Adoption of Resolutions Dissolving the Coordinating Council on Aging and Adults with Disabilities, the Youth Basketball Council Advisory Board and the A. Heath Onthank Memorial Award Selection Committee

ISSUE:
Adoption of three resolutions dissolving the Coordinating Council on Aging and Adults with Disabilities (CCAAD), the Youth Basketball Council Advisory Board, and the A. Heath Onthank Memorial Award Selection Committee

TIMING:
Board action is requested on March 17, 2026.

BACKGROUND:
On February 20, 2024, Chairman McKay and Supervisor Smith introduced a Joint Board Matter to initiate a comprehensive review of Fairfax County's Boards, Authorities and Commissions (BACs), which was approved unanimously by the Board of Supervisors. The purpose of this task is to ensure that the BACs meet their objectives and are still relevant to the community, and to identify opportunities to reduce any redundancies. Supervisor Smith and Sully District staff worked with the Office of the County Executive to thoroughly review the County's BACs and provide recommendations to the Board of Supervisors. The recommendations include ways to reduce redundancies and inefficiencies and improve the efficiency, effectiveness, and diversity of the BAC system.

Three BACs identified for dissolution include CCAAD and the Youth Basketball Council Advisory Board, both managed by the Department of Neighborhood and Community Services (NCS) and the A. Heath Onthank Memorial Award Selection Committee, managed by the Department of Human Resources (DHR). These three BACs were established pursuant to Virginia Code § 15.2-1411, which authorizes the Board of Supervisors to appoint advisory boards, committees and commissions as it deems necessary to advise on any matter of concern to the locality.

1. CCAAD was established in 2002 as the Long-Term Care Coordinating Council. The original purpose of this group was to provide leadership and serve as a catalyst in the implementation of the Long-Term Care Strategic Plan (2002). The Bylaws were amended in 2023, and the name was changed to the Coordinating Council on Aging and Adults with Disabilities. Its purpose was amended to include advising the Board of Supervisors on equitable distribution of County

programs and resources for older adults and adults with disabilities, and to leverage the private sector resources of CCAAD member organizations.

CCAAD has a total of 68 seats that are appointed by the Board of Supervisors. CCAAD includes six subcommittees, one of which is dedicated to recruiting and recommending new members to the Board of Supervisors for appointment. As of December 2025, the group has 37 members. The group meets every other month, and each of the six subcommittees meets monthly. Given the high number of seats, the average vacancy rate from 2022-2025 was 39 percent. The participation rate for members within that timeframe was an average of 64 percent. Nearly half of the seats available are for representatives of long-term care provider organizations.

CCAAD and its six subcommittees require a substantial amount of staff time to maintain compliance with the Virginia Freedom of Information Act (VFOIA). In addition to reducing overlap between BACs, the proposed dissolution creates staffing efficiencies by reducing the administrative tasks associated with VFOIA compliance.

The purpose of CCAAD overlaps with the purpose of two other BACs: the Fairfax Area Commission on Aging (COA) and the Fairfax Area Disabilities Services Board (DSB). Both the COA and DSB were established under Federal and State requirements, respectively, and are managed by the Department of Family Services (DFS). The purpose of the COA is to identify and promote better understanding of the problems of aging residents and to plan, promote, and conduct (where necessary) activities to contribute to their well-being. The purpose of the DSB is to provide input to state and local agencies on service needs and priorities of persons with physical and sensory disabilities, provide information and resource referral to local governments regarding the Americans with Disabilities Act (ADA), and to provide such other assistance and advice to local governments as may be requested.

The purpose of the group also overlaps with DFS staff. The DFS Adult and Aging Division includes programs and resources to support older adults, adults with disabilities and family caregivers. Within this Division, there are two staff members who provide support to the COA and DSB. The CCAAD previously served as Fairfax County’s No Wrong Door Virginia (“NWD Virginia”) Local Advisory Council, which regularly convenes services providers to improve collaboration and service delivery in our community. This governance model balances statewide alignment with local flexibility, ensuring that NWD Virginia remains transparent, accountable, and responsive to the unique needs of each locality. NWD Virginia is an initiative to make it easier for older adults, people with disabilities, veterans and caregivers to access person-centered care.

DFS worked with the State to designate the Commission on Aging, which currently serves as the Area Agency on Aging's Advisory Council as Fairfax County's new NWD Virginia Local Advisory Council.

In addition, the DSB will also expand their purview to include all disabilities to negate any gaps in community representation to the Board of Supervisors.

Based on the overlap in scope with the COA, DSB, and staff, the Office of the County Executive recommends dissolution of CCAAD.

2. The Youth Basketball Council Advisory Board was established in 1996 with the purpose of providing advice and assistance to NCS and other county operations of the youth basketball league in cooperation with the County. The Advisory Board has 78 seats with one-year terms. As of December 2025, there are no appointees.

   This group has not met since 2018. The topic of youth basketball is now under the purview of the Athletic Council, which meets monthly.

3. The A. Heath Onthank Memorial Award Selection Committee was established in 1966 to grant employee recognition for accomplishment of outstanding worth in advancing and improving public service in the County. The award is open to both Fairfax County and Fairfax County Public Schools (FCPS) employees. The group has 10 seats, with one-year terms and generally meets once per year in the Spring.

   In lieu of existing as a Board-appointed BAC, the process for the award would mirror that of other countywide awards, including Team Excellence Awards (TEAs) and Managerial Excellence Awards (MEAs), which are determined by a senior leadership team. Additionally, DHR is working with FCPS to expand decision-making on this award, given that FCPS employees are eligible.

   Shifting the award selection process to be completed by senior management enables an informed approach in determining whether an employee has gone above and beyond their assigned duties. In addition, the number of nominees DHR receives for this award are fewer than other countywide awards. This process change will reduce the number of appointments the Board of Supervisors makes to BACs and the amount of staff time associated with this award.

EQUITY IMPACT:
The comprehensive review of the BACs that identified these BACs for dissolution supports the *County's Strategic Outcome Area: Effective and Efficient Government (EEG)*. Two EEG strategies are related to the BAC dissolution: "Review and improve the structure, operations and impact of county boards, authorities and commissions to better reflect the current needs and demographics of the county" (EEG 7), and "Ensure diverse representation and inclusiveness in power and decision-making opportunities" (EEG 16). In addition to the dissolutions proposed in this Item and in the comprehensive review overall, additional recommendations were proposed for the system of BACs to promote BAC composition that more closely reflect the diversity of the County related to race/ethnicity, gender, age, and other characteristics. Recommendations include capacity building, greater awareness of opportunities, and consideration of demographics in appointments to involve people who have been historically excluded in decision making. The proposed dissolutions represent one facet of this overall review that will make the BAC system more efficient, effective and diverse.

Members of the public will continue to have opportunities to provide their input on these topic areas through the work of staff, as well as at regular public meetings of the Athletic Council, the DSB and the COA.

FISCAL IMPACT:
There is no fiscal impact of dissolving CCAAD, the Youth Basketball Council Advisory Board and the A. Heath Onthank Memorial Award Selection Committee.

ENCLOSED DOCUMENTS:
Attachment 1 - Resolution to Dissolve the Fairfax County Coordinating Council on Aging and Adults with Disabilities
Attachment 2 – Resolution to Dissolve the Fairfax County Youth Basketball Council Advisory Board
Attachment 3 – Resolution to Dissolve the Fairfax County A. Heath Onthank Memorial Award Selection Committee

STAFF:
Ellicia Seard-McCormick, Deputy County Executive, Office of the County Executive
Christopher Leonard, Deputy County Executive, Office of the County Executive
Christina Jackson, Deputy County Executive/Chief Financial Officer, Office of the County Executive
Lloyd Tucker, Director, Neighborhood and Community Services
Michael Becketts, Director, Department of Family Services
Shelley Scianna, Acting Director, Department of Human Resources

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Pallas Washington, Deputy Director, Neighborhood and Community Services
Trina Mayhan-Webb, Director, Adult and Aging Division, Department of Family Services
Brianne Fuller, Countywide Coordinator, Office of the County Executive
Patricia E. Arriaza, Community Resource Development Manager, Neighborhood and Community Services
Brenda Reigelsperger, Learning and Development Specialist, Department of Human Resources

ASSIGNED COUNSEL:
John A. Dorsey, Assistant County Attorney

RESOLUTION
DISSOLVING THE COORDINATING COUNCIL ON AGING AND ADULTS WITH DISABILITIES

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia ("Board"), held in the Board Auditorium of the Fairfax County Government Center at 12000 Government Center Parkway in Fairfax, Virginia, on March 17, 2026, the following resolution was adopted:

WHEREAS, the Board established the Coordinating Council on Aging and Adults with Disabilities ("CCAAD"), pursuant to Virginia Code § 15.2-1411, and

WHEREAS, the Board of Supervisors tasked the County Executive with conducting a thorough review of existing BACs to ensure their original purpose is still relevant to the community, the BAC is still fulfilling its purpose, and to identify any opportunities to reduce any potential redundancies in the work of the BACs; and

WHEREAS, continuation of CCAAD is within the discretion of the Board under Virginia Code § 15.2-1411,

NOW THEREFORE BE IT RESOLVED that CCAAD is hereby dissolved, and that Neighborhood and Community Services will take all steps necessary to fully dissolve CCAAD, including retention of all records of CCAAD as required by Virginia law.

GIVEN under my hand this _____ day of _____, 2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors
Department of Clerk Services

RESOLUTION
DISSOLVING THE YOUTH BASKETBALL COUNCIL ADVISORY BOARD

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia ("Board"), held in the Board Auditorium of the Fairfax County Government Center at 12000 Government Center Parkway in Fairfax, Virginia, on March 17, 2026, the following resolution was adopted:

WHEREAS, the Board established the Youth Basketball Council Advisory Board ("YBCAB"), pursuant to Virginia Code § 15.2-1411, and

WHEREAS, the Board of Supervisors tasked the County Executive with conducting a thorough review of existing BACs to ensure their original purpose is still relevant to the community, the BAC is still fulfilling its purpose, and to identify any opportunities to reduce any potential redundancies in the work of the BACs; and

WHEREAS, continuation of the YBCAB is within the discretion of the Board under Virginia Code § 15.2-1411,

NOW THEREFORE BE IT RESOLVED that the YBCAB is hereby dissolved, and that Neighborhood and Community Services will take all steps necessary to fully dissolve the YBCAB, including retention of all records of the YBCAB as required by Virginia law.

GIVEN under my hand this _____ day of _____, 2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors
Department of Clerk Services

RESOLUTION
DISSOLVING THE A. HEATH ONTHANK MEMORIAL AWARD SELECTION COMMITTEE

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia ("Board"), held in the Board Auditorium of the Fairfax County Government Center at 12000 Government Center Parkway in Fairfax, Virginia, on March 17, 2026, the following resolution was adopted:

WHEREAS, the Board established the A. Heath Onthank Memorial Award Selection Committee ("the Committee"), pursuant to Virginia Code § 15.2-1411, and

WHEREAS, the Board of Supervisors tasked the County Executive with conducting a thorough review of existing BACs to ensure their original purpose is still relevant to the community, the BAC is still fulfilling its purpose, and to identify any opportunities to reduce any potential redundancies in the work of the BACs; and

WHEREAS, continuation of the Committee is within the discretion of the Board under Virginia Code § 15.2-1411,

NOW THEREFORE BE IT RESOLVED that the Committee is hereby dissolved, and that the Department of Human Resources will take all steps necessary to fully dissolve the Committee, including retention of all records of the Committee as required by Virginia law.

GIVEN under my hand this _____ day of _____, 2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors
Department of Clerk Services

Board Agenda Item
March 17, 2026

CONSIDERATION – 2

Approval of Amendments to the Child Care Advisory Council Bylaws

ISSUE:
Consideration of the proposed amendments to the Child Care Advisory Council Bylaws.

TIMING:
Board consideration is requested on March 17, 2026, so the proposed Bylaws may become effective.

BACKGROUND:
On February 20, 2024, Chairman McKay and Supervisor Smith introduced a Joint Board Matter to initiate a comprehensive review of Fairfax County's Boards, Authorities and Commissions (BACs), which was approved unanimously by the Board of Supervisors. The purpose of this task is to ensure that the BACs meet their objectives and are still relevant to the community, and to identify opportunities to reduce any redundancies. Supervisor Smith and Sully District staff worked with the Office of the County Executive to thoroughly review the County's BACs and provide recommendations to the Board of Supervisors. The recommendations include ways to reduce redundancies and inefficiencies and improve the efficiency, effectiveness, and diversity of the BAC system.

During the review, an opportunity to amend the Child Care Advisory Council's Bylaws was identified to provide the BAC with additional representation from families in Fairfax County.

The Child Care Advisory Council was established in 1974 pursuant to Virginia Code § 15.2-1411, which authorizes the Board of Supervisors to appoint advisory boards, committees and commissions as it deems necessary to advise on any matter of concern to the locality. The purpose of the BAC is to advise the Board of Supervisors and Neighborhood Community Services (NCS) Early Childhood Program and Services on programs and policies related to child care. The Child Care Advisory Council currently has ten members, one for each magisterial district and one at-large member from the Chairman's office.

The proposed amendments to the Bylaws will add three additional at-large members. Additionally, the amendments require that all at-large members are parents of children from birth to eight years of age and that each at large member represent one of the four Human Services regions. NCS may recommend or nominate individuals to represent

each region as at-large members subject to Board of Supervisors approval and appointment. The amendments also include general updates to agency names and changes to conform to the latest version of the model bylaws. The Child Care Advisory Council approved the amended bylaws at its February 10, 2026 meeting.

EQUITY IMPACT:
The comprehensive review of the BACs that identified these BACs for dissolution supports the *County's Strategic Outcome Area: Effective and Efficient Government (EEG)*. Two EEG strategies are related to the BAC dissolution: "Review and improve the structure, operations and impact of county boards, authorities and commissions to better reflect the current needs and demographics of the county" (EEG 7), and "Ensure diverse representation and inclusiveness in power and decision-making opportunities" (EEG 16). In addition to the changes proposed in the comprehensive review, additional recommendations were proposed for the system of BACs to promote BAC composition that more closely reflect the diversity of the County related to race/ethnicity, gender, age, and other characteristics.

In accordance with the above, the proposed amendments to the Child Care Advisory Council Bylaws provide more opportunities for Fairfax County residents to participate in the group.

FISCAL IMPACT:
There is no fiscal impact of amending the Bylaws of the Child Care Advisory Council.

ENCLOSED DOCUMENTS:
Attachment 1 – Current Child Care Advisory Bylaws
Attachment 2 – Proposed Child Care Advisory Bylaws, Redline
Attachment 3 – Proposed Child Care Advisory Bylaws, Clean

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Christopher Leonard, Deputy County Executive
Christina Jackson, Deputy County Executive/Chief Financial Officer
Lloyd Tucker, Director, Neighborhood and Community Services
Keisha Dotson, Deputy Director, Neighborhood and Community Services
Flor Philips, Division Director, Neighborhood and Community Services
Brianne Fuller, Countywide Coordinator, Office of the County Executive

Board Agenda Item
March 17, 2026

ASSIGNED COUNSEL:
John A. Dorsey, Assistant County Attorney

Fairfax County
Child Care Advisory Council
Bylaws

ARTICLE I - NAME

The name of this organization is the Child Care Advisory Council, hereinafter referred to as "Council."

ARTICLE II - PURPOSE

The Council has been established by the Board of Supervisors of Fairfax County, Virginia (Board of Supervisors) to advise the Board of Supervisors and the Office for Children on programs and policies related to child care.

These Bylaws replace and supersede the Council Bylaws adopted on March 9, 2010, and are effective as of April 13, 2021.

ARTICLE III - MEMBERSHIP AND TERM OF OFFICE

Appointments. Membership and appointments to the Council shall be made by the Board of Supervisors, and members shall serve two-year terms as established by the Board of Supervisors. The Council is composed of ten appointed members, one from each of the nine districts and one at-large Chairman's member.

Resignations and Vacancies. In the event a member cannot serve or resigns from office, then the Council Chairperson or County staff coordinator shall advise the Clerk for the Board of Supervisors of the vacancy in writing.

Holdovers. In the event a member completes his or her term of office, remains qualified to serve as a member, and the Board of Supervisors has not reappointed that member to another term or appointed a successor member, then that person may continue to serve as a member until such time as the member is reappointed or a successor member is appointed.

ARTICLE IV - OFFICERS AND THEIR DUTIES

Elections. The Council shall be served by two officers: a Chairperson and a Vice-Chairperson. The Chairperson and Vice-Chairperson shall be elected in accordance with the voting provisions of Article V by the Council members bi-annually, and such election shall be scheduled at the May meeting every other year ("May Election Meeting"). At the April meeting immediately preceding a May Election Meeting, the Chairperson will appoint a committee to recommend nominees for officers. At the May Election Meeting, the Chairperson and Vice-Chairperson shall be elected from among the nominees. Except as otherwise permitted in this article for replacement members, an individual may serve no more than two terms as Chairperson and two terms as Vice-Chairperson.

Chairperson. The Chairperson presides over meetings of the Council and is eligible to vote at all times. The Chairperson has the authority to delegate appropriate functions to Council members and to request assistance from County staff supporting the Council. The Chairperson shall represent the Council before the Board of Supervisors and other bodies unless the Chairperson requests that another member represent the Council.

Vice-Chairperson. In the absence of the Chairperson at a meeting, the Vice-Chairperson shall perform the duties and exercise the powers of the Chairperson. In the event that neither the Chairperson nor the Vice-

Chairperson is available, the member present with the longest tenure on the Council shall act as Chairperson.

Replacement Officers. If an office becomes vacant for any reason, it shall be filled by an election at the next regular meeting held in accordance with Article V. The newly elected officer shall complete the unexpired term of the officer succeeded, and thereafter shall remain eligible for two full two-year terms for the same office. Prior to the election of any replacement officer, all members shall be provided with notice of the proposed election before the meeting at which the replacement is elected.

Holdovers. If no successor is nominated for Chairperson or Vice-Chairperson, the current Chairperson, Vice-Chairperson, or both, as the case may be, may remain in office until a successor is nominated and elected in accordance with the procedures in this Article.

ARTICLE V - MEETINGS

1. The Council meetings shall be held the second Tuesday of each month at 7:00 p.m. If this day is a legal holiday, the meeting shall be rescheduled at least one meeting in advance. There shall be a mandatory adjournment hour of 9:00 p.m., which may be extended with the consent of the Council members.
2. Special meetings shall be called by the Chairperson upon the written request of two or more members. At least one-week advance notice shall be given by the Chairperson. Council members shall be notified by telephone or otherwise at the earliest possible time. Agendas shall be sent to all members in advance of the meeting. Actions taken will be restricted to items on the agenda.
3. The first thirty minutes of each meeting may be reserved for public comment. Persons wishing to speak shall register with the Chairperson prior to the meeting. Each person shall be limited to five minutes unless the Chairperson grants an extension. After the presentation, members may ask pertinent questions of the speaker after being recognized by the Chairperson.
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6. When formal proceedings are invoked, Roberts Rules of Order Revised shall govern the conduct of the question. In the event of a conflict between Roberts Rules of Order Revised and Virginia law or these Bylaws, Virginia law or these Bylaws will control.
7. Minutes of each meeting shall be recorded in accordance with these Bylaws and made available to the Council members prior to the subsequent meeting.

VFOIA. All meetings shall be open to the public except as provided under the Virginia Freedom of Information Act, Virginia Code §§ 2.2-3700 *et seq.,* as amended ("VFOIA"). Pursuant to Virginia Code § 2.2-3701, "meeting" or "meetings" means the meetings including work sessions, when sitting physically, or through electronic communication means pursuant to § 2.2-3708.2, as a body or entity, or as an informal assemblage of (i) as many as three members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body. The Council may hold public hearings and report its findings to the Board of Supervisors on Council issues that affect the public interest.

Notice and Agenda. Notice and the agenda of all meetings shall be provided as required under the VFOIA. All meetings shall be preceded by properly posted notice stating the date, time, and location of each meeting. Notice of a meeting shall be given at least three working days prior to the meeting. Notice of emergency meetings, reasonable under the circumstances, shall be given contemporaneously with the notice provided to Council members. Notices of all meetings shall be provided to the Office of Public Affairs for posting at the Government Center and on the County Web site. All meetings shall be conducted in public places that are accessible to persons with disabilities.

Voting. A quorum is necessary for a vote. A majority of the membership of the Council shall constitute a quorum. Except as otherwise provided in these Bylaws, when adopting a resolution or motion, adopting any plan, or approving any proposal, action shall be taken by a majority vote of the Council members present and voting. Upon the request of any member, the vote of each member on any issue shall be recorded in the minutes. All votes of Council members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy.

Conduct. Except as specifically authorized by the VFOIA, no meeting shall be conducted through telephonic, video, electronic, or other communication means where the members are not all physically assembled to discuss or transact public business.

Public Access. For any meeting, at least one copy of the agenda, all agenda packets, and, unless exempt under the VFOIA, all materials furnished to Council members shall be made available for public inspection at the same time such documents are furnished to the Council members. Pursuant to the VFOIA, any person may photograph, film, record, or otherwise reproduce any portion of a meeting required to be open, but such actions may not interfere with any Council proceedings.

Records. The County support staff shall ensure that minutes of meetings are recorded as required under the VFOIA. Minutes shall include: (1) the date, time, and location of each meeting; (2) the members present and absent; (3) a summary of the discussion on matters proposed, deliberated, or decided; and (4) a record of any votes taken. Such minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media. The supporting County department shall provide staff support to review and approve records and minutes of the meeting.

Attorney-Client Privilege. Records containing legal advice from counsel to the Council, and advice provided in closed session by legal counsel to the Council, are protected by the attorney-client privilege and from disclosure under the VFOIA. Any such records or advice should not be disclosed by members of the Council to any third party, or the privilege against disclosure may be waived. Questions regarding the handling of records or advice subject to attorney-client privilege should be directed to the Council's legal counsel.

Actions. The Council may conduct its business through the following procedures:

1. **Resolutions.** Resolutions shall be presented in writing to the Chairperson and all members at least one week before the meeting at which they are proposed for adoption. Resolutions shall be presented for consideration and adoption in order of receipt by the Chairperson.
2. **Motions.** Where the action of the Council is required on matters simply stated, action may be upon oral motion only.
3. **Majority Positions.** Majority positions must be presented and considered by resolution and adopted by a two-thirds majority vote conducted in accordance with the voting provisions of this Article.
4. **Minority Positions.** If any Council member dissents from an adopted majority position and wishes to express a minority position, he or she may do so if the member so states at the time the majority

position is adopted. The minority position must be presented in writing to the Chairperson and will be recorded and forwarded along with the majority position by the authorized Council representative. Minority positions must be identified by author.

ARTICLE VI - ATTENDANCE AND PARTICIPATION

Any Council member who misses three consecutive meetings, misses more than half of scheduled meetings within a 12-month period, or who fails to participate in the work of the Council without good cause acceptable to a majority of the other Council members may be subject to removal from Council.

ARTICLE VII - REMOVAL

Any Council member may be recommended to the Board of Supervisors for removal from the Council for cause, including but not limited to cause as set forth in Article VI, by a two-thirds majority vote of all the Council members. The members' authority to recommend removal under these Bylaws neither limits nor waives the Board of Supervisors' authority to remove members from the Council as provided by law.

ARTICLE VIII - COMMITTEES

Such committees as are deemed necessary for the work of the Council shall be established by the Chairperson with the consent of a majority of the members. The Council Chairperson shall appoint all committee members and the committee chairperson.

Membership on committees of the Council need not be limited to Council members. Members of the community whose expertise, interest, or experience would further the work of a committee may be appointed to that committee. The chairperson of a committee shall be a member of the Council.

All committee meetings shall comply with the notice and other requirements of the VFOIA. To the extent practicable, all committees shall be composed of at least four members. Committee meetings may be held at the call of the Council Chairperson or at the request of two members, with notice to all members.

ARTICLE IX – COMPLIANCE WITH LAW AND COUNTY POLICY

The Council shall comply with all Virginia laws, including, but not limited to, the VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia Code §§ 2.2-3100 *et seq.*, as amended, with all County ordinances, and with all County policies concerning the activities of its boards, authorities, and commissions. In case of a conflict between a provision of these Bylaws and any applicable ordinance or law, the provisions of the applicable ordinance or law, as the case may be, shall control.

ARTICLE X – AMENDMENT OF BYLAWS

These Bylaws may be amended by the Council by adopting the proposed amendment or amendments and by presenting those proposed changes for approval to the Board of Supervisors. Any such amendments to bylaws shall become effective upon approval by the Board of Supervisors.

These Bylaws were approved by the Fairfax County Board of Supervisors during a public meeting held on 13th day of April, 2021.

GIVEN under my hand this _____ day of _____, 2021.

_____
Jill G. Cooper
Clerk for the Board of Supervisors
Department of Clerk Services

~~Fairfax County~~
~~Child Care Advisory Council~~
~~Bylaws~~BYLAWS OF THE CHILD CARE ADVISORY COUNCIL

Draft of January 16, 2026

ARTICLE I – NAME

The name of this organization is the Child Care Advisory Council, hereinafter referred to as the "Council."

ARTICLE II – PURPOSE

The Council has been established by the Board of Supervisors of Fairfax County, Virginia ("Board of Supervisors"), pursuant to Virginia law to advise the Board of Supervisors and the ~~Office for Children~~ Department of Neighborhood and Community Services on programs and policies related to child care.

These ~~Bylaws~~bylaws replace and supersede the Council ~~Bylaws~~bylaws adopted on ~~March 9, 2010~~April 13, 2021, and are effective as of ~~April 13, 2021~~~~February~~March 17, 2026.

ARTICLE III – MEMBERSHIP AND TERM OF OFFICE

Appointments. Membership and appointments to the Council ~~shall be~~are made by the Board of Supervisors, and members ~~shall~~ serve for two-year terms as established by the Board of Supervisors. The Council is composed of ~~ten~~ thirteen appointed members, one from each of the nine districts and ~~one~~ four at-large ~~Chairman's~~ Chairman's members. The four at-large members shall be parents of children from birth to eight years of age, with each at-large position representing one of the four Fairfax County Health and Human Services regions. NCS may recommend individuals for the Board to appoint or may nominate individuals subject to Board approval and appointment.

Resignations and Vacancies. In the event a member cannot serve or resigns from office, then the Council Chairperson, or the County staff coordinator ~~shall~~will advise the Clerk for the Board of Supervisors of the vacancy in writing.

Holdovers. In the event a member completes his or her term of office, remains qualified to serve as a member, and the Board of Supervisors has not reappointed that member to another term or appointed a successor member, then that person may continue to serve ~~as a member~~ until such time as the member is reappointed or a successor member is appointed.

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Elections. The Council ~~shall~~will be served by two officers: a Chairperson and a Vice-Chairperson. The Chairperson ~~and Vice-Chairperson shall~~will be elected in accordance with the voting provisions of Article V by the Council members bi-annually and such election ~~shall~~will be scheduled at the May meeting every other year ("May Election Meeting"). At the April meeting immediately preceding a May Election Meeting, the Chairperson will appoint a committee to recommend nominees for officers. ~~-~~At the May Election Meeting, the Chairperson and Vice-Chairperson shall be elected from among the nominees. Except as otherwise permitted in this article for replacement members, an individual may serve no more than two terms as Chairperson and two terms as Vice-Chairperson.

Chairperson. The Chairperson presides over meetings of the Council and is eligible to vote at all times. The Chairperson has the authority to delegate appropriate functions to Council members and to request assistance from the County staff supporting the Council. The Chairperson shall represent the Council before the Board of Supervisors and other bodies unless the Chairperson requests that another member represent the Council

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~~*CCAC Bylaws – Page -*~~ 3
~~*Revised April 13, 2021 -*~~

the request of any member, the vote of each member on any issue ~~shall~~will be recorded in the minutes. All votes of Council members ~~shall~~will be taken during a public meeting, and no vote ~~shall~~will be taken by secret or written ballot or by proxy.

Conduct. Except as otherwise provided by Virginia law or these bylaws, all meetings will be conducted in accordance with *Robert's Rules of Order, Newly Revised*, and except as specifically authorized by the VFOIA, no meeting ~~shall~~will be conducted through telephonic, video, electronic, or other communication means where the members are not all physically assembled to discuss or transact public business.

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Chairperson and will be recorded and forwarded along with the majority position by the authorized Council representative. Minority positions must be identified by author.

ARTICLE VI - ATTENDANCE AND PARTICIPATION

Any Council member who misses three consecutive meetings~~, misses~~ or more than half of the scheduled meetings within a 12-month period, or who fails to participate in the work of the Council without good cause acceptable to a majority of the other Council members may be subject to removal from the Council.

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ARTICLE VIII – COMMITTEES

Standing. The Chairperson may appoint standing committees and a chairperson for each with the consent of a majority of the Council members present and voting.

Special. The Chairperson may appoint special committees and a chairperson for each with the consent of a majority of the Council members present and voting.

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Membership on committees of the Council need not be limited to Council members. Members of the community whose expertise, interest, or experience would further the work of a committee may be appointed to that committee. The chairperson of a committee shall be a member of the Council.

All ~~committee~~ meetings ~~shall~~of any such committees will comply with the notice and other requirements of the VFOIA. To the extent practicable, ~~all~~any such committees ~~shall~~will be composed of at least four members. Committee meetings may be held at the call of the ~~Council~~ Chairperson or at the request of two members, with notice to all members.

ARTICLE IX – COMPLIANCE WITH LAW AND COUNTY POLICY

The Council ~~shall~~will comply with all Virginia laws, including, but not limited to, the VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia

Code ~~§§§~~ 2.2-3100 *et seq.*, as amended, with all County ordinances, and with all County policies concerning the activities of its boards, authorities, and commissions. In case of a conflict between a provision of these ~~Bylaws~~bylaws and any applicable ordinance or law, the provisions of the applicable ordinance or law, as the case may be, ~~shall~~will control.

ARTICLE X – AMENDMENT OF BYLAWS

These ~~Bylaws~~bylaws may be amended by the Council by adopting the proposed amendment or amendments and by presenting those proposed changes for approval to the Board of Supervisors. Any such amendments to bylaws ~~shall~~will become effective upon approval by the Board of Supervisors.

These Bylaws were approved by the Fairfax County Board of Supervisors during a public meeting held on ~~13th~~17th day of ~~April, 2021February~~March, 2026.

GIVEN under my hand this _____ day of _____, ~~2021~~2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors
Department of Clerk Services

BYLAWS OF THE CHILD CARE ADVISORY COUNCIL

Draft of January 16, 2026

ARTICLE I – NAME

The name of this organization is the Child Care Advisory Council, hereinafter referred to as the "Council."

ARTICLE II – PURPOSE

The Council has been established by the Board of Supervisors of Fairfax County, Virginia ("Board of Supervisors"), pursuant to Virginia law to advise the Board of Supervisors and the Department of Neighborhood and Community Services on programs and policies related to child care.

These bylaws replace and supersede the Council bylaws adopted on April 13, 2021, and are effective as of March 17, 2026.

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Appointments. Membership and appointments to the Council are made by the Board of Supervisors, and members serve for two-year terms as established by the Board of Supervisors. The Council is composed of thirteen appointed members, one from each of the nine districts and four at-large Chairman's members. The four at-large members shall be parents of children from birth to eight years of age, with each at-large position representing one of the four Fairfax County Health and Human Services regions. NCS may recommend individuals for the Board to appoint or may nominate individuals subject to Board approval and appointment.

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Elections. The Council will be served by two officers: a Chairperson and a Vice-Chairperson. The Chairperson will be elected in accordance with the voting provisions of

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5. Except as otherwise required by Virginia law or these Bylaws, meetings of the Council may be conducted in an informal manner, using group consensus to determine directions and conclusions. However, upon the request of any member, any matter may be discussed and decided formally by majority vote, in accordance with Paragraph 6 and the voting procedures in this Article.

6. When formal proceedings are invoked, Roberts Rules of Order Revised shall govern the conduct of the question. In the event of a conflict between Roberts Rules of Order Revised and Virginia law or these Bylaws, Virginia law or these Bylaws will control.

7. Minutes of each meeting shall be recorded in accordance with these Bylaws and made available to the Council members prior to the subsequent meeting.

VFOIA. All meetings will be open to the public except as provided under the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 *et seq.,* as amended ("VFOIA"). "Meeting" or "meetings" means the meetings as defined by the VFOIA, including work sessions, when sitting physically, or through electronic communication means pursuant to the VFOIA or other applicable Virginia law, as a body or entity, or as an informal assemblage of (i) as many as three members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body. The Council may hold public hearings and report its findings to the Board of Supervisors on Council issues that affect the public interest.

Notice and Agenda. Notice and the agenda of all meetings will be provided as required under the VFOIA. All meetings will be preceded by properly posted notice stating the date, time, and location of each meeting. Notice of a meeting will be given at least three working days prior to the meeting. Notice of emergency meetings, reasonable under the circumstances, will be given contemporaneously with the notice provided to Council members. Notices of all meetings will be provided to the Office of Public Affairs for posting at the Government Center and on the County Web site. All in person and remote participation meetings will be conducted in public places that are accessible to persons with disabilities. Public access via electronic communications must be provided for all-virtual public meetings.

Voting. A quorum is necessary for a vote. A majority of the membership of the Council will constitute a quorum. Except as otherwise provided in these Bylaws, when adopting a resolution or motion, adopting any plan, or approving any proposal, action will be taken by a majority vote of Council members present and voting. Upon the request of any member, the vote of each member on any issue will be recorded in the minutes. All votes of Council members will be taken during a public meeting, and no vote will be taken by secret or written ballot or by proxy.

Conduct. Except as otherwise provided by Virginia law or these bylaws, all meetings will be conducted in accordance with *Robert's Rules of Order, Newly Revised*, and except as specifically authorized by the VFOIA, no meeting will be conducted through

telephonic, video, electronic, or other communication means where the members are not all physically assembled to discuss or transact public business.

Public Access. For any meeting, at least one copy of the agenda, all agenda packets, and, unless exempt under the VFOIA, all materials furnished to Council members will be made available for public inspection at the same time such documents are furnished to the Council members. Pursuant to the VFOIA, any person may photograph, film, record, or otherwise reproduce any portion of a meeting required to be open, but such actions may not interfere with any Council proceedings.

Records. The County support staff will ensure that minutes of meetings are recorded as required under the VFOIA. Minutes will include: (1) the date, time, and location of each meeting; (2) the members present and absent; (3) a summary of the discussion on matters proposed, deliberated, or decided; and (4) a record of any votes taken. Such minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media. The supporting County department will provide staff support to review and approve records and minutes of the meeting.

Attorney-Client Privilege. Records containing legal advice from counsel to the Council, and advice provided in closed session by legal counsel to the Council, are protected by the attorney-client privilege and from disclosure under the VFOIA. Any such records or advice should not be disclosed by members of the Council to any third party, or the privilege against disclosure may be waived. Questions regarding the handling of records or advice subject to attorney-client privilege should be directed to the Council's legal counsel.

Actions. The Council may conduct its business through the following procedures:

1. **Resolutions.** Resolutions shall be presented in writing to the Chairperson and all members at least one week before the meeting at which they are proposed for adoption. Resolutions shall be presented for consideration and adoption in order of receipt by the Chairperson.
2. **Motions.** Where the action of the Council is required on matters simply stated, action may be upon oral motion only.
3. **Majority Positions.** Majority positions must be presented and considered by resolution and adopted by a two-thirds majority vote conducted in accordance with the voting provisions of this Article.
4. **Minority Positions.** If any Council member dissents from an adopted majority position and wishes to express a minority position, he or she may do so if the member so states at the time the majority position is adopted. The minority position must be presented in writing to the Chairperson and will be recorded and forwarded along with the majority position by the authorized Council representative. Minority positions must be identified by author.

ARTICLE VI - ATTENDANCE AND PARTICIPATION

Any Council member who misses three consecutive meetings or more than half of the scheduled meetings within a 12-month period, or who fails to participate in the work of

the Council without good cause acceptable to a majority of the other Council members may be subject to removal from the Council.

ARTICLE VII - REMOVAL

Any Council member(s) may be recommended to the Board of Supervisors for removal from the Council for cause, including but not limited to cause as set forth in Article VI, by a two-thirds majority vote of all of the Council members. The members' authority to recommend removal under these bylaws neither limits nor waives the Board of Supervisors' authority to remove members from the Council as provided by law.

ARTICLE VIII – COMMITTEES

Standing. The Chairperson may appoint standing committees and a chairperson for each with the consent of a majority of the Council members present and voting.

Special. The Chairperson may appoint special committees and a chairperson for each with the consent of a majority of the Council members present and voting.

Such committees as are deemed necessary for the work of the Council shall be established by the Chairperson with the consent of a majority of the members. The Council Chairperson shall appoint all committee members and the committee chairperson.

Membership on committees of the Council need not be limited to Council members. Members of the community whose expertise, interest, or experience would further the work of a committee may be appointed to that committee. The chairperson of a committee shall be a member of the Council.

All meetings of any such committees will comply with the notice and other requirements of the VFOIA. To the extent practicable, any such committees will be composed of at least four members. Committee meetings may be held at the call of the Chairperson or at the request of two members, with notice to all members.

ARTICLE IX – COMPLIANCE WITH LAW AND COUNTY POLICY

The Council will comply with all Virginia laws, including, but not limited to, the VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 *et seq.*, as amended, with all County ordinances, and with all County policies concerning the activities of its boards, authorities, and commissions. In case of a conflict between a provision of these bylaws and any applicable ordinance or law, the provisions of the applicable ordinance or law, as the case may be, will control.

ARTICLE X – AMENDMENT OF BYLAWS

These bylaws may be amended by the Council by adopting the proposed amendment or amendments and by presenting those proposed changes for approval to the Board of Supervisors. Any such amendments to bylaws will become effective upon approval by the Board of Supervisors.

These Bylaws were approved by the Fairfax County Board of Supervisors during a public meeting held on 17th day of March, 2026.

GIVEN under my hand this _____ day of _____, 2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors
Department of Clerk Services

Board Agenda Item
March 17, 2026

CLOSED SESSION:

(a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).

(b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).

(c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, as identified below, where discussion in an open session would adversely affect the negotiating or litigating posture of the public body, as well as consultation with legal counsel regarding specific legal matters listed below requiring the provision of legal advice by such counsel, all as permitted by Virginia Code § 2.2-3711(A) (7) and (8).

1. *Jordan Owens v. Fairfax Police Department*, Case No. CL-2026-0002236 (Fx. Co. Cir. Ct.)

2. *Matthew Andrew Guzzetta v. Bryan J. Hill and Fairfax County, Virginia,* Case No. CL-2026-0000841 (Fx. Co. Cir. Ct.)

3. *Jay Riat, Building Official for Fairfax County, Virginia v. Walter S. Bowman, Sr. et al.,* Case No. CL-2025-0011919 (Fx. Co. Cir. Ct.) (Dranesville District)

4. *Jay Riat, Building Official for Fairfax County, Virginia v. Henry Tuan Nguyen,* Case No. CL-2025-0014941 (Fx. Co. Cir. Ct.) (Braddock District)

5. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Richter Management, LLC,* Case No. GV26-04153 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

6. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Yuk Yee Cheng,* Case No. CL-2023-0015525 (Fx. Co. Cir. Ct.) (Franconia District)

7. *Jay Riat, Building Official for Fairfax County, Virginia* v. Amilcar Antonio Coreas, et al. Case No. CL-2026-0000210 (Fx. Co. Cir. Ct.) (Mason District)

8. *Jay Riat, Building Official for Fairfax County, Virginia v. Joseph Moura, et al.,* Case No. CL-2026-0002008 (Fx. Co. Cir. Ct.) (Mason District)

9. *Jay Riat, Building Official for Fairfax County, Virginia v. Philip Q. Le, et al.,* Case No. GV26-04121 (Fx. Co. Gen. Dist. Ct.) (Mason District)

10. *Jay Riat, Building Official for Fairfax County, Virginia, Virginia v. Michael J. Pawlowski, et al.,* Case No. CL-2025-0017669 (Fx. Co. Cir. Ct.) (Mount Vernon District)

11. *Jay Riat, Building Official for Fairfax County, Virginia v. Mercedes Eugenia,* Case No. GV25-27787 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

Board Agenda Item
March 17, 2026

3:30 p.m.

Public Hearing on SEA-85-M-086-03 (Radley Management, LLC) to Amend SE-85-M-086 Previously Approved for Vehicle Sales, Rental and Ancillary Service Establishment with an Increase in Maximum Height from 40 Ft. to 50 Ft., to Permit Additional GFA for Washing and Detailing Service Facility Ancillary Use, with a Mezzanine for Storage and Parts and Associated Modifications to Site Design and Development Conditions, Located on Approximately 4.52 Acres of Land Zoned C-8, HC, SC, and CRD (Mason District) (Concurrent with PCA-2020-MA-012 (RZPA-2024-MA-00046))

and

Public Hearing on PCA-2020-MA-012 (RZPA-2024-MA-00046) (Radley Management, LLC) to Amend the Proffers for RZ-2020-MA-012 Previously Approved for Commercial Use to allow for Modifications to Site and Development Conditions to Permit Additional GFA for a Washing and Detailing Service Facility Ancillary Use, and Mezzanine for Storage and Parts, with an Overall Floor Area Ratio (FAR) of 0.26, Located on Approximately 1.08 Acres of Land Zoned C-8, HC, SC and CRD (Mason District) (Concurrent with SEA-85-M-086-03)

This property is located in the Mason District. Tax Map 61-2 ((1)) 103A, 105, 105A, and 108.

This property is located S. of Columbia Pike and W. of Williams Ln. Tax Map 61-2 ((1)) 108.

PLANNING COMMISSION RECOMMENDATION:
On February 25, 2026, the Planning Commission voted 11-0 (Commissioner Hancock was absent from the meeting) to recommend to the Board of Supervisors approval of the following actions:

- PCA 2020-MA-012, subject to the proffers consistent with those dated February 5, 2026;
- SEA-85-M-086-03, subject to the development conditions consistent with those dated February 12, 2026;
- Waiver of the transitional screening requirement along the southeast portion of Parcel 108 in favor of that shown on the GDP/SEA Plat;

- Waiver of peripheral parking lot landscaping requirement along the eastern property line of Parcel 105, in favor of existing conditions as shown on the GDP/SEA Plat;

- A reduction of the required setback of the parking garage from future Seminary Road from a minimum of 47.47 feet to 30.35 feet and from Williams Lane a minimum of 40.4 feet to 36 feet, and 40.2 to 36 feet, as shown on the GDP/SEA Plat; and

Waiver of the requirement to construct roadway improvements along the Columbia Pike frontage in favor of the proposed Right of Way (ROW) Dedication

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Carl Shumate, Planner, ZED, DPD

Board Agenda Item
March 17, 2026

3:30 p.m.

Public Hearing on RZ-2025-DR-00016 (Beverly & Elm Development, LLC) to Rezone from C-6, HC and SC to PRM, HC and SC to Permit a Mixed-Use Residential Development with an Overall Intensity of 3.36 Floor Area Ratio (FAR) and Approval of the Conceptual Development Plan, Located on Approximately 24,471 Sq. Ft. of Land (Dranesville District)

This property is located in the Dranesville District. Tax Map 30-2 ((10)) (6) 9.

PLANNING COMMISSION RECOMMENDATION:
On February 25, 2026, the Planning Commission voted 10-1 (Commissioner Hancock was absent from the meeting. Commissioner Landgraf voted in opposition.) to recommend to the Board of Supervisors approval of the following actions:

- RZ-2025-DR-00016 and the associated CDP, subject to the execution of the proffers consistent with those dated February 24, 2026; and

- Waiver of the minimum district size for the PRM District.

In a related action, the Planning Commission voted 10-1 (Commissioner Hancock was absent from the meeting. Commissioner Landgraf voted in opposition.) to approve FDP-2025-DR-00016.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Sunny Yang, Planner, ZED, DPD

Board Agenda Item
March 17, 2026

3:30 p.m.

Public Hearing on RZ-2024-SU-00003 (NRP Park Meadow Acquisition LLC and NRP Corporate Point Acquisition LLC) to Rezone from I-3, I-4, AN and WS to PDH-16, I-4, AN and WS to Permit up to 115 Stacked Townhouse Units and Single Family Attached Dwelling Units and up to an Additional 7,500 Sq. Ft. of Office Space with an Overall Floor Area Ratio (FAR) of 0.5 Excluding Bonus Density and Approval of the Conceptual Development Plan, Located on Approximately 17.57 Acres of Land (Sully District) (Concurrent with PCA-78-S-063-15)

and

Public Hearing on PCA-78-S-063-15 (NRP Park Meadow Acquisition LLC and NRP Corporate Point Acquisition LLC) to Amend the Proffers for RZ 78-S-063 Previously Approved for Industrial Uses to Permit the Deletion of Land Area from the Governing Rezoning, Located on Approximately 17.57 Acres of Land Zoned I-3, I-4, AN and WS (Sully District) (Concurrent with RZ-2024-SU-00003)

This property is located on the E. side of Park Meadow Dr. and W. side of Newbrook Dr. within the Westfields Business Park, N. of Poplar Tree Rd. and S. of Westfields Blvd. Tax Map 44-3 ((6)) 12C; 44-4 ((5)) 12 and 14B.

This property is located on the E. side of Park Meadow Dr., and W. side of Newbrook Dr., within the Westfields Business Park, N. of Poplar Tree Rd. and S. of Westfields Blvd. Tax Map 44-3 ((6)) 12C; 44-4 ((5)) 12 and 14B.

PLANNING COMMISSION RECOMMENDATION:
On December 3, 2025, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of the following actions:

- RZ-2024-SU-00003 and its associated Conceptual Development Plan, subject to execution of the proffers that were updated December 1, 2025.

- PCA-78-S-063-15;

- Waiver of the 200-square foot minimum privacy yard requirement for rear loaded single-family attached units in favor of the provision of community open space;

- Waiver of the 600-foot maximum private street length requirement; and

- Modification of subsection 5108.5 of the Zoning Ordinance requiring transitional screening and barriers along the eastern property boundary in favor of the landscaping shown on the CDP/FDP.

In a related action, the Planning Commission voted 12-0 to approve FDP 2024-SU-00003 subject to the Board of Supervisors' approval of the concurrent rezoning application.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Nick Cicero, Planner, ZED, DPD

Board Agenda Item
March 17, 2026

3:30 p.m.

Public Hearing on RZ-2025-DR-00013 (Spring Hill Land, LLC) to Rezone from R-1 to PDH-3 to Permit 14 Single-Family Detached Dwellings with an Overall Density of 2.82 Dwelling Units per Acre (du/ac) and Approval of the Conceptual Development Plan, Located on Approximately 4.97 Acres of land (Dranesville District)

This property is located on the W. side of Spring Hill Rd. and N. of Dulles Access Rd (Route 267). Tax Maps 29-1 ((1)) 45, 29-1 ((4)) 1, 2, and 3

PLANNING COMMISSION RECOMMENDATION:
On February 4, 2026, the Planning Commission voted 10-0 (Commissioners Thomas and Wang were absent from the meeting) to recommend to the Board of Supervisors approval of the following actions:

- RZ-2025-DR-00013 and its associated Conceptual Development Plan, subject to the execution of proffers consistent with those dated January 20, 2026; and

- Waiver of the private street maximum length of 600 feet in Zoning Ordinance Section 5107.3.A(3).

In a related action, the Planning Commission voted 10-0 (Commissioners Thomas and Wang were absent from the meeting) to approve FDP-2025-DR-00013.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Tabatha Cole, Planner, ZED, DPD

Board Agenda Item
March 17, 2026

3:30 p.m.

Public Hearing on PCA-2003-MV-033-002 (RZPA-2025-MV-00060) (Board of Supervisors of Fairfax County, Virginia) to Amend the Proffers for RZ-2003-MV-033 Previously Approved for Mixed Use Development to Permit Modifications to Proffers with an Overall Floor Area Ratio (FAR) of 0.22, Located on Approximately 53.08 Acres of Land Zoned PDC (Mount Vernon District)

This property is located on the E. side of Ox Rd. and S. side of Workhouse Rd. Tax Map 106-4 ((1)) 58.

PLANNING COMMISSION RECOMMENDATION:
On February 11, 2026, the Planning Commission voted 11-0 (Commissioner Cortina was absent from the meeting) to recommend to the Board of Supervisors approval of PCA 2003-MV-033-002, subject to the proffers consistent with those contained in Appendix 2 of the staff report dated January 20, 2026.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
St. Clair Williams, Planner, ZED, DPD

Board Agenda Item
March 17, 2026

3:30 p.m.

Public Hearing on Proposed Plan Amendment SSPA 2023-IV-4S (Boston Boulevard – Costco), (Mount Vernon District) (Concurrent with RZ-2023-MV-00023/ PCA C-526-03/SE-2023-MV-00045)

and

Public Hearing on RZ-2023-MV-00023 (Costco Wholesale Corporation) to Rezone from C-6, NR and I-5 to C-6 and NR to Permit Retail Sales, Large, and Vehicle Fueling Station with an Overall Floor Area Ratio (FAR) of 0.20. (Concurrent with PCA C-526-03, SE-2023-MV-00045 and Plan Amendment SSPA 2023-IV-4S)

and

Public Hearing on PCA C-526-03 (Costco Wholesale Corporation) to Amend the Proffers for RZ-C-526 Previously Approved for an Industrial Park to Delete Land Area. (Concurrent with RZ-2023-MV-00023, SE-2023-MV-00045 and Plan Amendment SSPA 2023-IV-4S)

and

Public Hearing on SE-2023-MV-00045 (Costco Wholesale Corporation) to Permit a Retail Sales, Large, and Vehicle Fueling Station. (Concurrent with RZ-2023-MV-00023, PCA C-526-03 and Plan Amendment SSPA 2023-IV-4S)

The Plan Amendment is only applicable to Tax Map Parcel 99-1 ((12)) 24 located at 7375 Boston Boulevard.

Rezoning (RZ) is applicable to Tax Map Parcels 99-1 ((12)) 24 and C located at 7375 and 7373 Boston Boulevard.

The Proffered Condition Amendment (PCA) Amendment is only applicable to Tax Map Parcel 99-1 ((12)) 24 located at 7375 Boston Boulevard.

Special Exception (SE) is applicable to Tax Map Parcels 99-1 ((12)) 24 and C located at 7375 and 7373 Boston Boulevard.

Board Agenda Item
March 17, 2026

ISSUE:
Plan Amendment SSPA 2023-IV-4S proposes to amend the Comprehensive Plan recommendations for Land Unit C of the I-95 Corridor Industrial Area for Tax Map Parcel 99-1 ((12)) 24 to consider consolidation with Parcel C to add an option for community-serving retail uses up to 0.25 Floor Area Ratio (FAR) subject to conditions proposed in the Plan amendment area plan text. This amendment does not propose to change the base Comprehensive Plan recommendation of Industrial up to 0.5 FAR.

Proffered Condition Amendment, Rezoning and Special Exception applications (PCA C-526-03/RZ-2023-MV-00023/SE-2023-MV-00045) proposed to rezone the site from the I-5 (General Industrial) and Natural Resource Overlay Districts (NR) to the C-6 (Community Retail Commercial) and NR Districts. The applications would permit the development of a fueling station with 12 fuel pumps as part of the existing Costco.

The Plan Amendment and zoning applications were reviewed concurrently and will be presented in one public hearing.

PLANNING COMMISSION RECOMMENDATION:
On February 25, 2026, the Planning Commission voted 11-0 (Commissioner Hancock was absent from the meeting) to recommend to the Board of Supervisors that SSPA 2023-IV-4S be approved, as found in the staff report dated February 4, 2026.

Concurrently, the Planning Commission voted 11-0 (Commissioner Hancock was absent from the meeting) to recommend to the Board of Supervisors approval of the following actions:

- PCA-C-526-03;
- RZ-2023-MV-00023, subject to the proffers consistent with those dated February 5, 2026; and
- SE-2023-MV-00045, subject to the development conditions consistent with those dated February 12, 2026

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission public hearing – February 25, 2026, at 7:30 p.m.
Board of Supervisors public hearing – March 17, 2026, at 3:30 p.m.

Board Agenda Item
March 17, 2026

BACKGROUND:
On April 11, 2023, the Board of Supervisors (Board) authorized the consideration of a Plan amendment (PA) for Tax Map Parcel 99-1 ((12)) 24, located at 7375 Boston Boulevard, within Land Unit C of the I-95 Corridor Industrial Area of the Mount Vernon Supervisor District. The Board requested that staff evaluate a Plan amendment for the site to consider consolidation of Parcel 24 with Parcel C to allow community-serving retail up to 0.25 FAR and 12 fuel pumps on the collective site as a whole. Specific considerations of the authorization include stormwater improvements to protect Accotink Creek, opportunities to improve pedestrian connections, and vehicle circulation and queuing. This Plan amendment was reviewed concurrently with applications PCA C-526-03/ RZ-2023-MV-00023/SE-2023-MV-00045 which propose to expand the existing Costco building and add land area to construct a 12-pump vehicle fueling station.

EQUITY IMPACT:
None. The proposed Plan amendment is not anticipated to have an equity impact. A community meeting was held jointly with the nominator/applicant on August 4, 2025.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
The Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

The Planning Commission Action:
https://www.fairfaxcounty.gov/planningcommission/planning-commission-actions-2026

The Staff Report for SSPA 2023-IV-4S and PCA C-526-03/RZ-2023-MV-00023/SE-2023-MV-00045 has been previously furnished and is available online at:
https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/Assets/Documents/compplanamend/costco-boston-blvd/SSPA-2023-IV-4S-Staff-Report.pdf

https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=REC23&ID2=00000&ID3=03CFT&agency=FFX&SeqNo=6347295

Board Agenda Item
March 17, 2026

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Kelly Atkinson, Director, Planning Division (PD), DPD
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), (DPD)
William Nance, Planner, PD, DPD
Tabatha Cole, Planner, ZED, DPD

Board Agenda Item
March 17, 2026

3:30 p.m.

Public Hearing on SE-2025-HM-00001 (Comstock Reston Station Holdings LC) to Permit Sign Modifications, Located on Approximately 17.55 Acres of Land Zoned PDC (Hunter Mill District)

This property is located in the Hunter Mill District. Tax Map 17-4 ((1)) 17L1-L7; 17-4 ((1)) 17E; 17-4 ((20)) 1-8; 17-4 ((24)) 3; and 17-4 ((41)) A-C.

By Supervisor motion at the December 9, 2025, meeting, the public hearing was deferred to February 3, 2026, at 3:30 pm. By Supervisor motion at the February 3, 2026, meeting, the public hearing was deferred to March 3, 2026, at 3:30p.m. By Supervisor motion at the March 3, 2026, meeting, the public hearing was deferred to March 17, 2026, at 3:30p.m.

PLANNING COMMISSION RECOMMENDATION:
On January 14, 2026, the Planning Commission voted 12-0 to defer the decision only for SE-2025-HM-00001 to January 28, 2026, or the next appropriate date, with the record remaining open for comments.

On January 28, 2026, the Planning Commission voted 12-0 to defer the decision only for SE-2025-HM-00001 to February 25, 2026, with the record remaining open for comments. The Planning's Commission Recommendation will be forwarded upon decision.

On February 25, 2026, the Planning Commission voted 11-0 (Commissioner Hancock was absent from the meeting) to recommend to the Board of Supervisors approval of SE-2025-HM-00001, subject to the development conditions dated February 23, 2026.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

Board Agenda Item
March 17, 2026

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Katie Quinn, Planner, ZED, DPD

Board Agenda Item
March 17, 2026

3:30 p.m.

Public Hearing on RZ-2025-FR-00005 (Franconia Development Partners, LLC) to Rezone from R-2 and HC to PDH-40 and HC to Permit 120 Multifamily Units with an Overall Density of 36.14 Dwelling Units per Acre (DU/AC) and Approval of the Conceptual Development Plan, Located on Approximately 3.32 Acres of Land (Franconia District)

This property is located on the S. side of Franconia Rd., E. of Grovedale Dr. and W. of Beulah St. Tax Map 81-3 ((5)) 3A, 2A, 2B, 2C1 and 83-3 ((8)) 503.

By Supervisor motion at the February 17, 2026, meeting, the public hearing was deferred to March 3, 2026, at 3:30 p.m. By Supervisor motion at the March 3, 2026, meeting, the public hearing was deferred to March 17, 2026, at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:
On February 4, 2026, the Planning Commission voted 9-0 (Commissioners Thomas and Wang were absent from the meeting. Commissioner Bennett recused herself from the discussion and vote.) to recommend to the Board of Supervisors approval of the following actions:

- RZ-2025-FR-00005 and its associated Conceptual Development Plan, subject to execution of the proffers dated January 20, 2026; and

- Waiver of the barrier requirement along the southern property line.

In a related action, the Planning Commission voted 9-0 (Commissioners Thomas and Wang were absent from the meeting. Commissioner Bennett recused herself from the discussion and vote.) to approve FDP-2025-FR-00005, subject to the Board of Supervisors' approval of the concurrent rezoning application.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

Board Agenda Item
March 17, 2026

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Nick Cicero, Planner, ZED, DPD

Board Agenda Item
March 17, 2026

4:00 p.m.

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Large-Scale Battery Energy Storage Systems

ISSUE:
The proposed Zoning Ordinance amendment revises the definition of Light Public Facility to include Large-Scale Battery Energy Storage System (BESS), adds a new definition for BESS, and adds new permissions, use standards, and special exception and development plan submission requirements for a large-scale BESS to provide for public safety and compatibility with surrounding uses.

PLANNING COMMISSION RECOMMENDATION:
On February 25, 2026, the Planning Commission voted 10-0 (Commissioner Hancock was absent from the meeting. Commissioner Sargeant recused himself from the discussion and vote.) to recommend to the Board of Supervisors the following actions:

- Adoption of the proposed Zoning Ordinance Amendment for Large-Scale Battery Energy Storage Systems as set forth in the Staff Report dated January 13, 2026, with an amendment to re-letter new standard 8101.3.D(14)(e) to 8101.3.D(14)(f) and delete “and approved by” in subsection 4102.X98(d) so that the sentence reads: A final decommissioning plan with all information required by subsections 8100.7.F and 8101.3.D(14)(f)2 must be submitted to the Director prior to site plan approval; and

- That the amendment become effective at 12:01 a.m. the day following adoption.

RECOMMENDATION:
The County Executive recommends that the Board adopt a Zoning Ordinance amendment for large-scale battery energy storage systems.

TIMING:
The Board authorized advertisement of the public hearings for this amendment on January 13, 2026. The Planning Commission public hearing is scheduled for February 25, 2026, at 7:30 p.m., and the Board public hearing will be held on March 17, 2026, at 4:00 p.m.

BACKGROUND:
BESS use rechargeable batteries to store energy from various sources, such as the electrical grid and renewable energy sources like solar or wind power, then provide that power back to a use or the grid when needed, such as during peak demand or when there is a power outage. BESS can help reduce energy waste and improve grid efficiency, which, over the long term, can translate into lower electricity rates for customers. BESS facilities also support clean energy incentives and decarbonization goals. The 2020 Virginia Clean Economy Act set a renewable portfolio standard of 100 percent carbon-free energy by 2050 for its two largest investor-owned utilities, Dominion Energy and Appalachian Power. Most Fairfax County residents are served by Dominion Energy. The Act sets energy storage targets to be achieved by the end of 2035; Dominion's target is to construct or acquire 2,700 megawatts (MW) of energy storage capacity by 2035, including an additional mandate that at least 35% of the energy storage facilities be purchased from a private entity that sells its capacity to the utility. BESS is a Priority 1 Topic that was first introduced in the FY 2025-2026 Zoning Ordinance Work Program and was carried over to the FY 2026-2027 Work Program approved by the Board on July 15, 2025.

The proposed Zoning Ordinance amendment includes large-scale BESS as a new use within the Light Utility Facility use category and proposes new permissions and standards specific to large-scale BESS to include setbacks, landscaping and screening, and other use-specific standards, such as additional special exception and development plan application submission requirements.

Permissions
The proposed amendment includes the following permissions for a large-scale battery energy storage system:

- Not permitted in residential districts and the PDH, PRC, PRM, and PCC Districts, unless co-located with a substation or solar power facility, and would be required to meet the Zoning Ordinance requirements for a large-scale BESS through a special exception or development plan approval, in addition to any other Zoning Ordinance requirements for the electrical substation or solar power facility.
- A special exception is required in all commercial districts, all industrial districts (other than I-I), and in the PDC and PTC districts (unless shown on an approved development plan).
- Not permitted in the R-A or I-I Districts.

Standards
The proposed substantive changes to the use-specific standards are highlighted below:

- Definition – The amendment adds large-scale battery energy storage system to the definition of Utility Facility, Light; and adds a specific definition for BESS.
- Large-scale BESS setbacks– The amendment adds specific standards for setbacks. The proposed setbacks are as follows:

  - From all lot lines: 100 feet (range 50 – 100 feet)
  - Abutting an R district or a property developed with a residential use: 200 feet (range 50 – 300 feet)
- Fencing – A fence or wall integral to a large-scale BESS site can exceed the maximum height allowed in the Zoning Ordinance.
- Emergency operations plan – A preliminary emergency operation plan will be required at time of special exception or development plan submission, with the final emergency operations plan submitted to and approved by the Office of Fire Marshal prior to issuance of a building permit.
- Decommissioning plan and security – A preliminary decommissioning plan will be required at time of special exception or development plan submittal, with the final plan and a financial security for implementation of the plan submitted to and approved by the Director prior to site plan approval.
- Noise study – A noise study would be required prior to site plan approval.
- Codes and standards – A large-scale BESS must meet the National Fire Protection Association 855 and Underwriters Laboratories Standard 9540A, among other applicable codes and standards.
- Transitional screening and barriers – The amendment adds large-scale battery energy storage system to the same use classification column and row as the solar power facility use in Table 5108.2; adds requirement for transitional screening when adjacent to other public, institutional, and community uses, commercial uses, and craft beverage establishments; and requires more extensive screening (Type 3) adjacent to all residential.

A more detailed discussion of these and other proposed changes is contained in the Staff Report (Attachment 2).

EQUITY IMPACT:
This Zoning Ordinance amendment relates to One Fairfax Policy Area of Focus 11, which encourages a quality built and natural environment that supports a high quality of life for all people. The proposed amendment would regulate large-scale BESS facilities Countywide and establish new permissions and standards to mitigate potential safety, visual, and noise impacts of a large-scale BESS on surrounding properties. One specific proposed standard that advances equity requires a setback from adjacent properties that are zoned to a residential district *and* from properties that are developed with a residential use, even if the zoning is not residential, such as existing manufactured home parks that are zoned to commercial or industrial districts. In addition, the One Fairfax policy encourages expansive community engagement to ensure that all people are heard and considered. Community meetings were broadly advertised and held to obtain public input on the proposed amendment as described in the Staff Report.

REGULATORY IMPACT:
The proposed amendment adds large-scale BESS as a new use and proposes use-specific permissions and standards. These proposed regulations are intended to address compatibility with and mitigate potential visual, noise, and safety impacts on surrounding uses and are more restrictive than current regulations in terms of permissions and additional required standards. In addition, per Table 8102.1 of the Zoning Ordinance, as a large-scale BESS would be a light utility facility, the special exception is subject to the current general special exception fee.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Planning Commission Action
Attachment 2 – Staff Report
https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=REC26&ID2=00000&ID3=003WM&agency=FFX&SeqNo=6277097

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Leslie B. Johnson, Zoning Administrator, DPD
William Mayland, Assistant Zoning Administrator, DPD
Carmen Bishop, Deputy Zoning Administrator, DPD
Jacqui Kamp, Principal Planner, DPD

ASSIGNED COUNSEL:
T. David Stoner, Deputy County Attorney
Laura S. Gori, Senior Assistant County Attorney

Board Agenda Item
March 17, 2026

4:00 p.m.

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Congregate Living Facilities

ISSUE:
The proposed Zoning Ordinance amendment revises the definition of a congregate living facility, expands permissions into additional districts, and provides additional use-specific standards to accompany the expanded permissions. These changes are intended to offer additional opportunities for housing with supportive services while maintaining compatibility with surrounding land uses.

PLANNING COMMISSION RECOMMENDATION:
On February 25, 2026, the Planning Commission voted 11-0 (Commissioner Hancock was absent from the meeting) to recommend to the Board of Supervisors adoption of the proposed Zoning Ordinance Amendment for Congregate Living Facilities as set forth in the Staff Report dated January 13, 2026, and that the amendment become effective at 12:01 a.m., the day following adoption.

RECOMMENDATION:
The County Executive recommends that the Board adopt a Zoning Ordinance amendment for congregate living facilities.

TIMING:
The Board authorized advertisement of the public hearings on January 13, 2026. The Planning Commission public hearing is scheduled for February 25, 2026, at 7:30 p.m., and the Board public hearing is scheduled for March 17, 2026, at 4:00 p.m.

BACKGROUND:
The Fiscal Year (FY) 2025/2026 Zoning Ordinance Work Program includes Congregate Living Facilities as a Priority 1 item (Topic #5). This item directs staff to review zoning provisions for congregate living facilities to potentially expand the zoning districts where congregate living facilities are permitted and to broaden the definition and standards. This item was carried over from the FY 2023/2024 work program (Topic 2B) and December 6, 2022, Board matter. The Work Program item is also a response to a Board Housing Committee meeting on November 22, 2022, which discussed zoning considerations to address homelessness.

The following changes are proposed:

Definition
The proposed definition includes examples of the range of populations served including persons experiencing homelessness; survivors of domestic violence, sexual assault, or child abuse; youth in crisis; patients or families in need of behavioral health, mental health, or medical services; and facilities that do not meet the requirements of Va. Code Sect. 15.2-2291 due to the type(s) of provided services and/or the number of residents. The proposed definition also specifies that a recovery residence, which is defined in Va. Code Sect. 37.2-431.1, may be considered a congregate living facility but is not required to provide on-site supportive services or staff, in accordance with state code.

Use Permissions
The proposed amendment expands the zoning districts where congregate living facilities may be allowed with special exception approval by adding the C-5 through C-8 Districts and I-2 through I-4 Districts.

Use-Specific Standards
The proposed changes to the use standards:

- Include a standard that requires congregate living facilities in commercial and industrial districts to be located within a reasonable distance of employment areas, public transportation, and community services.
- Include a standard prohibiting congregate living facilities in areas identified as Industrial in the Concept for Future Development Map in the Comprehensive Plan.
- Include a requirement to provide on-site staff and support services in a congregate living facility (other than a recovery residence).

Submission Requirements
The proposed amendment requires applicants to provide sufficient details regarding the proposed operation of the congregate living facility. This would include information about the population that would be served and how the facility would meet that population's specific needs.

A more detailed discussion of these and other proposed changes is contained in the Staff Report (Attachment 2).

EQUITY IMPACT:
This Zoning Ordinance amendment relates to One Fairfax Policy Area of Focus 11, which encourages "[a] quality built and natural environment that . . . supports a high quality of life . . . for all people." The proposed amendment would reduce regulatory barriers that limit where congregate living facilities may be located and would update the

definition to better reflect the range of housing with supportive services for individuals in need of such services. By broadening the districts where a congregate living facility may be permitted and clarifying the definition to reflect the breadth of supportive services that may be provided, the amendment supports increased access to safe, supervised housing options for individuals who rely on or are in need of supportive services.

Expanded opportunities for locating congregate living facilities may also help reduce geographic disparities in access to such facilities. In addition, the proposed standards are intended to ensure compatibility with surrounding land uses and that the occupants of these facilities have reasonable access to essential resources.

REGULATORY IMPACT:
The proposed amendment revises the permissions and standards for congregate living facilities. Changes include updating the definition and expanding the zoning districts where a congregate living facility may be permitted by special exception. This expansion of use permissions is paired with new standards requiring congregate living facilities in commercial and industrial districts to be located within a reasonable distance of employment areas and community services. The standards would also prohibit congregate living facilities in areas designated as Industrial (Areas 30, 31, and 32) on the Concept for Future Development Map in the Comprehensive Plan. In addition, a new submission requirement would require applicants to provide information about the population to be served and how the facility would meet that population's specific needs.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Planning Commission Action
Attachment 2 – Staff Report
https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=REC26&ID2=00000&ID3=003YM&agency=FFX&SeqNo=6277454
Attachment 3 – December 6, 2022 Board Matter
https://www.fairfaxcounty.gov/boardofsupervisors/sites/boardofsupervisors/files/assets/meeting-materials/2022/board/dec06-board-summary.pdf

STAFF:

Board Agenda Item
March 17, 2026

Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Leslie B. Johnson, Zoning Administrator, DPD
William Mayland, Assistant Zoning Administrator, DPD
Carmen Bishop, Deputy Zoning Administrator, DPD
Jennan Qato, Senior Planner, DPD

ASSIGNED COUNSEL:
T. David Stoner, Deputy County Attorney
Laura S. Gori, Senior Assistant County Attorney

Board Agenda Item
March 17, 2026

4:00 p.m.

Public Hearing on the Proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027

ISSUE:
Public hearing before the Fairfax County Board of Supervisors (Board) on the draft of the Proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027, as forwarded by the Consolidated Community Funding Advisory Committee (CCFAC).

RECOMMENDATION:
The County Executive recommends that, following the public hearing, the Board forward comments received on the Proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027 to the CCFAC for its consideration before the CCFAC makes its final recommendation to the Board for action on May 5, 2026.

TIMING:
On February 3, 2026, the Board authorized advertisement of a public hearing to take place on March 17, 2026, at 4:00 p.m. Board action on the Proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027 is scheduled for May 5, 2026.

BACKGROUND:
Fairfax County (County) is required to prepare a five-year consolidated plan (a consolidated plan) to inform County residents and the U.S. Department of Housing and Urban Development (HUD) about the County's affordable housing and community development goals during the period and the intended uses of Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funds (collectively, the Federal Funds) to achieve the identified goals. The County is also required to file a one-year action plan for each year covered by the consolidated plan to share the County's intended use of the expected Federal Funds and the consolidated plan goals that are expected to be achieved in that year. The consolidated and one-year action plans each identify and describe a wide range of needs, current programs and strategies, gaps and priorities for housing, community services, homelessness, community development, neighborhood preservation and revitalization, employment and economic opportunity programs, and

other services in the County. On January 13, 2026, the CCFAC authorized the release of the Proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027 for a public comment period. On February 3, 2026, the Board authorized advertisement and scheduling of a public hearing on the Proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027 to be held on March 17, 2026, at which residents may express their views on the proposed housing and community development goals, priorities, and needs, as well as on the proposed uses of the Federal Funds. The public comment period will end at the conclusion of the Board's public hearing.

The FY 2027 funding estimate in the draft FY 2027 One-Year Action Plan assumes the County's prior year CDBG, ESG, and HOME funding awards, planned expenditures and program resource needs for the future year, and uncommitted and projected program income for FY 2027. These funding assumptions are also submitted as part of the County's annual budget process for the Advertised Budget. The draft FY 2027 One-Year Action Plan also includes a HUD-mandated contingency plan (Contingency Plan) that describes how the allocations of the estimated Federal Funds are to be adjusted after HUD notice of the awards. HCD staff will make adjustments to the draft FY 2027 One-Year Action Plan based on instructions provided in the Contingency Plan.

The draft FY 2027 One-Year Action Plan includes a total $8,420,348 estimated allocation of grant Federal Funds to the County for FY 2027, as follows:

- $5,872,750 in CDBG
- $2,037,491 in HOME
- $510,107 in ESG

The draft FY 2027 One-Year Action Plan further includes a total $937,670 in estimated program income, as follows:

- $822,819 in CDBG
- $114,851 in HOME

After the end of the public comment period, the CCFAC will consider all comments received and will forward its Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027 to the Board for final action on May 5, 2026. Any necessary budgetary adjustments to the FY 2027 Adopted Budget based on the actual HUD award will be made during the FY 2026 Carryover Budget process, as outlined in the Contingency Plan.

EQUITY IMPACT:
The planned investment of federal funds across the 11 projects identified in the draft FY 2027 One-Year Action Plan not only meets the critical housing, human services, and community development needs but also aligns with multiple focus areas of the One Fairfax policy:

- Community and economic development policies and programs that promote wealth creation and ensure fair access for all people.
- Housing policies that encourage all who want to live in Fairfax to be able to do so, and the provision of a full spectrum of housing opportunities across the County.
- A health and human services system where opportunities exist for all individuals and families to be safe, be healthy and realize their potential through the provision of accessible, high quality, affordable and culturally appropriate services.

FISCAL IMPACT:
Funds identified in the draft FY 2027 One-Year Action Plan include CDBG $5,872,750, HOME $2,037,491, and ESG $510,107. Total estimated program income of $937,670, including CDBG program income of $822,819 and HOME program income of $114,851, are programmed for use in FY 2027 through this action. Any adjustments to this plan based on the FY 2027 HUD award and an as-yet-undetermined amount of previously programmed, unexpended funds would be carried forward or adjusted during the FY 2026 Carryover Budget process.

ENCLOSED DOCUMENTS:
The Proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027 are available at https://www.fairfaxcounty.gov/housing/data/consolidated-plan

STAFF:
Christopher Leonard, Deputy County Executive
Thomas Fleetwood, Director, Housing and Community Development (HCD)
Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD
Callahan Seltzer, Real Estate & Community Development Finance Manager, HCD
Laura O. Lazo, Associate Director, Grants Management (GM), HCD
Sherryn Craig, Program Manager, GM, HCD

Board Agenda Item
March 17, 2026

4:00 p.m.

Public Hearing on, and Approval of, the Proposed Sale of Sewer Revenue Bonds, 2026A and Sewer Revenue Refunding Bonds, Series 2026B

ISSUE:
Board authorization is needed to sell Sewer Revenue Bonds, Series 2026A in a maximum amount of $250,000,000 during the week of April 27, 2026. The bond proceeds will be used to fund a portion of the County's share of construction costs for Capital Improvement Programs (CIP) at the following Wastewater Treatment Plants (WTPs):

1. Noman M. Cole, Jr. Water Recycling Facility (NCWRF)
2. The DC Water Blue Plains Advanced WTP
3. Alexandria Renew Enterprises (ARE) WTP
4. Arlington County's WTP
5. Loudoun Water's Broad Run WTP
6. Upper Occoquan Service Authority

Proceeds from this bond series will also be used for upgrades to meet current environmental regulations, renovations, sewer reimbursement program and replacements of aging System infrastructure, and to purchase additional treatment capacity if needed by the Integrated Sewer System (System). The proceeds from the Sewer Revenue Refunding Bonds Series 2026B may be used to refund a portion of outstanding sewer revenue bonds pending market conditions at the time of the bond sale.

Per the Code of Virginia, the County must advertise and hold a public hearing before authorizing the issuance of the Series 2026A bonds. Virginia law does not require advertisement of a public hearing prior to issuance of refunding bonds, however, because both Series of Bonds will be part of one deal, and for administrative efficiency, staff recommend including the Series 2026B refunding bonds as part of the proposed public hearing.

RECOMMENDATION:
The County Executive recommends that the Board hold a public hearing and then adopt the attached Series Resolution that will authorize the sale of Sewer Revenue Bonds Series 2026A and the attached Series Resolution that will authorize the sale of Sewer Revenue Refunding Bonds, Series 2026B.

Lastly, the Office of the Clerk to the Board of Supervisors is directed to file certified copies of the Series Resolutions with the Circuit Court.

TIMING:
Immediate. On February 17, 2026, the Board authorized advertisement for a public hearing to be held on March 17, 2026, at 4:00 p.m. The public hearing was advertised on February 24, 2026, and March 3, 2026. The bond sale is anticipated to occur during the week of April 27, 2026, and close during the week of May 18, 2026 (Attachment 1).

BACKGROUND:
Sewer Revenue Bonds Series 2026 A – $250 million (new money)
County staff are recommending the Sewer Fund pursue the Series 2026A bond sale to finance capital projects. Bond proceeds will support the County's share of capital improvement projects at regional WTPs that provide wastewater capacity to meet the needs of the County's System. Project funding requirements are driven by environmental regulations as mandated by the Commonwealth of Virginia, Department of Environmental Quality, and renovation and replacement of aging infrastructure. These WTPs include the County's Noman M. Cole, Jr. Water Recycling Facility, the DC Water Blue Plains Advanced Wastewater Treatment Plant, Alexandria Renew Enterprises WTP, Arlington County's WTP, Upper Occoquan Service Authority, and Loudoun Water's Broad Run WTP.

Sewer Revenue Refunding Bonds Series 2026B - $93 million (refinancing)
In addition, County staff and its Financial Advisor are monitoring opportunities to refund existing sewer revenue bonds for savings. Under current market conditions, the County anticipates issuing approximately $93 million of bonds to refund the outstanding debt on the Series 2014 Bonds and Series 2016 Bonds. The total maximum amount of refunding bonds in the Series 2026B resolution will reflect $300 million for refinancing flexibility.

EQUITY IMPACT:
This Board action has no adverse equity impact. The sewer rates are a significant part of the County's award-winning Wastewater Management Program which protects public health and the environment. They are also the primary revenue source for repayment of the proposed sewer revenue bonds to be sold, and current as well as future estimated rates are included in the annual County budget documents. Untreated wastewater causes diseases to proliferate, including hepatitis, tetanus, typhoid, cholera, enterovirus, and others, that thrive in untreated human sewage. Untreated wastewater

also ruins water quality and kills aquatic life.

The Department of Public Works and Environmental Services (DPWES) administers an integrated sewer system, with fees dedicated to capital improvements County-wide, regardless of the amount of fees contributed. Fairfax County also surpasses the Environmental Protection Agency (EPA) national average for good control of its sewer system by controlling sanitary sewer overflows with aggressive cleaning of sewers Countywide.

The Fairfax County Wastewater Management Program also ensures proper conveyance and treatment of sewage away from 91 percent of households with high vulnerability index ratings, and 100 percent of households with a vulnerability index greater than 4. The Sewer Service area map (Attachment 2) shows the Fairfax County Approved Sewer Service Area (ASSA) in comparison to the vulnerability index scores.

Vulnerability Index	Number of Households in ASSA	Number of Households Not in ASSA	% IN	% OUT
0-1	1,501	181	89%	11%
1-2	133,782	21,021	86%	14%
2-3	133,687	5,299	96%	4%
3-4	34,169	4,684	88%	12%
4-5	2,037	-	100%	0%
	305,176	31,185	91%	9%

The sewer rates are structured to be equivalent across all customers of the County. The quarterly sewer bills have two components, a Sewer Service (or volumetric) Charge and Base Charge. The volumetric charge is based on the amount of water consumed by a customer, providing customers with the ability to reduce the amount of water they use and thereby reducing the amount they are charged. In addition, the volumetric charge for residential units is capped at the volume of water used during winter quarter months or the actual use, whichever is less. So, residential customers are not charged a wastewater fee for water used outside of the house (e.g., for landscape irrigation, washing cars) during warmer months. Commercial customers are charged based on all the water consumed. However, commercial customers may install a “deduct water meter” to measure and subtract from the total water consumed the amount of water that does not enter the sewer system.

The County’s sewer charge is well below the EPA’s Financial Capability Assessment Guidance. One common measure of rate affordability is to evaluate the typical residential bill (annualized) relative to the annual median household income (“MHI”) within the service area. Industry standards consider a wastewater bill at 1 percent or

lower than the MHI as a low potential economic impact on residents. The proposed residential wastewater charges for the County for 2027 would be 0.6 percent of MHI, well below the lowest industry threshold.

The sewer rate equity impact is further addressed by the County-wide programs that assist low-income households and those living in vulnerable communities and Fairfax Water's policy for providing water service. Fairfax Water bills ratepayers on behalf of the DPWES wastewater management program. Customers who do not pay their water bills on time receive a grace period to come into compliance. Fairfax Water directs customers to the following assistance options, provided in multiple languages:

- Set up a Payment Plan. Customers may establish a payment plan with Fairfax Water.
- Request payment assistance through local community organizations that may assist with utility bill payment.
- Refers customers to:
    - Fairfax County Department of Family Services - 703.324.7450
    - Fairfax Department of Housing - 703.324.8122
    - Fairfax County Coordinated Services Planning - 703.222.0880

When Fairfax Water refers the nonpaying community to Coordinated Services Planning, community members can rely on several County-wide programs. Ratepayers who are struggling to pay their water and sewer bills are typically experiencing other hardships, and several County departments focus on providing a holistic solution to improve the food and water security for vulnerable households through the Community Consolidated Funding Pool and Coordinated Services Planning:

- Offers 17 languages on staff.
- Provides a CAREVAN, which targets areas of food insecurity, and Title I schools to provide food pantry availability.
- Coordinated Services Planning (CSP) does outreach to the community as part of a program. They have a long-standing relationship with the community and the partners in the community.
- The Community Provider Strategy Team (CPST) represents a collaborative network of community/County health and human services providers representative of the County's diversity. The CPST strategically works to increase a collective capacity to serve and meet urgent and ongoing basic needs in the Fairfax County community.

In addition, the Department of Neighborhood and Community Services (NCS) operate community centers throughout the County that can assist ratepayers. The Department of Housing and Community Development provides Section 8 housing and administers a

Board Agenda Item
March 17, 2026

Home Improvement Loan Program.

Under current state law, DPWES is not empowered to establish a sewer fee to assist low-income and vulnerable households. As a County in the Commonwealth of Virginia, Fairfax County is subject to the Dillon Rule and can only establish programs and ordinances expressly empowered by Virginia. As a result, the best improvement currently available is for DPWES to perform outreach by contributing wastewater ratepayer information to the NCS and CPST outreach programs.

FISCAL IMPACT:
Assuming market conditions as of February 10, 2026, annualized debt service payments for the Series 2026A will be approximately $14.8 million. Funding will be available in Fund 69000, Sewer Revenue, with no General Fund impact. This bond sale is in conformance with the Sewer Revenue Fund's 10-year Capital Improvement Program and the January 2026 Revenue Sufficiency and Rate Analysis study.

Based on market conditions as of February 10, 2026, the Series 2026B refunding is expected to generate approximately $7.2 million in total debt service savings over the remaining term of the Series 2014 and Series 2016 Sewer Revenue Bonds. The resolution would position the County to capture savings on any of the outstanding sewer revenue bonds if future market conditions change. The total maximum amount of refunding bonds in the Series 2026B resolution will reflect $300 million for refinancing flexibility.

ENCLOSED DOCUMENTS:
Attachment 1-Sewer Bond Sale Schedule of Events
Attachment 2-Sewer Service Area in Vulnerable Communities
Attachment 3-Series 2026A Sewer Resolution
Attachment 4-Series 2026B Sewer Resolution
Attachment 5-Preliminary Official Statement

STAFF:
Jennifer Miller, Deputy County Executive
Christina Jackson, Deputy County Executive/Chief Financial Officer
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Codding, Deputy Director, Stormwater and Wastewater Division, DPWES
William Barrack, Director, Wastewater Planning and Monitoring Division, DPWES
Yin Jia, Financial Manager, Wastewater Management, DPWES

Board Agenda Item
March 17, 2026

Philip A. Hagen, Director, Department of Management and Budget
Joseph LaHait, Deputy Director, Department of Management and Budget

ASSIGNED COUNSEL:
Emily Smith, Assistant County Attorney

Attachment 1

DRAFT Bond Sale Schedule
Fairfax County, Virginia
Sewer Revenue & Refunding Bonds, Series 2026

January 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Week of	Activity & Event	Responsible Party
Jan 6th	Draft of Series Resolution, POS, NOS & Supp. Reso ("Bond Documents") distributed	NRF
	Draft Admin Item for Feb 17th distributed	FX
Jan 12th	Comments due on Bond Documents	All
Jan 19th	Revised draft of Bond Documents distributed	NRF
	Tues, Jan 20th – Board Title due for Feb 17th Public Hearing request	FX
	Thurs, Jan 22nd – Admin Item due for Feb 17th Public Hearing request	FX
Jan 26th	Draft Admin Item for Mar 17th distributed	FX
Feb 2nd	First draft of ratings presentation sent to County	PFM
Feb 9th	Revised draft of Bond Documents distributed	NRF
Feb 16th	Mon, Feb 16th – Presidents' Day Holiday	-
	Tues, Feb 17th – County Board considers Public Hearing advertisement	FX
	Tues, Feb 17th – Board Titles due for Mar 17th meeting	FX
	Thurs, Feb 19th – Board Item & Bond Documents due for Mar 17th meeting	FX
Feb 23rd	Revised draft of ratings presentation sent to County	PFM
	Credit Assessment & Rating Agency Prep Call	PFM, FX
Mar 2nd	Revised draft of POS & NOS distributed	NRF
	First Notice of Public Hearing Published	FX
Mar 9th	Comments due on Bond Documents	All
	Finalize ratings presentation	PFM, FX
	Second notice of public hearing posted	FX
Mar 16th	**Tues, Mar 17th – Public Hearing & County Board considers Bond Documents**	FX
	Send draft Bond Documents to rating agencies	PFM
	Rating Agency Calls	FX, PFM

Legend:
FX = Fairfax County
PFM = PFM Financial Advisors, Financial Advisor
NRF = Norton Rose Fulbright, Bond Counsel

2/21/2026

Attachment 1

DRAFT Bond Sale Schedule
Fairfax County, Virginia
Sewer Revenue & Refunding Bonds, Series 2026

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

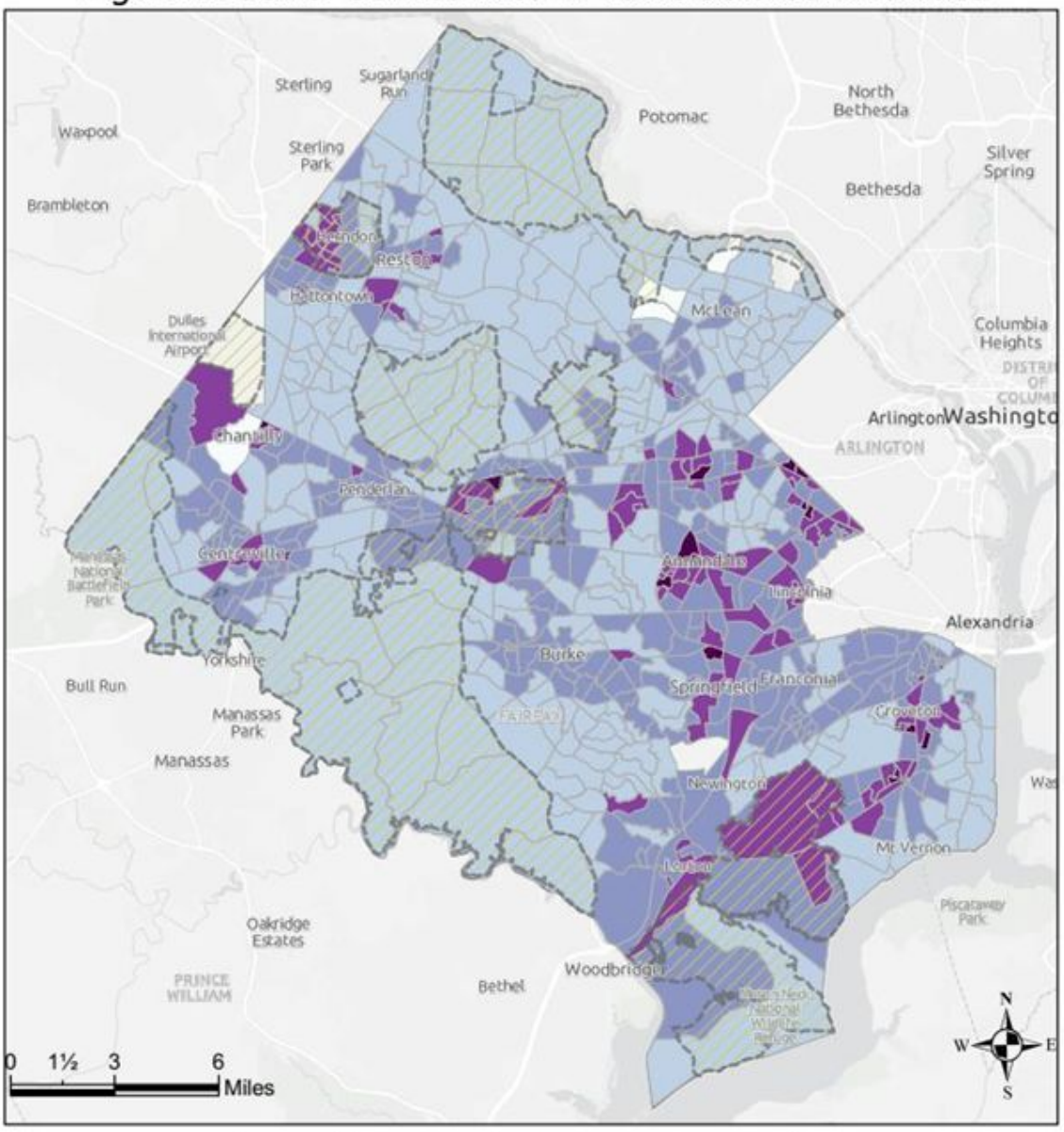
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Week of	Activity & Event	Responsible Party
Mar 23rd	Rating Agency follow-up, as needed	FX, PFM
Mar 30th	*Spring Break*	All
Apr 6th	Receive bond ratings Call to review POS	- All
Apr 13th	Tues, Apr 14th – Thurs, Apr 16th – Public hearing on FY26 sewer rates Thurs, April 16th – 90 days prior to call date on Series 2016 Bonds Clerk of Court sends Resolution to Court Fri, Apr 17th – POS & NOS posted	FX FX FX NRF
Apr 20th	Pre-marketing	PFM
Apr 27th	**Tues, Apr 28th – Competitive Bond Sale**	PFM, FX
May 4th	Finalize & Post OS Tues, May 5th – County Board adopts FY26 sewer rates	NRF FX
May 11th	Finalize Closing Documents	NRF
May 18th	**Thurs, May 21st – Closing & investment of bond proceeds**	All

Legend:
FX = Fairfax County
PFM = PFM Financial Advisors, Financial Advisor
NRF = Norton Rose Fulbright, Bond Counsel

2/21/2026

Figure 1. Sewer Service Area in Vulnerable Communities



Legend

Outside ASSA

Vulnerability Index	# of households inside the ASSA	# of households outside of the ASSA	Total # of households
0 - 1	1,501	181	1,682
1 - 2	133,782	21,021	154,803
2 - 3	133,687	5,299	138,986
3 - 4	34,169	4,684	38,853
4 - 5	2,037	0	2,037
Total	305,176	31,185	336,361

Date: 3/3/2023

At a regular meeting of the Board Supervisors of Fairfax County, Virginia, held in the Board auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on March __, 2026, at which meeting a quorum was present and voting, the following resolution was adopted:

Fairfax County,

Virginia

SERIES RESOLUTION

SERIES RESOLUTION SUPPLEMENTING AND AMENDING THE GENERAL BOND RESOLUTION OF THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, AUTHORIZING THE ISSUANCE OF SEWER REVENUE BONDS, TO PROVIDE FOR THE SALE AND ISSUANCE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $250,000,000 SEWER REVENUE BONDS, IN ONE OR MORE SERIES; DELEGATING TO THE CHAIRMAN AND VICE CHAIRMAN OF THE BOARD, THE COUNTY EXECUTIVE AND THE CHIEF FINANCIAL OFFICER OF THE COUNTY AUTHORITY TO DETERMINE CERTAIN DETAILS OF SUCH BONDS AND TO ACCEPT OFFERS FOR THE PURCHASE OF SUCH BONDS; DESIGNATING A PAYING AGENT AND BOND REGISTRAR AND DEPOSITARY FOR THE BONDS; APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS; APPROVING THE USE OF A NOTICE CALLING FOR BIDS TO PURCHASE SUCH BONDS; APPROVING THE MAKING OF A CONTINUING DISCLOSURE AGREEMENT; AND DIRECTING THE AUTHENTICATION AND DELIVERY OF SUCH BONDS.

WHEREAS, the Board of Supervisors (the "Board of Supervisors" or "Board") of Fairfax County, Virginia ("County"), has adopted a General Bond Resolution authorizing the issuance

initially of not exceeding $179,000,000 Sewer Revenue Bonds and thereafter the issuance of additional and refunding sewer revenue bonds (such resolution as initially adopted on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, further amended and restated on May 18, 2009, effective July 1, 2009, and further amended on May 21, 2024, and, as further supplemented and amended from time to time, herein called the "General Bond Resolution"); and

WHEREAS, the Board of Supervisors has determined to issue additional bonds authorized pursuant to the provisions of Section 209 of the General Bond Resolution for the purpose of providing funds, with any other available funds, for paying a portion of costs of improvements to the County's sanitary sewer system including capital improvements to regional systems in which County has acquired capacity, as more fully described in Exhibit A hereto (the "Project"), such bonds to be payable solely from the funds provided under the General Bond Resolution and this Series Resolution; and

WHEREAS, the Board has determined to delegate, pursuant to the terms of this Series Resolution, to each of the Chairman and Vice Chairman of the Board and the County Executive and the Chief Financial Officer of the County (each a "Delegate") authority to determine whether a competitive sale or negotiated sale of the bonds to be issued pursuant to this Series Resolution is in the best interest of the County; and

WHEREAS, the Board has found and determined that the issuance and sale of the bonds authorized hereby on the terms contemplated hereby are in the public interest and otherwise beneficial to the County; and

WHEREAS, Section 209 of the General Bond Resolution contemplates that the County will fix in this Series Resolution the aggregate principal amount of the additional bonds and the details thereof and describe the Project to be financed; and

WHEREAS, the Board has found and determined that it is in the public interest and otherwise beneficial to the County to amend, in the manner described herein, the definition of the term "Defeasance Obligations" in the General Bond Resolution with respect to bonds issued pursuant to this Series Resolution and that such amendment will not adversely affect the security for the bonds previously issued pursuant to the General Bond Resolution; and

WHEREAS, County staff has presented to the Board a draft of the Preliminary Official Statement to be furnished for use in connection with a sale of the bonds authorized hereby upon the terms set forth therein and will prepare a final Official Statement to be furnished to the purchasers or underwriters of the bonds for their use in connection with a bona fide public offering of the bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, AS FOLLOWS:

Section 1. Authorization of Bonds. Pursuant to Section 209 of the General Bond Resolution, bonds of Fairfax County, Virginia, are hereby authorized to be issued as Current Interest Bonds, in one or more series, in the maximum aggregate principal amount not to exceed $250,000,000 to provide funds, with any other available funds, for paying a portion of the cost of

financing, acquiring, constructing and placing into service the Project specified in Exhibit A hereto. The bonds authorized hereby shall be designated "Sewer Revenue Bonds, Series 2026 [A]" (the "Bonds"), or otherwise as determined by a Delegate. The definitive Bonds shall be issuable as fully registered bonds without coupons, in the denominations of $5,000 and any whole multiple thereof, shall be dated, and shall be numbered from R-1 upwards. The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York, and immobilized in its custody.

All of the Bonds shall mature on July 15 of such years and in such principal amounts, and shall bear interest, payable on January 15 and July 15 of each year unless such different dates are determined pursuant to Section 2 hereof.

Section 2. Delegation. The Board of Supervisors hereby delegates to each of the Delegates the powers and duties to determine the following, such delegation to be effective only if the Board of Supervisors shall not then be in session (the Board not to be deemed in session if less than a quorum is present and voting):

(a) The aggregate principal amount of the Bonds, which is not to exceed $250,000,000 required to provide financing for the Project and pay costs of issuance for the Bonds;

(b) Subject to the provisions of Section 5 hereof, whether the Bonds shall be sold in a negotiated sale to one or more underwriters or in a competitive sale process;

(c) The respective annual maturity dates and any mandatory redemption dates of the Bonds, and the respective principal amounts of the Bonds to mature or be redeemed on such dates, provided that the first maturity date shall occur no later than December 1, 2029, and the final maturity date shall not be later than December 1, 2057;

(d) The dated date of the Bonds, provided, however, that the Bonds shall be dated their date of issue or as of a customary date preceding their date of issue;

(e) The semi-annual interest payment dates, or such other interest payment dates deemed applicable, for the Bonds and the record date for the Bonds, provided that the first interest payment date shall be not more than ten (10) months after the dated date of the Bonds;

(f) The status of the Bonds as Serial Bonds or Term Bonds or a combination thereof, whichever is most likely to be best received by purchasers of or bidders for the Bonds; and

(g) The optional redemption provisions of the Bonds, provided that Bonds shall be made subject to redemption at the option of the County on a date or dates and at the price of par plus accrued interest plus a redemption premium, if any, not in excess of three percent (3%), the first such date on which such a redemption may occur to be no later than the eleventh (11th) anniversary of the dated date of the Bonds.

Section 3. Designations. Pursuant to the General Bond Resolution, the County hereby appoints U.S. Bank Trust Company, National Association, Richmond, Virginia, as (i) Paying Agent and Bond Registrar for the Bonds and (ii) Depositary for the Bonds.

Section 4. Redemption Provisions. (a) When the Bonds become subject to redemption as determined in accordance with Section 2(g), they may be redeemed prior to their respective maturities, at the option of the County, from any money that may be made available for such purpose other than money set aside in respect of the Sinking Fund Requirement, either in whole or in part on any date, at the applicable redemption prices expressed as a percentage of the principal amount of Bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall have been set aside with the Paying Agent or a depositary (either, a "depositary") for the purpose of paying such Bonds, then on the redemption date the Bonds will become due and payable. In either case, if on the redemption date the County holds money to pay the Bonds called for redemption, thereafter no interest will accrue on those Bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those Bonds.

The County shall give a redemption notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board.

(b) The following provisions shall apply to any Term Bond or Bonds:

Any Term Bond or Bonds shall be called for redemption, in part, on July 15, or date determined pursuant to the delegation in Section 2 hereof, in such years and in the principal amounts equal to the respective Sinking Fund Requirements for such Term Bonds, which Sinking Fund Requirement shall correspond to the maturities of the Serial Bonds subsumed in such Term Bond or Bonds (less the principal amount of any Term Bond retired by purchase and otherwise subject to adjustment as herein provided in this Section) from money in the Debt Service Subfund at a redemption price equal to par plus accrued interest thereon to the date fixed for redemption.

Amounts accumulated for each Sinking Fund Requirement may be applied by the County prior to the giving of notice of redemption of the Bonds on account of such Sinking Fund Requirement to the purchase for cancellation of Bonds at a cost not exceeding the principal amount thereof plus accrued interest, and upon any such purchase, an amount equal to the principal amount thereof shall be credited toward the applicable Sinking Fund Requirement. The accrued interest on any Bonds so purchased shall be paid from money in the appropriate special account in the Debt Service Subfund established in respect of the interest accrued on the Bonds.

If at the close of any Principal Payment Date the total principal amount of the Term Bonds of any maturity of each Series retired by purchase or redemption or called for redemption under the provisions of this Series Resolution prior to such Principal Payment Date shall be in excess of the total amount of the Sinking Fund Requirements for the Term Bonds of such maturity and Series on such Principal Payment Date, then, the total amount of the Sinking Fund Requirements for the Term Bonds of such maturity and Series for all subsequent Principal Payment Dates shall be reduced by the amount of such excess. The amount of the reduction in the Sinking Fund Requirement for each such subsequent Principal Payment Date shall be specified in a certificate of a County Representative filed with the Clerk to the Board of Supervisors.

It shall be the duty of the Department of Finance of the County, on or before the 1st day of December, to compute the Sinking Fund Requirements for all subsequent Principal Payment Dates for the Term Bonds of each Series then Outstanding. The Sinking Fund Requirements for the next succeeding Principal Payment Date shall continue to be applicable and no further adjustment shall be made therein by reason of Bonds purchased or redeemed prior to the next succeeding Principal Payment Date.

Any such redemption, either in whole or in part, shall be made in the manner and under the terms and conditions provided in the General Bond Resolution.

Section 5. Sale of the Bonds.

(a) Sale. The Bonds shall be offered in a negotiated sale or for competitive bidding to one or more underwriters on such dates as a Delegate determines in consultation with the County's Financial Advisor, such dates to be not later than December 31, 2026.

(b)(i) Competitive Sale Delegation. Each Delegate is hereby authorized to accept the lowest bid (determined in accordance with the Notice of Sale (described herein)) for the Bonds, being offered for sale by the County at competitive bidding on one or more dates not later than December 31, 2026, subject to the following conditions: (A) a Delegate shall have determined that the bid conforms in all material respects to the requirements of the Notice of Sale, (B) a Delegate shall have determined that the bid to be accepted is the lowest bid conforming to the terms of the Notice of Sale, (C) the Financial Advisor to the County shall have recommended that the lowest conforming bid be accepted, and (D) the true interest cost of such bid shall not exceed 5.50%.

In the event of a competitive sale by the County the distribution of an Official Notice of Sale (the "Notice of Sale"), substantially in the form presented to this meeting, is hereby authorized. Alternatively, the Clerk to the Board may cause to be published a summary of the principal terms of the Notice of Sale. County staff is also authorized to take any actions necessary or appropriate for selling the Bonds in a competitive sale pursuant to bids received electronically via the BiDCOMP/Parity Competitive Bidding System or similar electronic based competitive bidding system. The award of the Bonds as contemplated by Section 5(b)(i) of this Series Resolution shall be conclusive evidence of the approval of the terms of the Notice of Sale

(ii) Negotiated Sale Delegation. Each Delegate is hereby authorized to sell the Bonds in a negotiated sale to one or more underwriters through the execution of a Bond Purchase

Agreement (as defined below) on one or more dates not later than December 31, 2026, subject to the following conditions: (A) the Financial Advisor to the County shall have recommended that due to financial market conditions such a negotiated sale best serves the interest of the County, (B) the true interest cost of the Bonds sold shall not exceed 5.50%, and (C) the underwriters of the Bonds shall have been chosen pursuant to County guidelines.

In the event of a negotiated sale, the Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such other officer or officers of the County as may be designated by any one of them, is hereby authorized and directed to execute a bond purchase agreement, setting forth the terms of the sale of the Bonds. Such bond purchase agreement shall only be executed (i) if such agreement does not contain any terms contradictory to the terms of this Resolution and (ii) the Financial Advisor to the County shall recommend to the County the execution of such agreement.

Section 6. Official Statement. The Preliminary Official Statement of the County relating to the Bonds, and the final preparation and circulation thereof, the completion thereof with the results of the sale and the printing and delivery to the winning bidder or underwriter of a reasonable number of copies thereof as so completed (the "final Official Statement") are hereby approved and authorized, and the Chairman or Vice Chairman of the Board of Supervisors is hereby authorized and directed to execute and deliver the final Official Statement, both the Preliminary Official Statement and the final Official Statement to be in substantially the form of the draft Preliminary Official Statement presented at this meeting, with the changes contemplated hereby and such other changes as the Chairman or Vice Chairman may approve, his or her signature on the final Official Statement to be conclusive evidence of his or her approval thereof.

Section 7. Continuing Disclosure Agreement. The form of the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") presented to this meeting is hereby approved, and each of the Delegates is authorized to execute and deliver, in the name and on behalf of the County, the Continuing Disclosure Agreement in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the Delegate executing the Continuing Disclosure Agreement, the execution thereof by such officer being conclusive evidence of such approval.

Section 8. Manner of Execution of Bonds. The Bonds shall be executed with the facsimile signatures of the Chairman or the Vice Chairman of the Board of Supervisors and the Clerk to the Board, and a facsimile of the official seal of the Board shall be imprinted on the Bonds. The Bonds shall be authenticated by the Bond Registrar for the Bonds and shall be delivered to or for the account of the purchasers of the Bonds upon receipt of the purchase price of the Bonds.

Section 9. Application of Proceeds of Bonds. The proceeds of the Bonds shall be deposited in accordance with the provisions of Section 209 of the General Bond Resolution as follows:

(1) accrued interest, if any, on the Bonds shall be paid to the Depositary thereof for deposit to the Debt Service Subfund; and

(2) the balance shall be retained by the County and deposited to the credit of a special account within the Construction Subfund.

Money deposited in each of the Subfunds shall be held in trust and disbursed in accordance with the General Bond Resolution.

Section 10. Tax Covenant. The County covenants that it will comply with the provisions of the Internal Revenue Code of 1986, as amended, to the extent necessary so that interest on the Bonds will remain excludable from gross income from existing federal income tax to the same extent as it is excludable on the date of the issuance of the Bonds.

Section 11. Amendment of General Bond Resolution-Defeasance Obligations with Respect to Bonds Issued Pursuant to this Series Resolution. Pursuant to Section 1101(g) of the General Bond Resolution, the definition of "Defeasance Obligations" in Section 101 of the General Bond Resolution is hereby amended, solely with respect to the defeasance, pursuant to Section 1201 of the General Bond Resolution and for purposes of Section 307 of the General Bond Resolution, of Bonds issued pursuant to this Series Resolution, to read as follows:

"Defeasance Obligations" means (i) Government Obligations, (ii) obligations unconditionally guaranteed by the United States of America, or evidences of indirect ownership of such obligations, and (iii) the obligations described in clause (D) of the definition of "Investment Obligations."

Section 12. Definitions. All terms not otherwise defined herein shall have the meanings ascribed thereto by the General Bond Resolution.

Section 13. Authority of Officers. The officers and agents of the County are hereby authorized and directed to do all the acts and things required of them by the Bonds and by this Series Resolution for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and in this Series Resolution.

Section 14. Effectiveness. This Series Resolution shall take effect immediately upon its adoption. This Series Resolution shall also serve as a supplemental resolution to the General Bond Resolution pursuant to Section 1101 of the General Bond Resolution.

A Copy - Teste:

_____
Jill G. Cooper,
Clerk for the Board of Supervisors

Attachment 3

EXHIBIT A

Project [to be updated]

Construction costs for capital improvement programs at the following wastewater treatment plants:

1. Noman M. Cole, Jr. Pollution Control Plant;

2. The District of Columbia Water and Sewer Authority Blue Plains Advanced Wastewater Treatment Plant;

3. Alexandria Renew Enterprises Wastewater Treatment Plant;

4. Arlington County Wastewater Treatment Plant;

5. Loudoun Water's Broad Run Wastewater Treatment Plant; and

6. The County's share of capital costs relating to Upper Occoquan Service Authority wastewater treatment plant facilities.

Project costs also include upgrades to meet current environmental regulations, extensions, improvements or additions to, and renovations and replacements of County sanitary sewer system infrastructure and to purchase additional treatment capacity if needed.

At a regular meeting of the Board Supervisors of Fairfax County, Virginia, held in the Board auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on March __, 2026, at which meeting a quorum was present and voting, the following resolution was adopted:

FAIRFAX COUNTY

Virginia

SERIES RESOLUTION

SERIES RESOLUTION SUPPLEMENTING AND AMENDING THE GENERAL BOND RESOLUTION OF THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, AUTHORIZING THE SALE AND ISSUANCE OF SEWER REVENUE BONDS, TO PROVIDE FOR THE ISSUANCE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $300,000,000 SEWER REVENUE REFUNDING BONDS, IN ONE OR MORE SERIES; DELEGATING TO THE CHAIRMAN AND VICE CHAIRMAN OF THE BOARD, THE COUNTY EXECUTIVE AND THE CHIEF FINANCIAL OFFICER OF THE COUNTY AUTHORITY TO DETERMINE CERTAIN DETAILS OF SUCH BONDS AND TO ACCEPT OFFERS FOR THE PURCHASE OF SUCH BONDS; DESIGNATING A PAYING AGENT AND BOND REGISTRAR AND DEPOSITARY FOR THE BONDS; APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS; AND APPROVING THE USE OF A NOTICE CALLING FOR BIDS TO PURCHASE OF SUCH BONDS; APPROVING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT AND AN ESCROW DEPOSIT AGREEMENT; AND DIRECTING THE AUTHENTICATION AND DELIVERY OF SUCH BONDS.

WHEREAS, the Board of Supervisors (the "Board of Supervisors" or "Board") of Fairfax County, Virginia ("County"), has adopted a General Bond Resolution authorizing the issuance initially of not exceeding $179,000,000 Sewer Revenue Bonds and thereafter the issuance of additional and refunding sewer revenue bonds (such resolution as initially adopted on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, further amended and restated on May 18, 2009 effective July 1, 2009, further amended on May 21, 2024, and as further supplemented and amended from time to time, herein called the "General Bond Resolution"); and

WHEREAS, the County has determined, based on the advice of its Financial Advisor (the "Financial Advisor") and subject to favorable market conditions, that it is advantageous to the County to refund all or a portion of its outstanding Sewer Revenue Refunding Bonds, Series 2014 (the "2014 Bonds"), stated to mature on or after July 15, 2026, that are subject to optional redemption by the County; and

WHEREAS, 2014 Bonds in the aggregate principal amount of $16,730,000 stated to mature on and after July 15, 2026 (the "2014 Refunding Candidates"), are subject to redemption at the option of the County on or after their July 15, 2026, redemption date at the redemption price of 100% thereof; and

WHEREAS, the County has determined, based on the advice of its Financial Advisor and subject to favorable market conditions, that it is advantageous to the County to refund all or a portion of its outstanding Sewer Revenue Refunding Bonds, Series 2016A (the "2016 Bonds"), stated to mature on or after July 15, 2027, that are subject to optional redemption by the County; and

WHEREAS, 2016 Bonds in the aggregate principal amount of $121,835,000 stated to mature on and after July 15, 2027 (the "2016 Refunding Candidates"), are subject to redemption at the option of the County on their July 15, 2026, redemption date at the redemption price of 100% thereof; and

WHEREAS, the County has determined, based on the advice of its Financial Advisor and subject to favorable market conditions, that it is advantageous to the County to refund all or a portion of its outstanding Sewer Revenue Bonds, Series 2017 (the "2017 Bonds"), stated to mature on or after July 15, 2027, that are subject to optional redemption by the County; and

WHEREAS, 2017 Bonds in the aggregate principal amount of $69,645,000 stated to mature on and after July 15, 2028 (the "2017 Refunding Candidates), are subject to redemption at the option of the County on their July 15, 2027, redemption date at the redemption price of 100% thereof; and

WHEREAS, the County has determined, based on the advice of its Financial Advisor and subject to favorable market conditions, that it is advantageous to the County to refund all or a portion of its outstanding Sewer Revenue Bonds, Series 2021A (the "2021A Bonds"), stated to mature on or after July 15, 2032, that are subject to optional redemption by the County; and

WHEREAS, 2021A Bonds in the aggregate principal amount of $157,285,000 stated to mature on and after July 15, 2032 (the "2021A Refunding Candidates"), are subject to redemption

at the option of the County on their July 15, 2031, redemption date at the redemption price of 100% thereof; and

WHEREAS, the County has determined, based on the advice of its Financial Advisor and subject to favorable market conditions, that it is advantageous to the County to refund all or a portion of its outstanding Sewer Revenue Bonds, Series 2021B (the "2021B Bonds"), stated to mature on or after July 15, 2036, that are subject to optional redemption by the County; and

WHEREAS, 2021B Bonds in the aggregate principal amount of $24,210,000 stated to mature on and after July 15, 2036 (the "2021B Refunding Candidates"), are subject to redemption at the option of the County on their July 15, 2031, redemption date at the redemption price of 100% thereof; and

WHEREAS, the County has determined, based on the advice of its Financial Advisor and subject to favorable market conditions, that it is advantageous to the County to refund all or a portion of its outstanding Sewer Revenue Bonds, Series 2024A (the "2024A Bonds"), stated to mature on or after July 15, 2035, that are subject to optional redemption by the County; and

WHEREAS, 2024A Bonds in the aggregate principal amount of $101,700,000 stated to mature on and after July 15, 2035 (the "2024A Refunding Candidates" and, together with the 2012 Refunding Candidates, the 2014 Refunding Candidates, the 2016 Refunding Candidates, the 2017 Refunding Candidates, the 2021A Refunding Candidates, and the 2021B Refunding Candidates, the "Refunding Candidates"), are subject to redemption at the option of the County on their July 15, 2034, redemption date at the redemption price of 100% thereof; and

WHEREAS, the County has determined to provide for the issuance of one or more series of refunding bonds pursuant to Section 210 of the General Bond Resolution (the "Refunding Bonds") for the purpose of providing funds, with any other available funds, for refunding all or any of the Refunding Candidates (the Refunding Candidates actually refunded, the "Refunded Bonds"), including the payment of the redemption price thereon and interest that will accrue on the Refunded Bonds to their respective redemption dates and the expenses in connection with such refunding; and

WHEREAS, the Board has determined to delegate, pursuant to the terms of this Series Resolution, to each of the Chairman and Vice Chairman of the Board and the County Executive and the Chief Financial Officer of the County (each a "Delegate") authority to make certain determinations for such obligations to be issued pursuant to this Series Resolution that are in the best interest of the County; and

WHEREAS, the Board has found and determined that the issuance and sale of the Refunding Bonds authorized hereby on the terms contemplated hereby are in the public interest and otherwise beneficial to the County; and

WHEREAS, Section 210 of the General Bond Resolution contemplates that the County will fix in this Series Resolution the aggregate principal amount of the Refunding Bonds and the details thereof and describe the indebtedness to be refunded; and

WHEREAS, County staff has prepared a draft of the Preliminary Official Statement to be furnished for use in connection with a sale of the bonds authorized hereby upon the terms set forth therein and will prepare a final Official Statement to be furnished to the purchasers or underwriters of the bonds for their use in connection with a bona fide public offering of the bonds; and

WHEREAS, the Board has found and determined that it is in the public interest and otherwise beneficial to the County to amend, in the manner described herein, the definition of the term "Defeasance Obligations" in the General Bond Resolution with respect to bonds issued pursuant to this Series Resolution and that such amendment will not adversely affect the security for the bonds previously issued pursuant to the General Bond Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, AS FOLLOWS:

Section 1. Authorization of Refunding Bonds. Pursuant to Section 210 of the General Bond Resolution, Bonds of Fairfax County, Virginia, are hereby authorized to be issued as Current Interest Bonds, in one or more series at one or more times, in an aggregate principal amount not to exceed $300,000,000 to provide funds, with any other available funds, for refunding the Refunded Bonds, including the payment of the redemption price thereon and interest that will accrue on such Refunded Bonds to their respective redemption dates and the expenses in connection with such refunding. The Refunding Bonds authorized hereby shall be designated "Sewer Revenue Refunding Bonds, Series 2026[B]" or otherwise as determined by a Delegate. The definitive Refunding Bonds shall be issuable as fully registered bonds without coupons, in the denominations of $5,000 and any whole multiple thereof, shall be dated, and shall be numbered from R-1 upwards. The Refunding Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York, and immobilized in its custody.

All of the Refunding Bonds shall mature on July 15 of such years and in such principal amounts, and shall bear interest, payable on January 15 and July 15 of each year unless such different dates are determined pursuant to Section 2(e) hereof.

Section 2. Delegation. The Board of Supervisors hereby delegates to each of the Delegates the powers and duties to determine the following, such delegation to be effective only if the Board of Supervisors shall not then be in session (the Board not to be deemed in session if less than a quorum is present and voting):

(a) The aggregate principal amount of the Refunding Bonds, such amount not to exceed the lesser of (i) $300,000,000 and (ii) the amount required to fund an escrow sufficient to defease the Refunded Bonds in accordance with the General Bond Resolution and pay the costs of issuance of the Refunding Bonds and defeasing the Refunded Bonds;

(b) The respective annual maturity dates and any mandatory redemption dates of the Refunding Bonds, and the respective principal amounts of the Refunding Bonds to mature or be redeemed on such dates, provided that the final maturity date shall not be later than one year after the final maturity date of the Refunded Bonds;

(c) Subject to the provisions of Section 5 hereof, whether the Refunding Bonds shall be sold in a negotiated sale to one or more underwriters or in a competitive sale process;

(d) The dated date of the Refunding Bonds; provided, however, the Refunding Bonds shall be dated their date of issue or as of a customary date preceding their date of issue;

(e) The semi-annual interest payment dates, or such other interest payment dates deemed applicable, for the Refunding Bonds and the record date for the Refunding Bonds, provided that the first interest payment date shall be not more than ten (10) months after the dated date of the Refunding Bonds;

(f) Whether or not the Refunding Bonds are to be issued as obligations the interest on which is intended to be excluded from the gross income of the beneficial owners thereof for federal income tax purposes;

(g) The status of the Refunding Bonds as Serial Bonds or Term Bonds or a combination thereof;

(h) The amount, if any, to release from the Debt Service Subfund as an additional source of funds to defease the Refunded Bonds;

(i) The optional redemption provisions of the Refunding Bonds, provided that the Refunding Bonds shall be made subject to redemption at the option of the County on a date or dates and at the price of par plus accrued interest plus a redemption premium, if any, not in excess of three percent (3%), the first such date on which such a redemption may occur to be no later than the eleventh (11th) anniversary of the dated date of the Refunding Bonds, provided, however, that a Delegate, upon the recommendation of the Financial Advisor to the County, may determine that Refunding Bonds issued as taxable bonds shall not be subject to optional redemption prior to their maturity or upon the recommendation of the Financial Advisor, notwithstanding the maximum redemption price referred to above, a make-whole or cost-of-funds premium redemption shall be permitted for such taxable Refunding Bonds;

(j) If necessary or desirable, upon the refunding of the Refunded Bonds, (i) to approve and execute an escrow agreement, with an escrow agent or letter of instructions (such escrow agreement or letter of instructions to be executed only if such document does not contain any terms contradictory to the terms of this Resolution and only upon the recommendation of Bond Counsel to Fairfax County and the Financial Advisor to Fairfax County), (ii) to appoint a verification agent and an escrow agent (the "Escrow Agent") and (iii) to determine the particular escrow securities (the "Escrow Securities") and the form thereof and the terms of any related agreement (including a forward purchase agreement for the delivery of open-market escrow securities), with respect thereto that in his or her judgment, upon the recommendation of the County's Financial Advisor, will improve the efficiency of the Escrow Securities in defeasing the Refunded Bonds; and

(k) The particular Refunding Candidates to be refunded if less than all of the Refunding Candidates are selected to be refunded.

Section 3. Designations. Pursuant to the General Bond Resolution, the County hereby appoints U.S. Bank Trust Company, National Association, Richmond, Virginia, as (i) Paying Agent and Bond Registrar for the Refunding Bonds and (ii) Depositary for the Refunding Bonds.

Section 4. Redemption Provisions. (a) When the Refunding Bonds become subject to redemption as determined in accordance with Section 2(i), they may be redeemed prior to their respective maturities, at the option of the County, from any money that may be made available for such purpose other than money set aside in respect of the Sinking Fund Requirement, either in whole or in part on any date, at the applicable redemption prices expressed as a percentage of the principal amount of Refunding Bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption.

Any notice of optional redemption of the Refunding Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Refunding Bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Refunding Bonds shall have been set aside with the Paying Agent or a depositary (either, a "depositary") for the purpose of paying such Refunding Bonds, then on the redemption date the Refunding Bonds will become due and payable. In either case, if on the redemption date the County holds money to pay the Refunding Bonds called for redemption, thereafter no interest will accrue on those Refunding Bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those Refunding Bonds.

The County shall give redemption notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board.

(b) The following provisions shall apply to any Term Bond or Bonds:

Any Term Bond or Bonds shall be called for redemption, in part, on July 15, or date determined pursuant to the delegation in Section 2 hereof, in such years and in the principal amounts equal to the respective Sinking Fund Requirements for such Term Bonds, which Sinking Fund Requirement shall correspond to the maturities of the Serial Bonds subsumed in such Term Bond or Bonds (less the principal amount of any Term Bond retired by purchase and otherwise subject to adjustment as herein provided in this Section) from money in the Debt Service Subfund at a redemption price equal to par plus accrued interest thereon to the date fixed for redemption.

Amounts accumulated for each Sinking Fund Requirement may be applied by the County prior to the giving of notice of redemption of the Refunding Bonds on account of such Sinking

Fund Requirement to the purchase for cancellation of Refunding Bonds at a cost not exceeding the principal amount thereof plus accrued interest, and upon any such purchase, an amount equal to the principal amount thereof shall be credited toward the applicable Sinking Fund Requirement. The accrued interest on any Refunding Bonds so purchased shall be paid from money in the appropriate special account in the Debt Service Subfund established in respect of the interest accrued on the Refunding Bonds.

If at the close of any Principal Payment Date the total principal amount of the Term Bonds of any maturity of each series retired by purchase or redemption or called for redemption under the provisions of this Series Resolution prior to such Principal Payment Date shall be in excess of the total amount of the Sinking Fund Requirements for the Term Bonds of such maturity and Series on such Principal Payment Date, then, the total amount of the Sinking Fund Requirements for the Term Bonds of such maturity and series for all subsequent Principal Payment Dates shall be reduced by the amount of such excess. The amount of the reduction in the Sinking Fund Requirement for each such subsequent Principal Payment Date shall be specified in a certificate of a County Representative filed with the Clerk to the Board of Supervisors.

It shall be the duty of the Department of Finance of the County, on or before the 1st day of December, to compute the Sinking Fund Requirements for all subsequent Principal Payment Dates for the Term Bonds of each Series then Outstanding. The Sinking Fund Requirements for the next succeeding Principal Payment Date shall continue to be applicable and no further adjustment shall be made therein by reason of Refunding Bonds purchased or redeemed prior to the next succeeding Principal Payment Date.

Any such redemption, either in whole or in part, shall be made in the manner and under the terms and conditions provided in the General Bond Resolution.

Section 5. Sale of the Refunding Bonds.

(a) Sale. The Refunding Bonds shall be offered in a negotiated sale or for competitive bidding to one or more underwriters on such dates as a Delegate determine in consultation with the County's Financial Advisor, such dates to be not later than June 30, 2027.

(b)(i) Competitive Sale Delegation. Each Delegate is hereby authorized to accept the lowest bid (determined in accordance with the Notice of Sale (described herein)) for the Refunding Bonds, being offered for sale by the County at competitive bidding on one or more dates not later than June 30, 2027, subject to the following conditions: (A) a Delegate shall have determined that the bid conforms in all material respects to the requirements of the Notice of Sale, (B) a Delegate shall have determined that the bid to be accepted is the lowest bid conforming to the terms of the Notice of Sale, (C) the Financial Advisor to the County shall have recommended that the lowest conforming bid be accepted, (D) the true interest cost of such bid shall not exceed 5.0% and (F) the present value of the debt service savings, as calculated by the Financial Advisor, to be obtained from the issuance of the Refunding Bonds and the refunding of the Refunded Bonds is not less than 3.0% of the principal amount of the Refunded Bonds.

In the event of a competitive sale by the County the distribution of an Official Notice of Sale (the "Notice of Sale"), substantially in the form presented to this meeting, is hereby

authorized. Alternatively, the Clerk to the Board may cause to be published a summary of the principal terms of the Notice of Sale. County staff is also authorized to take any actions necessary or appropriate for selling the Refunding Bonds in a competitive sale pursuant to bids received electronically via the BiDCOMP/Parity Competitive Bidding System or similar electronic based competitive bidding system. The award of the Refunding Bonds as contemplated by Section 5(b)(i) of this Series Resolution shall be conclusive evidence of the approval of the terms of the Notice of Sale

(ii) Negotiated Sale Delegation. Each Delegate is hereby authorized to sell the Refunding Bonds in a negotiated sale to one or more underwriters through the execution of a Bond Purchase Agreement (as defined below) on one or more dates not later than June 30, 2027, subject to the following conditions: (A) the Financial Advisor to the County shall have recommended that due to financial market conditions such a Negotiated sale best serves the interest of the County, (B) the true interest cost of the Refunding Bonds sold shall not exceed 5.0%, (C) the underwriters of the Refunding Bonds shall have been chosen pursuant to County guidelines, and (D) the present value of the debt service savings, as calculated by the Financial Advisor, to be obtained from the issuance of the Refunding Bonds and the refunding of the Refunded Bonds is not less than 3.0% of the principal amount of the Refunded Bonds.

In the event of a negotiated sale, the Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such other officer or officers of the County as may be designated by any one of them, is hereby authorized and directed to execute a bond purchase agreement, setting forth the terms of the sale of the Refunding Bonds. Such bond purchase agreement shall only be executed (i) if such agreement does not contain any terms contradictory to the terms of this Resolution and (ii) the Financial Advisor to the County shall recommend to the County the execution of such agreement.

Section 6. Official Statement. A Preliminary Official Statement of the County relating to the Refunding Bonds shall be prepared, and the preparation and circulation thereof, the completion thereof with the results of the sale and the printing and delivery to the underwriter(s) of a reasonable number of copies thereof as so completed (the "final Official Statement") are hereby approved and authorized, and the Chairman or Vice Chairman of the Board of Supervisors is hereby authorized and directed to execute and deliver the final Official Statement, both the Preliminary Official Statement and the final Official Statement to be in substantially the form of the draft Preliminary Official Statement presented at this meeting, with the changes contemplated hereby and such other changes as the Chairman or Vice Chairman may approve, his or her signature on the final Official Statement to be conclusive evidence of his or her approval thereof.

Section 7. Continuing Disclosure Agreement. The form of the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") presented to this meeting is hereby approved, and each of the Delegates is authorized to execute and deliver, in the name and on behalf of the County, the Continuing Disclosure Agreement in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the Delegate executing the Continuing Disclosure Agreement, the execution thereof by such officer being conclusive evidence of such approval.

Section 8. Manner of Execution of Refunding Bonds. The Refunding Bonds shall be executed with the facsimile signatures of the Chairman or the Vice Chairman of the Board of Supervisors and the Clerk to the Board, and a facsimile of the official seal of the Board shall be imprinted on the Refunding Bonds. The Refunding Bonds shall be authenticated by the Bond Registrar for the Refunding Bonds and shall be delivered to or for the account of the purchasers of the Refunding Bonds upon receipt of the purchase price of the Refunding Bonds.

Section 9. Authority of Officers. The officers and agents of the County are hereby authorized and directed to do all the acts and things required of them by the Refunding Bonds and by this Series Resolution for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Refunding Bonds and in this Series Resolution.

Section 10. Application of Proceeds of Refunding Bonds. The proceeds of the Refunding Bonds shall be deposited in accordance with the provisions of the General Bond Resolution as follows:

(1) the accrued interest, if any, on the Refunding Bonds shall be paid to the Depositary thereof for deposit to the Debt Service Subfund;

(2) an amount that taking into account the amount described in the following paragraph, together with the interest that shall accrue and the principal that shall mature on the Escrow Securities, if any, shall be sufficient to pay the principal of and redemption premium, if any, and the interest on the Refunded Bonds to their redemption date shall be paid to the Escrow Agent, for deposit to the credit of an escrow fund, to be held in trust by such Escrow Agent for the sole and exclusive purpose of paying such principal, redemption premium and interest;

(3) to the credit of a separate account within the Revenue Subfund, the estimated amount of the cost of issuing such Refunding Bonds; and

(4) any balance of such proceeds shall be paid to the Depositary for deposit to the credit of the Debt Service Subfund.

In the event that after a valuation by the Depositary or the County, as appropriate, of the amounts to the credit of any Subfund or account created pursuant to the General Bond Resolution, the Depositary determines that the balance of the credit of such Subfund or account exceeds the amount required to be on deposit therein on account of all Bonds and Parity Indebtedness outstanding after the issuance of the Refunding Bonds, such excess shall be paid to the Escrow Agent for deposit to the credit of the escrow for the Refunded Bonds or for any other purpose allowed by the General Bond Resolution.

Money deposited in each of the Subfunds shall be held in trust and disbursed in accordance with the General Bond Resolution.

Section 11. Tax Covenant. The County covenants that it will comply with the provisions of the Internal Revenue Code of 1986, as amended, to the extent necessary so that interest on the Refunding Bonds will remain excludable from gross income from existing federal income tax to the same extent as it is excludable on the date of the issuance of the Refunding Bonds.

Section 12. Amendment of General Bond Resolution-Defeasance Obligations with Respect to Refunding Bonds Issued Pursuant to this Series Resolution. Pursuant to Section 1101(g) of the General Bond Resolution, the definition of "Defeasance Obligations" in Section 101 of the General Bond Resolution is hereby amended, solely with respect to the defeasance, pursuant to Section 1201 of the General Bond Resolution and for purposes of Section 307 of the General Bond Resolution, of Refunding Bonds issued pursuant to this Series Resolution, to read as follows:

"Defeasance Obligations" means (i) Government Obligations, (ii) obligations unconditionally guaranteed by the United States of America, or evidences of indirect ownership of such obligations, and (iii) the obligations described in clause (D) of the definition of "Investment Obligations."

Section 13. Definitions. All terms not otherwise defined herein shall have the meanings ascribed thereto by the General Bond Resolution.

Section 14. Effectiveness. This Series Resolution shall take effect immediately upon its adoption. This Series Resolution shall also serve as a supplemental resolution to the General Bond Resolution pursuant to Section 1101 of the General Bond Resolution.

A Copy - Teste:

_____
Jill G. Cooper,
Clerk for the Board of Supervisors

PRELIMINARY OFFICIAL STATEMENT DATED APRIL __, 2026

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The 2026 Bonds may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2026 Bonds, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

RATINGS: **Fitch** "___"
(See "RATINGS" herein) **Moody's** "___"
S&P "___"

In the opinion of Bond Counsel, under current law and assuming continuing compliance with the certain tax covenants and requirements of the Internal Revenue Code of 1986, as amended, as described herein, interest on the 2026 Bonds will not be includable in the gross income of the owners thereof for federal income tax purposes. Under existing law, the interest on the 2026 Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended, to the extent that such interest is excludable from gross income for federal income tax purposes. See "TAX MATTERS" herein for further information.

Fairfax County, Virginia
$_____*
Sewer Revenue [Refunding] Bonds, Series 2026[A][B]

Dated: Date of Delivery **Due: July 15, as shown on inside cover page**

Interest on the Sewer Revenue [Refunding] Bonds, Series 2026[A][B] (the "2026 Bonds"), issued by Fairfax County, Virginia (the "County"), will be payable on each [January 15 and July 15, commencing January 15, 2027].* The 2026 Bonds will be issuable in denominations of $5,000 and any integral multiple thereof.

The 2026 Bonds will be issued pursuant to, and secured under, the General Bond Resolution adopted by the Board of Supervisors of Fairfax County (the "Board of Supervisors") on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, further amended and restated on May 18, 2009, effective July 1, 2009, and further amended on May 21, 2024 (the "General Bond Resolution"), and a Series Resolution for the 2026 Bonds, adopted by the Board of Supervisors on March __, 2026 (collectively with the General Bond Resolution, the "Bond Resolution"). Payment of the principal of and redemption premium, if any, and the interest on the 2026 Bonds is secured under the Bond Resolution by a pledge of Gross Revenues derived by the County from the ownership and the operation of the County's sewage collection, treatment and disposal systems (the "System"), after provision for payment of the operating expenses of the System.

The 2026 Bonds are being issued to provide funds to (i) [pay the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems, pay for capital improvement costs allocable to the County at certain wastewater treatment facilities that provide service to the County and, if necessary, purchase additional capacity at certain wastewater treatment facilities for the benefit of the County] [subject to favorable market conditions refund for debt service savings, certain outstanding bonds of the County issued under the General Bond Resolution], and (ii) pay the costs of issuing the 2026 Bonds. The 2026 Bonds are subject to redemption prior to maturity as a whole or in part at any time on or after [July 15, 203_],* at a redemption price equal to the principal amount thereof plus accrued interest. See "DESCRIPTION OF THE 2026 Bonds – Redemption Provisions" herein.

The 2026 Bonds shall not be deemed to constitute a pledge of the full faith and credit of the Commonwealth of Virginia (the "Commonwealth") or of any political subdivision thereof, including the County. Neither the faith and credit of the Commonwealth nor the faith and credit of the County are pledged to the payment of the principal of or premium, if any, or interest on the 2026 Bonds, and the issuance of the 2026 Bonds shall not directly or indirectly or contingently obligate the Commonwealth or the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under the Bond Resolution.

This page and the inside cover page contain certain information for quick reference only and are not a summary of this issue. Prospective investors must read this entire Official Statement to obtain information essential to making an informed investment decision.

The 2026 Bonds are offered for delivery when, as and if issued, subject to the approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel. Certain legal matters will be passed upon for the County by Elizabeth D. Teare, Esquire, County Attorney. The 2026 Bonds will be available for delivery in New York, New York, through the facilities of DTC on or about May __, 2026.

Dated: April __, 2026

* Preliminary, subject to change

Attachment 5

FAIRFAX COUNTY, VIRGINIA

$_____* SEWER REVENUE [REFUNDING] BONDS, SERIES 2026[A][B]

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES AND YIELDS*

Base CUSIP† Number 303867

Maturity Date [July 15]*	Principal Amount*	Interest Rate	Priced to Yield	CUSIP† Suffix
2027	$			
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				

$_____* ___% Term Bonds Due [July 15], 20__*; Priced to Yield ____%; CUSIP Suffix ___†

$_____* ___% Term Bonds Due [July 15], 20__*; Priced to Yield ____%; CUSIP Suffix ___†

† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and the County does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to change after the issuance of the 2026 Bonds.

* Preliminary, subject to change

Fairfax County, Virginia
BOARD OF SUPERVISORS
Jeffrey C. McKay, Chairman
Kathy L. Smith, Vice Chairman
Walter L. Alcorn
James N. Bierman, Jr.
Patrick S. Herrity
Andres F. Jimenez
Rodney L. Lusk
Dalia A. Palchik
Rachna Sizemore Heizer
Daniel G. Storck

COUNTY OFFICIALS
Bryan J. Hill, *County Executive*
Thomas G. Arnold, *Deputy County Executive*
Ellicia L. Seard-McCormick, *Deputy County Executive*
Christopher A. Leonard, *Deputy County Executive*
Jennifer L. Miller, *Deputy County Executive*
Elizabeth D. Teare, *County Attorney*
Christina C. Jackson, *Chief Financial Officer*
Philip A. Hagen, *Director, Department of Management and Budget*
Christopher J. Pietsch, *Director, Department of Finance*
Christopher S. Herrington, *Director, Department of Public Works and Environmental Services*
Shwan Fatah, *Director for Wastewater Collection Division*
Sajana Chitrakar, *Director for Wastewater Treatment Division*
William Barrack, II, *Director, Wastewater Planning and Monitoring Division*
Yin Jia, *Financial Manager, Stormwater and Wastewater Management Program*

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DEPOSITARY AND BOND REGISTRAR
U.S. Bank Trust Company, National Association
1051 East Cary Street, Suite 600
Richmond, Virginia 23219
(804) 343-1567

No person has been authorized by the County to give any information or to make any representations with respect to the County or the 2026 Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations may not be relied upon as having been authorized by the County. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2026 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date hereof. This Official Statement is not to be construed as a contract or agreement between the County and the purchasers or owners of any of the 2026 Bonds. Any electronic reproduction of this Official Statement may contain computer generated errors or other deviations from the printed Official Statement. In any such case, the printed version controls.

Forward-Looking Statements. **Certain statements contained in this Official Statement that are not historical facts are forward looking statements, which are based on the County's beliefs, as well as assumptions made by, and information currently available to, its officers and personnel. Because the statements are based on expectations about future events and economic performance and are not statements of fact, actual results may differ materially from those projected. The words "anticipate," "assume," "estimate," "expect," "objective," "projection," "forecast," "goal," "budget," or similar words are intended to identify forward looking statements. The words or phrases "to date," "now," "currently," and the like are intended to mean as of the date of the Official Statement.**

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Attachment 5

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OFFICIAL STATEMENT

FAIRFAX COUNTY, VIRGINIA

Regarding

**$_____*
Sewer Revenue [Refunding] Bonds, Series 2026[A][B]**

INTRODUCTION

The purpose of this Official Statement, which includes the cover and inside cover pages and the appendices hereto, is to furnish information in connection with the sale by Fairfax County, Virginia ("Fairfax County" or the "County"), of its $_____* Sewer Revenue [Refunding] Bonds, Series 2026[A][B] (the "2026 Bonds").

The financial and operating data contained herein and in Appendices A and B are as of the dates and for the periods indicated, portions of which were prior to or during the outbreak of the COVID-19 pandemic.

Authorization

The 2026 Bonds will be issued pursuant to, and secured under, the General Bond Resolution adopted by the Board of Supervisors of Fairfax County (the "Board of Supervisors") on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, further amended and restated on May 18, 2009, effective July 1, 2009, and further amended on May 21, 2024 (the "General Bond Resolution"). The General Bond Resolution, as supplemented by a Series Resolution adopted by the Board of Supervisors on March __, 2026 (the "2026 Series Resolution"), provides for the issuance of the 2026 Bonds.

The General Bond Resolution, as supplemented, is hereinafter referred to as the "Bond Resolution." The General Bond Resolution was adopted pursuant to Article 3, Chapter 21, Title 15.2, Code of Virginia, 1950, as amended, and the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia, 1950, as amended (collectively, the "Act").

Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in APPENDIX C – "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION – Definitions of Certain Terms."

Purpose

The 2026 Bonds are being issued to provide funds for (i) [the Project (defined herein)] and (ii) [paying the costs of issuing the 2026 Bonds][subject to favorable market conditions, refunding for debt service savings, certain outstanding bonds of the County issued under the General Bond Resolution].

Existing Indebtedness

Beginning in 1986, the County has issued various series of bonds under the General Bond Resolution for the benefit of the County's integrated sewage collection, treatment and disposal systems (the

* Preliminary, subject to change

"System"), including $104,000,000 Sewer Revenue Bonds, Series 1996 (the "1996 Bonds") issued to provide funds to finance capital improvements for the benefit of the System. The County also issued $94,005,000 Sewer Revenue Refunding Bonds, Series 2004 (the "2004 Bonds") on October 14, 2004, to provide funds, with other available funds, to refund the $91,430,000 of the County's outstanding 1996 Bonds that were scheduled to mature on and after July 15, 2007. On June 17, 2009, the County issued $152,255,000 Sewer Revenue Bonds, Series 2009 (the "2009 Bonds") to provide funds to finance capital improvements for the benefit of the System as well as for the purchase of additional wastewater capacity for the benefit of the County. The 2009 Bonds are no longer outstanding. On August 8, 2012, the County issued $90,710,000 Sewer Revenue Bonds, Series 2012 (the "2012 Bonds") to provide funds to pay a portion of capital improvement costs allocable to the County at certain wastewater treatment facilities that are owned by, or that provide service to, the County which were required by the Commonwealth of Virginia's Department of Environmental Quality to reduce the total nitrogen discharge to newly required limits, the purchase of additional capacity at certain wastewater treatment facilities for the benefit of the County and the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems. On April 16, 2014, the County issued $61,755,000 Sewer Revenue Refunding Bonds, Series 2014 (the "2014 Bonds") to refund the outstanding 2004 Bonds. In addition, on May 12, 2016, the County issued $164,450,000 Sewer Revenue Refunding Bonds, Series 2016A (the "2016 Bonds") to refund the outstanding 2009 Bonds that were scheduled to mature on and after July 15, 2019, and a portion of the outstanding 2012 Bonds that were scheduled to mature on and after July 15, 2021. On June 28, 2017, the County issued $85,785,000 Sewer Revenue Bonds, Series 2017 (the "2017 Bonds"), to provide funds to finance capital improvements for the benefit of the System and purchase additional capacity at certain wastewater treatment facilities for the benefit of the County. On June 9, 2021, the County issued $191,990,000 Sewer Revenue Bonds, Series 2021A (the "Series 2021A Bonds") to provide funds to finance capital improvements for the benefit of the System and, if necessary, purchase additional capacity at certain wastewater treatment facilities for the benefit of the County. On June 9, 2021, the County issued $24,210,000 Sewer Revenue Refunding Bonds, Series 2021B (the "Series 2021B Bonds" and together with the 2021A Bonds, the "2021 Bonds") to refund outstanding 2012 Bonds scheduled to mature after July 15, 2021. On April 11, 2024, the County issued $124,985,000 Sewer Revenue Bonds, Series 2024A (the "Series 2024 Bonds") to provide funds to finance capital improvements for the benefit of the System and, if necessary, purchase additional capacity at certain wastewater treatment facilities for the benefit of the County.

The outstanding 2014 Bonds, 2016 Bonds, 2017 Bonds, 2021 Bonds, 2024 Bonds, 2026 Bonds, any Additional Bonds and any Refunding Bonds issued on a parity under the Bond Resolution are herein referred to as "Bonds." As of April __, 2026, there were outstanding under the Bond Resolution $16,730,000 aggregate principal amount of 2014 Bonds, $129,520,000 aggregate principal amount of 2016 Bonds, $73,500,000 aggregate principal amount of 2017 Bonds, $206,320,000 aggregate principal amount of 2021 Bonds, $123,145,000 aggregate principal amount of 2024 Bonds, and certain Subordinate Obligations. As of the date of issuance of the 2026 Bonds, the 2014 Bonds, the 2016 Bonds, the 2017 Bonds, the 2021 Bonds, the 2024 Bonds, and the 2026 Bonds will be the only Bonds outstanding under the Bond Resolution. See "THE SYSTEM – Sewer Revenue Bonds, Debt Service Payments, and Other Debt Obligations."

The County may also incur additional "Parity Indebtedness," payable on a parity with the Bonds, and "Subordinate Obligations," payable on a subordinated basis to the Bonds. Any Parity Indebtedness would be payable on a parity with Bonds from Gross Revenues after provision for Operating Expenses. See "DEBT SERVICE REQUIREMENTS" and "THE SYSTEM – Sewer Revenue Bonds, Debt Service Payments, and Other Debt Obligations." See also "SECURITY FOR AND SOURCES OF PAYMENT OF THE 2026 Bonds – Additional Parity Debt" and "– Subordinate Obligations" and APPENDIX C – "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION – Additional Indebtedness."

The Project; Refunding Plan

[The 2026[A] Bonds are being issued to provide funds for paying the costs of certain additions, extensions and improvements to the System, including the County's Noman M. Cole, Jr., Pollution Control Plant, paying capital improvement costs allocable to the County at certain wastewater treatment facilities that provide service to the County and, if necessary, purchasing additional capacity at certain wastewater treatment facilities for the benefit of the County (collectively, the "Project"). See "THE PROJECT" herein.]

[The 2026[B] Bonds are authorized to be issued to provide funds, with other available funds, to refund and to redeem prior to their respective maturities outstanding bonds, including all or a portion of the following outstanding bonds of the County, referred to hereafter as the "Refunding Candidates:"

Refunding Candidates*

Refunded Bonds	Maturities	Amount	Redemption Date	Redemption Price	CUSIP Number†
		$	July 15, 2026	100%	303867 ___
			July 15, 2026	100	303867 ___
			July 15, 2026	100	303867 ___
			July 15, 2026	100	303867 ___
			July 15, 2026	100	303867 ___

† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and the County does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the 2026[B] Bonds.

The purpose of the refunding is to achieve present value debt service savings. The County's decision whether to refund any given Refunding Candidates is subject to prevailing market conditions at the time of the sale of the 2026[B] Bonds. The County may refund only certain Refunding Candidates if refunding such Refunding Candidates permits the County to meet certain savings targets. The Refunding Candidates, if any, that are refunded with proceeds of the 2026[B] Bonds are referred to as the "Refunded Bonds." The final Refunded Bonds will be described in the final Official Statement.

Upon delivery and issuance of the 2026[B] Bonds by the County, proceeds thereof will be used to provide for the payment and redemption of the Refunded Bonds by depositing with U.S. Bank Trust Company, National Association, as escrow agent (in such capacity, the "Escrow Agent"), pursuant to an escrow deposit agreement, cash and non-callable, direct obligations of, or obligations unconditionally guaranteed by, the United States of America the maturing principal of and interest on which, together with such cash, will be sufficient to pay all principal and interest on the Refunded Bonds to their respective redemption dates.]

* Preliminary, subject to change

SOURCES AND USES OF FUNDS

The estimated sources and uses of the proceeds of the 2026 Bonds are set forth below.

Sources	
Par Amount of 2026 Bonds	$
Net Offering Premium	
Total Sources[(i)]	$
Uses	
[Deposit to Construction Subfund	$
Deposit to Defease Refunded Bonds]	
Underwriter's Discount	
Issuance Expenses[(ii)]	
Total Uses[(i)]	$

[(i)] Totals may not add due to rounding.
[(ii)] Includes legal, financial advisory, rating, and printing fees and other issuance costs.

DESCRIPTION OF THE 2026 BONDS

General

The 2026 Bonds will be dated their date of delivery, will be issued in the respective aggregate principal amounts and will bear interest at the rates and will mature on [July 15], in the years and in the principal amounts as set forth on the inside cover page of this Official Statement. U.S. Bank Trust Company, National Association, will act as Bond Registrar for the 2026 Bonds.

Interest on the 2026 Bonds will be payable on each [January 15 and July 15, commencing January 15, 2027][*]. The 2026 Bonds will be issuable in denominations of $5,000 and any integral multiple thereof under the book-entry system of The Depository Trust Company, and principal and interest on the 2026 Bonds will be payable, in the manner described below under "– Book-Entry-Only System."

Book-Entry-Only System

The following description of the procedures and recordkeeping with respect to beneficial ownership interests in the 2026 Bonds, payments of principal of and interest on the 2026 Bonds to The Depository Trust Company, New York, New York ("DTC"), its nominee, Direct Participants (as defined below) or Beneficial Owners (as defined below), confirmation and transfer of beneficial ownership interests in the 2026 Bonds and other bond-related transactions by and between DTC, the Direct Participants and Beneficial Owners is based solely on information furnished by DTC.

DTC will act as securities depository for the 2026 Bonds. The 2026 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered 2026 Bond certificate will be issued for each maturity of [of each series of] 2026 Bonds in the aggregate principal amount of such maturity of 2026 Bonds.

* Preliminary, subject to change

DTC, the world's largest depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of the 2026 Bonds ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bond certificates representing their ownership interests in the 2026 Bonds, except in the event that use of the book entry system for the 2026 Bonds is discontinued.

To facilitate subsequent transfers, all 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2026 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2026 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond Resolution. For example, Beneficial Owners of the 2026 Bonds may wish to ascertain that the nominee holding the 2026 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may

wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2026 Bonds of a maturity [of a series] are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity [of such series] to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the County or Depositary (defined herein) or the Trustee, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or the County or Depositary, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC), is the responsibility of the County or Depositary, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2026 Bonds at any time by giving reasonable notice to the County or Depositary. Under such circumstances, in the event that a successor depository is not obtained, certificates for the 2026 Bonds are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the 2026 Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

The County may enter into amendments to the agreement with DTC, or successor agreements with a successor securities depository, relating to the book-entry system to be maintained with respect to the 2026 Bonds without the consent of Beneficial Owners.

Redemption Provisions

Optional Redemption

The 2026 Bonds that mature on or before [July 15], 203_*, are not subject to redemption before maturity. The 2026 Bonds that mature after [July 15], 203_*, may be redeemed, at the option of the County, before their respective maturities on any date not earlier than [July 15], 203_*, as a whole or in part (in integral multiples of $5,000), upon payment of the redemption price of the principal amount thereof plus accrued interest to the redemption date.

Mandatory Redemption – Sinking Fund

The 2026 Bonds due [July 15,] 20__*, and due [July 15], 20__*, are subject to mandatory sinking fund redemption prior to maturity to the extent of the Sinking Fund Requirements therefor at a Redemption Price equal to the principal amount of the 2026 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium.

The Sinking Fund Requirements for such Term Bonds shall be the following amounts due on the following Principal Payment Dates:

$_____* Term Bonds
Due July 15, 20__*

Due	Sinking Fund Requirements*
July 15, 20__	$
July 15, 20__	
July 15, 20__	
July 15, 20__	
July 15, 20__	_†

† Final maturity

$_____* Term Bonds
Due July 15, 20__*

Due	Sinking Fund Requirements*
July 15, 20__	$
July 15, 20__	
July 15, 20__	
July 15, 20__	
July 15, 20__	_†

† Final maturity

Amounts accumulated for each Sinking Fund Requirement may be applied by the County prior to the giving of notice of redemption of the 2026 Bonds on account of such Sinking Fund Requirements to the purchase for cancellation of 2026 Term Bonds at a cost not exceeding the principal amount thereof plus accrued interest, and upon any such purchase, an amount equal to the principal amount thereof shall be credited toward the applicable Sinking Fund Requirement. The accrued interest on any 2026 Bonds so purchased shall be paid from money in the appropriate special account in the Debt Service Subfund established in respect of the interest on the 2026 Bonds.

If at the close of any Principal Payment Date the total principal amount of the Term Bonds of any maturity of the 2026 Bonds retired by purchase or redemption or called for redemption under the provisions of the 2026 Series Resolution prior to such Principal Payment Date shall be in excess of the total amount of the Sinking Fund Requirements for the Term Bonds of such maturity on such Principal Payment Date, the total amount of the Sinking Fund Requirements for the Term Bonds of such maturity of the 2026 Bonds for all subsequent Principal Payment Dates shall be reduced by the amount of such excess. The amount of the reduction in the Sinking Fund Requirement for each such subsequent Principal Payment Date shall be specified in a certificate of a County Representative filed with the Clerk to the Board of Supervisors.

* Preliminary, subject to change

The Department of Finance of the County, on or before the 1st day of each December, is to compute the Sinking Fund Requirements for all subsequent Principal Payment Dates for the Term Bonds of each Series then outstanding. The Sinking Fund Requirements for the next succeeding Principal Payment Date shall continue to be applicable and no further adjustment shall be made therein by reason of 2026 Bonds purchased or redeemed prior to the next succeeding Principal Payment Date.

Selection of 2026 Bonds for Redemption

The 2026 Bonds shall be redeemed only in denominations of $5,000 and in whole multiples of $5,000. In selecting 2026 Bonds for redemption, the County shall treat each 2026 Bond as representing the number of 2026 Bonds that is obtained by dividing the principal amount of such 2026 Bond by $5,000. If less than all of the 2026 Bonds of any maturity shall be called for redemption, the particular 2026 Bonds or portions thereof to be redeemed shall be selected by the County by such method as the County in its sole discretion deems fair and appropriate.

Notice of Redemption

Each notice of redemption of 2026 Bonds shall set forth the 2026 Bonds or portions thereof to be redeemed, the date fixed for redemption, the Redemption Price to be paid, and, if less than all the 2026 Bonds shall be called for redemption, the maturities of the 2026 Bonds to be redeemed. If less than all of the 2026 Bonds of any one maturity then outstanding shall be called for redemption, such notice shall also set forth the distinctive numbers and letters, if any, of such 2026 Bonds to be redeemed and, in the case of 2026 Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any 2026 Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such 2026 Bond, a new 2026 Bond in principal amount equal to the unredeemed portion of such 2026 Bond and of the same maturity will be issued.

Such notice is to be given by mail at least 30 days prior to the date fixed for redemption to the owners of 2026 Bonds to be redeemed; provided, however, that any defect in such notice or the failure to mail such notice to any owner owning any 2026 Bonds to be redeemed shall not affect the validity of the proceedings for the redemption of any other 2026 Bonds.

Any notice of optional redemption of the 2026 Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

SECURITY FOR AND SOURCES OF PAYMENT OF THE 2026 BONDS

Pledge by Bond Resolution

The 2014 Bonds, the 2016 Bonds, the 2017 Bonds, the 2021 Bonds, the 2024 Bonds, the 2026 Bonds, and any Additional Bonds and Refunding Bonds issued, and any Parity Indebtedness incurred, under the Bond Resolution will be secured as to the payment of the principal thereof and redemption premium, if any, and the interest thereon by a pledge of the Gross Revenues derived by the County from the ownership and operation of the System, subject to the prior provision for the payment of the Operating Expenses of the System ("Net Revenues"), as provided in the Bond Resolution. See Appendix C – "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION – Definitions of Certain Terms" and "– Collection and Disposition of Revenues."

The 2026 Bonds shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth of Virginia (the "Commonwealth") or of any political subdivision thereof, including the County. Neither the faith and credit of the Commonwealth nor the faith and credit of the County are pledged to the payment of the principal of or premium, if any, or interest on the 2026 Bonds, and the issuance of the 2026 Bonds shall not directly or indirectly or contingently obligate the Commonwealth or the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under the Bond Resolution.

Flow of Funds

The County has established, under the Bond Resolution, the following subfunds and accounts within the Integrated Sewer System Fund of the County, to be held either by the County or by a Depositary, currently U.S. Bank Trust Company, National Association, Richmond, Virginia, for the application of proceeds of Additional Bonds and the application of Gross Revenues:

Subfunds	**Held By**
Construction Subfund	County
Revenue Subfund	County
Debt Service Subfund:	
Bond Interest and Principal Accounts	Depositary
Accounts for Parity Debt Service Components	County
Subordinate Obligations Subfund	County
Extension and Improvement Subfund	County

Pursuant to the Bond Resolution, all Gross Revenues received by the County are to be deposited in the Revenue Subfund. The money to the credit of the Revenue Subfund following the withdrawal of money from such Subfund and the payment of Operating Expenses and the application of such money, as described herein, may be used by the County for any lawful purpose of the System. After an amount equal to the Operating Expenses (excluding expenses for extraordinary repairs or maintenance) due and payable in such month has been paid or set aside for payment, amounts in the Revenue Subfund are to be deposited on or before the 25th day of each month (a "Deposit Day"), except as described below, in the following subfunds and accounts in the following order:

First, to the Debt Service Subfund, or, in the case of Parity Indebtedness, set aside to the credit of a special account in, the Debt Service Subfund, after first taking into account any accrued interest deposited from the proceeds of any Bonds and any transfers from the Construction Subfund pursuant to the Bond Resolution, the sum of (i) so much of the Interest Requirement for the Bonds as would accrue during such month; (ii) so much of the Principal Requirement for such Bonds as would accrue during such month; and (iii) such amount of the Debt Service Requirements for Parity Indebtedness as the Chief Financial Officer of the County determines is necessary to accrue in equal monthly installments to insure the sufficiency of deposits to make timely payment of any Parity Indebtedness.

Second, [reserved].

Third, to the Subordinate Obligations Subfund, an amount that, together with funds then held to the credit of the Subordinate Obligations Subfund, will make the total amount then to the credit of the Subordinate Obligations Subfund equal to the entire aggregate amount of the Subordinate Obligations due and payable prior to the Deposit Day of the next succeeding month.

Fourth, to the Extension and Improvement Subfund, an amount that, together with funds then held to the credit of the Extension and Improvement Subfund, will make the total amount then to the credit of the Extension and Improvement Subfund equal to the amount, if any, budgeted for expenditure therefrom by the County in its Annual Budget.

The payments and deposits so required are to be cumulative, and the amount of any deficiency in any month is to be added to the amount otherwise required to be paid or deposited in each month thereafter until such time as such deficiency has been made up. Notwithstanding the foregoing clauses *First* and *Third,* if there is to the credit of any of such Subfunds on a Deposit Day the amount required to be on deposit to the credit of such Subfund on the next Interest Payment Date or the next Principal Payment Date or the next Parity Indebtedness payment date or Subordinate Obligations payment date, no further deposit into such Subfund on account of the requirements of such clauses will then be required.

No Reserve Fund

No reserve fund is established for the benefit of the 2026 Bonds or any other Bonds issued under the General Bond Resolution. Although the County has the right under the General Bond Resolution to provide such a reserve fund in the future, the County has no plan to do so.

Rate Covenant

The County has covenanted in the General Bond Resolution that it will at all times fix, charge and collect reasonable rates and charges for the use of, and for the services and facilities furnished by, the System and that from time to time, and as often as it shall appear necessary, it will adjust such rates and charges so that in each Bond Year both:

(A) the Net Revenues, excluding, for purposes of the calculation described in this clause (A) certain non-recurring revenue such as availability charges, and income previously received and then held by the County under the Bond Resolution, will be sufficient to provide at least 125% of the sum of (i) the Principal and Interest Requirements in such Bond Year on account of all the Bonds then outstanding under the Bond Resolution in such Bond Year and (ii) the Debt Service Requirements of Parity Indebtedness in such Bond Year, and

(B) the Net Revenues, including, for purposes of the calculation described in this clause (B) certain non-recurring revenue such as availability charges, and income previously received and then held by the County under the Bond Resolution, will be sufficient to provide at least 100% of the sum of the amounts described in sub-clauses (A)(i) and (ii) above and the debt service requirements of Subordinate Obligations in such Bond Year.

Under the Act and other applicable laws, the Board of Supervisors of the County is authorized to fix and revise the rates and charges for the services and facilities of the System, and such rates and charges are not subject to regulation by any federal, state, or other local entity.

Additional Parity Debt

The 2026 Bonds are secured on a parity as to their lien on Gross Revenues after provisions for Operating Expenses with all other Outstanding Bonds and certain Parity Indebtedness (collectively, "Parity Debt"). No Bonds may be issued, or Parity Indebtedness incurred, under the General Bond Resolution except upon compliance with the requirements described below.

Additional Bonds. Additional Bonds, as described in the General Bond Resolution, in excess of such amount initially authorized in the Bond Resolution, may be issued under and secured by the General Bond Resolution for paying all or any portion of the cost of projects, which include any future additions, enlargements, improvements, extensions, alterations, fixtures, equipment, land, appurtenances and other facilities to or for the System, or the undivided ownership interest of the County therein, or any entitlement to capacity or service, or any obligations of the County under any Service Contract.

The County has covenanted in the Bond Resolution that in order to issue Additional Bonds the County must meet certain historical and projected tests that show both:

(A) the Net Revenues, excluding, for purposes of the calculation set forth in this clause (A) certain non-recurring revenue such as availability charges, and income previously received and then held by the County under the Bond Resolution, will be sufficient to provide at least 125% of the sum of (i) the Principal and Interest Requirements in such applicable time period on account of all the Bonds then outstanding under the Bond Resolution in such Bond Year and (ii) the Debt Service Requirements of Parity Indebtedness in such applicable time period, and

(B) the Net Revenues, including, for purposes of the calculation set forth in this clause (B) certain non-recurring revenue such as availability charges, and income previously received and then held by the County under the Bond Resolution, will be sufficient to provide at least 100% of the sum of the amounts described in sub-clauses (A)(i) and (ii) above and the debt service requirements of Subordinate Obligations in such applicable time period. See Appendix C – "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION – Additional Indebtedness."

Refunding Bonds. Refunding Bonds may be issued from time to time under and secured pursuant to the General Bond Resolution, subject to the conditions provided in the Bond Resolution, for the purpose of providing funds, with any other available funds, for refunding all or any part of any Indebtedness then outstanding (including, without limitation, Bonds, Parity Indebtedness and Subordinate Obligations that may have been issued or incurred under the provisions of the Act and whether or not under the provisions of the Bond Resolution), including the payment of any redemption premium thereon and interest that will accrue on such Indebtedness to the redemption date or stated maturity date or dates and any expenses in connection with such refunding. The Bond Resolution requires, among other things, in connection with the issuance of Refunding Bonds that either (A) during the years in which any of the Bonds and Parity Indebtedness not so refunded are outstanding, the maximum Debt Service Requirements on account of all Bonds and Parity Indebtedness outstanding (after the issuance of such Refunding Bonds and after the redemption or provision for payment of the Indebtedness to be refunded) for any Bond Year following the Bond Year in which provision for the payment of the Indebtedness to be refunded is effected shall not exceed the maximum Debt Service Requirements on account of all the Bonds and Parity Indebtedness outstanding (including the Indebtedness to be refunded) immediately prior to the issuance of such Refunding Bonds for any Bond Year following the Bond Year in which provision for payment of the Bonds to be refunded is effected or (B) the County shall demonstrate satisfaction of the tests for the issuance of Additional Bonds as applied mutatis mutandis to the Refunding Bonds to be issued and the project financed from the proceeds of the Indebtedness to be paid or redeemed.

Parity Indebtedness. The County has no outstanding Parity Indebtedness.

The Bond Resolution permits the County to enter into additional Service Contracts for the benefit of the System provided that any such Service Contract shall specify the items payable as the Debt Service Component of the Cost of Contracted Services and provided further that except in the case of Service Contracts that by their terms do not permit payments from Gross Revenues, the County shall not enter into such additional Service Contracts that would create additional Parity Debt Service Components unless the

Chief Financial Officer of the County determines in writing that the requirements for the issuance of Additional Bonds are met. The Chief Financial Officer of the County is to determine in writing on or before the effective date of any new Service Contract the amounts and due dates of any Debt Service Components of the Cost of Contracted Services and any Parity Debt Service Components payable by the County under such Service Contract and the interest and principal portions of such Components.

The County may incur and refund Parity Indebtedness other than Parity Debt Service Components, provided that the documents providing for such Parity Indebtedness specify the amounts and due dates of the Debt Service Requirements of such Parity Indebtedness and the principal and interest components of such Debt Service Requirements and that the Bond Registrar is to determine that all the requirements for the issuance of Additional Bonds or Refunding Bonds, as appropriate, have been met as if such Parity Indebtedness to be incurred were an additional Series of Bonds to be issued under the provisions of the Bond Resolution.

See Appendix C – "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION – Additional Indebtedness – *Other Parity Indebtedness*."

Subordinate Obligations

Substantial portions of the County lie in watersheds that flow naturally to other jurisdictions. Consequently, the County has Service Contracts with wastewater systems in neighboring jurisdictions for the treatment of wastewater flows emanating from the County. The County has incurred substantial Subordinate Obligations with respect to the capital improvements made by these wastewater systems.

UOSA. Under its contract with the Upper Occoquan Service Authority ("UOSA") (the "UOSA Contract") for wastewater treatment services, the County is obligated for a portion of the debt service on bonds issued by UOSA for capital improvements to its wastewater treatment facilities located in Prince William County. Such obligation is expressly made a Subordinate Obligation under the Bond Resolution. However, under the UOSA Contract, the County has the option of providing a cash payment to UOSA to pay for its allocable percentage of the capital improvements to be financed through an UOSA bond issue as opposed to paying for a portion of the debt service on such UOSA bonds. If the County does make a cash payment under the UOSA Contract, the County still is required to make payment, subject to appropriation by the Board of Supervisors for the purpose, for any debt service reserve deficiency for each applicable UOSA bond issue. As of June 30, 2025, the County's obligation for UOSA's outstanding debt totaled approximately $191.4 million in principal amount, and the County estimates that it will be approximately $167.5 million as of June 30, 2026. The contract makes no provision for the acceleration of the County's obligations under the contract were the County to default thereon. See "DEBT SERVICE REQUIREMENTS" and "THE SYSTEM – Interjurisdictional Service Contracts – *Wastewater Treatment Services Provided by Other Entities*" and "– *Upper Occoquan Service Authority (UOSA).*"

Subordinate Obligations Relating to System's Share of Public Works Complex. The Fairfax County Economic Development Authority (the "EDA") issued its Fairfax County Facilities Revenue Bonds, Series 2021 A (County Facilities Projects) (Green Bonds) (the "2021 EDA Bonds"), to finance the construction and improvement of a consolidated public works complex (the "2021 Public Works Project") for the County's stormwater and wastewater divisions. In connection with the issuance of the 2021 EDA Bonds, the County delivered to the EDA the County's Subordinate Sewer Revenue Bond, Series 2021A (the "2021 Subordinate Public Works Bond"), in the principal amount of $20,055,000, representing the System's obligation to reimburse the County for its allocable share of the capital cost of the 2021 Public Works Project. As of June 30, 2025, the unpaid principal amount of the 2021 Subordinate Public Works Bond was $18,145,000.

Additional Subordinate Debt. The County may issue additional Subordinate Obligations in accordance with and as provided in the General Bond Resolution.

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DEBT SERVICE REQUIREMENTS

The following table shows total debt service requirements[1] for all Indebtedness of the County relating to the System and payable from the Gross Revenues of the System, following the issuance of the 2026 Bonds.

	Parity Debt[2]					Subordinate Debt[3]		
	2026 Bonds							
Fiscal Year Ending June 30	Principal	Interest	Total	Outstanding Bond Debt Service	Total Senior Debt Service	Total 2021 Public Works Bond Debt Service[4]	Total UOSA Debt Service	Total Debt Service[5]
2026								
2027								
2028								
2029								
2030								
2031								
2032								
2033								
2034								
2035								
2036								
2037								
2038								
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2046								
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2048								
2049								
2050								
2051								
2052								
2053								
2054								
2055								
2056								
2057				-	-	-	-	-
Total[5]	$	$	$	$	$	$	$	$

[1] Cash basis. Amounts shown are due on payment dates in the indicated fiscal years.

[2] The County's only outstanding series of Parity Debt, other than the 2026 Bonds, are the 2014 Bonds, the 2016 Bonds, the 2017 Bonds, the 2021 Bonds, and the 2024 Bonds. See "INTRODUCTION – Existing Indebtedness." Debt service does not reflect potential debt service savings resulting from the issuance of the Series 2026[B] Bonds and the defeasance of the Refunded Bonds.

[3] See "SECURITY FOR AND SOURCES OF PAYMENT OF THE 2026 Bonds – Subordinate Obligations" and "THE SYSTEM – Interjurisdictional Service Contracts."

[4] Reflects debt service on the 2021 Subordinate Public Works Bond, in the original principal amount of $20,055,000, representing the System's obligation to reimburse the County for its allocable share of the capital cost of the 2021 Public Works Project. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE 2026 Bonds – Subordinate Obligations – *Subordinate Obligations Relating to System's Share of Public Works Complex*."

[5] Totals may not add due to rounding.

FAIRFAX COUNTY

Overview

Fairfax County is located in the northeastern corner of the Commonwealth of Virginia and encompasses an area of 407 square miles. Its current estimated population exceeds one million. The County is part of the Washington, D.C. metropolitan area, which includes jurisdictions in Maryland, the District of Columbia, and Northern Virginia.

The Fairfax County government is organized under the Urban County Executive form of government (as defined under Virginia law). The governing body of the County is the Board of Supervisors, which makes policies for the administration of the County. The Board of Supervisors is comprised of ten members: the Chairman, elected at large for a four-year term, and one member from each of nine districts, each elected for a four-year term by the voters of the district in which the member resides. The Board of Supervisors appoints a County Executive to act as the administrative head of the County. The County Executive serves at the pleasure of the Board of Supervisors, carries out the policies established by the Board of Supervisors, directs business and administrative procedures, and recommends officers and personnel to be appointed by the Board of Supervisors.

In Virginia, cities and counties are discrete units of government and do not overlap. Fairfax County completely surrounds the City of Fairfax and is adjacent to the City of Falls Church and the City of Alexandria. Property within these cities is not subject to taxation by Fairfax County, and the County generally is not required to provide governmental services to their residents. The County does, however, provide certain services to the residents of certain of these cities pursuant to agreements with such cities.

In the County there are located three incorporated towns, Clifton, Herndon, and Vienna, which are underlying units of government within the County, and the ordinances and regulations of the County are, with certain limitations prescribed by Virginia law, generally effective in them. Property in these towns is subject to County taxation, and the County provides certain services to their residents. These towns may incur general obligation bonded indebtedness without the prior approval of the County.

Certain County Administrative and Financial Staff Members

Bryan J. Hill, County Executive, was appointed as County Executive by the Fairfax County Board of Supervisors effective January 2, 2018. He was previously the Chief Administrative Officer and Clerk to the Board of Supervisors for James City County from 2014 to 2017; he previously spent seven years with Beaufort County, South Carolina, as deputy county administrator. At James City County, Mr. Hill was responsible for oversight of staff, major infrastructure projects, economic development, transportation initiatives and the development and implementation of that county's first strategic plan. He led the realignment of James City County's debt portfolio, which resulted in AAA ratings from each of the three major bond rating agencies. Mr. Hill also has served as the vice chancellor for finance and operations at the University of South Carolina's Beaufort/Bluffton Campus, and as the director of finance for the University of Maryland's Office of Information and Technology as well as director of administration for the Department of Aerospace Engineering. He has a bachelor's degree in public administration from Alfred University and a master's degree in public administration from the University of Southern California.

Thomas G. Arnold, Deputy County Executive, was appointed effective February 26, 2022. As Deputy County Executive for Safety & Security, Mr. Arnold directly oversees the Public Safety Agencies and is a Liaison to the Executive Director for the Police Civilian Review Panel, Independent Police Auditor, Circuit Court, General District Court, and Office of the Sheriff. Previously, Mr. Arnold was an Assistant Fire Chief with the Fire and Rescue Department. Mr. Arnold has more than two decades of service with

the County. He began with the Fairfax County Fire and Rescue Department as a firefighter in 2001. He has also published papers on fire and rescue-related topics. Mr. Arnold holds a Master of Science in executive fire service leadership from Grand Canyon University and a Bachelor of Science in business administration from Pennsylvania State University. Mr. Arnold is a graduate of the National Fire Academy Executive Fire Officer Program (EFO), a Center for Public Safety Excellence Chief Fire Officer (CFO), and a member of the International Association of Fire Chiefs (IAFC).

Ellicia L. Seard-McCormick, Deputy County Executive, was appointed effective November 22, 2021. Ms. Seard-McCormick oversees the various departments that provide administrative operations for the County, including the Facilities Management Department, the Department of Cable and Consumer Services, the Department of Human Resources, the Department of Information Technology, the Office of Public Affairs, and others. She has more than two decades of experience as a County employee. Prior to her appointment, she was a Deputy Director of the Department of Management and Budget (DMB) where she led overall system coordination and decision-making for the County's enterprise resource planning (ERP) system for business functions related to overall human resource, financial, procurement and budget operations. She was also lead for multiple special projects, including countywide space planning and IT projects, a liaison to boards, authorities and commissions and the agencies that support them, and she served as a liaison for large-scale County reorganization efforts, among other duties. Ms. Seard-McCormick earned a Bachelor of Arts in political science and a master's degree in public administration, both from the University of North Carolina at Chapel Hill.

Christopher A. Leonard, Deputy County Executive, was appointed on January 2, 2021, by the Board of Supervisors. Mr. Leonard oversees the Park Authority and various departments that make up the provision of Health, Housing, and Human Services in Fairfax County. He has more than two decades of experience as a County employee, starting as a budget analyst in the Department of Management and Budget. Mr. Leonard spent the ten years prior to his current appointment serving as the Director of the Department of Neighborhood and Community Services. In that role, he led the consolidation of two existing county departments into one department, resulting in considerable savings. Mr. Leonard earned a bachelor's degree in sport management and a master's degree in public administration, both from West Virginia University.

Jennifer L. Miller, Deputy County Executive, was appointed on January 14, 2025, by the Board of Supervisors. Ms. Miller oversees public agencies responsible for public works, transportation, land development, environmental initiatives and economic development. She brings a distinguished career in military and public service, with extensive experience in leadership, strategic planning and policy development. Most recently, she served as director of staff for the secretary of the Air Force at the Pentagon, managing the day-to-day operations of the 600,000-person Department of the Air Force. As the senior career civilian, Ms. Miller guided strategy and operations across all areas of the department. From 2020 to 2022, she served as acting assistant secretary of the Air Force for installations, environment and energy, overseeing nine million acres of real estate, military construction, environmental cleanup and energy programs at more than 150 worldwide installations. She also spearheaded initiatives improving military family quality of life, leading to legislative changes and community enhancements nationwide. From 2015 to 2020, as deputy assistant secretary for installations, she managed housing privatization, basing decisions and public-private partnerships. Before that, she served as deputy general counsel for Installations, Environment and Energy. A veteran, she retired from the Army Reserves after 24 years of service in a variety of roles, including in the Special Operations community in Afghanistan. Ms. Miller holds a bachelor's degree in politics, philosophy and economics from Claremont McKenna College and both a Juris Doctor and an MBA from Seattle University. Her honors include the Distinguished Presidential Rank Award and the Bronze Star Medal.

Elizabeth D. Teare was appointed County Attorney by the Fairfax County Board of Supervisors effective July 1, 2016. Prior to her appointment, Ms. Teare served as the Deputy County Attorney for the Land Use and Environmental Law Section of the Fairfax County Attorney's Office from 2012 through 2016. From 2009 through 2012, she served as a Senior Assistant County Attorney and from 2000 to 2008 as an Assistant County Attorney. Prior to her tenure with the Fairfax County Attorney's Office, Ms. Teare was an associate attorney with a law firm known at that time as Surovell, Jackson, Colten & Dugan, P.C., in Fairfax, Virginia, from 1992 to 2000. She also worked as an Assistant Attorney General in Richmond, Virginia, in a temporary position from 1991 to 1992. Ms. Teare clerked for the Honorable Rosemarie Annunziata, who was then a Fairfax County Circuit Court Judge, from 1990 to 1991. Ms. Teare has been appointed by the Supreme Court of Virginia to serve on the faculty of the Virginia State Bar's Harry L. Carrico Professionalism Course. In addition, she has lectured on land use and environmental law related issues for the Fairfax County Bar Association and the Local Government Attorneys of Virginia. Ms. Teare received a Bachelor of Arts degree from Sweet Briar College, magna cum laude with high honors in English, in 1986. In 1990, Ms. Teare received her Juris Doctorate degree, cum laude, from the Washington and Lee University School of Law and was admitted to the Virginia State Bar later that year.

Christina C. Jackson was appointed Fairfax County's Chief Financial Officer (CFO) effective September 13, 2021. Prior to assuming the duties of CFO, Ms. Jackson served as Director of the Department of Management and Budget of the County since July 2019 and served as Deputy Director from November 2015. Ms. Jackson received her bachelor's degree in Public Policy Studies and Political Science from Duke University and a Master of Public Affairs degree from the University of North Carolina at Greensboro. Ms. Jackson joined the Fairfax County Department of Management and Budget in December 2003 as a budget analyst.

Philip A. Hagen was appointed Director of the Department of Management and Budget for Fairfax County, effective November 19, 2022. Prior to his appointment, Mr. Hagen joined the Fairfax County Department of Management and Budget in November 2010 as a budget analyst and served as Deputy Director from October 2019. Mr. Hagen received his bachelor's degree in finance from the University of Florida and a Master of Public Administration degree from George Mason University.

Christopher J. Pietsch was appointed Director of Finance for Fairfax County effective December 30, 2013. From 2003 until his appointment as Director of Finance, Mr. Pietsch served as the Director of the Fairfax County Internal Audit Office. Prior to that, Mr. Pietsch spent 16 years working in bank auditing as well as governmental auditing with the Commonwealth. Mr. Pietsch is a graduate of James Madison University, Harrisonburg, Virginia, with a degree in finance. In addition, he is a Certified Public Finance Officer, a Certified Internal Auditor and a Certified Bank Auditor.

Christopher S. Herrington, Director, Department of Public Works and Environmental Services, joined the County in July 2021. Previously, Mr. Herrington served as the Environmental Officer for the City of Austin, Texas, and retired after more than 25 years of service with Austin's Watershed Protection Department. Mr. Herrington has a Bachelor of Science degree in Biology and a Master of Science degree in Civil Engineering, both from the University of Texas at Austin, is a licensed professional engineer in Texas and has authored or co-authored more than 40 watershed protection publications. During his career in Texas, Mr. Herrington led a wide range of local and regional strategic planning, environmental protection, and urban development regulation projects. He was involved in citywide integrated water management planning, endangered species protection, urban forest management, regional land conservation, watershed restoration, wastewater management, and community climate plan implementation efforts.

Shwan Fatah, P.E., GISP, Director, Wastewater Collection Division of the Fairfax County Wastewater Management Program, joined the County in July of 2015. Prior to joining the County, Mr.

Fatah worked for six years planning, designing, and managing construction of water and wastewater utility projects for northern Virginia water and wastewater utilities. Mr. Fatah holds a Bachelor of Science Degree in Civil and Environmental Engineering and a Master of Science Degree in Systems Engineering from George Mason University. He is a licensed Professional Engineer in the Commonwealth of Virginia and a registered Geographic Information Systems Professional Director, Wastewater Collection Division of the Fairfax County Wastewater Management Program.

Sajana Chitrakar, P.E., Director, Wastewater Treatment Division of Fairfax County Wastewater Management Program, joined the County in 2014. Prior to joining the County, Ms. Chitrakar worked for private consulting firm as a project engineer and manager working on water and wastewater projects throughout the Midwest Ms. Chitrakar has a Bachelor's Degree in Civil Engineering from Institute of Engineering, Kathmandu, Nepal, and a Master's Degree in Civil Environmental Engineering from Bradley University. She is a licensed wastewater treatment plant operator a licensed Professional Engineer in the Commonwealth of Virginia, and a graduate of the Water Environment Federation Leadership Institute.

William Barrack, II, P.E., Director, Wastewater Planning and Monitoring Division of the Fairfax County Wastewater Management Program, joined the County in 2019. Prior to joining the County, Mr. Barrack was a consultant modeling hydraulics and treatment capacity of wastewater conveyance and treatment infrastructure. Over his more than 20 years of experience, Mr. Barrack expanded his technical and management skills by leading a team of engineers, planners, and technicians dedicated to the design and efficient operation of wastewater infrastructure, risk-based capital improvement plan (CIP) development, and emergency response support that helped various utilities throughout the United States stay ahead of stringent state and national environmental regulations. Mr. Barrack has a Bachelor's Degree in Environmental Engineering from the University of Delaware and a Master's Degree in Civil Environmental Engineering from the University of Michigan. He is a licensed professional engineer in the Commonwealth of Virginia.

Yin Jia, CPA, Financial Manager, Stormwater and Wastewater Management Program of the Fairfax County Department of Public Works and Environmental Services, joined the County in July 2012. Prior to joining DPWES, Ms. Jia had been working in various management and leadership positions in Finance, Police, Housing and Community Development, and Family Services Departments at the County. She has a Master's Degree in Professional Accountancy from West Virginia University and is licensed as a Certified Public Accountant in Virginia

See Appendix B – "FAIRFAX COUNTY INFORMATION" for additional general information respecting the County.

THE PROJECT

Upon issuance and delivery of the 2026 Bonds by the County, a portion of the proceeds thereof will be used to provide funds for (i) paying the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems including the County's Noman M. Cole, Jr., Pollution Control Plant, paying capital improvement costs allocable to the County at certain wastewater treatment facilities that provide service to the County and, if necessary, purchasing additional capacity at certain wastewater treatment facilities for the benefit of the County, and (ii) paying the costs of issuing the 2026 Bonds. See "INTRODUCTION – The Project."

THE SYSTEM

Introduction

The following sections present organizational, operational, and financial information pertaining to the System. The System information was compiled by the County's Wastewater Planning and Monitoring Division in the Department of Public Works and Environmental Services.

System Organizational Structure

In Fairfax County, essential management, engineering, design, and construction services in support of the System are provided through the Department of Public Works and Environmental Services. Public Works and Environmental Services is under the general supervision of the County Executive and the Deputy County Executive for Planning and Development. The Wastewater Management Program is one of five Business Areas within the Department of Public Works and Environmental Services and is responsible for the administration and management of the System.

With oversight through a Deputy Public Works Director, the Wastewater Management Program consists of three agencies: the Wastewater Planning and Monitoring Division, the Wastewater Collection Division and the Wastewater Treatment Division.

The Wastewater Planning and Monitoring Division: (1) reviews the need for System development and additional treatment capacity, (2) administers and manages the System's billing operations, (3) administers the contract capacity at interjurisdictional treatment plants providing wastewater treatment under contract, (4) manages the environmental monitoring of the County's collection and pumping system and the County treatment facility, (5) reviews development plans for the construction of new sewer lines, and (6) manages the Wastewater Management Program's finances. The Wastewater Collection Division is responsible for the operation, maintenance, and repair of the System sewer lines, pumping stations, and metering stations. The Wastewater Treatment Division is responsible for the operation, maintenance, and repair of the County-owned treatment facility.

System Characteristics

Approximately 92 million gallons of wastewater are generated daily in the System. Almost 40 percent of the System wastewater flow is treated at the Noman M. Cole, Jr., Pollution Control Plant ("NMCPCP") (formerly the Lower Potomac Pollution Control Plant) near Lorton, Virginia. The rest of the flow is distributed between one privately operated plant and five other regional treatment facilities operated and maintained by Arlington County, DC Water ("Blue Plains"), Alexandria Renew Enterprises ("ARE"), the Upper Occoquan Service Authority ("UOSA"), and Prince William County Service Authority ("PWCSA") pursuant to contract agreements with the System. In addition, the System has purchased 1.0 million gallons per day (mgd) of capacity in Loudoun Water's Broad Run Water Reclamation Facility for flow capacity in the northern portion of the County, and 0.1 mgd of capacity in the PWCSA for flow generated in the southern portion of the County.

The System consists of 3,300 miles of sewer lines ranging in size from 8 inches to 72 inches; 70 wastewater pump stations ranging in capacity from 0.1 to 37 mgd; and 57 metering stations. NMCPCP, the County treatment plant, has a capacity of 67 mgd. Capacity entitlement at the other treatment facilities totals 89.5 mgd. The System has a staff of 335 employees and for FY 2025 had an operational outlay of $146.5 million (NMCPCP, $38.1 million; ARE, $12.1 million; Blue Plains, $21.3 million; UOSA, $17.6 million; Arlington, $3.4 million; Falls Church, $0.3 million; other, $0.7 million; collections and pumping, $33.5 million; Fairfax Water, billing and collections, $8 million; planning and administration, $11 million).

Approximately 88% of the 453,000 households and virtually all businesses in the County are connected to the System. The sewer service area covers approximately 234 square miles, nearly 60% of the County's 407 square mile land mass. Under separate service agreements, sewer service is provided to nearby Arlington and Loudoun Counties, Fort Belvoir, the Cities of Fairfax and Falls Church, and the Towns of Herndon and Vienna.

A map showing the System and its service area is shown on the following page.

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Attachment 5

[Insert System Map]

System Wastewater Flows

System wastewater flows from County and non-County sources are collected in a network of sewer lines, pumping stations, and interceptors. The flows are conveyed to wastewater treatment plants where greases, solids, nutrients, and other oxygen demanding wastes are removed. Treated effluent flows are also disinfected before being discharged into various tributaries leading to the Upper Potomac River Estuary. The resultant sludge streams are collected, conditioned, and disposed of separately.

Wastewater sources and the distribution of flow between wastewater treatment plants in the System are shown in the following tables.

WASTEWATER SOURCES AND CAPACITY ALLOCATION
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(Million Gallons per Day, mgd)

Wastewater Source	Fiscal Year (Ended June 30)					Current Capacity Allocation
	2021	2022	2023	2024	2025	
County Households and Businesses	89.77	88.77	83.51	86.20	81.35	141.43
Other (Sale of Service) Entities:						
City of Fairfax	2.88	2.49	2.00	2.36	2.44	4.20
Town of Herndon	2.97	2.64	2.75	3.16	3.61	3.00
Arlington County	1.39	1.20	1.11	1.13	2.30	1.80
Fort Belvoir	1.23	0.92	0.88	1.05	1.04	3.00
City of Falls Church	1.18	1.00	1.01	1.01	1.01	1.00
Town of Vienna	0.97	0.90	0.69	0.71	0.65	1.25
Loudoun Water	0.14	0.05	0.01	0.01	0.01	1.00
Fairfax County Water Authority	0.05	0.05	0.01	0.01	0.01	- (b) -
Reworld/ERR Facility(a)	0.10	0.10	0.01	0.02	0.02	- (b) -
Subtotal, Other Entities (c)	10.91	9.35	8.47	9.45	11.09	15.25
Total (c)	100.68	98.12	91.98	95.65	92.44	156.68

(a) The I-95 Energy Resource Recovery Facility operated by Reworld Fairfax, LLC, a private company.
(b) No capacity allocated; capacity included in allocation for County households and businesses.
(c) Due to rounding, columns may not total to the amounts indicated.

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Attachment 5

DISTRIBUTION OF FLOW TO WASTEWATER TREATMENT PLANTS
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(Million Gallons per Day, mgd)

Wastewater Treatment Plant (WWTP)	Fiscal Year (Ended June 30)					Current Capacity Allocation
	2021	2022	2023	2024	2025	
County WWTP, Noman M. Cole, Jr., Pollution Control Plant	40.54	38.56	35.38	37.94	36.14	67.00
Blue Plains (DC Water)	26.86	27.70	26.86	28.04	26.64	31.00
Alexandria Renew Enterprises	18.06	17.34	15.75	14.90	13.48	32.40
Upper Occoquan Service Authority	13.06	12.30	11.78	12.50	13.91	22.10
Arlington County	2.11	2.17	2.18	2.23	2.23	3.00
Loudoun Water	0.0	0.0	0.0	0.0	0.0	1.00
Colchester (Private)	0.04	0.04	0.02	0.02	0.02	0.08
Prince William Co. Service Authority	0.01	0.01	0.01	0.01	0.02	0.10
Subtotal, Non-County WWTPs	60.14	59.56	56.60	57.71	56.30	89.68
Total (a)	100.69	98.12	91.98	95.65	94.44	156.68

(a) Due to rounding, columns may not total to the amounts indicated.

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Interjurisdictional Service Contracts

Wastewater Treatment Services Provided for Other Entities

Sewer services are provided to other jurisdictional entities through "Sale of Service" agreements between the County and the entities. As prescribed by each Sale of Service agreement, each entity shares in the operating, debt and capital costs of the System. Each entity's share is determined on the basis of actual wastewater flow or reserved treatment capacity. The County currently has Sale of Service agreements with Arlington County, Fort Belvoir, the Cities of Fairfax and Falls Church, the Towns of Herndon and Vienna and Loudoun Water (as hereinafter defined). The following table summarizes service charge revenues from the Sale of Service entities for Fiscal Years 2021 through 2025.

SALE OF SERVICE REVENUES
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(in thousands)

ENTITY	Fiscal Year (Ended June 30)				
	2021	**2022**	**2023**	**2024**	**2025**
City of Fairfax	$2,280	$2,061	$2,071	$2,651	$3,867
Town of Herndon	1,643	2,328	1,461	811	2,587
Arlington County	773	631	715	791	768
Fort Belvoir	2,693	2,132	2,142	2,678	2,716
City of Falls Church	672	659	713	955	1,017
Town of Vienna	651	669	640	738	757
Loudoun Water	209	208	268	336	368
Other (a)	395	404	567	697	818
Total (b)	$9,316	$9,092	$8,577	$9,657	$12,898

(a) Includes Fairfax Water and the I-95 Energy Resource Recovery Facility operated by Reworld Fairfax, LLC, a private company.
(b) Due to rounding, columns may not total to the amounts indicated.

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Wastewater Treatment Services Provided by Other Entities

The System supplements the capacity of its own collection and treatment facilities through "Treatment by Contract" agreements with DC Water, Alexandria Renew Enterprises, the Upper Occoquan Service Authority and Arlington County. As prescribed in individual agreements, the County pays its share of the capital and operating costs of each entity's system based on allocated capacity and actual wastewater flows, respectively. Following are amounts paid by the County to the four entities shown as operating expenses, parity indebtedness, or subordinate obligations for Fiscal Years 2021 through 2025.

TREATMENT BY CONTRACT OPERATING EXPENSES AND INDEBTEDNESS
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(in thousands)

ENTITY	Fiscal Year (Ended June 30)				
	2021	**2022**	**2023**	**2024**	**2025**
Alexandria Renew Enterprises:					
Operating Expenses	$11,272	$10,785	$11,828	$12,164	$12,122
DC Water:	15,317	13,789	18,013	20,298	21,383
Operating Expenses					
UOSA: (a)	13,516	13,846	14,783	17,476	17,618
Operating Expenses	18,865	19,555	19,761	19,664	20,599
Subordinate Debt Obligations					
Arlington County:	2,616	2,046	2,448	2,738	3,407
Operating Expenses (b)	1,233	1,266	1,147	1,317	1,040
Other Operating Expenses (c)	$62,819	$61,287	$67,980	$73,656	$76,169
Total (d)	$11,272	$10,785	$11,828	$12,164	$12,122

(a) Debt payments reflect County's share of payments on UOSA's bond issues, which constitute Subordinate Obligations under the General Bond Resolution. See "SECURITY FOR AND SOURCES OF REPAYMENT OF THE 2026 Bonds – Subordinate Obligations."
(b) An annual debt payment (not related to a bond issue) is included in the operating expenses.
(c) Includes City of Falls Church and Colchester Utilities, Inc., operating expenses. 169 homes within the Harbor View subdivision in southeastern Fairfax County are served by the Colchester Wastewater Treatment Facility owned and operated by Colchester Utilities, Inc.
(d) Due to rounding, columns may not total to the amounts indicated.

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Capital costs paid to Treatment by Contract entities are classified as "Purchased Capacity" expenses in the financial statements and amortized with other System capital expenses. Summarized below are the annual purchased capacity expenditures for Fiscal Years[2021 through 2025.

PURCHASED CAPACITY ADDITIONS (SALES) – AMORTIZED CAPITAL EXPENDITURES
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(in thousands)

ENTITY	Fiscal Year (Ended June 30)				
	2021	**2022**	**2023**	**2024**	**2025**
DC Water (a)	$10,630	$9,081	$7,410	$14,205	$12,877
Alexandria Renew Enterprises (b)	19,700	11,282	9,164	15,517	22,992
Arlington County (c)	317	374	587	445	950
UOSA (d)	(177)	(2,626)	19,463	(169)	(174)
Total (e)	$30,470	$18,111	$36,624	$29,998	$36,645

(a) The County pays 31/370 or 8.38% of the expansion and upgrade expenses at the DC Water's Blue Plains Advanced Waste Treatment (AWT) Plant.
(b) The County pays 32.4/54 or 60% of ARE plant improvement expenses. ARE started to charge the County the shared cost of RiverRenew in FY 2019; the total shared cost of the County's portion is estimated to be $58 million, and the project is expected to be completed by [July 1, 2026.]
(c) The County pays 3.0/40 or 7.5% of Arlington County WWTP upgrade expenses.
(d) In Fiscal Year 2020, the County sold 0.5 mgd of its UOSA allocation to the City of Manassas, reducing its share of the facility's total capacity to 22.1 mgd or 41%. See SECURITY FOR AND SOURCES OF PAYMENT OF THE 2026 Bonds – Subordinate Obligations – *UOSA*" for further description of the UOSA Contract.
(e) Due to rounding, columns may not total to the amount indicated.

Blue Plains

In September 1985, the users of the Blue Plains plant (Fairfax County, the District of Columbia (the "District"), Montgomery and Prince George's Counties in Maryland, and the Washington Suburban Sanitary Commission (WSSC)) entered into the Blue Plains Intermunicipal Agreement (the "1985 IMA"). Under the terms of the 1985 IMA, the County's capacity entitlement was increased to 31 mgd in February 1997 when the Blue Plains plant was fully upgraded and expanded to 370 mgd. Although the County has a representative on the eleven-member District of Columbia Water and Sewer Authority (described below), which runs the Blue Plains plant, the County has no significant control over plant operation or construction activity and therefore, retained no ongoing equity interest in the assets or liabilities of the facility under the 1985 IMA.

In April 1996, the District established an independent Water and Sewer Authority ("DC Water") to operate the District's water and sewer systems, including the Blue Plains plant. DC Water has a Board of Directors comprised of six members from the District, two each from Montgomery County and Prince George's County, and one from Fairfax County. DC Water honored the capacity entitlement assigned to Blue Plains plant users under the 1985 IMA.

In 2012, the parties to the 1985 IMA, together with DC Water, entered into a new IMA (the "2012 IMA"), which replaced the 1985 IMA. The 2012 IMA updates the 1985 IMA to reflect changes since 1985 and recognizes the dynamic nature of regulations and regional needs. Fairfax County's flow capacity at Blue Plains remains at 31 mgd in the 2012 IMA as it was in the 1985 IMA.

Alexandria Renew Enterprises (ARE)

Under a service agreement amended and restated as of October 1, 1998, the County has a capacity entitlement of 32.4 mgd of ARE's 54 mgd treatment facility. Currently, the County has a substantial financial responsibility for its share of operating costs and construction costs. Although the County is allowed one non-voting representative at ARE's board of directors meetings, the County has no significant influence in the management of the plant and has no direct ongoing equity interest in the assets or liabilities of ARE.

Arlington County

Fairfax County is a minor user of the Arlington County wastewater treatment plant. Based on the most recent service agreement, dated October 3, 1994 (the "1994 Agreement"), the County has a capacity entitlement of 3.0 mgd of the plant's 40 mgd treatment capacity. Although the County has a measurable responsibility for its share of operating and construction costs, the County has no influence in the management of the plant and has no direct equity interest in the assets or liabilities of the plant. The County and Arlington County have agreed to abide by the provisions of the 1994 Agreement until a new agreement is executed between the parties.

Upper Occoquan Service Authority (UOSA)

UOSA, a joint venture formed on March 3, 1971, serves portions of Fairfax County, Prince William County, and the Cities of Manassas and Manassas Park. UOSA is governed by an eight-member board of directors consisting of two members each from the four participating jurisdictions. Effective May 1995, the County had a capacity entitlement of 13.19 mgd of the plant's 32 mgd treatment capacity. Based on a February 1991 restated service agreement, the County's capacity entitlement increased to 27.6 mgd when the UOSA facility expanded to 54 mgd in FY 2003. In 2008, the County's capacity entitlement was reduced to 24.6 mgd with the sale of 3.0 mgd of capacity (2.0 mgd of capacity to the Prince William County Service Authority and 1.0 mgd of capacity to the City of Manassas). In Fiscal Year 2011, the County sold an additional 2.0 mgd of its capacity to Prince William County Service Authority, reducing its entitlement to 22.6 mgd. The sale was based on updated build-out flow projections indicating that the County will not need the extra 2.0 mgd capacity. In July 2019, the County sold 0.5 mgd of its allocation to the City of Manassas reducing its share of the facility's total capacity to 22.1 mgd or 41%. The County has no explicit and measurable interest in UOSA but does have an ongoing financial responsibility for its share of operating, construction and debt service expenses. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE 2026 Bonds – Subordinate Obligations – *UOSA*."

Prince William County Service Authority (PWCSA)

Based on an agreement, dated August 13, 1999, PWCSA will provide service of up to 100,000 gallons per day to a service area in the southernmost section of the County. The County has no explicit and measurable interest in PWCSA but does have an ongoing financial responsibility for its share of operating expenses.

Loudoun County Sanitation Authority (Loudoun Water)

In Fiscal Year 2011, the County entered into an agreement with the Loudoun County Sanitation Authority ("Loudoun Water") to share in the construction and operating costs and debt service requirements for Loudoun Water's sewage treatment facility. The County purchased 1.0 mgd of capacity in Loudoun Water's Broad Run Water Reclamation Facility, representing 9% of the facility's 11 mgd total capacity. The County has no direct ongoing interest in the facility's assets and liabilities. Furthermore, the County has no significant influence in the management of Loudoun Water's treatment facility. Accordingly, the County does not account for this commitment as a joint venture.

The County paid Loudoun Water $20,942,294 for the 1.0 mgd of capacity in Fiscal Year 2011 and has not paid any operating costs to date. The System will incur operating costs once it starts to deliver flows to Loudoun Water's facilities, which has not happened to date and is projected to start in approximately Fiscal Year 2027.

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Summary of Financial Activity

SEWER FUND FINANCIAL ACTIVITY
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(in thousands)

	Fiscal Year (Ended June 30)				
	2021	**2022**	**2023**	**2024**	**2025**
BEGINNING BALANCE – POOLED CASH	$140,019	$340,289	$301,169	$272,559	$353,293
Sources (Inflows) of Funds:					
Service Charges	216,448	231,214	242,725	259,636	282,614
Availability Fees	34,715	16,355	23,514	30,305	17,756
Interest Earnings	791	480	6,542	9,910	9,920
Bond Receipts	240,839	-	-	139,814	-
Sale of Purchased Capacity	-	-	-	-	-
Grant Revenue	52	1	113	-	-
Other	56	71	31	-	55
Subtotal, Inflows	$492,901	$248,121	$272,925	$438,585	$310,344
Uses (Outflows) of Funds:					
O&M Expenses[1]	$13,516	$13,846	$14,783	$17,476	$17,618
All Other O&M Expenses	95,680	89,700	106,331	120,723	128,930
Total O&M Expenses	109,196	103,546	121,114	138,199	146,548
Capital Expenses	128,748	127,426	119,855	161,643	198,536
Debt Service	49,974	52,796	54,783	57,762	63,465
Other	993	-	-	5	41
Subtotal, Outflows	$288,911	$283,768	$295,752	$357,608	$408,590
Changes in Receivables	(2,615)	4,355	(4,744)	(5,152)	(9,835)
Changes in Payables	5,178	(1,224)	(3,104)	4,786	10,588
Changes in Inventory and other	288	347	350	416	105
Changes in Investments	(8,727)	(5,223)	(5,619)	(5,154)	(7,297)
Change in Pension and OPEB related deferred outflows and deferred inflows	2,156	(1,728)	123	2,615	1,957
Increase in Contract Retainages	-	-	7,211	2,245	3,741
ENDING BALANCE – POOLED CASH [2]	$340,289	$301,169	$272,559	$353,293	$254,308

(1) Includes expensed capital costs for sewer repairs and renovations.
(2) Due to rounding, columns may not total to the amounts indicated.

Sewer Revenue Bonds, Debt Service Payments, and Other Debt Obligations

History and Description of Bonds and Other Debt Obligations

On July 29, 1985, the Board of Supervisors adopted the General Bond Resolution authorizing the issuance of sewer revenue bonds. The bond proceeds were to be used to finance improvements to the System, primarily at the Noman M. Cole, Jr., Pollution Control Plant. The bond resolution was restated on July 21, 1986, in advance of the initial $75 million bond sale on August 6, 1986. Since that initial sale, several issues of sewer revenue bonds have been issued to finance capital improvements for the benefit of the System as well as for the purchase of additional wastewater capacity for the benefit of the County and paying a portion of capital improvement costs allocable to the County at certain wastewater treatment facilities that are owned by, or that provide service to, the County. In addition, several revenue refunding bonds series have been issued to provide debt service savings for the County. As of the date of this Official Statement, only the 2014 Bonds, the 2016 Bonds, the 2017 Bonds, the 2021 Bonds, and the 2024 Bonds are Outstanding Bonds under the General Bond Resolution. See "INTRODUCTION – Existing Indebtedness."

Under the Bond Resolution, the County is required to establish rates and fees for connection to and use of the System sufficient to pay operating and maintenance expenses, System debt service, and other obligations payable from the revenues of the System. As described above under "– Interjurisdictional Service Contracts," the County has classified as indebtedness under the Bond Resolution certain fixed payments owed to UOSA as shares of its debt service costs (such shares derived from the County's capacity rights in UOSA's treatment facilities).

Under the Bond Resolution, the County prioritizes its payment obligations under Treatment by Contract agreements as follows: (first) operating expenses, payable on par with operating expenses of the County's System; (second) debt service on the County's Outstanding Bonds and Parity Indebtedness, payable on parity with the debt service on the County's Outstanding Bonds; and (third) Subordinate Obligations, payable after provision is made for operating expenses, debt service on the Outstanding Bonds and parity indebtedness. The County retired the last sewer Parity Indebtedness in 1999.

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Debt Service Coverage Ratio; Liquidity

DEBT SERVICE COVERAGE
FAIRFAX COUNTY SANITARY SEWER SYSTEM

The following table shows the coverage of Debt Service on System indebtedness for Fiscal Years 2021 through 2025.

	Fiscal Year (Ending June 30) ($ in thousands)				
	2021	**2022**	**2023**	**2024**	**2025**
System Revenue:					
User Service Charges	$205,802	$220,776	$232,905	248,900	268,876
Sales of Service	9,316	9,092	8,578	9,657	12,897
Availability Fees	34,715	16,355	23,514	30,305	17,756
Interest Income	791	480	6,542	9,910	9,921
Other	1,330	1,346	1,386	1,092	895
Total System Revenue (a)	251,954	248,049	272,925	299,864	310,344
System O&M Expenses	(109,195)	(103,546)	(121,114)	(138,199)	(146,548)
Revenue Available for Paying Debt Service	$142,759	$144,503	$151,811	161,665	163,796
Senior Debt Service:					
2012 Bonds	3,395	2,106	-	-	-
2014 Bonds	5,774	5,787	5,798	5,818	5,835
2016 Bonds	10,455	10,454	12,558	12,560	12,556
2017 Bonds	5,510	5,507	5,506	5,510	5,507
2021A Bonds	-	5,235	8,725	11,777	11,777
2021B Bonds	-	538	896	896	896
2024 Bonds				0	4,756
Subtotal, Senior Debt Service	$25,134	$29,627	$33,483	36,560	41,326
Subordinate Obligations:					
UOSA	18,865	19,555	19,761	19,664	20,599
EDA	-	337	1,538	1,537	1,540
VRA Revolving Fund	5,975	3,277	-	-	-
Subtotal, Subordinate Obligations	$24,840	$23,169	$21,299	$21,201	$22,139
Total Debt Service	$49,974	$52,796	$54,782	$57,762	$63,465
Revenue Available after Paying Debt	$92,785	$91,707	$97,029	$103,903	$100,331
Senior Debt Service Coverage (a)	4.30x	4.33x	3.83x	3.59x	3.53x
Total Debt Service Coverage (b)(c)	2.86x	2.74x	2.77x	2.80x	2.58x

(a) Revenue available for paying debt service, less non-recurring revenues (Availability Fees) and income previously received and held by the County derived from the System, divided by Senior Debt Service. Shows 1.25x or greater coverage as required by the General Bond Resolution rate covenant.
(b) Revenue Available for Paying Debt Service divided by Total Debt Service.
(c) Due to rounding, columns may not total to the amounts indicated.

As shown in the previous table, System revenue includes current year revenue from availability fees, service charges and interest income. System revenue does not include available fund balance reserves; i.e., income received in previous years and currently held by the County in reserve in the Revenue Subfund. To maintain a debt service coverage ratio greater than one and to generate sufficient revenues to meet the System's funding needs, the County's Wastewater Planning and Monitoring division annually evaluates the need for, and the timing of implementing, increases in the availability fees and sewer service charge rates.

In 2009, the County's Board of Supervisors adopted certain financial policies related to the System. The adopted policies include:

- Senior Debt Service Coverage Policy: Commencing July 1, 2010, the County intends to adjust rates and charges for the System such that Net Revenues less Excluded Revenues (as defined in the General Bond Resolution), will be at least 200% of senior debt service requirements.

- Collective Debt Service Coverage Policy: Commencing July 1, 2012, the County intends to adjust rates and charges for the System such that Net Revenues less Excluded Revenues (as defined in the General Bond Resolution), will be at least sufficient to meet the Senior Debt Service Coverage Policy and 125% of senior and subordinate debt service requirements.

- Cash Reserve Policy: The County intends at all times to maintain a balance within the Revenue Subfund in an amount equal to or greater than the reasonable estimate of 90 days of Operating Expenses of the System.

The General Bond Resolution defines "*Excluded Revenues*" as the sum of Non-recurring Revenues and all income previously received and currently held by the County to the credit of the Revenue Subfund and all rights to receive the same, whether in the form of accounts receivable, contract rights or other rights, and the proceeds of such rights whether now owned or held or hereafter coming into existence derived by the County from the operation or ownership of the System.

The County has been in compliance with each of these policies since their adoption. Additionally, the County maintains financial targets, above these policy minimums, which are revisited each year.

In its resolution adopting such policies, the Board of Supervisors noted that "[t]he Financial Policies set forth in and adopted by this resolution are not and shall not be legally binding on this Board, or any future Board of Supervisors, but state the current and continuing good faith intentions of this Board of Supervisors as to its intended management of the System and its finances. No third person, whether a ratepayer, bondholder or other creditor of the System, rating agency, trustee, or other person, shall be, or shall be deemed to be, a third party beneficiary of, or otherwise have or acquire any enforceable right as to, this resolution or all or any of the Financial Policies adopted hereby."

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The following table shows the System's days' cash on hand for Fiscal Years 2021 through 2025.

Historical Days Cash on Hand
(As of Fiscal Years ended June 30)

	2021	2022	2023	2024	2025
Current, Unrestricted Cash & Cash Equivalents[†]	$104,322,559	$159,797,206	$181,796,264	$185,136,655	$179,429,967
Operating Expenses, Less Depreciation and Amortization	109,195,101	103,545,619	121,114,434	138,198,742	146,547,773
Days' Cash on Hand[†]	349	563	548	489	447

[†] At June 30.

Future Financings; Projected Debt Service Coverage Ratio

The following table provides projected debt service coverage for Fiscal Years 2026 through 2031. Such projections are based on revenue projections derived from the expected rates for such time period. System Revenue assumes annual rate increases that affect the average, monthly residential bill as follows: 5.90% in Fiscal Years 2026 and 2027, 9.10% in Fiscal Year 2028, 9.0% in Fiscal Years 2029 and 2030, and 6.9% in Fiscal Year 2031. In addition to the 2026 Bonds, the projections assume the County funds $261 million in capital projects with Sewer Revenue Bonds in 2026 and $286 million in capital projects with Sewer Revenue Bonds in 2027 and assume UOSA issues debt in 2027 for which $69 million is allocable to the County and in 2029 for which $132 million is allocable to the County

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PROJECTED DEBT SERVICE COVERAGE
FAIRFAX COUNTY SANITARY SEWER SYSTEM
($ in thousands)

	Fiscal Year (Ending June 30)					
	2026	**2027**	**2028**	**2029**	**2030**	**2031**
System Revenue:						
User Service Charges	$281,742	$299,368	$325,349	$356,430	$390,607	$421,663
Sales of Service	12,624	12,891	13,488	14,155	14,865	15,522
Availability Fees[1]	18,057	19,186	20,382	21,619	22,903	24,246
Interest Income	3,801	8,111	7,061	5,967	6,085	7,033
Other	270	271	271	272	272	273
Total System Revenue	750	750	750	750	750	750
System O&M Expenses	165,656	168,808	174,182	180,296	186,023	191,940
Revenue Available for Paying Debt Service	151,588	171,769	193,119	218,897	249,459	277,547
Senior Debt Service:						
Existing Bonds	$45,112	$45,105	$45,092	$39,453	$39,236	$39,256
2026 Bonds	4,106	16,425	16,425	16,425	16,425	16,425
2027 Bonds	-	9,968	19,937	19,937	19,937	19,937
2029 Bonds	-	-	-	14,301	28,603	28,603
2031 Bonds	-	-	-	-	-	11,356
Subtotal, Senior Debt Service	$49,218	$71,499	$81,455	$90,117	$104,201	$115,577
Subordinate Obligations:						
Existing Obligations[2]	$23,923	$23,925	$23,925	$17,841	$11,766	$11,737
2027 UOSA Bonds	-	-	$4,400	$4,400	$4,400	$4,400
2030 UOSA Bonds	-	-	-	-	-	$8,461
Total Debt Service[3]	$73,141	$95,423	$109,779	$112,358	$120,367	$140,175
Revenue Available after Paying Debt Service	$78,447	76,346	83,340	106,539	129,092	137,372
Senior Debt Service Coverage[4]	2.71x	2.13x	2.12x	2.19x	2.17x	2.19x
Total Debt Service Coverage[3][5]	2.07x	1.80x	1.76x	1.95x	2.07x	1.98x

(1) Includes spur fees.
(2) Includes debt service on the System's share of UOSA subordinate bonds and debt service on the 2021 Subordinate Public Works Bond in the principal amount of $20,055,000, representing the System's obligation to reimburse the County for its allocable share of the capital cost of the 2021 Public Works Project. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE 2026 Bonds – Subordinate Obligations. "
(3) Accrual Basis. Amounts shown are due on semi-annual interest payment dates. Due to rounding, columns may not total to the amounts indicated.
(4) Revenue available for paying debt service, less non-recurring revenues (Availability Fees) and income previously received and held by the County derived from the System, divided by Senior Debt Service. Shows 1.25x or greater coverage as required by the General Bond Resolution rate covenant.
(5) Revenue available for Paying Debt Service divided by Total Debt Service.

Capital Improvement Program

As shown on the table below, the County's Advertised Capital Improvement Plan for Fiscal Years 2027 through 2031 includes approximately $1.60 billion in System-related capital funding. Major initiatives include investment in the System in the following areas. The Fairfax County Sewer System Capital Improvement Program ("CIP") is entering an accelerated period of delivery, as multiple large-scale projects advance simultaneously from design into active construction. Current projects include more than 80 projects ranging from new facilities such as the Tysons West Pump Station and Force Main ($275 million) and Accotink Pump Station Rehabilitation ($89 million) to extensive gravity sewer improvements for Little Pimmit Run Sewer Realignment ($12.3 million) and Belle View Boulevard - Potomac Avenue Phase II ($15 million). At NMCPCP, the County is concurrently modernizing major treatment systems - such as the Raw Wastewater Pumping System B4 ($242 million), Solids Processing Rehabilitation Phases III and IV (over $234 million combined), and Primary and Secondary Sustaining Project ($159 million). The Fairfax County Wastewater Management Program is also obligated under numerous agreements with treatment by contract providers including AlexRenew and DC Water to contribute its proportional share of construction and operating costs. Currently, AlexRenew is planning capital improvements to its treatment facility, with an estimated $329 million allocated to the County for FY 2027 - FY 2031. DC Water is also planning capital improvements to its conveyance infrastructure, with the County's share totaling $256 million for FY 2027 - FY 2031.

In May 2023, the County revised its policy for reimbursing developers for installing enlarged sewer lines to more equitably distribute costs among system users. The revised policy requires the County to pay developers at the time of construction for the pro rata cost of the increased capacity beyond the developer's need. The County's annual costs associated with this policy are expected to fluctuate. The amounts in the Advertised Capital Improvement plan are estimated only.

Summary of System Capital Costs for the Forecast Period (in $000s)

	Fiscal Year Ending June 30[1]					5-Year
	2027	2028	2029	2030	2031	Total
Uses of Funds:						
Pump Station & Collection[2]	$100,259	$92,789	$117,799	$110,862	$99,181	$520,369
Noman M. Cole, Jr., PCP	61,347	70,340	96,574	99,336	121,812	449,409
Treatment by Contract Providers' Plants	91,004	105,474	104,062	106,603	62,827	469,970
UOSA Capital Cost	22,587	22,365	22,370	10,199	10,217	87,738
Developer Reimbursement	11,250	11,250	11,250	11,250	11,250	56,250
WPMD Outside Agency	4,000	2,000	2,000	2,000	2,000	12,000
Total Uses of Funds	$290,447	$304,218	$354,055	$340,250	$307,287	$1,596,256

[1]Amounts shown reflect when funding is projected to be required and may vary from when funds are actually expended through project completion. Amounts may not add up to the totals due to rounding.
[2]Pump Station & Collection amounts include reserves for Extension & Improvements, which may only be used as needed.

The Board of Supervisors is scheduled to adopt the final Capital Improvement Plan, following a series of public hearings, in May 2026.

The sources of funds for the Capital Improvement Plan include (i) revenues anticipated to be collected by the System during the forecast period (e.g., receipt of System availability fees, deposits made to the Extension and Improvement Subfund from rates, etc.), (ii) contributions from the System's Sale of Service customers, and (iii) bonds assumed to be issued by the County during the forecast period, including the 2026 Bonds.

A summary of the funding sources assumed for the System's Capital Improvement Plan for the forecast period is presented below.

Capital Improvement Program Funding Plan – For the Forecast Period – (in $000s)

	Fiscal Year Ending June 30[1]					
	2027	2028	2029	2030	2031	5-Year Total
Total System Capital Projects	$290,446	$304,218	$354,055	$340,250	$307,287	$1.596.256
Funding Sources:						
System Revenue	$58,908	$56,991	$67,245	$54,239	$56,416	$293.798
Bond Proceeds	231,538	247,227	286,810	286,011	250,871	1,302,458
Total Funding Sources	$290,446	$304,218	$354,055	$340,250	$307,287	$1,596,256

[1] Amounts shown reflect when funding projected to be required and may vary from when funds are actually expended through project completion. Amounts may not add up to the totals in the "Summary of System Capital Costs for the Forecast Period" above due to rounding.

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Rates and Charges

Rate Structure

The County adopts a sewer rate structure designed to satisfy all System revenue requirements. The rate structure is also designed to derive revenues from customers equitably. The sewer rates and availability and other fees for the last five fiscal years and the proposed rate structure for Fiscal Years 2027 through 2031, as set out in the County's Advertised Budget Plan for Fiscal Year 2027, are summarized below. The Board of Supervisors is anticipated to consider the adoption of the County's Advertised Budget Plan for Fiscal Year 2027 in May 2026.

SEWER RATE STRUCTURE
FAIRFAX COUNTY SANITARY SEWER SYSTEM

Description of Rate	Fiscal Year (Ending June 30)									
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2030
Sewer Service Charge, $/Thousand Gallons (TG)	7.72	8.09	8.46	8.81	9.33	9.88	10.78	11.75	12.81	13.69
Base Charges, $/Bill	36.54	40.14	44.81	49.73	52.62	55.78	$60.79	$66.26	$72.22	$77.20
Availability Fee, $/Unit:										
Single-Family Dwelling	8,507	8,592	8,860	9,038	9,218	$9,398	$9,757	$10,124	$10,500	$10,884
Apartment or Townhouse	6,806	6,874	7,088	7,231	7,374	7,518	$7,806	$8,100	$8,400	$8,708
Dorm Unit	2,127	2,148	2,215	2,260	2,304	2,349	$2,439	$2,531	$2,625	$2,721
Fixture Unit, (Commercial)	425	430	443	452	461	470	$488	$506	$525	$544
Connection Charge, $/Foot	152.50	152.50	152.50	152.50	152.50	152.50	152.50	152.50	152.50	152.50

Sewer Service Charges are based on water consumption, in 1,000 gallons (TG), as measured by a water service meter(s). For single-family dwellings and townhouses, water consumption for sewer billing is based on the previous winter quarter consumption. For apartment or multifamily complexes and nonresidential connections, billing is based on actual water used for the quarter. Sewer billings are included in quarterly water and sewer bills issued by the water billing agents.

Base Charges are per bill charges assessed quarterly, in addition to the Sewer Service Charge, to partially recover fixed expenses for billing, wastewater collection, engineering, planning, and administrative expenses.

Availability Fees are one-time charges collected from new sewer customers prior to connection to the System. These fees cover in part the applicants' proportional share of costs for facilities required beyond the collector system; i.e., sub-trunk sewers, pumping stations, and treatment facilities. For nonresidential units, the minimum availability fee is equal to a single-family dwelling rate. The minimum nonresidential rate provides for approximately 20 fixture units. Fixture units in excess of the minimum rate are charged at the prevailing fixture unit rate.

Connection Charges are one-time front footage charges used to offset the cost of installing County-built sewers adjacent to the property. The residential minimum is $7,625; the nonresidential minimum is $15,250. The residential maximum is $15,250; for commercial customers, there is no maximum. An additional lateral spur charge of $600 is charged for connecting to a County-built sewer spur.

Rate Development

Sewer service charge and availability fee rates are reviewed annually by County staff and an outside consultant as part of the County's annual budget process. In Fiscal Year 2025, the Board of Supervisors adopted charges and rates for the following five Fiscal Years. The County anticipates that in May 2026 the Board of Supervisors will adopt charges and rates for Fiscal Years 2027 through 2031. These fees are analyzed and evaluated, adjusted as necessary, and adopted annually by the Board of Supervisors to ensure that rates are priced accurately. The County allocates operating revenues and expenses, interest income, bond proceeds, debt service payments, and capital improvement expenses between existing and new users of the System as described below.

Separate accounting of revenues and expenses for existing and new customers along with analyses to determine the adequacy of sewer service charges and availability fees is conducted annually by the County. The purpose of these analyses is to allocate System revenues and expenses between existing and new customers such that growth pays for growth.

Sewer service charges are adjusted to maintain minimum reserves in the existing customer portion of the fund balance. The availability fee calculation is based on a "growth related" or marginal-incremental cost method whereby new customers are responsible for the next increment of System expansion costs incurred.

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Rate Comparison

The table below compares FY 2024 average annual sewer service revenues per Single-Family Residential Equivalent ("SFRE") for Fairfax County with selected other regional jurisdictions. Representative average sewer service revenues for the other jurisdictions have been developed by applying each jurisdiction's sewer service rate schedule to appropriate SFRE usage determined from an analysis of Fairfax Water's ("FW") historical average water usage records for SFREs.

As the table illustrates, the County's estimated average sewer service revenues per SFRE are less than all but two of the estimated equivalent revenues of other jurisdictions. Management anticipates other jurisdictions' sewer service revenues will also be significantly affected by the Virginia Department of Environmental Quality's on-going adoption of more stringent discharge standards. Such effects may not be reflected in current revenue levels of the other jurisdictions.

Comparison of Fiscal Year 2026
Average Annual Sewer Service Revenues for Single-Family Residential Equivalents (SFREs)

Jurisdiction	Average Sewer Service Revenue (a) ($/SFRE)
DC Water (b)	$1,409
WSSC, MD (b)	1,038
City of Alexandria (c)	1,019
Fairfax County (c)	**808**
Arlington County (b)	727
Prince William County (b)	670
Loudoun County (c)	566

(a) Each jurisdiction's sewer service rate schedule is applied to the average usage as specified in the respective additional footnotes.
(b) Average billed quarterly usage of 16,000 gallons is based on an analysis of Fairfax County Water Authority's annual usage reports.
(c) These jurisdictions use a winter quarter billing method for residential customers, eliminating billing of water usage, such as lawn irrigation, that does not enter the sewer system. The average winter quarter usage of 16,000 gallons is based on an analysis of Fairfax County Water Authority's annual usage reports.

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As the following table illustrates, the County's availability fees are competitive with charges of other regional jurisdictions. Management anticipates other jurisdictions' availability fees will also be significantly affected by adoption of more stringent discharge standards. Such effects may not be reflected in current fees of the other jurisdictions.

Comparison of Fiscal Year 2026 Single-Family Availability Fees

Jurisdiction	Availability Fees ($/SFRE)
DC Water	$2,809
Arlington County (a)	4,440
WSSC, MD improved/unimproved (b)	15,000/7,425
Fairfax County	**9,218**
Loudoun County	10,439
City of Alexandria	11,119
Prince William County	12,000

(a) The availability fee for an SFRE is based on the Fairfax County Department of Public Works and Environmental Service's evaluation of Arlington County's drainage fixture unit (FU) charge of $185/FU. The calculated fee is based on Fairfax County's assumption of 24 FU's per SFRE.
(b) WSSC charges separate availability charges based on customer geographic location for improved and unimproved areas.

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Attachment 5

Existing Customer Base

Approximately 453,000 households in the County are served by the System. That represents approximately 1,150,000 County residents. More than 28,760 nonresidential connections are served by the System. The floor area of the nonresidential customers is approximately 280.5 million square feet. The following table summarizes the County's sewer customer base in terms of County residential connections and population during Fiscal Years 2021 through 2025. County nonresidential connections and square footage are also shown for the same period.

RESIDENTIAL AND NONRESIDENTIAL CUSTOMER BASE
FAIRFAX COUNTY SANITARY SEWER SYSTEM

Service Class	**Fiscal Year** (Ended June 30)				
	2021	**2022**	**2023**	**2024**	**2025**
Residential Connections:					
Single-Family Dwellings	167,359	167,978	168,380	168,575	170,935
Townhouses	79,502	80,045	80,327	80,514	81,746
Apartments	96,264	96,327	96,348	96,348	97,6183
Total Residential Connections	343,125	344,350	345,055	345,437	350,299
Connected County Population	945,000	954,000	959,000	1,000,000	1,150,000
Annual Growth – Total Residential Connections, %	0.2%	0.4%	0.2%	0.1%	1.4%
				28,384	28,760
Nonresidential Connections	28,335	28,367	28,378	280.5	280.5(a)
Nonresidential Square Feet, MSF (million square feet)	278.5	279.7	282(a)	0.02%	1.32%
Annual Growth of Nonresidential Connections, %	0.02%	0.11%	0.04%	373,821	379,059
Total Connections	371,460	372,433	373,433	168,575	170,935
(a) Estimate. FY 2025 Demographic information not yet available.					

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The following is a summary of the top ten retail sewer customers (does not include sales of service customers that receive bulk wastewater service on a contractual basis) for the System for the Fiscal Year ended June 30, 2025.

Retail Wastewater Top Ten Utility Customers – Fiscal Year 2023 (Based on Sales Revenue)[1]

Retail Account[2]	Service Class	Total Revenues	% of Total System Rate Revenues
Inova Health Systems- Fair Oaks Hospital	Commercial	$681,594	0.24
Covanta Fairfax Inc.	Commercial	617,456	0.22
INOVA Fairfax Hospital	Commercial	391,490	0.14
Skyline Sq. Owners Assoc.	Commercial	337,177	0.12
Skyline Plaza	Commercial	290,143	0.10
County of Fairfax	Commercial	266,927	0.09
5599 Seminary Rd, Owner LLC	Commercial	259,257	0.09
Boro I Developer LP	Commercial	243,679	0.09
7931 Patriot Drive Owners, LLC	Commercial	190,489	0.07
Amy Navy Country Club	Commercial	181,999	0.06
Total[3]		$3,460,211	1.22
Total Retail Wastewater Rate Revenues[4]		$268,876,474	100.0%

[1] Based on information provided by the County and includes only retail sales information; does not reflect customers that receive wastewater service on a bulk or wholesale basis. Amounts reflect information for the Fiscal Year ended June 30, 2025, the most recently completed fiscal year.
[2] Represents the sum of all meters (accounts) that are considered as service to an individual customer, where applicable.
[3] Totals may not add due to rounding.
[4] Amount reflects revenues derived from the application of retail wastewater service charges and does not include bulk or wholesale service revenues or any other operating revenues received by the System for the Fiscal Year.

The System serves a relatively affluent customer base. As shown in the table below, the County and the other localities the System serves have a median family income exceeding that of the Commonwealth and the nation.

Locality	**Median Family Income**[†]
United States	$99,999
Commonwealth of Virginia	115,213
Prince George's County	120,601
Prince William County	146,895
Stafford County	152,513
District of Columbia	155,025
City of Alexandria	159,140
Montgomery County	164,096
Town of Herndon	164,681
Fairfax City	183,193
Fairfax County	**183,217**
Arlington County	199,541
Loudoun County	203,933
City of Falls Church	222,644
Town of Vienna	249,219

[†]Source: U.S. Census Bureau, 2024 American Community Survey 5-Year Estimates; Town of Vienna estimate from 2022 5-Year Estimes

FY 2027 Budget

On February 16, 2026, the County Executive presented the FY 2027 Advertised Budget Plan to the Board of Supervisors. The FY 2027 Advertised Budget Plan represents a proposed total sewer revenue increase of approximately $17.8 million over the FY 2026 Adopted Budget Plan based on proposed increases to the Sewer Charges and Fees. Sewer Revenue Fund Disbursements would total $341.5 million, a proposed increase of $14. million or 4.3% over the FY 2026 Adopted Budget Plan, leaving the Fund with an estimated $122.2 million fund balance. The FY 2027 Advertised Budget Plan includes a sewer service charge of $9.88 per 1,000 gallons of water consumption, which is a proposed increase from the prior fiscal year's sewer service charge of $9.33 per 1,000 gallons of water consumption. The FY 2027 Advertised Budget Plan also includes a base charge of $55.78 per quarter, which is a proposed increase from the prior fiscal year's base charge of $52.62 per quarter. These proposed adjustments to both the sewer service charge and the base charge would result in the annual average residential bill increasing from $807.60 in FY 2026 to $855.44 in FY 2027. The Board of Supervisors is expected to consider the FY 2027 Advertised Budget Plan on May 4, 2026.

The FY 2027 Advertised Budget Plan includes certain financial indicators and targets for each indicator. Such targets are reviewed annually. The table below summarizes certain of such financial indicators and targets included in the FY 2027 Advertised Budget Plan.

Financial Indicator	Target	FY 2027 Advertised Budget
Net Revenue Margin	Range 45% to 65%	47%
Affordability (% of Median Income Spent on Sewer Bill)	Less than 1.2%	0.6%
Debt to Net Plant in Service Ratio	Below 50%	45%
Outstanding Debt per Connection	Max $5,500	$3,081

Environmental Priorities

In July 2019, the County launched its Office of Environmental and Energy Coordination ("OEEC") to advance environmental and energy priorities. Additional information regarding OEEC, including its targets, goals, and policies, can be found at https://www.fairfaxcounty.gov/environment-energy-coordination/.

The System has multiple projects and initiatives underway in support of the County's environmental priorities. These capital projects include, but are not limited to, a biosolids project that is anticipated to reduce natural gas and electricity consumption at the Noman M. Cole, Jr., Pollution Control Plant, analyzing the use of energy at facilities to understand areas of improvement and supporting County carbon footprint reduction initiatives, and installation of charging stations for the program's transition to electric vehicles. In 2021, the Wastewater Treatment Division established an energy team and aligned its energy management program with ISO 50001 standards (voluntary standards for designing, implementing, and maintaining energy management systems). In 2022, the facility completed its ninth annual greenhouse gas emissions inventory, which demonstrated a reduction in annual greenhouse gas emissions between 2020 and 2022. In FY 2024, the Wastewater Management budget was approved to purchase 15% renewable electrical energy.

LITIGATION

To the County's knowledge, no litigation is pending or threatened (a) to restrain or enjoin the issuance, sale or delivery of any of the 2026 Bonds, the application of the proceeds thereof as provided in the Bond Resolution or the collection of revenues pledged under the Bond Resolution, (b) in any way contesting or affecting any authority for the issuance or validity of the 2026 Bonds or the validity of the Bond Resolution, (c) in any way contesting the creation, existence or powers of the County or (d) that, if determined adversely against the County, would have a material adverse effect on the County.

APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters relating to the authorization and issuance of the 2026 Bonds are subject to the approval of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel, the proposed form of whose opinion is included herein as Appendix D. Certain legal matters will be passed upon for the County by Elizabeth D. Teare, Esquire, Fairfax County Attorney.

TAX MATTERS

Opinion of Bond Counsel

The County will covenant in a tax certificate to comply with certain provisions of the Internal Revenue Code of 1986 (the "Code") relating to the exclusion from gross income of the interest on the 2026 Bonds for federal income tax purposes. In the opinion of Norton Rose Fulbright US LLP, Bond Counsel, under current law, and assuming continuing compliance by the County with such covenants and subject to the provisions of this section, interest on the 2026 Bonds will not be includable in gross income of the owners of the 2026 Bonds for federal income tax purposes. Interest on the 2026 Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the 2026 Bonds in the event of a failure by the County to comply with applicable requirements of the Code and its covenants regarding use, expenditure, and investment of the proceeds of the 2026 Bonds and timely payment of certain investment earnings to the United States Treasury. No opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the 2026 Bonds for federal income tax purposes of any action taken or not taken without the approval of Bond Counsel or upon the advice or approval of counsel other than Bond Counsel.

Interest on the 2026 Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax under the Code on individuals.

Original Issue Discount

The excess, if any, of the amount payable at maturity of any maturity of the 2026 Bonds purchased as part of the initial public offering over the issue price thereof constitutes original issue discount. The amount of original issue discount that has accrued and is properly allocable to an owner of any maturity of the 2026 Bonds with original issue discount (a "Discount Bond") will be excluded from gross income for federal income tax purposes to the same extent as interest on the 2026 Bonds. In general, the issue price of a maturity of the 2026 Bonds is the first price at which a substantial amount of 2026 Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers), which may differ from the price for such maturity shown on the inside cover page of this Official Statement, and the amount of original issue discount accrues in accordance with a constant yield method based on the compounding of interest. A purchaser's adjusted basis in a Discount Bond is to be increased by the amount of such accruing discount for purposes of

determining taxable gain or loss on the sale or other disposition of such Discount Bonds for federal income tax purposes.

Original issue discount that accrues in each year to an owner of a Discount Bond is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed herein. Consequently, an owner of a Discount Bond should be aware that the accrual of original issue discount in each year may result in additional distribution requirements or other collateral federal income tax consequences although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

The accrual of original issue discount and its effect on the redemption, sale, or other disposition of a Discount Bond that is not purchased in the initial offering at the first price at which a substantial amount of such 2026 Bonds is sold to the public may be determined according to rules that differ from those described above. A purchaser of a Discount Bond should consult his or her tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to such Discount Bond and with respect to state and local tax consequences of owning and disposing of such Discount Bond.

Bond Premium

The excess, if any, of the tax basis of a maturity of 2026 Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such 2026 Bonds as inventory, stock in trade, or for sale to customers in the ordinary course of business) over the amount payable at maturity is "Bond Premium." Bond Premium is amortized over the term of such maturity for federal income tax purposes (or, in the case of a bond with bond premium callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). No deduction is allowed for such amortization of Bond Premium; however, Bond Premium is treated as an offset to qualified stated interest received on the 2026 Bonds. An owner of such 2026 Bonds is required to decrease his adjusted basis in such 2026 Bonds by the amount of amortizable Bond Premium attributable to each taxable year such 2026 Bonds are held. Purchasers of such 2026 Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon sale, redemption or other disposition of such 2026 Bonds and with respect to state and local income tax consequences of owning and disposing of such 2026 Bonds.

Backup Withholding

Interest paid on the 2026 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. While this reporting requirement does not by itself, affect the excludability of interest on the 2026 Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the 2026 Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (i) are not "exempt recipients," and (ii) either fail to provide certain identifying information (such as the beneficial owner's taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld from a payment to a beneficial owner under the backup withholding rules would be allowed as a refund or a credit against such beneficial owner's federal income tax liability provided the required information is furnished to the Internal Revenue Service.

Other Tax Consequences

Under existing law, the interest on the 2026 Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended (the "Virginia Code"), to the extent that such interest is excludable from gross income for federal income tax purposes.

The Code and the Virginia Code contain other provisions (some of which are noted below) that could result in tax consequences, upon which Bond Counsel expresses no opinion, as a result of ownership of the 2026 Bonds or the inclusion in certain computations of interest on the 2026 Bonds that is excluded from gross income for purposes of federal income taxation.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, life insurance companies, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, owners of an interest in a financial asset securitization investment trust (FASIT), corporations subject to the alternative minimum tax on adjusted financial statement earnings, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

PROSPECTIVE PURCHASERS OF THE 2026 BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICABILITY AND IMPACT OF ANY SUCH COLLATERAL TAX CONSEQUENCES.

Future Tax Developments

Future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the 2026 Bonds to be subject, directly or indirectly, to federal income taxation or to state or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or state tax exemption or the market value of the 2026 Bonds. Prospective purchasers of the 2026 Bonds should consult their tax advisors regarding any future**,** pending or proposed federal or state tax legislation, regulations, rulings or litigation as to which Bond Counsel expresses no opinion.

RATINGS

The 2026 Bonds have been rated "___" by Fitch Ratings, Inc. ("Fitch"), "___" by Moody's Investors Service, Inc. ("Moody's"), and "___" by S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P"). The County requested that the 2026 Bonds be rated and furnished certain information to Fitch, Moody's and S&P, including certain information that is not included in this Official Statement.

These ratings are not a recommendation to buy, sell or hold the 2026 Bonds. Generally, rating agencies base their ratings on such materials and information, as well as investigations, studies and assumptions of the rating agencies. Such ratings may be changed at any time and no assurance can be given that they will not be revised downward or withdrawn entirely by any or all of such rating agencies, if, in the judgment of any or all, circumstances so warrant. Such circumstances may include, without limitation, change in or unavailability of information relating to the County. Any such downward revision or withdrawal of any of such ratings may have an adverse effect on the market price of the 2026 Bonds.

FINANCIAL ADVISOR

The County has retained PFM Financial Advisors LLC, Arlington, Virginia, as financial advisor (the "Financial Advisor") in connection with the issuance of the 2026 Bonds. Although the Financial Advisor assisted in the preparation and review of this Official Statement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement. The Financial Advisor is not engaged in the business of underwriting municipal securities.

SALE AT COMPETITIVE BIDDING

The Bonds will be offered for sale at competitive bidding on a date determined pursuant to the provisions of the Notice of Sale relating to the Bonds (See "Appendix F – Notice of Sale"). After the Bonds have been awarded, the County will issue an Official Statement in final form to be dated the date of the award. The County will deem the Official Statement in final form as of its date, and the Official Statement in final form will be a "Final Official Statement" within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Official Statement in final form will include, among other matters, the identity of the winning bidder (the "Underwriter"), the expected selling compensation to the Underwriter and other information on the interest rates and offering prices or yields of the Bonds, all as supplied by the Underwriter.

CONTINUING DISCLOSURE

The Securities and Exchange Commission has adopted Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"). In general, the Rule prohibits an underwriter from purchasing or selling municipal securities such as the 2026 Bonds, unless it has determined that the issuer of such securities and other persons deemed to be material "obligated persons" have committed to provide to The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board (i) on an annual basis, certain financial information and operating data ("Annual Reports"), and, if available, audited financial statements, and (ii) notice of various events described in the Rule ("Event Notices").

The County will covenant in the Continuing Disclosure Agreement (the proposed form of which appears in Appendix E), to be dated the date of delivery of the Bonds, for the benefit of the holders of the Bonds, to provide to EMMA, annually, not later than March 31 of each year, commencing March 31, 2027, Annual Reports with respect to itself, as issuer. Similarly, the County will provide Event Notices with respect to the Bonds to EMMA. The County has updated its procedures relating to compliance with its undertakings under the Rule to reflect the recent amendments to the Rule.

The Continuing Disclosure Agreement requires the County to provide only that information which is subject to the terms of the Continuing Disclosure Agreement and only at specific times. The County may, from time to time, provide certain information and data in addition to that required by the Continuing Disclosure Agreement. If the County chooses to provide such information and data, it has no obligation to update such information or data or to include it in a future disclosure.

On January 23, 2019, S&P upgraded its rating from "AA" to "AA+" on several series of the Fairfax County Economic Development Authority's Silver Line Phase I Bonds payable from certain revenues of the County, subject to appropriation by the County's Board of Supervisors. Although the rating upgrade was reflected in the EMMA database for such Bonds, the County did not file a timely Event Notice with EMMA with respect to this rating upgrade. In addition, following the partial defeasance of a portion of one maturity of such Silver Line Phase I Bonds, the Annual Report required to be filed with EMMA on or

before March 31, 2021, was timely filed with EMMA but was not correctly cross-referenced to a new CUSIP number assigned to the undefeased portion of such maturity. The undefeased portion of such maturity was thereafter defeased on May 18, 2021. The County has reviewed its procedures to ensure the timely filing and cross-referencing of Event Notices and Annual Reports in the future.

The Upper Occoquan Service Authority has issued regional sewerage system revenue bonds (the "UOSA Bonds") on which the County is responsible for paying a portion of the debt service from certain revenues of the County's sewage collection, treatment and disposal systems. In connection with the UOSA Bonds, the County covenanted to file with EMMA certain annual financial information and operating data (the "Sewer System Annual Information"), and if available, audited financial reports, within 270 days after the June 30 end of each County fiscal year (the "Sewer System Audited Financial Report"). With respect to the fiscal year ended June 30, 2022, the Sewer System Annual Information and the Sewer System Audited Financial Report were timely filed with EMMA prior to the March 27, 2023, due date, but the Sewer System Annual Information was not correctly cross-referenced to the CUSIP numbers assigned to certain maturities of the UOSA Bonds until it was filed with EMMA with respect to such CUSIP numbers on June 21, 2023.

Except as described under this caption, in the five years preceding the date of this Official Statement, the County has materially complied with its undertakings under the Rule.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of the estimates will be realized.

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Attachment 5

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL

The distribution of this Preliminary Official Statement has been duly authorized by the Board of Supervisors of the County. The County deems this Preliminary Official Statement final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission except for the omission of certain pricing and other information permitted to be omitted by Rule 15c2-12.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____, Chairman

Attachment 5

APPENDIX A

COUNTY OF FAIRFAX, VIRGINIA, INTEGRATED SEWER SYSTEM
ANNUAL COMPREHENSIVE FINANCIAL REPORT[(1)]

[1] This Appendix comprises the County's Integrated Sewer System Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025. In order to preserve cross-references within such pages, this Appendix has not been repaginated and, accordingly, retains the original pagination.

Attachment 5

APPENDIX B

FAIRFAX COUNTY INFORMATION*

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*The inclusion of general information about Fairfax County and its financial position does not imply that Fairfax County is legally obligated to make payments on the 2026 Bonds except from the revenues and other sources of funds described in this Official Statement.

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION

A brief summary of certain provisions of the General Bond Resolution is included in this Appendix C. Such summary does not purport to be comprehensive or definitive; all references herein to the General Bond Resolution, and the 2026 Series Resolution are qualified in their entirety by reference to each such resolution, copies of which are available for review at the Offices of the Bond Registrar.

Definitions of Certain Terms

"*Accountant*" means the firm of independent certified public accountants at the time serving as such pursuant to the General Bond Resolution.

"*Accreted Amount*" means, with respect to Capital Appreciation Bonds of any series, the amount set forth in a Series Resolution as the amount representing the initial public offering price, plus the accumulated and compounded interest on such Bonds.

"*Acquisition*" means acquisition by purchase or eminent domain, construction, improvement and placing into operation.

"*Additional Bonds*" means additional Bonds authorized to be issued pursuant to the provisions of the General Bond Resolution described under the heading "Additional Indebtedness – *Additional Bonds*" within this Appendix C.

"*Annual Budget*" means the budget for the County for a Fiscal Year adopted by the County, as the same may be amended from time to time, in accordance with the provisions of the General Bond Resolution.

"*Balloon Indebtedness*" means Indebtedness, twenty-five percent (25%) or more of the principal of which matures on the same date, which portion of the principal is not required by the documents governing such Indebtedness to be amortized by redemption prior to such date. If any Indebtedness consists partially of Variable Rate Indebtedness and partially of Indebtedness bearing interest at a fixed rate, the portion constituting Variable Rate Indebtedness and the portion bearing interest at a fixed rate are to be treated as separate issues for purposes of determining whether any such Indebtedness constitutes Balloon Indebtedness.

"*Board*" or *"Board of Supervisors"* means the Board of Supervisors of the County or any successor entity assuming the functions thereof.

"*Bond Registrar*" means, for the Bonds of any series, the Bond Registrar at the time serving as such under the General Bond Resolution and performing the duties set forth therein and in the applicable Series Resolution, whether the original or a successor Bond Registrar.

"*Bond Year*" means the period commencing on the first day of July of any calendar year and ending on the 30th day of June of the following calendar year or such other annual period commencing and ending on the dates specified in a Series Resolution.

"*Bonds*" means the bonds issued under the General Bond Resolution and includes the 2014 Bonds, the 2016 Bonds, the 2017 Bonds, the 2021 Bonds, the 2024 Bonds, the 2026 Bonds, and any Additional Bonds and Refunding Bonds.

"*Business Day*" means any day on which the New York Stock Exchange is open, other than a Saturday or Sunday and other than a day on which commercial banks (including the Depositary, the Bond Registrar, any Credit Bank, any Insurer and any Paying Agent) are authorized to close in the Commonwealth of Virginia or in New York, New York.

"*Capital Appreciation Bonds*" means Bonds the interest on which is compounded and accumulated at the rates and on the dates set forth in a Series Resolution and is payable upon redemption or on the maturity date of such Bonds.

"*Chief Financial Officer*" means the Deputy County Executive for Management and Budget or a deputy thereof.

"Clerk" means the Clerk or any Deputy Clerk of the Board or any person succeeding to the principal functions thereof.

"*Closing*" means the date on which Bonds are delivered against payment therefor.

"*Commonwealth*" or "*State*" means the Commonwealth of Virginia.

"*Completion Date*" means the date of completion of the Acquisition of the Initial Projects or of any other Projects.

"*Construction Subfund*" means the Sewer Bond Construction Subfund created and so designated by the General Bond Resolution.

"*Contracted Services*" means services rendered or facilities provided to the County in respect of the System or for the performance for or on behalf of the County of functions similar to those performed by the System, from a specific project, projects or systems, pursuant to a contract, whether a financing lease, a service agreement or another arrangement.

"*Cost of Contracted Services*" means the payments to be made by the County for Contracted Services that consist of three elements: (i) a "Debt Service Component" that consists of that part of the payment for Contracted Services for which the County is obligated to pay, and that the Chief Financial Officer of the County has determined in writing in an Officer's Certificate at the time the County commits to receive such Contracted Services to be for the purpose of paying a fixed charge or the principal of and/or interest on the obligations, directly or indirectly associated with rendering the Contracted Services, of the person providing the Contracted Services, (ii) the "Operating Component" that consists of the portion of the payment for Contracted Services that meets the definition of Operating Expenses under the General Bond Resolution, and (iii) the "Remaining Component" that consists of the remaining portion of the payment for Contracted Services for which the County is obligated to pay and which is not embraced in the definition of Debt Service Component or Operating Component.

"*County Executive*" means the County Executive or any person succeeding to the principal functions thereof.

"*County Representative*" means each of the persons at the time designated to act on behalf of the County in a written certificate furnished to each Depositary, any Paying Agent and the Bond Registrar, which certificate is to contain the specimen signature(s) of such person(s) and be signed on behalf of the County by the Chairman.

"*Credit Bank*" means as to any particular series of Bonds, the person (other than an Insurer) providing a letter of credit, a line of credit, a guaranty or another credit- or liquidity-enhancement facility, as designated in the Series Resolution providing for the issuance of such Bonds.

"*Credit Facility*" means, as to any particular series of Bonds, a letter of credit, a line of credit, a guaranty or another credit- or liquidity-enhancement facility (other than an insurance policy issued by an Insurer), as approved in the Series Resolution providing for the issuance of such Bonds.

"*Current Interest Bonds*" means Bonds the interest on which is payable on the Interest Payment Dates provided therefor in a Series Resolution.

"*Debt Service Requirements*" means, for any Bond Year, the aggregate of (a) the Principal and Interest Requirements on Bonds of all series then outstanding for such Bond Year and (b) the payments required to be made in respect of Parity Indebtedness for such Bond Year, employing in each case the methods of calculation set forth in clauses (A), (B) and (C) under the section entitled " – Additional Indebtedness – *Additional Bonds*" in the cases of Balloon Indebtedness, Variable Rate Indebtedness and Optional Tender Indebtedness; provided, however, that interest expense is to be excluded from the determination of Debt Service Requirements to the extent that such interest is to be paid from the proceeds of Bonds or Parity Indebtedness or from investment (but not reinvestment) earnings thereon if such proceeds have been invested in Defeasance Obligations and to the extent such earnings may be determined precisely. The County may provide in a Series Resolution that interest expense on Credit Facilities drawn upon to purchase but not to retire Bonds, to the extent such interest exceeds the interest otherwise payable on such Bonds, be included in the determination of Debt Service Requirements.

"*Debt Service Subfund*" means the Sewer Bond Debt Service Subfund created and so designated by the General Bond Resolution.

"*Defeasance Obligations*" means, generally, Government Obligations and obligations described in clause (D) of the definition of "Investment Obligations." Provided, however, that for purposes of defeasing the 2026 Bonds, "Defeasance Obligations" means (i) Government Obligations, (ii) obligations unconditionally guaranteed by the United States of America, or evidences of indirect ownership of such obligations, and (iii) the obligations described in clause (D) of the definition of "Investment Obligations."

"*Deposit Day*" means the twenty-fifth (25th) day of each month (or for any series of Bonds any other day that may be designated in the Series Resolution as a "Deposit Day"), on which day a withdrawal from the Revenue Subfund is required to accomplish the payments and transfers required by the General Bond Resolution.

"*Depositary*" means one or more banks or trust companies authorized under the laws of the United States of America or the Commonwealth to engage in the banking business within the Commonwealth that meet the requirements of the General Bond Resolution and have been designated by the County by resolution as a depositary of money pursuant to the provisions of the General Bond Resolution.

"*Engineer*" means the Director of the Department of Public Works of the County or any person holding the highest ranked engineering position created by the County or an engineer or engineering firm if so designated by the Board.

"*Excluded Revenues*" means the sum of Non-recurring Revenues and all income previously received and currently held by the County to the credit of the Revenue Subfund and all rights to receive the same, whether in the form of accounts receivable, contract rights or other rights, and the proceeds of such

rights whether now owned or held or hereafter coming into existence derived by the County from the operation or ownership of the System.

"*Extension and Improvement Subfund*" means the Sewer Bond Extension and Improvement Subfund so created and designated by the General Bond Resolution.

"*Fiscal Year*" means the period commencing on the first day of July of any year and ending on the last day of June of the following year, unless the County notifies the Depositary and the Bond Registrar in writing of a change in such period, in which case the Fiscal Year will be the 12-month period set forth in such notice.

"*Government Obligations*" means direct obligations of, or obligations the timely payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America, or evidences of indirect ownership of such obligations.

"*Gross Revenues*" means (a) all payments, proceeds, rates, fees, charges, rents and all other income derived by or for the County for the use of and for the services and facilities furnished by or from the operation or ownership of the System, (b) Non-recurring Revenues derived by the County from the operation or ownership of the System, (c) all income previously received and currently held by the County to the credit of the Revenue Subfund and all rights to receive the same, whether in the form of accounts receivable, contract rights or other rights, and the proceeds of such rights whether now owned or held or hereafter coming into existence derived by the County from the operation or ownership of the System, (d) any proceeds of use and occupancy or business interruption insurance, and (e) the income from the investment under the provisions of the General Bond Resolution of the money held for the credit of the various funds and accounts created under the General Bond Resolution and required or permitted by the terms of the General Bond Resolution to be credited to the Revenue Subfund, but does not include the proceeds of any insurance, other than as mentioned above, or any capital gifts, grants, donations or contributions or borrowed funds. Payments by any Insurer or Credit Bank with respect to debt service on the Bonds or any Subordinate Obligations do not constitute Gross Revenues. Any lump sum payment or prepayment received by the County (excluding Non-recurring Revenues) is to be reserved by the County in the Revenue Subfund and disbursed from the Revenue Subfund, and recognized as Gross Revenues, monthly over the appropriate accrual period.

"*Holder*" means a person in whose name a Bond (or one or more predecessor Bonds) is registered on the registration books provided for in the General Bond Resolution.

"*Indebtedness*" means (a) the Bonds, (b) the Debt Service Components of the Cost of Contracted Services, (c) all other indebtedness of the County relating to the System and payable from Gross Revenues, and (d) all installment sales and capital lease obligations relating to the System and payable from Gross Revenues and incurred or assumed by the County. Obligations to reimburse Credit Banks for amounts drawn under Credit Facilities to pay the Purchase Price of Optional Tender Indebtedness do not constitute Indebtedness, except to the extent such obligations exceed the Debt Service Requirements on the Bonds or any Parity Indebtedness registered or pledged to or for the account of a Credit Bank that has paid the Purchase Price of Optional Tender Indebtedness.

"*Initial Projects*" means (a) facilities and improvements for the expansion to a capacity above 36 mgd of the Lower Potomac Treatment Plant and (b) the County's entitlement under a Service Contract with the District of Columbia with respect to improvements to and expansion to a capacity above 309 mgd of the Blue Plains Regional Wastewater Treatment Plant.

"*Insurer*" means, as to any particular maturity or any particular series of the Bonds, the person undertaking to insure such Bonds, as designated in the Series Resolution providing for the issuance of such Bonds.

"*Interest Payment Date*" means, for the 2026 Bonds, each [January 15 or July 15, commencing July 15, 2026].

"*Interest Period*" means each period from and including an Interest Payment Date to and including the day immediately preceding the next Interest Payment Date.

"*Interest Requirement*" for any Bond Year, as applied to Bonds of a series, means the total of the sums that would be deemed to accrue on such Bonds during such Bond Year if the interest on the Current Interest Bonds of such series were deemed to accrue daily during such year in equal amounts; provided, however, that interest expense will be excluded from the determination of Interest Requirement to the extent that such interest is to be paid from the proceeds of Bonds or from investment (but not reinvestment) of earnings thereon if such proceeds have been invested in Defeasance Obligations and to the extent such earnings may be determined precisely. The County may provide in a Series Resolution that interest expense on Credit Facilities drawn upon to purchase but not to retire Bonds, to the extent such interest exceeds the interest otherwise payable on such Bonds, be included in the determination of Interest Requirement. If interest is not payable at a single numerical rate for the entire term of such Bonds or if an interest liability swap agreement or interest guaranty or protection agreement is entered into pursuant to the General Bond Resolution, then "Interest Requirement" will have the appropriate meaning assigned thereto by the applicable Series Resolution or other supplemental resolution permitted by the General Bond Resolution.

"*Investment Obligations*" means:

(A) Government Obligations;

(B) the obligations of (i) Export-Import Bank, (ii) Government National Mortgage Association, (iii) Federal Housing Administration, (iv) Farmers Home Administration and (v) any other agency or instrumentality of the United States of America now or hereafter created which obligations are backed by the full faith and credit of the United States of America;

(C) the obligations of (i) Federal National Mortgage Association, (ii) Federal Intermediate Credit Banks, (iii) Federal Banks for Cooperatives, (iv) Federal Land Banks, (v) Federal Home Loan Banks, (vi) Federal Financing Bank, (vii) Federal Farm Credit System and (viii) Federal Home Loan Mortgage Corporation;

(D) obligations of state or local government bond issuers, provision for the payment of the principal of and interest on which has been made by deposit with an escrow agent or trustee of Government Obligations the principal of and interest on which when due will be sufficient to pay the principal of and interest on such state or local government obligations when due;

(E) any repurchase agreement that is with (i) a bank or trust company (including any Depositary, Bond Registrar, Paying Agent and their affiliates) that has a combined capital surplus and undivided profits not less than $10,000,000, or (ii) a subsidiary trust company under the Trust Subsidiary Act, Title 6.1, Chapter 2, Article 3.1, Code of Virginia, 1950, as amended, whose parent State bank or bank holding company has undertaken to be responsible for the acts of such subsidiary trust company pursuant to the provisions of Section 6.1-32.7(a) of the Trust Subsidiary Act, or any successor provision of law, and whose combined capital, surplus and undivided profits, together with that of its parent State bank or bank holding company, as the case may be, is not less than

$10,000,000, or (iii) a government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York for Government Obligations, which agreement is fully and continuously secured by Government Obligations or obligations described in (A) above and having on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligations of the bank or trust company; provided, however, that such obligations purchased must be transferred to the Depositary or a third party agent by physical delivery or by an entry made on the records of the issuer of such obligations. Any investment in a repurchase agreement will be considered to mature on the date the bank or trust company or dealer providing the repurchase agreement is obligated to repurchase the Investment Obligations;

(F) investments pursuant to the Government Non-Arbitrage Act, Title 2.2, Chapter 47, Code of Virginia 1950, as amended;

(G) subject to the ratings requirements set forth below, shares in any money market mutual fund (including those of the Trustee or any of its affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated AAAm-G or AAAm by Standard & Poor's Ratings Services or Aaa by Moody's Investors Service, Inc., so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations; and

(H) any and all investments authorized by the Investment of Public Funds Act (Title 2.2, Chapter 45, Code of Virginia 1950, as amended) and successor statutes as the same are from time to time amended.

Any investment in obligations described in (A), (B) and (C) above may be made in the form of an entry made on the records of the issuer of the particular obligation.

"*Net Revenues*" means for any period the amount of Gross Revenues for such period, less the Operating Expenses during such period.

"*1954 Resolution*" means the resolution adopted by the Board on May 26, 1954, as supplemented and amended, authorizing the issuance of Fairfax County Sewer Revenue Bonds, Series A, B, C, D, E, F and G.

"*Non-recurring Revenues*" means the fees collected by the County from all users prior to such users' first connection to the System, which fees represent such users' proportional share of the cost of facilities, including subtrunk sewers, trunk sewers, pumping stations and treatment facilities, beyond the collection system and other non-recurring income such as connection fees, reconnection fees, charges for meter replacements and so on.

"*Officer's Certificate*" means a certificate signed by the Chairman, the County Executive, the Clerk or the Chief Financial Officer or by a member of the Board or by a member of the staff of the County, in either case, designated by such Chairman, County Executive, Clerk, or Chief Financial Officer.

"*Operating Expenses*" means, for any period, the County's reasonable and necessary current expenses paid for the operation, repair and maintenance of the System, without intending to limit or restrict any proper definition of such expenses under any applicable laws or generally accepted accounting principles. For the purpose of this definition, such current expenses shall include, without limiting the generality of the foregoing, all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, administrative expenses, any reasonable payments to pension

or retirement funds properly chargeable to the System, premiums and reserves for insurance, fees or premiums for a Credit Facility, Reserve Subfund Insurance Policy or bond insurance policy (but not including any amounts payable as interest, whether or not characterized as a fee or premium on draws, advances or loans), all administrative and engineering expenses relating to maintenance, repair and operation, fees and expenses of the Depositary, any Paying Agent, remarketing agent, indexing agent, the Bond Registrar and any Trustee, legal expenses, fees of consultants, any taxes that may be lawfully imposed on, or payments in lieu of taxes that may be lawfully paid by, the System or the income therefrom, operating lease payments, the Operating Component of the Cost of Contracted Services, and any other expenses required or permitted to be paid by the County under the provisions of this Resolution or by law payable on a parity with Operating Expenses under this Resolution, but shall not include any reserves for extraordinary maintenance or repair or any allowance for depreciation, or any deposits to the credit of the Debt Service Subfund, the Subordinate Obligations Subfund or the Extension and Improvement Subfund (other than Operating Expenses hereinabove described in this definition).

"*Optional Tender Indebtedness*" means any portion of Indebtedness incurred under the General Bond Resolution a feature of which is an option on the part of the Holders of such Indebtedness to tender to the County or to any Depositary, Paying Agent or other fiduciary for such Holders, or to an agent of any of the foregoing, all or a portion of such Indebtedness for payment or purchase.

"*[O]utstanding*" means all Bonds that have been authenticated and delivered by the Bond Registrar under the General Bond Resolution, except:

(i) Bonds paid or redeemed or delivered to or acquired by the Bond Registrar for cancellation;

(ii) Bonds for which the Bond Registrar or any Depositary or Paying Agent holds sufficient money or Government Obligations the principal of and the interest on which, when due and payable, will provide sufficient money to pay the principal of, and the interest and redemption premium, if any, on such Bonds to their maturity date or dates or dates fixed for Sinking Fund Redemption or to the date or dates fixed for their optional redemption; provided, however, that for Variable Rate Indebtedness, the County may provide in a Series Resolution adopted prior to the issuance of such Variable Rate Indebtedness for a method of calculating the, or for a maximum assumed, rate of interest to be taken into account in determining the sufficiency of such money or Government Obligations; and

(iii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the General Bond Resolution;

provided, however, that in determining whether the Holders of the requisite principal amount of outstanding Bonds have given any request, demand, authorization, direction, notice, consent or waiver under the General Bond Resolution, Bonds owned by the County or any other obligor upon the Bonds will be disregarded and deemed not to be outstanding, except that the term "obligor upon the Bonds" does not include any Insurer or any Credit Bank and except that, in determining whether the Bond Registrar will be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds that the Bond Registrar knows to be so owned will be so disregarded. Bonds so owned that have been pledged in good faith may be regarded as outstanding if the pledgee establishes to the satisfaction of the Bond Registrar the pledgee's right so to act with respect to such Bonds and that the pledgee is not the County or any other obligor upon the Bonds except a Credit Bank or an Insurer.

"*Parity Debt Service Component*" means the Debt Service Components of the Cost of Contracted Services under other Service Contracts where the Chief Financial Officer of the County certifies in an Officer's Certificate at the time the County commits to receive such Contracted Services that the County

has elected to treat such Debt Service Components as payable on a parity as to money in the Debt Service Subfund with the Principal and Interest Requirements of Bonds issued under the General Bond Resolution and that meets the requirements of the General Bond Resolution.

"*Parity Indebtedness*" means (a) Parity Debt Service Components and (b) any other Indebtedness incurred in accordance with the provisions of the General Bond Resolution and payable on a parity with the Principal and Interest Requirements of Bonds issued under the provisions of the General Bond Resolution. Parity Indebtedness does not include Bonds.

"*Paying Agent*" means, for any series of Bonds, the paying agent or tender agent designated as such and performing the duties set forth in the Series Resolution providing for the issuance of such Bonds.

"*Predecessor Bonds*" of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by such particular Bond. For purposes of this definition, any Bond authenticated and delivered in lieu of a mutilated, destroyed, stolen or lost Bond will be deemed to evidence the same debt as the mutilated, destroyed, stolen or lost Bond.

"*[P]rincipal*" means (i) with respect to the principal amount of any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest) except as used in the General Bond Resolution in connection with the authorization and issuance of Bonds and with the order of priority of payments of Bonds after an Event of Default, in which cases "principal" means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest) but when used in connection with determining whether the Holders of the requisite principal amount of Bonds then outstanding have given any request, demand, authorization, direction, notice, consent or waiver, "principal" means the Accreted Amount and (ii) with respect to the principal amount of any Current Interest Bond, the principal amount of such Bond payable at maturity.

"*Principal and Interest Requirements*" for any Bond Year means the sum of the Principal Requirement and the Interest Requirement for such year.

"*Principal Payment Date*" means, for the 2026 Bonds, a July 15 upon which the principal of any 2026 Bond is stated to mature [or upon which the principal of any 2026 Term Bond is subject to sinking fund redemption].

"*Principal Requirement*" means for any Bond Year, as applied to the Bonds of a series, if and to the extent for such series of Bonds, a Principal Payment Date or Dates occurs on July 2 or thereafter during such Bond Year or on or before June 30 of the next succeeding Bond Year (each, an "Applicable Principal Payment Date"), then beginning

(x) on the preceding Principal Payment Date, if any, that occurs one year or less before each Applicable Principal Payment Date, or

(y) one year prior to each Applicable Principal Payment Date if there is no prior Principal Payment Date or if the preceding Principal Payment Date is more than one year prior to the Applicable Principal Payment Date;

the total of the sums that would be deemed to accrue on such Bonds during such Bond Year if

(i) the principal of the Current Interest Bonds of such series were deemed to accrue daily during such Bond Year in equal amounts, to but not including the Applicable Principal Payment Dates, and

(ii) the Accreted Amount of the Capital Appreciation Bonds of such series, as of the Applicable Principal Payment Date, were deemed to accrue daily during such Bond Year in equal amounts to but not including the Applicable Principal Payment Date.

"*Project*" means future additions, enlargements, improvements, extensions, alterations, fixtures, equipment, land, appurtenances and other facilities to or for the System, or the undivided ownership interest of the County therein, or any entitlement to capacity or service, or any obligations of the County under any Service Contract.

"*Purchase Price*" means the purchase price established in any Series Resolution for Optional Tender Indebtedness as the purchase price to be paid for such Indebtedness upon an optional or mandatory tender of all or a portion of such Indebtedness.

"*Redemption Price*" means with respect to Bonds or a portion thereof, the principal amount of such Bonds or portion thereof plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms and the General Bond Resolution.

"*Refunding Bonds*" means refunding Bonds authorized to be issued pursuant to the provisions of the General Bond Resolution described under the heading " – Additional Indebtedness – *Refunding Bonds*" within this Appendix C.

"*Revenue Subfund*" means the Revenue Subfund created and so designated by the General Bond Resolution.

"*Serial Bonds*" means the Bonds that are stated to mature in consecutive annual installments and that are so designated in a Series Resolution.

"*Series Resolution*" means a resolution of the Board, supplemental to the General Bond Resolution, and in conformity with the provisions of the General Bond Resolution, providing for the issuance of a series of Bonds or for the incurrence of Parity Indebtedness and setting forth the provisions and details thereof not inconsistent with the General Bond Resolution including any amendments and supplements thereto permitted thereby.

"*Service Contracts*" means, collectively, an Agreement, dated as of May 15, 1972, among the County, Upper Occoquan Sewage Authority, the Town of Manassas, the Town of Manassas Park, and Prince William County, as supplemented and amended from time to time; an Agreement, dated as of January 22, 1973, between the County and the City of Alexandria, Virginia Sanitation Authority, as supplemented and amended from time to time; and an Agreement, dated as of April 28, 1959, between the County and the District of Columbia, as supplemented and amended from time to time, and any other contracts or agreements for Contracted Services entered into by the County from time to time.

"*Sinking Fund Requirement*" means, with respect to Term Bonds of each maturity, the principal amount fixed or computed for the retirement of such Term Bonds by purchase or redemption, as contemplated by the General Bond Resolution.

"*Subordinate Obligations*" means any Debt Service Component of the Cost of Contracted Services (other than Parity Debt Service Components), the Remaining Component of the Cost of Contracted Services

and any other obligations of the County with respect to the System incurred, issued and secured by or payable from the Subordinate Obligations Subfund under the General Bond Resolution or not otherwise paid or payable from the Revenue Subfund, the Debt Service Subfund, or the Extension and Improvement Subfund.

"*Subordinate Obligations Subfund*" means the Sewer Bond Subordinate Obligations Subfund created and so designated by the General Bond Resolution.

"*System*" means the existing sewage collection, treatment and disposal systems of the County, and all additions, extensions and improvements thereto, including the Initial Projects described in clause (a) of that definition and any other Projects financed under the General Bond Resolution, and any renewals or replacements thereof, notwithstanding that sewage may at any time be treated and/or disposed of by a person other than the County except that the services, products and properties to which the County is entitled under Service Contracts will not be deemed to constitute part of the System.

"*Term Bonds*" means all or some of the Bonds of a series, other than Serial Bonds, stated to be payable by their terms on one or more dates and so designated in a Series Resolution.

"*Trustee*" means the trustee that may be appointed by the Holders in accordance with, and at the time acting as such under, the General Bond Resolution, whether the original or a successor trustee.

"2026 Series Resolution" means the Series Resolution adopted by the Board on March __, 2026, supplementing the General Bond Resolution and providing for the issuance of the 2026 Bonds.

"*Variable Rate Indebtedness*" means any portion of Indebtedness the interest rate on which is not established at the time of incurrence of such Indebtedness at a single numerical rate for the entire term of such Indebtedness.

Additional Indebtedness

Additional Bonds. The General Bond Resolution authorized the issuance of $179,000,000 aggregate principal amount of Bonds, all of which have been issued, without meeting the tests described below.

Prior to delivering any Additional Bonds, the Bond Registrar must receive, among other documents, the following:

(I) except as described below under this heading, an Officer's Certificate of the Chief Financial Officer of the County setting forth:

(i) For any twelve consecutive months in the 24-month period next preceding the date of such Officer's Certificate and adjusted as described under this heading, the amount of Gross Revenues, the amount of Operating Expenses, the amount of Net Revenues, the amount of Gross Revenues described in clause (b) of the definition of Gross Revenues and the amount of Gross Revenues described in clause (c) of the definition of Gross Revenues;

(ii) the amount of the Debt Service Requirements relating to:

(A) all Bonds then outstanding under the General Bond Resolution on the date of the Officer's Certificate (excluding the Additional Bonds then proposed to be delivered), and

(B) outstanding Parity Indebtedness;

(iii) the amount of the Debt Service Requirements relating to:

(A) all Bonds then outstanding under the General Bond Resolution and the Additional Bonds then proposed to be delivered, and

(B) all outstanding Parity Indebtedness and any additional Parity Indebtedness proposed to be created in accordance with the applicable provisions of the General Bond Resolution;

(iv) the debt service requirements of:

(A) the outstanding Subordinate Obligations, and

(B) Subordinate Obligations proposed to be incurred;

(II) except as described below under this heading, a report of the Engineer setting forth his estimates of:

(i) the amount of Gross Revenues, the amount of Operating Expenses, the amount of Net Revenues, the amount of Gross Revenues described in clause (b) of the definition of Gross Revenues and the amount of Gross Revenues described in clause (c) of the definition of Gross Revenues of the County for each of the first three (3) complete Bond Years immediately following the Bond Year in which the Initial Project or Projects or the one or more other Projects is to have been placed in use and is to have been in operation for a six-month period, as estimated in a statement provided by a County Representative pursuant to the terms of the General Bond Resolution, and

(ii) in the event that prior to the date the Initial Project or Projects or additional Project is to have been placed in service and is to have been in operation for 6 months (the "In-Service Date"), all or any portion of the interest on the Additional Bonds or on the additional Parity Indebtedness is not to be paid from the proceeds of such Bonds or Parity Indebtedness, the Net Revenues of the County for each of the complete Bond Years following the date of such report, beginning with the first such Year for which all such interest is not to be paid from such proceeds, to and including the Bond Year in which it is estimated the sixth month following the In-Service Date will have occurred;

provided, *however*, that for purposes of estimating for each Bond Year, described in this subparagraph (II), the component of Net Revenues described under clause (c) of the definition of Gross Revenues, such amounts will be estimated as of the last day of each such Bond Year for which an estimate of Net Revenues is being made.

The amounts referred to in paragraph (I)(i) above may be adjusted as follows: (1) to reflect for each such month any changes made in the rates, fees, rentals or other charges for the operation of or connection to or availability of the System placed in effect prior to the date of the Officer's Certificate provided for in paragraph (I) above, as though such charges had been in effect for the full 24 months in such period; and (2) to reflect any change in such Net Revenues caused by the Initial Project or Projects, any one or more other Projects or any other facilities, including the acquisition of any existing facilities, comprising a part of the System having been placed into use and operation subsequent to the date of commencement of such

preceding 24-month period and prior to the date of such Certificate provided for in paragraph (I) above, as though such Project or facilities had been in use and operation during the entire 24-month period.

In estimating amounts for each of the Bond Years described in paragraph (II)(i) above, the Engineer may take into account (1) changes in the rates, fees, rentals and other charges for the operation of or connection to or availability of the System to be in effect in each of said Bond Years, provided that the Board has approved such changes prior to the date of the Engineer's report, and (2) any change in Net Revenues expected to be caused by the Initial Projects or any other Project or any other facilities, including the acquisition of any existing facilities, comprising part of the System, expected to be placed into use and operation during any such Bond Year.

The Bond Registrar is not to deliver any such Additional Bonds (except Additional Bonds secured by a Credit Facility if all Bonds then outstanding are secured by a Credit Facility), unless the County provides an Officer's Certificate to the effect that:

(1) for the period referred to in the statement mentioned in clause (I)(i) of this Section, (A) the amount of Net Revenues set forth therein less any Excluded Revenues is not less than 125% of the Debt Service Requirements for the preceding Bond Year, as set forth in the certificate mentioned in parts (A) and (B) of clause (I)(ii) and (B) the amount of Net Revenues set forth therein is not less than 100% of the Debt Service Requirements for the preceding Bond Year, as set forth in parts (A) and (B) of clause (I)(ii) plus the amount set forth in part (A) of clause I(iv); and

(2) (x) the amount of Net Revenues for each of the three Bond Years shown in the report mentioned in clause (i) of paragraph (II) of this Section, (A) less any Excluded Revenues for each of the three Bond Years referred to therein is not less than one hundred twenty-five percent (125%) of the Debt Service Requirements for any future Bond Year, as set forth in the certificate mentioned in parts (A) and (B) of clause (I)(iii) and (B) is not less than one hundred percent (100%) of the Debt Service Requirements for any future Bond Year, as set forth in parts (A) and (B) of clause (I)(iii) plus the amounts set forth in parts (A) and (B) of clause (I)(iv), and (y) amounts shown in the report mentioned in clause (ii) of paragraph (II) for each of the Bond Years referred to therein is not less than the amounts to be provided under the provisions of the General Bond Resolution.

Notwithstanding the foregoing provisions, in the case of the following described Indebtedness or Additional Bonds the foregoing requirements and provisions respecting the issuance thereof are to be modified as described below:

(A) *Balloon Indebtedness.* If any of the Outstanding Bonds or Parity Indebtedness or of the Additional Bonds of the series to be issued or Parity Indebtedness to be created constitute Balloon Indebtedness or Balloon Indebtedness and Variable Rate Indebtedness, then for purposes of the amounts to be shown in clauses (ii) and (iii) of paragraph (I) above, the County is to adjust such amounts as if the principal amount of such Bonds or Parity Indebtedness were to be amortized in substantially equal annual installments of principal and interest over a term equal to the lesser of (i) twenty-five (25) years and (ii) the weighted average estimated useful life of the facilities comprising the portion of the Initial Project or the one or more other Projects to be financed from the proceeds of such Bonds or Parity Indebtedness, as determined by the Engineer, the interest rate used for such computation being the rate at which it is assumed that the County could reasonably expect to borrow by issuing such Bonds or creating such Parity Indebtedness with such term and level Debt Service Requirements for each Bond Year, such reasonable expectations being established by an Officer's Certificate and a letter of a banking or investment banking or financial

advisory institution knowledgeable in financial matters relating to the County, confirming the interest rate assumption as reasonable.

(B) *Optional Tender Indebtedness.* If any of the Outstanding Bonds or Parity Indebtedness or of the Additional Bonds of the series to be issued or Parity Indebtedness to be created constitute Optional Tender Indebtedness, then (1) for purposes of the amounts to be shown in clauses (ii) and (iii) of paragraph (I) above, the options of the Holders of such Bonds to tender the same for payment prior to their stated maturity or maturities will be ignored, and (2) if such Bonds or Parity Indebtedness also constitute Variable Rate Indebtedness or Variable Rate Indebtedness and Balloon Indebtedness, the County is to adjust such amounts shown in clauses (ii) and (iii) of paragraph (I) above as provided in paragraph (C) below. No Bonds or Parity Indebtedness is to be issued as or converted to Optional Tender Indebtedness unless (x) such Indebtedness has been rated in one of the three highest rating categories (without reference to gradations of such categories such as "plus" or "minus") by either Moody's Investors Service, Inc. or Standard & Poor's Ratings Services, and (y) any obligation the County may have, other than its obligation on such Indebtedness (which need not be uniform as to all Holders thereof), to reimburse any person for its having extended a Credit Facility or a bond insurance policy, or similar arrangement is to be subordinated to the obligation of the County on the Bonds and be payable in accordance with the provisions of the General Bond Resolution or from funds not constituting Gross Revenues of the County.

(C) *Variable Rate Indebtedness.* If any of the Outstanding Bonds or Parity Indebtedness or of Additional Bonds of the series to be issued or Parity Indebtedness to be created constitute Variable Rate Indebtedness, then for purposes of the amounts shown in clauses (ii) and (iii) of paragraph (I) above, the interest rate used in such computation is to be the least of (1) the average interest rate on such Variable Rate Indebtedness during the prior Bond Year or such shorter period as such Indebtedness may have been outstanding, (2) the fixed interest rate established as provided in the case of paragraph (A) above for Balloon Indebtedness and (3) if and so long as an interest-rate guaranty agreement or an interest-rate protection agreement is in effect with an institution that is rated by Moody's Investors Service, Inc. or Standard & Poor's Ratings Services in a category that is equal to or higher than the category in which the Bonds of such series are rated, the maximum interest rate to be paid by the County on such Variable Rate Indebtedness in accordance with such agreement. The conversion of Bonds or other Indebtedness constituting Variable Rate Indebtedness to bear interest at fixed rate, in accordance with their terms, will not constitute a new issuance of Bonds under the General Bond Resolution.

Refunding Bonds. Series of refunding Bonds of the County ("Refunding Bonds") may be also issued from time to time under and secured by the General Bond Resolution, subject to the conditions hereinafter described, for the purpose of providing funds, with any other available funds, for refunding all or any part of any Indebtedness then outstanding (including, without limitation, Bonds, Parity Indebtedness and Subordinated Obligations that may have been issued or incurred under the provisions of the Act and whether or not under the provisions of the General Bond Resolution), including the payment of any redemption premium thereon and interest that will accrue on such Indebtedness to the redemption date or stated maturity date or dates and any expenses in connection with such refunding.

The County is not to deliver such Bonds unless, among other things, either (a) during the years in which any of the Bonds and Parity Indebtedness not so refunded are outstanding, the maximum Debt Service Requirements on account of all Bonds and Parity Indebtedness outstanding (after the issuance of such Refunding Bonds and after the redemption or provision for payment of the Indebtedness to be refunded) for any Bond Year following the Bond Year in which provision for the payment of the Indebtedness to be refunded is effected will not exceed the maximum Debt Service Requirements on account of all the Bonds and Parity Indebtedness outstanding (including the Indebtedness to be refunded)

immediately prior to the issuance of such Refunding Bonds for any Bond Year following the Bond Year in which provision for payment of the Bonds to be refunded is effected or (b) the County demonstrates satisfaction of the tests set forth above in connection with the issuance of Additional Bonds as applied *mutatis mutandis* to the Refunding Bonds to be issued and the Project financed from the proceeds of the Indebtedness to be paid or redeemed.

In applying the foregoing tests, if any of the Bonds or Parity Indebtedness outstanding immediately prior to or after the issuance of the Refunding Bonds or the Refunding Bonds to be issued constitute Balloon Indebtedness, Optional Tender Indebtedness or Variable Rate Indebtedness, the conventions described under "– *Additional Bonds*" in paragraphs (A), (B) and (C), respectively, on the date of issuance of the outstanding Bonds or Parity Indebtedness are to be applied in determining the Debt Service Requirements of such Bonds or such Parity Indebtedness and in determining the Principal and Interest Requirements of the Refunding Bonds to be issued.

Additional Service Contracts. The County may enter into additional Service Contracts for the benefit of the System provided that such Service Contracts specify the items payable as the Debt Service Component of the Cost of Contracted Services and provided further that, except in the case of Service Contracts that by their terms do not permit payments from Gross Revenues, the County is not to enter into such additional Service Contracts that would create additional Parity Debt Service Components unless the Chief Financial Officer of the County determines in writing that the requirements of subparagraphs (1) and (2) under "– *Additional Bonds*" are met.

The County covenants in the General Bond Resolution that it will faithfully fulfill all lawful requirements of all Service Contracts and that it will require all other parties thereto to fulfill their lawful obligations thereunder.

Anything to the contrary in the General Bond Resolution notwithstanding, the County's covenants applicable to the Initial Projects and to other Projects set forth in the General Bond Resolution will be applicable to the facilities, products and services to which the County is entitled under Service Contracts only to the extent that the County may reasonably and practicably fulfill such covenants as a matter of contract right or that the County can legally enforce the covenants of other parties thereto.

The County is not to enter into any new Service Contract that provides under any circumstances for the acceleration of the amounts payable by the County thereunder otherwise than at the option of the County unless all of the Bonds have first been declared to have become due and payable as provided in the General Bond Resolution and described in the section entitled " – Events of Defaults and Remedies" and unless such Service Contract provides for an automatic rescission if such acceleration has been rescinded.

The Chief Financial Officer of the County is to determine in writing on or before the effective date of any new Service Contract the amounts and due dates of any Debt Service Components of the Cost of Contracted Services and any Parity Debt Service Components payable by the County under such Service Contract and the interest and principal portions of such Components.

Other Parity Indebtedness. The County may incur and refund Parity Indebtedness other than Parity Debt Service Components, provided that the documents providing for such Parity Indebtedness specify the amounts and due dates of the Debt Service Requirements of such Parity Indebtedness and the principal and interest components of such Debt Service Requirements and that the Bond Registrar determines that all the requirements described under "– *Additional Bonds*" or under "– *Refunding Bonds*," as appropriate, have been met the same as if such Parity Indebtedness to be incurred were an additional Series of Bonds.

The County covenants that it will faithfully fulfill all lawful requirements of all contracts or agreements creating such Parity Indebtedness and that it will require all other parties thereto to fulfill their lawful obligations thereunder.

Construction Subfund

The Sewer Bond Construction Subfund (the "Construction Subfund") is established under the General Bond Resolution, to the credit of which certain proceeds of Bonds other than Refunding Bonds are to be deposited. Within the Construction Subfund a separate account for each Project and in respect of Service Contracts may also be established. In addition, accounts may be established for Projects and in respect of Service Contracts for the purpose of depositing and disbursing Revenues transferred from the Extension and Improvement Subfund established under the 1954 Resolution and from the Revenue Subfund, after all deposits described under " – Collection and Disposition of Revenues – *Flow of Funds*" have been made. The provisions described in the first paragraph under " – Completion" below will not apply to such separate accounts, and, unless otherwise directed by the County Executive, amounts deposited to the Construction Subfund from Bond proceeds are to be expended before amounts derived from revenues.

The money in the Construction Subfund is to be held by the County in trust and, subject to the conditions described below, applied to the payment of the cost of the Initial Projects or of one or more other Projects and, pending such application, will be subject to a lien and charge in favor of the Holders and for the further security of such Holders until paid out or transferred.

Such payments are to be made by an appropriate officer of the County upon receipt of a requisition complying with the usual and customary procedures established by the County for payment of costs of capital projects.

Completion. When either of the Initial Projects or any other Projects have been completed, which fact is evidenced to the County Executive by a certificate of the Engineer, setting forth the date of such completion (the "Completion Date") and also stating that requisitions have been made for the payment of all obligations that are payable from the Construction Subfund, delivered to the County Executive, the balance in the Construction Subfund not reserved by the County for the payment of any remaining part of the cost of the Initial Projects completed or of such other Project, will be transferred, as directed by the County Executive, (i) to the appropriate account in the Construction Subfund established for a Project that has not been completed, (ii) to the Extension and Improvement Subfund, or (iii) to the Debt Service Subfund for the payment, purchase or redemption of Bonds in accordance with the provisions of the General Bond Resolution. Such direction of the County Executive is to be accompanied by an opinion of bond counsel to the effect that such proposed application will not adversely affect any exemption from federal income tax of interest on any of the Bonds.

If at any time the available amount credited to the Construction Subfund and allocated to either of the Initial Projects or to an additional Project, together with estimated investment income thereon and other available funds, exceeds 105% of the estimated remaining Cost of such Initial Project or additional Project (which fact is evidenced to the County Executive by a certificate of the Engineer), the amount in excess of 105% of such remaining Cost is to be transferred at the direction of the County Executive to any other account within the Construction Subfund and applied to the payment of the Cost of the other Initial Project or of any other Project.

Collection and Disposition of Revenues

Rate Covenant. The County covenants that it will at all times fix, charge and collect reasonable rates and charges for the use of, and for the services and facilities furnished by, the System and that from

time to time, and as often as it appears necessary, it will adjust such rates and charges so that the Net Revenues, excluding for purposes of paragraph (A) Excluded Revenues, will be sufficient to provide in each Bond Year an amount at least equal to

(A) one hundred twenty-five percent (125%) of the sum of:

(I) the Principal and Interest Requirements in such Bond Year on account of all the Bonds then outstanding under the General Bond Resolution in such Bond Year, and

(II) the Debt Service Requirements relating to Parity Indebtedness in such Bond Year; and

(B) one hundred percent (100%) of the sum of:

(I) the debt service requirements of Subordinate Obligations in such applicable Bond Year,

(II) the Debt Service Requirements relating to Parity Indebtedness in such Bond Year, and

(III) the sum of Principal and Interest Requirements in such Bond Year on account of all the Bonds then outstanding under the General Bond Resolution in such Bond Year.

The County further covenants in the General Bond Resolution that if the money available for the payment of the sum of the amounts set forth in the preceding paragraph does not equal or exceed the amount described above for any Bond Year, it will revise the rates and charges for the services and facilities furnished by the System and, if necessary, it will revise its plan of operation in relation to the collection of bills for such services and facilities, so that such deficiency will be made up before the end of the Bond Year following the Bond Year in which the deficiency occurred. Should any deficiency not be made up in such next ensuing Bond Year, the requirement therefor will be cumulative, and the County is to continue to revise such rates until such deficiency has been completely made up.

Annual Budget. The County covenants in the General Bond Resolution that it will adopt for each Fiscal Year budgets of Gross Revenues and Operating Expenses and capital expenditures, which budgets may be amended from time to time. The County further covenants that the amount expended for Operating Expenses in any Fiscal Year will not exceed the reasonable and necessary amount thereof, and that it will not expend any amount for maintenance, repair and operation of the System in excess of the total amount provided for Operating Expenses in the Annual Budget. Nothing described in this paragraph limits the amount the County may expend for Operating Expenses in any Fiscal Year provided any amounts expended therefor in excess of the total amount provided in the Annual Budget are to be received by the County from some source other than the Gross Revenues of the System, and the County is not to make any reimbursement therefor from such Gross Revenues.

Flow of Funds. All Gross Revenues received by the County are to be deposited in the Revenue Subfund. The money to the credit of the Revenue Subfund is to be held by the County and, pending the withdrawal of money from such Subfund and the payment of Operating Expenses and the application of such money as hereinafter described, such money is to be subject to a lien and charge in favor of the Holders. The money to the credit of the Revenue Subfund following the withdrawal of money from such Subfund and the payment of Operating Expenses and the application of such money as described above may be used by the County for any lawful purposes of the System.

Monthly, on or before the twenty-fifth (25th) day of each month or on such other Deposit Day as may be required by a Service Contract or for Bonds of any one or more series or for Parity Indebtedness pursuant to a Series Resolution, the County is to withdraw from the Revenue Subfund any legally available money then held to the credit of such Subfund and set aside or transfer or pay to the Depositary or otherwise dispose of such money for the following purposes in the following order in amounts sufficient in the aggregate to satisfy the following requirements, subject to credits as provided below:

(i) pay or set aside for payment the Operating Expenses (except expenses for extraordinary repairs or maintenance) due and payable in such month;

(ii) pay to the Depositary for deposit into, or, in the case of Parity Indebtedness, set aside to the credit of a special account in, the Debt Service Subfund (after first taking into account any accrued interest deposited from the proceeds of any Bonds and any transfers from the Construction Subfund by deducting such amounts from the amount of interest otherwise payable), the sum of:

(1) so much of the Interest Requirement as would accrue during such month,

(2) so much of the Principal Requirement as would accrue during such month,

(3) such amount of the Debt Service Requirements for Parity Indebtedness as the Chief Financial Officer determines is necessary to accrue in equal monthly installments to ensure the sufficiency of deposits to make timely payment of the Parity Indebtedness;

(iii) reserved;

(iv) deposit into one or more special accounts in the Subordinate Obligations Subfund, beginning on the Deposit Day of the month next succeeding the month in which the Closing occurs, an amount that together with funds then held to the credit of the Subordinate Obligations Subfund will make the total amount then to the credit of the Subordinate Obligations Subfund equal to the entire aggregate amount of Subordinate Obligations due and payable prior to the Deposit Day of the next succeeding month; and

(v) deposit into the Extension and Improvement Subfund, beginning on the Deposit Day of the month next succeeding the month in which each Closing occurs, an amount that, together with funds then held to the credit of the Extension and Improvement Subfund, will make the total amount then to the credit of the Extension and Improvement Subfund equal to the amount, if any, budgeted for expenditure therefrom by the County in its Annual Budget.

The payments and deposits described above are to be cumulative, and the amount of any deficiency in any month will be added to the amount otherwise required to be paid or deposited in each month thereafter until such time as such deficiency has been made up.

Notwithstanding the foregoing provisions of clauses (ii) and (iv), if there shall be to the credit of any of such Subfunds on a Deposit Day the amount required to be on deposit to the credit of such Subfund on the next Interest Payment Date or the next Principal Payment Date or the next Parity Indebtedness payment date or Subordinate Obligations payment date, no further deposit into such Subfund on account of the requirements of said clause (ii) or (iv) will then be required.

If on the Business Day next preceding an Interest Payment Date or a Principal Payment Date money to the credit of the Debt Service Subfund, or any special account created therein, is not sufficient to pay the principal and interest due and payable on the Bonds on such Interest or Principal Payment Date, the County

is to transfer from the Revenue Subfund, if and to the extent money in the Revenue Subfund is legally available for such purpose, an amount equal to the deficiency in the Debt Service Subfund or special account therein.

Debt Service Subfund. Except as otherwise provided in the General Bond Resolution, money in the Debt Service Subfund is to be used solely for the payment of Parity Indebtedness and the principal of and premium, if any, and the interest on the Bonds. The Depositary on each Interest Payment Date is to withdraw from such money and transfer to the Bond Registrar or Paying Agent which is to remit to each registered owner the amounts required for paying interest on such Bonds, and on each Principal Payment Date the Depositary is to withdraw from such money and transfer to the Bond Registrar or Paying Agent which is to set aside in trust the amounts required for paying the principal of the Bonds on such date. Payment of Parity Indebtedness is to be timely made from money set aside for such purpose, and such amounts are to be paid or are to be deposited in trust with the Bond Registrar or any Paying Agent for such purpose.

Subordinate Obligations Subfund. Money held for the credit of the Subordinate Obligations Subfund is to be paid out by the County as necessary to enable the County to meet its obligations constituting Subordinate Obligations. Money held for the credit of the Subordinate Obligations Subfund may be pledged to the payment of the principal of and the interest on any Subordinate Obligations issued by the County. Subordinate Obligations may be issued by the County for the purpose of paying all or any part of the cost of additional Projects, and the proceeds of the such Subordinate Obligations are to be deposited with the County to the credit of the Construction Subfund.

Extension and Improvement Subfund. Money held for the credit of the Extension and Improvement Subfund may be disbursed by the County (i) for paying, in connection with the System, expenses related to the System payable as Operating Expenses, and not previously paid, the cost of unusual or extraordinary maintenance or repairs, repairs or maintenance not recurring annually, renewals, replacements and repairs resulting from any emergency caused by some extraordinary occurrence, engineering and architectural expenses incurred in connection therewith, premiums on insurance carried under the provisions of the General Bond Resolution, the cost of fixtures, machinery, equipment, furniture, real property and additions to, or improvements, extensions or enlargements of, the System and (ii) for deposit to the credit of the Debt Service Subfund.

If on the first Business Day before any Interest Payment Date, the amount on deposit in the Extension and Improvement Subfund exceeds the amount then required to be on deposit therein, the County is to transfer such excess to the Revenue Subfund.

Money Held in Trust. All money that the Depositary has withdrawn from the Debt Service Subfund or has received from any other source and set aside or transferred to the Bond Registrar or any Paying Agent for the purpose of paying any of the Bonds or Parity Indebtedness, either at the maturity thereof or by purchase or call for redemption, or for the purpose of paying interest on the Bonds or Parity Indebtedness, is to be held in trust for the respective Holders or owners. All money that the County has withdrawn from the Subordinate Obligations Subfund and set aside or transferred to the Bond Registrar or any Paying Agent for the purpose of paying any Subordinate Obligation or the premium, if any, or interest thereon is to be held in trust for the owners of such Subordinate Obligations. Except as otherwise provided in a Series Resolution, any money that is so set aside or transferred and that remains unclaimed by the Holders or by the owners of Subordinate Obligations for a period of three (3) years after the date on which such Bonds or Parity Indebtedness, or Subordinate Obligations have become payable are to be paid to the County, or to such successor as may then be entitled by law to receive the same, and thereafter the Holders or owners, as the case may be, shall look only to the County, or to such successor, as the case may be, for payment and

then only to the extent of the amounts so received, without any interest thereon, and the Depositary, the Bond Registrar and any Paying Agent will have no responsibility with respect to such money.

Interest Liability Swaps. If and to the extent permitted by law, the County may enter into interest liability swaps under which the other party to the interest liability swap contract agrees to make payments to the County during a specified period (the "Swap Period") equal to the interest payable by the County on specified Bonds (the "Swap Bonds"), and the County agrees to make payments to such party ("Deemed Interest Payments") equal to the interest the County would be required to pay on such Swap Bonds during the Swap Period if such Swap Bonds had borne a different interest rate specified in said interest liability swap contract. If and so long as (A) the interest liability swap contract with respect to any Swap Bonds is with a party that is rated by Moody's Investors Service, Inc. or Standard & Poor's Ratings Services in a category that is equal to or higher than the category in which the Swap Bonds are rated or (B) the Swap Bonds are rated in the highest category by either Moody's Investors Service, Inc. or Standard & Poor's Ratings Services and the interest liability swap contract with respect to such Swap Bonds is with a party that is rated in one of the two highest categories (without regard to gradations, such as "plus" or "minus" of such categories) of either Moody's Investors Service, Inc. or Standard & Poor's Ratings Services, then the County's liability to make such Deemed Interest Payments to such other party during such Swap Period will be included in the calculation of Interest Requirements during the Swap Period (and the liability of the County for interest on the Swap Bonds during the Swap Period will be ignored to eliminate any duplication of cash requirements), for purposes of the rate covenant (described in "– *Rate Covenant*" above) and for purposes of determining whether Additional Bonds or Refunding Bonds may be issued under the General Bond Resolution and for purposes of making monthly deposits to the Debt Service Subfund. During such time as the party with which the County enters into the interest liability swap contract is not rated by Moody's Investors Service, Inc. or Standard & Poor's Ratings Services in a category that is equal to or higher than the category in which the Swap Bonds are rated, then the liability of the County for interest on the Swap Bonds will be included in the calculation of Interest Requirements during the Swap Period (and the liability to make such Deemed Interest Payments to such other party will be ignored) for the purposes described in the preceding sentence. The County's liability to make Deemed Interest Payments to such other party to such contract will be on a parity with the Principal and Interest Requirements of the Bonds and will be paid out of the Debt Service Subfund. Any amounts received by the County from such other party will not be deemed to be Gross Revenues, but all such receipts and the right to receive the same are irrevocably pledged under the General Bond Resolution as security for all Bonds and, upon receipt, are to be deposited to the Debt Service Subfund. The County may use such interest liability swap contracts to convert (on an economic, but not a legal basis) a variable-rate liability on Swap Bonds to a fixed-rate liability or a fixed-rate liability to a variable-rate liability. The County may enter into such interest liability swap contracts whether or not the County could, on the date such contract is entered into, issue any Additional Bonds under the provisions described under the heading " – Additional Indebtedness." The County is not to enter into any interest liability swap contract unless it has first obtained the opinion of Bond Counsel to the effect that the County's entering into such a contract is authorized under the General Bond Resolution and is permitted by law.

Investments

Money held for the credit of the Revenue Subfund, the Extension and Improvement Subfund and the Construction Subfund is, as nearly as may be practicable, to be invested and reinvested in Investment Obligations that mature, or that are subject to redemption at the option of the holder thereof, at the times required and not in any event in the case of the Construction Subfund later than the date, estimated by the County on each Closing Date, to be the Completion Date. For purposes of the foregoing sentence, Investment Obligations will include units or shares, including fractional units or shares, in a pool or pools of Investment Obligations owned and managed by the County. Money held for the credit of the Revenue Subfund in excess of the amount required on the next succeeding Deposit Day to make all the deposits

required by the General Bond Resolution may be invested in any investments that are legal investments for public funds under the laws of the Commonwealth, and money held for the credit of the Extension and Improvement Subfund to the extent such money is in excess of the amount, if any, budgeted for expenditure from the Extension and Improvement Subfund by the County in its current Annual Budget may be invested in any investments that are legal investments for public funds under the laws of the Commonwealth. Pending final disposition thereof, any money held for the credit of the Construction Subfund at the Completion Date or thereafter is, as nearly as may be practicable, to be invested and reinvested in Government Obligations that mature, or that are subject to redemption at the option of the holder thereof, not later than one year after the date of such investment.

Money held for the credit of the Debt Service Subfund is, as nearly as may be practicable, to be invested and reinvested in obligations described in clauses (A), (B), (C), (E) and (G) of the definition of Investment Obligations that mature, or that will be subject to redemption at the option of the holder thereof, not later than the respective dates when the money held for the credit of said Subfund will be required for the purposes intended.

Subject to any more restrictive covenants of the County in instruments other than the General Bond Resolution, money held for the credit of the Subordinate Obligations Subfund is to be invested and reinvested in any investments that at the time of such investment are lawful investments for the County under the laws of the Commonwealth.

For the purpose of determining the amount on deposit to the credit of any such Subfund or account, if the obligations to the credit thereof have an average weighted maturity of, or are subject to redemption at the option of the holder thereof in, five years or less, all such obligations are to be valued at the amortized cost thereof, and if the obligations to the credit thereof have an average weighted maturity of, or subject to redemption at the option of the holder thereof in, more than five years, all such obligations are to be valued at the market value or the amortized cost thereof, whichever is lower.

The County and each Depositary are to value the Investment Obligations in the Subfunds and accounts held by them at least once in every Fiscal Year.

Covenants of the County

Insurance. The County covenants in the General Bond Resolution that it will maintain a practical insurance program, with reasonable terms, conditions provisions and costs, which the County determines (i) will afford adequate protection against loss caused by damage to or destruction of the System or any part thereof and (ii) will include reasonable liability insurance on all of the System for bodily injury and property damage resulting from the construction or operation of the System. All such insurance policies are to be carried in a responsible insurance company or companies authorized and qualified to assume the risks thereof; provided that the County may self-insure against such risks, in accordance with and as permitted by law.

Records and Audits. The County covenants that it will keep the Subfunds of the Integrated Sewer System Fund separate from all other funds and accounts, if any, of the County, and that it will keep accurate records and accounts of all items of cost and of all expenditures relating to the System and of the Gross Revenues collected and the application of such Gross Revenues. Such records and accounts are to be open at all reasonable times to the inspection of the Holders of the Bonds.

The County further covenants that within one hundred fifty (150) days after the close of each Fiscal Year it will cause an audit to be made of its books and accounts relating to the System for the preceding Fiscal Year by an Accountant. The opinion of the Accountant accompanying such audit is to state that the

examinations were made in accordance with generally accepted auditing standards and that the financial statements have been presented in conformity with generally accepted accounting principles. In the event that for any reason beyond the control of the County, it is unable to obtain the foregoing opinion as to compliance with generally accepted auditing standards, or in the event that the County is unable to obtain such opinion as to conformity with generally accepted accounting principles, and is taking all reasonable and feasible actions to obtain such opinion as to subsequent Fiscal Years, the County will be deemed to be in compliance with such provisions of the General Bond Resolution if, in lieu of the opinion described above, such opinion states the reasons for such noncompliance or nonconformity.

Payment of Principal, Interest and Premium. The County is to cause to be paid, when due, the principal of (whether at maturity, by call for redemption or otherwise) and the premium, if any, and the interest on the Bonds at the places, on the dates and in the manner provided in the General Bond Resolution and in the Bonds according to the true intent and meaning thereof.

The Gross Revenues of the County, subject to the prior provision for the payment of Operating Expenses, are pledged to the payment of the principal of and redemption premium, if any, and interest on the Bonds, as provided in the General Bond Resolution. The Bonds are payable solely from Net Revenues derived by the County from the ownership and operation of the System as provided in the General Bond Resolution. The Bonds issued under the General Bond Resolution shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth or of any political subdivision thereof, including the County. Neither the faith and credit of the Commonwealth nor the faith and credit of the County are pledged to the payment of the principal of or premium, if any, or interest on the Bonds, and the issuance of the Bonds shall not directly or indirectly or contingently obligate the Commonwealth or the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under the General Bond Resolution.

Covenant of the County to Perform. The County covenants in the General Bond Resolution to faithfully perform at all times all of its covenants, undertakings and agreements contained in the General Bond Resolution and in any Bond executed, authenticated and delivered thereunder.

Covenants With Credit Banks, Insurers, etc. The County may make such covenants as it may in its sole discretion determine to be appropriate with any Insurer, Credit Bank or other financial institution that agrees to insure or to provide for Bonds of any one or more series credit or liquidity support that enhances the security or the value of such Bonds and thereby reduces the Principal and Interest Requirements on such Bonds.

Covenant Relating to Construction of Projects. The County is to require 100% performance and payment bonds, or their legal equivalent, in connection with contracts for the construction of any Projects and will cause each contractor to carry such worker's compensation or employers' liability insurance as may be required by law and such public liability and property damage insurance, including provisions to indemnify and save the County harmless, and such builders' risk insurance, if any, as the County may deem appropriate.

Use and Operation of System. The County covenants that it will establish and enforce reasonable rules and regulations governing the use of the System and the operation thereof, that all conditions of employment and all compensation, salaries, fees and wages paid by it in connection with the maintenance, repair and operation of the System will be reasonable, that no more persons will be employed by it than are necessary, that all persons employed by it will be qualified for their respective positions, that it will maintain and operate the System in an efficient and economical manner, that, from Gross Revenues and from any other available money, it will at all times maintain the same in good repair and in sound operating condition and will make all necessary repairs, renewals and replacements, and that it will comply, subject to the right

to contest, with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to the System.

Payment of Lawful Charges. The County covenants that, except as provided in the General Bond Resolution, it will not create or suffer to be created any lien or charge upon the System or upon the Gross Revenues, and that, from such Gross Revenues or other available funds, it will pay all taxes and assessments, or payments in lieu thereof, or other municipal or governmental charges lawfully levied or assessed upon the County or the System or the Gross Revenues, and that it will pay or cause to be discharged, or will make adequate provision to satisfy and discharge, within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System or the Gross Revenues; provided, however, that nothing in the General Bond Resolution contained will require the County to pay or cause to be discharged, or make provision for, any such tax assessment, lien or charge so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Budgets and Covenants as to Operating Expenses. The County covenants that it will prepare with respect to the System a preliminary budget of Gross Revenues and Operating Expenses and a preliminary budget of capital expenditures for the ensuing Fiscal Year and file copies of each such preliminary budget with the Bond Registrar.

Each such budget of Gross Revenues and Operating Expenses is to be a pro forma statement of Gross Revenues and Operating Expenses and prepared in such a manner that it will be possible to determine from such budget the Operating Expenses and the amounts to be deposited to the credit of the various Subfunds created by the General Bond Resolution. In preparing such budget, the County covenants that it will give due consideration to the provisions of the rate covenant described under " – Collection and Disposition of Revenues – *Rate Covenant*" above.

Contracts, Leases and Other Agreements. Subject to the provisions of the General Bond Resolution described under " – Additional Indebtedness – *Additional Service Contracts*" and "– *Other Parity Indebtedness*" above, the County may lease, as lessor, all or any part of the System, or contract or make an agreement for Contracted Services on or in connection with the System or any part thereof, for any lawful purpose; provided that:

(a) each such lease, contract or agreement, or any amendment or rescission thereof, is not inconsistent with the provisions of the General Bond Resolution,

(b) the County remains fully obligated and responsible under the General Bond Resolution to the same extent as if such lease, contract or agreement, or any amendment or rescission thereof, had not been executed, and

(c) if the amount payable by or to the County in the then current or any subsequent Fiscal Year under any such lease, contract or agreement, or any amendment or rescission thereof, exceeds five percent (5%) of the Gross Revenues of the County for the preceding Fiscal Year, then, the County must expressly determine by resolution and obtain a statement from the Engineer affirming such determination, that such lease, contract or agreement, or amendment or rescission thereof, does not materially impair the ability of the county to meet its rate covenant as set forth in the General Bond Resolution.

Covenant Against Sale or Encumbrance and Exceptions Thereto. The County covenants that, except described in the preceding paragraph or as described under this subcaption, it will not sell, exchange or otherwise dispose of or encumber the System or any part thereof.

The County may from time to time sell, exchange or otherwise dispose of any equipment, motor vehicles, machinery, fixtures, apparatus, tools, instruments or other movable property if it determines that such articles are no longer needed or are no longer useful in connection with the System, and the proceeds thereof are to be applied to the replacement of the properties so sold, exchanged or disposed of or are to be transferred first to the Revenue Subfund to the extent of any deficiency in the balance required to pay Operating Expenses then due and payable, then to the Extension and Improvement Subfund to the extent of any deficiency therein, and then to the Debt Service Subfund for the purchase or redemption of Bonds in accordance with the provisions of the General Bond Resolution.

The County may from time to time sell, exchange or otherwise dispose of (but not lease, contract or agree for the use thereof except as permitted under the General Bond Resolution) any other property of the System upon proper determination of the Board by resolution as provided the General Bond Resolution.

Tax Covenant. The County in the 2026 Series Resolution covenants that it will comply with the provisions of the Internal Revenue Code of 1986, as amended, to the extent necessary so that interest on the 2026 Bonds will remain excludable from gross income from existing federal income tax to the same extent as it is excludable on the date of the issuance of such 2026 Bonds.

Events of Default and Remedies

Each of the following events is defined as an Event of Default under the General Bond Resolution:

(a) payment of any installment of interest on any Bonds or any Parity Indebtedness is not made when the same becomes due and payable; or

(b) payment of the principal or of the redemption premium, if any, of any Bonds or any Parity Indebtedness is not made when the same becomes due and payable, whether at maturity or by proceedings for redemption or pursuant to a Sinking Fund Requirement or otherwise; or

(c) default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the General Bond Resolution or any resolution supplemental thereto and such default continues for ninety (90) days after receipt by the County of a written notice from the Holders of a majority in aggregate principal amount of Bonds then outstanding specifying such default and requiring the same to be remedied; provided, however, that no Event of Default described under the provisions of this paragraph (c) will occur so long as the County is in good faith acting to remedy the default and such default is curable by such remedial action; or

(d) the County: (i) becomes insolvent or the subject of insolvency proceedings; or (ii) is unable, or admits in writing its inability, to pay its debts as they mature; or (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or (iv) files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or (v) applies to a court for the appointment of a receiver for any of its assets; or (vi) has a receiver or liquidator appointed for any of its assets (with or without the consent of the County) and such receiver is not discharged within 90 consecutive days after his appointment; or (vii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code; or (viii) files an answer to a creditor's petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fails to have such petition dismissed within 60 consecutive days after the same is filed against the County.

The provisions described in clause (c) above are subject to the following limitations: if by reason of *force majeure*, the County is unable in whole or in part to carry out any of its agreements contained in the General Bond Resolution, the failure of the County to carry out any such agreements, other than the obligations on the part of the County with respect to insurance and the rate covenant, will not be deemed an Event of Default during the continuance of such inability, including a reasonable time for the removal of the effect thereof.

The term "*force majeure*" means any cause, circumstance or event that is not reasonably foreseeable and that is not within the control of the County, including, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the Commonwealth or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; war; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; droughts; floods; washouts; arrests; restraint of government and people; explosions, breakage, malfunction of or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; or shortages of or inability to obtain labor, materials, supplies or transportation.

The County agrees, however, to use its best efforts to remedy with all reasonable dispatch any *force majeure* preventing it from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances will be entirely within the discretion of the County, and the County shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the County unfavorable to the County.

Upon the occurrence of an Event of Default known to the Bond Registrar, the Bond Registrar is to give prompt written notice to the County specifying the nature of the Event of Default. The County is to give the Bond Registrar and any Trustee notice of all events of which it is aware that either constitute Events of Default under the General Bond Resolution or, upon notice by or to the County or the passage of time, would constitute Events of Default under the General Bond Resolution.

Acceleration. Upon the happening and continuance of any Event of Default described in clause (a) or (b) above, then and in every such case a Trustee appointed by the Holders of a majority in aggregate principal amount of Bonds then outstanding may (and upon the written request of the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding must), or if no Trustee has been appointed, the Holders of not less than a majority in aggregate principal amount of Bonds then outstanding may, by a notice in writing to the Board, declare the principal of all of the Bonds then outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same will become and be immediately due and payable, anything contained in the Bonds or the General Bond Resolution to the contrary notwithstanding; provided, however, that if at any time after the principal of the Bonds has been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the General Bond Resolution, money has accumulated in the Debt Service Subfund sufficient to pay the principal of all matured Bonds and all arrears of interest, if any, upon all the Bonds then outstanding (except the principal of any Bonds not then due and payable by their terms and the interest accrued on such Bonds since the last Interest Payment Date) and sufficient to satisfy the Sinking Fund Requirements of the then current Bond Year, and the charges, compensation, expenses, disbursements, advances and liabilities of the Bond Registrar and any Trustee and all other amounts then payable by the County under the General Bond Resolution have been paid or a sum sufficient to pay the same has been deposited with the Trustee or with a Depositary appointed by the Holders of a majority in aggregate principal amount of Bonds then outstanding, and every other default known to the Bond Registrar and any Trustee in the observance or performance of any covenant, condition, agreement or provision

contained in the Bonds or the General Bond Resolution (other than a default in the payment of the principal of such Bonds then due and payable only because of such declaration) has been remedied to the satisfaction of the Trustee or if no Trustee has been appointed, the Holders of a majority in aggregate principal amount of Bonds then outstanding, then and in every such case the Trustee or if no Trustee has been appointed, the Holders of a majority in aggregate principal amount of Bonds then outstanding shall, by written notice to the Board, rescind and annul such declaration and its consequences, but no such rescission or annulment will extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Enforcement of Remedies. Upon the occurrence and continuing of any Event of Default, then and in every such case the Trustee or if no Trustee has been appointed, the Holders of a majority in aggregate principal amount of Bonds then outstanding may proceed and upon the written request of the Holders of not less than a majority in aggregate principal amount of Bonds then outstanding is to proceed to protect and enforce its rights and the rights of the Holders under the laws of the Commonwealth or under the General Bond Resolution by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained therein or in aid or execution of any power therein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee or if no Trustee has been appointed, the Holders of a majority in aggregate principal amount of Bonds then outstanding, being advised by counsel chosen by the Trustee or by such Holders, deems most effectual to protect and enforce such rights.

In the enforcement of any remedy under the General Bond Resolution, the Trustee or if no Trustee has been appointed, the Holders of a majority in aggregate principal amount of Bonds will be entitled to sue for, enforce payment of and receive any and all amounts then or during any Event of Default becoming and remaining due from the County for principal, interest or otherwise under any of the provisions of the General Bond Resolution or of the Bonds, together with interest on overdue payments of principal at the rate or rates of interest payable on any Bonds outstanding and all costs and expenses of collection and of all proceedings under the General Bond Resolution, without prejudice to any other right or remedy of the Trustee or of the Holders and to recover and enforce any judgment or decree against the County, but solely as provided in the General Bond Resolution, for any portion of such amounts remaining unpaid and interest, costs and expenses as above provided, and to collect (but solely from money available for such purposes), in any manner provided by law, the money adjudged or decreed to be payable.

Pro Rata Application of Funds. Anything in the General Bond Resolution to the contrary notwithstanding, if at any time the money in the Debt Service Subfund is not sufficient to pay the interest on or the principal of the Bonds as the same becomes due and payable, such money, together with any money then available or thereafter becoming available for such purpose, whether through the exercise of the remedies described in this section " – Events of Default and Remedies" or otherwise, will be applied as provided below.

(a) If the principal of all the Bonds has not become or has not been declared due and payable, all such money is to be applied first: to the payment to the persons entitled thereto of all installments of interest on the Bonds then due and payable in the order in which such installments became due and payable and, if the amount available is not sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds; second: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds that have become due and payable (other than Bonds called for redemption for the payment of which money is held pursuant to the provisions of the General Bond Resolution), in the order of their due dates, with interest on the principal amount of such Bonds at the respective dates upon which such Bonds became due and payable, and, if the amount available is not sufficient to pay in full the principal of the Bonds due and payable on any

particular date, together with such interest, then to the payment first of such interest ratably, according to the amount of interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds; and third: to the payment of the interest on and the principal of the Bonds, to the purchase or retirement of Bonds and to the redemption of Bonds, all in accordance with the provisions of the General Bond Resolution.

(b) If the principal of all the Bonds has become or has been declared due and payable, all such money is to be applied first: to the payment to the persons entitled thereto of all installments of interest on the Bonds due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available is not sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds, and then to the payment of any interest due and payable after maturity on the Bonds, ratably, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds and second: to the payment of the principal of the Bonds, ratably, to the persons entitled thereto, without preference or priority of any Bond over any other Bond.

(c) If the principal of all the Bonds has been declared due and payable and if such declaration thereafter is rescinded and annulled under the provisions of the General Bond Resolution then, subject to the provisions described in paragraph (b) above in the event that the principal of all the Bonds later becomes due and payable or is declared due and payable, the money remaining in and thereafter accruing to the Debt Service Subfund is to be applied in accordance with the provisions described in paragraph (a) above.

Whenever money is to be applied by the Trustee or by the County as described above, such money is to be applied by the Trustee or by the County at such times, and from time to time, as the Trustee or the Chief Financial Officer of the County in its sole discretion determines, having due regard to the amount of such money available for such application and the likelihood of additional money becoming available for such application in the future, the deposit of such money with any paying agents, or otherwise setting aside such money, in trust for the proper purpose will constitute proper application by the Trustee or by the County; and the Trustee or the County will incur no liability whatsoever to the County, to any Holder of Bonds or to any other person for any delay in applying any such money, so long as the Trustee or the County acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of the General Bond Resolution as may be applicable at the time of application by the Trustee or by the County.

For the purposes of the provisions of the General Bond Resolution summarized under this sub-caption, the principal portion of Parity Debt Service Components is to be paid pro rata with the principal of the Bonds, and the interest portion of such components is to be payable pro rata with the interest on the Bonds.

Supplemental Resolutions

Supplemental Resolutions Without Consent of Holders. The County, from time to time and at any time, may enter into such supplemental resolutions as are consistent with the terms and provisions of the General Bond Resolution:

(a) to cure any ambiguity or formal defect or omission, or to correct or supplement any provision of the General Bond Resolution that may be inconsistent with any other provision of the General Bond Resolution, or

(b) to grant to or confer upon the Holders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders or to appoint a Trustee for the benefit of the Holders, or

(c) to add to the conditions, limitations and restrictions thereafter to be observed by the County under the provisions of the General Bond Resolution, or

(d) to add to the covenants and agreements of the County in the General Bond Resolution other covenants and agreements thereafter to be observed by the County or to surrender any right or power therein reserved to or conferred upon the County, or

(e) in the case of Series Resolutions, to provide for the issuance of Additional and Refunding Bonds and to provide for such other related matters as may be required or contemplated by or appropriate under the General Bond Resolution, or

(f) to make any change necessary to comply with the requirements of Moody's Investors Service, Inc. or Standard & Poor's Ratings Services or Fitch, Inc., or

(g) to make any other change that, in the opinion of the County, would not materially adversely affect the security for the Bonds.

Modification of Resolutions With Consent of Holders. The Holders of not less than a majority in aggregate principal amount of Bonds then outstanding that will be affected by a proposed supplemental resolution will have the right, from time to time, anything contained in the General Bond Resolution to the contrary notwithstanding, to consent to and approve the adoption by the County of such resolution or resolutions supplemental thereto as is deemed necessary or desirable by the County for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the General Bond Resolution; provided, however, that nothing contained in the General Bond Resolution will permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Bonds issued under the General Bond Resolution, or (b) a reduction in the principal amount of any Bonds or the redemption premium or the rate of interest thereon, or (c) the creation of a pledge or lien on the money credited to the Debt Service Subfund, Extension and Improvement Subfund or Construction Subfund other than the pledge and lien created by the General Bond Resolution, or (d) a preference or priority of any Bonds over any other Bonds, or (e) a reduction in the aggregate principal amount of Bonds required for consent to such supplemental resolution. Nothing described in this paragraph, however, is to be construed as making necessary the approval by the Holders of the adoption and acceptance of any supplemental resolution described under the preceding caption "– *Supplemental Resolutions Without Consent of Holders*."

Defeasance

When (a) the Bonds secured under the General Bond Resolution have become due and payable in accordance with their terms or otherwise as provided in the General Bond Resolution, and (b) the whole amount of the principal and the interest and premium, if any, so due and payable upon all Bonds is paid or if the Bond Registrar or any Depositary or Paying Agent holds sufficient money or Defeasance Obligations the principal of and the interest on which, when due and payable, will provide sufficient moneys to pay the principal of, and the interest and redemption premium, if any, on all Bonds then outstanding to the maturity

date or dates of such Bonds or dates fixed for Sinking Fund Redemption or to the date or dates specified for the optional redemption thereof, and (c) if Bonds are to be called for redemption, irrevocable instructions to call the Bonds for redemption have been given by the County, and (d) sufficient funds also have been provided or provision made for paying all other obligations payable under the General Bond Resolution by the County, then and in that case the right, title and interest of the Holders in the Subfunds mentioned in the General Bond Resolution will thereupon cease, determine and become void and, on demand of the County and upon being furnished with an opinion, in form and substance satisfactory to the Bond Registrar, of counsel approved by the Bond Registrar, to the effect that all conditions precedent to the release of the General Bond Resolution have been satisfied, the Bond Registrar is to release the General Bond Resolution and execute such documents to evidence such release as may be reasonably required by the County and turn over to the County any surplus in any and all balances remaining in all Subfunds, other than money held for the redemption or payment of Bonds. Otherwise, the General Bond Resolution shall be, continue and remain in full force and effect; provided, that, in the event Defeasance Obligations are deposited with and held by the Bond Registrar or any Depositary or Paying Agent as hereinabove provided, (i) in addition to the requirements concerning the redemption of Bonds set forth in the General Bond Resolution, the County, within thirty (30) days after such money or Defeasance Obligations have been deposited with it, is to cause a notice signed by the Bond Registrar to be mailed to all Holders setting forth (a) the date or dates, if any, designated for the redemption of the Bonds, (b) the deposit of such money or Defeasance Obligations so held by it, and (c) that the General Bond Resolution has been released in accordance with the provisions described in this paragraph, and (ii) the Bond Registrar is to retain such rights, powers and privileges under the General Bond Resolution as may be necessary and convenient for the registration, registration of transfer and exchange of Bonds.

All money and Defeasance Obligations held by the Paying Agent (or the Bond Registrar) as described in the preceding paragraph are to be held in trust and applied to the payment, when due, of the obligations payable therewith.

The provisions of the General Bond Resolution described under this caption may be modified by the applicable Series Resolution with respect to Bonds of any series that constitute Variable Rate Indebtedness or Optional Tender Indebtedness, with respect to any Parity Indebtedness and with respect to Subordinate Obligations.

Miscellaneous Provisions

Effect of Dissolution of County. In the event the County for any reason is merged or annexed or its legal existence is otherwise terminated, all of the covenants, stipulations, obligations and agreements contained in the General Bond Resolution by or on behalf of or for the benefit of the County will bind or inure to the benefit of the successor or successors of the County from time to time.

Successorship of Depositary; Paying Agent and Bond Registrar. Any bank or trust company with or into which any Depositary, Paying Agent or the Bond Registrar may be merged or consolidated, or to which the assets and business of such Depositary, Paying Agent or the Bond Registrar may be sold, will be deemed the successor of such Depositary, Paying Agent and Bond Registrar for the purposes of the General Bond Resolution. The Bond Registrar is to give notice of each appointment of such successor by mailing written notice of such event by first class mail, postage prepaid, to all registered owners of the Bonds at their addresses as they appear on the registration books.

Parties, Bond Registrar and Holders Alone Have Rights Under the General Bond Resolution. Except as otherwise expressly provided, nothing in the General Bond Resolution, express or implied, is intended or is to be construed to confer upon any person, firm or corporation, other than the Bond Registrar, the County and the Holders, any right, remedy or claim, legal or equitable, under or by reason of the General

Bond Resolution or any provision thereof, the General Bond Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Bond Registrar, the County and the Holders.

Effect of Partial Invalidity. In case any one or more of the provisions of the General Bond Resolution or of the Bonds for any reason is held to be illegal or invalid, such illegality or invalidity is not to affect any other provisions of the General Bond Resolution or the Bonds, but the General Bond Resolution and the Bonds are to be construed and enforced as if such illegal or invalid provisions had not been contained therein.

Taxable Bonds. The County may, if it so elects, issue one or more series of Bonds the interest on which is (or may be) payable to the Holder as a whole or in part, subject directly or indirectly to federal income taxes so long as each Bond of such series states in the body thereof that interest payable thereon is (or may be) subject to federal income taxation and provided that the issuance thereof will not cause the interest on any other Bonds theretofore issued under the General Bond Resolution to be or to become subject to federal income taxation.

No Recourse Against Officers, Etc. No recourse under, or upon, any statement, obligation, covenant, or agreement contained in the General Bond Resolution or in any Bond, or in any Series Resolution, or in any document or certification whatsoever, or under any judgment obtained against the County or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee or agent of the Board or any officer, agent or employee of the County, as such, of the County either directly or through the Board or otherwise, for the payment for, or to, the County or any receiver of either of them, or for, or to, any Holder or otherwise, of any sum that may be due and unpaid upon any such Bond.

Payments Due on Sundays and Holidays. Except as otherwise provided in a Series Resolution, in any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds is a Sunday or a legal holiday or not a Business Day, then payment of interest or principal and premium, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the interest payment date and no interest on such payment will accrue for the period after such date.

Attachment 5

APPENDIX D

FORM OF BOND COUNSEL OPINION

May __, 2026

Board of Supervisors
of Fairfax County, Virginia
Fairfax, Virginia

As bond counsel to Fairfax County, Virginia (the "County"), we have examined Article 3, Chapter 21, Title 15.2 of the Code of Virginia, 1950, as amended, and the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia, 1950, as amended, and other applicable law (collectively, the "Act"), and certified copies of the proceedings of the Board of Supervisors (the "Board") of the County showing the adoption of the General Bond Resolution on July 29, 1985 (said resolution, as supplemented, amended and restated, herein called the "General Bond Resolution"), and a Series Resolution adopted on March __, 2026 (the "Series Resolution"), pursuant to which the County has authorized, and other proofs submitted relative to, the issuance and sale of

$_____
FAIRFAX COUNTY, VIRGINIA
SEWER REVENUE [REFUNDING] BONDS
SERIES 2026[A][B]
(the "2026 Bonds")

The 2026 Bonds are dated the date of their delivery, maturing in annual installments on [July 15 in each of the years [2027 to 2046], inclusive, and on [July 15, 20__ and July 15, 20__], bearing interest, payable on the 15th days of [January and July in each year, commencing January 15, 202_], and subject to redemption prior to their respective maturities in the manner and upon the terms and conditions in the related Series Resolution.

The proceeds of the 2026 Bonds are to be used to provide funds, with other available funds, to (i) pay the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems (the "System"), paying capital improvement costs allocable to the County at certain wastewater treatment facilities that provide service to the County and, if necessary, purchasing additional capacity at certain wastewater treatment facilities for the benefit of the County, and (ii) pay the costs of issuing the 2026 Bonds.

Under the General Bond Resolution, the County may issue additional series of bonds and otherwise incur indebtedness on a parity with the 2026 Bonds, as to their lien on the Net Revenues of the System, only on the terms and conditions set forth in the General Bond Resolution. The 2026 Bonds, the bonds outstanding under the General Bond Resolution and any such additional series of parity bonds are hereinafter referred to collectively as "Bonds."

Pursuant to the General Bond Resolution, the County has pledged to the payment of the principal of and redemption premium, if any, and interest on the Bonds issued under the General Bond Resolution, including the 2026 Bonds, all of the Gross Revenues (as defined in the General Bond Resolution) of the System, subject to the prior payment of Operating Expenses (as defined in the General Bond Resolution) of the System (such Gross Revenues, less such Operating Expenses, being herein referred to as "Net Revenues").

Based on such examination, we are of the opinion that the General Bond Resolution and the Series Resolution have been duly adopted by the Board and are legal, valid and binding agreements of the County and that the 2026 Bonds have been duly authorized and issued by the County and constitute legal, valid and binding limited obligations of the County. The 2026 Bonds do not constitute a pledge of the faith and credit of the Commonwealth of Virginia or the faith and credit of the County, and neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of the County are pledged to the payment of the principal of or the interest or premium, if any, on the 2026 Bonds. In addition, the outstanding Bonds, including the 2026 Bonds, will be secured by the General Bond Resolution and will be payable from the Net Revenues of the System, which have been pledged to the payment of the Bonds and other parity indebtedness to the extent and in the manner provided in the General Bond Resolution.

We are further of the opinion that, assuming continuing compliance by the County with its covenants to comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and, except as provided in the following sentence, interest on the 2026 Bonds is not includable in the gross income of the owners thereof for federal income tax purposes under current law. Interest on the 2026 Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the 2026 Bonds in the event of a failure by the County to comply with applicable requirements of the Code, and its covenants regarding the use, expenditure, and investment of the proceeds of the 2026 Bonds and the timely payment of certain investment earnings to the United States Treasury. We render no opinion as to the effect on the exclusion from gross income of the interest on the 2026 Bonds for federal income tax purposes of any action taken or not taken without our approval or upon the advice or approval of counsel other than us. Interest on the 2026 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax on individuals.

The Code contains other provisions that could result in tax consequences, as to which we render no opinion, as a result of ownership of the 2026 Bonds or the inclusion in certain computations (including without limitation those related to the corporate alternative minimum tax) of interest that is excluded from gross income.

Respectfully submitted,

Attachment 5

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") is executed and delivered by Fairfax County, Virginia (the "County"), in connection with the issuance by the County of $_____ aggregate principal amount of its Sewer Revenue [Refunding] Bonds, Series 2026[A][B] (the "2026 Bonds"), pursuant to the provisions of the General Bond Resolution adopted by the Board of Supervisors of Fairfax County (the "Board of Supervisors") on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, further amended and restated on May 18, 2009, effective July 1, 2009, and further amended on May 21, 2024 (the "General Bond Resolution"), as supplemented by the Series Resolution adopted by the Board of Supervisors on March __, 2026, providing for the issuance of the 2026 Bonds (the "Series Resolution"). The 2026 Bonds are being issued to provide funds for (i) paying the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems, paying capital improvement costs allocable to the County at certain wastewater treatment facilities that provide service to the County and, if necessary, purchasing additional capacity at certain wastewater treatment facilities for the benefit of the County, and (ii) paying the costs of issuing the 2026 Bonds. The County hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County for the benefit of the holders of the 2026 Bonds and to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). The County acknowledges that it is undertaking primary responsibility for any reports, notices or disclosures that may be required under this Disclosure Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the General Bond Resolution and the Series Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Dissemination Agent" shall mean the County, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"Filing Date" shall have the meaning given to such term in Section 3(A) hereof.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the twelve-month period at the end of which financial position and results of operations are determined. Currently, the County's Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

"Holder" or "holder" shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a 2026 Bond.

"Listed Events" shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults; if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax status of the 2026 Bonds;

(7) modifications to rights of holders, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the 2026 Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the County;

(13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional paying agent or the change of name of a paying agent, if material;

(15) incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participating Underwriter" shall mean any of the original underwriters of the County's 2026 Bonds required to comply with the Rule in connection with the offering of such 2026 Bonds.

"Repository" shall mean the Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board. EMMA is recognized as a National Repository for purposes of the Rule.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section 2 to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

SECTION 3. Provision of Annual Reports.

A. The Dissemination Agent shall provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the "Filing Date") that is not later than March 31 after the end of the immediately preceding Fiscal Year (commencing with its Fiscal Year ending June 30, 2026). At least ten (10) days before the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if applicable). The Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement and (iii) shall include the County's audited financial statements for the County's Integrated Sewer System (the "System") or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements for the System must be submitted, when publicly available, and may be submitted together with or separately from the Annual Report.

B. The annual financial statements for the System shall be prepared on the basis of generally accepted accounting principles and will be audited. Copies of the audited financial statements, which may be filed separately from the Annual Report, will be filed with the Repository when they become publicly available if such audited financial reports are not available at the time of the filing of the Annual Report.

C. If the County fails to provide an Annual Report to the Repository by the date required in subsection (A) above or fails to file its audited annual financial statements for the System with the Repository when they become publicly available thereafter, the County shall send a notice, in a timely manner. to the Repository in substantially the form attached hereto as Exhibit B.

SECTION 4. Content of Annual Reports. Except as otherwise agreed, any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, annual financial information relating to the System, including operating data, updating such information relating to the

System as described in Exhibit A, all with a view toward assisting Participating Underwriters in complying with the Rule.

Any or all of such information may be incorporated by reference from other documents, including official statements of securities issues with respect to which the County is an "obligated person" (within the meaning of the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Repository. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events. The County will provide within 10 business days of the occurrence of any of the Listed Events notice to the Repository of such occurrence.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of all the 2026 Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the County shall be the Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement, if such amendment is supported by an opinion of independent counsel with expertise in federal securities laws, to the effect that such amendment is permitted or required by the Rule.

SECTION 9. Additional Information; Identifying Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such additional information or include it in any future Annual Report or notice of occurrence of a Listed Event. In accordance with Section (b)(5)(iv) of the Rule, all documents provided to the MSRB pursuant to this Disclosure Agreement shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 10. Default. Any person referred to in Section 11 (other than the County) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to file its Annual Report or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of the 2026 Bonds outstanding may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the County hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the General Bond Resolution, the Series Resolution or the 2026 Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

SECTION 11. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Participating Underwriters, and holders from time to time of the 2026 Bonds, and shall create no rights in any other person or entity.

Date: ___ __, 2026

FAIRFAX COUNTY, VIRGINIA

By: _____
Christina C. Jackson
Chief Financial Officer

Attachment 5

Exhibit A

CONTENT OF ANNUAL REPORT

For the most recent complete fiscal year:

(a) Number of connections (or accounts).

(b) Rate schedule.

(c) Total amounts for:

(i) Service charge revenues,

(ii) Availability/connection fee revenues,

(iii) Interest income revenues,

(iv) Total System Gross Revenues,

(v) System Operating Expenses,

(vi) Expense payments,

(vii) Debt service payments on Bonds and Parity Indebtedness, and

(viii) Debt service payments on Subordinate Obligations.

(d) Identity of any customer of the System paying over 5% of the total service charge revenues of the System and the specific percentage for such customer.

(e) System capacity (flows in mgd) and System wastewater flows.

In general, the foregoing will include information as of the end of the most recent fiscal year or as of the most recent practicable date. Where information for the fiscal year just ended is provided, it may be preliminary and unaudited. Where information has historically been provided for more than a single period, comparable information will in general be provided for the same number of periods where valid and available. Where, in the judgment of the County, an accompanying narrative is required to make data presented not misleading, such narrative will be provided.

Attachment 5

Exhibit B

NOTICE OF FAILURE TO FILE ANNUAL REPORT
[AUDITED ANNUAL FINANCIAL STATEMENTS]

Re: FAIRFAX COUNTY, VIRGINIA
SEWER REVENUE [REFUNDING] BONDS,
SERIES 2026[A][B]

CUSIP NOS.:

Dated: _____

NOTICE IS HEREBY GIVEN that Fairfax County, Virginia, has not provided an Annual Report [Audited Annual Financial Statements] as required by Section 3 of the Continuing Disclosure Agreement, which was entered into in connection with the above-named bonds issued pursuant to the Series Resolution adopted on March __, 2026, by the Board of Supervisors of the County. [The County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by _____.]

Dated: _____

FAIRFAX COUNTY, VIRGINIA

By _____

Attachment 5

APPENDIX F

NOTICE OF SALE

**$_____*

FAIRFAX COUNTY, VIRGINIA

Sewer Revenue [Refunding] Bonds, Series 2026[A][B]

Electronic Bids, BiDCOMP/Parity Competitive Bidding System ("BiDCOMP/Parity") only, will be received by the Board of Supervisors of Fairfax County, Virginia (the "County"), until [10:15] a.m., Fairfax, Virginia Time, on

_____ __, 2026*

for the purchase of all, but not less than all, of the $_____* Sewer Revenue [Refunding] Bonds, Series 2026[A][B] of Fairfax County, Virginia (the "Bonds"), dated the date of their delivery and maturing, subject to the right of prior redemption as hereinafter set forth, on the 15th day of July in the following years and in the following amounts, respectively:

Initial Maturity Schedule for the Bonds*

Year of Maturity	Principal Amount*	Year of Maturity	Principal Amount*
2027	$	2042	$
2028		2043	
2029		2044	
2030		2045	
2031		2046	
2032		2047	
2033		2048	
2034		2049	
2035		2050	
2036		2051	
2037		2052	
2038		2053	
2039		2054	
2040		2055	
2041		2056	

* Preliminary, subject to change.

The County reserves the right to change the date for receipt of bids (the "Scheduled Bid Date") in accordance with the section of this Notice of Sale entitled "Change of Bid Date and Closing Date; Other Changes to Notice of Sale."

BID PARAMETERS TABLE FOR THE BONDS†

INTEREST		**PROCEDURAL**	
Dated Date:	Date of Delivery	Sale Date and Time:	Bids due [May] __, 2026, at [10:15] a.m. Local Time
Anticipated Delivery/Closing Date:	[May __, 2026]	Bid Submission:	Electronic bids through BiDCOMP/PARITY Only
Interest Payments Dates:	[January 15 and July 15]	All or None?	Yes
First Interest Payment Date:	[January 15, 2027]	Bid Award Method:	Lowest TIC
Coupon Multiples:	1/8 or 1/20 of 1%	Good Faith Deposit:	1% of the Bid Maturity Schedule, as more fully described on page _, under "Good Faith Deposit"
Zero Coupons:	Not Permitted	Max TIC	_____%
Split Coupons:	Not Permitted		
PRINCIPAL		**PRICING**	
Optional Redemption:	Bonds due on and after July 15, 20[__]*, callable on July 15, 20[__]*, and thereafter at par	Max. Aggregate Bid Price:	[___]%
Post-bid Principal Increases in Aggregate:	10%	Min. Aggregate Bid Price:	[__]%
Post-bid Principal Reductions in Aggregate:	10%	Max. Price per Maturity:	No Limit
Term Bonds:	Any two or more consecutive maturities may be designated as Term Bonds	Min. Price per Maturity:	[__]%
		High Coupon per Maturity:	Not to exceed [__]%
		Low Coupon per Maturity:	

† Subject to the detailed provisions of this Notice of Sale.
* Preliminary, subject to change.

Changes to Initial Maturity Schedule for the Bonds

The Initial Maturity Schedule for the Bonds (the "Initial Maturity Schedule") set forth on page 1 represents an estimate of the principal amount of Bonds to be sold. The County hereby reserves the right to change the Initial Maturity Schedule, based on market conditions prior to the sale, by announcing any such change not later than 30 minutes prior to the announced time and date for receipt of bids via TM3 (www.tm3.com). The resulting schedule of maturities will become the "Bid Maturity Schedule" for the

Bonds. If no such change is announced, the Initial Maturity Schedule will become the Bid Maturity Schedule for the Bonds.

Changes to Bid Maturity Schedule

The County hereby further reserves the right to change the Bid Maturity Schedule after the determination of the winning bidder, by increasing or decreasing the aggregate principal amount of the Bonds, subject to the limitation of no more than a 10% increase or decrease in the aggregate principal amount.

THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING TERMS (AS HEREAFTER DEFINED) AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the final aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriters' discount and original issue discount/premium, if any, but will not change the selling compensation per $1,000 of par amount of the Bonds from the selling compensation that would have been received based on the purchase price in the winning bid and the Initial Reoffering Terms. The interest rates specified by the successful bidder for the various maturities at the Initial Reoffering Terms will not change. The County anticipates that the final annual principal amounts and the final aggregate principal amount of the Bonds will be communicated to the successful bidder within twenty-four hours of the County's receipt of the initial public offering prices and yields of the Bonds (the "Initial Reoffering Terms").

Book-Entry System

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity of the Bonds will be issued to The Depository Trust Company, New York, New York ("DTC"), and immobilized in its custody. The book-entry system will evidence beneficial ownership interests of the Bonds in the principal amount of $5,000 and any multiple thereof, with transfers of beneficial ownership interests effected on the records of DTC participants and, if necessary, in turn by DTC pursuant to rules and procedures established by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., nominee of DTC. Interest on the Bonds will be payable on each [January 15 and July 15, the first interest payment date being July 15, 2026], and principal of and any redemption premium on the Bonds will be payable at maturity or upon prior redemption, to DTC or its nominee as registered owner of the Bonds. Transfer of principal, interest and any redemption payments to participants of DTC will be the responsibility of DTC, and transfer of principal, interest and any redemption payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the County determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the County will discontinue the book-entry system with DTC. If the County fails to select another qualified securities depository to replace DTC, the County will deliver replacement Bonds in the form of fully registered certificates.

The Bonds

The Bonds shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth of Virginia (the "Commonwealth") or of any political subdivision thereof, including the County. Neither the faith and credit of the Commonwealth nor the faith and credit of the County are pledged to the payment of the principal of or premium, if any, or interest on the 2026 Bonds, and the issuance of the 2026 Bonds shall not directly or indirectly or contingently obligate the Commonwealth or the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under the Bond Resolution.

[Term Bonds and Mandatory Redemption

The successful bidder of the Bonds may designate two or more of the consecutive serial maturities to be a term bond maturity equal in aggregate principal amount, and with sinking fund requirements corresponding, to such designated serial maturities.]

Optional Redemption

The Bonds maturing on or after [July 15, 20__][*], are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date on or after [July 15, 20__][*], as a whole or in part (in integral multiples of $5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

Electronic Bidding and Bidding Procedures

Registration to Bid

All prospective bidders must be contracted customers of i-Deal LLC's BiDCOMP/Parity Competitive Bidding System. If you do not have a contract with BiDCOMP/Parity, call (212) 404-8102 to inquire about becoming a customer. By submitting a bid for the Bonds, a prospective bidder represents and warrants to the County that such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid and enforceable contract for the purchase of the Bonds. By contracting with BiDCOMP/Parity, a prospective bidder is not obligated to submit a bid in connection with the sale.

IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BiDCOMP/Parity AS APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE, AS IT MAY BE AMENDED BY THE COUNTY AS DESCRIBED WITHIN, SHALL CONTROL. Further information about BiDCOMP/Parity, including any fee charged, may be obtained from BiDCOMP/Parity at (212) 404-8102.

Disclaimer

Each prospective bidder shall be solely responsible to register to bid via BiDCOMP/Parity. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BiDCOMP/Parity for purposes of submitting its bid in a timely manner and in compliance with the

[*] Preliminary, subject to change.

requirements of this Notice of Sale. Neither the County nor BiDCOMP/Parity shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the County nor BiDCOMP/Parity shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BiDCOMP/Parity. The County is using BiDCOMP/Parity as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of BiDCOMP/Parity to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Parameters" herein set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via BiDCOMP/Parity are the sole responsibility of the bidders, and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in registering to bid or submitting, modifying or withdrawing a bid for the Bonds, it should telephone BiDCOMP/Parity and notify PFM Financial Advisors LLC, the County's financial advisor, by telephone at (571) 527-5124. After receipt of bids is closed, the County through BiDCOMP/Parity will indicate the apparent successful bidder. Such message is a courtesy only for viewers and does not constitute the award of the Bonds. Each bid will remain subject to review by the County to determine its true interest cost rate and compliance with the terms of this Notice of Sale.

Bidding Procedures

Bids must be submitted electronically for the purchase of all, but not less than all, of the Bonds by means of the Fairfax County, Virginia AON (all or none) Bid Form (the "Bid Form") via BiDCOMP/Parity. Bids must be communicated electronically to BiDCOMP/Parity by [10:15] a.m., Fairfax, Virginia Time on the Scheduled Bid Date unless postponed as described herein (see "Change of Bid Date and Closing Date; Other Changes to Notice of Sale"). Prior to that time, a prospective bidder may input and save the proposed terms of its bid in BiDCOMP/Parity. Once the final bid has been saved in BiDCOMP/Parity, the bidder may select the final bid button in BiDCOMP/Parity to submit the bid to BiDCOMP/Parity. Once the bids are released electronically via BiDCOMP/Parity to the County, each bid will constitute an **IRREVOCABLE** offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on BiDCOMP/Parity shall constitute the official Fairfax, Virginia Time. For information purposes only, bidders are requested to state in their bids the true interest cost to the County, as described under "Award of Bonds" below, represented by the rate or rates of interest and the bid price specified in their respective bids.

REVOCABLE BIDS ARE NOT PERMITTED.

By submitting a bid for the Bonds, each underwriter certifies it has an established industry reputation for underwriting new issuances of municipal bonds. The County will not accept bids from firms without an established industry reputation for underwriting new issuances of municipal bonds.

No bids will be accepted in written form, by facsimile transmission or in any other medium or on any system other than by means of the Bid Form via BiDCOMP/Parity. No bid will be received after the time for receiving such bids specified above.

Good Faith Deposit

After receipt of bids is closed and prior to the award, the apparent successful bidder indicated on BidCOMP/Parity must submit a good faith deposit (the "Deposit") for 1% of the aggregate par amount set forth in Bid Maturity Schedule to the County by wire transfer. The award to the apparent successful bidder is contingent upon receipt of the Deposit, and the Bonds will not be awarded to such bidder until the County

has confirmation of receipt of the Deposit. The wire information will be provided to the apparent successful bidder shortly after the bidding deadline.

Award or rejection of bids will be made by or on behalf of the Board of Supervisors of Fairfax County, Virginia, on the date above stated for the receipt of bids. The proceeds of the Deposit will be held as security for the performance of the successful bidder's bid and applied to the purchase price of the Bonds, but, in the event the successful bidder shall fail to comply with the terms of its bid, the Deposit will be retained as and for full liquidated damages. No interest will be allowed thereon.

Award of Bonds

Award or rejection of bids will be made by the County within 24 hours of the close of time for receipt of bids. ALL BIDS SHALL REMAIN FIRM UNTIL AN AWARD OR REJECTION OF BIDS HAS BEEN MADE.

The Bonds will be awarded to the bidder offering to purchase the Bonds at the lowest "True or Canadian" interest cost ("TIC"), such cost to be calculated by determining the annual interest rate (compounded semiannually) at which the sum of the payments of the principal of and the interest on the Bonds discounted from their payment dates to the dated date of the Bonds equals the aggregate price bid of the Bonds. If two or more bidders offer to purchase the Bonds at the same lowest TIC, the successful bidder will be selected by the County by lot from among all such bidders.

Initial Reoffering Terms

The apparent successful bidder shall provide the initial public offering prices to the public (the "Initial Public Offering Prices") and yields of each maturity of the Bonds (collectively the "Initial Reoffering Terms") within 30 minutes of receipt of notice that it is the apparent winning bidder.

Right of Rejection

The County expressly reserves the right (i) to waive any informalities, (ii) to reject all bids, any incomplete bid or any bid not fully complying with all of the requirements set forth herein, and (iii) to solicit new bids or proposals for the sale of the Bonds or otherwise provide for the public sale of the Bonds if all bids are rejected or the winning bidder defaults, including, without limitation, sale of the Bonds to one or more of the losing or rejected bidders without regard to their original bid or its relationship to any other bid.

Change of Bid Date and Closing Date; Other Changes to Notice of Sale

The County reserves the right to postpone, from time to time, the date and time established for the receipt of bids and will undertake to announce any such change via TM3 (www.tm3.com).

Any postponement of the bid date will be announced via TM3 not later than one hour prior to the announced time for receipt of the bids. An alternative bid date and time will be announced via TM3 at least 18 hours prior to such alternative bid date.

On such alternative bid date and time, the County will accept bids for the purchase of the Bonds, such bids to conform in all respects to the provisions of this Notice of Sale, except for the changes in the date and time for bidding and any other changes announced via TM3 at the time the bid date and time are announced.

The County may change the scheduled delivery date for the Bonds by notice given in the same manner as set forth for a change in the date for the receipt of bids.

The County reserves the right to otherwise change this Notice of Sale. The County anticipates that it would communicate any such changes via TM3 by 4:00 p.m., Fairfax, Virginia Time on the date prior to the scheduled date for receipt of bids but no later than 30 minutes prior to the scheduled time and date for receipt of bids.

Conflict Waiver

Norton Rose Fulbright US LLP is serving as Bond Counsel in connection with the issuance and sale of the Bonds. By placing a bid, each bidder represents that it understands that Norton Rose Fulbright US LLP, in its capacity as Bond Counsel, represents the County, and the successful bidder waives any conflict of interest that Norton Rose Fulbright US LLP's involvement in connection with the issuance and sale of the Bonds to such successful bidder presents.

Establishment of Issue Price

The successful bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County prior to the Closing Date a certificate acceptable to Bond Counsel setting forth the reasonably expected Initial Public Offering Price, or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary in the reasonable judgment of the successful bidder, the County or Bond Counsel.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

(1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

If the County receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the County intends to treat the Initial Public Offering Price of each maturity of the Bonds as the issue price of that maturity (the "hold-the-offering-price rule"). Consequently, each bidder should assume for purposes of making its bid that, for each maturity of the Bonds, the County will treat the Initial Public Offering Prices as of the Sale Date of the Bonds as the issue price of the Bonds. The County will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply. Attached as Exhibit B is a form of the issue price certificate to be provided by the successful bidder to the County prior to the Closing Date if the competitive sale requirements are not satisfied and the hold-the-offering-price rule is applied. Exhibit B is provided in form only and may be modified as may be appropriate or necessary in the reasonable judgment of the successful bidder, the County or Bond Counsel.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date that the Bonds are awarded by the County to the successful bidder (the "Sale Date") at the Initial Public Offering Prices set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the Initial Public Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth business day after the Sale Date; and

(2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price for such maturity.

The successful bidder shall advise the County promptly after the close of the fifth (5th) day after the Sale Date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price.

The County acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer that is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer that is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters or selling group agreement relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public), and

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

Undertakings of the Successful Bidder

The successful bidder shall make a bona fide public offering of all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers who are not purchasing for their own account as ultimate purchasers without a view to resell) and will, within 30 minutes after being notified of the award of the Bonds, advise the County in writing (via facsimile transmission) of the Initial Reoffering Terms. Prior to the delivery of the Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the "issue price" of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

Delivery

The Bonds will be delivered on or about ___ __, 2026, in New York, New York, at DTC against payment of the purchase price therefor (less the amount of the Deposit) in Federal Reserve funds.

The approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., in substantially the form appearing in the Preliminary Official Statement, will be furnished without cost to the successful bidder. There will also be furnished the usual closing papers, including certifications as to the Official Statement and no-litigation.

CUSIP Numbers

Application for CUSIP numbers with respect to the Bonds will be made by the County's financial advisor, but neither the failure to print CUSIP numbers on the Bonds nor any improperly printed CUSIP numbers shall constitute cause for failure or refusal by the successful bidder to accept delivery or make

payment for the Bonds. The CUSIP Service Bureau's charge for the assignment of numbers shall be paid by the successful bidder.

Official Statements

Copies of the Preliminary Official Statement may be obtained without cost via the Internet at www.munihub.com. The Preliminary Official Statement at its date is "deemed final" by the County for purposes of the Securities and Exchange Commission Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (the "Rule"), but is subject to revision, amendment and completion.

After the award of the Bonds, the County will prepare copies of the Official Statement (no more than 50) and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request; provided, however, that the County will not include in the Official Statement an "NRO" ("not reoffered") designation with respect to any maturity of the Bonds. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. The County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to The Electronic Municipal Market Access System ("EMMA") administered by the Municipal Securities Rulemaking Board. The successful bidder will be required to acknowledge receipt of such Official Statement, to certify that it has made delivery of the Official Statement to EMMA and to acknowledge that the County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to certify that the Bonds will only be offered pursuant to such Official Statement and only in states where the offer is legal. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering.

In general, the Rule prohibits an underwriter from purchasing or selling municipal securities, such as the Bonds, unless it has determined that the issuer of such securities has committed to provide annually certain information, including audited financial information, and notice of various events described in the Rule, if material. The County will provide to EMMA annual information respecting the County, including audited financial statements. In addition, the County will provide to EMMA the required notice of the occurrence of any events described in the Rule.

Official Statements will be provided within seven (7) business days after the date of the award of the Bonds in such quantities as may be necessary for the successful bidder's regulatory compliance.

Further information will be furnished upon application to PFM Financial Advisors LLC (571) 527-5124.

Reservation of Rights

The right to reject any or all bids and to waive any irregularity or informality in any bid is reserved.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: Jill G. Cooper, Clerk

Attachment 5

Exhibit A

FAIRFAX COUNTY, VIRGINIA

$[PRINCIPAL AMOUNT]
SEWER REVENUE [REFUNDING] BONDS, SERIES 2026[A][B]

ISSUE PRICE CERTIFICATE
(for Competitive Sales to be modified if Hold-the-Offering-Price Rule applies)

The undersigned, on behalf of [NAME OF UNDERWRITER] (the "Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds") of Fairfax County, Virginia (the "Issuer").

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148

of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____

Name: _____

Title: _____

Dated: _____

Attachment 5

SCHEDULE A TO ISSUE PRICE CERTIFICATE

EXPECTED OFFERING PRICES

(*Attached*)

Attachment 5

SCHEDULE B TO ISSUE PRICE CERTIFICATE

[Copy of Bid Submitted by Underwriter]

Attachment 5

Exhibit B

FAIRFAX COUNTY, VIRGINIA

$[PRINCIPAL AMOUNT]
SEWER REVENUE [REFUNDING] BONDS, SERIES 2026[A][B]

ISSUE PRICE CERTIFICATE
(if Hold-the-Offering-Price Rule applies)

The undersigned, on behalf of [NAME OF UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]") [and the other members of the underwriting syndicate (together, the "Underwriting Group")], hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of Fairfax County, Virginia (the "Issuer").

1. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER][The Underwriting Group] agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. ***Defined Terms***.

(a) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(b) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, and (ii) the date on which [SHORT NAME OF UNDERWRITER][The Underwriting Group] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [date of award].

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____

Name: _____

Title: _____

Dated: _____

Attachment 5

SCHEDULE A

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

Board Agenda Item
March 17, 2026

4:00 p.m.

Public Hearing on the Sale of a portion of County-Owned Property at 3721 Stonecroft Boulevard to SCG Global Holdings, L.L.C. (Sully District)

ISSUE:
Public hearing on the proposed sale of a portion of County-owned property, located at 3721 Stonecroft Boulevard to SCG Global Holdings, L.L.C. (SCG).

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors (Board) approve the sale of land to SCG and authorize the County Executive or his designee to execute a Purchase and Sale Agreement (PSA) substantially in the form of Attachment 2.

TIMING:
The Board authorized on February 17, 2026, the advertisement for a Public Hearing to be held on March 17, 2026, at 4:00 p.m.

BACKGROUND:
The Board is the owner of the property located at 3721 Stonecroft Boulevard, in Chantilly, Tax Map 0341 01 0005 (the Property). The Property is approximately 128 acres and houses the Fairfax County Police Department's Driver Training track, Emergency Vehicle Operations Center (EVOC), Firearms Training Center, Rifle Range, and K-9 Training facilities. Additionally, a new Criminal Justice Academy (CJA) building is planned to be built on the Property, co-located with the existing uses. The CJA project is included in the FY 2026-FY 2030 Adopted Capital Improvement Program (With Future Fiscal Years to 2035).

In Spring 2025, the County received an offer from SCG, a private developer, to purchase a portion (approximately 41.7 acres) of the Property for potential data center use. Attachment 1 shows the Property and the portion under consideration for sale to SCG. The Property is in an established industrial corridor, near Dulles Airport, surrounded by office buildings and the Steven F. Udvar-Hazy Center, with other data centers in the vicinity. *Virginia Code Ann. § 15.2-1800* generally requires a locality to hold a public hearing before it may sell its real property. If, after the public hearing, the sale is approved, the County and SCG will enter into a PSA substantially in the form included with this item as Attachment 2. Approving the PSA is only the first step in the

development process. SCG's proposed use for the purchased portion of the Property and the County's intended redevelopment on the County-retained portion of the Property will each be subject to and undergo a regulatory review process required prior to development. The PSA includes a contingency period of one year (with possible extensions totaling 180 days) to allow both SCG and the County to pursue required approvals for their respective sites. If those approvals are not obtained the PSA may be terminated, in which case the sale will not move forward.

EQUITY IMPACT:
Diversification of revenue sources would benefit the services provided by the County. In addition, a modernized training campus will enhance the services provided by the Police Department by improving the quality of training for new recruits and in-service officers.

FISCAL IMPACT:
The purchase price is $4 million per acre for approximately 41.7 acres of the Property, for a total of $166.8 million. The current Capital Improvement Program includes $88 million in funding for the new CJA and the addition of the $166.8 million in proceeds from the land sale is expected to fund the entire new police training campus that is modern and operationally efficient. The redesigned campus will replace the existing and aging Driver Training track, Firearms Training Center, and Rifle Range, thus improving training conditions for recruits and in-service officers. In addition, the anticipated data center will generate new tax revenue to support the County's General Fund.

Following financial closing, the funds from the sale of the property will be appropriated in Fund 30070, Public Safety Construction, as part of a future quarterly budget review.

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map – 3721 Stonecroft Boulevard, Chantilly, VA 20151
Attachment 2 – Purchase and Sale Agreement by and between Board of Supervisors of Fairfax County and SCG Global Holdings, L.L.C.

STAFF:
Jennifer Miller, Deputy County Executive Thomas Arnold, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services, (DPWES)
Tiya Raju, Deputy Director, Capital Facilities (CAP), DPWES
Vrushali Oak, Director, Building Design and Construction Division, CAP, DPWES

Board Agenda Item
March 17, 2026

ASSIGNED COUNSEL:
Emily Smith, Assistant County Attorney
Susan Timoner, Assistant County Attorney

Attachment 1

Location Map – 3721 Stonecroft Boulevard, Chantilly, VA 20151 (Tax Map # 0341 01 0005)





DRAFT
2/11/26

PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, AS SELLER,

AND

SCG GLOBAL HOLDINGS, L.L.C., AS PURCHASER

Dated as of _____, 2026

PURCHASE AND SALE AGREEMENT
(Criminal Justice Academy Parcel at 3721 Stonecroft Blvd., Chantilly, Virginia)

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of _____, 2026 (the "Effective Date"), between BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA a body corporate and politic ("Seller"), and SCG GLOBAL HOLDINGS, L.L.C., a Delaware limited liability company ("Purchaser").

ARTICLE 1: PROPERTY/PURCHASE PRICE

1.1 Certain Basic Terms.

(a)	Purchaser and Notice Address:	SCG Global Holdings, L.L.C. c/o Rinaldi, Finkelstein & Franklin, LLC 591 West Putnam Avenue Greenwich, CT 06830 Attention: Dan Medalie Email: DMedalie@starwood.com
	With a copy to:	Mayer Brown LLP 1999 K Street, NW Washington, DC 20006 Attn: D. Nathan McMichael Telephone: (202) 263-3376 Email: NMcMichael@mayerbrown.com
(b)	Seller and Notice Address:	Board of Supervisors of Fairfax County, Virginia 12000 Government Center Parkway, Suite 552 Fairfax, VA 22035 Attn: Jennifer Miller Telephone: (703) 324-2531 Email: Jennifer.Miller@fairfaxcounty.gov
	With a copy to:	Office of the County Attorney 12000 Government Center Parkway Suite 549 Fairfax, Virginia 22035 Attn: County Attorney Telephone: (703) 324-2421
(c)	Purchase Price:	$4,000,000 per acre for the Property, as the Property is depicted on the New Survey (as defined below).
(d)	Earnest Money:	Collectively, $[_____][1] (the "Initial Deposit"), a second deposit in the amount of $[_____][2] (the "Additional Deposit"), due when and as provided in Section 1.3(b), each Contingency Extension Fee due when and as provided in Section 4.10(c), if any, and any other deposits of earnest money made pursuant to the terms of this Agreement. The definition of "Earnest Money" includes any interest earned thereon but does not include the funds described in Section 6.8(a) of this Agreement.

[1] Insert amount that is 1.5% of the Purchase Price
[2] Insert amount that is 1.5% of the Purchase Price

(e)	Notice Period:	The period commencing on the Effective Date and expiring on [_____], 2026[3].
(f)	Contingency Period:	The period commencing on the Effective Date and expiring on [_____], 2026[4], as may be extended pursuant to Section 4.11 hereof.
(g)	Closing Date:	Thirty (30) days after the expiration of the Contingency Period.
(h)	Title Company:	Essex Title LLC 29777 Telegraph Rd, Suite 1170 Southfield, MI 48034 Email: Fanny@essextitle.com Phone: (248) 296-6375
(i)	Escrow Agent:	Stewart Title Guaranty Company 1360 Post Oak Blvd Ste 110, MC 11-15 Houston, TX 77056 Attn: _____ Telephone: (___)_____ Email: _____

1.2 Property. Subject to the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following (the "Property"):

(a) The fee simple interest in the land described on Exhibit A-1 (the "Real Property"), together with the buildings and improvements and fixtures thereon (the "Improvements"), and all rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining to the above-described real property and all right, title and interest of Seller in and to appurtenances of the Real Property, including easements or rights-of-way and development rights (including but not limited to entitlements or incentives, but not including any easement or similar rights held by the Seller in its capacity other than as the owner of the Real Property) relating thereto, and all right, title and interest of Seller in and to all strips and gores and the land lying within any street or roadway adjoining the Real Property or any vacated or hereafter vacated street or alley adjoining said Real Property.

(b) Intentionally deleted.

(c) All of Seller's right, title and interest, if any, in and to all of the following items, to the extent assignable and, except as expressly set forth herein, without representation or warranty (the "Intangible Personal Property"): (A) licenses and permits relating to the ownership of the Property, (B) all plans and specifications, architectural, mechanical and engineering drawings, and physical or architectural reports, pertaining to the Real Property and the Improvements, and (C) insurance proceeds and condemnation awards or claims thereto to be assigned to Purchaser hereunder.

(d) Intentionally deleted.

(e) All rights, titles, estates and interests of Seller in and to any and all rights to the present or future use of water rights, wastewater, wastewater capacity, drainage, water or other utility facilities that pertain to or benefit the Real Property, including, without limitation, all reservations, credits, commitments or letters covering any such use in the future.

[3] Insert date that is 180 days after the Effective Date.
[4] Insert date that is 365 days after the Effective Date.

1.3 Earnest Money.

(a) The Initial Deposit, in immediately available federal funds, evidencing Purchaser's intent to perform Purchaser's obligations under this Agreement, shall be deposited by Purchaser with the Escrow Agent not later than three (3) business days after the Effective Date.

(b) If Purchaser has delivered the Notice to Proceed (as defined below) pursuant to Section 2.3(b), the Additional Deposit, in immediately available funds, evidencing Purchaser's intent to perform Purchaser's obligations under this Agreement, shall be deposited by Purchaser with the Escrow Agent no later than three (3) business days after delivery of the Notice to Proceed.

(c) If Purchaser delivers a Contingency Extension Notice (as defined below) pursuant to Section 4.10(c), the Contingency Extension Fee (as defined below), in immediately available funds, shall be deposited by Purchaser with the Escrow Agent no later than three (3) business days after delivery of such Contingency Extension Notice.

(d) Purchaser and Seller hereby acknowledge that, prior to the Effective Date, Purchaser deposited with the Escrow Agent, in immediately available funds, the amount of $50,000, which is being held by Escrow Agent as of [_____], 2026 (the "PSA Payment") pursuant to that certain Escrow Agreement, dated as of the date hereof, by and among Purchaser, Seller and Escrow Agent. Escrow Agent shall release the PSA Payment to Seller within one (1) business day following execution of this Agreement. If the parties proceed to closing, the PSA Payment will be credited against the Purchase Price.

(e) In the event that Purchaser fails to timely deposit the Initial Deposit with the Escrow Agent, this Agreement shall be of no force and effect. At Closing, the Earnest Money shall be applied to the Purchase Price. Otherwise, the Earnest Money shall be delivered to the party entitled to receive the Earnest Money in accordance with the provisions of this Agreement.

ARTICLE 2:INSPECTIONS

2.1 Property Information. Seller has made or will make available to Purchaser, via hard copy or electronically, certain information and materials concerning the Property and/or Seller requested by or on behalf of Purchaser to the extent in Seller's possession or reasonable control (the "Property Information"), and Seller shall provide such Property Information as soon as reasonably possible after receipt of a request therefor from Purchaser. Except as otherwise expressly provided herein, Seller makes no representations or warranties (and expressly disclaims any and all representations and warranties) as to the accuracy, truthfulness, or completeness of the Property Information or as to any other materials or information provided or made available to Purchaser.

2.2 Conduct of Inspections.

(a) Subject to the provisions of this Section 2.2, prior to the Closing Date, Purchaser and Purchaser's Affiliates (as defined in Section 11.1) and its and their respective surveyors, engineers, contractors, consultants, employees, agents, representatives and affiliates (collectively, "Purchaser's Representatives") have had and shall have the right to make a complete review and inspection of the physical, legal, economic and environmental condition of the Property ("Inspections"). Upon execution of this Agreement, the Access Agreement dated as of July 29, 2025 between Seller and Purchaser, shall terminate and be of no further force or effect, except for those provisions that expressly survive termination.

(b) From and after the Effective Date, Purchaser's right to access and inspect the Property shall be governed by the terms and conditions of this Agreement. Prior to the Closing Date, Purchaser and Purchaser's Representatives shall have the right to enter the Property between the hours of 7:00 AM to 5:00 PM (Eastern Time) for the purpose of making any inspection, examination and engineering study at Purchaser's sole risk, cost and expense which may be an intrusive investigation, including, without limitation, a Phase II environmental site assessment or any boring or subsurface investigation of the Property (collectively, "Investigations"), provided that in each such

instance (i) Purchaser notifies Seller by prior written notice (which notification may be by email) of Purchaser's intent to enter the Property, and (ii) all such access shall be subject to the limitations more particularly described in this Section 2.2. At Seller's election, a representative of Seller shall have the opportunity to be present during any entry by Purchaser or Purchaser's Representatives upon the Property for conducting its Investigations; provided that if Seller declines to have any agents accompany Purchaser or Purchaser's Representatives, or otherwise fails to timely advise Purchaser that it elects to have one or may agents accompany Purchaser or Purchaser's Representatives, Purchaser shall not be in breach hereof and shall be permitted to engage in such Investigations. Purchaser and Purchaser's Representatives will not unreasonably interfere with the activity of any persons occupying or providing services at the Property during the performance of the Investigations. Seller's representative, for the purpose of notice under this Section 2.2, is Danilo Nunez: danilo.nunez@fairfaxcounty.gov, 571-407-6452.

(c) Prior to any entry onto the Property by Purchaser or Purchaser's Representatives, Purchaser shall obtain and maintain, at Purchaser's sole cost and expense (and shall cause each of Purchaser's Representatives performing Investigations on the Property to obtain and maintain the same), the following insurance coverage: (a) statutory workers' compensation and employer's liability insurance in limits of not less than $1,000,000 to protect Purchaser from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, (b) commercial general liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate, to protect Purchaser, and the interest of Seller, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation in connection with Purchaser's Investigations, and (c) owned, non-owned, and hired automobile liability insurance, in the amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by Purchaser. In addition, all mobile equipment used by Purchaser in connection with the Investigations will be insured under either a standard automobile liability policy or a commercial general liability policy. For the avoidance of doubt, liability insurance may be arranged by policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy. Each policy of insurance required under this section shall be issued by a company or companies admitted within the Commonwealth of Virginia, with a "Best's Key Rating" of at least A:VII and such insurance shall contain a waiver of subrogation on behalf of Seller to waive the insurer's rights of recovery to include the employers liability portion of the workers compensation/employers liability coverage. Furthermore, Seller shall be named as an additional insured party on the general liability and automobile insurance policies, and it will be stated on the insurance certificate with the provision that this coverage is primary to all other coverage Seller may possess. Purchaser will provide a signed certificate of insurance prior to entering the Property and will secure and maintain all insurance certificates of its sub-contractors, which shall be made available to Seller on demand.

(d) Purchaser shall restore the Property to substantially the same condition existing immediately prior to such damage, as nearly as reasonably possible, reasonable wear and tear excepted, any portion of the Property that is damaged by Purchaser through any Investigations carried out by Purchaser; provided, however, in no event shall Purchaser have any obligation to repair or incur any liability (i) arising out of the mere discovery or disclosure of existing conditions at the Property, unless Purchaser shall have materially exacerbated any such existing condition, and in such event, only to the extent of such exacerbation, or (ii) arising out of the gross negligence, willful misconduct or omissions of any of Seller's Indemnified Parties (as defined below). This Section 2.2(d) shall expressly survive the expiration or earlier termination of this Agreement for a period of one (1) year.

(e) Purchaser agrees to indemnify and hold harmless Seller, its officers and employees (collectively, "Seller's Indemnified Parties"), from any and all claims for bodily injuries and personal injuries, death or property damage, including cost or investigation, all expenses of litigation (including reasonable attorney fees) arising out of Purchaser's Investigations at the Property, but excluding claims, loss or liabilities arising out of the gross negligence or willful misconduct by any of Seller's Indemnified Parties or arising out of the mere discovery or permitted disclosure of existing conditions at the Property unless Purchaser or any of Purchaser's Representatives shall have materially exacerbated any such existing condition, and in such case, only to the extent of such material exacerbation (collectively, "Purchaser's Indemnity Obligations"). The foregoing indemnity shall not impose liability on Purchaser for speculative, punitive, special, indirect or consequential damages, lost profits or diminution in value of the Property, whether or not foreseeable or advised of the possibility of the same. This Section 2.2(e) shall expressly survive any termination of this Agreement for a period of one (1) year.

(f) In the course of its investigations, Purchaser and Purchaser's Representatives may make or cause to be made inquiries to third parties, including, without limitation, lenders, contractors, property managers, parties to service contracts and municipal, local and other government officials and representatives.

(g) The access granted hereunder is intended to convey and grant onto Purchaser a temporary right to enter upon the Property and to conduct the activities stated herein. By acceptance hereof, Purchaser agrees to bear the full cost and expense of any Investigations by Purchaser and Purchaser's Representatives. In consideration for Purchaser's access to the Property, Purchaser agrees to take commercially reasonable actions and implement commercially reasonable protections necessary to ensure that the Investigations and the equipment, materials, and substances generated, used or brought onto the Property in connection with the Investigations, pose no unreasonable threat to the safety or health of persons or the environment, and cause no material damage or disruption to the Property or other property of Seller or other persons located thereon. Nothing contained in this Agreement shall be deemed or construed to provide the consent of Seller to any construction, improvements, labor or furnishing any materials to the Property or any part thereof.

2.3 Purchaser Termination.

(a) During Notice Period. In addition to and independent of Purchaser's termination rights under Sections 2.3(b), 3.2, 3.3, 4.4, 5.1, 9.2 and 9.3 and any other provisions pursuant to which this Agreement may be terminated and the Earnest Money shall be returned to Purchaser, if Purchaser determines, in its sole discretion, prior to the expiration of the Notice Period, that it will be unable to obtain the Purchaser Development Approvals (as defined below) within the timeframes required by Purchaser in its sole discretion, Purchaser shall have the right to terminate this Agreement by delivering to Seller notice of termination before the expiration of the Notice Period. In the event of a termination under this Section 2.3(a), the Earnest Money shall be returned to Purchaser, and neither party shall have any further rights or liabilities hereunder except for those provisions which expressly survive the termination of this Agreement.

(b) After Notice to Proceed. In addition to and independent of Purchaser's termination rights under Sections 2.3(a), 3.2, 3.3, 4.4, 5.1, 9.2 and 9.3 and any other provisions pursuant to which this Agreement may be terminated and the Earnest Money shall be returned to Purchaser, if Purchaser determines to proceed with the purchase of the Property in accordance with the terms of this Agreement, then Purchaser will, on or prior to the expiration of the Notice Period, so notify Seller in writing, indicating that Purchaser has elected to purchase the Property in which case this Agreement will continue in full force and effect and the Earnest Money shall automatically become non-refundable to Purchaser, subject to the provisions of this Agreement (the "Notice to Proceed"). If, after the Notice to Proceed is delivered to Seller, Purchaser, in its sole discretion, determines that it will not be able to obtain the Purchaser Development Approvals within the timeframes required by Purchaser in its sole discretion, Purchaser may terminate this Agreement by delivering to Seller a notice of termination before the expiration of the Contingency Period. In the event of a termination under this Section 2.3(b), the Earnest Money will be released to Purchaser, and neither party will have any further rights or obligations hereunder except as expressly provided herein. If Purchaser fails to deliver a termination notice pursuant to clause (a) immediately above or a Notice to Proceed pursuant to this clause (b), Purchaser shall be deemed to have delivered a termination notice pursuant to clause (a) immediately above, and the Earnest Money shall be returned to Purchaser pursuant to such clause (a).

(c) If this Agreement is terminated pursuant to this Section 2.3, Purchaser shall promptly destroy all Property Information in Purchaser's (or its agents' or representatives') possession or control, except that Purchaser may retain such documents and information as may be required to comply with applicable law, regulation, or as part of its automatic electronic archiving and back-up procedures.

2.4 Purchaser's Reliance on its Inspections; Release.

(a) Purchaser acknowledges and agrees that (a) except for Seller's representations and warranties expressly set forth in Section 8.1 of this Agreement or in any documents to be delivered to Purchaser at Closing (all such representations and warranties, collectively, "Seller's Warranties"), the Property is being sold, and Purchaser accepts possession of the Property on the date of Closing, "AS IS, WHERE IS, WITH ALL FAULTS," with no right of setoff or reduction in the Purchase Price; (b) except for Seller's Warranties, Seller has not and shall not be deemed

to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Purchaser with respect to the Property, any matter set forth, contained or addressed in the documents delivered to Purchaser in connection with the Property (including, but not limited to, the accuracy and completeness thereof) or the results of Purchaser's due diligence; and (c) Purchaser has confirmed or will confirm independently all information that it considers material to its purchase of the Property or the transaction contemplated hereby. Purchaser specifically acknowledges that, except for Seller's Warranties, Purchaser is not relying on (and Seller does hereby disclaim and renounce) any representations or warranties of any kind or nature whatsoever, whether oral or written, express, implied, statutory or otherwise, as to: (1) the operation of the Property or the income potential, uses, or the merchantability, habitability or fitness of any portion of the Property for a particular purpose; (2) the physical condition of the Property or the condition or safety of the Property or any component thereof, including, but not limited to, plumbing, sewer, heating, ventilating and electrical systems, roofing, air conditioning, foundations, soils and geology, including hazardous materials, lot size, or suitability of the Property or any component thereof for a particular purpose; (3) the presence or absence, location or scope of any hazardous materials in, at, about or under the Property; (4) whether the appliances, if any, plumbing or utilities are in working order; (5) the habitability or suitability for occupancy of any structure or the quality of its construction; (6) whether the Improvements are structurally sound, in good condition, or in compliance with applicable laws; (7) the accuracy of any statements, calculations or conditions stated or set forth in Seller's books and records concerning the Property or set forth in any offering materials with respect to the Property; (8) the dimensions of the Property or the accuracy of any floor plans, square footage, sketches, or revenue or expense projections related to the Property; (9) the operating performance, the income and expenses of the Property or the economic status of the Property; (10) the ability of Purchaser to obtain any and all necessary governmental approvals or permits for Purchaser's intended use and development of the Property; (11) intentionally deleted; and (12) Seller's ownership of any portion of the Property. Purchaser further acknowledges and agrees that, except for Seller's Warranties, Seller is under no duty to make any affirmative disclosures or inquiry regarding any matter which may or may not be known to Seller, and Purchaser, for itself and for its successors and assigns, hereby specifically waives and releases Seller from any such duty that otherwise might exist.

(b) The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for Excluded Claims for such matters which are expressly stated to survive the Closing hereunder. Except for Excluded Claims (as defined below) or as expressly set forth in this Agreement to the contrary, Purchaser releases Seller, Seller's officers, employees, and agents ("Seller Related Parties") and their respective successors and assigns from and against any and all claims which Purchaser or any employee, officer, agent, Affiliate of Purchaser (each, a "Purchaser Related Party") has or may have arising from or related to any matter or thing related to or in connection with the Property, any construction defects, errors, or omissions in the design or construction and any environmental conditions and, except for Excluded Claims or as expressly set forth in this Agreement to the contrary, neither Purchaser nor any Purchaser Related Party shall look to Seller, the Seller Related Parties, or their respective successors and assigns in connection with the foregoing for any redress or relief. Except for Excluded Claims, this release shall be given full force and effect according to each of its express terms and provisions, including those relating to unknown and unsuspected claims, damages, and causes of action. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order. Notwithstanding any provision hereof to the contrary, the provisions of this Section 2.4(b) shall not release Seller from liability for any damages, claims, liabilities, costs, expenses or obligations arising out of or in connection with (i) a breach of (or failure to comply with) any covenant, representation or warranty of Seller expressly set forth in this Agreement to the extent the same expressly survive the Closing hereunder or any of the Closing documents to be delivered to Purchaser pursuant to this Agreement (but subject to the limitations provided in Section 9.3 of this Agreement), (ii) Seller's or any of Seller's Related Parties' fraud or (iii) any claims of Purchaser permitted pursuant to Section 2.4(c) below ((i), (ii) and (iii) collectively referred to herein as "Excluded Claims").

(c) Third Party Claims. Notwithstanding anything herein to the contrary, Seller acknowledges and agrees that (i) Purchaser has not assumed, and has no obligation to indemnify Seller for, any government or third party claim asserted after the Closing to the extent applicable to an act or omission taken or failed to be taken by Seller prior to the Closing and (ii) Purchaser shall have the right to defend any such government or third party claim by alleging that Seller, not Purchaser, is liable for such claims.

(d) The terms of this Section 2.4 will survive the Closing.

ARTICLE 3:TITLE AND SURVEY REVIEW

3.1 Title Review. Purchaser has secured a title commitment or report from the Title Company (collectively, the "Title Report") and/or survey (any such survey, the "Survey") with respect to the Property.

3.2 Title Objections. Purchaser may advise Seller in writing and in reasonable detail, not later than 6:00 p.m. ET on [_____[5]], which exceptions to the Title Report, if any, are not acceptable to Purchaser (the "Title Objections"). Seller shall have until the date that is five (5) business days after Seller's receipt of Purchaser's Title Objections, to give Purchaser notice that (a) Seller will remove any exception which is the subject of a Title Objection from title, provided that affirmative title insurance protection for such Title Objection shall not be satisfactory removal, unless approved by Purchaser in Purchaser's sole discretion or (b) Seller elects not to cause such exceptions to be removed. Seller's failure to provide timely notice to Purchaser as to any Title Objection shall be deemed an election by Seller not to remove the Title Objection. If Seller so notifies or is deemed to have notified Purchaser that Seller will not remove any or all of the Title Objections, Purchaser shall have until before the expiration of the Notice Period to determine whether (i) to waive such Title Objections which Seller has elected not to remove and proceed with the purchase and take the Property subject to such exceptions or (ii) to terminate this Agreement, in which case the Earnest Money shall be returned to Purchaser. Purchaser's failure, before the end of the Notice Period, to give Seller notice to terminate this Agreement shall be deemed to be an election by Purchaser under clause (ii) of the preceding sentence, in which case the Earnest Money shall be returned to Purchaser. If Seller elects to attempt to cure any such Title Objections, Seller will have until the date that is five (5) business days prior to the Closing Date to remove, satisfy or cure the same and shall use commercially reasonable efforts to do so. Seller shall have no obligation to cure Title Objections except liens and security interests affecting the Property created or assumed by, under or through Seller, and liens and security interests created by, under or through third parties (collectively, the "Mandatory Cure Items"), which Mandatory Cure Items Seller shall cause to be released at the Closing.

3.3 Intervening Exceptions. If the Title Company issues any update to the Title Report or the surveyor revises the Survey, to add new exceptions or modify exceptions, or to add new conditions or modify conditions to obtaining the Title Policy or any endorsement requested by Purchaser, Purchaser shall notify Seller of any objections to such revisions, in which event the same procedures for response, termination and waiver set forth in Section 3.2 above shall apply to such new objections (except that if Seller gives notice (or deemed notice) that it will not remove any new objection, Purchaser shall have three (3) business days thereafter to determine whether to (i) proceed subject to such objection or (ii) terminate this Agreement, in which case the Earnest Money will be returned to Purchaser, and neither party will have any further rights or obligations hereunder except as expressly provided herein). If Purchaser does not notify Seller of an objection to a new exception within three (3) business days of Purchaser's receipt of the update to the Title Report or the Survey that first identifies the new exception, Purchaser will be deemed to have waived the exception and elected to proceed to Closing with the Property subject to the exception. If Purchaser appropriately notifies Seller of any such objection within three (3) business days of the scheduled Closing, the scheduled Closing Date shall be extended for such period of time as shall be necessary to accommodate such procedure. If Seller elects to attempt to cure any such new objection, then at Seller's option by written notice to Purchaser, Closing shall be extended by a reasonable additional time (not to exceed thirty (30) days) to effect such a cure.

3.4 Delivery of Title Policy at Closing. As a condition to Purchaser's obligation to close, the Title Company shall deliver to Purchaser at Closing an ALTA Owner's Policy (Revised 2021) (or other form if required by state law) of title insurance, with extended coverage (i.e., with ALTA General Exceptions 1 through 5 deleted, or with corresponding deletions if the Property is located in a non-ALTA state), issued by the Title Company as of the date and time of the recording of the Deed (as hereinafter defined), in the amount of the Purchase Price, containing Purchaser's Endorsements, insuring Purchaser as owner of good, marketable and indefeasible fee simple title to the Property, and subject only to the Permitted Exceptions (the "Title Policy"). "Permitted Exceptions" means (i) exceptions and survey matters approved by Purchaser pursuant to this Agreement, (ii) real estate taxes not yet due and payable, (iii) discrepancies, conflicts in boundary lines, shortages in area, encroachments and any state of facts which

[5] Insert date that is 30 days prior to end of Notice Period.

a current survey of the Real Property would disclose; (iv) zoning and other land use and environmental regulations promulgated by any governmental authority, provided that the Seller has not promulgated the same in conflict with its obligations under this Agreement; and (v) any title exceptions, liens or encumbrances created by or resulting from any act or omission of Purchaser or its vendors, agents or contractors or otherwise approved in writing by Purchaser. Permitted Exceptions do not include (x) Mandatory Cure Items; or (y) title exceptions that are both objected to by Purchaser pursuant to this Article 3 and agreed to be cured by Seller pursuant to this Article 3. "Purchaser's Endorsements" shall mean, to the extent such endorsements are identified in Purchaser's written notice of Title Objections delivered pursuant to Section 3.1 and available under the laws of the state in which the Property is located: (1) owner's comprehensive; (2) access; (3) survey (accuracy of survey); (4) location (survey legal matches title legal); (5) separate tax lot; (6) legal lot; (7) zoning; and (8) such other endorsements as Purchaser may reasonably require. Seller shall execute at Closing the owner's affidavit substantially in the form attached hereto as Exhibit D (the "Owner's Affidavit"), and any other documents, undertakings or agreements required by the Title Company to issue the Title Policy in accordance with the provisions of this Agreement.

ARTICLE 4: COVENANTS

4.1 Ongoing Operations. Seller shall not take any action or omission which would cause any of the representations or warranties of Seller contained herein to become inaccurate or any of the covenants of Seller to be breached.

4.2 Leasing Arrangements. During the pendency of this Agreement, Seller will not enter into any lease, license or other agreement granting any right of use or occupancy of all or any portion of any of the Property (each, a "Lease") without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole and absolute discretion.

4.3 Property Contracts.

(a) New Contracts. During the pendency of this Agreement, Seller will not, without the prior written consent of Purchaser, enter into any contract relating to the operation of the Property and/or services provided thereto that will be an obligation affecting the Property subsequent to the Closing, unless the contract (i) is (A) entered into in the ordinary course of Seller's business, and (B) (and, with respect to Purchaser, will be) terminable without cause and without any fee or penalty on not more than thirty (30) days' notice (it being agreed that Seller shall terminate any such contracts by the Closing Date if Purchaser gives Seller notice thirty (30) days before the Closing Date), or (ii) has been consented to by Purchaser in writing in advance, which consent, if the applicable contract is to be entered into prior to expiration of the Notice Period, will not be unreasonably withheld by Purchaser and which consent, if the applicable contract is to be entered into after expiration of the Notice Period, may be granted or withheld in Purchaser's sole and absolute discretion.

(b) Intentionally deleted.

(c) Property Management Agreements. On or before, and effective as of, the Closing, Seller shall terminate or cause to be terminated all property management and leasing agreements as such agreements relate to any of Seller's Property, at the sole cost and expense of Seller.

(d) Intentionally deleted.

(e) Encumbrances. During the pendency of this Agreement, Seller shall not further mortgage or convey or encumber the Property, enter into any recorded or unrecorded contracts, easements or other encumbrances with respect to the Property which are not by their terms terminable prior to Closing and not otherwise inconsistent with this Agreement, without the prior written consent of Purchaser.

4.4 Damage or Condemnation.

(a) Risk of loss resulting from any condemnation or eminent domain proceeding which is commenced or has been threatened before the Closing, and risk of loss resulting from any fire, flood or any other casualty before the Closing, shall remain with Seller.

(b) If before the Closing, the Property shall be materially damaged, or if the Property or any portion thereof shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall promptly give Purchaser written notice of such damage or taking and, subject to Section 4.4(c) below, Purchaser may terminate this Agreement by written notice to Seller given within ten (10) business days after Purchaser receives written notice from Seller of the damage or taking, in which event the Earnest Money shall be returned to Purchaser. If the Closing Date is within the aforesaid ten (10) business day period, then Closing shall be extended to the next business day following the end of said ten (10) business day period. If no such election is made, and in any event if neither the damage nor the condemnation is material, this Agreement shall remain in full force and effect and (1) in the case of a casualty, (a) Seller shall, to the extent possible, begin repairs to the Property to, at Seller's election, either (i) substantially the same condition in which it existed prior to such damage or (ii) a condition that reasonably addresses the damage to the Property, including any necessary clearing and removal of debris and grading, out of any insurance proceeds received by Seller for the damage, (b) Seller shall assign, transfer and set over to Purchaser any insurance proceeds not applied to the repair of the Property prior to Closing that may thereafter be made for such damage or destruction, (c) Seller shall pay or credit to Purchaser the amount of any deductible to the extent such deductible was not spent on repairs to the Property (but not to exceed the amount of the loss), and (d) Purchaser shall assume the responsibility for the repair after the Closing; or (2) in the case of a taking, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking.

(c) For the purposes of this Section 4.4, the phrases "material damage" or "materially damaged" means (i) the cost to repair the damage, as reasonably estimated by Purchaser exceeds $4,000,000, (ii) all or any portion of the means of vehicular access to the Property which materially and adversely affects access to the Property is taken or (iii) in Purchaser's reasonable determination Purchaser's ability to develop the Property as Purchaser intended is materially adversely affected. For the purposes of this Section 4.4, the phrase "taking by eminent domain or condemnation" or "taking" means (1) all or any portion of the means of vehicular access to the Property is materially and adversely affected or (2) in Purchaser's reasonable determination Purchaser's ability to develop the Property as Purchaser intended is materially adversely affected.

4.5 Solicitation. Seller shall not, directly or indirectly, list with any broker agent or other person or otherwise solicit, seek or negotiate any other offer to purchase, ground lease or sell and leaseback all or any portion of the Property, engage in any negotiations with any third party, with respect to the sale or other disposition of all or any portion of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition of all or any portion of the Property for the period commencing on the Effective Date and continuing through the earlier to occur of the termination of this Agreement or the Closing Date.

4.6 Intentionally deleted.

4.7 Maintenance of Permits. Prior to Closing, Seller shall maintain in existence all material licenses, permits and approvals that are now in existence with respect to, and are required for, the ownership, operation or improvement of the Property, and are of a continuing nature.

4.8 Maintenance of Insurance. During the pendency of this Agreement, Seller shall continue to carry its existing or comparable replacement insurance through the Closing Date, and shall not allow any material breach, default, termination (without timely replacement) or cancellation (without timely replacement) of such insurance policies or agreements to occur or exist.

4.9 Modify Entitlements; Extension of Contingency Period.

(a) During the pendency of this Agreement, Seller shall not commence, cause to be commenced, seek or cause to be sought or otherwise approve any action to modify the zoning or entitlements or the land use restrictions (whether public or private, including, without limitation, as may be contained in any CCRs) or the availability or capacity of utilities applicable to the Property, or enter into any contract or agreement to effectuate any of the foregoing

without Purchaser's prior written approval, which approval may be withheld in Purchaser's sole discretion. During the Contingency Period, Seller, in its proprietary capacity and not its regulatory capacity, shall reasonably cooperate, at no out-of-pocket expense to Seller, with Purchaser and Purchaser's Representatives (and to the extent necessary or requested by Purchaser, participate in discussions or negotiations), to enable Purchaser to pursue, apply for and obtain from all applicable private and governmental authorities, final zoning, plat, site plan, subdivision and other applicable development approvals, permits, licenses, easements, special exceptions, agreements, entitlements, definitive power agreements with satisfactory power quantities and delivery timelines and variances desired by Purchaser, in connection with Purchaser's intended use and development of the Property, all as determined by Purchaser in its sole discretion, and all on such timeframes as determined by Purchaser in its sole discretion (collectively, the "Purchaser Development Approvals"). If, despite such cooperation of the County, Purchaser is unable to obtain the Purchaser Development Approvals, Seller shall not be considered to be in default under this Agreement due to such inability. During the Contingency Period, Purchaser shall use commercially reasonable efforts to obtain the Purchaser Development Approvals. Additionally, upon Seller's reasonable written request (which may be delivered via email), Purchaser shall provide monthly updates (telephonically or in writing, which may be delivered via email) to Seller regarding the status of the Purchaser Development Approvals. All costs necessary to obtain the Purchaser Development Approvals shall be at the sole cost of Purchaser. Notwithstanding anything herein to the contrary, to the extent any Purchaser Development Approval or Purchaser's pursuit or development thereof would, in the Seller's sole discretion, materially and adversely affect the County Retained Property (as defined below) or the Seller's intended use thereof, Seller will have no obligation under this Agreement to so cooperate with Purchaser's efforts to obtain a Purchaser Development Approval or to otherwise grant any such encumbrance of the County Retained Property.

(b) During the Contingency Period, Seller shall, at no out-of-pocket expense to Purchaser, use commercially reasonable efforts to apply for and obtain from all applicable private and governmental authorities, final zoning, plat, site plan, subdivision and other applicable development approvals, permits, licenses, easements, special exceptions, agreements, entitlements, variances and temporary police training facility relocation (collectively, the "Seller Development Approvals"), in connection with Seller's development of the land more particularly described on Exhibit A-2 attached hereto (the "County Retained Property") for use substantially in accordance with Seller's current use of the Property as a police and/or emergency services training facility, which includes but is not limited to a firing range, defensive driving course and associated facilities. No Seller Development Approvals shall be binding on Purchaser without Purchaser's prior written consent, which consent may be withheld in its sole discretion. Additionally, upon Purchaser's reasonable written request (which may be delivered via email), Seller shall provide monthly updates (telephonically or in writing, which may be delivered via email) regarding the status of Seller's efforts toward obtaining the Seller Development Approvals. All costs necessary to obtain the Seller Development Approvals shall be the sole cost of Seller.

(c) Extension of Contingency Period.

(i) Extension by Purchaser. If, prior to the then-scheduled expiration of the Contingency Period, Purchaser determines, in its reasonable discretion, that it will be unable to timely obtain the Purchaser Development Approvals in accordance with Section 4.9(a), and provided that Purchaser has used commercially reasonable efforts to obtain the Purchaser Development Approvals, then Purchaser shall have the option to extend the Contingency Period two (2) times for a period of ninety (90) days each (180 days in the aggregate) (each, a "Purchaser Contingency Extension", and collectively, the "Purchaser Contingency Extensions") by providing written notice to Seller of Purchaser's election to extend the Contingency Period (each, a "Contingency Extension Notice") and, for each such extension, depositing the amount of Fifty Thousand and 00/100 Dollars ($50,000.00) with the Escrow Agent (each, a "Contingency Extension Fee") in immediately available funds not later than three (3) business days after delivery of such Contingency Extension Notice. Each Contingency Extension Fee shall form part of the Additional Deposit and be non-refundable to Purchaser, subject to the provisions of this Agreement.

(ii) Extension by Seller. If, prior to the then-scheduled expiration of the Contingency Period, Seller determines, in its reasonable discretion and provided that Seller has used commercially reasonable efforts to obtain the Seller Development Approvals, that it will be unable to obtain the Seller Development Approvals, then Seller shall have the option to extend the Contingency Period not more than two (2) times for a period of ninety (90) days each (180 days in the aggregate) (each, a "Seller Contingency Extension",

and collectively, the "Seller Contingency Extensions") by providing written notice to Purchaser, on or prior to the then-scheduled expiration of the Contingency Period, of Seller's election to extend the Contingency Period.

ARTICLE 5:CONDITIONS PRECEDENT

5.1 Purchaser's Conditions. Notwithstanding anything in this Agreement to the contrary, Purchaser's obligation to purchase the Property shall be subject to and contingent upon the satisfaction or waiver of the following conditions precedent:

(a) Performance. Seller shall have performed in all material respects its obligations under this Agreement on and as of the Closing Date. The representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects when remade on and as of the Closing Date, subject to Section 9.3 below.

(b) Purchaser Development Approvals. The Purchaser Development Approvals shall have been received and satisfied in Purchaser's sole and absolute discretion. There shall have been no occurrence that materially and adversely affects the Purchaser Development Approvals obtained by Purchaser, as determined by Purchaser in its sole discretion.

(c) County Notices and Approvals. Seller shall have satisfied all state and county notice requirements for public hearings or otherwise, and received all necessary approvals from its governing body required, to convey the Property to Purchaser.

(d) Actions. There shall exist no pending or, to the best of Seller's knowledge, threatened action, suit or proceeding with respect to Seller or the Property before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated hereby (including (i) Seller's ability to perform its obligations hereunder and (ii) the Purchaser Development Approvals).

(e) Title Policy. The issuance by the Title Company (or the irrevocable commitment to issue, subject only to the payment of the applicable premiums and other conditions that are not obligations of Seller under this Agreement) of an owner's policy of title insurance, dated as of the Closing Date, insuring Purchaser as owner of the Property, subject to no exceptions other than the Permitted Exceptions.

5.2 Seller Conditions. Notwithstanding anything in this Agreement to the contrary, Seller's obligation to sell the Property shall be subject to and contingent upon the satisfaction or waiver of the following conditions precedent:

(a) Performance. Purchaser shall have performed in all material respects its obligations under this Agreement on and as of the Closing Date. The representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects when made and shall be true and correct in all material respects when remade on and as of the Closing Date.

(b) Seller Development Approvals. The Seller Development Approvals shall have been received and satisfied in Seller's sole and absolute discretion. There shall have been no occurrence that materially and adversely affects the Seller Development Approvals obtained by Seller, as determined by Seller in its sole discretion.

5.3 Failure or Waiver of Conditions Precedent. In the event any of the conditions set forth in Sections 5.1 or 5.2 are not fulfilled or waived, the party benefitted by such conditions may, by written notice to the other party, either (i) terminate this Agreement, whereupon all rights and obligations hereunder of each party shall be at an end, except those that expressly survive any termination, or (ii) extend the time available for satisfaction of such condition by up to a total of ten (10) business days. If such party elects to proceed pursuant to clause (ii) above, and such condition remains unsatisfied after the end of such extension period, then, at such time, such party may elect to proceed

to terminate this Agreement pursuant to clause (i) above or waive such condition pursuant to the following sentence. Either party may, at its election, at any time or times on or before the date specified for the satisfaction of the condition, waive in writing the benefit of any of its respective conditions set forth in Sections 5.1 and 5.2 above. In the event this Agreement is terminated as a result of the failure of any condition set forth in Sections 5.1 or 5.2(b), Purchaser shall be entitled to a refund of the Earnest Money. A termination of this Agreement due to a failure of the conditions set forth in Section 5.2(a) is subject to the provisions of Section 9.1.

5.4 Appropriations. To the extent this Agreement is construed to impose any financial obligations upon the Seller, any such financial obligations shall be binding to the extent of appropriations by the Fairfax County Board of Supervisors, and Seller's failure to obtain or receive sufficient appropriations for this Agreement will not constitute a default under this Agreement.

ARTICLE 6: CLOSING

6.1 Closing. The consummation of the transactions contemplated herein ("Closing") shall occur on the Closing Date through the Title Company. Upon completion of the deliveries pursuant to Sections 6.2 and 6.3 below, satisfaction of the other conditions to Closing herein set forth and performance by each party of its obligations required to be performed prior to or at the Closing, the parties shall direct the Escrow Agent to make such deliveries and disbursements according to the terms of this Agreement.

6.2 Seller's Deliveries in Escrow. On or before the Closing Date, Seller shall deliver in escrow to the Title Company the following:

(a) Deed. A quitclaim deed in the form set forth on Exhibit B attached hereto (the "Deed"), executed and acknowledged by Seller, conveying to Purchaser fee simple title to the Real Property and Improvements owned by Seller thereon, subject only to Permitted Exceptions;

(b) Assignment and Bill of Sale. An Assignment and Bill of Sale in the form of Exhibit C attached hereto, executed by Seller, vesting in Purchaser good title to the property described therein free of any claims, except for the Permitted Exceptions to the extent applicable (the "Assignment and Bill of Sale");

(c) State Law Disclosures. Such disclosures and reports as are required from a seller by applicable state and local law in connection with the conveyance of real property;

(d) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller;

(e) Owner's Affidavit. The Owner's Affidavit executed by Seller;

(f) Closing Statement. A closing statement for the Property prepared by the Escrow Agent and approved by Seller and Purchaser (the "Closing Statement"). Seller shall use commercially reasonable efforts to provide information to the Escrow Agent sufficient for the Escrow Agent to deliver a comprehensive draft of the Closing Statement a minimum of two (2) business days prior to the Closing Date;

(g) Intentionally deleted;

(h) Certificate. A certificate from Seller that each of the representations and warranties of Seller contained in Section 8.1 of this Agreement, is true and correct in all material respects as set forth herein as of the Closing Date, subject to the provisions of Section 9.3(b);

(i) Intentionally deleted;

(j) Authority. Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Escrow Agent and the Title Company;

(k) Subdivision Plat. A subdivision plat executed by Seller and all other necessary signatories, subdividing the Land from the County Retained Property and in recordable form to be recorded in the Fairfax County land records at Closing; and

(l) Additional Documents. Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement, including, without limitation, transfer tax forms.

6.3 Purchaser's Deliveries in Escrow. On or before the Closing Date, Purchaser shall deliver in escrow to the Escrow Agent or Title Company, as applicable, the following:

(a) Purchase Price. On the Closing Date, Purchaser shall deliver the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations, deposited by Purchaser with the Escrow Agent in immediate, same-day federal funds wired for credit into the Escrow Agent's escrow account;

(b) Assignment and Bill of Sale. The Assignment and Bill of Sale executed by Purchaser to the Title Company;

(c) Certificate. A certificate from Purchaser that each of the representations and warranties of Purchaser contained in Section 8.2 of this Agreement, is true and correct in all material respects as set forth herein as of the Closing Date;

(d) Closing Statement. A Closing Statement executed by Purchaser; and

(e) Additional Documents. Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement, including, without limitation, transfer tax forms or declarations.

6.4 Possession. Seller shall deliver vacant possession of the Property to Purchaser at the Closing.

6.5 Intentionally deleted.

6.6 Intentionally deleted.

6.7 Closing Costs.

Subject in all respects to the provisions of that certain Cost-Sharing Agreement, dated as of September 10, 2025 by and between Seller and Purchaser (the "Cost-Sharing Agreement"), each party shall pay all or its respective portion of the following costs as indicated below:

(a) Survey for the Property – Purchaser.

(b) Owner's Title Policy, exclusive of any endorsements – Purchaser.

(c) Endorsements for Owner's Title Policy – Purchaser.

(d) Virginia State Grantee Tax – Purchaser.

(e) Virginia State Grantor Tax and the Regional Congestion Relief-Grantor Fee – Seller (unless Seller is exempt).

(f) Recording charges:

(i) Instruments to remove encumbrances that Seller is obligated to remove pursuant to the terms of this Agreement, if any – Seller.

(ii) Deed – Purchaser.

(g) Appraisals, engineering studies, termite inspections, environmental inspections and other inspections and tests desired by Purchaser – Purchaser.

(h) Other – The Escrow Agent's escrow fee shall be evenly divided between the parties.

Each party shall pay its own attorneys' fees. Any costs associated with any financing that Purchaser may obtain shall be borne solely by Purchaser. Purchaser shall pay one hundred percent (100%) of any escrow cancellation fee or other fees due upon a termination of this Agreement. All other costs shall be borne according to local custom. The provisions of this Section 6.7 shall survive the Closing and any earlier termination of this Agreement. To the extent of any conflict between this Section 6.7 and the Cost-Sharing Agreement, the terms of the Cost-Sharing Agreement shall prevail.

6.8 Purchase Price. On the Closing Date, Purchaser shall deliver the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations, deposited by Purchaser with the Escrow Agent in immediate, same-day federal funds wired for credit into the Escrow Agent's escrow account.

6.9 Close of Escrow. Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Escrow Agent to immediately make disbursements according to the Closing Statement executed by Seller and Purchaser, and thereafter to record and deliver the documents described above to the appropriate parties.

ARTICLE 7: PRORATIONS

Prorations and adjustments shall be made as of the Closing Date with respect to the Property as set forth in this Article 7.

7.1 Prorations. Not less than five (5) days prior to Closing, Seller shall provide to Purchaser such information and verification reasonably necessary to support the prorations and adjustments under this Article 7. In each such proration set forth below, the portion thereof applicable to periods beginning as of Closing shall be credited to Purchaser or charged to Purchaser as applicable and the portion thereof applicable to periods ending as of Closing shall be credited to Seller or charged to Seller as applicable, based on the actual number of days in the applicable period, the Closing Date being a day of income and expense to Purchaser. If the Purchase Price is received by Seller's depository bank by 5:00 p.m. on the Closing Date, the day of Closing shall belong to Purchaser and all prorations hereinafter provided to be made as of the Closing shall each be made as of the end of the day before the Closing Date. If the Purchase Price is not timely so received by Seller's depository bank, but is received thereafter on the Closing Date, then the day of Closing shall belong to Seller and such proration shall be made as of the next business day following the Closing Date. In each such proration set forth below, the portion thereof applicable to periods beginning as of Closing shall be credited to Purchaser or charged to Purchaser as applicable and the portion thereof applicable to periods ending as of Closing shall be credited to Seller or charged to Seller as applicable.

(a) Taxes and Assessments. Seller is exempt from real estate taxes and assessments. Purchaser will be responsible for all real estate taxes and assessments for the Property on and after the Closing Date.

(b) Utilities. Utilities, including water, sewer, electric, and gas, based upon the last reading of meters prior to the Closing shall be prorated. Seller shall obtain meter readings on the day before the Closing Date, and Seller shall pay at Closing the bills therefor for the period to the day preceding the Closing, and Purchaser shall pay the bills therefor for the period subsequent thereto. If the utility company will not issue separate bills, Purchaser will receive a credit against the Purchase Price for Seller's portion and will pay the entire bill prior to delinquency after Closing. If any such meter reading for any utility is not available, then adjustment therefor shall be made on the basis of the most recently issued bills therefor which are based on meter readings no earlier than thirty (30) days before the Closing Date; and such adjustment shall be reprorated when the next utility bills are received.

(c) Intentionally deleted.

(d) Final Adjustment After Closing. If final prorations cannot be made at Closing for any item being prorated under this Section 7.1, then Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as invoices or bills are available and applicable reconciliations with tenants have been completed, with final adjustment to be made as soon as reasonably possible after the Closing but no later than one hundred twenty (120) days thereafter (except as to real estate taxes normally payable in the tax year in which the Closing occurs, the final adjustment with respect to which shall take place not later than thirty (30) days after the later to occur of receipt of the tax notice or the final disposition of any Appeal thereof), to the effect that income and expenses are received and paid by the parties on an accrual basis with respect to their period of ownership. Payments in connection with the final adjustment shall be due within ten (10) days of written notice. Seller and Purchaser shall have reasonable access to, and the right to inspect and audit, the other's books to confirm the final prorations.

7.2 Utility Deposits. Purchaser shall be responsible for making any deposits required with utility companies.

7.3 Sale Commissions. Seller and Purchaser each represent and warrant to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction.

7.4 Wages. Purchaser shall not be liable for any wages, fringe benefits, payroll taxes, unemployment insurance contributions, accrued vacation pay, accrued pay for unused sick leave, accrued severance pay and other compensation accruing before Closing for employees at the Property or arising from the termination of such employees at or prior to Closing. Purchaser shall not be liable for any obligations accruing before Closing under any union contract or multi-employer pension plan applicable to any such employees or arising from the termination of any such employees at or prior to Closing.

7.5 The provisions of this Article 7 shall survive Closing.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.1 Seller's Representations and Warranties. Seller, for itself, solely as it relates to the Property, represents and warrants to Purchaser:

(a) Organization and Authority. Seller is a governmental body politic and corporate and has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

(b) Conflicts and Pending Action. There is no agreement to which Seller is a party or to Seller's knowledge is binding on Seller which would prevent Seller from executing or performing its obligations under this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened in writing, against Seller or the Property, that materially and adversely affects, or with the passage of time, may materially and adversely affect, the Property or Purchaser's intended use thereof. There is no action or proceeding pending or, to Seller's knowledge, threatened in writing, against Seller or the Property including condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

(c) Leases. There are no Leases affecting all or any portion of the Real Property.

(d) Service Contracts. There are no Service Contracts affecting all or any portion of the Real Property.

(e) Permits, Legal Compliance, and Notice of Defects. Seller has not received any notices of violations or alleged violations of any laws, rules, regulations or codes, including building codes, with respect to the Property (including the use thereof) which have not been corrected to the satisfaction of the issuer of the notice or withdrawn.

(f) Intentionally deleted.

(g) Intentionally deleted.

(h) Intentionally deleted.

(i) Intentionally deleted.

(j) No Options to Purchase. Neither the Property nor any part thereof is subject to any purchase contract, option to purchase, option to lease or right of first refusal or offer with respect to the Property or any part thereof, other than pursuant to this Agreement.

(k) Condemnation. There are no existing or, to the best of Seller's knowledge, threatened (in writing) condemnation or eminent domain proceedings (or proceedings in lieu thereof) as of the Effective Date affecting the Property or any portion thereof.

(l) Employees. There are no employees of Seller at work at the Property for whom Purchaser would have any responsibility after the Closing.

(m) Intentionally deleted.

(n) OFAC. None of Seller or, to Seller's knowledge, any of its employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(o) Intentionally deleted.

(p) Intentionally deleted.

"Seller's knowledge" as used in this Agreement means the current actual knowledge of Deputy County Executives Jennifer L. Miller, Thomas G. Arnold, and Ellicia Seard-McCormick, without any duty of inquiry or investigation, and Seller agrees that such persons are persons who would have knowledge of the representations and matters set forth in this Agreement. In no event shall Purchaser have any personal claim against the above-named individuals as a result of the reference thereto in this Agreement, and Purchaser waives and releases all such claims which Purchaser may now have or may later acquire against such individual in connection with the transaction contemplated in this Agreement.

8.2 Purchaser's Representations and Warranties. Purchaser, for itself, represents and warrants to Seller that:

(a) Organization and Authority. Purchaser has been duly organized and is validly existing, in good standing in the State of Delaware and is qualified to do business in the state in which the Property is located. Purchaser has the full right and authority to, and has obtained any and all consents required to, enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

(b) Conflicts and Pending Action. There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which would prevent Purchaser from executing or performing its obligations under this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened in writing against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

(c) OFAC. Neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

ARTICLE 9: DEFAULT AND DAMAGES

9.1 Default by Purchaser. If Purchaser (a) fails to deliver the Purchase Price or the items required to be delivered by Purchaser pursuant to this Agreement on the Closing Date or (b) (i) shall otherwise default in a material obligation (other than those obligations covered by clause (a) above), and (ii) in each case such condition continues for ten (10) business days after written notice (which written notice shall describe such condition with reasonable specificity) from Seller, but in no event beyond the Closing Date, and provided Seller is not in default under this Agreement, then Purchaser agrees that Seller shall have the right, as its sole and exclusive remedy to terminate this Agreement and obtain and retain, and to unilaterally instruct the Escrow Agent to deliver to Seller, the Earnest Money as liquidated damages to recompense Seller for time spent, labor and services performed, and the loss of its bargain. Purchaser and Seller agree that it would be impracticable or extremely difficult to affix damages if Purchaser so defaults and that the Earnest Money, together with the interest thereon, represents a reasonable estimate of Seller's damages. Seller agrees to accept the Earnest Money as Seller's total damages and relief hereunder if Purchaser so defaults and Seller thereafter exercises their termination right; provided that a termination pursuant to this Section 9.1 will not limit Purchaser's indemnification obligations otherwise owed to Seller pursuant to this Agreement which survive a termination of this Agreement for the time periods expressly provided in this Agreement for such obligations.

9.2 Default by Seller. If Seller shall default (i) in a material obligation to be performed on the Closing Date, or (ii) in a material obligation to be performed prior to the Closing Date (and, with respect to any default under this clause (ii) only, such default shall continue until the earlier of (x) ten (10) business days after notice to Seller and (y) the Closing Date), Purchaser's sole remedy shall be to elect one of the following: (a) to terminate this Agreement with respect to the Property, in which event Purchaser shall be entitled to the return of the Earnest Money and Seller shall reimburse Purchaser for all actual out of pocket fees, costs and expenses incurred by Purchaser in connection with the acquisition of the Property in an amount not to exceed $750,000 within forty-five (45) days after such termination and receipt of documentary evidence of the same, or (b) to bring a suit for specific performance, provided that Purchaser must commence such an action within sixty (60) days of Purchaser obtaining knowledge of Seller's default, or else such remedy is waived.

9.3 Limitations.

(a) The representations and warranties of Seller contained in this Agreement and in any document executed by Seller pursuant to this Agreement shall survive Purchaser's purchase of the Property only for a period commencing on the Closing Date and ending on that date which is six (6) months after the Closing Date (the "Limitation Period"). No claim for a breach of any representation, warranty or covenant shall be actionable or payable unless the claims for all such breaches and claims against Seller exceed $50,000.00, in which event Seller shall be liable for the entire amount thereof from dollar one of such claim. Seller's liability for claims arising out of warranties and representations of Seller contained in this Agreement and in any document executed by Seller pursuant to this Agreement shall not exceed one and one-half percent (1.5%) of the Purchase Price (the "Liability Cap"). Purchaser shall provide written notice to Seller prior to the expiration of the Limitation Period of any alleged breach of such warranties or representations or covenants. Purchaser shall allow Seller thirty (30) days within which to cure such breach or settle such claim, or, if such breach or settlement cannot reasonably be cured or accomplished within thirty (30) days, an additional reasonable time period not to exceed ninety (90) days, so long as such cure has been commenced within such thirty (30) days and is being diligently pursued. If Seller fails to cure such breach or settle such claim after written notice and within such cure period, Purchaser's sole remedy shall be an action at law for actual damages as a consequence thereof (subject, together with any other claims brought under this Section 9.3(a), to the Liability Cap), which must be commenced, if at all, within thirty (30) days following the later of the expiration of the Limitation Period and the expiration of Seller's cure period under this Section 9.3(a). If Purchaser either fails to

provide written notice to Seller prior to the expiration of the Limitation Period of any alleged breach of Seller's warranties or representations or covenants or thereafter fails to file suit within thirty (30) days after the Limitation Period, then Purchaser shall waive the right to file any such claim, proceeding, litigation or action at law. The Limitation Period referred to herein shall apply to unknown as well as known breaches and claims. Except as specifically provided in this Section 9.3(a) or otherwise specified in this Agreement, none of Seller's representations, warranties, indemnities, covenants or agreements shall survive the Closing. Purchaser specifically acknowledges that such termination of liability represents a material element of the consideration to Seller. The limitation as to Seller's liability in this Section 9.3(a) does not apply to the obligations of the parties with respect to the prorations and adjustments under Article 7, which shall survive until the parties' satisfaction of their respective obligations under Article 7.

(b) Disclosure. Notwithstanding any contrary provision of this Agreement, if Seller obtains actual knowledge during the pendency of this Agreement prior to Closing of any matters which make any of its representations or warranties untrue in any material respect because of events that have occurred which are beyond Seller's control or because of new information of which Seller obtains actual knowledge, Seller shall promptly disclose such matters to Purchaser in writing. In the event that Seller so notifies Purchaser of any such matter, or Purchaser notifies Seller that Purchaser has otherwise obtained actual knowledge during the pendency of this Agreement prior to Closing of any matters which make any of Seller's representations or warranties untrue in any material respect, then such representations and warranties shall be deemed modified to reflect such matters and Seller shall bear no liability for such matters (unless the same resulted from Seller's breach of any covenant hereunder or Seller's intentional breach of such representation or warranty hereunder) and Purchaser shall have the right to elect in writing within five (5) business days after Seller's disclosure or Purchaser's notice of such matters, (i) to waive such matters and complete the purchase of the Property without reduction of the Purchase Price in accordance with the terms of this Agreement, or (ii) as to any such matter first disclosed to Seller or discovered following the expiration of the Notice Period, to terminate this Agreement and receive a return of the Earnest Money (and Seller shall instruct Escrow Agent to return the Earnest Money to Purchaser within two (2) business days) and neither party shall have any further rights or liabilities hereunder except for those provisions which expressly survive the termination of this Agreement. Purchaser's consent to the close of escrow pursuant to this Agreement shall waive any liability on the part of Seller for breaches of representations and warranties of which [_____] had actual knowledge as of the Closing.

(c) The provisions of this Article 9 shall survive the Closing or termination of this Agreement.

ARTICLE 10: EARNEST MONEY PROVISIONS

10.1 Investment and Use of Funds. The Escrow Agent shall invest the Earnest Money in government insured interest bearing accounts at U.S. Bank satisfactory to Purchaser upon receipt of a fully executed W-9 and investment instructions, shall not commingle the Earnest Money with any funds of the Escrow Agent or others, and shall promptly provide Purchaser and Seller with confirmation of the investments made. Notwithstanding the foregoing, funds are commingled until funds are invested. If the Closing under this Agreement occurs, the Escrow Agent shall apply the Earnest Money to the Purchase Price at Closing and deliver it to Seller.

10.2 Intentionally deleted.

10.3 Termination. If a party makes a written demand to Escrow Agent for disbursement to such party of all or a portion of the Earnest Money (an "EM Request Notice"), then such written demand shall include a reference to the provisions under this Agreement and rationale supporting such demand. Promptly following its receipt of such EM Request Notice, Escrow Agent will deliver a copy of such EM Request Notice to the other party. The other party may object in good faith to the disbursement of the Earnest Money by notice of objection delivered to and received by Escrow Agent within five (5) business days after the date of Escrow Agent's delivery of the copy of the EM Request Notice to the other party (an "EM Objection Notice"). If Escrow Agent does not timely receive an EM Objection Notice, then Escrow Agent shall deliver the Earnest Money to the party requesting the same. If Escrow Agent timely receives an EM Objection Notice, then Escrow Agent shall retain the Earnest Money until it receives mutual written instructions executed by both Seller and Purchaser agreeing as to the disposition and disbursement of the Earnest Money, or until ordered by final court order, decree or judgment, which is not subject to appeal, to deliver the Earnest

Money to a particular party, in which event the Earnest Money shall be delivered in accordance with such notice, instruction, order, decree or judgment.

10.4 Interpleader. Seller and Purchaser mutually agree that in the event of any controversy regarding the Earnest Money, unless mutual written instructions are received by the Escrow Agent directing the Earnest Money's disposition, the Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Earnest Money or, at the Escrow Agent's option, the Escrow Agent may interplead all parties and deposit the Earnest Money with a court of competent jurisdiction in which event the Escrow Agent may recover all of its court costs and reasonable attorneys' fees. Seller or Purchaser, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Escrow Agent, as well as the reasonable attorneys' fees of the prevailing party in accordance with the other provisions of this Agreement.

10.5 Liability of Escrow Agent. The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement.

10.6 Purchaser Acknowledgment. Purchaser hereby acknowledges and agrees that the Earnest Money held by Escrow Agent does not and shall not constitute property of the estate of Purchaser within the meaning of Section 541 of title 11 of the United States Code, or substantially similar provisions of state law (the "Bankruptcy Code"), and Purchaser's interest in such the Earnest Money is limited to the right to have the Earnest Money returned if and when the conditions for the return of the Earnest Money to Purchaser are satisfied as set forth herein. Purchaser hereby acknowledges and agrees that: (a) the proper delivering of notice by Seller to release the Earnest Money as provided hereunder; and/or (b) the proper release of the Earnest Money to Seller as provided hereunder shall not be a violation of any provision of the Bankruptcy Code, including, without limitation, Section 362 of the Bankruptcy Code, or require the approval of any court with jurisdiction over any case in which Purchaser is a debtor. Purchaser hereby waives any provision of the Bankruptcy Code necessary to invoke the foregoing, including, without limitation, Sections 105 and 362, and waives any right to defend against any motion for relief from the automatic stay that may be filed by Seller.

10.7 Notices. All mailings and notices from Escrow Agent to Seller and/or Purchaser, or from Seller and/or Purchaser to Escrow Agent, provided for in this Article 10 shall be in accordance with Section 11.9 of this Agreement, including being addressed to the party to receive such notice at its notice address set forth therein (with copies to be similarly sent to the additional persons therein indicated).

ARTICLE 11: MISCELLANEOUS

11.1 Parties Bound. Neither Seller, on the one hand, nor Purchaser, on the other hand, may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void; provided, however, that Purchaser may assign this Agreement without Seller's consent to an Affiliate. No assignment shall release Purchaser from any obligation or liability under this Agreement, and Purchaser will remain liable under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties. For the purposes of this Section 11.1, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with Purchaser or (b) a partnership or other entity in which Purchaser or an entity described in (a) is a partner or other owner; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

11.2 Intentionally Deleted.

11.3 Headings. The article and paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

11.4 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

11.5 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the Commonwealth of Virginia.

11.6 No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

11.7 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

11.8 Time. Time is of the essence in the performance of this Agreement.

11.9 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.1. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email, with written confirmation sent the same day by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered upon transmission of such email, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt, and in each case with a copy sent by electronic mail to the email addresses set forth in Section 1.1. Any notice sent by email or personal delivery and delivered after 5:00 p.m., New York time, shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Any notice required hereunder may be delivered by a party's legal counsel. Any party sending notice to Escrow Agent shall send a copy of such notice to the other party.

11.10 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction — to the effect that any ambiguities are to be resolved against the drafting party — shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

11.11 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for the local government of Fairfax County, Virginia, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m., New York time.

11.12 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email delivery, in electronic PDF form counterparts of the signature pages.

11.13 **WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

11.14 Limitation of Liability. None of the officers, directors, employees, members, owners, partners or shareholders of Seller shall have any personal liability for any of the liability or obligations of Seller. None of the

officers, directors, employees, members, owners, partners or shareholders of Purchaser shall have any personal liability for any of the liability or obligations of Purchaser.

11.15 Intentionally Deleted.

11.16 Jurisdiction. Each of Purchaser and Seller hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court or any United States federal court sitting in the County of Fairfax, Commonwealth of Virginia and to the jurisdiction of any state court or any United States federal court sitting in the Commonwealth of Virginia over any dispute relating to this Agreement. Each of Purchaser and Seller hereby agrees and consents that, in addition to any methods of service of process provided for under applicable laws, all service of process in any such suit, action or proceeding in any state court or any United States federal court sitting in the Commonwealth of Virginia may be made by certified or registered United States mail, return receipt requested, directed to Purchaser or Seller, as applicable, at its address for notice set forth in this Agreement.

11.17 Essex Title Disclosure. Essex Title LLC ("Essex Title") is owned indirectly in part by Starwood Capital Group Management, L.L.C., the advisor of the fund known as Starwood Global Opportunity Fund XIII, the ultimate owner of Purchaser, that may, in connection with this transaction: (i) issue title insurance if licensed to do so in the applicable jurisdiction; (ii) perform settlement or escrow services if licensed or otherwise permitted to do so in the applicable jurisdiction; and/or (iii) provide ancillary and administrative support services for title insurance underwriters that issue title insurance. In exchange for such services, Essex Title earns fees which would have otherwise been paid to third parties. For any service involving Essex Title, Essex Title will ensure that the fee charged to you is in accordance with the law, or if unregulated, consistent with market benchmarks to the extent market data is available.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,
a body corporate and politic

By: _____
Name: _____
Title: _____

[Purchaser's Signature Page Follows]

PURCHASER:

SCG GLOBAL HOLDINGS, L.L.C.,
a Delaware limited liability company

By: _____
Name:
Title:

JOINDER OF ESCROW AGENT

Escrow Agent has executed this Agreement in order to confirm that Escrow Agent shall hold the Earnest Money in escrow, and shall disburse the Earnest Money pursuant to the provisions of Article 10 hereof.

Stewart Title Guaranty Company

By:_____
Name:
Date: _____ , 2025 Title:

"Escrow Agent"

EXHIBITS

A-1	-	Legal Description of the Property
A-2	-	Legal Description of the County Retained Property
B	-	Form of Quitclaim Deed
C	-	Form of Assignment and Bill of Sale
D	-	Owner Affidavit

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY[6]

PROPOSED LOT 1
THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY
SULLY DISTRICT
FAIRFAX COUNTY, VIRGINIA

BEGINNING AT A POINT BEING A CORNER TO THE RESIDUE PARCEL OF THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY AND ON THE EASTERLY RIGHT-OF-WAY OF STONECROFT BOULEVARD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE LEAVING STONECROFT BOULEVARD AND CONTINUING WITH RESIDE PARCEL THE FOLLOWING COURSE AND DISTANCE;

S 76°52'36" E A DISTANCE OF 2257.89' TO A POINT ON THE LINE OF EXETER 3675 CONCORDE, L.P.;

THENCE LEAVING THE RESIDUE PARCEL AND RUNNING WITH EXETER 3675 CONCORDE, L.P. AND THEN AVION PARKWAY (VARIABLE WIDTH RIGHT OF WAY) AND THEN DUNHILL VILLAGE-MARLBORO L.L.C. THE FOLLOWING COURSE AND DISTANCE;

S 57°56'58" W A DISTANCE OF 635.10' TO A POINT;

THENCE CONTINUING WITH DUNHILL VILLAGE-MARLBORO L.L.C. THE FOLLOWING THREE (3) COURSES AND DISTANCES;

N 72°06'08" W A DISTANCE OF 491.74' TO A POINT;

THENCE S 07°02'52" W A DISTANCE OF 213.85' TO A POINT;

THENCE S 15°31'22" W A DISTANCE OF 555.22' TO A POINT;

THENCE CONTINUING WITH DUNHILL VILLAGE-MARLBORO L.L.C. AND THEN POOL 6 INDUSTRIAL VA LLC THE FOLLOWING COURSE AND DISTANCE;

N 76°21'15 W A DISTANCE OF 1236.94' TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF AFOREMENTIONED STONECROFT BOULEVARD;

THENCE LEAVING POOL 6 INDUSTRIAL LLC AND RUNNING WITH THE EASTERLY RIGHT-OF-WAY OF STONECROFT BOULEVARD THE FOLLOWING SIX (6) COURSES AND DISTANCES;

N 09°19'28" E A DISTANCE OF 161.64' TO A POINT;

THENCE A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 381.04', WITH A RADIUS OF 18050.51', WITH A CHORD BEARING OF N 08°43'11" E, WITH A CHORD LENGTH OF 381.03' TO A POINT;

THENCE N 08°06'54" E A DISTANCE OF 114.89' TO A POINT;

THENCE A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 52.02', WITH A RADIUS OF 273.00', WITH A CHORD BEARING OF N 14°24'14" E , WITH A CHORD LENGTH OF 51.92' TO A POINT;

[6] Exact legal description subject to final subdivision plat approved by Purchaser and Seller.

THENCE A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 57.74', WITH A RADIUS OF 263.00', WITH A CHORD BEARING OF N 14°24'14" E, WITH A CHORD LENGTH OF 57.62 TO A POINT;

THENCE IN 08°06'54" E A DISTANCE OF 402.00' TO A POINT, WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1,816,269 SQ. FT. OR 41.6958 ACRES.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE COUNTY RETAINED PROPERTY[7]

PROPOSED RESIDUE PARCEL
THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY
SULLY DISTRICT
FAIRFAX COUNTY, VIRGINIA

BEGINNING AT A POINT BEING A CORNER TO LOT 1 THE BOARD OF SUPERVISORS OF FARFAX COUNTY AND ON THE EASTERLY RIGHT-OF-WAY OF STONECROFT BOULEVARD (VARIABLE WIDTH); THENCE LEAVING LOT 1 AND CONTINUING WITH STONECROFT BOULEVARD THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

N 81°53'06" W A DISTANCE OF 12.00' TO A POINT;

THENCE N 08°06'54" E A DISTANCE OF 198.96' TO A POINT;

THENCE A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 284.46', WITH A RADIUS OF 5775.58', WITH A CHORD BEARING OF N 06°42'14" E, WITH A CHORD LENGTH OF 284.43' TO A POINT;

THENCE A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 579.54', WITH A RADIUS OF 20191.93', WITH A CHORD BEARING OF N 06°06'55" E, WITH A CHORD LENGTH OF 579.52 TO A POINT;

THENCE N 06°56'15" E A DISTANCE OF 336.56' TO A POINT BEING A CORNER TO USA (DULLES AIRPORT);

THENCE LEAVING STONCECRAFT BOULEVARD AND RUNNING USA (DULLES AIRPORT) THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

S 76°16'09" E A DISTANCE OF 2795.37" TO A POINT;

THENCE S 00°00'00" E A DISTANCE OF 820.70' TO A POINT;

THENCE S 57°59'46" W A DISTANCE OF 237.20' TO A POINT;

THENCE S 30°22'10" E A DISTANCE OF 1.42' TO A POINT BEING A CORNER TO EXETER 3675 CONCORDE, LP;

THENCE LEAVING USA AND CONTINUING WITH EXETER 3675 CONCORDE LP THE FOLLOWING COURSE AND DISTANCE;

S 57°56'58" W A DISTANCE OF 552.07' TO A POINT BEING A CORNER TO AFOREMENTIONED LOT 1;

THENCE LEAVING EXETER 3675 CONRCORD, LP AND CONTINUING WITH LOT 1 THE FOLLOWING COURSE AND DISTANCE;

N 76°52'36" W A DISTANCE OF 2257.89' TO THE POINT OF BEGINNING, HAVING AN AREA OF 3,755,563 SQ. FT OR 86.2159 ACRES.

[7] Exact legal description subject to final subdivision plat approved by Purchaser and Seller.

EXHIBIT B

FORM OF QUITCLAIM DEED

This instrument was prepared by and
when recorded return to:

_____
_____
_____

Parcel ID No. _____

Consideration: $_____

Grantee's Address: _____
_____

QUITCLAIM DEED

THIS DEED is made this _____ day of _____, 202_, by and between BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic ("Grantor"), with an address of _____ and _____, a _____ ("Grantee"), with an address of _____.

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Grantor does hereby remise, release, and forever quitclaim in fee simple unto the said Grantee, all of that lot of ground situate in the County of Fairfax, Virginia, as more particularly described on Exhibit A attached hereto (the "Property"):

TOGETHER with the improvements thereupon (if any) erected, made, or being; and any and all rights, alleys, ways, waters, oil, gas and mineral rights and interests, privileges, appurtenances, easements, advantages, to the same belonging or in anywise appertaining.

The Property is conveyed subject to all covenants, easements, conditions, restrictions and agreements contained in deeds forming the chain of title to said Property or any portion thereof.

TO HAVE AND TO HOLD the above granted property unto the Grantee, its successors and assigns, in fee simple, forever.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be signed by its authorized representatives as of the date set forth above.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA
a body corporate and politic

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that _____, as _____ for BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, whose name is signed to the foregoing instrument appeared before me and personally acknowledged the same in my jurisdiction aforesaid on behalf of the limited liability company

GIVEN under my hand and seal this ____ day of _____, 202_.

_____
Notary Public

My commission expires: _____

Notary Registration No.:_____

EXHIBIT “A”

LEGAL DESCRIPTION

[To be inserted]

EXHIBIT C

FORM OF ASSIGNMENT AND BILL OF SALE

This instrument is executed and delivered as of the ____ day of _____, 202_ pursuant to that certain Purchase and Sale Agreement ("Agreement") dated _____, 202_, by and between _____, a _____ ("Seller"), and BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic ("Purchaser"), covering the real property described in Exhibit A attached hereto ("Real Property"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Sale of Personalty. For good and valuable consideration, Seller hereby sells, transfers, sets over and conveys to Purchaser the following (the "Personal Property"):

(a) Tangible Personalty. All of Seller's right, title and interest, if any, in and to all the furniture, fixtures, equipment, and other tangible personal property owned by Seller and located in or on the Real Property except any such personal property belonging to tenants under the Leases or the management agent; and

(b) Intangible Personalty. All of Seller's right, title and interest, if any, in and to all of the following items, to the extent assignable and, except as expressly set forth in the Agreement, without representation or warranty (the "Intangible Personal Property"): A) licenses, and permits relating to the ownership of the Property, (B) if still in effect, all guaranties and warranties received by Seller from any contractor, manufacturer or other entity or person in connection with the ownership, improvement or operation of the Property (provided, however, that Seller shall retain a non-exclusive right in and to all of such warranties but only to the extent necessary to cure a breach of a representation set forth in Section 8.1 of the Agreement) and (C) all plans and specifications, architectural, mechanical and engineering drawings, and physical or architectural reports, pertaining to the Real Property and the Improvements.

2. Assumption. Purchaser hereby assumes the liability and obligations of Seller under the Contracts first arising from and after the date hereof.

3. Agreement Applies. The covenants, agreements, disclaimers, representations, warranties, indemnities and limitations provided in the Agreement with respect to the Property (including, without limitation, Section 2.4 of the Agreement), are hereby incorporated herein by this reference as if herein set out in full and shall inure to the benefit of and shall be binding upon Purchaser and Seller and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date written above.

SELLER:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,
a body corporate and politic

By: _____
Name: _____
Title: _____

[Purchaser's Signature Follows]

PURCHASER:

[_____]

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description

[To be inserted]

EXHIBIT D

FORM OF OWNER'S AFFIDAVIT

OWNER'S / BORROWER'S AFFIDAVIT (ARTIFICIAL PERSON)

[State / Commonwealth] of [affiant's locale])
) ss.
[County / Parish / City] of [affiant's locale])

Personally appeared before me, the undersigned authority, _____, who being first duly sworn, deposes and says on oath as follows:

1. That he/she is the _____ of _____ ("Affiant"), and is of legal age, has personal knowledge of the facts herein stated, and is familiar with the condition, maintenance, operation, and use of the Property (as defined below).

2. That Affiant is duly authorized to make this affidavit (the "Affidavit") on behalf of _____ ("Owner").

3. That this affidavit pertains to those certain tracts or parcels of real property located in Fairfax County, Virginia and being more particularly described on [insert exhibit containing legal description], and improvement(s) (if any) thereon (collectively, the "Property"), which Property is the subject of a title commitment or preliminary report bearing the file number _____ (the "Commitment").

4. That to the best of Affiant's actual knowledge, the following statements are true and correct, except as otherwise noted herein or on any attached exhibit containing disclosures:

   a. That Owner is lawfully seized of the Property and has good right to convey or encumber the Property.

   b. That there are no parties occupying, renting, leasing, residing in, or possessing the Property or any portion thereof pursuant to any unrecorded written or oral agreement or claim of right.

   c. That during Owner's period of ownership, Owner's possession of the Property has been peaceable and undisturbed, Owner's title to or access to the Property has never been disputed or questioned, there have been no parties claiming title to the Property or any portion thereof by reason of adverse possession or prescriptive rights, and there are no claims of encroachments or boundary line disagreements affecting the Property.

   d. That Owner has granted no contract, option to purchase, right of first offer, or right of first refusal with respect to the sale of the Property, except for:

_____
_____.

e. That there are no unrecorded outstanding mortgages, deeds to secure debt, deeds of trust, judgments, abstracts, or other monetary liens or charges against the Property or any part thereof.

f. That Owner has not granted any unrecorded easements, covenants, licenses, servitudes, or similar agreements encumbering the Property.

g. That Owner has never made any assignment for the benefit of creditors, and that there are no pending suits, proceedings, judgments, bankruptcies, executions, or receivership actions which affect the Property.

h. That no unpaid work, improvements, or repairs on or to the Property during the 123 days immediately preceding the date of this Affidavit have been done or made by any third party on behalf of the Owner or its designees. To the extent any such work is unpaid, it shall be paid at or prior to closing.

i. That there are no outstanding bills payable by Owner for labor, services, or materials used in making improvements or repairs on or to the Property, or for services of architects, surveyors, engineers, or any other service providers or suppliers in connection with the Property.

j. That there are no outstanding contracts to which Owner is a party under which work is to be performed on or to the Property, or under which labor, services, or materials are to be supplied to the Property.

k. That there are no current, uncured violations of any covenants, conditions, or restrictions affecting the Property (including private charges or assessments which have not been timely paid), and that Owner has received no notice or claim of any such violation.

l. That Owner has received no notice of any current, uncured violations of any zoning ordinances, building setback lines, subdivision laws or building permits for the Property.

m. That during Owner's period of ownership, no person has used or attempted to use the surface of the Property for the extraction or development of minerals, water, or other subsurface substances.

n. That there are no cemeteries or burial grounds located on the Property, and that there are no abandoned roads or railroad lines located on the Property.

5. That this affidavit is given for the benefit of Essex Title LLC, and that Essex Title LLC is entitled to rely on the facts herein stated in connection with the issuance,

pursuant to the Commitment, of one or more title insurance policies pertaining to the Property and the acquisition of or lending upon the Property.

6. That Owner has not and will not, from and after the effective date of the Commitment through and including the date and time of the recording of documents necessary to effectuate the transaction evidenced by the Commitment, cause or permit to arise any matter contrary to any statement made herein.

Affiant:

_____,
Not individually, but solely as _____
of _____

Print Name: _____

Sworn to and subscribed before
me this ____day of _____, 20___

_____
Notary Public

My Commission Expires:

[NOTARIAL SEAL] [Note: consider need to modify notary block to comply with state law]

Board Agenda Item
March 17, 2026

4:00 p.m.

Public Comment on Issues of Concern