

COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
REGULAR MEETING
August 8, 2023

The Henrico County Board of Supervisors convened a regular meeting on Tuesday, August 8, 2023, at 7:00 p.m. in the Board Room, Administration Building, Henrico County Government Center, Parham and Hungary Spring Roads, Henrico County, Virginia.

Members of the Board Present:

Frank J. Thornton, Chairman, Fairfield District
Tyrone E. Nelson, Vice-Chairman, Varina District
Thomas M. Branin, Three Chopt District
Patricia S. O'Bannon, Tuckahoe District
Daniel J. Schmitt, Brookland District

Other Officials Present:

John A. Vithoukias, County Manager
Andrew R. Newby, County Attorney
Tanya N. Brackett, CMC, Assistant to the County Manager/Clerk to the Board
Michael Y. Feinmel, Deputy County Manager for Public Safety
W. Brandon Hinton, Deputy County Manager for Administration
Monica Smith-Callahan, Deputy County Manager for Community Affairs
Cari M. Tretina, Deputy County Manager/Chief of Staff
Steven J. Yob, Deputy County Manager for Community Operations
Benjamin A. Sheppard, Director of Public Relations

Jeanetta Lee, Chaplain for the Henrico County Police Division, delivered the invocation.

On motion of Mrs. O'Bannon, seconded by Mr. Branin, the Board approved the minutes of the July 25, 2023, Regular and Special Meetings.

The vote of the Board was as follows:

Yes: Thornton, Nelson, Branin, O'Bannon, Schmitt

No: None

MANAGER'S COMMENTS

Mr. Vithoukias recognized Billy Moffett, CPTED Planner for the Police Division and the team of County employees involved in achieving recertification of the County as a Certified Crime Prevention Community from the Virginia Department of Criminal Justice Services. Mr. Moffett explained the Certified Crime Prevention Community Program was created to publicly recognize and certify localities that implement a defined set of community safety strategies as part of a comprehensive community safety and crime prevention effort. To obtain the rigorous achievement of certification and recertification every three years, a locality must meet 12 core community safety strategies (including specific goals and

objectives) augmented by a minimum of seven approved optional strategies for a total of 19 strategies. The strategies span efforts by seven County agencies represented here today, including: Police, Henrico County Public Schools, the Commonwealth's Attorney's Office, Mental Health and Developmental Services, the Juvenile and Domestic Relations District Court, Social Services, and Community Revitalization.

These agencies develop goals and objectives and track the progress of completion throughout the three-year cycle. Leading this effort is our Community Service unit that constantly monitors each strategy, collects data, and assists agencies with the write-ups we provide as proof of completion to DCJS. For this recertification, Community Officer Meggin Burts led the write-up and submission effort. On Thursday, May 11, the Police Division attended the Criminal Justice Services Board meeting downtown to defend our submission for recertification. This is the County's sixth recertification since its initial certification in 2003. Mr. Moffett concluded by stating Henrico is one of only 10 Virginia localities that holds this certification. He recognized Ms. Tina Sumpter and Mr. Todd Clingenpeel from DCJS to better explain the program. Ms. Sumpter explained how difficult it is to achieve the recertification.

BOARD OF SUPERVISORS' COMMENTS

Mr. Schmitt thanked our public safety officials and the entire County for the events of National Night Out that were spread throughout the County.

RECOGNITION OF NEWS MEDIA

There were no media present for the meeting.

PRESENTATION

222-23 Resolution - Commending Kenneth Perry.

On motion of Mrs. O'Bannon, seconded by Mr. Schmitt, and by unanimous vote, the Board approved this item – see attached resolution.

Mr. Vithoukias announced he and Mrs. O'Bannon will be making the presentation at the Rotary meeting on Wednesday morning.

PUBLIC HEARINGS – REZONING CASES AND PROVISIONAL USE PERMITS

135-23 DG Virginia CS, LLC: Request for a Provisional Use Permit under
PUP2022- Sections 24-4205 and 24-2306 of Chapter 24 of the County Code to allow a
00017 solar array on Parcel 857-689-8404 located on the south line of Charles
Varina City Road approximately 650' east of the intersection of Elko Road (State
 Route 156).

Mr. Vithoukias announced the applicant has requested a deferral to the September 12, 2023, meeting.

No one from the public spoke in opposition to this item.

On motion of Mr. Nelson, seconded by Mr. Branin, and by unanimous vote, the Board deferred this item to September 12, 2023, meeting.

The vote of the Board was as follows:

Yes: Thornton, Nelson, Branin, O'Bannon, Schmitt

No: None

Mr. Vithoukas announced there was a companion item on the general agenda and requested the Board move the item up to vote on the deferral.

GENERAL AGENDA

146-23 Resolution - SIA2022-00002 - DG Virginia CS, LLC - Not Substantially in Accord with 2026 Comprehensive Plan - Varina District.

On motion of Mr. Nelson, seconded by Mrs. O'Bannon, and by unanimous vote, the Board deferred this item to the September 12, 2023, meeting.

The vote of the Board was as follows:

Yes: Thornton, Nelson, Branin, O'Bannon, Schmitt

No: None

PUBLIC HEARINGS - REZONING CASES AND PROVISIONAL USE PERMITS CONT'D

115-22 Markel | Eagle Advisors, LLC: Request to conditionally rezone from A-1
REZ2022- Agricultural District to R-5AC General Residence District (Conditional)
00002 part of Parcels 733-778-7649 and 734-777-3893 containing 46.599 acres
Three Chopt located at the southwest intersection of Pouncey Tract Road (State Route
271) and Wyndham West Drive.

Mr. Vithoukas announced the applicant has requested a deferral to the September 12, 2023, meeting.

No one from the public spoke in opposition to this item.

On motion of Mr. Branin, seconded by Mr. Nelson, and by unanimous vote, the Board deferred this item to the September 12, 2023, meeting.

The vote of the Board was as follows:

Yes: Thornton, Nelson, Branin, O'Bannon, Schmitt

No: None

193-23
PUP2023-
00007
Brookland

Marshall Land Company, LLC: Request for a Provisional Use Permit under Sections 24-4205 and 24-3708 of Chapter 24 of the County Code to allow a multi-family residential apartment building on Parcel 777-735-3798 located on the south line of Jacque Street approximately 330' west of Dabney Road.

No one from the public spoke in opposition to this item.

On motion of Mr. Schmitt, seconded by Mrs. O'Bannon, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item subject to the following conditions:

1. **Master Plan.** The master plan for the property shall consist of all layout, architectural, site plan and streetscape documents submitted as part of this request (see case file). All development on the property shall be in general conformance with the master plan, unless otherwise approved at the time of Plan of Development review. Setbacks may be reduced from those otherwise required in the M-3 District, but in no case shall they be less than shown on the Master Plan. The following documents are included in the master plan:
 - a. the "Colored Site Plan – Option 1" showing internal parking garage, dated April 24, 2023;
 - b. the "Colored Site Plan – Option 2" showing external parking garage, dated April 24, 2023;
 - c. the "Typical Building Elevations", dated March 16, 2023;
 - d. the "Parking Garages – Garage Images", dated July 24, 2023;
 - e. the "Streetscapes" dated May 10, 2023; and
 - f. the "Site Plan", dated May 19, 2023.
2. **Height Limitations.** Buildings shall be limited to 100' in height.
3. **Architectural Design.** Any building on the property shall be designed in general conformance with the architectural themes displayed in "Typical Building Elevations" dated March 16, 2023 prepared by Poole & Poole Architecture, LLC, a copy of which is attached.
4. **Materials.** Any building on the property shall be a combination of any of the following: masonry, stone, architectural metal, architectural concrete, class, EIFS, and cementitious siding. No vinyl siding shall be used. Alternate materials may be allowed if requested by Owner and specifically approved by the Director of Planning upon a finding that such materials are of equivalent quality, function or manufacture to those specifically enumerated above.

5. **Reservation of Future Right of Way or Access Easement.** The plan of development shall provide for the ability to construct a future roadway (public or private) along the property's western and eastern roadways to create additional access between properties to the south of the subject property. Evidence of necessary easements shall be provided prior to final plan of development approval in a form approved by the Director of Planning.
6. **Sidewalks and Street Lights.** Sidewalks and streetlights shall be provided along all public street frontages and internal drives and roads, in addition to those areas indicated on the master plan in a manner determined at the time of POD review.
7. **POD Supplementary Submittal Requirements.** With each Plan of Development application for a portion of the Property, the Owner shall prepare and submit to the Director of Planning the following (the "POD Supplements"):
 - a. Streetscape & Landscape Plan, which shall include, as applicable, all hardscaping, vegetative screening, streetscape plantings, foundation plantings, and any other landscape elements required by the Director of Planning.
 - b. Lighting Plan; and
 - c. Pedestrian Connection Plan, which shall include all improvements designed to facilitate pedestrian circulation and connectivity.
 - d. Each of the POD Supplements shall be reviewed for general conformance with the Master Plan. Deviations may be approved by the Director of Planning in connection with any subsequent Plan of Development, subdivision approval, or any other variation permitted by the Director upon a finding that the variations are generally in keeping with the spirit and concept of the Master Plan.
8. **Emergency Communication Systems.** The owner shall install a fire command center and emergency radio communication equipment within any new building exceeding 60 feet in height to allow for adequate public safety and radio coverage within and between the buildings. A communications consultant shall certify such equipment as compatible with the County's emergency communication system within 90 days of the owner or tenant obtaining a Certificate of Occupancy for any such building. The County shall be permitted to perform communications testing within the buildings at any time.
9. **Fire Protection.** All structures, including parking structures, other than open, standalone parking garages, shall be fully sprinkled for fire protection.

10. **Fire Protection-Structured Parking.** A 3" standpipe for fire protection shall be provided within all structured parking at approximately 200' intervals. The exact location of these improvements will be determined by the Division of Fire during Plan of Development review.
11. **Crime Prevention.** Prior to occupancy, the applicant and the Crime Prevention Unit of the Police Division shall conduct a security survey of the property. The applicant shall implement mutually agreed upon security recommendations.
12. **Parking Plan.** Parking may be reduced in accordance with the parking plan titled "4115 Jacque Street Parking Analysis", dated March 31, 2023, but shall in no case be less than the number of provided spaces as shown in Table 1 of the reference document. Any plan of development submitted for the property shall include a tabulation of all parking required per a licensed engineer's determination. Shared parking information, including updates to the parking calculations demonstrating the parking rate is meeting the needs of approved development on the property, shall be provided with each plan of development, or as requested by the Director of Planning. Each plan of development submitted shall identify the location and means of creating additional parking that could accommodate the difference between the reduced parking standard approved by this permit and the standards contained in the Henrico County Code.
13. **Amenities.** Amenities for any multi-family development shall include both outdoor and indoor amenities and services which shall include (a) for the outdoor areas, at least 4 or more of the following: pool, courtyard panoramic deck (overlooking pool and courtyard), dog park, fire pits, grilling stations, outdoor kitchens, fountains, benches and sitting areas, pergolas and covered areas, courtyards and open spaces, and such other amenities as approved at the time of Plan of Development, and (b) for the indoor spaces, at least 4 or more of the following: party room (with bar, seating space and televisions), great room (event room) with seating and bar, bike storage with bike working station, game room (with games such as shuffleboard, table tennis, and video games), pet wash area, package center, gift wrapping station, fitness center, yoga and group exercise room, cyber cafe, business center and meeting space (conference area), storage units, rooftop lounge, indoor basketball and gym area, and such other amenities as approved at the time of Plan of Development. Amenities shall be phased as approved at the time of the Plan of Development review.
14. **Residential Density and Unit Size.** There shall be no more than 241 dwelling units developed on the property. All units shall be two or less bedrooms, with the exception of 12 units allowed to be no more than 3 bedrooms.

15. **Residential Recycling Facilities.** Recycling shall be provided for the multi-family development for so long as the County either provides or sponsors some form of recycling. Outside recycling and refuse collection area(s) provided shall comply with the requirements set forth in Section 24-4427 of the Zoning Ordinance.

16. **Prohibited Uses.** The following uses shall be prohibited as part of the master-planned development:
 - a. Adult uses
 - b. Crematory or funeral home
 - c. Shooting range, indoor
 - d. Alternative lending institutions
 - e. Auction house

17. **Streetscape.** Development of streetscapes shall be in general conformance with the streetscape exhibits titled "Streetscapes", dated May 10, 2023. The landscape strip identified on the "Streetscapes" exhibit shall be no less than 5 feet wide, unless otherwise approved at the time of Plan of Development.

18. **Parking Garage.** Development of the parking garage façade shall be in general conformance with the exhibit titled "Parking Garages – Garage Images", dated July 24, 2023.

19. **Site Plan.** Development of the subject property shall be in general conformance with the "Site Plan", dated May 19, 2023, including a 24' wide access lane along the southern property boundary.

The vote of the Board was as follows:

Yes: Thornton, Nelson, Branin, O'Bannon, Schmitt

No: None

223-23
PUP2023-
00008
Fairfield

Jack Fleming: Request for a Provisional Use Permit under Sections 24-4205, 24-4326, and 24-2306 of Chapter 24 of the County Code to allow coffee roasting on Parcel 782-745-0889 located on the east line of Lakeside Avenue (State Route 161) approximately 50' north of its intersection with Ginter Street.

No one from the public spoke in opposition to this item.

On motion of Mr. Nelson, seconded by Mrs. O'Bannon, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item subject to the following conditions:

1. **Permitted Use.** In addition to those uses permitted in the B-2 Business District, this permit will only allow the following:
 - a. coffee roasting and sale of associated coffee products
2. **Retail.** Retail operations of any business associated with the roasting and sale of coffee products must occur a minimum of 1 day a week Monday through Friday, as well as at least one Saturday or Sunday per month.
3. **Roasting.** This permit shall limit coffee roasting to between the hours of 8:00 am to 5:00 pm.
4. **Site Improvement.** Within 90 days of the approval of this permit, the applicant must submit a site plan for review showing, at a minimum:
 - a. The screening of the existing dumpster on the property constructed in a manner meeting the requirements of Sec. 24-4428 of the zoning ordinance, unless otherwise approved at the time of site plan review.
 - b. A minimum of two landscaped areas along the site's Lakeside Avenue frontage. Such landscaped areas may include landscaped islands or planter boxes installed in a manner determined at the time of site plan review.

The vote of the Board was as follows:

Yes: Thornton, Nelson, Branin, O'Bannon, Schmitt

No: None

224-23
REZ2023-
00021
Varina

401 South, LLC: Request to conditionally rezone from R-3 One-Family Residence District to R-4AC One-Family Residence District (Conditional) Parcel 821-720-0509 containing 2.34 acres located at the southwest intersection of South Street and Dale Street.

No one from the public spoke in opposition to this item.

On motion of Mr. Nelson, seconded by Mrs. O'Bannon, and by unanimous vote, the Board followed the recommendation of the Planning Commission and accepted the following amended proffered conditions:

- 1.) **Concept Plan.** The property shall be developed similar to the attached concept plan with a minimum lot width of 63 feet or as otherwise approved at the time of Final Subdivision review, entitled York Manor Subdivision, by Ratchet Designs, dated February 1, 2023.

- 2.) **Density.** No more than nine (9) residential dwelling units shall be constructed on the property.
- 3.) **Railroad Buffer.** A 33-foot natural buffer shall be retained adjacent to the railroad at the time of the granting of the initial certificate or occupancy.
- 4.) **Driveways.** All driveways shall be exposed aggregate, stamped or smooth concrete, asphalt or other similar material as approved by the Director of Planning.
- 5.) **House Foundations.** All exposed foundations shall be brick or stone to include front steps, stoops and porch piers. Garages shall also maintain a 12" brick or stone wrap. Each house shall be on a crawl space foundation, except for garages.
- 6.) **Lighting.** Pedestrian scale lighting shall be provided. Such lighting shall be non-glare, decorative in style, residential in character, and shall be provided at a minimum in the front yard.
- 7.) **Minimum House Size.** All houses shall have a minimum finished floor area of 1200 square feet.
- 8.) **Exterior Materials.** The exterior wall surfaces (except for exposed foundations, trim, and architectural treatments) of all houses shall be constructed of brick, stone, vinyl, hardiplank, or a combination of the forgoing, or unless otherwise approved by the Director of Planning. Each of the units shall have partial brick or stone fronts. Partial brick or stone shall mean no less than one-fourth of the front elevation, excluding the foundation shall be brick or stone.
- 9.) **Home Design.** No two (2) houses in a row shall be identical. House elevations shall resemble those shown on Exhibit "A," dated July 24, 2023, which offers a variety of housing options. House detail elements shall vary by architectural design, but may include gabled roofs, decorative window shutters on fronts, and front porches.
- 10.) **Roofing Materials.** Roofing materials shall have a minimum 25-year life and associated warranty.
- 11.) **Landscaping.** Each home shall have shrubs or ornamental ground cover along the front foundation as approved at the time of subdivision review.
- 12.) **Cantilevered Features.** There shall be no cantilevered features including, but not limited to, bay windows and chimneys.
- 13.) **Underground Utilities.** Except for junction boxes, meters, pedestal transformers, and existing overhead utility lines, or for technical or environmental reasons, all utility lines shall be underground.

- 14.) **Hours of Construction.** The hours of exterior construction, including operation of bulldozers and other earth-moving equipment, shall be between 7:00 a.m. and 7:00 p.m., Monday through Friday, and 8:00 a.m. and 5:00 p.m., on Saturday, except in emergencies or where unusual circumstances require extending the specific hours in order to complete work, such as concrete pours or utility connections. Signs, in both English and Spanish, stating the above-referenced provisions, shall be posted and maintained at all entrances to the property prior to any land disturbance activities thereon. There will be no Sunday construction.
- 15.) **Sound Mitigation.** Rear exterior walls of dwellings adjacent to the railroad right-of-way shall have a minimum sound transmission coefficient rating of 55. A cross sectional detail, reviewed and approved by a certified architect or engineer, as to the methodology accomplishing the sound coefficient rating shall be included in the building permit application.
- 16.) **Severance.** The unenforceability, elimination, revision or amendment of any proffer set forth herein, in whole or in part, shall not affect the validity or enforceability of the other proffers or the unaffected part of any such proffer.

The vote of the Board was as follows:

Yes: Thornton, Nelson, Branin, O'Bannon, Schmitt

No: None

225-23
PUP2023-
00011
Varina

The Marsoby Company: Request for a Provisional Use Permit under Section 24-4315.E of Chapter 24 of the County Code to allow a 24-hour operation of a convenience store with fuel sales and car wash on Parcel 823-720-9629 located on the east line of S. Airport Drive (State Route 156) approximately 390' north of its intersection with Eastpark Court.

Susan Smith, a representative for the applicant, responded to Mr. Nelson about concerns from the public with the sale of tobacco and vape products being sold across the street from Highland Springs High School. Mr. Nelson asked Jean Moore, Assistant Director of Planning, if there was anything the County could do to stop the advertisement of tobacco products in the store windows. Mrs. Moore explained the permit conditions do not control the content of the signs but can place limits on the location and size of signs in windows.

Mr. Branin asked Joe Emerson, Director of Planning, to clarify the language previously used in proffered conditions to control the sale of smoking products. Mr. Emerson responded and, with Andrew Newby, County Attorney, offered additional information on staff's review of controls on tobacco and vape products next to schools in the County.

Mr. Nelson requested Mrs. Smith to ask Royal Farms to watch the video of the meeting and share his concerns, and to restrict the sale of tobacco and vape products to underage residents. He invited them to attend his Community Meeting on Thursday. Mrs. Smith stated they are committed to being a good neighbor.

Reverend Monique Kelley voiced concerns with how the students at Highland Springs High School will cut class or leave school to go to Royal Farms in the middle of the day to get food. She wanted to know what the County will do to make sure the kids are kept safe. Mr. Nelson clarified that Royal Farms was already entitled to operate at that location as a matter of right, and the Board was only voting on the provisional use permit to extend their operational hours from midnight to 6:00 a.m.

On motion of Mr. Nelson, seconded by Mr. Schmitt, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item subject to the following conditions:

1. This permit applies to the operation of an automobile filling station, convenience store, and accessory car wash on parcel 823-720-9629. Any car wash located on the property must not operate between 11:00 pm and 6:00 am.
2. The installation of pay phones and skill video games are prohibited.
3. Any outdoor speakers and/or sound systems must comply with the following standards:
 - a. Sound systems must be equipped with controls that permit full and complete volume control;
 - b. Sound(s) emitted from the system must not be audible beyond the distance of one hundred (100) feet measured from the source; and
 - c. Any music being played over any outside speaker system must be prohibited from 11:00 pm until 6:00 am, unless the use of music during those hours is: (1) not plainly audible inside the confined of the dwelling unit, house, or apartment of another person; and (2) not plainly audible in residential areas at least fifty (50) or more feet from the outside.
4. Prior to the issuance of a building permit, the applicant/owner/operator must submit a paper and digital copy of a security plan for review and approval by the Chief of Police. The security plan must contain the information below. The applicant/owner/operator must be implemented the mutually agreed upon crime prevention measures:
 - a. Standard operating procedures pertaining to employees, facility security, security personnel and all other crime prevention

measures (including: a security alarm, placement and views of interior and exterior security cameras, physical security measures (door locks, hinges, access control (ex. keycard access)), landscaping, lighting, etc., and describe how the security plan is designed to reduce crime from occurring during the proposed extended hours of operation.

- b. Trespassing enforcement authorization for the Henrico County Police Division, including the placement of "No Trespassing" signage.
5. Prior to the issuance of a certificate of occupancy, the applicant/owner/operator must meet with the Henrico County Police Division to ensure security measures are in place, as described in the approved security plan.
6. The applicant/owner/operator must be responsible for the installation, operation, and maintenance of a functioning security camera and video system of professional grade and quality and rated for the surveillance of interior and exterior retail operations. This security plan must, at a minimum, include:
 - a. Exterior surveillance cameras must monitor all entrance(s), fueling station(s), parking area(s), delivery area(s), and other areas determined necessary by the Crime Prevention Unit of the Division of Police. Such security cameras must provide clear imagery of the establishment's patrons and their vehicles.
 - b. Recording of all activities under surveillance must be preserved for a period of one (1) month by the applicant or owner/operator. Authorized representatives of the Henrico County Division of Police must have full and complete access to all recordings upon request.
7. Store windows must not be tinted or obscured by advertisements, posters, blinds, and/or visual obstructions that inhibit or hinder exterior surveillance. The installation and use of light blocking devices during daylight hours must be permissible if approved by the Crime Prevention Unit of the Division of Police.
8. The applicant/owner/operator must provide adequate lighting for the entrances, exits, and parking areas service the use or location. "Adequate lighting" means lighting sufficient for clear, visual, and security camera surveillance.
9. The owner or operator must not permit loitering on the premises during hours of operation.
10. Should evidence (i.e., phone calls to the premises, complaints from other businesses, criminal assaults, etc.) or registered complaints (i.e.,

increased public nuisance, loitering, excessive noise, etc.) indicate that extended hours of operation are having adverse effects on the area, the Board of Supervisors may hold a public hearing to consider revoking the PUP, or amending all or some conditions.

11. The only permitted public entrance to the property must be located along S. Airport Drive.
12. The applicant must construct a security-grade fence separating the site from adjacent properties in a manner approved at the time of Plan of Development.

The vote of the Board was as follows:

Yes: Thornton, Nelson, Branin, O'Bannon, Schmitt

No: None

PUBLIC HEARINGS – OTHER ITEMS

226-23 Resolution - Amendments to FY 2023-24 Annual Fiscal Plan - July/August 2023 - Refund of Excess Real Estate Taxes.

No one from the public spoke in opposition to this item.

On motion of Mr. Branin, seconded by Mr. Nelson, and by unanimous vote, the Board approved this item – see attached resolution.

227-23 Ordinance - To Add Article VIII Titled "Commercial Property Assessed Clean Energy (C-PACE) Financing Program" to Chapter 6 of the Code of the County of Henrico to Opt Into the Statewide C-PACE Financing Program Sponsored by the Commonwealth Department of Energy.

No one from the public spoke in opposition to this item.

On motion of Mr. Nelson, seconded by Mr. Branin, and by unanimous vote, the Board approved this item – see attached ordinance.

228-23 Ordinance - To Amend and Reordain Section 10-28 Titled "Definitions," Section 10-34 Titled "Erosion and sediment control plan requirements for VESCP land-disturbing activities," Section 10-35 Titled "Stormwater management plan requirements for VSMP and CBPA land-disturbing activities," and Section 10-42 Titled "General Construction Permit requirements" of the Code of the County of Henrico to Conform to 2023 Changes in State Law Regarding Stormwater Management.

No one from the public spoke in opposition to this item.

On motion of Mr. Nelson, seconded by Mr. Schmitt, and by unanimous vote, the Board approved this item – see attached ordinance.

229-23 Ordinance - To Amend and Reordain Section 20-357 Titled "Application required" and Section 20-370 Titled "Penalty for failure to file return or pay tax; interest on unpaid tax" of the Code of the County of Henrico to Conform to Changes in State Law Regarding Local License Taxes.

No one from the public spoke in opposition to this item.

On motion of Mrs. O'Bannon, seconded by Mr. Nelson, and by unanimous vote, the Board approved this item – see attached ordinance.

230-23 Resolution - Signatory Authority - Lease of Rooftop at the Eastern Henrico Recreation Center for Solar Power - Sun Tribe Solar, LLC - Fairfield District.

No one from the public spoke in opposition to this item.

On motion of Mr. Nelson, seconded by Mr. Branin, and by unanimous vote, the Board approved this item – see attached resolution.

231-23 Resolution - Signatory Authority - Utility Easement and Right of Entry for ACE Center Expansion - Dominion Energy Virginia - 8350 Hermitage High Boulevard - Brookland District.

No one from the public spoke in opposition to this item.

On motion of Mr. Schmitt, seconded by Mrs. O'Bannon, and by unanimous vote, the Board approved this item – see attached resolution.

232-23 Resolution - Signatory Authority - Abandonment of Access Road - Conveyance of Access Road and 1401 Eastridge Road to the Economic Development Authority - Tuckahoe District.

Cari Tretina, Deputy County Manager and Chief of Staff clarified the C-1 rezoning necessary for the economic development for this property at the request of the Manager and a question from Mrs. O'Bannon.

No one from the public spoke in opposition to this item.

On motion of Mrs. O'Bannon, seconded by Mr. Schmitt, and by unanimous vote, the Board approved this item – see attached resolution.

233-23 Resolution - Signatory Authority - Quitclaim of Portions of Utility Easements - John Rolfe Parkway - Shire Walk Subdivision - Tuckahoe District.

No one from the public spoke in opposition to this item.

On motion of Mrs. O'Bannon, seconded by Mr. Nelson, and by unanimous vote, the Board approved this item – see attached resolution.

PUBLIC COMMENTS

There were no comments from the public.

GENERAL AGENDA CONT'D

234-23 Resolution - Award of Solar Power Purchase Agreement - Sun Tribe Solar, LLC - Eastern Henrico Recreation Center - Fairfield District.

Jamie Massie, Director of General Services, responded to questions from Mr. Branin regarding the number of buildings in the County with Solar Panels throughout General Government and Schools; he also recognized Carrie Webster, Energy Manager who was present for the meeting.

On motion of Mr. Branin, seconded by Mrs. O'Bannon, and by unanimous vote, the Board approved this item – see attached resolution.

235-23 Resolution - Approval of FY 2024 and FY 2025 Community Services Board Performance Contract - Virginia Department of Behavioral Health and Developmental Services and Henrico Area Mental Health & Developmental Services Board.

On motion of Mrs. O'Bannon, seconded by Mr. Schmitt, and by unanimous vote, the Board approved this item – see attached resolution.

236-23 Resolution - Award of Contract - Pouncey Tract Park - Pickleball and Parking Expansion - Three Chopt District.

On motion of Mr. Branin, seconded by Mr. Nelson, and by unanimous vote, the Board approved this item – see attached resolution.


237-23 Resolution - Award of Contract - Hidden Creek Park and Adams Elementary School Stream Restoration - Fairfield and Varina Districts.

On motion of Mr. Nelson, seconded by Mr. Branin, and by unanimous vote, the Board approved this item – see attached resolution.

238-23 Resolution - Award of Contract - Annual Contract for Paver Laid Full Depth Reclamation - Countywide.

On motion of Mr. Nelson, seconded by Mr. Branin, and by unanimous vote, the Board approved this item – see attached resolution.

There being no further business, the meeting was adjourned at 8:25 p.m.



Chairman, Board of Supervisors
Henrico County, Virginia



COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 222-23

Page No. 1 of 2

Agenda Title: RESOLUTION - Commending Kenneth Perry

For Clerk's Use Only: Date: <u>8/8/2023</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	BOARD OF SUPERVISORS ACTION Moved by (1) <u>O'Bannon</u> Seconded by (1) <u>Schmitt</u> (2) _____ (2) _____	YES NO OTHER _____
	REMARKS: <div style="font-size: 2em; text-align: center; font-weight: bold;">APPROVED</div>	Branin, T. <input checked="" type="checkbox"/> _____ Nelson, T. <input checked="" type="checkbox"/> _____ O'Bannon, P. <input checked="" type="checkbox"/> _____ Schmitt, D. <input checked="" type="checkbox"/> _____ Thornton, F. <input checked="" type="checkbox"/> _____

WHEREAS, The Virginia Machinery & Well Company, Inc. was founded in 1915, by Charles F. Cole as a commercial and industrial water-well drilling and water supply contractor and distributor for pumps, piping, and well supplies; and

WHEREAS, by the early 1930's the company expanded into wholesale plumbing and heating distribution; and

WHEREAS, Julian Perry joined the business in 1923 serving as the company's bookkeeper and gained the trust of Mr. Cole; and

WHEREAS, in 1954, Mr. Cole became Chairman of the Board, choosing Julian Perry as his successor for President/CEO; and


WHEREAS, one year later, Julian Perry hired his son, Kenneth Perry, and the company launched its first expansion by opening the first satellite branch office in South Hill, Virginia, in 1965; and

WHEREAS, in 1967 after a fire, a new location and new facility were built, and by 1968, the company's headquarters, showroom, counter store, and central distribution center were located at 4201 Jacque Street, Henrico, Virginia; and

WHEREAS, in 1970, the company abbreviated its name to VAMAC; and

WHEREAS, for the past 40 years VAMAC, has expanded to over 20 locations and was honored in 2017 with the Legacy Award for 50 years in Henrico from the Economic Development Authority; and

WHEREAS, Kenneth Perry has served for over 50 years with the West Richmond Rotary Club and is the only member to hold perfect attendance and the longest tenured Club President; and

By Agency Head _____ By County Manager 

Copy to: _____

Certified: _____
A Copy Teste: _____
Clerk, Board of Supervisors

Date: _____

**COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS**

Agenda Title: RESOLUTION – Commending Kenneth Perry

WHEREAS, Mr. Perry has received numerous awards with the West Richmond Rotary Club: Parkinson Award Winner (1984); International Youth Exchange; Rotary International Benefactor; and Multiple Paul Harris Awards; and

WHEREAS, Mr. Perry has been actively involved in his community by serving as President of the Windsor Foundation, the Richmond Symphony, and Henricus Park.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Henrico County, Virginia, joins the County Manager in commending Kenneth Perry for his dedicated public service to the County, the West Richmond Rotary Club, and the community.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors shall prepare a copy of this resolution for presentation to Mr. Perry as a sincere expression of the County's appreciation and respect for his extraordinary loyalty and diligence as a valued member of the West Richmond Rotary Club.

Resolution



OF THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA

Commending Kenneth Perry

WHEREAS, The Virginia Machinery & Well Company, Inc. was founded in 1915, by Charles F. Cole as a commercial and industrial water-well drilling and water supply contractor and distributor for pumps, piping, and well supplies; and

WHEREAS, by the early 1930's the company expanded into wholesale plumbing and heating distribution; and

WHEREAS, Julian Perry joined the business in 1923 serving as the company's bookkeeper and gained the trust of Mr. Cole; and

WHEREAS, in 1954, Mr. Cole became Chairman of the Board, choosing Julian Perry as his successor for President/CEO; and

WHEREAS, one year later, Julian Perry hired his son, Kenneth Perry, and the company launched its first expansion by opening the first satellite branch office in South Hill, Virginia, in 1965; and

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COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Title: RESOLUTION - Amendment to FY 2023-24 Annual Fiscal Plan - July/August 2023 - Refund of Excess Real Estate Taxes

<p>For Clerk's Use Only:</p> <p>Date: <u>8/8/2023</u></p> <p><input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to:</p>	<p>BOARD OF SUPERVISORS ACTION</p> <p>Moved by (1) <u>Branin</u> Seconded by (1) <u>Nelson</u> (2) _____ (2) _____</p> <p>REMARKS: APPROVED</p>	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">YES</th> <th style="text-align: center;">NO</th> <th style="text-align: center;">OTHER</th> </tr> </thead> <tbody> <tr> <td>Branin, T.</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Nelson, T.</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>O'Banion, P.</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Schmid, J.</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Thorpe, F.</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>		YES	NO	OTHER	Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nelson, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	O'Banion, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Schmid, J.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Thorpe, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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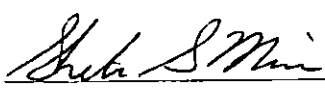

WHEREAS, the Board of Supervisors of the County of Henrico, Virginia, held a public hearing on August 8, 2023, to consider a proposed amendment to the Annual Fiscal Plan for FY 2023-24 to refund excess real estate tax receipts; and,

WHEREAS, those citizens who appeared and wished to speak were heard.

NOW, THEREFORE, BE IT RESOLVED by the Board that the Annual Fiscal Plan for FY 2023-24 is amended and the following funds are appropriated and allocated for expenditure in the amounts and for the purpose indicated.

OPERATING FUNDS

FUND 0101 - GENERAL FUND - General Operating Fund		
Department 32 - Non-Departmental		
32001	- Non-Departmental	\$ 11,200,000
0000 00000	- To appropriate funding of \$11,200,000 to return surplus real estate tax revenues to Henrico taxpayers. This action is part of a tax relief plan that will pay qualified taxpayers two cents per hundred dollars of assessed property value to provide support for Henrico citizens and businesses in the midst of rapid property value increases. Funding will come from the fund balance in the General Fund.	
TOTAL GENERAL FUND		\$ 11,200,000
Total Amendments/Appropriations		\$ 11,200,000

By Agency Head  By County Manager 

Copy to: _____

Certified: _____
A Copy Teste: _____
Clerk, Board of Supervisors

Date: _____



**COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE**

Agenda Item No. 227-23

Page No. 1 of 1

Agenda Title: ORDINANCE — To Add Article VIII Titled “Commercial Property Assessed Clean Energy (C-PACE) Financing Program” to Chapter 6 of the Code of the County of Henrico to Opt Into the Statewide C-PACE Financing Program Sponsored by the Commonwealth Department of Energy

<p>For Clerk's Use Only:</p> <p>Date: <u>8/8/2023</u></p> <p><input checked="" type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p><input type="checkbox"/> Amended</p> <p><input type="checkbox"/> Deferred to:</p>	<p>BOARD OF SUPERVISORS ACTION</p> <p>Moved by (1) <u>Nelson</u> Seconded by (1) <u>Branin</u></p> <p>(2) _____ (2) _____</p> <p>REMARKS: APPROVED</p>	<table border="0"> <tr> <td></td> <td align="center">YES</td> <td align="center">NO</td> <td align="center">OTHER</td> </tr> <tr> <td>Branin, T.</td> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>Nelson, T.</td> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>O'Bannon, P.</td> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>Schmitt, D.</td> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>Thornton, F.</td> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </table>		YES	NO	OTHER	Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nelson, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	O'Bannon, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Schmitt, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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After a duly advertised public hearing, the Board of Supervisors of Henrico County, Virginia, adopted the attached ordinance.

Comments: The Environmental Committee recommends approval of the Board paper, and the County Manager concurs.

By Agency Head [Signature] By County Manager [Signature]

Copy to: _____

Certified: _____
A Copy Teste: _____
Clerk, Board of Supervisors

Date: _____

ORDINANCE — To Add Article VIII Titled “Commercial Property Assessed Clean Energy (C-PACE) Financing Program” to Chapter 6 of the Code of the County of Henrico to Opt Into the Statewide C-PACE Financing Program Sponsored by the Commonwealth Department of Energy

This Board paper would opt into the statewide Commercial Property Assessed Clean Energy (C-PACE) Financing Program sponsored by the Virginia Department of Energy. The Program would allow commercial property owners in the County to invest in seven categories of improvements, such as renewable energy and stormwater management equipment, through private loans secured by a voluntary special assessment on the improved property. No County funds would be used in the Program.

The Environmental Committee recommends approval of the Board paper, and the County Manager concurs:

BLACKLINE

ORDINANCE — To Add Article XI Titled “Commercial Property Assessed Clean Energy (C-PACE) Financing Program” to Chapter 6 of the Code of the County of Henrico to Opt Into the Statewide C-PACE Financing Program Sponsored by the Commonwealth Department of Energy

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA:

1. That sections 6-231 through 6-249 be reserved and Article XI be added to Chapter 6 of the Code of the County of Henrico as follows:

Article XI

Commercial Property Assessed Clean Energy (C-PACE) Financing Program

Sec. 6-250. Purpose.

The purpose of this article is to create “The County of Henrico Commercial Property Assessed Clean Energy (C-PACE) Financing Program” to operate in coordination with the statewide C-PACE program, all in accordance with Code of Virginia, § 15.2-958.3 (the “C-PACE Act”). The local and statewide C-PACE programs, working together, will facilitate Loans made by Capital Providers to Property Owners of Eligible Properties to finance Eligible Improvements thereon. Subject to the limitations set forth in this article, 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 a voluntary special assessment lien on the Property that is the subject of such Loan.

Sec. 6-251. Definitions.

For purposes of this article, the following terms have the following meanings:

(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 will be attached as Exhibit B to the C-PACE Program Agreement.

(b) *Capital Provider* means (i) 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 (ii) the current holder of a C-PACE Loan.

(c) *County* means the County of Henrico, Virginia.

(d) Clerk's Office means the Office of the Clerk of the Circuit Court of the County of Henrico, Virginia.

(e) Commonwealth means the Commonwealth of Virginia.

(f) Board of Supervisors means the Board of Supervisors of the County of Henrico, Virginia.

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

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

(i) 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 will be recorded in the Clerk's Office to evidence each amendment to the C-PACE Loan and the C-PACE Lien.

(j) 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.

(k) 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.

(l) 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.

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

(n) 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.

(o) C-PACE Loan or Loan means a loan from a Capital Provider to finance a Project, in accordance with the Program Guidelines.

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

(q) C-PACE Program means the program established by the County through this article, 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 Property to secure the C-PACE Loan.

(r) C-PACE Program Agreement means the agreement executed among the Property Owner, the County, the Treasurer, 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 (and if so assigned, also a consent of the Treasurer to such assignment). The C-PACE Program Agreement will be substantially in the form attached as Appendix A to this article.

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

(t) Eligible Improvements 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 article and the Program Guidelines. Eligible Improvements includes types of authorized improvements added by the General Assembly of Virginia to the C-PACE Act after the date of adoption of this article, without need for a conforming amendment of this article. In addition to the elaboration on the types of Eligible Improvements provided in Sec. 6-252(a) 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 or Property means all assessable commercial real estate located within the County, with all buildings located or to be located thereon, whether vacant or occupied, improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the County, excluding (i) a residential dwelling with fewer than five (5) units, and (ii) a residential condominium as defined in Code of Virginia, § 55.1-2100. Common areas of real estate owned by a cooperative or a property owners' association described in Code of Virginia, Title 55.1, Subtitle IV (§ 55.1-1800 et seq.), that have a separate real property tax identification number are Eligible Properties. Eligible Properties are 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 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 will be substantially in the form attached as Appendix B to this article.

(aa) Program Administrator means the 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 article, 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 will also be included among the Program Fees.

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

(dd) Program Manager means the County Manager or such person designated in writing by the County Manager to (i) supervise the County's C-PACE Program and participation in the Statewide Program, (ii) act as liaison with the Program Administrator, and (iii) advise the Program Administrator as to who will sign the C-PACE Documents to which the Locality is a party on the Locality's behalf. If the employee of the County who customarily signs agreements for the Locality is not the person designated as Program Manager, then references in this article and in the C-PACE Documents to the Program Manager signing certain C-PACE Documents on behalf of the Locality will 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 (i) the Property Owner(s) of Eligible Property who voluntarily obtain(s) a C-PACE Loan from a Capital Provider in accordance with the Program Guidelines, or (ii) a successor in title to the Property Owner.

(gg) Property Owner Certification means a notarized certificate from Property Owner, certifying that (i) 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, (ii) that the Property Owner is not insolvent or in bankruptcy proceedings, and (iii) 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.

(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 article, the Locality Agreement, the C-PACE Documents, and the Program Guidelines.

(ii) Treasurer means the County's director of finance.

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

(kk) Code of Virginia means the Code of Virginia of 1950, as amended.

(ll) Virginia Energy means the Virginia Department of Energy.

Sec. 6-252. C-PACE Program; Eligible Improvements.

(a) C-PACE Program. The C-PACE Program will 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 Eligible Improvements may be financed with a C-PACE Loan:

(1) 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;

(2) 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;

(3) Renewable energy production 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;

(4) Resiliency improvements which increase 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:

- a. Flood mitigation or the mitigation of the impacts of flooding;**
- b. Inundation adaptation;**
- c. Natural or nature-based features and living shorelines, as defined in Code of Virginia, § 28.2-104.1;**
- d. 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;**
- e. Microgrids;**
- f. Energy storage; and**
- g. Enhancement of the resilience capacity of a natural system, structure, or infrastructure;**

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

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

- a. Improvements that promote indoor air and water quality;
- b. Asbestos remediation;
- c. Lead paint removal; and
- d. Mold remediation;

(7) Soil or groundwater remediation;

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

(9) Construction, renovation, or retrofitting of a Property directly related to the accomplishment of any purpose listed in subsections (1) – (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 a part of, the construction of a new structure or building to be financed with a C-PACE Loan; and

(10) Any other category of improvement (i) approved by the Program Administrator with the consent of the Program Manager as qualifying for financing under the Statewide Program, in accordance with the C-PACE Act (including amendments thereto which authorize additional types of Eligible Improvements), or (ii) added by the General Assembly of Virginia to the C-PACE Act after the date of adoption of this article, without need for a conforming amendment of this article. 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 for the construction, development, and consulting costs directly related to Eligible Improvements, including without limitation, the cost of labor, materials, machinery, equipment, plans, specifications, due diligence studies, consulting services (e.g., engineering, energy, financial, and legal), program fees, C-PACE Loan fees, capitalized interest, interest reserves, and C-PACE transaction underwriting and closing costs.

(c) Program applications; prioritization. The Program Administrator will 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.

Sec. 6-253. C-PACE Loan requirements; Program Fees; reporting; Program Administrator; Program Guidelines.

(a) Source of Loans. C-PACE Loans will be originated by Capital Providers. The County and/or its respective governmental entities will have no obligation to originate or guarantee any C-PACE Loans.

(b) C-PACE Loan Amount thresholds. The minimum Loan Amount that may be financed for each Project is \$50,000. 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.

(c) C-PACE Loan refinancing or reimbursement. The Program Administrator may approve a Loan application submitted within two (2) 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.

(d) C-PACE Loan interest. The interest rate of a C-PACE Loan will be as set forth in the C-PACE Documents.

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

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

(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 article, the C-PACE Act, or the C-PACE Program Agreement. To the extent of any conflict, this article, the C-PACE Act, and the C-PACE Program Agreement will prevail.

(h) C-PACE Program Agreement. In order to participate in the C-PACE Program, Property Owner, and Capital Provider must 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 Treasurer is also authorized to execute the C-PACE Program Agreement without further action by the Board of Supervisors. The C-PACE Program Agreement will be 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 article, 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 is 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 will be serviced by the Program Administrator. Nothing herein prevents 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 Sec. 6-254(e).

(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, will 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 must (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) constitutes 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 the Program Fees charged to participating Property Owners, together with any funds budgeted by the General Assembly of Virginia 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 the compensation of a third-party Program Administrator. The amount(s) of the Program Fees will be set forth in the Program Guidelines. Program Fees may be changed by the Program Manager from time to time and only apply to C-PACE Loans executed after the date the revised fees are adopted.

(m) *Locality Agreement.* The County opts 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 does 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 will 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.

Sec. 6-254. 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 will 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 will be in the Loan Amount, but will 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 a C-PACE Lien Certificate in the Loan Amount, but will 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 will be attached thereto as an exhibit. The Program Manager is authorized to, and will promptly, execute the C-PACE Lien 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 will cause the recordation of the C-PACE Lien Certificate in the Land Records.

(c) *Priority.* The C-PACE Lien will have the same priority as a real property tax lien against real property, except that it will have priority over any previously recorded mortgage or deed of trust lien on the Property 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 Lien Certificate in the Land Records, and (ii) prior to the recording of the C-PACE Lien Certificate, Property Owner has delivered an executed Property Owner Certification to the County in connection with the C-PACE Loan closing. Only the current C-PACE Payment and any Delinquent Payments will constitute a first lien on the Property. The C-PACE Lien will run with the land and that portion of the C-PACE Lien under the C-PACE Program Agreement that has not yet become due will 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, will 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 a C-PACE Loan. The C-PACE Amendment will be recorded in the Land Records.

(e) *Enforcement and collection costs.* In the event of Property Owner's default under the terms of the C-PACE Documents, the County, acting by and through the Treasurer, 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 Code of Virginia, Title 58.1, Chapter 39, Article 4. If the County elects not to enforce the C-PACE Lien, which election must 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, acting by and through the Treasurer, 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 will, 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

Code of Virginia, Title 58.1, Chapter 39, including the institution of suit in the name of the County and its Treasurer, 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 and its Treasurer, will have the status of "Special Counsel to the County and its Treasurer" and an "attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Code of Virginia, §§ 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 Code of Virginia, Title 58.1, Chapter 39, Article 4. The County, on its behalf and on behalf of the Treasurer, waives its right to require such legal counsel to post the optional bond described in Code of Virginia, § 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 Code of Virginia, 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 will 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 Code of Virginia, §§ 58.1-3974 and 58.1-3975.

Sec. 6-255. 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 by otherwise participating in the C-PACE Program and the Statewide Program, the Property Owner, Capital Provider, contractor, or other party or participant acknowledge and agree, 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 undertakes no obligations under the C-PACE Program and the Statewide Program except as expressly stated herein or in the C-PACE Program Agreement; (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 Payment, C-PACE Lien, or other obligation arising from any C-PACE Document, the C-PACE Act, or this article are 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 any C-PACE Document, the C-PACE Act, or this article 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, Project, Capital Provider, 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 must, upon request, provide the County with any information associated with a Project or a 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 participant under the C-PACE Program, must comply with all applicable requirements of the Program Guidelines.

Sec. 6-256. Severability.

The provisions of this article 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 article or provision to any person or circumstance is invalid, it is the intent of the Board of Supervisors that the remaining provisions of this article will not be affected by that decision and continue in full force and effect.

2. The Appendices attached to this Ordinance are incorporated by reference.
3. That this ordinance will be in full force and effect on and after its passage as provided by law.

**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 HENRICO, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County"); the **DIRECTOR OF FINANCE OF HERNICO COUNTY, VIRGINIA** (the "Treasurer"); _____, 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 6, Article XI, 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 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, acting through its Treasurer, 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, acting through its Treasurer, 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 or its Treasurer, 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;

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(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 or its Treasurer, 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 and its Treasurer at the following address[es]:

County:

Treasurer:

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, acting by and through the Treasurer, 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, acting through its Treasurer, 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, acting by and through the Treasurer, 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 its Treasurer, 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 and its Treasurer, shall have the status of "Special Counsel to the County and its Treasurer" 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, on its behalf and on behalf of the Treasurer, 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(A)(7) of the C-PACE Act.

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(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, their 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.

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(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:

[Address]

If to the Property Owner:

[Address]

If to the Capital Provider:

[Address]

If to the Program Administrator:

[Address]

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 its Treasurer, 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

Appendix A

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, its Treasurer, the Property Owner and the Capital Provider have each caused this Agreement to be executed on the date(s) entered below:

COUNTY OF HENRICO, VIRGINIA

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

APPROVED AS TO FORM:

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

DIRECTOR OF FINANCE OF HENRICO COUNTY

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)

**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 Henrico, 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 enforce the C-PACE Lien OR delegate enforcement of the C-PACE Lien to a third party 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) 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:

County of Henrico, Virginia,
Post Office Box 90775
Henrico, Virginia 23273-0775
Attention: _____

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 HENRICO,
VIRGINIA**

By: _____
Name: John A. Vithoukas
Title : County Manager
Date: _____

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

[VIRGINIA ENERGY – LOCALITY AGREEMENT
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)

EXHIBIT 2

NAME AND ADDRESS OF PROGRAM ADMINISTRATOR

Virginia PACE Authority
249 Richmond Rd.
Williamsburg, VA 23185
Attention: Abigail C. Johnson, Executive Director

EXHIBIT 3

PROGRAM GUIDE

(See attached)

(100508661.6)



**COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE**

Agenda Item No. **228-23**



Page No. 1 of 1

Agenda Title: ORDINANCE — To Amend and Reordain Section 10-28 Titled “Definitions,” Section 10-34 Titled “Erosion and sediment control plan requirements for VESCP land-disturbing activities,” Section 10-35 Titled “Stormwater management plan requirements for VSMP and CBPA land-disturbing activities,” and Section 10-42 Titled “General Construction Permit requirements” of the Code of the County of Henrico to Conform to 2023 Changes in State Law Regarding Stormwater Management

For Clerk's Use Only: Date: <u>8/8/2023</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	BOARD OF SUPERVISORS ACTION Moved by (1) <u>Nelson</u> Seconded by (1) <u>Schmitt</u> (2) _____ (2) _____	YES NO OTHER _____ _____ _____
	REMARKS: APPROVED	Branin, T. <input checked="" type="checkbox"/> _____ Nelson, T. <input checked="" type="checkbox"/> _____ O'Bannon, P. <input checked="" type="checkbox"/> _____ Schmitt, D. <input checked="" type="checkbox"/> _____ Thornton, F. <input checked="" type="checkbox"/> _____

After a duly advertised public hearing, the Board of Supervisors of Henrico County, Virginia, adopted the attached ordinance.

Comments: The Director of Public Works recommends approval of the Board paper, and the County Manager concurs.

By Agency Head  By County Manager 

Copy to: _____
 Certified: _____
 A Copy Teste: _____ Clerk, Board of Supervisors
 Date: _____

ORDINANCE — To Amend and Reordain Section 10-28 Titled “Definitions,” Section 10-34 Titled “Erosion and sediment control plan requirements for VESCP land-disturbing activities,” Section 10-35 Titled “Stormwater management plan requirements for VSMP and CBPA land-disturbing activities,” and Section 10-42 Titled “General Construction Permit requirements” of the Code of the County of Henrico to Conform to 2023 Changes in State Law Regarding Stormwater Management

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA:

1. That Section 10-28 of the Code of the County of Henrico be amended and reordained as follows:

Sec. 10-28. Definitions.

• • • •

Agreement in lieu of an erosion and sediment control plan means a contract executed by the administrator and the owner in lieu of an erosion and sediment control plan for construction of a (i) single-family residence or (ii) farm building or structure on a parcel of land with a total impervious cover percentage, including the impervious cover from the farm building or structure to be constructed, of less than five percent, which specifies conservation measures to be used during construction.

Agreement in lieu of a stormwater management plan means a contract between the VSMP authority and the owner or permittee that specifies methods that shall be implemented to comply with the requirements of the VSMP for the construction of a (i) single-family residence or (ii) farm building or structure on a parcel of land with a total impervious cover percentage, including the impervious cover from the farm building or structure to be constructed, of less than five percent; such contract may be executed by the VSMP authority in lieu of a stormwater management plan.

• • • •

Farm building or structure means the same as that term is defined in Code of Virginia, § 36-97 and also includes any building or structure used for agritourism activity, as defined in Code of Virginia, § 3.2-6400, and any related impervious surfaces including roads, driveways, and parking areas.

• • • •

2. That Section 10-34 of the Code of the County of Henrico be amended and reordained as follows:

Sec. 10-34. Erosion and sediment control plan requirements for VESCP land-disturbing activities.

. . . .

- (c) An agreement in lieu of an erosion and sediment control plan may be substituted for an ESC plan when the VESCP land-disturbing activity results from the construction of a (i) single-family residential structures, including additions or modifications to an existing single-family detached residential structures, or (ii) farm building or structure on a parcel of land with a total impervious cover percentage, including the impervious cover from the farm building or structure to be constructed, of less than five percent.
- (d) A certificate of competence shall not be required for persons carrying out an agreement in lieu of a plan for construction of a single-family residence. However, if a violation occurs during the land-disturbing activity, then the person responsible for carrying out the agreement in lieu of a plan shall correct the violation and provide the name of an individual holding a certificate of competence. Failure to provide the name of an individual holding a certificate of competence shall be a violation of this article.

3. That Section 10-35 of the Code of the County of Henrico be amended and reordained as follows:

Sec. 10-35. Stormwater management plan requirements for VSMP and CBPA land-disturbing activities.

- (a) A SWM plan must be prepared for VSMP land-disturbing activities and CBPA land-disturbing activities. However, an agreement in lieu of a stormwater management plan may be substituted for a SWM plan when the VSMP land-disturbing activity results from the construction of a (i) single-family residence or (ii) farm building or structure on a parcel of land with a total impervious cover percentage, including the impervious cover from the farm building or structure to be constructed, of less than five percent.

. . . .

4. That Section 10-42 of the Code of the County of Henrico be amended and reordained as follows:

Sec. 10-42. General Construction Permit requirements.

. . . .

- (b) All VSMP land-disturbing activities must satisfy the following requirements:

(1) The owner must submit a GCP application/registration statement to the administrator; however, in accordance with § 62.1-44.15:28 of the Code of Virginia, no registration statement is required for the **a small construction activity, as defined in Code of Virginia, § 62.1-44.15:24, involving of a single-family detached residential structure, within or outside a common plan of development or sale;**

• • • •

• • • •

5. That this ordinance will be in full force and effect on and after its passage as provided by law.



**COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE**

Agenda Item No. **229-23**

Page No. 1 of 1

Agenda Title: ORDINANCE — To Amend and Reordain Section 20-357 Titled “Application required” and Section 20-370 Titled “Penalty for failure to file return or pay tax; interest on unpaid tax” of the Code of the County of Henrico to Conform to Changes in State Law Regarding Local License Taxes

<p>For Clerk's Use Only:</p> <p>Date: <u>8/8/2023</u></p> <p><input checked="" type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p><input type="checkbox"/> Amended</p> <p><input type="checkbox"/> Deferred to:</p>	<p>BOARD OF SUPERVISORS ACTION</p> <p>Moved by (1) <u>O'Bannon</u> Seconded by (1) <u>Nelson</u></p> <p>(2) _____ (2) _____</p> <p>REMARKS: APPROVED</p>	<table border="0"> <thead> <tr> <th></th> <th>YES</th> <th>NO</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>Branin, T.</td> <td align="center">✓</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Nelson, T.</td> <td align="center">✓</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>O'Bannon, P.</td> <td align="center">✓</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Schmitt, D.</td> <td align="center">✓</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Thornton, F.</td> <td align="center">✓</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>		YES	NO	OTHER	Branin, T.	✓	_____	_____	Nelson, T.	✓	_____	_____	O'Bannon, P.	✓	_____	_____	Schmitt, D.	✓	_____	_____	Thornton, F.	✓	_____	_____
	YES	NO	OTHER																							
Branin, T.	✓	_____	_____																							
Nelson, T.	✓	_____	_____																							
O'Bannon, P.	✓	_____	_____																							
Schmitt, D.	✓	_____	_____																							
Thornton, F.	✓	_____	_____																							

After a duly advertised public hearing, the Board of Supervisors of Henrico County, Virginia, adopted the attached ordinance.

Comments: The Director of Finance recommends approval of the Board paper, and the County Manager concurs.

By Agency Head By County Manager

Copy to: _____

Certified: _____
A Copy Teste: _____
Clerk, Board of Supervisors

Date: _____

ORDINANCE — To Amend and Reordain Section 20-357 Titled “Application required” and Section 20-370 Titled “Penalty for failure to file return or pay tax; interest on unpaid tax” of the Code of the County of Henrico to Conform to Changes in State Law Regarding Local License Taxes

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA:

1. That Section 20-357 of the Code of the County of Henrico be amended and reordained as follows:

Sec. 20-357. Application required.

Each person shall must apply for a license prior to beginning business or no later than March 1 of the current license year if he filed a license application during the preceding license year. The application shall must be on forms prescribed by the assessing official, which forms and accompanying communications must clearly set out the due date for the application and the amount of any penalty to be charged for late filing of the application, the underpayment of estimated tax, and late payment of tax.

2. That Section 20-370 of the Code of the County of Henrico be amended and reordained as follows:

Sec. 20-370. Penalty for failure to file return or pay tax; interest on unpaid tax.

If any license tax is not filed and paid within the times provided for in this article, the following penalties and interest shall will be assessed:

(1) A penalty of ten percent of the tax shall will be imposed upon the failure to file an application or the failure to pay a tax by the due date. Only the late filing penalty shall will be imposed by the assessing official if both the application and payment are late; however, both penalties shall will be assessed if the taxpayer has previously failed to comply with filing or payment deadlines. Any penalty imposed shall will be assessed on the day after the payment or filing was due and shall will become a part of the tax. The penalties shall will not be imposed or if imposed shall will be abated by the official who assessed them, if the failure to file or pay was not the fault of the taxpayer or was the fault of the official who assessed them. In order to demonstrate lack of fault, the taxpayer must show that he acted responsibly and that the failure was due to events beyond his control.

The term "acted responsibly," as used in this section, means that: (i) the taxpayer exercised the level of reasonable care that a prudent person would exercise under the circumstances in determining the filing and payment obligations for the business and (ii) the taxpayer undertook significant steps to avoid or mitigate the failure, such as requesting appropriate extensions (where applicable), attempting to prevent a

foreseeable impediment, acting to remove an impediment once it occurred, and promptly rectifying a failure once the impediment was removed or the failure discovered.

The term "events beyond the taxpayer's control" includes, but is not limited to, the unavailability of records due to fire or other casualty; the unavoidable absence (e.g., due to death or serious illness) of the person with the sole responsibility for tax compliance; or the taxpayer's reasonable reliance in good faith upon erroneous written information from the assessing official, who was aware of the relevant facts relating to the taxpayer's business when he provided the erroneous information.

(2) Interest ~~shall~~ **will** be charged on the late payment of the tax from the due date until the date paid without regard to fault or other reason for the late payment. Interest ~~shall~~ **will** accumulate on such sums owed at a rate of ten percent per annum, commencing on the first day following the day such taxes are due. No interest ~~shall~~ **will** be charged on a late payment if the late payment is made not more than 30 days from the due date of the tax.

(3) No interest ~~shall~~ **will** accrue on an adjustment of estimated tax liability to actual liability at the conclusion of a base year if such adjustment is paid within 30 days of its assessment.

(4) Any bill issued by the director of finance or other collecting official that includes, and any communication from the assessing official that imposes, a penalty or interest pursuant to this section will separately state the total amount of tax owed, the amount of any interest assessed, and the amount of any penalty imposed.

3. That this ordinance will be in full force and effect on and after its passage as provided by law.



**COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE**

Agenda Item No. **230-23**
Page No. 1 of 1

Agenda Title: RESOLUTION — Signatory Authority — Lease of Rooftop at the Eastern Henrico Recreation Center for Solar Power — Sun Tribe Solar, LLC — Fairfield District

For Clerk's Use Only: Date: <u>9/8/2023</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to:	BOARD OF SUPERVISORS ACTION Moved by (1) <u>Nelson</u> Seconded by (1) <u>Branin</u> (2) _____ (2) _____ REMARKS: APPROVED	<table border="1"> <tr> <th></th> <th>YES</th> <th>NO</th> <th>OTHER</th> </tr> <tr> <td>Branin, T.</td> <td align="center">✓</td> <td></td> <td></td> </tr> <tr> <td>Nelson, T.</td> <td align="center">✓</td> <td></td> <td></td> </tr> <tr> <td>O'Bannon, P.</td> <td align="center">✓</td> <td></td> <td></td> </tr> <tr> <td>Schmitt, D.</td> <td align="center">✓</td> <td></td> <td></td> </tr> <tr> <td>Thornton, F.</td> <td align="center">✓</td> <td></td> <td></td> </tr> </table>		YES	NO	OTHER	Branin, T.	✓			Nelson, T.	✓			O'Bannon, P.	✓			Schmitt, D.	✓			Thornton, F.	✓		
	YES	NO	OTHER																							
Branin, T.	✓																									
Nelson, T.	✓																									
O'Bannon, P.	✓																									
Schmitt, D.	✓																									
Thornton, F.	✓																									

WHEREAS, the County owns the Eastern Henrico Recreation Center at 1440 N. Laburnum Avenue; and,

WHEREAS, Sun Tribe Solar, LLC ("Sun Tribe") desires to lease space on the rooftop to install solar panels and associated equipment, and the County desires to lease the space to Sun Tribe; and,

WHEREAS, Sun Tribe will be the sole owner of the solar panels and associated equipment and will operate and maintain them to produce electric power for sale to the County during the term of the lease; and,

WHEREAS, the initial term of the lease will be 25 years, commencing on the solar system commercial operation date, and the annual rent for the lease will be \$1.00 per year; and,

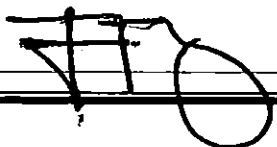
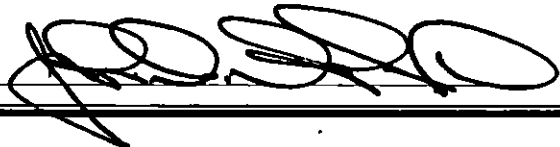
WHEREAS, Sun Tribe and the County, by mutual agreement, may extend the initial lease period for up to two successive periods of five years at the same rent of \$1.00 per year; and,

WHEREAS, this resolution was advertised pursuant to Va. Code §§ 15.2-1800 and 15.2-1813, and a public hearing was held on August 8, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that:

1. The County Manager is authorized to execute a lease for space on the rooftop of the Eastern Henrico Recreation Center to Sun Tribe Solar, LLC, in a form approved by the County Attorney, under the terms set forth above; and,
2. The County Manager, or his designee, is authorized to execute any other documents necessary for the leasing of the rooftop of this facility in accordance with the terms set forth above.

Comments: The Directors of General Services, Recreation and Parks, and Real Property recommend approval of the Board paper; the County Manager concurs.

By Agency Head _____  _____
 By County Manager _____  _____

Copy to: _____
 Certified: _____
 A Copy Teste: _____ Clerk, Board of Supervisors
 Date: _____



COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 231-23

Page No. 1 of 1

Agenda Title: RESOLUTION — Signatory Authority — Utility Easement and Right of Entry for ACE Center Expansion — Dominion Energy Virginia — 8350 Hermitage High Boulevard — Brookland District

For Clerk's Use Only:

Date: 8/8/2023

- Approved
- Denied
- Amended
- Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) Schmitt Seconded by (1) O'Bannon
(2) _____ (2) _____

REMARKS: **APPROVED**

YES NO OTHER

Branin, T.	<input checked="" type="checkbox"/>	___	___
Nelson, T.	<input checked="" type="checkbox"/>	___	___
O'Bannon, P.	<input checked="" type="checkbox"/>	___	___
Schmitt, D.	<input checked="" type="checkbox"/>	___	___
Thornton, F.	<input checked="" type="checkbox"/>	___	___

WHEREAS, Dominion Energy Virginia (“Dominion”) has agreed to construct and install underground electric facilities on County property known as 8350 Hermitage High Boulevard, GPIN 767-754-5387 (the “Property”) for the County’s expansion of the Advanced Career Education Center at Hermitage (the “ACE Center”); and,


WHEREAS, Dominion requires a permanent 15-foot non-exclusive utility easement on the Property, which easement area is shown in bold broken lines on the plat attached as Exhibit A (the “Easement Area”); and,


WHEREAS, Dominion also requires a right of entry to enter upon the Easement Area to clear trees and construct and install underground transmission lines and transformers in the Easement Area; and,

WHEREAS, this resolution was advertised, and a public hearing was held on August 8, 2023, pursuant to Va. Code §§ 15.2-1800 and 15.2-1813.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that the Chairman is authorized to execute utility easement and right of entry agreements, in forms approved by the County Attorney, allowing Dominion to install underground transmission lines and transformers and enter upon the Property for the County’s expansion of the ACE Center at 8350 Hermitage High Boulevard.

Comments: The Director of Real Property recommends approval of the Board paper; the County Manager concurs.

By Agency Head 

By County Manager 

Certified:
A Copy Teste: _____
Clerk, Board of Supervisors

Copy to: _____

Date: _____

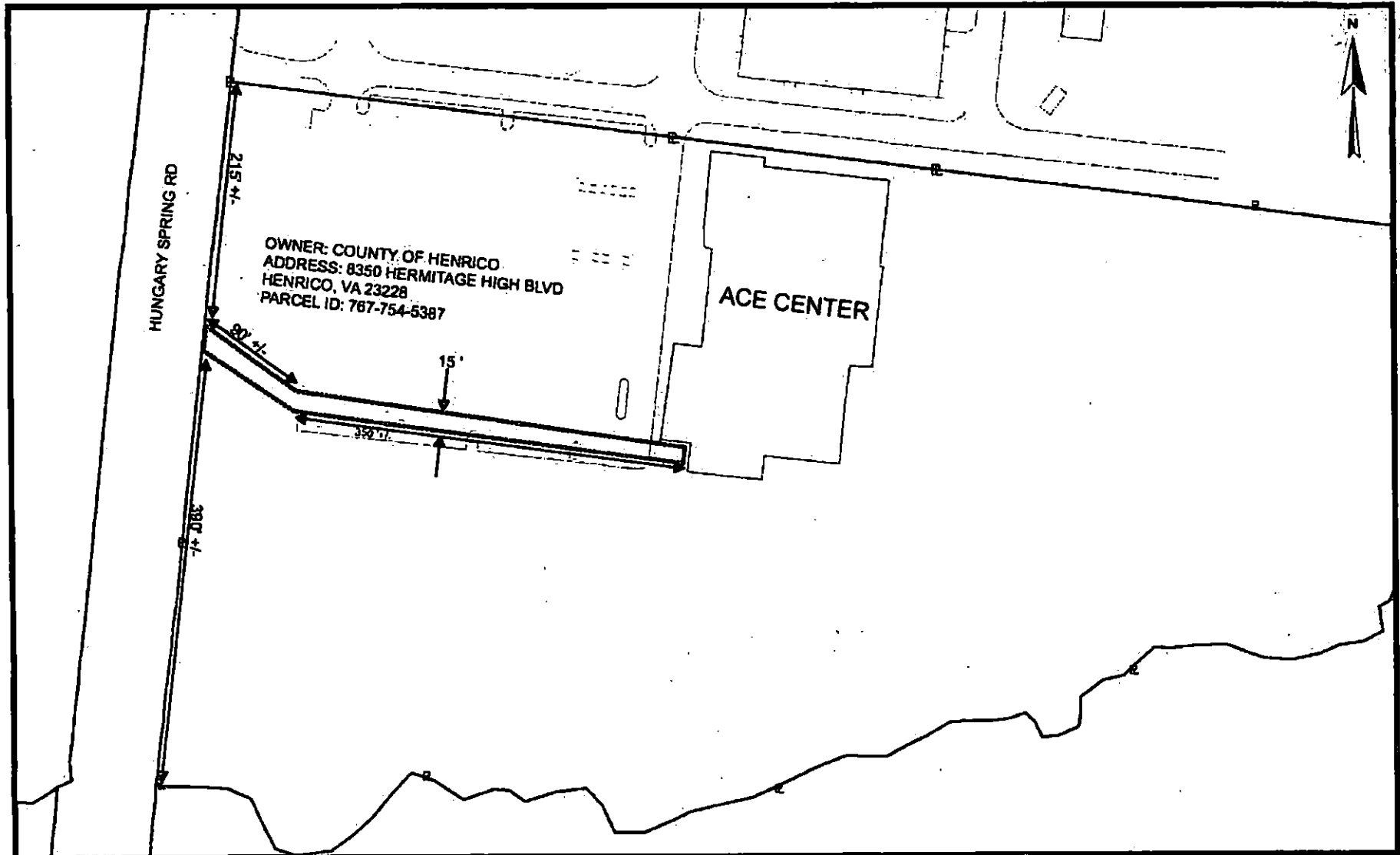


Exhibit A

LEGEND

--- Location of Boundary Lines of Right-of-Way 15' In Width.

==P== Indicates Property Line is Right-of-Way Boundary

District CENTRAL	Scale NTS
District-Township-Borough HENRICO	State VA
Office WEST BROAD	Plot Number 01-23-0042
Work Request Number 10587997	Grid Number G2308

PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT UG

VIRGINIA ELECTRIC AND POWER COMPANY
 doing business as
Dominion Energy Virginia

DATE: 06-25-2023 BY: K. CARTER

OWNER INITIALS: _____ Page 4 of 4



**COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE**

Agenda Item No. **232-23**

Page No. 1 of 2

Agenda Title: RESOLUTION — Signatory Authority — Abandonment of Access Road — Conveyance of Access Road and 1401 Eastridge Road to the Economic Development Authority — Tuckahoe District

For Clerk's Use Only: Date: <u>8/8/2023</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	BOARD OF SUPERVISORS ACTION Moved by (1) <u>O'Bannon</u> Seconded by (1) <u>Schmitt</u> (2) _____ (2) _____ REMARKS: APPROVED	<table border="0"> <tr> <td></td> <td>YES</td> <td>NO</td> <td>OTHER</td> </tr> <tr> <td>Branin, T.</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Nelson, T.</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>O'Bannon, P.</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Schmitt, D.</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Thornton, F.</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>		YES	NO	OTHER	Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nelson, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	O'Bannon, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Schmitt, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	YES	NO	OTHER																							
Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
Nelson, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
O'Bannon, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
Schmitt, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							

WHEREAS, the County owns a 1.182-acre parcel of land known as 1401 Eastridge Road in the Tuckahoe District (the "Property"), and shown on Exhibit A; and,

WHEREAS, an access road crosses the Property (the "Access Road"), as shown and labeled "Dead End Road (Asphalt)" on Exhibit A; and,

WHEREAS, Va. Code § 33.2-923 authorizes the Board of Supervisors to abandon any road when it is altered and no longer necessary for public use because a new road that serves the same users as the old road is constructed as a replacement and approved by the governing body; and,

WHEREAS, new roadways have been constructed and opened for public use, and they serve the same citizens as the Access Road to be abandoned; and,

WHEREAS, the Board is satisfied that no public necessity exists for the continuance of the Access Road, and the Property, including the Access Road, is surplus to the needs of the County; and,

WHEREAS, the Board wishes to convey the Property, including the Access Road, subject to the reservation of 15 feet of right of way along Eastridge Road, to the Economic Development Authority of Henrico County for use in promoting economic development; and,

WHEREAS, this resolution was advertised, and a public hearing was held on August 8, 2023, pursuant to Va. Code §§ 15.2-1800 and 15.2-1813.

By Agency Head  By County Manager 

Certified: _____
 A Copy Teste: _____
 Clerk, Board of Supervisors
 Date: _____

Copy to: _____

**COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE**

Agenda Item No. 232-23

Page No. 2 of 2

**Agenda Title: RESOLUTION — Signatory Authority — Abandonment of Access Road —
Conveyance of Access Road and 1401 Eastridge Road to the Economic Development Authority —
Tuckahoe District**

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that:

- (1) The Access Road is declared abandoned.
- (2) The Clerk of the Circuit Court of Henrico County, Virginia, is authorized and requested to record and index a certified copy of this resolution of abandonment in the deed book in the name of the County as grantor.
- (3) The Property, including the Access Road, is declared surplus to the needs of the County.
- (4) The Chairman is authorized to execute a deed conveying the Property, including the Access Road, to the Economic Development Authority, subject to the reservation of 15 feet of right of way along Eastridge Road, and the County Manager is authorized to execute closing and any other documents necessary to convey the Property, including the Access Road, to the Economic Development Authority, all in a form approved by the County Attorney.

Comments: The Real Property Division has processed the conveyance request through the Departments of Planning, Public Works, and Public Utilities without objection. The Director of Real Property recommends approval of the Board paper; the County Manager concurs.

QUADRANT ROAD
 VARIABLE WIDTH
 PUBLIC R/W

1408 N. PARHAM ROAD
 OF FUND, LC
 O.B. 6082, PG. 1346
 P.B. 132, PG. 437-438
 O.P.R. 751-743-7780
 1408 N. PARHAM ROAD

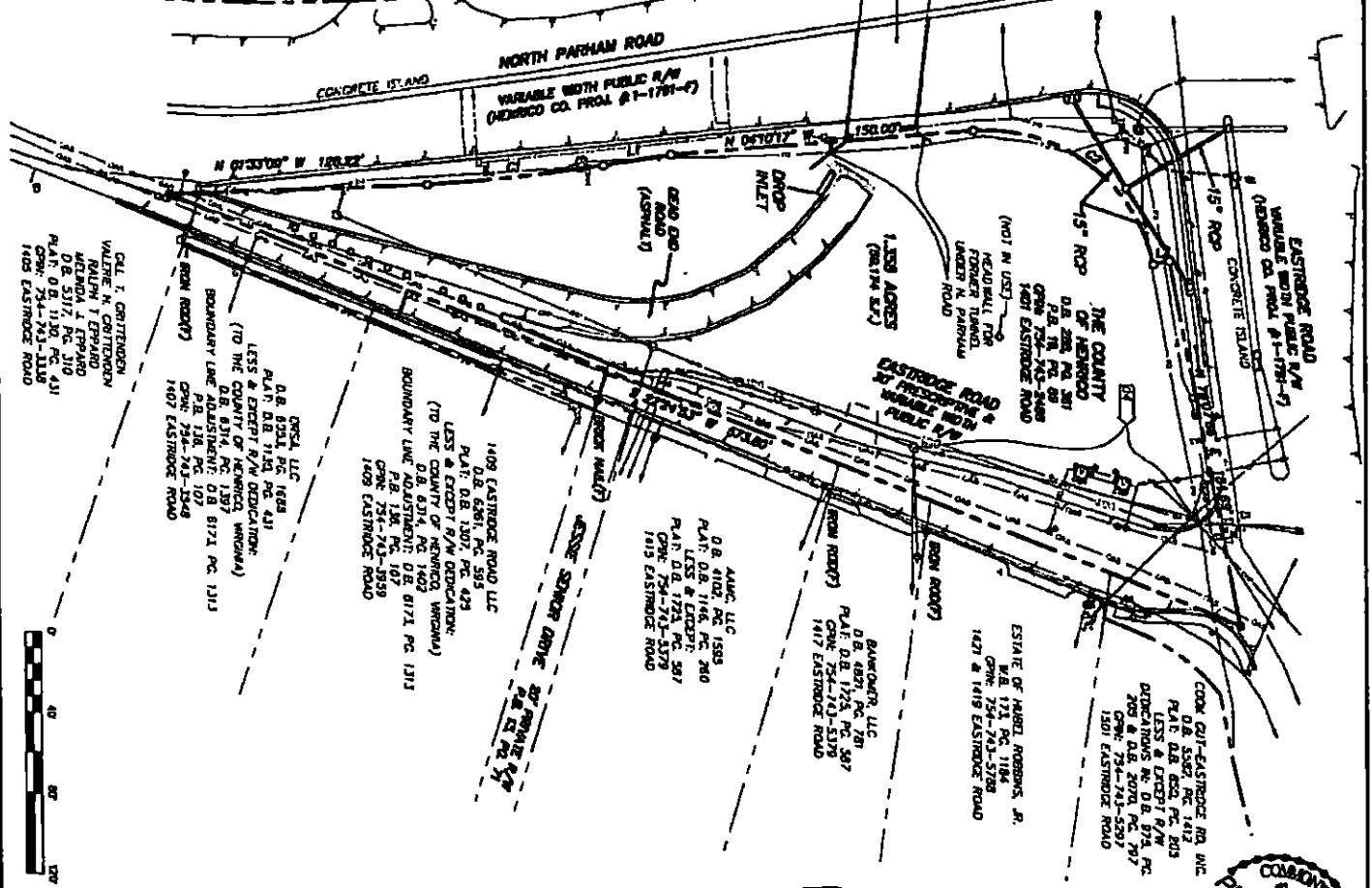
FORWARD TUNNEL
 UNDER N. PARHAM
 ROAD

BROOKSTONE RETAIL
 OPERATIONS, LLC
 O.B. 6021, PG. 549
 P.B. 120, PG. 182
 O.P.R. 751-743-8389
 1414 N. PARHAM ROAD

- LEGEND**
- 1. ROAD SET (PROPERTY)
 - 2. ROAD FOUND (PROPERTY)
 - 3. WALL FOUND (PROPERTY)
 - 4. FIBER OPTIC HANDHOLE
 - 5. FIBER OPTIC MANHOLE
 - 6. CUTBACK GROUND ANCHOR
 - 7. POWER POLE
 - 8. GAS TEST VALVE
 - 9. GAS VALVE
 - 10. GAS WALK
 - 11. GAS VENT
 - 12. PLASTIC BOLLARD
 - 13. SIGN
 - 14. STORM SEWER MANHOLE
 - 15. TRAFFIC HANDHOLE
 - 16. TRAFFIC SIGNAL POLE (1 ROW)
 - 17. TRAFFIC CAMERA
 - 18. FIRE HYDRANT
 - 19. WATER METER
 - 20. WATER VALVE
 - 21. SIGN
 - 22. RR-RAP MATHON



- SUBJECT PROPERTY LINE
- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- EDGE OF CONCRETE
- EDGE OF RR-RAP
- STORM SEWER PIPE
- EDGE OF ASPHALT PAVEMENT
- QUADRANT
- EDGE OF GRAVEL SURFACE
- OVERHEAD POWER LINE
- UNDERGROUND POWER-PAINT (OUB)
- UNDERGROUND TELEPHONE-PAINT (OUB)
- UNDERGROUND WATERLINE-PAINT (OUB)
- UNDERGROUND WATERLINE (OUB)
- UNDERGROUND FIBER OPTIC-PAINT (OUB)
- UNDERGROUND GAS-PAINT (OUB)
- UNDERGROUND TRAFFIC CONTROL-PAINT (OUB)
- END OF INFORMATION-PAINT (OUB)
- UNDERGROUND UTILITY CONTINUES-PAINT (OUB)



1409 EASTRIDGE ROAD LLC
 O.B. 6361, PG. 595
 P.A.F. O.B. 1307, PG. 423
 LESS & EXCEPT R/W DEDICATION
 (TO THE COUNTY OF HENRICO, VIRGINIA)
 BOUNDARY LINE O.B. 6374, PG. 1622
 O.P.R. 754-743-3539
 1409 EASTRIDGE ROAD

1408 EASTRIDGE ROAD LLC
 O.B. 6361, PG. 595
 P.A.F. O.B. 1307, PG. 423
 LESS & EXCEPT R/W DEDICATION
 (TO THE COUNTY OF HENRICO, VIRGINIA)
 BOUNDARY LINE O.B. 6374, PG. 1622
 O.P.R. 754-743-3539
 1408 EASTRIDGE ROAD

1409 EASTRIDGE ROAD LLC
 O.B. 6361, PG. 595
 P.A.F. O.B. 1307, PG. 423
 LESS & EXCEPT R/W DEDICATION
 (TO THE COUNTY OF HENRICO, VIRGINIA)
 BOUNDARY LINE O.B. 6374, PG. 1622
 O.P.R. 754-743-3539
 1409 EASTRIDGE ROAD

1415 EASTRIDGE ROAD
 O.B. 6361, PG. 595
 P.A.F. O.B. 1307, PG. 423
 LESS & EXCEPT R/W DEDICATION
 (TO THE COUNTY OF HENRICO, VIRGINIA)
 BOUNDARY LINE O.B. 6374, PG. 1622
 O.P.R. 754-743-3539
 1415 EASTRIDGE ROAD

1417 EASTRIDGE ROAD
 O.B. 6361, PG. 595
 P.A.F. O.B. 1307, PG. 423
 LESS & EXCEPT R/W DEDICATION
 (TO THE COUNTY OF HENRICO, VIRGINIA)
 BOUNDARY LINE O.B. 6374, PG. 1622
 O.P.R. 754-743-3539
 1417 EASTRIDGE ROAD

ESTATE OF HARRI ROBBINS, JR.
 W.B. 173, PG. 1184
 O.P.R. 754-743-5788
 1427 & 1419 EASTRIDGE ROAD

COOK GUT-ESTRIDGE RD, INC.
 O.B. 5587, PG. 1412
 P.A.F. O.B. 602, PG. 203
 LESS & EXCEPT R/W
 DEDICATIONS O.B. 671, PG. 207
 O.B. 2071, PG. 207
 1401 EASTRIDGE ROAD



ALTA / NSPB LAND TITLE SURVEY OF
 1.358 ACRES LYING IN THE SOUTHEAST QUADRANT OF
 NORTH PARHAM ROAD AND EASTRIDGE ROAD
 TUCKAHOE DISTRICT - HENRICO COUNTY, VIRGINIA



REVISIONS:



COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 233-23

Page No. 1 of 2

**Agenda Title: RESOLUTION — Signatory Authority — Quitclaim of Portions of Utility Easements —
 John Rolfe Parkway — Shire Walk Subdivision — Tuckahoe District**

For Clerk's Use Only:	BOARD OF SUPERVISORS ACTION	YES NO OTHER
Date: <u>8/8/2023</u>	Moved by (1) <u>O'Bannon</u> Seconded by (1) <u>Nelson</u> (2) _____ (2) _____	Branin, T. <input checked="" type="checkbox"/> ___ Nelson, T. <input checked="" type="checkbox"/> ___ O'Bannon, P. <input checked="" type="checkbox"/> ___ Schmitt, D. <input checked="" type="checkbox"/> ___ Thornton, F. <input checked="" type="checkbox"/> ___
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	REMARKS: <div align="center" style="font-size: 2em; font-weight: bold;">APPROVED</div>	

WHEREAS, by a certain Deed of Easement dated May 13, 2016, and recorded in Deed Book 5484, page 642, Rebkee Replacement, LLC et al. (the "Original Owners") granted and conveyed unto the County permanent variable width utility easements (collectively, the "Easement") on real property that is now known as part of the Shire Walk subdivision (the "Original Property"); and,

WHEREAS, by a certain Declaration of Covenants, Conditions, Easements and Restrictions dated May 23, 2016, and recorded in Deed Book 5486, page 1281, the Shire Walk Homeowners' Association, Inc. (the "HOA") became the owner of a certain portion of the Original Property, with such portion now being known as GPIN 739-754-2148 (the "HOA Property"); and,

WHEREAS, by a certain Special Warranty Deed dated April 18, 2022, and recorded in Deed Book 6366, page 1579, Windswept Development, LLC ("Windswept") became the owner of a certain portion of the Original Property, with such portion now being known as GPIN 739-754-6982 (the "Windswept Property"); and,

WHEREAS, the HOA has asked the County to quitclaim a portion of the Easement that is on the HOA Property as shown on Exhibit A; and,

WHEREAS, Windswept has asked the County to quitclaim a portion of the Easement that is on the Windswept Property as shown on Exhibits B and C; and,

WHEREAS, the portions of the Easement to be quitclaimed are shown on the attached plats hatched and labeled as "variable width utility easement to be quitclaimed;" and,

By Agency Head [Signature] By County Manager [Signature]

Certified: _____
 A Copy Teste: _____
 Clerk, Board of Supervisors

Copy to: _____

Date: _____

**COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE**

Agenda Item No. **233-23**
Page No. 2 of 2

Agenda Title: RESOLUTION — Signatory Authority — Quitclaim of Portions of Utility Easements — John Rolfe Parkway — Shire Walk Subdivision — Tuckahoe District

WHEREAS, the County has no facilities in the area to be quitclaimed and does not need to install any facilities in the area to be quitclaimed; and,

WHEREAS, this resolution was advertised, pursuant to Va. Code §§ 15.2-1800 and 15.2-1813, and the Board held a public hearing on August 8, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that the Chairman is authorized to execute a deed quitclaiming any interest the County may have in the portions of the easement areas identified above in a form approved by the County Attorney.

Comments: The Real Property Division has processed this request through the Departments of Planning and Public Utilities without objection. The Director of Real Property recommends approval of the Board paper; the County Manager concurs.

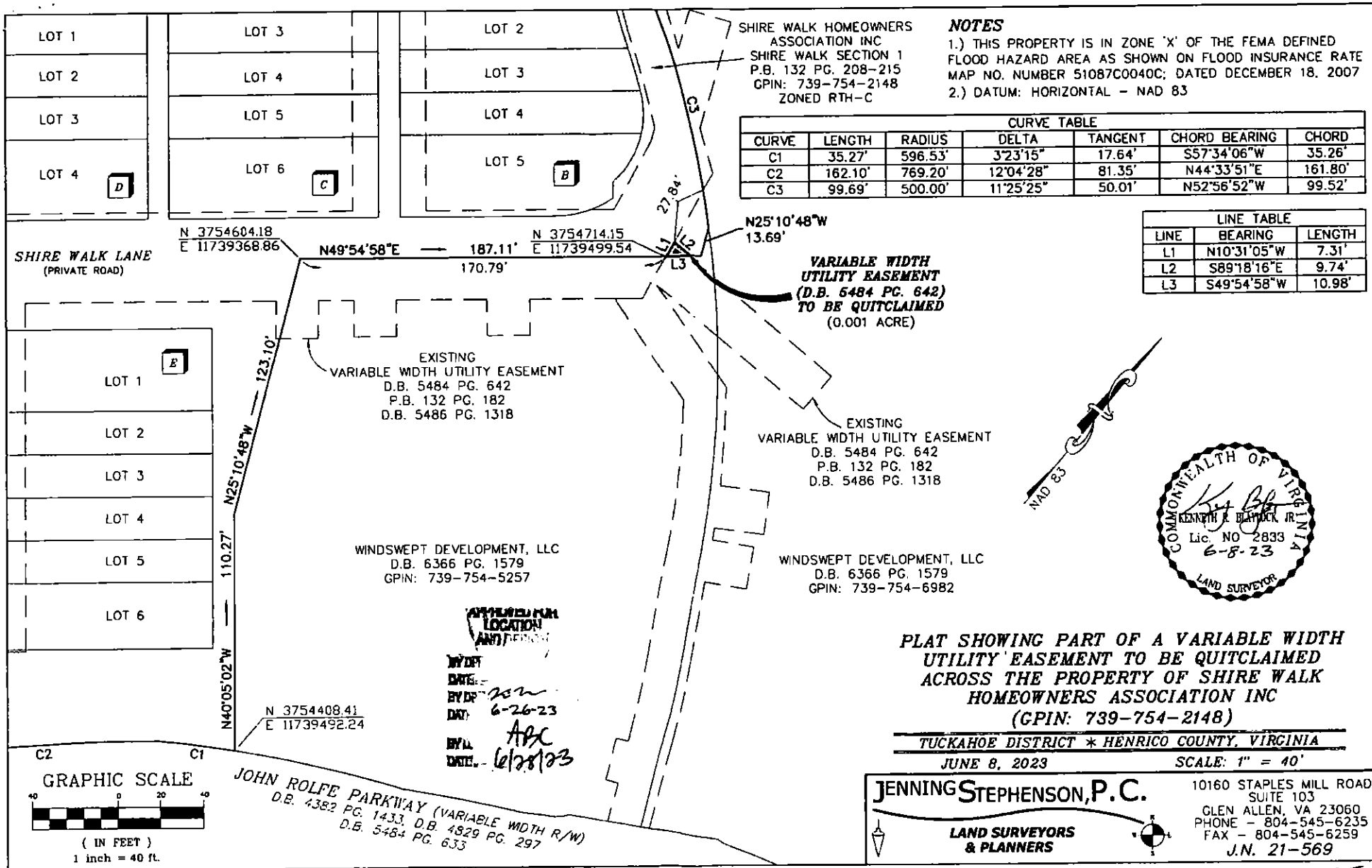
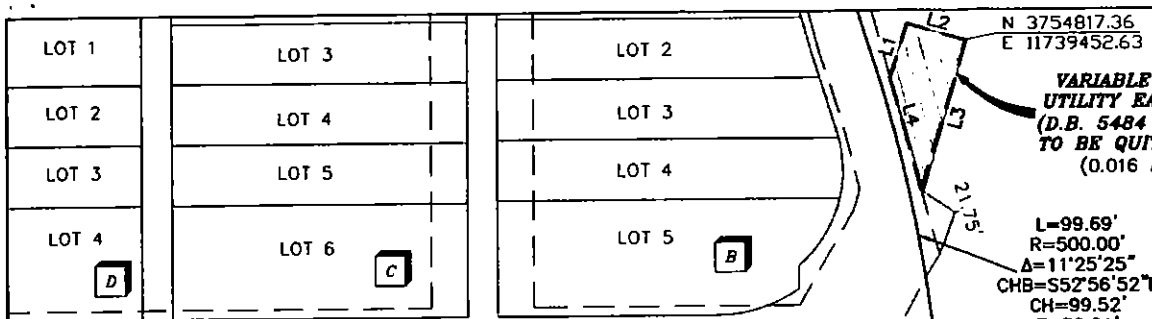
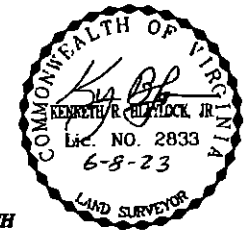


EXHIBIT A

PD023-85



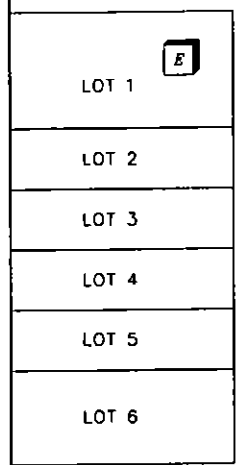
NOTES
 1.) THIS PROPERTY IS IN ZONE 'X' OF THE FEMA DEFINED FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP NO. NUMBER 51087C0040C; DATED DECEMBER 18, 2007
 2.) DATUM: HORIZONTAL - NAD 83



LINE TABLE		
LINE	BEARING	LENGTH
L1	N22°36'53"W	18.89'
L2	N66°12'38"E	20.00'
L3	S23°47'22"E	51.86'
L4	N55°30'51"W	38.77'
L5	S89°18'16"E	71.81'
L6	S00°33'55"W	20.00'
L7	N89°26'05"W	52.63'
L8	S73°50'01"E	6.97'
L9	N57°33'52"E	23.26'
L10	S32°26'08"E	20.00'
L11	S57°33'52"W	23.34'
L12	N59°59'56"E	19.59'
L13	S30°00'04"E	20.00'
L14	S59°59'56"W	19.69'
L15	S29°44'25"E	36.83'
L16	S25°29'58"E	40.73'
L17	S59°49'33"W	4.24'
L18	N25°10'48"W	41.07'
L19	N29°44'25"W	49.73'

SHIRE WALK SECTION 1
 P.B. 132 PG. 208-215
 GPIN: 739-754-2148
 ZONED RTH-C

SHIRE WALK LANE
 (PRIVATE ROAD)



EXISTING
 VARIABLE WIDTH UTILITY EASEMENT
 D.B. 5484 PG. 642
 P.B. 132 PG. 182
 D.B. 5486 PG. 1318
 L=152.68'
 R=500.00'
 Δ=17°29'45"
 CHB=N38°29'17"W
 CH=152.09'
 T=76.94'

VARIABLE WIDTH
 UTILITY EASEMENT
 (D.B. 5484 PG. 642)
 TO BE QUITCLAIMED
 (0.029 ACRE)

WINDSWEPT DEVELOPMENT, LLC
 D.B. 6366 PG. 1579
 GPIN: 739-754-6982

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	23.00'	500.00'	2°38'07"	11.50'	S45°55'06"E	23.00'
C2	17.98'	500.00'	2°03'37"	8.99'	S40°22'52"E	17.98'
C3	27.83'	500.00'	3°11'22"	13.92'	N43°00'22"W	27.83'
C4	46.06'	469.75'	5°37'06"	23.05'	S36°14'53"E	46.04'
C5	5.64'	469.75'	0°41'17"	2.82'	S30°39'19"E	5.64'
C6	40.09'	504.00'	4°33'25"	20.05'	S27°27'42"E	40.08'
C7	39.80'	500.00'	4°33'37"	19.91'	N27°27'36"W	39.78'
C8	83.87'	500.00'	9°36'39"	42.03'	S34°32'44"E	83.77'

WINDSWEPT DEVELOPMENT, LLC
 D.B. 6366 PG. 1579
 GPIN: 739-754-5257

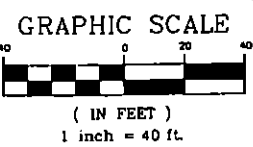
VARIABLE WIDTH
 UTILITY EASEMENT
 (D.B. 5484 PG. 642)
 TO BE QUITCLAIMED
 (0.039 ACRE)

**PLAT SHOWING PART OF A VARIABLE
 WIDTH UTILITY EASEMENT TO BE
 QUITCLAIMED ACROSS THE PROPERTY OF
 WINDSWEPT DEVELOPMENT, LLC
 (GPIN: 739-754-6982)**

TUCKAHOE DISTRICT * HENRICO COUNTY, VIRGINIA

JUNE 8, 2023

SCALE: 1" = 40'



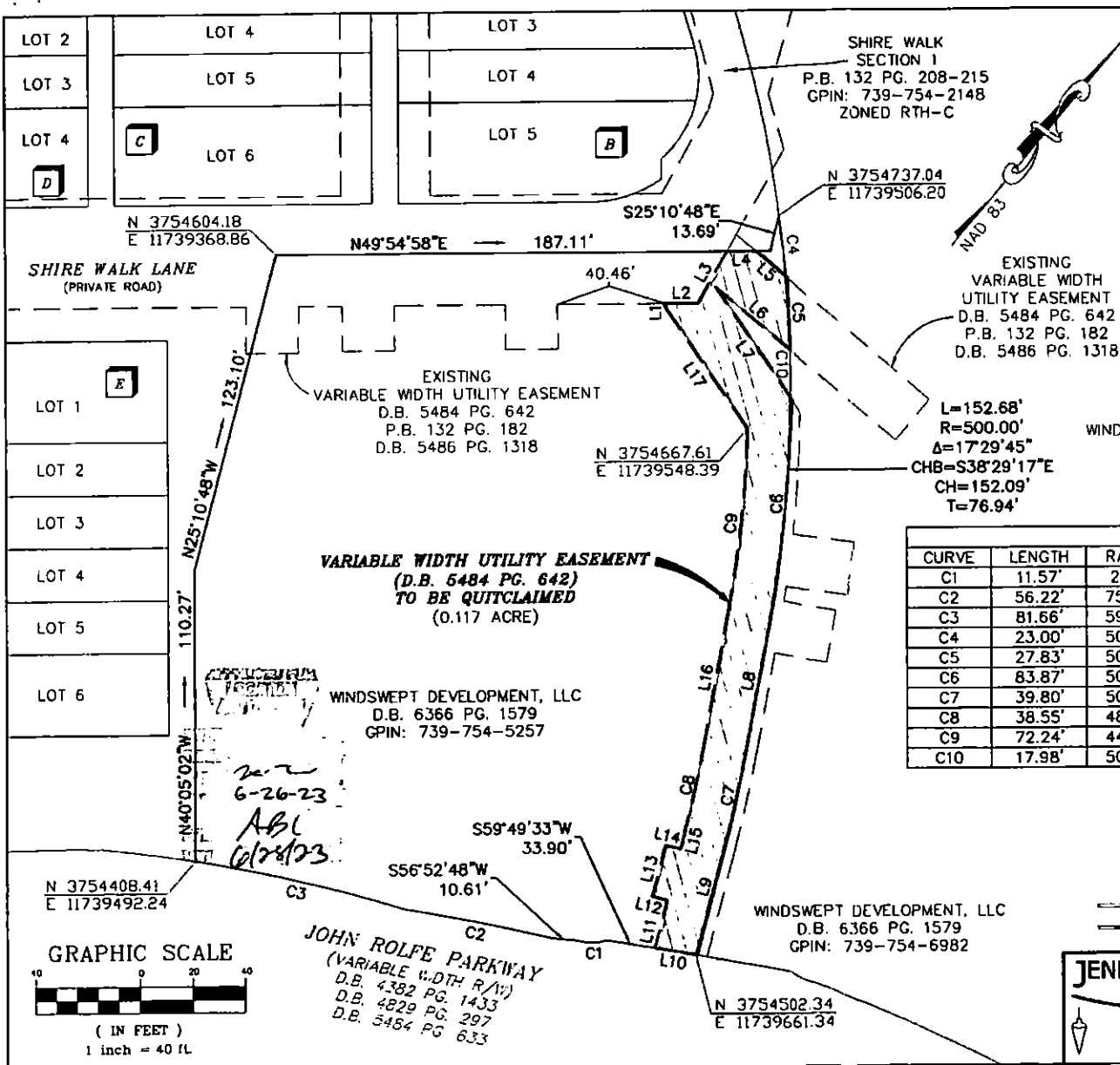
JOHN ROLFE PARKWAY (VARIABLE WIDTH R/W)
 D.B. 4382 PG. 1-33, D.B. 4629 PG. 297,
 D.B. 5484 PG. 633

JENNING STEPHENSON, P.C.

LAND SURVEYORS
 & PLANNERS

10160 STAPLES MILL ROAD
 SUITE 103
 GLEN ALLEN, VA 23060
 PHONE - 804-545-6235
 FAX - 804-545-6259
 J.N. 21-569

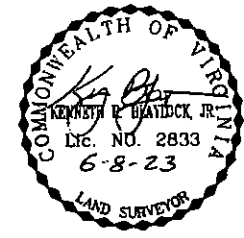
EXHIBIT B



NOTES

- 1.) THIS PROPERTY IS IN ZONE 'X' OF THE FEMA DEFINED FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP NO. NUMBER 51087C0040C; DATED DECEMBER 18, 2007
- 2.) DATUM: HORIZONTAL - NAD 83

LINE TABLE		
LINE	BEARING	LENGTH
L1	N40°05'00"W	1.23'
L2	N49°54'58"E	12.49'
L3	N10°31'05"W	22.42'
L4	N49°54'58"E	10.98'
L5	S89°18'16"E	14.77'
L6	N89°26'05"W	36.85'
L7	S73°50'01"E	50.49'
L8	S29°44'25"E	49.73'
L9	S25°10'48"E	41.07'
L10	S59°49'33"W	15.82'
L11	N25°29'58"W	18.57'
L12	S64°34'39"W	5.85'
L13	N25°25'21"W	20.00'
L14	N64°34'39"E	5.82'
L15	N25°29'58"W	3.86'
L16	N29°44'25"W	46.84'
L17	N73°50'01"W	55.72'



L=152.68'
R=500.00'
Δ=17°29'45"
CHB=S38°29'17"E
CH=152.09'
T=76.94'

WINDSWEPT DEVELOPMENT, LLC
D.B. 6366 PG. 1579
GPIN: 739-754-6982

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	11.57'	22.50'	29°27'18"	5.91'	S49°36'55"W	11.44'
C2	56.22'	756.20'	4°15'35"	28.12'	S61°26'37"W	56.21'
C3	81.66'	596.53'	7°50'36"	40.89'	S63°11'02"W	81.60'
C4	23.00'	500.00'	2°38'07"	11.50'	S45°55'06"E	23.00'
C5	27.83'	500.00'	3°11'22"	13.92'	N43°00'22"W	27.83'
C6	83.87'	500.00'	9°36'39"	42.03'	N34°32'44"W	83.77'
C7	39.80'	500.00'	4°33'37"	19.91'	N27°27'36"W	39.78'
C8	38.55'	484.00'	4°33'49"	19.28'	S27°27'30"E	38.54'
C9	72.24'	449.75'	9°12'10"	36.20'	N33°39'56"W	72.16'
C10	17.98'	500.00'	2°03'37"	8.99'	N40°22'52"W	17.98'

PLAT SHOWING PART OF A VARIABLE WIDTH UTILITY EASEMENT TO BE QUITCLAIMED ACROSS THE PROPERTY OF WINDSWEPT DEVELOPMENT, LLC (GPIN: 739-754-5257)

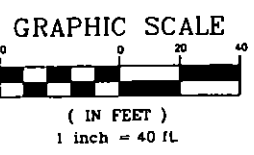
TUCKAHOE DISTRICT * HENRICO COUNTY, VIRGINIA

JUNE 8, 2023

SCALE: 1" = 40'

JENNING STEPHENSON, P.C.
LAND SURVEYORS & PLANNERS

10160 STAPLES MILL ROAD
SUITE 103
GLEN ALLEN, VA 23060
PHONE - 804-545-6235
FAX - 804-545-6259
J.N. 21-569



JOHN ROLFE PARKWAY
(VARIABLE WIDTH R/W)
D.B. 4382 PG. 1433
D.B. 4829 PG. 297
D.B. 5484 PG. 633

EXHIBIT C

70023-83



COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 234-23
Page No. 1 of 1

Agenda Title: RESOLUTION — Award of Solar Power Purchase Agreement — Sun Tribe Solar, LLC — Eastern Henrico Recreation Center — Fairfield District

Form with sections: For Clerk's Use Only, BOARD OF SUPERVISORS ACTION, and a table of supervisor votes (YES, NO, OTHER) for Branin, T., Nelson, T., O'Bannon, P., Schmitt, D., and Thornton, F. Includes a large 'APPROVED' stamp.

WHEREAS, in December 2019, the Board of Supervisors awarded Contract No. 1919A for Solar Power Purchase Agreement Services (the "Contract") to Sun Tribe Solar, LLC ("Sun Tribe"); and,

WHEREAS, the Contract provides for a solar installation at the County's Public Safety Building, with the option to add new sites; and,

WHEREAS, an initial feasibility evaluation has been completed and a rate schedule has been negotiated for a solar power installation at the Eastern Henrico Recreation Center at 1440 North Laburnum Avenue (the "Rec Center"); and,

WHEREAS, Sun Tribe desires to install, own, and operate a solar photovoltaic electricity generating system at the Rec Center; and,

WHEREAS, the County desires to purchase electricity generated by such system; and,

WHEREAS, the parties desire to execute a solar power purchase agreement for an initial term of 25 years to provide for the generation and sale of solar photovoltaic electricity at the Rec Center.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors:

- 1. A solar power purchase agreement for the Eastern Henrico Recreation Center is awarded to Sun Tribe Solar, LLC in accordance with Contract No. 1919A.
2. Payments for generated electric power will be based upon the annual rate schedule in the solar power purchase agreement.
3. The County Manager is authorized to execute the solar power purchase agreement in a form approved by the County Attorney.

Comments: The Directors of General Services and Recreation and Parks recommend approval of this Board paper, and the County Manager concurs.

By Agency Head [Signature] By County Manager [Signature]

Certified:
A Copy Teste: Clerk, Board of Supervisors

Copy to:

Date:



COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 235-23
Page No. 1 of 1

Agenda Title: RESOLUTION — Approval of FY 2024 and FY 2025 Community Services Board Performance Contract — Virginia Department of Behavioral Health and Developmental Services and Henrico Area Mental Health & Developmental Services Board

For Clerk's Use Only:
Date: 8/8/2023
Approved
BOARD OF SUPERVISORS ACTION
Moved by (1) O'Bannon Secoded by (1) Schmitt
REMARKS: APPROVED
YES NO OTHER
Branin, T. ✓
Nelson, T. ✓
O'Bannon, P. ✓
Schmitt, D. ✓
Thornton, F. ✓

WHEREAS, Va. Code § 37.2-508 requires that a performance contract negotiated between the Virginia Department of Behavioral Health and Developmental Services (the "Department") and the Henrico Area Mental Health & Developmental Services Board ("HAMHDS") be submitted for approval by the governing body of each political subdivision that established HAMHDS; and,

WHEREAS, Henrico County, Charles City County, and New Kent County established HAMHDS in 1973; and,

WHEREAS, on May 19, 2023, the Department provided a Letter of Notification about the amount of state and federal funding that would be available to HAMHDS during FY 2024; and,

WHEREAS, HAMHDS and the Department have negotiated a FY 2024 and FY 2025 Community Services Board Performance Contract (the "Contract"); and,

WHEREAS, on July 27, 2023, HAMHDS approved the Contract and recommended it to the governing bodies of Henrico County, Charles City County, and New Kent County; and,

WHEREAS, the Contract is based on the requirements of Va. Code § 37.2-508, the FY 2023-2024 budget approved by the Henrico County Board of Supervisors on April 25, 2023, on the Letter of Notification to HAMHDS for FY 2024, and on appropriations by Charles City County and New Kent County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Henrico County that the Contract between the Virginia Department of Behavioral Health and Developmental Services and Henrico Area Mental Health & Developmental Services Board is approved.

Comment: The Executive Director of HAMHDS recommends approval of the Board paper; the County Manager concurs.

By Agency Head [Signature] By County Manager [Signature]

Certified:
A Copy Teste:
Clerk, Board of Supervisors
Date:



**COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE**

Agenda Item No. 146-2
Page No. 1 of 1

Agenda Title: RESOLUTION — SIA2022-00002 — DG Virginia CS, LLC — Not Substantially in Accord with 2026 Comprehensive Plan — Varina District

For Clerk's Use Only:

Date: 8/8/2023

() Approved

() Denied

() Amended

() Deferred to:

9/12/2023

BOARD OF SUPERVISORS ACTION

Moved by (1) Nelson Seconded by (1) O'Bannon
(2) _____ (2) _____

REMARKS: _____

YES NO OTHER

Brainin, T.	<input checked="" type="checkbox"/>	_____	_____
Nelson, T.	<input checked="" type="checkbox"/>	_____	_____
O'Bannon, P.	<input checked="" type="checkbox"/>	_____	_____
Schmitt, D.	<input checked="" type="checkbox"/>	_____	_____
Thornton, F.	<input checked="" type="checkbox"/>	_____	_____

WHEREAS, Section 15.2-2232A of the Code of Virginia requires the Planning Commission to review and consider whether the general or approximate location, character, and extent of major public facilities are substantially in accord with the County's Comprehensive Plan (the "Plan"); and,

WHEREAS, the Planning Commission reviewed the proposed DG Virginia CS, LLC solar facility site located on the south line of Charles City Road east of its intersection with Elko Road for conformance with the Plan; and,

WHEREAS, a report dated March 22, 2023, presented by the Planning staff to the Planning Commission found the proposed use would not be consistent with the Plan; and,

WHEREAS, on April 13, 2023, the Planning Commission reviewed the staff recommendations and found the proposed use not consistent with the property's future land use designation in the Plan; and,

WHEREAS, the Board of Supervisors has reviewed the Planning Commission's finding and concurs with its conclusion.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that the proposed DG Virginia CS, LLC solar facility site is not substantially in accord with the Plan.

Comments: The Director of Planning concurs with the finding of the Planning Commission that the proposed DG Virginia CS, LLC site is not substantially in accord with the Plan and recommends approval of the Board paper, and the County Manager concurs.

By Agency Head _____

By County Manager AKM FLL

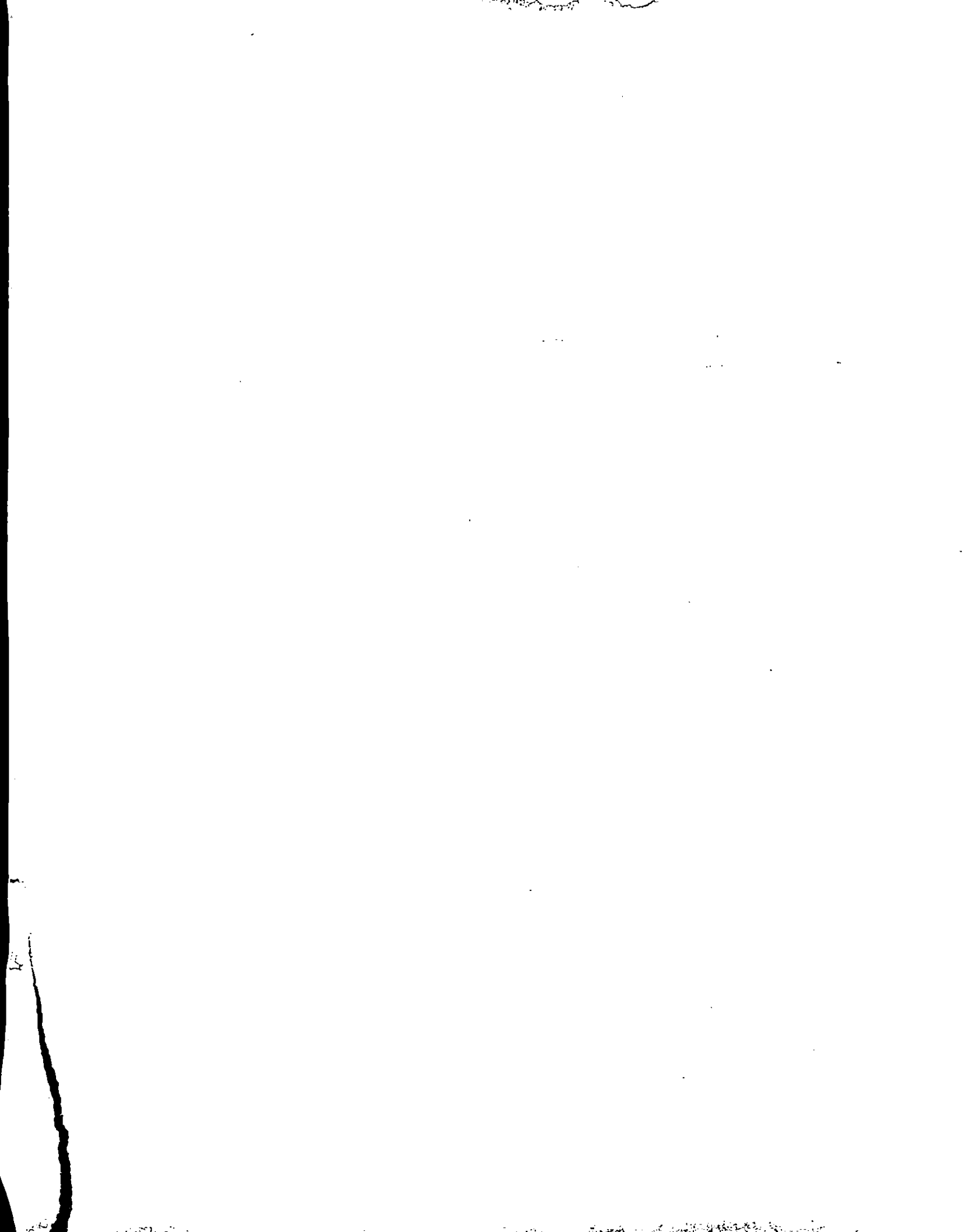
Copy to: _____

Certified:

A Copy Teste: _____

Clerk, Board of Supervisors

Date: _____



**COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE**

Agenda Item No. 236-23

Page No. 2 of 2

Agenda Title: RESOLUTION – Award of Contract – Pouncey Tract Park – Pickleball and Parking Expansion – Three Chopt District

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors:

1. The contract for \$4,431,000 is awarded to Rainbow Construction Corporation of Waldorf, the lowest responsive and responsible bidder, pursuant to ITB 23-2548-6JOK, Addendum No. 1, the base bid, and the additive bid item submitted by Rainbow Construction Corporation of Waldorf.
2. The County Manager is authorized to execute the contract in a form approved by the County Attorney.
3. The County Manager, or the Purchasing Director as his designee, is authorized to execute change orders within the scope of the project budget not to exceed 15% of the original contract amount.
4. The Board appropriates \$3,171,835 of additional funding for this contract.

Comment: Funding will come from the fund balance from the Capital Projects Fund, project #08483. The Director of Recreation and Parks and the Purchasing Director recommend approval of the Board paper, and the County Manager concurs.

**COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE**

Agenda Item No. **237-23**

Page No. 2 of 2

Agenda Title: RESOLUTION – Award of Contract – Hidden Creek Park and Adams Elementary School Stream Restoration – Fairfield and Varina Districts

WHEREAS, the final contract amount will be determined upon completion of the project by multiplying the unit quantities authorized by the County by the unit prices submitted in the contractor's bid.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that:

1. The contract for \$968,774.99 is awarded to Finish Line Construction, Inc., the lowest responsive and responsible bidder, pursuant to ITB No. 23-2542-5EAR and Addendum Nos. 1 and 2, and the bid submitted by Finish Line Construction, Inc.
2. The County Manager is authorized to execute the contract in a form approved by the County Attorney.
3. The County Manager, or the Purchasing Director as his designee, is authorized to execute change orders within the scope of the project budget.

COMMENT: The Director of Public Works and the Purchasing Director recommend approval of the Board paper, and the County Manager concurs.



COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 238-23

Page No. 1 of 2

Agenda Title: RESOLUTION – Award of Contract – Annual Contract for Paver Laid Full Depth Reclamation – Countywide

For Clerk's Use Only: Date: 8/8/2023 <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to:	BOARD OF SUPERVISORS ACTION		YES NO OTHER			
	Moved by (1) Nelson	Seconded by (1) Branin	Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(2)	(2)	Nelson, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REMARKS: APPROVED			O'Bannon, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			Schmitt, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHEREAS, the County received one bid on July 31, 2023, in response to ITB No. 23-2558-7JL and Addendum No. 1 for paver laid full depth reclamation on an as-needed and as-requested basis; and,

WHEREAS, the annual contract consists of furnishing all tools, labor, materials, equipment, fees, and supervision necessary for paver laid full depth reclamation as-needed and as-requested by the Department of Public Works; and,

WHEREAS, the bid was as follows:

Bidder	Bid Amount
New Field, Inc. (Ashland, VA)	\$2,083,340

WHEREAS, the bid amount was calculated by multiplying the estimated unit quantities listed in the bid documents by the unit prices set out in the bid; and

WHEREAS, after a review and evaluation of the bid, it was determined that New Field, Inc. is the lowest responsive and responsible bidder for the unit price contract; and,

WHEREAS, the project amount will be determined upon completion of the project by multiplying the unit quantities authorized by the County by the unit prices submitted in the contractor's bid.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that:

- The annual contract is awarded to New Field, Inc., the lowest responsive and responsible bidder, for the period of one year, with an option for the County to renew for up to two additional one-year terms, pursuant to ITB No. 23-2558-7JL, Addendum No. 1, and the bid submitted by the contractor.

By Agency Head _____

By County Manager _____

Certified:
A Copy Teste: _____

Clerk, Board of Supervisors

Copy to: _____

Date: _____

**COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE**

Agenda Item No. 238-23

Page No. 2 of 2

**Agenda Title: RESOLUTION – Award of Contract – Annual Contract for Paver Laid Full
Depth Reclamation – Countywide**

2. Fees for the contract will not exceed \$1,000,000 for a single project. Compensation will be based upon the unit costs in the contractor's bid. First year expenditures will be approximately \$3,000,000 which may increase or decrease depending on the actual need of the County.
3. The County Manager is authorized to execute the contract in a form approved by the County Attorney.
4. The County Manager, or the Purchasing Director as his designee, is authorized to execute change orders within the scope of the project budget.

Comment: The Director of Public Works and the Purchasing Director recommend approval of this Board paper, and the County Manager concurs.