Chapter 6 - BUILDINGS

*__Cross reference—__Erosion and sediment control, § 10-27 et seq.; noise regulations, § 10-67 et seq.; weeds and grass, § 10-135 et seq.; rat control, § 10-164 et seq.; stormwater management, § 10-196 et seq.; fire prevention and protection, ch. 11; approval of installation of culvert pipes for walkways, driveways or other purposes required, § 18-4; subdivisions, ch. 19; zoning, ch. 24.

*__State law reference—__Authority to require removal, repairs, etc. of buildings and other structures, Code of Virginia, § 15.2-906; Virginia Uniform Statewide Building Code, Code of Virginia, § 36-97 et seq.

ARTICLE I. - IN GENERAL

Sec. 6-1. - Enforcement of building code.

(a) The building official shall administer and interpret the Virginia Uniform Statewide Building Code, which regulates the construction and maintenance of buildings and structures and provides procedures for its administration and enforcement.

(b) For the purposes of this Code and other ordinances and resolutions of the board of supervisors, the Virginia Uniform Statewide Building Code may be referred to as the "building code." A copy is on file in the office of the building construction and inspections.

(Code 1980, § 5-1; Code 1995, § 6-1; Ord. No. 914, § 1, 3-27-1996)

State law reference—Enforcement of building code by local official and authority of local governing bodies to levy fees, Code of Virginia, § 36-105.

Sec. 6-2. - Appeals from decisions of building official.

Appeals from decisions of the building official applying the building code shall be heard by the county board of code appeals.

(Code 1980, § 5-15; Code 1995, § 6-2; Ord. No. 914, § 2, 3-27-1996)

State law reference—Appeals, Code of Virginia, § 36-105.

Sec. 6-3. - Permit fees.

(a) *Payment required prior to issuance of permit.* No permit or permit amendment for new construction, alteration, removal, demolition or other building operations shall be issued until the required fees have been paid to the office of building construction and inspections.

(b) *Payment of other fees.* The payment of fees for a building permit or permit amendment shall not relieve any person from the payment of other fees that may be prescribed by law or ordinance, including fees for water connections, sewer connections, and erection of signs, display structures, marquees or other appurtenant structures.

(c) *Accounting.* The building official shall keep an accurate account of all fees collected for building permits and shall deposit all fees collected into the county treasury.

(d) *Refunds after permit is issued.* If an issued permit expires or is abandoned or revoked, or if a building project is discontinued, the estimated cost of the work completed shall be computed by the building official and the amount attributable to work not completed shall be returned to the permit holder, less plan review and administrative fees, if a written request for refund is received by the building official within six months of expiration, abandonment, revocation or discontinuance. For purposes of this chapter, plan review and

administrative fees shall be 25 percent of the permit fee.

(e) *Additional fee when work commenced prior to approval of permit.* Upon the building official's discovery and investigation of unauthorized work commenced before a permit application has been approved, a fee of ten percent of the permit fee, or $20.00, whichever is greater, shall be added to the permit fee to cover investigation costs.

(f) *Inspection surcharge fee.* There shall be a fee of $75.00 for each inspection of a new attached or detached one- or two-family dwelling that exceeds the average number of inspections performed for such structures. Any surcharge fee shall be paid prior to issuance of the certificate of occupancy.

(g) *Building permit fee schedule.*

(1) *One- and two-family dwellings.* The fee for building attached or detached one- or two-family dwellings shall be $680.00.

(2) *Appurtenances.* The fee for building attached or detached garages, utility buildings appurtenant to attached or detached one- or two-family dwellings, and any demolition, moving, addition or alteration to existing attached or detached one- or two-family dwellings shall be $100.00 plus $6.00 per $1,000.00 or fraction thereof of value over $5,000.00, except that no such fee for any permit shall exceed that charged for a new one-family dwelling. The fee shall be based upon the cost of labor and material to the owner for the installation, alteration, replacement or repair.

(3) *Other permits.* The permit fee for all other building permits shall be $100.00 plus $7.00 per $1,000.00 or fraction thereof of value over $5,000.00. This rate shall also apply to permits for signs and the moving or demolition of buildings other than for one- or two-family dwellings. The fee shall be based upon the cost of labor and material to the owner for the installation, alteration, replacement or repair.

(4) *Basis of fee for moving of buildings.* The fee for a permit for the removal of a building or structure from one lot to another or to a new location on the same lot shall be based on the estimated cost of moving plus the cost of new foundations and all work necessary to place the building or structure in its completed condition in the new location.

(5) *Basis of fee for demolition.* The fee for a permit for the demolition of a building or structure shall be based on the estimated cost of demolition.

(6) *Basis of fee for signs.* The fee for signs, billboards and other display structures for which permits are required under the provisions of the building code shall be based on their estimated cost.

(h) *Annual certificate of compliance for elevators, escalators, dumbwaiters and manlifts.*

(1) Fees for annual certificates of compliance shall be paid to the county on or before December 31 of each year for the following year. For passenger elevators, freight elevators and manlifts, the fee is $40.00 for elevators of ten stories or less plus $4.00 for each additional ten stories or fraction thereof. For escalators, the fee is $40.00 per floor. For dumbwaiters, the fee is $25.00 for ten stories or less plus $4.00 for each additional ten stories or fraction thereof.

(2) If the initial certificate of compliance is issued between January 1 and June 30 of a year, the fee for that year is one-half the amount shown. If the initial certificate is issued after June 30 of a year, there is no charge for the initial certificate of compliance for that year.

(i) *Plumbing, mechanical, electrical, fire protection equipment and systems permit fee schedule.*

(1) Except for attached or detached one- or two-family dwellings, the permit fee for plumbing, mechanical, electrical and fire protection equipment and systems shall be $100.00 plus $7.00 per $1,000.00 or fraction thereof of value over $5,000.00, based upon the cost of labor and material to the owner for the installation, alteration, replacement or repair.

(2) The permit fee for the installation of plumbing, mechanical, electrical, and fire protection equipment and systems for new attached or detached one- or two-family dwellings shall be $100.00.

(3) The permit fee for the installation, alteration, replacement or repair of any plumbing, mechanical, electrical, and fire protection equipment and systems for existing attached or detached one- or two-family dwellings shall be $100.00 plus $6.00 per $1,000.00 or fraction thereof of value over $5,000.00. The fee shall be based upon the cost of labor and material to the owner for the installation, alteration, replacement or repair.

(j) *Amusement Devices.* The permit fee for amusement devices shall be as prescribed by the Virginia Amusement Device Regulations.

(k) *Plan amendment and re-review fee.* There shall be a fee of $25.00 for each plan review after the office of building construction and inspections has reviewed the plan twice because of plan deficiencies or plan amendments.

(l) *Temporary certificate of occupancy fee.* There shall be a fee of $25.00 for each request for a temporary certificate of occupancy or extension of a temporary certificate of occupancy.

(m) *Waiver of fees in Virginia Enterprise Zones.* The fees in subsections (g)(3) through (g)(6), (i)1, (k), and (l) of this section shall be waived for property located in areas in the county designated as Virginia Enterprise Zones for the life of the enterprise zone.

(Code 1980, § 5-2; Code 1995, § 6-3; Ord. No. 1001, § 1, 7-11-2000; Ord. No. 1045, § 1, 6-24-2003)

State law reference— Authority to adopt permit fees, Code of Virginia, § 36-105.

Secs. 6-4—6-24. - Reserved.

ARTICLE II. - UNSAFE BUILDINGS

*__Cross reference—__ Environment, ch. 10.

Sec. 6-25. - Abatement of public nuisance.

(a) If a public nuisance presents an imminent and immediate threat to life or property, the building official may abate, raze, or remove such public nuisance, and the county attorney may bring an action against the responsible party to recover the necessary costs incurred for the provision of public emergency services reasonably required to abate the public nuisance. If a public nuisance does not present an imminent and immediate threat to life or property, the county attorney may bring an action to compel a responsible party to abate, raze or remove the public nuisance.

(b) The term "nuisance" shall include, but not be limited to, dangerous or unhealthy substances which have escaped, spilled, been released or which have been allowed to accumulate in or on any place and all unsafe, dangerous, or unsanitary public or private buildings, walls, or structures which constitute a menace to the health and safety of the occupants thereof or the public. The term "responsible party" shall include, but not be limited to, the owner, occupier, or possessor of the premises where the nuisance is located, the owner or agent of the owner of the material which escaped, spilled, or was released, and the owner or agent of the owner who was transporting or otherwise responsible for such material and whose acts or negligence caused such public nuisance.

(Code 1980, § 5-7; Code 1995, § 6-61; Ord. No. 914, § 3, 3-27-1996)

Sec. 6-26. - Corrective action by county.

(a) *Authorized; procedure.* In addition to authority granted by the Virginia Uniform Statewide Building Code, the building official shall remove, repair or secure any building, wall or other structure which might

endanger the public health or safety of other residents of the county if the owner and lienholder of the property have failed to remove, repair or secure such building, wall or other structure after reasonable notice and a reasonable time to do so. The building official shall comply with the notice requirements set forth in state law.

(b) *Costs to constitute lien.* The cost or expenses of removal, repair or securing of such structure by the building official shall be charged to and paid by the owner of such property. Such charges may be collected by the county as taxes and levies are collected. Every charge authorized by this section which the owner of the property is assessed and which remains unpaid shall constitute a lien against the property.

(Code 1980, § 5-8; Code 1995, § 6-62)

State law reference— Authority to abate nuisances, Code of Virginia, § 15.2-906.

Secs. 6-27—6-55. - Reserved.

ARTICLE III. - SMOKE ALARMS

*__Cross reference—__ Fire prevention and protection, ch. 11.

*__State law reference—__ Smoke detectors, Code of Virginia, § 15.2-922.

Sec. 6-56. - Required in certain buildings.

Smoke alarms shall be installed in the following structures or buildings if smoke alarms have not been installed in accordance with the building code:

(1) Any building containing one or more dwelling units;

(2) Any hotel or motel regularly used, offered for, or intended to be used to provide overnight sleeping accommodations for one or more persons; and

(3) Any rooming houses regularly used, offered for, or intended to be used to provide overnight sleeping accommodations.

(Code 1980, § 5-10(a); Code 1995, § 6-81)

State law reference— Authority to so provide, Code of Virginia, § 15.2-922.

Sec. 6-57. - Installation standards.

Smoke alarms required by this article shall be installed only in conformance with the provisions of the building code. Smoke alarms may be either battery operated or powered by alternating current. Such installation shall not require new or additional wiring and shall be maintained in accordance with the Virginia Statewide Fire Prevention Code and Part III of the building code.

(Code 1980, § 5-10(b); Code 1995, § 6-82)

State law reference— Similar provisions, Code of Virginia, § 15.2-922.

Sec. 6-58. - Inspections.

The owner of any building, hotel, motel or rooming house required to install smoke alarms under this article shall inspect each alarm annually to ensure it is operating properly and shall maintain a record of such inspection, which shall be available for inspection by the building official, the fire chief or the designee of either.

(Code 1980, § 5-10(c); Code 1995, § 6-83)

Sec. 6-59. - Maintenance.

The owner of any rental unit shall provide the tenant a certificate that all smoke alarms are present, have been inspected by the owner, his employee, or an independent contractor, and are in good working order no more than once every 12 months. Except for smoke alarms located in public or common areas of multifamily buildings, interim testing, repair and maintenance of smoke alarms in rented or leased dwelling units shall be the responsibility of the tenant in accordance with Code of Virginia, §§ 55-225.4 or 55-248.16, as applicable.

(Code 1980, § 5-10(d); Code 1995, § 6-84)

State law reference—Similar provisions, Code of Virginia, § 15.2-922.

Secs. 6-60—6-76. - Reserved.

ARTICLE IV. - PROPERTY NUMBERING AND STREET NAMING SYSTEM

***Cross reference—**Streets, sidewalks and other public property, ch. 18.

***State law reference—**Authority to require building numbers, Code of Virginia, § 15.2-2024.

Sec. 6-77. - Penalty; additional remedies.

Any person who fails to comply with section 6-80 and the regulations adopted under this article shall be guilty of a misdemeanor. In addition to the criminal penalties for misdemeanor violations, the director of planning may invoke any other lawful procedure available to correct such violation, including an action for injunctive relief.

(Code 1980, § 5-14; Code 1995, § 6-111)

Sec. 6-78. - System established.

(a) *Purpose.* In order to provide for more efficient delivery of emergency and other services, uniformity in street naming and assignment of property numbers, elimination of inconsistencies and duplication of street names, a property numbering and street naming system for the county is hereby established.

(b) *Adoption of standards.* The county shall use the system of numbering properties and principal buildings and naming streets shown in the property numbering and street naming manual filed in the county planning office. The property numbering and street naming manual, including all numbering maps, plats, naming and numbering procedures and explanatory matters therein, is hereby adopted and made a part of this article.

(c) *Identification of properties.* All properties or parcels of land within the limits of the county shall be identified as provided by the adopted system.

(Code 1980, § 5-11; Code 1995, § 6-112)

Sec. 6-79. - Responsibility for administration and enforcement; amendments.

The director of planning shall be responsible for enforcement and maintenance of the numbering ordinance and the manual adopted by this article and is authorized to promulgate amendments to the manual.

(Code 1980, § 5-12; Code 1995, § 6-113)

Sec. 6-80. - Display of numbers.

It shall be unlawful for the owner of, or other person responsible for, each building in the county that fronts on a right-of-way to fail to display the assigned number on the primary or accompanying building or in a manner that is easily readable from the right-of-way on which the property is located.

(Code 1980, § 5-13; Code 1995, § 6-114; Ord. No. 950, § 1, 7-9-1997)

State law reference— Authority to require display of building numbers, Code of Virginia, § 15.2-2024.

Secs. 6-81—6-103. - Reserved.

ARTICLE V. - SPOT BLIGHT ABATEMENT

***Cross reference—** Environment, ch. 10.

***State law reference—** Spot blight abatement, Code of Virginia, § 36-49.1:1.

Sec. 6-104. - Purpose.

The board of supervisors finds that deteriorating properties, including the improvements and the land on which they are built, have a deleterious effect on property values and the quality of life in the area surrounding them. This article is enacted to provide for the abatement of blight which threatens the health, safety, morals and welfare of the community.

(Code 1995, § 6-115; Ord. No. 1015, § 1, 8-14-2001)

Sec. 6-105. - Blight abatement authorized.

The county may clear or repair any blighted property as defined in this article in order to abate blight. In addition, the county may recover the cost of any clearing or repair of such property from the owner.

(Code 1995, § 6-116; Ord. No. 1015, § 1, 8-14-2001)

Sec. 6-106. - Blighted property defined.

The term "blighted property" means any individual commercial, industrial, or residential structure or improvement that endangers the public's health, safety, or welfare because the structure or improvement upon the property is dilapidated, deteriorated, or violates minimum health and safety standards, or any structure or improvement previously designated as blighted under the process for determination of "spot blight."

(Code 1995, § 6-117; Ord. No. 1015, § 1, 8-14-2001; Ord. No. 1135, § 1, 10-13-2009)

State law reference— Similar provisions, Code of Virginia, §§ 36-3, 36-49.1:1I(A).

Sec. 6-107. - Procedures for declaring blight; notification of owner; public hearing.

(a) The county manager or his designee shall make a preliminary determination that a property is blighted in accordance with section 6-106. The county manager or his designee shall notify the owner by regular and certified mail sent to the last address shown on the county's assessment records, specifying the reasons why

the property is blighted. The owner shall have 30 days within which to respond in writing with a plan to cure the blight within a reasonable time.

(b) If the owner fails to respond within the 30-day period with a plan that is acceptable to the county manager or his designee, the county manager or his designee may prepare a proposed plan to abate the spot blight, request the board of supervisors to declare the property is blighted by ordinance, and request the board of supervisors to approve the proposed plan to abate the spot blight. The county manager or his designee shall send written notice and the proposed plan to the owner before the board of supervisors acts on the ordinance and proposed plan.

(c) If the board of supervisors declares the property is blighted by ordinance and approves the proposed plan, the county may carry out the approved plan to clear or repair the property in accordance with the approved plan, the provisions of this section, and applicable law. The county shall have a lien on all property so cleared or repaired under an approved plan to recover the cost of demolition or improvements made by the county to bring the blighted property into compliance with applicable building codes. The lien on such property shall bear interest at the legal rate of interest established in Code of Virginia, § 6.1-330.53, beginning on the date the repairs are completed through the date on which the lien is paid. The lien shall be filed in the circuit court and shall be treated in all respects as a tax lien and enforceable in the same manner as provided by law. The county may recover its costs of clearing or repair from the owner of record of the property when the clearing or repairs were made at such time as the property is sold or disposed of by such owner. The costs of clearing or repair shall be recovered from the proceeds of any such sale.

(Code 1995, § 6-118; Ord. No. 1015, § 1, 8-14-2001; Ord. No. 1135, § 3, 10-13-2009)

State law reference—Similar provisions, Code of Virginia, § 36-49.1:1(B)—(H).

Sec. 6-108. - Declaration of nuisance.

In lieu of the exercise of powers granted in sections 6-105 through 6-107, the board of supervisors, by ordinance, may declare any blighted property to constitute a nuisance, and thereupon abate the nuisance pursuant to state law. Such ordinance shall be adopted only after written notice by certified mail to the owner at the last known address of such owner as shown on the current real estate tax assessment books or current real estate tax assessment records. If the owner does not abate or remove the nuisance and the county abates or removes the nuisance at its expense, the costs of abatement or removal shall be a lien on the property and the lien shall bear interest at the legal rate of interest established in Code of Virginia, § 6.1-330.53, beginning on the date the abatement or removal is completed through the date on which the lien is paid.

(Code 1995, § 6-119; Ord. No. 1015, § 1, 8-14-2001; Ord. No. 1135, § 1, 10-13-2009)

State law reference—Similar provisions, Code of Virginia, § 36-49.1:1(I).

Sec. 6-109. - Provisions cumulative.

The provisions of this article shall be cumulative and shall be in addition to any remedies for spot blight abatement that may be authorized by law.

(Code 1995, § 6-120; Ord. No. 1015, § 1, 8-14-2001)

State law reference—Similar provisions, Code of Virginia, § 36-49.1:1(J).

ARTICLE VI. - REPAIR OR REMOVAL OF DERELICT BUILDINGS

Sec. 6-135. Purpose.

The purpose of this article is to encourage the repair or removal of derelict buildings in the county by providing procedures and tax abatement for such activity.

Sec. 6-136. Definitions.

The following words and terms used in this article have the following meanings, unless the context clearly indicates otherwise:

Derelict building means a residential or nonresidential building or structure, whether or not construction has been completed, that might endanger the public's health, safety or welfare and for a continuous period in excess of six months has been:

(1) vacant;
(2) boarded up in accordance with the building code; and
(3) not lawfully connected to electric service from a utility service provider or not lawfully connected to any required water or sewer service from a utility service provider.

Plan means the plan submitted by the owner of a derelict building to the building official in accordance with section 6-138.

Sec. 6-137. Declaration of derelict property; notice.

(a) The building official may determine that a building qualifies as a derelict building or the owner of a building may apply to the building official and request that the building be declared a derelict building for the purposes of this article.

(b) If a building qualifies as a derelict building, the building official shall give written notice to the owner at the address listed on the county's assessment records. Such notice shall be delivered by first-class mail, and the building official shall obtain a U.S. Postal Service Certificate of Mailing, which shall constitute delivery for purposes of this section.

(c) The building official's written notice shall state that the owner of the derelict building is required to submit to the building official a plan, within 90 days, to demolish or renovate the building to address the items that endanger the public's health, safety or welfare as listed in the written notice.

Sec. 6-138. Submission of plan by property owner; approval by building official.

(a) Any owner of a derelict building to whom the building official has sent a written notice as provided in section 6-137 shall submit to the building official within 90 days a plan to demolish or renovate such building. The building official may require that such plan be submitted on forms provided by the building official. The plan filed by the owner shall include a proposed time within which the plan will be commenced and completed. The plan may include one or more adjacent properties of the owner, whether or not all of such properties have been declared derelict buildings.

(b) The plan shall be subject to approval by the building official. Upon receipt of the plan, the building official shall meet with the owner at the owner's request and provide information to the owner about the land use and permitting requirements for demolition or renovation.

Sec. 6-139. Plan completion; permit fees.

(a) If the owner's plan is to demolish the derelict building, the building permit application for demolition shall be expedited. The building official shall refund any building and demolition permit fees upon the owner's submission of proof of demolition within 90 days of the date of the building permit issuance.

(b) If the owner's plan is to renovate the derelict building and no rezoning is required for the owner's intended use of the property, the plan of development or subdivision application and the building permit application shall be expedited.

(c) The plan of development or subdivision application fees shall be the lesser of 50 percent of the standard fees established for plan of development or subdivision applications for the proposed use of the property, or $5,000 per property;

(d) The building permit application fees shall be the lesser of 50 percent of the standard fees established for building permit applications for the proposed use of the property, or $5,000 per property.

Sec. 6-140. Remedies for noncompliance.

(a) An owner's failure to submit a plan required under this article or failure to comply with an approved plan or the dates for commencement and completion of an approved plan shall be a violation of this Code as provided in section 1-13(a)(2) and shall be punishable as provided in that section.

(b) Notwithstanding the provisions of this article, the building official may proceed to make repairs and secure the derelict building under section 6-26, or to abate or remove a nuisance under section 6-25. In addition, the building official may exercise remedies that exist under the building code and may exercise such other remedies available under general and special law.

ARTICLE VII. REPAIR OR REMOVAL OF DEFACEMENT, CRIMINAL BLIGHT, AND BAWDY HOUSES

Sec. 6-150. Repair or removal of defacement of buildings, walls, fences, and other structures.

(a) The building official is hereby authorized to repair or remove defacement of the following if the property owner fails to remove or repair the defacement within 30 days of the mailing of written notice to the owner's address shown on the real property records of the county.

(1) Any public building, wall, fence or other structure; or

(2) Any private building, wall, fence or other structure if the defacement is visible from a public right-of-way.

(b) The building official may have the defacement removed or repaired by county employees or agents at county expense.

Sec. 6-151. Repair, removal or securing of buildings and other structures harboring illegal drug use or other criminal activity.

(a) *Definitions.* For the purpose of this section, the following terms have the following meanings:

Affidavit means the affidavit sworn to under oath in accordance with subsection (c).

Commercial sex acts means any specific activities that would constitute a criminal act under Code of Virginia, title 18.2, ch. 8, art. 3 (Code of Virginia, § 18.2-344 et seq.) or a substantially similar local ordinance if a criminal charge were to be filed against the individual perpetrator of such criminal activity.

Controlled substance means illegally obtained controlled substances or marijuana, as defined in Code of Virginia, § 54.1-3401.

Corrective action means (i) taking specific actions with respect to the buildings or structures on property that are reasonably expected to abate criminal blight on such real property, including the removal, repair, or securing of any building, wall, or other structure, or (ii) changing specific policies, practices, and procedures of the real property owner that are reasonably expected to abate criminal blight on real property. A local law-enforcement official will prepare an affidavit on behalf of the locality that states specific actions to be taken on the part of the property owner that the locality determines are necessary to abate the identified criminal blight on such real property and that do not impose an undue financial burden on the owner.

Criminal blight means a condition existing on real property that endangers public health or the safety of county residents and is caused by (i) the regular presence of persons in possession or under the influence of controlled substances; (ii) the regular use of the property for the purpose of illegally possessing, manufacturing, or distributing controlled substances; (iii) the regular use of the property for the purpose of engaging in commercial sex acts; or (iv) the discharge of a firearm that would constitute a criminal act under Code of Virginia, title 18.2, ch. 7, art. 4 (Code of Virginia, § 18.2-279 et seq.) or a substantially similar local ordinance if a criminal charge were to be filed against the individual perpetrator of such criminal activity.

Law-enforcement official means an official designated to enforce criminal laws within a locality, or an agent of such law-enforcement official. The law-enforcement official will coordinate with the building or fire code official of the locality as otherwise provided under applicable laws and regulations.

Owner means the record owner of real property.

Property means real property.

(b) *Abatement authorized.* The building official is hereby authorized to take reasonable steps to abate criminal blight on real property, such as removal, repair or securing of a building, wall or other structure, after complying with the notification provisions of this section.

(c) *Initial notification procedures.* Before any corrective action is taken, the chief of police will execute and send the building official an affidavit that cites Code of Virginia, § 15.2-907, and states the following:

(1) Criminal blight exists on the property;

(2) The grounds for determining that criminal blight exists on the property;

(3) The police division has been unable to abate the criminal blight despite diligent efforts to do so; and

(4) The criminal blight constitutes a present threat to the public's health, safety or welfare.

The building official will send a copy of the affidavit by (i) certified mail, return receipt requested; (ii) hand delivery; or (iii) overnight delivery by a commercial service or the United States Postal Service, to the owner of the property at his current address in the county's assessment records along with a notice stating that the owner has

30 days from the date of the notice to take corrective action and that, upon the owner's request, the county will assist the owner in determining and coordinating the corrective action. If the owner notifies the county in writing within the 30-day period that additional time to complete the corrective action is needed, the county will allow such owner an extension for an additional 30-day period to take such corrective action.

(d) *Additional notification.* If no corrective action is taken during the 30-day period, or during the extension if such extension is granted by the county, the building official will send an additional notice to the owner by certified mail, return receipt requested, at the address stated in subdivision (c). The notice will state the date on which the county may commence (i) corrective action to abate the criminal blight or (ii) legal action in a court of competent jurisdiction to obtain a court order to require that the owner take such corrective action or, if the owner does not take corrective action, a court order to revoke the certificate of occupancy for such property, which date must be no earlier than 15 days after the date of mailing of the additional notice. The notice must also describe the county's contemplated corrective action and state that the costs of corrective action taken by the county will be charged to the owner. Upon reasonable notice to the county, the owner may seek judicial relief, and the county may not take corrective action during the pendency of a proper petition for relief in a court of competent jurisdiction.

(e) *Costs of corrective action.* If the county takes corrective action after complying with the requirements of this section, the county may charge the costs and expenses of the corrective action to the owner and may collect them as taxes are collected. Every charge authorized by this section that remains unpaid constitutes a lien against the property with the same priority as liens for unpaid local real estate taxes and is enforceable in the same manner as provided in Code of Virginia, title 58.1, ch. 39, arts. 3 (Code of Virginia, § 58.1-3940 et seq.) and 4 (Code of Virginia, § 58.1-3965 et seq.).

(f) *Corrective action by owner.* If the owner of the property takes timely and effective corrective action pursuant to the provisions of this section, the building official will deem the criminal blight abated, close the proceedings without any charge or costs to the owner, and promptly provide a written notice to the owner that the proceeding has been terminated satisfactorily. The closing of a proceeding does not bar the county from initiating a subsequent proceeding if the criminal blight recurs.

(g) *Owner's rights preserved.* Nothing in this section will be construed to abridge, diminish, limit, or waive any rights or remedies of an owner of property at law or any permits or nonconforming rights the owner may have under Code of Virginia, title 15.2, ch. 22 (Code of Virginia, § 15.2-2200 et seq.) or under the Code. If an owner in good faith takes corrective action, and despite having taken such action, the specific criminal blight identified in the affidavit persists, such owner will be deemed in compliance with this section. Further, if a tenant of a rental dwelling unit, or a tenant on a manufactured home lot, is the cause of criminal blight on such property and the owner in good faith initiates legal action and pursues the same requesting a final order by a court of competent jurisdiction, as otherwise authorized by the Code of Virginia, against such tenant to remedy such noncompliance or to terminate the tenancy, such owner will be deemed in compliance with this section.

Sec. 6-152. Repair, removal or securing of buildings and other structures harboring a bawdy place.

(a) *Definitions.* For the purpose of this section, the following terms have the following meanings:

Affidavit means an affidavit prepared in accordance with subsection (c) of this section.

Bawdy place means the same as that term is defined in Code of Virginia, § 18.2-347.

Corrective action means the taking of steps which are reasonably expected to be effective to abate a bawdy place on real property, such as removal, repair or securing of any building, wall or other structure.

Owner means the record owner of real property.

(b) *Abatement authorized.* The building official is hereby authorized to take reasonable steps to abate a bawdy place on real property, such as removal, repair or securing of a building, wall or other structure, after complying with the notification provisions of this section.

(c) *Initial notification procedures.* Before any corrective action is taken, the chief of police will execute and send the building official an affidavit that cites Code of Virginia, § 15.2-908.1, and states the following:

(1) A bawdy place exists on the property and in the manner described therein;

(2) The police division has been unable to abate the bawdy place despite diligent efforts to do so; and

(3) The bawdy place constitutes a present threat to the public's health, safety or welfare.

The building official will send a copy of the affidavit by regular mail to the owner of the property at his current address in the county's assessment records along with a notice stating that the owner has 30 days from the date of the notice to take corrective action to abate the bawdy place and that, upon the owner's request, the county will assist the owner in determining and coordinating the corrective action.

(d) *Additional notification.* If no corrective action is taken during the 30-day period, the building official will send an additional notice to the owner by regular mail. The notice must state that the county may take corrective action to abate the bawdy place after 15 days from the date of the additional notice, and it must describe the county's contemplated corrective action. The notice must also state that the costs of corrective action taken by the county will be charged to the owner. Upon reasonable notice to the county, the owner may seek equitable relief, and the county may not take corrective action during the pendency of a proper petition for relief in a court of competent jurisdiction.

(e) *Costs of corrective action.* If the county takes corrective action after complying with the requirements of this section, the county may charge the costs and expenses of the corrective action to the owner and may collect them as taxes are collected. Every charge authorized by this section which remains unpaid constitutes a lien against the property with the same priority as liens for unpaid local real estate taxes and is enforceable in the same manner as provided in Code of Virginia, title 58.1, ch. 39, arts. 3 (Code of Virginia, § 58.1-3940 et seq.) and 4 (Code of Virginia, § 58.1-3965 et seq.).

(f) *Corrective action by owner.* If the owner of the property takes timely and effective corrective action, the building official will deem the bawdy place abated, close the proceedings without any charge or costs to the owner, and promptly provide a written notice to the owner that the proceeding has been terminated satisfactorily. The closing of a proceeding does not bar the county from initiating a subsequent proceeding if the bawdy place recurs.

(g) *Owner's rights preserved.* Nothing in this section will be construed to abridge or waive any rights or remedies of an owner of property at law or in equity.

ARTICLE VIII. RESIDENTIAL RENTAL INSPECTION PROGRAM

Sec. 6-175. Purpose.

The purpose of this article is to promote safe, decent, and sanitary housing in Henrico County.

Sec. 6-176. Definitions.

For purposes of this article:

"Dwelling unit" means a building or structure or part thereof that is used for a home or residence by one or more persons who maintain a household.

"Owner" means the person shown in the current real estate assessment records.

"Residential rental dwelling unit" means a dwelling unit that is leased or rented to one or more tenants. A dwelling unit occupied in part by the owner thereof will not be construed to be a residential rental dwelling unit unless a tenant occupies a part of the dwelling unit which has its own cooking and sleeping areas and a bathroom.

Sec. 6-177. Compliance with other laws.

Inspections must comply with all state and federal laws, including constitutional requirements governing searches.

The provisions of this article do not (i) alter the rights and obligations of landlords and tenants under the provisions of chapter 12 (§ 55.1-1200, et seq.) or chapter 14 (§ 55.1-1400 et seq.) of title 55.1 of the Code of Virginia, as amended, or (ii) alter the duties and responsibilities of the building official under Code of Virginia sec. 36-105 and this chapter to enforce the building code.

Sec. 6-178. Designation of rental inspection district.

The board of supervisors finds that (i) there is a need to protect the public health, safety, and welfare of the occupants of dwelling units inside the rental inspection district designated in this section; (ii) the residential rental dwelling units within the designated rental inspection district are either (a) blighted or in the process of deteriorating, or (b) the residential rental dwelling units are in need of inspection by the building official to prevent deterioration, taking into account the number, age, and condition of residential dwelling rental units inside the designated rental inspection district; and (iii) the inspection of residential rental dwelling units inside the designated rental inspection district is necessary to maintain safe, decent, and sanitary living conditions for tenants and other residents living in the rental inspection district. Therefore, the board designates the following rental inspection district, pursuant to Code of Virginia, § 36-105.1:1, as amended:

Glenwood Farms Rental Inspection District. The boundaries of the Glenwood Farms Rental Inspection District are shown on the map attached to this ordinance and incorporated by reference. A copy of the map is maintained in the office of the building official.

Sec. 6-179. Inspections authorized.

The board authorizes the building official to inspect residential rental dwelling units within the designated rental inspection district pursuant to the procedures set forth in this section and in conformance with the requirements of sec. 6-177.

1. *Notification upon establishment of district.* Upon the adoption of this ordinance establishing a rental inspection district, the building official will make reasonable efforts to notify owners of residential rental dwelling units within the designated rental inspection district, or their designated managing agents, of the adoption of the ordinance and provide information and an explanation of the rental inspection ordinance and the responsibilities of the owner thereunder.

2. *Initial inspection of dwelling units.* Upon the establishment of the rental inspection district, the building official may, in conjunction with the written notifications provided for in Code of Virginia § 36-105.1:1(C), proceed to inspect dwelling units in the designated rental inspection district to determine if the dwelling units are being used as residential rental property and for compliance with the provisions of the building code that affect the safe, decent, and sanitary living conditions for the tenants of such property.

3. *Initial and periodic inspections of multifamily dwelling units*. If a multifamily development has more than 10 dwelling units, in the initial and periodic inspections, the building official may inspect only a sampling of dwelling units, of not less than two and not more than 10 percent of the dwelling units, of the multifamily development, which includes all of the multifamily buildings which are part of that multifamily development. If the building official determines upon inspection of the sampling of dwelling units that there are violations of the building code that affect the safe, decent, and sanitary living conditions for the tenants of such multifamily development, the building official may inspect as many dwelling units as necessary to enforce the building code.

4. *Follow-up inspections*. Upon the initial or periodic inspection of a residential rental dwelling unit subject to this article, the building official has the authority under the building code to require the owner of the dwelling unit to submit to such follow-up inspections of the dwelling unit as the building official deems necessary, until such time as the dwelling unit is brought into compliance with the provisions of the building code that affect the safe, decent, and sanitary living conditions for the tenants.

5. *Periodic inspections*. Except as provided in subdivision 4 above, following the initial inspection of a residential rental dwelling unit subject to this article, the building official may inspect any residential rental dwelling unit in a rental inspection district, that is not otherwise exempted in accordance with section 6-180, no more than once each calendar year.

Sec. 6-180. Exemptions.

Upon the initial or periodic inspection of a residential rental dwelling unit subject to this article for compliance with the building code, provided that there are no violations of the building code that affect the safe, decent, and sanitary living conditions for the tenants of such residential rental dwelling unit, the building official will provide, to the owner of such residential rental dwelling unit, an exemption from this article for a minimum of four years. Upon the sale of a residential rental dwelling unit, the building official may perform a periodic inspection as provided in subdivision 5 of section 6-179, subsequent to such sale. If a residential rental dwelling unit has been issued a certificate of occupancy within the last four years, an exemption will be granted for a minimum period of four years from the date of the issuance of the certificate of occupancy by the building official. If the residential rental dwelling unit becomes in violation of the building code during the exemption period, the building official may revoke the exemption previously granted under this section.

Sec. 6-181. Penalties.

Penalties for violations of this article will be the same as the penalties provided in the building code.

ARTICLE IX. HENRICO INVESTMENT PROGRAM

Sec. 6-200. Purpose.

The purpose of this article is to enhance the economy of the county by establishing the Henrico Investment Program to encourage the private sector to purchase, assemble, and revitalize parcels suitable for economic development in designated areas of the county, as permitted by Virginia law, including Code of Virginia, § 15.2-1232.2, as amended.

Sec. 6-201. Definitions.

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

Director means the director of the department of community revitalization.

Economic Development Authority means the Economic Development Authority of Henrico County, Virginia.

Henrico Investment Program Area means an economic revitalization area of the county identified in section 6-202.

Qualifying Commercial or Industrial Use means any of the following uses of real property: retail or wholesale trades, hotels, restaurants, offices, clinics, warehouses, light manufacturing, or similar uses as determined by the director, and specifically excludes dissimilar uses, such as: apartments, dwellings, townhomes, and other residential uses, heavy manufacturing, exterior corridor motels, pay day lenders, and adult businesses and other uses where admittance by the public is conditioned on being over the age of 18.

Qualifying Property includes all real property or portions thereof (i) actually used for a Qualifying Commercial or Industrial Use, or for which the applicant or its successor in interest is actively pursuing redevelopment or rezoning to be used for a Qualifying Commercial or Industrial Use, (ii) located entirely within a Henrico Investment Program Area, and (iii) substantially in conformance with the comprehensive plan's recommendations for the property.

Sec. 6-202. Henrico Investment Program Areas.

The following areas are established as individual Henrico Investment Program Areas for economic revitalization pursuant to Code of Virginia, § 15.2-1232.2, as amended. Each area is shown on a map approved by the board of supervisors and maintained in the office of the Director. The incentives under this article will be available only for the dates listed for each Area.

(1) *Mechanicsville Turnpike Investment Area.* Effective January 1, 2022, and expires December 31, 2031.

(2) *Patterson Avenue Investment Area*. Effective January 1, 2022, and expires December 31, 2031.

(3) *Staples Mill Road Investment Area*. Effective January 1, 2022, and expires December 31, 2031.

(4) *West Broad Street Investment Area*. Effective January 1, 2022, and expires December 31, 2031.

(5) *Williamsburg Road Investment Area*. Effective January 1, 2022, and expires December 31, 2031.

Sec. 6-203. Applications.

The Director will publish application forms for incentives under this article. The forms will require all information necessary to determine whether the property is a Qualifying Property and the extent to which a project on the Qualifying Property qualifies for incentives. Anyone owning property located in a Henrico Investment Program Area is eligible to apply. If the property has more than one owner, all owners must join in the application, and a contract purchaser may apply with the written consent of all owners of the property.

Sec. 6-204. Incentives.

The following incentives are available for Qualifying Properties:

(1) *Building permit fees*. The fees in subsections (g)(3) – (6), (i)(1), (k), and (l) of section 6-3 of this Code will be waived for permits issued for Qualifying Commercial or Industrial Uses where the permit application indicates the investment will be equal to or greater than $100,000. If only a portion of the property will be used for a Qualifying Commercial or Industrial Use, only the portion of the fee attributable to the Qualifying Commercial or Industrial Use will be waived.

(2) *Planning application fees*. The fees set out on the Planning Application Fee Schedule will be waived for planning applications for Qualifying Commercial or Industrial Uses. If only a portion of the property will be used for a Qualifying Commercial or Industrial Use, only the portion of the fee attributable to the Qualifying Commercial or Industrial Use will be waived.

(3) *Additional incentives from the Economic Development Authority*. The board of supervisors may make donations to the Economic Development Authority to fund additional incentives for Qualifying Commercial or Industrial Uses. The approval of additional incentives will be at the discretion of the Economic Development Authority.

Sec. 6-205. Disqualification.

Incentives will not be available for any Qualifying Property (i) that ceases to meet the definition of Qualifying Property in section 6-202, or (ii) for which real estate taxes are delinquent, or (iii) for which a County Code violation exists under chapters 6, 10, 19, or 24.

Secs. 6-206 – 6-224. Reserved.

Article X. Technology Zones

Sec. 6-225. Purpose.

The purpose of this article is to enhance the economy of the county and its commercial and industrial tax base by establishing technology zones and granting incentives to foster the development,

maintenance, and expansion of qualified businesses within such zones, as permitted by Code of Virginia, § 58.1-3850, as amended.

Sec. 6-226. Definitions.

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

Director means the executive director of the Economic Development Authority.

Economic Development Authority means the Economic Development Authority of Henrico County, Virginia.

Technology Zone means an area of the county identified in section 6-227.

Qualified Business means a for-profit business that:

(1) Operates any of the following within a Technology Zone: financial technology center, information technology customer center, information technology operation center, shared services center, corporate headquarters, finance or insurance business, professional or creative services business, health and life sciences business, or substantially similar business, as determined by the Director including, but not limited to, research and development or laboratory business; and

(2) Provides for the creation within the Technology Zone of 10 new full-time employees with an average annual salary meeting or exceeding the local prevailing wage for the county, as measured by the Virginia Economic Development Partnership at the time of an application for incentives.

Qualifying Property includes all real property or portions thereof (i) actually used for a Qualifying Business, or for which the Qualifying Business is actively pursuing redevelopment or rezoning to be used for a Qualifying Business, (ii) located entirely within a Technology Zone, and (iii) substantially in conformance with the comprehensive plan's recommendations for the property.

Sec. 6-227. Technology zone established; effective dates of incentives.

The Innsbrook Technology Zone is established, and its boundaries are the same as the Innsbrook Redevelopment Overlay District in section 24-3707 of this Code. The incentives under this article will be available for the Innsbrook Technology Zone only for complete applications received between July 1, 2022, and July 1, 2032, and incentives may not be authorized or fulfilled for applications received outside of those dates.

Sec. 6-228. Applications.

The Director will publish application forms for incentives under this article. The forms will require all information necessary to determine whether the property is a Qualifying Property and the extent to which a project on the Qualifying Property qualifies for incentives. If the property has more than one owner, then all owners must join in the application. Any contract purchaser of property located in a

Technology Zone may apply for incentives for the property with the written consent of all owners of the property.

Sec. 6-229. Incentives in technology zones.

The following incentives are available for applicants qualified under section 6-228:

(1) *Building permit fees*. The fees in subsections (g)(3) – (6), (i)(1), (k), and (l) of section 6-3 of this Code will be waived for permits issued for Qualifying Properties when the value of the new capital investment shown on the permit application is equal to or greater than $1,000,000. If only a portion of the property is Qualifying Property, only the portion of the fee attributable to the Qualifying Property will be waived.

(2) *Planning application fees*. The fees set out on the Planning Application Fee Schedule approved by the board of supervisors will be waived for planning applications submitted for Qualifying Properties when the value of the new capital investment is equal to or greater than $1,000,000. If only a portion of the property is Qualifying Property, only the portion of the fee attributable to the Qualifying Property will be waived.

(3) *Additional incentives from the Economic Development Authority*. The board of supervisors may make donations to the Economic Development Authority to fund additional incentives for Qualifying Properties. The approval of additional incentives will be at the discretion of the Economic Development Authority.

Sec. 6-230. Disqualification.

Incentives will not be authorized or granted for any Qualifying Property (i) that ceases to meet the definition of Qualifying Property, or (ii) for which real estate taxes are delinquent, or (iii) for which there is a violation of chapters 6, 10, 19, or 24 of this Code.

Secs. 6-231 – 6-249. Reserved.

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.

(jj) *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.