REVISED

FAIRFAX COUNTY
BOARD OF SUPERVISORS
May 5, 2026

AGENDA

9:30		Presentations
9:30		Board Adoption of the FY 2027 Budget Plan and Decision Only on (1) Zoning Ordinance Amendment re: Zoning Application Fees and Planned District Recreational Facilities Minimum Expenditure; (2) Amendments to Appendix Q (Land Development Services Fee Schedule) of The Code of the County of Fairfax, Virginia Regarding Adjustment of the Fees Charged by Land Development Services for Plan Review, Permits, and Inspection Services; (3) Amendments to Chapter 62, Fire Protection, of the Code of the County of Fairfax, Virginia; (4) Amendments to Appendix Q, Section I, Subsection H, and Section II, Subsection D, of the Code of the County of Fairfax, Virginia; and (5) Proposed Amendments to Section 67.1-10-2 of the Fairfax County Code Relating to Sewer Charges
10:00		Matters Presented by Board Members
10:00		Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1		Authorization to Advertise a Public Hearing to Consider Adopting Chapter 82 (Motor Vehicles and Traffic), Article 2 (Signs, Signals and Markers), Section 10 to The Code of the County of Fairfax, Virginia Relating to Changing Speed Limits on Certain Highways
2		Authorization to Advertise a Public Hearing to Consider an Ordinance Expanding the Edison Residential Permit Parking District, District 50 (Franconia District)
3		Approval of “$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Kingstream Drive (Dranesville District)
	ACTION ITEMS	
1		Approval of First Amendment to the Phase II Design and Construction Agreement Between the Fairfax County Board of Supervisors and the City of Fairfax Regarding the Joint Redevelopment of the Willard Health Center and the Sherwood Community Center

REVISED

FAIRFAX COUNTY
BOARD OF SUPERVISORS
May 5, 2026

ACTION ITEMS (continued)

2	Approval of Fairfax Connector Summer 2026 Service Changes (Braddock, Dranesville, Franconia, Hunter Mill, Mount Vernon, Providence, Springfield, and Sully Districts)

INFORMATION ITEMS

1	Fairfax-Fall Church Community Services Board FY2027 Fee Schedule

CLOSED SESSION

Closed Session

PUBLIC HEARINGS

3:30	Public Hearing on PCA-84-L-020-28/CDPA-84-L-020-09 (RZPA-2024-FR-00030) (Kingstowne M&N LP and Federal Realty Partners LP) (Franconia District)
3:30	Public Hearing on SE-2020-MV-008 (NOVA Petroleum Realty, LLC) (Mount Vernon District)
3:30	Public Hearing on RZ-2025-FR-00011 (CIA-Beulah Street, LLC) (Franconia District)
3:30	Public Hearing on RZ-2025-FR-00009 (Joshua M. and Madison G. Patterson) (Franconia District)
3:30	Public Hearing on RZ-2025-MA-00020 (Versar Property Owner, LLC) (Mason District) (Concurrent with SEA-80-A-072-002)
3:30	Public Hearing on SEA-80-A-072-002 (Versar Property Owner, LLC) (Mason District) (Concurrent with RZ-2025-MA-00020)
3:30	Public Hearing on RZ-2024-SP-00011 (TPC Freedom I LC and TPC Freedom II LC) (Springfield District) (Concurrent with SEA-83-P-071-03, PCA-77-C-111-05 (RZPA-2024-SP-00018), and PCA-79-C-054 (RZPA-2024-SP-00017))

REVISED

FAIRFAX COUNTY
BOARD OF SUPERVISORS
May 5, 2026

PUBLIC HEARINGS (continued)

3:30	Public Hearing on SEA-83-P-071-03 (TPC Freedom II LC) (Springfield District) (Concurrent with RZ-2024-SP-00011, PCA-77-C-111-05 (RZPA-2024-SP-00018), and PCA-79-C-054 (RZPA-2024-SP-00017))
3:30	Public Hearing on PCA-77-C-111-05 (RZPA-2024-SP-00018) (TPC Freedom II LC) (Springfield District) (Concurrent with RZ-2024-SP-00011, SEA-83-P-071-03, and PCA-79-C-054 (RZPA-2024-SP-00017))
3:30	Public Hearing on PCA-79-C-054 (RZPA-2024-SP-00017) (TPC Freedom I LC) (Springfield District) (Concurrent with RZ-2024-SP-00011, SEA-83-P-071-03, and PCA-77-C-111-05 (RZPA-2024-SP-00018))
4:00	Public Hearing on AFR-2025-SU-00003 (Hickox Local Agricultural and Forestal District Renewal) (Sully District)
4:00	Public Hearing on Proposed Plan Amendment SSPA-2023-III-11UP, Samuel Morse Drive (Hunter Mill District)
4:00	Public Hearing on a Proposed Zoning Ordinance Amendment Re: Minor and Editorial Revisions and Changes to Reflect Virginia Code Updates
4:00	Public Hearing on Proposed Plan Amendment SSPA 2023-I-2B, Cavalier Club (Mason District)
4:00	Public Hearing on Proposed Plan Amendment 2025-CW-T1, Active Fairfax Transportation Plan Study
4:30	Public Hearing on, and Approval of, the Sale of 0.5 Million Gallons Per Day of Fairfax County's Unused Treatment Capacity and 2.7 Million Gallons Per Day of Conveyance Capacity at the Alexandria Renew Treatment Plant and Associated Conveyance System to the City of Falls Church
4:30	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

REVISED

FAIRFAX COUNTY
BOARD OF SUPERVISORS
May 5, 2026

PUBLIC HEARINGS (continued)

4:30	Public Hearing on a Proposal to Vacate and Abandon a Portion of Boston Boulevard (Mount Vernon District)
4:30	Public Hearing on a Proposal to Vacate and Abandon a Portion of Banting Drive (Braddock District)
4:30	Public Hearing to Consider Adopting an Ordinance to Establish a Revitalization and Redevelopment Economic Incentive Program (Dranesville, Franconia, **Hunter Mill,** Mason, **and** Mount Vernon ~~and Providence Districts~~)
4:30	Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 7-2-13, and 7-3-2, to Relocate a Polling Place (Mason District) and Relocate a Voter Satellite Office

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
May 5, 2026

9:30 a.m.

PRESENTATIONS

PROCLAMATION — To designate April 14, 2026, as Holocaust Remembrance Day in the County. Requested by Chairman McKay and Supervisor Palchik.

RESOLUTION — To recognize the 100th anniversary of the Garden Club of Fairfax. Requested by Chairman McKay and Supervisor Bierman.

PROCLAMATION — To designate May 2026 as National Water Safety Month in Fairfax County. Requested by Chairman McKay.

PROCLAMATION — To designate May 2026 as Lyme Disease Awareness Month in the County. Requested by Chairman McKay and Supervisor Herrity.

PROCLAMATION — To designate May 2026 as Fight the Bite Awareness Month in Fairfax County. Requested by Chairman McKay and Supervisor Herrity.

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

Board Agenda Item
May 5, 2026

9:30 a.m.

Board Adoption of the FY 2027 Budget Plan and Decision Only on (1) Zoning Ordinance Amendment re: Zoning Application Fees and Planned District Recreational Facilities Minimum Expenditure; (2) Amendments to Appendix Q (Land Development Services Fee Schedule) of The Code of the County of Fairfax, Virginia Regarding Adjustment of the Fees Charged by Land Development Services for Plan Review, Permits, and Inspection Services; (3) Amendments to Chapter 62, Fire Protection, of the Code of the County of Fairfax, Virginia; (4) Amendments to Appendix Q, Section I, Subsection H, and Section II, Subsection D, of the Code of the County of Fairfax, Virginia; and (5) Proposed Amendments to Section 67.1-10-2 of the Fairfax County Code Relating to Sewer Charges

ENCLOSED DOCUMENTS:
Attachment 1 – FY 2027 Budget package will be available online on Tuesday, May 5, 2026, at: http://www.fairfaxcounty.gov/budget

STAFF:
Bryan J. 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
Joe LaHait, Deputy Director, Department of Management and Budget

Board Agenda Item
May 5, 2026

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
May 5, 2026

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
May 5, 2026

ADMINISTRATIVE – 1

Authorization to Advertise a Public Hearing to Consider Adopting Chapter 82 (Motor Vehicles and Traffic), Article 2 (Signs, Signals and Markers), Section 10 to The Code of the County of Fairfax, Virginia Relating to Changing Speed Limits on Certain Highways

ISSUE:
Authorization to advertise a public hearing to consider the adoption of *Chapter 82* (Motor Vehicles and Traffic), *Article 2* (Signs, Signals and Markers), *Section 10 of the Code of the County of Fairfax, Virginia* (Fairfax County Code). The proposed ordinance authorizes the County Executive, or designee, to change speed limits on certain highways within business or residence districts.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors (BOS) authorize the advertisement of a public hearing on June 9, 2026, at 4:00 p.m., to consider the adoption of the proposed ordinance.

TIMING:
Board Action is requested on May 5, 2026, to provide sufficient time to advertise a public hearing on June 9, 2026, at 4:00 p.m. for the proposed ordinance.

BACKGROUND:
In 2024, the Virginia General Assembly amended *Virginia Code §46.2-1300* authorizing the governing body of a locality, by ordinance, to authorize its chief administrative officer to reduce speed limits to less than 25 miles per hour, but not less than 15 miles per hour, on highways located in a business district or residence district where the existing posted speed limit is 25 miles per hour. The chief administrative officer may also restore any speed limit previously reduced. A reduced or restored speed limit must be indicated by lawfully placed signs.

The proposed ordinance offered for consideration (Attachment 1) authorizes the County Executive or Designee to reduce or restore the speed limit of highways within the County located in a business or residence district, pursuant to the authority set forth in *Virginia Code §46.2-1300(A)(4)*.

Board Agenda Item
May 5, 2026

Fairfax County Department of Transportation (FCDOT) staff met with the Board Transportation Committee (BTC) on September 17 and October 29, 2024, to discuss implementation of locality-reduced speed limits (LRSL). At the direction of the BTC on October 29, 2024, FCDOT is undertaking a pilot study of 20 mph LRSL ("Pilot Study") at nine locations (one area per Supervisor District). The Pilot Study will measure the impacts of LRSL by collecting public feedback, traffic volume and speed data. FCDOT will provide an assessment to the Board of Supervisors upon completion of the Pilot Study to allow them to determine whether LRSL will continue beyond the Pilot Study.

Pilot Study zones are being developed alongside the proposed ordinance in coordination with staff from BOS district offices. The Pilot Study will be implemented in three phases of three Supervisor Districts. If the BOS approves the proposed ordinance, staff will submit the land use permit application for locality-reduced speed limits (LUP-LRSL) to the Virginia Department of Transportation (VDOT) for placement of new speed limit signs.

EQUITY IMPACT:
Implementation of reduced speed limits in Fairfax County support One Fairfax Focus Area 14, a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health, by potentially lowering driving speeds to make roads safer for those walking, biking, riding and driving.

Because LRSL would be new for Fairfax County, there is currently no data available to make an equity determination for impact. The Pilot Study will measure the impacts of LRSL using public feedback, traffic volume and speed data, which can be used to assess the equity impact if reduced speed limits are implemented beyond the Pilot Study.

FISCAL IMPACT:
Implementing reduced speed limits for the first three locations for Pilot Study is estimated to require approximately $7,500 in Operating Expenses for materials, including sign fabrication, installation and maintenance. VDOT guidance states "the locality is responsible to procure, purchase, install and maintain all signs…associated with the locality-reduced speed limit." Funds are currently available for signs and installation in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

The LRSL for the Pilot Study will be implemented by staff currently supporting the Traffic Engineering Section. No new funding for additional positions is required to complete the Pilot Study. However, it should be noted that if the Board of Supervisors decides to continue LRSL implementation after the Pilot Study, the fiscal impact of such a program, including costs for signs, installation and staff needed to run the program, would need to be assessed at that time.

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed Ordinance, Section 82-2-10 of the Fairfax County Code

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Lisa Witt, Chief, Administrative Services, FCDOT
Mena Nakhla, Equity Manager, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects, and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Vanessa Holt, Engineer IV, FCDOT

ASSIGNED COUNSEL:
John Dorsey, Assistant County Attorney

AN ORDINANCE AMENDING
ARTICLE 2 OF CHAPTER 82 OF THE FAIRFAX COUNTY CODE, RELATING TO SIGNS, SIGNALS AND MARKERS

AN ORDINANCE to amend the Fairfax County Code by adopting a new Section numbered 82-2-10, relating to changing speed limits on certain highways.

Draft of March 18, 2026.

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

1. That Section 82-2-10 is adopted, as follows:

Chapter 82 – Motor Vehicles and Traffic

ARTICLE 2. – Signs, Signals and Markers.

Section 82-2-10. –Changing speed limits on certain highways within business or residence districts.

(a) For the purposes of this Section "business district" and "residence district" have the same meanings ascribed to them in Va. Code § 46.2-100.

(b) The County Executive or Designee is authorized to reduce or restore the speed limit of any highway within the County that is located in a business district or residence district pursuant to the authority set forth in Va. Code § 46.2-1300(A)(4).

(c) Any speed limit reduced or restored pursuant to this Section will be indicated by lawfully placed signs.

(d) Prior to changing a speed limit on any highway in the state highway system pursuant to this Section, the Board of Supervisors, through the County Executive or Designee, will provide written notice of the change to the Commissioner of Highways as required by law.

2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity will not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That the provisions of this ordinance will take effect upon adoption.

GIVEN under my hand this _____ day of _____, 2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
May 5, 2026

ADMINISTRATIVE – 2

Authorization to Advertise a Public Hearing to Consider an Ordinance Expanding the Edison Residential Permit Parking District, District 50 (Franconia District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to *Appendix G of The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Edison Residential Permit Parking District (RPPD), District 50, to include Brookland Road, from Franconia Road to Foldi Street, west side; and from the northern property boundary of Tax Map #81-4((39))A to Foldi Street, east side; Pratt Street, from Brookland Road to Foldi Street, east side; and from Brookland Road to the northern property boundary of Tax Map #81-4((8)) 0005; then from the southern property boundary of Tax Map #81-4((8))0006 to Foldi Street, west side; and Foldi Street, from Pratt Street to Brookland Road, south side.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing for June 9, 2026, at 4:00 p.m., to consider adoption of the proposed amendment to Appendix G to expand the Edison RPPD, District 50.

TIMING:
Board Action is requested on May 5, 2026, to provide sufficient time for advertisement of a public hearing for June 9, 2026, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(a) of The Code of the County of Fairfax, Virginia, authorizes the Board to establish and/or expand an RPPD encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that at least 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of $10 per petitioning address is required for the establishment or

expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

Residents of Brookland Road and Pratt Street have petitioned for the expansion of District 50 due to the large number of student vehicles parked on the residential street during school hours. Staff have verified that the petitioning blocks are within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of Edison High School and thus qualify for expansion of the RPPD. Staff have also verified that all other requirements to expand the RPPD discussed above have been met.

EQUITY IMPACT:
The project area is located within a low vulnerability index. Approximately 19% of residents in this Census tract are in low-income occupations, and approximately 9% of the residents speak English less than well. Establishing residential parking restrictions to prohibit non-resident vehicles during restriction hours through community engagement and public hearing supports One Fairfax Focus Area 8 by fostering trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood. However, at this time, there is insufficient information to determine an overall equity impact related to this change.

FISCAL IMPACT:
Funding of approximately $3,700 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendment to the Fairfax County Code, Appendix G
Attachment 2: Map Depicting Proposed Expansion of Edison RPPD, District 50

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Lisa Witt, Chief, Administrative Services, FCDOT
Mena Nakhla, Equity Manager, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT

Board Agenda Item
May 5, 2026

Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

Attachment 1

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX G

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following street block in Appendix G-50, Section (b)(2), Edison Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Brookland Road (Route 1373):

From the northern property boundary of Tax Map #81-4((39))A to Foldi Street, east side.

From Franconia Road to Foldi Street, west side.

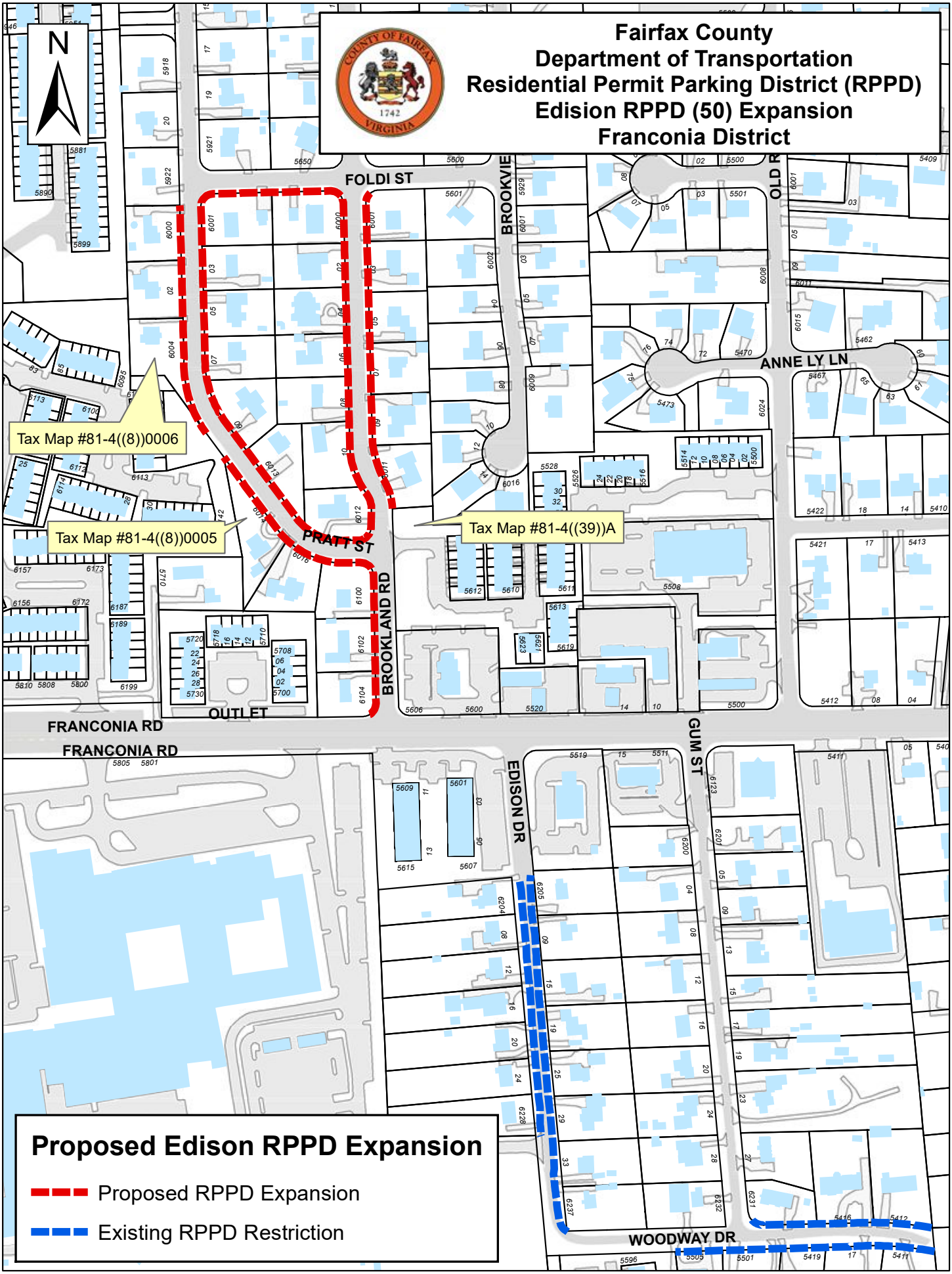
Pratt Street (Route 1374):

From Brookland Road to Foldi Street, east side.

From Brookland Road to the northern property boundary of Tax Map #81-4((8)) 0005; then, from the southern property boundary of Tax Map #81-4((8))0006 to Foldi Street, west side.

Foldi Street (Route 1375), south side:

From Pratt Street to Brookland Road.


Fairfax County
Department of Transportation
Residential Permit Parking District (RPPD)
Edision RPPD (50) Expansion
Franconia District
N
FOLDI ST
BROOKVIE
OLD R
ANNE LY LN
PRATT ST
BROOKLAND RD
OUTLET
FRANCONIA RD
FRANCONIA RD
EDISON DR
GUM ST
WOODWAY DR
Tax Map #81-4((8))0006
Tax Map #81-4((8))0005
Tax Map #81-4((39))A
Proposed Edison RPPD Expansion
Proposed RPPD Expansion
Existing RPPD Restriction

Board Agenda Item
May 5, 2026

ADMINISTRATIVE – 3

Approval of "$200 Additional Fine for Speeding" Signs as Part of the Residential Traffic Administration Program – Kingstream Drive (Dranesville District)

ISSUE:
Board endorsement of "$200 Additional Fine for Speeding" signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends approval of the resolution (Attachment 1) for the installation of "$200 Additional Fine for Speeding" signs on the following road:

- Kingstream Drive (Dranesville District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) request the Virginia Department of Transportation (VDOT) to schedule the installation of the approved "$200 Additional Fine for Speeding" signs (Attachment 2) as soon as possible.

TIMING:
Board action is requested on May 5, 2026, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:
Section 46.2-878.2 of the Code of Virginia permits a maximum fine of $200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. These residential roadways must have a posted speed limit of 35 mph or less and must be shown to have an existing speeding problem. To determine that a speeding problem exists, staff performs an engineering review to ascertain that certain speed and volume criteria are met.

Kingstream Drive (Dranesville District) meets the RTAP requirements for posting the "$200 Additional Fine for Speeding" signs. On February 25, 2026, FCDOT received verification from the Dranesville District Supervisor's office confirming community support.

Board Agenda Item
May 5, 2026

EQUITY IMPACT:
None.

FISCAL IMPACT:
For the “$200 Additional Fine for Speeding” signs, $500 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:
Attachment 1: “$200 Additional Fine for Speeding” Signs Resolution – Kingstream Drive
Attachment 2: Area Map of Proposed “$200 Additional Fine for Speeding” Signs – Kingstream Drive

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O’Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Attachment 1

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
$200 ADDITIONAL FINE FOR SPEEDING SIGNS
KINGSTREAM DRIVE
DRANESVILLE DISTRICT

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, May 5, 2026, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, Section 46.2-878.2 of the *Code of Virginia* enables the Board of Supervisors to request by resolution signs alerting motorists of enhanced penalties for speeding on residential roads; and

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Kingstream Drive. Such road also being identified as a Local Road; and

WHEREAS, community support has been verified for the installation of "$200 Additional Fine for Speeding" signs on Kingstream Drive

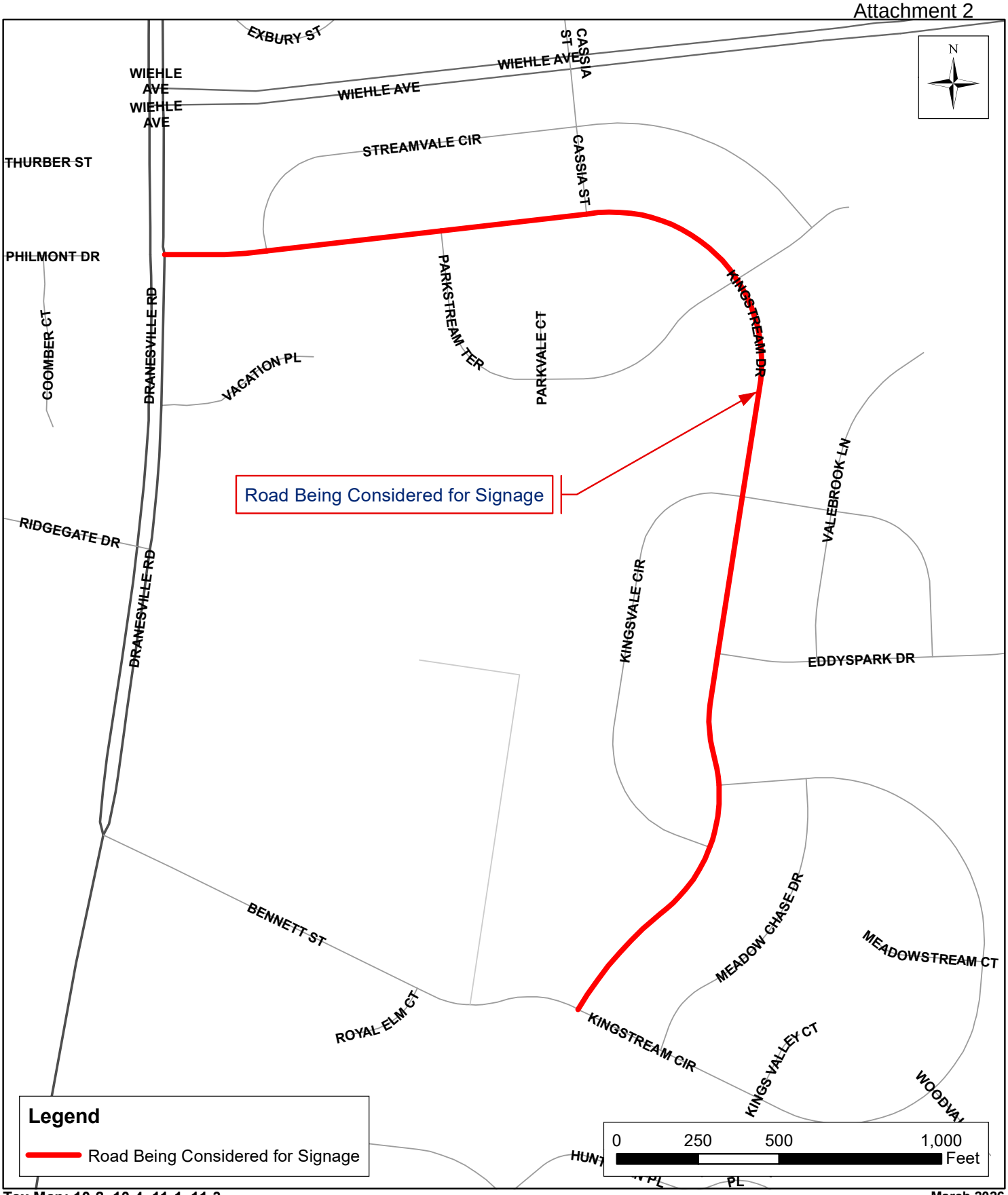
NOW, THEREFORE BE IT RESOLVED that “$200 Additional Fine for Speeding” signs are endorsed for Kingstream Drive.

AND FURTHER, the Virginia Department of Transportation is requested to allow the installation of the "$200 Additional Fine for Speeding" signage, and to maintain same, with the cost of each sign to be funded from the Virginia Department of Transportation's secondary road construction budget.

ADOPTED this 5th day of May, 2026.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 10-2, 10-4, 11-1, 11-3

March 2026

Fairfax County Department of Transportation
Residential Traffic Administration Program
Proposed $200 Additional Fine for Speeding
Kingstream Drive
Dranesville District

Board Agenda Item
May 5, 2026

ACTION – 1

Approval of First Amendment to the Phase II Design and Construction Agreement Between the Fairfax County Board of Supervisors and the City of Fairfax Regarding the Joint Redevelopment of the Willard Health Center and the Sherwood Community Center

ISSUE:
Approval of the First Amendment to the Phase II Design and Construction Agreement (Amendment) with the City of Fairfax (City), substantially in the form of Attachment 1, to update the framework to jointly fund and proceed with the Phase II construction of the joint redevelopment of the Joseph Willard Health Center (Willard Center) site located at 3750 Blenheim Blvd., City of Fairfax (Tax Map No. 57-2-02-172) and portions of the City's Stacy C. Sherwood Community Center Complex.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors (Board) approve and authorize the County Executive or his designee to sign the Amendment, substantially in the form of Attachment 1. If approved, the Amendment will be executed, pending City of Fairfax Council approval, which is anticipated to occur at its April 28, 2026, meeting.

TIMING:
Board action is requested on May 5, 2026, to facilitate the development timeline.

BACKGROUND:
The Board owns and operates the Willard Center located at 3750 Blenheim Blvd. in the City of Fairfax (Tax Map No. 57-2-02-172). The Willard Center property is approximately 2.5 acres. The current facility, which was built in 1954, totals approximately 30,000 square feet with 67 surface parking spaces. The Willard Center is a licensed facility that offers medical, nursing, dental, pharmacy, and x-ray services. It also houses the Fairfax County Health Department Vital Records and their Central Reproduction area. The Willard Center serves as one of four locations that offer the Infant and Toddler Connection (ITC) program and one of nine that offer the Women, Infants and Children (WIC) program. Due to its central location, the Willard Center is a designated Continuity of Operations site for the Health Department. Redevelopment is needed to replace aging building systems and infrastructure, as well as to meet current and future operational needs of health and human services at the Willard Center. This

project is included in the FY 2026-FY 2030 Adopted Capital Improvement Program (With Future Fiscal Years to 2035).

The City Complex, located to the north of the Willard Center on property owned by the City, contains the Sherwood Community Center, the City Police Department Headquarters, and Van Dyck Park.

On August 17, 2017, a Letter of Agreement was executed between the County and the City to explore the potential for a joint redevelopment of the Willard Center and portions of the City Complex.

On January 31, 2019, a second Letter of Agreement was executed to further refine the preferred concept.

On January 26, 2021, the Board passed a Resolution indicating the County's commitment to working with the City to finalize the scope of the joint redevelopment project.

On May 18, 2021, the Board approved a form of Phase I Design Development Agreement with the City, to allow staff to jointly select an Architectural/Engineering (A/E) consulting firm and begin work on the project design.

On January 6, 2023, the Board approved Phase II Design and Construction Agreement with the City to negotiate with the A/E and a Construction Manager at Risk (CMAR) for completion of the project design phase and negotiation of a Guaranteed Maximum Price (GMP) with the CMAR to finalize a construction contract. The Amendment acknowledges the final negotiated GMP as submitted by The Christman Company on March 25, 2026, updates the status of the project, and amends the timing of the construction funding, including the agreement for the City to pay its share quarterly.

EQUITY IMPACT:
This joint development project will provide access to a variety of health and wellness-related services, to residents of all age groups, in a central location within Fairfax County and the City of Fairfax. The existing Willard Center medical, nursing, dental, WIC, and ITC programs deliver essential services including immunization, testing, nutrition, maternity services, early intervention, and screening services to residents of low-income levels. The addition of the County's early childhood education program will address the need for childcare and a head start on education identified in the area, available to both County and City residents. Co-location of the City's senior center, gymnasium, and fitness facility will further provide access to wellness and recreational opportunities in this area.

The project has undergone extensive community engagement and outreach with County and City residents and stakeholders, including minority groups, multi-lingual communities, faith alliance communities, as well as historically under-represented groups.

FISCAL IMPACT:
This action will enable the County to enter into the Amendment with the City to jointly fund the construction phase of the project. The current Total Project Estimate is $127,158,738, which includes costs for the full project design and construction. Based on the final negotiated GMP, the County's share of the overall project cost is $73,369,184. Funding in the amount of $76,000,000 is currently approved for the County's share of the project costs.

ENCLOSED DOCUMENTS:
Attachment 1 - First Amendment to the Agreement with attachments
Attachment 2 - Phase II Design and Construction Agreement dated January 6, 2023

STAFF:
Jennifer Miller, Deputy County Executive
Chris Leonard, 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, CAP, Building Design and Construction Division (BDCD), DPWES
Martha Sansaver, Chief, CAP, BDCD, Building Design Branch, DPWES

ASSIGNED COUNSEL:
Susan Timoner, Assistant County Attorney

FIRST AMENDMENT TO
JOINT WILLARD/SHERWOOD REDEVELOPMENT
PHASE II DESIGN AND CONSTRUCTION AGREEMENT

THIS First Amendment (the "Amendment") is entered into as of _____, 2026 (the "Effective Date") and is made a part of the following agreement:

Agreement:	Joint Willard/ Sherwood Redevelopment Phase II Design and Construction Agreement
Parties:	BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, acting in its proprietary capacity and not in its governmental or regulatory capacity (the "County") CITY OF FAIRFAX, VIRGINIA, a Virginia municipal corporation (the "City")
Date of Agreement:	January 6, 2023

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is mutually agreed that the Agreement is amended by this Amendment as follows:

1. The Parties desire to memorialize in this Section 1 certain actions that have occurred pursuant to the terms of the Agreement:

(a) The Parties have chosen Concept 1 – Below Grade Garage as the Project design, pursuant to the drawings by Grimm + Parker Architects dated October 1, 2025, and last amended on March 6, 2026, and as may be further revised and updated. A conceptual rendering of the Concept 1 Project design is shown on Attachment A to this Amendment.

(b) Pursuant to Section 2.4(b) of the Agreement, upon the Parties entering into this Amendment, the County, with the concurrence of the City, intends to award the Construction Contract to The Christman Company as the Construction Manager at Risk. It is anticipated that the award will be made in June 2026.

2. The Development Schedule described in Section 1.1(a) of the Agreement and set forth on Exhibit B to the Agreement is revised and replaced by the attached Revised Exhibit B.

3. As a result of choosing a Project design and pursuant to Section 1.2(a) of the Agreement, the Preliminary Budget, which was attached to the Agreement as

Exhibit C, is revised and replaced with the final budget (the "Revised Final Budget") attached to this Amendment as Revised Exhibit C.

(a) The Revised Final Budget is based on the final negotiated Guaranteed Maximum Price (GMP) as submitted by The Christman Company on March 25, 2026, and supersedes anything in subsections 1.2(c), (d), and (e) of the Agreement to the contrary.

(b) The Revised Final Budget includes a base contract amount for the Project plus an option for an addition to the Sherwood Performing Arts space. The Sherwood Performing Arts space option will be fully funded by the City and is at the City's option to pursue or not pursue. The decision to pursue or not must be made prior to execution of the construction contract with The Christman Company, which is anticipated to be in June 2026.

4. Section 1.2(b) of the Agreement is amended by deleting the last sentence and replacing it with the following: "Each Party is responsible for its own project management fees during the design phase of the Project. Project management fees for construction administration will be included in the Revised Final Budget."

5. Section 3.3 of the Agreement is amended and replaced with the following:

Section 3.3 Construction Funding.

(a) The total cost of construction was determined during negotiation of the GMP. The Parties will be responsible for their share of the construction costs as set forth in the Final Revised Budget.

(b) The County will be responsible for reviewing, approving, and paying all CMAR and other construction-related invoices. The City will remit payments to the County on a quarterly basis, in arrears, for its share of the construction-related expenditures as follows:

(1) Hard construction costs (the "Hard Costs") shall correspond to the actual costs incurred during the immediately preceding three-month period, as set forth on the monthly payment requisitions submitted by the CMAR for such three-month period. The City's financial obligation for such Hard Costs will be calculated in accordance with the cost-sharing allocation set forth on the Revised Exhibit C.

(2) Soft costs related to the construction (the "Soft Costs" and together with the Hard Costs, the "Construction Costs") have been estimated based on the cash flow projection and distributed quarterly over the construction period, as set forth on the attached Exhibit D. There will be a true up of the Construction Costs pursuant to subsection (e) below.

(c) The County will provide copies of the CMAR's invoices, together with any additional backup for the relevant three-month period, with each quarterly payment notice to substantiate the amount due from the City.

(d) The City will have 30 days after receipt of the County's quarterly payment notice to reimburse the County for the City's share of Construction Costs as set forth in the payment notice.

(e) Upon construction completion, the County will prepare and provide to the City a reconciliation of actual Construction Costs for the entire construction period against the payments made by the City pursuant to this Section 3.3, with a computation of whether the payments made by the City resulted in an overpayment or underpayment of its share of the Construction Costs. If the reconciliation reveals that the City has overpaid its share of the Construction Costs, then the County will return such overpayment. If the reconciliation reveals that the actual Construction Costs were higher than what the City paid, then the City will make a lump sum payment to the County equal to such amount.

(f) If any quarterly payment due under subsection (d) above is not paid in full within 30 days after receipt by the City of a notice from the County of such delinquent amount, then a late charge equal to 5% of the unpaid amount shall be assessed, and the unpaid amount shall bear interest at the rate of 10% from the due date until such date actually paid. The foregoing provision shall not be construed to extend the date of payment of any sums required to be paid hereunder or relieve the City of its obligation to pay all such sums at the time or times herein stipulated

6. Miscellaneous.

(a) Except as set forth in this Amendment, the Agreement shall remain in full force and effect.

(b) This Amendment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

(c) All capitalized terms not defined in this Amendment shall have the meaning ascribed to them in the Agreement.

(d) This Amendment may be executed by the Parties in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signatures on the following page]

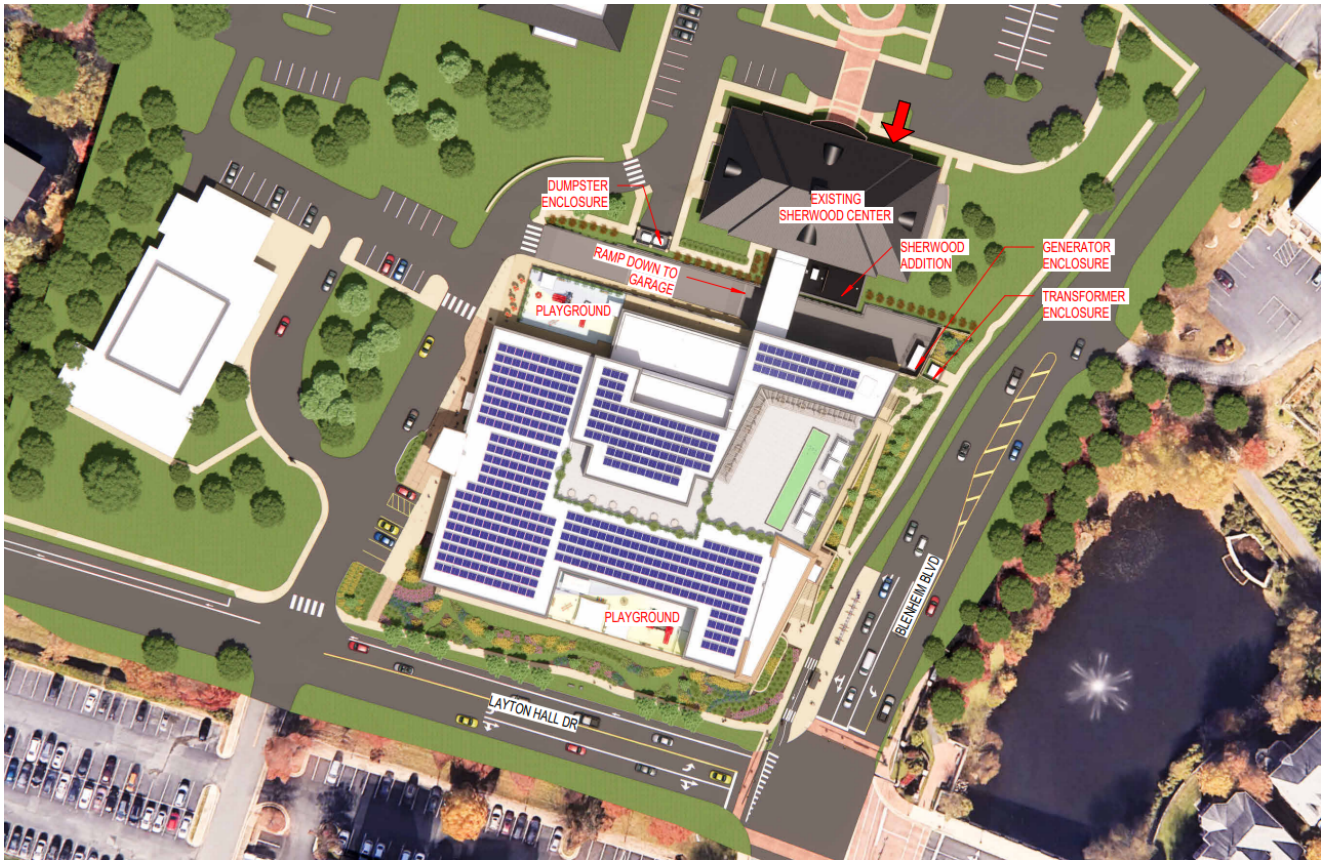
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By:_____
Name:
Title:

CITY OF FAIRFAX, VIRGINIA

By:_____
Name:
Title:



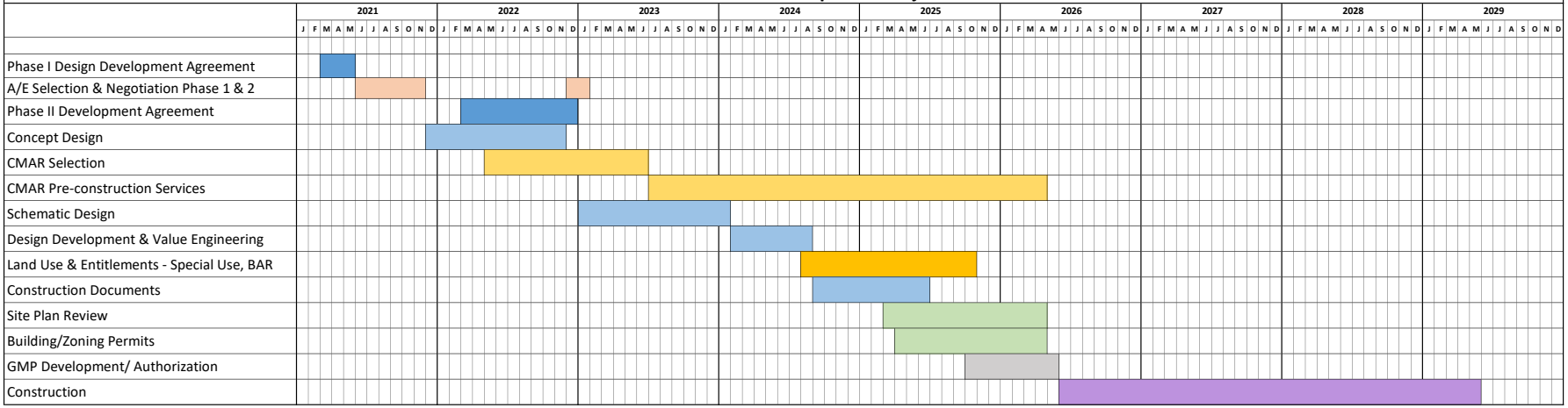
Site Layout with below-grade garage



View from intersection of Blenheim Blvd. and Layton Hall Dr.

April 14, 2026

Willard-Sherwood Joint Development Project Timeline



April 14, 2026

Revised Exhibit C

Attachment 1

Willard-Sherwood Health and Community Center

Revised Final Budget - Based on 3/25/2026 GMP

Concept 1 (Below-grade Garage)

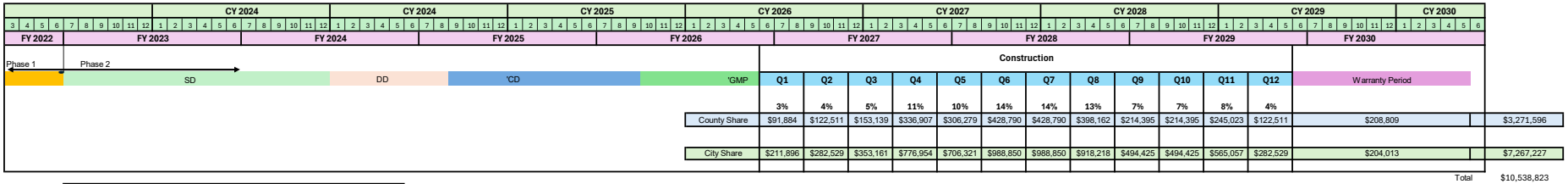
	Total Costs	County Costs 58%	City Costs 42%	Notes	
Design Phase :					
Design Consultant A/E fees	$8,409,893	$4,877,738	$3,532,155		Soft Costs
Permit & Regulatory fees, Surveys & Tests, CMAR Pre-construction and specialty consultants	$691,080	$400,826	$290,254		
Sub Total Design Phase	**$9,100,973**	**$5,278,564**	**$3,822,409**		
Construction Phase - GMP :					Hard Costs
Building and Site	$79,823,507	$46,297,634	$33,525,873	Includes Escalation, Bonds, Insurance and Taxes.	
Contingencies, Allowances & CMAR Fee in GMP	$7,552,612	$4,380,515	$3,172,097		
		County Costs 64%	**City Costs 36%**	**Notes**	
Garage	$19,141,539	$12,250,585	$6,890,954	Hard Costs including Construction Contingency, Allowances & CM Services.	
Construction GMP	**$106,517,658**	**$62,928,734**	**$43,588,924**		
		County Costs 58%	**City Costs 42%**	**Notes**	Soft Costs
Owner's Contingency	$1,900,000	$1,102,000	$798,000		
Other Construction Costs	$5,500,000	$3,190,000	$2,310,000	Information Technology, Utilities, Const. Admin.	
Sub Total Construction Phase	**$113,917,658**	**$67,220,734**	**$46,696,924**		
Additional Costs:		**County Costs 100%**	**City Costs 100%**		
Temporary Facility for Health Department	$3,000,000	$3,000,000			
City Contribution-Below Grade Garage		-$3,000,000	$3,000,000		
County Costs	$869,886	$869,886		Health Dept Design Change, and Systems Furniture	
City Costs	$270,221		$270,221	Sherwood Addition Design	
FINAL TOTALS	**$127,158,738**	**$73,369,184**	**$53,789,554**		

Sherwood Performing Arts - City additional Costs	$4,000,000		$4,000,000	City's option - prior to construction contract

Exhibit D- Soft Costs Cashflow

Attachment 1

WILLARD SHERWOOD HEALTH AND COMMUNITY CENTER



	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12		
	3%	4%	5%	11%	10%	14%	14%	13%	7%	7%	8%	4%		
County Share	$91,884	$122,511	$153,139	$336,907	$306,279	$428,790	$428,790	$398,162	$214,395	$214,395	$245,023	$122,511	$208,809	$3,271,596
City Share	$211,896	$282,529	$353,161	$776,954	$706,321	$988,850	$988,850	$918,218	$494,425	$494,425	$565,057	$282,529	$204,013	$7,267,227
													Total	$10,538,823

Pre-Construction Costs Spent		Total Soft Costs	
$7,168,854	County	$10,440,450	County
$2,933,403	City	$10,200,630	City
$10,102,257		$20,641,080	

April 14, 2026

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JOINT WILLARD/SHERWOOD REDEVELOPMENT PHASE II DESIGN AND CONSTRUCTION AGREEMENT

THIS PHASE II DESIGN AND CONSTRUCTION AGREEMENT (this "Agreement") is entered into on this 6th day of JANUARY, 2023 (the "Agreement Date"), by the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, acting in its proprietary capacity and not in its governmental or regulatory capacity (the "County") and the **CITY OF FAIRFAX, VIRGINIA**, a Virginia municipal corporation (the "City"). The County and the City may each be referred to in this Agreement as a "Party," and collectively as the "Parties."

RECITALS

R-1 The County owns approximately 2.5311 acres of land at 3750 Old Lee Highway, Fairfax Virginia 22030, more particularly identified as City Tax Map No. 57-2-02-172 (the "Property"), on a portion of which is located the Joseph Willard Health Center (the "Willard Center"). The Property is further described on the attached Exhibit A.

R-2 The City owns approximately 14 acres of land at 3730 Old Lee Highway, Fairfax Virginia 22030, more particularly identified as City Tax Map No. 57-2-02-175A, on a portion of which is located the Stacy C. Sherwood Community Center (the "Sherwood Center"). The City property is further described on the attached Exhibit A.

R-3 The County and the City entered into a Phase I Design Development Agreement dated May 18, 2021 (the "Phase I Agreement"), under which they begin the work necessary to jointly develop a combined facility (the "Building") including the Willard Center and the Sherwood Center on the County-owned Willard Center site (the "Project").

R-4 Under the terms of the Phase I Agreement, the County and Grimm + Parker Architects entered into a Standard Fairfax County Agreement Between Owner and Architect dated December 8, 2021 (the "Architect Agreement").

R-5 The Parties desire to enter into this Agreement to continue moving forward with the Project.

In consideration of the mutual promises in this Agreement, and other valuable consideration, the receipt and legal sufficiency of which are acknowledged by the Parties, the Parties agree to the following:

Article I
Design and Construction Schedule; Preliminary Budget

Section 1.1 Design and Construction Schedule.

(a) The Parties have prepared a design and construction schedule (the "Development Schedule"), which is attached as Exhibit B. The dates on the Development Schedule are

best estimates as of the Agreement Date and the Parties acknowledge that the dates are subject to change throughout the Project.

(b) The Schedule will be updated periodically based on the best available information at each of the schedule milestones.

Section 1.2 Budget.

(a) Attached as Exhibit C is the preliminary budget for the Project (the "Preliminary Budget") setting forth estimated costs, as of the Agreement Date, based on the Total Project Estimate (TPE), including all soft and hard costs and contingencies based on the construction cost estimate at the end of Concept Design Phase. The Preliminary Budget includes budgets for three redevelopment options. The Parties will make a final decision on the Project design as described in Section 2.1 below. The Preliminary Budget will be updated periodically based on the best available cost information at each of the schedule milestones. The updates will be in the form of the TPE.

(b) For Budget line items that are to be a shared responsibility of the County and the City, the Budget will show the percentage for which each Party is responsible, based upon an independent cost estimate, and as set forth more fully in (c) – (j) below. Each Party is responsible for its own project management fees.

(c) Capital costs for dedicated City and County program spaces (including corridors and hallways within the specific program areas) will be calculated and paid by the respective Party. Costs for shared spaces (e.g., lobby/entrance area, shared utility space for communications, electrical, plumbing, mechanical, janitorial, common corridors) will be divided based on the pro rata share of Building square footage occupied by each Party (the "Parties' Pro Rata Share"). The current estimated Parties' Pro Rata Share is 58% County, 42% City. The Parties will amend this Agreement to update the Parties' Pro Rata Share if necessary.

(d) Site costs (e.g. outdoor playgrounds for children's programs and recreational space for senior center) associated with a particular City or County program will be paid by the respective Party. Costs for shared spaces will be divided based on percentage use by the City and County programs. General site improvements will be divided based on the Parties' Pro Rata Share.

(e) Parking costs will be determined by an average cost per space and will be divided based on the calculated parking spaces required for each Party's use. The cost of any remaining spaces will be divided based upon the Parties' Pro Rata Share.

(f) Utility costs for new service to the Building and site lighting will be divided based on the Parties' Pro Rata Share.

(g) Equipment costs and FF&E costs associated with a particular City or County program will be paid by the respective Party. Costs for equipment and FF&E in common areas will be divided based on the Parties' Pro Rata Share.

(h) Soft costs for overall Project work, including studies, designs, title work, due diligence reports, plan review, inspection fees, and preconstruction costs will be divided based on the Parties' Pro Rata Share. Licensure costs associated with a particular City or County program will be paid by the respective Party.

(i) Costs for relocating and temporarily housing existing programs will be borne by the Party responsible for the program and will not be shared.

(j) Demolition of the Willard Center will be divided based on the Parties' Pro Rata Share.

(k) The City will be solely responsible for all costs associated with construction work done to the Sherwood Center.

Section 1.3 Funding. The funding for the Project will be divided into (i) funding for the costs associated with the design phase and (ii) funding for construction costs. The Parties' contributions for the design and construction are described in Articles II and III below.

Article II
Design Phase

Section 2.1 Preliminary Design Phase. Pursuant to the Architect's Agreement, the Phase I design work (as more fully described in the Architect's Agreement) has been completed. Between the Agreement Date and the execution of an amendment to the Architect's Agreement as described in Section 2.2(b), the Parties will agree on a conceptual design for the Project.

Section 2.2 Continued Design Work.

(a) The County will negotiate with Grimm + Parker for the fee associated with the Phase II design work (as more fully described in the Architect's Agreement). Such negotiations will include input from, and agreement by, the City.

(b) This Agreement may be terminated by either Party prior to the County entering into an amendment to the Architect's Agreement (or a new architect's agreement) for the Phase II design work. If the Agreement is terminated under this Section 2.2, the Parties will be relieved from all further obligations under this Agreement but will remain obligated for any costs incurred prior to such termination, pursuant to the terms of this Agreement.

Section 2.3 Design Funding. If this Agreement is not terminated under Section 2.2(b) above, the County will enter into the amendment to the Architect's Agreement (or a new architect's agreement) for the Phase II design work with the Phase II A/E fee as agreed to by the City. The Parties will split the Phase II A/E fee based on the Parties' Pro Rata Share. The City will pay its portion of the Phase II A/E fee in a lump sum payment to the County upon full execution of the amendment. In addition, each Party will allocate an additional amount equal to 8% of its portion of the Phase II A/E Fee as contingency for any future necessary amendments to the Architect's Agreement which result in additional design costs or fees.

Section 2.4 Additional Design Phases.

(a) Schematic Design Phase. For a period of approximately six months after selection of a Project design (the "Schematic Design Phase"), the architect will prepare the Project schematic design and the construction budget. Upon completion of both the schematic design and construction budget, the County will provide notice to the City of either (i) its election to termination the Agreement or (ii) its intent to send to the architect the Notice to Proceed to Design Development Phase. The City will have 10 days from receipt of such notice to elect to terminate the Agreement. If neither Party elects to terminate the Agreement, the County will send the Notice to Proceed to Design Development Phase to the architect.

(b) Design Development Phase. For a period of approximately seven months after completion of the Schematic Design Phase (the "Design Development Phase"), the architect will prepare the Project design development documents and continue to refine the construction budget. Upon receipt of the design development submission and construction budget, the County will perform a Value Engineering (VE) study of the Project, pursuant to the Board of Supervisors' approved policy for Value Engineering of Capital Projects. The recommendations from the VE study will be provided to the City for review. Based on consensus from both Parties, the County will prepare a recommendation of the VE strategies to be incorporated into the Project, for approval by the Director of the Fairfax County Department of Public Works and Environmental Services. Upon approval of the VE recommendations, the County will provide notice to the City of either (i) its election to terminate the Agreement or (ii) its intent to send to the architect the Notice to Proceed to Construction Documents Phase. The City will have 10 days from receipt of such notice to elect to terminate the Agreement. If neither Party elects to terminate the Agreement, the County will send the Notice to Proceed to Construction Documents Phase to the architect.

(c) Zoning Approvals. The County will be responsible for seeking all necessary zoning approvals and building and site plan approvals. If the Project does not receive all necessary approvals, then the County may elect to terminate this Agreement upon any such denial.

(d) Construction Documents Phase. For a period of approximately seven months after completion of the Design Development Phase (the "Construction Documents Phase"), the architect will prepare Project construction documents and finalize the construction budget. During this phase, the County will seek zoning approval, site plan review, and building permit approvals. Upon completion of the construction documents and construction budget, the Parties will seek a Guaranteed Maximum Price ("GMP") from the Construction Manager at Risk ("CMAR"). Upon completion of the GMP negotiations, the County will provide notice to the City of either (i) its election to terminate the Agreement, (ii) its intent to award the Construction Contract to the CMAR, or (iii) its intent to release a new RFP for a bid/build contractor. The City will have 10 days from receipt of such notice to elect to terminate the Agreement. If neither Party elects to terminate the Agreement, based on consensus from both Parties, the County will (i) award contract to the CMAR or (ii) issue a new RFP.

(e) If this Agreement is terminated under any subsection of Section 2.4, the Parties will be relieved from all further obligations under this Agreement but will remain obligated for any costs incurred prior to such termination, pursuant to the terms of this Agreement.

Section 2.5 A termination of this Agreement by the City under Article II does not preclude the County from redeveloping the Property without inclusion of the City.

Section 2.6 The City is performing a concurrent evaluation of a performing arts space. The inclusion of a performing arts space in the Project will require the consent of the County. If the performing arts space is limited to an expansion of the Sherwood Center, then the County's consent will not be unreasonably withheld, provided the additional work does not impact the Project schedule. If the City desires to add the performing arts space to the Building, then the County's consent will be at its sole discretion. All design and construction costs associated with a performing arts space, if added to the Project, will be the sole responsibility of the City.

Article III
Construction Phase

Section 3.1 Use of Construction Manager At Risk. Both Parties have approved the possible use of a construction manager at risk ("CMAR") contract with a guaranteed maximum price ("GMP") for the construction of the Project. In addition, the Project will be subject to prevailing wage rates and may be subject to a project labor agreement.

Section 3.2 Selection of the Construction Manager At Risk.

(a) Request for Qualifications. The County is responsible for the procurement and recommendation of, and coordination, administration, monitoring, and management of, a CMAR for the Project, with input from the City, as set forth below. The County issued a Request for Qualification dated April 8, 2022 (the "RFQ") for the CMAR.

(b) Selection Advisory Committee. The County established a selection advisory committee (the "SAC") to evaluate the RFQ submissions. The SAC includes representatives from both the County and the City. The SAC will perform the following functions:

(1) Review and evaluate all RFQ submissions;
(2) Determine those submissions to receive a Request for Proposal ("RFP");
(3) Prepare RFP evaluation criteria;
(4) Review and evaluate all RFP submissions and conduct interviews;
(5) Recommend selection of CMAR firm for the Project.

(c) Contract Award. Upon completion of the SAC recommendation, the County shall establish a Negotiation Advisory Committee and negotiate and award the CMAR contract. If the County cannot reach an agreement for a CMAR, the Parties may agree to release a new RFP for a bid/build contractor, or either Party may elect to terminate this Agreement. If the Agreement is terminated under this Section 3.2, the Parties will be relieved from all further obligations under this Agreement but will remain obligated for any costs incurred prior to such termination, pursuant to the terms of this Agreement.

Section 3.3 Construction Funding. . The total cost of construction will be determined during negotiation of the GMP. The Parties will be responsible for their share of the construction costs as described in Section 1.2. The Parties' payment of their share of the construction costs will be subject to appropriation and bond sale timelines.

Section 3.4 True Up. After completion of the construction and final payment of all invoices, but no later than one year after substantial completion of the Project, the County will determine the final actual Total Project Costs and the Parties will make payments or refunds as necessary.

Article IV
Ownership And Use

Section 4.1 Ownership. The County owns the Property on which the Project will be built. The County will own the Building, the related parking on the Property, and all other improvements located on the Property. The City will own the furniture and fixtures located within its leased portions of the Building, as will be more detailed in the Lease Agreement.

Section 4.2 Lease. In a lease agreement that the Parties agree to negotiate in good faith, the County will grant to the City a long-term leasehold interest (the "Lease Agreement") in those portions of the Building and Property that will contain City programming as well as common area. The Lease Agreement will include customary and reasonable terms, including provisions addressing the following:

(a) Term: A lease term of approximately 99 years with automatic renewals

(b) Rent: Annual rent in the amount of $1.

(c) Programming: Agreed building usage, including acceptable programming; subleases; hours of operation; express written consent for any material programming changes; emergency usage; signage and naming rights; major events

(d) Building modifications; common areas

Section 4.3 Easements. The Parties agree to grant reciprocal easements as may be necessary to permit each Party to use that portion of the road providing access to the Building across the Property and the adjacent City-owned property.

Article V
Project Management and Operations

Section 5.1 Operation and Maintenance. No later than completion of the Project, the Parties will enter into an Operations and Maintenance Agreement (the "O&M Agreement") for the shared use of the Building. The Parties anticipate the O&M Agreement will include the following terms:

(a) Procedures for sharing and allocating rights to use common spaces and other facilities, including the allocation and reservation of designated parking, if any, and the designation of, and an explanation of rights in respect of, any joint or shared parking areas.

(b) The manner of allocating the Parties' respective shares of security, maintenance, and repair cost of common areas, including infrastructure and landscaping.

(c) The general parameters of the relationship between the Parties with respect to any shared spaces.

(d) The financial obligations of each Party and the procedures with regard to future capital costs

Section 5.2 Building Maintenance. Pending approval by the various county agencies that will be using the County portion of the Building, the Parties anticipate that the City will perform general day-to-day preventative, corrective, and routine Building and grounds maintenance, as well as custodial services, all of which will be described further in the O&M Agreement. Costs will be divided based on the Parties' Pro Rata Share, with the County invoiced monthly. Maintenance of any specialty equipment used by a Party (e.g., dental equipment, gym/fitness equipment, etc.) will be the responsibility of that Party.

Article VI
Administrative Committee

Section 6.1 Prior to the opening of the Building, the Parties will create an Administrative Committee made up of representatives from the City (DPW, DP&R, CFO) and the County (FMD, HD, OFC, DMB). The purpose of this committee will be to lead the coordination efforts of the Parties regarding Building operations.

Article VII
Agreement Term

Section 7.1 Term. This Agreement is effective as of the Agreement Date and will remain in effect until the earliest to occur of: (a) the termination of this Agreement by either Party; or (b) the date upon which the Lease Agreement and O&M Agreement have been entered into by the Parties.

Section 7.2 Termination. As set forth in Article II and III and at any point prior to entering into a construction contract for the Project, either Party may withdraw from this Agreement upon 30 days written notice to the other Party. If this Agreement is terminated, the Parties will remain obligated for any costs incurred prior to such termination, pursuant to the terms of this Agreement.

Section 7.3 A decision by either Party to not continue with the Project does not preclude either Party from separately redeveloping its property.

Article VIII
Force Majeure

Section 8.1 Force Majeure. "Force Majeure Delays" means delays in either Party's performance of its obligations under this Agreement due to acts of God or of a public enemy; acts of terrorism; unusual or extraordinary governmental delays beyond those typically anticipated for

any approval or permitting process (and in such event, only such unusual or extraordinary additional time shall constitute a Force Majeure Delay), provided that in each case the responsible Party proceeds with all reasonable due diligence to afford the government the opportunity to process approvals and permits in a timely and efficient manner; freight embargoes; inability to obtain supplies or materials or reasonably acceptable substitute supplies or materials (other than due to price) despite reasonable diligence; unusually severe weather; archeological finds on the Property or any portion thereof; unforeseen soil or environmental conditions on the Property or any portion thereof; governmental restriction; moratoria; enemy action; civil commotion; casualty; condemnation; sabotage; or events similar or related to the above which are not within the reasonable control of the Party asserting a delay or inability to perform (other than the failure to perform of a third party with whom the Party seeking the benefits of this provision has contracted). Except as may otherwise be provided in this Section, neither Party will be considered in breach of or default in any obligation under this Agreement in the event of Force Majeure Delays. Neither Party may claim a Force Majeure Delay unless it has used all reasonable and diligent efforts to minimize the delay or perform the obligation being hindered by such Force Majeure Delay. Force Majeure Delays shall not include situations caused the gross negligence or willful misconduct of a Party. Upon the termination of any Force Majeure Delays, the Parties agree that, upon the request of either Party, they will enter into a memorandum agreement showing the effect of the Force Majeure Delays on the Development Schedule.

Article IX
Defaults and Remedies

Section 9.1 Default. Either Party will be in default of this Agreement if such Party fails to perform any material obligation or requirement under this Agreement or fails to comply with any material term or provision of this Agreement and such default remains uncured for 30 days after receipt of written notice of such failure from the non-defaulting Party. If the defaulting Party fails to timely cure any default, and the Parties have attempted to resolve the issue under Section 6.2 below, the non-defaulting Party will have the following remedies:

(a) Cure the defaulting Party's default, at the defaulting Party's sole cost and expense. The defaulting Party will reimburse the non-defaulting Party its undisputed reasonable and actual out-of-pocket costs for such cure within 30 days after written demand therefor with reasonable supporting documentation; or

(b) Terminate this Agreement.

Section 9.2 Dispute Resolution. In the event of a dispute between the County and the City regarding any matters arising under this Agreement, the County and the City agree to first engage in good faith negotiations with the other in an attempt to promptly resolve such dispute before availing itself of any other remedy hereunder.

Article X
Miscellaneous

Section 10.1 Recitals. The recitals to this Agreement are true and correct and are incorporated in this Agreement by reference.

Section 10.2 Final Agreement. This Agreement and its Exhibits embody the final agreement between the Parties as to the matters that are the subject hereof, and to the extent that this Agreement and its Exhibits conflict or are inconsistent with prior agreements between the Parties regarding the Project, this Agreement and its Exhibits supersede and control over all such prior agreements. The terms of this Agreement may be amended or otherwise modified only by a written instrument duly executed by the Parties.

Section 10.3 Notices.

(a) All notices, demands or other communications between the Parties ("Notice") must be in writing. Any election to terminate this Agreement requires written notice to the other Party within the time frames described. Notices must be given by (i) personal delivery or (ii) a nationally-recognized, next-day courier service, addressed as follows:

(1) If to the County, to: Fairfax County
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035
Attn: Rachel Flynn, Deputy County Executive

with a copy to: Fairfax County
Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, VA 22035-0064
Attn: County Attorney

(2) If to the City, to: City of Fairfax, Virginia
10455 Armstrong Street
Fairfax, VA 22030
Attn: City Manager and City Attorney

(b) A Notice given in accordance with this Agreement will be effective upon receipt or refusal by the Party to which it is given.

(c) For convenience, any communication other than a Notice alleging a breach of this Agreement or a Notice to terminate may be sent via email to the primary point of contact in Section 10.4.

(d) Either Party may change its Notice address from time to time by informing the other Party in writing of such new address.

Section 10.4 Points of Contact. The County and the City will each designate a primary point of contact for day-to-day communications. The initial points of contact for the parties are:

Fairfax County: Vrushali Oak
Vrushali.Oak@fairfaxcounty.gov
City of Fairfax: Brooke Hardin

brooke.hardin@fairfaxva.gov

If the designated point of contact resigns or is removed, then the Party will designate a new primary contact within five business days thereafter.

Section 10.5 Governing Law; Venue. This Agreement and any dispute, controversy or proceeding arising out of or relating to this Agreement (whether in contract, tort, common or statutory law, equity or otherwise) will be governed by Virginia law, without regard to conflict of law principles of Virginia or of any other jurisdiction that would result in the application of laws of any jurisdiction other than those of Virginia. All claims and litigation arising out of or related to this Agreement must be brought and resolved in the courts of the Commonwealth of Virginia located in the County of Fairfax, Virginia or U.S. District Court for the Eastern District of Virginia, Alexandria Division.

Section 10.6 Waivers. Each Party has the right by notice in writing to the other Party to waive any of the provisions of this Agreement that are for the sole benefit of the waiving Party. Any failure of a Party to insist upon strict compliance with any, or all, of the terms and conditions of this Agreement will not be construed as a waiver of such terms and conditions or of the right of such Party to insist at any time thereafter upon such strict compliance.

Section 10.7 Counterparts. This Agreement may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

Section 10.8 Severability. If any provision of this Agreement or its application to any party or circumstances is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstances, other than those as to which it is so determined invalid or unenforceable, will not be affected, and each provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

Section 10.9 Dates for Performance. If the expiration of any time period set forth in this Agreement shall fall on a Saturday, Sunday, or legal holiday in the Commonwealth of Virginia, Fairfax County, or the City of Fairfax, such period shall be automatically extended to the next business day. All dates for performance (including cure) shall expire at 5:00 p.m. on the performance or cure date.

Section 10.10 Headings. The headings of this Agreement are for reference only and do not describe the intent of this Agreement or otherwise alter the terms of this Agreement.

Section 10.11 Transfer of Title. This Agreement shall not be construed or considered to transfer any title to the Property, legal or equitable.

Section 10.12 Rules of Construction.

(a) When a reference is made in this Agreement to an Article, a Section, or an Exhibit, such reference is to an Article of, a Section of, or an Exhibit to this Agreement unless otherwise indicated.

(b) Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(c) The definitions contained in this Agreement are applicable to the singular as well as to the plural forms of such terms and to the masculine, feminine, and neuter genders and non-genders of such terms. Whenever the context requires, any pronouns used in this Agreement include the corresponding masculine, feminine, or non-gender forms.

Section 10.13 Recordation. This Agreement may not be recorded by either Party at any time.

Section 10.14 Third Parties. No person shall be deemed to be a third-party beneficiary of this Agreement or any portion hereof.

Section 10.15 No Partnership. Nothing contained in this Agreement will be construed to create a partnership or joint venture between the Parties or their successors or permitted assigns.

Section 10.16 Jury Trial. The County and the City each waives all rights to a trial by jury in any claim, action, proceeding, or counterclaim arising out of or in any way connected with this Agreement.

Section 10.17 Funding Contingency. The Parties acknowledge and agree that each of the Parties' financial obligations hereunder are subject to appropriations by the Fairfax County Board of Supervisors and the City Council of the City of Fairfax, as applicable. To the extent this Agreement is construed to impose any financial obligations upon the County and/or the City, any such financial obligations shall be binding to the extent of appropriations by the Fairfax County Board of Supervisors and/or the City Council of the City of Fairfax, as applicable.

Section 10.18 Definition of the County. Whenever the term, the "County," is used in this Agreement, unless the term is followed by, "in its governmental capacity," "in its regulatory capacity," or words of similar import, the term means, "the County, in its proprietary capacity.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date.

COUNTY:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, in its proprietary capacity

Approved as to form:

Assistant County Attorney

DocuSigned by:

By: Bryan Hill
3CFC6927AC2440E...

Bryan J. Hill
County Executive

CITY:

CITY OF FAIRFAX, VIRGINIA, a Virginia municipal corporation

By: _____
Robert A. Stalzer, City Manager

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

DESCRIPTION OF COUNTY AND CITY PROPERTY

Attachment 2

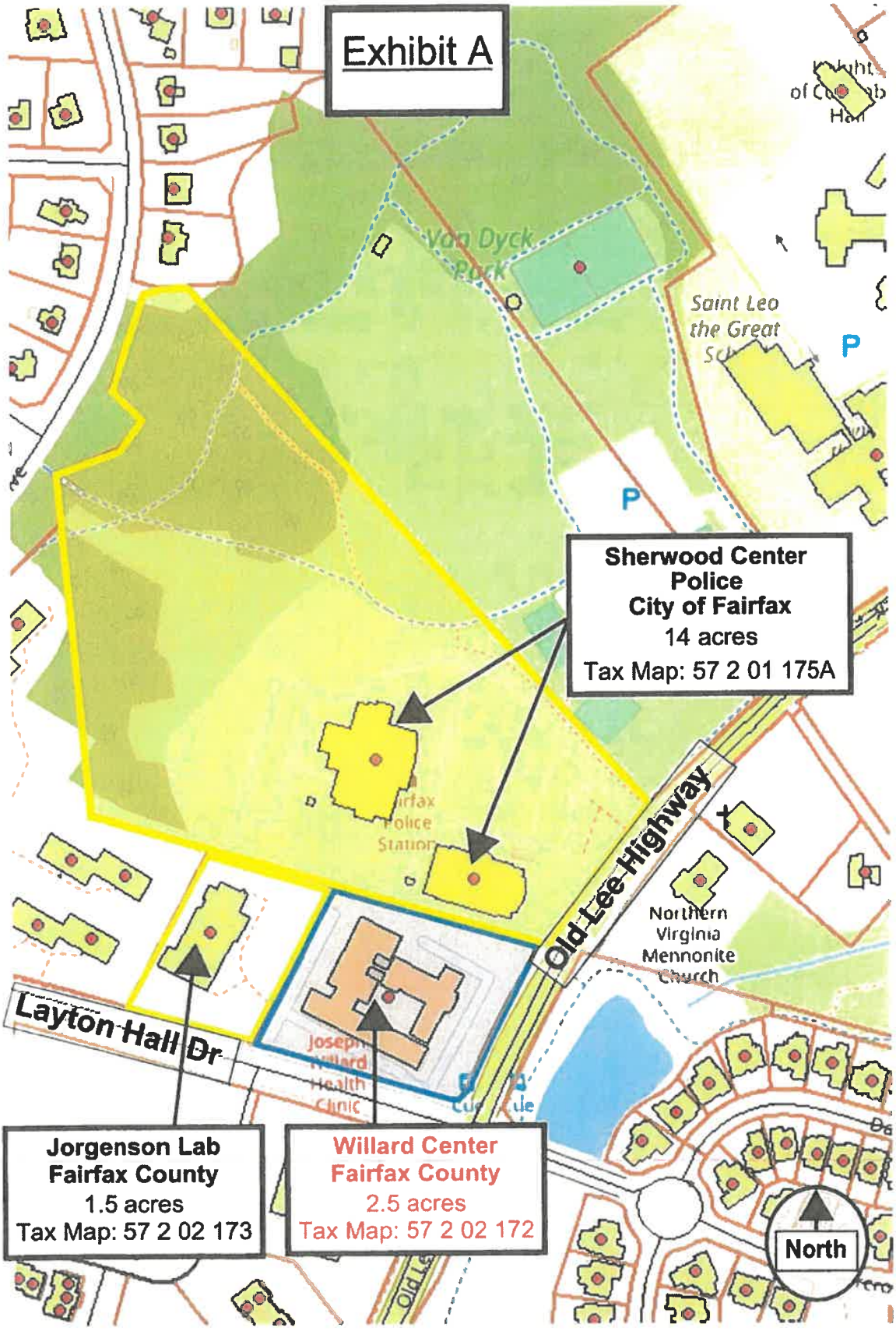

EXHIBIT B

DEVELOPMENT SCHEDULE

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Exhibit B

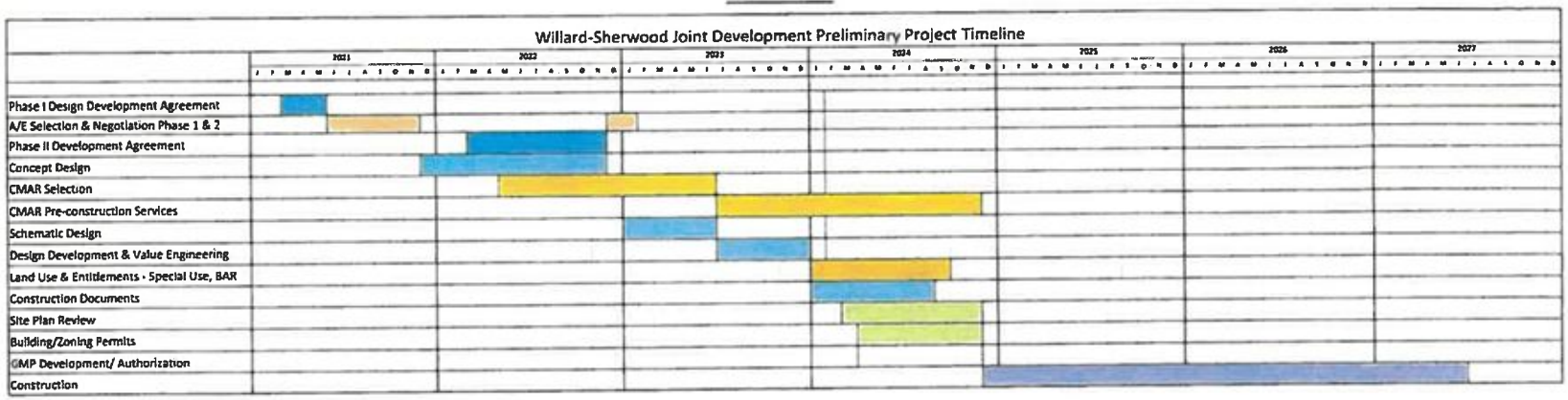

EXHIBIT C

PRELIMINARY BUDGET

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EXHIBIT C

Willard-Sherwood Health and Community Center

Preliminary Budget

	Concept 1 (Below-grade Garage)	Concept 2 (Above-grade Cast-in-Place Garage)	Concept 3 (Above-grade Precast Garage)	Notes
Design Phase :				
Design Consultant A/E fees	$11,000,000	$11,000,000	$11,000,000	To be negotiated with A/E as part of Phase II
Other soft costs	$1,950,000	$1,950,000	$1,950,000	Work performed Outside of A/E contract
Construction Phase :				
Building	$55,715,230	$56,075,869	$53,918,294	Includes cost escalation to mid-point of construction.
Garage	$19,417,433	$17,677,118	$14,627,720	Includes cost escalation to mid-point of construction.
Site	$12,068,117	$10,780,875	$11,908,453	Includes cost escalation to mid-point of construction
Sub Total :	**$100,150,780**	**$97,483,862**	**$93,404,467**	
Contingencies	$17,415,270	$16,882,188	$16,061,583	10% Bid plus 10% Construction contingency
Other Construction costs	$3,150,000	$3,150,000	$3,150,000	
Temporary Facility for Willard	$3,103,950	$3,103,950	$3,103,950	County share only
TOTAL PROJECT BUDGET :	**$123,820,000**	**$120,620,000**	**$115,720,000**	

Cost Share (Based on preliminary space share @ 58% County and 42% City)	Concept 1	Concept 2	Concept 3	Notes
County	$73,119,259	$71,263,259	$68,421,259	Includes Temporary Facility for Willard
City	$50,700,741	$49,356,741	$47,298,741	

Board Action Item
May 5, 2026

ACTION – 2

Approval of Fairfax Connector Summer 2026 Service Changes (Braddock, Dranesville, Franconia, Hunter Mill, Mount Vernon, Providence, Springfield, and Sully Districts)

ISSUE:
Board of Supervisors' (Board) approval of Fairfax Connector's Summer 2026 service changes.

RECOMMENDATION:
The County Executive recommends the Board approve Fairfax Connector's Summer 2026 service change proposals outlined below in substantial form.

TIMING:
Board approval is requested on May 5, 2026, to allow for implementation in Summer 2026.

BACKGROUND:
As a part of the FY 2027 Advertised Budget Plan, staff are proposing service changes for implementation in Summer 2026. These service changes will provide cost savings to the County but will also maintain effective levels of service and improve resource utilization while providing access, mobility, and key connectivity to major activity centers throughout the County. Due to funding and resource constraints, and to enhance schedule reliability, staff recommend some service reductions and right-sizing of routes to better match demand and service levels within the County. The proposed service reductions were spread across the County to lessen the impact on any one area and are designed to improve service reliability. The proposed service changes are detailed in Attachment 1, which includes route profiles, route maps, and levels of service. The proposed service changes result in cost reductions of approximately $7.3 million and were included as part of the FY 2027 Advertised Budget Plan in Fund 40000, County Transit Systems.

The Transit Strategic Plan (TSP) was used to determine routes that could be adjusted with limited impact on riders and the transit network. A baseline assessment of existing transit services and demographics, including a transit propensity analysis and a high-level assessment of travel flow between activity centers, was completed in 2023. The analysis provided an understanding of trip purposes, rider experiences, transportation

needs, and the travel modes and bus routes most used by residents. Based on public feedback and the TSP study, a preferred service plan was developed to better meet travel patterns, growth, and service demand.

Public Involvement
To inform the public of the proposed Summer 2026 service changes, and to receive feedback from passengers about the proposals, staff posted detailed information on the Fairfax Connector website and social media accounts, conducted an online survey, distributed flyers on buses, and hosted a public meeting to directly engage the public. The outreach and engagement efforts are shown in Attachment 2. In total, 225 comments were received. Staff also responded to public comments and questions, and incorporated comments into the proposal where feasible. A summary of the public feedback and survey responses is provided in Attachment 3.

Title VI Evaluation
The proposed Summer 2026 service changes were reviewed as mandated by the Federal Transit Administration (FTA) in Circular 4702.1B: Title VI Requirements and Guidelines for Federal Transit Administration Recipients. Staff reviewed route changes meeting the major service change threshold and further analyzed the changes for any disparate impact or disproportionate burden. The Title VI analysis indicated the proposed changes to Route 642 would result in a disparate impact. Accordingly, staff conducted an evaluation to minimize any adverse effects. The results of this evaluation, including the route's low usage and the availability of other routes serving the same area, provide substantial legitimate justification for Route 642 changes. Additionally, in compliance with Title VI, there are no practical alternatives that would improve route efficiency with a less disparate impact. For all other proposed service changes, no Title VI adverse impacts were found. The full Title VI analysis is provided in Attachment 4.

EQUITY IMPACT:
As part of the FY 2027 Advertised Budget Plan process, staff were directed to identify service changes across the County that would reduce the transit budget while maintaining effective levels of service and minimizing the impact on riders. The proposed Summer 2026 changes achieve approximately $7.3 million in cost savings for Fund 40000, County Transit Systems. While service reductions can carry the potential to exacerbate inequity, the federally required Title VI analysis confirmed these changes do not create Title VI impacts on communities of color or low-income households. The one exception is Route 642, which was found to have a potential disparate impact, but staff established substantial legitimate justification for the change based on low ridership and the availability of alternative routes serving the same area. As such, staff determined these changes do not exacerbate inequity in the delivery of transit services.

The proposed changes maintain the most critical transit connections for communities of color, low-income households, one-vehicle and zero-vehicle households, seniors, individuals with disabilities, and students. Staff examined levels of service, including span, frequency, and days of operation for communities of color and low-income households before and after the proposed changes. Based on that analysis, access along these routes will be maintained for approximately 105,325 individuals in communities of color and 16,170 low-income households.

These changes align with the One Fairfax policy, particularly Focus Area 14, which calls for a multi-modal transportation system that provides accessible mobility solutions and supports the County's economic growth, health, and prosperity goals, and Focus Area 1, which promotes fair access to community and economic development for all residents. By preserving transit connections to major activity centers, employment hubs, and essential services, these changes protect the links that residents, especially those most dependent on public transit, rely on to access opportunities.

FISCAL IMPACT:
The operational and capital costs of the proposed Summer 2026, service changes are included in the FY 2027 Advertised Budget Plan in Fund 40000, County Transit Systems. The proposed changes reduce required General Fund support for Fund 40000 by approximately $7.3 million.

ENCLOSED DOCUMENTS:
Attachment 1: Summary of Service Changes and Route Profiles
Attachment 2: FCDOT Outreach and Engagement for Proposed Service Changes
Attachment 3: Public Comments Summary
Attachment 4: Service Equity (Title VI) Analysis

STAFF:
Jennifier Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Dwayne Pelfrey, Chief, Transit Services Division, FCDOT
Michael Felschow, Chief, Planning Section, Transit Services Division, FCDOT
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT

ASSIGNED COUNSEL:
John A. Dorsey, Assistant County Attorney

Summary of Service Changes and Route Profiles

Route 101: Fort Hunt – Mt. Vernon
Staff recommend adjusting the number of weekday midday southbound trips on Route 101.

- Weekday off-peak frequency will change from 30 minutes to 35 minutes.
- Span of service will remain the same.
- Weekend service will not be adjusted.

Route 109: Rose Hill
Staff recommend adjusting the number of weekday midday trips on Route 109 to improve service reliability.

- Weekday off-peak frequency will change from 30 – 60 minutes to 60 minutes.
- Span of service will remain the same.
- Weekend service will not be adjusted.

Route 335: Fort Belvoir "The Eagle"
Due to operational inconsistencies at Fort Belvoir's Lieber gate, staff recommends realigning Route 335 to use the Tulley gate on Pohick Road.

- No bus stops will be impacted.
- Peak-hour frequency will be adjusted by five to ten minutes, with 20 to 35-minute frequencies.
- Span of service will be increased, from 6:05 AM to 10:08 AM and 2:52 PM to 6:49 PM.

Routes 401 & 402: Backlick – Gallows – Tysons
Staff recommend adjusting the frequencies on Routes 401 and 402 by five to ten minutes to improve service reliability.

- Peak-hour frequency will be 15 to 20 minutes.
- Off-peak frequency will be 20 to 30 minutes.
- Span of service will remain the same.

Route 432: Old Courthouse – Beulah
Staff recommend adjusting the frequency on Route 432, which only operates during peak hours.

- Peak-hour frequency will change from 40 minutes to 60 minutes.
- There will be a minor adjustment in span of service from 5:31 AM - 9:07 AM to 5:31 AM - 9:20 AM; the PM span of service will remain the same.

Route 461: Vienna – Oakton
Staff recommend adjusting the frequency on Route 461.

- Peak-hour frequency will change from 20 minutes to 40 minutes.

- Off-peak frequency will remain at 40 minutes.
- Span of service will remain the same.

Route 463: Maple – Vienna
Staff recommend adjusting the frequency on Route 463.

- Weekday peak-hour frequency will change from 20 – 25 minutes to 25 – 30 minutes.
- Weekday off-peak frequency will remain at 30 minutes.
- Span of service will remain the same.
- Weekend service will not be adjusted.

Route 552: Innovation Center – Wiehle – Reston East
Staff recommend discontinuing Route 552 due to low ridership. This route has an average of five passengers per hour, which is significantly lower than the system average of 11.9 passengers per hour.

- The majority of the existing Route 552 service area is also served by Routes 558, 950, 954, RIBS 1, RIBS 3, and RIBS 5.

Route 553: Kingstream - Herndon – Fox Mill
Staff recommend adjusting the frequency on Route 553.

- Peak-hour frequency will change from 20 minutes to 40 minutes.
- Span of service will remain the same.

Route 615: Fair Oaks – Greenbriar
Staff recommend adjusting the level of service on Route 615.

- Weekday peak-hour frequency will change from 40 – 45 minutes to 60 minutes.
- Off-peak frequency will remain the same.
- Span of service on weekdays will change from 6:40 AM to 9:48 PM to 6:40 AM to 9:28 PM, decreasing by 20 minutes.
- Sunday service will be discontinued.

Route 622: Penderbrook – Monument Drive
Staff recommend discontinuing Route 622 due to low ridership. This route has an average of 4.3 passengers per hour, which is significantly lower than the system average of 11.9 passengers per hour.

- The majority of the existing Route 622 service area is also served by Route 605.

Route 625: Random Hills – Pender Drive
Staff recommend adjusting the level of service on Route 625.

- Weekday off-peak frequency will remain unchanged at 30 minutes.
- Weekday peak-hour service will be discontinued, since the majority of ridership on this route is during off-peak times.

Route 642: Stone Road – Centreville North
Staff recommend adjusting the level of service on Route 642.

- Peak-hour frequency will remain unchanged at 60 minutes.
- Weekday off-peak service will be reduced to two midday trips, while maintaining coverage and access to key locations.
- Weekend service will be discontinued.

Route 924: NOVA – Loudoun – Herndon – Franklin Farm
Staff recommend adjusting the frequency on Route 924.

- Weekday peak-hour frequency will change from 20 minutes to 30 minutes.
- Weekday off-peak frequency will remain at 60 minutes.
- Span of service will remain the same.
- Weekend service will not be adjusted.

Route 950: Reston Town Center – Herndon Metro
Staff recommend adjusting the frequency on Route 950.

- Weekday peak-hour frequency will change from 15 minutes to 20 minutes.
- Weekday off-peak frequencies will remain at 20 – 30 minutes.
- Span of service will remain the same.
- Weekend service will not be adjusted.

Route 983: Dulles Airport – Udvar Hazy Center
Staff recommend improving the level of service on Route 983.

- Weekend mid-day frequency will be improved from 60 minutes to 40 minutes.
- An additional bus will be used to improve service reliability.
- Saturday span of service will change slightly, from 7:16 AM to 7:04 PM to 7:09 AM to 6:51 PM.
- Sunday span of service will be increased by twenty-five minutes from 7:16 AM to 7:04 PM to 7:00 AM to 7:13 PM.

ROUTE 101: FORT HUNT - MT VERNON



OVERVIEW

CLASS	Local
DIRECTIONS	Southbound/Northbound
VIA	Huntington Metro, Huntington Ave., Fort Hunt Rd, Potomac Ave., Vernon View Dr., George Washington Memorial Pkwy.
TRANSFERS AVAILABLE	Connector: 109, 151, 152, 159, 161, 162, 171, 301, 310; Metrorail: Yellow Line; Metrobus: A11, F1X, F19
ADJUSTMENT(S)	Midday service during weekday is adjusted to match demand. No change to span of service.

LEVEL OF SERVICE

PROPOSED ROUTE 101

		WEEKDAY	SATURDAY	SUNDAY
SERVICE HOURS		4:26 AM - 11:53 PM	6:20 AM - 10:41 PM	6:25 AM - 8:20 PM
FREQUENCY	RUSH	30 mins	35-60 mins	60 mins
	NON-RUSH	35 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

- 1 HIGH/MIDDLE SCHOOLS
- 0 TRANSIT CENTERS
- 0 COLLEGES
- 1 PARK & RIDE LOTS
- 1 METRORAIL STATIONS
- 1 ACTIVITY CENTERS
- 0 HOSPITALS
- 1 GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 109: ROSE HILL



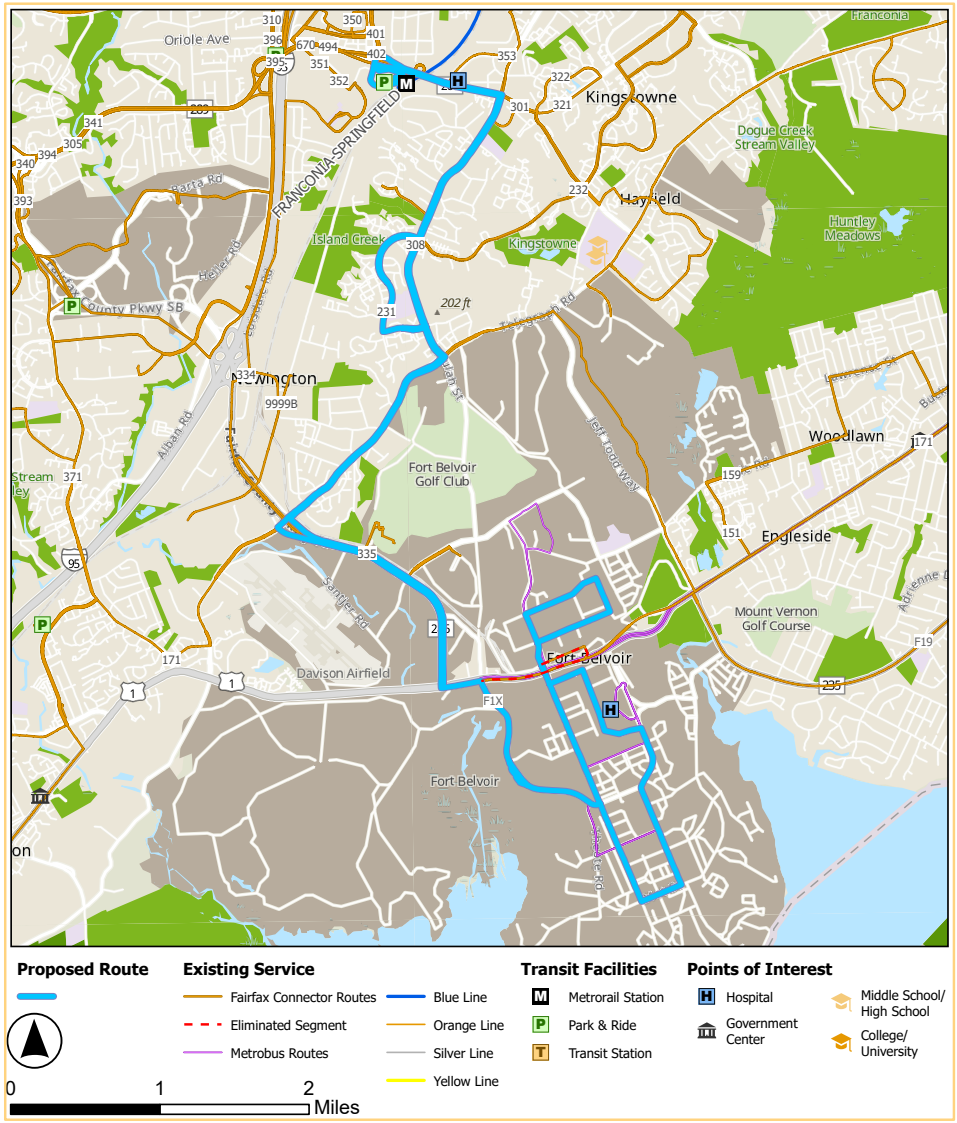
OVERVIEW	
CLASS	Local
DIRECTIONS	Eastbound/Westbound
VIA	Van Dorn St Metro, Van Dorn St, Franconia Rd, Rose Hill Dr, Telegraph Rd, Huntington Metro
TRANSFERS AVAILABLE	Connector: 101, 151, 152, 159, 161, 162, 171, 231, 232, 159, 301, 310, 321, 322; Metrorail: Yellow Line, Blue Line; Metrobus: A11, A27, F1X
ADJUSTMENT(S)	Midday service during weekday is adjusted to meet demand. No change to span of service

LEVEL OF SERVICE			WEEKDAY		SATURDAY	SUNDAY
PROPOSED ROUTE 109	SERVICE HOURS		4:59 AM - 11:20 PM		6:30 AM - 10:52 PM	6:30 AM - 7:52 PM
	FREQUENCY	RUSH	30-35 mins		60 mins	60 mins
		NON-RUSH	60 mins			

FACILITIES SERVED WITHIN A QUARTER MILE

1 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	3 PARK & RIDE LOTS
2 METRORAIL STATIONS	1 ACTIVITY CENTERS	0 HOSPITALS	0 GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 335: FORT BELVOIR EXPRESS



OVERVIEW	
CLASS	Feeder
DIRECTIONS	Southbound/Northbound
VIA	Fort Belvoir Hospital, Gunston Rd, Franconia Springfield Pkwy/Rt 289
TRANSFERS AVAILABLE	**Connector:** 171, 231, 232, 301, 305, 308, 310, 321, 322, 334, 341, 350, 351, 353, 371, 401, 402, 494, 670; **Metrorail:** Blue Line; **Metrobus:** F1X; **VRE:** Fredericksburg Line; **OmniRide:** PWME
ADJUSTMENT(S)	Runtime adjustment to improve schedule reliability.

LEVEL OF SERVICE			WEEKDAY	SATURDAY	SUNDAY
PROPOSED ROUTE 335	SERVICE HOURS		6:05 AM - 10:08 AM —— 2:52 PM - 6:49 PM	No Service	No Service
	FREQUENCY	RUSH	20-35 mins	No Service	No Service
		NON-RUSH	No Service		

FACILITIES SERVED WITHIN A QUARTER MILE

- **0** HIGH/MIDDLE SCHOOLS
- **0** TRANSIT CENTERS
- **0** COLLEGES
- **1** PARK & RIDE LOTS
- **1** METRORAIL STATIONS
- **3** ACTIVITY CENTERS
- **2** HOSPITALS
- **0** GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 401: BACKLICK - GALLOWS RD NORTHBOUND



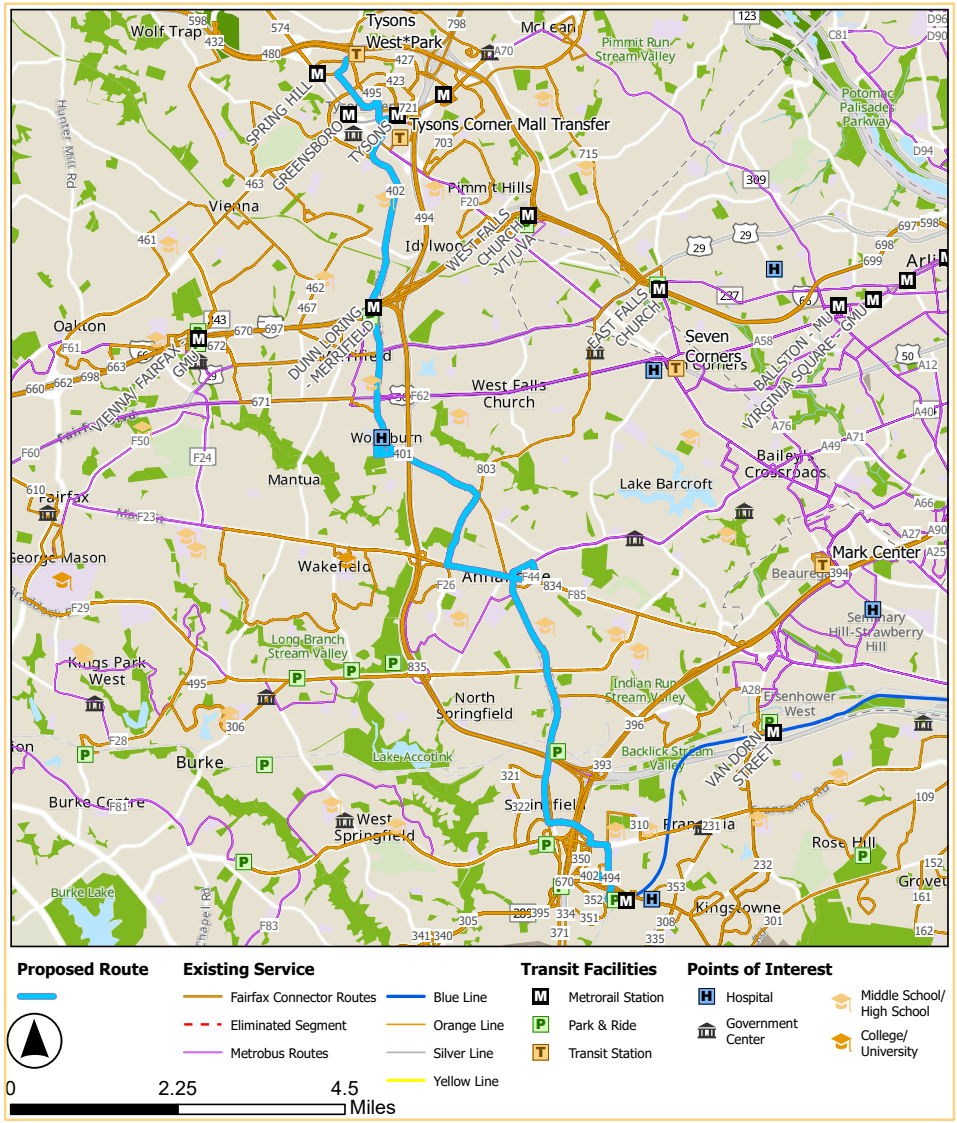
OVERVIEW		
	CLASS	Local
	DIRECTIONS	Northbound
	VIA	Backlick Rd, Gallows Rd, Annandale, Merrifield, Inova Fairfax Hospital, Dunn Loring Metro, Tysons Corner Metro
	TRANSFERS AVAILABLE	**Connector:** 231, 232, 301, 305, 308, 310, 321, 322, 334, 335, 340, 341, 350, 351, 352, 353, 371, 402, 423, 427, 432, 462, 463, 467, 494, 495, 574, 660, 670, 671, 672, 721, 798; **Metrorail:** Blue, Orange, Silver Line; **Metrobus:** A70, F20 F26, F44, F50, F60, F61, F62; **VRE:** Fredericksburg Line; **OmniRide:** 95
	ADJUSTMENT(S)	Adjustment to Weekday schedule to improve reliability. No change to Weekend service.

LEVEL OF SERVICE			WEEKDAY	SATURDAY	SUNDAY
PROPOSED ROUTE 401	SERVICE HOURS		3:35 AM - 1:32 AM	4:25 AM - 1:07 AM	4:25 AM - 1:07 AM
	FREQUENCY	RUSH	15-20 mins	25 mins	25 mins
		NON-RUSH	20-30 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

4 HIGH/MIDDLE SCHOOLS	**2** TRANSIT CENTERS	**0** COLLEGES	**3** PARK & RIDE LOTS
4 METRORAIL STATIONS	**7** ACTIVITY CENTERS	**1** HOSPITALS	**0** GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 402: BACKLICK - GALLOWS RD SOUTHBOUND



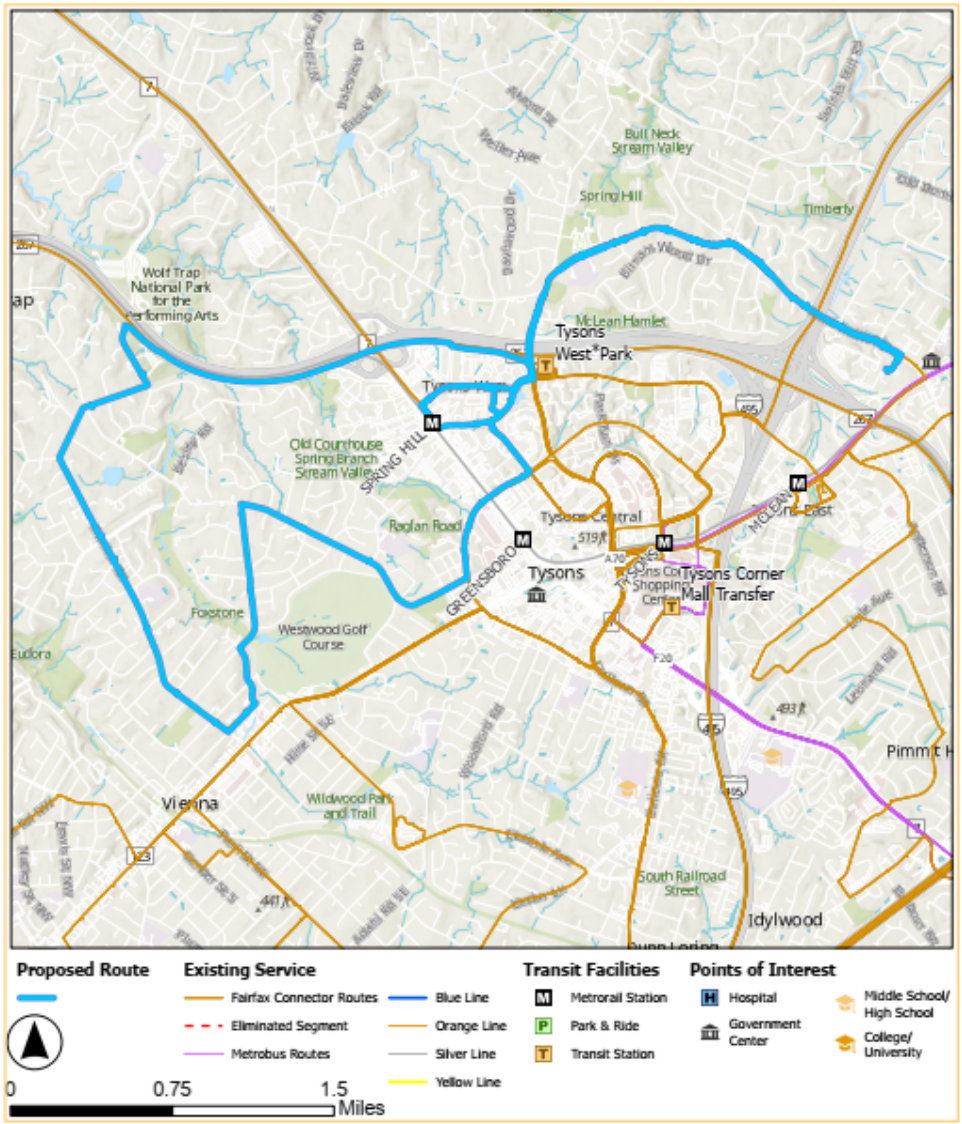
OVERVIEW	
CLASS	Local
DIRECTIONS	Southbound
VIA	Backlick Rd, Gallows Rd, Annandale, Merrifield, Inova Fairfax Hospital, Dunn Loring Metro, Tysons Corner Metro
TRANSFERS AVAILABLE	**Connector:** 231, 232, 301, 305, 308, 310, 321, 322, 334, 335, 340, 341, 350, 351, 352, 353, 371, 401, 423, 427, 432, 462, 463, 467, 494, 495, 574, 660, 670, 671, 672, 721, 798; **Metrorail:** Blue, Orange, Silver Line; **Metrobus:** A70, F20 F26, F44, F50, F60, F61, F62; **VRE:** Fredericksburg Line; **OmniRide:** 95
ADJUSTMENT(S)	Adjustment to Weekday schedule to improve reliability. No change to Weekend service.

LEVEL OF SERVICE			WEEKDAY	SATURDAY	SUNDAY
PROPOSED ROUTE 402	SERVICE HOURS		4:02 AM - 2:26 AM	5:35 AM - 2:16 AM	5:35 AM - 2:16 AM
	FREQUENCY	RUSH	15-20 mins	25-30 mins	25-30 mins
		NON-RUSH	20-30 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

4 HIGH/MIDDLE SCHOOLS	**2** TRANSIT CENTERS	**0** COLLEGES	**3** PARK & RIDE LOTS
4 METRORAIL STATIONS	**7** ACTIVITY CENTERS	**1** HOSPITALS	**0** GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 432: OLD COURTHOUSE - BEULAH



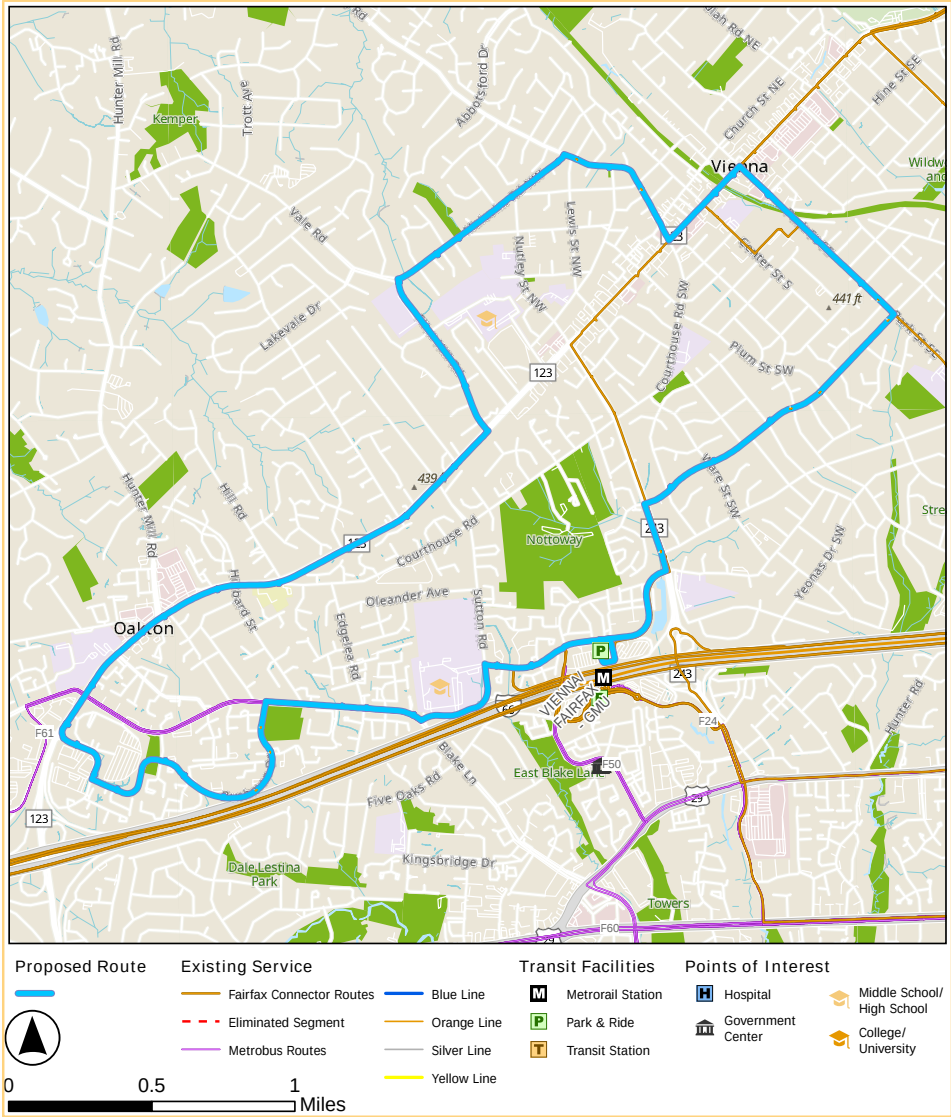
OVERVIEW	
CLASS	Local
DIRECTIONS	Eastbound/Westbound
VIA	Spring Hill Metro Station, Spring Hill Road, Lewinsville Road, Farm Credit Drive, Farm Credit Administration
TRANSFERS AVAILABLE	Connector: 401, 402, 423, 427, 574, 798; Metrorail: Silver Line
ADJUSTMENT(S)	Adjustment to Weekday frequency. No change to span of service.

LEVEL OF SERVICE		WEEKDAY		SATURDAY	SUNDAY
PROPOSED ROUTE 432	SERVICE HOURS	5:31 AM - 9:20 AM 3:27 PM - 7:20 PM		No Service	No Service
	FREQUENCY	RUSH	60 mins	No Service	No Service
		NON-RUSH	No Service		

FACILITIES SERVED WITHIN A QUARTER MILE

- 0 HIGH/MIDDLE SCHOOLS
- 1 TRANSIT CENTERS
- 0 COLLEGES
- 0 PARK & RIDE LOTS
- 1 METRORAIL STATIONS
- 4 ACTIVITY CENTERS
- 0 HOSPITALS
- 1 GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 461: VIENNA - OAKTON



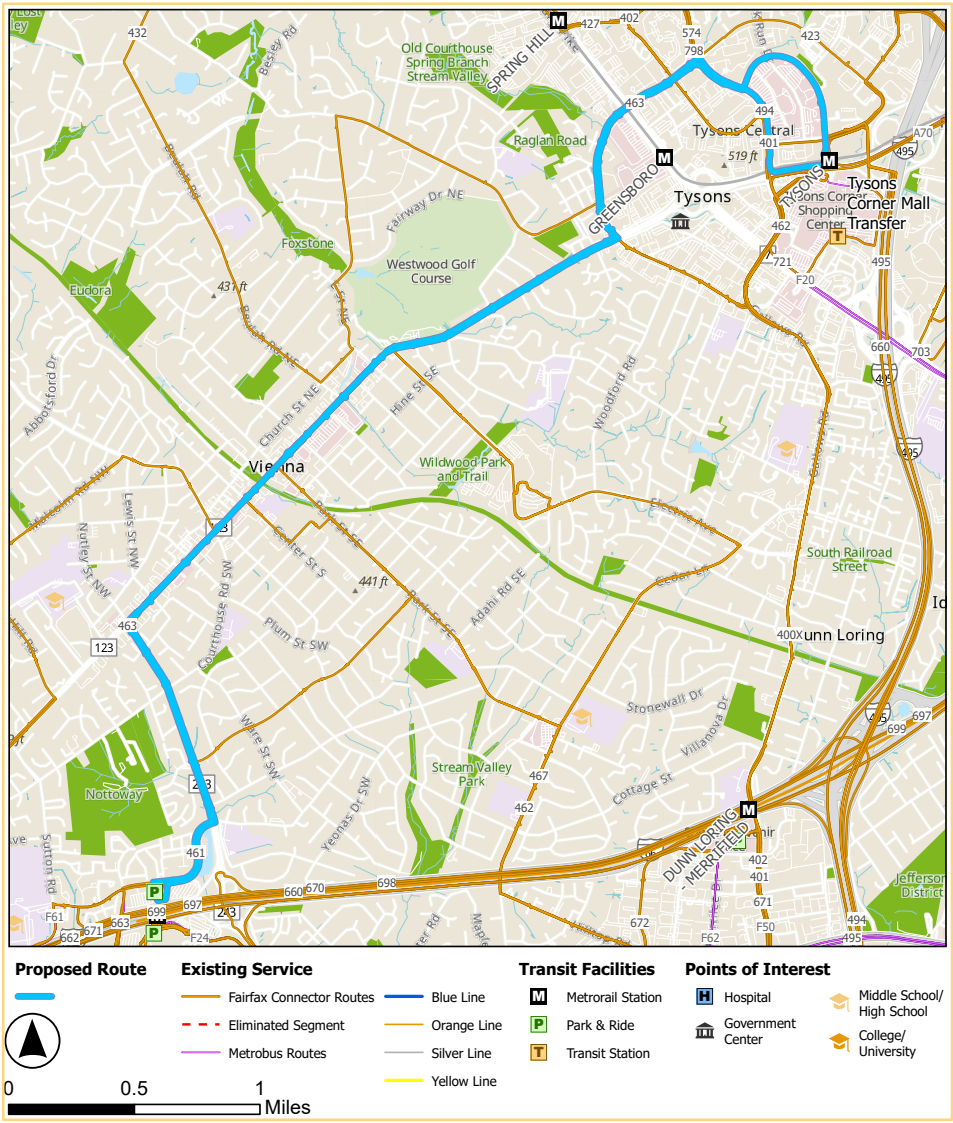
OVERVIEW		
	CLASS	Feeder
	DIRECTIONS	Circular
	VIA	Tapawingo Rd, Park St, Flint Hill Rd, Maple Ave/Route 123, Bushman Dr.
	TRANSFERS AVAILABLE	Connector: 463, 660, 662, 663, 670, 671, 672, 698; Metrorail: Orange Line; Metrobus: F24, F50, F61; CUE: Gold, Green Line
	ADJUSTMENT(S)	Minor service adjustment to improve efficiencies. No change to span of service.

LEVEL OF SERVICE				WEEKDAY	SATURDAY	SUNDAY
PROPOSED ROUTE 461	SERVICE HOURS			6:00 AM - 7:55 PM	No Service	No Service
	FREQUENCY	RUSH	40 mins	No Service	No Service	
		NON-RUSH	40 mins			

FACILITIES SERVED WITHIN A QUARTER MILE

2	0	0	2	1	1	0	0
HIGH/MIDDLE SCHOOLS	TRANSIT CENTERS	COLLEGES	PARK & RIDE LOTS	METRORAIL STATIONS	ACTIVITY CENTERS	HOSPITALS	GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 463: MAPLE AVENUE - VIENNA



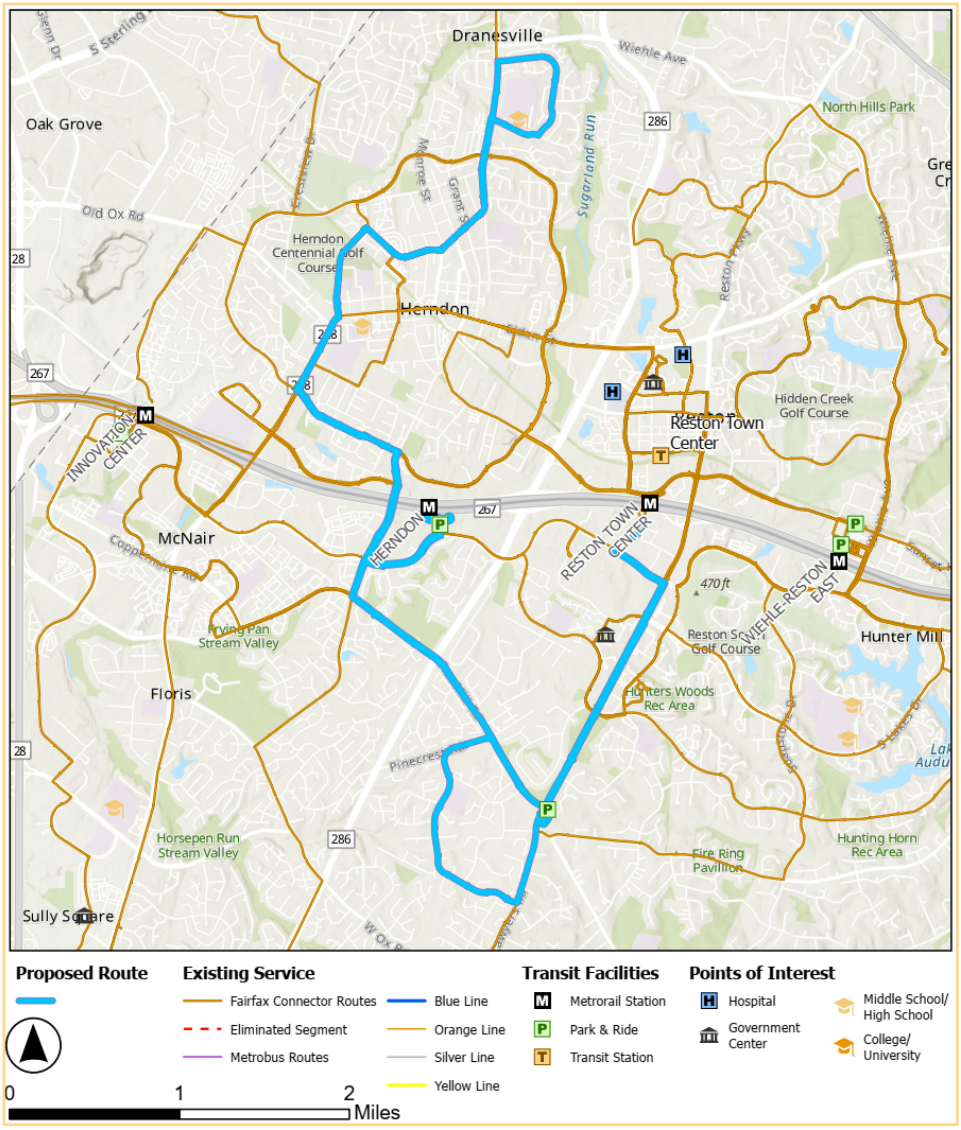
OVERVIEW	
CLASS	Local
DIRECTIONS	Northbound/Southbound
VIA	Nutley St, Maple Ave, Gosnell Rd.
TRANSFERS AVAILABLE	**Connector:** 401, 402, 423, 432, 461, 462, 467, 494, 495, 660, 662, 663, 670, 671, 672, 698, 721, 798; **Metrobus:** A70, F24, F50, F61; **Metrorail:** Orange Line, Silver Line; **CUE:** Green, Gold
IMPROVEMENT(S)	Minor service adjustment to improve weekday efficiencies. No change to span of service.

LEVEL OF SERVICE		WEEKDAY		SATURDAY	SUNDAY
PROPOSED ROUTE 463	SERVICE HOURS	5:05 AM - 11:48 PM		6:00 AM - 11:26 PM	7:00 AM - 8:54 PM
	FREQUENCY	RUSH	25-30 mins	30-60 mins	30-60 mins
		NON-RUSH	30 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	**0** TRANSIT CENTERS	**0** COLLEGES	**2** PARK & RIDE LOTS
3 METRORAIL STATIONS	**4** ACTIVITY CENTERS	**0** HOSPITALS	**0** GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 553: KINGSTREAM - HERNDON - FOX MILL



OVERVIEW		
	CLASS	Feeder
	DIRECTIONS	Northbound/Southbound
	VIA	Reston South Park & Ride, Viking Dr, Herndon Metro (South), Herndon Senior Center, Herndon Harbor House, Kingstream Dr
	TRANSFERS AVAILABLE	Connector: 552, 557, 605, 901, 921, 924, 937, 950, 951, 952, 954, RIBS1, RIBS2, RIBS3, RIBS4, RIBS5; **Loudoun County Transit:** 312; Metrorail: Silver Line
	ADJUSTMENT(S)	Service adjustment due to low ridership. No change to span of service.

LEVEL OF SERVICE			WEEKDAY		SATURDAY	SUNDAY
PROPOSED ROUTE 553	SERVICE HOURS		5:40 AM - 9:42 AM —— 3:05 PM - 7:22 PM		No Service	No Service
	FREQUENCY	RUSH	40 mins		No Service	No Service
		NON-RUSH	No Service			

FACILITIES SERVED WITHIN A QUARTER MILE

2	HIGH/MIDDLE SCHOOLS	0	TRANSIT CENTERS	0	COLLEGES	2	PARK & RIDE LOTS
2	METRORAIL STATIONS	3	ACTIVITY CENTERS	0	HOSPITALS	1	GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 615: FAIR OAKS - GREENBRIAR



OVERVIEW

CLASS	Local
DIRECTIONS	Eastbound/Westbound
VIA	Fair Lakes, Fairfax County Government Center, Monument Dr., Stringfellow P&R, Rugby Rd.
TRANSFERS AVAILABLE	Connector: 605, 610, 622, 625, 630, 651, 652, 660, 662, 663, 670, 671, 672, 697, 698, 699; Metrobus: F60, F61
ADJUSTMENT(S)	Service adjustment to weekday service due to low ridership. No change to weekday span of service. Elimination of Sunday service.

LEVEL OF SERVICE

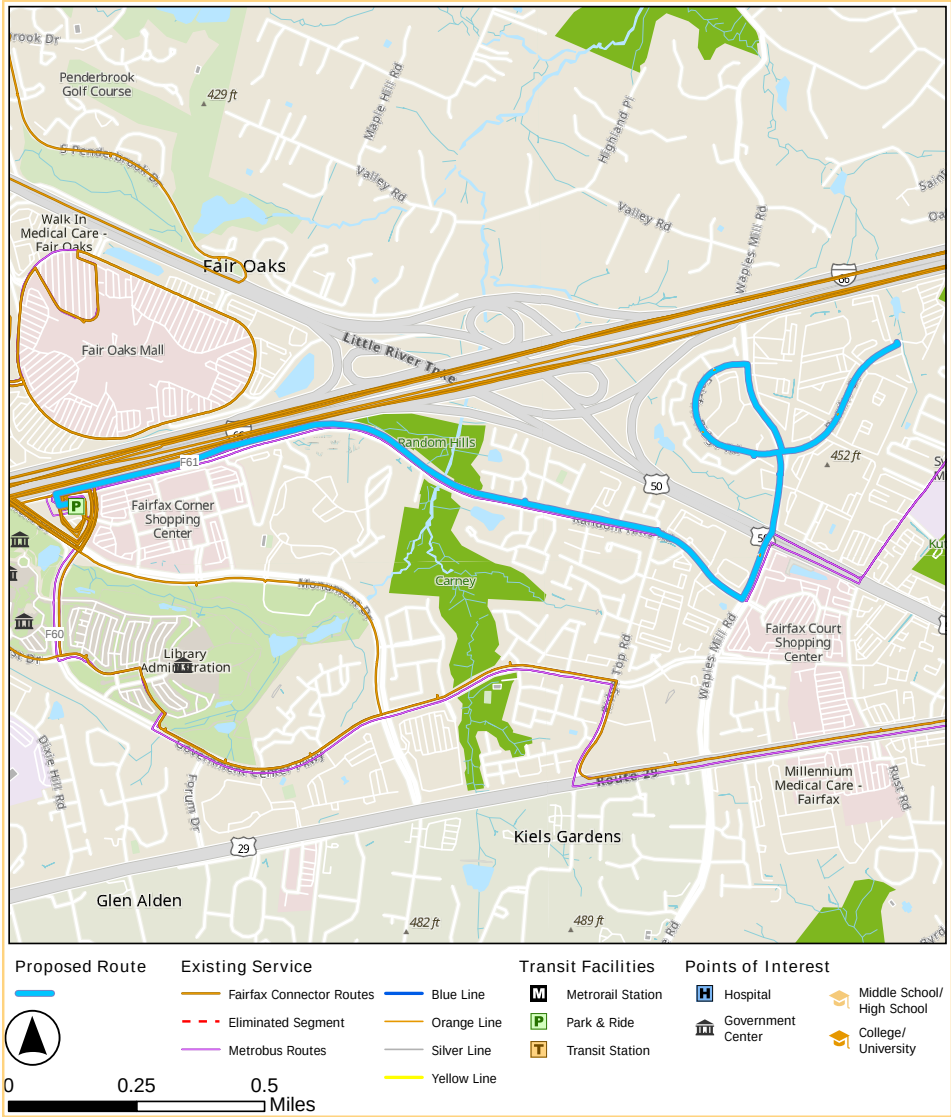
PROPOSED ROUTE 615

			WEEKDAY	SATURDAY	SUNDAY
SERVICE HOURS			6:40 AM - 9:28 PM	7:40 AM - 9:55 PM	No Service
FREQUENCY	RUSH	60 mins		45 mins	No Service
	NON-RUSH	60 mins			

FACILITIES SERVED WITHIN A QUARTER MILE

- 2 HIGH/MIDDLE SCHOOLS
- 1 TRANSIT CENTERS
- 0 COLLEGES
- 5 PARK & RIDE LOTS
- 0 METRORAIL STATIONS
- 1 ACTIVITY CENTERS
- 1 HOSPITALS
- 4 GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 625: RANDOM HILLS - PENDER DRIVE



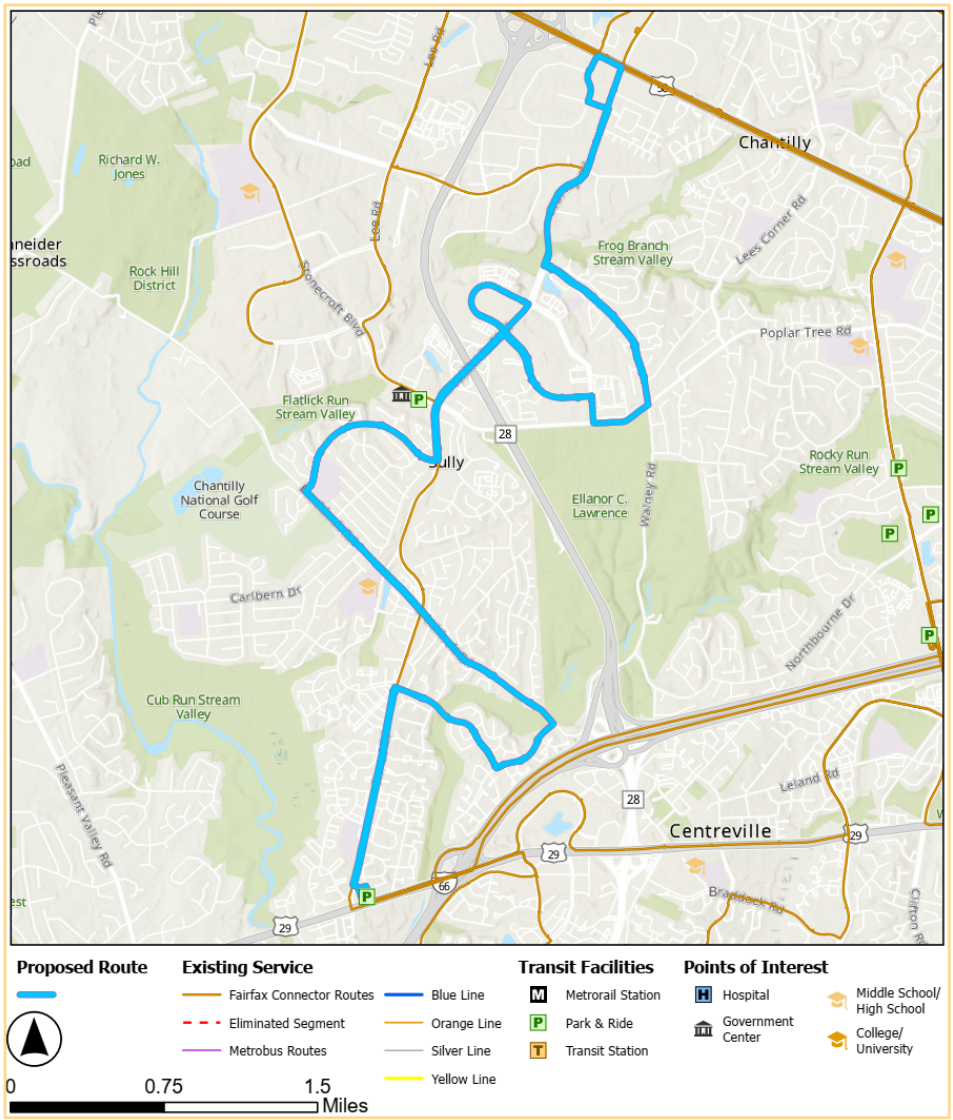
OVERVIEW	
CLASS	Local
DIRECTIONS	Eastbound/Westbound
VIA	Random Hills Rd, Waples Mill Dr, Fairfax Ridge Rd.
TRANSFERS AVAILABLE	Connector: 605, 610, 615, 622, 625, 630, 651, 660, 662, 663, 670, 671, 672, 699; Metrobus: F60, F61
ADJUSTMENT(S)	Route is reduced to midday service due to low ridership.

LEVEL OF SERVICE			WEEKDAY	SATURDAY	SUNDAY
PROPOSED ROUTE 625	SERVICE HOURS		9:00 AM - 1:52 PM	No Service	No Service
	FREQUENCY	RUSH	No Service	No Service	No Service
		NON-RUSH	30 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	1 TRANSIT CENTERS	0 COLLEGES	1 PARK & RIDE LOTS
0 METRORAIL STATIONS	1 ACTIVITY CENTERS	0 HOSPITALS	3 GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 642: STONE ROAD - CENTREVILLE NORTH



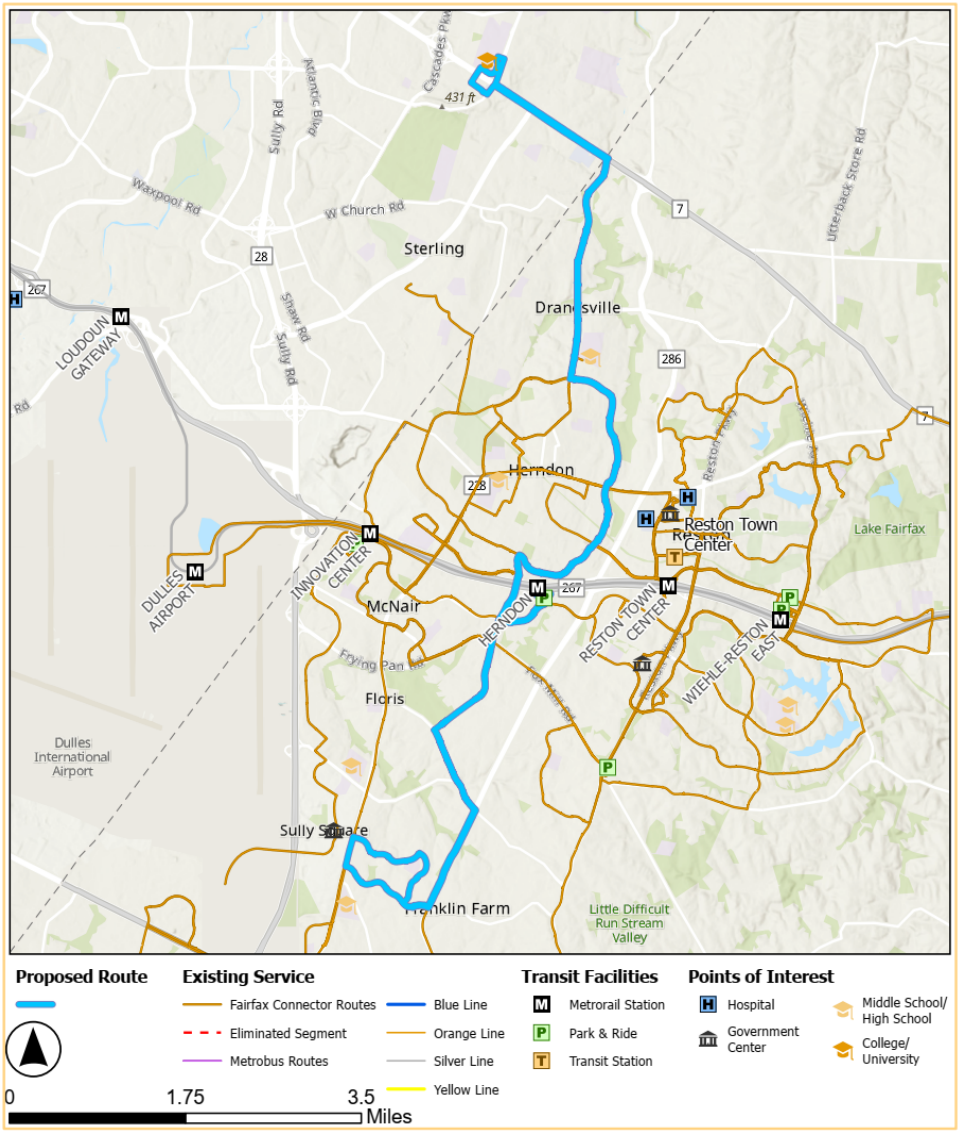
OVERVIEW		
	CLASS	Feeder
	DIRECTIONS	Northbound/Southbound
	VIA	Stone Rd, Awbrey Patent Dr, Braddock Rd, Westfields Blvd
	TRANSFERS AVAILABLE	Connector: 610, 630, 642, 660, 662, 901
	ADJUSTMENT(S)	Weekday service is reduced to rush hours only. Two trips would operate during midday. Weekend service is eliminated.

LEVEL OF SERVICE		WEEKDAY		SATURDAY	SUNDAY
PROPOSED ROUTE 642	SERVICE HOURS	6:00 AM - 8:50 AM 12:13 PM - 1:12 PM 3:00 PM - 5:56 PM		No Service	No Service
	FREQUENCY	RUSH	60 mins	No Service	No Service
		NON-RUSH	Limited Service		

FACILITIES SERVED WITHIN A QUARTER MILE

1	0	0	2	0	3	0	1
HIGH/MIDDLE SCHOOLS	TRANSIT CENTERS	COLLEGES	PARK & RIDE LOTS	METRORAIL STATIONS	ACTIVITY CENTERS	HOSPITALS	GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 924: NOVA-LOUDOUN - HERNDON - FRANKLIN FARM



OVERVIEW	
CLASS	Local
DIRECTIONS	Northbound/Southbound
VIA	Herndon Metro (South), Herndon Pkwy, Dranesville Rd
TRANSFERS AVAILABLE	Connector: 552, 553, 652, 901, 921, 937, 950, 951, 952, 954, RIBS 2, RIBS5; Loudoun County Transit: 70, 80; Metrorail: Silver Line
ADJUSTMENT(S)	Minor service adjustment to weekday service, due to low ridership. No change to span of service

LEVEL OF SERVICE			WEEKDAY		SATURDAY	SUNDAY
PROPOSED ROUTE 924	SERVICE HOURS		5:00 AM - 10:32 PM		7:00 AM - 9:50 PM	7:00 AM - 9:50 PM
	FREQUENCY	RUSH	30 mins		60 mins	60 mins
		NON-RUSH	60 mins			

FACILITIES SERVED WITHIN A QUARTER MILE

- 1 HIGH/MIDDLE SCHOOLS
- 0 TRANSIT CENTERS
- 1 COLLEGES
- 1 PARK & RIDE LOTS
- 1 METRORAIL STATIONS
- 3 ACTIVITY CENTERS
- 0 HOSPITALS
- 1 GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 950: HERNDON METRO - RESTON TOWN CENTER



OVERVIEW

CLASS	Local
DIRECTIONS	Westbound/Eastbound
VIA	Worldgate Dr, Elden St, Reston Hospital Center
TRANSFERS AVAILABLE	Connector: 552, 553, 558, 574, 605, 901, 921, 924, 937, 951, 952, 954, 983, RIBS1, RIBS2, RIBS3, RIBS4, RIBS5; Metrorail: Silver Line
ADJUSTMENT(S)	Minor service adjustment to weekday service, to improve efficiencies. No change to span of service

LEVEL OF SERVICE

PROPOSED ROUTE 950

		WEEKDAY	SATURDAY	SUNDAY
SERVICE HOURS		4:10 AM - 1:28 AM	6:00 AM - 1:28 AM	6:00 AM - 1:28 AM
FREQUENCY	RUSH	20 mins	20-30 mins	25-30 mins
	NON-RUSH	20 - 30 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

- 1 HIGH/MIDDLE SCHOOLS
- 1 TRANSIT CENTERS
- 0 COLLEGES
- 1 PARK & RIDE LOTS
- 2 METRORAIL STATIONS
- 4 ACTIVITY CENTERS
- 1 HOSPITALS
- 1 GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 983: DULLES AIRPORT - UDVAR HAZY



OVERVIEW	
CLASS	Local
DIRECTIONS	Southbound/Northbound
VIA	Innovation Center Metro (South), Park Center Rd, Air and Space Museum Parkway
TRANSFERS AVAILABLE	**Connector:** 552, 937, 950, 951, 952; **Loudon County Transit:** 320, 321, 322, 323; **Metrorail:** Silver Line
IMPROVEMENT(S)	Adjustment to Weekend schedule to improve reliability. No change to Weekday service. Dulles Airport has requested for a stop relocation, as a result the route alignment will be impacted

LEVEL OF SERVICE			WEEKDAY	SATURDAY	SUNDAY
PROPOSED ROUTE 983	SERVICE HOURS		5:45 AM - 7:20 PM	7:09 AM - 6:51 PM	7:00 AM - 7:13 PM
	FREQUENCY	RUSH	25-30 mins	40-60 mins	40-60 mins
		NON-RUSH	60 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

1 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	1 PARK & RIDE LOTS
2 METRORAIL STATIONS	5 ACTIVITY CENTERS	0 HOSPITALS	1 GOVERNMENT/ COMMUNITY/HUMAN SERVICES CENTERS

Fairfax Connector Proposed June 2026 Service Changes

FCDOT Marketing & Communications

MEDIA RELEASE

Fairfax Connector Seeks Feedback on Proposed June Service Changes

For Immediate Release
February 17, 2026

Fairfax Connector is seeking public comment on newly proposed service changes scheduled to take effect on **June 27, 2026.** The proposed updates include service modifications on multiple routes to better align service levels with ridership demand, improve reliability and increase overall system efficiency.

Proposed changes will include:

- Routes 101 & 109: Midday service adjustments to meet demand
- Route 335: Current detour proposed to become permanent
- Routes 401, 402 & 553: Schedule adjustments to improve reliability
- Route 432: Service reduction to improve efficiency
- Routes 461, 463 & 950: Service adjustments to improve efficiency
- Routes 552 & 622: Proposed for discontinuation due to consistently low ridership; riders will have access to alternative Connector services to reach their destination
- Route 615: Service adjustment; Sunday service discontinued
- Route 625: Route will be reduced to midday service only
- Route 642: Route is proposed to operate peak hours only with limited midday service; weekend service discontinued
- Route 924: Service adjustment
- Route 983: Increased weekend frequency

Members of the public may review the proposed service changes and submit comments online at LINK. Feedback must be submitted by March 1, 2026. In addition, Fairfax Connector will hold two virtual public meetings on **Tuesday, February 24, at 12 p.m. and 7 p.m.**, to present the proposed changes and gather feedback.

Virtual Meeting Information:

- Tuesday, Feb. 24 at 12 noon
  - Join the meeting on Microsoft Teams
  - Meeting ID: 254 372 958 727 49, Passcode: i5p6b3zU
  - Call the meeting: 571-429-5982; Conference ID: 780 268 800#
- Tuesday, Feb. 24 at 7 p.m.
  - Join the meeting on Microsoft Teams
  - Meeting ID: 232 645 374 711 93, Passcode: jZ9M6aR3
  - Call the meeting: 571-429-5982; Conference ID: 774 065 594#

Community members are encouraged to attend one of the virtual meetings to learn more about the proposed changes and share their input. Both meetings will be recorded and posted on the survey page.

FAIRFAX COUNTY TEXT ALERT TO FAIRFAX CONNECTOR PASSENGERS

Message

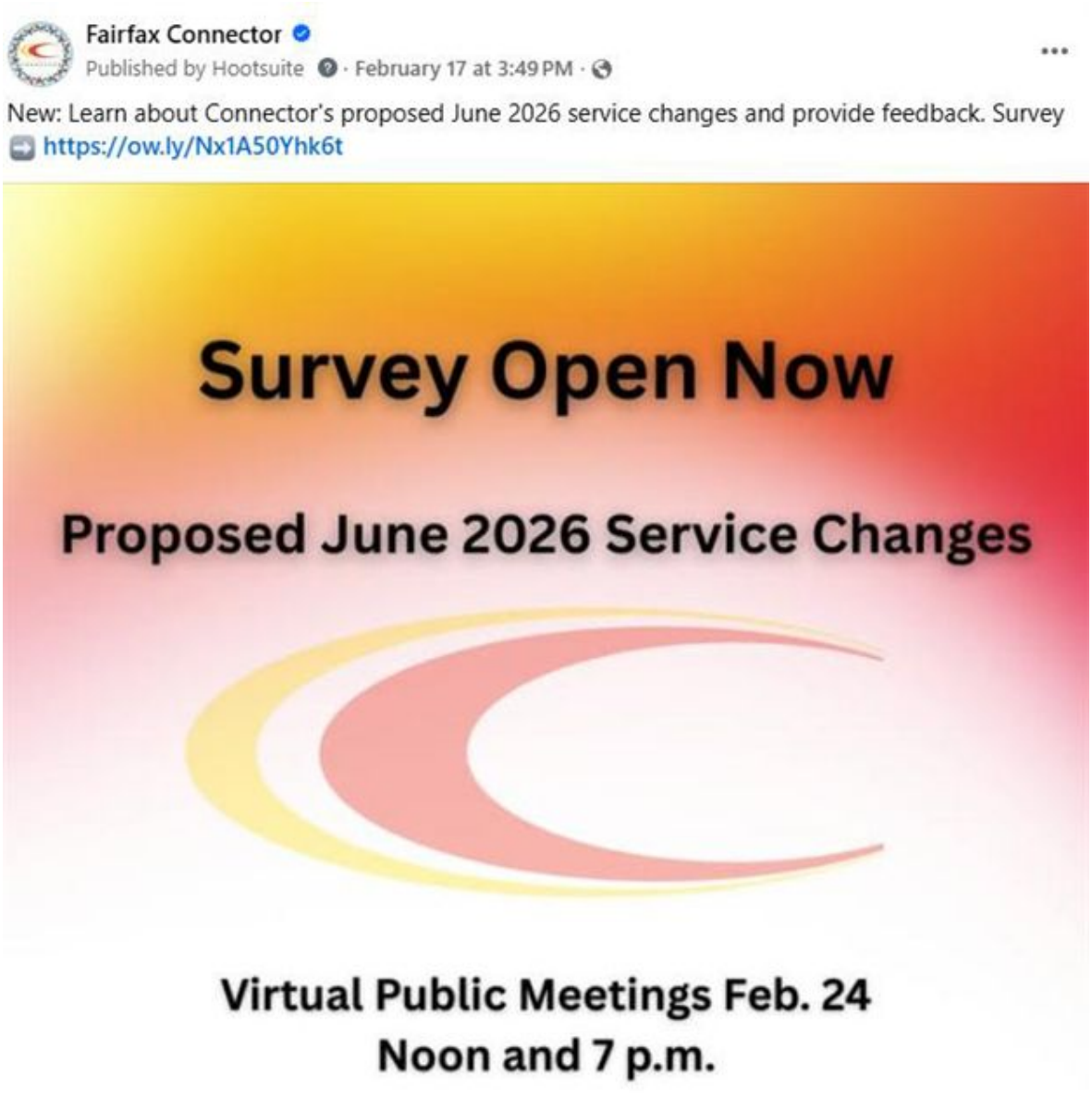
Fairfax Connector Proposed June 2026 Service Changes
Share your feedback in an online survey, open now through March 1. Join a virtual public meeting on Feb. 24 at 12 p.m. or 7 p.m. More details: https://www.fairfaxcounty.gov/connector/C4_26

MEETING RECORDINGS ON YOUTUBE

Noon Meeting: https://www.youtube.com/watch?v=95_ujRQd7Tg

7 P.M. Meeting: https://youtu.be/5oGdSMWU_Ec

SOCIAL MEDIA



Fairfax Connector
Published by Hootsuite · Yesterday at 8:23 AM ·

🚌 Join us today for a virtual💻 meeting on the June 2026 Proposed Service Changes!

We're hosting two sessions where we'll walk through the proposed updates in detail and answer your questions:
🕛 Noon
🕖 7 p.m.

Thank you to everyone who has already completed the survey — we appreciate your feedback! If you haven't yet, there's still time to share your thoughts.

🔗 Details & meeting links⬇️



ENGAGE.FAIRFAXCOUNTY.GOV
Proposed June 2026 Fairfax Connector Service Changes - PublicInput

Fairfax Connector
Published by Hootsuite · Just now ·

🚌Missed yesterday's virtual meetings about the proposed June 2026 service changes? No worries! The meeting recordings are now posted on the survey site➡️ https://ow.ly/Taz050Ym5J9

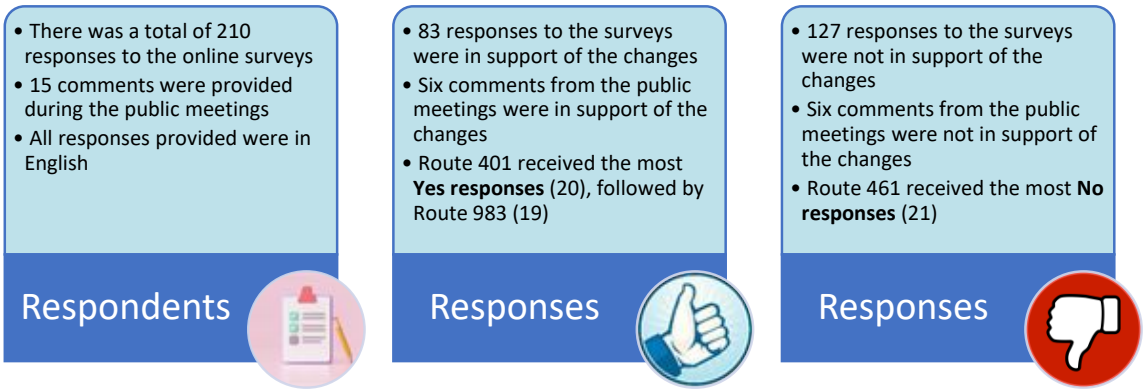
We appreciate your feedback — be sure to complete the survey by March 1!



Public Comments Summary
The following is a summary of the public comments on the service changes proposed for implementation in fiscal year 2027. The proposed service changes include Routes 101, 109, 335, 401, 402, 432, 461, 463, 552, 553, 615, 622, 625, 642, 924, 950, and 983. Draft schedules and route profile sheets were provided online in February 2026. Public feedback was derived from two online surveys and four virtual public meetings.

As presented in Chart 1, a total of 210 responses were provided to the online surveys. Note that this response volume represents a small fraction of the overall ridership on these routes (See Chart 4). During the four virtual public meetings, 15 comments were provided, with six comments in support, six comments not in support, and three comments not pertaining to the proposed fiscal year 2027 service changes.

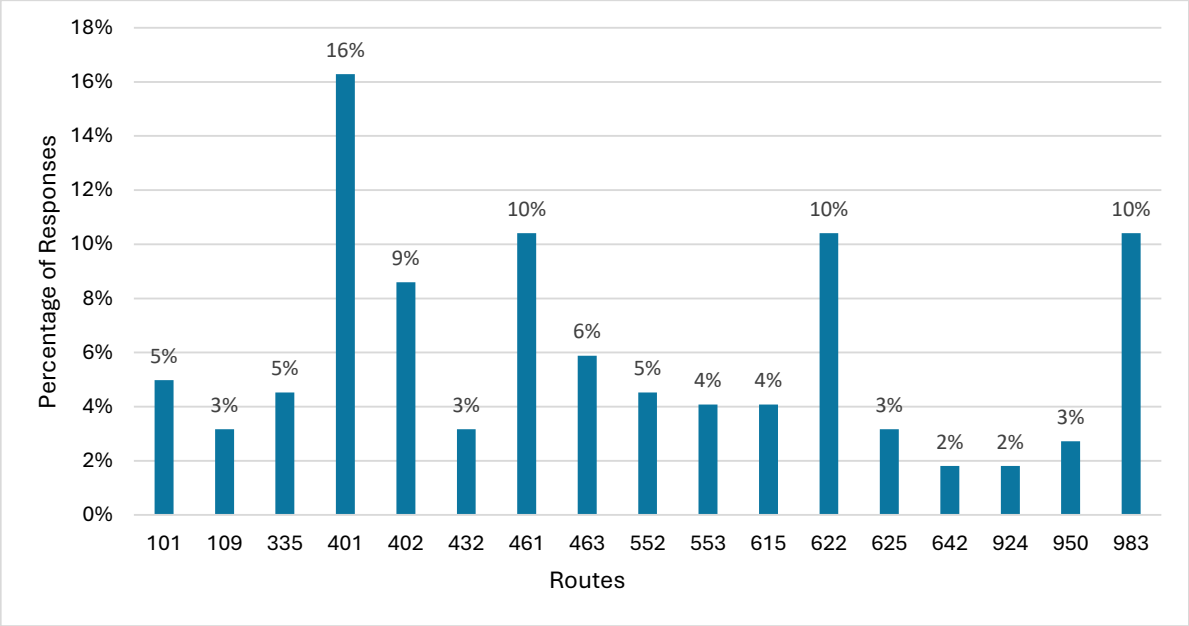
Chart 1: Public Comments Results



The following information summarizes the responses:

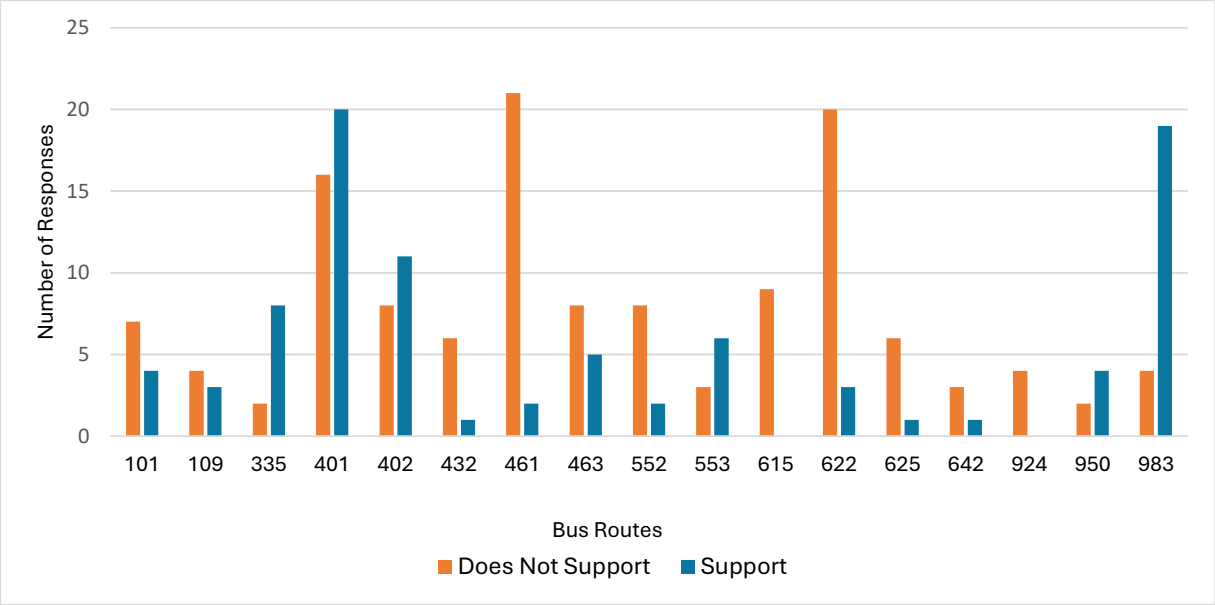
- The distance between Dulles Airport and Route 983 airport bus stop causes delays or missed buses. Airport workers also request extended evening service.
- Frequency cuts on Routes 461 and 463 will jeopardize the tight two-minute Metrorail-to-bus transfer windows for existing commuters.
- Align Route 553 with school bell times to manage overcrowding.
- Extend Route 574 to Tysons Metro and restore pre-2022 early weekend morning service.
- Extend service to Route 50 in Chantilly.
- Routes RIBS 1, RIBS 3, 552, 558, and 574 overlap service on North Shore Drive and Wiehle Avenue, which splits ridership between the five bus routes and creates an appearance of low demand.
- Concerns regarding regional connectivity with Reston–Herndon area.
- High satisfaction with Routes 401, 402, 670, and 983.

Chart 2: Feedback Provided by Route



As presented in Chart 2, of all the routes included in the online surveys and public meetings, Route 401 received the most comments with 36 responses (16 percent), while Routes 461, 622, and 983 each received 23 responses (10 percent).

Chart 3: Support Vs. Does Not Support



As presented in Chart 3, out of the 225 total responses (210 from the online surveys and 15 from the public meetings), 89 were in support, 133 were not in support, and three comments did not relate to the proposed fiscal year 2027 service changes. While many respondents advocated for maintaining or increasing current levels of service, there is a strong request for improved schedules and better accessibility. The respondents emphasized that the Connector transit service is a critical link for their commutes to work, school, and regional transit hubs (such as Metrorail stations).

Chart 4: Percentage of Responses Not in Support of Proposed Changes vs Monthly Ridership by Route

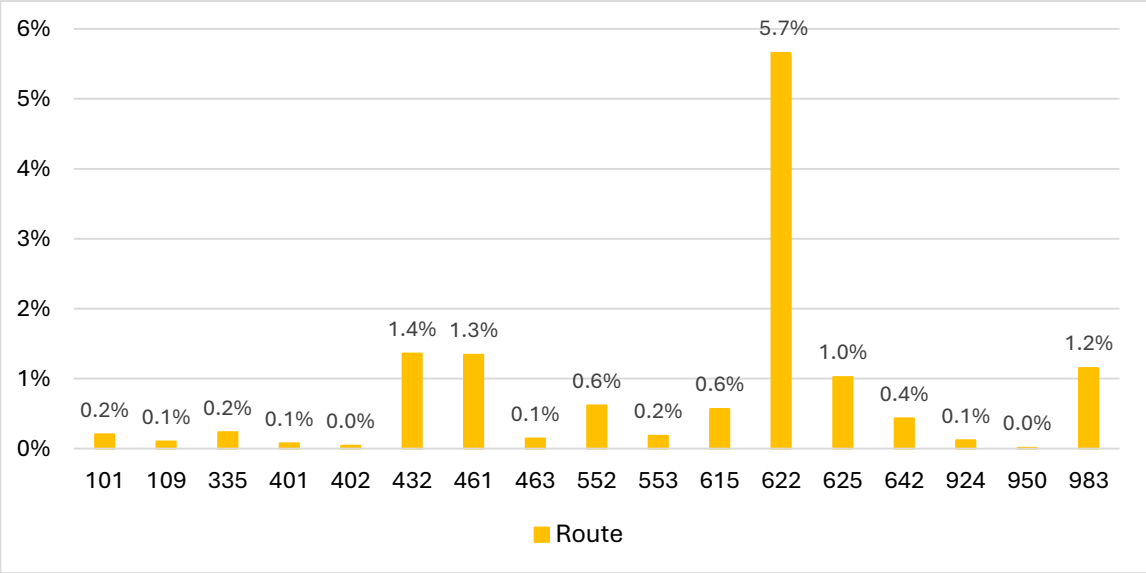
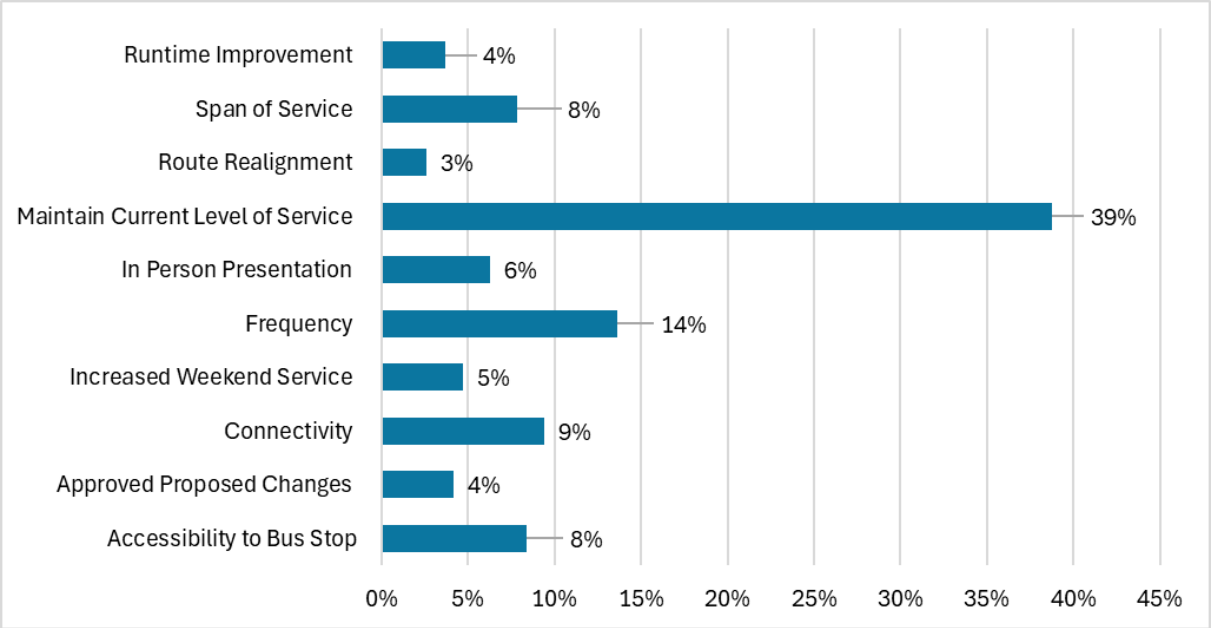


Chart 4 compares the number of public comments to monthly ridership by route. The comparison shows that the responses not in support of the proposed service changes represent less than one percent of each route's total ridership.

Chart 5: Additional Comments



As presented in Chart 5, when asked for additional comments, a total of 192 additional comments (180 from the online surveys and 12 from the public meetings) were provided by the respondents. Of the 192 additional comments:

- 46 percent requested improvements in frequency, accessibility to bus stops, connectivity, span of service, running time, and route realignment.
- 44 percent asked for more weekend service or to maintain the current level of service.
- Four percent approved of the changes to Routes 101, 401, 402, 432, 463, and 983.
- Six percent were made during the public meetings, and included the following comments/concerns:
    - Move the Route 983 airport bus stop closer to Dulles Airport.
    - Concerns regarding connectivity between western Herndon and eastern Loudoun County, as well as between the Reston–Herndon area and Tysons.
    - Dissatisfaction with the reduced frequency on Routes 462 and 463.

Conclusion

While passengers on high-volume routes (such as Routes 401 and 402) expressed concerns over schedule adjustments, the proposed changes are proactive measures designed to improve on-time performance. By aligning frequency with real-world traffic conditions, the Connector will provide more predictable arrival times, thereby directly addressing the reliability issues cited in public comments. Similarly, making Route 335's detour permanent and increasing Route 983 weekend frequency are strategic moves to stabilize schedules and meet demand.

The proposed service changes represent targeted optimizations rather than broad service removals. For the majority of affected routes, the span of service remains unchanged, protecting the first and last trips for daily commuters. Most modifications are minimal, such as reducing Route 101 by a single daily trip to match demand while maintaining core accessibility. In more significant changes, equity and connectivity were prioritized. For instance, Route 642 maintains midday service to mitigate potential disparate impacts, while Route 615 riders remain supported by alternative Connector and Metrobus options. Ultimately, the adjustments improve efficiency and fiscal responsibility, ensuring a more reliable transit system for most passengers.

For the routes facing elimination due to historically low ridership, specific mitigations and alternative transit options have been identified to ensure continued regional connectivity, as shown below.

Route	Elimination Details	Alternative Routes for Riders to Utilize
552	Eliminate entire route	RIBS 1, RIBS 3, RIBS 5, 558, 574, 924, 937, and 950
615	Eliminate Sunday service	610, 630, 651, and 672
622	Eliminate entire route	605
642	Eliminate weekend service	630 and 901

Overall, the service changes proposed for implementation in fiscal year 2027 would streamline operations, improve the rider experience, and preserve vital regional connectivity.

Title VI Service Equity Analysis
Proposed Fiscal Year 2027 Fairfax Connector Service Changes

Summary of Analysis Results

The service changes proposed for implementation on Summer 2026 were reviewed as mandated by the Federal Transit Administration (FTA) in *Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. The Title VI analysis showed that the proposed service changes for Routes 461, 552, 553, 615, 622, 642, 651, and 983 met the major service change threshold, and their adverse effects were considered when doing this analysis. The analysis suggested the proposed service changes to Route 642 would result in a disparate impact (DI) on minority riders. Accordingly, further evaluation was conducted to minimize any adverse effects. The results of this evaluation, including the route's low usage and the availability of other routes serving the same area, provide substantial legitimate justification for Route 642 changes. Additionally, in compliance with Title VI, there are no practical alternatives that would improve route efficiency with a less disparate impact. For all other proposed service changes, no Title VI disparate impact or disproportionate burden was found.

Relevant Fairfax County Title VI Program Elements

A service equity analysis may require the evaluation of as many as four items depending on the route's nature, proposed changes, and served environment. The policies listed in this section are contained in the County's Title VI Program, as approved by the Board of Supervisors in July 2023.

A major service change is defined as either an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified.

An adverse effect occurs when the proposed service change incorporates any of the following modifications:

- Service is eliminated.
- Headways are modified by at least 20 percent and 10 minutes.
- The span of service is modified by at least 10 percent and two hours.
- New service is implemented.

A disparate impact (DI) occurs under the following circumstances:

- For a proposed service increase or fare reduction, calculate service area minority population percent minus route area minority population percent. If the result is greater than or equal to +10 percent, then a DI has occurred.
- For a proposed service reduction or fare increase, calculate route area minority population percent minus service area minority population percent. If the result is greater than or equal to +10 percent, then a DI has occurred.

A disproportionate burden (DB) occurs under the following circumstances:

- For a proposed service increase or fare reduction, calculate service area low-income population percent minus route area low-income population percent. If the result is greater than or equal to +10 percent, then a DB has occurred.
- For a proposed service reduction or fare increase, calculate route area low-income population percent minus service area low-income population percent. If the result is greater than or equal to +10 percent, then a DB has occurred.

For any changes exceeding established DI or DB thresholds, the FTA guidance to agencies (*Circular* Chapter IV-16; emphasis in original) requires that:

"If a transit provider chooses not to alter the proposed service changes despite the potential disparate impact on minority populations, or if the transit provider finds, even after the revisions, that minority riders will continue to bear a disproportionate share of the proposed service change, the transit provider may implement the service change *only* if:

- "the transit provider has a substantial legitimate justification for the proposed service change; **and**
- "the transit provider can show that there are no alternatives that would have a less disparate impact on minority riders but would still accomplish the transit provider's legitimate program goals."

The Fairfax County Department of Transportation (FCDOT) measured the percentages of minority and low-income riders impacted by the proposed service changes and then compared those percentages to the system-wide profile for Fairfax Connector (50.7 percent minority and 19.4 percent low-income) to determine whether the service changes would cause a DI or a DB.

Overview

The service changes proposed for implementation in fiscal year 2027 include Routes 101, 109, 335, 401, 402, 432, 461, 463, 552, 553, 615, 622, 625, 642, 924, 950, and 983. Note that Route 651 was included in this Title VI analysis because a minor run time adjustment will be made to improve reliability. Additionally, Routes 605 and 630 were included in the analysis due to operational interlining with Routes 615 and 642, respectively.

Major Service Change Evaluation

Each of the above routes included in the proposed service changes was evaluated against the major service change threshold defined in the County's Title VI Program. Table 1 shows Routes 461, 552, 553, 615, 622, 625, 642, 651, and 983 met the major service change threshold and required further analysis.

Table 1: Proposed Service Changes

Route	Proposed Change in Revenue Hours (%)			Proposed Change in Revenue Miles (%)			Met Major Service Change Threshold?
	Weekday	Sat.	Sun.	Weekday	Sat.	Sun.	
101	-7.9%	-	-	-1.7%	-	-	NO
109	-22.5%	-	-	-14.3%	-	-	NO
335	12.4%			-5.3%			NO
401	2.3%	-	-	-4.4%	-2.0%	-2.0%	NO
402	2.5%	-	-	-0.9%	0.8%	0.8%	NO
432	-2.8%			-20.0%			NO
461	-28.7%			-28.6%			YES
463	-6.0%	-	-	-6.2%	-	-	NO
552	-100.0%			-100.0%			YES
553	-39.6%			-43.3%			YES
605	8.7%	-	6.2%	-	-	-	NO
615	-27.5%	-	-100.0%	-31.8%	-	-100.0%	YES
622	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	YES
625	-57.1%			-61.5%			YES
630	-2.5%	7.4%	7.6%	-	-	0.0%	NO
642	-52.5%	-100.0%	-100.0%	-53.3%	-100.0%	-100.0%	YES
651	-3.6%	31.1%	31.0%	-	-	-	YES
924	-19.6%	-	-	-19.8%	-	-	NO
950	-9.8%	-	-	-9.5%	-	-	NO
983	-	69.0%	64.3%	2.8%	33.5%	33.5%	YES

Routes 461, 552, 553, 615, 622, 625, 642, 651, and 983 were further analyzed for potential adverse effects, as shown in Table 2. Except for Route 651, these routes met the adverse effect thresholds, so they were further evaluated for possible DI/DB.

Table 2: Adverse Effect Analysis

Route	Service Change	Headway Modified by at Least 20% and 10 mins				Span of Service Modified by at Least 10% and 2 hours		
		Weekday Peak	Weekday Midday	Sat.	Sun.	Weekday	Sat.	Sun.
461	Reduce	-100.0% (20 mins)	No change	N/A	N/A	No change	N/A	N/A
552	Eliminate	Eliminate	N/A	N/A	N/A	Eliminate	N/A	N/A
553	Reduce	-100.0% (20 mins)	N/A	N/A	N/A	No change	N/A	N/A
615	Reduce	-33.3% (15 mins)	-33.3% (15 mins)	No change	Eliminate	No change	No change	Eliminate
622	Eliminate	Eliminate	Eliminate	Eliminate	Eliminate	Eliminate	Eliminate	Eliminate
625	Reduce	Eliminate	No change	N/A	N/A	-62% (8 hrs)	N/A	N/A
642	Reduce	No change	-100%	Eliminate	Eliminate	-58% (9 hrs 22 mins)	Eliminate	Eliminate
651	Improve	No change	No change	No change	No change	No change	No change	No change
983	Improve	No change	No change	33% (20 mins)	33% (20 mins)	No change	2% (17 mins)	9% (58 mins)

Data Sources

Data on the minority population by census block group is from Table B03002 from the American Community Survey, 2017–2021 five-year estimates. The minority population is defined as all persons who are not within the non-Hispanic white population. Data on the low-income households by census block group is from Table B19001 from the American Community Survey, 2017–2021 five-year estimates. Low-income households are defined as households making under $60,000 annually.

Equity Analysis

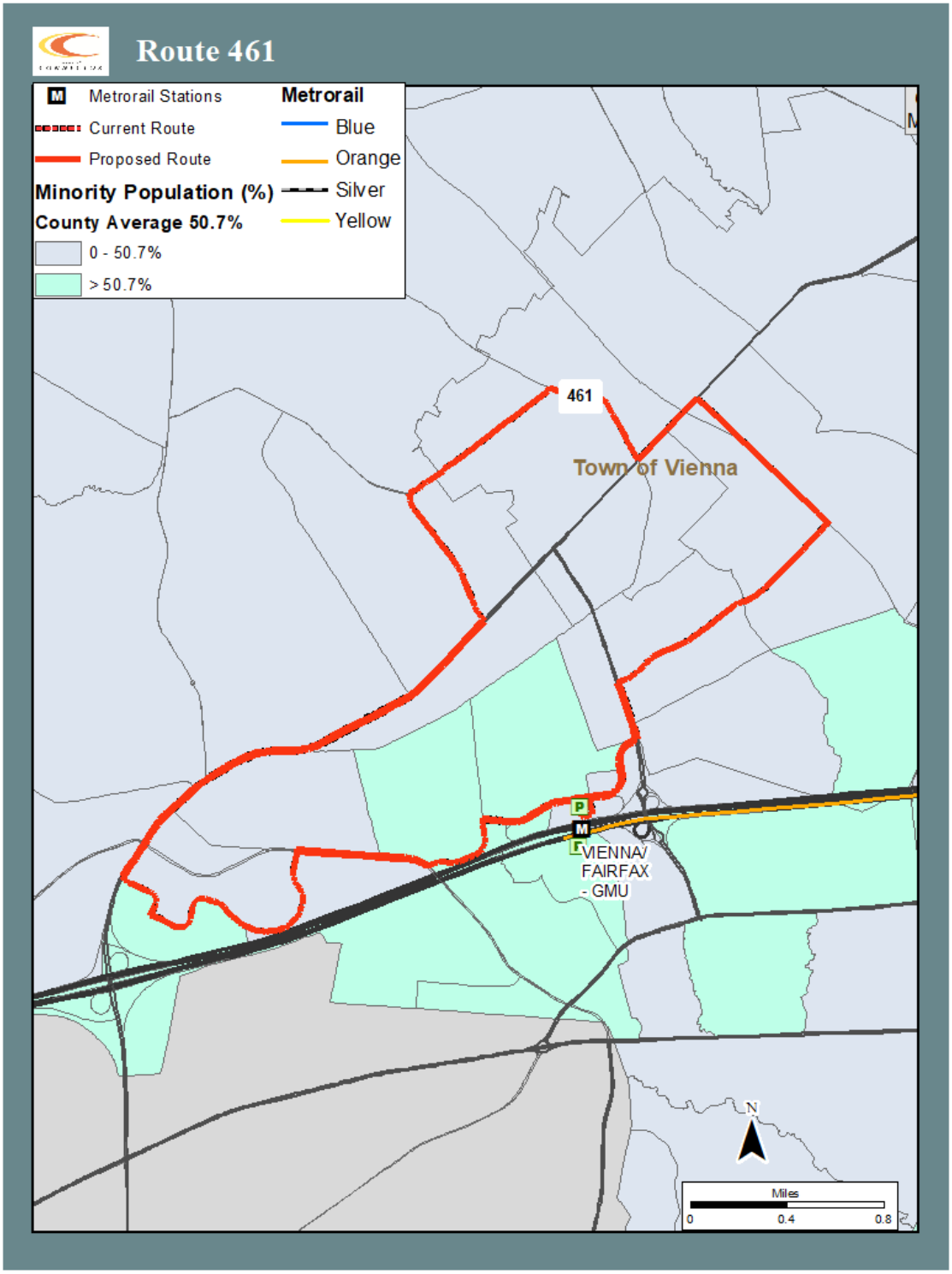
Route 461: Vienna – Oakton
Disparate Impact (DI): Within the service area of Route 461, the minority population is 42.7 percent. Since the proposed change will reduce service, the difference between the route area and service area minority is calculated. The difference of -8 percent does not exceed the 10 percent threshold. Therefore, there is no DI for minority riders.

Table 3: Route 461 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference Over Threshold
461	Reduce	23,391	9,989	42.7%	50.7%	-8%	10%	No

Figure 1 shows the proposed route alignment in relation to predominantly minority census block groups.

Figure 1: Route 461 Minority Population Map



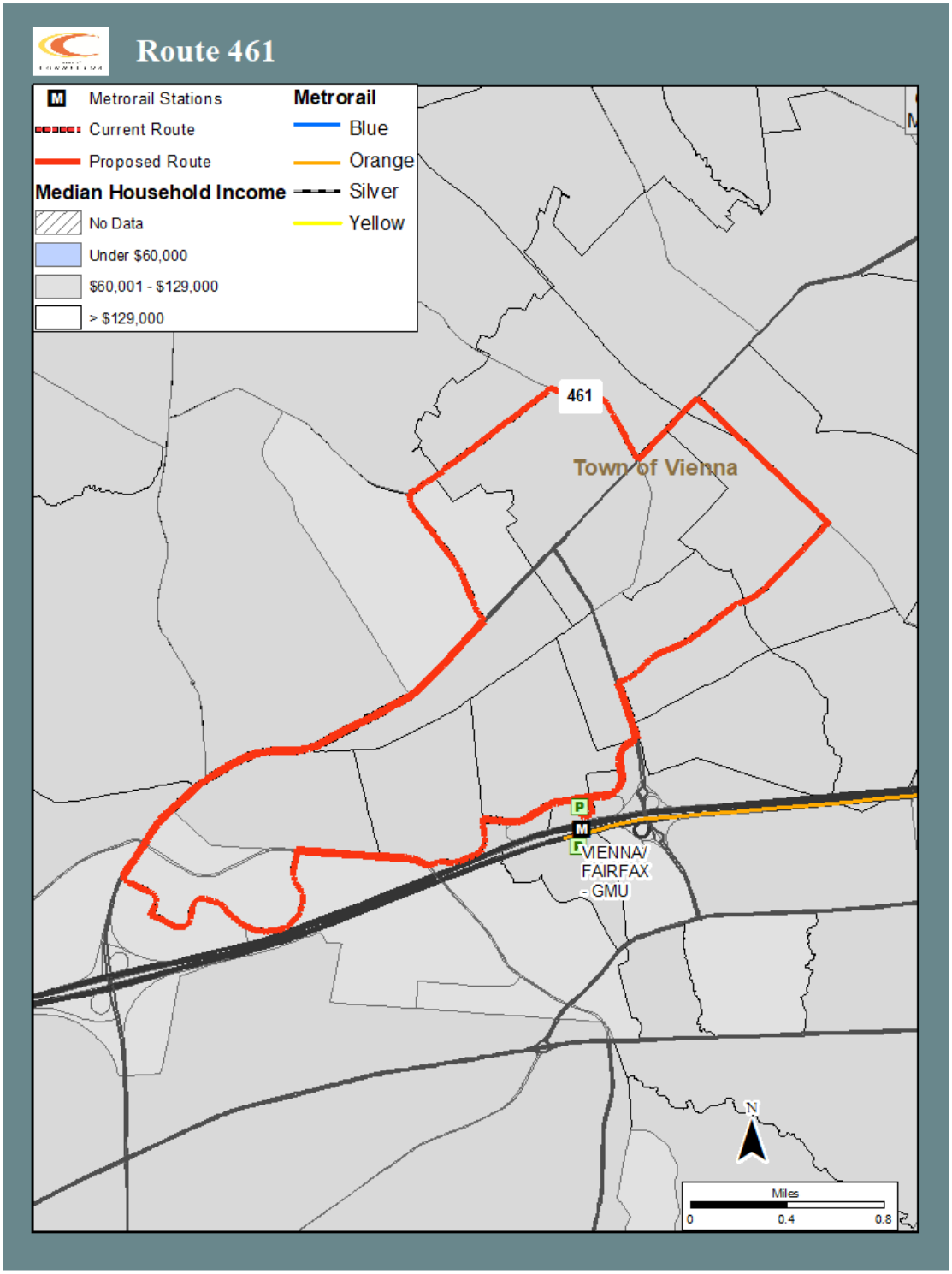
Disproportionate Burden (DB): Within the service area of Route 461, the low-income households are 16.3 percent. Since the proposed change will reduce service, the difference between the route area and service area low-income households is calculated. The difference of -3.1 percent does not exceed the 10 percent threshold. Therefore, there is no DB for low-income riders.

Table 4: Route 461 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	Service Area Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
461	Reduce	9,032	1,472	16.3%	19.4%	-3.1%	10%	No

Figure 2 shows the proposed route alignment in relation to predominantly low-income census block groups.

Figure 2: Route 461 Low-income Households Map



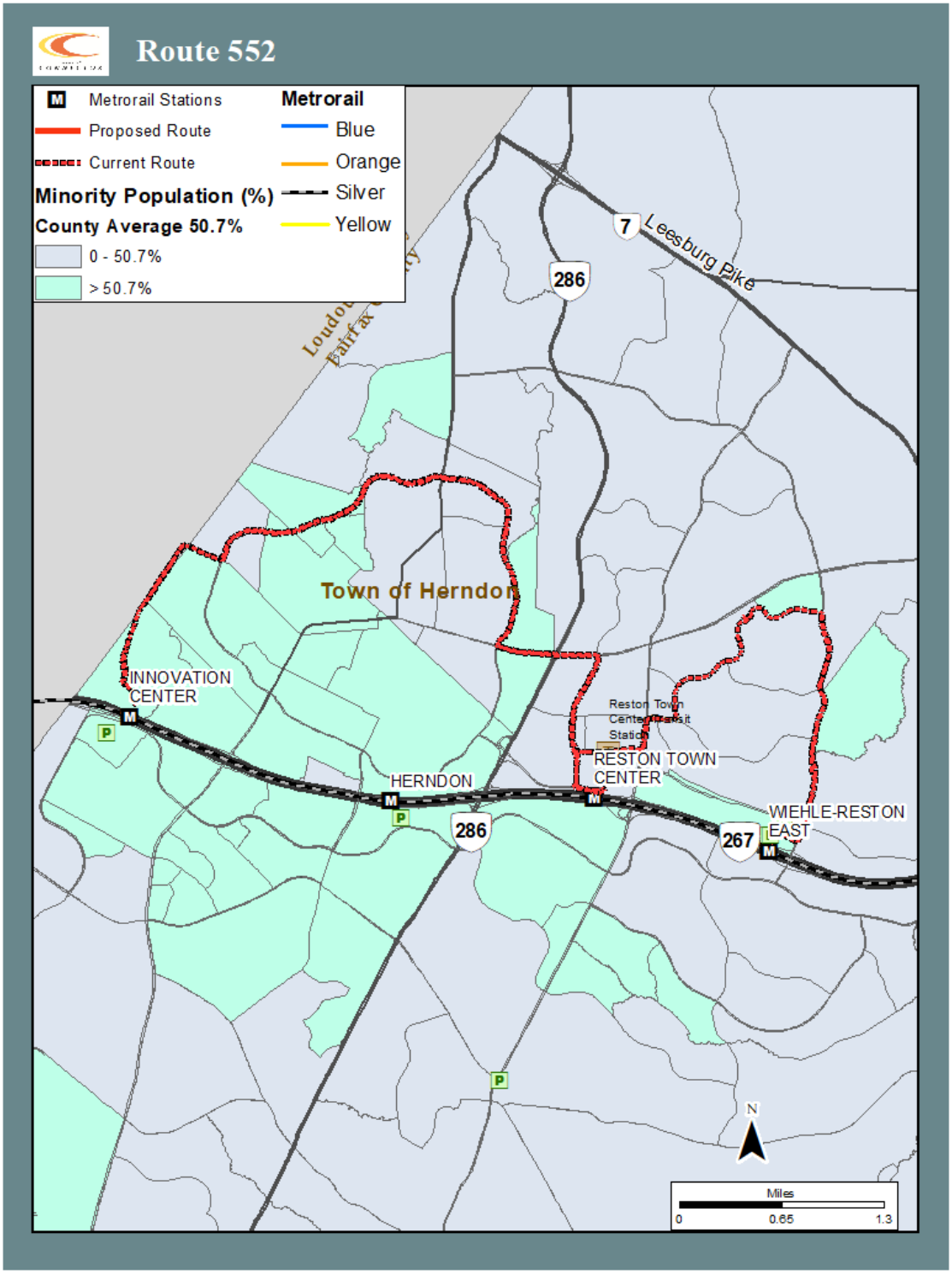
Route 552: Innovation Center – Wiehle – Reston East
Disparate Impact (DI): Within the service area of Route 552, the minority population is 47.8 percent. Since the proposed change will eliminate service, the difference between the route area and service area minority is calculated. The difference of -2.9 percent does not exceed the 10 percent threshold. Therefore, there is no DI for minority riders.

Table 5: Route 552 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference Over Threshold
552	Eliminate	30,100	14,377	47.8%	50.7%	-2.9%	10%	No

Figure 3 shows the proposed route alignment in relation to predominantly minority census block groups.

Figure 3: Route 552 Minority Population Map



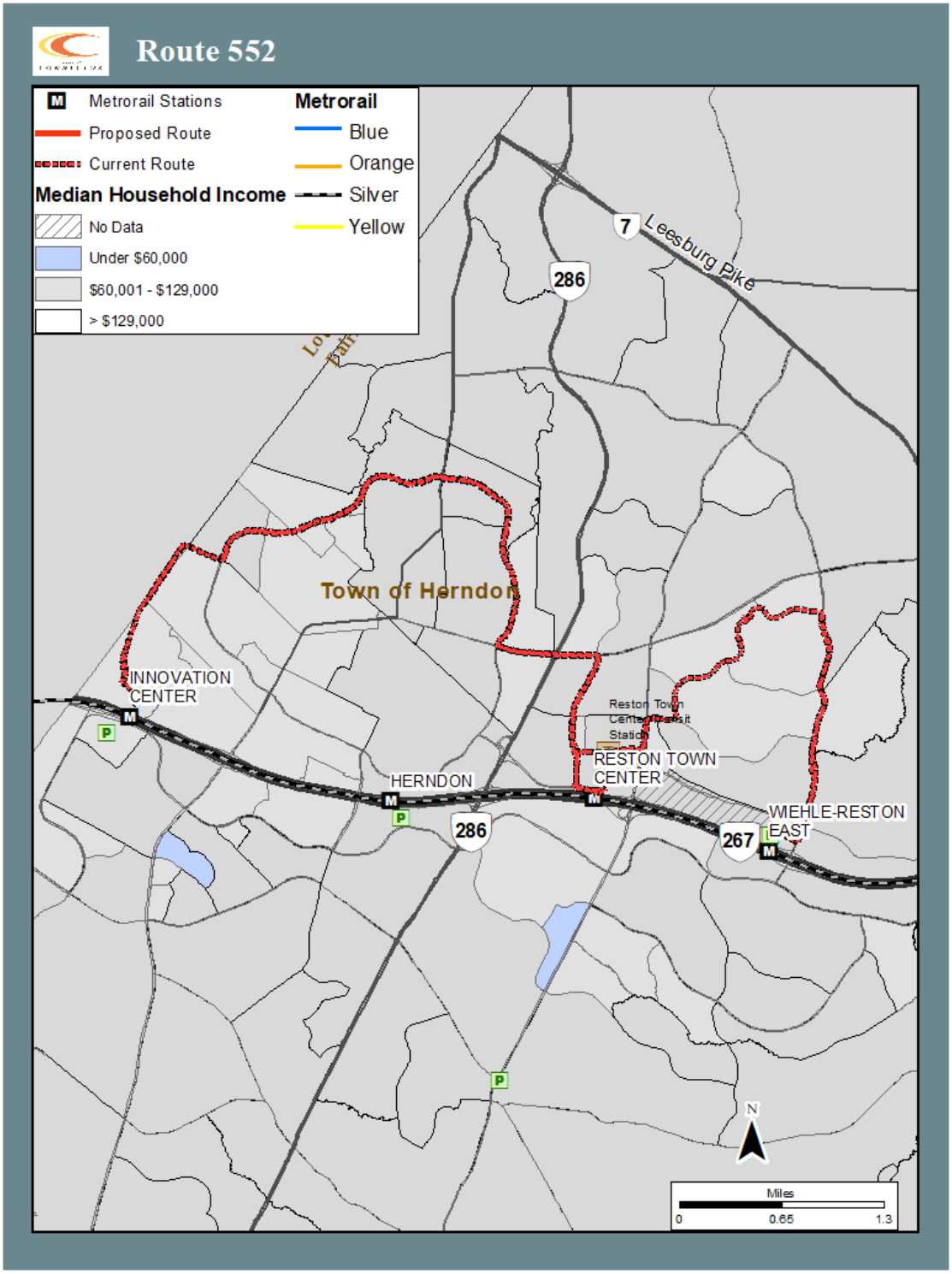
Disproportionate Burden (DB): Within the service area of Route 552, the low-income households are 20.9 percent. Since the proposed change will eliminate service, the difference between the route area and service area low-income households is calculated. The difference of 1.5 percent does not exceed the 10 percent threshold. Therefore, there is no DB for low-income riders.

Table 6: Route 552 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	Service Area Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
552	Eliminate	13,084	2,734	20.9%	19.4%	1.5%	10%	No

Figure 4 shows the proposed route alignment in relation to predominantly low-income census block groups.

Figure 4: Route 552 Low-income Households Map



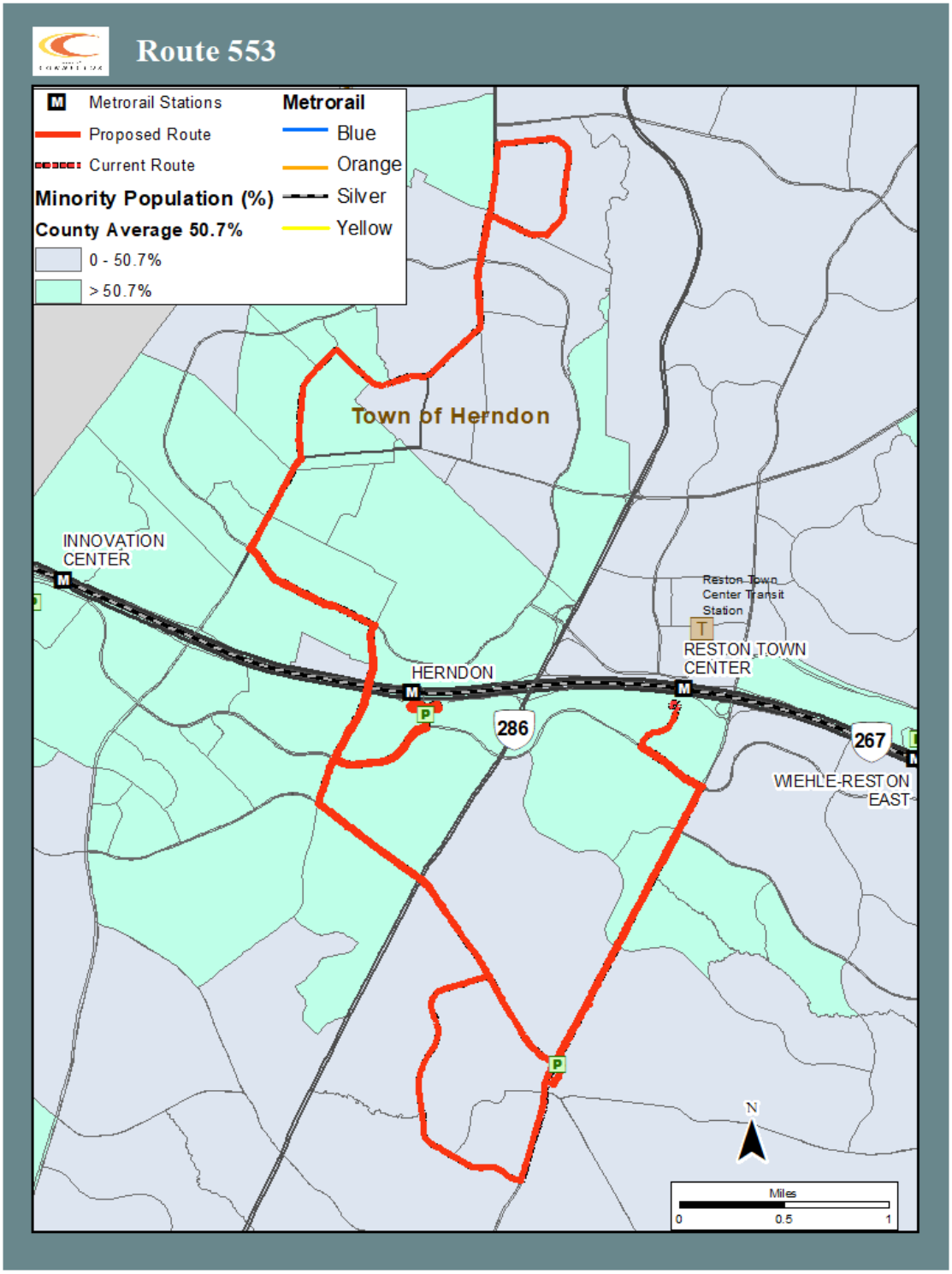
Route 553: Kingstream – Herndon – Fox Mill
Disparate Impact (DI): Within the service area of Route 553, the minority population is 60.5 percent. Since the proposed change will reduce service, the difference between the route area and service area minority is calculated. The difference of 9.9 percent does not exceed the 10 percent threshold. Therefore, there is no DI for minority riders.

Table 7: Route 553 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference Over Threshold
553	Reduce	28,683	17,363	60.5%	50.7%	9.9%	10%	No

Figure 5 shows the proposed route alignment in relation to predominantly minority census block groups.

Figure 5: Route 553 Minority Population Map



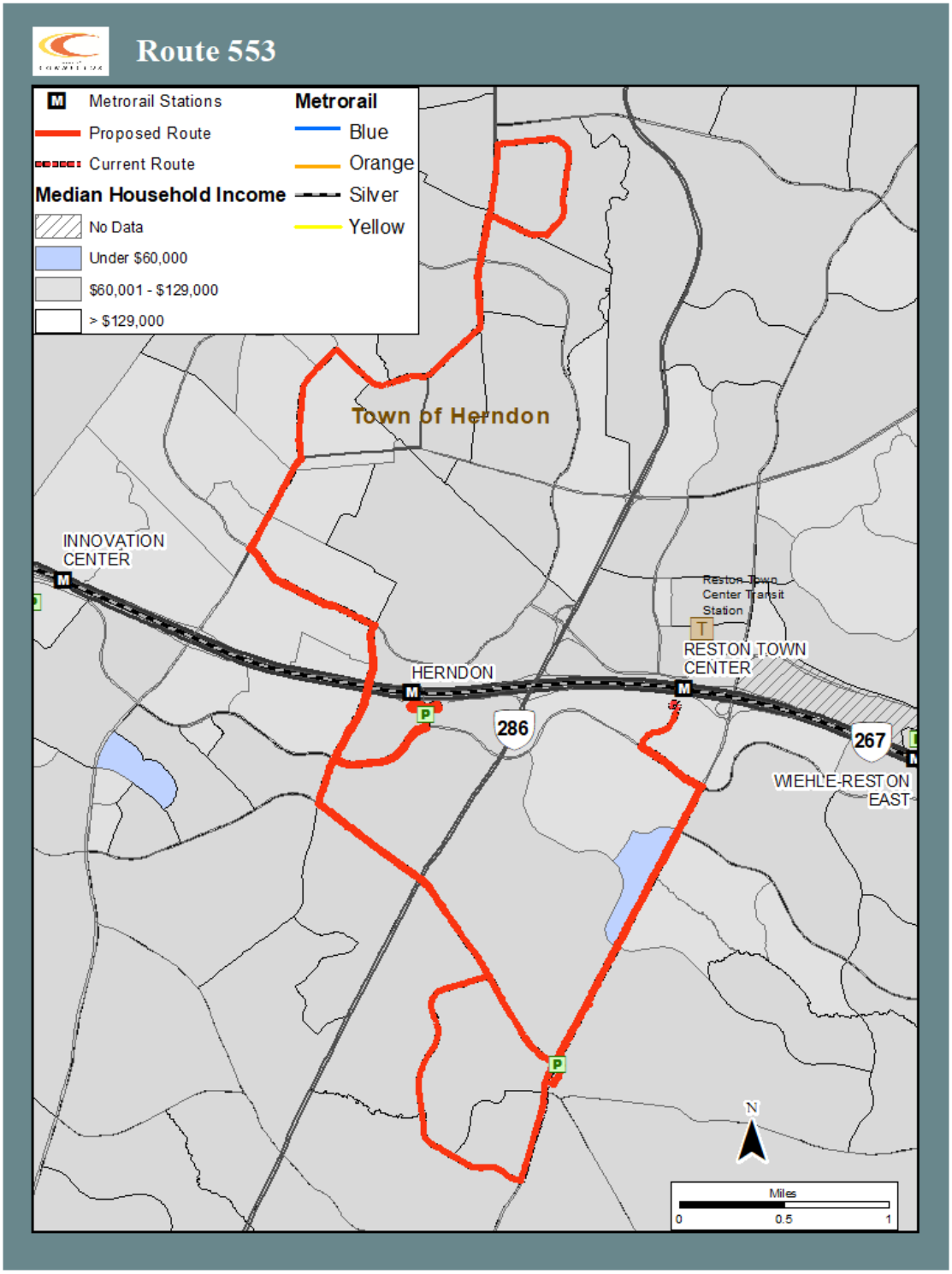
Disproportionate Burden (DB): Within the service area of Route 553, the low-income households are 20.7 percent. Since the proposed change will reduce service, the difference between the route area and service area low-income households is calculated. The difference of 1.3 percent does not exceed the 10 percent threshold. Therefore, there is no DB for low-income riders.

Table 8: Route 553 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	Service Area Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
553	Reduce	9,715	2,014	20.7%	19.4%	1.3%	10%	No

Figure 6 shows the proposed route alignment in relation to predominantly low-income census block groups.

Figure 6: Route 553 Low-income Households Map



Route 615: Fair Oaks – Greenbriar

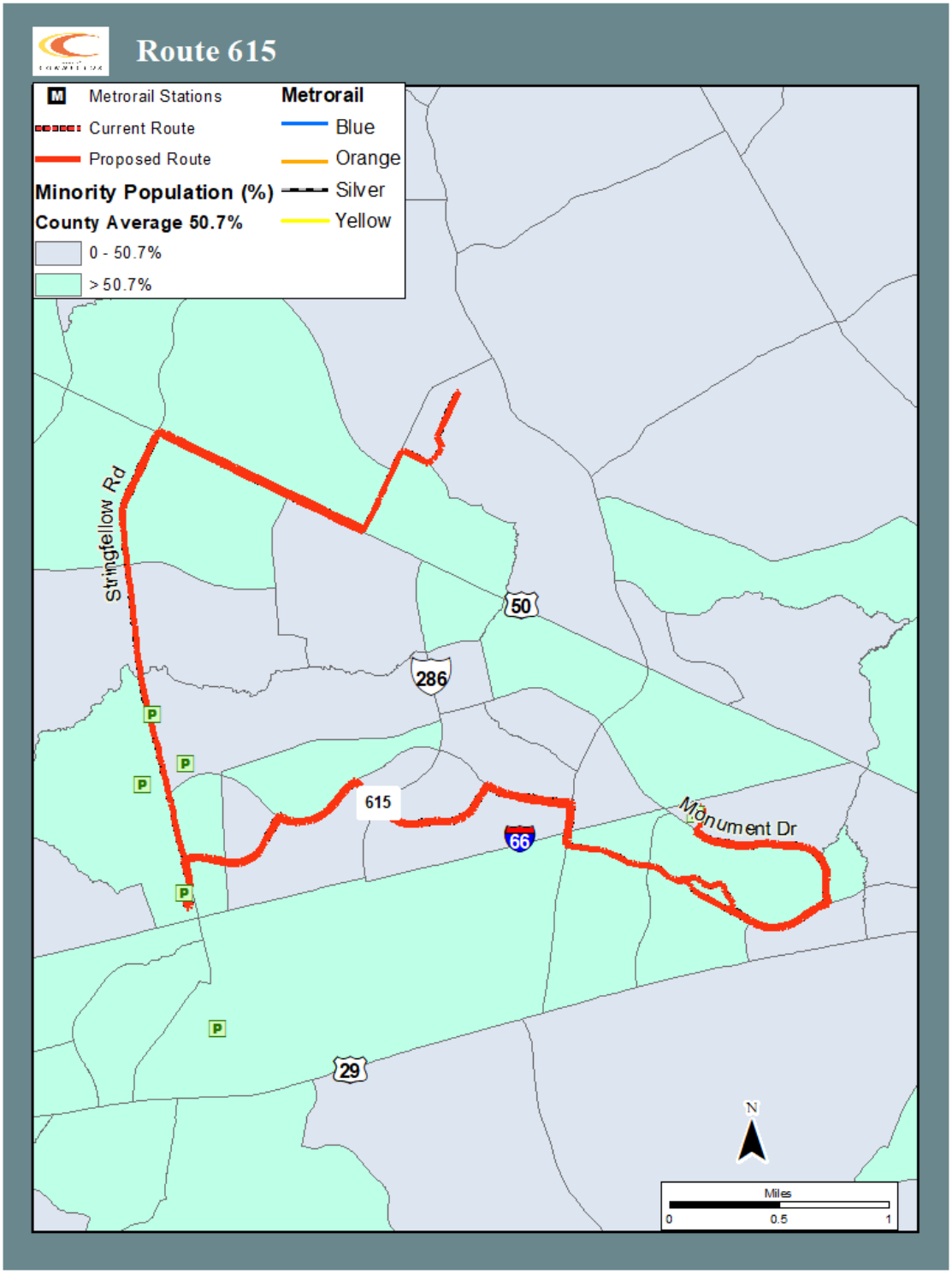
Disparate Impact (DI): Within the service area of Route 615, the minority population is 50.7 percent. Since the proposed change will reduce service, the difference between the route area and service area minority is calculated. The difference of zero percent does not exceed the 10 percent threshold. Therefore, there is no DI for minority riders.

Table 9: Route 615 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference Over Threshold
615	Reduce	25,844	13,094	50.7%	50.7%	0%	10%	No

Figure 7 shows the proposed route alignment in relation to predominantly minority census block groups.

Figure 7: Route 615 Minority Population Map



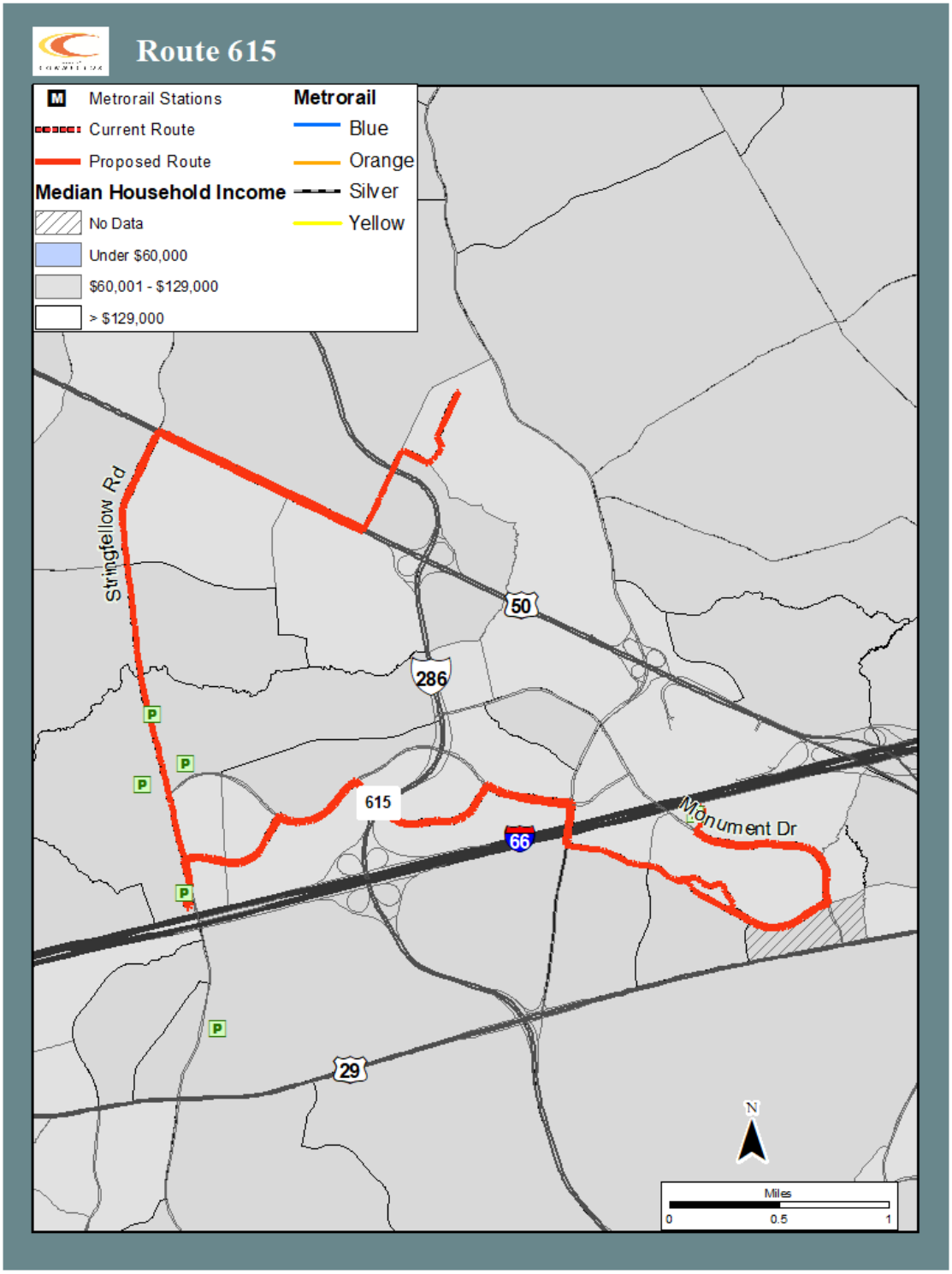
Disproportionate Burden (DB): Within the service area of Route 615, the low-income households are 21.4 percent. Since the proposed change will reduce service, the difference between the route area and service area low-income households is calculated. The difference of 2 percent does not exceed the 10 percent threshold. Therefore, there is no DB for low-income riders.

Table 10: Route 615 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	Service Area Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
615	Reduce	11,114	2,382	21.4%	19.4%	2%	10%	No

Figure 8 shows the proposed route alignment in relation to predominantly low-income census block groups.

Figure 8: Route 615 Low-income Households Map



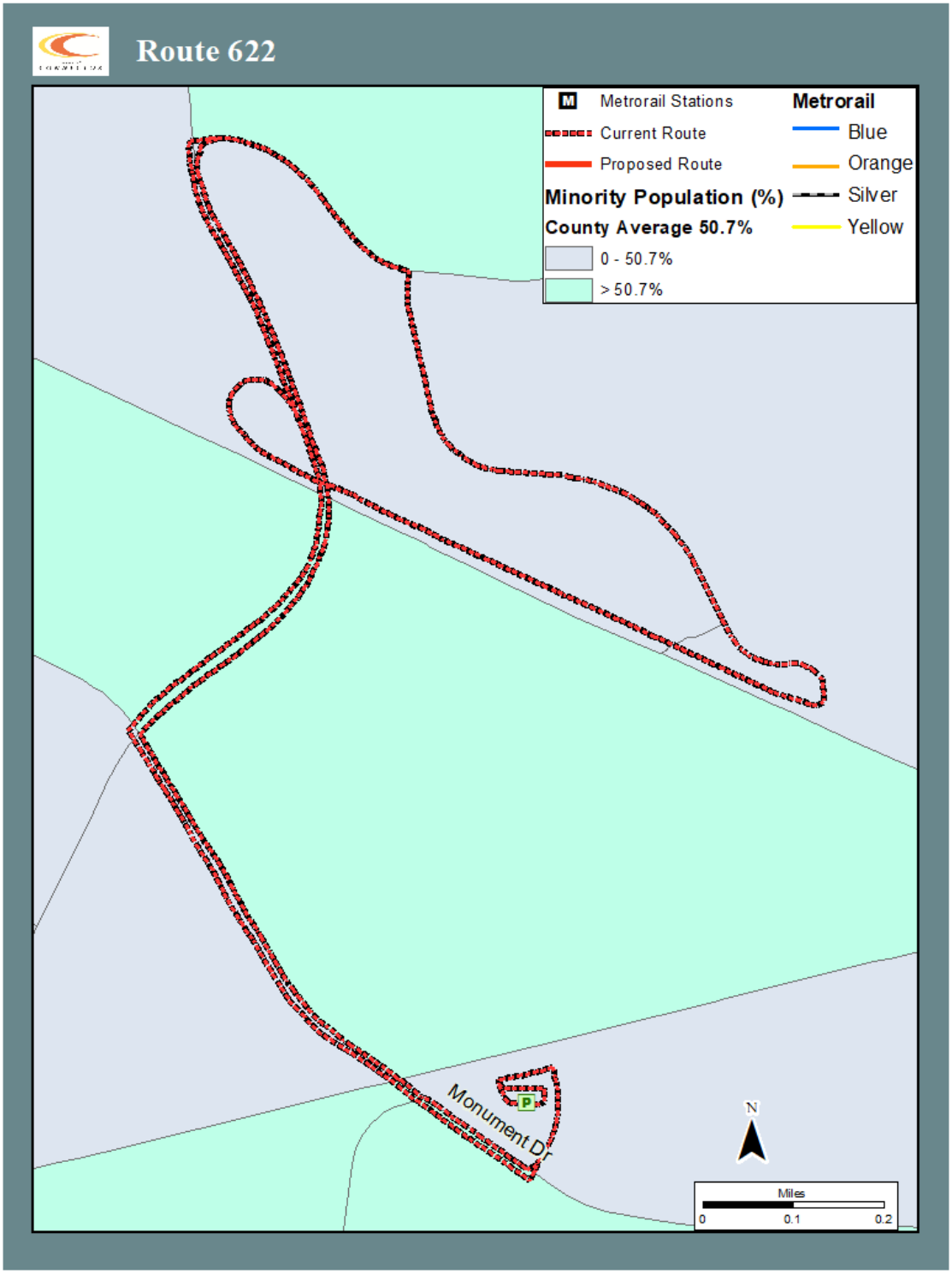
Route 622: Penderbrook – Monument Drive
Disparate Impact (DI): Within the service area of Route 622, the minority population is 51.1 percent. Since the proposed change will eliminate service, the difference between the route area and service area minority is calculated. The difference of 0.4 percent does not exceed the 10 percent threshold. Therefore, there is no DI for minority riders.

Table 11: Route 622 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference Over Threshold
622	Eliminate	8,649	4,418	51.1%	50.7%	0.4%	10%	No

Figure 9 shows the proposed route alignment in relation to predominantly minority census block groups.

Figure 9: Route 622 Minority Population Map



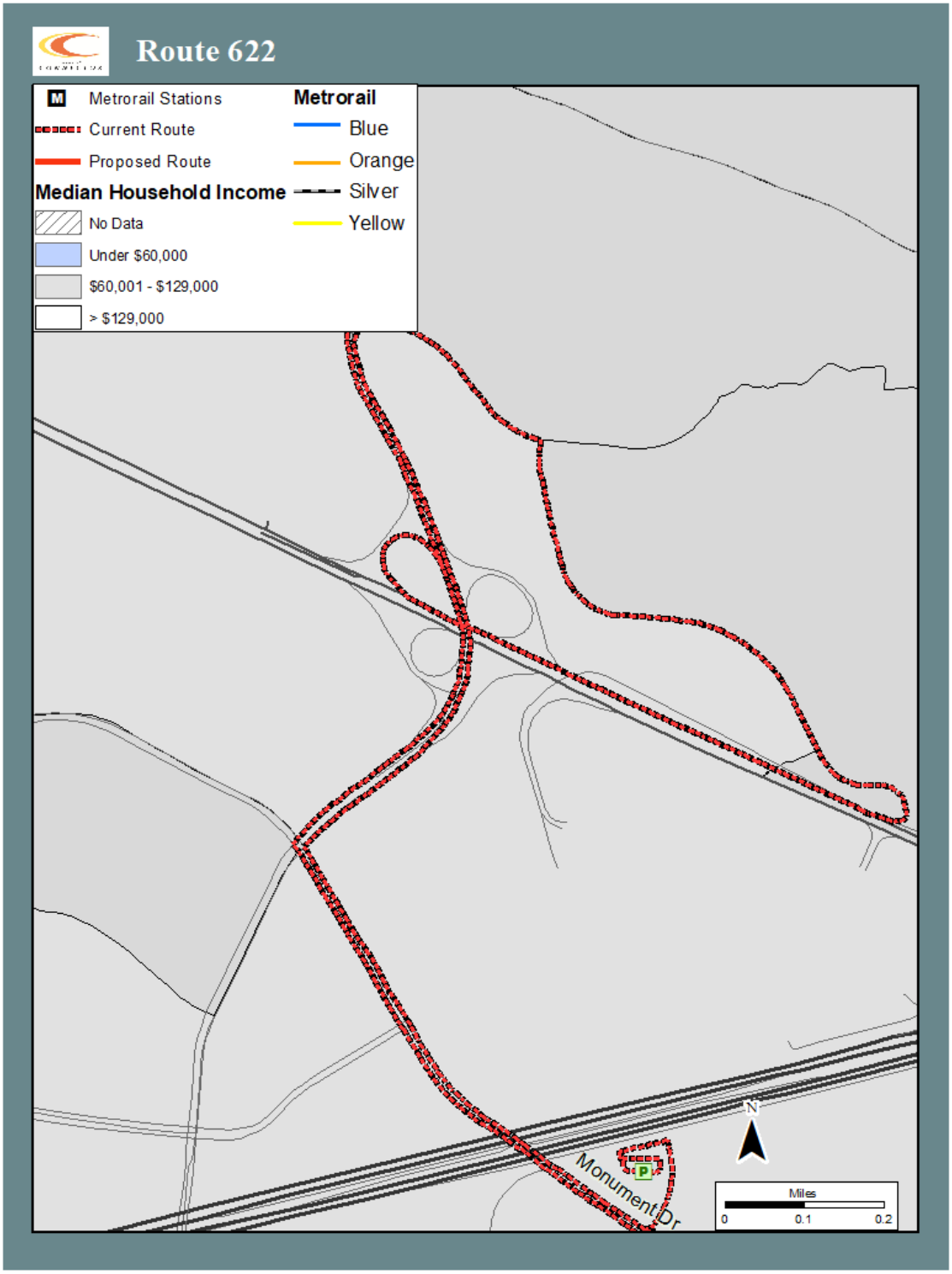
Disproportionate Burden (DB): Within the service area of Route 622, the low-income households are 24.4 percent. Since the proposed change will eliminate service, the difference between the route area and service area low-income households is calculated. The difference of 5 percent does not exceed the 10 percent threshold. Therefore, there is no DB for low-income riders.

Table 12: Route 622 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	Service Area Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
622	Eliminate	4,259	1,040	24.4%	19.4%	5%	10%	No

Figure 10 shows the proposed route alignment in relation to predominantly low-income census block groups.

Figure 10: Route 622 Low-income Households Map



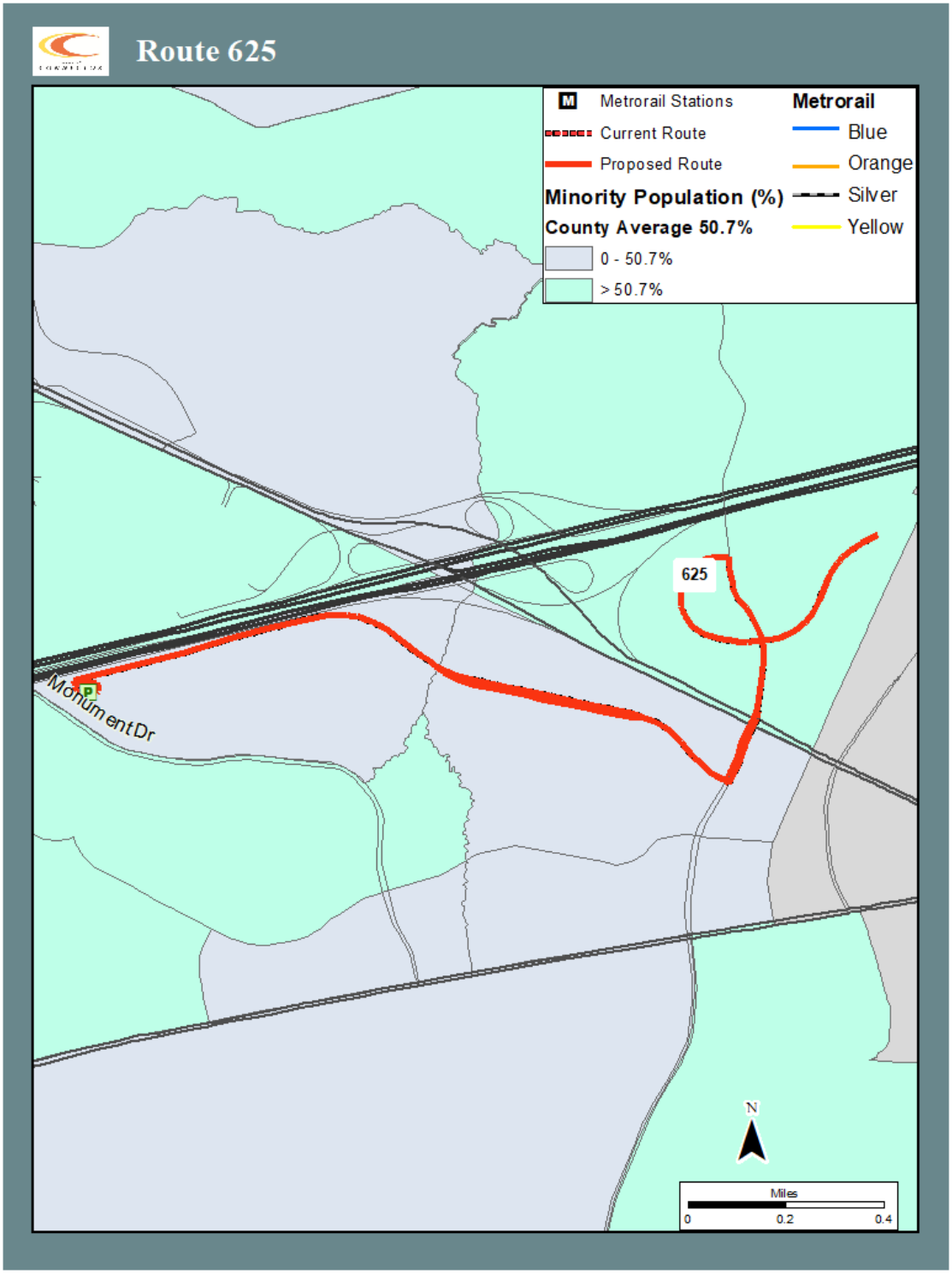
Route 625: Random Hills – Pender Drive
Disparate Impact (DI): Within the service area of Route 625, the minority population is 46.8 percent. Since the proposed change will reduce service, the difference between the route area and service area minority is calculated. The difference of -3.9 percent does not exceed the 10 percent threshold. Therefore, there is no DI for minority riders.

Table 13: Route 625 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference Over Threshold
625	Reduce	8,416	3,938	46.8%	50.7%	-3.9%	10%	No

Figure 11 shows the proposed route alignment in relation to predominantly minority census block groups.

Figure 11: Route 625 Minority Population Map



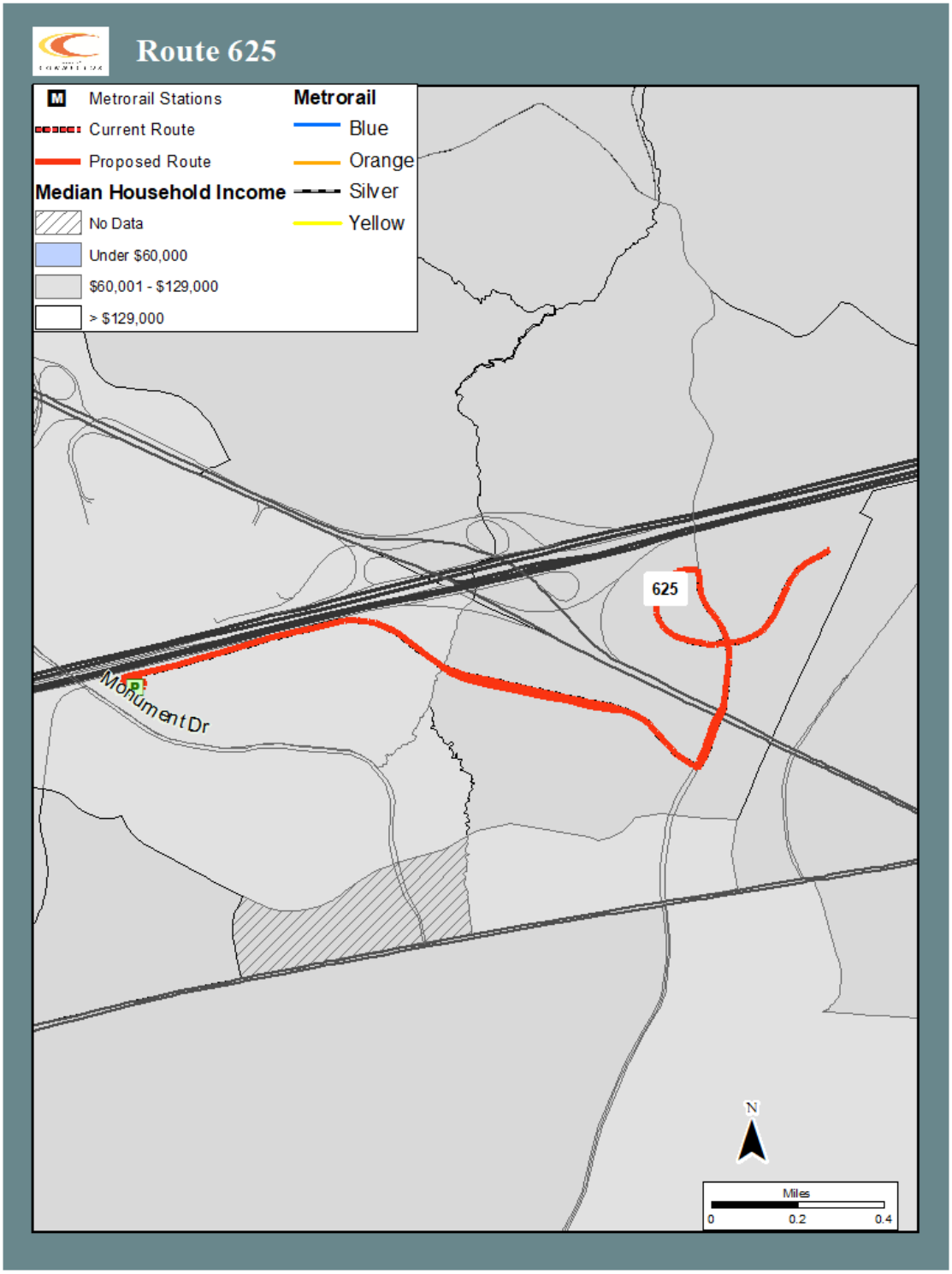
Disproportionate Burden (DB): Within the service area of Route 625, the low-income households are 18.6 percent. Since the proposed change will reduce service, the difference between the route area and service area low-income households is calculated. The difference of -0.8 percent does not exceed the 10 percent threshold. Therefore, there is no DB for low-income riders.

Table 14: Route 625 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	Service Area Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
625	Reduce	3,841	715	18.6%	19.4%	-0.8%	10%	No

Figure 12 shows the proposed route alignment in relation to predominantly low-income census block groups.

Figure 12: Route 625 Low-income Households Map



Route 642: Stone Road – Centreville North
Disparate Impact (DI): Within the service area of Route 642, the minority population is 60.7 percent. Since the proposed change will reduce service, the difference between the route area and service area minority is calculated. The difference of 10 percent met the 10 percent threshold. Therefore, there is a DI for minority riders.

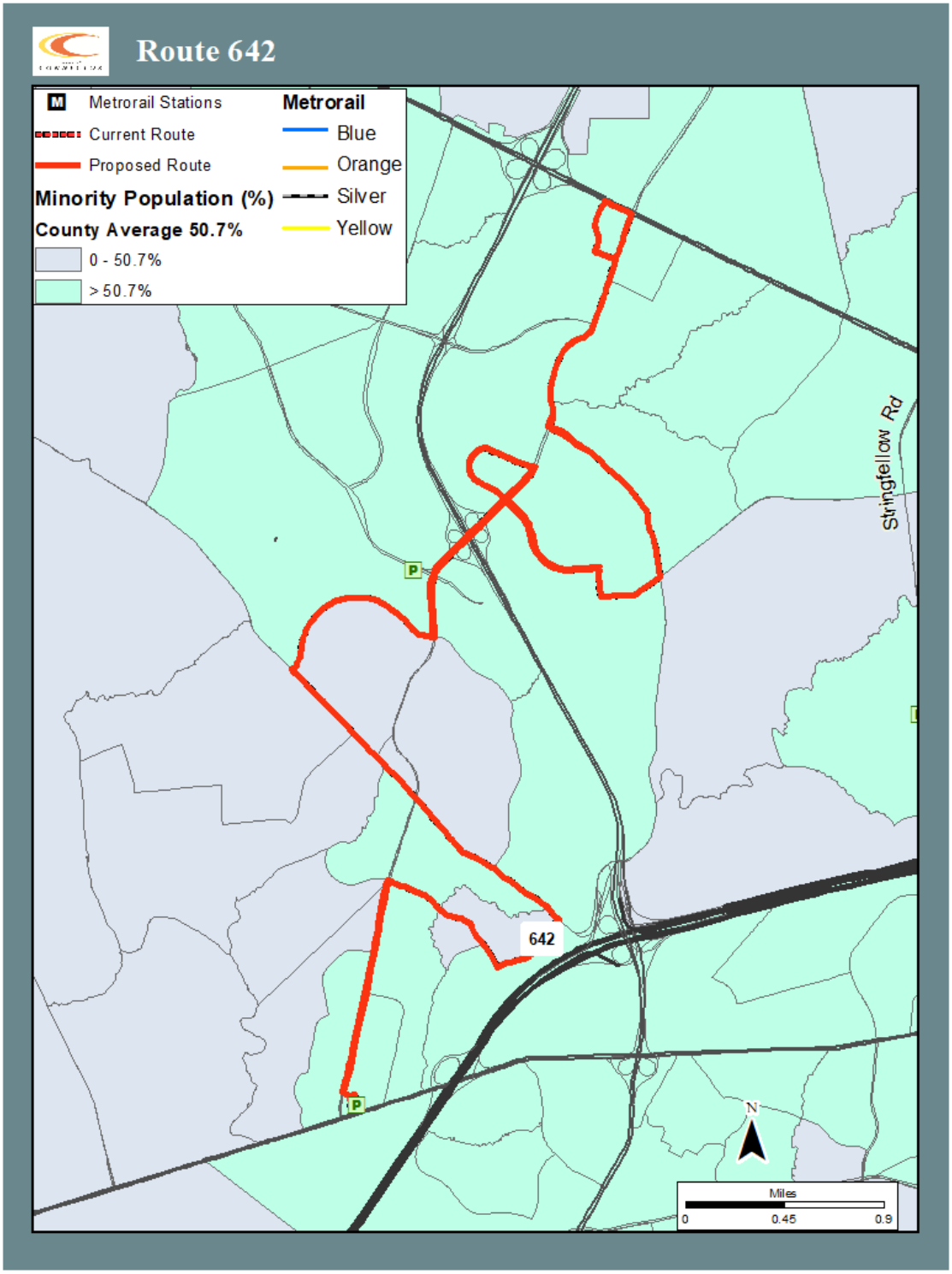
Table 15: Route 642 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference Over Threshold
642	Reduce	19,307	11,720	60.7%	50.7%	10%	10%	Yes

Legitimate Justification: Route 642 has only 3.6 passengers per hour, which is well below the system-wide average of 11.13 passengers per hour. To improve service efficiency, weekday off-peak service will be reduced to two midday trips and weekend service will be eliminated. During the affected midday and weekend periods, riders would continue to be served by Routes 651 and 901 that serve the same area. There are no practical alternatives that would improve route efficiency with a less disparate impact on minority riders.

Figure 13 shows the proposed route alignment in relation to predominantly minority census block groups.

Figure 13: Route 642 Minority Population Map



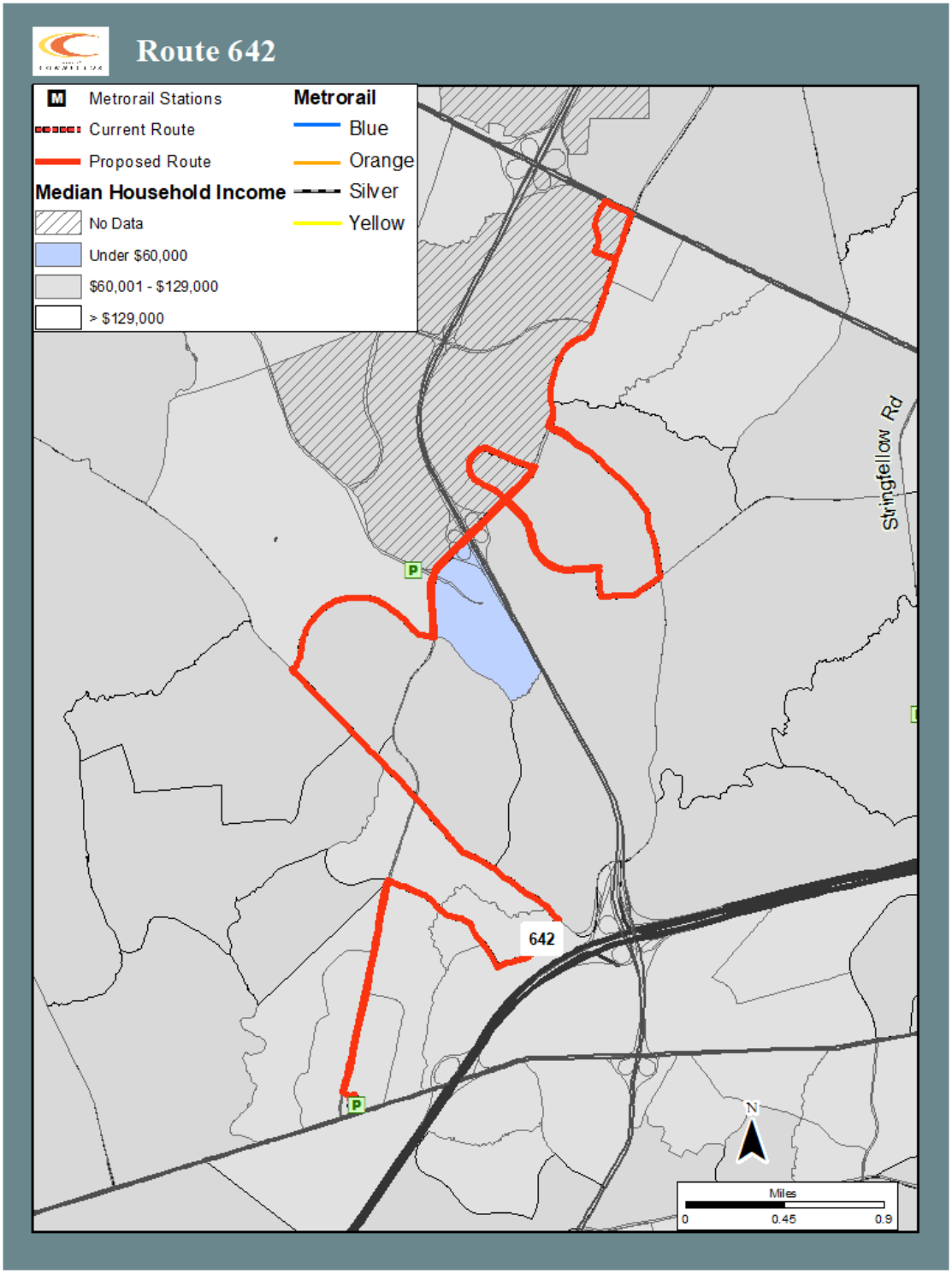
Disproportionate Burden (DB): Within the service area of Route 642, the low-income households are 28 percent. Since the proposed change will reduce service, the difference between the route area and service area low-income households is calculated. The difference of 8.6 percent does not exceed the 10 percent threshold. Therefore, there is no DB for low-income riders.

Table 16: Route 642 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	Service Area Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
642	Reduce	6,623	1,856	28%	19.4%	8.6%	10%	No

Figure 14 shows the proposed route alignment in relation to predominantly low-income census block groups.

Figure 14: Route 642 Low-income Households Map



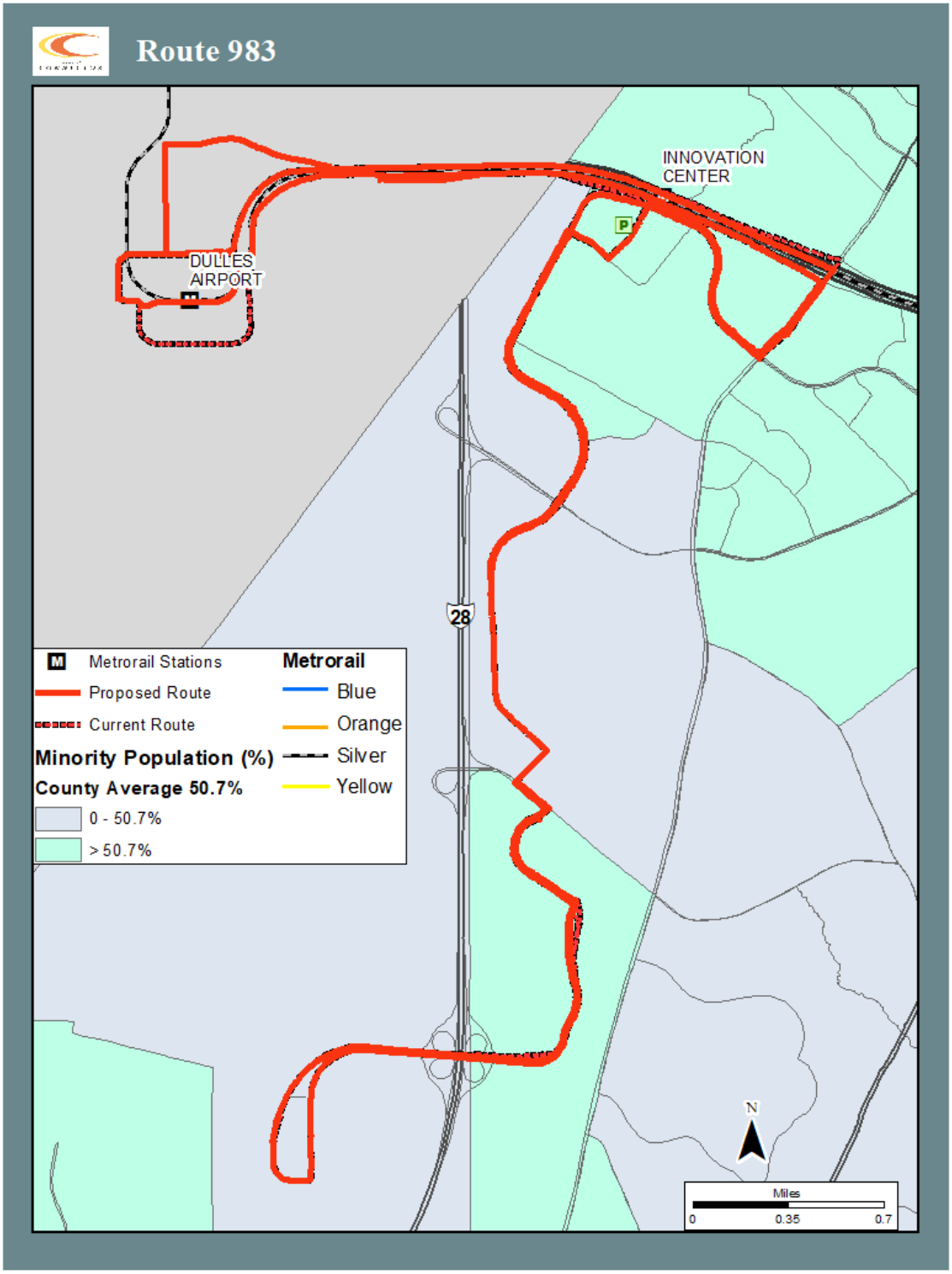
Route 983: Dulles Airport – Udvar Hazy Center
Disparate Impact (DI): Within the service area of Route 983, the minority population is 66.3 percent. Since the proposed change will improve service, the difference between the service area and route area minority is calculated. The difference of -15.6 percent does not exceed the 10 percent threshold. Therefore, there is no DI for minority riders.

Table 17: Route 983 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference Over Threshold
983	Improve	14,582	9,668	66.3%	50.7%	-15.6%	10%	No

Figure 15 shows the proposed route alignment in relation to predominantly minority census block groups.

Figure 15: Route 983 Minority Population Map



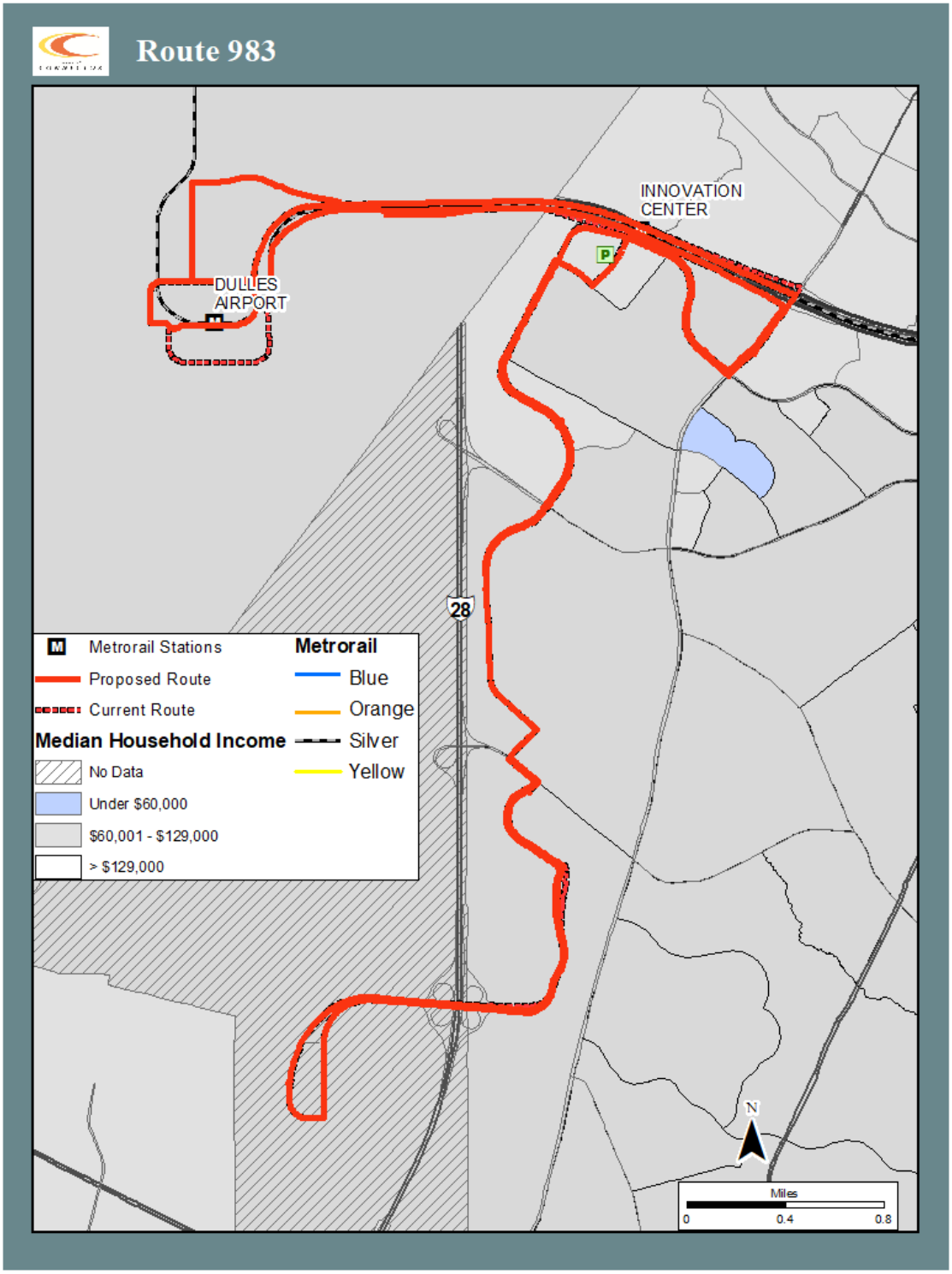
Disproportionate Burden (DB): Within the service area of Route 983, the low-income households are 20 percent. Since the proposed change will improve service, the difference between the service area and route area low-income households is calculated. The difference of -0.6 percent does not exceed the 10 percent threshold. Therefore, there is no DB for low-income riders.

Table 18: Route 983 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	Service Area Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
983	Improve	5,678	1,136	20%	19.4%	-0.6%	10%	No

Figure 16 shows the proposed route alignment in relation to predominantly low-income census block groups.

Figure 16: Route 983 Low-income Households Map



Conclusion

Overall, the service changes proposed for implementation in fiscal year 2027 would improve route reliability and operational efficiency. The Title VI analysis indicated the proposed changes to Route 642 would result in a disparate impact on minority riders. However, Route 642 currently has lower ridership than the system-wide average. During the affected midday and weekend periods, riders would continue to have access to Routes 651 and 901 that serve the same area. There are no alternatives that would improve route efficiency with a less disparate impact on minority riders.

Board Agenda Item
May 5, 2026

INFORMATION – 1

Fairfax-Fall Church Community Services Board FY2027 Fee Schedule

BACKGROUND:
Since its establishment in 1969, the Fairfax-Falls Church Community Services Board (CSB) has complied with *Section 37.2-504 (A) (7) of the Code of Virginia*, which states the CSB shall prescribe a reasonable schedule of fees for services provided by personnel or facilities under the jurisdiction or supervision of the CSB Board and establish procedures for the collection of the same.

In order to ensure a consistent, fair, and reasonable fee structure as required by the Code of Virginia, as well as to develop a structured, streamlined operation, the following fee setting process has been approved by the CSB Board.

Process for annual rate setting for the CSB fee schedule:

1. Align service fees with annual non-facility rates published by Medicare (CMS, Centers for Medicare and Medicaid Services).

2. For services not priced by Medicare, the CSB will use the Department of Medical Assistance Services (DMAS), Virginia's Medicaid authority, fee schedule.

3. If the CSB has a service that is not priced by either CMS or DMAS, the CSB will use the negotiated rate of the payer as the rate on the fee schedule.

Medicare publishes updates to their Physician Fee Schedule every January. DMAS publishes updates to the Medicaid Fee Schedule every July. Therefore, to streamline the annual fee schedule updating process, the CSB proposes the following timeline:
- Jan – CSB staff updates fee schedule that aligns with newly published rates
- Jan/Feb – CSB Board reviews updated fee schedule (informational item)
- Feb/Mar – CSB Board votes to approve fee schedule and submits to BOS (Board of Supervisors) for implementation
- Mar/Apr – CSB staff works with Board of Supervisors (BOS) clerk to add informational item to upcoming BOS meeting
- Apr/May – BOS concurs with the new fees to be effective as of July 1
- July 1 – New fees go into effect

Revisions to the Fee Schedule and update process will be submitted to the CSB Board for approval on February 25, 2026, CSB Board meeting. Following CSB Board

approval, the Fee Schedule will be submitted to the Board of Supervisors (BOS) for their review and implementation at the May 2026 BOS meeting. Following the Board of Supervisors review and if no objections are presented, CSB staff will inform clients, notify staff, conduct necessary training, and apply adjustments to the Electronic Health Record, with an effective date not sooner than July 1, 2026.

FISCAL IMPACT:
The fee related documents provide the CSB with uniform mechanisms to maximize revenues for the delivery of services from Medicaid, Medicare, and other health insurance plans as well as other program/client fees. The FY 2026 Revised Budget Plan for the CSB services includes $25,744,624 which is $3,136,688 higher than $22,607,936 included in the FY 2025 Adopted Budget Plan.The actual revenue collection on this category in FY 2025 was $30,208,031.

ENCLOSED DOCUMENTS:
Attachment 1: FY 2027 CSB Fee Schedule
Attachment 2: Summary Changes to CSB FY 2027 Fee Schedule

STAFF:
Christopher Leonard, Deputy County Executive
Barbara Wadley-Young, Executive Director, Fairfax-Falls Church Community Services Board (CSB)
Elif Ekingen, Chief Financial Officer, CSB
Angad Buttar, Revenue Cycle Manager, CSB

Self Pay Final Fee Schedule, FY 2027							
Service Description	**Service Code**	**Revenue Code (Facility Billing Only)**	**Subject to Ability to Pay Scale**	**Previous Rate**	**New Rate Eff 7/1/2026**	**Unit**	**Change**
Psychiatric diagnostic evaluation	90791		Yes	$182.11	$188.26	per event	$6.15
Psychiatric Diagnositic Evaluation w/Medical Services	90792		Yes	$205.73	$220.45	per event	$14.72
Psychotherapy w/patient 30 minutes	90832		Yes	$85.93	$93.06	per event	$7.13
Psychotherapy w/patient 45 minutes	90834		Yes	$113.42	$123.52	per event	$10.10
Psychotherapy w/patient 60 minutes	90837		Yes	$168.00	$181.03	per event	$13.03
Psychotherapy for crisis - initial 60 minutes	90839		Yes	$161.92	$173.97	per hour	$12.05
Psychotherapy for crisis -each additional 30 minutes	90840		Yes	$79.55	$83.76	each add'l 30 min	$4.21
Family psychotherapy w/o patient present 50 minutes	90846		Yes	$106.07	$113.31	per event	$7.24
Family psychotherapy w/patient present 50 minutes	90847		Yes	$110.60	$117.17	per event	$6.57
Group Psychotherapy (other than of a multiple-family group)	90853		Yes	$30.69	$33.01	per event	$2.32
Therapeutic Prophylactic/DX injection SUBQ/IM	96372		Yes	$15.83	$17.37	per event	$1.54
Handling and/or conveyance of a specimen for trasfer from the physician's office to a lab	99000		Yes	$3.68	$3.68	per event	$0.00
Office/outpatient established patient, may not req Physician/Qmp	99211		Yes	$26.20	$27.96	per event	$1.76
Office/outpatient established patient, low medical decision making (MDM) 15-29 minutes	99212		Yes	$62.45	$67.01	per event	$4.56
Office/outpatient established patient, low MDM 20-29 minutes	99213		Yes	$100.28	$106.56	per event	$6.28
Office/outpatient established patient, mod MDM 30-39 minutes	99214		Yes	$140.72	$151.49	per event	$10.77
Office/outpatient established patient, high MDM 40-54 minutes	99215		Yes	$196.97	$214.58	per event	$17.61
SUD Care Coordination	G9012		Yes	$243.00	$243.00	per month	$0.00
Behavioral health counseling and therapy, per 15 minutes	H0004		Yes	$0.00	$25.56	per 15 min	$25.56
Alcohol and/or drug services; group counseling by a clinician	H0005		Yes	$0.00	$7.72	per event	$7.72
Clinically managed high-intensity residential services (Adult) - ASAM level 3.5	H0010 - HB	Revenue Code(s) 1002, and DRG(s) 894-897	Yes	$557.08	$576.41	per day	$19.33
Intensive Outpatient - ASAM level 2.1	H0015	Revenue Code 905 or 906	Yes	$250.00	$266.25	per day	$16.25
Case Management, Mental Health	H0023		Yes	$367.31	$367.31	per month	$0.00
Assertive Community Treatment (Large Team)	H0040		Yes	$196.64	$196.64	per diem	$0.00
Assertive Community Treatment (Medium Team)	H0040 - U1		Yes	$209.55	$209.55	per diem	$0.00
Assertive Community Treatment (Small Team)	H0040 - U2		Yes	$241.56	$241.56	per diem	$0.00
Assertive Community Treatment (Large Team-High Fidelity)	H0040 - U3		Yes	$235.22	$235.22	per diem	$0.00
Assertive Community Treatment (Medium Team-High Fidelity)	H0040 - U4		Yes	$255.72	$255.72	per diem	$0.00
Assertive Community Treatment (Small Team-High Fidelity)	H0040 - U5		Yes	$303.55	$303.55	per diem	$0.00
Mobile Crisis (1:1 Licensed)/(1:1 Prescreener)/(Non-Emergency 1:1 Prescreener Licensed) - Crisis Intervention Service	H2011 -HO/32/HK		Yes	$78.19	$78.19	per 15 min	$0.00
Mobile Crisis (2:1 MA/PEER) - Crisis Intervention Service	H2011 - HT,HM		Yes	$125.24	$125.24	per 15 min	$0.00
Mobile Crisis (2:1 Licensed/PEER) - Crisis Intervention Service	H2011 - HT,HO		Yes	$133.66	$133.66	per 15 min	$0.00
Mobile Crisis (2:1 MA/MA) - Crisis Intervention Service	H2011 - HT,HN		Yes	$136.70	$136.70	per 15 min	$0.00
Mobile Crisis (2:1 Licensed, MA) - Crisis Intervention Service	H2011 - HT		Yes	$145.12	$145.12	per 15 min	$0.00
Psychosocial rehabilitation services -Residential crisis stabilization unit	H2018	Revenue Code(s) 1001, and DRG(s) 876, 880-887	Yes	$847.04	$847.04	per diem	$0.00

Attachment 1

Self Pay Final Fee Schedule, FY 2027							
Service Description	**Service Code**	**Revenue Code (Facility Billing Only)**	**Subject to Ability to Pay Scale**	**Previous Rate**	**New Rate Eff 7/1/2026**	**Unit**	**Change**
Crisis Stabilization - Therapeutic behavioral services	H2019		Yes	$100.13	$114.38	per 15 min	$14.25
Detoxification, Medical/Social Residential-setting	H2036 - HB	Revenue Code(s) 1002, and DRG(s) 894-897	Yes	$557.08	$576.41	per day	$19.33
Drop-In Support Services, ID	None		Yes	Rate set by vendor(s) but no less than $2 per hour and for those with incomes above 150% of FPL, apply 20% liability (based on ATP Scale) of the CSB contracted negotiated rate. If below 150% of FPL, charge $2 per hour	Rate set by vendor(s) but no less than $2 per hour and for those with incomes above 150% of FPL, apply 20% liability (based on ATP Scale) of the CSB contracted negotiated rate. If below 150% of FPL, charge $2 per hour	per hour	$0.00
Late Cancellation or No Show (commercial insurance coverage only)	None		Yes	$25.00	$25.00	per appointment	$0.00
Residential Fee ID Community Living Services	None		No	75%	75%	of monthly gross income	$0.00
Residential Fee MH/SA Community Living Services	None		No	30%	30%	of monthly gross income	$0.00
Returned Check (due to insuffient funds or closed account)	None		No	$50.00	$50.00	per check	$0.00
Transportation	None		No	$100.00	$100.00	per month	$0.00
Urine Retest	None		No	$0.00	$35.00	each	$35.00
Release of Information: Research	None		No	$10.00	$10.00	per event	$0.00
Release of Information: Per Page	None		No	$0.37 per pg up to 50 pgs; $0.18 per pg > = 51 pgs; $6.00 per CD	$0.37 per pg up to 50 pgs; $0.18 per pg > = 51 pgs; $6.00 per CD	per pages/CD	$0.00

Attachment 2

Summary of Changes to CSB 2026-2027 Self Pay Fee Schedule

Fee Schedule

- The CSB has adopted the use of the national standard for rate development used by Medicare to determine reimbursement rates. The following structure has been adopted to allow for the Schedule to be updated annually with a standard methodology that can be validated with transparency.
    - First, use of CMS Medicare code/rate structure for Fairfax County
    - Second, if code/rate is not available, use Virginia Department of Medical Assistance (DMAS) Fee Schedule
    - Third, if code/rate is not available, use CSB negotiated rate with payers
- Added codes that were included in the VA DMAS service update.
- Removed codes are no longer billed to clients by the Revenue Management Team.

Board Agenda Item
May 5, 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. *Nechelle Lemagne, Administrator of the Estate of the late Brandon Lemagne v. Kenyatta Momon, et al.,* Case No. 1:25-cv-783 (E. D. Va)

2. *Ismail Hafiz Hanif v. Officer Moises Romero, et al.,* Case No. 1:25-cv-1789 (E.D. Va.)

3. *Jeffrey Payne v. Joshua Moser,* Case No. 24-2237 (U.S. Ct. of App. for the Fourth Cir.)

4. *Jordan Owens v. Fairfax County Police Department*, Case No. CL-2026-0002236 (Fx. Co. Cir. Ct.)

5. *Norma Leigh Sue v. Fairfax County Government, et al.,* Case No. CL-2025-0015382 (Fx. Co. Cir. Ct.)

6. *Edith Kerch v. Fairfax County Department of Family Services.,* Record No. 251050 (Va. Sup. Ct.)

7. *State Farm Mutual Automobile Insurance Company, as subrogee of Linda Manning v. Joey Leong Chun Phoon.,* Case No. GV25-13067 (Fx. Co. Gen. Dist. Ct.)

8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Peggy Shannon Bryant Starke, et al.,* Case No. CL-2025-0016470 (Fx. Co. Cir. Ct.) (Braddock District)

9. *Leslie B. Johnson, Fairfax County Zoning Administrator v. 504 Arnon Meadow Road, LLC.,* Case No. CL-2026-0004198 (Fx. Co. Cir. Ct.) (Dranesville District)

10. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia* v. *Carolyn W. Smith, Trustee of the Smith Living Trust,* Case No. GV25-027791 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

11. *Jay Riat, Building Official for Fairfax County, Virginia v. Deepak Kakar,* Case No. GV26-03519 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

12. *Jay Riat, Building Official for Fairfax County, Virginia v. Asma Iqbal,* Case No. GV25-26404 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

13. *Jay Riat, Building Official for Fairfax County, Virginia v. Walter M. Castillo, et al.,* Case No. GV25-29155 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ariana B. Flores, et al.,* Case No. GV26-07686 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

15. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jose A. Hernandez, et al.,* Case No. GV26-07688 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

16. *Jay Riat, Building Official for Fairfax County, Virginia v. Homa Eradat,* Case No. CL-2025-0017762 (Fx. Co. Cir. Ct.) (Hunter Mill District)

17. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Mathew Christansen, et al.,* Case No. GV25-30814 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

18. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. United Rental Properties, LLC.,* Case No. GV26-09858 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

19. *Jay Riat, Building Official for Fairfax County, Virginia v. Robert L Harris, et al.,* Case No. GV26-09972 (Fx. Co. Gen. Dist. Ct.) (Mason District)

20. *Jay Riat, Building Official for Fairfax County, Virginia v. Nicolas Otero,* Case No. GV26-06280 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

21. *Jay Riat, Building Official for Fairfax County, Virginia v. Janelle Gross,* Case No. GV26-00379 (Fx. Co. Gen. Dist. Ct.) (Sully District)

Board Agenda Item
May 5, 2026

3:30 p.m.

Public Hearing on PCA-84-L-020-28/CDPA-84-L-020-09 (RZPA-2024-FR-00030) (Kingstowne M&N LP and Federal Realty Partners LP) to Amend the Proffers and Conceptual Development Plan, for RZ-84-L-020, Previously Approved for Mixed-Use Development to Eliminate the Non-Residential Uses and Associated Modifications to Proffers and Site Design at an Overall Intensity of 3.2 Floor Area Ratio (FAR), Located on Approximately 5.46 Acres of land zoned PDC and NR (Franconia District)

This property is located on the S. side of Kingstowne Village Pkwy. approx. 1,650 ft. W. of its intersection with South Van Dorn St. Tax Map 91-2 ((1)) 36B and 36G (pt.).

PLANNING COMMISSION RECOMMENDATION:
On March 18, 2026, the Planning Commission voted 10-0 (Commissioners Batchelor-Causey and Thomas were absent from the meeting) to recommend to the Board of Supervisors approval of PCA 84-L-020-28 and the associated Conceptual Development Plan Amendment CDPA 84-L-020-09, consistent with proffers dated February 25, 2026.

In a related action, the Planning Commission voted 10-0 (Commissioners Batchelor-Causey and Thomas were absent from the meeting) to approve FDPA 84-L-020-02-17, subject to the development conditions dated March 18, 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)
Nick Cicero, Planner, ZED, DPD

Board Agenda Item
May 5, 2026

3:30 p.m.

Public Hearing on SE-2020-MV-008 (NOVA Petroleum Realty, LLC) to Permit a Vehicle Fueling Station with Waiver for Minimum Lot Size Requirements, Located on Approximately 40,659 Square Ft. of Land Zoned C-8 and HC (Mount Vernon District)

This property is located in the Mount Vernon District. Tax Map 101-3 ((11)) 1 and 1B.

PLANNING COMMISSION RECOMMENDATION:
On March 18, 2026, the Planning Commission voted 10-0 (Commissioners Batchelor-Causey and Thomas were absent from the meeting) to recommend to the Board of Supervisors approval of the following actions:

- SE-2020-MV-008, subject to the proposed development conditions dated March 5, 2026;
- Waiver of the minimum lot area; and
- Modification of the minimum front yard setback as shown on the SE Plat.

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)
Savannah Murray, Planner, ZED, DPD

Board Agenda Item
May 5, 2026

3:30 p.m.

Public Hearing on RZ-2025-FR-00011 (CIA-Beulah Street, LLC) to Rezone from R-1, C-2, C-5 and HC to PDH-12 and HC to Permit Residential Development with an Overall Density of 11.88 Dwelling Units per Acre (du/ac) Exclusive of Bonus Density for Affordable and Workforce Dwellings and Approval of the Conceptual Development Plan, Located on Approximately 6.82 Acres of Land (Franconia District)

This property is located on the N.W. quadrant of the intersection of Beulah St. and Grovedale Dr. Tax Map 81-3 ((5)) 15, 15A, 15B, 15C, 17C and 17D.

PLANNING COMMISSION RECOMMENDATION:
On April 8, 2026, the Planning Commission voted 11-0 (Commissioner Thomas was absent from the meeting) to recommend to the Board of Supervisors approval of the following actions:

- RZ-2025-FR-00011 and its associated Conceptual Development Plan, subject to proffers consistent with those dated March 20, 2026;
- Waiver of the 200 square foot privacy yard for rear load townhomes; and
- Waiver of the private street which exceeds 600 feet in length.

In a related action, the Planning Commission voted 11-0 (Commissioner Thomas was absent from the meeting) to approve FDP-2025-FR-00011.

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
May 5, 2026

3:30 p.m.

Public Hearing on RZ-2025-FR-00009 (Joshua M. and Madison G. Patterson) to Rezone from R-1 and HC to R-4 and HC to Permit Construction of up to Four Single-Family Detached Dwellings with an Overall Density of 3.22 DU/AC, Located on Approximately 1.24 Acres of Land (Franconia District)

This property is located on the corner lot at the intersection of Summerton Way and Elder Way. Tax Map 90-2 ((12)) 2.

PLANNING COMMISSION RECOMMENDATION:
On March 18, 2026, the Planning Commission voted 10-0 (Commissioners Batchelor-Causey and Thomas were absent from the meeting) to recommend to the Board of Supervisors approval of RZ-2025-FR-00009, subject to the proffers consistent with those dated February 24, 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
May 5, 2026

3:30 p.m.

Public Hearing on RZ-2025-MA-00020 (Versar Property Owner, LLC) to Rezone from I-5 to C-8 to Permit Vehicle Sales, Rental and Service Establishment with an Overall Floor Area Ratio (FAR) of 0.08, Located on Approximately 15.67 Acres of Land (Mason District) (Concurrent with SEA-80-A-072-002)

and

Public Hearing on SEA-80-A-072-002 (Versar Property Owner, LLC) to Amend SE-80-A-072 Previously Approved for Fill in a Floodplain to Permit Vehicle Sales, Rental and Service Establishment, Allow an Increase in Sign Area, and Associated Modifications to Site Design and Development Conditions, Located on Approximately 15.67 Acres of Land Zoned I-5 (Mason District) (Concurrent with RZ-2025-MA-00020)

This property is located in the N.W. quadrant of the intersection of I-495 and I-95/I-395. Tax Map 80-2 ((1)) 22A and 22B.

This property is located in the Mason District. Tax Map 80-2 ((1)) 22A and 22B.

PLANNING COMMISSION RECOMMENDATION:
On March 25, 2026, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of the following actions:

- RZ-2025-MA-00020, subject to the execution of the proffers consistent with those dated March 10, 2026; and

- SEA 80-A-072-002, subject to the approval of the proposed development conditions dated March 12, 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
May 5, 2026

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Sharon Williams, Planner, ZED, DPD

Board Agenda Item
May 5, 2026

3:30 p.m.

Public Hearing on RZ-2024-SP-00011 (TPC Freedom I LC and TPC Freedom II LC) to Rezone from C-6, I-4, and HC to PDC and HC to Permit Residential Mixed-Use with an Overall Floor Area Ratio (FAR) of 1.2 (Inclusive of Bonus Density for Affordable Housing) and Approval of the Conceptual Development Plan, Located on Approximately 22.64 Acres of Land (Springfield District) (Concurrent with SEA-83-P-071-03, PCA-77-C-111-05 (RZPA-2024-SP-00018), and PCA-79-C-054 (RZPA-2024-SP-00017))

and

Public Hearing on SEA-83-P-071-03 (TPC Freedom II LC) to Amend SE-83-P-071 (Previously Approved for an Increase in Building Height) to Permit Deletion of Land Area and Associated Modifications to Site Design and Development Conditions, Located on Approximately 11.62 Acres of Land Zoned C-6 and HC (Springfield District) (Concurrent with RZ-2024-SP-00011, PCA-77-C-111-05 (RZPA-2024-SP-00018), and PCA-79-C-054 (RZPA-2024-SP-00017))

and

Public Hearing on PCA-77-C-111-05 (RZPA-2024-SP-00018) (TPC Freedom II LC) to Amend the Proffers for RZ-77-C-111 (Previously Approved for Office and Retail) to Permit Deletion of Land Area and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio (FAR) of 0.42, Located on Approximately 11.62 Acres of Land Zoned C-6 and HC (Springfield District) (Concurrent with RZ-2024-SP-00011, SEA-83-P-071-03, and PCA-79-C-054 (RZPA-2024-SP-00017))

and

Public Hearing on PCA-79-C-054 (RZPA-2024-SP-00017) (TPC Freedom I LC) to Amend the Proffers for RZ-79-C-054 (Previously Approved for Industrial) to Permit Deletion of Land Area and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio (FAR) of 0.49, Located on Approximately 11.01 Acres of Land Zoned I-4 (Springfield District) (Concurrent with RZ-2024-SP-00011, SEA-83-P-071-03, and PCA-77-C-111-05 (RZPA-2024-SP-00018))

This property is located on the S.E. corner of the intersection of Waples Mill Rd. and Pender Dr. continuing along the eastern side of Pender Dr. Tax Map 56-2 ((1)) 74B; 57-1 ((1)) 10 and 23.

This property is located in the Springfield District. Tax Map 56-2 ((1)) 74B and 57-1 ((1)) 23.

This property is located on the on the S. E. corner of the intersection of Waples Mill Rd. and Pender Dr. extending down the eastern frontage of Pender Dr. Tax Map 56-2 ((1)) 74B and 57-1 ((1)) 23.

This property is located on the on the E. side of Pender Dr. approx. 550 ft. from the intersection of Waples Mill Rd. and Pender Dr. Tax Map 57-1 ((1)) 10.

PLANNING COMMISSION RECOMMENDATION:
On March 11, 2026, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of the following actions:

- PCA-77-C-111-05;
- PCA-79-C-054;
- SEA-83-P-071-03;
- RZ-2024-SP-00011, subject to the execution of proffers consistent with those dated March 11, 2026;
- Parking Adjustment PKS-2025-00014 pursuant to Section 6100.6.D of the Zoning Ordinance, based on the provision of qualifying affordable housing, and subject to the conditions dated November 25, 2025, contained in Appendix 11 of the staff report;
- Modification of subsection 2105.4.C(1)(b) to allow secondary uses to exceed 75% of the gross floor area of all principal uses in the development;
- Modification of subsection 5100.2.D(4)(c) of the Zoning Ordinance for the site distance requirements on corner lots as shown on the CDP/FDP;
- Waiver of subsection 5107.3.A(2) to permit private streets less than twenty-four (24) feet in width, as shown on the CDP/FDP;
- Waiver of subsection 5107.3.A(3) to permit private streets greater than 600 feet in length, as shown on the CDP/FDP;
- Modification of subsections 5108.4.A(1) and 5108.4.A(2) for interior parking lot landscaping for the parking lot located within the existing 30-foot-wide sewer easement along the eastern property line;

- Modification of subsection 5108.4.C(1) for peripheral parking lot landscaping for the parking lot located within the existing 30-foot-wide sewer easement along the eastern property line;
- Modification of minimum parking space requirements pursuant to subsections 6100.6.D and 6100.6.C of the Zoning Ordinance;

- Modification of subsection 6101.3.A to reduce the minimum required loading spaces for Buildings A and B from two spaces each to one space each; and

- Waiver of subsection 8100.2.E(3) requiring the submission of an FDP application associated with the submission of all site plans for (1) the existing development and modifications to the existing development; and (2) ancillary roadway and infrastructure improvements to support the FDP improvements within the CDP/FDP area and/or public right-of-way.

In a related action, the Planning Commission voted 12-0 to approve FDP-2024-SP-00011.

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)
Katie Quinn, Planner, ZED, DPD

Board Agenda Item
May 5, 2026

4:00 p.m.

Public Hearing on AFR-2025-SU-00003 (Hickox Local Agricultural and Forestal District Renewal) to Permit Renewal of a Previously Approved Agricultural and Forestal District, Located on 80.94 Acres of Land Zoned R-C, WSPOD and HD (Sully District)

This property is located at 15950, 16006, 16010, 16012 Route 29; 6852 Lady Adelaide Ct.; 6780 Bull Run Post Office Rd., Centreville, 20120. Tax Map 53-3 ((7)) 32Z, 33Z, 64-1 ((4)) 7Z1, 7Z2, 7Z3, 7Z4, 64-1 ((7)) 31Z, 34Z, 35Z, 36Z, 37Z, 38Z, 39Z, 40Z, 41Z, 42Z.

PLANNING COMMISSION RECOMMENDATION:
On April 8, 2026, the Planning Commission voted 11-0 (Commissioner Thomas was absent from the meeting) to recommend that the Board of Supervisors adopt a district ordinance renewing the Hickox Local Agricultural and Forestal District, to be codified in Appendix F of the County Code, as proposed in AFR 2025-SU-00003, pursuant to Chapter 44 of Title 15.2 of the Code of Virginia and Chapter 115 of the Fairfax County Code, as set forth in the Staff Report dated March 25, 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)
Sophia Fisher, Planner, ZED, DPD

REVISED

Board Agenda Item
May 5, 2026

4:00 p.m.

Public Hearing on Proposed Plan Amendment SSPA-2023-III-11UP, Samuel Morse Drive (Hunter Mill District)

ISSUE:
Plan Amendment SSPA-2023-III-11UP proposes to amend the Comprehensive Plan recommendations for Tax Map Parcels 18-3 ((6)) 7A, 7B and 7C located in the Wiehle-Reston East Transit Station Area (TSA), within Reston. The adopted Comprehensive Plan recommends office, industrial, institutional and mixed-use at an intensity between 0.5 to 1.0 floor area ratio (FAR). This Plan amendment proposes to add an option for residential use at an intensity up to 1.4 FAR.

PLANNING COMMISSION RECOMMENDATION:
On April 8, 2026, the Planning Commission voted 11-0 (Commissioner Thomas was absent from the meeting) to defer the decision only for SSPA 2023-III-11UP to a date certain of April 29, 2026, with the record remaining open for written and electronic comments.

On April 29, 2026, the Planning Commission voted 8-0 (Commissioners Clarke, Cortina, Hancock and Thomas were absent from the meeting) to recommend that the Board of Supervisors adopt the Planning Commission alternative for SSPA 2023-III-11UP Samuel Morse Drive, as shown on the handout dated April 29, 2026.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission Public Hearing– April 8, 2026, at 7:30 PM
Planning Commission Decision Only– April 29, 2026, at 7:30 PM
Board of Supervisors' Public Hearing – May 5, 2026, at 4:00 PM

BACKGROUND:
On April 11, 2023, the Fairfax County Board of Supervisors (Board) authorized Site-Specific Plan Amendment (SSPA) 2023-III-6UP for the Reston Transit Station Area (TSA) Study as part of the 2022-2023 Countywide SSPA process. This Study included

several individual nominations and was initially placed on the Work Program as a Tier 3 Priority pending conclusion of the Reston Plan amendment.

On July 25, 2023, the Board re-tiered the Reston TSA Study as a Tier 1 Priority, including the Samuel Morse Plan amendment located on 1810, 1825 & 1850 Samuel Morse Drive [Tax Map Parcels 18-3 ((6)) 7A, 7B and 7C]. The site is located in the Wiehle-Reston East TSA, within the Hunter Mill Supervisor District. The adopted Comprehensive Plan recommends office, industrial, institutional and mixed-use at an intensity between 0.5 to 1.0 FAR. This Plan amendment proposes to add an option for residential use at an intensity up to 1.4 FAR consisting of a mix of multi-family and stacked townhouse units.

EQUITY IMPACT:
The Samuel Morse Drive Plan amendment proposes to amend Plan guidance to introduce the potential for residential uses, as an option, within a portion of the Wiehle-Reston East Transit Station Area. A community meeting was held jointly with the nominator/applicant on February 9, 2026. The proposal aligns with County housing goals, the vision for the Transit Station Area, and One Fairfax policy Areas of Focus 2 and 11 by increasing housing supply near transit.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Planning Commission Handout

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 is accessible at:
https://www.fairfaxcounty.gov/planningcommission/planning-commission-actions-2026

The Staff Report for SSPA 2023-III-11UP has been previously furnished and is available online at:
Staff Report for Plan Amendment SSPA-2023-III-11UP (Samuel Morse Drive) - Fairfax County, VA

REVISED

Board Agenda Item
May 5, 2026

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Kelly Atkinson, Director, Planning Division (PD), DPD
Clara Quintero Johnson, Branch Chief, Monitoring & Plan Development Branch, PD, DPD
Kazi Mohaimin, Planner, PD, DPD

PLANNING COMMISSION ALTERNATIVE: April 29, 2026

MODIFY: Fairfax County Comprehensive Plan, 2026 Edition, Area III, Reston, as amended through September 10, 2024, Land Use and Design for the Transit Station Areas, Wiehle Transit Station Area:

"Eastern Section between the TOD and the Proposed Extension of South Lakes Drive and North of the DAAR: (Office, Industrial, Institutional and Mixed-Use, 0.5 to 1.0 FAR)

This area includes low-rise office buildings and surface parking lots located east of Samuel Morse Drive and west of the proposed South Lakes overpass. The existing site is surrounded by approved, mixed-use development in the Wiehle Station East TOD area. See Figure 6: Wiehle Transit Station Area, Reston East located North and South of the DAAR.

As an option for Tax Map parcels 18-3 ((6)) 7A, 7B, and 7C located on Samuel Morse Drive, these parcels may be appropriate for residential redevelopment up to a 1.4 FAR with the following conditions:

- Provide vehicular access to the west, to improve circulation and connect to surrounding residential developments of similar scale.
- Establish a cohesive network of onsite urban parks in accordance with the Urban Parks Framework. Create high quality, meaningful and usable park space that serves the neighborhood and surrounding community.
- Extend Easterly Road from Reston Station Boulevard to Sunset Hills Road to provide a new road connection to the north, continuing the street grid. Once Easterly Road is completed including access for the parcels to the east, the existing Samuel Morse Drive access on Sunset Hills Road should be evaluated to consolidate access points.
- Provide a marked crosswalk on Sunset Hills Road at the intersection of Reston Station Boulevard.
- Encourage active transportation networks providing safe, comfortable and low stress connections. Provide an east-west pedestrian path along Sunset Hills Road, to create safe pedestrian connections to and from the Metrorail station to the west and the W&OD Trail to the east.
- Ensure street and streetscape design is cohesive with adjacent properties."

COMPREHENSIVE LAND USE PLAN MAP:

The Comprehensive Land Use Plan Map will not change.

TRANSPORTATION PLAN MAP:

The Countywide Transportation Plan Map will not change.

Board Agenda Item
May 5, 2026

4:00 p.m.

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Minor and Editorial Revisions and Changes to Reflect Virginia Code Updates

ISSUE:
The proposed amendment includes minor and editorial revisions, including updates in accordance with 2025 amendments to the Virginia Code, as outlined in the Zoning Ordinance Work Program. The proposed changes are necessary to correct typographical or editorial errors, resolve inconsistencies, and provide for clarification of certain provisions. The proposed amendment includes, among other changes:
(1) revising the applicability of highway and railroad setback requirements by exempting lots recorded before August 14, 1978; (2) allowing setback reductions previously approved by variance prior to July 10, 2006, to be amended through a special permit approval when the request meets current special permit standards for reductions in setbacks; (3) stating that earthborn vibration standards do not apply to temporary construction activities of short duration; (4) removing additional sign permission for single-family dwellings under construction or renovation; (5) revising notice requirements to allow written notice of certain land use action to be provided by first class mail as authorized by HB 2330 (now 15.2-2204 (2025 General Assembly)); (6) adding violations of storage or disposal of nonagricultural excavation material, waste, or debris to the ten-day appeal period under SB 1422 (15.2-2286 (2025 General Assembly)); and (7) adding language establishing enhanced civil penalties for zoning violations on multifamily properties based on SB 1267 (15.2-2209 (2025 General Assembly)).

PLANNING COMMISSION RECOMMENDATION:
At a regular meeting held on April 22, 2026, the Planning Commission voted 8-0-1 (Commissioners Cortina, Hancock, and Sargent were absent from the meeting. Chair Niedzielski-Eichner abstained from the vote) to RECOMMEND ADOPTION of the proposed Zoning Ordinance Amendment for Minor and Editorial Revisions and Changes to Reflect Virginia Code Updates, as set forth in the Staff Report dated March 3, 2026, with the staff recommended options, as attached; and that the amendment become effective at 12:01a.m., the day following adoption

RECOMMENDATION:
The County Executive recommends that the Board adopt a Zoning Ordinance amendment for Minor and Editorial Revisions and Changes to Reflect Virginia Code Updates.

Board Agenda Item
May 5, 2026

TIMING:
The Board authorized advertisement of the public hearings for this amendment on March 3, 2026. The Planning Commission public hearing is scheduled for April 22, 2026, at 7:30 p.m., and the Board public hearing will be held on May 5, 2026, at 4:00 p.m.

BACKGROUND:
The proposed amendment includes minor and editorial revisions including updates in accordance with amendments to the Virginia Code, This is an annual Work Program item that is intended to keep the Zoning Ordinance up to date by identifying revisions that are limited in scope and necessary to correct errors, resolve inconsistencies, provide clarifications and improve readability, including revisions due to changes in the Virginia Code.

In addition to the items detailed above and editorial revisions to correct references and grammatical errors, the amendment also includes, but is not limited to, the following proposed changes:

- Revises the use-specific standards applicable to all massage therapy establishments based on adopted changes to the County Code for massage therapy establishments.
- Adds language that indicates an R District does not include a property developed with an international airport and related uses for data center setbacks, consistent with the recently adopted Substations Zoning Ordinance amendment.
- Clarifies that transitional screening, barrier, and parking lot landscaping requirements may be modified or waived by the Board where deemed appropriate or for interim uses.
- Eliminates administrative approval of permitted modifications to Correlated Color Temperature standards for outdoor lighting.
- Adds rezoning submission requirement that information related to phased developments be provided at the time of application submission (currently required in the PTC District).
- Revises the definition of “front yard” to clarify that the front yard is established parallel to the front lot line and revises the applicable graphic.
- Revises definition name from “kennel” to new name “Animal Boarding, Breeding, or Recreation Establishment” to more clearly describe the use and all associated activities that are currently listed in the definition and to clarify that “breeding” includes the sale of offspring.
- Revises the definition of “residence for manager or employee” to remove requirements regarding location and accessory status. This change allows a detached dwelling, particularly an existing structure, to be associated with an on-

site occupation in another building without having to meet detached accessory structure standards.

A more detailed discussion of these and other proposed changes is contained in the Staff Report (Attachment 2).

Staff will continue to review the Zoning Ordinance for future updates and the Work Program contains a standing item for Virginia Code Updates and Minor and Editorial revisions.

REGULATORY IMPACT:
The proposed amendment enhances existing regulations by correcting errors, resolving inconsistencies, improving enforcement, and clarifying and updating certain Zoning Ordinance provisions and harmonizing the Zoning Ordinance with recent changes to the State Code.

EQUITY IMPACT:
No impact. Minor and editorial revisions generally correct errors, resolve inconsistencies and promote clarity, or make changes required by the Virginia Code. These changes provide for better readability, understanding, and consistent application of regulations that apply countywide.

FISCAL IMPACT:
None. There is no fiscal impact as a result of this amendment.

ENCLOSED DOCUMENTS:
Attachment 1 – Planning Commission Action
Attachment 2 – Staff Report with Draft Text
https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=REC26&ID2=00000&ID3=00GYP&agency=FFX&SeqNo=6396910

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
Casey Judge, Deputy Zoning Administrator, DPD
Pamela Pineros, Senior Planner, DPD

Board Agenda Item
May 5, 2026

ASSIGNED COUNSEL:
Cherie H. Mack, Assistant County Attorney
Sara G. Silverman, Assistant County Attorney

FAIRFAX COUNTY

PROPOSED ZONING ORDINANCE AMENDMENT

STAFF REPORT

Minor and Editorial Revisions and Changes to Reflect Virginia Code Updates

March 3, 2026

Hearing Dates
Planning Commission: April 22, 2026, at 7:30 p.m.
Board of Supervisors: May 5, 2026, at 4:00 p.m.

Staff Contact
Pamela Pineros, Planner II

Americans with Disabilities Act (ADA): Reasonable Accommodation is available upon 48 hours advance notice. For additional Information on ADA call 703-324-1334 or 711 (Virginia Relay Center).

PLANNING & DEVELOPMENT

Zoning Administration Division
Government Center Parkway, Suite 807
Fairfax, Virginia 22035-5507
Phone 703-324-1314
www.fairfaxcounty.gov/planning-development

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Background

The proposed amendment includes minor and editorial revisions including updates in accordance with 2025 changes to the Virginia Code, as outlined in Topic #2 of the current Zoning Ordinance Work Program. This is an annual Work Program item that is intended to keep the Zoning Ordinance up to date by identifying revisions necessary to correct errors, resolving inconsistencies, providing clarifications and improving readability, as well as proposing other changes that are limited in scope, including revisions due to changes in the Virginia Code.

Proposed Changes

The proposed changes are described in the table below. Where necessary, additional information on certain items has been provided following the table, as noted. The table is generally organized in numerical order based on the section of the Zoning Ordinance, except where certain like items are grouped together. The proposed text (beginning on page 10) is provided in the same order as this table.

#	Section/Subsection	Description of Change
1	1104.3 – Ordinance Structure	Remove romanette (i, ii, iii…) numbering from subsection organization, as romanettes are only used in the Ordinance within subsections and not as their own separate subsection.
2	Zoning District – Reference to Other Standards Tables: Subsection 2102.1.D, 2102.2.C, 2102.3.C, 2102.4.C, 2102.5.D, 2102.6.D, 2102.7.D, 2102.8.D, 2102.9.D, 2102.10.D, 2102.11.D, 2102.12.D, 2102.13.D, 2102.14.D, 2103.1.C, 2103.2.C, 2103.3.C, 2103.4.C, 2103.5.C, 2103.6.C, 2103.7.C, 2103.8.C, 2104.1.C, 2104.2.C, 2104.3.C, 2104.4.C, 2104.5.C, 2104.6.C, 2105.7.D.	Correct the cross-reference for private street requirements from Article 6, Parking and Loading to Article 5, Section 5107.
3	3101.3.D – Historic Overlay Districts (HOD) – Establishment of Districts	Adds “historic” to the criteria for establishing an HOD, consistent with other subsections.

#	Section/Subsection	Description of Change
4	4102.5.O – Massage Therapy Establishment	Revise standards for all massage therapy establishments based on adopted changes to new County Code 28.2. Chapter 28.2-1-4 of the County Code identifies certain uses that are excluded from massage establishment licensing requirements, such as when massage therapy is provided in barbershops, beauty salons, and nursing homes; because these uses are considered principal uses in which massage is provided as an accessory activity, rather than as a principal massage therapy establishment, they do not need to be specifically excluded in the Zoning Ordinance.
5	4102.5.BB – Use Standards – Commercial Uses – Zoo or Aquarium	Replaces the reference to Animal Services Division of Police Department with Fairfax County Animal Services.
6	4102.6.A(4) – Data Center	Adds language under the standard for a minimum distance between data center buildings and equipment and residential to clarify that an R District does not include property developed with an international airport and related uses. This change is consistent with the provision adopted in the recent Zoning Ordinance amendment for electrical substations.
7	4102.7.F(11)(d) – Family Healthcare Structure 5109.4.A(6) – Outdoor Lighting 8100.7.F(7)(a) – Site Plans and Minor Site Plans 8101.1.B – General Requirements for All Applications 8101.5.A(2) – Building Permits 8102.1 – Fee Schedule	Remove references to the required submission of copies of a plan or plat, as paper copies are no longer needed or used due to online submission of documents through PLUS. Remove issuance of paper receipts, as fees are now paid and documented online through PLUS.
8	5100.2.D(8) – Setback Regulations	Eliminates the requirement for the Zoning Administrator to determine whether development is prevented by the application of required setbacks for certain uses from specific highways and railroad tracks on lots created before August 14, 1978. Instead, any lot recorded before that date is automatically exempt from the additional setback. **See additional discussion below.**

#	Section/Subsection	Description of Change
9	5100.2.D(11)(e)1.a – Setback Regulations	Allows a special permit (SP) to amend setbacks previously shown on any variance approved before July 10, 2006, if the request would otherwise meet the current SP standards for a reduction of setbacks. This change permits all setback reductions to be reviewed by the same currently applicable criteria regardless of previous approvals. **See additional discussion below.**
10	5101.4.B(5)(c) – Affordable Dwelling Unit Calculations	Corrects subsection cross-references.
11	5102 – Earthborn Vibration Standards	Adds language stating that vibration standards do not apply to temporary activities of short duration, as previously determined by the Zoning Administrator. **See additional discussion below.**
12	5108.6.A(2) – Landscaping and Screening—Waivers and Modifications	Adds language clarifying that transitional screening, barrier, and parking lot landscaping requirements may be modified or waived by the Board of Supervisors when deemed appropriate OR for interim uses of a specified duration. With the reorganization of this Section during the Landscaping and Screening Zoning Ordinance Amendment (112.2-2024-4), the modification for "when deemed appropriate" was grouped with the modification for interim uses, and this has created confusion. The reorganization was not intended to remove the Board's ability to modify landscaping when it deemed it appropriate.
13	5109.3.A(2) – Outdoor Lighting	Deletes the provision for administrative modification of the color temperature standard. Given the newness of that standard, the administrative modification provision was intended to address potential unique site and use-specific conditions. Since the color temperature standard was adopted on February 11, 2020, however, only one request for a modification has been submitted, and it was not based on unique site conditions. Given five-plus years of experience in applying the standard, staff considers the modification provision to be unnecessary.
14	6100 – Off-Street Parking subsections 6100.1.A(2), 6100.1.B(1)(c), 6100.1.D(1), 6100.2.C(2)(b), 6100.2.C(3), 6100.2.D(1)(f), 6100.2.D(2), 6100.2.D(4), 6100.5.E(1)(b), 6100.5.E(3), 6100.5.E(5)(c)1, 6100.5.F(1), 6100.6.A(1), 6100.6.B(3), 6100.6.D	Minor edits for clarity, cross-reference updates, and grammar related to parking.

#	Section/Subsection	Description of Change
15	7100.4 – Minor Signs	Removes the allowance of an additional yard sign for a single-family dwelling undergoing active construction or renovation. **See additional discussion below.**
16	7101.3.A(1)(c)5 – Signs in Commercial and Industrial Districts	Adds language clarifying that internal building connections must be fully enclosed for multiple buildings to be considered a single building for purposes of building frontage and sign area calculations. Staff frequently receives questions from applicants regarding whether building connections may be counted toward building frontage when calculating permitted sign area. This change provides clear guidance by specifying that only connections that are temperature-controlled, and fully enclosed qualify as internal connections. The proposed change does not reduce or limit allowable sign area; rather, it clarifies how sign area may be distributed depending on whether structures are treated as two separate buildings or as a single building if connected by an enclosed internal connection.
17	8100 – Review Procedures, 8100.10(A)(4) – Appeal Processing, 9100 – Interpretations	Per HB 2330, effective July 1, 2025, additional authority was granted to localities to permit notice of certain land use actions by first-class mail instead of certified mail, as well as to align with current practices and Virginia Code requirements. Other minor edits for clarity are also made throughout. **See additional discussion below.**
18	8100.7.D(17)(a) – Site Plans and Minor Site Plans 8101.4.B(29) – Site Plans 5104.1.C(1) – General Limitations on the Removal and Addition of Soil 5105.3.A(1) – Floodplain Regulations 9102– General Terms	Minor edits for clarity and to correct cross-references and references to correct County Code chapters. Change to 5105.3.A(1) fixes an unintended error created during the reorganization of this subsection under zMOD.
19	8100.10.A.(2)(b) – Appeals	Per SB 1422, effective July 1, 2025, additional authority was granted to localities to allow violations involving the storage or disposal of nonagricultural excavation material, waste, or debris to fall under a ten day appeal period rather than the standard 30-day appeal period. **See additional discussion below.**

#	Section/Subsection	Description of Change
20	8101.2.E – Zoning Map Amendments (Rezonings)	Adds a rezoning submission requirement that information related to phased developments be provided at the time of application submission. This is currently required in the PTC District, and phased developments are becoming more frequent in other zoning districts.
21	8101.3.D (12) – Special Exceptions, Special Permits, and Variances	Requires a note stating the required number of ADUs be provided on special exception Plats for independent living facilities.
22	8106.3 – Penalties	Adds language establishing enhanced civil penalties for zoning violations on multifamily properties based on SB 1267. **See additional discussion below.**
23	9102 – General Terms	Removes definition for net floor area, as that term is no longer used in the Zoning Ordinance.
24	9102 – General Terms	Revises the definition of Yard, Front to clarify that the front yard is determined by a line drawn parallel to the front street line and revise the corresponding graphic depicting yards.
25	9103 – Uses – Kennel Subsection 3101.8.B(1); Table 3103.1: Noise Compatibility Table; Table 4101.1: Use Table for Residential, Commercial, and Industrial Uses; Table 4101.2: Use Table for Planned Development Districts; subsection 4102.4.P(4)(b); subsection 4102.5.A; subsection 4102.5.C; subsection 4102.7.J; Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces; and Section 9103 – definitions of animal shelter and zoo or aquarium.	Revises definition name from “Kennel” to new name “Animal Boarding, Breeding, or Recreation Establishment” to more clearly describe the use and all associated activities that are currently listed in the definition. Clarify longstanding interpretation that breeding also includes selling the offspring (not just the act of breeding itself). Adds “reptiles and amphibians” to list of animals based on recent requests received. Removes the word “domestic,” as this term has gotten confused with the term “domesticated” and is not needed. Replaces “kennel” with “animal boarding, breeding, or recreation establishment” throughout.
26	9103 – Uses – Residence for Manager or Employee	Revises definition to remove mention of where a residence for a manager/employee must be located. This would allow a detached dwelling (especially if existing) to be allowed in association with the person’s on-site occupation in another building without the requirement that it meet the detached accessory structure standards. This is already allowed for religious assembly uses and is often seen with other institutional and commercial uses, such as private schools and funeral homes.

Revisions to Highway and Railroad Setback Applicability (5100.2.D(8)–Setback Regulations):

Currently, all principal buildings must be set back 200 feet (for residential buildings) and 75 feet (for commercial and industrial buildings) from the rights-of-way of interstate highways, the Dulles International Airport Access Highway, and the combined Dulles International Airport Access Highway and Dulles Toll Road. However, the Zoning Administrator may approve a modification of this setback to not less than the minimum required by the Zoning District for lots recorded prior to August 14, 1978, if it is determined that the setbacks would "prevent development of the lot in accordance with the provisions of this Ordinance." This provision was originally included with the adoption of the 1978 Zoning Ordinance to allow modifications for what was then a new provision of the Zoning Ordinance. It has been difficult to administer, however, because it does not specify standards or criteria that must be met. Essentially, any lot where proposed construction of a structure is impacted by this setback can effectively argue that the setback "prevents development" in some capacity. Therefore, the proposed change automatically exempts lots recorded before that date from the additional setback requirements and no longer requires a determination based on whether the setback would prevent development on the lot. The change does not increase permitted development intensity and ensures that older, legally created lots are not unduly penalized by requiring additional setbacks when located adjacent to a railroad or interstate highways.

Special Permit for Reduction of Setbacks Shown on a Variance Plat (5100.2.D(11)(e)1.a–Setback Regulations):

Prior to 2006, setback reductions generally required approval of a variance. On July 10, 2006, a Zoning Ordinance amendment took effect that allowed the Board of Zoning Appeals to approve special permit applications to reduce setbacks by up to 50 percent. However, the current Ordinance requires setback modifications that were previously approved by variance, where the setbacks were shown on a variance plat, to obtain approval of a variance amendment rather than allowing the applicant to take advantage of the special permit application. The proposed change allows any setback request subject to a variance approval that predates the 2006 Zoning Ordinance amendment to be reviewed under the special permit criteria rather than the more restrictive variance standards. This promotes consistency and allows similarly situated properties to be evaluated using the same review framework. It does not expand the scope of relief available beyond what is already permitted under the special permit process.

Earthborn Vibration Standards (5102–Earthborn Vibration Standards):

The vibration standards were adopted in 1978 to regulate ongoing operational vibrations generated by permanent land uses and were not intended to address vibrations from short-term construction activities related to site development. Since adoption, questions have arisen during the review of site plans involving temporary construction activities where vibration levels may exceed the ordinance standards despite posing no risk of structural damage and being consistent with accepted engineering practices. The proposed change adds a new subsection clarifying that the earthborn vibration standards in the ordinance do not apply to vibration generated by temporary activities of short duration, such as construction, demolition, or maintenance work. This proposed edit codifies prior zoning interpretations, aligns the ordinance with its original intent, and provides regulatory clarity for applicants, staff, and the public while preserving the County's ability to address construction-related impacts through

geotechnical review, proffered conditions, and oversight by the Department of Land Development Services.

Minor Signs (7100.4–Minor Signs):

Minor sign provisions were last comprehensively revised in 2019, as part of amendment, ZO-19-479, at which time properties containing individual single-family dwelling units undergoing construction or renovation were allowed additional temporary signage. Specifically, one additional yard sign not exceeding four square feet in area or a height of four feet is allowed during the construction or renovation. The sign may not be displayed before commencement of the improvement or renovation work, and it must be removed within seven days after the work is completed, or within six months from the start of the display (whichever is less). This four-square-foot sign is in addition to the 12 square feet of yard signs allowed on any lot developed with a residential use, effectively allowing 16 square feet of signage during the construction or renovation period. Since this provision was adopted, enforcement of these provisions has proven difficult because no sign permit is required to establish the time period for the start of display, and the date a sign is installed cannot be readily verified without investigation.

This proposed change would remove the additional signage that can be displayed during construction, but it continues to allow residential properties or properties under construction with a residential use to have up to 12 square feet of yard signs, with no one sign exceeding four square feet in area or four feet in height. This change simplifies the ordinance, improves enforceability, and maintains existing limits on total sign area while allowing reasonable opportunities for signage during residential construction activity. Staff has also provided the Board with the option to increase the total maximum amount of yard sign area to 16 square feet, which would allow an additional four square feet of signage on an individual property at any time (including when construction or renovation is occurring on the property).

HB 2330–Virginia Code Update – Notice Requirements (8100–Review Procedures, 8100.10(A)(4)):

The proposed change revises notice provisions throughout subsection 8100 – Review Procedures to incorporate additional authority created by HB 2330, allowing certain land use action notices to be sent by first-class mail rather than certified mail. The change also clarifies that when a public hearing has been opened, public testimony has been received, and the hearing is continued for cause, written notice to adjacent property owners must be re-mailed to ensure adequate public notice of the continued hearing. Staff believes these changes are appropriate as they align the ordinance with current practices and Virginia Code requirements, reduce administrative burden and cost, and improve notice to affected parties. Additional edits for clarity are also included. Adoption of this provision is optional and is presented for the Board's consideration should it choose to exercise this authority.

SB 1422–Virginia Code Update - Appeal Period for Nonagricultural Excavation Violations (8100.10.A.(2)(b)–Appeals):

Under the existing ordinance, certain zoning violations are subject to a shortened 10-day appeal period rather than the 30-day appeal period applicable to most violations; however, under SB 1422, effective July 1, 2025, localities have additional authority to apply a ten-day appeal period to violations related to the storage or disposal of nonagricultural excavation material, waste, or debris to support timely

enforcement and remediation of nonagricultural material storage. The Department of Code Compliance (DCC) seldom receives complaints or issues notices of violation on this topic. Adoption of this provision is optional and is presented for the Board's consideration should it choose to exercise this authority.

SB 1267–Virginia Code Update - Penalties on properties developed with Multifamily Dwellings (8106.3–Penalties):

Under SB 1267, effective July 1, 2025, localities are granted additional authority to update the penalty provisions of the Zoning Ordinance to establish enhanced civil penalties for certain zoning violations occurring on properties developed with multifamily dwellings. Under this provision, a civil penalty of $1,000 may be assessed for a second offense and $1,500 for a third or subsequent offense, and the maximum aggregate civil penalty for violations arising from the same set of operative facts may increase from $5,000 to $6,000 for multifamily properties.

Staff has added language that would apply the enhanced penalty only when the violation is occurring outside of an individual unit (for example, the multifamily dwelling development owner or management company may incur the increased fine for a violation related to parking lot lighting, but an individual tenant receiving a violation related to the number of dogs within their unit would not be subject to a higher fine than any other single-family property owner or tenant). In consultation with DCC staff, there may be limited value in applying this authority—in researching hundreds of violations issued over the past year, DCC found only one violation pertaining to a multifamily dwelling development and that was resolved without needing to pursue civil penalties in General District Court; three other cases were related to violations occurring within specific units in a multifamily dwelling development. Adoption of this provision is optional and is presented for the Board's consideration should it choose to exercise this authority.

Summary

Overall, the proposed amendment corrects several typographical and editorial errors, resolves inconsistencies, and further clarifies use standards, definitions, codifies current practices, and provides updates as permitted by amendments to the Virginia Code. Staff recommends that this amendment take effect at 12:01 a.m. on the day following adoption.

Proposed Text

In the revisions shown below, text to be deleted is identified with ~~strike-through~~ and text to be added is underlined. Options for consideration are provided (in parentheses, italics, and bold). When an option is presented as a range, the Board may approve any number within the advertised range. The proposed changes are based on provisions of the adopted Zoning Ordinance in effect as of December 10, 2025.

INSTRUCTION #1: Revise subsection 1104.3 to remove romanette (i, ii, iii…) subsections from the ordinance structure.

1104. Ordinance Structure

…

3. For purposes of further organization, each section may be subdivided into subsections ~~which are~~ represented by such numbers as 1, 2, 3; which may be further subdivided as A, B, C...(1), (2), (3)...and (a), (b), (c)~~...and (i), (ii), (iii), etc.~~

INSTRUCTION #2: Revise cross reference in the Reference to Other Standards tables in subsection 2102.1.D, 2102.2.C, 2102.3.C, 2102.4.C, 2102.5.D, 2102.6.D, 2102.7.D, 2102.8.D, 2102.9.D, 2102.10.D, 2102.11.D, 2102.12.D, 2102.13.D, 2102.14.D, 2103.1.C, 2103.2.C, 2103.3.C, 2103.4.C, 2103.5.C, 2103.6.C, 2103.7.C, 2103.8.C, 2104.1.C, 2104.2.C, 2104.3.C, 2104.4.C, 2104.5.C, 2104.6.C, and 2105.7.D. to list private street requirements as a separate standard and change the reference from Article 6 to Article 5, Section 5107.

D. Reference to Other Standards

General regulations that may supplement the regulations above:

Use regulations	Article 4
Lot, bulk, and open space regulations	Article 5, Section 5100
Private street requirements	Article 5, Section 5107
Off-street parking~~,~~ and loading ~~and private street requirements~~	Article 6
Signs	Article 7
Site plan provisions	Article 8, subsection 8100.7

INSTRUCTION #3: Revise subsection 3101.3.D to add the word "historic" to the list of attributes the Board must identify with regard to each property in a new HOD.

3. Establishment of Districts

…

D. As part of establishing an HOD, the Board must include a declaration that the buildings, structures, or sites to be preserved are of historical, architectural, archaeological, or cultural significance worthy of protection against destruction and encroachment, and must identify, where applicable, whether each property included in the district is historic, contributing or non-contributing. The Board's action will amend the Zoning Map and include regulations and development policies that the Board deems necessary.

INSTRUCTION #4: Revise subsection 4102.5.O to align massage therapy establishment standards with adopted changes to County Code.

4102. Use Standards

…

Personal and Business Services

O. Massage Therapy Establishment

Standards for all massage therapy establishments:

A massage therapy establishment is permitted in accordance with Chapter 28.~~1~~2 of the County Code, which requires massages to be performed by a licensed massage therapist operating from a licensed massage establishment; however, a massage therapy establishment may also ~~provide the following massages~~ include locations where massages are administered only to the upper body while the client is fully clothed and seated in a chair, which is excluded ~~in~~ from the licensing requirements of Chapter 28.~~1~~2-1-4~~:~~.

~~**(1)** Massage administered to the scalp, face, neck, shoulders, arms, hands or feet;~~

~~**(2)** Massage administered to the upper body while the client is fully clothed and seated in a chair;~~

~~**(3)** Massage administered in a medical care facility, hospital, medical clinic, nursing facility or similar facility, or in the office of a physician, chiropractor, osteopath, physical therapist, or nurse, licensed by the State; and~~

~~**(4)** Massage at a massage therapy program that has been approved by the Virginia Board of Education or the Virginia State Council of Higher Education, only if the individual administering the massage is a student enrolled at the school and receives no compensation for the massage.~~

INSTRUCTION #5: Revise subsection 4102.5.BB to replace the reference to Animal Services Division of Police Department with Fairfax County Animal Services.

4102. Use Standards

…

BB. Zoo or Aquarium

Standards applicable to all zoos and aquariums:

(1) ~~The Animal Services Division of the Police Department~~ Fairfax County Animal Services must be granted access to the premises and any necessary records to review the operation of the zoo or aquarium on a quarterly basis and is authorized to conduct unannounced inspections of facilities during daylight hours.

(2) The keeping of animals, including wild or exotic animals as defined in Chapter 41.1 of the County Code, is allowed only if ~~the Animal Services Division of the Police Department~~ Fairfax County Animal Services determines that the animal does not pose a risk to public health, safety, and welfare and that there will be adequate feed, water, shelter, veterinary care, and space in the primary enclosure for the particular type of animal depending upon its age, size, and weight.

INSTRUCTION #6: Revise subsection 4102.6.A(4) to add language that indicates an R district does not include a property developed with an international airport and related uses for data center setbacks.

A. Data Center

…

(4) Minimum Distance from Residential

…

(d) For the purpose of this provision, an R district does not include an area within a public street right-of-way or a property that is developed with an international airport and its related uses.

INSTRUCTION #7: Revise subsections 4102.7.F(11)(d), 5109.4.A(6), 8100.7.F(7)(a), 8101.1.B, and 8101.5.A(2) to remove the reference to submitting copies; revise subsection 8102.1 to remove issuance of paper receipts.

Subsection 4102.7.F(11)(d):

F. Family Health Care Structure

Standards when permitted by administrative permit:

…

(11) The following materials must be submitted with an application to the Zoning Administrator:

…

(d) ~~Three copies of a~~A plat drawn to a designated scale of not less than 1" = 50', which may be prepared by the applicant, that contains the following information:

1. The dimensions of the lot, the boundary lines of the lot, and the land area;

2. The dimensions, height, and distance to all lot lines of any existing structure on the lot and of the proposed temporary family health care structure; and

3. The signature and certification number, if applicable, of the person preparing the plat.

Subsection 5109.4.A(6):

4. Lighting Standards for Certain Uses

A. Vehicle Fueling Stations and Vehicle Sales, Rental, and Service

…

(6) If a site plan approval is not required, ~~and~~ the photometric plan ~~is submitted as a separate submission, five copies of a photometric plan~~ must be submitted separately to the Director for review and approval and is subject to a fee as provided for in subsection 8100.7.

Subsection 8100.7.F(7)(a):

F. Staff Review and Action

…

(7) As-Built Site Plans

(a) Upon satisfactory completion, an as-built site plan and the corresponding filing fee must be submitted to the Director for review and approval for conformance with the approved site

plan. ~~The Director will determine the number of copies that must be submitted. The Director may require the submission of the plan electronically in lieu of prints.~~ The plan must be prepared in accordance with the Public Facilities Manual.

Subsection 8101.1.B:

8101. Submission Requirements

1. General Requirements for All Applications

…

~~**B.** Staff may request one or more paper copies of any of the materials at any point in the process.~~

Subsection 8101.5.A(2):

5. Building Permits

A. Plan Requirements

…

(2) When the building or structure does not require site plan approval but will require approval of a site-related plan (e.g., grading plan or conservation plan) in accordance with subsections 5104.1.A and 5104.1.B, a plan, certified by a land surveyor, engineer, landscape architect, or architect authorized by the State to practice as such, must be submitted that includes siltation and erosion control measures in conformance with Chapter 124.1 of the Code, and contains the information listed in subsection (3) below~~. The required number of copies of the form and plan will be determined by the Director~~; or

Subsection 8102.1

8102. Fee Schedule

1. Fee Schedule

All applications and appeals provided for in this Ordinance and requests for zoning compliance letters must be accompanied by the filing fee set forth in the following table unless otherwise waived by the Board for good cause shown; except that no fee is required where the applicant is the County of Fairfax or any agency, authority, commission or other body specifically created by the County, State or Federal Government. All fees must be made payable to the County of Fairfax. ~~Receipts for fees paid will be issued in duplicate, and one of the duplicates will be maintained on file with the Department of Planning and Development.~~

INSTRUCTION #8: Revise subsection 5100.2.D(8) to remove the requirement for the Zoning Administrator to modify the 200-foot residential building setback and 75-foot commercial and industrial building setback from specific highways and railroads tracks for lots created before August 14, 1978.

D. Setback Regulations

…

(8) Setbacks from Specific Highways and Railroad Tracks

The following minimum distances must be maintained between all principal buildings and rights-of-way:

(a) All principal buildings must be setback from the rights-of-way of interstate highways, the Dulles International Airport Access Highway, and the combined Dulles International Airport Access Highway and Dulles Toll Road, as follows:

1. Principal residential buildings - 200 feet

2. Commercial and industrial buildings - 75 feet

(b) Principal residential buildings must be setback a minimum of 200 feet from all railroad tracks, except for those tracks associated with regional rail transit facilities.

(c) The setbacks required in this subsection do not apply to a minor adjustment of lot lines in accordance with subsection 5100.2.J(1)(b).

(d) The Board may approve deviations from the provisions of subsections (a) and (b) above in conjunction with the approval of a rezoning or the BZA may approve a variance if it finds that the deviations will further the intent of this Ordinance, the Comprehensive Plan, and other adopted County policies.

(e) The setbacks required in this subsection ~~may be modified by the Zoning Administrator to not less than those required by the zoning district for:~~ do not apply to lots that were recorded before August 14, 1978.

~~***1.*** A lot that has been recorded before August 14, 1978; and~~

~~***2.*** Where the setbacks required in this subsection would prevent development of the lot in accordance with the provisions of this Ordinance.~~

INSTRUCTION #9: Revise subsection 5100.2.D(11)(e), add a new subsection 1.b, and re-letter as appropriate to allow a special permit to amend setback reductions for variances approved before July 10, 2006, if the request would otherwise meet the current provisions for a setback reduction permitted by a special permit.

(e) Special Permit Approval for Reduction of Setback Requirements

The BZA may approve a special permit to allow a reduction of setback requirements subject to the following:

1. Only the following setback requirements are subject to special permit approval:

a. Minimum required setbacks ~~in the residential, commercial, industrial, and planned development districts~~ set forth in Article 2 if (i) no proffered conditions or development conditions related to setbacks apply; and (ii) no setbacks are depicted on an approved conceptual development plan, final development plan, development plan, special exception plat, or special permit plat~~, or variance plat~~.

b. Minimum required setbacks set forth in Article 2 shown on any variance plat approved before July 10, 2006.

~~***b.***~~ ***c.*** Setback regulations for pipestem lots and lots contiguous to pipestem driveways set forth in subsection 5100.2.L(2).

~~***c.***~~ ***d.*** Accessory structure location requirements set forth in subsection 4102.7.A(6).

~~***d.***~~ ***e.*** Regulations on permitted extensions into a minimum setback as set forth in subsection 5100.2.D(5).

INSTRUCTION 10: Revise subsection 5101.4.B(5)(c) to correct the cross-reference from "a" to "b."

5101. Affordable Dwelling Unit Program

…

4. Affordable Dwelling Unit Calculations

…

(5) Required affordable dwelling units must comply with the following:

…

(c) The requirement for affordable dwelling units may not exceed either 6.25 percent in accordance with subsection (~~a~~b)1 above or 5.0 percent in accordance with subsection (~~a~~b)2 above, as applicable, for those developments in which a 17 percent increase in density has been applied to the density range specified in the Comprehensive Plan.

INSTRUCTION #11: Revise Section 5102.2.C to add a new paragraph (4) that adds language stating that vibration standards do not apply to temporary activities.

5102. Earthborn Vibration Standards

…

C. Vibration Standards

…

(4) Exceptions for Temporary Activities

The vibration standards set forth in this Section do not apply to earthborn vibration resulting from temporary activities of short duration, including but not limited to construction, demolition, or maintenance work.

INSTRUCTION #12: Revise subsection 5108.6.A(2) to add language clarifying that transitional screening, barrier, and parking lot landscaping requirements may also be modified or waived where deemed appropriate or for interim uses of a specified duration.

6. Waivers and Modifications

A. The Board, in conjunction with the approval of proffered conditions, a PRC plan, a special exception, or through a General Waiver associated with a site plan, or the BZA in conjunction with the approval of a special permit, may modify or waive the requirements of this Section as follows:

(1) The transitional screening, ~~and~~ barrier, and parking lot landscaping requirements may be waived or modified (a) if the topography of the lot providing the ~~transitional screening~~ landscaping and the adjacent lot being protected is such that ~~transitional screening~~ landscaping or a barrier would not be effective.~~;~~ (b) for interim uses of a specified duration; or (c) where deemed appropriate when the modification or waiver does not create a harmful effect on the existing or planned development of adjacent properties.

~~**(2)** Parking lot landscaping planting requirements for interim uses of a specified duration, or where deemed appropriate, may be modified when the modification or waiver does not create a harmful effect on the existing and planned development of adjacent properties.~~

~~**(3)**~~**(2)** Parking lot landscaping may be modified to allow the planting of less than one planting area for every ten contiguous parking spaces when the resulting configuration results in the appropriate amount of shade for vehicles parked in the parking lot.

~~**(4)**~~**(3)** When there is a conflict between the required landscaping of subsection 5108.3, subsection 5108.4, and subsection 5108.5 and the location of a new utility easement, the required landscaping may be modified if the required landscaping cannot be accommodated on the remaining available site area as a result of the building placement and lot configuration.

INSTRUCTION #13: Revise Subsection 5109.3.A(2) to remove "unless otherwise approved by the Director."

3. General Provisions

Except as provided in 5109.4.B below, or exempted in 5109.2 above, all outdoor lighting fixtures must comply with the following:

A. Lighting Fixtures and Mounting

…

(2) Except for signs, all light sources may not exceed a maximum Correlated Color Temperature (CCT) of 3,000K ~~unless otherwise approved by the Director~~. However, sports fields or courts that are subject to a sports illumination plan may have a maximum CCT of up to 5,700K.

…

INSTRUCTION #14: Revise subsections 6100.1.A(2), 6100.1.B(1)(c), 6100.1.D(1), 6100.2.C(2)(b), 6100.2.C(3), 6100.2.D(1)(f), 6100.2.D(2), 6100.2.D(4), 6100.5.E(1)(b), 6100.5.E(3), 6100.5.E(5)(c)1, 6100.5.F(1), 6100.6.A(1), 6100.6.B(3), and 6100.6.D for clarity, cross-reference updates, and readability.

ARTICLE 6 - PARKING AND LOADING

Subsection 6100.1.A(2):

A. Generally

…

(2) For redevelopment that retains some use or structure and eliminates some on-site parking during the redevelopment process, a temporary adjustment or relocation of the minimum required off-street parking spaces may be approved either by the Board, in conjunction with a rezoning or special exception, or by the Director, in conjunction with a site plan. As conditions to ~~any~~ such an approval, the applicant must demonstrate that adequate measures will be taken to ensure the continuation of safe and adequate parking on the property~~,~~. ~~and~~ T~~t~~he Board or the Director ~~will~~ may impose time limitations.

Subsection 6100.1.B(1)(c):

B. Change in Use or Expansion of an Existing Structure or Use

…

(c) When a site contains two or more uses, the increase referenced in subsection 6100.1(B)(1)(b) ~~are~~ is measured cumulatively for all uses on the site, not each individual use.

Subsection 6100.1.D(1):

D. Parking Tabulation

(1) A vehicle and bicycle parking tabulation ~~and a bicycle parking tabulation in conformance with Section 6102 approved by the Director and~~ demonstrating compliance with the minimum required off-street vehicle and bicycle parking for all uses on a lot is required in any of the following situations:

(a) A site plan or minor site plan is submitted in accordance with subsection 8101.4.

(b) A change in use resulting in an increased parking requirement, in accordance with subsection 6100.1.B, from that shown on the approved site plan or minor site plan.

Subsection 6100.2.C(2)(b):

C. Off-Street Parking Design and Layout

…

(2) Accessible Parking

(a) All accessible off-street parking spaces and related access aisles and accessible routes must comply with the USBC and the Public Facilities Manual.

(b) Each accessible off-street parking space must be designated as reserved for persons with disabilities by an above grade sign in conformance with the design and content specifications of the USBC and the Public Facilities Manual.

Subsection 6100.2.C(3):

C. Off-Street Parking Design and Layout

…

(3) Pedestrian Routes

To encourage parking lot design that enhances pedestrian safety and access, pedestrian routes must be provided in accordance with this subsection. Such routes allow a person to use a direct pedestrian pathway instead of a vehicle travel aisle to reach the principal building. This requirement does not apply to parking lots with 50 or fewer spaces or to parking structures. These requirements do not supersede the USBC requirements for site and building accessibility. The pedestrian route:

Subsections 6100.2.D(1)(f), 6100.2.D(2), and 6100.2.D(4):

D. Tandem Parking

(1) Tandem parking is allowed for the following:

…

(f) Valet parking, except that if located off-site, ~~it must be subject to~~ an agreement with the off-site property owner is required, subject to the Director's approval~~,~~. The agreement must

address the ~~regarding~~ administration and termination of the valet parking by the operator or user.

(2) Except for the uses and activities in subsection 6100.2.D.(1)(a), (b), ~~and~~ (c), and (f), the development plan or site plan must depict the number and location of tandem spaces.

…

(4) The Director may approve tandem parking that does not conform~~ing~~ with the above requirements if the spaces are determined to be sufficiently usable and accessible.

Subsections 6100.5.E(1)(b), 6100.5.E(3), and 6100.5.E(5)(c)1:

E. PTC District – Off-Street Parking

(1) The number of off-street parking spaces provided for a development in the PTC District must be established with a parking plan that is accompanied by an application for rezoning to the PTC District.

…

(b) Where parking is to be provided in phases in accordance with a phased development proposal, the parking plan must provide the information set forth above in subsection 6100.5.E(1)(a) for each proposed phase. If the total development parking will be constructed in early phases of the project, shared parking spaces for the remaining phases must be identified when it is demonstrated that such additional parking in the early phase(s) is necessary due to construction requirements or in furtherance of the objectives of the Comprehensive Plan. When parking is provided in this manner, the development must provide shared parking for the later phases of the project to the satisfaction of the Board. Additionally, when an existing use is proposed to be retained as an interim use, the parking accessory to any such interim uses must conform to the rates ~~set forth above~~ in Table 6100.10. In all cases, parking at the build out phase of the development must conform to the total number of spaces approved for the entire development.

…

(3) After the parking plan is approved, no additional parking is required for a change in use~~,~~ if the mix of uses is in substantial conformance with the approved final development plan.

…

(5) A property not zoned to the PTC District may opt in to ~~into~~ the PTC District parking requirements in 6100.5.E. under the following criteria:

(a) The property is located in an area identified in the Comprehensive Plan as the Tysons Urban Center.

(b) The property is located in an area identified in the Comprehensive Plan as a Transit Oriented District or a Transit Development District wherein the TOD District rates in Table 6100.10 will apply.

(c) A parking plan must be submitted meeting the requirements of subsection 6100.5.E(1)(a)~~, and~~;. The request requires approval by the Director if part of a site plan or parking redesignation plan; however, if a proffer or development condition specifies the number of spaces to be provided on a site, Board approval is required.

~~***1.*** If part of a rezoning, development plan, PRC plan or special exception plat, or proffer or condition amendment if this specifies the number of spaces to be provided on a site, then the request requires Board approval.~~

~~**2.** If part of site plan or parking redesignation plan, then the request requires approval by the Director.~~

Subsection 6100.5.F(1):

F. PTC District Special Exception for Increase in Parking

(1) The Board may approve a special exception to allow an increase in parking in the PTC District above the parking maximums in Table 6100.10 when the applicant ~~has demonstrated~~ demonstrates to the Board's satisfaction that:

…

Subsection 6100.6.A(1):

6. Adjustments to Minimum Required Off-Street Parking

A. Generally

(1) Adjustments to the minimum parking requirements may be approved by the Board, including those not approved by the Director in subsection 6100.6.A(2). The Board may approve an adjustment in conjunction with the approval of a rezoning or special exception in accordance with subsections 6100.6.B through G. Adjustments as used in this subsection indicate a reduced parking requirement. The applicant must demonstrate to the Board's satisfaction that:

…

Subsections 6100.6.D:

6. Adjustments to Minimum Required Off-Street Parking

…

D. Affordable Housing

A parking adjustment may be approved upon demonstration ~~by an applicant~~ that all dwelling units within a building will serve individuals with incomes at or below 70 percent of the Area Median Income for the Washington Metropolitan Statistical Area, based on income averaging.

INSTRUCTION #15: Revise subsection 7100.4 to remove separate permissions and sign area for single family dwellings under renovation and giving the Board a range of 12-16 square feet of signage total.

4. Minor Signs

…

~~**D.** For an individual single-family dwelling unit undergoing construction, improvement, or renovation, one sign, not to exceed four square feet in area or a height of four feet is allowed. No sign can be displayed before commencement of the improvement or renovation work, and the sign must be removed within seven days after the improvement or renovation is completed, or within six months from the start of display, whichever is less.~~

~~**(1)** For the purpose of this subsection, commencement of the improvement or renovation work includes the following:~~

~~**(a)** Clearing, grading, or excavation work to prepare the site for construction;~~

~~(b) Active demolition of structures or features internal to the dwelling as part of a renovation project;~~

~~(c) Delivery and staging of materials or equipment on-site, including both interior and exterior staging; or~~

~~(d) Any other similar activity involving active engagement in improvements on the property.~~

~~E.~~D. Yard signs on any lot that is developed with a residential use or under active construction for a residential use cannot exceed 12 square feet in total area ***(advertised range: 12 – 16 square feet)***, with no single sign exceeding four square feet in area or a height of four feet.

INSTRUCTION #16: Revise subsection 7101.3.A(1)(c)5 to add language that describes any internal connection.

3. Signs in Commercial and Industrial Districts

…

(c) Building Frontage

…

5. For the purpose of these provisions, buildings that are located on the same property are considered separate buildings if they have separate posted addresses and do not include any internal connections that are temperature controlled and fully enclosed. Each building is allotted its own sign area based on the linear feet of building frontage associated with its main public entrance.

INSTRUCTION #17: Revise subsection 8100.1 to incorporate the additional permissions allowed by HB 2330, adopted July 2025 as well as to align with current practices and State Code requirements. Other minor edits for clarity are also made throughout. Subsequent revisions to subsections 8100.10 and 9100 are also made based on these changes.

8100. Review Procedures

1. General Requirements for All Applications and Appeals to the BZA

This ~~s~~Section describes the standard procedures and rules that apply to applications and to appeals to the BZA, unless otherwise stated in the Ordinance.

A. Application Processing

(1) Filing of Applications and Appeals

(a) Applications and appeals to the BZA ~~required under this Ordinance~~ must be filed with the Zoning Administrator or the Zoning Administrator's designated agent.

(b) The ~~County~~ Zoning Administrator will not accept an application or appeal unless it complies with this Ordinance. An application or appeal will be officially on file with the County only after it and all required accompanying submissions are submitted to and accepted by the Zoning Administrator or the Zoning Administrator's designated agent. Section 8101 specifies the application and appeal submission requirements. All applications and appeals provided for in this Ordinance must be submitted on forms prescribed by the responsible official, body, or committee.

(c) Any ~~A~~applications~~,~~ or appeals~~, and requests for zoning compliance letters~~ must be accompanied by the applicable filing fee specified in Section 8102 unless otherwise waived

by the Board for good cause shown. No fee is required where the applicant or appellant is the County of Fairfax or any agency, authority, commission, or other body specifically created by the County, State, or Federal Government.

(d) Upon acceptance, the Zoning Administrator will transmit an application or appeal to the officer, body, or agency ~~having~~ with jurisdiction to act on the application.

(2) Scheduling of Applications

Applications and appeals are typically scheduled and considered in the order they are accepted. The clerks of the respective hearing bodies will keep a calendar of cases to be heard.

(3) Amendment of Applications

A request to amend an application must be submitted in writing to the Zoning Administrator. Depending on the nature and extent of the amendment, this request may result in the rescheduling of any required public hearing.

(4) Withdrawing an Unaccepted Application

Withdrawal of an unaccepted application for a rezoning, special exception, special permit, or variance will be in accordance with the following:

(a) An applicant or agent may withdraw an application at any time by giving written notice to the Zoning Administrator. If the application has not been accepted, there will be a full refund of the filing fee paid.

(b) The Zoning Administrator may deem an application administratively withdrawn before acceptance if the applicant refuses or neglects to make a needed correction, addition, or other change after being notified of the need and, after a further 15 days' notice, of the impending administrative withdrawal. This latter notice ~~must be sent by certified mail, return receipt requested,~~ will be mailed to the applicant's last known address. If an unaccepted application is deemed administratively withdrawn, 90 percent of the filing fee paid will be refunded upon request by the applicant.

(5) Withdrawing an Accepted Application

Withdrawal of an accepted application for a rezoning, special exception, special permit, or variance will be in accordance with the following:

(a) The applicant or agent may withdraw an application at any time by giving written notice to the Zoning Administrator. No fee or partial fee will be refunded for an accepted application withdrawn by the applicant.

(b) If it is determined that the application was accepted in error, the Zoning Administrator may deem it administratively withdrawn, give notice mailed to the applicant's last known address, and fully refund the filing fee paid.

(c) If an applicant refuses or neglects to pursue an accepted application, the Zoning Administrator may declare the application administratively withdrawn, but only after giving at least 15 days' notice of intention to do so. This notice ~~must be sent by certified mail, return receipt requested,~~ will be mailed to the applicant's last known address. If an accepted application is administratively withdrawn under this provision, there will be no refund of the filing fee.

~~**(d)** If an application for a rezoning is withdrawn, by request or administratively, after the Board or Planning Commission has begun a public hearing, there may be a limitation on rehearing under subsection 8100.1.D.~~

B. Scheduling and Notice of Public Hearings

(1) Required Notice for Public Hearings

(a) Public hearings required by this Ordinance will be held only when ~~evidence establishes that~~ the notice requirements in this subsection and those required by Virginia law have been satisfied. ~~All required notices must meet the standards specified by state law.~~

(b) The subject of the public hearing is not required to be advertised in full but may be advertised by reference. Every advertisement must identify the proposed action and must identify the place(s) within the County where copies of the subject of the public hearing may be examined.

Published Notice

(c) ~~Public~~ Published notice is the hearing body's responsibility. Published ~~N~~notice of any hearing must ~~be published at least in accordance~~ comply with the standards specified in Va. Code Sect. 15.2-2204 and ~~such~~ any other applicable state law provisions ~~that may apply~~.

Written Notice to Applicant or Appellant

(d) The clerk to the hearing body or the clerk's designated agent must send written notice of the public hearing to the applicant or appellant when the hearing involves an appeal or an application for a PRC plan, final development plan, special exception, special permit, variance, ~~appeal,~~ or ~~an~~ amendment to the Zoning Map~~. That written notice must be sent by first class or certified mail postmarked~~ at least 20 days before the hearing.

Posted Notice

(e) At least 15 days before the date of the first hearing, the Zoning Administrator ~~must~~ will post notice of the application or appeal hearing on the property. This notice ~~must~~ will be removed within seven days after the last hearing and within seven weeks ~~from~~ after the original posting date.

(f) Notice ~~must~~ will be posted at reasonable intervals as follows:

1. Along every street abutting the property; or,

2. If there is no abutting street, then along the exterior boundary lines of the property and within 300 feet along every street providing access to the property.

(g) The notice ~~must~~ will contain the ~~date,~~ location, date, and time of the public hearing, the nature of the application, the property affected, other information necessary to identify and describe the application, and where further information may be obtained.

(h) ~~Posted notice is not required~~ Notice will not be posted when:

1. The hearing involves an application for more than 25 parcels of land for the following:

- ***a.*** Amendment to the Zoning Map initiated by ~~resolution of~~ the Planning Commission or Board
- ***b.*** Special exception
- ***c.*** Special permit
- ***d.*** Variance
- ***e.*** Appeal

2. The hearing involves an appeal concerning no specific property; or

3. The hearing body specifically waives or modifies the requirement.

Written Notice to Property Owners, Adjacent Jurisdictions, Military Installations, and Airports

(i) An appeal or an application for a rezoning, a PRC plan, final development plan, special exception, special permit, or variance~~, or appeal~~ requires the following written notice. The clerk to the hearing body or the clerk's designated agent may send any written notice described below, in lieu of the applicant or appellant:

1. The applicant or appellant must send written notice to the property owner(s) of each parcel involved in the application; and

2. The applicant or appellant must send written notice to all owners of property abutting and immediately across the street from the property, including property that lies in an adjoining city or county.

3. For special permits, variances, and appeals, if written notice as required by paragraph 2 above is not sent to ten different property owners, the applicant or appellant must send additional notices so that at least ten different property ~~the~~ owners ~~of at least ten properties~~ in the immediate vicinity are notified.

4. For all other applications, if written notice as required by paragraph 2 above is not sent to 25 different property owners, then the applicant must send additional notices so that at least 25 different property ~~the~~ owners ~~of at least 25 properties~~ in the immediate vicinity are notified.

5. For the purpose of calculating the number of property owners to be notified according to paragraphs 3 and 4 above, when a property is owned by more than one owner, the co-owners are counted as a single property owner.

~~***5.***~~***6.*** If the application property or property subject to an appeal is an individual manufactured home within a manufactured home park, written notice must be sent ~~the applicant must send written notice~~ to the manufactured home occupants immediately surrounding the application property.

~~***6.***~~***7.*** If the application property or property subject to an appeal is an individual condominium or cooperative unit within a condominium or cooperative building, ~~the applicant must send~~ written notice must be sent to:

a. The condominium unit owners' association or proprietary lessees' association; and

b. Unit owners immediately abutting the application property or on the same floor of the building as the application unit and those unit owners immediately above and below the application unit.

~~***7.***~~***8.*** When the application property or property subject to an appeal abuts or is immediately across the street from a condominium or cooperative property, ~~the applicant must send~~ written notice must be sent as follows:

a. When the application property or property subject to an appeal abuts or is immediately across the street from open space or common ground of a condominium or cooperative~~, the applicant must send~~ written notice must be sent to the condominium unit owners' association or proprietary lessees' association; and

b. Where individual condominium or cooperative units or lots abut or are immediately across the street from the application property or property subject to an appeal, ~~the applicant must send~~ written notice must be sent to the owner of each unit.

~~8.~~9. The hearing body or its representative must also send written notice at least ~~15~~ ten days before the hearing to the chief administrative officer or designee of an adjoining county or municipality if:

a. The application involves a Zoning Map amendment, PRC plan, final development plan, or a special exception or special permit application that proposes a change in use or an increase greater than 50 percent of the bulk or height of an existing or proposed building;

b. The application does not seek to renew a previously approved special exception or special permit; and

c. The application property or a portion of it is located within one-half mile of a boundary of an adjoining county or municipality of the State.

~~***9.*** If the application seeks to amend a previously approved rezoning, PRC plan, final development plan, special exception, or special permit affecting a portion of a property, the hearing body or its representative must also send written notice at least 15 days before a hearing to all owners of property subject to the original application. However, this notice is not required if the Zoning Administrator determines the proposed change is to a component or lot that does not affect the rest of the development.~~

10. The hearing body or its representative must also send written notice at least 30 days before a hearing to the commander of a military installation, military airport, or owner of a public use airport. The notice must advise of the opportunity to submit comments or recommendations. For the purposes of this provision, military installations include~~,~~ but are not limited to military camps, forts, or bases. Public use airports include those licensed airports contained on the list of public use airports that is maintained by the Virginia Department of Aviation. This notice is required if:

a. The application involves a rezoning, a development plan, PRC plan, or a special exception~~,~~ or special permit for a change in use; and

b. The application property or a portion of it is located within 3,000 feet of a boundary of a military installation, military airport (excluding armories operated by the Virginia National Guard), or licensed public use airport.

11. Content and Mailing of Written Notice

a. Every required written notice must state the date, time, place, and subject matter of the hearing~~, and the name of the applicant~~.

b. The notice must be sent to the last known address of the owner(s) as shown in the County's current real estate assessment records and~~, except as specified above or qualified below, must be sent by certified mail, return receipt requested, and~~ postmarked at least 15 days before the hearing, except where a different timeframe is specified above in subsection 8100.1.B(1).

c. ~~The hearing body's representative may send notices by~~ Except as specified above in subsection 8100.1.B(1), notices must be sent by first class mail ~~if that representative affirms by~~ and an affidavit affirming that the mailing has been made must be filed with the hearing body.

d. When notice is sent by the applicant, the affidavit must be filed at least five days prior to the first hearing in the case and must list the persons to whom the notice was sent.

12. Waiver of Challenge to Validity of Proceedings

A party's actual notice of, or active participation in, the proceedings waives that party's right to challenge the validity of the proceedings due to the failure to receive the required written notice. In addition, any person may waive his or her right to the notice in writing to the Zoning Administrator.

C. Conduct of Public Hearings

All public hearings required by this Ordinance must be conducted in accordance with the following:

(1) No public hearing may be held unless the required notice has been provided in accordance with subsection 8100.1.B(1).

(2) All hearings are open to the public. Any person may appear and testify, either in person or by an authorized agent or attorney.

(3) The hearing body by general rule prescribes procedures for the conduct of hearings.

(4) Upon a vote of the majority of members present, the hearing may be continued or deferred as follows:

~~**(a)** If a hearing has been opened, public testimony has been received, and there is cause for continuation of the hearing, no formal notice is required if the hearing is continued to a date certain.~~

~~**(b)**~~**(a)** If a hearing is concluded, but action is deferred until a future date, no formal notice is required before action is taken.

~~**(c)**~~**(b)** If a hearing was deferred before it was opened or if a hearing has been opened, public testimony has been received, and there is cause for continuation, written notice to adjacent property owners required by subsection 8100.1.B(1) must be re-mailed. The notice must be mailed at least five days before the public hearing. ~~If the notice is sent by the hearing body's representative, he or she may send written notice by first class mail if that representative affirms by affidavit that the mailing has been made.~~

(5) ~~Where deemed necessary,~~ Jjoint public hearings may be conducted after ~~giving~~ public notice has been given as required by subsection 8100.1.B and by the Va. Code. If a joint hearing is held, public notice ~~must~~ may be given by only the clerk or clerk's designee of one hearing body. ~~The Board must give public notice when it is one of the hearing bodies.~~

(6) An action may be reconsidered only upon motion of a member voting with the prevailing side on the original vote. A motion to reconsider must be made at the same or immediately subsequent regular meeting~~,~~ and may be seconded by any member. The BZA may not entertain a motion for reconsideration.

D. Limitation on Rehearing

Denied or Withdrawn Applications

If an application for rezoning or proffered condition amendment is denied or withdrawn after the Board has begun a public hearing on it, the Board ~~will~~ may not hear a substantially similar application concerning any of the same property within 12 months of the denial or withdrawal, unless this restriction is waived by the Board.

Subsection 8100.10(A)(4):

10. Appeals

A. Appeal Processing

…

(4) Withdrawal of Application for Appeal

An application for appeal may be withdrawn at any time by the appellant or the appellant's agent by giving written notice to the Zoning Administrator. No fee or partial fee will be refunded for a withdrawn application. If the application has not been accepted, there will be a full refund of the filing fee paid.

Section 9100:

9100. Interpretations

Words and terms used in this Ordinance are to be interpreted as follows:

14. The words "written," "submitted," or "filed" include online submissions.

INSTRUCTION #18: Revise subsections 8100.7.D(17)(a), 8101.4.B(29), 5104.1.C(1), 5105.3.A(1), and Section 9102 for clarity and to correct cross-references and references to correct County Code chapters.

Subsection 8100.7.D(17)(a):

7. Site Plans and Minor Site Plans

…

(17) Antennas and satellite earth stations; accessory outdoor storage and display; and additions and alterations to existing uses and site modifications which may include, but are not limited to, changes or additions to decks, patios, concrete slabs, vestibules, loading docks, mechanical equipment, storage structures, generators, walkways, landscaping, paving, electric vehicle charging stations, and light poles or lighting fixtures. All such uses or activities must not:

(a) Exceed (i) 500 square feet of gross floor area, ~~or~~ (ii) 750 square feet of gross floor area if the addition or alteration is to provide an accessibility improvement or other reasonable accommodation, or ~~exceed~~ (iii) 2,500 square feet or more of disturbed land area as defined in Chapter 124.1 of the County Code;

Subsection 8101.4.B(29):

4. Site Plans and Minor Site Plans

…

(29) A tree conservation plan that addresses the tree conservation and vegetation preservation requirements of Chapters 122 and ~~Chapter~~ 124.1 of the County Code and the policies and requirements of the Public Facilities Manual;

Subsection 5104.1.C(1):

5104. Grading, Erosion, Sediment Control, and Drainage

1. General Limitations on the Removal and Addition of Soil

…

C. Areas Requiring an Approved Plan

For disturbed areas of greater than 2,500 square feet, that do not qualify under B above, sod and soil may be removed or added and grading of land may be permitted by the Director in accordance with the following:

(1) Removal, dumping, filling, or excavation necessary for construction is permitted in accordance with an approved site plan or approved plans and profiles for a subdivision. Grading of land is permitted in accordance with a grading plan approved by the Director. The Director must determine that the amount of soil removal or fill and proposed grading is necessary to establish a use permitted in the zoning district in which the use is located, and that the grading plan provides for even finished grades that meet adjacent property grades and do not substantially alter natural drainage. Such plans must include siltation and erosion control measures in conformance with Chapter ~~104~~ 124.1 of the County Code.

Subsection 5105.3.A(1):

3. Permitted Uses

A. Except as provided in subsection (10) below for cluster subdivisions, the uses and changes to topography identified below may be permitted in a floodplain upon a determination by the Director that the use is permitted in the zoning district in which it is located, and the use or change to topography is in accordance with these floodplain regulations and the Public Facilities Manual. Any use or change to topography not meeting the qualifications below may be permitted by the Board with the approval of a special exception.

(1) Changes to topography that do not require major fill. For the purpose of this subsection, major fill includes any fill, regardless of amount, in an area greater than 5,000 square feet, or any fill in excess of 278 cubic yards below the existing 100-year flood elevation in an area of 5,000 square feet or less. The cumulative area of any fill and pavement permitted under (1) and (3) through (6) may not exceed an area of 5,000 square feet for all uses on a lot.

Section 9102:

Land Disturbance Permit

A permit that allows land disturbing activity in accordance with Chapter ~~104~~ 124.1 of the Code.

INSTRUCTION #19: Revise subsection 8100.10.A(2)(b) to add a violation related to storage or disposal of nonagricultural excavation material to the ten-day appeal period.

10. Appeals

…

(2) Time Limit on Filing

(a) Except as set forth below, all appeals must be filed within 30 days from the date of the decision appealed by filing an appeal application with the Zoning Administrator and the BZA.

(b) Appeals from notices of violation involving the following violations must be filed within ten days from the date of the notice by filing an appeal application with the Zoning Administrator and the BZA:

…

10. Storage or disposal of nonagricultural excavation material, waste, or debris.

INSTRUCTION #20: Revise subsection 8101.2.E to add a new paragraph expanding a rezoning submission requirement that applied only to PTC districts so it applies to all districts regarding information related to phased developments and re-numbering.

2. Zoning Map Amendments (Rezonings)

…

E. Supporting Reports and Studies

The following additional information must be submitted:

…

(5) If a phased development is proposed, a phasing plan that identifies each phase must be included in the development plan. Each phase should include the following as applicable: (i) the uses and their location, including interim uses; (ii) the streetscape, sidewalks, landscaping, and park/open space; (iii) the location and quantity of all parking, stacking, and loading spaces; (iv) the anticipated sequence for construction; and (v) the on- and off-site infrastructure improvements, including, but not limited to access points, street grid, and public utilities and facilities necessary to achieve the proposed development.

…

~~**(10)**~~**(11)** Rezonings to the PTC District require the following additional information:

(a) A statement as to whether any of the development is located within the TOD and/or Non-TOD Districts, and if within the TOD Districts, the delineation of the one-eighth (1/8), one-quarter (1/4), one-third (1/3), and one-half (1/2) mile distance from the Metro Station entrance, as applicable, as set forth in the Comprehensive Plan.

~~**(b)** The phasing plan, if applicable, that identifies each phase. Such plan must at a minimum specify for each phase of the development: (i) the location and the mix of uses, including interim uses; (ii) the streetscape and landscape treatments to be provided; (iii) the amount and location of all parking, stacking and loading spaces; (iv) the anticipated phasing for construction; and (v) a statement as to how each phase of development will provide the necessary infrastructure and on and off-site public improvements, including, but not limited to parking, grid of streets and public facilities necessary to achieve the redevelopment option set forth in the Comprehensive Plan.~~

…

INSTRUCTION #21: Revise 8101.3.D (12) to add language that requires the number of ADUs be provided on SE plats for independent living facilities.

3. Special Exceptions, Special Permits, and Variances

…

(12) Independent Living Facility

In addition to the plat requirements required by subsection 8101.3.C(2), the plat must include the total gross floor area (including the dwelling unit area and all non-dwelling unit areas), the floor area ratio, and the number of dwelling units and required number of affordable dwelling units.

INSTRUCTION #22: Revise subsection 8106.3 to add language establishing penalties for zoning violations on multifamily properties.

3. Penalties

A. Infractions and Civil Penalties

(1) A violation of this Ordinance, except for the posting of signs on public property or public rights-of-way, is deemed an infraction and is punishable by a civil penalty of $200 for the first violation. Subsequent violations arising from the same set of operative facts are punishable by a civil penalty of $500 for each separate offense.

(2) Any repeat violation on a property developed with multifamily dwellings may be punishable by a civil penalty of $1,000 for a second violation and $1,500 for a third or subsequent violation. For the purposes of subsection 8106.3, the penalties for multifamily dwellings are applied only where the violation is not occurring within an individual unit.

~~**(2)**~~**(3)** Each day during which any violation of the provisions in (1) above is found to have existed constitutes a separate offense. However, in no event will any such violation arising from the same set of operative facts be charged more frequently than once in any ten-day period, nor will a series of such violations arising from the same set of operative facts result in civil penalties that exceed a total of $5,000 or $6,000 for a property developed with multifamily dwellings.

~~**(3)**~~**(4)** The designation of a violation of this Ordinance as an infraction in accordance with (1) above is in lieu of criminal sanctions, and such designation precludes the prosecution of a violation as a criminal misdemeanor unless such violation results in injury to any person or persons or the civil penalties under (1) above total $5,000 or more for such violation. If the civil penalties for a violation under (1) above total $5,000 or more, the violation may be prosecuted as a criminal misdemeanor.

…

INSTRUCTION #23: Remove the definition for net floor area in Section 9102.

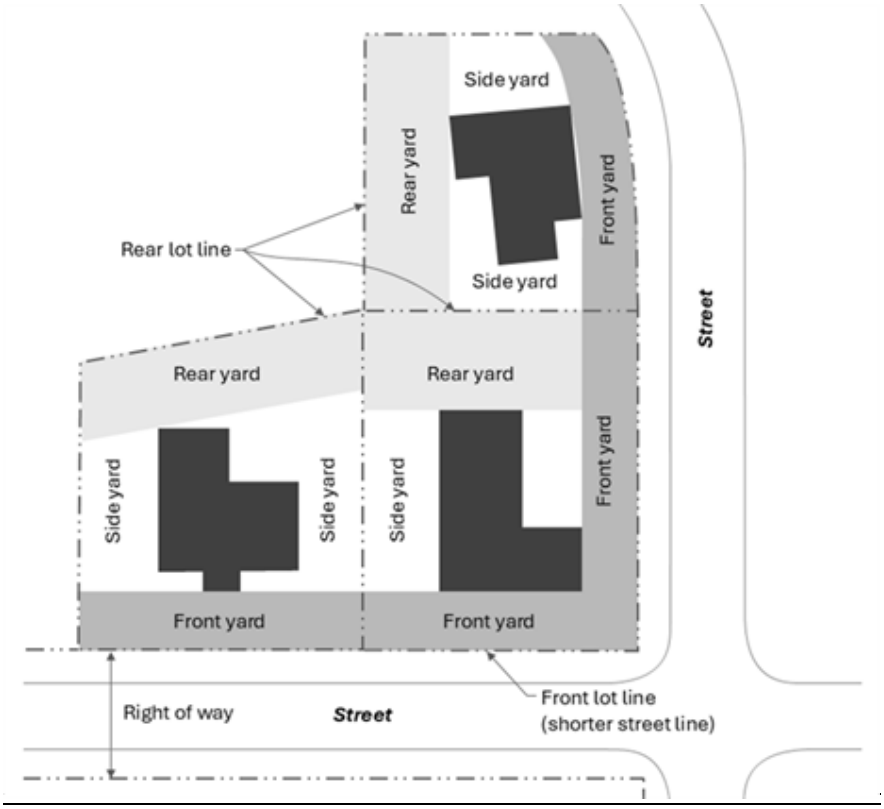
~~**Floor Area, Net**~~

~~The sum of the total horizontal areas of each floor of all buildings on a lot, measured from the interior faces of exterior walls and from the center line of walls separating two or more buildings. The term 'net floor area' will include outdoor display areas for the sale, rental and display of recreational vehicles, boats and boating equipment, trailers, horticultural items, farm or garden equipment and other similar products. Net floor area does not include areas designed for permanent uses such as toilets, utility closets, malls (whether or not they are enclosed), truck tunnels, enclosed parking areas, meters, rooftop mechanical structures, mechanical and equipment rooms, public and fire corridors, stairwells, elevators, escalators, and areas under a sloping ceiling where the headroom in 50 percent of that area is less than six feet, six inches. For purposes of determining off-street parking requirements, the term 'net floor area' includes cellars used exclusively for storage.~~

INSTRUCTION #24: Clarify the definition for Front Yard to add that a front yard is parallel to the front lot line in Section 9102. New image for Figure 9102.3: Lot Lines and Yards.

Yard, Front

A yard extending across the full width of a lot and lying between the front lot line and the principal building. The front yard is determined by a line drawn parallel to the front street line. (See Figure 9102.3)



INSTRUCTION #25: In Section 9103, replace "Kennel" with new name "Animal Boarding, Breeding, or Recreation Establishment," clarify that breeding includes selling the animals, add "reptiles and amphibians" to list of animals, and remove the word "domestic." Replace "kennel" with new name "Animal Boarding, Breeding, or Recreation Establishment" in the following Sections and subsections: subsection 3101.8.B(1); Table 3103.1: Noise Compatibility Table; Table 4101.1: Use Table for Residential, Commercial, and Industrial Uses; Table 4101.2: Use Table for Planned Development Districts; subsection 4102.4.P(4)(b); subsection 4102.5.A; subsection 4102.5.C; subsection 4102.7.J; Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces; and Section 9103 – definitions of animal shelter and zoo or aquarium.

~~Kennel~~ Animal Boarding, Breeding, or Recreation Establishment

An establishment primarily engaged in boarding, keeping, training, breeding and selling, or handling dogs, cats, birds, reptiles, amphibians, or other small ~~domestic~~ animals for a fee. A kennel also includes recreation and exercise areas for dogs and other small domestic animals operated for a fee.

INSTRUCTION #26: Revise definition of Residence for Manager or Employee in Section 9103.

Residence for Manager or Employee

A residence for a manager or employee and their family located ~~in the same building or in an accessory structure~~ on the same lot as their place of occupation.

Board Agenda Item
May 5, 2026

4:00 p.m.

Public Hearing on Proposed Plan Amendment SSPA 2023-I-2B, Cavalier Club (Mason District)

ISSUE:
Plan amendment SSPA 2023-I-2B proposes to amend the Comprehensive Plan recommendations for Tax Map Parcel 51-3 ((1)) 43 located in Land Unit E within the Seven Corners Community Business Center (CBC) to expand the Seven Corners Opportunity Area to add an option to increase residential development potential for the subject property. This amendment does not propose to change the base Comprehensive Plan land unit recommendation of multifamily residential use at a density of 16-20 dwelling units per acre.

PLANNING COMMISSION RECOMMENDATION:
On March 11, 2026, the Planning Commission voted 12-0 to recommend to the Board of Supervisors adoption of the staff recommendation for Plan Amendment SSPA 2023- I-2B as shown on pages 21-27 of the staff report dated February 18, 2026.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission Public Hearing – March 11, 2026, at 7:30 p.m.
Board of Supervisors Public Hearing – May 5, 2026, at 4:00 p.m.

BACKGROUND:
On April 11, 2023, as part of the 2023 SSPA cycle, the Board of Supervisors authorized Plan amendment SSPA 2023-I-2B for Tax Map Parcel 51-3 ((1)) 43. This Plan amendment considers adding a Plan option for a mix of uses, including up to 20,000 square feet of retail and an increase in residential potential up to 300 additional multifamily dwelling units, resulting in a total of up to 520 residential units on the property. The existing residential structure, with 220 units, is proposed to remain. The proposed change would facilitate the opportunity for additional housing in the Seven Corners CBC.

EQUITY IMPACT:
The Cavalier Club Plan amendment proposes to add the potential for more housing on the subject property with access to multimodal transportation options, services, and other amenities within the Seven Corners CBC. An affordability assessment was conducted by Department of Housing and Community Development, which identified market affordable units in accordance with the Housing element of the Comprehensive Plan Policy Plan. The proposal aligns with County housing goals and would further the county's One Fairfax policy Areas of Focus 2 and 11 related to provision of more affordable housing.

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 is accessible at:
https://www.fairfaxcounty.gov/planningcommission/planning-commission-actions-2026

The Staff Report for SSPA 2023-I-2B has been previously furnished and is available online at:
https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/Assets/Documents/compplanamend/cavalier-club/SSPA-2023-I-2B-Staff-Report.pdf

STAFF:
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Clara Quintero Johnson, Branch Chief, Monitoring & Plan Development Branch, PD, DPD
Michael Wing, Planner, PD, DPD

Board Agenda Item
May 5, 2026

4:00p.m.

Public Hearing on Proposed Plan Amendment 2025-CW-T1, Active Fairfax Transportation Plan Study

ISSUE:
Plan Amendment 2025-CW-T1 proposes to amend the recommendations in the Comprehensive Plan Policy Plan and Area Plans to incorporate the recommendations from the Active Fairfax Transportation Plan Study as the Active Transportation and Trails Plan (ATTP). The ATTP will serve as a consolidated, modernized, context-sensitive framework to guide future development of the county's active transportation network.

PLANNING COMMISSION RECOMMENDATION:
On March 11, 2026, the Planning Commission voted 12-0 to defer the decision only for the proposed amendments to a date certain of March 18, 2026, with the record remaining open for written and electronic comments.

On March 18, 2026, the Planning Commission voted 10-0 (Commissioners Batchelor-Causey and Thomas were absent from the meeting) to recommend adoption of the staff recommendations for Plan Amendment 2025-CW-T1, as described in the Staff Report dated February 18, 2026, on pages 18 and 19 and in Attachments 1 through 3, with additional Planning Commission modifications contained in the Planning Commission Alternative Attachment, dated March 18, 2026, and attached to this Board Item as Attachment I – Planning Commission Alternative. The Active Transportation Toolkit, found in Attachment 4 of the staff report, is to be a separate document incorporated by reference into the Plan.

The Planning Commission also recommended two follow-on motions to further evaluate the Public Facilities Manual (PFM) and the Zoning Ordinance with respect to approval of the Active Transportation and Trails Plan (ATTP).

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendations.

TIMING:

Board Agenda Item
May 5, 2026

Planning Commission Public Hearing – March 11, 2026, at 7:30 p.m.
Planning Commission Decision Only – March 18, 2026, at 7:30 p.m.
Board of Supervisors' Public Hearing – May 5, 2026, at 4:00 p.m.

BACKGROUND:

In July 2019, the Fairfax County Department of Transportation (FCDOT) initiated the Active Fairfax Transportation Plan Study to conduct technical analysis, engage the community, and develop recommendations to update active transportation policies, network maps, and facility specifications in the Plan. The Study was initiated per guidance in the Bicycle Master Plan to assess guidance and recommendations every five years and to reflect rapidly changing national bicycle guidance. The resulting Study materials were initially published in 2024 and included: (1) Vision, Goals, and Objectives that emphasize safety, multimodal connectivity, and equitable access, (2) a countywide network map of planned active transportation routes, and (3) a facility selection table based on the Concept for Future Development's Land Use Classification and route characteristics.

On May 13, 2025, the Fairfax County Board of Supervisors (Board) authorized the consideration of Plan amendment (PA) 2025-CW-T1, to incorporate the recommendations from the Active Transportation Plan Study into the Comprehensive Plan. The proposed amendment would replace the adopted Countywide Bicycle Master Plan and Countywide Trails Plan Maps with a new Active Transportation and Trails Plan Map along with associated edits to the Transportation Element of the Policy Plan and editorial revisions to other sections of the Policy Plan and Area Plans to ensure consistency throughout the Plan.

EQUITY IMPACT:

The Active Fairfax Transportation and Trails Plan supports equity-driven active transportation network planning and facility design, and provision of safety enhancements, comfort amenities and project selection criteria, ensuring all community members, particularly those who are most vulnerable, can safely and comfortably navigate the county's streets and trails. The information provided in the Active Transportation Toolkit will help staff and the development community apply the recommendations provided in the proposed Active Transportation and Trails Plan in planning and implementation efforts. As such, this effort can help to directly address inequities in transportation access and safety, ultimately fostering a more inclusive and safe transportation network for all.

FISCAL IMPACT:

None.

Board Agenda Item
May 5, 2026

ENCLOSED DOCUMENTS:
Attachment I – Planning Commission Alternative

The Planning Commission Meetings Video Archive is available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

The Planning Commission action is accessible at:
https://www.fairfaxcounty.gov/planningcommission/planning-commission-actions-2026

The Staff Report for PA 2025-CW-T1 is available online at:
https://www.fairfaxcounty.gov/planning-development/plan-amendments/staff-reports

STAFF:
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Laura Ghosh, Chief, Active Transportation Section (ATS), FCDOT
Michael Garcia, Chief, Transportation Planning Section (TPS), FCDOT
Michael Lynskey, Planner III, PPD, DPD
Sanford Klanfer, Transportation Planner III, ATS, FCDOT
Taylor Waymire, Multimodal Transportation Planner, TPS, FCDOT

Attachment I – Planning Commission Alternative **March 18, 2026**

The Planning Commission recommends the following two amendments to the staff recommendations for PA 2025-CW-T1, as shown in the staff report dated February 18, 2026.

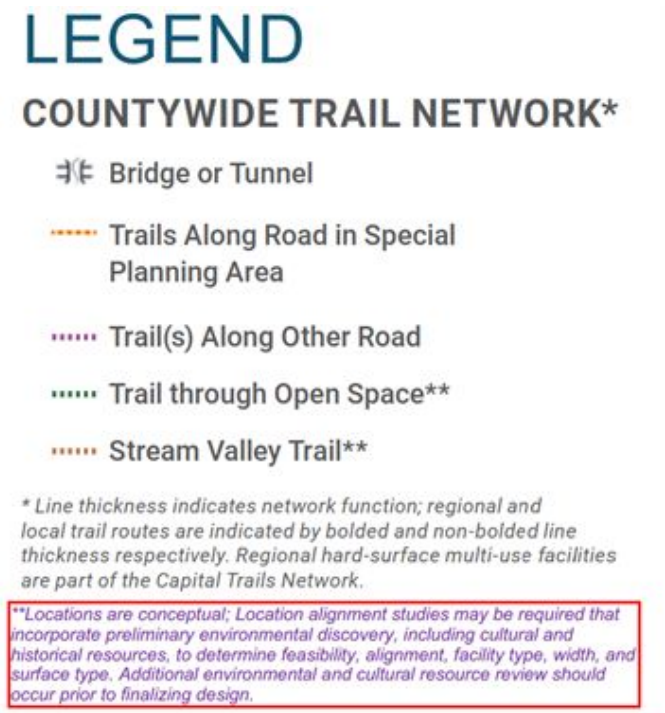
RECOMMENDATION 1:

The following map note contained on the Active Transportation and Trails Plan Map (Attachment I of the staff report) shall be replaced as shown. Text proposed to be deleted is shown with a ~~strikethrough~~ and replacement text is shown as underlined. The remainder of the map shall remain as in the staff report attachment.

Remove note: "~~**Locations are approximate; feasibility, facility type, alignment, width and surface type are to be determined~~."

Replace with note: "**Locations are conceptual: Location alignment studies may be required that incorporate preliminary environmental discovery, including cultural and historical resources to determine feasibility, alignment, facility type, width, and surface type. Additional environmental and cultural resource review should occur prior to finalizing design."

Map change would be shown on the map in the location as depicted below with the red box.



RECOMMENDATION 2:

The staff recommendations propose replacement of Appendix 3 of the Transportation Element of the Policy Plan, as shown in Attachment II of the staff report. The following additional modifications shall be included in staff's recommended text for Appendix 3. Text proposed to be deleted is shown with a ~~strikethrough~~ and replacement text is shown as underlined. The remainder of Attachment II of the staff report shall remain as recommended by staff.

"**APPENDIX 3**

ACTIVE TRANSPORTATION AND TRAILS PLAN

Active transportation includes mostly non-motorized travel including walking, biking, hiking, and riding a scooter or horse for transportation or recreational purposes. The Active Transportation and Trails Plan (ATTP) was developed to guide the planning, development, and implementation of an integrated active transportation system with the following vision:

> *Fairfax County streets, sidewalks, bikeways and trails are welcome places where people of diverse races, cultures, incomes, ages and abilities feel comfortable using active transportation to safely and conveniently access the widest range of destinations and to exercise, relax, or spend time outdoors.*

To advance this vision, the ATTP establishes a comprehensive framework for creating an active transportation and trail network supported by coordinated services, facilities, and amenities. The plan promotes an active transportation system that provides affordable, healthy, and sustainable mobility and recreational opportunities for people of all ages and abilities. The plan should be responsive to current and future community needs, balancing effectiveness and cost efficiency while accommodating community preferences, avoiding and/or mitigating environmental impacts, and engineering and environmental constraints. This collective approach supports an active transportation system that serves residents and visitors alike, strengthens environmental stewardship, and moves Fairfax County toward a more equitable and resilient future.

Achieving the vision will require facility improvements, network expansion, and the provision of amenities and services along with educational and encouragement programs that focus on increasing active transportation safety, comfort and convenience, and use of existing facilities.

Active Transportation and Trails Plan Map and Recommended Facilities

The Active Transportation and Trails Plan (ATTP) Map indicates the approximate planned location and type of designated active transportation and trail routes. Final location and specifications of active transportation facilities may be subject to completion of area plans or further studies. Primary planned facilities are color-coded based on location (e.g., Trail through Open Space, Trails Along Other Road). Regional routes are indicated by bold lines and consist of trails and/or bikeways that connect destination hubs with each other and to surrounding jurisdictions. Local routes are indicated by non-bold lines and connect neighborhoods to local destinations. Locations of Trail through Open Space and Stream Valley Trail are conceptual and location alignment studies may be required that incorporate preliminary environmental discovery,

including cultural and historical resources, to determine feasibility, alignment, facility type, width, and surface type. Additional environmental and cultural resource review should occur prior to finalizing design. The development of any facilities on land that is owned and maintained by the Fairfax County Park Authority, Northern Virginia Regional Park Authority, or National Park Service will follow the individual organization's decision-making and established park planning processes.

The ATTP Map Notes and facility selection Tables included on the ATTP Map provide guidance on how to select active transportation facilities for routes that parallel a roadway based on several context factors, grouped into either **Roadway Context** or **Land Use Context**.

Roadway Context Factors
Various roadway contexts may require different active transportation design specifications to achieve comfortable and convenient active mobility options for all users.

Three (3) key **Roadway Context Factors** are considered in the ATTP Map Tables:

(1) **Posted Speed Limit** provides information on speed limits that are posted on state-maintained roadways in Virginia. Speed limits exist for all roads; field verification may be needed to determine speed limit. The default limit is 55 mph on rural highways, 25 mph in business or residential areas, and 35 mph on unpaved roads.

(2) **Planned Number of Travel Lanes** are noted in the Fairfax County Comprehensive Plan Transportation Plan Map.

(3) **Average Daily Traffic Volume (AADT)** provides the most current estimate and/or approximate volume for all roads..

Land Use Context Factors
Land use character and the intensity of development also impact how Fairfax County residents and visitors travel, the frequency and total number of trips made, and the number and type of users that will benefit from safe and convenient multi-modal transportation options. The design and function of the transportation system for all types of users, in turn, affects the character and identity of a neighborhood, corridor, or activity center.

The Comprehensive Plan's Concept for Future Development Map depicts the desired future character for each area of the county based on eight land classification categories. The Tables on the Active Transportation and Trails Plan Map group the land use classification categories into four **Land Use Context Factors**, based on planned land use character and intensity:

(1) Low Density Residential areas,

(2) Suburban Neighborhoods

(3) Suburban Centers, Community Business Centers, Industrial Areas, Large Institutional Areas

(4) Urban Center, Transit Station Areas

The basemap of the *Active Transportation and Trail Plan Map* reflects the above land use tiers for easy reference. More information on land use policies and regulations can be found at the Fairfax County Department of Planning and Development website.

The ATTP Map Notes and Tables determine primary and alternative planned active transportation facility types, as well as minimum crossing recommendations for trails along road in special planning areas, trails along other roads, and neighborhood connectors. *Table 1: Main Active Transportation Facility Recommendations* specifies the primary facilities for the Countywide Trail Network and/or Neighborhood Connectors. *Table 2: Alternative Active Transportation Facility Recommendations* provides alternative and interim facility options that may be considered. Any recommended interim facility is intended to increase active transportation mobility and safety prior to funding availability. *Table 3: Minimum Crossing Recommendations* provides recommendations on where crosswalks should be marked. The recommendations in Tables 1-3 are contextual and vary with land use, expected traffic volumes, speed limit, number of lanes and whether the facility is located at street or sidewalk level. Tables 1-2 differentiate between primary and secondary facilities to aid prioritization at implementation. Tables 1-3 do not include main or alternative facility recommendations for trails through open space or stream valley trails. Location alignment studies that include preliminary environmental, cultural and historical resource discovery may consider facility options listed in Map Note 2.

The following facility types are designated on the ATTP Map:

Dual Trail consists of two parallel paths, typically Paved Multi-Use Trail (PMUT) and a separate Paved Pedestrian Trail (PPT), designed to increase comfort in areas with high activity levels by separating active transportation users traveling at different speeds.

Enhanced Sidewalk (ESW) is a widened concrete or brick paver pedestrian facility that incorporates comfort amenities, landscaping and formal streetscaping.

Paved Multi-Use Trail (PMUT) is an asphalt shared use path separated from vehicles, designed to accommodate a variety of active transportation users.

Paved Pedestrian Trail (PPT) is an asphalt path primarily designed for pedestrian use; bicycles and faster users are accommodated separately on an adjacent or parallel facility.

Slow Street is a low speed (20 mph or less), low volume roadway designed for comfortable shared use through the provision of diversion features to maintain low vehicle volumes and/or vehicle speed management treatments, as well as active transportation amenities.

Neighborhood Greenway (NG) is a low volume residential street designed to enhance bicycle and other micromobility users' experience in the roadway, while maintaining sidewalks for pedestrians.

Pedestrian First Street is a shared public space designed to enhance the pedestrian experience; other active transportation users and vehicles can access at very slow speeds (15 mph or less). It includes placemaking elements within the roadway (e.g., chicanes, planters, branded signage, street furniture).

Urban Trail (UT) is a saw-cut concrete or paver shared use path in an urban setting designed to accommodate multiple types of active transportation users and separated from vehicles. It is supported by comfort amenities, landscaping and formal streetscaping.

The **Landscape and Amenity Panel (LAP)** is a supporting amenity that is a buffer area between a roadway and active transportation facilities that may include landscaping, trees, pedestrian lighting, benches and other features that improve aesthetics, comfort and safety.

The **Active Transportation Toolkit** is a supplemental resource with in-depth guidance, further details, and definitions to support active transportation planning efforts in Fairfax County."

Board Agenda Item
May 5, 2026

4:30p.m.

Public Hearing on, and Approval of, the Sale of 0.5 Million Gallons Per Day of Fairfax County's Unused Treatment Capacity and 2.7 Million Gallons Per Day of Conveyance Capacity at the Alexandria Renew Treatment Plant and Associated Conveyance System to the City of Falls Church

ISSUE:
The Board of Supervisors (Board) approval of an agreement to sell 0.5 million gallons per day (MGD) of Fairfax County's (County) unused wastewater treatment capacity and 2.7 MGD of conveyance capacity at the Alexandria Renew treatment plant and its associated conveyance system to the City of Falls Church (City). The additional capacity will help the City address its growing need for wastewater treatment and conveyance capacity.

RECOMMENDATION:
Staff recommend that the Board approve the Wastewater Capacity Sales Agreement with the City for the purchase of wastewater treatment and conveyance capacity at the Alexandria Renew treatment plant and associated conveyance system, and that the Board authorize the County Executive to execute the agreement in Attachment I.

TIMING:
Immediate. On March 3, 2026, the Board authorized advertisement for a public hearing to be held on May 5, 2026. The public hearing of the wastewater capacity sales agreement was advertised on April 14th and 21st, 2026.

BACKGROUND:
Alexandria Renew owns and operates a wastewater treatment plant that receives wastewater from City of Alexandria and Fairfax County. The treatment plant has a total capacity of 54 MGD. The County's allocated capacity at this plant is 32.4 MGD with current average daily flow of approximately 17 MGD.

Under the existing 1978 service agreement between the City and the County, the City's existing capacity allocations in the County's system include 4.3 MGD of conveyance and 1.0 MGD of the County's treatment capacity at Alexandria Renew treatment plant. As proposed, the City would purchase an additional 1.08 MGD of conveyance capacity and 0.5 MGD of treatment capacity from the County. Then the City would partner with

the County to enlarge the conveyance capacity of a portion of the County's conveyance system and purchase an additional 1.62 MGD of conveyance capacity when construction of the enlarged pipe is completed. Following these transactions, the City's conveyance allocation will increase from 4.3 MGD to 7.0 MGD, and treatment capacity will increase from 1.0 MGD to 1.5 MGD.

Staff projects that future flows in the County's portion of the Alexandria Renew service area will be 25 MGD at most in 2050. Our current unused capacity is 15.4 MGD (32.4 – 17 = 15.4 MGD). After the sale of 0.5 MGD, our unused capacity will be 14.9 MGD. Staff are confident that this unused capacity will be enough to serve the County's future growth in the Alexandria Renew service area. If, in the future, the County's treatment capacity needs exceed its allocation, the treatment plant capacity can be expanded to meet the County's needs. By selling the unused capacity now, the County can recover the County's cost of constructing any future capacity needs and avoids paying for the upcoming capacity upgrades at the plant that are not projected to be used by the County. The changes in allocation to the City will not materially adversely affect the efficiency of the system.

A draft of the sales agreement is provided in Attachment I.

EQUITY IMPACT:
This agreement promotes regional environmental equity by allowing the City of Falls Church, a smaller jurisdiction, to access Fairfax County's unused wastewater system capacity to meet its growing needs. It provides a cost-effective option, helping ensure that a smaller community can meet its growing needs without disproportionate financial burden. The agreement supports shared environmental benefits across jurisdictions, aligning with the County's broader equity and sustainability commitments.

FISCAL IMPACT:
The County will receive $9,557,013 in proceeds from the sale of unused treatment and conveyance capacity. The City will pay $8,258,500 for 0.5 MGD treatment capacity and $519,405 for 1.08 MGD conveyance capacity once the County and City execute a sale agreement, which would be an amendment to the 1978 service agreement.

In addition to the City's purchases described above, it will pay a share of the cost to enlarge a segment of the County's conveyance system and then purchase an additional 1.62 MGD of conveyance capacity once the project is completed. The City's share of the project is estimated to be $6,000,000, which is subject to adjustment based on actual construction costs. The City will also pay $779,108 to obtain the additional 1.62 MGD of conveyance capacity allocation.

The proceeds from the sale of this capacity will go into the County's Integrated Sewer Fund to fund future wastewater projects.

ENCLOSED DOCUMENTS:
Attachment I: Wastewater Capacity Sale and Purchase Agreement Between the Board of Supervisors of Fairfax County and The City of Falls Church, Virginia, Dated February 2, 2026.

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Codding, Deputy Director, Water Resources and Infrastructure, DPWES
William Barrack II, Director, Wastewater Planning and Monitoring Division, DPWES

ASSIGNED COUNSEL:
Marc Gori, Assistant County Attorney

WASTEWATER CAPACITY SALE AND PURCHASE AGREEMENT

between

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY

and

THE CITY OF FALLS CHURCH

AND

AMENDMENT TO THE JULY, 1978 AGREEMENT ENTITLED "SEWER SERVICE AGREEMENT BETWEEN FAIRFAX COUNTY, VIRGINIA, AND CITY OF FALLS CHURCH, VIRGINIA"

Dated ___ ___, 2026

Wastewater Capacity Sale and Purchase Agreement

and

Amendment to the July, 1978 Sewer Service Agreement

THIS AGREEMENT, made as of the _____ day of _____, 2026, by and among the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body politic and corporate, hereinafter referred to as "**Fairfax**," and the CITY OF FALLS CHURCH, VIRGINIA, a body politic and corporate, hereinafter referred to as the "**City**" (with such two Political Subdivisions being collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, a portion of Fairfax residents receive their wastewater services pursuant to an agreement with the City of Alexandria, Virginia Sanitation Authority (aka Alexandria Renew Enterprises, and referred to herein as "**ASA**"), known as the ASA Service Agreement. The ASA Service Agreement provides that Fairfax is entitled to use a prescribed portion of the ASA Delivery System and the ASA Plant for the delivery and treatment of Fairfax wastewater; and

WHEREAS, the ASA Service Agreement allocates to Fairfax 60 percent of ASA's wastewater treatment capacity (the ASA treatment capacity is also referred to under the ASA Service Agreement as the "authorized design flow capacity") and variable amounts of ASA's wastewater delivery capacity and

WHEREAS, 54.0 mgd is the treatment capacity of the ASA Plant under its Virginia Pollutant Discharge Elimination System Permit as issued by the Department of Environmental Quality of the Commonwealth of Virginia; therefore, Fairfax's allocated share of treatment capacity under the ASA Service Agreement is 32.4 mgd; and

WHEREAS, Fairfax and the City entered into a Sewer Service Agreement dated July 1, 1978 (the "**1978 Agreement**"), which provided, among other things, for the City to receive in perpetuity 1.0 mgd of Fairfax's allocated share of treatment capacity at the ASA Plant, which 1.0 mgd is to be calculated on an Annual Average Daily Flow basis; and

WHEREAS, Fairfax currently uses less than its allocated treatment capacity in the ASA Plant, and less than its implied delivery capacity that necessarily comes with that treatment capacity. Fairfax is therefore able to sell both additional treatment capacity and additional delivery capacity to the City, which the City desires to purchase; and

WHEREAS, Fairfax has the authority under the ASA Service Agreement to sell a portion of its unutilized wastewater delivery and treatment capacities to the City for its exclusive use and availability; and

WHERAS, the City has a present need for the additional delivery and treatment capacities purchased under this Agreement, and this Agreement satisfies that present need; and

WHEREAS, this Agreement does not cause the City to become a participant in the ASA Service Agreement, but enables the City's purchase of a portion of Fairfax's, reserved capacity under the ASA Service Agreement for the City's exclusive use. The City of Alexandria, Virginia Sanitation Authority is not a third-party beneficiary to this Agreement; and

WHEREAS, all obligations of Fairfax under the ASA Service Agreement will remain the sole obligations of Fairfax, including but not limited to the payment of all costs and liabilities assessed to Fairfax thereunder; and

WHEREAS, Fairfax and the City have the authority and the desire to enter into this Agreement; and

WHEREAS, the sale to the City of a portion of Fairfax's unutilized Delivery and Treatment Capacity under the ASA Service Agreement serves to promote the economic and environmental objectives of the Parties for their mutual benefit; and

WHEREAS, this Agreement for the City to purchase a portion of Fairfax's unutilized Delivery and Treatment Capacity constitutes an amendment to the 1978 Agreement; the terms of both agreements shall be effective and shall be harmonized as needed in order to give full effect to both agreements; when terms between the two agreements conflict and cannot be harmonized, the terms of this Agreement shall govern; and

Confidential

NOW, THEREFORE, in consideration of the aforementioned premises and of the mutual benefits to be derived therefrom, and of the respective undertakings, promises, and covenants of the Parties hereto as hereinafter contained, and that the above recitals are true and correct and incorporated herein by reference, the Parties hereto mutually covenant, undertake, promise, and agree as follows:

ARTICLE I

INCORPORATION, SHORT TITLE AND DEFINITIONS

SECTION 1.0: INCORPORATION OF RECITALS

The aforementioned recitals are incorporated into this Agreement as if fully set forth herein.

SECTION 1.1: SHORT TITLE.

Fairfax hereby conveys to the City legal entitlement to 2.7 mgd of the Fairfax Conveyance Capacity in the ASA Delivery System, and 0.5 mgd of the Fairfax Treatment Capacity in the ASA Plant, both of which constitute portions of the capacity allocated to Fairfax by the ASA under the ASA Service Agreement. The capacities hereby conveyed to the City are in addition to the capacities already conveyed by Fairfax to the City under the 1978 Agreement. The two agreements, together, will provide the City with a total of 1.5 mgd of wastewater treatment capacity and 7.0 mgd of wastewater conveyance capacity in the Fairfax System. As used in this agreement, "mgd" is calculated as an annual average daily flow.

SECTION 1.2: DEFINITIONS.

The terms in this Section, for all purposes of this Agreement and any amendments or other changes thereto, have the following meanings:

1. "1978 Agreement" means the agreement dated July, 1978, entitled, "Sewer Service Agreement between Fairfax County, Virginia and City of Falls Church, Virginia."

2. "2026 Acquisition Price" is equal to $8,777,905 and is the price to be paid by the City to Fairfax under this Agreement to use the capital infrastructure needed to deliver 1.08 mgd of the City's Conveyance Peak Flow and treatment of 0.5 mgd of wastewater. The 2026

Acquisition Price is the City's proportional share of the estimated fair market value of the capacity in the Fairfax Conveyance System and the Fairfax Treatment Capacity.

3. "2026 Transfer Date" means the date that the City's Total 2026 Capacity is sold and allocated to the City for its exclusive use.

4. "2027 Acquisition Price" is estimated to be $6,779,108 and is the price to be paid by the City to Fairfax under this Agreement for the use of capital infrastructure to deliver and treat the City's wastewater. The 2027 Acquisition Price is the City's proportional share of the estimated fair market value of an additional 1.62 mgd of peak flow capacity in the Fairfax Conveyance System. This price includes $779,108 for the use of the existing Fairfax Conveyance System downstream of Sisler's sub-shed, and an estimate of $6,000,000 for the City's proportional share of the cost to upsize a portion of the Fairfax Conveyance System in Tripps Run (the "Tripps Project," as defined below), which will provide an additional 1.62 mgd for City's Conveyance Peak Flow capacity. The City's share of the cost of the Tripps Project will be based on the actual cost of construction.

5. "2027 Transfer Date" means the date that the City's Total 2027 Capacity is sold and allocated to the City for its exclusive use. This date is subject to the completion of the Tripps Project.

6. "Annual Average Daily Flow" is the Average Daily Flow over the course of a year, and is calculated as a number equal to the average of (i) the Average Daily Flow calculation for the current month, and (ii) the Average Daily Flow calculations for the preceding 11 months. The Annual Average Daily Flow is expressed in "millions of gallons per day," or "mgd."

7. "ASA Costs" means all of Fairfax's costs associated with (i) operating, maintaining, replacing, and upgrading the ASA System and includes all costs of operation, maintenance, and replacement, including indirect costs of administration and overhead; (ii) deposits to funds required by the ASA Service Agreement for capital renewals, replacements and improvements and any other specific funding requirements; (iii) payment of any direct

billed capital improvements made to the ASA System allocable to Fairfax; (iv) payment of Fairfax's proportional share of any debt service or loan service payments to ASA for capital improvements financed by ASA on behalf of Fairfax; and (v) any other expenditures that are the responsibility for payment by Fairfax, all as determined by ASA and billed to Fairfax.

8. "ASA Delivery System" means the regional delivery system of sewer trunk lines and interceptor sewer lines now existing or to be expanded, constructed, or modified that are now or will be owned, operated, and managed by ASA for the transmission of wastewater from the respective Participant's sewer sheds or service areas to the ASA Plant including, but not limited to, power supplies, pumping facilities, force mains, flow metering and measuring devices, storage facilities, and other related utility plant elements that are necessary to convey wastewater. Such facilities are in addition to the facilities that comprise the ASA Plant.

9. "ASA Operating Expense Charge" means the City's share of Fairfax's actual operational cost incurred as invoiced to Fairfax by ASA, and is calculated by multiplying the operational cost invoiced to Fairfax by the percentage of the City's wastewater flow, as metered or calculated, of the total wastewater flow delivered to the ASA Points of Delivery by Fairfax during each month of the Fiscal Year.

10. "ASA Plant" means ASA's regional wastewater treatment facility (also known as a water reclamation facility), now existing, or as it may be expanded, constructed, re-rated, or modified, that is owned, operated, or managed by ASA, including administration buildings, plant offices, laboratory buildings, retention and ballast basins, power supplies, storage facilities, and necessary appurtenances and equipment, for the treatment of wastewater and the utilization or disposal of residuals and by-products in conformance with the requirements of DEQ and policies of the ASA Board of Directors.

11. "ASA Points of Delivery" means the connection points at which Fairfax's wastewater drains into the ASA Delivery System for the delivery of wastewater to the ASA Plant for treatment and disposal.

12. "ASA Service Agreement" means the Amended and Restated Service Agreement dated October 1, 1998, as may be amended, restated, or modified from time to time, which, among other things, contractually obligates ASA to provide wastewater delivery and treatment capacity and service to Fairfax. A copy of the version of the ASA Service Agreement in effect as of the date of this Agreement is included in Attachment A to this Agreement.

13. "ASA System" means the combination of the ASA Plant and the ASA Delivery System.

14. "Average Daily Flow" is a number equal to the amount of wastewater flow measured over the course of a day, averaged across the number of days in a given month.

15. "City('s) 2026 Conveyance Capacity" means the additional 1.08 mgd capacity in the Fairfax Conveyance System purchased by the City pursuant to this Agreement, for the City's exclusive use to transmit wastewater from the City through the Fairfax Conveyance System to the ASA Plant.

16. "City('s) 2026 Treatment Capacity" means the amount of Fairfax Treatment Capacity purchased by and allocated to the City for its exclusive use pursuant to this Agreement, which must not exceed an Annual Average Daily Flow of 0.5 mgd, nor a Maximum Total Daily Volume of 1.0 million gallons, and is exclusive of the City's Current Treatment Capacity.

17. "City('s) Conveyance Capacity Percentage" means the percentage of Fairfax's conveyance capacity allocated to the City, and is obtained by dividing the City Conveyance Capacity by the Fairfax Conveyance Capacity.

18. "City's Conveyance Peak Flow" means the actual flow rate of the City's wastewater through the Fairfax Conveyance System, as measured every 15 minutes at each City Point of Delivery. The City's "conveyance peak flow" will be determined by averaging the most recent 15-minute flow rate measurement with the three immediately preceding 15-minute measurements. This averaging method represents a *rolling hourly average* flow rate,

expressed in million gallons per day (mgd), and is used for determining compliance with the City's Conveyance Peak Flow Capacity. "City's Conveyance Peak Flow Capacity" means the Conveyance Peak Flow Capacity that is purchased by the City for its use under this Agreement.

19. "Conveyance Peak Flow Capacity" means the maximum rolling hourly average flow rate, expressed in mgd derived from 15-minute flow measurements.

20. "City('s) Current Conveyance Capacity" means the portion of Fairfax's Conveyance Capacity in the ASA Delivery System that was allocated to the City for its exclusive use pursuant to the 1978 Agreement, which portion is equal to 4.30 mgd.

21. "City('s) Current Treatment Capacity" means the portion of Fairfax's Treatment Capacity at the ASA Plant that was allocated to the City for its exclusive use under the 1978 Agreement, which portion is equal to 1.0 mgd, expressed on an Annual Average Daily Flow.

22. "City('s) Disposal Area" means the geographical area of the City from which wastewater drains into the Fairfax Conveyance System, as delineated and identified on Attachment B.

23. "City Points of Delivery" means the connection points at which the City's wastewater drains into the Fairfax Conveyance System for transmission to the ASA Plant for treatment and disposal.

24. "City('s) Total 2026 Capacity" means the combination of the City's 2026 Treatment Capacity and the City's 2026 Conveyance Capacity.

25. "City('s) Total Conveyance Capacity" means the total volume of conveyance capacity in the Fairfax Conveyance System purchased by and allocated to the City for its exclusive use. The City's Total Conveyance Capacity is equal to the sum of: (i) the City's Current Conveyance Capacity (equal to 4.30 mgd maximum peak flow), (ii) the City's 2026 Conveyance Capacity (equal to 1.08 mgd maximum peak flow), and (iii) the City's 2027 Conveyance capacity (equal to 1.62 mgd maximum peak flow) for a Total Conveyance

Capacity equal to 7.0 mgd maximum peak flow.

26. "City('s) Total Treatment Capacity" means the total amount of Fairfax Treatment Capacity purchased by and allocated for the City's exclusive use and represents the sum of (i) the City's Current Treatment Capacity of 1.0 mgd, and (ii) the City's 2026 Treatment Capacity of 0.5 mgd, which together equal 1.50 mgd. The City's Total Treatment Capacity of 1.5 mgd reflects the Annual Average Daily Flow that will be treated by Fairfax.

27. "City('s) Treatment Capacity Percentage" means the percentage obtained by dividing the City Treatment Capacity of 1.50 mgd by the Fairfax Treatment Capacity at the ASA Plant of 32.4 mgd, which quotient equals 4.63 percent, and may be amended if the Fairfax Treatment Capacity changes.

28. "Conveyance" as used in this Agreement is interchangeable with "delivery."

29. "Conveyance System Expenditure Charge" as used in this agreement is the cost billed to the City for the operation, maintenance, and examination of the Fairfax Conveyance System and ASA delivery System, and testing of the accuracy of the sewage meters and associated repair and maintenance cost of the meters.

30. "Delivery" as used in this Agreement is interchangeable with "conveyance."

31. "DEQ" means the Virginia Department of Environmental Quality or the State Water Control Board or any other agency or agencies of the Commonwealth of Virginia or the United States that may succeed to their duties.

32. "Fairfax('s) Conveyance Capacity" means the total capacity in the Fairfax Conveyance System; it does not include Fairfax's Conveyance Capacity in the ASA Delivery System.

33. "Fairfax('s) Conveyance System" means the wastewater conveyance facilities owned and operated by Fairfax that convey wastewater from the City Points of Delivery to the ASA Points of Delivery. The City Points of Delivery and the ASA Points of Delivery are delineated on Attachment B.

34. "Fairfax('s) Disposal Area" means that geographic area served by the Fairfax sewerage system that then drains into the City's sewerage system. The Fairfax Disposal Area is delineated and identified on Attachment B.

35. "Fairfax System" means the combination of the (i) Fairfax Treatment Capacity and (ii) the Fairfax Conveyance System.

36. "Fairfax('s) Treatment Capacity" means (i) Fairfax's capacity in the ASA Plant, which is currently equal to 32.4 mgd, or sixty percent (60%) of the total capacity of the ASA Plant (currently 54.0 mgd), plus (ii) Fairfax's implied capacity in the ASA Delivery System necessary to deliver wastewater from the ASA Point of Delivery to the ASA Plant.

37. "Fiscal Year" means the twelve consecutive months beginning July 1st and ending June 30th.

38. "Force Majeure" includes, but is not limited to, acts of God, weather, strikes, lockouts, or other industrial disturbances, acts of any public enemy, wars, blockades, riots, acts of armed forces, epidemics and pandemics, delays by carriers, inability to obtain materials or rights-of-way on reasonable terms, acts or failures to act by public authorities not under the control of any party to this Agreement, or acts or failures to act by regulatory authorities.

39. "Maximum Total Daily Volume" means the maximum volume of wastewater that is allowed to be conveyed from the City to the Fairfax System over the course of 24 hours of any given calendar day. Under this Agreement, the Maximum Total Daily Volume is 3.0 million gallons.

40. "Meters", "metering", or "metered" means or refers to any device for measuring the flow of wastewater delivered to the ASA System by the Participants.

41. "mgd" stands for *million gallons per day*. "MGD" is a ratio that is used to denote the Annual Average Daily Flow.

42. "New Connection" means the installation of a new sewer lateral from a property to a sewer main, when the subject property did not previously have a sewer lateral connecting to the sewer main, or the enlargement of an existing sewer lateral due to a change in use of the property, which use is anticipated to generate a greater volume of wastewater.

43. "Participants" means Fairfax and the City of Alexandria, Virginia Sanitation Authority, who are parties to the ASA Service Agreement.

44. "Sewage Unit" means a source of wastewater flow that is not metered from a structure or structures that flow from the City Disposal Area into the Fairfax Conveyance System or from a structure or structures in Fairfax that flow into the City sewage collection system ("Unmetered Flow" is the wastewater flow from a Sewage Unit).

45. "Sewer" and "Sewage" are used in this Agreement interchangeably with "wastewater."

46. "Total Acquisition Price" means the combination of the 2026 Acquisition Price ($8,777,905), and the 2027 Acquisition Price (estimated to be $6,779,108), which will be determined based on the actual cost of construction when the Tripps Project is completed.

47. "Total Conveyance Peak Flow" is the coincident sum of the Conveyance Peak Flow measurements at each of the three City Points of Delivery.

48. "Tripps Project" means the County project to upsize the Fairfax Conveyance System downstream of the Sisler's sub-shed, which will be constructed by Fairfax and funded by both Parties, with the City's share of cost being based on the acquisition of 7 mgd in that conveyance system improvement.

49. "Tripps Run Sewer Relocation Project Contribution Estimate" means the City's pro rata share of the cost of increasing the Fairfax Conveyance Capacity in Tripps Run (the Tripps Project) to achieve the City's Total Conveyance Capacity of 7 mgd of City's Conveyance Peak Flow capacity in that section of the Fairfax Conveyance System.

50. "Unmetered Flow" is the wastewater flow from a Sewage Unit.

51. "12-Month Rolling Period" means a flexible timeframe of 12 consecutive months that is continuously updated. This means that as each month passes, the period shifts forward, always encompassing the most recent 12 months.

52. "Wastewater" is used interchangeably in this Agreement with "sewer."

ARTICLE II

SALE OF CAPACITY

SECTION 2.1: 2026 and 2027 CAPACITY TRANSFERs.

Fairfax agrees to sell, and the City agrees to purchase, 0.50 mgd of Fairfax's Treatment Capacity in the ASA Plant, and 2.7 mgd of Fairfax's Conveyance System Capacity in the ASA Delivery System. Fairfax shall reserve these purchased entitlements for the City's sole and exclusive use.

The City's Total 2026 Capacity will be available to the City on the 2026 Transfer Date and is in addition to the City's Current Capacity. The City's Total 2026 Capacity is perpetual unless the Parties agree to amend this Agreement. The City's Total 2027 Capacity will be available to the City on the 2027 Transfer Date. The City's Total 2027 Capacity is perpetual unless the Parties agree to amend this Agreement. The Parties affirm that this Agreement does not assign or transfer Fairfax's rights, obligations, or liabilities under the ASA Service Agreement to the City and does not alter Fairfax's obligations under the ASA Service Agreement. Fairfax retains sole responsibility for the payment of the ASA Costs as billed, and the City is a wholesale wastewater customer of Fairfax only.

SECTION 2.2: ACQUISITION PRICE OF 2026 and 2027 CAPACITIES

The acquisition price of the City's 2026 Capacity is $8,777,905 (the 2026 Acquisition Price), which is based on the City's proportional share of the estimated fair market value of the capacity in the Fairfax Conveyance System and the Fairfax Treatment Capacity in the ASA System. The breakdown of the 2026 Acquisition Price is summarized below. Payment of the 2026 Acquisition Price is due from the City within 30 days after the execution of this Agreement.

Table 1: 2026 Acquisition Price	
ASA System Capital Cost per 0.5 mgd	$8,258,500
Fairfax Conveyance System – Capital Cost per 1.08 mgd	$519,405
Total 2026 Acquisition Price	$8,777,905

Payment of the 2027 Acquisition Price is due from the City within 90 days after Fairfax provides to the City an accounting of the final cost of the upsizing the Fairfax Conveyance System in Tripps Run and the City's share of the project.

Table 1A: 2027 Acquisition Price	
Tripps Run Sewer Relocation Project Contribution Estimate	$6,000,000
Fairfax Conveyance System – Capital Cost per 1.62 mgd	$779,108
Total 2027 Acquisition Price	$6,779,108

SECTION 2.3: NOTIFICATION OF INTENT TO PURCHASE AND TRANSFER OF CAPACITY; PERFORMANCE.

Execution of this Agreement will create a binding contract between the parties. The City is not entitled to the 2026 Capacity until Fairfax receives payment of the 2026 Acquisition Price from the City.

ARTICLE III

CAPACITY PURCHASED BY THE CITY

SECTION 3.1: FAIRFAX RESPONSIBILITIES.

Once the City remits payment of the 2026 Acquisition Price to Fairfax, Fairfax will fulfill all of its obligations under this Agreement, including:

(1) Fairfax will receive all wastewater from the City Disposal Area at the City Points of Delivery in such capacities as provided in this Agreement.

(2) Fairfax will convey, treat, and dispose of the wastewater collected at the City Points of Delivery in the Fairfax System, in the same manner and to the same extent or degree as provided for all other wastewater entering the Fairfax System.

(3) Fairfax will provide, and reserve unto the City, permanent capacity for conveyance and treatment of wastewater in the Fairfax System from the City Disposal Area in such capacities as provided in this Agreement.

SECTION 3.2: CITY RESPONSIBILITIES.

Section 3.2.1 – Treatment Capacity Limitations:

(a) If the City's Annual Average Daily Flow at the City Points of Delivery equals or exceeds 95% of the City's Total Treatment Capacity for six consecutive months, then the City must submit a plan to Fairfax, as approved by the City Manager, to either (a) purchase additional treatment capacity from Fairfax, if additional capacity is available for purchase, or (b) propose a plan outlining how the City will prevent its wastewater flows from exceeding the City's Total Treatment Capacity.

(b) If the City's Annual Average Daily Flow at the City Points of Delivery exceeds the City's Total Treatment Capacity for six consecutive months, then the City must stop New Connections within the City's Disposal Area until such time as (1) flows are reduced to within the limits of the City's Total Treatment Capacity for a period of 6 consecutive months; or (2) the City acquires additional treatment capacity from Fairfax, if additional capacity is available for purchase.

(c) If the City exceeds the Maximum Total Daily Volume (3.0 million gallons) three times in any 12-month rolling period, then the City will stop any New Connections to the City sewer system that drain to the City Points of Delivery until the City acquires additional treatment capacity for any new sewer connections in the City Disposal Area.

Section 3.2.2 Conveyance Capacity Limitations:

(a) If at any time after payment of the 2027 Acquisition Price, the City's Conveyance Peak Flow at any one of the City's Points of Delivery exceeds 95% of the assigned allocation

(as shown in Table 3) two times in any rolling 6-month period, then, within 12 months of the second occurrence, the City will: (i) complete a sewer inflow study for the affected sewer sub-shed; (ii) provide the study results to Fairfax; and (iii) develop and submit to Fairfax a plan that outlines how compliance with the peak flow limit for the affected sewer sub-shed will be maintained.

(b) If at any time after payment of the 2027 Acquisition Price, the City's peak flow at any one of the City's Points of Delivery, or the City's Total Conveyance Peak Flow, exceeds the Conveyance Peak Flow Capacity shown in the last column of Table 3 three times in any 12-month rolling period, the City will: (i) submit a plan to Fairfax within 6 months describing how the City will achieve compliance with the Conveyance Peak Flow Capacity assigned to the affected Point of Delivery; and (ii) stop any New Connections in the sub-shed(s) responsible for the exceedances until Fairfax has approved the City's plan, and the City has implemented that plan.

(c) If, after the measures described in (a) and (b) above have been taken by the City, the City continues to exceed the Conveyance Peak Flow Limit at any of the City's Points of Delivery, then Fairfax may at its discretion install a weir at the City's Point of Delivery exceeding its Conveyance Peak Flow Limit, as necessary to enforce the Conveyance Peak Flow Limits of this agreement.

(d) If the City and Fairfax agree it is in their mutual best interests to increase conveyance capacity in the Fairfax system downstream of the Cedar Lane sub-shed, the City and Fairfax will proportionally, based on peak flow allocation, share the cost of a project to increase the capacity of the downstream conveyance system to meet each Party's capacity requirements.

(e) If there are documented sewer overflow or sewage backups in Fairfax caused by the City exceeding its Conveyance Peak Flow Capacity under this Agreement, the City will be responsible for its proportionate share of any penalties assessed against Fairfax by DEQ and any other damages paid by Fairfax.

(f) Peak flow allocations at each of the City's Points of Delivery will be determined by calculating a rolling hourly average peak flow at each point of entry at 15-minute intervals.

SECTION 3.3: CITY TREATMENT CAPACITY.

(a) Purchased Treatment Capacity. On the 2026 Transfer Date, Fairfax will provide to the City, and the City will be entitled to use, the City's Total Treatment Capacity (equal to 1.50 mgd, expressed as an Annual Average Daily Flow) and the City Treatment Capacity Percentage (4.63% of Fairfax Treatment Capacity), as calculated below in Table 2:

Table 2: City Treatment Capacity and Percentage

	Amount
Current Treatment Capacity (mgd)	1.0
2026 **Treatment Capacity (mgd)**	0.5
City Treatment Capacity at 2026 Transfer Date (mgd)	1.50
Total Fairfax Treatment Capacity in ASA Plant (mgd)	32.400
Purchased Treatment Capacity Percentage	4.63%

(b) Additional Future Capacity. Fairfax will permit the City to purchase additional capacity in the Fairfax System if capacity is available as determined by Fairfax, or the City may contribute to future projects to increase conveyance and treatment capacities on a prorated cost basis when such additional capacity is for the joint use of the Parties. The City may fund the total cost of any project that increases conveyance capacity that is for the City's exclusive use. This Agreement does not limit the City's right to obtain from other sources, or to create for itself, capacity for the conveyance or treatment of its wastewater, nor does it obligate the City to use the capacities purchased under this Agreement.

(c) If the Fairfax Treatment Capacity in the ASA Plant is reduced by ASA, then the City Treatment Capacity will be reduced proportionately.

(d) Notice. Fairfax is obligated to provide the City with notice of any threatened reduction in Fairfax's Treatment Capacity promptly after Fairfax itself is notified, and to notify the City of the date upon which any reduction will take effect as soon as that information is known to Fairfax.

(e) Voluntary Reductions. If Fairfax voluntarily reduces its treatment capacity at the ASA Plant, or sells a portion of its treatment capacity to another entity, the City's capacity will remain unchanged.

SECTION 3.4: CITY CONVEYANCE PEAK FLOW CAPACITY.

On the 2026 Transfer Date, the City's Conveyance Peak Flow Capacity will equal 5.38 mgd, expressed on a Peak Flow Capacity basis. Further, the City cannot, in any given hour, exceed either

(i) the Conveyance Peak Flow Capacity at any of the individual City Points of Delivery, as specified in the Table 3, column "2026 Conveyance Peak Flow Capacity", or (ii) the Total Conveyance Peak Flow Capacity of 5.38 mgd for all City Points of Delivery taken together; provided that calculations of the City's Conveyance Peak Flow Capacity will be performed consistent with the definition for that term set forth in this Agreement.

TABLE 3: City Allocated Capacity by Point of Delivery – Fairfax Conveyance System				
Current Meter ID Number and Meter Location / City Points of Delivery	**City Disposal Area Reference**	**Average Daily Treatment Capacity (mgd)**	**2026 Conveyance Peak Flow Capacity (mgd)**	**2027 Conveyance Peak Flow Capacity (mgd)**
I1801 – Cedar Lane	**M-A**	**0.07**	**0.50**	**0.50**
I1802 – Tinners Hill	**M-B**	**0.17**	**0.54**	**0.54**
I1803 – Sislers	**M-C**	**1.26**	**4.34**	**5.96**
Total		**1.50**	**5.38**	**7.00**

Upon payment of the 2027 Acquisition Price, the City's Conveyance Peak Flow capacity will equal 7.00 mgd. Further, the City cannot, in any given hour, exceed either (i) the Conveyance Peak Flow capacity at any of the individual City Points of Delivery, as specified in the Table 3, column "2027 Conveyance Peak Flow Capacity," or (ii) the Total Conveyance Peak Flow Capacity of 7.00 million gallons for all City Points of Delivery taken together; provided however that calculations of City's Conveyance Peak Flow capacity will be performed consistent with the definition for that term set forth in this Agreement.

ARTICLE IV

CHARGES FOR SERVICE

SECTION 4.1: TOTAL COST.

(a) The term "Total Cost" as used in this Section means the total amount of cost to be incurred by Fairfax and the City for the construction or improvement of jointly used sewerage facilities, including the cost of construction and equipment of all or any part of the sewerage system jointly used by the Parties, and the costs of acquiring any property rights, easements, privileges, agreements, and franchises necessary or useful and convenient, as determined by the constructing party. The Total Cost includes interest, premiums, or discounts on bonds, cost of issuance of bonds, engineering and inspection costs, permitting and other regulatory expenses, legal expenses, cost of financial, professional, and other estimates, and advice, contingencies, and all such other expenses as may be necessary or incidental to the financing, construction, equipment, and completion of the sewage system jointly used, and placing the same in operation except as hereinafter stated.

(b) Any Federal, State, or local grants, and any dedication or payment by developers or others received by Fairfax or the City for construction or improvement of any portion of the sewerage system jointly used will be deducted from the Total Cost attributable to the portion of the system to which such grants, dedications, or payments apply. The remaining Total Cost, after deductions are made, will be used to determine each Party's proportional share of the Total Cost for the construction or improvement of a jointly used sewage facility.

SECTION 4.2: CHARGES FOR SERVICE AND CAPITAL REIMBURSEMENT.

Beginning on the 2026 Transfer Date, the City will be responsible for all expenses and liabilities incurred by Fairfax that are allocable to the City's 2026 Treatment Capacity and the City's 2026 Conveyance Capacity. The rates and charges billed to the City will include the total sum of the following components:

(1) ASA Operating Expense Charge – This charge is the City's allocation of Fairfax's share of the billed Operating Expenses directly or indirectly attributable to the ownership or operation of the Joint Use Facilities and payable as operating expenses under generally-accepted accounting principles, all as defined in the ASA Service Agreement. The City's share of this charge is the percentage of the City's actual wastewater flow of the total wastewater flow delivered to the ASA Point of Delivery by Fairfax during each month of the Fiscal Year, as metered at the City's Points of Delivery.

(2) Joint Use Facilities Account Charge (also referred to as the Joint Improvement, Repair and Replacement Fund By ASA) – This charge is the City's allocation of the Fairfax share of all payments to the Joint Use Facilities Account, as defined in the ASA Service Agreement. The City's allocation of costs is calculated using the City's Treatment Capacity Percentage which, on the Transfer Date is 4.63%. The Joint Facilities Use Account is held and managed by ASA to fund ongoing renewals and replacements of Joint Use Facilities and is not included as a Cost of Improvements as referenced below. To the extent that ASA distributes any funds held in the Joint Use Facilities Account to Fairfax as provided in the ASA Service Agreement, the City will be paid for its pro rata share of such distributed funds equal to the total distributed funds received by Fairfax multiplied by the City's Treatment Capacity Percentage.

(3) ASA Joint Use Facilities Debt Service Charge – This charge is the City's allocation of the Fairfax share of all debt service charges for Bonds issued by ASA, if any, to finance the Total Cost of the i) Cost of Improvements on Joint Use Facilities incurred by the Participants in connection with the acquisition, construction, improvement, renovation and equipping thereof; ii) purchase of lands, properties, rights, easements, franchises and permits; iii) cost of all machinery and equipment; and iv) other costs that are required to be capitalized or which ASA elects to capitalize to the ASA System that are considered as a Joint Use Facility and allocable to Fairfax, all as defined in the ASA Service Agreement. The City's allocation of the funding of the payment of the allocated Bonds debt service payments is calculated using the City's Treatment Capacity Percentage.

(4) ASA Joint Use Facilities Capital Improvement Charge – This charge is the City's allocation of Fairfax's share of the Total Cost of the ASA capital improvements to Joint Use Facilities that are funded directly by Fairfax from its own available funds or through the issuance of debt by Fairfax and not directly funded by ASA or by the use of funds on deposit in the Joint Use Facilities Account, all as defined in the ASA Service Agreement. The City's share of the Total Cost will be based on the Cost of Improvements made by ASA as invoiced by ASA to Fairfax. The City's allocation of the Total Cost of the Fairfax funded portion of ASA Cost of Improvements is based on the City's Treatment Capacity Percentage. If the Cost of Improvements is debt-financed by Fairfax, the City may prepay all or a portion of its allocated cost of such improvements. If the City prepays its share of the Cost of Improvements, then it will not be responsible for any financing charges attributable to those improvements.

(5) Fairfax Conveyance System Expenditure Charge – This charge is the operating expense, including renewals and replacements, debt service charges, and other directly assignable costs associated with the operation, maintenance, and replacement of, and capital improvements to, the Fairfax Conveyance System. The City's share of Fairfax's operation and maintenance expenditures on the Fairfax Conveyance System will be a function of actual City flows; the City's share of Fairfax's expenditures on replacements of, and capital improvements to, the Fairfax Conveyance System, will be a function of the City's Conveyance Capacity Percentage.

If the Fairfax Treatment Capacity is modified by an amendment to the ASA Service Agreement, Fairfax will notify the City as soon as practicable of such change, and will proportionately adjust the City's Conveyance Capacity or the City's Treatment Capacity, or both, as appropriate, which will affect charges allocable to the City.

ARTICLE V

PAYMENTS

SECTION 5.1: PAYMENT OF ACQUISITION PRICE.

The City must make a payment of $8,777,905 (the 2026 Acquisition Price) within 30 days after execution of this Agreement. The City is not entitled to the 2026 Capacity until Fairfax receives payment of the 2026 Acquisition Price, and Fairfax may by written notice terminate this Agreement at any time after the deadline if payment has not been made, effective immediately upon the date the City receives notice.

To receive the 2027 Capacity, which adds 1.62 million gallons to City's Conveyance Peak Flow capacity to the City's 2026 Conveyance Capacity, the City must make an additional payment estimated to be $6,779,108 (the 2027 Acquisition Price). The final amount for the 2027 Acquisition Price will be provided to the City after completion of the Tripp's Project, as specified in Section 2.2. Payment of the 2027 Acquisition Price by the City must be completed within 90 days of when the final amount is communicated by the County.

SECTION 5.2: PAYMENTS FOR SERVICE.

Fairfax will bill the City monthly for the operation and maintenance charges and quarterly for all other charges to be paid by the City as described in Article IV and as follows:

(a) Payment of ASA Operating Expense Charge: The City must pay its share of the actual operating cost invoiced to Fairfax by ASA as follows:

(1) The City's share of the actual operational cost incurred by Fairfax and invoiced to Fairfax by ASA, is calculated by multiplying the operational cost invoiced to Fairfax by the percentage of the City's wastewater flow, as metered or calculated, of the total wastewater flow delivered to the ASA Points of Delivery by Fairfax during each month of the Fiscal Year.

(2) If the invoiced cost to Fairfax by ASA is based on the ASA budget for the respective Fiscal Year (in terms of expenses and / or sewer volume), the invoiced cost is considered an estimated cost.

(3) If the invoiced cost to Fairfax is estimated as specified in Section 5.2(a)(2) above, Fairfax will reconcile the estimated cost with the actual cost as follows: upon receipt of the actual costs and related wastewater volume being treated at the ASA Plant by all Participants, Fairfax will determine the actual total Operating Expense Charges allocated to and the actual respective quantity of sewage delivered from Fairfax to the ASA Plant during such period. Fairfax will then issue a statement to the City showing the actual total amount of charge due and payable by the City for the services rendered to it during such Fiscal Year and the amount previously paid by the City. If the amount due and payable by the City exceeds the actual amount paid by the City, the City must pay Fairfax the difference in full on or before the 10th day of the month following the month in which the statement was issued. If the amount paid by the City exceeds the City's actual share of the costs, then Fairfax will give the City a credit for the overpaid amount on the next successive monthly bills to the City until the credit for the return of the overpayment is returned to the City in full (estimated to actual costs are referred to as the "cost reconciliation").

(b) Payment of the Joint Use Facility Charge, Joint Use Facility Debt Service Charge, Joint Use Facility Capital Improvement Charge, and Fairfax Conveyance System Expenditure Charge: The City must pay Fairfax for its share of the actual amounts of these charges invoiced by ASA to Fairfax as follows:

(1) The City's cost is equal to the actual cost incurred by Fairfax as invoiced by ASA for providing such services multiplied by the City's Treatment Capacity Percentage.

(2) If the invoiced cost to Fairfax by ASA is based on the ASA budget for the respective Fiscal Year (in terms of the total deposit required to the respective fund as determined by ASA), the invoiced cost is considered an estimated cost.

(3) If the cost is estimated as specified in Section 5.2(b)(2), Fairfax will reconcile the estimated cost with the actual cost as follows: upon receipt of the actual costs to Fairfax from ASA, Fairfax will determine the actual total of the Joint Use Facility Charge, Joint Use Facility Debt Service Charge, Joint Use Facility Capital Improvement Charge, and Fairfax Conveyance System Expenditure Charge allocated to Fairfax during such

period. Fairfax will then issue a statement to the City showing the actual total amount of charge due and payable by the City for each specified charges during the applicable Fiscal Year and the amount previously paid by the City. If the amount due and payable by the City exceeds the actual amount paid by the City, the City must pay Fairfax the difference on or before the 10th day of the month following the month in which the statement was issued. If the amount paid by the City exceeds the City's actual share of the costs, then Fairfax will give the City a credit for the overpaid amount on the next successive monthly bills to the City until the credit for the return of the overpayment is returned to the City in full.

SECTION 5.3: CITY RATES.

During the term of this Agreement, the City must establish rates, fees, and charges for wastewater service that are billed to its customers located in the City utility service area and served outside the City's corporate boundaries, if any, that will be sufficient to pay all the Charges for Service as invoiced by Fairfax. The City agrees that the invoiced amount of the Charges for Service incurred for the conveyance and treatment of sewage to Fairfax, including all capital reimbursements as invoiced by Fairfax, will be senior in payment priority to all other City expenses and capital expenditures for the City's wastewater utility system as allowed by law, and with the exception of bond payments and other interjurisdictional agreements. The City covenants and agrees that it will annually, within a reasonable time after the adoption of its wastewater utility system budget, revise such rates, fees and charges billed to its users of wastewater utility service in an amount necessary to comply with the terms of this Agreement. To the extent that the City does not adjust the rates, fees and charges which are necessary to fully fund the operating and capital needs of the City's wastewater system pursuant to prudent utility practice, including limiting the wastewater flow delivered to Fairfax to the amount of the City Capacity, Fairfax will consider this as a default to the Agreement and may terminate the Agreement.

ARTICLE VI
PRETREATMENT

The Parties must comply with all applicable rules and regulations adopted by Fairfax that pertain to the conveyance, treatment, and disposal of sewage in the publicly owned treatment works. Specifically, the Parties must comply with and enforce the prohibitions in Chapter 67.1 of the Fairfax County Code, as may be amended. The Parties agree to execute an Interjurisdictional Pretreatment Agreement within 12 months of the 2026 Transfer Date.

ARTICLE VII
SEWAGE METERS

(a) Existing sewage flow meters will be used to measure the City's sewage flow rate to the Fairfax Conveyance System and Fairfax's sewage flow rate to the City Disposal Area, except as stated in paragraph (e) of this section, for compliance with the terms of this Agreement, determination of the use of the City Capacity, and billing of the Charges for Service, as applicable.

(b) If new sewage flow meters are needed, the type, location, and size of the sewage flow meter installed is at Fairfax's sole discretion. Each meter will be capable of recording all sewage flow rates and volume.

(c) Fairfax will read, operate, maintain, examine, and test the accuracy of the sewage flow meters, and furnish the City with a copy of the readings, maintenance data, and test results, as needed. The City will reimburse Fairfax for its share of the costs incurred in performance of this service and will be included as a cost component of the Fairfax Conveyance System Expenditure Charge.

(d) The flows recorded on the meters will be used to determine the sewage flows, except as provided in subsection (e) below.

(e) A "Sewage Unit," is unmetered sewage flow from a structure or structures that flow from the City Disposal Area into the Fairfax Conveyance System or from a structure or structures in Fairfax that flow into the City sewage collection system (referred to as "Unmetered Flow", which is the sum of the flows from Sewage units).

(f) The flow from each Sewage Unit will be determined by the water consumption in gallons as registered by the water meter for the contributing structure(s).

(g) City's Share of Sislers Point of Delivery Flow Calculation:

Because Unmetered Flow from Fairfax enters the City sewage collection system upstream of the Sislers Point of Delivery, the City's share of the flow at the Sislers point of delivery will be calculated as shown in formula below:

City's share of Sislers average flow = Sislers average flow – Fairfax unmetered average flow - sum of average flows from the following meters (Gordons Road + Poplar Drive + Tod Street + Timber Lane)

Fairfax unmetered peak flow enters the City's sewage collection system at multiple locations upstream of the Sislers meter and will be calculated by multiplying the sum of water consumption in gallons as registered by the water meter for the contributing structure(s) by the peaking factor of 3.59.

City's share of Sislers peak flow = Sislers peak flow – Fairfax unmetered peak flow - sum of peak flows from following meters (Gordons Road + Poplar Drive + Tod Street + Timber Lane)

(h) City Total Flow Calculation

Because the City's Unmetered Flow enters the Fairfax collection system at multiple points, the City's share of the total average flow will be calculated as shown in the formula below:

City's total average flow = City's share of Sislers average flow + Cedar Lane average flow + Tinner Hill average flow + City unmetered average flow

City's unmetered peak flow enters Fairfax's collection system at multiple points and will be calculated by multiplying the sum of water consumption in gallons as

registered by the water meter for the contributing structure(s) by the peaking factor of 3.59.,

City's total peak flow = City's share of Sislers peak flow + Cedar Lane peak flow + Tinner Hill peak flow + City's unmetered peak flow

(i) When a sewage flow meter fails to function or record accurately for any reason, the flow for the period of such failure will be equal to the flow as determined during the most recent corresponding period during which the meter was operating in a satisfactory manner, and if there is no such corresponding period, the flow will be determined or estimated in such manner mutually agreeable to the Parties.

(j) The Parties will use every practical precaution in the construction and regulations governing the use of their sewerage systems to exclude groundwater, surface water, or stormwater from entering their respective sewer conveyance system.

(k) The City will at all times operate and maintain its facilities in the City Disposal Area and Fairfax will at all times operate and maintain those portions of the Fairfax Conveyance System in an efficient and economical manner under standard utility practices.

ARTICLE VIII
TERM OF AGREEMENT

As of the 2026 and 2027 Transfer Dates, the City will have a permanent entitlement to the conveyance and treatment capacities associated with the occurrence of those events, as specified in this Agreement. The City may terminate this Agreement by giving Fairfax at least five years prior written notice of its intent to terminate. The City must pay all Charges for Service as billed in accordance with Section IV before this Agreement is terminated. Fairfax will not refund any of the City's payments made to Fairfax to acquire the City Capacity. The City must demonstrate that there will be no wastewater discharges to the Fairfax Conveyance System after the termination date of this Agreement.

ARTICLE IX
MISCELLANEOUS PROVISIONS

SECTION 9.1: NO PARTNERSHIP.

This Agreement does not create a joint venture, partnership, or other relationship whereby either Party would be liable for the omissions, commissions, or performance of the other Party.

SECTION 9.2 WAIVER.

The failure of either Party to insist on the performance of any of the terms and conditions of this Agreement, or any waiver of any breach of any of the terms and conditions of this Agreement, does not waive any such terms and conditions of this Agreement, and the terms and conditions of this Agreement will remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION 9.3 ENTIRE AGREEMENT; AMENDMENT.

This Agreement, including the recitals, which are incorporated by this reference, amends the 1978 Agreement, which, together, constitute the entire agreement between the Parties. This Agreement can be amended only by mutual agreement of the Parties and by execution of such amended agreement in the same manner as the original.

SECTION 9.4: CONFLICTS.

This Agreement amends the 1978 Agreement; the terms of both agreements shall be effective and shall be harmonized as needed in order to give full effect to both agreements; when terms between the two agreements conflict and cannot be harmonized, then the terms of this Agreement shall govern.

SECTION 9.5 GOVERNING LAW.

This Agreement is governed and must be construed in accordance with the laws of the Commonwealth of Virginia.

SECTION 9.6 SEVERABILITY.

The invalidity of any portion of this Agreement will not and does not affect the validity of any other provision. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the Parties agree that the remaining provisions will be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

SECTION 9.7 FURTHER ASSURANCE.

The Parties will execute and deliver any other instruments and do further acts and things as may be required to carry out the intent and purposes of this Agreement as may be reasonably requested by either Party.

SECTION 9.8 HEADINGS.

The descriptive headings in this Agreement are inserted for convenience only.

SECTION 9.9 COUNTERPARTS.

This Agreement may be executed electronically and in counterparts, each of which constitute one and the same instrument.

SECTION 9.10 ASSIGNMENT.

Neither Party may assign its rights under this Capacity Agreement to any person, entity, or other government or quasi-governmental body without the prior written consent of the other Party.

SECTION 9.11 FORCE MAJEURE.

With respect to matters contemplated by this Agreement, neither Party is liable or responsible to the other for any injury to property, or for any inability to meet the terms of this Agreement, if that injury or inability was caused by any Force Majeure event.

SECTION 9.12 NOTICE.

All notices or requests must be in writing and be given by hand delivery or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Fairfax, to:

Director, Wastewater Planning and Monitoring Division

12000 Government Center Parkway, Suite 358
Fairfax, Virginia 22035

With a copy to:
Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035

Or such persons or places as Fairfax may specify by notice. The date of the notice or request shall be the date of receipt, if delivered by hand, or the postmarked date thereof.

If to Falls Church, to:
City Manager's Office
300 Park Avenue, Harry E. Wells Building
Falls Church, Virginia 22046
Attention: Wyatt Shields, City Manager

With a copy to:
Office of the City Attorney
300 Park Avenue, Harry E. Wells Building
Falls Church, Virginia 22046
Attention: Sally Gillette, City Attorney

Or such persons or places as City may specify by notice. The date of the notice or request is the date of receipt, if delivered by hand, or the postmarked date thereof.

The use of electronic means of notification (e.g., email) is not considered as a method of providing notice for the purposes of this Agreement. Any Party may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications may be sent. Any notice shall be deemed given on the date such notice is

delivered by hand or three days after the date mailed. Each Party to this Agreement has a continuing duty to promptly notify the other Party of any change to any of this information.

SECTION 9.13 APPROVALS AND EFFECTIVE DATE.

The provisions of the Agreement may be amended or added to as mutually agreed to by the Parties. This Agreement shall become effective upon the Transfer Date:

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Wastewater Capacity Sale and Purchase Agreement and Sewer Service Agreement Amendment to be executed, and their seals to be affixed and attested by their duly authorized officers, all as of the date appearing next to their signatures.

ATTEST:

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By: _____
Bryan J. Hill
County Executive

APPROVED AS TO FORM:

_____
County Attorney

ATTEST:

CITY OF FALLS CHURCH, VIRGINIA

Celeste Heath
CLERK

BY: Wyatt Shields
Wyatt Shields
City Manager

DATE: Feb 5, 2026

APPROVED AS TO FORM:

City Attorney

Attachment 1

Board Agenda Item
May 5, 2026

4:30 p.m.

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:
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 approve the proposed amendments to Chapter 127 and the associated Program Agreement as set forth in Attachment 4.

TIMING:
On March 17, 2026, the Board authorized a public hearing to be held on May 5, 2026, to consider the proposed amendments. Public notices of the proposed amendments were advertised on April 14 and April 21, 2026.

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

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:

Appendix A

_____.

(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.

(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

Appendix B

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

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- 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

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  - 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.

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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

Copyright Pending

- 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

Copyright Pending

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

Copyright Pending

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

Copyright Pending

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

Copyright Pending

Board Agenda Item
May 5, 2026

4:30 p.m.

Public Hearing on a Proposal to Vacate and Abandon a Portion of Boston Boulevard (Mount Vernon District)

ISSUE:
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 adopt the attached Vacation Ordinance (Attachment 3) and Order of Abandonment (Attachment 4) of the subject right-of-way.

TIMING:
On March 17, 2026, the Board authorized advertisement of the public hearing for the vacation and abandonment of the proposed right-of-way, to be held on 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
May 5, 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

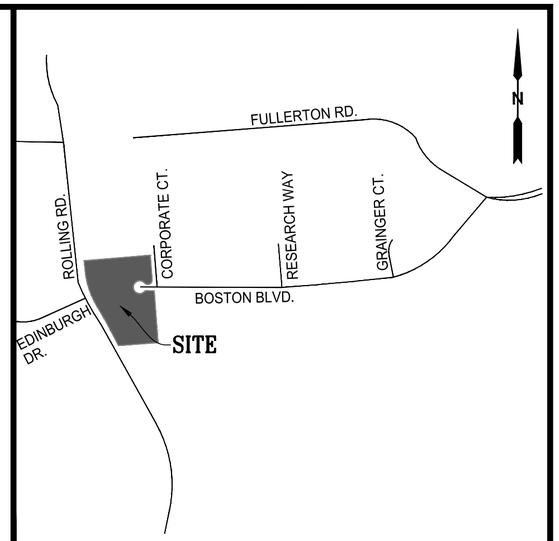
1. THE PROPERTY DELINEATED HEREON IS LOCATED ON FAIRFAX COUNTY, VIRGINIA TAX MAP NUMBER 098-2-18-0003 AND IS CURRENTLY ZONED I-5 (INDUSTRIAL GENERAL).

2. SURVEYED PROPERTY IS IN THE NAME 7700 BOSTON BLVD LLC, AS RECORDED IN DEED BOOK AT PAGE 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 7700 BOSTON BLVD LLC



VICINITY MAP

SCALE: 1" = 1000'

COMMONWEALTH OF VIRGINIA
KEVIN P. O'CONNOR
Lic. No.1967
LAND SURVEYOR

CERTIFIED CORRECT:

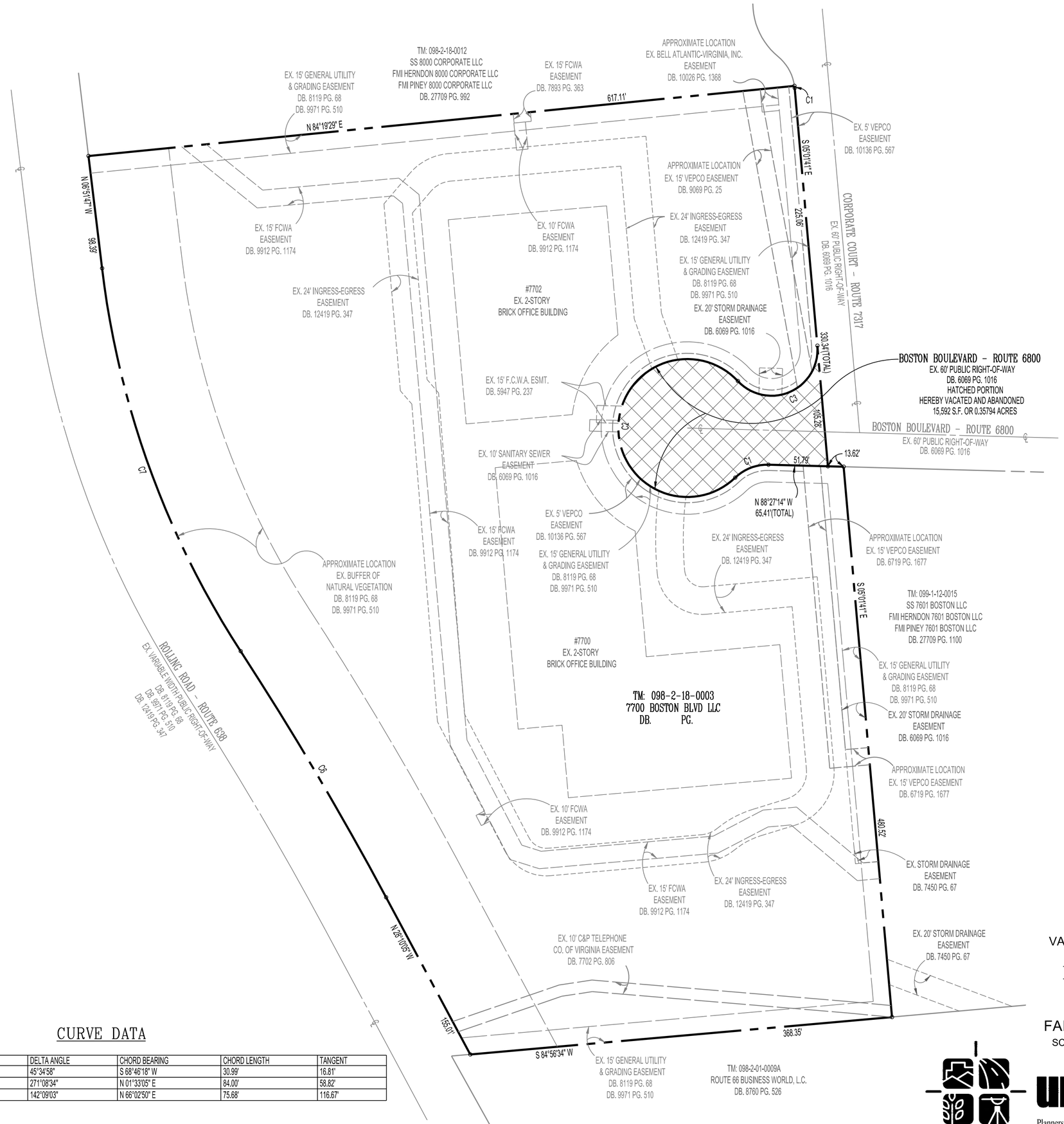
KEVIN P. O'CONNOR LS #1967

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

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 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
May 5, 2026

4:30 PM

Public Hearing on a Proposal to Vacate and Abandon a Portion of Banting Drive (Braddock District)

ISSUE:
Public hearing on a proposal to vacate and abandon a portion of 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 adopt the attached order of abandonment (Attachment 3) and Vacation Ordinance (Attachment 4) of the subject right-of-way.

TIMING:
On March 17, 2026, the Board authorized advertisement of the public hearing for the vacation and abandonment of the proposed right-of-way, to be held on May 5, 2026 at 4:30 PM.

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).

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.

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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:

_____

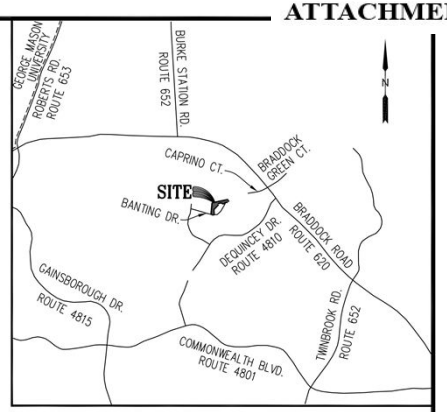
Jill Cooper
Clerk for the Board of Supervisors

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

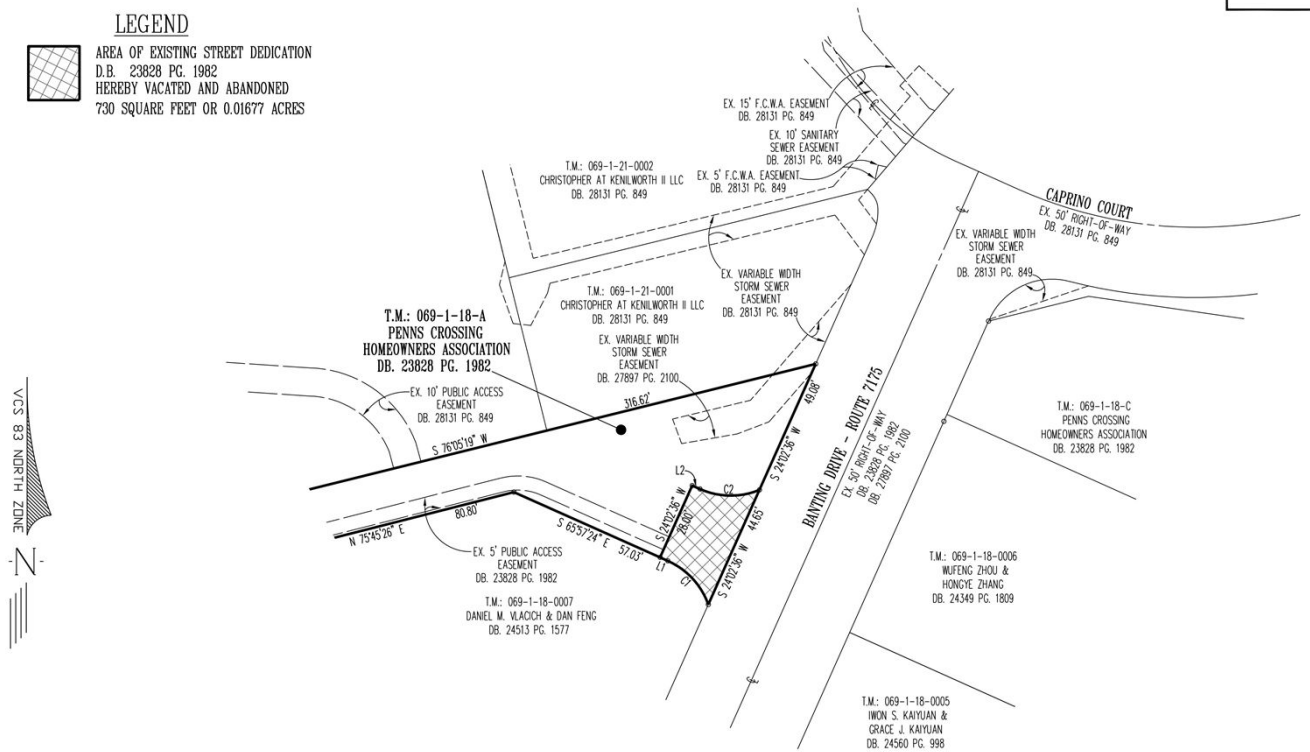
AREA OF VACATION AND ABANDONMENT	730 S.F. OR 0.01677 ACRES TO PENNS CROSSING HOMEOWNERS ASSOCIATION
TOTAL AREA OF VACATION AND ABANDONMENT	730 S.F. OR 0.01677 ACRES



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, 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;

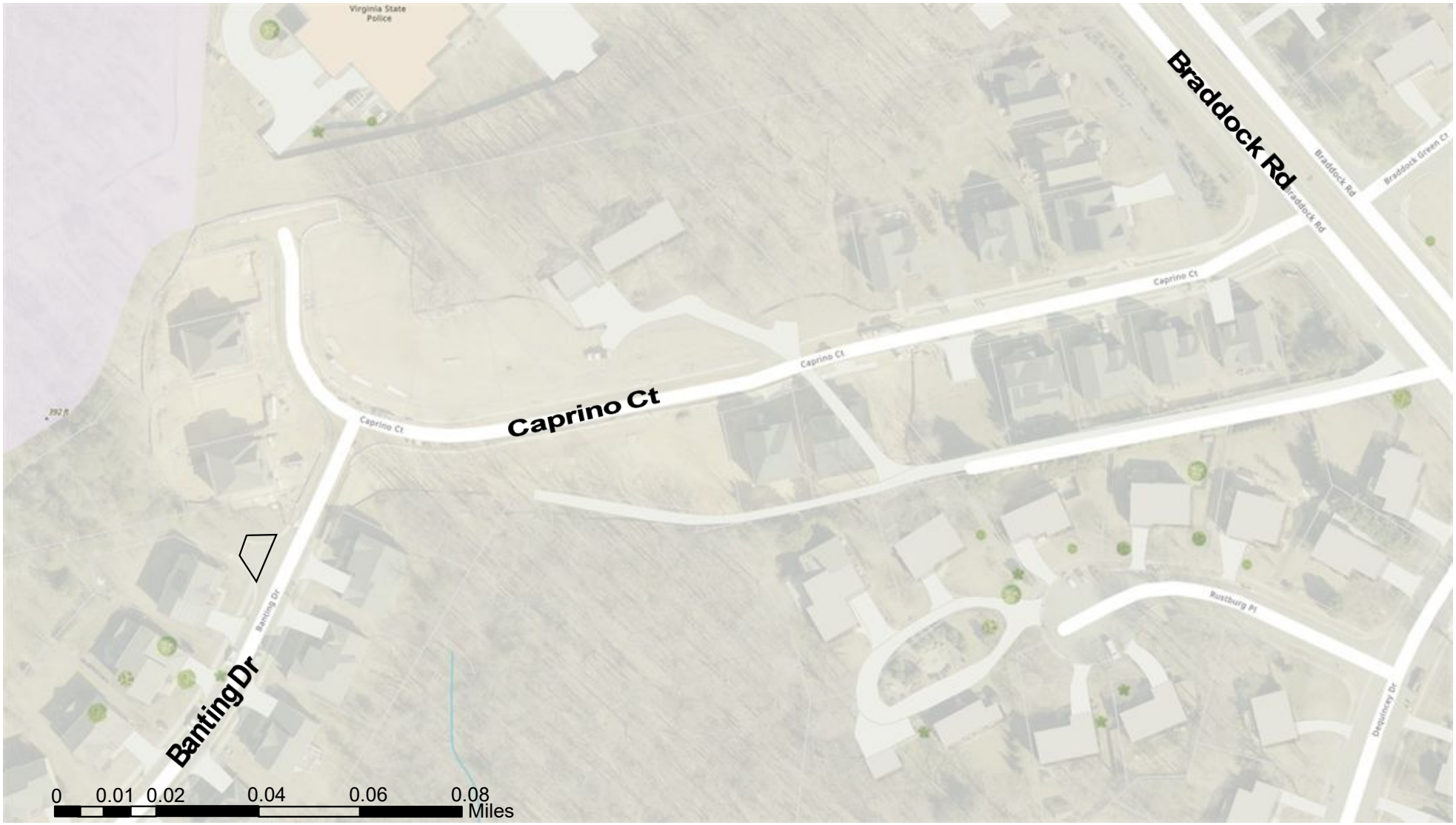
South 65°57'24" East a distance of 3.00 feet to a point;

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

Braddock District



Tax Map 69-1

N

Denotes Area to be Vacated and Abandoned


HOA BOUNDARY MARKER SEE DETAIL 8 / SHEET 39.
HOA BOUNDARY MARKER SEE DETAIL 8 / SHEET 39.
PARCEL A
OPEN SPACE=18,252 SF.
PARCEL B
OPEN SPACE=13,605 SF.
PARCEL C
OPEN SPACE=3,031 SF.
PARCEL E
OPEN SPACE=2,569 SF.
PARCEL F
OPEN SPACE=2,569 SF.
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
CAPRINO CT.
(PRIVATE STREET)
BANTING DRIVE
(PUBLIC RESIDENTIAL ROAD)
MATCHLINE SHEET 6
Informational Plat
Location of Vacation and Abandonment area

REVISED

Board Agenda Item
May 5, 2026

4:30 p.m.

Public Hearing to Consider Adopting an Ordinance to Establish a Revitalization and Redevelopment Economic Incentive Program (Dranesville, Franconia, **Hunter Mill,** Mason, **and** Mount Vernon ~~and Providence Districts~~)

ISSUE:
Board public hearing to consider amending 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 approve the proposed addition to Chapter 4, Taxation and Finance to establish Article 32 – Revitalization and Redevelopment Economic Incentive Program.

TIMING:
Board action is requested on May 5, 2026, to adopt the ordinance.

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, even before the end of an area’s ten year lifespan.

REVISED

Board Agenda Item
May 5, 2026

On March 17, 2026, the Board of Supervisors authorized advertisement of the attached proposed ordinance for a public hearing on May 5, 2026. 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 establish 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 Appendix X 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. While not specificed in this ordinance to allow for future flexibility, the effective date of each individual ordinance is recommended to be January 1 of the applicable year, which will be addressed in each individual 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 10-year time period for incentives begins. This provision 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 current EIP.

The County has a long-standing policy of supporting revitalization and redevelopment in older commercial areas which are not experiencing reinvestment, such as the County’s Commercial Revitalization Districts (CRDs) and Commercial Revitalization Areas (CRAs). 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 as a logical extension of the Bailey's Crossroads/Seven Corners CRD.

Additionally, the RREIP is proposed to apply to logical extensions of three other CRDs. Only certain portions of the Richmond Highway corridor are designated as CRDs. However, Richmond Highway functions 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.

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 are 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. The Board could consider acreages below the two acre minimum. Up to 20 percent of existing development may be retained and/or repurposed as part of the proposal, 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:
The RREIP will benefit future applicants with a partial real estate tax abatement for eligible development of their properties in areas of the County that need to foster greater economic activity. The goal of this program is to facilitate economic development consistent with the Comprehensive Plan in areas of the County that are designated as needing revitalization. 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 aligns 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 provision 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.

Staff will be available to address any questions on May 5, 2026.

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 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 upon 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, RREIA Richmond Highway Corridor Additional Parcels
Attachment 3 – Map 5 - Culmore RREIA
Attachment 4 – Map 6 – Huntington RREIA

STAFF:
Jennifer Miller, Deputy County Executive
Tracy D. Strunk, Director, Department of Planning and Development (DPD)
Elizabeth A. Hagg, Director, Community Revitalization Section, DPD
Jay Doshi, Director, Department of Tax Administration
David Pellegrino, Assistant Director, Department of Tax Administration
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 and adopting Appendix X.

Draft of April 7, 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.

DRAFT

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 Zone 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, 2026 Edition, Area Plan I, Annandale Planning

District Overview, Annandale Community Business Center, 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, 2026 Edition, 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, 2026 Edition, 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, 2026 Edition, 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, 2026 Edition, 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, 2026 Edition, 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, 2026 Edition, Area Plan IV, Franconia-Springfield Area and Fort Belvoir North Area, Franconia-Springfield Area, Land Unit Recommendations, 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 following the year in which substantial completion occurs 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.

DRAFT

2. That a new Appendix X is adopted, as follows:

Appendix X. – Economic Revitalization Zone Ordinances.

The following ordinances have been adopted by the Board of Supervisors pursuant to Article 32 of Chapter 4 of the Code.

3. 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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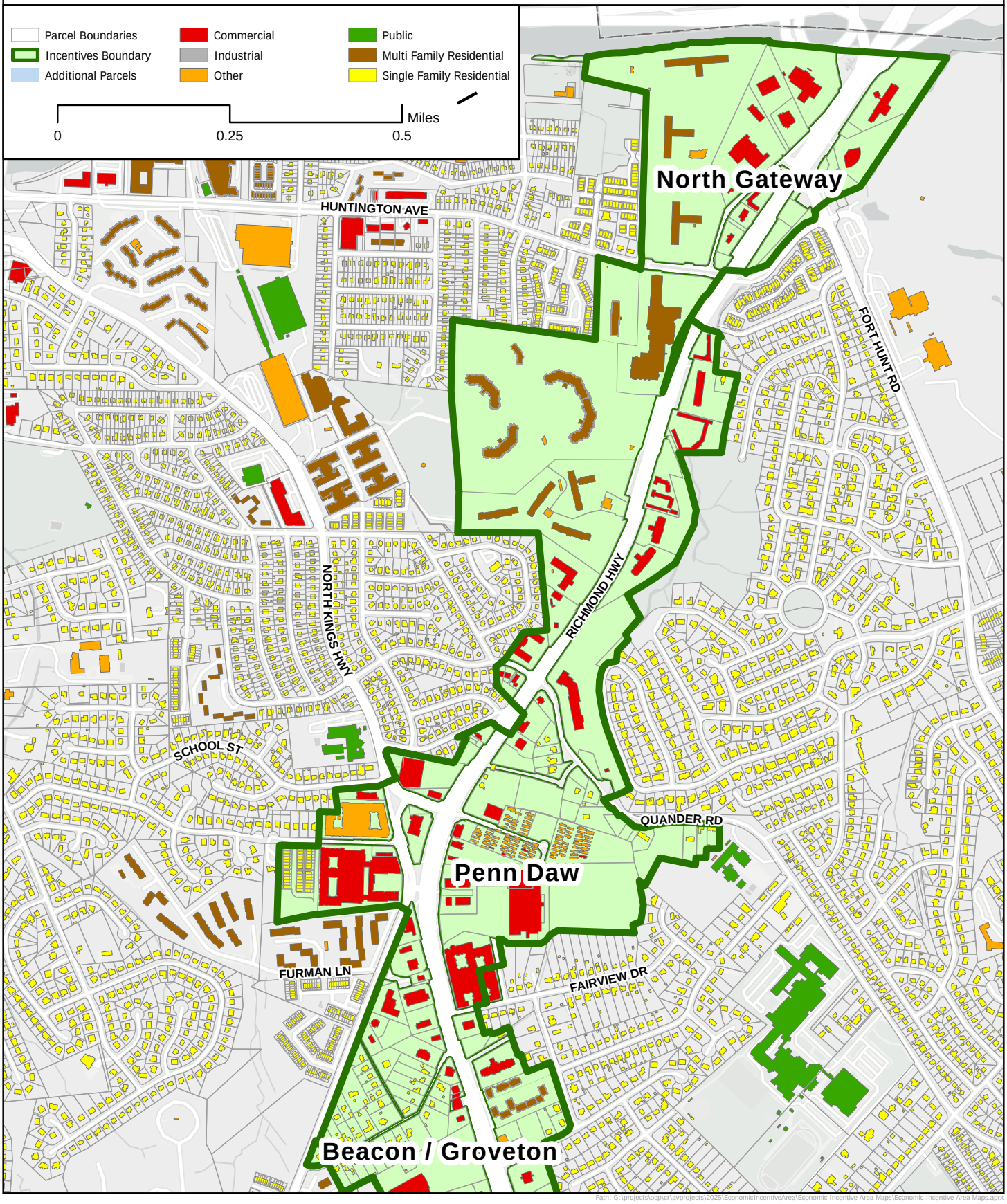
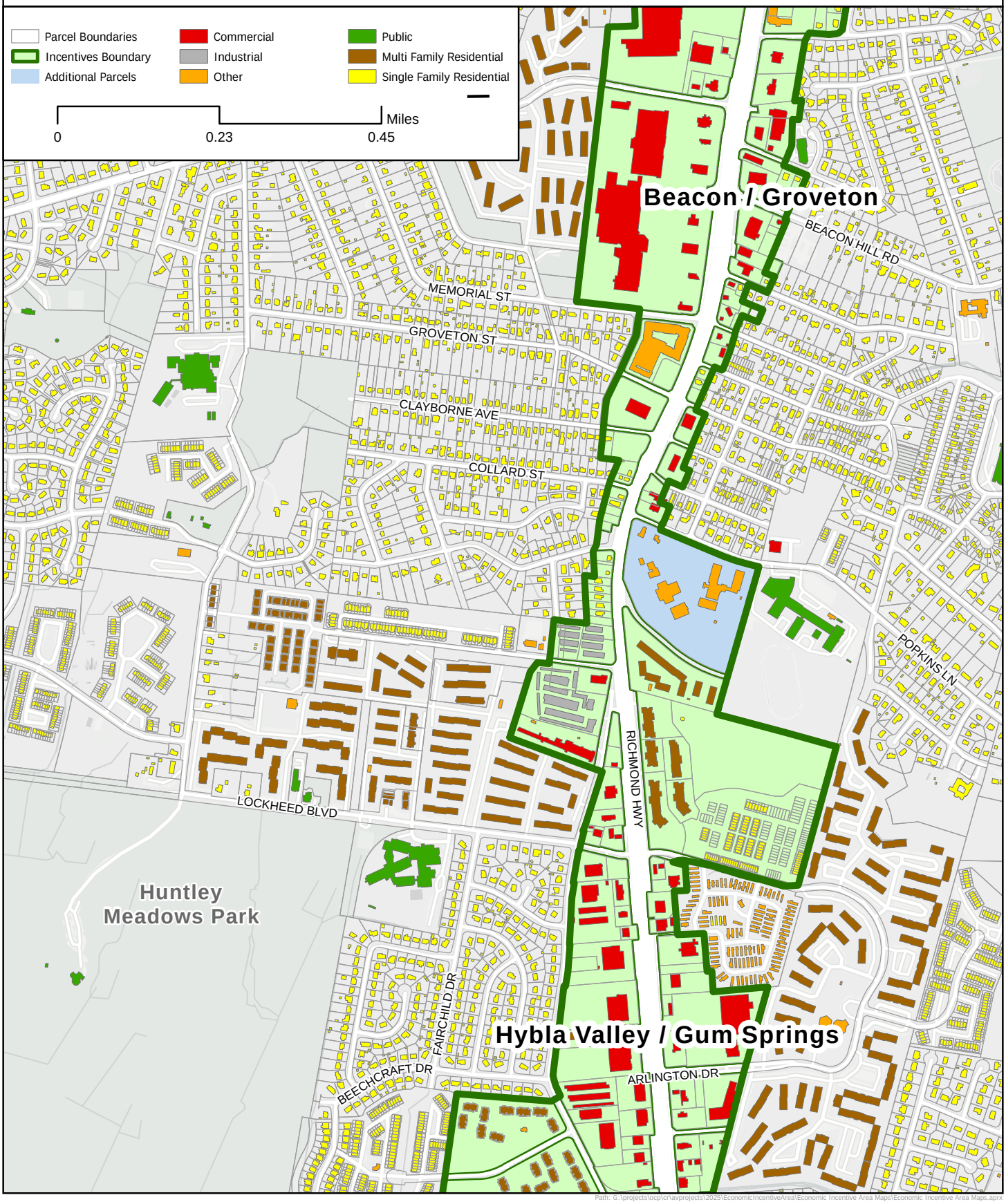
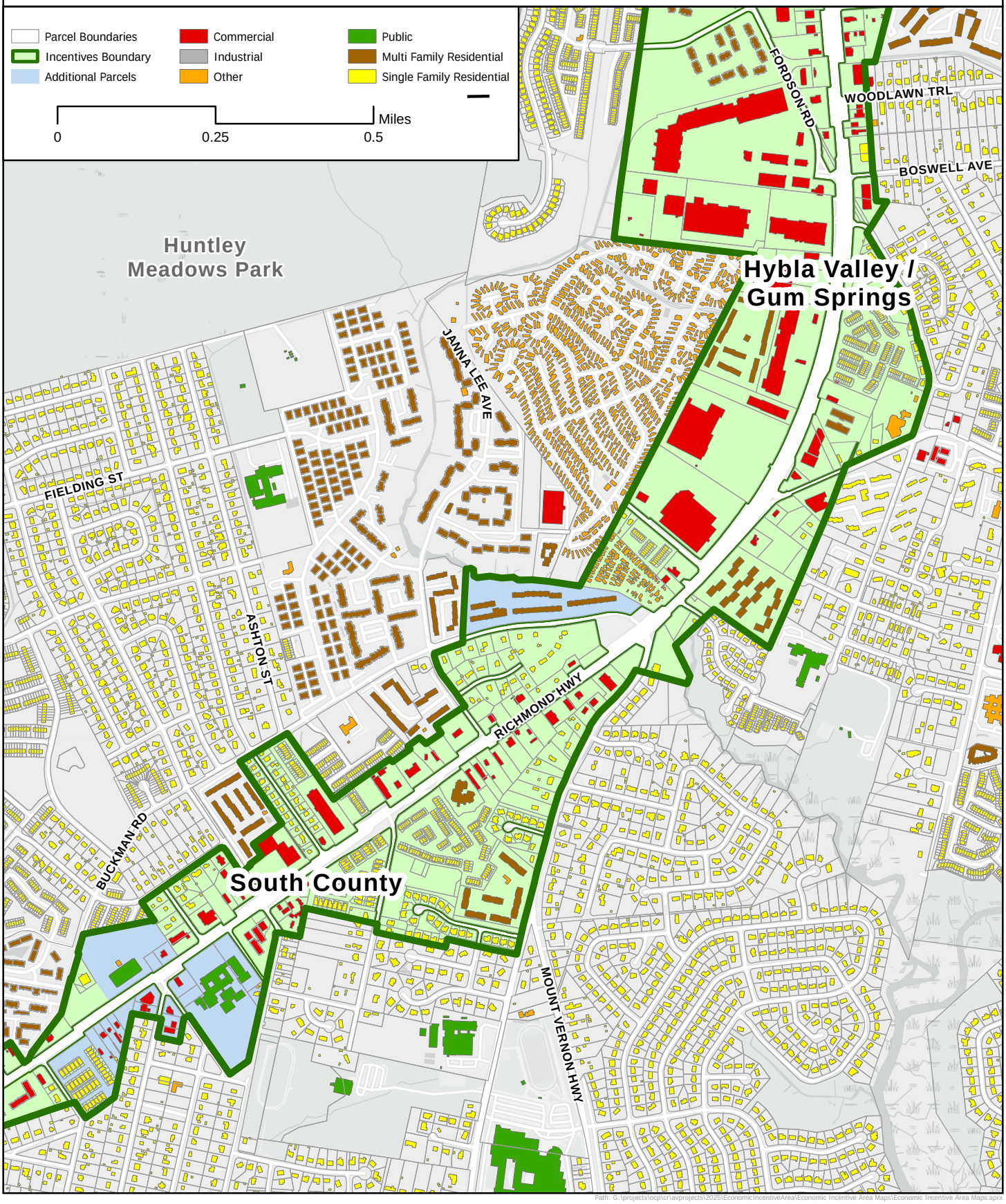
Revitalization and Redevelopment Economic Incentive Area (1) - Richmond Highway Corridor Additional Parcels Between SNA and CRD



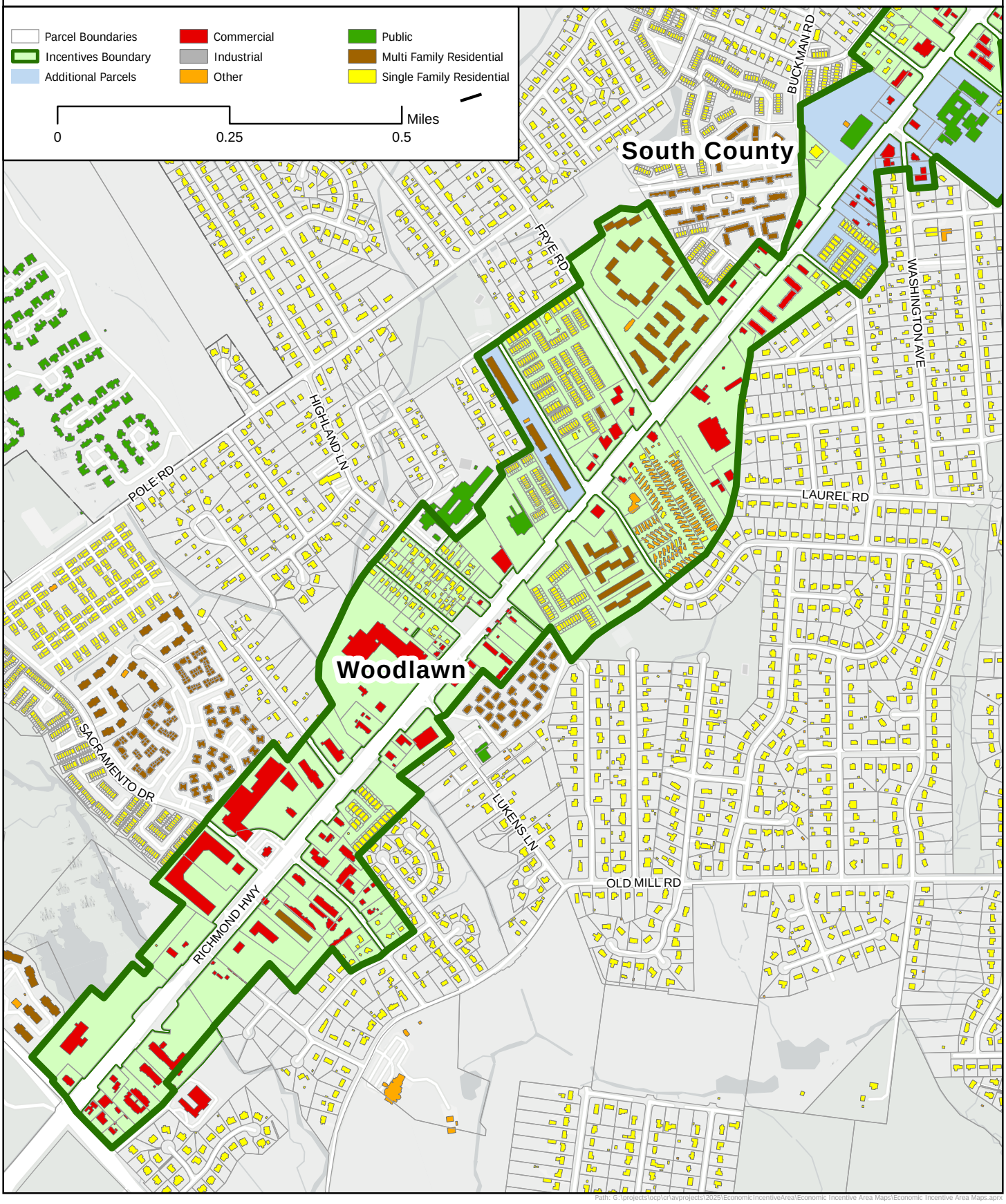
Revitalization and Redevelopment Economic Incentive Area (2) - Richmond Highway Corridor Additional Parcels Between SNA and CRD



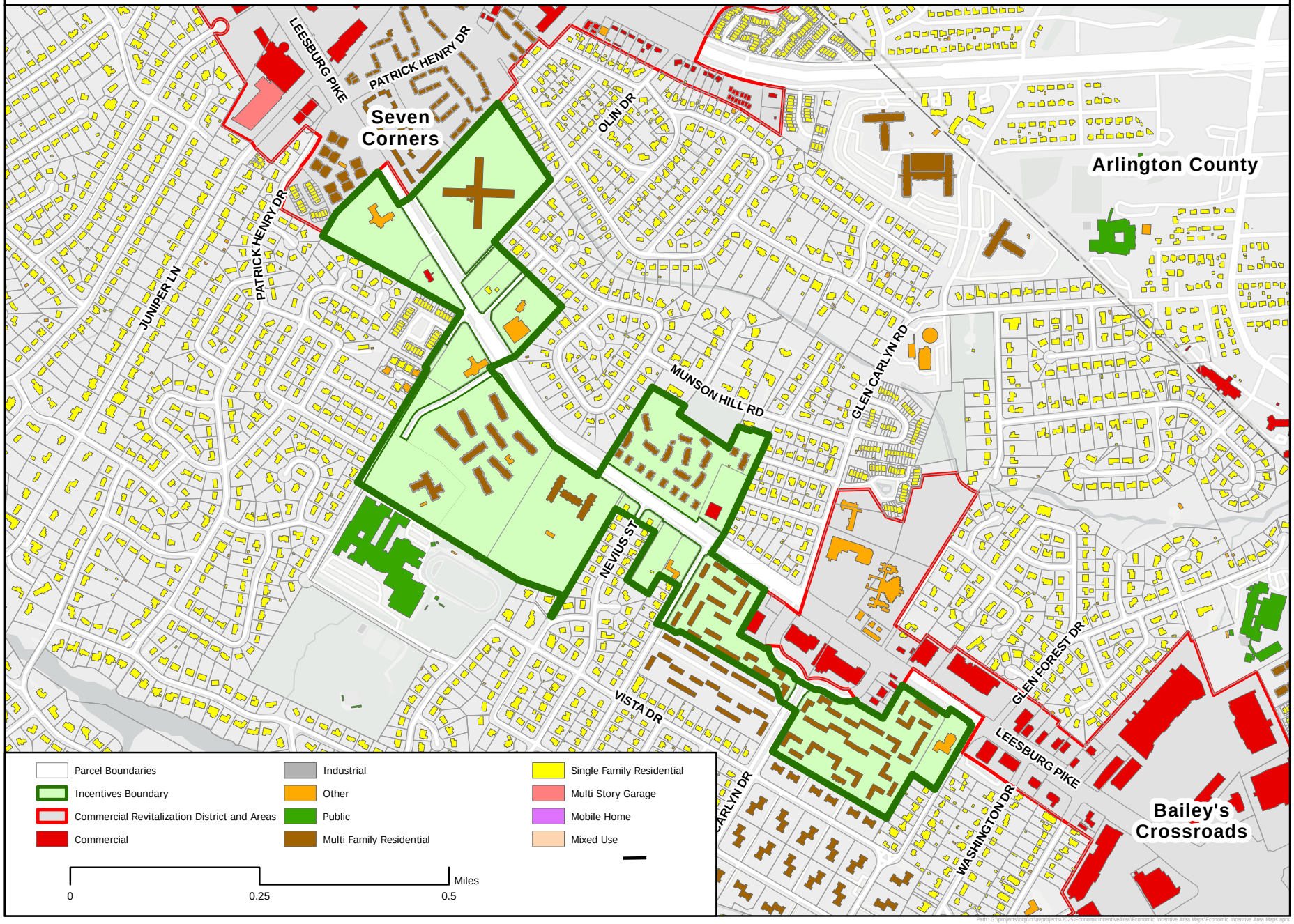
Revitalization and Redevelopment Economic Incentive Area (3) - Richmond Highway Corridor Additional Parcels Between SNA and CRD



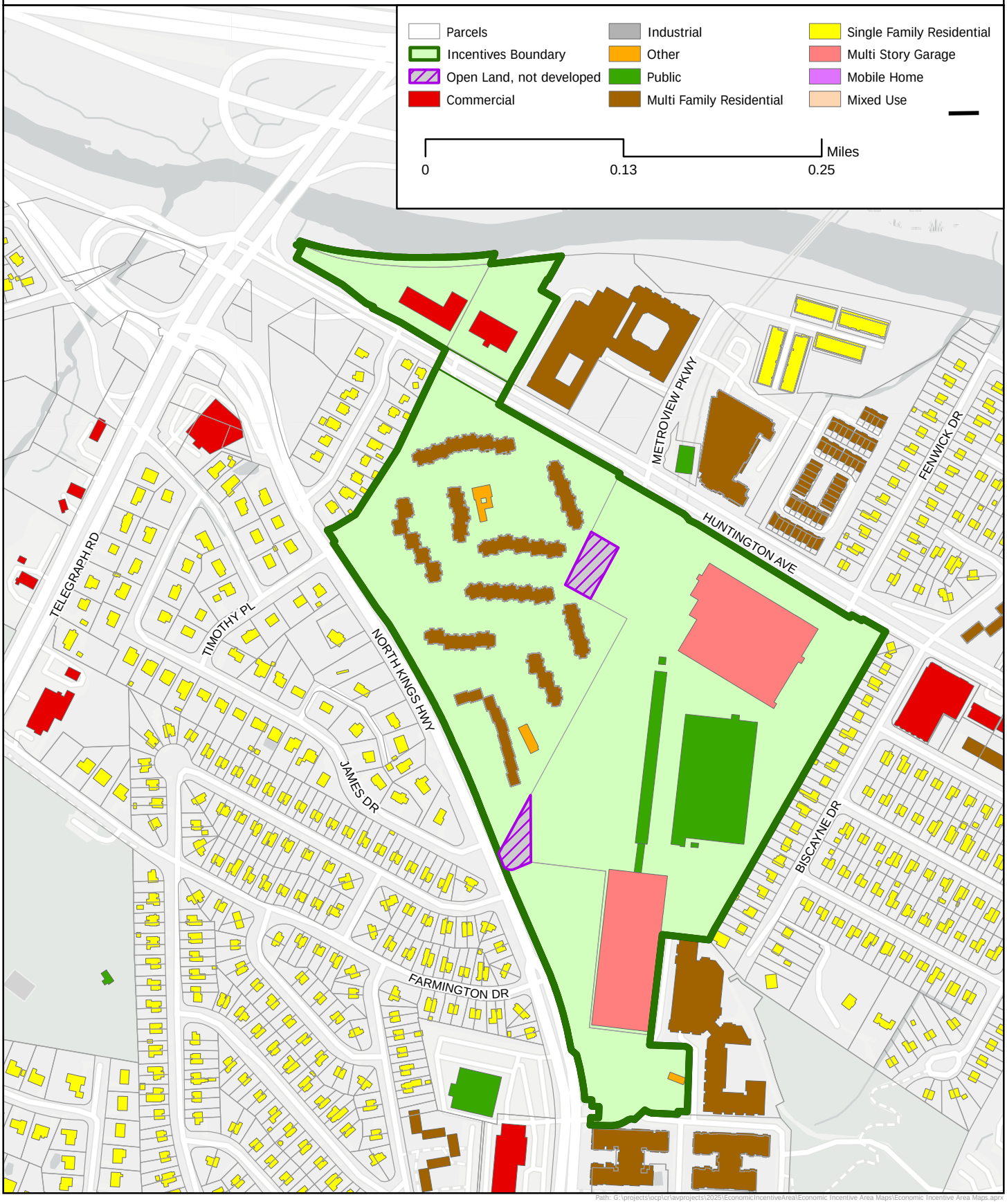
Revitalization and Redevelopment Economic Incentive Area (4) - Richmond Highway Corridor Additional Parcels Between SNA and CRD



Culmore Revitalization and Redevelopment Economic Incentive Area



Huntington Revitalization and Redevelopment Economic Incentive Area



Board Agenda Item
May 5, 2026

4:30 p.m.

Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 7-2-13, and 7-3-2, to Relocate a Polling Place (Mason District) and Relocate a Voter Satellite Office

ISSUE:
Public Hearing to consider an ordinance that proposes to amend and readopt *Fairfax County Code §§ 7-2-13 and 7-3-2* to relocate the polling place for Holmes precinct, and to recognize relocation of the Franconia Governmental Center to its new facility, which serves as a voter satellite office.

RECOMMENDATION:
The County Executive recommends adoption of the proposed ordinance.

TIMING:
On April 14, 2026, the Board authorized a public hearing to be held on May 5, 2026, at 4:30 p.m. to consider an ordinance relocating one polling place and one voter satellite office. Board action on May 5, 2026, will allow adequate time to file a request for a Certification of No Objection from the Virginia Attorney General and properly notify voters who are affected by the polling place change in advance of the next election, which is expected to be the Primary Elections on August 4, 2026.

BACKGROUND:
The Virginia Code permits the governing body of each county and city to establish by ordinance as many precincts as it deems necessary with one polling place for each precinct. The Board of Supervisors is authorized to change polling place locations subject to the requirements of *Virginia Code §§ 24.2-307, -310, and -310.1*. The Virginia Code further permits the governing body of each county and city to establish voter satellite offices to be used in the locality for absentee voting in person, subject to the requirements of *Virginia Code § 24.2-701.2*.

Virginia Code § 24.2-129 also requires that certain “covered practices” go through either a statutorily specified public comment process or receive a Certification of No Objection from the Attorney General before the practices can be given effect. The public comment process takes a minimum of 75 days to complete, while the Attorney General process takes a maximum of 60 days to complete. Among the “covered practices” identified are any changes that relocate polling places in the County, and Department of

Elections guidance advises that relocation of voter satellite offices also constitute a covered practice. The Board must first adopt an ordinance making the required polling place and voter satellite changes. If and after the Board adopts the ordinance, the County Attorney will file a request for a Certification of No Objection with the Virginia Attorney General, in accordance with *Virginia Code § 24.2-129(D)*.

In the Mason District, the Director of Library Administration informed the Office of Elections that the Culmore Community Library will be closed for renovations and unavailable for voting once renovations are underway. Staff recommend moving the polling place from Culmore Community Library, 6101 Knollwood Drive, Falls Church, to Bailey's Elementary School, 6111 Knollwood Drive, Falls Church. The school is within walking distance of the library.

As of February 2026, the Franconia Governmental Center at 6121 Franconia Road, Alexandria, which currently serves as an early voting satellite office, has moved to a new location at 7130 Silver Lake Boulevard, Alexandria, and the Franconia Road building closed in late April. Staff recommend recognizing the new Franconia Governmental Center's location by moving the voter satellite office to that address.

Given the unavailability of both current locations, these changes must be made at this time. Additionally, and due to a unique combination of circumstances related to multiple special elections and the rescheduling of the 2026 primary election to August 4, these changes are being requested during the only window of time available to implement them in time for the August 4 primary election.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Virginia Code Pertaining to Election Precincts, Polling Places, and Voter Satellite Offices
Attachment 2: Summary of Proposed Changes
Attachment 3: Description and Map of Proposed Polling Place Change
Attachment 4: Map of Voter Satellite Locations and Proposed Change
Attachment 5: Proposed Ordinance

Board Agenda Item
May 5, 2026

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Katherine K. Hanley, Chairman of the Fairfax County Electoral Board
Beth Dixon Methfessel, Clerk to the Fairfax County Electoral Board

ASSIGNED COUNSEL:
Martin R. Desjardins, Assistant County Attorney

§ 24.2-129. Covered practices; actions required prior to enactment or administration.

A. For the purposes of this section:
"Certification of no objection" means a certification issued by the Attorney General that there is no objection to the enactment or administration of a covered practice by a locality because the covered practice neither has the purpose or effect of denying or abridging the right to vote based on race or color or membership in a language minority group nor will result in the retrogression in the position of members of a racial or ethnic group with respect to their effective exercise of the electoral franchise.

"Covered practice" means:
1. Any change to the method of election of members of a governing body or an elected school board by adding seats elected at large or by converting one or more seats elected from a single-member district to one or more at-large seats or seats from a multi-member district;
2. Any change, or series of changes within a 12-month period, to the boundaries of the locality that reduces by more than five percentage points the proportion of the locality's voting age population that is composed of members of a single racial or language minority group, as determined by the most recent American Community Survey data;
3. Any change to the boundaries of election districts or wards in the locality, including changes made pursuant to a decennial redistricting measure;
4. Any change that restricts the ability of any person to provide interpreter services to voters in any language other than English or that limits or impairs the creation or distribution of voting or election materials in any language other than English; or
5. Any change that reduces the number of or consolidates or relocates polling places in the locality, except where permitted by law in the event of an emergency.
"Voting age population" means the resident population of persons who are 18 years of age or older, as determined by the most recent American Community Survey data available at the time any change to a covered practice is published pursuant to subsection B.

B. Prior to enacting or seeking to administer any voting qualification or prerequisite to voting, or any standard, practice, or procedure with respect to voting, that is a covered practice, the governing body shall cause to be published on the official website for the locality the proposed covered practice and general notice of opportunity for public comment on the proposed covered practice. The governing body shall also publicize the notice through press releases and such other media as will best serve the purpose and subject involved. Such notice shall be made at least 45 days in advance of the last date prescribed in the notice for public comment.
Public comment shall be accepted for a period of no fewer than 30 days. During this period, the governing body shall afford interested persons an opportunity to submit data, views, and arguments in writing by mail, fax, or email, or through an online public comment forum on the official website for the locality if one has been established. The governing body shall conduct at least one public hearing during this period to receive

public comment on the proposed covered practice. The governing body may make changes to the proposed covered practice in response to public comment received. If doing so, the revised covered practice shall be published and public comment shall be accepted in accordance with this subsection, except the public comment period shall be no fewer than 15 days.

C. Following the public comment period or periods prescribed in subsection B, the governing body shall publish the final covered practice, which shall include a plain English description of the practice and the text of an ordinance giving effect to the practice, maps of proposed boundary changes, or other relevant materials, and notice that the covered practice will take effect in 30 days. During this 30-day waiting period, any person who will be subject to or affected by the covered practice may challenge in the circuit court of the locality where the covered practice is to be implemented the covered practice as (i) having the purpose or effect of denying or abridging the right to vote on the basis of race or color or membership in a language minority group or (ii) resulting in the retrogression in the position of members of a racial or ethnic group with respect to their effective exercise of the electoral franchise. In such action, the court may, in its discretion, allow a private plaintiff a reasonable attorney fee as part of the costs, if such plaintiff is the prevailing party.

D. The governing body of a locality seeking to administer or implement a covered practice, in lieu of following the provisions of subsections B and C, may submit the proposed covered practice to the Office of the Attorney General for issuance of a certification of no objection. Such practice shall not be given effect until the Attorney General has issued such certification. A certification of no objection shall be deemed to have been issued if the Attorney General does not interpose an objection within 60 days of the governing body's submission or if, upon good cause shown and to facilitate an expedited approval within 60 days of the governing body's submission, the Attorney General has affirmatively indicated that no such objection will be made. An affirmative indication by the Attorney General that no objection will be made or the absence of an objection to the covered practice by the Attorney General shall not bar a subsequent action to enjoin enforcement of such qualification, prerequisite, standard, practice, or procedure.

2021, Sp. Sess. I, cc. 528, 533.

§ 24.2-307 (in part). Requirements for county and city precincts.

The governing body of each county and city shall establish by ordinance as many precincts as it deems necessary. Each governing body is authorized to increase or decrease the number of precincts and alter precinct boundaries subject to the requirements of this chapter.

At the time any precinct is established, it shall have no more than 5,000 registered voters. The general registrar shall notify the governing body whenever the number of

voters who voted in a precinct in an election for President of the United States exceeds 4,000. Within six months of receiving the notice, the governing body shall proceed to revise the precinct boundaries, and any newly established or redrawn precinct shall have no more than 5,000 registered voters.

At the time any precinct is established, each precinct in a county shall have no fewer than 100 registered voters and each precinct in a city shall have no fewer than 500 registered voters.

Each precinct shall be wholly contained within a single congressional district, Senate district, House of Delegates district, and election district used for the election of one or more members of the governing body or school board for the county or city.

The governing body shall establish by ordinance one polling place for each precinct.

Code 1950, §§ 24-45, 24-46; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1992, c. 445; 1993, c. 641; 1999, c. 515; 2020, c. 1268.

§ 24.2-310 (in part). Requirements for polling places.

A. The polling place for each precinct shall be located within the county or city and either within the precinct or within one mile of the precinct boundary, unless a waiver has been granted pursuant to subsection G. The polling place for a county precinct may be located within a city (i) if the city is wholly contained within the county election district served by the precinct or (ii) if the city is wholly contained within the county and the polling place is located on property owned by the county. The polling place for a town precinct may be located within one mile of the precinct and town boundary. For town elections held in November, the town shall use the polling places established by the county for its elections.

B. The governing body of each county, city, and town shall provide funds to enable the general registrar to provide adequate facilities at each polling place for the conduct of elections. Each polling place shall be located in a public building whenever practicable. If more than one polling place is located in the same building, each polling place shall be located in a separate room or separate and defined space.

C. Polling places shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ 51.5-1 et seq.), the Voting Accessibility for the Elderly and Handicapped Act (52 U.S.C. § 20101 et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the Acts.

Code 1950, §§ 24-45, 24-46, 24-171, 24-179 through 24-181; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37, 24.1-92, 24.1-97; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1981, c. 425; 1984,

c. 217; 1985, c. 197; 1986, c. 558; 1992, c. 445; 1993, cc. 546, 641; 1994, c. 307; 2003, c. 1015; 2004, c. 25; 2005, c. 340; 2008, cc. 113, 394; 2010, cc. 639, 707; 2012, cc. 488, 759; 2016, cc. 18, 492; 2022, c. 5; 2025, c. 584

§ 24.2-310.1. Polling places; additional requirement.

The requirement stated in this section shall be in addition to requirements stated in §§ 24.2-307, 24.2-308, and 24.2-310, including the requirement that polling places be located in public buildings whenever practical. No polling place shall be located in a building which serves primarily as the headquarters, office, or assembly building for any private organization, other than an organization of a civic, educational, religious, charitable, historical, patriotic, cultural, or similar nature, unless the State Board has approved the use of the building because no other building meeting the accessibility requirements of this title is available.

1993, c. 904, § 24.1-37.1; 1993, c. 641.

§ 24.2-701.2 (in part). Absentee voting in person; voter satellite offices.

A. The governing body of any county or city may establish, by ordinance, voter satellite offices to be used in the locality for absentee voting in person. The governing body may establish as many offices as it deems necessary. No change in, including the creation or abolishment of, any voter satellite office shall be enacted within 60 days next preceding any general election. Notice shall be published prior to enactment in a newspaper having general circulation in the locality once a week for two successive weeks.

B. Any voter satellite office shall be in a public building owned or leased by the county, city, or town within the county and may be in a facility that is owned or leased by the Commonwealth and used as a location for Department of Motor Vehicles facilities or as an office of the general registrar. Such location shall be deemed the equivalent of the office of the general registrar for the purposes of completing the application for an absentee ballot in person pursuant to §§ 24.2-701 and 24.2-706. Any such location shall have adequate facilities for the protection of all elections materials produced in the process of absentee voting in person, the voted and unvoted absentee ballots, and any voting systems in use at the location.

C. Voter satellite offices shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ 51.5-1 et seq.), the Voting Accessibility for the Elderly and Handicapped Act (52 U.S.C. § 20101 et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the acts.

2020, cc. 856, 1149, 1151, 1201; 2025, c. 584.

MAY 2026 SUMMARY OF PROPOSED CHANGES

SUPERVISOR DISTRICT	OLD PRECINCT(S)	REGISTERED VOTERS*	OLD LOCATION	NEW PRECINCT(S)	PROJECTED REGISTERED VOTERS	NEW LOCATION	NOTES ON CHANGES
MASON	506 Holmes	847	Culmore Community Library	506 Holmes	847	Bailey's Elementary School	The Culmore Community Library is closed for renovations
n/a	n/a	n/a	Franconia Governmental Center	n/a	n/a	Franconia Governmental Center	Address change only

***** VERIS registered voters as of 03/01/2026 - Reports Library_Statistics_Registrant_Counts_By_Locality

Commonwealth of Virginia

COUNTY OF FAIRFAX

MASON District

PRECINCT:	**506 HOLMES**
CONGRESSIONAL DISTRICT:	**8**
VIRGINIA SENATORIAL DISTRICT:	**39**
HOUSE OF DELEGATES DISTRICT:	**4**

DESCRIPTION:
Beginning at the intersection of Glenmore Drive and Leesburg Pike (Route 7), thence with Leesburg Pike (Route 7) in a southeasterly direction to its intersection with Columbia Pike at Bailey's Crossroads; thence with Columbia Pike in a southwesterly direction to its intersection with Blair Road; thence with Blair Road in a northwesterly direction to its intersection with Beachway Drive; thence with Beachway Drive in a northwesterly direction to its intersection with Nevius Street; thence with Nevius Street in a northeasterly direction to its intersection with Knollwood Drive; thence with Knollwood Drive in a southeasterly direction to its intersection with Glenmore Drive; thence with Glenmore Drive in a northeasterly direction to its intersection with Leesburg Pike (Route 7), the point of beginning.

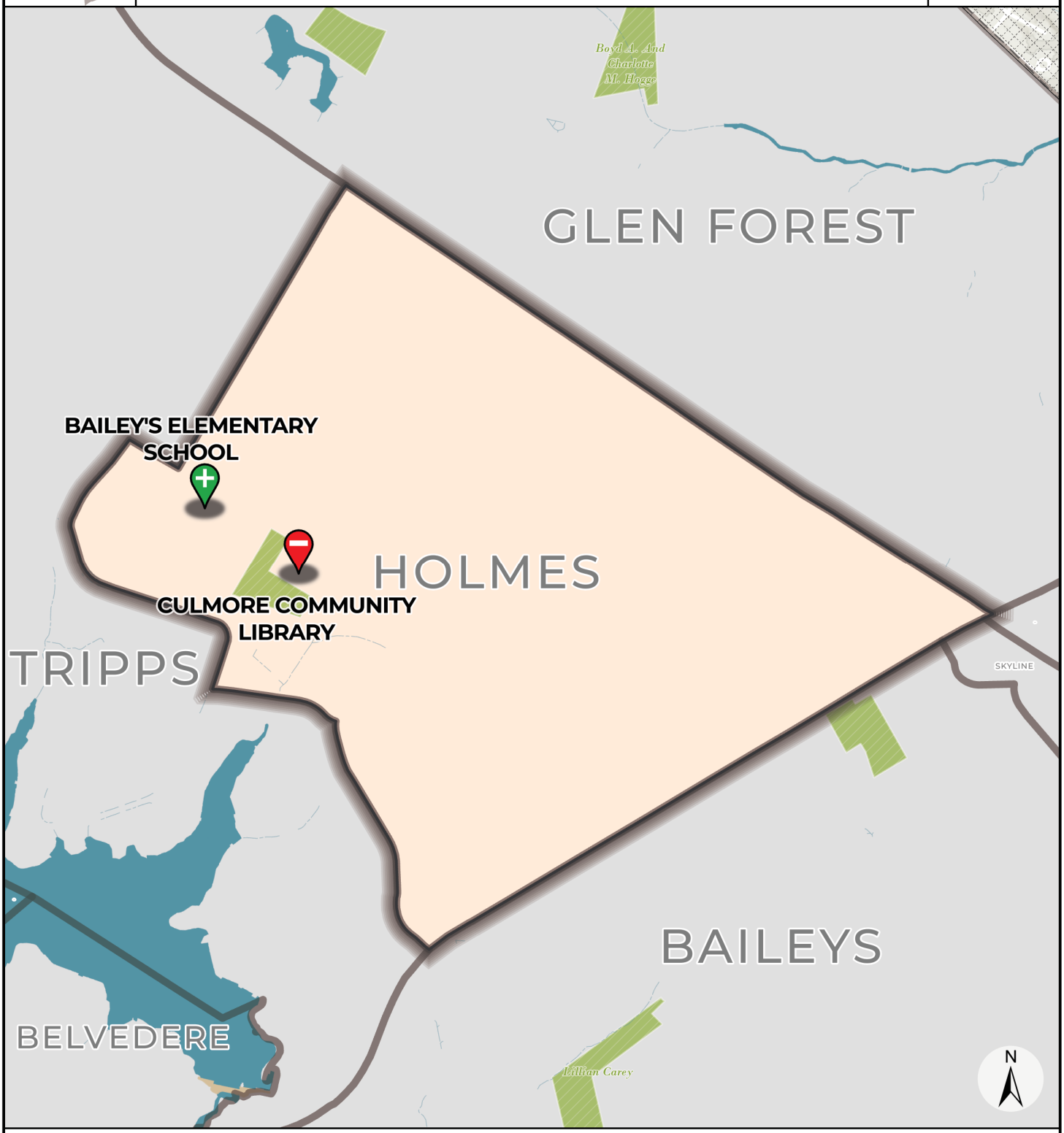
POLLING PLACE: ~~Culmore Community Library~~ Bailey's Elementary School
~~6101~~ 6111 Knollwood Dr, Falls Church

NOTES:
Established July 2011
Precinct combined Holmes No. 1 and Holmes No. 2 – July 2011
Precinct re-divided – November 2014
Polling place moved – December 2015
Senatorial and House Districts changed – December 2021
Precinct combined Holmes #1 and Holmes #2 – March 2022
Precinct boundary adjusted to create Tripps precinct – March 2022
Polling place renamed – July 2024
Emergency relocation of polling place – February 2026
Polling place relocated – May 2026

Commonwealth of Virginia

County of Fairfax

Mason District



Current Precinct Name, Polling Place and Address:

506 HOLMES, Culmore Community Library, 6101 Knollwood Dr.

Proposed Precinct Name, Polling Place and Address:

506 HOLMES, Bailey's Elementary School, 6111 Knollwood Dr.

May 2026

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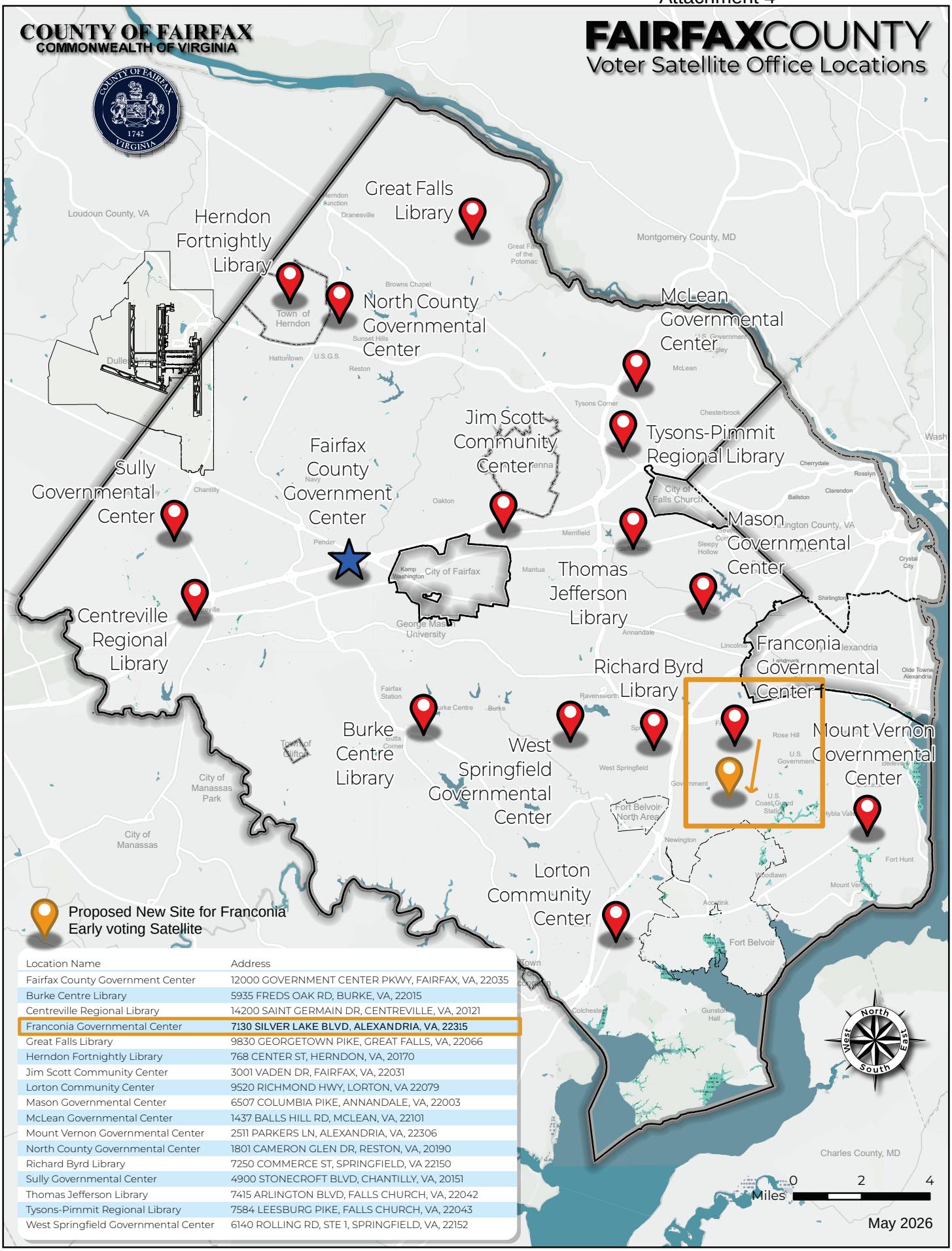
Miles



Location Name	Address
Fairfax County Government Center	12000 GOVERNMENT CENTER PKWY, FAIRFAX, VA, 22035
Burke Centre Library	5935 FREDS OAK RD, BURKE, VA, 22015
Centreville Regional Library	14200 SAINT GERMAIN DR, CENTREVILLE, VA, 20121
Franconia Governmental Center	7130 SILVER LAKE BLVD, ALEXANDRIA, VA, 22315
Great Falls Library	9830 GEORGETOWN PIKE, GREAT FALLS, VA, 22066
Herndon Fortnightly Library	768 CENTER ST, HERNDON, VA, 20170
Jim Scott Community Center	3001 VADEN DR, FAIRFAX, VA, 22031
Lorton Community Center	9520 RICHMOND HWY, LORTON, VA 22079
Mason Governmental Center	6507 COLUMBIA PIKE, ANNANDALE, VA, 22003
McLean Governmental Center	1437 BALLS HILL RD, MCLEAN, VA, 22101
Mount Vernon Governmental Center	2511 PARKERS LN, ALEXANDRIA, VA, 22306
North County Governmental Center	1801 CAMERON GLEN DR, RESTON, VA, 20190
Richard Byrd Library	7250 COMMERCE ST, SPRINGFIELD, VA 22150
Sully Governmental Center	4900 STONECROFT BLVD, CHANTILLY, VA, 20151
Thomas Jefferson Library	7415 ARLINGTON BLVD, FALLS CHURCH, VA, 22042
Tysons-Pimmit Regional Library	7584 LEESBURG PIKE, FALLS CHURCH, VA, 22043
West Springfield Governmental Center	6140 ROLLING RD, STE 1, SPRINGFIELD, VA, 22152

AN ORDINANCE AMENDING AND READOPTING FAIRFAX COUNTY CODE SECTIONS 7-2-13 AND 7-3-2 TO RELOCATE A PRECINCT IN THE MASON DISTRICT AND RELOCATE A VOTER SATELLITE OFFICE

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 7-2-13 and 7-3-2 to Relocate a Precinct in the Mason District and Relocate a Voter Satellite Office

Draft of April 14, 2026

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

1. **That Sections 7-2-13, and 7-3-2 of the Fairfax County Code are amended and readopted, as follows:**

ARTICLE 2. – Election Districts for the Board of Supervisors.

Section 7-2-13. – General Provisions.

All references to election precincts refer to those precincts, together with the descriptions and maps of the boundaries and polling places for each of those precincts, which were adopted by the Board of Supervisors on March 24, 2003, as amended on March 8, 2004, March 21, 2005, March 27, 2006, March 26, 2007, September 10, 2007, March 10, 2008, January 12, 2009, March 9, 2010, July 27, 2010, April 26, 2011, July 26, 2011, January 10, 2012, July 10, 2012, March 19, 2013, July 9, 2013, November 18, 2014, June 23, 2015, December 8, 2015, July 12, 2016, July 11, 2017, March 20, 2018, December 4, 2018, April 9, 2019, December 3, 2019, March 24, 2020, March 23, 2021, June 22, 2021, December 7, 2021, March 8, 2022, June 7, 2022, March 7, 2023, December 5, 2023, March 19, 2024, June 25, 2024, January 14, 2025; ~~and~~ June 24, 2025, and May 5, 2026, kept on file with the clerk to the Board of Supervisors. Whenever a road, a stream, or other physical feature describes the boundary of a precinct, the center of such road, stream, or physical feature is the dividing line between that precinct and any adjoining precinct.

ARTICLE 3. – Voter Satellite Offices.

Section 7-3-2. – County Voter Satellite Offices.

Voter satellite offices are hereby established at the following locations:

(a) Burke Centre Library
5935 Fred Oaks Road, Burke, Virginia 22015

(b) Centreville Regional Library
14200 Saint Germain Drive, Centreville, Virginia 20121

(c) Franconia Governmental Center
~~6121 Franconia Road, Alexandria, Virginia 22310~~
7130 Silver Lake Boulevard, Alexandria, Virginia 22315

(d) Great Falls Library
9830 Georgetown Pike, Great Falls, Virginia 22066

(e) Herndon Fortnightly Library
768 Center Street, Herndon, Virginia 20170

(f) Jim Scott Community Center
3001 Vaden Drive, Fairfax, Virginia 22031

(g) Lorton Community Center
9520 Richmond Highway, Lorton, Virginia 22079

(h) Mason Governmental Center
6507 Columbia Pike, Annandale, Virginia 22003

(i) McLean Governmental Center
1437 Balls Hill Road, McLean, Virginia 22101

(j) Mount Vernon Governmental Center
2511 Parkers Lane, Alexandria, Virginia 22306

(k) North County Governmental Center
1801 Cameron Glen Drive, Reston, Virginia 20190

(l) Richard Byrd Library
7250 Commerce Street, Springfield, Virginia 22150

(m) Sully Governmental Center
4900 Stonecroft Boulevard, Chantilly, Virginia 20151

(n) Thomas Jefferson Library
7415 Arlington Boulevard, Falls Church, Virginia 22042

(o) Tysons-Pimmit Regional Library
7584 Leesburg Pike, Falls Church, Virginia 22043

(p) West Springfield Governmental Center
6140 Rolling Road, Springfield, Virginia 22152

2. That the election polling place for the following existing precinct is established at:

Supervisor District	Precinct	Polling Place
Mason	Holmes (Polling Place Moved)	From: Culmore Community Library 6101 Knollwood Dr. Falls Church, VA 22041 To: Bailey's Elementary School 6111 Knollwood Dr. Falls Church, VA 22041

3. That this ordinance shall become effective upon adoption, and that clauses 1 and 2 shall be given effect after completion of the procedures set forth in Virginia Code § 24.2-129(D).

4. That the Clerk for the Board of Supervisors will send a certified copy of this ordinance to the Fairfax County Electoral Board, and staff from the Office of Elections will send a copy of this ordinance to the Virginia Department of Elections.

GIVEN under my hand this _____ day of _____, 2026

_____
Jill G. Cooper
Clerk for the Board of Supervisors
Department of Clerk Services