



CITY COUNCIL WORK SESSION

Tuesday, August 25, 2026 | 4:00 PM
2nd Floor Training Room - City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

- I. Welcome** *Larry Taylor, Mayor*
- II. Work Session Agenda Overview** *Wynter C. Benda, City Manager*
- III. Business Item Briefing(s)**
 - III.1. C-PACE Ordinance Update
 - III.2. 5612 & 5616 Edgewood Avenue - Rezoning - Perimeter Roofing and Exteriors
 - III.3. 802 Court Street - Rezoning - Gilliam House Condominiums
 - III.4. 533 Leesville Road - Rezoning - Rental Office Use
 - III.5. Boards and Commissions Quarterly Reporting
- IV. Work Session Agenda Items**
 - IV.6. Leesville Road Speed Study Results
 - IV.7. Comprehensive Plan Update
 - IV.8. Odd Fellows Road Bridge Naming
 - IV.9. Downtown Public Safety
 - IV.10. Flock Safety Technology
- V. Roll Call**
- VI. Closed Session**

AGENDA ITEM SUMMARY**MEETING DATE**

August 25, 2026

PRESENTED BYMarjette Upshur, Director of Economic
Development & Tourism**AGENDA ITEM # III.1**

C-PACE Ordinance Update

RECOMMENDATION

Approval of City's C-PACE Ordinance amendments

SUMMARY

The City of Lynchburg adopted a Commercial Property Assessed Clean Energy (C-PACE) Financing Program in 2019. C-PACE is a voluntary financing tool that allows owners of eligible commercial properties to obtain private financing for qualifying improvements, with repayment secured by a voluntary special assessment lien on the property. The City does not provide or guarantee the financing.

Since adoption of the City's ordinance, the Commonwealth has established a statewide C-PACE program sponsored by the Virginia Department of Energy and administered by the Virginia PACE Authority. The statewide program provides a standardized process for application review, project approval, closing, servicing, and program administration at no cost to participating localities.

The proposed ordinance updates Lynchburg's existing C-PACE program to align with current Virginia law and the statewide program. The amendments expand eligible improvements to include energy and water efficiency, renewable energy, resiliency, stormwater management, environmental remediation, and electric vehicle infrastructure, and allow qualifying improvements associated with existing buildings, adaptive reuse, and new construction.

Under the statewide program, private capital providers originate and service C-PACE loans, and the Virginia PACE Authority administers the application and approval process. The City's principal responsibilities are to maintain the enabling ordinance, execute the agreement with Virginia Energy (the name of Virginia's C-PACE Program), and execute required documents for individual projects. The City has no obligation to originate or guarantee C-PACE loans.

PRIOR ACTION(S)

December 10, 2019 – City Council adopted (7-0) the City's original C-PACE ordinance establishing a local C-PACE financing program.

FISCAL IMPACT

None

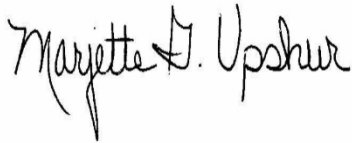
CONTACT(S)

Marjette Upshur, Director of Economic Development & Tourism

ATTACHMENT(S)

1. Presentation
2. Ordinance
3. C-PACE Program Guidelines
4. C-PACE Program Agreement
5. C-PACE Project Agreement

REVIEWED BY



Marjette Upshur, Director of Economic Development & Tourism

Date: August 14, 2026



Kent White, Assistant City Manager

Date: August 14, 2026



Alicia Finney-Andrews, Clerk of Council

Date: August 20, 2026

C-PACE COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY

Ordinance Update
August 25, 2026



PURPOSE & ACTION

Purpose:

Update the City's C-PACE ordinance

Why:

- Align with Virginia's statewide C-PACE program.
- Make the financing tool usable locally



WHAT IS C-PACE?

Voluntary private financing for commercial property improvements.

Eligible improvements include:

- Energy & water efficiency
- Renewable energy
- Resiliency & stormwater
- Environmental remediation
- EV infrastructure

WHY IT MATTERS

Economic Development Tool

- Revitalizes buildings
- Supports adaptive reuse
- Encourages private investment
- Strengthens tax base

No Direct Fiscal Impact

- No City funding
- No City debt
- No loan guarantees
- Statewide administration





WHAT CHANGES?

- Existing ordinance modernized.
- Aligns the City of Lynchburg with Virginia's statewide C-PACE program
- Updates & expands eligible improvements
- Virginia PACE administers program requirements.
- City retains required approval & lien responsibilities

AN ORDINANCE TO AMEND AND REENACT THE CODE OF THE CITY OF LYNCHBURG, 1981, BY AMENDING SECTIONS 36-301 THROUGH 36-305, REPEALING SECTION 36-306, AND 36-307 THROUGH 36-308 OF ARTICLE IV OF CHAPTER 36; WITH ALL OF THE SAME BEING CONNECTED TO UPDATING THE CITY'S C-PACE FINANCING PROGRAM

ORDINANCE:

#O-26-__

WHEREAS, prior to the adoption of this Ordinance, a public hearing was held before the Lynchburg City Council after being duly advertised on [REDACTED] and on [REDACTED] in The News & Advance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That the Code of City of Lynchburg, 1981, is hereby amended and reenacted by (i) amending Sections 36-301 through 36-305 of Article IV of Chapter 36; (ii) repealing Section 36-106 of Article IV of Chapter 36; and (iii) amending Sections 36-307 through 36-308 of Article IV of Chapter 36 of such code as follows:

**Article IV. Commercial Property Assessed
Clean Energy (C-PACE) Financing Program**

Sec. 36-301. Purpose and creation of C-PACE Financing Program.

~~(a) Pursuant to the C-PACE Act, any Virginia locality may enact an ordinance authorizing a C-PACE program to provide C-PACE loans for the initial acquisition and installation of eligible clean energy, resiliency, and/or stormwater management improvements with willing owners of qualifying properties, which may include renovations to existing improvements or new construction. Each C-PACE loan shall be secured by a voluntary special assessment lien on the property that is the subject of the C-PACE loan. C-PACE loans shall be repaid in installment payments, which shall be due and payable in accordance with the C-PACE program guidelines and financing documents.~~

~~(b) After due consideration, the city council hereby determines that the promotion and development of a C-PACE program will enhance the renovation of existing buildings and foster the construction of new buildings with energy or water efficient features, resulting in economic growth in the City and the region. The adoption of an ordinance creating a city C-PACE program is in the public interest and fulfills multiple public purposes.~~

~~(c) Therefore, the purpose of this chapter is to create the "Lynchburg Commercial Property Assessed Clean Energy (C-PACE) Financing Program," in accordance with the C-PACE Act, which shall operate in accordance with the provisions of this article and the C-PACE Act.~~

The purpose of this article is to create "The City of Lynchburg, Virginia Commercial Property Assessed Clean Energy (C-PACE) Financing Program," to operate in coordination with the statewide C-PACE program, all in accordance with Va. Code § 15.2-958.3 as amended (hereinafter, 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. 36-302. Definitions.

~~*Amortization schedule* means an amortization schedule of C-PACE payments necessary to repay the C-PACE Loan, which is attached to the C-PACE certificate.~~

~~*Borrower* means (i) a person as defined in section 1-230 of the State Code (including a non-profit entity) that is an owner of a property, which voluntarily obtains a C-PACE loan under the program, resulting in a C-PACE assessment being levied on the tax records of a Property and a C-PACE lien being recorded on a property, or (ii) a successor in title to borrower.~~

~~*Borrower certification* means a notarized certificate from borrower, certifying that (i) borrower is (a) current on all loan payments secured by a lien on the property, (b) current on real estate tax and personal property tax payments, (c) current on all federal, state and local taxes and that there is no federal income tax lien, judgment lien, or other involuntary lien against the property, and (d) not insolvent or in bankruptcy or foreclosure proceedings, and (ii) 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 program administrator and/or capital provider.~~

~~*C-PACE* means commercial property assessed clean energy.~~

~~*C-PACE Act* means Virginia's clean energy financing law, codified at Section 15.2-958.3 of State Code.~~

~~*C-PACE agreement* means the C-PACE assessment and financing agreement executed by borrower, capital provider, and the city, which establishes the terms, conditions, responsibilities and obligations of each party in connection with the C-PACE loan, a form of which C-PACE Agreement is attached to this article.~~

~~*C-PACE Amendment* means an amendment to levy and lien of C-PACE assessment, executed by capital provider without consent from borrower, as permitted in the C-PACE documents, which C-PACE amendment shall be recorded in the clerk's Office to evidence each amendment to the C-PACE loan and C-PACE lien, a form of which C-PACE amendment is attached to the C-PACE agreement.~~

~~*C-PACE assessment* means a voluntary, special assessment in the C-PACE loan amount, levied against a property at a borrower's request, to cover the debt service and recurring fees of a C-PACE loan.~~

~~*C-PACE assignment* means an assignment of levy and lien of C-PACE assessment executed by capital provider from time to time, which shall be recorded in the clerk's office to evidence capital provider's assignment of the C-PACE loan and C-PACE lien, a form of which C-PACE assignment is attached to the C-PACE agreement.~~

~~*C-PACE certificate* means a certificate of levy and lien of C-PACE assessment, which shall (i) be executed by borrower, capital provider, and the city, (ii) include an amortization schedule, (iii) include a borrower certification, and (iv) be recorded in the clerk's office to evidence the C-~~

~~PACE loan and C-PACE lien, a form of which C-PACE certificate is attached to the C-PACE agreement.~~

~~C-PACE documents means the C-PACE agreement, C-PACE note, C-PACE certificate, C-PACE assignment (if any), C-PACE amendment (if any), and such other documents as determined by capital provider.~~

~~C-PACE expenses means construction, development and consulting costs directly related to a C-PACE loan, including without limitation, the cost of labor, materials, machinery, equipment, plans, specifications, due diligence studies, consulting services (e.g., engineering, energy, financial and/or legal expenses), program fees, C-PACE loan fees, capitalized interest, interest reserves and/or C-PACE transaction, underwriting, and closing costs.~~

~~C-PACE lien means the voluntary, irrevocable, special assessment lien levied against the property pursuant to the C-PACE Act and at borrower's request, as security for the C-PACE loan, which (i) is pari passu (i.e., of equal priority) with the city real estate tax lien; (ii) as to the current C-PACE payment that is due and any delinquent C-PACE payments, is senior to (a) all other special assessment liens, and (b) all previously recorded senior liens, provided a lender consent is recorded for each such senior lien; (iii) shall run with title to the property and shall not be extinguished by a foreclosure; and (iv) is evidenced by the C-PACE certificate, as may be amended and assigned from time to time in accordance with the this article and the C-PACE documents.~~

~~C-PACE loan means a loan made under the program by a capital provider to a borrower to finance eligible improvements to a property in accordance with the C-PACE Act, this article, the C-PACE documents, and the program guidelines.~~

~~C-PACE loan amount means the aggregate amount of a C-PACE loan, inclusive of principal, interest, and any financed fees, costs, and/or expenses (including C-PACE expenses), as provided in the C-PACE documents.~~

~~C-PACE note means a promissory note executed by borrower made payable to capital provider in the original principal amount of the C-PACE loan, including without limitation, any and all modifications, restructurings, extensions, consolidations, amendments and/or assignments thereof, a form of which C-PACE note is attached to the C-PACE agreement.~~

~~C-PACE payments means the periodic, installment payments of the C-PACE loan, due and payable by borrower to capital provider to repay the C-PACE loan in such amounts and at such times as described in the C-PACE agreement, the C-PACE certificate, the amortization schedule, and the C-PACE amendments (if any).~~

~~Capital provider means (i) a third party capital provider that has been approved by program administrator in accordance with the program guidelines to originate a C-PACE loan, or (ii) the current holder of a C-PACE loan.~~

~~City means the City of Lynchburg, Virginia, which includes the director of financial services, assessor or other city officials that levy, assess, collect and/or enforce taxes (including real estate taxes) for the city.~~

~~City Code means the Code of the City of Lynchburg, 1981, as amended to date and as it may be hereafter amended.~~

~~Clerk's office means the Clerk's Office of the Circuit Court of the City of Lynchburg, Virginia.~~

~~Delinquent C-PACE payment means any C-PACE payment that was not paid by borrower when due, which shall include without limitation, all accrued interest, late fees, and penalties incurred pursuant to the C-PACE documents.~~

~~Eligible improvement means any improvement, renovation, addition, construction, installation, modification of or to, a property or a building located on a property, if designed to (i) facilitate renewable energy production and distribution, (ii) reduce energy consumption, (iii) reduce water consumption, and/or (iv) facilitate resiliency and/or stormwater management, which eligible improvements include without limitation, the types of eligible improvements listed in section 32.3-3 below.~~

~~Lender consent means an executed consent and subordination agreement from each senior lender having a senior lien on the property, which shall be recorded in the clerk's office in connection with the C-PACE loan closing.~~

~~PACE means property assessed clean energy.~~

~~Program means the city C-PACE financing program established to provide C-PACE loans to borrowers in accordance with the C-PACE Act, this chapter, the C-PACE documents, and the program guidelines.~~

~~Program administrator means (i) an independent third party (authorized by written contract with the city), or (ii) a designated city official, which, in either (i) or (ii) above, possesses the authority to administer the program as provided by the State Code, the C-PACE Act, this chapter, and the program guidelines.~~

~~Program fees means the fees authorized by the Act and charged to borrowers to cover the costs to design and administer the program, including compensation of program administrator and recovery of expenses incurred by the city.~~

~~Program guidelines means a comprehensive document that establishes the procedures, eligibility rules, responsibilities, disclosures, program fees, restrictions, underwriting criteria, and other requirements promulgated, imposed and enforced by program administrator or program manager for the governance of the program, as amended from time to time.~~

~~Program manager means the city manager or such person designated in writing by the city manager to supervise the program and act as liaison with program administrator.~~

~~Project means the construction or installation of eligible improvements on property.~~

~~Property means commercial, assessable real estate located in the City, 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 city, excluding (i) a residential dwelling with fewer than five dwelling units, and (ii) a condominium project as defined in section 55.1-200 of the State Code.~~

~~Real estate tax means the local tax on real estate which the city levies pursuant to Title 58.1, Chapter 32 of the State Code, and chapter 36 of the City Code.~~

~~State code~~ means the Code of Virginia (1950), as amended to date and as it may hereafter be amended.

~~Virginia~~ means the Commonwealth of Virginia.

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

(b) *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) *City or Locality* means the City of Lynchburg, Virginia.

(d) *Clerk's Office* means the Office of the Clerk of the Circuit Court of Lynchburg, Virginia.

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

(f) *Council or City Council* means the Council of the City of Lynchburg, 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 Va. Code § 15.2-958.3, and as that code section may be amended.

(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 shall 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 City to the Capital Provider to whom the C-PACE Loan is then due, wherein the City 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 Capital Provider or Program Administrator as permitted by the C-PACE Act in such amounts and at such times as described in the Assessment Payment Schedule.

(q) C-PACE Program means the program established by the City 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 City, 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 City to impose a voluntary special assessment, record a C-PACE Lien Certificate against the Property Owner's Eligible Property and, if the City 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 shall be substantially in the form approved by the City Council with enactment of the ordinance creating this article. The C-PACE Program Agreement shall be substantially in the form attached hereto as **Appendix A**.

(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 shall include types of authorized improvements added by the General Assembly 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 section 33-303, 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 City, with all buildings located or to be located thereon, whether vacant or occupied, whether improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the City. Eligible Property or Property may include multifamily properties with no fewer than five units, common areas of real estate owned by a cooperative or a property owners' association that have a separate real property tax identification number, and commercial condominiums as defined in Va. Code § 55.1-1900. Residential real estate with fewer than five units is not eligible for the C-PACE loan 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 or 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 City, pursuant to which the City elects to participate in the Statewide Program. The Locality Agreement shall be substantially in the form approved by the City Council with enactment of the ordinance creating this article. In order to participate in the Statewide Program, the Locality agrees to execute the Locality Agreement within 30 days after the adoption or amendment of this article. The Locality Agreement shall be substantially in the form attached hereto as **Appendix B**.

(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 shall 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. The Program Guidelines may

be found on the Virginia Pace Authority website (www.virginiapace.com), and they are expressly incorporated herein this definition by reference.

(dd) *Program Manager* means the City Manager, or designee charged with (i) supervising the city's C-PACE Program and participation in the Statewide Program, (ii) acting as liaison with the Program Administrator and (iii) advising 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 City Manager, 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 shall be construed to also authorize the City Manager or designee to execute such C-PACE Documents.

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

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

(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 City's officer or employee responsible for collecting real property taxes for the City.

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

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

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

Sec. 36-303. C-PACE Program; Eligible improvements under the C-PACE Program.

~~(a) The program shall be available throughout the city, provided that the borrower, the property and the eligible improvements all qualify for the program. The following types of eligible improvements may be financed with a C-PACE loan:~~

~~(1) renewable energy production and distribution facilities (e.g., solar photovoltaic, solar thermal, wind, wave and/or tidal energy and the storage and/or distribution of the energy produced thereby);~~

~~(2) energy usage efficiency systems (e.g., high efficiency lighting and building systems, heating, ventilation and air conditioning (HVAC) upgrades, air duct sealing, high efficiency hot water heating systems, building shell or envelope improvements, reflective roof, cool roof or green roof systems and/or weather-stripping);~~

~~(3) water usage efficiency improvements (e.g., recovery, purification, recycling and other forms of water conservation);~~

~~(4) construction, renovation or retrofitting of a property directly related to the accomplishment of any purpose listed in subsections (i), (ii) or (iii), 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 city to allow eligible improvements that constitute, or are part of, the construction of a new structure or building to be financed with a C-PACE loan; or,~~

~~(5) any other category of improvement approved by program manager or program administrator as qualifying for financing under the C-PACE Act and the program.~~

~~(b) The proceeds of a C-PACE loan may be used to pay C-PACE expenses.~~

(a) C-PACE Program. The C-PACE Program shall be available throughout the City, 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 Va. Code § 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 onsite stormwater runoff into a stormwater system, such as reduction in the quantity of impervious surfaces or providing for the onsite filtering of stormwater;

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

a. Improvements that promote indoor air and water quality;

b. Asbestos remediation;

c. Lead paint removal;

d. Mold remediation; and

e. Soil or groundwater remediation;

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

(8) Construction, renovation, or retrofitting of a Property directly related to the accomplishment of any purpose listed in subsections (1)—(7) above, whether such Eligible Improvement was erected or installed in or on a building or on the ground; it being the express intention of the City 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

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

Sec. 36-304. C-PACE ILoan rRequirements; Program Fees; Program Administrator; and Program Guidelines.

~~(a) C-PACE loans shall be originated by capital providers. The city and/or its respective governmental entities shall have no obligation to originate or guaranty any C-PACE loans. Except for oversight duties set forth in this chapter, the role of the city shall be limited to (i) levying and assessing the C-PACE assessments and C-PACE liens, and (ii) enforcing the timely repayment of the C-PACE loans in the same manner as delinquent real estate taxes are enforced, in accordance with the C-PACE Documents, any applicable city ordinances, and Title 58.1, Chapters 32 and 39 of the State Code, which enforcement action may include (without limitation) conducting a tax foreclosure sale of the property by public auction.~~

~~(b) The minimum C-PACE loan amount that may be financed for each project is \$30,000.00, and the maximum C-PACE loan amount that may be financed for each project is \$20,000,000.00. There shall be no limit on the total value of all C-PACE loans to be financed under the program.~~

~~(c) The interest rate of a C-PACE loan shall be determined by mutual agreement between borrower and capital provider as provided in the C-PACE documents.~~

~~(d) The term of a C-PACE loan shall not exceed 30 years.~~

~~(e) The C-PACE loan amount shall be fully amortized over the term of the C-PACE loan in accordance with the amortization schedule as agreed by borrower and capital provider.~~

~~(f) Program administrator will develop a program application process for the review and approval of proposed projects. Program applications will be processed on a first-come, first-serve basis, and all applicants must meet the program eligibility requirements in the C-PACE Act, this chapter and the program guidelines.~~

~~(g) All costs related to the financing, administration, collection, and/or enforcement of the C-PACE loan and C-PACE lien shall be borne by borrower.~~

~~(h) Each C-PACE agreement shall be substantially in the form attached as Appendix A-1 [available for reference in the offices of the city]. The C-PACE agreement may be modified as necessary to further the program's purpose and to encourage program participation, provided that (i) all modifications are approved by program manager and city attorney, and (ii) the modifications do not conflict with the C-PACE Act, this chapter, the C-PACE documents and/or the program guidelines.~~

(a) Source of Loans. C-PACE Loans shall be originated by Capital Providers. The City and/or its respective governmental entities shall 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 FIFTY THOUSAND DOLLARS (\$50,000.00). There is no maximum aggregate amount that may be financed with respect to an Eligible Property, except as stipulated in the Program Guidelines. There shall be 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 three (3) years of the City'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 City 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 shall be as set forth in the C-PACE Documents.

(e) C-PACE Loan term. The term of a C-PACE Loan shall 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 shall 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 shall prevail.

(h) C-PACE Program Agreement. In order to participate in the C-PACE Program, Property Owner and Capital Provider shall enter into a C-PACE Program Agreement, which sets forth certain terms and conditions for participation in the C-PACE Program. The Program Manager is authorized to approve the C-PACE Loan and execute the C-PACE Program Agreement on behalf of the City without further action by the City Council. The Treasurer is also authorized to execute the C-PACE Program Agreement without further action by the City Council. The C-PACE Program Agreement shall 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 shall be responsible, subject to and in accordance with the terms of the C-PACE Program Agreement and other C-PACE Documents, for the servicing of the C-PACE Loans and the collection of C-PACE Payments. If a Capital Provider fails to service a C-PACE Loan, such C-PACE Loan shall be serviced by the Program Administrator. Nothing herein shall prevent the Capital Provider or the Program Administrator from directly billing and collecting the C-PACE Payments from the Property Owner to the extent permitted by the C-

PACE Act or other applicable law. The enforcement of C-PACE Loans and their C-PACE Documents during an event of default thereunder is governed by section 30-305(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, shall be payable at the settlement of a Property upon sale or transfer, unless otherwise agreed to by the Capital Provider.

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

(l) *Program Fees.* The Statewide Program is self-financed through the Program Fees charged to participating Property Owners, together with any funds budgeted by the General Assembly to support the Statewide Program. The Program Fees are established to cover the actual and reasonable costs to design and administer the Statewide Program, including the compensation of a third-party Program Administrator. The amount(s) of the Program Fees shall be set forth in the Program Guidelines. Program Fees may be changed by the Program Administrator from time to time and shall only apply to C-PACE Loans executed after the date the revised fees are adopted.

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

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

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

Sec. 36-305. C-PACE assessment, C-PACE loan and C-PACE lien Levy of assessment; recordation; priority; amendment; enforcement and collection costs.

~~(a) Each C-PACE loan shall be secured by a C-PACE lien, and the C-PACE lien shall be evidenced by the recordation of a C-PACE certificate in the clerk's office. Program manager, on behalf of the city, is hereby authorized to execute the C-PACE certificate prior to recordation. Upon complete execution of the C-PACE documents and funding of the C-PACE loan, capital provider shall record the C-PACE certificate in the clerk's office.~~

~~(b) The C-PACE lien shall have equal priority with the city real estate tax lien, and the C-PACE lien shall have priority over any previously recorded lien only if, in connection with the C-PACE loan closing, (i) a lender consent is recorded in the clerk's office, and (ii) borrower has executed the C-PACE certificate (containing a borrower certification).~~

~~(c) In connection with the C-PACE loan closing, capital provider shall deliver a copy of the recorded C-PACE certificate to the city, evidencing the levy of the C-PACE assessment on the property benefitting from the eligible improvements. The C-PACE loan will be repaid by borrower through C-PACE payments over a period of years, in such amounts and at such times as set forth in the amortization schedule and the C-PACE documents. Capital provider shall be responsible for servicing the C-PACE loan (including billing and collection of C-PACE payments), subject to and in accordance with the provisions of the C-PACE documents.~~

~~(d) The C-PACE lien shall run with the land. The portion of the C-PACE loan that has not yet become due shall not be eliminated by foreclosure of a real estate tax lien. Delinquent C-PACE payments shall be subject to all fees and collection methods permitted under the laws of Virginia for the collection of delinquent real estate taxes.~~

~~(e) Only the current C-PACE payment and any delinquent C-PACE payments shall constitute a first lien on the property (having equal priority with the city real estate taxes). Delinquent C-PACE payments shall (i) accrue penalties and interest (including default interest) in accordance with the C-PACE agreement, and (ii) be enforced in accordance with the C-PACE documents, any applicable city ordinances, including chapter 36 of City Code, and Title 58.1, Chapters 32 and 39 of State Code, which enforcement action may include conducting a tax foreclosure sale of the property by public auction.~~

~~(f) C-PACE payments and delinquent C-PACE payments shall be levied and enforced by the city in the same manner as delinquent real estate taxes are levied and enforced. The city shall be entitled to (i) recover its costs and expenses, including reasonable attorneys' fees and costs, in the same manner as in a suit to collect delinquent real estate taxes, (ii) charge interest and penalties for delinquent C-PACE payments in the same manner as delinquent real estate taxes, and (iii) utilize any administrative remedies provided by Virginia law. All collection and enforcement costs, expenses, interest and penalties incurred by capital provider and the city shall (a) be added to the delinquent C-PACE Payments being collected, (b) become part of the aggregate amount sued for and collected, (c) be added to the C-PACE loan amount, and (d) be secured by the C-PACE lien. The costs and expenses recovered by the city shall be in addition to any costs, expenses, interest, or other amounts due and owing to capital provider. Pursuant to section 58.1-3965.1 of the State Code, for purposes of enforcing a C-PACE lien, a property that has a delinquent C-PACE payment shall be enforceable after June 30 following the first anniversary of either the real estate tax or the C-PACE payment having become due.~~

~~(g) The owner of a property subject to a C-PACE lien shall assume the obligation to repay all remaining, unpaid C-PACE payments due on the C-PACE loan (in accordance with the amortization schedule), whether the transfer of ownership was voluntary or involuntary. Only the current C-PACE payment and any delinquent C-PACE payments, together with any costs of collection, shall be payable at the settlement of a C-PACE property sale, unless otherwise agreed by the parties.~~

~~(h) C-PACE loans may be transferred, assigned or sold by a capital provider to another capital provider at any time during the C-PACE loan term without consent from borrower, the city or any other party, provided that capital provider shall (i) record a C-PACE assignment in the clerk's office, and (ii) deliver a copy of the recorded C-PACE assignment to borrower, the city and program administrator. Recordation of the C-PACE assignment shall constitute an assumption by the new capital provider of the C-PACE rights and obligations contained in the C-PACE documents.~~

~~(i) After the recordation of the C-PACE certificate, capital provider may amend the C-PACE loan and C-PACE lien from time to time without consent from borrower, the city or any other party, as permitted in the C-PACE documents; provided however, in each instance, capital provider shall record a C-PACE amendment in the clerk's office and deliver a copy of the recorded C-PACE amendment to borrower, the city and program administrator.~~

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

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

(c) *Priority.* The C-PACE Lien shall have the same priority as a real property tax lien against real property, except that it shall have priority over any previously recorded mortgage or deed of trust lien 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 City in connection with the C-PACE Loan closing. Only the current C-PACE Payment and any Delinquent Payments shall constitute a first lien on the Property. The C-PACE Lien shall run with the land and that portion of the C-PACE Lien under the C-PACE Program Agreement that has not yet become due shall not be eliminated by foreclosure of a real property tax lien.

(d) *Amendment of lien.* Upon written request by a Capital Provider in accordance with the Program Guidelines, the Program Manager, without any further action by the City Council, shall join with the Capital Provider and the Property Owner in executing a C-PACE Amendment of the C-PACE Loan and the C-PACE Lien after the closing of a C-PACE Loan. The C-PACE Amendment shall 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 City, 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. Virginia Code § 58.1-3965.1 shall be applied to the sale of any Property to enforce a C-PACE Lien to collect Delinquent Payments. If the City elects not to enforce the C-PACE Lien, which election shall be made within 30 days of receipt by the City from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the City, acting by and through the Treasurer, shall, within 15 days of the City's determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and delivering such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and shall, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the City 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 City and its Treasurer, shall have the status of "Special Counsel to the City 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 §§ 58.1-3966 and 58.1-3969, with the express authority to exercise for the benefit of the Capital Provider every power granted to a local government and/or its Treasurer and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The City, 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 § 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 City 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 §§ 58.1-3974 and 58.1-3975.

Sec. 36-306. Program administrator; program guidelines Repealed.

(a) The city may hire a program administrator, or delegate the program administration duties to program manager or capital provider. The city manager is authorized to enter into any

~~contract on behalf of the city with respect to the administration of the program, if necessary. The program will be designed to minimize the fees and costs that a Borrower must pay for a C-PACE loan, all with the goal of promoting and facilitating participation in the program.~~

~~(b) The principal program administration duties may include (without limitation) the following: (i) creating and modifying the program guidelines, as necessary; (ii) coordinating the billing and collection process; (iii) processing C-PACE applications to determine eligibility for a C-PACE loan and related eligible improvements; (iv) ensuring compliance with the program requirements; (v) certifying that prospective C-PACE service providers and capital providers are eligible to participate in the program; and (vi) promoting the program by performing program marketing and outreach.~~

~~(c) The program will be self-financed through program fees. The initial program fee will be \$250.00 per C-PACE project, which may be amended from time to time by the city manager or program administrator. The program guidelines will include the most current program fees in effect. The program fees shall be paid by borrower in accordance with the C-PACE documents and the program guidelines. The amortization schedule will include any on-going fees to be included with each C-PACE payment.~~

~~(d) Program administrator (i) will endeavor to conduct a competitive, open-market program, available to all pre-certified capital providers, contractors, engineers and consultants, who apply to provide services or funding for the program, and (ii) shall not grant any capital provider or service provider an exclusive right to provide services or funding for the program.~~

~~(e) The program guidelines will be developed by program administrator and approved by the city manager and shall not conflict with the C-PACE Act, this chapter, or the C-PACE documents. The program guidelines will include, without limitation, the C-PACE loan notification requirements and closing process. The program guidelines may require program administrator to provide a written report with summary information regarding the program, the portfolio performance of participating capital providers, or other program statistics. The program guidelines shall become effective only after review by the city attorney and written approval by the city manager. Program administrator is expressly authorized, in its reasonable discretion, exercised jointly with the city manager, to modify the program guidelines from time to time in accordance with the intent and purpose of the program, as approved by the city manager.~~

~~(f) The city acknowledges that program administrator may extend its agreement with the city to any other jurisdiction in Virginia in accordance with the joint and cooperative procurement provisions included in the city's request for proposal for a program administrator and its attachments, which provisions shall govern such joint and cooperative procurement. Program administrator shall indemnify, defend and hold the city harmless against any claim brought against the city or any liability imposed on the city as a result of any action or omission to act by program administrator in a jurisdiction to which its program administration agreement with the city was extended under such joint and cooperative procurement.~~

Sec. 36-307. Role of the eCity; limitation of liability.

~~Borrowers and capital providers participate in the program at their own risk. The city makes no representation or warranty as to the validity, enforceability, priority, or any other character of any C-PACE loan, C-PACE lien, or C-PACE documents, and borrowers and capital providers agree to release and hold the city harmless from and against any and all liabilities, claims, suits, liens, judgments, damages, losses and expenses, including without limitation, reasonable legal~~

fees and costs arising in whole or in part from acts, omissions, breaches or defaults of borrowers or capital providers in relation to any C-PACE loan, C-PACE lien, or C-PACE documents.

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 City and as a condition of participation in the C-PACE Program and the Statewide Program, that: (i) the City 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 City has no obligation to use City 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 shall be backed by the credit of the City, the Commonwealth, or its political subdivisions, including, without limitation, City taxes or other City 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 shall constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction; (v) the City 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 City 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 City assumes no responsibility or liability in regard to any Project, or the planning, construction, or operation thereof; (viii) each Property Owner or Capital Provider shall, upon request, provide the City 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, shall comply with all applicable requirements of the Program Guidelines.

Sec. 36-308. Additional provisions Severability, Authority to Adopt, Effective Date.

~~(a) Every borrower, on behalf of itself and any affiliated entities (whether in existence at the time of the C-PACE application or created thereafter) and any of its individual shareholders, principals, managers or other associated individuals, shall (i) waive the right to bid, either directly or indirectly, on the property at any auction held in the course of foreclosure for delinquent real estate taxes or for delinquent C-PACE payments, and (b) waive the right to occupy, possess, or use, either directly or indirectly, any property for a period of five years after the date of the foreclosure auction.~~

~~(b) The following borrower waivers shall be included in every C-PACE agreement and shall be a burden that runs with the land intended to bind successors or assigns in title while any C-PACE loan remains outstanding:~~

~~(1) Borrower hereby waives all defenses, affirmative or otherwise, to the foreclosure action related to any collection suit brought for the nonpayment of any C-PACE loan. This waiver shall apply to any litigation action initiated under the laws of Virginia or any administrative collection action afforded to the city treasurer or its duly appointed collection agent;~~

~~(2) Borrower hereby waives all defenses to the imposition of personal liability for corporate officers as permitted under Section 58.1-3965(F) of the State Code and the collection thereof as stated in subparagraph (i) above; and,~~

~~(3) Borrower hereby agrees to provide a confession of judgment pursuant to Section 8.01-432, et seq. of State Code, if requested by the city or capital provider, which confession of judgment provision shall be included in any note related to the C-PACE loan.~~

~~(c) The provisions of this chapter 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 this chapter article or provision to any person or circumstance is invalid, the remaining provisions of this chapter article shall not be affected and shall remain in full force and effect. The authority to adopt this article is found under § 15.2-958.3, Code of Virginia, 1950, as amended. This article shall become effective on [REDACTED].~~

~~(d) A draft assessment and financing agreement (i.e., the contract specifying the terms and conditions of the city's C-PACE loan agreements) is adopted as an appendix to this article ("draft agreement") [on file for reference in the offices of the city]. The parties to any assessment and financing agreement shall be borrower, capital provider, and the city. Each assessment and financing agreement shall be in substantially the form established by the draft agreement, with such additions, deletions or alterations as permitted by this article. Program manager is authorized to modify the draft agreement in program manager's reasonable discretion, provided that such modifications are approved by the city attorney. The city manager is authorized to enter into assessment and financing agreements on behalf of the city. The city manager may not execute any assessment and financing agreement unless the underwriting requirements and the conditions for the priority status of the C-PACE lien are met.~~

~~(e) The program guidelines shall contain the following provisions:~~

~~These program guidelines ("guidelines") have been prepared for the purpose of providing a more detailed description of the requirements, rules, procedures, and fees applicable to the City of Lynchburg Commercial Property Assessed Clean Energy (C-PACE) Financing Program ("program"). These guidelines are subject to chapter 32.3, Code of the City of Lynchburg (1981), as amended ("city ordinance") in all respects including, without limitation, the provisions of the City Ordinance governing the amendment of these guidelines. If there is a conflict between these guidelines and the city ordinance, then the city ordinance shall govern and control.~~

~~These guidelines are for reference only and do not create any legal rights in favor of any borrower, capital provider, contractor, or any other person, and these guidelines do not impose any legal duty or obligation on the City of Lynchburg, Virginia.~~

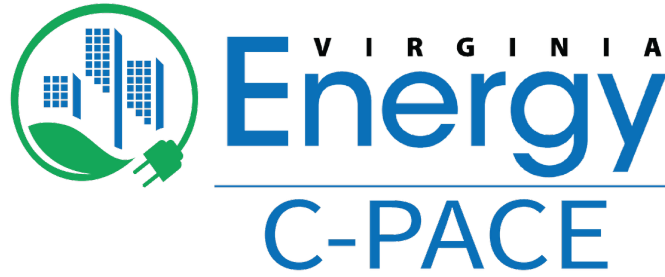
Appendix A – C-PACE Program Agreement
Appendix B – Locality Agreement

Secs. 36-309 --- 36-320. Reserved.

2. That, in accordance with § 38 – A (1) of the Charter for the City of Lynchburg, Virginia, this Ordinance shall be published by “pamphlet” by the Clerk of Council and become effective on _____, which is no less than thirty (30) days from the adoption date of this Ordinance.

Adopted: _____

Certified: _____
Clerk of Council



VIRGINIA C-PACE PROGRAM GUIDELINES

Virginia's C-PACE Program (VA C-PACE) sponsored by Virginia Energy
and administered by the Virginia PACE Authority

Updated May 2026

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Note for Reader

All capitalized terms used in these **VA C-PACE Program Guidelines** that are not specifically defined shall have the meanings set forth in Appendix A (Glossary of Terms) of these **Program Guidelines**. All Glossary terms are bolded when first referenced in these Program Guidelines.

Executive Summary

The **Virginia C-PACE Program** or **VA C-PACE** is offered through the Virginia Department of Energy (“**VE**” and “**Sponsor**”) and its program administrator, **Virginia PACE Authority** (“**VPA**” and “**Program Administrator**”). The VA C-PACE Program provides a range of services to local governments looking to establish C-PACE in their jurisdiction, as well as assists **Property Owners** in using C-PACE to upgrade their buildings. The VA C-PACE Program is a public private partnership between local governments, private property owners and private **capital providers** (“**Capital Provider**”). The rules, regulations, and guidance of the VA C-PACE Program are established through these VA C-PACE Program Guidelines.

Background on Commercial Property Assessed Clean Energy (C-PACE) Financing

C-PACE financing is an innovative loan program that provides private building owners a low-cost way to install a wide range of sustainable and cost-efficient measures to both new and existing commercial buildings (“**Eligible Property**”). The loan (“**C-PACE Loan**”) is privately financed and secured as a special assessment **lien** (“**C-PACE Lien**” or “**Lien**”) with the equivalent lien status of a **real property** tax assessment and enforced by the local government or the capital provider. This hybrid loan structure allows for loan **terms** that would otherwise be unavailable to many property owners.

C-PACE was developed as a financing mechanism to facilitate clean energy and resiliency property upgrades. The principal underlying concept of C-PACE is that these improvements have a public benefit, like a sewer or road extension, and therefore can be secured and repaid in the same manner as other government-secured liens.

C-PACE in Virginia

Through the **C-PACE Act** (§15.2-958.3 of the Code of Virginia), Virginia local governments are authorized to create C-PACE programs through adoption of an ordinance (“**Ordinance**”) and opt into a statewide C-PACE financing program sponsored by VE (“**VA C-PACE Program** or **VA C-PACE**”) for which VPA is the C-PACE Program Administrator.

In Virginia, a C-PACE Loan can finance a wide variety of **Projects** on energy efficiency, water efficiency, renewable energy, stormwater management, resiliency, environmental remediation, and electric vehicle infrastructure improvements (“**Eligible Improvements**”) for private existing buildings and new developments. A C-PACE Loan is secured by a voluntary special assessment on the **Eligible Property**. Like property taxes, C-PACE Loans transfer to the next property owner if the Eligible Property is sold during the term of the C-PACE Loan. The remaining balance of the C-PACE Loan is repaid by the subsequent property owners, who continue to receive the benefits of the Eligible Improvements. Moreover, any current or past due **C-PACE Payments** can be collected each year while future C-PACE Payments stay with the property in the event of sale or default. For private lenders, C-PACE Loans provide greater security than conventional loans because payments are tied to the Eligible Property, thus enabling low interest capital to be raised from the private capital markets with no government financing required.

Property Owners benefit from long, fixed rate terms that are based on the useful life of a single improvement or the weighted average life of multiple installed improvements. Long-term C-PACE Loans lead directly to major property upgrades such as:

- Energy-efficient boilers
- Upgraded insulation
- Flood mitigation
- Solar installations

The Term for a C-PACE Loan may not exceed the **Weighted Average Expected Useful Life** of the Eligible Improvements or **Expected Useful Life (EUL)** of a single Improvement. Examples of benefits from a C-PACE Loan include improved business cash flow due to lower energy and water costs, a reduction in costs related to business interruption and storm/flood damage, less required owner equity, an increase in the value of the improved Eligible Property, reduction in overall cost of developer capital, and achievement of sustainability, resiliency, or environmental, social and governance (ESG) goals.

The C-PACE Loan process requires that a Property Owner develop Eligible Improvements with a **Registered Contractor** and arrange project financing with a qualified C-PACE Capital Provider. Eligible Improvements include: energy efficiency, water efficiency and safe drinking water, renewable energy, resiliency, stormwater management, electric vehicle infrastructure, and environmental remediation. The Property Owner and/or Capital Provider then applies online through the **Project Center** to qualify the Eligible Improvements for a C-PACE Loan according to the criteria in the Guidelines. If the Project is approved, the jurisdiction (“**Locality**”), Property Owner, and Capital Provider enter into an agreement known as the **C-PACE Program Agreement** that memorializes the obligations of the parties, as well as a similar agreement that is recorded in the **Land Records** known as the **C-PACE Lien Certificate**. The Property Owner and Capital Provider will also typically execute a separate **Financing Agreement** that defines the terms and conditions of the C-PACE Loan. **Transactional documents** can be found in Appendix E: Program Documents.

The Program relies on private financial institutions to provide capital to fund C-PACE Loans. The Program is open to any Capital Provider interested in participating that meets the requirements of the Program. Interested financial institutions should contact the C-PACE Program Administrator to become qualified Capital Providers.

1.0 Purpose of Program Guidelines

The purpose of the Program Guidelines is to establish and describe the rules governing the VA C-PACE program. In this document you can find information about:

- Statutory and programmatic eligibility requirements for Eligible Properties in Virginia
- List of participating localities in VA C-PACE
- Approval, closing, recording, and servicing process of C-PACE Loans
- Process to become a Registered Contractor or Capital Provider
- Common Eligible Improvements
- **VA C-PACE Checklist**
- Links for all required documentation

2.0 Program Administration

The VA C-PACE Program is sponsored by the Virginia Department of Energy and administered by Virginia PACE Authority. VA C-PACE is a turnkey, open-market C-PACE program offered statewide available at no cost to localities that choose to participate. A major benefit to having a program offered statewide is that it allows localities, property owners, contractors, and lenders that are participants in the C-PACE market to adhere to a standardized set of rules across locality lines that enables scale and lower administrative costs. Participating localities in the VA C-PACE Program have passed an Ordinance and opted into VA C-PACE through entering an agreement with VE.

For local programs wanting to opt-in to the Statewide PACE program, the Administrator must review and approve your ordinance before passage. This applies to both jurisdictions that are amending a prior ordinance and to those who are enabling PACE for the first time. For questions, please contact the Virginia PACE Authority.

2.1 Virginia Energy

VA C-PACE is sponsored by Virginia Energy, a Department within the Commonwealth of Virginia's state government. The mission of VE is to advance the adoption of clean energy solutions along with energy efficiency products, services, and technologies.

2.2 Virginia PACE Authority

Through a competitive procurement process, VE selected the Virginia PACE Authority (VPA) to administer the Program. VPA, a nonprofit 501(c)(3) organization whose mission is to educate, promote, and facilitate energy efficiency, clean energy and resilient solutions through the administration of C-PACE financing programs in the Commonwealth. As the administrator for the VA C-PACE Program, VPA ensures that Improvements are eligible for a C-PACE Loan under the C-PACE Act, the local Ordinances, and these Guidelines and submits each C-PACE Project to the Locality for **Final Approval**.

VPA works with Virginia localities to:

- Pass enabling legislation for C-PACE financing
- Intake, review, and approve applications
- Facilitate closing of C-PACE Loans
- Register, qualify and train contractors and capital providers
- Provide marketing, outreach, and education on the Program
- Facilitate billing, collections, and remittance of C-PACE Payments, if required

VPA is supported by Slipstream in the application submittal, review, and approval process. Slipstream is a 501(c)(3) nonprofit organization providing program administration services in a number of states.

2.3 Contact information

Website: www.virginiapace.com

Email: info@virginiapace.com

Phone: 757-603-3555

2.4 Key Billing and Collection Dates

The Capital Provider will be responsible for billing and collecting the C-PACE Payments from Property Owners over the Loan Term known as Servicing described in [Section 7.6](#). Often, Capital Providers prefer to align Servicing with the real property tax cycle. Although billing and collection due dates can vary, typically, real property tax due dates are in June or July and in December, collected on an annual or semi-annual basis.

2.5 Key Responsibilities of VA C-PACE Program Participants

VPA (Program Administrator)

- Provide all key program administration functions including but not limited to the following:
 - Provide marketing, outreach, and education on the Program to stakeholders
 - Liaison with Localities to work to pass enabling ordinances and onboard Localities
 - Intake, review, and approve C-PACE Loan applications
 - Facilitate closing of C-PACE Loans including liaise with Capital Provider and Locality to execute relevant **C-PACE Documents**
 - Provide Capital Providers with information regarding Locality recording process
 - Register and train Contractors and Capital Providers
 - Collaborate with Localities on C-PACE Loan opportunities
 - Service the C-PACE Loans, including facilitate billing, collections, and remittance of C-PACE Loan Payments (upon request only by Capital Provider)
 - Report activity of VA C-PACE Program to Virginia Energy
 - Execute Capital Provider-VPA Agreement once with Capital Providers for the VA C-PACE Program

Property Owner

- Provide all information in the VA C-PACE Checklist (See [Appendix D: VA C-PACE Checklist](#)) to the Program Administrator including signing/executing the following:
 - Execute the **C-PACE Program Agreement** and C-PACE Lien Certificate with the Capital Provider and the Locality
 - Execute the Financing Agreement with the Capital Provider
 - Sign the **Final Application**
 - Sign the Project Information Request
 - Sign the Capital Provider & VPA Disclosures and Risks
 - Sign the **Property Owner Affidavit**
 - Sign the **C-PACE Program Completion Certificate** when the Project is complete

Capital Provider

- Assist Property Owner in gathering information in VA C-PACE Checklist and “complete” the following:
 - Execute the Capital Provider-VPA Agreement with VPA once for the VA C-PACE Program
 - Execute the C-PACE Program Agreement and C-PACE Lien Certificate with the Property Owner and the applicable Locality
 - Execute a Financing Agreement with the Property Owner
 - Record C-PACE Lien Certificate, **Lender Consent, and C-PACE Assignment** (as required) in the Land Records
 - Service the C-PACE Loan (upon request by the Capital Provider)
 - Record **C-PACE Amendment** (as required)
 - Provide VPA with evidence of recorded **Certificate of Satisfaction** when C-PACE Loan is paid off

Locality

- Adopt enabling Ordinance to join the VA C-PACE Program or amend existing Ordinance that complies with the VA C-PACE Program
- Execute the **Virginia Energy-Locality C-PACE Agreement**
- Execute the C-PACE Program Agreement and the C-PACE Lien Certificate for each transaction with the Property Owner and the Capital Provider
- At the Locality’s discretion, collaborate with VPA and VE in promotion of C-PACE

VE (Sponsor)

- Execute the Virginia Energy-Locality C-PACE Agreement with Localities
- Support the VA C-PACE Program through joint marketing and P.R. efforts

Please note that the above referenced documents including **Programmatic** and Transactional Documents are found in Appendix E: VA C-PACE Program Documents.

3.0 Eligibility Requirements

3.1 State Statutory Requirements

The Virginia C-PACE statute requires that interested localities pass enabling legislation to enable C-PACE in their jurisdiction. Full text for the legislation is here:

<https://law.lis.virginia.gov/vacode/title15.2/chapter9/section15.2-958.3/>

3.2 Local Statutory Requirements

Localities must use the **C-PACE Program Model Ordinance** (See Appendix E: VA C-PACE Program Documents) to implement the VA C-PACE Program. To be eligible to participate in the Program, a locality must also execute the Virginia C-PACE-Locality C-PACE Agreement with Virginia Energy. As the Administrator for the VA C-PACE Program, VPA will be responsible for ensuring that all C-PACE applications meet the local statutory requirements for project eligibility as set forth in an Ordinance.

3.3 Eligible Property

3.3.1 Property Types

C-PACE Financing is available to all types of commercial properties that meet the definitions as defined in § 15.2-958.3. Eligible property types include, but are not limited to: office, industrial, retail, multifamily properties with more than four single family dwelling units, hospitality, healthcare, agricultural and other specialty commercial uses. Properties such as nonprofits that are otherwise exempt from real estate taxation are eligible to participate, as long as they have a real estate assessment. Commercial condominiums are eligible for a C-PACE Loan as defined in (§ 55.1-1900).

Ground lessees are eligible for a C-PACE loan with consent of the fee simple property owner. Ground lessee can include Power Purchase Agreements in the C-PACE project.

Common areas of real estate owned by a cooperative or a property owners' association as defined in Subtitle IV (§ 55.1-1800 et seq.) that have a separate real property tax identification number are eligible. This creates flexibility for use of C-PACE for new construction condominium properties.

The Program does not authorize the placement of C-PACE Liens on a property owned by a local, state, or federal government.

One emerging commercial property type, data centers, is eligible for C-PACE Loans; however, given its outsized use of resources such as electricity and water, the Program requires that the installed Eligible Improvements result in quantifiable energy and/or water savings. The Program Administrator will review data center applications on a project-by-project basis.

3.3.2 Property Location

To be eligible, the property to be improved must be assessable Real Property located within the territorial limits of the Locality and must have a property tax or assessment identification number. Assessable real property includes both currently improved (with a building or structure) and unimproved real property.

3.3.3 Multiple Parcels

Properties with multiple tax maps or parcel identification numbers are eligible if all the lots, blocks, tracts, and parcels of land are located within an area enabled in the VA C-PACE Program. If a Project extends across multiple parcels, the Lien will be apportioned across those parcels according to square footage. The following application materials must be submitted separately for each parcel:

- Tax history
- Title report or commitment if a single title report or commitment is not able to clarify property history for each parcel
- Any other application document if the property addresses or owners differ per parcel

The Program Administrator reserves the right to deny applications for properties with multiple parcel identification numbers if any of the parcels is ineligible to participate in the Program.

3.4 Eligible Improvements

3.4.1 Construction Status

C-PACE Loans are available for improvements to both existing buildings, adaptive reuse, and new construction projects.

3.4.2 Real Property

Eligible Improvements must be permanently affixed to the Real Property and remain permanently affixed to the Real Property per the terms and conditions of the Financing Agreement.

3.4.3 Loan Underwriting Parameters

VA C-PACE has established general loan underwriting parameters for the Program. Minor variations can exist depending on whether Localities have updated their ordinances based on the latest version of the C-PACE Act.

3.4.3.1 C-PACE Loan Amount

A C-PACE Loan must be equal to or less than the amount of the **Eligible Project Costs**.

3.4.3.2 C-PACE Loan Amount Thresholds

There is no minimum or maximum loan amount per the state statute. The minimum **C-PACE Loan amount** established by the Program is \$50,000 with no maximum threshold other than stipulated under 3.4.3.3 below.

3.4.3.3 C-PACE Loan to Value Thresholds

The C-PACE Loan Amount, when combined with existing mortgage and other secured lien obligations, shall not exceed a 100% combined loan-to-value (CLTV) ratio to the assessed or market value of the Property, whichever is greater. Exceptions to CLTV limits shall be considered on a case-by-case basis by the Program Administrator. There is no maximum C-PACE loan-to-value (LTV) ratio requirement although 35% maximum C-PACE LTV is recommended by VPA and required by a number of Capital Providers.

3.4.3.4 Determination of Value

The Property value must be determined for both taxable and tax-exempt properties. The Capital Provider is required to provide the Program Administrator evidence of property valuation based on one or more of the four ways to calculate value approved by the Program Administrator:

1. Assessed value as determined by the Land Records
2. Appraisal prepared by an independent real estate appraisal firm within 12 months of submission of the Final Application unless exception is granted by the Program Administrator
3. Automate Valuation Method
4. Insurance value (typically used for smaller projects)

Supporting documentation should be provided for all four valuation methods.

3.4.3.5 Project Term

C-PACE Loan Terms must not exceed the Weighted Average EUL of the proposed Eligible Improvements or the EUL of a single Eligible Improvement as described in Section 4: Project Analysis Process and Requirements. For the purposes of this calculation, an Eligible Improvement where the useful life is difficult to determine by the **Qualified Professional** will be assumed to have a useful life of 20 years. For the purposes of this calculation, the Weighted Average EUL for all Eligible Improvements will be capped at 35 years with exceptions made by the Program Administrator on a case-by-case basis.

The Term of the C-PACE Loan begins upon receipt of the Certificate of Occupancy or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the Locality.

3.4.3.6 Interest Rates

Both fixed-rate and fixed rates adjusted at periodic intervals are eligible in the Program.

3.4.3.7 Capitalized Interest Periods

C-PACE Loans may be structured to include up to 36 months of capitalized interest payments. Exceptions to this limit will be considered on a case-by-case basis and at the discretion of the Program Administrator.

3.4.3.8 Interest Only Periods

There is no limit on Interest only periods set by the Program Administrator.

3.4.3.9 Loan Amortization

C-PACE Loans must be fully amortized at maturity.

3.4.4 Retroactive C-PACE

Retroactive C-PACE Loans are C-PACE Loans that close after the Property Owner completes the installation of the Eligible Improvements. Completed installations of certain C-PACE Improvements are eligible for Retroactive C-PACE. Per the C-PACE Act amendments that went into effect July 1, 2025, Retroactive C-PACE is allowed within three years of the time elapsed between the completion of the installation and approval of the application for a C-PACE Loan (for localities that adopted the Ordinance prior to July 1, 2025, or have not amended their Ordinance to incorporate the C-PACE Act's 2025 updates, the Retroactive C-PACE period is two years).

Retroactive C-PACE Projects must satisfy the same requirements as other C-PACE Projects in terms of eligibility in most cases. See 4.4 Retroactive C-PACE for more details.

3.4.5 Lender Consent

To receive a C-PACE Loan, the Property Owner must obtain written Lender Consent of the C-PACE Loan by the holder of each mortgage or deed of trust lien on the Property prior to Final Approval by the Program Administrator. See Section 8.0 Lender Consent for more detail.

3.5 Eligible Project Costs

Eligible Projects Costs or Project Costs include all **Hard Costs**, **Ancillary Costs**; and **Soft Costs**. Costs to acquire an Eligible Property are typically not Eligible Project Costs with exceptions made on a case-by-case basis.

3.5.1 Hard Costs

All direct installation/construction contract costs (materials, labor, and overhead) associated with the Project.

3.5.2 Ancillary Costs

Construction costs that are necessary to install an Eligible Improvement. Examples include roof structural improvements necessary to support a roof mounted solar PV array or building electrical upgrades necessary to support an energy efficient HVAC system.

The Project documentation should demonstrate that the Ancillary Costs are necessary for installation of the **Eligible Improvement(s)**.

3.5.3 Soft Costs

Soft costs are indirect costs that are not considered direct construction costs but are necessary to complete the Project. Examples include but are not limited to:

- Architectural and engineering costs related to the C-PACE Project
- Building accreditation(s)
- Capitalized interest
- **Closing Fees** (program administration fees)
- Commissioning reports
- Energy audit
- Energy savings performance guaranty or insurance
- Feasibility studies
- Financial projections
- Financial services (e.g., Capital Provider fee, **Project Developer** fee)
- Interest reserves
- Legal services (e.g., Property Owner legal, Capital Provider legal)
- Measurement and verification
- Permitting fees
- Pre-development climate or natural hazard risk analysis
- Project Analysis
- Project management
- Recording taxes and fees, and escrow disbursement fees
- Third party reports including but not limited to: Appraisal, Environmental Phase 1 and 2, Physical condition assessments, and E3429 Property Resilience Assessments
- Surveys
- Title reports

If an indirect cost cannot be allocated directly to the installation of an Eligible Improvement (e.g., Mechanical/Engineering/Plumbing (M/E/P) plans for installation of new lighting fixtures), then the Eligible Soft Cost would be calculated in the same proportion as the proportion of Project Costs to the total construction budget. As an example:

M/E/P plans: \$50,000

Eligible Improvements: HVAC and LED lighting (materials, labor, and overhead): \$100,000

Total construction budget: \$500,000

Percentage of Project to total construction budget: 20%

Eligible Soft Costs: \$10,000 (20%)

The Program Administrator has final discretion on Eligible Project Costs. The final determination of the C-PACE portion of the Eligible Project Costs will be made by the Program Administrator if needed.

3.6 Eligible Improvements

Eligible Improvements for a Project are energy efficiency, water efficiency and safe drinking water, renewable energy, resiliency, stormwater management, electric vehicle infrastructure, and environmental remediation. The Program Administrator may approve other types of improvements not listed in the Program Guidelines at its discretion. If Eligible Improvements must be removed after installation, new improvements must be installed and meet current building code requirements.

Ineligible Improvements include:

- Improvements that are not permanently installed and can be easily removed
- Any measure that cannot be explained in terms of industry-standard engineering or scientific principles
- Diesel generators (except biodiesel)

A compendium of Common Eligible Improvements is found in [Appendix B: Common Eligible Improvements](#).

3.6.1 Energy Efficiency

Any measure that results in reduction of consumption of energy over a baseline such as:

- High efficiency lighting
- Heating ventilation air conditioning (HVAC) upgrades
- High efficiency hot water heating systems
- Building shell or envelope improvements including fenestration
- Building energy management systems
- Process equipment upgrades

3.6.2 Water Efficiency and Safe Drinking Water

Any measure that results in reduction of consumption of water over a baseline established such as:

- Stormwater runoff mitigation and improved drainage systems
- Water efficiency devices, measures, or systems
- Replacement of lead pipes that serve potable water supply

3.6.3 Renewable Energy

Any system using renewable resources such as sunlight, wind, or biomass to generate energy such as:

- On-site demand of the Eligible Property
- Export of electricity to a utility provider
- Sale of the electricity using a Power Purchase Agreement (or similar approved agreement)
- A combination of the above three options
- Production of clean heat or power by use of a renewable energy resource

Types of renewable energy systems may include but are not limited to:

- Solar photovoltaic power
- Fiber optic solar
- Solar thermal
- Small wind microturbines
- Geothermal heat pump
- Fuel cells

3.6.4 Resiliency

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

- Flood mitigation or the mitigation of the impacts of flooding (as stated in the Virginia Statute)
- Inundation adaptation
- Natural or nature-based features and living shorelines, as defined in §28.2-104.1
- Enhancement of fire or wind resistance (If above code and IBHS Fortified <https://ibhs.org/>)
- Microgrids
- Energy storage
- Enhancement of the resilience capacity of a natural system, structure, or infrastructure

3.6.5 Stormwater Management Project (may include but not limited to:)

- Green roofs
- Blue roofs
- Pervious pavement/pavers
- Retention/detention ponds
- Grassed swales
- Constructed wetlands
- Rainwater capturing systems

3.6.6 Environmental Remediation

A project intended to remove environmental or health hazards including but not limited to:

- Soil and groundwater remediation
- Indoor air quality
- Indoor water quality
- Asbestos remediation
- Lead paint removal

- Mold remediation

3.6.7 Electric Vehicle Infrastructure

- Charging stations
- Electrical upgrades necessary to install EV charging stations

3.7 Property Owners

The Program is voluntary and available to Property Owners with Eligible Properties located within a Locality. Only a Property Owner who voluntarily participates in the Program and owns a property upon which a Lien has been levied will have a secured lien imposed against its Eligible Property.

3.7.1 Statutory Requirements

The C-PACE Act requires that a Locality give due regard to a property owner's ability to repay C-PACE financing under §15.2-958.3 of the Code of Virginia.

3.7.2 Programmatic Requirements

- Be 100% title holder of the Eligible Property (as reflected in the Land Records) or the holder of an eligible long-term leasehold interest. The Property Owner or the Property Owner's legally authorized representative must sign the Final Application
- Submit evidence that the title of the Eligible Property is not in dispute prior to recording the C-PACE Lien Certificate, as evidenced by a title report certifying the condition of the title, performed, and signed by a title examiner who has been certified by the Virginia Land Title Association or a title insurance commitment from a title insurance company acceptable to the Capital Provider and the Program Administrator
- Be current in the payment of all obligations secured by the Eligible Property, including loans secured by mortgages or deed of trust liens on the Eligible Property, real property taxes, special assessments (including C-PACE Liens), special taxes, other tax liens, and/or water or sewer charges
- Have no judgement lien, or other involuntary liens against the Eligible Property, including, but not limited to, construction or mechanics liens, judgments against the Property Owner, or eminent domain proceedings
- Have no notices of default or delinquency on property-based debt that have not been cured

The Program Administrator and the Capital Provider may review public records to verify compliance with this requirement.

The [VA C-PACE Checklist](#) contains required documentation and process for approval.

3.8 Capital Providers

The Program is an open market, which means Property Owners have the flexibility to select their preferred Capital Provider for a Project. A Capital Provider is a lender that finances a C-PACE Loan.

The open market model gives Property Owner's access to a range of private Capital Providers who offer competitive rates and financing terms and conditions. No exclusivity will be provided to Capital Providers, and Property Owners will retain the right to choose the provider of financing who best suits their business needs. C-PACE Loans are currently financed exclusively by private lenders or financial institutions.

Private lenders and/or financial institutions interested in offering C-PACE Loans can apply by submitting a **RFQ (Request for Qualifications)**, including the Capital Provider-VPA Agreement. Upon approval by the Program Administrator, the applicant will be considered qualified in the Program as a Capital Provider and will be listed on the VPA website.

Property Owners may pre-select their preferred lender for the Project. However, prior to the closing of the applicable C-PACE Loan, the Program Administrator must approve the private lender or financial institution as a Capital Provider as outlined above.

Responsibilities of a Capital Provider include the following:

- Execute the Capital Provider-VPA Agreement with VPA once for the VA C-PACE Program
- Underwriting and funding the C-PACE Loan
- Execute the C-PACE Program Agreement and C-PACE Lien Certificate with the Property Owner and the applicable Locality for each transaction
- Record the C-PACE Lien Certificate and Lender Consent in the Land Records for each transaction and provide a copy of the documents to the Program Administrator and Locality
- Service the C-PACE Loan and notify the Locality and the Program Administrator of any changes to the C-PACE Payments, including recording any updated **Assessment Payment Schedules** in the Land Records
- Notify the Locality and the Program Administrator whenever a C-PACE Assignment or a C-PACE Amendment to a C-PACE Loan takes place
- Provide VPA with the recorded Certificate of Satisfaction when C-PACE Loan is paid off

3.9 Registered Contractors

All Improvements financed through the Program must be installed by a business that has been approved by the C-PACE Program Administrator known as a Registered Contractor. Examples include an energy auditor, licensed engineer, HVAC company, building resilience, or solar installer. The process includes completing a brief document and agreeing to the terms of conditions of the C-PACE Program. The registration process does not evaluate the contractor's competence or the status of its licensure.

It should be noted that a Property Owner may hire a company that is not initially a Registered Contractor, as long as the company is approved prior to approval of a Final Application. If a general contractor is responsible for the work of all subcontractors, then only the general contractor would be required to become a Registered Contractor.

To be eligible for a C-PACE Loan, work associated with the installation of an Eligible Improvement that requires a license must be installed by a Registered Contractor that holds the appropriate license. A registered Contractor is responsible for ensuring that any and all subcontractors hold the appropriate licenses. Furthermore, it is the sole responsibility of the Property Owner to ensure that qualified,

reputable contractors are chosen to perform the work on the Project according to the requirements set forth in the Program Guidelines.

3.10 Qualified Professionals

A Registered Contractor may perform a Project Analysis if they become a Qualified Professional. A Qualified Professional must hold one or more of the following credentials or certifications unless they are approved by the Program Administrator on a case-by-case basis:

3.10.1 Credentials

3.10.1.1 Energy and Water Efficiency

- Registered Architect (RA)
- Professional Engineer (PE)
- Certified Building Energy Assessment Professional (BEAP) offered by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- Certified Energy Auditor (CEA) offered by the Association of Energy Engineers (AEE)
- Certified Energy Manager (CEM) offered by AEE
- Certified High-Performance Building Design Professional (HBDP) offered by ASHRAE
- Certified Measurement and Verification Professional (CMVP) offered by AEE and Efficiency Valuation Organization
- LEED Accredited Professional (LEED AP) with documented experience as determined by the Program Administrator
- BPI certified Energy Auditor for low-rise multifamily buildings only
- BPI certified Multifamily Building Analyst (MFBA) for high-rise multifamily buildings only

3.10.1.2 Renewable Energy

- Solar PV
 - Professional Engineer (PE)
 - Individuals with IBEW-NECA Solar PV Certification
 - Individuals with North American Board of Certified Energy Practitioners (NABCEP) certifications
 - PV Specialist
 - PV Installation Professional
 - Provide proof of the following:
 - 35 hours of solar PV training, pass the NABCEP entry-Level PV exam, and provide proof that they have installed at least two solar PV systems- both using a minimum of 1 kWDC and inverter
 - Either hold a letter from NABCEP stating they are qualified to sit for the NABCEP PV Installer Certification Exam (you must apply to NABCEP to sit for this exam or hold a certificate verifying they have passed the NABCEP PV Installer Certification Exam
- Solar Thermal
 - Professional Engineer (PE)
 - NABCEP Solar Heating Installer certifications
- Other Renewable Systems

- Professional Engineer (PE)

3.10.1.3 Resiliency

Qualifications for conducting a resiliency Project vary based on the underlying Project scope, type, and complexity. In general, it is recommended that a professional as defined by the ASTM Standard Guide for Property Resilience Assessments (PRA), be selected. This professional, known as a PRA Professional should possess a professional designation in architecture (R.A.), engineering (P.E.), along with a minimum of three to five years of appropriate experience in the building performance, natural hazard mitigation, or building resilience fields. Per the Standard Guide, the PRA Professional should have experience commensurate with the target property type and scope (size, complexity, etc.), and experience in the evaluation of natural hazards and building resilience.

For review of a report providing a broad range of potential resiliency improvements, a generalist may be approved as a Qualified Professional if they have expertise sufficient to comment on the condition or expected performance of a property relevant to the hazards(s) of concern. For this level of analysis, one or more of the following credentials typically suffice:

- Professional Engineer (PE)
- Registered Architect (RA)
- Professional Geologist (PG)
- Property Resiliency Assessment Professional (PRA)

For specific hazards such as flood, wind or coastal erosion, a Qualified Professional with specialized experience and education should be retained depending on the hazards and level of risk identified. For example, for severe weather hazards including hurricanes, tropical and convective storms, a Qualified Professional could include a Certified FORTIFIED Commercial™ Evaluator for light commercial and multifamily properties.

3.10.1.4 Stormwater Management

For most stormwater management projects, a Qualified Professional should be a Professional Engineer licensed to practice civil engineering and/or stormwater management and have 5+ years of general civil engineering of properties, including 2+ years of experience in stormwater management or drainage calculation analysis.

For review of energy storage or alternative vehicle charging stations, a Qualified Professional should be a Professional Engineer with at least 5+ years of relevant experience.

3.10.1.5 Environmental Remediation and Safe Drinking Water

For most environmental remediation projects, a Qualified Professional will be an Environmental Professional as defined in the EPA All Appropriate Inquiry (AAI) 40 CFR §312.21 (Results of Inquiry by an Environmental Professional) as follows:

- Bachelor's degree or higher from an accredited institution of higher education in a relevant discipline of science or engineering and 5+ years of full-time relevant work experience
- State or tribal issued certification or license and 3+ years of full-time work experience
- 10+ more years of relevant, full-time work experience

For Indoor Air Quality (IAQ) projects, a Qualified Professional should have documented expertise in IAQ including one of the following professional qualifications:

- Professional Engineer (PE)
- Registered Architect (RA)
- IAQ Certified Industrial Hygienist (CIH)
- WELL AP with documented expertise
- LEED AP with documented expertise

For Safe Drinking Water (SDW) projects, a Qualified Professional should have documented expertise in SDW including one or more of the following professional qualifications:

- Professional Engineer (PE)
- Registered Architect (RA)
- Water Quality Association Professional Certification
- Environmental Professional

3.10.1.6 Electric Vehicle Infrastructure

- Professional Engineer (PE)

3.10.2 Selection of Qualified Professional

Property owners can select an individual or firm to perform the Project Analysis if they are approved by the Program Administrator or work with a preapproved firm for the Program. A list of pre-approved firms can be found at virginiapace.com.

4.0 Project Analysis Process and Requirements

For a Project to be approved, the Property Owner or Capital Provider must submit sufficient supporting documentation to the Qualified Professional confirming that the project meets the Program requirements.

4.1 Project Analysis Approval Process

1. Property Owner and/or Capital Provider engages contractor or consultant to develop the Project Analysis
2. Capital Provider or Property Owner submits completed Project Analysis for review by the Program Administrator
3. Program Administrator reviews and approves the Project or requests clarification/modification of Project Analysis

Resiliency and Environmental Remediation are relatively new additions to the Program. As a result, requirements for Project Analysis for resiliency and environmental remediation projects should be discussed in advance with the Program Administrator.

Although not anticipated nor common, the Program Administrator has the authority to reject the recommendations of Project Analysis if the project does not meet the requirements of the Program Guidelines.

4.2 Project Analysis for Existing Building Improvements

4.2.1 Energy and/or Water Efficiency Improvements

At a minimum, proposed project analysis should include the following:

- Description of the proposed project including each individual Eligible Improvement that will be funded with the C-PACE Loan
- Expected annual energy savings (kWh, BTUs, or therms) over energy baseline usage; water savings (gallons or ccf) over water baseline usage; annual per unit energy and/or water cost savings (\$)
 - Optional annual demand savings (KW)
 - Optional operational savings (\$)
- Clear and logical documentation of assumptions for the calculations of savings
- Estimate of the EUL of each Eligible Improvement and documentation supporting the EUL
- Calculation of maximum eligible Term for the C-PACE Loan based on the Weighted Average EUL of the Eligible Improvements or EUL of a single Eligible Improvement
- If an EUL cannot be reasonably determined, the maximum EUL for that improvement is calculated at 20 years
- Cost required for each Eligible Improvement or for combined Eligible Improvements if interactive effects between the Eligible Improvements make itemized costs impractical
- Copy of relevant calculations, equipment specs, data sheets, etc.

If renewable energy measures are under consideration, please refer to Section 4.2.2 Renewable Energy Improvements.

The Program recommends, but does not require, that the Project Analysis be based on one of the following:

- ASHRAE Energy Audit standards
- Pacific Northwest National Laboratory, A Guide to Energy Audits, PNNL-20956
- Investor Ready Energy Efficiency (IREE) Certification Protocol
- ASHRAE Standard 100
- ASHRAE Standard 90.1 Appendix G

Property Owners are encouraged to obtain all applicable government, utility provider, and/or manufacturer rebates where available.

Note: The Program Administrator does not guarantee any savings estimates provided by a Registered Contractor, Capital Provider, and/or Property Owner. The Energy Audit is commissioned for the borrower or Capital Provider; it is their responsibility to ensure that the PE provide good and reliable information. The Program Administrator is not responsible for the energy savings.

4.2.2 Renewable Energy Improvements

The energy generation baseline for all renewable energy improvements is assumed to be zero energy generation unless it is a replacement for an existing renewable energy system, in which case the Project Analysis must establish the baseline of the existing system using performance and/or nameplate rating which is the official power production rating given to the equipment.

At a minimum, Project Analysis should include the following:

- Description of proposed renewable energy system including production capacity and type (e.g., roof or ground mount solar PV)
- Description of the site's ambient conditions (e.g., shading analysis)
- Location of the renewable energy system
- Utility consumption profile of the site, including the site's historic energy use and cost (modeled energy consumption may be used in the case of new construction or adaptive reuse projects)
- Expected annual energy production (kWh), electrical demand reduction (kW), annual per unit energy production savings (\$) and operational, maintenance, and insurance cost savings (\$)
- Assumptions affecting the cost savings
 - Weighted cost of energy saved and generated by the Project
 - Cost savings to be realized from time-of-use and demand charge reductions, as applicable
 - Utility tariff to be applied to the site and/or system following installation
 - Utility escalation rate assumptions
 - Tax benefits and other incentives, as applicable
 - EUL of the renewable energy system
 - Maintenance expenses, as applicable
- Assessment of Eligible Project Costs and interconnection issues, including an analysis of the impacts of surplus energy generation by the renewable energy system (e.g., description of utility tariff, if any, to be applied to system production that exceeds consumption)
- Plans to monitor the system and maintain optimized system performance
- Verification of the availability of net metering if the system generates excess power that is delivered to the utility grid at any time

At its discretion, the Program Administrator may waive one or more of the above required components.

4.2.3 Resiliency Improvements

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

- Flood mitigation or the mitigation of the impacts of flooding
- Inundation adaptation
- Natural or nature-based features and living shorelines, as defined in §28.2-104.1
- Enhancement of fire or wind resistance
- Microgrids
- Energy storage
- Enhancement of the resilience capacity of a natural system, structure, or infrastructure

Please note that although Electric Vehicle (EV) Charging Infrastructure is specifically defined in the C-PACE Act, the Program considers EV Charging infrastructure to be a Resiliency Improvement for purposes of developing the Project Analysis.

4.2.3.1 General Resiliency Analysis and Approach

For determining a broad scope of potential resiliency improvements related to potential hazards, the following approach should be followed:

1. Identify and confirm the hazard(s) related to the Eligible Property
 - a) Review regional hazard data from public or commercial risk modeling/mapping sources
 - b) Based on results, perform site specific analysis
2. Identify and quantify site specific vulnerability (risk) associated with the hazard
3. Identify customized resilience improvements that mitigate the risk or provide adaptation strategies

4.2.3.2 Eligible Natural Hazards

Hazards that qualify under the Program include but are not limited to:

- Precipitation
 - Heavy rainfall
 - Drought
 - Wind-driven rain
 - Freezing rain (icing)
 - Rain on snow
 - Freeze-thaw
- Flood
 - Storm surge
 - Coastal flood (includes sea level rise)
 - Riverine (fluvial) Flood (includes ice-jamming)
 - Surface (pluvial) Flash Flood
- Wind
 - Tropical cyclone (hurricane)
 - Winter storms such as ice storms
 - Severe thunderstorm and tornado
 - Local or regional wind
- Wildfire
 - Flame exposure
 - Blown embers
 - Smoke
- Geologic Phenomenon
 - Seismic
 - Landslide
 - Land subsidence
 - Coastal erosion
- Extreme Temperature, Snow and Hail
 - Extreme Temperature
 - Cold
 - Heat
 - Extreme Snow and Hail
 - Heavy Snow
 - Hail

4.2.3.3 Standards and Resources

For natural hazards, the Program recommends following the ASTM Standard Guide for Property Resilience Assessments when developing the Project Analysis. The benefit/cost ratio of Resiliency Improvements can be calculated by using resources such as the FEMA BCA toolkit.

Potential resources in identifying potential projects include: American Institute of Architects (AIA) Disaster Assistance Handbook, Enterprise Green Communities Strategies for Multifamily Building Resilience, and RELi Design.

Virginia specific resources include:

- Virginia Department of Emergency Management
- <https://www.dhcd.virginia.gov/resiliency>
- <https://resilientvirginia.org>

Resiliency Improvements that increase the capacity of a structure or infrastructure to withstand or recover from attacks and accidents unrelated to natural hazards could include but are not limited to building hardening to protect against cyber or physical attacks, smart substations, or back up generation powered by clean energy supporting infrastructure from grid brown or blackouts.

4.2.3.4 Eligible Savings

Eligible savings can include but are not limited to:

- Reduced insurance premiums
- Avoided incremental insurance expenses
- Avoidance of business interruption
- Avoided repair costs for the structure
- Uninterrupted power
- Calculated from a benefit/cost ratio > 1
- Other demonstrable savings that can qualify on a case-by-case basis

4.2.3.5 Project Analysis

The Project Analysis must include a narrative description of the Resiliency Project and include technical documentation to support any assumptions and calculations. Examples of supporting technical project analysis include: narrative description, engineering calculations and models, demonstrate decrease in or avoidance of insurance costs due to increased building resiliency, probable Maximum Loss analysis (with and without resilience measures), and schematics demonstrating raising of building above 100-year floodplain. The report should consider any data from a local climate action plan, where applicable. The report should include the expected useful life for each measure that is documented by manufacturer information or other sources. In addition, the Project Analysis should also incorporate any requirements from local or state laws or resilient related building codes and plans.

As resiliency is an emerging field, the Guidelines also include a Resiliency Compendium in Appendix F with resiliency related definitions and references to assist in Project development, including additional tools to help qualify a Project..

4.2.4 Stormwater Management Improvements

Stormwater Management is defined as a measure that reduces onsite stormwater runoff into the stormwater system such as reduction in the quantity of impervious surfaces or onsite retention and/or filtering of stormwater. A Project Analysis for Stormwater Management Improvements must demonstrate that the Eligible Improvements result in a reduction in onsite stormwater runoff into the local stormwater systems, and/or provides reduction of stormwater runoff pollutants. These reductions must meet or exceed the requirements of Locality for stormwater management when constructing a new building. For existing buildings, the analysis must demonstrate that the improvement(s) will reduce the quantity of stormwater runoff and/or the pollutant load of existing runoff and bring the system to be code compliant at a minimum.

If an EUL cannot be reasonably determined, the maximum EUL for that improvement would be 20 years. The Program Administrator retains the right to limit the EUL of improvement(s) if sufficient supporting documentation cannot be provided or is unavailable.

4.2.5 Environmental Remediation

4.2.4.1 Asbestos, Lead Paint Removal, Radon Mitigation, and Mold Remediation

Environmental remediation generally refers to the clean-up of land or buildings in response to a Phase 2 Environmental Site Assessment (ESA), Weatherization-type analysis, and/or outlined in a Voluntary Remediation Plan that has been reviewed by the Virginia Department of Environmental Quality. Per the C-PACE Act, the types of Eligible Improvements include:

- Asbestos Remediation
- Lead Paint Removal
- Radon Mitigation
- Mold Remediation

The estimated cost for each remediation action for the Project, including an ESA Phase 1 and Phase 2 ESA costs (e.g., soil sampling) can be included in the C-PACE Loan amount.

4.2.4.2 Indoor Air Quality

An Indoor Air Quality (IAQ) Project can be defined as improving the rated performance in indoor air quality by reducing exposure to indoor airborne contaminants.

Permanently affixed measures that exceed the minimum standards of indoor air quality required by law for retrofit or ground up construction will typically be considered eligible. For existing buildings, Qualified Professionals may also establish a baseline model of building-wide CO₂ or oxygen levels and develop an “as complete” model incorporating proposed air quality measures to demonstrate improvements over the baseline. Examples of supporting technical project analysis include Equipment cutsheets, building models, etc. The following reference can provide guidance when developing an IAQ project: <https://www.epa.gov/indoor-air-quality-iaq/clean-air-buildings-challenge>.

4.2.4.3 Safe Drinking Water

For Safe Drinking Water (SDW) projects, the Project analysis/supporting documentation would demonstrate that contaminants in the potable water provided to a building had been removed such as replacement of lead-based piping with CPVC or copper piping. The following reference can provide guidance when developing an SDW project: <https://www.epa.gov/ground-water-and-drinking-water>.

4.3 New Construction and Substantial Renovation/Adaptive Reuse

The Program is available for the construction of new buildings as well as the substantial renovation of existing buildings or the adaptive reuse of vacant buildings.

4.3.1 Baseline: New Construction

New construction projects, unlike existing-building retrofits, do not provide a baseline to compare potential savings from Eligible Improvements. Therefore, the construction code calculated for the baseline for new construction projects is based on the building code version in effect at the time when the project plans were approved by the locality. Every three years, the Virginia Uniform State Building Code (USBC) is updated and goes into effect; however, localities then have up to one year to adopt the latest version. The USBC denotes the Virginia applicable building codes and standards. For any new construction project, the Project must demonstrate through the appropriate Project Analysis that the Project exceeds the applicable code under which the project was designed and approved. The Qualified Professional should also verify local building code compliance with the applicable local government department for the purposes of the energy and/or water savings calculations prepared in the Project Analysis.

The Project Analysis should summarize that the building's total anticipated performance exceeds the building code (baseline) with a summary percentage of performance above the code baseline. To qualify for C-PACE Financing on a new construction Project, the Project must achieve energy and/or water savings that exceed the applicable building code. One hundred percent (100%) of the C-PACE Project Costs of all water or energy related measures in new construction projects that demonstrate a whole-building summary performance above the minimum code baseline are financeable through C-PACE.

A new construction project that only involves renewable energy installed on a new building is not subject to the additional requirements and should follow the Project Analysis requirements for renewable energy systems to existing buildings as described in 4.2.2 Renewable Energy Improvements.

4.3.2 Baseline: Substantial Renovation/Adaptive Reuse

The baseline utilized for establishing energy/water consumption for a substantial renovation or adaptive reuse project will be based on a number of factors such as availability of historic utility bills, type of equipment to be installed, and change of use or occupancy type. The Qualified Professional will make the determination if the energy or water savings for a Project should be determined under the Existing Building or New Construction methodology.

4.3.3 Methodologies for Determining Savings

A Project Analysis for a new construction project may demonstrate expected energy or water savings over this baseline in one of two methods:

- Method 1: Itemization of individual Eligible Improvements (Prescriptive Path): Itemization of individual Eligible Improvements in the Project whose efficiency specifications exceed the baseline requirements as outlined in the appropriate building code. The project analysis/supporting documentation must describe the characteristics of each Eligible Improvement and provide supporting documentation showing that each Eligible Improvement

exceeds minimum baseline requirements. Examples of supporting documentation include but are not limited to: contract certificates, permits, equipment cutsheets, COMcheck certificates, building plans. One hundred percent (100%) of the cost of each Eligible Improvement that exceeds minimum code requirements may be included in the C-PACE Loan amount.

- Method 2: Demonstration of total savings above applicable building code on a whole building basis: Estimated whole building energy and/or water savings above minimum baseline should be calculated using U.S. Department of Energy approved building energy modeling software or detailed engineering calculations, following one of the two allowable pathways in the applicable International Energy Conservation Code (IECC). Savings calculations for the whole building must state the building's total anticipated performance and specify the summary percentage of energy and/or water performance over code minimum. One hundred percent (100%) of the energy and water-related measures included in the whole building model may be considered Eligible Improvements.

4.4 Retroactive C-PACE

4.4.1 Qualifications

Retroactive C-PACE are C-PACE Loans that close after the Property Owner completes the installation of the Eligible Improvements. Completed installations of certain C-PACE Projects are eligible for Retroactive C-PACE financing. Retroactive C-PACE are C-PACE Loans that close after the Property Owner completes the installation of the Eligible Improvements. Retroactive C-PACE Projects must satisfy the same requirements as other C-PACE Projects in terms of eligibility.

Per the C-PACE Act amendments that went into effect July 1, 2025, retroactive C-PACE is allowed within three years of the time elapsed between the completion of the installation and approval of the application for a C-PACE Loan (for localities that adopted the Ordinance prior to July 1, 2025, or have not amended their Ordinance to incorporate the C-PACE Act's 2025 updates, the Retroactive C-PACE period is two years). Completion of installation is the date that the Certificate of Occupancy was issued or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the Locality. For example, for an existing building, completion of installation could be determined based on information shown in the applicable invoice(s) or the date the installation was approved by a building inspector. The total costs of Eligible Improvements can be refinanced or reimbursed with C-PACE.

Typical scenarios include:

- Replacing an existing C-PACE loan with a new C-PACE Loan if the original C-PACE loan is paid off in its entirety from the proceeds of the new C-PACE loan
- Place a new C-PACE Loan on improvements that would have been eligible for C-PACE at the time of installation
- Refinancing a part of the entirety of a conventional loan with a C-PACE Loan
- Amending an existing C-PACE Loan

Other than increasing proceeds on an already approved C-PACE Loan amount, C-PACE Project Refinancing requires all application, approval and recording requirements like a new C-PACE Loan.

4.4.2 Retroactive (Lookback) Period and C-PACE Loan Term

The C-PACE Loan Term would be based on the remaining Weighted Average EUL of the Eligible Improvements based on the time elapsed between the time of installation and closing of the new C-PACE Loan. For example, if an approved C-PACE Loan is funded one year after installation of the Eligible Improvements, the term of the C-PACE Loan would be one year less than if it had been funded at the time of completion.

4.4.3 Required Documentation

Verification is required to establish prior conditions (baseline) and describe the new Eligible Improvement(s) installed in the Retroactive C-PACE Project. The Project Analysis must include additional documentation that provides evidence of installation of the Eligible Improvements:

- Completion Date for the Eligible Improvement(s) subject to the Project
- Description of the baseline code that was used for project design and permit approval
 - If the Retroactive C-PACE Project was approved under a prior building code, the Program Administrator will approve or deny eligibility of the improvement on a case-by-case basis.
- Make and model of equipment replaced, if applicable
- Photos supported by descriptions, which provide evidence of installation of new Eligible Improvement(s)
- Certifications of the Registered Contractor
- Certifications of the Qualified Professional

5.0 Program Fees

5.1 Program Administration Fees

The Program Administrator provides a wide variety of services at no upfront cost and is only paid upon closing of C-PACE Loans. These services include, at a minimum, processing and approving C-PACE applications, assisting in closing and servicing of C-PACE Loans, providing marketing, education and training of Program participants and stakeholders in the 133 cities and counties in the Commonwealth, reporting to local government sponsors, and maintenance and upgrade of program documents, materials, and web resources on an ongoing basis.

5.1.1 Application Fee

There is no fee to apply for a C-PACE Loan.

5.1.2 Closing Fee

The Closing Fee is a one-time processing fee of the C-PACE Loan based on the Lien Amount. This fee may be capitalized into the Lien Amount for the Project. This fee is typically paid out of the proceeds of the C-PACE Loan at closing. The fee schedule is found in [Appendix C](#).

5.1.3 Servicing Fee

Servicing refers to the billing, collection, and remittance of C-PACE Payments on an annual or semi-annual basis. The C-PACE Act gives a Locality the option of outsourcing Servicing of C-PACE Payments to the Capital Provider, who has total discretion over the fee charged to the Property Owner.

The Program has determined that the Capital Provider will be responsible for Servicing. If a Capital Provider is not able to service the C-PACE Payments, then the Program Administrator will act in this capacity and charge a market rate fee based on a percentage of the C-PACE Payments paid annually. The Locality will not be responsible for servicing the C-PACE Loan.

The Property Owner will pay the C-PACE Payment to the Capital Provider, the amount of which is included in the Assessment Payment Schedule of the C-PACE Program Agreement.

5.1.4 Out of Scope Expenses

Closing and Servicing Fees cover the regular costs of the administration of the Program. These costs and expenses do not include any specialized optional professional services that may be necessary for a particular Project either prior or post-closing. Examples include but are not limited to:

- Requesting substantial assistance in developing the Project scope
- Obtaining Lender Consent on behalf of the Property Owner or Capital Provider
- Time-intensive negotiation of any Program documents
- Extensive review of a Project beyond the Program Administrator's standard scope of work
- Review of non-standardized Program documents
- Obtaining a legal opinion for the Capital Provider
- Coordinating Amendments of the C-PACE Lien on behalf of a Capital Provider
- Assistance related to curing a delinquency on behalf of the Capital Provider

Expenses incurred prior to the closing of the C-PACE Loan can be added to the C-PACE Lien Amount if desired. Like the Closing Fee, these expenses can be paid out of proceeds at closing. Fees may be modified from time to time at the sole discretion of the Program Administrator.

5.2 Locality Fees

Fees to record the C-PACE Documents in the Land Records are minimal, ranging from \$54.00 to \$78.00.

5.3 Capital Provider Fee

Capital Providers and Project Developers may charge origination and servicing fees to cover the costs of arranging the C-PACE Loan, which is agreed upon in the Financing Agreement.

5.4 Sample Project Costs

Eligible Project Costs vary based on a number of factors such as the asset type, complexity of the Eligible Improvements, market, Locality requirements, and ownership structure. This sample Project provides an example of how the total C-PACE Lien Amount and annual C-PACE Payments are calculated based on Loan terms such as interest rate, amortization period, term and capitalized interest period.

Project Costs and Fees			
Hard Costs			\$8,500,000
Project analysis			\$9,000
Appraisal, other 3rd party			\$8,000
Related A/E costs			\$595,000
Title report, credit check			\$1,000
Other lender expenses			\$4,000
Owner legal			<u>\$11,000</u>
Hard and Soft Project Costs			\$9,128,000
Recording fee (estimated)			\$78
Capital provider fee			\$154,581
Program Admin fee			\$108,207
Prepaid Capitalized interest			<u>\$914,603</u>
Total financing and admin fees			<u>\$1,177,469</u>
TOTAL LIEN AMOUNT			\$10,305,469
Loan Assumptions			
Interest rate	7.10%	Program admin fee	1.05%
Term (yrs.)	25	Cap Provider fee	1.50%
Amortization	25		
Fee and Capitalized Interest Calculations			
Closing day	6/30/25	Admin fee	\$108,207
First payment	9/30/26	Capital Provider fee	\$154,581
Days	450	Est. Lien Amount	\$10,305,391
Daily rate	0.020%	Capitalized interest	\$914,603
Contingency	8.87%		
Annual Lien Payments			
C-PACE Payment			\$892,299

6.0 Loan Application Process

The application process includes application management, approval, and completion of the Project. Repayment of the C-PACE Loan is described in [Section 7.0 C-PACE Loan Administration](#). To proceed with funding a C-PACE Project, a Property Owner must complete the application process, which has two phases, **Pre-Application** and Final Application.

6.1 Determine Eligibility and Complete Pre-Application

The Pre-Application gives an applicant the opportunity to establish project eligibility before investing in significant project development. The information collected in this step of the process will be used by the Program Administrator to verify that the property is qualified, and that the proposed Project falls generally within the parameters established in this Program Guidelines. The VA C-PACE Checklist should be reviewed by the parties to understand the documentation required in obtaining a C-PACE Loan.

To begin the process, a Property Owner or Capital Provider acting on the Property Owner's behalf completes the online Pre-Application form available in the **Project Center**, which contains all documents, applications, and instructions required for a project to be approved for a C-PACE Loan. An applicant will be prompted to establish a username and password which will be used to submit information to the Project Center. The information collected on the Pre-Application includes:

- Property address (including jurisdiction with taxing authority)
- Property tax Identification number
- Point of contact for the Application
- Name of the Property Owner
- Approximate value of the Property
- Approximate C-PACE Loan Amount

Once a Pre-Application is submitted, the Program Administrator will conduct a preliminary review to determine if the project is eligible for enrollment in the Program. This review will typically be completed within two business days after receipt of a completed Pre-Application. The Program Administrator's approval of a Pre-Application is required prior to submitting the Final Application.

6.2 Select Capital Provider and Develop Project

If the Pre-Application is approved, the Property Owner moves forward with the project development phase.

6.2.1 Project Analysis

The Property Owner must complete a Project Analysis, as described in [Section 4.0 Project Analysis Process and Requirements](#). Following the Project Analysis, a Property Owner or their representatives will develop the final scope, Project Costs, and schedule in conjunction with a Registered Contractor and/or Project Developer.

6.2.2 Lender Consent

If the Eligible Property has existing deeds of trust and/or mortgages, the Property Owner must obtain the written consent of all existing lienholders as a condition of closing the C-PACE Loan. Given that this process can take some time, the Program Administrator recommends that the Property Owner contact these lienholders early in the scoping process to gauge the likelihood that consent will be granted (See [Section 8.0 Lender Consent](#)).

During this phase, the Property Owner should also contact Capital Providers to secure acceptable C-PACE Loan terms and conditions. For more information, see [Section 3.8 Capital Providers](#). The Capital Provider may conduct its own underwriting review of the Project.

6.3 Submit Final Application with Supporting Documentation

When the pre-development work for the project is complete, a Property Owner will complete the Final Application. The Final Application can be started upon approval of the Pre-Application and is accessible through the [Project Center](#). The Property Owner will also receive an email with a link to the Final Application within the Project Center. The Program Administrator's approval of the Final Application is a requirement to closing the C-PACE Loan.

The Final Application contains a section available to the Property Owner to upload all supporting documents. The Program Administrator will only accept documents uploaded to the Project Center. At a minimum, the following supporting documentation must be provided:

1. Final Application completed and signed by the Property Owner
2. Owner tax history: Documents must be provided verifying the Property Owner is current on property taxes
3. Project Analysis
4. Installation contract(s) from the Registered Contractor(s) for the Project that includes the cost of the work, the scope of work, specifications for the equipment, and the schedule for the installation of the Eligible Improvement(s) identified in the Project Analysis
5. Capital Provider's offer to fund/term sheet. The Property Owner must provide documentation that indicates that a Capital Provider has offered to provide a C-PACE Loan for the Project. Such documentation may be evidenced by a signed term sheet, commitment letter, or other documentation satisfactory to the Program Administrator
6. Title Report or Commitment prepared by a Title Insurance company disclosing all current lienholders on the Eligible Property and confirming that there are no involuntary liens on the Eligible Property. The title report should be issued no more than 30 days prior to recording the Lien in the Land Records to avoid any intervening title matters appearing of record. The Property Owner and Capital Provider are responsible for obtaining the title report
7. Property value determination. The Property value must be determined for both taxable and tax-exempt properties using either the assessed value or an appraisal. The appraisal or real estate evaluation completed within 12 months of the submission of Final Application and prepared by an independent real estate appraisal firm. The appraisal or other acceptable forms of valuation must be completed within 12 months of the submission of the Final Application; however, exceptions can be granted at the discretion of the Program Administrator. Please note that the

Capital Provider may have different and/or more stringent appraisal requirements than the Program

8. Lender Consent. Executed Lender Consent and Subordination to C-PACE Special Assessment and Lien Agreement for the proposed Project from each existing lienholder that has a deed of trust on the Eligible Property, if applicable. Requests for Lender Consent should be delivered to lienholders well in advance (e.g., 30 days) of the anticipated C-PACE Loan closing date. This is signed by an existing lender
9. Documentation of Mortgage release(s) (if applicable)
10. Mortgage balance or commitment or other loan balance(s) (if applicable). Copies of the most recent mortgage loan statement(s) for all loans outstanding or commitment for mortgage on the Eligible Property must be included to determine the current loan-to-value ratio
11. Capital Provider and VPA Disclosures & Risks: This document link can be found in [Appendix E](#) under the Transactional Documents folder. Signed by the Property Owner
12. Property Owner Affidavit: Signed by the Property Owner
13. Project Information Request: Property Owner grants permission to the VA C-PACE Program to market publicly certain project-specific information at Loan closing or in the future. Signed by the Property Owner

Once a complete Final Application is received, the Program Administrator will review it for completeness, accuracy, and compliance with these Program Guidelines. The Program Administrator may provide exceptions to a Final Application and allow certain documents to be provided prior to closing versus prior to project approval.. A Final Approval letter will be issued once all of the documents required to close the C-PACE Loan have been reviewed by the Program Administrator typically within three to five business days upon receipt. The Program typically offers a Locality 7-10 business days to review the closing documents that they are required to execute – particularly if it is the first project in the jurisdiction. Please note that a Capital Provider may require additional documentation as part of its financing due diligence and closing requirements.

6.4 Close C-PACE Loan and Initiate Project Construction

6.4.1 Overview

Upon the Final Approval letter has been submitted to the parties, the Property Owner or Capital Provider may proceed with closing the C-PACE Loan. The Property Owner must submit to the Program Administrator:

- Executable copy of the C-PACE Program Agreement
- Executive copy of the C-PACE Lien Certificate
- Executable copy of the Financing Agreement

A form of the C-PACE Program Agreement is included in this Program Guidelines in [Appendix E](#). The Program Administrator will send the C-PACE Program Agreement, C-PACE Lien Certificate, **C-PACE Assignment (Locality)** (if applicable) and the Final Approval Letter to the Locality for review.

Following the execution of these documents, payment of all applicable fees, and consummation of the C-PACE Loan closing, the Capital Provider will record the fully executed C-PACE Lien Certificate with exhibits in the Land Records. If required, the Capital Provider will obtain all wet signatures from the jurisdiction, the Property Owner, and the Capital Provider and appropriate checks/wiring information for

jurisdictions that may charge fees. The Program Administrator will assist the Capital Provider in this process as needed. Upon receipt of recorded documents, the Capital Provider will send copies to the Program Administrator. Per the terms of the Financing Agreement, the first C-PACE Payment due may not be the year that the C-PACE Loan closes. The C-PACE Loan proceeds will be disbursed by the Capital Provider according to mutually agreeable terms between the Capital Provider and Property Owner in accordance with the Financing Agreement.

6.4.2 Simultaneous Close of C-PACE and Transfer of Property Owner

If C-PACE financing is closing alongside a transfer of property ownership, then the Program Administrator must receive a substantively final copy of the deed or similar instrument that will be recorded at close as part of the application package. On the day of recording, the deed or similar instrument must be submitted to the Land Records office prior to submission of the C-PACE Lien Certificate.

6.4.3 Simultaneous Close of C-PACE and Mortgage or Deed of Trust

If C-PACE financing is closing alongside a mortgage or deed of trust or other similar instrument, then the Program Administrator must receive a substantively final copy of the mortgage or deed of trust or similar instrument that will be recorded at close as part of the application package. On the day of recording, the mortgage or deed of trust or similar instrument must be submitted to the Land Records Office prior to submission of the C-PACE Lien Certificate.

6.4.4 Simultaneous Close of C-PACE and Mortgage Release

If C-PACE financing is closing alongside a mortgage release instrument, then the Program Administrator must receive a substantively final copy of the mortgage release instrument that will be recorded at close as part of the application package. On the day of recording, the mortgage release instrument must be submitted to the Land Records office prior to submission of the C-PACE Lien Certificate. In this situation, Lender Consent is not required for the mortgage being released at close.

6.4.5 Closing and Lender Consent

In cases where existing secured lienholder(s) will not be lienholders on the Eligible Property as of financial close of the C-PACE Loan and/or when the Eligible Property will have new senior lender(s) as of financial close of the C-PACE Loan (e.g., a simultaneous acquisition and refinancing of the Property), the Property Owner must provide the Program Administrator with a letter prior to the closing that describes any and all mortgage transactions taking place on the property prior to or simultaneous with closing the C-PACE Loan. All parties that have a mortgage on the property as of the close of the C-PACE Loan must provide consent in accordance with the C-PACE Act. Secured lienholder(s) not providing consent must provide a letter stating their agreement to being paid out in full. The Property Owner must attach the applicable consents, copies of payoff letter(s) from existing mortgage provider(s), and a closing letter containing instructions for fund distribution as of financial close.

On the day of close, the Property Owner must provide confirmation of the escrow agent's receipt of funds and request that the Program Administrator authorize the release of signatures simultaneous to all other parties to the transaction releasing their signatures. Upon the release of signatures by other parties, the title company must follow the list of instructions outlined in the closing letter (including releasing funds to the appropriate parties and recording documents in the order outlined in the closing letter).

6.5 Project Completion

When the Project is complete, the Property Owner will forward evidence of completion to the C-PACE Program Administrator by submittal of a C-PACE Program Completion Certificate, which can be found in [Appendix E](#). It is the responsibility of the Property Owner to ensure that the Project has been successfully completed, including completion and compliance with any necessary approvals of local building codes or standards as issued by Locality building officials or other Locality agencies.

7.0 C-PACE Loan Administration

7.1 C-PACE Lien

The C-PACE Payments that are due, and any interest or penalties accrued thereon, constitute a first and prior lien against the Eligible Property from the date that the C-PACE Lien Certificate is recorded with the Locality until the C-PACE Loan and all interest and penalties are paid in full and the Lien has been released of record.

The Lien is attached to the land, and no portion of the C-PACE Loan shall be eliminated by a foreclosure sale. The C-PACE Loan cannot be accelerated, and the Lien cannot be extinguished until the C-PACE Loan is fully repaid. The Lien will be enforced by the Locality or the Capital Provider in a similar manner as the Locality enforces delinquent real estate taxes, as specifically provided in the Ordinance and the C-PACE Lien Certificate. A C-PACE Loan transfers to the new property owner upon a sale or transfer of the Eligible Property during the Term.

7.2 Repayment of the C-PACE Loan

Repayment of the C-PACE Loan will commence according to the terms of the C-PACE Documents. The first repayment date for the C-PACE Loan will be due in accordance with the Assessment Payment Schedule. Although not a statutory or programmatic requirement, it is recommended that the Assessment Payment Schedule for the proposed C-PACE financing must match the applicant's property tax schedule: e.g., if the Property Owner owes property tax payments in semi-annual installments, then the C-PACE Payments would be due in semi-annual installments. Interest only periods are determined by the terms dictated in the Financing Agreement. Capitalized Interest is capped at 36 months unless an exception is made at the discretion of the Program Administrator.

C-PACE Payments will be billed and collected by the Capital Provider. Pursuant to the C-PACE Lien Certificate, C-PACE Program Agreement, and the Financing Agreement, each C-PACE Payment must be paid in full by the relevant due date reflected on the Assessment Payment Schedule, or the C-PACE Payment will be considered delinquent. Further discussion is under [Section 5.1.3 Servicing fees](#) and in [Section 7.5 Servicing of C-PACE Payments](#).

Pre-payment of a C-PACE Loan is permissible per the terms and conditions laid out in the Financing Agreement. Nothing in the Program Guidelines may supersede or alter the terms and conditions contained in the C-PACE Lien Certificate, C-PACE Program Agreement, and the Financing Agreement.

7.3 Delinquent Payments and Enforcement Remedy

If the Property Owner defaults for failing to pay the C-PACE Payments on time, then the Lien will be enforced by the Locality in a similar manner as the Locality enforces delinquent real estate taxes. If the Locality elects to not enforce the C-PACE Lien, the Locality must relinquish and assign its right to enforce the C-PACE Lien to the Capital Provider, substantially in the form attached as Addendum 1 to the C-PACE Lien Certificate found in Appendix E. It should be noted that the outstanding balance of the C-PACE Loan will not be accelerated, and the Lien will not be extinguished by any collection remedies.

Delinquent Payments are subject to interest, penalties, and/or other fees in accordance with the executed documents with the Capital Provider and the applicable Locality.

Localities are entitled to recover costs and expenses, including attorneys' fees, in a suit to collect Delinquent Payments, in a similar manner as in a suit to collect delinquent real estate taxes, including utilizing any administrative remedies provided by Virginia law. The costs and expenses recovered by the Locality would be in addition to any costs, expenses, interest, or other amounts due and owing to Capital Provider in accordance with the executed documents.

7.4 Amendment of Lien and Payment Schedule

7.4.1 Overview

The Capital Provider can amend the Lien and/or Payment Schedule per the C-PACE Documents during the Term of the C-PACE Loan. This process could be to amend the Assessment Payment Schedule to reflect interest charges related to late payments, or to amend and restate the C-PACE Lien Certificate to increase the C-PACE Loan proceeds if the project qualifies. Please see [Appendix E](#) for a form of C-PACE Amendment.

7.4.2 Process

The Capital Provider must use the form of C-PACE Amendment linked in [Appendix E](#) and submit to the Program Administrator for review. Once reviewed, the Capital Provider will submit this Amendment to the Locality that reflects the adjustment and file the Amendment in the Land Records. The Locality will sign the C-PACE Amendment, and the Capital Provider will record the C-PACE Amendment in the Land Records. The Capital Provider will provide advance notification of the pending amendment and a copy of the executed C-PACE Amendment to the Program Administrator.

In all scenarios, the Capital Provider should communicate the reasons for the Amendment to the Program Administrator to understand the process and any associated incremental costs for the facilitation of this process.

7.5 Release of the C-PACE Lien

Once the C-PACE Loan is repaid in full according to the terms of the C-PACE Documents, the Capital Provider will record a release of the C-PACE Lien in the Land Records.

7.6 Servicing of C-PACE Payments

The Capital Provider will bill and collect the C-PACE Payments. The Capital Provider will also provide the C-PACE Program Administrator with information on an annual basis to confirm payment, prepayment, delinquent payment, etc. of C-PACE Payments. The Capital Provider will notify the C-PACE Program Administrator and the Locality immediately of any delinquencies, repayments, or lien releases, and related actions required of the local government, as applicable.

If the Capital Provider is not able to service the loan, the Program Administrator will service it, upon request. The Program Administrator will issue a bill to the Property Owner instructing that payment be made to the Capital Provider. The Capital Provider will confirm receipt of the payment with the Program Administrator immediately, pursuant to the terms of the C-PACE Loan Documents and any other Project servicing agreement that is required by the Program Administrator. Each C-PACE Payment that is serviced by the Program Administrator will include a Servicing Fee, as described in Section 5.3 Servicing Fee.

8.0 Lender Consent

Per the C-PACE Act, a Property Owner must obtain the written consent of all existing mortgage or deed of trust lienholders of record encumbering the Eligible Property prior to closing the C-PACE Loan. Lender Consent must be in the form approved by each existing lienholder. The purpose of Lender Consent is for all existing secured lienholders with interest in the Eligible Property to consent to the due and unpaid C-PACE Payments having a lien status senior to their position. When an existing secured lienholder will not consent to C-PACE, the mortgage or deed of trust must be prepaid in full prior to or simultaneous to the closing of the C-PACE Loan.

The Lender Consent document will achieve the following:

- Request confirmation from the secured lienholder(s) that the levy of the Lien, subject to the C-PACE Documents will not trigger an event of default nor the exercise of any remedies under the mortgage loan documents or other security documents held by the lienholder
- Advise the secured lienholder(s) that the C-PACE Lien will be repaid in installments collected pursuant to the terms of the C-PACE Documents and subject to the same penalties, remedies, and lien priorities as a special assessment. Additionally, provide notification that the secured lienholder's lien will be junior to the payments of the C-PACE Lien as they come due and that the C-PACE Lien does not accelerate
- Advise the secured lienholder(s) of the terms of the C-PACE Loan that describe the maximum Lien Amount, the maximum Term based on the Weighted Average EUL, and the amount financed cannot exceed the Eligible Project
- Advise the secured lienholder(s) that the Locality will enforce the Lien in the same manner as property taxes and other special assessment charges or assign rights of enforcement to the Capital Provider.

The Capital Provider may provide financing for up to 110% of the financing amount requested without obtaining additional Lender Consent. In addition, the amounts of the individual components of the total

C-PACE Loan requested may change from the amounts listed above, if the C-PACE Loan requested will not increase by more than 10% of the total C-PACE Loan amount.

The Program Administrator recommends that the Property Owner consult with its chosen Capital Provider or Project Developer before approaching any existing lienholders of the Eligible Property. Many traditional lenders are not familiar with C-PACE and may not understand how the Program works. In seeking consent, the Property Owner may find it helpful to inform secured lienholders that if there is a C-PACE Loan default and tax foreclosure, the C-PACE Loan will not accelerate, and only current and Delinquent Payments enjoy senior lien status over existing secured liens. Further, a Property Owner should emphasize that a C-PACE Loan typically increases the value of the lienholder's collateral.

A form of the Lender Consent agreement is provided in Appendix E in the Transactional Documents folder.

9.0 Change Orders

All change orders during the construction period that result in an alteration of the anticipated savings attributed to the Project must be pre-approved by the Program Administrator to ensure that the changes to the Project remain consistent with the Program requirements. The Property Owner must provide documentation of the following:

- Any substantive change in Project scope with a description of the changes
- Revised Project budget to account for changes in Project Costs
- Revised Project Analysis documentation confirming new savings estimates
- Approval of the change by the Capital Provider.

A Property Owner who requires a change order is required to complete a summary of the above changes and submit the same to the Program Administrator for approval.

10.0 Marketing and Outreach

The VA C-PACE Program provides stakeholders with a variety of resources that can be used to promote the Program. Resources such as fact sheets for different stakeholders and case studies by property type. The majority of these resources can be found on the Program's website at virginiapace.com/. Marketing, Outreach, and Training (MOT) is key to successfully launching and sustaining an accelerated growth of C-PACE in the Virginia marketplace. MOT leverages the Program brand utilizing various channels including the website, public relations, email communications, and outreach efforts to educate stakeholders and channel partners. Providing the benefits of C-PACE with a focus on energy and equity goals provides economic development tools to promote Virginia Localities.

C-PACE is a complex program to implement because of the different stakeholder groups that are part of the customer acquisition process. There are five major groups of C-PACE stakeholders that the Program targets through direct outreach or through channel partnerships including:

- Property owners of existing properties
- Developers of new projects

- Contractors and service providers with focus on a wide range of businesses from established firms to small, minority and veteran-owned
- Localities
- National and community-based capital providers and lending institutions

The Program Administrator conducts education and outreach programming tailored to each stakeholder group around the benefits of C-PACE financing. The Program Administrator has online educational modules available for both capital providers and contractors.

The C-PACE market has grown due to the continued focus of the C-PACE Capital Providers who originate the majority of the transactions nationwide. Continued outreach and marketing to new lenders to register and participate in the VA C-PACE program is still a key strategy in bringing new construction and retrofit improvement projects to the Commonwealth.

Appendix A: Glossary of Terms

Ancillary Costs - Costs necessary to install an Eligible Improvement. Examples include roof structural improvements necessary to support a roof-mounted solar PV array or building electrical upgrades necessary to support an energy efficient HVAC system.

Assessment Payment Schedule - Schedule of C-PACE Payments necessary to repay the C-PACE Loan over the C-PACE Term, which is attached to and incorporated into the C-PACE Program Agreement and certain other C-PACE Documents, including the C-PACE Lien Certificate. C-PACE Loans must be fully amortized. Interest only periods are not limited but the Term of the C-PACE Loan begins upon receipt of the Certificate of Occupancy or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the Locality.

Capital Provider - 1) Private lending institution that has been approved by the Program Administrator in accordance with the Program Guidelines to originate a C-PACE Loan and its successors and assigns or 2) Current holder of a C-PACE Loan.

Capital Provider and VPA Disclosures and Risks - Property Owner written acknowledgement of the disclosures and risks associated with the Property Owner's obtaining a C-PACE Loan through the VA C-PACE Program.

Capital Provider - VPA Agreement - Document executed by the Program Administrator and Capital Provider that defines the terms in which the Program Administrator designates the private lender or financial institution as a Capital Provider qualified to lend in the Program.

Clerk's Office - The Clerk's Office of the Circuit Court of State of Virginia.

Closing Fee - One-time fee paid to the Program Administrator at loan closing.

Combined Loan to Value (CLTV) - All secured debt like mortgages plus all C-PACE assessments.

Commonwealth - The state of Virginia.

C-PACE - Commercial Property Assessed Clean Energy.

C-PACE Act - Virginia's Commercial Property Assessed Clean Energy (C-PACE) financing program, codified in §15.2-958.3.

C-PACE Amendment - Amendment to the C-PACE Lien Certificate executed by the local government, Capital Provider, and Property Owner, which is recorded in the Land Records against the Property by the Capital Provider to evidence each amendment to the C-PACE Loan and C-PACE Lien.

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

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

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

C-PACE Lien or Lien - Charge levied by the Locality against the Eligible Property and for the benefit of the Eligible Property at the request of the Property Owner.

C-PACE Lien Certificate - Voluntary special assessment document signed by the Capital Provider, Property Owner and the Locality that is recorded in the Land Records against an Eligible Property to secure the C-PACE Loan.

C-PACE Loan - Loan from a Capital Provider to a Property Owner to finance a Project in accordance with the Program Guidelines. Per the C-PACE Act, a C-PACE Loan is available for commercial buildings. Residential properties with fewer than five (5) single family dwelling units are not eligible.

C-PACE Loan Amount - Total amount of the loan principal, plus all interest, penalties, fees, costs, and other amounts accrued as outlined in the C-PACE Documents and resulting Lien levied against the Eligible Property.

C-PACE Model Ordinance or Ordinance - Piece of legislation enacted by a locality establishing C-PACE in that jurisdiction.

C-PACE Payment - Periodic installment payments of the C-PACE Loan by a Property Owner, due and payable to the Capital Provider as permitted by the C-PACE Act in such amounts and at such times as described in the C-PACE Lien Certificate, C-PACE Program Agreement, and Financing Agreement.

C-PACE Program Administrator - Virginia PACE Authority, Inc. (VPA) which has a contract with Virginia Energy to provide program administrative services for the Virginia C-PACE Program.

C-PACE Program Agreement - Agreement between the Property Owner, Locality, and Capital Provider, and their respective successors and assigns, which includes the terms and conditions for participation in the Program; the Property Owner's acknowledgment and consent for the Locality to impose a voluntary special assessment and record a C-PACE Lien Certificate against the Property Owner's Eligible Property; and a summary of the terms of the C-PACE Loan.

C-PACE Program Certificate of Satisfaction – The Certificate of Satisfaction is completed by the Capital Provider and submitted to the Program Administrator when the C-PACE loan has been repaid in full.

C-PACE Program Completion Certificate - Certificate of completion completed by the Property Owner and signed by the Property Owner and the Capital Provider.

Delinquent Payment - Any C-PACE Payment that was not paid by the Property Owner in accordance with the C-PACE Documents.

Eligible Improvement(s) - A specific improvement or multiple improvements installed as part of an Eligible Project on an Eligible Property including the following categories:

- Energy efficiency improvements
- Water efficiency and safe drinking water improvements
- Renewable energy improvements
- Resiliency improvements
- Stormwater management improvement
- Environmental remediation improvements, and
- Electric vehicle infrastructure improvements

Eligible Project Cost or Project Cost - A cost necessary to install an Eligible Improvement to complete an Eligible Project which consists of Hard, Soft and Ancillary Costs.

Eligible Project or Project - A project that is approved by the Program Administrator containing Eligible Improvements.

Eligible Property - All assessable commercial real estate located within the Commonwealth, with all buildings located or to be located thereon, whether vacant or occupied, whether improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the locality, other than a residential dwelling with fewer than five (5) dwelling units or a commercial condominium as defined in § 55.1-1900 used for residential purposes. Common areas of real estate owned by a cooperative or a property owners' association described in Subtitle IV (§ 55.1-1800 et seq.) that have a separate real property tax identification number are eligible properties.

Expected Useful Life (EUL) - Estimated lifespan of an asset during which it is in good enough condition to function properly and be used.

Final Application - Full application to participate in the Program and receive the C-PACE Loan that is approved by the Program Administrator and that confirms that the Property Owner has met all the requirements set forth in the Program Guidelines. Approval of the Final Application by the Program Administrator is a condition to closing the C-PACE Loan.

Final Approval - Letter provided by the Program Administrator that signifies that the Final Application is complete and has been approved. Following receipt of this notice, the Property Owner may close the C-PACE Loan.

Financing Agreement - Document executed by the Property Owner and Capital Provider that defines the terms of the C-PACE Loan, which comply with the requirements of the Program, and which are mutually agreed upon by the Property Owner and Capital Provider.

Hard Costs - All direct installation/construction contract costs (materials, labor, and overhead) associated with the Project.

Land Records - Means the land records of the Clerk of the local jurisdiction of Virginia Circuit Court.

Lender Consent - Written consent and subordination agreement executed by the holder of each existing lien, mortgage, or deed of trust on an Eligible Property that is the subject of a C-PACE Loan, which allows the C-PACE Lien to have senior priority over any existing lien, mortgage, or deed of trust, other than real property taxes.

Locality - Means all Cities, Counties, and Incorporated Towns within the Commonwealth of Virginia.

Pre-Application - Initial application completed by a Property Owner by which the Program Administrator can determine whether the proposed Project is located on an Eligible Property and that the prospective Property Owner is aware of the Program requirements. Approval of a Pre-Application is required prior to submittal of the Final Application.

Program Administrator - Virginia PACE Authority (VPA).

Program Fees – Fees paid for using the VA C-PACE Program.

Program Manager - The Locality Point of Contact or such person designated in writing by the Locality to supervise the Program and act as liaison with the Program Administrator.

Program Sponsor - Virginia Energy (VE).

Programmatic Documents - Documents that are not specific to a specific transaction including the C-PACE Program Model Ordinance, Capital Provider-VPA Agreement, VA C-PACE Program Guidelines, and Virginia Energy-Locality C-PACE Agreement.

Project Analysis - an analysis of the Eligible Improvements proposed for the Project conducted by the Registered Contractor or Qualified Professional in compliance with Section 4.0 Energy and Resiliency Analysis Requirements.

Project Center - A web portal containing all documents, applications, and instructions required to be approved for C-PACE Loans offered through the Program Administrator.

Project Developer - An individual or company that assists the Property owner in developing the scope of the Project and/or assisting in arranging C-PACE Loans.

Property Owner - Owner of Eligible Property who obtains a C-PACE Loan from a Capital Provider under the Program in accordance with the Program Guidelines or the successor in title to the original Property Owner.

Property Owner Affidavit or Property Owner Certification - Notarized certificate from Property Owner, certifying that (1) Property Owner is current on payments on loans secured by a mortgage or deed of trust lien on the Property and on real estate tax payments, (2) that the Property Owner is not

insolvent or in bankruptcy proceedings, and (3) that the title of the Property is not in dispute, as evidenced by a title report or title insurance commitment from a title insurance company acceptable to the Program Administrator and Capital Provider

Qualified Professional - A professional meeting the criteria to perform the Energy and/or Resiliency Analysis and that has registered as Contractor in the Virginia PACE Program.

Real Property - One or more defined interests, benefits, or rights inherent in the ownership of real estate.

Registered Contractor - A business or organization that has registered with the Program to provide services to Property Owners. Examples of Registered Contractors include general contractors, HVAC installers, lighting contractors, solar developers and installers, energy engineering firms, commissioning agents, and licensed engineers and architects.

Retroactive C-PACE - Completed installations of certain C-PACE Projects are eligible for Retroactive C-PACE financing. Retroactive C-PACE are C-PACE Loans that close after the Property Owner completes the installation of the Eligible Improvements. Retroactive C-PACE must occur within 24 months of the time elapsed between the completion of the installation and approval of the application for a C-PACE Loan. Retroactive C-PACE Projects must satisfy the same requirements as other C-PACE Projects in terms of eligibility.

RFQ - Request for Qualifications provided to lenders who want to be Capital Providers in the Program.

Servicing Fee - Fee that is collected annually with the C-PACE Payment over the term of the C-PACE Loan if the C-PACE Program Administrator services the C-PACE Payments. (See Section 5.0 Program Fees for further details).

Soft Costs - Indirect costs that are not considered direct construction costs but are necessary to complete the Project.

Term - Period beginning on the effective date of the C-PACE Documents and ending on the date on which the C-PACE Loan and any other amounts owed pursuant to the C-PACE Documents have been repaid in full in accordance with the C-PACE Documents and Assessment Payment Schedule.

Transactional Documents - Suite of documents and forms necessary to apply for and close a C-PACE Loan.

VA C-PACE Checklist - List of documents and information required for each C-PACE transaction.

Virginia C-PACE Program or VA C-PACE - C-PACE financing program established in the State of Virginia which facilitates the financing of Eligible Improvements and provides for a C-PACE Lien to be levied and recorded against the Property to secure the C- PACE Loan.

VA C-PACE Program Guidelines or Program Guidelines - Document that outlines the requirements of the VA C-PACE Program.

Virginia Code - The Code of Virginia Annotated (1950), as amended.

Virginia Energy - The state energy department sponsoring the VA C-PACE Program.

Virginia Energy-Locality C-PACE Agreement - Agreement between Virginia Energy and the Locality to which the Locality elects to participate in the Virginia C-PACE Program.

Virginia C-PACE Program - The VA C-PACE Program.

Virginia PACE Authority, LLC (“VPA”) - Tax-exempt 501(c)3 nonprofit entity that administers the VA C-PACE Program, on behalf of Virginia Energy, and for Localities that sponsor a local C-PACE program.

Weighted Average Expected Useful Life (EUL) - Weighted average of the estimated lifespan of the Eligible Improvements.

Appendix B: Common Eligible Improvements

Eligible Improvements for the expanded VA C-PACE Program include energy efficiency, water efficiency and safe drinking water, renewable energy, resiliency, stormwater management, EV infrastructure, and environmental remediation measures installed as part of an Eligible Project.

The following list of proven technologies is intended as a reference list and can change at any time.

Energy Efficient Improvements

- High efficiency lighting
- Heating ventilation air conditioning (HVAC) upgrades
- New automated building and HVAC controls
- Variable speed drives (VSDs) on motors fans and pumps
- High efficiency chillers
- High efficiency boilers and furnaces
- High efficiency hot water heating systems
- Combustion and burner upgrades
- Fuel switching resulting in an overall reduction in the number of BTUs required to achieve a given end use
- Heat recovery, including air, water, or steam condensate heat or energy recovery
- Steam traps
- Building enclosure/envelope improvements
- Building automation (energy management) systems

The following end-use savings technologies are more applicable to industrial facilities:

- New automated process controls
- Heat recovery from process air and water
- Cogeneration used for peak shaving
- Process equipment upgrades
- Process changes

Shown below are key aspects of some of the most applied technologies listed above, with their typical simple payback range. These payback ranges are only provided for informational purposes and should not be construed as a guarantee of performance or requirement for C-PACE Financing eligibility.

Automated Building and HVAC Controls

- New electronic controls which are more precise and reliable when compared to old controls that may still be pneumatic systems based on compressed air
- Automated lighting, chiller, boiler, and HVAC operation including
 - Load management, including load shedding, scheduling, and other building-to-grid interactive features;
 - Optimal start/stop/warm up
 - Ventilation control
- Whole-building energy management systems, which may come with other advanced control technologies, such as:

- Security, fire, and life safety
- Alarm monitoring and report generation
- Preventive maintenance scheduling
- Remote monitoring/metering capabilities
- Plug-load controls

Boilers

- Replacement of steam with hot water boilers for hot water heating loads; including heat pump water heaters
- Improved maintenance
- Optimized operation/staging in multiple boiler plants
- Optimized boiler controls
- Tuning or replacement of burners
- Addition of small “pony” boilers for low loads, which result in
 - Reduced fuel consumption/energy costs
 - Reduced emissions
 - Reduced maintenance costs
 - Higher reliability

Building Shell and Fenestration

- Roof insulation, which, when combined with reflective roof coatings in warm climates, reduces energy consumption
- Review of building pressurization for proper ventilation
 - Balance exhaust and intake air quantities
 - Add weather-stripping on doors and windows
 - Seal cracks and unnecessary openings
- Window films to reduce solar heat gain and/or heat loss
- Replacement windows with more energy efficient glazing
- Present value of the embodied energy in the building envelope

Chillers

- New chiller models, which can be up to 30-40 percent more efficient than existing equipment
- Upgrades of lead chiller(s) (base load) to high efficiency
- Management of chiller and condenser settings to minimize compressor energy
- Optimization of pumping energy for the distribution of chilled water
- Optimization of HVAC operation to
 - Improve temperature/humidity control
 - Eliminate unnecessary cooling loads
- CFC reclamation program/inventory
 - Chiller replacement may achieve both CFC management and energy efficiency objectives

Heat Recovery

- Heat recovery devices to capture waste heat from water, process heat and exhaust air to re-use it for preheating of
 - Building intake air, including energy recovery units, heat pipes, enthalpy wheels or similar

- Boiler combustion air
- Boiler feedwater
- Inlet water for domestic hot water

HVAC

- New packaged units for increased efficiency and indoor comfort
- Heat pumps
- Proper sizing of HVAC equipment
 - Full-load operation is more efficient than part load operation
 - consider fan capacity reduction or staging of two (2) smaller units rather than partial loading of one large unit
- Installation of VSDs on HVAC motors
- The balancing of air and water supply systems (by installing economizers and direct digital controls) which removes trouble spots demanding inefficient system operation
- Improves maintenance and eliminates simultaneous heating and cooling
- Variable air volume conversions, which differ significantly from constant air flow
- Ventilation reduction (when possible and not below ventilation rates required by USBC)
- Unoccupied shutdown or temperature setback/setup (controls)
- Combined heat and power

Lighting

- Daylight controls and natural daylighting designed to reduce energy and improve visual comfort
- Upgrades for existing fluorescent fixtures including electronic ballasts, T8 lamps, reflectors, and the installation of LED bulbs and fixtures
- Timers and occupancy sensors for meeting rooms and other intermittently occupied spaces
- Smaller impact opportunities including security lighting, stairwell lighting, exterior night-time security lighting, and exit signs

Motors

- High efficiency electric motor replacements
 - The cost premium over standard motors normally can be recovered in less than two (2) years
- Motor sizing to the actual load profile to improve efficiency and control electrical power factor

Refrigeration

- Improvements to refrigerated cases and walk-in coolers to improve efficiency and decrease waste
 - Additional insulation, anti-sweat heater controls, auto-closers for cooler/freezer doors, case-lighting controls, improved defrost controls, suction line insulation, etc.
- Thermal Storage Systems (for load shifting)
- Compressors (VFD and controls, heat recovery, mechanical sub-cooling, evaporative condensers)

Variable Speed Drives

- VSDs applied to motors, pumps, and fans
 - Matches motor use to variable operating load
 - Can save up to 40 percent in power consumption
 - Can be packaged with controls
 - Extends motor life

Water Efficiency and Safe Drinking Water Improvements

- Replacement of toilets, urinals, and other bathroom fixtures which can greatly impact domestic water use
- Replacement of pre-rinse valves, dishwashers, and icemakers in commercial kitchens, which can save water
- Upgraded laundry equipment in commercial properties and Laundromats
- Installation of cooling towers, condensers, and steam boilers HVAC systems, which can reduce water consumption
- Installation of new equipment in car washes to achieve 80-100% recycled water use or utilization of applicable gray water sources, film and x-ray processing, and high-tech manufacturing which can reduce industrial water consumption
- Replacement of lead pipes that serve potable water supply

Renewable Energy Improvements

- Solar photovoltaic power
- Solar thermal
- Wind power
- Geothermal energy
- Fuel cell
- Green Hydrogen (hydrogen produced by splitting water into hydrogen and oxygen using renewable electricity)
- Combined heat and power
- Solar battery storage
- Voltage optimization devices: Savings may be achieved by reducing energy lost during the transmission and transformation processes.

Stormwater Management Systems

- Green roofs
- Blue roofs
- Pervious pavement/pavers
- French drains
- Rainwater capturing systems and other stormwater management systems as approved by the Virginia Best Management Practices (BMP) Clearinghouse, or the Chesapeake Bay Basin-wide BMP Verification Program

Resiliency Improvements

- **Natural Hazards**
 - Flood mitigation/inundation adaptation
 - Relocation of HVAC, plumbing, servers, electrical rooms, backup generators, and other critical infrastructure above the height of expected flood levels
 - Dry flood protection such as flood gates, walls, or doors, inflatable barriers
 - Direct Costs to build > 3 feet above base flood elevation
 - Infrastructure to raise equipment above 3-foot freeboard
 - Site Perimeter floodproofing
 - Flood vents

- Floating foundations
- Thermal protection/insulation
- Sump Pumps (permanent)
- Backwater Valves
- Waterproof or water-resistant materials for flooring, foundation etc.
- Windows and doors on ground level to be watertight
- Elevators to include water detectors that stop the elevator above flood inundation levels;
- Elevating sites
- Sea walls

- Drought
 - Water efficient fixtures, appliances, and HVAC equipment (also under Water Efficiency)
 - Xeriscaping
 - Harvest rainwater ((also under Water Efficiency)

- Wind
 - Wind resistant felt underlayment
 - Existing roof-structural-framing-member-to-wall connections (e.g., hurricane straps)
 - Upgraded commercial doors including roll-up, overhead, and sectionals
 - Reinforced gutters and downspouts
 - Hurricane shutters
 - Wind resistant shingles
 - Secondary water barrier

- Wildfire and Smoke
 - Firebreaks, defensible space, and vegetation management on site
 - Indoor and outdoor air quality monitors

- Heat and Heatwaves
 - Enclosures with shading, insulation under cladding
 - Window awnings or other shading (particularly on south-and west-facing windows)
 - Emergency back-up generators for critical facilities
 - Green infrastructure (bioswales, green roofs and walls, reflective roof coverings, and naturalized stormwater ponds)

- Heavy Snow and Hail
 - Roof engineering for snow shedding (sloped roofs) or structural support (flat roofs) for sloped roofs, design for snow loads, impact resistant shingles
 - Material Selection (concrete masonry unit [CMU] for superior strength against wind and snow loads, metal roofing for efficient snow shedding, resistance to denting)
 - Ice dam prevention (waterproof membranes along roof edges to prevent leaks, sufficient attic insulation and ventilation to keep the roof deck cold, reducing snowmelt)
 - Impact Resistance: Impact resistant windows and doors to withstand high winds and falling debris, impact resistant vents
 - Foundation Protection (frost-protected insulated shallow foundations (FPSF))

- Geologic phenomenon (seismic, landslides, land subsidence, coastal erosion)
 - Retaining structures, green infrastructure, and run-off structures that reduce erosional areas
 - Bioswales, other nature-based filtration systems that slow or limit erosion restoration of dunes, marshes, and wetlands
 - Safety film on large glass windows or doors that could break or shatter, particularly overhead or adjacent to exit routes
- **Microgrids**
 - Remote/off grid
 - Grid connected
 - Networked
- **Energy Storage**
 - Electrochemical: batteries, fuel cells, electrochemical capacitors
 - Thermal: Sensible heat storage (water tanks, pebble bed units)
 - Mechanical: Flywheel Energy Storage Systems, Compressed Air Energy Storage (CAES)
 - Chemical: Hydrogen derived from renewable energy sources
 - Electrical/electromagnetic: Lithium batteries, substations, voltage/power transformers
- **Back up generation**
 - Hardened backup generators utilizing renewable energy and uninterruptible power supplies (UPS)
- **Building Hardening (against cyber or physical attacks)**
 - Access Control: RFID-based, electronic locking systems
 - Hardened Entry Points: Using blast-proof glass and reinforced doors at all entry points.
 - Man Traps (Security Vestibules)
 - Perimeter Hardening: Installing high fences, vehicle barriers, crash-rated gates, and security bollards
 - Surveillance: 24/7 CCTV, motion detectors, thermal cameras, and potentially, AI-driven, drone-based, or LiDAR monitoring
- **Environmental Monitoring**
 - Sensors to detect humidity, temperature changes, and smoke (allowing for proactive management before systems fail)
- **Natural or nature-based features and living shorelines**
 - Planting riparian, marsh, and submerged aquatic vegetation
 - Installing organic materials such as bio-logs and organic fiber mats
 - Constructing oyster reefs or “living breakwaters” that dissipate wave energy before it reaches the shore

Environmental Remediation Improvements

- Soil and groundwater remediation
- Asbestos remediation in tiles, ceilings, and other interior building areas
- Mold remediation of walls and ceilings
- Removal of lead paint in building interiors
- Protect water piping from contamination due to flooding
- Removal of lead water pipes
- Radon remediation such as PVC venting and fan systems
- Ultra-violet lamp systems in air handling units or hospital rooms

Electric Vehicle Infrastructure

- Electric vehicle charging stations
- Electrical upgrades necessary to install EV charging stations

Appendix C: Program Fees

Closing Fee

- 1.05% of Lien Amount
- Minimum Fee: \$3,300

Servicing Fee (if provided by Program Administrator)

- To be determined on a case by case basis

Recording Fee

Recording of the required Transactional Documents in the Circuit Court can typically be completed electronically through Simplifile at a nominal cost. Recording fees are based on the number of documents recorded and the quantity of pages per document. All C-PACE transactions require the recording of the Lien Certificate and the Lender Consent for a cost of \$26/document, totaling \$54. If the Capital Provider assigns the Lien (typically soon after closing), an additional charge of \$26 is due. Therefore the recording fees range from \$54 to \$78.

Appendix D: VA C-PACE Checklist

APPLICATION	
Pre-Application	Complete in Project Center to confirm eligibility
Final Application	Complete in Project Center and signed by the property owner
Project Analysis	Meets requirements in the Program Guidelines
Signed installation contract(s)	Must include estimated costs
Capital Provider offer to fund	Term sheet or similar
Project Kick-off call	VPA conducts call with Capital Provider and Applicant
Title Report or Commitment	Must be current within 30 days of project approval
Property value determination	Appraisal, assessed value, other as listed in Program Guidelines.
Documentation of Mortgage Release	Evidence that existing mortgage(s) has been released, if applicable
Documentation of Mortgage Balance(s)	Copies of most recent mortgage loan statement(s) for all existing loans or mortgage commitment on Property to determine LTV ratio
Property Owner Affidavit	Property Owner and Capital Provider sign this document
Capital Providers and VPA Disclosures and Risks	Property Owner signs this document acknowledging risks
Project Information Request	Property Owner signs this form recognizing possible public recognition of project information
Lender Consent	Obtain written Lender Consent from all lienholders, if applicable
Final Approval Letter	VPA sends a Final Approval Letter to Locality and a Final Approval Letter to Capital Provider
CLOSING	
Capital Provider-VPA Agreement	Capital Provider executes prior to first project in Program
C-PACE Program Agreement, Financing Agreement, C-PACE Lien Certificate	Capital Provider sends documents to VPA for review; VPA sends back if modifications required
C-PACE Program Agreement and C-PACE Lien Certificate	VPA sends Program Agreement and C-PACE Lien Certificate to Locality. Locality executes and returns to all parties. Capital Provider disburses funds.

Closing Fee Paid to VPA and any other fees	Wire addressed to Virginia PACE Authority. Payment and wiring information will be provided in an invoice/notification from VPA.
C-PACE Lien recordation	Capital Provider records C-PACE Lien Certificate, Lender Consent (if applicable), and C-PACE Lien Assignment (Locality) (if applicable) in Land Records and provides copy to VPA
POST-CLOSING	
C-PACE Program Completion Certificate	Property Owner/Capital Provider provides at Project completion
Certificate of Satisfaction and Removal of C-PACE Lien	Capital Provider provides to VPA at payoff of loan and records.

Appendix E: VA C-PACE Program Documents

To access the documents, either click the links below or go to <http://virginiapace.com>

[Programmatic Documents](#)

[Transactional Documents](#)

Appendix F: Supplemental Information

- C-PACE Closing Process
- Resiliency Compendium
- State Statute

**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 **CITY OF LYNCHBURG, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “City”); the **TREASURER OR CHIEF FINANCIAL OFFICER OF THE CITY** (the “CFO”); _____, 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 City has determined to enable Property Owners to obtain C-PACE Loans for Eligible Improvements located on Eligible Properties in the City by causing the City to opt into the Statewide Program, adopting the Statewide Program as the City’s own C-PACE Program, and to implement such determination, the Council of the City has adopted Article IV of Chapter 36 of the Lynchburg City Code (the “Ordinance”); and

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

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

Section 1 - Definitions.

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

Section 2 – Representations and Covenants.

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

(b) Property Owner represents and covenants that (i) it has applied to participate in the Statewide Program, (ii) the Program Administrator has given notice to the City 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 City, acting through its CFO, 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 City, acting through its CFO, determines not to enforce the C-PACE Lien, which determination shall be made within thirty (30) days of receipt by the City from the Capital Provider of notice of the Property Owner’s default under the terms of the C-PACE Documents, then the City shall, within fifteen (15) days of the City’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 City 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 City execute a C-PACE Lien Certificate that will be recorded in the Land Records of the City, 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 [City]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 City, acting at the request and direction of Capital Provider (which shall certify such payment in full to the City), 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 City.

(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 City or its CFO, 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 City agrees to maintain and continue the C-PACE Lien on the Property for the benefit of Capital Provider until the C-PACE Loan, including all principal, interest, fees, other types of fees, penalties, collection costs and Program Fees and

other sums due, is paid in full.

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

- (1) The C-PACE Assignment (CP) is made pursuant to the requirements of the Ordinance and the Program Guidelines;
- (2) The Program Administrator and Property Owner are notified in writing of the assignment or transfer and provided the address where future C-PACE Payments should be mailed, either at closing, if the assignment occurs then, or at least thirty (30) days before the next Payment is due according to the Assessment Payment Schedule; and
- (3) The assignee or transferee, by operation of the C-PACE Assignment (CP) or otherwise, assumes Capital Provider's obligations under the C-PACE Documents.
- (4) If for any reason C-PACE Payments are being paid to the City or its CFO, 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 City and its CFO at the following addresses:

City:

City of Lynchburg, Virginia
Attn: City Manager
900 Church Street
Lynchburg, VA 24504

CFO:

City of Lynchburg, Virginia
Attn: CFO
900 Church Street
Lynchburg, VA 24504

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 City 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 City 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 City, acting by and through the CFO, 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. [For Cities only: Va. Code Sec. 58.1-3965.1 shall be applied to the sale of any Property to enforce a C-PACE Lien to collect Delinquent Payments.] Capital Provider agrees to cooperate with the City and its CFO 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 City Attorney's Office. If the City, acting through its CFO, determines not to enforce the C-PACE Lien itself, which determination shall be made within thirty (30) days of receipt by the City from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the City, acting by and through the CFO, shall, within fifteen (15) days of the City'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 City and its CFO, 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 City and its CFO, shall have the status of “Special Counsel to the City and its Chief Financial Officer” 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 CFO 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 City, on its behalf and on behalf of the CFO, 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 City 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 City 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.

(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 City. No provision of this Agreement requires the City 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 City, Property Owner agrees to indemnify and hold harmless the Capital Provider and the City, their Councilmembers, 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 City 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 City or Capital Provider. The invalidity of any clause, provision, or section of this Agreement shall not affect any remaining clauses, provisions, or sections of this Agreement, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision, or section had not been included herein.

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

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

If to the City:

City of Lynchburg, Virginia
Attn: City Manager
900 Church Street
Lynchburg, VA 24504

AND

City of Lynchburg, Virginia
Attn: CFO
900 Church Street
Lynchburg, VA 24504

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 City.

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

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

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

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

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

CITY OF LYNCHBURG, VIRGINIA

By: _____
Name: Wynter C. Benda
Title: City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Name: Matthew C. Freedman
Title: City Attorney
Date: _____

CHIEF FINANCIAL OFFICER OF THE CITY OF LYNCHBURG, VIRGINIA

By: _____
Name: Donna Witt
Title: Chief Financial Officer
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:

[insert Capital Provider’s name]

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Property Description

Exhibit B
Assessment Payment Schedule

**VIRGINIA ENERGY – LOCALITY
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY AGREEMENT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, between the City of Lynchburg, Virginia, a political subdivision of the Commonwealth of Virginia (the “Locality”), and the Virginia Department of Energy (“Virginia Energy”), a public agency of the Commonwealth of Virginia.

RECITALS

1. Pursuant to § 15.2-958.3. of the Code of Virginia, entitled “Financing clean energy, resiliency, and stormwater management programs” (“C-PACE Act”), Locality has exercised its right to authorize contracts to provide C-PACE loans through the adoption of a C-PACE ordinance (“Ordinance”), attached hereto as Exhibit 1.
2. Pursuant to the C-PACE Act and Ordinance, Locality has agreed to opt into the statewide C-PACE loan program sponsored by Virginia Energy (“Virginia C-PACE Program”) and administered by a competitively selected private program administrator (“Program Administrator”). The current Program Administrator and its contact information are set forth on Exhibit 2 attached hereto.
3. The Virginia C-PACE Program provides the Locality with a uniform process for the application, approval, closing and servicing of C-PACE loans and with outreach and training support to promote the program to property owners. A Locality participating in the Virginia C-PACE Program agrees to adopt the set of legal and administrative documents and to abide by the requirements of the statewide C-PACE Program Guidelines (“Program Guidelines”) attached hereto as Exhibit 3.

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

ARTICLE 1

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

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

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

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

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

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

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

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

ARTICLE 2

MISCELLANEOUS PROVISIONS

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

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

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

City of Lynchburg, Virginia
Attn: Chief Financial Officer
900 Church Street
Lynchburg, Virginia 24504

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:

City of Lynchburg, Virginia

By: _____
Name: _____
Title : _____
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
8604 Kenilworth Drive
Springfield, VA 22151

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

EXHIBIT 3
PROGRAM GUIDELINES

(See attached)



AGENDA ITEM SUMMARY

MEETING DATE

August 25, 2026

PRESENTED BY

Rachel Frischeisen, City Planner

AGENDA ITEM # III.2

5612 & 5616 Edgewood Avenue - Rezoning - Perimeter Roofing and Exteriors

RECOMMENDATION

This item will appear for City Council vote on the September 8, 2026, Public Hearing agenda. Approval of the petition to rezone 5612 Edgewood Avenue from B-3 & B-3C to B-3C. Denial of the petition to rezone 5616 Edgewood Avenue from R-2 & B-3C to B-3C.

SUMMARY

Philip Pantana of Edgewood Commercial Properties LLC & Bentrige Properties LLC is petitioning to rezone approximately one and one hundred three thousandths (1.103) acres located at 5612 & 5616 Edgewood Avenue from B-3, Community Business District; B-3C, Community Business District (Conditional); and R-2, Low-Medium Density Residential District to B-3C, Community Business District (Conditional) to amend previously approved proffers and to bring the current use of the site as a roofing company into compliance with the Zoning Ordinance. The City's Comprehensive Plan 2013-2030, Future Land Use Map (FLUM) currently recommends Low Density Residential uses for the area. The commercial structure has been in place since 1985 and the residence has been in place since 1944.

Last year the business's overflow parking and gravel driveway were expanded behind the home and on to railroad property. The owners have a lease with the railroad to use the parking area. However, these uses are currently not allowed by the existing zoning. Approval of the rezoning petition would help bring the gravel lot and drive aisle into compliance with the Zoning Ordinance. If approved, the existing structures and uses would remain.

PRIOR ACTION(S)

July 8, 2026: The Planning Commission recommended approval (6-0, with 1 absent) of the petition to rezone 5612 Edgewood Avenue from B-3 & B-3C to B-3C; and recommended denial (6-0, with 1 absent) of the petition to rezone 5616 Edgewood Avenue from R-2 & B-3C to B-3C.

July 8, 2026: The Planning Division recommended approval of the petition to rezone 5612 Edgewood Avenue from B-3 & B-3C to B-3C and denial of the petition to rezone 5616 Edgewood Avenue from R-2 & B-3C to B-3C.

FISCAL IMPACT

N/A

CONTACT(S)

Rachel Frischeisen, City Planner

ATTACHMENT(S)

1. Presentation Slides
2. Planning Commission Minutes, Report, and Attachments

REVIEWED BY



William Martin, Community Development Director

Date: August 17, 2026



Kent White, Assistant City Manager

Date: August 17, 2026



Alicia Finney-Andrews, Clerk of Council

Date: August 20, 2026

5612 & 5616 EDGEWOOD AVENUE REZONING

Tuesday, August 25, 2026



PURPOSE & ACTION

Purpose:

Petition of Edgewood Commercial Properties LLC & Bentrige Properties LLC to rezone 5612 & 5616 Edgewood Avenue from B-3, Community Business District; B-3C, Community Business District (Conditional); and R-2, Low-Medium Density Residential District to B-3C, Community Business District (Conditional), to amend previously approved proffers and bring the current use of the site as a roofing company into compliance with the Zoning Ordinance.

Recommendation:

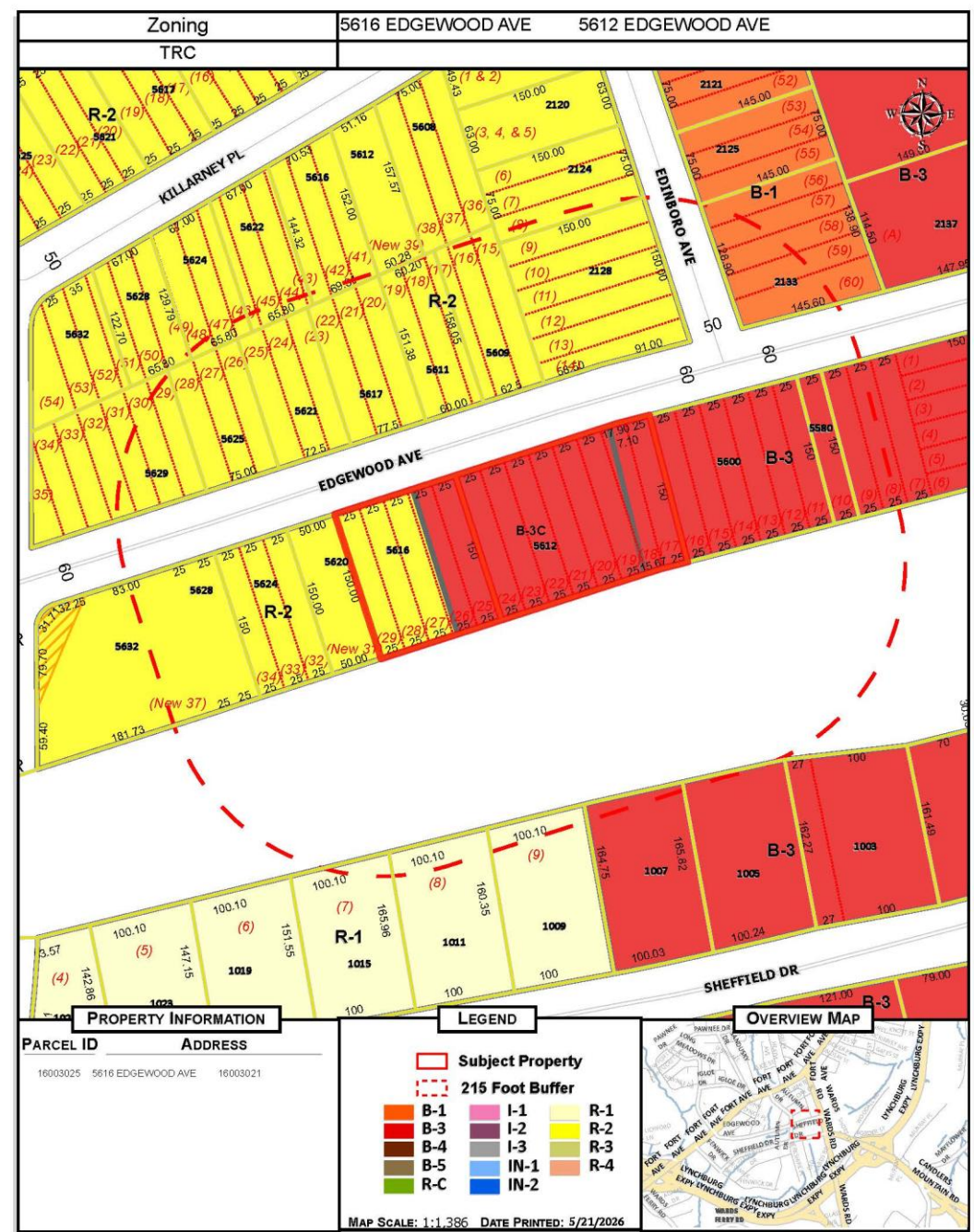
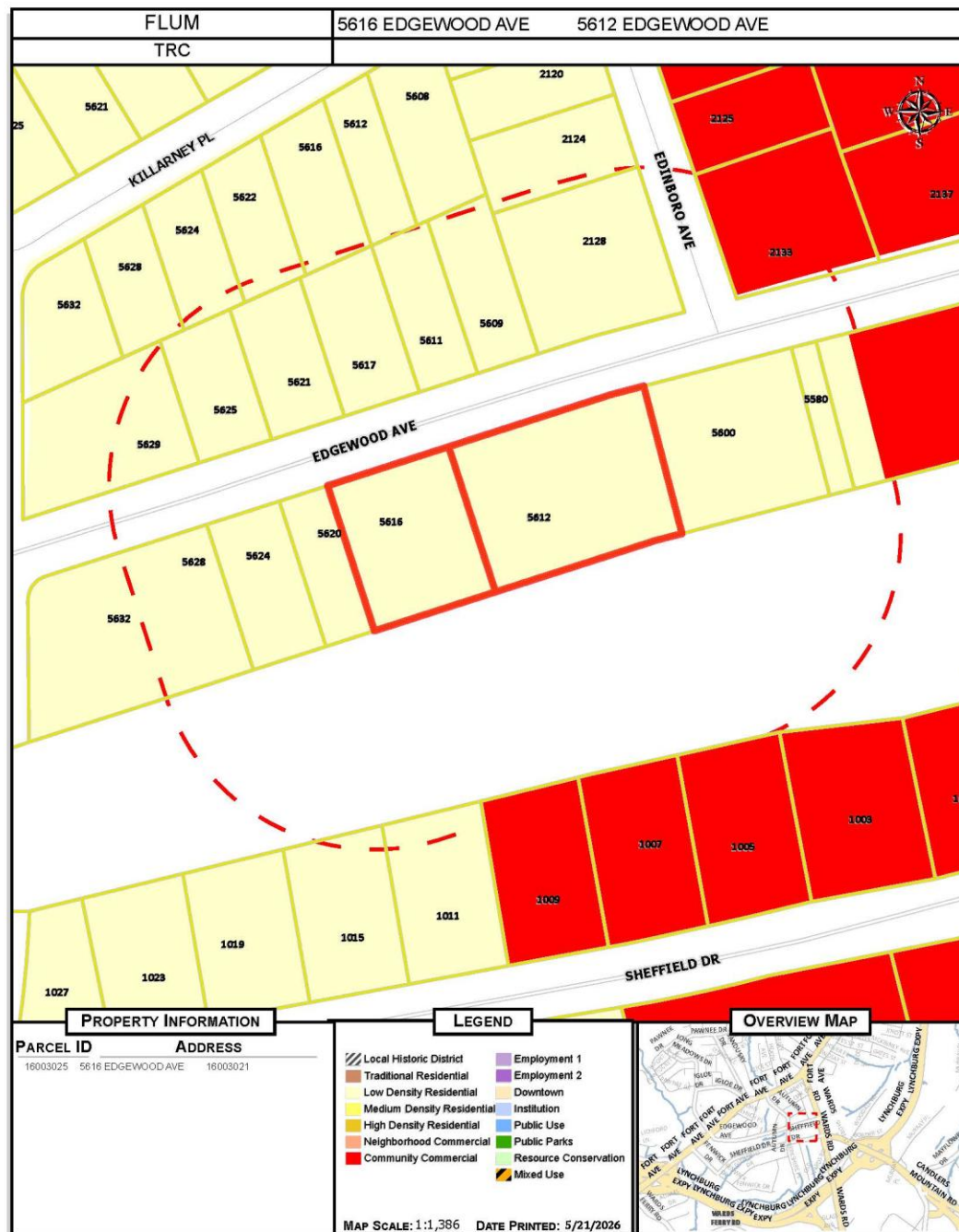
The Planning Commission recommended:

Approval (6-0, with 1 absent) of the petition to rezone 5612 Edgewood Avenue from B-3 & B-3C to B-3C;

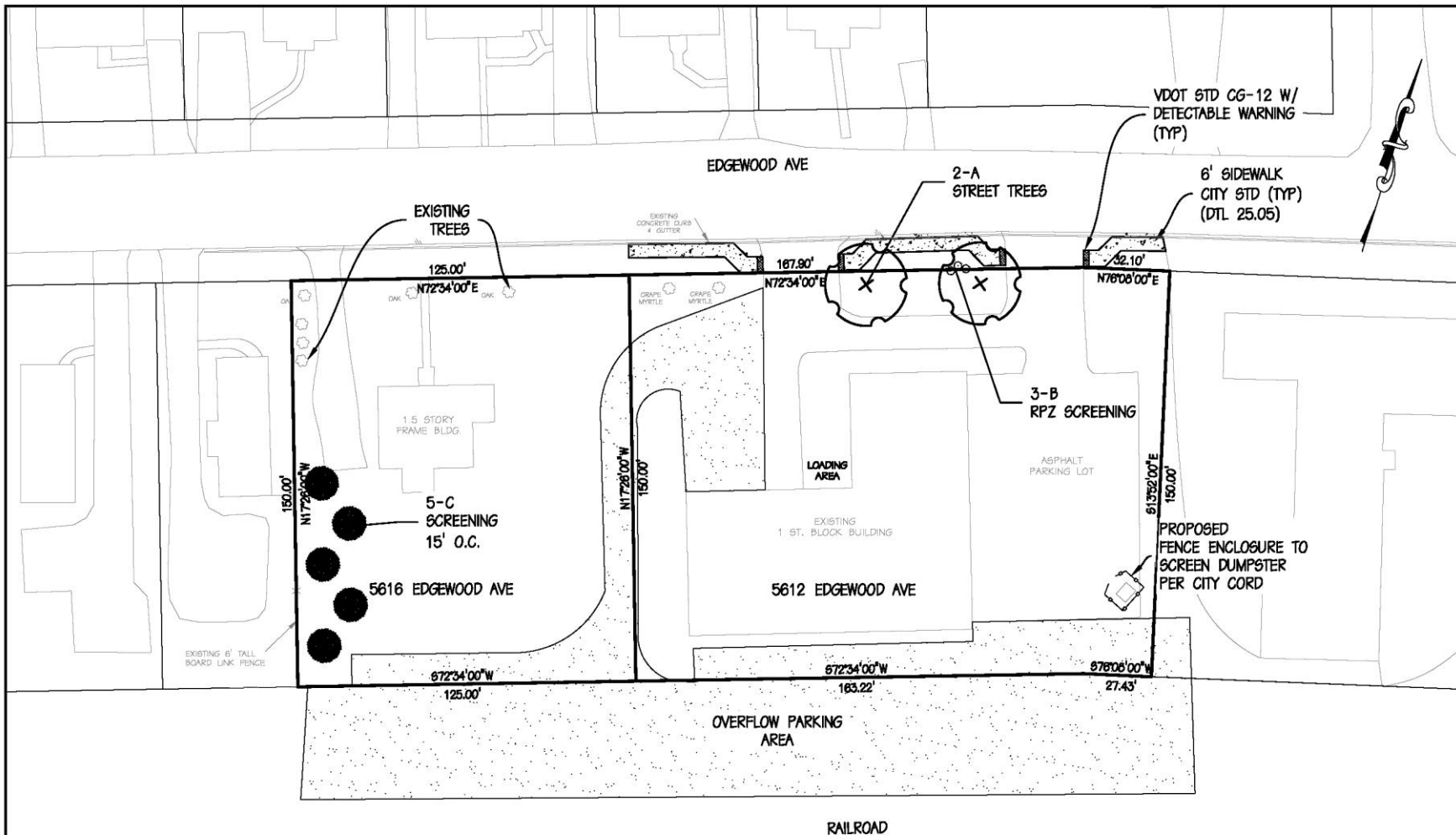
Denial (6-0, with 1 absent) of the petition to rezone 5616 Edgewood Avenue from R-2 & B-3C to B-3C.

Action:

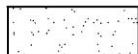
A City Council public hearing will be held on September 8, 2026.



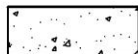




LEGEND



GRAVEL



CONCRETE

STREET TREES: SEC. 35.2-63.8

ONE (1) SHADE TREE FOR EACH 40 FEET OF STREET FRONTAGE. WHERE OVERHEAD UTILITY LINES PROHIBIT THE PLANTING OF SHADE TREES, ONE (1) ORNAMENTAL TREE FOR EACH 20 FEET OF STREET FRONTAGE. TREES SHALL NOT BE PLANTED WITHIN THE PUBLIC RIGHT-OF-WAY OR WITHIN ANY UTILITY EASEMENTS UNLESS OTHERWISE APPROVED BY THE CITY.

EDGWOOD AVE - 280 LF FRONTAGE / 40 = 7 TREES REQUIRED
5 EXISTING TREES
2 PROPOSED TREES PROVIDED
TOTAL 7 TREES PROVIDED

UTILITY SCREENING: SEC. 35.2-63.8

REDUCED PRESSURE ZONE (RPZ) SCREENING: 3 MEDIUM SHRUBS PROVIDED

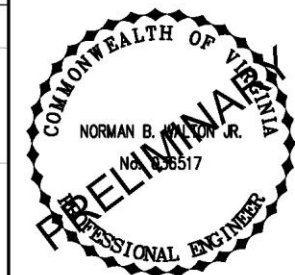
LANDSCAPE LEGEND

	SYM	QUANTITY	BOTANIC NAME	COMMON NAME	PLANTING SIZE	REMARKS	CANOPY	TOTAL CANOPY
A	⊕	2	PISTACHIA CHINENSIS	CHINESE PISTACHE	1 1/2" CAL. MIN	SHADE TREE	707 SF	1,414 SF
B	⊙	3	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERY HOLLY	3 GAL. 2' MIN HT.	MED SHRUB		
C	●	5	THUJA x 'GREEN GIANT'	GREEN GIANT ARBORVITAE	CONT. OR B&B, 4' MIN HT.	EVERGREEN		



PO BOX 1567 17 W. NELSON STREET
LEXINGTON, VIRGINIA 24450
PHONE: 540-464-9001 FAX: 540-464-5009
EMAIL: PNO@PERKINS-ORRISON.COM

317 BROOK PARK PL
FOREST, VIRGINIA 24551
PHONE: 434-525-5985 FAX: 434-525-5986



JOB:

5612 EDGWOOD AVE
5616 EDGWOOD AVE
REZONING PLAN
LYNCHBURG, VA

CLIENT:

PERIMETER ROOFING
AND EXTERIORS

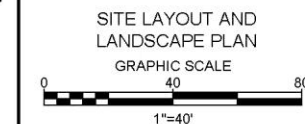
MARK	DATE	DESCRIPTION
1	06/15/26	PER COMMENTS

ISSUE: 05/26/26

CONTOUR INTERVAL: 2'

DRAWN BY: KAD

CHECKED BY: NBW

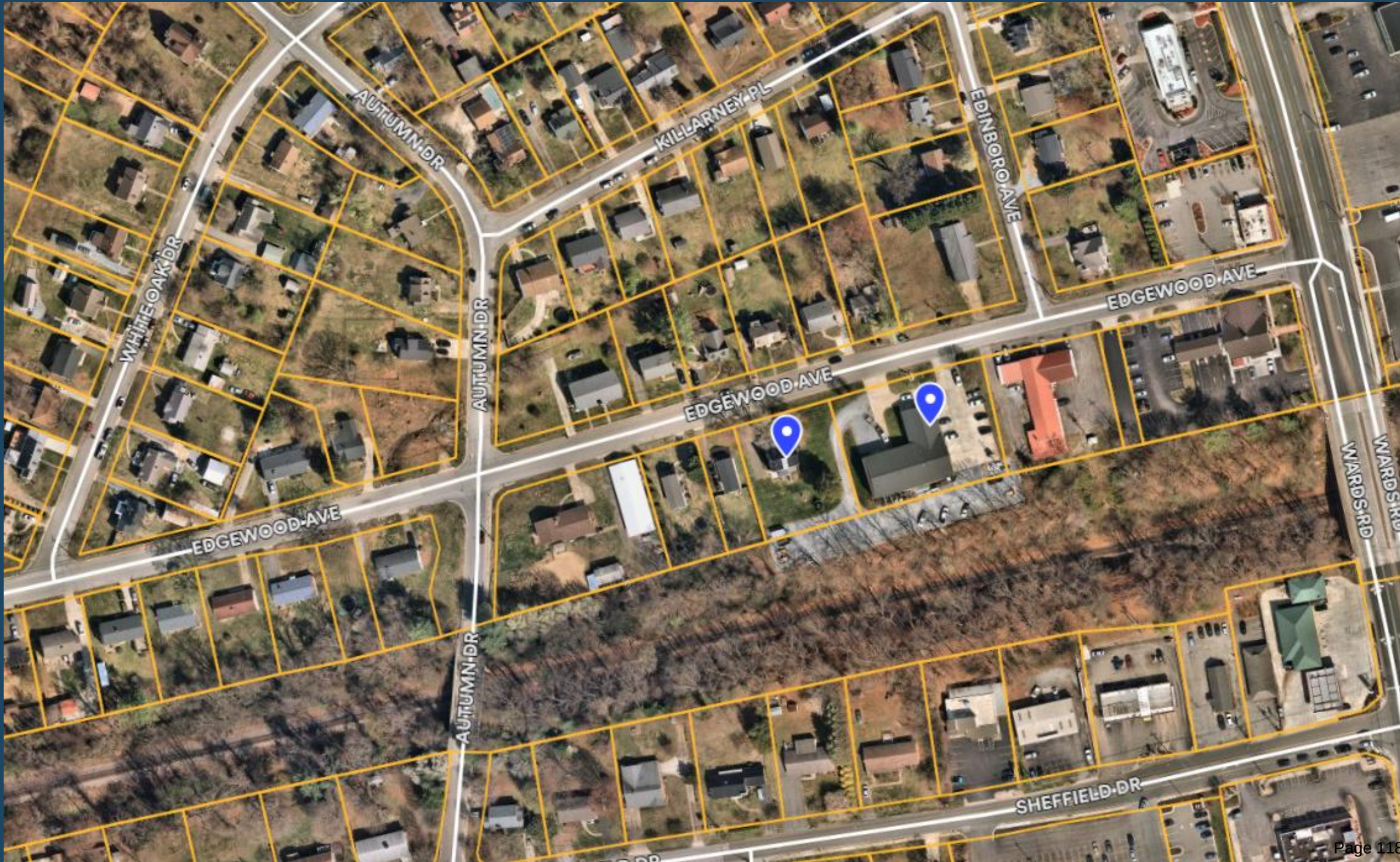


JOB NO

22124

SHEET NO 2 OF 2

F:\2026\26124 Perimeter Roofing.dwg C:\RZ-26124-5612-5616.dwg 6/15/2026 11:05 AM



MINUTES OF THE JULY 8, 2026, PLANNING COMMISSION MEETING (MINUTES HAVE NOT BEEN APPROVED):

Petition of Edgewood Commercial Properties LLC and Bentrige Properties LLC to rezone approximately one and one hundred three thousandths (1.103) acres located at 5612 and 5616 Edgewood Avenue from B-3, Community Business District; B-3C, Community Business District (Conditional); and R-2, Low-Medium Density Residential to B-3C, Community Business District (Conditional) to amend previously approved proffers, and to bring the current use of the site as a roofing company into compliance with the Zoning Ordinance.

Ms. Rachel Frischeisen, City Planner, provided the following summary to the Commission. The subject property is located at 5612 & 5616 Edgewood Avenue and contains approximately one and one hundred three thousandths (1.103) acres. The purpose of the rezoning is to amend previously approved proffers and to bring the current use of the site as a roofing company into compliance with the Zoning Ordinance. The Future Land Use Map recommends Low Density Residential uses for the properties. These areas are dominated by single family detached housing at densities of up to four dwelling units per acre. The existing R-2, Low-Medium Density Residential District zoning was established in 1978. The existing B-3, Community Business District zoning and B-3C, Community Business District (Conditional) zoning was established in 2001. The property at 5612 Edgewood Avenue contains an existing one-story commercial building, constructed in 1985. The structure is approximately six thousand seven hundred ninety-six (6,796) square feet in size and is currently occupied by Perimeter Roofing and Exteriors. Approximately eight thousand nine hundred (8,900) square feet of paving also existed prior to the addition of a gravel lot. The property at 5616 Edgewood Avenue contains a single-family rental residence, constructed in 1944. The structure is approximately one thousand four hundred seventeen (1,417) square feet in size. Over fifteen thousand (15,000) square feet of gravel has been added at the rear of the subject properties and on the adjacent railroad property to allow for additional parking and drive aisle. The petitioner has a lease with Norfolk Southern Railway Company for limited use of the railway property for this encroaching gravel lot. The petitioner was issued a zoning Notice of Violation (NOV) on October 3, 2025, for installing this gravel parking area and drive aisle. It exceeds fifteen thousand (15,000) square feet and is located on 5612 & 5616 Edgewood Avenue, as well as the adjacent Norfolk Southern Railway property. The installation of the gravel area was not approved in a site plan, did not receive permits, does not comply with previously approved proffers in the B-3C, Community Business District (Conditional) area, and is partially located in an R-2, Low-Medium Density Residential District. The properties are bordered to the north by residential uses across Edgewood Avenue, to the east by commercial uses, to the south by Norfolk & Southern Railway property, and to the west by residential uses. While the proposed use of the property at 5612 Edgewood Avenue does not agree with the Future Land Use Map recommendation of Low Density Residential, the property has been used commercially since 1985 when the existing structure was constructed. Perimeter Roofing and Exteriors has occupied the space since 2019. The continued use of the property, with the addition of the gravel parking lot, should have little to no negative impact on the surrounding area; however, Planning staff has concerns regarding the expansion of commercial zoning further into the existing residential neighborhood. Building, preserving, and strengthening neighborhoods is a goal that is repeated throughout the Comprehensive Plan, and the potential for further commercial development can alter the character and dynamic of a neighborhood. The property at 5616 Edgewood Avenue has been a residence since 1944. The continued use of the property as a rental residence would have no negative impact on the surrounding area and would provide a buffer between the commercial use and other residential uses in the area. The petitioner has submitted a voluntary proffer to limit the B-3, General Business District uses permitted on the properties, but the continued use of the structure as a residence has not been proffered at this time. If the rezoning is approved, the residence could transition (or the site could be redeveloped) to use the property for commercial purposes by the petitioner, or one of the by-right B-3, General Business District uses that is not proffered out. This would eliminate the buffer between the commercial site and neighboring residences. The Technical Review Committee (TRC) reviewed the petition on June 2, 2026. Compliance with the Zoning Ordinance, including buffering and stormwater management requirements, would be addressed at the site plan phase. The Planning Division recommends approval of the rezoning petition for 5612 Edgewood Avenue and denial of the rezoning petition for 5616 Edgewood.

Vice-Chair Henderson asked if there was anyone present to speak on behalf of the petition.

Mr. Norm Walton of Perkins & Orrison, Inc., was present to represent the petition. Mr. Walton explained that he would address the easement first. The owner of the property, Mr. Pantana, had hired a contractor that relayed to him that no city permits were needed to install the new gravel parking area. Mr. Pantana was not aware that the contractor was wrong or that installing this new gravel area would violate pre-existing proffers on the properties. He was cited with zoning violations and proceeded to contact and hire Perkins & Orrison, Inc., to have a rezoning petition submitted. Mr. Pantana has a leasing agreement with Southern Norfolk railway to allow for the construction of the gravel parking area onto the railway's property. Perimeter Roofing is a well-respected business whose property is well-kept. While not proffered, the house on 5616 Edgewood would be kept as a residential rental property.

Commissioner Gammon asked Mr. Walton about the nature of the agreement with the railroad.

Mr. Walton replied that it was a lease agreement with the railway for which Mr. Pantana pays an annual fee for the use of the area as a parking area.

Vice-Chair Henderson asked if there was anyone present to speak in favor of the petition.

Mr. John Carwile stated that Mr. Pantana has kept the property clean, renovated the house at 5616 Edgewood, and been a good neighbor. He added that he has no problem with the gravel parking area. He thinks that the commercial lot looks better since Mr. Pantana cleared the lot. The residential property has been improved, too.

Mr. Philip Pantana of Perimeter Roofing and Exteriors stated that his company had been on the property since 2019. He explained that the gravel was placed because the company had need for a service road to wrap around the building to help alleviate bottlenecking and to increase parking space for the company's trailers. He had purchased 5616, a portion of which is zoned B-3, in order to install a service road. The other portion of the property on which the house sits, is zoned R-2, Low-Medium Density Residential.

Commissioner Gammon asked Ms. Frischeisen if 5616 Edgewood was split zoned.

Ms. Frischeisen replied that the portion of the property that the house sits on is zoned R-2. The grassy area that exists between the house and gravel driveway is zoned B-3C.

Commissioner Gammon asked for clarification about what portion of the driveway and parking area was in violation.

Ms. Frischeisen replied that the gravel driveway was within the B-3C zoning, but the existing proffers do not permit parking in that portion.

Commissioner Gammon asked if the company was using the gravel driveway for parking or as a pass through to get around the building.

Mr. Pantana replied that it was used as a pass through.

Mr. Gammon asked Mr. Pantana how the gravel area that extended behind the house on 5616 Edgewood was used.

Mr. Pantana replied that gravel area was used as overflow for parking of company vehicles.

Commissioner Gammon commented that parking there was not allowed due to the R-2 zoning. He asked Ms. Frischeisen to clarify if the gravel driveway was allowed while the parking area behind the house was not.

Ms. Frischeisen replied that hypothetically, if there had only been the gravel driveway, then perhaps the Zoning Division would not have cited a violation. Yet the parking and storage area in R-2 is clearly in violation.

Commissioner Gammon commented that parking was not allowed, but the gravel driveway could remain since it was on the B-3 portion of the property.

Commissioner Perault recommended that the commission finish the public hearing portion of the meeting before asking questions of the petitioner.

Vice-Chair Henderson asked if there was anyone else present to speak in favor of the petition.

Mr. Carwile came forward again said that Perimeter Roofing had been a good neighbor to the area and the owner, Mr. Pantana, had kept both properties well-maintained. He had no complaints and no problem with this rezoning petition.

Vice-Chair Henderson asked if there was anyone present to speak in opposition to the petition.

With there being no additional members of the public who wished to speak on the petition, Vice-Chair Henderson closed the public hearing.

Commissioner Perault asked for clarification on what would need to change if the commission were to approve the rezoning for 5612 and deny the rezoning for 5616. He asked if the gravel driveway would be allowed to remain even if the gravel parking area had to be removed.

Ms. Frischeisen replied yes that the gravel driveway should be able to remain and the gravel parking area would need to be removed.

Commissioner Perault asked what removing the gravel parking area would entail.

Ms. Frischeisen replied that the petitioner would need to remove the gravel and reseed the area.

Commissioner Gammon commented that the petitioner would need to remove the gravel on the R-2 zoned portion of 5616 but should still be able to have extra parking in the leased area, as it is railroad right-of-way.

Ms. Frischeisen responded the zoning adjacent to a right-of-way is applied to the right-of-way. In this case, it would mean that the adjoining property's zoning would be R-2, meaning that the right of way would also be considered R-2.

Commissioner Cox asked if a portion of the B-3 zoning of 5616 could be increased to allow for an L-shaped business zone.

Commissioner Perault stated that he would not support doing so, since it would still encroach on a residential area. It would not solve the issue and would only be a roundabout "solution."

Commissioner Gammon commented that only a small portion of the gravel parking area would not be usable if the petitioner is able to keep the portion of it graveled through their railway lease agreement.

Commissioner Cox asked Mr. Walton if the gravel parking area had been measured.

Mr. Walton replied that he did not have the dimensions for that area.

Mr. Pantana explained that he measured the property incorrectly and had not accounted for the right of way. He asked if there was a standard distance between private property lines and the curb of the public street.

Ms. Frischeisen responded that right-of-way widths can vary throughout the City.

Mr. Pantana said that when Kevin Henry, Zoning Administrator, took measurements it showed that Mr. Pantana's measurement was off by ten (10) feet. The gravel driveway and parking area were installed to keep the company's trucks and equipment off the street, out of sight for his neighbors; and to avoid theft of tools. He has had issues with people loitering near the property. He added that part of his long-term plan is to plant trees as a buffer between his business and neighbors.

Commissioner Gammon suggested that Mr. Pantana remove the gravel parking area behind the residential property. He suggested that instead of rezoning 5616, the owner should keep using the railway lease as a means to park company trucks and equipment.

Commissioner Cox commented that the concept plan showcases how little of the gravel parking area is located on 5616.

Commissioner Amy asked Mr. Pantana if he planned on taking down any of the trees on the property to open more space for the B-3 portion of 5616.

Mr. Patana replied that he does not plan to do so currently. His initial plan was to landscape the property with privacy trees to shield the gravel area. He was not against the commission's recommendations, but he was concerned with stormwater management. Zoning staff noted that a swale may be required. If so, it could take twenty (20) to thirty (30) ft of area and cause issues with the trucks and trailers entering and exiting. He would prefer not to expand the gravel in the B-3 area. in front of the property along the road. He wants to keep the grass to give a good first impression to the company's customers.

Commissioner Amy asked Mr. Pantana if he had spoken with the residents at 5620 Edgewood.

Mr. Pantana replied he had not.

Commissioner Amy said that 5616 Edgewood was a good buffer. If the property were rezoned, then it leaves an opening for the business at 5612 to expand and come into closer contact with residential properties such as 5620.

Commissioner Perault stated that he would be hard pressed to support a vacant lot being rezoned from R-2 to B-3. There was no chance that he would support rezoning an R-2 parcel that has an existing residence on it. Planning staff has done a nice job of splitting this petition with approval for 5612 and denial for 5616. He supports the partial approval and partial denial of the petition.

Commissioner Gammon agreed with Commissioner Perault.

Commissioner Gammon made the following motion, seconded by Commissioner Cox, and approved by the following vote:

"Based on the preceding Findings of Fact, the Planning Commission recommends to City Council the following actions on the petitions of Edgewood Commercial Properties LLC & Bentrige Properties LLC:

- **Approval of the petition to rezone 5612 Edgewood Avenue from B-3, Community Business District and B-3C, Community Business District (Conditional) to B-3C, Community Business District (Conditional) subject to the voluntarily submitted proffer; and**
- **Denial of the petition to rezone 5616 Edgewood Avenue from R-2, Low-Medium Density Residential District and B-3C, Community Business District (Conditional) to**

B-3C, Community Business District (Conditional), subject to the voluntarily submitted proffer:

1. The Following B-3 permitted by-right uses are prohibited on these properties:

- **Boarding House**
- **Rooming House**
- **Hotel, Motel, or Tourist Court**
- **Gasoline Service**
- **Light Auto Repair**
- **Heavy Auto Repair**
- **Furniture or Home Furnishings, Hardware, Home Center, Lawn and Garden Supplies, Department Store, Warehouse Club or Superstore, Electronics and Appliances**
- **Flea Markets and Thrift Stores**
- **Grocery Store, Supermarket, or Bakery, Convenience Store, Specialty Food Stores**
- **Beer, Wine, and Liquor Store**
- **Pawn Shops**
- **Short-Term Loans**
- **Precious Metal Buyers**
- **Copy Center, Private Mail Center, Other Business Support Services**
- **Collection Agency**
- **Restaurants, Cafeterias, Snack Bars & Catering**
- **Mobile Food Services**
- **Laundromat and Dry Cleaning**
- **Parking Lot and Parking Garage**
- **Licensed Massage Therapist**
- **Tattoo Parlor**
- **Adult Retail Establishment**
- **Animal Services**
- **Pet Cemetery**
- **Retail Courier and Package Delivery**
- **Commercial Amusements**
- **Country Club**
- **Outdoor Recreation**
- **Animal Production"**

AYES: Amy, Cox, Gammon, Henderson, Perault, Woodson

6

NOES:

0

ABSTENTIONS:

0

ABSENT: Rogers

1

The Department of Community Development

City Hall, Lynchburg, VA 24504 **434-455-3900**

To: Planning Commission
From: Planning Division
Date: July 8, 2026
Re: **Rezoning: 5612 & 5616 Edgewood Avenue – B-3, Community Business District; B-3C, Community Business District (Conditional); and R-2, Low-Medium Density Residential District to B-3C, Community Business District (Conditional)**

I. PETITIONER

Philip Pantana, Edgewood Commercial Properties LLC & Bentrige Properties LLC, 68 Bentrige Court, Lynchburg, Virginia 24501
Property Owner: Same as Petitioner
Representative: Norman Walton, Jr., Perkins & Orrison, Inc., 317 Brook Park Place, Forest, Virginia 24551

II. LOCATION

The subject property is located at 5612 & 5616 Edgewood Avenue and contains approximately one and one hundred three thousandths (1.103) acres.

III. PURPOSE

The purpose of the rezoning is to amend previously approved proffers and to bring the current use of the site as a roofing company into compliance with the Zoning Ordinance.

IV. SUMMARY

- The City's *Comprehensive Plan 2013-2030, Future Land Use Map (FLUM)* currently recommends Low Density Residential uses for the area.
- If approved, the existing structures and uses would remain. The commercial structure has been in place since 1985 and the residence has been in place since 1944.
- Approval of the rezoning petition would help bring the gravel lot and drive aisle into compliance with the Zoning Ordinance. The lot was installed to serve the commercial use.

The Planning Division recommends partial approval/denial of the Rezoning petition.

V. FINDINGS OF FACT

1. **Comprehensive Plan.** The *Future Land Use Map (FLUM)* from the *Comprehensive Plan 2013-2030* recommends Low Density Residential uses for the properties. Low Density Residential areas are dominated by single family detached housing at densities of up to four dwelling units per acre. In addition to residential uses, they may include public and institutional uses compatible in scale with single family residential homes. Private recreation uses, including country clubs and swim and racquet clubs, and private open space are also appropriate for Low Density areas. (p. 72)
2. **Zoning.** The subject properties were annexed into the City in 1958. The existing R-2, Low-Medium Density Residential District zoning was established in 1978. The existing B-3, Community Business District zoning and B-3C, Community Business District (Conditional) zoning was established in 2001.

The property owner was issued a zoning Notice of Violation (NOV) on October 3, 2025, for installing a gravel parking area and drive aisle. The gravel area was installed to serve the commercial use. It exceeds fifteen thousand (15,000) square feet and is located on 5612 & 5616 Edgewood Avenue, as well as the adjacent Norfolk Southern Railway property. The installation of the gravel area was not approved in a site plan, did not receive permits or easements, does not comply with previously approved proffers in the B-3C, Community Business District (Conditional) area, and is partially located in an R-2, Low-Medium Density Residential District.

Previously approved proffers established in the 2001 zoning include:

1. The facility will be used for only one (1) Community Business Classification use to allow the use as a floor covering sales, office, installation and storage facility.
 2. All uses permitted by right in the B-1, Limited Business Classification will be permitted.
 3. Employees and vendor parking will be restricted to the 16 spaces in the left side parking lot area.
 4. No outside storage will be permitted.
 5. The retail sales will not be open to the public on Sundays."
 6. The facility will be used in substantial accordance with the submitted site plan (titled 'Rezoning Plan for 5604 Edgewood Avenue,' by Hurt & Proffitt, dated October 9, 2001, revised November 6, 2001).
 7. Any dumpsters will be located on the side lot and screened from public view by a wooden fence or evergreen landscaping.
3. **Proffers.** The petitioner has voluntarily submitted the following proffer to replace the existing proffers:

The Following B-3 permitted by-right uses are prohibited on these properties:

- Boarding House
- Rooming House
- Hotel, Motel, or Tourist Court
- Gasoline Service
- Light Auto Repair
- Heavy Auto Repair
- Furniture or Home Furnishings,
- Hardware, Home Center, Lawn and
- Garden Supplies, Department Store,
- Warehouse Club or Superstore,
- Electronics and Appliances
- Flea Markets and Thrift Stores
- Grocery Store, Supermarket, or Bakery,
- Convenience Store, Specialty Food Stores
- Beer, Wine, and Liquor Store
- Pawn Shops
- Short-Term Loans
- Precious Metal Buyers
- Copy Center, Private Mail Center,
- Other Business Support Services
- Collection Agency
- Restaurants, Cafeterias, Snack Bars &
- Catering
- Mobile Food Services
- Laundromat and Dry Cleaning
- Parking Lot and Parking Garage
- Licensed Massage Therapist
- Tattoo Parlor
- Adult Retail Establishment
- Animal Services
- Pet Cemetery
- Retail Courier and Package Delivery
- Commercial Amusements
- Country Club
- Outdoor Recreation
- Animal Production

4. **Board of Zoning Appeals (BZA).** The Zoning Administrator has determined that no variances are needed for the development of the property as proposed.

5. Surrounding Area. There have been several items requiring City Council approval in the immediate area:

- On February 22, 1979, Council approved the CUP petition of J.B. Forehand to allow a tire store at 1005 Sheffield Drive.
- On July 13, 1982, Council approved the CUP petition of Video Voyage, Inc. to operate a game room at 2110 Wards Road.
- On May 14, 1985, Council approved the rezoning petition of Dixie Bearings, Inc. to rezone 5604 Edgewood Avenue from R-2, Single-Family Residential District, to B-5C, General Business District (Conditional) to allow the construction and operation of a wholesale distribution center for industrial components with incidental retail sales.
- On November 11, 1986, Council approved the CUP of Autolease, Inc. to allow the use of an existing building and parking lot for automobile leasing at 2120 Wards Road.
- On August 10, 1993, Council approved the rezoning petition of John C. and Claiborne W. Harvey and Robert A. Conner to rezone 5400, 5414, 5416, 5502, 5508 Fort Avenue; 2009 Wards Road; 5600, 5602, 5604, 5605, 5609 Edinboro Avenue; and 5601 White Oak Drive from B-3, Community Business District and R-2, Single-Family Residential District to B-3C, Community Business District (Conditional) to allow for the construction and redevelopment of a shopping center.
- On August 10, 1993, Council approved the rezoning petition of Dixie Bearings, Inc. to rezone 5604 Edgewood Avenue from B-5C, General Business District (Conditional) to B-5C, General Business District (Conditional) to amend proffers and allow the construction of an addition to an existing warehouse.
- On May 12, 1998, Council approved the rezoning petition of ZP No. 20, LLC, to rezone 5605 Edinboro Avenue from B-3C, Community Business District (Conditional) to B-3C, Community Business District (Conditional) to amend proffers and allow the construction of a parking area.
- On December 11, 2001, Council approved the rezoning petition of Jose Rioseco to rezone 5604 Edgewood Avenue from B-5C, General Business District (Conditional) to B-3C, Community Business District (Conditional) to amend proffers and allow the operation of a floor covering sales and installation business in an existing building.
- On January 15, 2002, Council approved the rezoning petition of Carl and Ellen Sanders to rezone 310 and 312 Border Street from I-2, Light Industrial District to B-3, Community Business District (Conditional) to allow the operation of an ice cream parlor/restaurant.
- On April 9, 2002, Council approved the CUP petition of Watts Petroleum Corporation to allow a car wash at 2209 Wards Road.
- On April 8, 2008, Council approved the rezoning petition of the Lynchburg Chamber of Commerce to rezone 310 and 312 Border Street from B-3, Community Business District (Conditional) to B-3, Community Business District (Conditional) to allow the use of an existing building as an office.
- On April 9, 2013, Council approved the rezoning, CUP, and Future Land Use Map amendment petitions of GDG Lynchburg Hotel LLC, at 2900 Candler's Mountain Road & 5212 Woodall Road. The property was rezoned from I-2, Light Industrial District to B-3C, Community Business District (Conditional) to bring the existing hotel into compliance with zoning. The CUP was issued to allow development of 5212 Woodall Road into a one hundred fifty-six (156) unit apartment complex.

- On January 9, 2018, Council approved the rezoning petition of Sandpiper Hospitality V LLC to rezone 310 and 312 Border Street to eliminate proffers and allow the construction of a hotel and associated parking.
- On May 11, 2021, Council approved the Future Land Use Map amendment and rezoning petitions of R&P Kirkley LLC (Jimmy Ayers) at 2900 Candler's Mountain Road & 5212 Woodall Road. The property was rezoned from B-3C, Community Business District (Conditional) to B-3C, Community Business District (Conditional) to amend proffers and allow the existing building to be used as an age-restricted senior housing facility.
- On September 10, 2024, Council approved the rezoning petition of Beacon Credit Union to rezone 5114 & 5208 Woodall Road from I-2, Light Industrial District to B-5, General Business District to allow the construction of an office building and parking to be used as Corporate Headquarters.

6. **Site Description.** The property proposed for rezoning consists of approximately one and one hundred three thousandths (1.103) acres located at 5612 & 5616 Edgewood Avenue.

The property at 5612 Edgewood Avenue contains an existing one-story, wood frame, shingle roof, commercial building, constructed in 1985. The structure is approximately six thousand seven hundred ninety-six (6,796) square feet in size and is currently occupied by Perimeter Roofing and Exteriors. Approximately eight thousand nine hundred (8,900) square feet of paving also existed prior to the addition of a gravel lot.

The property at 5616 Edgewood Avenue contains an existing one and a half story, wood frame, vinyl siding, metal roof, single-family rental residence, constructed in 1944. The structure is approximately one thousand four hundred seventeen (1,417) square feet in size.

Over fifteen thousand (15,000) square feet of gravel has been added at the rear of the subject properties and on the adjacent railroad property to allow for additional parking and drive aisle. The petitioner has a lease with Norfolk Southern Railway Company for limited use of the railway property for this encroaching gravel lot.

The properties are bordered to the north by residential uses across Edgewood Avenue, to the east by commercial uses, to the south by Norfolk & Southern Railway property, and to the west by residential uses.

7. **Proposed Use of Property.** If the petition is approved, the existing buildings and parking areas would remain. According to the submitted narrative, both properties' use will remain the same as well. 5612 Edgewood Avenue is occupied by Perimeter Roofing and Exteriors and 5616 Edgewood Avenue is a rental residence. The continued use of the single-family residence has not been proffered at this time.

A site plan will be required to address the installation of the gravel lot and drive aisle and bring it into compliance with the Zoning Ordinance.

8. **Traffic, Parking and Public Transit.** A transportation analysis was not required by the City's Transportation Engineer. The previously approved proffers for 5612 Edgewood Avenue stated that "Employees and vendor parking will be restricted to the 16 spaces in the left side parking lot area." The property was solely served by that parking area until the addition of the gravel parking area at the rear and on the adjoining properties.

The site is not served directly by Greater Lynchburg Transit Company (GLTC). The closest bus stop is one-quarter (0.25) of a mile away on Wards Road, served by Route 4.

9. **Stormwater Management.** The site will be required to meet the Virginia Stormwater Management Program for both stormwater quality and quantity. The submitted concept plan does not indicate how this will be addressed. The submitted narrative indicates the developer is evaluating methods for achieving compliance and will address this at the site plan phase. Best Management Practices (BMPs) including dry swales, grass channels, level spreaders, and others are being considered to meet the requirements.
10. **Emergency Services:** The City Fire Marshal and Police Department had no comments of concern regarding the rezoning petition.
11. **Impact.** While the proposed use of the property at 5612 Edgewood Avenue does not agree with the Future Land Use Map recommendation of Low Density Residential, the property has been used commercially since 1985 when the existing structure was constructed. Perimeter Roofing and Exteriors has occupied the space since 2019. The continued use of the property, with the addition of the gravel parking lot, should have little to no negative impact on the surrounding area; however, Planning staff has concerns regarding the expansion of commercial zoning further into the existing residential neighborhood. Building, preserving, and strengthening neighborhoods is a goal that is repeated throughout the Comprehensive Plan, and the potential for further commercial development can alter the character and dynamic of a neighborhood.

The property at 5616 Edgewood Avenue has been a residence since 1944, when the existing structure was constructed. The continued use of the property as a rental residence would have no negative impact on the surrounding area and would provide a buffer between the commercial use and other residential uses in the area. The petitioner has submitted a voluntary proffer to limit the B-3, General Business District uses permitted on the properties, but the continued use of the structure as a residence has not been proffered at this time. If the rezoning is approved, the residence could transition (or the site could be redeveloped) to one of the by-right B-3, General Business District uses that is not proffered out. This would eliminate the buffer between the commercial site and neighboring residences.

12. **Technical Review Committee.** The Technical Review Committee (TRC) reviewed the petition on June 2, 2026. Compliance with the Zoning Ordinance, including buffering requirements and stormwater management, would be addressed at the site plan phase.

VI. PLANNING DIVISION RECOMMENDATION

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council the following actions on the petitions of Edgewood Commercial Properties LLC & Bentrige Properties LLC:

- Approval of the petition to rezone 5612 Edgewood Avenue from B-3, Community Business District and B-3C, Community Business District (Conditional) to B-3C, Community Business District (Conditional) subject to the voluntarily submitted proffer; and
- Denial of the petition to rezone 5616 Edgewood Avenue from R-2, Low-Medium Density Residential District and B-3C, Community Business District (Conditional) to B-3C, Community Business District (Conditional) subject to the voluntarily submitted proffer:

1. The Following B-3 permitted by-right uses are prohibited on these properties:

- Boarding House
- Rooming House
- Hotel, Motel, or Tourist Court
- Gasoline Service
- Light Auto Repair
- Heavy Auto Repair
- Furniture or Home Furnishings, Hardware, Home Center, Lawn and Garden Supplies, Department Store, Warehouse Club or Superstore, Electronics and Appliances
- Flea Markets and Thrift Stores
- Grocery Store, Supermarket, or Bakery, Convenience Store, Specialty Food Stores
- Beer, Wine, and Liquor Store
- Pawn Shops
- Short-Term Loans
- Precious Metal Buyers
- Copy Center, Private Mail Center, Other Business Support Services
- Collection Agency
- Restaurants, Cafeterias, Snack Bars & Catering
- Mobile Food Services
- Laundromat and Dry Cleaning
- Parking Lot and Parking Garage
- Licensed Massage Therapist
- Tattoo Parlor
- Adult Retail Establishment
- Animal Services
- Pet Cemetery
- Retail Courier and Package Delivery
- Commercial Amusements
- Country Club
- Outdoor Recreation
- Animal Production

This matter is respectfully offered for your consideration.



Rachel Frischeisen
City Planner

pc: Wynter Benda, City Manager
Greg Patrick, Deputy City Manager
Kent White, Assistant City Manager
Tom Martin, Director of Community Development
Matthew Freedman, City Attorney
J. Lee Newland, City Engineer
Cynthia Kozerow, Lynchburg Police Department
Candace Brown, Fire Marshal
Doug Saunders, Building Official
Kevin Henry, Zoning Administrator
Philip Pantana, Edgewood Commercial Properties LLC & Bentrige Properties LLC
Norman Walton, Jr., Perkins & Orrison, Inc.

VII. ATTACHMENTS

1. **Zoning Map with Adjoining Property Owners**
2. **Future Land Use Map**
3. **Watershed Map**
4. **Planimetric and Topographic Map**
5. **Concept Plan**
6. **Narrative**
7. **Property Photograph**

Zoning

5616 EDGEWOOD AVE

5612 EDGEWOOD AVE

TRC



PROPERTY INFORMATION

PARCEL ID

ADDRESS

16003025 5616 EDGEWOOD AVE 16003021

LEGEND

Subject Property

215 Foot Buffer

B-1	I-1	R-1
B-3	I-2	R-2
B-4	I-3	R-3
B-5	IN-1	R-4
R-C	IN-2	

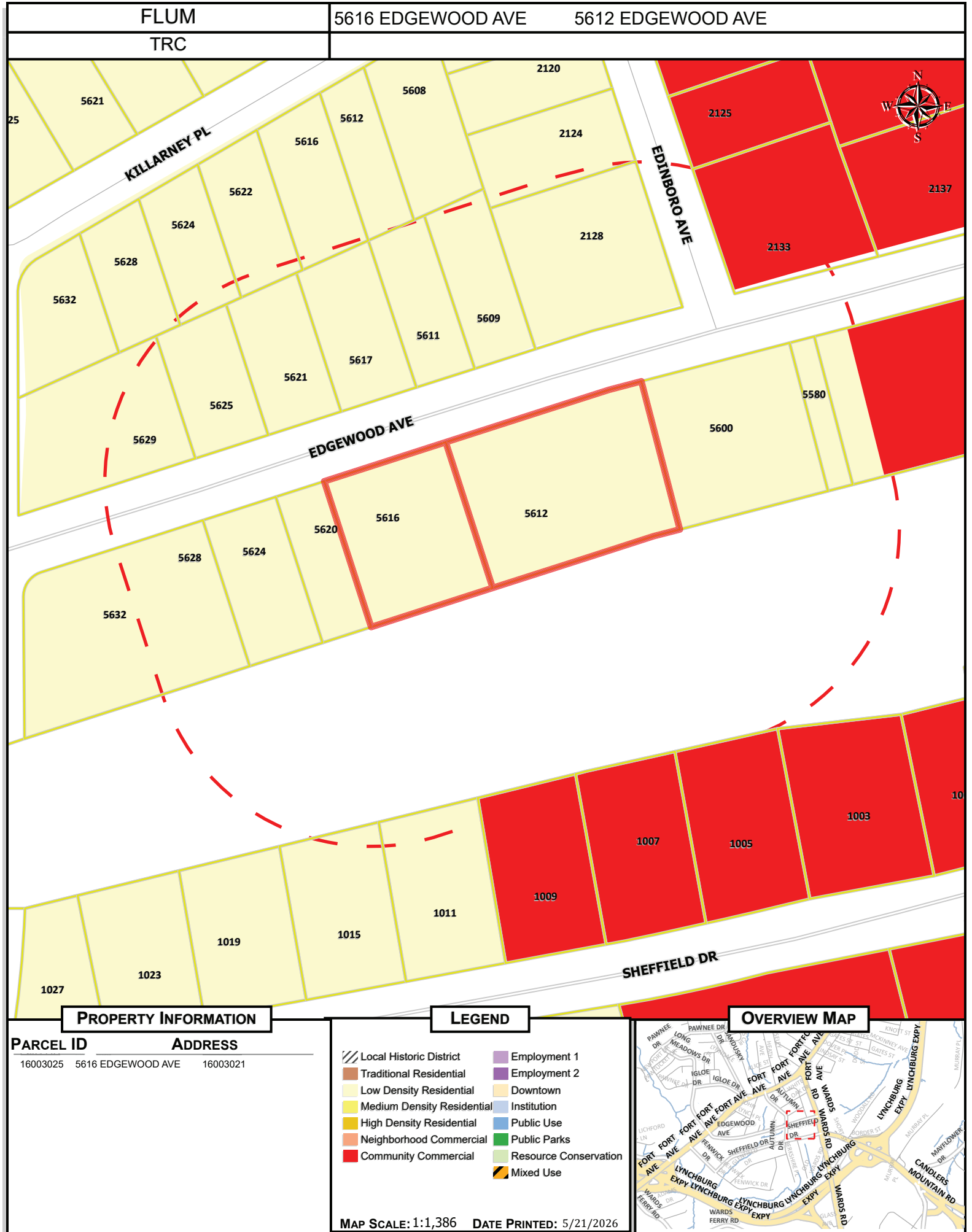
MAP SCALE: 1:1,386 DATE PRINTED: 5/21/2026

OVERVIEW MAP



5612 & 5616 Edgewood Avenue

Parcel ID	Address	Owner
16103007	1015 SHEFFIELD DR	HENDRICK, MARK E
16103008	1011 SHEFFIELD DR	WRIGHT, JOHN LEON & LINDA CLAY
16103009	1009 SHEFFIELD DR	KINZER, JOHN M JR & SANDRA W
16103013	1007 SHEFFIELD DR	WOOD, MICHAEL E & LINDA N
16103011	1005 SHEFFIELD DR	KRD ENTERPRISES LLC
16003030	5620 EDGEWOOD AVE	SCANLONG, JAMES F IV & CRYSTAL L
16003031	5624 EDGEWOOD AVE	CLARK, JACKSON DAVID & MAYS, JESSICA HILL
16003025	5616 EDGEWOOD AVE	BENTRIDGE PROPERTIES LLC
16003021	5612 EDGEWOOD AVE	EDGEWOOD COMMERCIAL PROPERTIES LLC
16003011	5600 EDGEWOOD AVE	DANIEL, LARRY R & JUDITH M CO-TRS
16003010	5580 EDGEWOOD AVE	SOVRAN BANK N A C/O BANK OF AMERICA NC1-001-03-81
16003001	2201 WARDS RD	SOVRAN BANK N A C/O BANK OF AMERICA NC1-001-03-81
11601002	1601 LIGGATES RD	NORFOLK & SOUTHERN RAILWAY
16004029	5629 EDGEWOOD AVE	WATTS, DEBRA H
16004026	5625 EDGEWOOD AVE	SIMONTON RENTAL PROPERTIES LLC
16004023	5621 EDGEWOOD AVE	STOLL, THOMAS G JR
16004020	5617 EDGEWOOD AVE	CARWILE, JOHN RUCKER & PARKER, BRENDA CARWILE
16004018	5611 EDGEWOOD AVE	DALTON HOMES LLC
16004049	5628 KILLARNEY PL	CYRUS, ROBERT F & JULIA G
16004015	5609 EDGEWOOD AVE	MOORE, JOSHUA MICHAEL & RACHEL
16004046	5624 KILLARNEY PL	HUDSON, DANIEL J & NANCY H C/O DENNIS HIGHT
16004009	2128 EDINBORO AVE	WILLIAMS, ARTHUR N
16004044	5622 KILLARNEY PL	BEELER PROPERTIES 5 LLC
16004041	5616 KILLARNEY PL	COOKS, GESSIAH
16004006	2124 EDINBORO AVE	MURRELL, LISA R
16004039	5612 KILLARNEY PL	PREMIER INVESTMENTS GROUP LLC
16002056	2133 EDINBORO AVE	CORDOVA, MARIA L & LOPEZ, ANTHONY & LOPEZ, ALONZO B
16002053	2125 EDINBORO AVE	MADI & RAE LLC
16003037	5632 EDGEWOOD AVE	MCLANE, CURTIS S



Watershed

5616 EDGEWOOD AVE

5612 EDGEWOOD AVE

TRC



PROPERTY INFORMATION

PARCEL ID

ADDRESS

16003025 5616 EDGEWOOD AVE 16003021

LEGEND

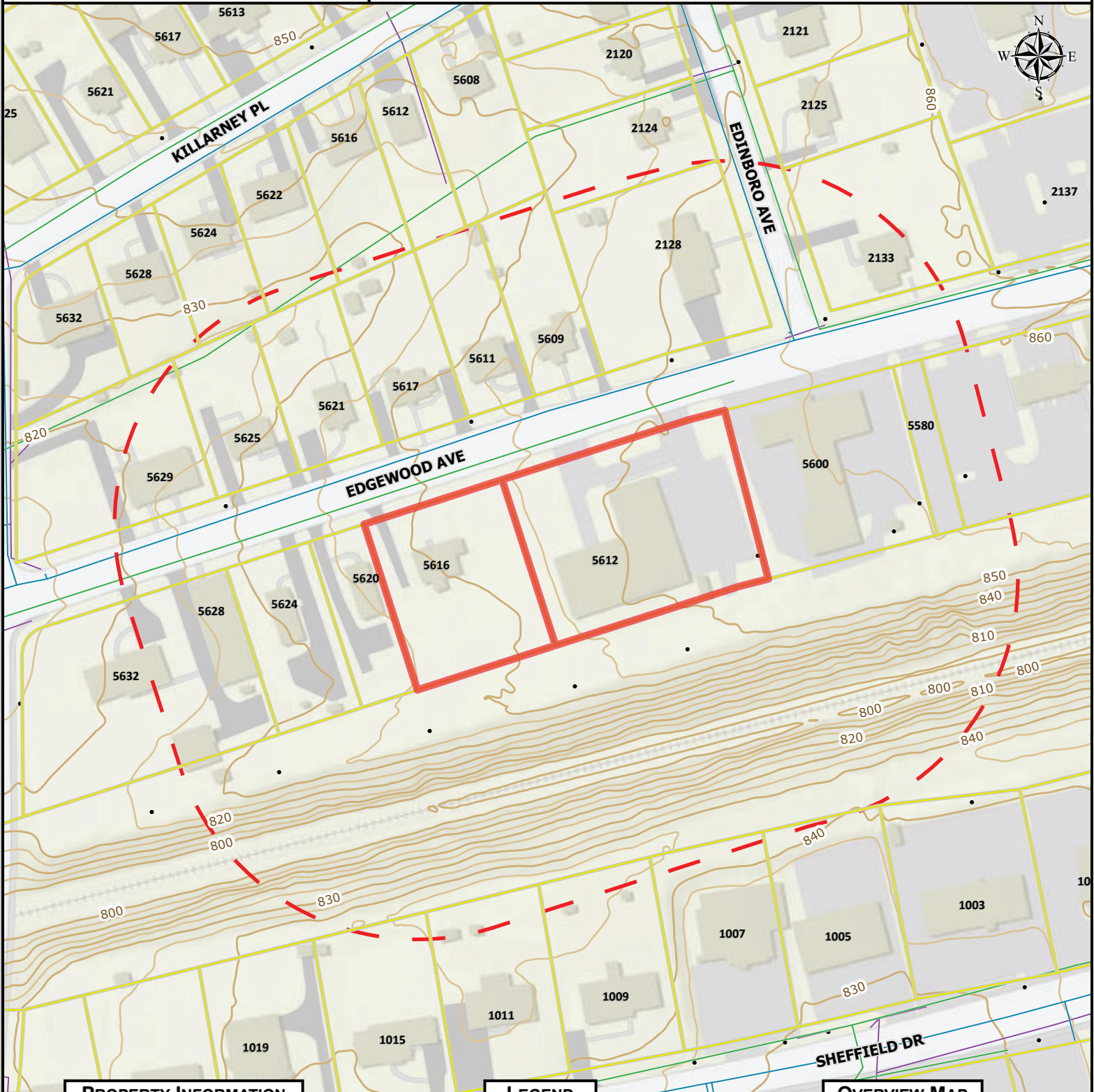
- Subject Property
- Base Flood Elevation
- Floodway
- Floodzone
- River / Lake / Stream

MAP SCALE: 1:1,386 DATE PRINTED: 5/21/2026

OVERVIEW MAP



TRC



PROPERTY INFORMATION

PARCEL ID

ADDRESS

16003025 5616 EDGEWOOD AVE 16003021

LEGEND

	Active	Proposed	Abandoned
Utilities			
Water			
Sanitary			
Storm			
	Paved	Unpaved	Other
Planimetrics			
Structure			
Roadway			
Parking			
Sidewalk			
Driveway			
Topography			
Contour			

MAP SCALE: 1:1,386

DATE PRINTED: 5/21/2026

OVERVIEW MAP



NOTES:

OWNER/DEVELOPER: PERIMETER ROOFING AND EXTERIORS
 ADDRESS: 5612 EDGEWOOD AVE 5616 EDGEWOOD AVE

PID: 16003021 16003025
 DOC#: 190001806 230001369
 ACREAGE: 0.677 0.4304

EXISTING ZONING: B-3C R-2
 PROPOSED ZONING: B-3C B-3C
 EXISTING USE: COMMERCIAL RETAIL RESIDENTIAL
 PROPOSED USE: COMMERCIAL COMMERCIAL
 OVERFLOW PARKING

- WATER SERVICE: PUBLIC WATER
- SANITARY SERVICE: PUBLIC SEWER

- SETBACKS/LOT REQUIREMENTS FOR B-3C:
 FRONT YARD: NONE
 SIDE YARD, INTERIOR: NONE
 SIDE YARD, EXTERIOR: NONE
 REAR YARD: NONE
 MAXIMUM BUILDING HEIGHT: 40'
 MINIMUM LOT WIDTH AT FRONT PROPERTY LINE: NONE
 MINIMUM LOT AREA: NONE
- BOUNDARY INFORMATION TAKEN FROM CITY GIS
 TOPOGRAPHY BASED UPON AVAILABLE INFORMATION.
- PROPERTY DOES NOT LIE IN THE 100-YEAR FLOODPLAIN (UNSHADED ZONE X). THE SITE IS IN THE FLOOD PLAIN UNSHADED "X" PER THE FIRM PANEL #5100930106D DATED 06/03/2008.
- EMAIL LIST
 NNWALTON@PERKINS-ORRISON.COM

ADJACENT PROPERTY OWNERS:

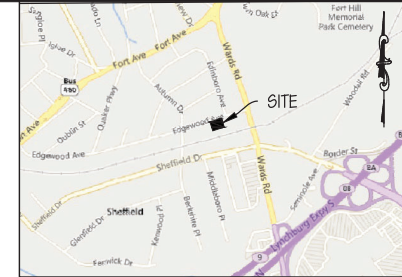
① PID: 16003030
 SCANLONG, JAMES F IV
 & CRYSTAL L
 5620 EDGEWOOD AVE
 DOC#: 250008171
 ZONING = R-3
 USE: RESIDENTIAL

REZONING

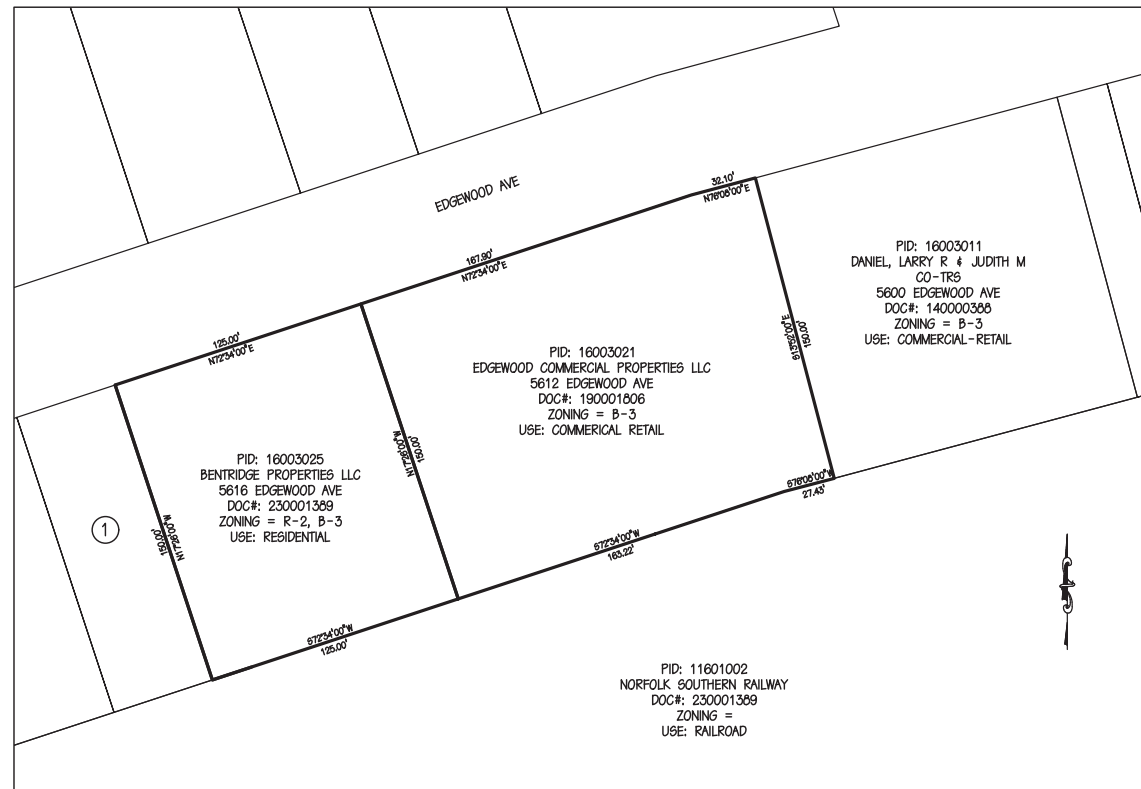
5612 & 5616

EDGEWOOD AVE

CITY OF LYNCHBURG, VIRGINIA



VICINITY MAP - 1"=2000'



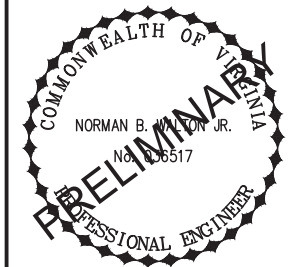
SHEET INDEX:

SHEET	SHEET NO.	SHEET TITLE
C-100	1 OF 2	COVER SHEET
C-101	2 OF 2	SITE LAYOUT AND LANDSCAPE PLAN



PO BOX 1567 17 W. NELSON STREET
 LEXINGTON, VIRGINIA 24450
 PHONE: 540-464-9001 FAX: 540-464-5009
 EMAIL: PNO@PERKINS-ORRISON.COM

317 BROOK PARK PL
 FOREST, VIRGINIA 24551
 PHONE: 434-525-5985 FAX: 434-525-5986



JOB:

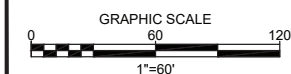
5612 EDGEWOOD AVE
 5616 EDGEWOOD AVE
 REZONING PLAN
 LYNCHBURG, VA

CLIENT:

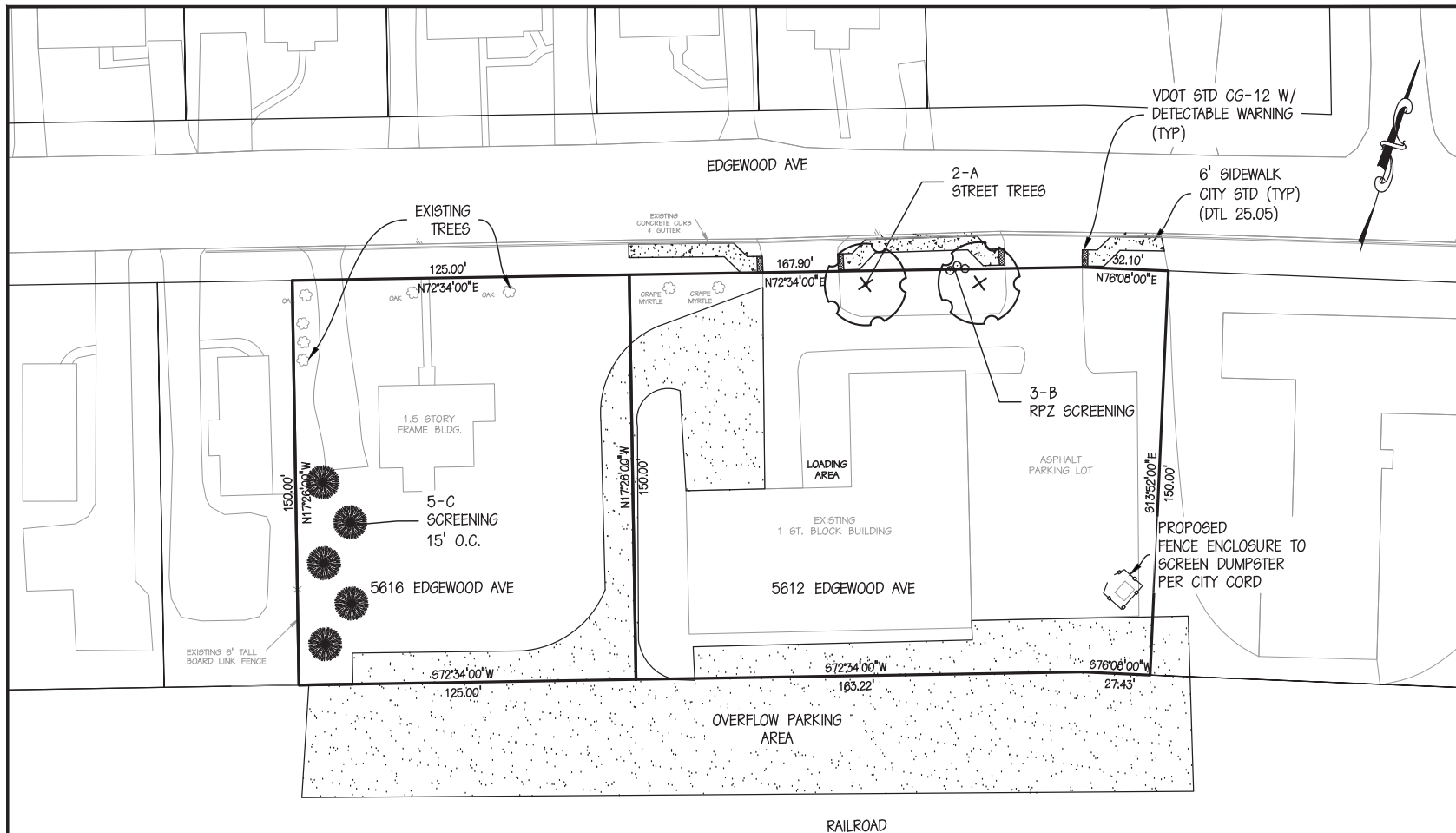
PERIMETER ROOFING
 AND EXTERIORS

MARK	DATE	DESCRIPTION
1	06/15/26	PER COMMENTS
ISSUE: 05/26/26		
CONTOUR INTERVAL: 2'		
DRAWN BY: KAD		
CHECKED BY: NBW		

COVER SHEET



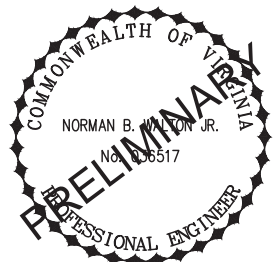
JOB NO 22124 SHEET NO 1 of 2



PERKINS & ORRISON
ENGINEERS ■ PLANNERS ■ SURVEYORS

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LEXINGTON, VIRGINIA 24450
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EMAIL: PNO@PERKINS-ORRISON.COM

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FOREST, VIRGINIA 24551
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JOB:

**5612 EDGEWOOD AVE
5616 EDGEWOOD AVE
REZONING PLAN
LYNCHBURG, VA**

CLIENT:

**PERIMETER ROOFING
AND EXTERIORS**

1	06/15/26	PER COMMENTS
MARK	DATE	DESCRIPTION
ISSUE: 05/26/26		
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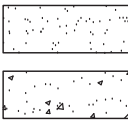
**SITE LAYOUT AND
LANDSCAPE PLAN**

GRAPHIC SCALE

0 40 80
1"=40'

JOB NO 22124 SHEET NO 2 of 2

LEGEND



GRAVEL

CONCRETE

STREET TREES: SEC. 35.2-63.6

ONE (1) SHADE TREE FOR EACH 40 FEET OF STREET FRONTAGE.
WHERE OVERHEAD UTILITY LINES PROHIBIT THE PLANTING OF SHADE TREES,
ONE (1) ORNAMENTAL TREE FOR EACH 20 FEET OF STREET FRONTAGE.
TREES SHALL NOT BE PLANTED WITHIN THE PUBLIC RIGHT-OF-WAY OR WITHIN
ANY UTILITY EASEMENTS UNLESS OTHERWISE APPROVED BY THE CITY.

EDGEWOOD AVE - 260 LF FRONTAGE / 40 = 7 TREES REQUIRED
5 EXISTING TREES
2 PROPOSED TREES PROVIDED
TOTAL 7 TREES PROVIDED

UTILITY SCREENING: SEC. 35.2-63.9

REDUCED PRESSURE ZONE (RPZ) SCREENING: 3 MEDIUM SHRUBS PROVIDED

LANDSCAPE LEGEND

	SYM	QUANTITY	BOTANIC NAME	COMMON NAME	PLANTING SIZE	REMARKS	CANOPY	TOTAL CANOPY
A	☉	2	PISTACIA CHINENSIS	CHINESE PISTACHE	1 1/2" CAL. MIN	SHADE TREE	707 SF	1,414 SF
B	☉	3	ILEX GLABRA 'SHAMROCK'	SHAMROCK INK-BERRY HOLLY	3 GAL, 2' MIN HT.	MED SHRUB		
C	●	5	THUJA x 'GREEN GANT'	GREEN GANT ARBORVITAE	CONT. OR B+B, 4' MIN HT.	EVERGREEN		



pno@perkins-orrison.com

June 15, 2026

Rachel Frischeisen
City Planner
City of Lynchburg, Dept. of Community Development
900 Church Street
Lynchburg, VA 24504

RE: Rezoning Narrative
5612 & 5616 Edgewood Ave, Lynchburg

Dear Mrs. Frischeisen,

This request is submitted on behalf of Edgewood Commercial Properties, LLC (the “Developer”). The Developer requests rezoning of the subject property to remove proffers associated with a previous rezoning that are no longer applicable; add proffers to assure the properties are neighborhood friendly uses in the future; and make the properties compliant with the zoning ordinance based on recently completed construction.

The property is currently occupied by Perimeter Roofing and Exteriors on 5612 Edgewood Avenue and a residence (rental) as the primary use on 5616 Edgewood Avenue.

Proffers for the development are provided in a separate letter.

The owner intends for the house at 5616 Edgewood Avenue to remain a rental residence. There are no plans to convert the house to any business use. Portions of the existing access drives and graveled parking area have extended onto this parcel. The access aisle portion of the property was previously zoned B-3, as the property was formerly dual-zoned.

The graveled area located on the railroad property is permitted under a lease agreement with Norfolk Southern, signed by Norfolk Southern on April 14, 2026. A copy of that agreement is included with the application package.

We are evaluating methods for achieving stormwater management compliance on this property. Several BMPs are being considered including dry swales, grass channels, level spreaders, and other BMPs. Once the rezoning is complete, a site plan will be submitted to address stormwater management compliance with City Ordinances and State Code. I believe that this may be an iterative design with consultation with the City in order to assure conformance with codes, but also an appropriate and compliant approach with long-term stormwater maintenance, in conformance with the City’s stormwater maintenance agreement documentation.

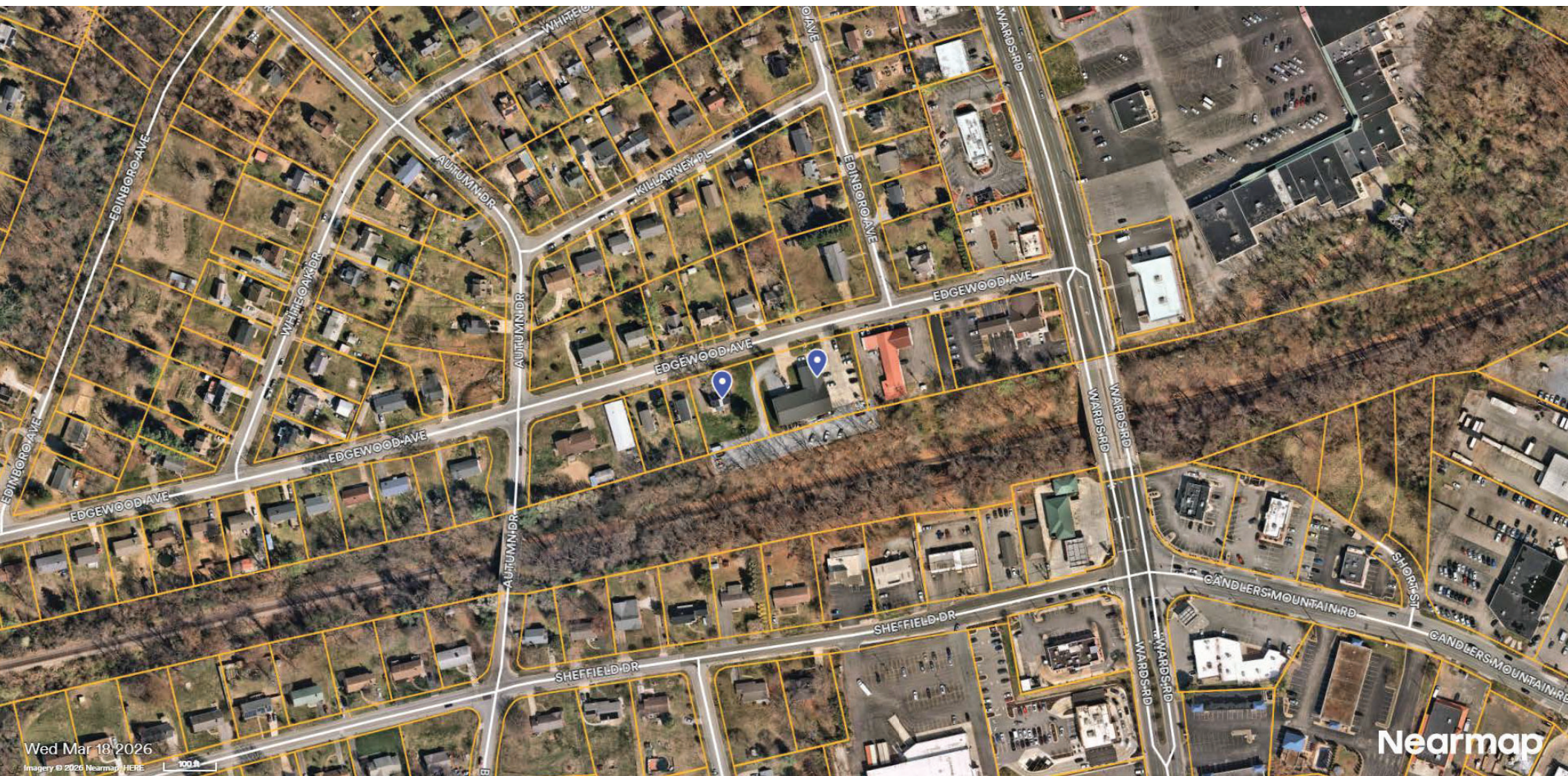
The subsequent site plan will also address other aspects of the zoning ordinance that need to be addressed such as sidewalks, buffering, landscaping, etc.

Should you have any questions or need additional information regarding this submission, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "N. Walton, Jr.", written in a cursive style.

Norman B. Walton, Jr., P. E.
Perkins & Orrison, Inc.



**Rezoning
5612 & 5616 Edgewood Avenue
July 8, 2026**

PLEASE PRINT CLEARLY

NAME	ADDRESS	PHONE	IN FAVOR	IN OPPOSITION	NEUTRAL
<i>Norm Wilson</i>					
<i>John Cornish</i>					
<i>Philip Paulson</i>					

AGENDA ITEM SUMMARY**MEETING DATE**

August 25, 2026

PRESENTED BY

Rachel Frischeisen, City Planner

AGENDA ITEM # III.3

802 Court Street - Rezoning - Gilliam House Condominiums

RECOMMENDATION

This item will appear for City Council vote on the September 8, 2026, Public Hearing agenda. Approval of the rezoning petition.

SUMMARY

Kurt Schulz of Adama Faroh, LLC is petitioning to rezone approximately one hundred sixty-seven thousandths (0.167) of an acre located at 802 Court Street from B-1, Limited Business District to B-4, Urban Commercial District to allow a condominium containing four (4) residential units.

Multi-household structures are a by-right use in the B-4, Urban Commercial District. The City's *Comprehensive Plan 2013-2030*, Future Land Use Map (FLUM) recommends a Downtown use for the subject property. Both on-street and off-street parking would be available to residents. The property is located within the Court House Hill Historic District and reuse of an existing structure should have limited impact on the surrounding area.

PRIOR ACTION(S)

August 12, 2026: The Planning Commission recommended approval (5-1, with 1 absent: Cox) of the rezoning petition.

August 12, 2026: The Planning Division recommended approval of the rezoning petition.

FISCAL IMPACT

N/A

CONTACT(S)

Rachel Frischeisen, City Planner

ATTACHMENT(S)

1. Presentation
2. Planning Commission Minutes, Report, and Attachments

REVIEWED BY



William Martin, Community Development Director

Date: August 17, 2026



Kent White, Assistant City Manager

Date: August 17, 2026



Alicia Finney-Andrews, Clerk of Council

Date: August 20, 2026

802 COURT STREET REZONING

Tuesday, August 25, 2026



PURPOSE & ACTION

Purpose:

Petition of Adama Faroh, LLC to rezone approximately one hundred sixty-seven thousandths (0.167) of an acre located at 802 Court Street from B-1, Limited Business District to B-4, Urban Commercial District to allow a condominium containing four (4) residential units.

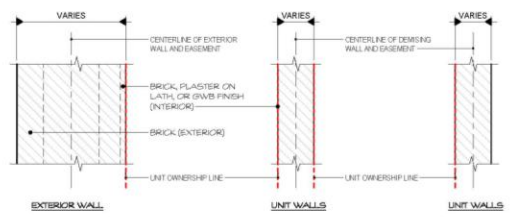
Recommendation:

The Planning Commission recommended approval (5-1, with 1 absent) of the petition.

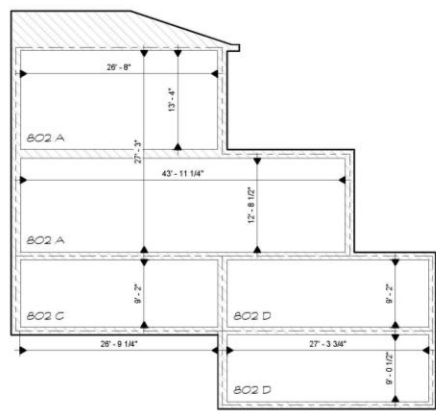
Action:

A City Council public hearing will be held on September 8, 2026.





WALL DETAILS

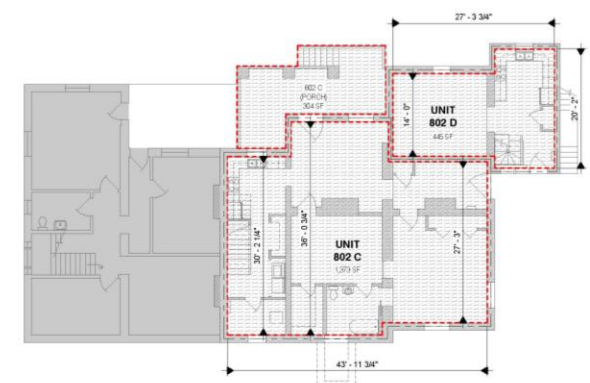
$$1\frac{1}{2}' = 1'-0"$$


SECTION A-A

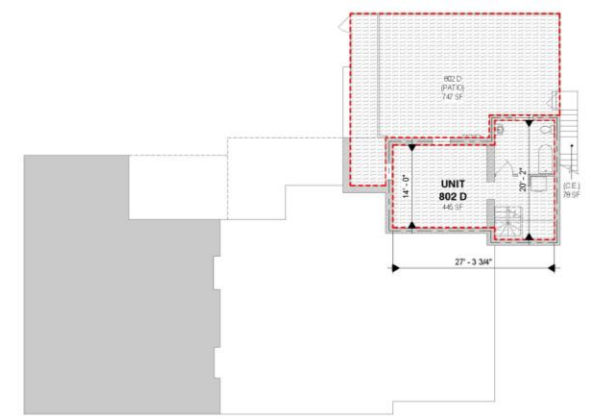
$$V\delta = 1.0$$

AREA TABULATIONS	
SUB-BASEMENT	
PRIVATE AREA	1,192 SF
LIMITED COMMON AREA	103 SF
COMMON AREA	78 SF
BASEMENT	
PRIVATE AREA	2,122 SF
LIMITED COMMON AREA	278 SF
COMMON AREA	- SF
FIRST FLOOR	
PRIVATE AREA	1,581 SF
LIMITED COMMON AREA	16 SF
COMMON AREA	307 SF
SECOND FLOOR	
PRIVATE AREA	1,217 SF
LIMITED COMMON AREA	167 SF
COMMON AREA	- SF

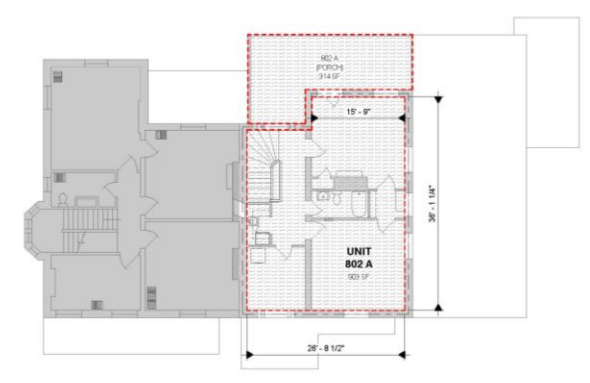
COMBINED TOTAL	
PRIVATE AREA	6,912 SF
LIMITED COMMON AREA	658 SF
COMMON AREA	285 SF



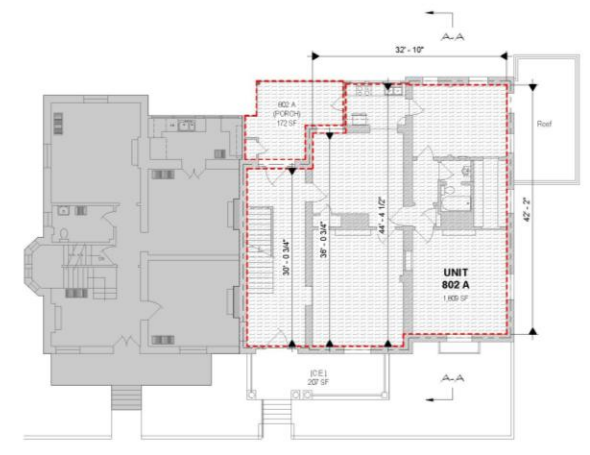
BASEMENT

$$T = 10^{-5}$$


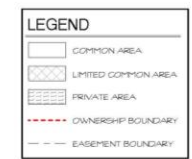
SUB-BASEMENT

$$T = 10.0'$$


SECOND FLOOR

$$\frac{1}{10^{-5}}$$


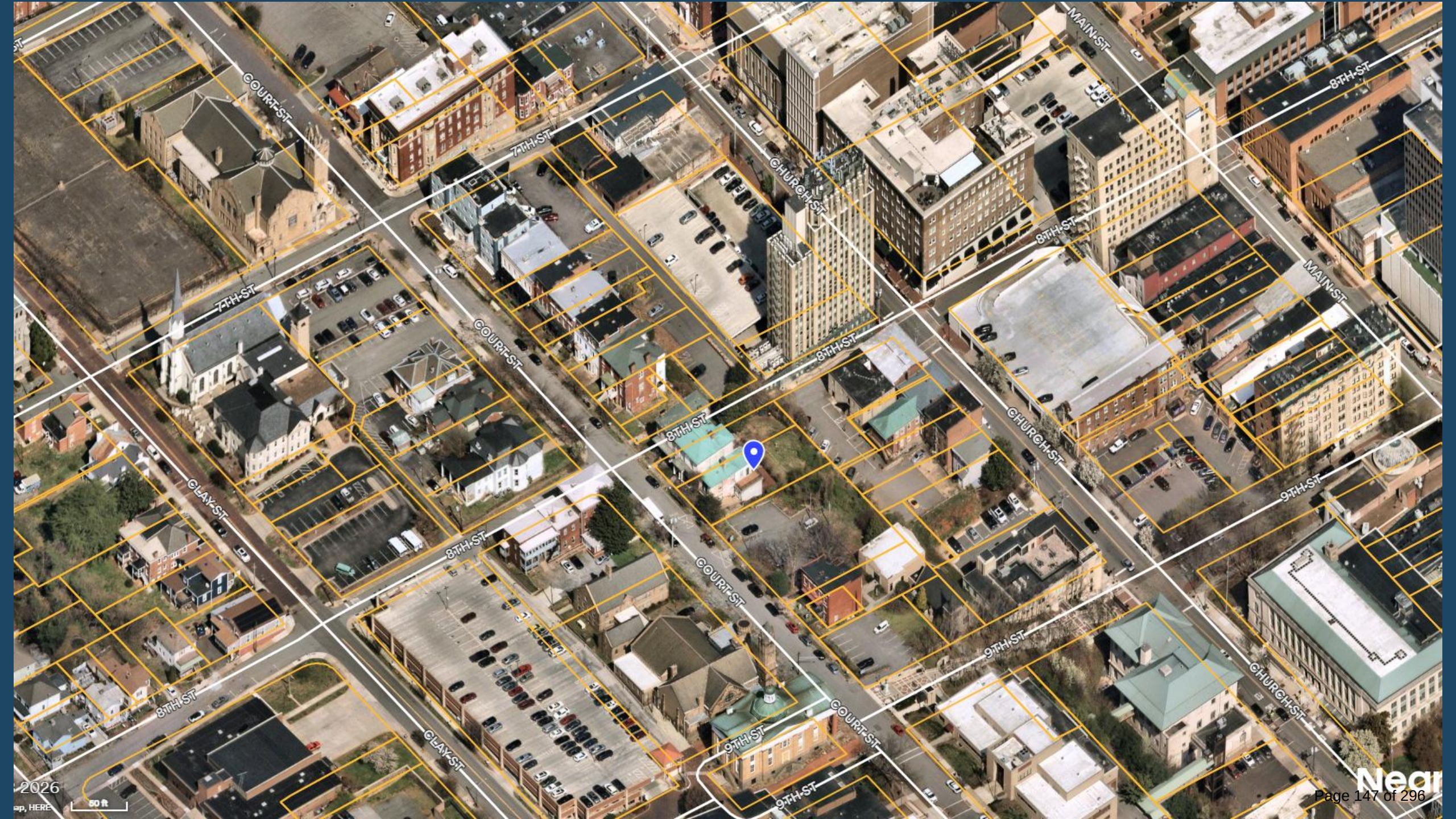
FIRST FLOOR

$$\frac{\mu_{\text{HCl}}}{T = 10^{-3}}$$


NOTES

- UNIT DIMENSIONS SHOWN HEREON ARE TO THE OWNERSHIP LINES OF EACH UNIT
- (L.C.E) LIMITED COMMON ELEMENTS AS DEFINED WITHIN THE DECLARATION OF CONDOMINIUM
- (C.C.E) COMMON ELEMENTS AS DEFINED WITHIN THE DECLARATION OF CONDOMINIUM





MINUTES OF THE AUGUST 12, 2026, PLANNING COMMISSION MEETING (MINUTES HAVE NOT BEEN APPROVED):

Petition of Adama Faroh, LLC to rezone approximately one hundred sixty-seven thousandths (0.167) of an acre located at 802 Court Street from B-1, Limited Business District to B-4, Urban Commercial District to allow a condominium containing four (4) residential units.

Ms. Eve Mergenthaler, Senior Planner, provided the following summary to the Commission. Kurt Schulz of Adama Faroh, LLC is petitioning to rezone 802 Court Street from B-1, Limited Business District to B-4, Urban Commercial District to allow for a condominium containing four (4) residential units. The Future Land Use Map recommends a Downtown use for the subject property. These areas contain a mix of retail, entertainment, restaurant, office, employment, residential, public, park, and institutional uses and demolition of historic buildings is inappropriate. The subject property was part of the original city limits established in 1786. The existing B-1, Limited Business District zoning was established in 1978. The subject property consists of approximately one hundred sixty-seven thousandths (0.167) of an acre and contains a three-story, historic structure constructed in 1860. The structure currently contains two (2) residential units and one (1) commercial unit and is approximately five thousand nine hundred fifty-three (5,953) square feet in size. The property is surrounded on all sides by a mix of residential uses, commercial uses, and parking, as is consistent with the Downtown area. If the petition is approved, the existing structure would be converted into four (4) residential units as part of a condominium. There would be interior modifications made, but no new buildings, additions, or parking areas are proposed for the site. The B-4 district does not have a parking requirement, but the petitioner has indicated that off-street parking will be provided through parking permits for the Clay Street parking deck. On-street parking is also available along Court Street. The proposed multi-household structure consisting of four (4) units is a by-right use in the B-4, Urban Commercial District and would agree with the current FLUM designation. The rezoning would also facilitate the continued use of a historic structure without compromising its character. Rezoning the property to B-4 and its use as four (4) residential units should have limited impact on the surrounding area. The Technical Review Committee (TRC) reviewed the petition on June 16, 2026. Comments were minor in nature. The Planning Division recommends approval of the petition.

Chair Rogers asked if there was anyone present to speak on behalf of the petition.

Mr. Mark Burgin of PLDR Law was present to represent the petition. He explained that the only interior renovation would be the installation of a single door that would divide the existing commercial unit into two residential units. The building already has separate plumbing for each unit to accommodate this change.

Chair Rogers asked if there was anyone present to speak in favor of the petition.

Chair Rogers asked if there was anyone present to speak in opposition to the petition.

Ms. Hope McRorie, representing the group, We the People, stated that she owns a building on Court Street and has concerns regarding the petition: the surrounding area lacks parking; the proposed use would increase traffic on the street, where there are already issues with visibility and driver behavior; and the corporate ownership seems to be ambiguous. She added that if one of the units were to be rented for business use rather than residential use, then it would result in an increase of people and traffic in this otherwise quiet area, noting that downtown traffic is already heavy and fast. She concluded that more consideration should be given to area residents and expressed concern over the pace of change in the last two decades.

Chair Rogers offered the petitioner a chance for a rebuttal.

Mr. Burgin responded that the owner of the property had stated in the petition that parking permits for the Clay Street Parking Deck would be provided for future residents of these condos. On-street parking in the area is limited to two (2) hours. The condos would not result in any additional influx of on-street parking. The corporation that owns the property has a sole owner, Kurt Schultz; he has been the owner

of the property for several years. He elaborated that Mr. Schultz was very familiar with the Lynchburg area and has maintained the historical nature of the home.

Chair Rogers asked the petitioner to clarify if Adama Faroh, LLC was the name of Mr. Schultz's business.

Mr. Burgin explained that Mr. Schultz had set up a Limited Liability Company (LLC) for ownership of the property, which is a common practice with real estate purchases.

With there being no other members of the public who wished to speak on the petition, Chair Rogers closed the public hearing.

Commissioner Henderson commented that the petitioner has renovated and preserved historical commercial buildings in the downtown area of Lynchburg for many years.

Commissioner Woodson asked Mr. Burgin a series of questions regarding the timeline for renovation, the number of bedrooms in each condominium, the selling price, and the impact on tax revenue for the city.

Mr. Burgin replied that the only renovation taking place would be the installation of an interior door to separate the existing commercial space into two units. The condos would all be one-bedroom units. The owner plans to rent out the condominiums for the next three (3) years, after which time he will reassess and may decide to sell them. He could not speak about any future economic impact.

Commissioner Gammon said that in 2010 Adama Faroh, LLC received a Conditional Use Permit for this building to be converted into apartments and commercial use. He asked if the building was ever used for that purpose.

Mr. Burgin replied that the current use of the property is for two (2) residential units and one commercial unit.

Commissioner Gammon asked if the condos would be sold individually.

Mr. Burgin reiterated that the condos would be rented out for three (3) years, and upon further financial assessment after those three (3) years, the condos could potentially be sold. If the units were sold, then the purchaser would become a part of a condominium association.

Commissioner Gammon asked if the current owner had already set up a condominium association.

Mr. Burgin replied that under Virginia Statutes that could not be done until there are four units. The rezoning petition would need to be approved before the owner could start that process.

Commissioner Gammon said that dividing this property as condominium units was a smart choice for the petitioner as compared to apartments.

Chair Rogers said he had no issues with this petition. It was good to see these properties continue to be well used.

Commissioner Henderson agreed with Chair Rogers and made a motion for approval.

Commissioner Amy said he was not in favor of the petition. He stated that the petition was incomplete and inaccurate. The property is currently listed for sale, with the listing stating that there are four units set up as short term rentals through Airbnb.

Commissioner Gammon responded that the property use aligns with the previously approved conditional use permit and concluded that the petitioner is most likely unable to sell the property and is

petitioning to do the next best thing.

Commissioner Amy asked if the petitioner would need to subdivide the parcel to accommodate the condominiums.

Commissioner Gammon replied no. He explained that with a condominium, a unit owner only owns the space between the walls of the unit. The rest of the property would be shared space. They would not need to complete a subdivision.

Chair Rogers said that the commission would not be able to use the listing as a finding of fact when considering this petition. They do not know whether the listing is accurate. He commented that the building has had businesses operating there before.

Commissioner Amy expressed concern that the property use may not comply with city code 35.2-71.16 for short term rentals, which states, "the maximum number of occupants in a dwelling unit offered for short-term rentals shall not exceed four unrelated individuals."

Commissioner Gammon replied that a condominium has a different definition. He asked Mr. Burgin to elaborate on the difference.

Mr. Burgin explained that condominiums function as separate real estate properties from each other. They would be divided by common walls and would have common spaces maintained by the condominium association. He explained that he had not been aware of the listing of the property and stated that the property was not currently being used for short-term rentals. The intention of the petition is to rent out the condos, not use them for short-term rentals. If the condos were to be sold in the future, then each purchaser/owner of a condo would fall under a separate four (4) person unrelated requirement.

Commissioner Amy asked why the property was actively for sale.

Mr. Burgin explained that he could not speak on that matter as he had been unaware that the property had been listed for sale.

Chair Rogers commented that the commission would not be able to base their recommendation on whether a property was being sold.

Ms. Rachel Frischeisen, City Planner, stated that it was not uncommon for the commission to consider a petition with the property being actively for sale or under contract. The owner of a property should not be a factor in decisions made on the land use of a property. The commission should be considering the uses proposed by the petition, the surrounding zoning pattern, and the other zoning actions taken in the area.

Commissioner Amy said that the listing has four (4) units being advertised. It seems that this property has already been converted to four (4) units.

Commissioner Gammon responded that the owner is making these units into condos to gain flexibility to potentially sell the condos. It did not seem like anything nefarious was happening with this petition.

Chair Rogers asked Ms. Frischeisen if a potential owner could apply for a rezoning petition.

Ms. Frischeisen replied yes, a contract purchaser could apply for rezoning.

Chair Rogers said he understood Commissioner Amy's concerns, but they are not relevant to the land use decision.

Commissioner Henderson's previous motion for approval was seconded by Commissioner Perault, and approved by the following vote:

"Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the rezoning request of Adama Faroh, LLC to rezone approximately one hundred sixty-seven thousandths (0.167) of an acre located at 802 Court Street from B-1, Limited Business District to B-4, Urban Commercial District."

AYES: Gammon, Henderson, Perault, Rogers, Woodson	5
NOES: Amy	1
ABSTENTIONS:	0
ABSENT: Cox	1

The Department of Community Development

City Hall, Lynchburg, VA 24504 **434-455-3900**

To: Planning Commission
From: Planning Division
Date: August 12, 2026
Re: **Rezoning – B-1, Limited Business District to B-4, Urban Commercial District – 802 Court Street**

I. PETITIONER

Kurt C. Schulz of Adama Faroh, LLC, 2501 Calvert St NW, #804, Washington, DC 20008
Representative: Mark A. Burgin of PLDR Law, PC, 925 Main St, Ste 300, Lynchburg, Virginia 24504
Property Owner:
Same as Petitioner

II. LOCATION

The area proposed for rezoning contains approximately one hundred sixty-seven thousandths (0.167) of an acre located at 802 Court Street.

III. PURPOSE

The purpose of the rezoning is to allow a condominium containing four (4) residential units.

IV. SUMMARY

- Multi-household structures are a by-right use in the B-4, Urban Commercial District.
- The City's *Comprehensive Plan 2013-2030, Future Land Use Map (FLUM)* recommends a Downtown use for the subject property.
- The property is located within the Court House Hill Historic District and reuse of an existing structure should have limited impact on the surrounding area.

The Planning Division recommends approval of the rezoning petition.

V. FINDINGS OF FACT

1. **Comprehensive Plan.** The *Comprehensive Plan 2013-2030 Future Land Use Map (FLUM)* recommends a Downtown use for the subject property. Downtown is governed by the policies and recommendations of the *Downtown 2040 Master Plan*, which is incorporated into the Comprehensive Plan by reference. Downtown is the central commercial core of the City and appropriately contains a mix of retail, entertainment, restaurant, office, employment, residential, public, park, and institutional uses. The area should retain its urban character. Demolition of historic buildings and erection of suburban style, low-density/intensity development is inappropriate. (p.76)
2. **Zoning.** The subject property was part of the original city limits established in 1786. The existing B-1, Limited Business District Zoning was established in 1978.
3. **Proffers:** The petitioner is not proposing proffers as part of the petition.
4. **Board of Zoning Appeals (BZA).** The Zoning Administrator has determined that no variances are needed for the development of the property as proposed.

- 5. Surrounding Area.** There have been several items requiring City Council approval in the immediate area:
- On February 10, 1987, City Council approved the conditional use permit (CUP) petition of Holy Cross Catholic Church to allow the construction of building and parking lot additions at 710-720 Clay Street.
 - On June 14, 1994, City Council approved the petition of Joseph and Brenda Sanzone to rezone 707 Clay Street from R-2, Low-Medium Density Residential District to B-1C, Limited Commercial District (Conditional) to allow use of the property as a law office.
 - On June 13, 1995, City Council approved the CUP petition of Holy Cross Catholic Church to allow the construction of a three-story multi-purpose addition at 710 Clay Street.
 - On July 11, 2000, City Council approved the CUP petition of Central Virginia Community Services to allow a substance abuse center at 620 Court Street.
 - On May 22, 2001, City Council adopted the *Downtown & Riverfront Master Plan 2000*.
 - On August 9, 2005, City Council approved the CUP petition of Lynchburg Daily Bread to allow the construction of an addition for food preparation and storage at 721 Clay Street.
 - On January 12, 2010, City Council approved the CUP petition of Adama Faroh, LLC to allow apartment and office uses at 802 Court Street.
 - On July 12, 2011, City Council approved the CUP petition of KLM Properties, Inc. to allow two (2) residential units in addition to the existing office use at 616 Court Street.
 - On January 10, 2012, City Council approved the CUP petition of Historic Diamond Hill, LLC to allow apartment units at 721 Court Street.
 - On February 23, 2016, City Council adopted the current Zoning Ordinance which combined the B-6, Riverfront/Downtown District with the B-4, Urban Commercial District.
 - On November 13, 2018, City Council adopted the *Downtown 2040 Master Plan*.
 - On April 9, 2019, City Council approved the petition of Anna Chytla, Willoughby Properties II, LLC to rezone 1000 Court Street and 210 10th Street from B-1, Limited Business District to B-4C, Urban Commercial District (Conditional) to allow seven (7) apartment units.
 - On October 13, 2020, City Council approved the petition of Edgar J. T. Perrow, Jr. and Nathaniel F. Perrow to rezone 708, 710, and 712 Court Street from B-1, Limited Business District to B-4, Urban Commercial District to allow the use of the property for residential and office uses.
- 6. Site Description.** The subject property at 802 Court Street consists of approximately one hundred sixty-seven thousandths (0.167) of an acre. It is located in the Court House Hill Historic District and contains a historic structure that was constructed in 1860. The structure is approximately five thousand nine hundred fifty-three (5,953) square feet, three-stories, with a wood frame and currently contains two (2) residential units and one (1) commercial unit.
- The property is bound on all sides by a mix of residential uses, commercial uses, and parking, as is consistent with the Downtown area.
- 7. Proposed Use of Property.** If the rezoning is approved, the petitioner would convert the existing structure from two (2) residential units and one (1) commercial unit into four (4) residential units as part of a condominium.
- 8. Traffic, Parking and Public Transit.** While the B-4, Urban Commercial District does not have a parking requirement, the petitioner has indicated that off-street parking will be provided through parking permits for the Clay Street parking deck, which is a half-block from the property. On-street parking is also available along Court Street.

The Greater Lynchburg Transit Company does not specifically run along Court Street; however, it serves other nearby Downtown streets such as Main, Church, and 5th.

9. **Stormwater Management.** The petitioner is not proposing any new buildings, additions, or parking areas. An Erosion & Sediment Control Plan would be required if any land disturbance on the site exceeds one thousand (1,000) square feet. Stormwater Management would be required if land development exceeds five thousand (5,000) square feet of disturbance.
10. **Emergency Services:** The City Fire Marshal and Police Department had no comments of concern regarding the rezoning petition.
11. **Impact.** The property is currently zoned B-1, Limited Business District and is recommended for Downtown uses on the *FLUM*. The proposed multi-household structure consisting of four (4) units in a condominium is a by-right use in the B-4, Urban Commercial District and would agree with the current *FLUM* designation. The rezoning would also facilitate the continued use of a historic structure without compromising its character, as no exterior alterations are proposed. Flexibility in use of the historic structures is consistent with the *Downtown 2040 Master Plan* and other recent rezonings in the area. Both on-street and off-street parking would be available to residents. Rezoning the property to B-4, Urban Commercial District should have little to no impact on the area.
12. **Technical Review Committee.** The Technical Review Committee (TRC) reviewed the petition on June 16, 2026. Comments were minor in nature.

VI. PLANNING DIVISION RECOMMENDATION

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the rezoning request of Adama Faroh, LLC to rezone approximately one hundred sixty-seven thousandths (0.167) of an acre located at 802 Court Street from B-1, Limited Business District to B-4, Urban Commercial District.

This matter is respectfully offered for your consideration.



Rachel Frischeisen
City Planner

pc: Wynter Benda, City Manager
Greg Patrick, Deputy City Manager
Kent White, Assistant City Manager
Tom Martin, Director of Community Development
Matthew Freedman, City Attorney
J. Lee Newland, City Engineer
Cynthia Kozerow, Lynchburg Police Department
Candace Brown, Fire Marshal
Doug Saunders, Building Official
Kevin Henry, Zoning Administrator
Kurt C. Schulz, Adama Faroh, LLC
Mark A. Burgin, PLDR Law

VII. ATTACHMENTS

- 1. Zoning Map with Adjoining Property Owners**
- 2. Future Land Use Map**
- 3. Watershed Map**
- 4. Planimetric and Topographic Map**
- 5. Concept Plan**
- 6. Narrative**
- 7. Property Photograph**

Zoning

802 COURT ST

TRC

ADAMA FAROH LLC



PROPERTY INFORMATION

PARCEL ID

ADDRESS

02446016 802 COURT ST

LEGEND

Subject Property

215 Foot Buffer

B-1	I-1	R-1
B-3	I-2	R-2
B-4	I-3	R-3
B-5	IN-1	R-4
R-C	IN-2	

MAP SCALE: 1:872

DATE PRINTED: 6/9/2026

OVERVIEW MAP



802 Court Street

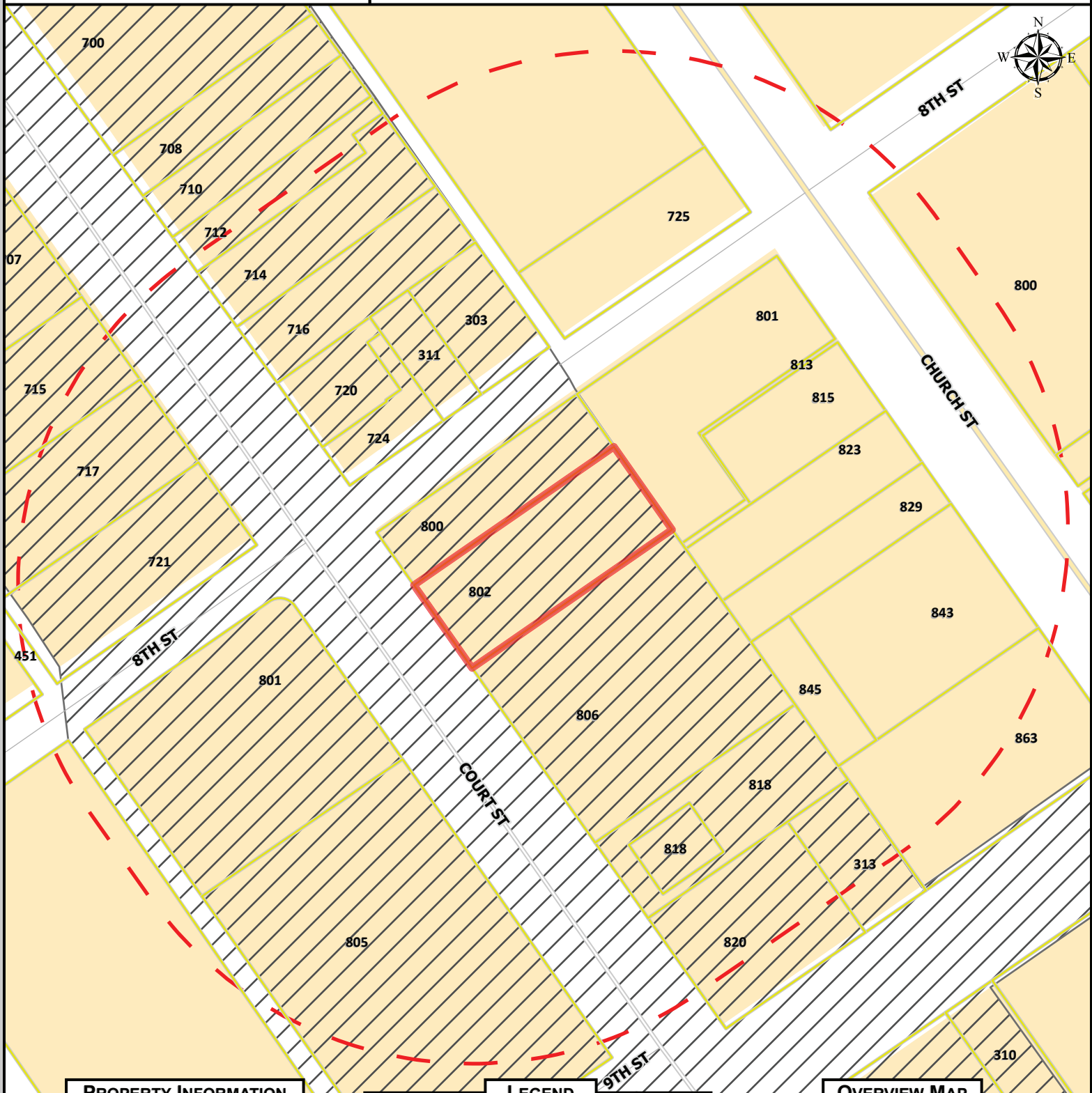
Parcel ID	Address	Owner
02436004	715 COURT ST	715 COURT STREET LLC
02435010	725 CHURCH ST	725 CHURCH LLC
02435012	724 COURT ST	725 CHURCH LLC
02435021	311 8TH ST	725 CHURCH LLC
02435020	303 8TH ST	725 CHURCH LLC
02446008	863 CHURCH ST	843 CHURCH LLC
02446017	845 CHURCH ST	843 CHURCH LLC
02446007	843 CHURCH ST	843 CHURCH LLC
02446016	802 COURT ST	ADAMA FAROH LLC C/O KURT SCHULZ
02445002	801 COURT ST	AVENUE AND BEYOND LLC
02435013	720 COURT ST	BALDWIN, MONROE G JR C/O BROWNSTONE PROPERTIES
02446002	801 CHURCH ST	BOX THREE LLC
02446004	815 CHURCH ST	BOX THREE LLC
02445003	805 COURT ST	CITY OF LYNCHBURG CITY MANAGER'S OFFICE
02446010	820 COURT ST	CITY OF LYNCHBURG CITY MANAGER'S OFFICE
02446015	806 COURT ST	CITY OF LYNCHBURG CITY MANAGER'S OFFICE
02446801	818 COURT ST	FIRST UNITARIAN CHURCH OF LYNCHBURG ATTN: TREASURER
02446011	818 COURT ST	FIRST UNITARIAN CHURCH TRS
02447017	820 CHURCH ST	GREENSTONE LOFTS LLC
02446006	829 CHURCH ST	IPIDAPOULUS CIRCLE LLC C/O PAMELLA DENDTLER
02445001	800 CLAY ST	KNESTOUT, BARRY C BISHOP OF THE CATHOLIC DIOCESE OF RICHMOND C/O TRAFFIC ENGINEERING
02436008	722 CLAY ST	KNESTOUT, BARRY C BISHOP OF THE CATHOLIC DIOCESE OF RICHMOND C/O REV CHARLES E FERRY
02436005	717 COURT ST	MCRORIE, HOPE F
02447001	800 CHURCH ST	MJTB PROPERTIES LLC
02435016	712 COURT ST	PERROW & PERROW
02435014	716 COURT ST	PERROW, EDGAR J T
02435015	714 COURT ST	PERROW, EDGAR J T
02446005	823 CHURCH ST	SKELLEY COURT LLC C/O PAMELLA DENDTLER
02446009	313 9TH ST	UNITARIAN CHURCH-FULLER, HENRY H TR
02435004	709 CHURCH ST	VIRGINIAN HOTEL LLC
02434012	712 CHURCH ST	VIRGINIAN HOTEL LLC
02436006	721 COURT ST	WETHERELL, EDWARD L
02446001	800 COURT ST	WOODLE, CHARLES J & NORTON, TRESSIE

FLUM

802 COURT ST

TRC

ADAMA FAROH LLC



PROPERTY INFORMATION

PARCEL ID

ADDRESS

02446016

802 COURT ST

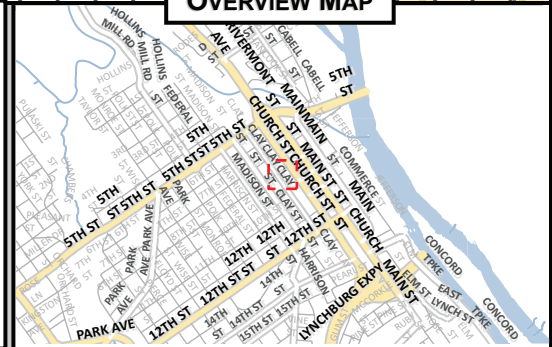
LEGEND

- | | |
|----------------------------|-----------------------|
| Local Historic District | Employment 1 |
| Traditional Residential | Employment 2 |
| Low Density Residential | Institution |
| Medium Density Residential | Public Use |
| High Density Residential | Public Parks |
| Neighborhood Commercial | Resource Conservation |
| Community Commercial | Mixed Use |

MAP SCALE: 1:872

DATE PRINTED: 6/9/2026

OVERVIEW MAP





An overview map of the downtown area, showing a grid of streets. Major streets highlighted in yellow include Main St, Church St, and Park Ave. A red circle marks the intersection of Main St and Church St. The map also shows the Concord River and the Concord Pike. The title 'OVERVIEW MAP' is at the top.



ARCHITECTURAL PARTNERS
10 9th Street
Lynchburg, Virginia 24504
p:434-848-8488
f:434-848-4334
www.architecturalpartners.com

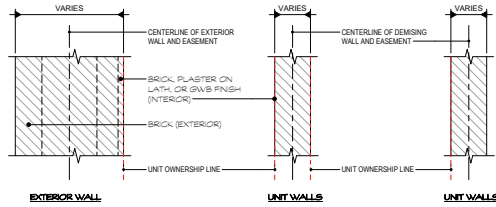
Unit Details For
Gilliam House Condominiums
802 COURT STREET
LYNCHBURG, VA PROJECT NO.: 20177

For Owner Records

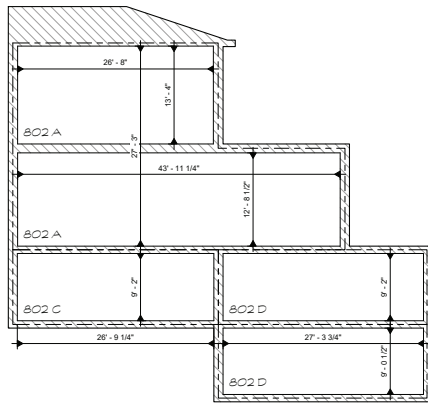
DATE: 2021/06/14
DESIGNED: DFE
DRAWN: GEH
CHECKED: GEH
REVISIONS:

CONDOMINIUM
BOUNDARY
PLANS

A-1



WALL DETAILS
1 1/2" = 1'-0"

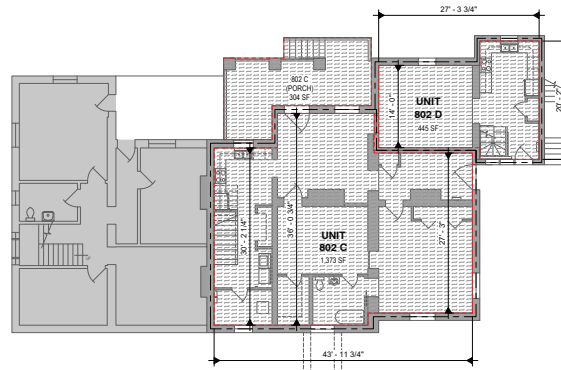


SECTION A-A
1/8" = 1'-0"

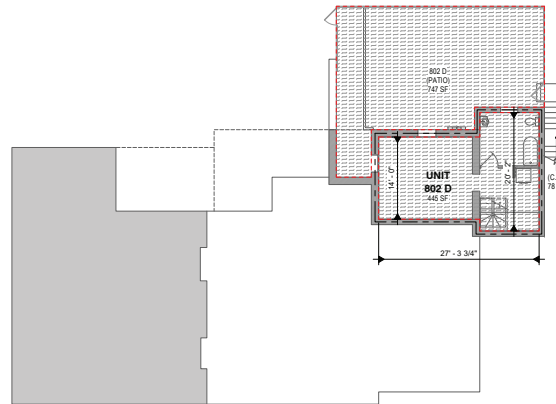
AREA TABULATIONS

SUB-BASEMENT	
PRIVATE AREA	1392 SF
LIMITED COMMON AREA	103 SF
COMMON AREA	76 SF
BASEMENT	
PRIVATE AREA	2122 SF
LIMITED COMMON AREA	273 SF
COMMON AREA	7 SF
FIRST FLOOR	
PRIVATE AREA	1,981 SF
LIMITED COMMON AREA	16 SF
COMMON AREA	207 SF
SECOND FLOOR	
PRIVATE AREA	1,271 SF
LIMITED COMMON AREA	187 SF
COMMON AREA	7 SF

COMBINED TOTAL	
PRIVATE AREA	6,892 SF
LIMITED COMMON AREA	686 SF
COMMON AREA	285 SF



BASEMENT
1" = 10'-0"

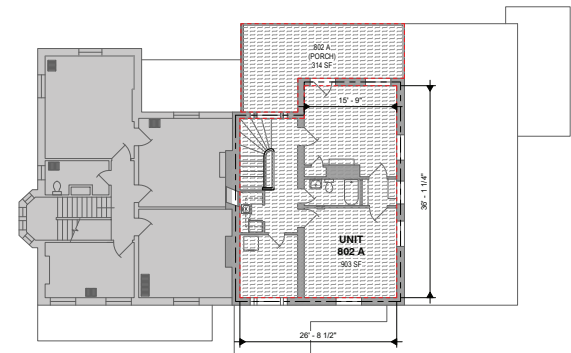


SUB-BASEMENT
1" = 10'-0"

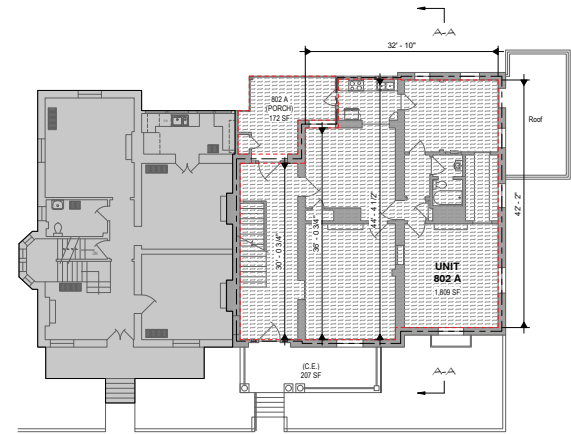
LEGEND	
	COMMON AREA
	LIMITED COMMON AREA
	PRIVATE AREA
	OWNERSHIP BOUNDARY
	EASEMENT BOUNDARY

NOTES

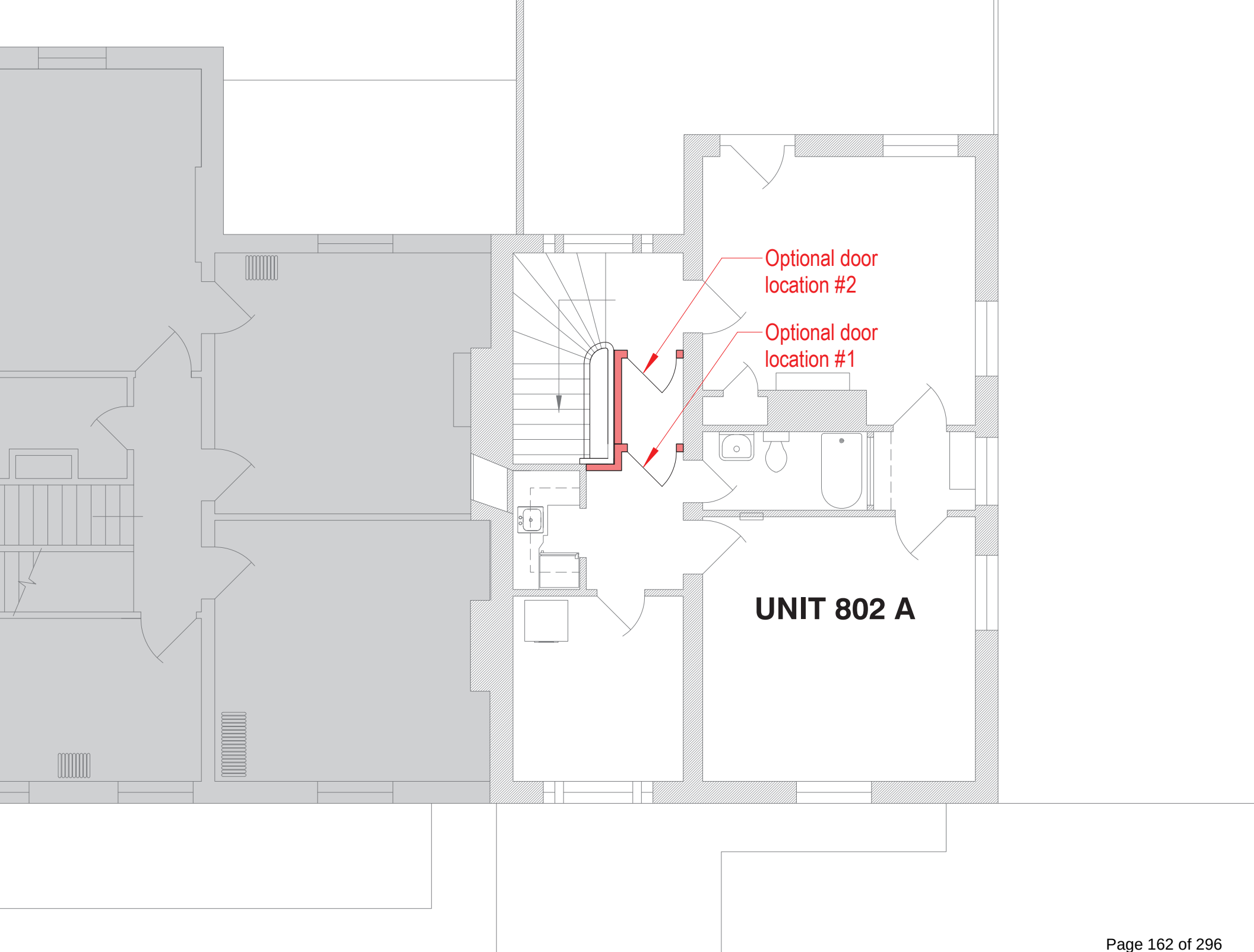
- UNIT DIMENSIONS SHOWN HEREON ARE TO THE OWNERSHIP LINES OF EACH UNIT
- (L.C.E.) LIMITED COMMON ELEMENTS AS DEFINED WITHIN THE DECLARATION OF CONDOMINIUM
- (C.E.) COMMON ELEMENTS AS DEFINED WITHIN THE DECLARATION OF CONDOMINIUM



SECOND FLOOR
1" = 10'-0"



FIRST FLOOR
1" = 10'-0"



TO: PLANNING DIVISION
FROM: MARK A. BURGIN, ESQ.
RE: REZONING – ADAMA FAROH, LLC – 802 COURT STREET
DATE: JULY 20, 2026

I. PETITIONER

Adama Faroh, LLC c/o Kurt C. Schulz, 2501 Calvert St., NW, #804, Washington, DC 20008
Representative: Mark A. Burgin, 925 Main Street, Suite 300, Lynchburg, VA 24504
Property Owner: Same as petitioner

II. LOCATION

The subject property is located at 802 Court Street, Lynchburg, VA 24504 and contains approximately one hundred sixty-seven thousandth (0.167) of an acre.

III. PURPOSE

The purpose of the rezoning petition is to allow the use of an existing structure as a condominium containing four residential units.

IV. SUMMARY

- The property is zoned B-1 – Limited Business District. In this district, residences are permitted upon approval of a conditional use permit by Council. A B-1 - Limited Business District zone requires a minimum lot size of 6,000 square feet and a total minimum area of 1,000 square feet for each dwelling unit. The intended purpose for the property, which is the subject of this rezoning application, will not meet the minimum square footage requirements of a B-1 - Limited Business District zone.
- Petitioner seeks to rezone the property as B-4 – Urban Commercial District. In this district, multi-household structures are permitted by right. The B-4 – Urban Commercial District is intended to: “(a) provide a wide range of residential ... serving the entire metropolitan area in downtown Lynchburg and other mixed use centers throughout the City; (b) encourage a compatible mix of multi-household residences... of relatively high densities and with adequate services where appropriate;” (City of Lynchburg Ordinance § 35.2-47.1). The B-4 – Urban Commercial District zone does not have a minimum lot size or minimum dwelling unit size requirement.
- The *Comprehensive Plain 2013-2030*, as adopted by the City Council on January 14, 2014, Future Land Use Map (FLUM) recommends Downtown uses for the subject property.
- Downtown is governed by the policies and recommendations of the Downtown and Riverfront Master Plan 2000, which is incorporated into the *Comprehensive Plain 2013-2030*, as adopted by the City Council on January 14, 2014, by reference. Downtown contains a mix of uses, including residential uses.
- The property currently consists of two residential units and one commercial unit. Making the property four residential units as reflected into the submitted drawings using “Optional door location #1” will have limited, to no, impact on the surrounding area.

V. FINDINGS OF FACT

1. **Comprehensive Plan.** The *Comprehensive Plain 2013-2030*, as adopted by the City Council on January 14, 2014, Future Land Use Map (FLUM) recommends Downtown uses for the

subject property. Downtown is governed by the policies and recommendations of the Downtown and Riverfront Master Plan 2000, which is incorporated into the *Comprehensive Plain 2013-2030*, as adopted by the City Council on January 14, 2014, by reference. Downtown contains a mix of uses, including residential uses.

2. **Zoning.** The subject property was annexed into the City in 1768. The existing B-1 – Limited Business District zoning was established in 1978. The existing B-4 – Urban Commercial District zoning was established in 1978.
3. **Proffers.** Petitioner submits the following proffer. The following B-4 – Urban Commercial District permitted by-right uses are not permitted on this property under the current B-1 – Limited Business District zoning:
 - a. Multi-household structures such as four-plexes and other multi-household dwellings where the lot size is less than 6,000 square feet and one or more dwelling unit is less than 1,000 square feet.
4. **Board of Zoning Appeals (BZA).** No variance is needed for the development of the property as proposed.
5. **Surrounding Area.**
6. **Site Description.** The subject property consists of approximately one hundred sixty-seven thousandth (0.167) of an acre located at 802 Court Street, Lynchburg, Virginia 24504. The property contains a three-story, wood frame, brick veneer structure in a Local Historic district. The structure is about seven thousand two hundred and sixty-six (7,266) square feet in size.

The property is bound to the: (1) north-west, south-west, and south-east by properties zoned B-1 – Limited Business District, Downtown uses; and (2) east and north-east by properties zoned B-4 – Urban Commercial District, Downtown uses.

Properties not adjacent but one city block from the subject property: (1) to the west are zoned as R-2 – Low-Medium Density Residential District, Downtown uses; and (2) to the south-west are zoned as R-4 – High Density Residential District, Downtown uses.

The subject property's legal description is:

That certain lot or parcel of land, together with the buildings and improvements thereon and the privileges and appurtenances thereunto belonging, situate, lying and being in the City of Lynchburg, Virginia, being that certain brick residence in the said City with street address of No. 802 Court Street, and the Lot on which it stands, said Lot having a frontage on Court Street, between 8th and 9th Streets of approximately fifty-five (55) feet, extending from the Lot of Mrs. Mary Slaughter (formerly) to that formerly belonging to Mrs. Kirkwood Otey, and running with this uniform width between parallel lines perpendicular to Court Street a depth of one hundred thirty-two (132) feet to the Lot formerly owned by J. W. Dillard, the said property adjoining property at No. 800 Court Street, it being understood and

agreed in any event that the common dividing line between the property at No. 802 Court Street and No. 800 Court Street is the centerline of the common dividing wall between the two said properties.

The written metes and bounds description of the property is:

BEGINNING AT THE INTERSECTION OF THE PARTY WALL IN THE SOUTHWESTERLY CORNER OF PARCEL ID 02446001 (KNOWN AS 800 COURT STREET) AND THE NORTHWESTERLY CORNER OF PARCEL ID 02446016 (KNOWN AS 802 COURT STREET); THENCE LEAVING SAID POINT NORTH 59 DEGREES 30 MINUTES 0 SECONDS EAST 132.00 FEET TO A POINT ALONG THE PROPERTY LINE INTERSECTING WITH PARCEL ID 02446001 (KNOWN AS 800 COURT STREET), PARCEL ID 02446016 (KNOWN AS 802 COURT STREET), AND PARCEL ID 02446002 (KNOWN AS 801 CHURCH STREET); THENCE LEAVING SAID POINT SOUTH 31 DEGREES 0 MINUTES 0 SECONDS EAST 55.00 FEET TO A POINT ALONG THE PROPERTY LINE INTERSECTING WITH PARCEL ID 02446016 (KNOWN AS 802 COURT STREET), PARCEL ID 02446002 (KNOWN AS 801 CHURCH STREET), AND PARCEL ID 02446015 (KNOWN AS 806 COURT STREET); THENCE SOUTH 59 DEGREES 30 MINUTES 0 SECONDS WEST 132.00 FEET TO A POINT ALONG THE PROPERTY LINE INTERSECTING WITH PARCEL ID 02446016 (KNOWN AS 802 COURT STREET) AND PARCEL ID 02446015 (KNOWN AS 806 COURT STREET); THENCE NORTH 31 DEGREES 0 MINUTES 0 SECONDS WEST TO THE POINT OF BEGINNING, CONTAINING 0.167 ACRES.

7. **Proposed Use of Property.** If the rezoning petition is approved, the existing structure would be used as four residential units that are part of a condominium.
8. **Traffic, Parking and Public Transit.** Petitioner should not be required to conduct a traffic analysis as part of this petition.

Parking for the residents is accommodated by parking permits for the City of Lynchburg Lot on Clay Street and 8th Street, which is a half-block from the property, has a significant amount of availability, and should be sufficient to meet Zoning Ordinance requirements. To date, Petitioner pays for the residents' monthly parking permits and will continue to do so as long as Petitioner is the owner of a resident's dwelling. The impact on parking by dividing Unit A into Unit A and Unit B will be minimal and, at best, may only require Petitioner to obtain one or two additional parking permits at the City of Lynchburg Lot on Clay Street and 8th Street for the resident(s).

The residential units will not add to peak parking pressures along Court Street (e.g. when court is in session) because street parking is limited to two-hours and residential tenants will generally be at work or will leave cars in the Clay Street Garage during working hours. Conversely, there is more risk of commercial tenants utilizing street parking along Court Street during working hours, so granting Petitioner's rezoning application to convert the property's

one commercial unit into two residential units may reduce street parking on Court Street during peak parking pressure / working hours.

The site is not directly served by the Greater Lynchburg Transit Company (GLTC), but route 3B runs along 7th Street / Church Street / 10th Street with the nearest bus stop for this route being located 433 feet away at the intersection of Clay Street and 8th Street. In addition there are bus stops within 0.5 miles (or less) for the following: routes 1A and 1B run along 5th Street; route 3A runs along 12th Street; Route 5 runs along 7th Street / Main Street; and Route 9 runs along 7th Street / Main Street.

9. **Stormwater Management.** The petitioner is not proposing any land disturbance at this time, as no new buildings, additions, or parking areas are proposed.

10. **Emergency Services.**

11. **Impact.** Multi-household structures are permitted by right for use in a B-4 – Urban Commercial District zoning.

The property currently has two residential units and one commercial unit. Upon approval of the rezoning application, the property will be converted into four residential units (as reflected in the submitted drawings using “Optional door location #1”) that will be part of a condominium.

As shown in the attached “Condominium Boundary Plans” previously prepared by Architectural Partners as modified by the attached drawings for optional door locations: (a) the second floor level of existing Unit A, will remain Unit A after the addition of “Optional door location #1” as shown in the attached drawing and will be on a single floor (i.e. the second floor); (b) the first floor level of existing Unit A will become Unit B and will be on a single floor (i.e. the second floor); (c) existing Unit C will remain Unit C and will be on a single floor (i.e. the basement floor); and (d) existing Unit D will remain Unit D, with Unit D being multi-floor with part of Unit D being on the basement floor and part of Unit D being on the sub-basement floor, with the two floors being connected by an existing staircase in the interior of Unit D.

After installation of “Optional door location #1”, common areas will consist of the hallways and stairs outside of what will be Unit A and Unit B.

No exterior alterations are required or will be made if Petitioner’s rezoning application is approved. Only the installation of an interior wall with a door at the “Optional door location #1” location is needed.

Unit A, Unit B, Unit C, and Unit D will remain for rent for three years. After three years, Petitioner may consider selling one or more units depending on an ongoing financial analysis of the property and units. This use of the existing structure will have limited, to no, impact on

Planning Division

Rezoning – Adama Faroh, LLC – 802 Court Street
July 20, 2026



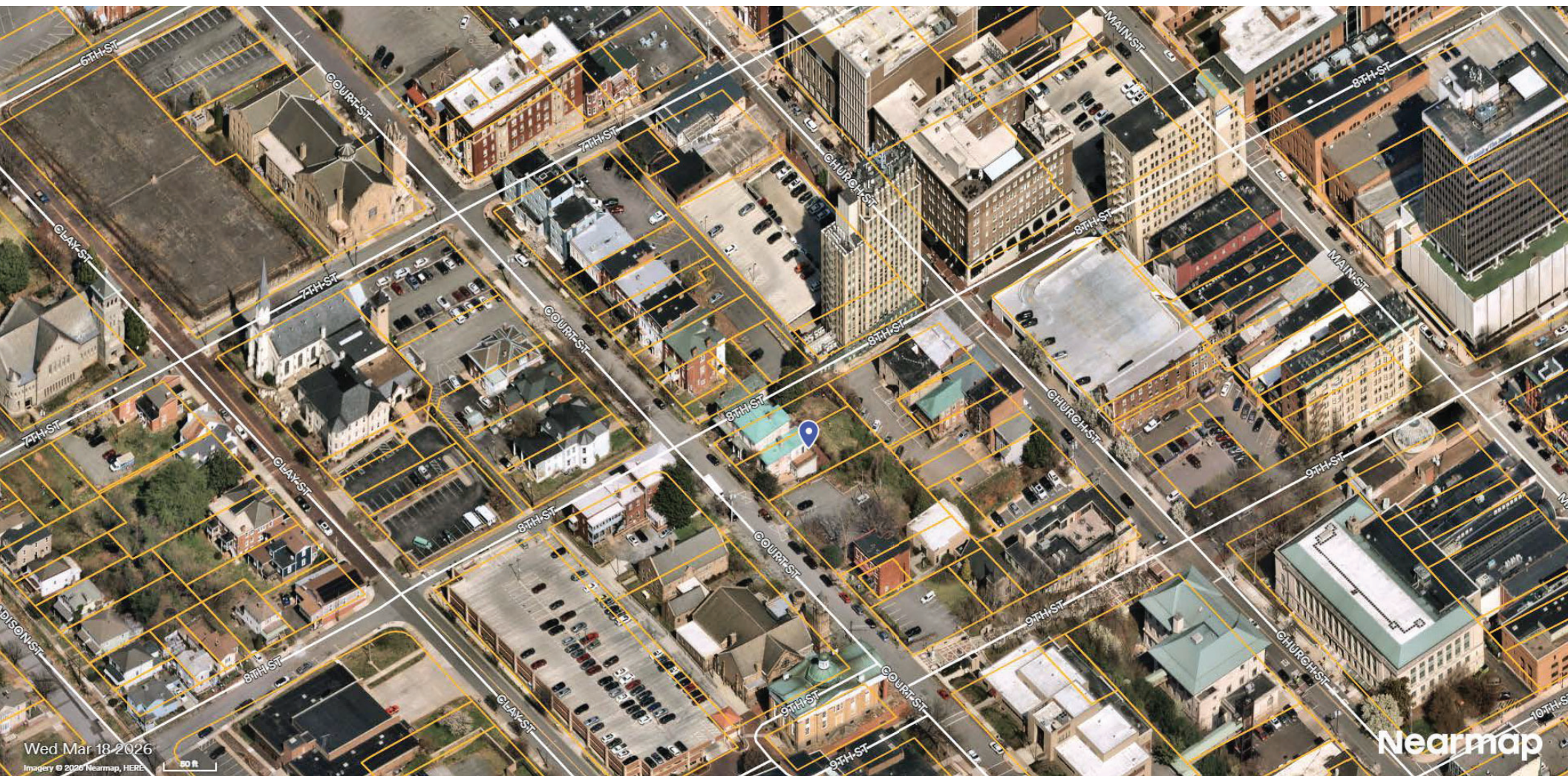
the surrounding area. The structure will continue to maintain the same look and character as the existing structure and will not generate any unusual traffic patterns.

12. **Technical Review Committee.** The Technical Review Committee (TRC) reviewed an associated petition on June 15, 2026. Petitioner notes the following in response to the TRC's review:
- a. TRASH: There will only be four (4) residential units, so only four (4) trash carts are needed.
 - b. AEP: Petitioner will contact the service center when ready to initiate service for the units.
 - c. Assessor: Approved without notes.
 - d. DWR: There will not be any renovations to the internal plumbing systems.
 - e. E&S: Approved without notes.
 - f. ENGCONST: Approved without notes.
 - g. FIRE: Approved without notes.
 - h. INSPECTIONS: Please see attached drawings. No demolition is required.
 - i. MAP ROOM: Approved without notes.
 - j. PLANNING: Rezoning application addresses square footage comments. This is the revised public hearing application. Posted notification signs reflecting rezoning application, not a conditional use permit. Attached to this rezoning application is a copy of the survey with metes and bounds. Included above and attached separately in a word document is the written metes and bounds. Per the TRC hearing, the August 12, 2026 at 4:00 PM Planning Commission and September 8, 2026 at 7:00 PM City Council hearing dates will continue and be used with respect to this rezoning application. Photos of the posted notification sign were submitted more than 30 days prior to the August 12, 2026 hearing date, but are also attached to this rezoning application.
 - k. POLICE: Approved without notes.
 - l. PWURBAN FORESTER: Approved without notes.
 - m. TRAFFIC: As noted above, Petitioner pays for the residents' monthly parking permits for the City of Lynchburg Lot on Clay Street and 8th Street (a half-block from the property) and will continue to do so as long as Petitioner is the owner of a resident's dwelling.

VI. PLANNING DIVISION RECOMMENDATIONS

Rezoning Narrative

The proposed project proposes to convert 802 Court Street, Lynchburg, Virginia, 24504 from two (2) residential units and one (1) commercial unit to four (4) residential units as shown on the attached drawings using "Optional door location #1".



Wed Mar 18 2026
Imagery © 2026 Nearmap, HERE

50 ft

Nearmap

**Rezoning
802 Court Street
August 12, 2026**

PLEASE PRINT CLEARLY

[illegible]



AGENDA ITEM SUMMARY

MEETING DATE

August 25, 2026

PRESENTED BY

Rachel Frischeisen, City Planner

AGENDA ITEM # III.4

533 Leesville Road - Rezoning - Rental Office Use

RECOMMENDATION

This item will appear for City Council vote on the September 8, 2026, Public Hearing agenda. Denial of the rezoning petition.

SUMMARY

RAA Enterprises LLC is petitioning to rezone approximately one and one hundred five thousandths (1.105) acres located at 533 Leesville Road from B-1, Limited Business District to B-3C, Community Business District (Conditional) to allow the development of the site as a rental office space with parking in front of the structure.

The *Comprehensive Plan 2013-2030* Future Land Use Map (FLUM) recommends Medium Density Residential uses for the property. The proposed rezoning does not align with this recommendation. The property is currently zoned B-1, Limited Business District, which the City's Zoning Ordinance describes as a district that provides "for office, retail, restaurant and service uses that are compatible with nearby residential areas because they are in scale with adjacent neighborhood development and have pedestrian-oriented designs." Parking in front of the structure is not permitted by the current B-1 zoning.

On July 6, 2026, the petitioner submitted a proposed voluntary proffer as follows: "The use for the property shall be limited to the authorized, permitted by-right uses for B-1 Zoning District." The proposed proffer would allow for parking in front of the structure, while limiting possible permitted uses of the property. The Planning Commission report was distributed for review on July 2, 2026, and therefore does not incorporate the proposed proffer; however, Planning Commission did consider the proposed proffer as part of their recommendation.

PRIOR ACTION(S)

July 8, 2026: The Planning Commission recommended denial (6-0, with 1 absent: Rogers) of the rezoning petition.

July 8, 2026: The Planning Division recommended denial of the rezoning petition.

FISCAL IMPACT

N/A

CONTACT(S)

Rachel Frischeisen, City Planner

ATTACHMENT(S)

1. Presentation
2. Planning Commission Minutes, Memo, Report, and Attachments

REVIEWED BY



William Martin, Community Development Director

Date: August 17, 2026



Kent White, Assistant City Manager

Date: August 17, 2026



Alicia Finney-Andrews, Clerk of Council

Date: August 20, 2026

533 LEESVILLE ROAD REZONING

Tuesday, August 25, 2026



PURPOSE & ACTION

Purpose:

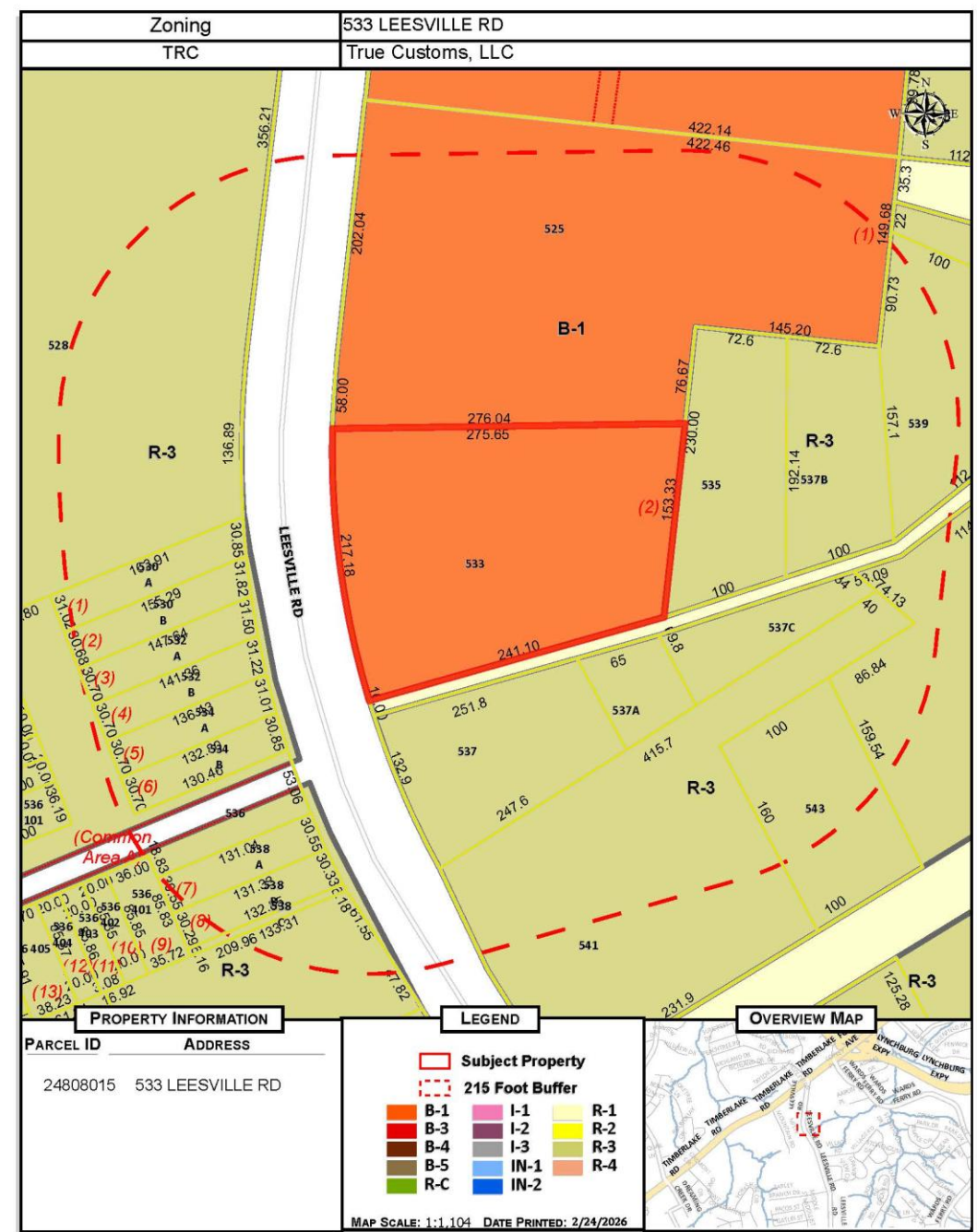
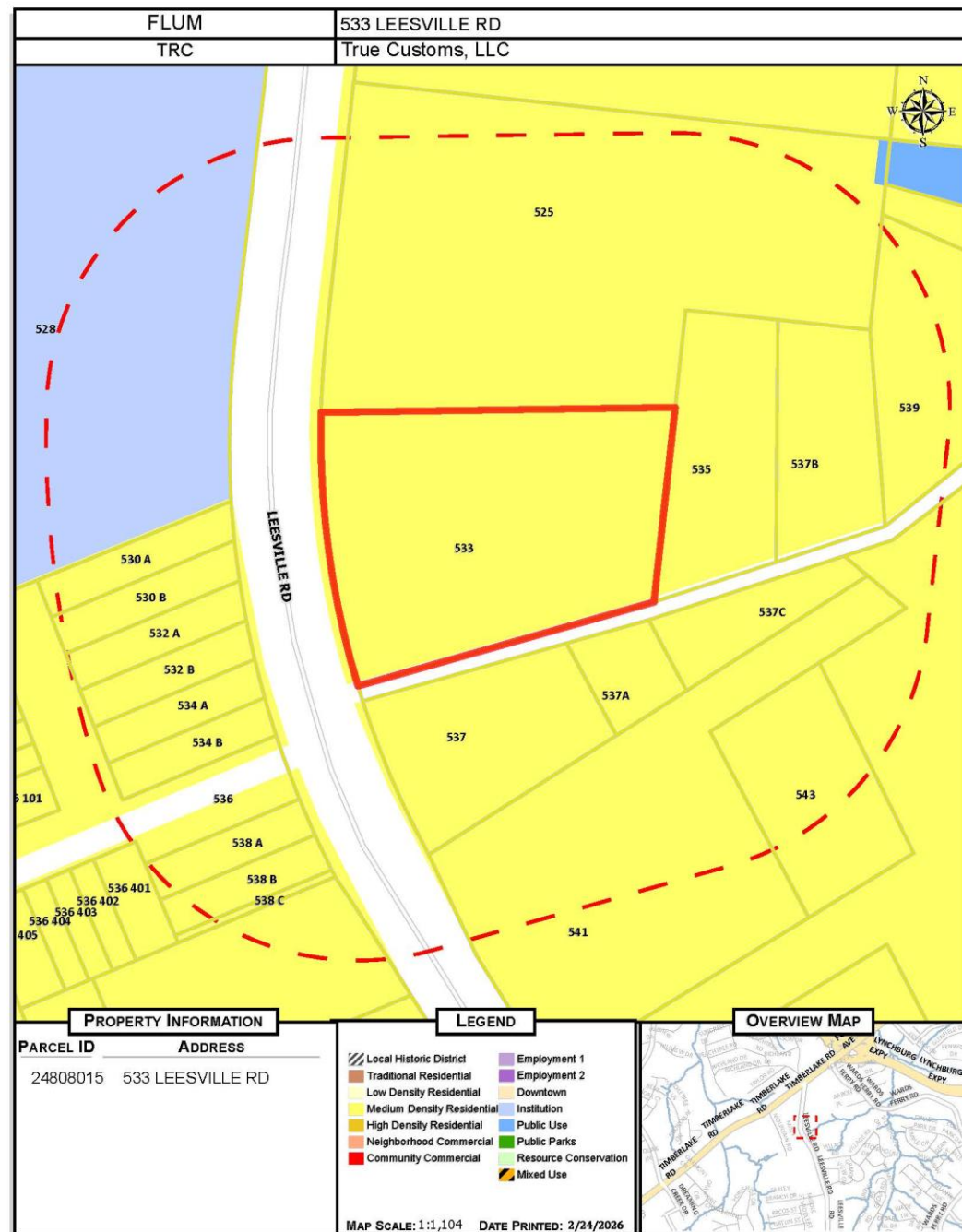
Petition of RAA Enterprises LLC to rezone 533 Leesville Road from B-1, Limited Business District to B-3C, Community Business District (Conditional) to allow for the development of the site as a rental office space with parking in front of the structure.

Recommendation:

The Planning Commission recommended denial (6-0, with 1 absent) of the petition.

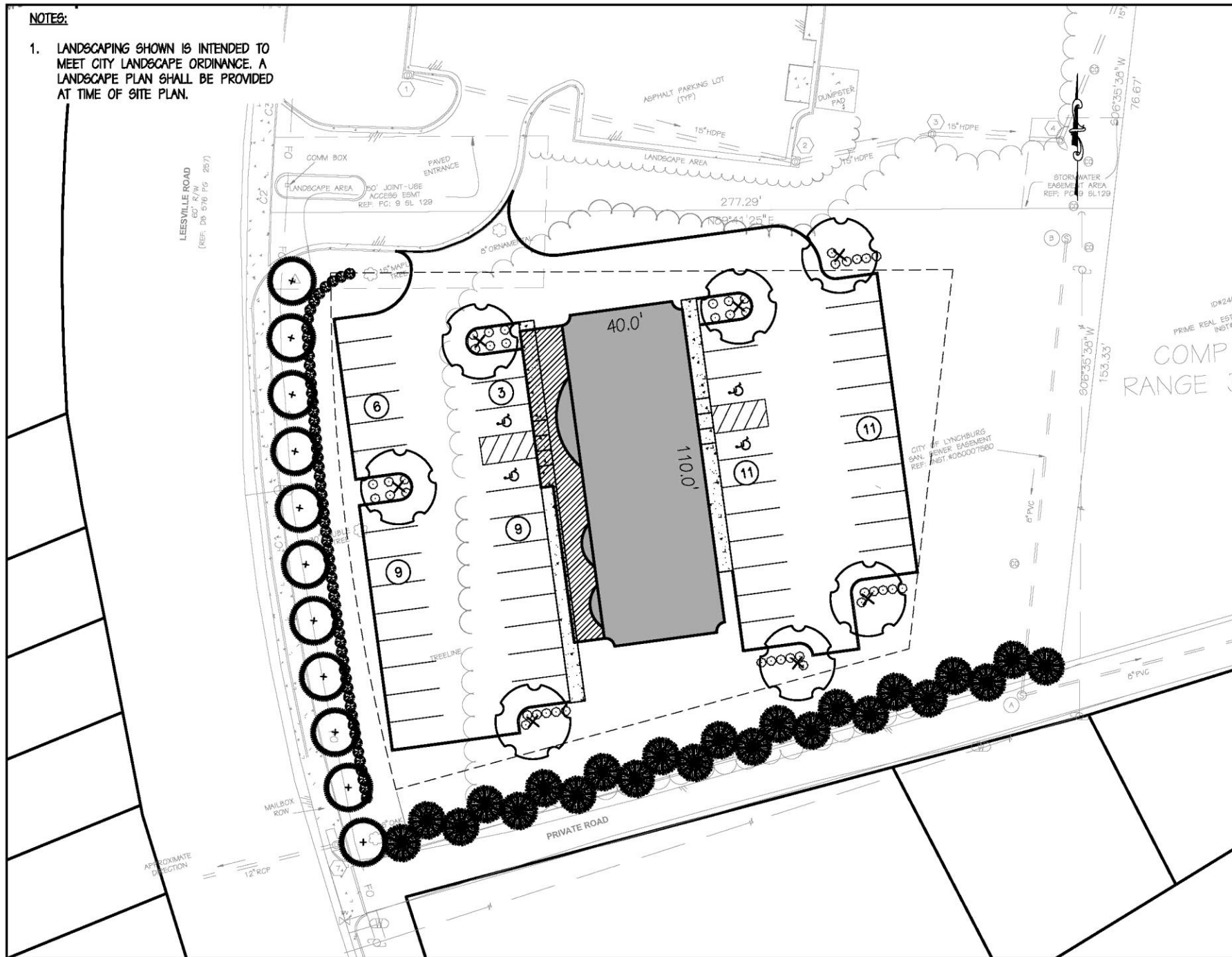
Action:

A City Council public hearing will be held on September 8, 2026.



NOTES:

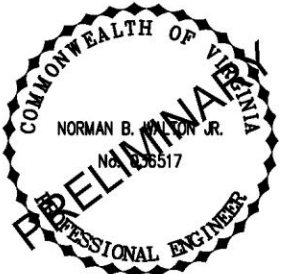
1. LANDSCAPING SHOWN IS INTENDED TO MEET CITY LANDSCAPE ORDINANCE. A LANDSCAPE PLAN SHALL BE PROVIDED AT TIME OF SITE PLAN.





17 W. NELSON STREET
LEXINGTON, VIRGINIA 24450
PHONE: 540-464-9001 FAX: 540-464-5009
EMAIL: PNO@PERKINS-ORRISON.COM

317 BROOK PARK PLACE
FOREST, VIRGINIA 24551
PHONE: 434-525-5985 FAX: 434-525-5986



NOT FOR CONSTRUCTION

JOB:
533 LEESVILLE ROAD
REZONING PLAN
LYNCHBURG, VA

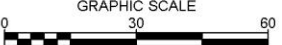
CLIENT:
TRUE CUSTOM, INC.

MARK	DATE	DESCRIPTION
1	08/24/20	COMMENTS FROM CITY

ISSUE: 05/15/26
CONTOUR INTERVAL: 2'
DRAWN BY: CWW/NBW
CHECKED BY: NBW

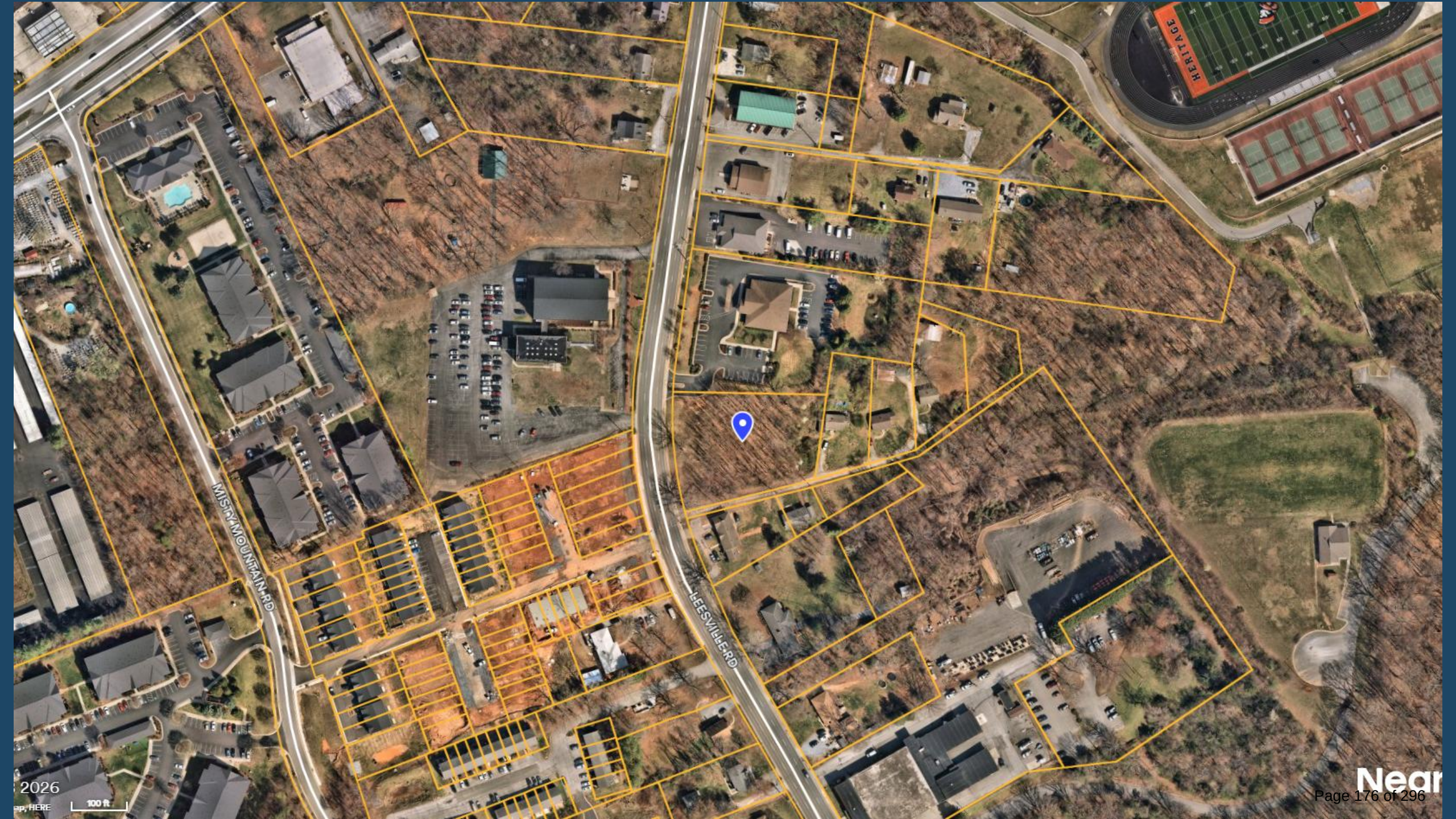
LANDSCAPE PLAN

GRAPHIC SCALE



1"=30'

JOB NO 24352 SHEET NO 3



MINUTES OF THE JULY 8, 2026, PLANNING COMMISSION MEETING (MINUTES HAVE NOT BEEN APPROVED):

Petition of RAA Enterprises LLC to rezone approximately one and one hundred five thousandths (1.105) acres located at 533 Leesville Road from B-1, Limited Business District to B-3, Community Business District to allow the development of the site as rental office space with parking in front of the structure.

Ms. Rachel Frischeisen, City Planner, provided the following summary to the Commission. The purpose of this petition is to rezone the property to allow for an office with a parking lot in the front. The City's Future Land Use Map (FLUM) recommends Medium Density Residential uses for the subject property. These areas are characterized by small-lot single family detached housing, duplexes, and townhouses. The property is currently zoned B-1, Limited Business District, which the City's Zoning Ordinance describes as a district that provides "for office, retail, restaurant and service uses that are compatible with nearby residential areas because they are in scale with adjacent neighborhood development and have pedestrian-oriented designs." The purpose of the proposed rezoning to B-3, Community Business District, is to allow the development of the site as a rental office space with parking in front of the structure, which is not permitted by the current B-1, Limited Business District zoning. The property adjacent to this is also zoned B-1 and does have parking in the front. That property was developed around 2008. When the zoning ordinance was updated in 2016, the B-1 district was expanded to allow for more uses. B-1 districts are intended to be located near residential areas. When the district was opened to more uses it meant that there could be additional impact on residential, so the requirement for parking to be behind the front wall of the building was added to make these commercial areas more compatible with neighborhoods. Locating parking behind the front building line allows for a transition from commercial to residential uses and creates a more inviting environment that also protects the nearby residential uses. Planning staff has concerns about rezoning the property for the sole purpose of allowing the parking in front of the building, when the B-1 district is specifically intended to provide neighborhood-scale development near residential areas. The property is bound to the west by a townhome development and a church across Leesville Road. There are office uses adjoining the property to the north. To the south and east, there are single family residential uses adjoining the property. While there are other commercial uses in the area with parking in the front, zoning ordinances change over time, and the physical implementation of those changes can take longer to see as new development or redevelopment occurs. The ordinance was specifically changed with a vision of neighborhood scale businesses in mind – having parking being located so that it is not "front and center" helps commercial uses fit into a neighborhood and protects the residential homes around them. The Technical Review Committee (TRC) reviewed the petition on June 16, 2026. The Planning Division recommends denial of the petition. As noted in the memo that was sent out yesterday, the petitioner has submitted a proffer for consideration by the Commission. The report was distributed prior to that submittal so it does not mention the proffer, which would limit the property to by-right uses in the B-1 district.

Vice-Chair Henderson asked if there was anyone present to speak on behalf of the petition.

Mr. Norm Walton of Perkins & Orrison, Inc. was present to represent the petition. He reiterated that the purpose of the rezoning petition is to allow for parking in front of the building. He noted that there were several businesses adjacent to this property that had parking in the front and explained that when this site was designed, the intent was for parking to be at the front due to the topography of the site. He explained that there is a significant elevation change on the property, and the plan would be for a two-story medical service facility; parking in the front would allow for greater ease of access into the building for patients. He concluded that it would not be an intrusion into the neighborhood and would align with the other businesses in the area that already have parking in the front.

Commissioner Cox asked where the front vehicle entrance for the building would be located.

Mr. Walton replied that there is an existing entrance that would be utilized as shared access for this property and the adjoining office at 525 Leesville Road. They were not requesting a new entrance off Leesville Road.

Vice-Chair Henderson asked if there was anyone present to speak in favor of the petition.

Vice-Chair Henderson asked if there was anyone present to speak in opposition to the petition.

With there being no members of the public who wished to speak on the petition, Vice-Chair Henderson closed the public hearing.

Commissioner Amy noted that 525 and 533 Leesville Road were under shared ownership and asked if there was a shared parking agreement between the two properties.

Ms. Frischeisen replied that if the properties are under common ownership, then a shared parking agreement would not be required, if the petitioner even needed to utilize shared parking. They likely would not need to share parking, as the existing parking at 525 Leesville and the proposed parking at 533 Leesville both likely exceed the minimum number of required spaces for each site.

Commissioner Amy noted that the proposed number of parking spaces in the back of 533 Leesville Road meets or exceeds the B-1 district parking requirement. He added that there are also enough existing parking spaces at 525 Leesville Road to handle any parking needs for both properties. He suggested that the petitioner could put parking in the back and comply with the current zoning.

Commissioner Perault asked Mr. Walton why they were asking for parking at the front of the building.

Mr. Walton replied that the owner, Dr. Anderson, was requesting additional parking to accommodate patient turnover. Since the proposed building will be some type of medical facility, the parking would need to be able to handle overlapping waves of patients.

Commissioner Cox asked if they had considered moving the building forward to allow for more parking in the back.

Mr. Walton replied that there was concern regarding ease of access when considering moving the building forward. If all available parking were in the back, then either a common elevator or stairs would be required; an elevator would increase expenses and stairs would hinder mobility access.

Commissioner Cox asked if the City's only concern was parking being located at the front of the building.

Ms. Frischeisen replied yes, as parking in the front is not allowed within B-1 zoning districts.

Commissioner Cox asked Ms. Frischeisen to clarify the meaning of "front of building" and asked if rotating the building ninety degrees would allow parking in the front of building.

Ms. Frischeisen explained that it would be the front facing wall. If the building were to be rotated ninety degrees, then parking could be placed on either side of the building following north/south orientation. This option was explored during discussions between staff and the project engineer.

Mr. Walton commented that the property had around a twenty-foot change in elevation from the sewer line at the back of the property to Leesville Road. The elevation contour lines run parallel to Leesville making rotating the building awkward.

Commissioner Gammon asked if whether staff's concern centered around the property being developed commercially, given that it is wooded and serves as a buffer against residential uses, or is the concern about rezoning to the B-3 district which could open the property to other uses.

Ms. Frischeisen replied that the intent is not to hinder development of this property. The issue here is the proposed layout, which doesn't meet B-1 development standards. Under the current zoning, the

parcel could be developed for a use like this by-right, if the parking layout was adjusted. The petitioner has proffered the use to align with the B-1 district uses; however, the intent to change the zoning to avoid the development standards causes concern.

Commissioner Gammon asked if a variance could be obtained to allow for parking in the front to avoid rezoning.

Ms. Frischeisen replied that in order to issue a variance, the Board of Zoning Appeals (BZA) would need to find hardship, meaning that there would be no other way to develop the site. A variance would be unlikely in this case since there are other ways to develop this site.

Commissioner Perault asked if the parking location was the only concern that staff had.

Ms. Frischeisen replied yes, that is the concern.

Commissioner Gammon commented that if the property was rezoned to B-3 it could result in the possibility of a whole host of issues down the road.

Ms. Frischeisen responded that as noted in the memo sent to the commission, the petitioner did proffer that the uses for the property would only be those allowed in the B-1 zoning district.

Commissioner Gammon asked what the FLUM recommends for the zoning of the property.

Ms. Frischeisen replied that the FLUM recommends Medium Density Residential. The property is already out of sync with the FLUM and rezoning it to B-3 would only take it further out of compliance. The proffer would limit the property to the B-1 uses, but the B-3 district development standards would apply.

Commissioner Gammon asked what the setback was for a parking area.

Ms. Frischeisen replied it was twenty (20) feet.

Commissioner Cox asked if the concern here was having business use near residential use.

Ms. Frischeisen explained that the concern with this petition is that the use is already allowed by-right. The purpose of the rezoning petition is simply to avoid the parking location requirement. The commission needs to consider the long-term impact this rezoning could have and the precedent that it could set by allowing a rezoning to avoid development standards. The change made in the 2016 ordinance update was intentional; the B-1 district was expanded to allow more uses, some of which could impact residential neighbors, so the requirement to have parking behind or beside the building was added. The B-1 zoning was designed to be compatible with neighborhoods.

Commissioner Gammon noted Commissioner Amy's earlier remarks that the proposed rear parking alone would be more than enough to meet the parking requirement for B-1. If the building were moved twenty (20) feet forward, then even more parking in the back could be accommodated.

Commissioner Amy reiterated that there were fifty-three (53) parking spots located at 525 Leesville and twenty-three (23) parking spots at the back of 533 Leesville. Combined, that is seventy-six (76) parking spots with only thirty-seven (37) being required by code.

Commissioner Perault noted that staff rarely presents denial recommendations and when they do, there is a legitimate reason behind it. He said the commission should agree with staff's recommendation for this petition.

Commissioner Cox agreed with Commissioner Perault as there is concern that this could set a precedent. There is a way forward for this use without a rezoning, even if it is not the most optimal way.

Commissioner Henderson agreed that there is some concern when considering setting a precedent.

Commissioner Cox made the following motion, seconded by Commissioner Gammon, and approved by the following vote:

"Based on the preceding Findings of Fact, the Planning Commission recommends to City Council denial of the petition of RAA Enterprises LLC to rezone approximately one and one hundred five thousandths (1.105) acres located at 533 Leesville Road from B-1, Limited Business District to B-3, Community Business District to allow the development of the site as rental office space with parking in front of the structure, subject to the voluntarily submitted proffer:

"The use for the property shall be limited to the authorized, permitted by-right uses for B-1 Zoning District."

AYES: Amy, Cox, Gammon, Henderson, Perault, Woodson	6
NOES:	0
ABSTENTIONS:	0
ABSENT: Rogers	1

THE CITY OF LYNCHBURG MEMORANDUM



To: Planning Commission

From: Rachel Frischeisen, City Planner

Date: July 7, 2026

Re: Rezoning: 533 Leesville Road – B-1, Limited Business District to B-3, Community Business District

This memorandum provides an update regarding the above-referenced rezoning petition.

RAA Enterprises LLC originally petitioned to rezone 533 Leesville Road from B-1, Limited Business District to B-3, Community Business District to allow the development of the site as a rental office space with parking in front of the structure, which is not permitted by the current B-1, Limited Business District zoning. No proffers were submitted with the original application.

On July 6, 2026, the petitioner submitted a proposed voluntary proffer as follows:

“The use for the property shall be limited to the authorized, permitted by-right uses for B-1 Zoning District.”

The proposed proffer would allow for parking in front of the structure, while limiting possible permitted uses of the property.

The Planning Commission report was distributed for review on July 2, 2026, and therefore does not incorporate the proposed proffer. The Commission can consider this proffer as part of its recommendation.

Thank you,

A handwritten signature in dark blue ink, appearing to read 'R Frischeisen'.

Rachel Frischeisen
City Planner

The Department of Community Development

City Hall, Lynchburg, VA 24504 **434-455-3900**

To: Planning Commission
From: Planning Division
Date: July 8, 2026
Re: **Rezoning: 533 Leesville Road – B-1, Limited Business District to B-3, Community Business District**

I. PETITIONER

RAA Enterprises LLC, 1000 Kincaid Court, Forest, Virginia, 24551

Property Owner: Same as petitioner

Representative: Norman Walton, Jr., Perkins & Orrison, Inc., 317 Brook Park Place, Forest, Virginia 24551

II. LOCATION

The subject property consists of approximately one and one hundred five thousandths (1.105) acres located at 533 Leesville Road.

III. PURPOSE

The purpose of the petition is to allow the development of the site as a rental office space with parking in front of the structure, which is not permitted by the current B-1, Limited Business District rezoning.

IV. SUMMARY

- The *Comprehensive Plan 2013-2030* Future Land Use Map (FLUM) recommends Medium Density Residential uses for the property. The proposed rezoning does not align with this recommendation.
- The property is currently zoned B-1, Limited Business District, which the City's Zoning Ordinance describes as a district that provides "for office, retail, restaurant and service uses that are compatible with nearby residential areas because they are in scale with adjacent neighborhood development and have pedestrian-oriented designs."
- The proposed B-3 zoning would allow for a variety of uses that would not be in keeping with the adjacent zoning or FLUM recommendation. For example, gas stations, drive-through restaurants, precious metal buyers, etc. are permitted in the B-3 District.

The Planning Division recommends denial of the Rezoning petition.

V. FINDINGS OF FACT

1. **Comprehensive Plan.** The *Comprehensive Plan 2013-2030* Future Land Use Map (FLUM) recommends Medium Density Residential uses for the subject property. These areas are characterized by small-lot single family detached housing, duplexes, and townhouses at densities up to 12 units per acre. Where neighborhoods already exist, infill development should be at a compatible density and housing type. In addition to residential uses, they may include public and institutional uses compatible in scale with single family residential homes. Private recreation uses, including country clubs, swim and racquet clubs, and private open space are also appropriate. (p. 72)

2. **Zoning.** The subject property was annexed into the City in 1976. The existing B-1, Limited Business District zoning was established in 1979.
3. **Proffers.** The petitioner is not proposing proffers as part of the petition.
4. **Board of Zoning Appeals (BZA).** The Zoning Administrator has determined that no variances are needed for the development of the property as proposed.
5. **Surrounding Area.** There have been several items requiring City Council approval in the immediate area:
 - On May 22, 1979, City Council approved the Timberlake Road Land Use Study, which rezoned many properties in the corridor.
 - On February 12, 1985, City Council approved the CUP petition of Memorial United Methodist Church to allow the construction of a new sanctuary, education building, and parking lot at 594 Leesville Road.
 - On August 8, 1988, City Council approved the CUP petition of E. F. Baldwin to allow the construction of twenty-eight (28) townhouse units on a two and six tenths (2.6) acre tract of land at 542 Leesville Road.
 - On February 14, 1989, On February 14, 1989, City Council approved the Timberlake Road Corridor Study and established the Commercial Corridor Overlay District centered on Timberlake Road.
 - On May 24, 1995, City Council approved the CUP petition of Bell Atlantic of Virginia, Inc., to construct parking areas for approximately eighty-two (82) vehicles and a storage lot at the existing facility at 553 Leesville Road.
 - On November 11, 1997, City Council approved the CUP petition of Victory Christian Fellowship to allow the construction of a church and associated uses in the 600 block of Leesville Road.
 - On October 10, 2000, City Council approved the CUP petition of Bell Atlantic to allow the construction of an additional parking area with about 68 spaces at the existing facility at 555 Leesville Road in an R-3, Two-Family Residential District.
 - On October 12, 2004, City Council approved the CUP petition of Victory Christian Fellowship to allow the construction of a dwelling, pavilion, and parking areas on the property at 615 Leesville Road.
 - On January 12, 2016, City Council approved the CUP petition of VIP, LLC to allow a one hundred eight (108) unit townhouse development at 572 Leesville Road in an R-3, Medium Density Residential District.
 - On October 10, 2023, City Council approved the CUP petition of Sundance Design & Build, LLC, to allow the construction of forty-four (44) townhomes in a R-3, Medium Density Residential District, to be located at 532 and 536 Leesville Road.
 - On May 27, 2025, City Council approved the rezoning of 665, 667, and 669 Leesville Road from R-1, Low Density Residential District to R-4C, High Density Residential District (Conditional) to allow the construction of fifty-four (54) townhomes.
6. **Site Description.** The subject property at 533 Leesville Road consists of approximately one and one hundred five thousandths (1.105) acres. There have been no improvements to this property. It is currently a wooded parcel.

The property is bound to the west by a townhome development and a church across Leesville Road. There are office uses adjoining the property to the north. To the south and east, there are single household residential uses adjoining the property.

7. **Proposed Use of Property.** If the petition is approved, the petitioner proposes to develop the property as rental office space, with a primary focus on medical office uses, and associated parking. The purpose of the rezoning is to allow the parking area to be located in front of the building, which is not permitted by the current B-1, Limited Business District zoning.
8. **Traffic, Parking and Public Transit.** The petitioner was not required to conduct a traffic study as part of this petition, as the proposed uses do not generate enough trips to meet the threshold to require a study.

The proposed concept plan shows approximately fifty (50) parking spaces. This exceeds the number of spaces required by the City's Zoning Ordinance.

The site is not directly served by the Greater Lynchburg Transit Company (GLTC) fixed route bus service. The property is located within the Greater Lynchburg Transit Company (GLTC) Flex area, which is an on-demand transportation service that provides point-to-point trips. The nearest bus stop for fixed route service is located near the intersection of Timberlake Road and Leesville Road, approximately three-tenths (0.3) of a mile away.

9. **Stormwater Management.** A stormwater management / Erosion & Sediment Control Plan will be required prior to site plan approval. The submitted concept plan does not indicate how stormwater quantity and quality will be addressed.
10. **Emergency Services:** The City's Fire Marshal and Police Department had no comments of concern regarding the petition.
11. **Impact.** The property is currently zoned B-1, Limited Business District, which the City's Zoning Ordinance describes as a district that provides "for office, retail, restaurant and service uses that are compatible with nearby residential areas because they are in scale with adjacent neighborhood development and have pedestrian-oriented designs... These districts can provide a transition from retail districts and heavily traveled thoroughfares to residential areas."

The B-1 district does not permit parking in front of the building in order to promote neighborhood-scale development. This property is located adjacent to single-household detached homes, as well as single-household attached homes (townhomes) and has served as a buffer from adjacent commercial uses. Locating parking behind the front building line allows for a harmonious transition from commercial to residential uses and creates a more inviting environment that also protects the nearby residential uses.

The submitted narrative indicates that "the range of uses proposed for this building is consistent with permitted B-1 uses. This rezoning request is not intended to expand allowable uses, but rather to permit front parking consistent with the original site design concept." However, the proposed B-3 zoning would allow for a wider range of uses than the existing B-1 district. Without proffers, there is no assurance that the property would be developed as proposed or limited to the uses outlined in the narrative. This could include uses such as gas stations, drive-through restaurants, precious metal buyers, etc. that would be inappropriate when located adjacent to residences.

The proposed office use is permitted by the existing B-1, Limited Business District, but the proposed layout as shown on the concept plan is not permitted, due to the parking being located between the front building line and the street. Planning staff has concerns about

rezoning the property to a more intense commercial district for the sole purpose of allowing the parking in front of the building, when the B-1 district is specifically intended to provide neighborhood-scale development near residential areas.

12. **Technical Review Committee.** The Technical Review Committee (TRC) reviewed the petition on June 16, 2026.

VI. PLANNING DIVISION RECOMMENDATION

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council denial of the petition of RAA Enterprises LLC to rezone approximately one and one hundred five thousandths (1.105) acres located at 533 Leesville Road from B-1, Limited Business District to B-3, Community Business District to allow the development of the site as rental office space with parking in front of the structure.

This matter is respectfully offered for your consideration.



Rachel Frischeisen
City Planner

pc: Wynter Benda, City Manager
Greg Patrick, Deputy City Manager
Kent White, Assistant City Manager
Tom Martin, Director of Community Development
Matthew Freedman, City Attorney
J. Lee Newland, City Engineer
Cynthia Kozerow, Lynchburg Police Department
Candace Brown, Fire Marshal
Doug Saunders, Building Official
Kevin Henry, Zoning Administrator
Norman Walton, Jr., Perkins & Orrison, Inc.

VII. ATTACHMENTS

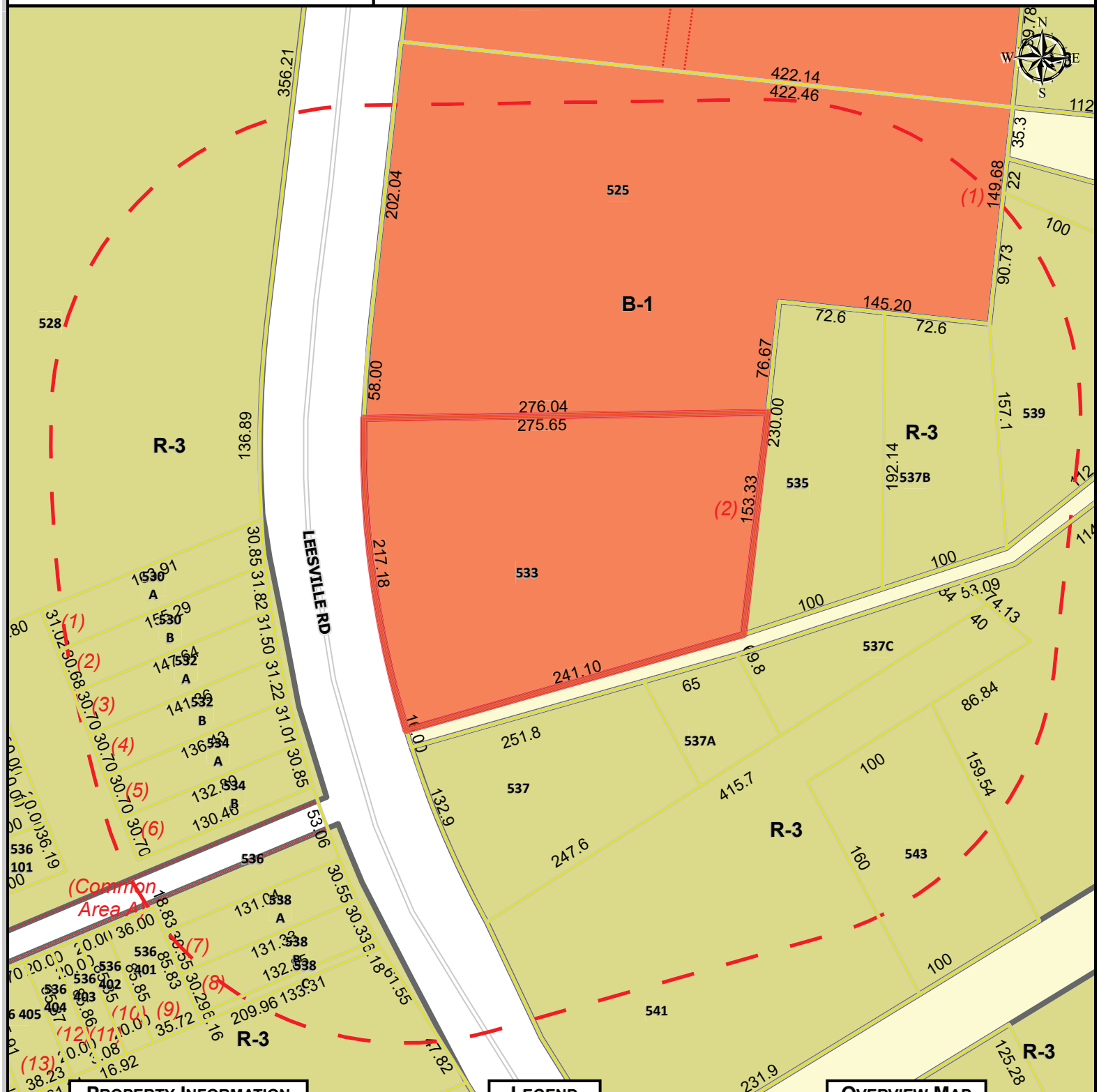
1. **Zoning Map with Adjoining Property Owners**
2. **Future Land Use Map**
3. **Watershed Map**
4. **Planimetric and Topographic Map**
5. **Narrative**
6. **Concept Plan**
7. **Property Photograph**

Zoning

533 LEESVILLE RD

TRC

True Customs, LLC



PROPERTY INFORMATION

PARCEL ID

ADDRESS

24808015 533 LEESVILLE RD

LEGEND

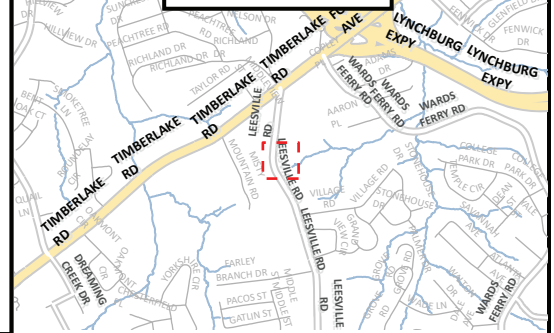
Subject Property

215 Foot Buffer

B-1	I-1	R-1
B-3	I-2	R-2
B-4	I-3	R-3
B-5	IN-1	R-4
R-C	IN-2	

MAP SCALE: 1:1,104 DATE PRINTED: 2/24/2026

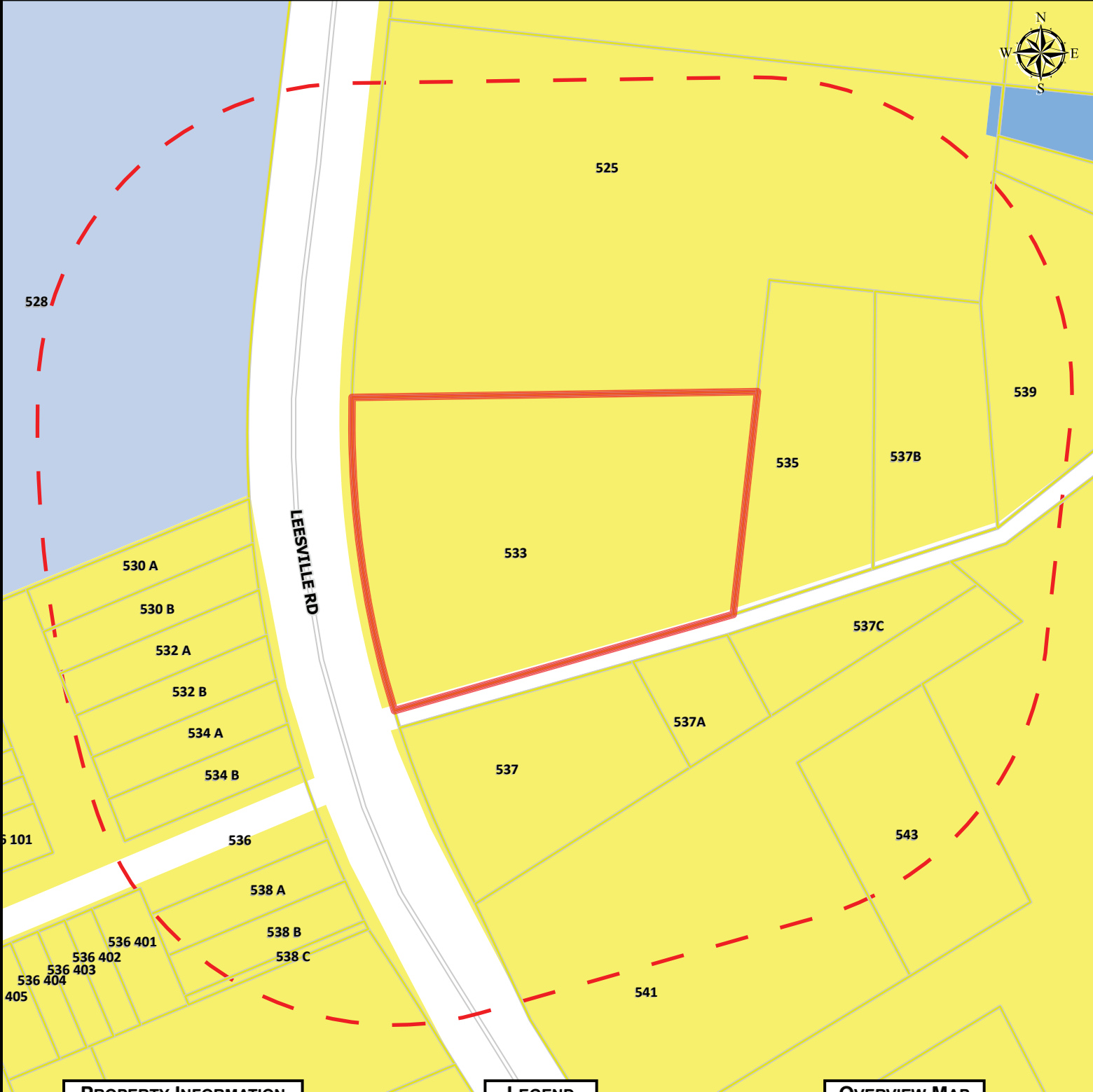
OVERVIEW MAP



533 Leesville Road

Parcel ID	Address	Owner
24808024	543 LEESVILLE RD	MADONIA, FAYE P LIFE ESTATE SANDIDGE, GREGORY SCOTT
24808021	537 LEESVILLE RD	PRIME REAL ESTATE INVESTMENTS LLC
24808037	537 A LEESVILLE RD	PRIME REAL ESTATE INVESTMENTS LLC
24808023	541 LEESVILLE RD	MADONIA, FAYE P LIFE ESTATE SANDIDGE, GREGORY SCOTT
24808022	537 C LEESVILLE RD	PRIME REAL ESTATE INVESTMENTS LLC
24808026	553 LEESVILLE RD	C & P TELEPHONE
24808018	537 B LEESVILLE RD	PRIME REAL ESTATE INVESTMENTS LLC
24808017	535 LEESVILLE RD	PRIME REAL ESTATE INVESTMENTS LLC
24808019	539 LEESVILLE RD	PRIME REAL ESTATE INVESTMENTS LLC
24809004	528 LEESVILLE RD	BEULAH BAPTIST CHURCH
24807001	3101 WARDS FERRY RD	CITY OF LYNCHBURG CITY MANAGER'S OFFICE
24808015	533 LEESVILLE RD	RAA ENTERPRISES LLC
24808013	525 LEESVILLE RD	PERIODONTAL LAND PARTNERS
24809028	540 LEESVILLE RD	POP, EFRAIN SACBA
24809036	538 LEESVILLE RD B	SUNDANCE DESIGN & BUILD LLC
24809037	536 LEESVILLE RD 401	SUNDANCE DESIGN & BUILD LLC
24809035	538 LEESVILLE RD A	SUNDANCE DESIGN & BUILD LLC
24809034	534 LEESVILLE RD B	SUNDANCE DESIGN & BUILD LLC
24809033	534 LEESVILLE RD A	SUNDANCE DESIGN & BUILD LLC
24809032	532 LEESVILLE RD B	SUNDANCE DESIGN & BUILD LLC
24809031	532 LEESVILLE RD A	SUNDANCE DESIGN & BUILD LLC
24809005	536 LEESVILLE RD	TOWNS AT MISTY MOUNTAIN OWNERS' ASSOC INC C/O BRYCE L HARKER, PRESIDENT
24809030	530 LEESVILLE RD B	SUNDANCE DESIGN & BUILD LLC
24809029	530 LEESVILLE RD A	SUNDANCE DESIGN & BUILD LLC
24809092	538 LEESVILLE RD C	SUNDANCE DESIGN & BUILD LLC

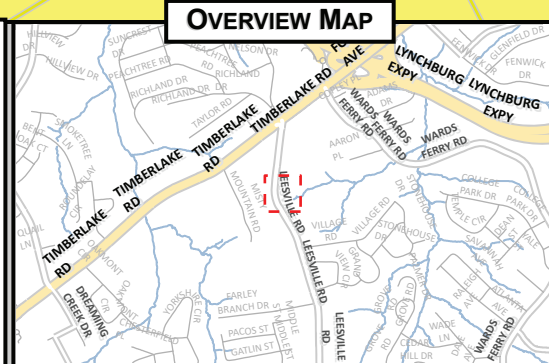
533 LEESVILLE RD
True Customs, LLC



PROPERTY INFORMATION	
PARCEL ID	ADDRESS
24808015	533 LEESVILLE RD

LEGEND

- Local Historic District (Hatched pattern)
- Traditional Residential (Brown)
- Low Density Residential (Light Yellow)
- Medium Density Residential (Yellow)
- High Density Residential (Dark Yellow)
- Neighborhood Commercial (Orange)
- Community Commercial (Red)
- Employment 1 (Light Purple)
- Employment 2 (Dark Purple)
- Downtown (Light Orange)
- Institution (Light Blue)
- Public Use (Blue)
- Public Parks (Green)
- Resource Conservation (Light Green)
- Mixed Use (Yellow and Black diagonal stripes)



Watershed

533 LEESVILLE RD

TRC

True Customs, LLC



PROPERTY INFORMATION

PARCEL ID

ADDRESS

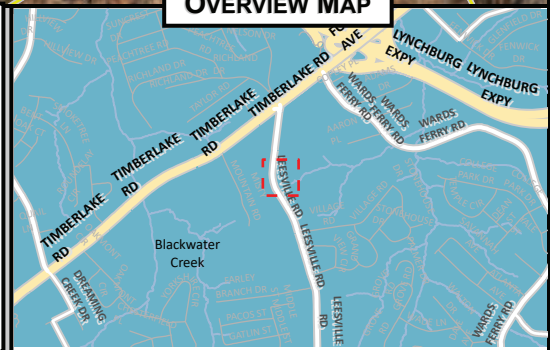
24808015 533 LEESVILLE RD

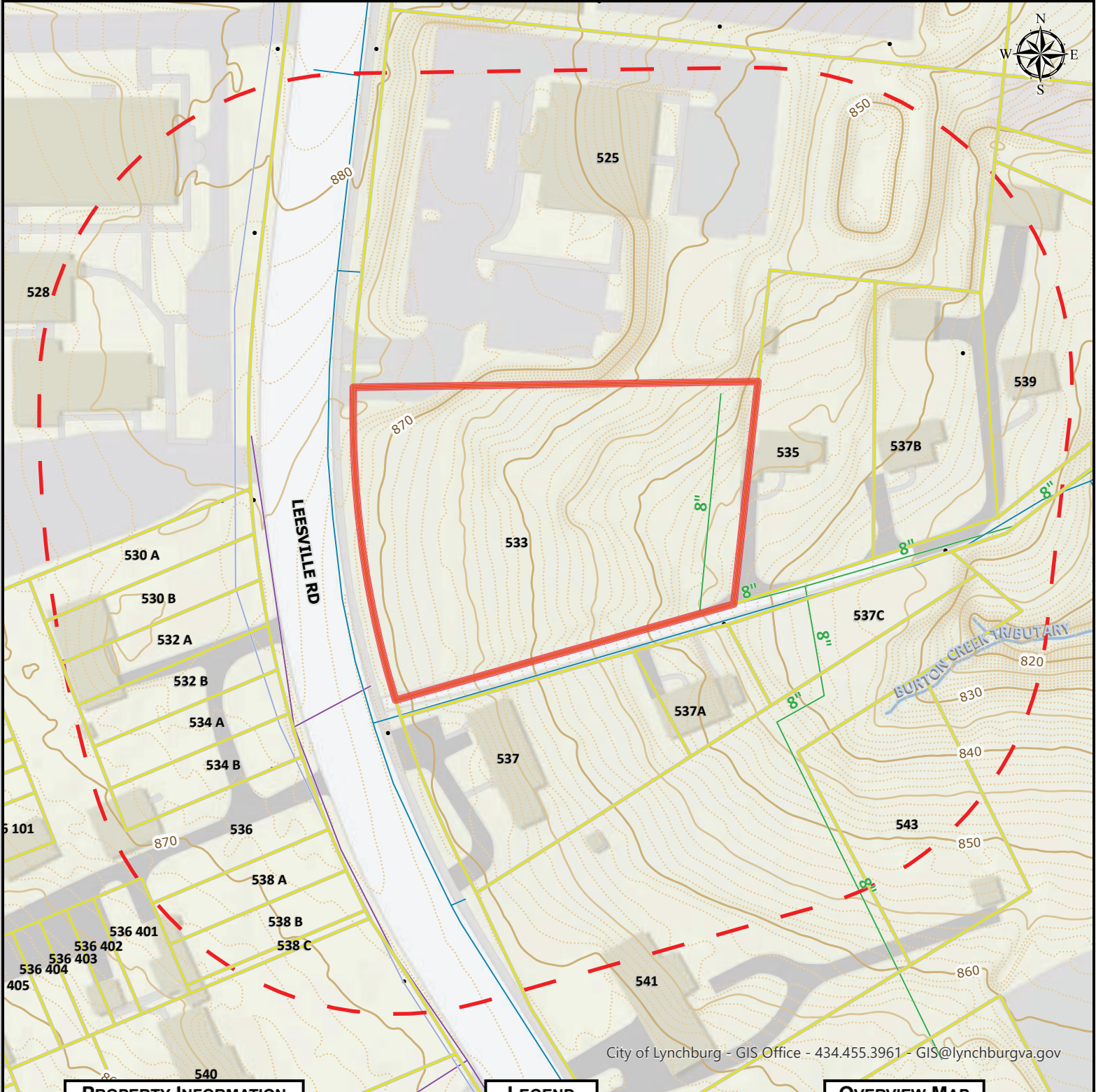
LEGEND

- Subject Property
- Base Flood Elevation
- Floodway
- Floodzone
- River / Lake / Stream

MAP SCALE: 1:1,104 DATE PRINTED: 2/24/2026

OVERVIEW MAP





City of Lynchburg - GIS Office - 434.455.3961 - GIS@lynchburgva.gov

PROPERTY INFORMATION

PARCEL ID	ADDRESS
24808015	533 LEESVILLE RD

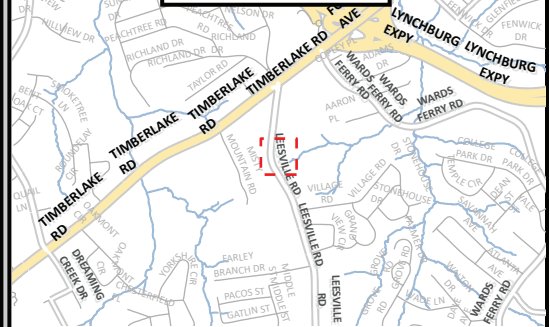
LEGEND

	Active	Proposed	Abandoned
Utilities	Water	Sanitary	Storm
Planimetrics	Structure	Roadway	Parking
Topography	Contour	100'	50'

	Paved	Unpaved	Other
Structure	Roadway	Parking	Sidewalk
Topography	Contour	100'	50'

MAP SCALE: 1:1,104 DATE PRINTED: 2/24/2026

OVERVIEW MAP



17 W. Nelson Street
Lexington, Virginia 24450

540-464-9001



317 Brook Park Place
Forest, Virginia 24551

434-525-5985

pno@perkins-orrison.com

May 15, 2026

Rachel Frischeisen
City Planner
City of Lynchburg, Dept. of Community Development
900 Church Street
Lynchburg, VA 24504

RE: Rezoning Narrative
533 Leesville Rd

Dear Mrs. Frischeisen,

I am submitting this request on behalf of RAA Enterprises LLC (RAA). RAA intends to develop this site as rental office space, with a primary focus on medical office users. The adjoining property at 525 Leesville Road is currently developed as a dental office.

The site at 525 Leesville Road was originally designed with the intent of sharing an entrance with the subject parcel. The developer's goal is to provide parking in front of the proposed building. While front parking is not permitted under the current B-1 district regulations, it was part of the original design intent for the site. Allowing parking in the front would create visual symmetry between the two properties.

Additionally, the proposed RAA building is planned as a two-story structure. Locating parking in front of the building will better serve the intended uses, particularly by improving accessibility for all users, including those accessing the upper floor.

The range of uses proposed for this building is consistent with permitted B-1 uses. This rezoning request is not intended to expand allowable uses, but rather to permit front parking consistent with the original site design concept.

Should you have any questions regarding this submission, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman B. Walton, Jr.", is placed below the word "Sincerely,".

Norman B. Walton, Jr., P. E.
Perkins & Orrison, Inc.

NOTES:

OWNER/DEVELOPER: RAA ENTERPRISES LLC
 ADDRESS: 533 LEESVILLE RD
 PID: 24808015
 DOC#: 250007247
 ACREAGE: 1.105

- EXISTING ZONING: B-1
- PROPOSED ZONING: B-3C
- EXISTING USE: VACANT
- PROPOSED USE: PROFESSIONAL OFFICES, CONSULTING SERVICES, HEALTH AND PERSONAL CARE, FINANCIAL ESTABLISHMENT, REAL ESTATE OFFICE, PERSONAL CARE OR OTHER SUCH B1 USES.
- WATER SERVICE: PUBLIC WATER (AVAILABLE TO SITE)

- SANITARY SERVICE: PUBLIC SEWER (AVAILABLE TO SITE)

- SETBACKS/LOT REQUIREMENTS FOR B-3:

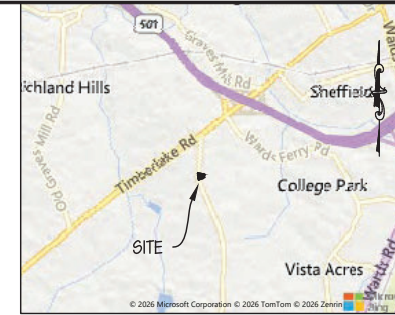
FRONT YARD: 20'
 SIDE YARD, INTERIOR: 0'
 SIDE YARD, EXTERIOR: 20'
 REAR YARD: 50' (ABUTS R1 ZONED PARCEL)
 MAXIMUM BUILDING HEIGHT - 40'
 MINIMUM LOT WIDTH AT FRONT PROPERTY LINE: NONE
 MINIMUM LOT AREA: 6,000 SF
 MAXIMUM LOT COVERAGE = NONE
 PROPOSED LOT COVERAGE = TBD

- BOUNDARY INFORMATION TAKEN FROM PLAT OF RECORD
- TOPOGRAPHY BASED UPON AVAILABLE INFORMATION.

- PROPERTY DOES NOT LIE IN THE 100-YEAR FLOODPLAIN (UNSHADED ZONE X). THE SITE IS
- IN THE FLOOD PLAIN UNSHADED "X" PER THE FIRM PANEL #5100930102D DATED 06/03/2006.

- EMAIL LIST
 NWALTON@PERKINS-ORRISON.COM

REZONING FOR 533 LEESVILLE ROAD CITY OF LYNCHBURG, VIRGINIA



VICINITY MAP - 1"=500'

PID: 24808013
 PERIODONTAL LAND PARTNERS
 525 LEESVILLE RD
 DOC#: 070012246
 ZONING = B-1
 USE: COMMERCIAL - MEDICAL OFFICE

PID: 24808017
 PRIME REAL ESTATE INVESTMENTS LLC
 535 LEESVILLE ROAD
 DOC#: 250004818
 ZONING = R-3
 USE: RESIDENTIAL - DETACHED SINGLE FAMILY

PID: 24809004
 BEULAH BAPTIST CHURCH
 528 LEESVILLE RD
 DOC#: 250001791
 ZONING = R-3, B-3
 USE: RELIGIOUS

1 PID: 24809029
 GUNDANCE DESIGN & BUILD LLC
 530 LEESVILLE RD
 DOC#: 260003519
 ZONING = R-3
 USE: RESIDENTIAL

2 PID: 24809030
 GUNDANCE DESIGN & BUILD LLC
 530 LEESVILLE RD
 DOC#: 260003519
 ZONING = R-3
 USE: RESIDENTIAL

3 PID: 24809031
 GUNDANCE DESIGN & BUILD LLC
 532 LEESVILLE RD
 DOC#: 260003519
 ZONING = R-3
 USE: RESIDENTIAL

4 PID: 24809032
 GUNDANCE DESIGN & BUILD LLC
 532 LEESVILLE RD
 DOC#: 260003519
 ZONING = R-3
 USE: RESIDENTIAL

5 PID: 24809033
 GUNDANCE DESIGN & BUILD LLC
 534 LEESVILLE RD
 DOC#: 250004818
 ZONING = R-3
 USE: RESIDENTIAL

6 PID: 24809034
 GUNDANCE DESIGN & BUILD LLC
 534 LEESVILLE RD
 DOC#: 260003519
 ZONING = R-3
 USE: RESIDENTIAL

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C1	217.19'	686.20'	N07°12'46"W	216.28'	18°08'04"

POINT OF BEGINNING

PID: 24808021
 PRIME REAL ESTATE INVESTMENTS LLC
 537 LEESVILLE RD
 DOC#: 250004818
 ZONING = R-3
 USE: RESIDENTIAL - DETACHED SINGLE FAMILY

PID: 24808037
 PRIME REAL ESTATE INVESTMENTS LLC
 DOC#: 250004818
 ZONING = R-3
 USE: RESIDENTIAL - DETACHED SINGLE FAMILY

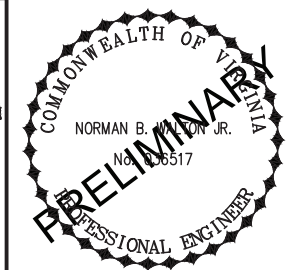
SHEET INDEX:

SHEET	SHEET NO.	SHEET TITLE
C-100	1 OF 3	COVER SHEET
C-101	2 OF 3	SITE LAYOUT
C-103	3 OF 3	LANDSCAPE PLAN



17 W. NELSON STREET
 LEXINGTON, VIRGINIA 24450
 PHONE: 540-464-9001 FAX: 540-464-5009
 EMAIL: PNO@PERKINS-ORRISON.COM

317 BROOK PARK PLACE
 FOREST, VIRGINIA 24551
 PHONE: 434-525-5985 FAX: 434-525-5986



NOT FOR CONSTRUCTION

JOB:

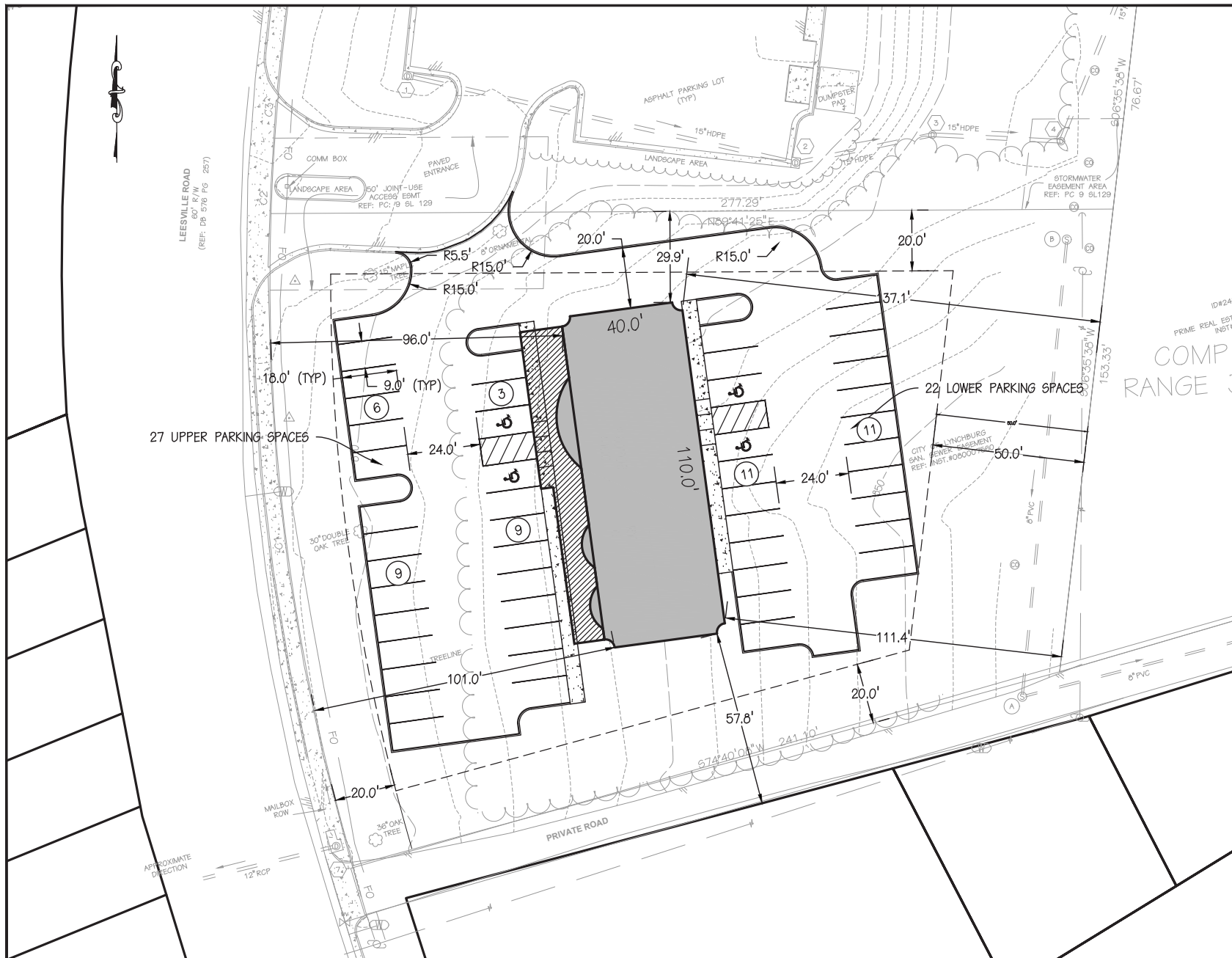
533 LEESVILLE ROAD
 REZONING PLAN
 LYNCHBURG, VA

CLIENT:
 TRUE CUSTOM, INC.

MARK	DATE	DESCRIPTION
1	06/24/26	COMMENTS FROM CITY
ISSUE:	05/15/26	
CONTOUR INTERVAL:	2'	
DRAWN BY:	CWW/NBW	
CHECKED BY:	NBW	

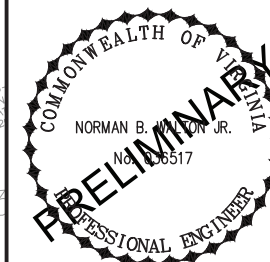
COVER SHEET

GRAPHIC SCALE	
0	50 100
1"=50'	
JOB NO	24352
SHEET NO	1 of 3



17 W. NELSON STREET
LEXINGTON, VIRGINIA 24450
PHONE: 540-464-9001 FAX: 540-464-5009
EMAIL: PNO@PERKINS-ORRISON.COM

317 BROOK PARK PLACE
FOREST, VIRGINIA 24551
PHONE: 434-525-5985 FAX: 434-525-5986



NOT FOR CONSTRUCTION

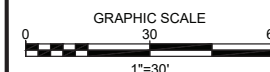
JOB:
**533 LEESVILLE ROAD
REZONING PLAN**

LYNCHBURG, VA

CLIENT:
TRUE CUSTOM, INC.

1	06/24/26	COMMENTS FROM CITY
MARK	DATE	DESCRIPTION
ISSUE:	05/15/26	
CONTOUR INTERVAL:	2'	
DRAWN BY:	CWW/NBW	
CHECKED BY:	NBW	

REZONING PLAN

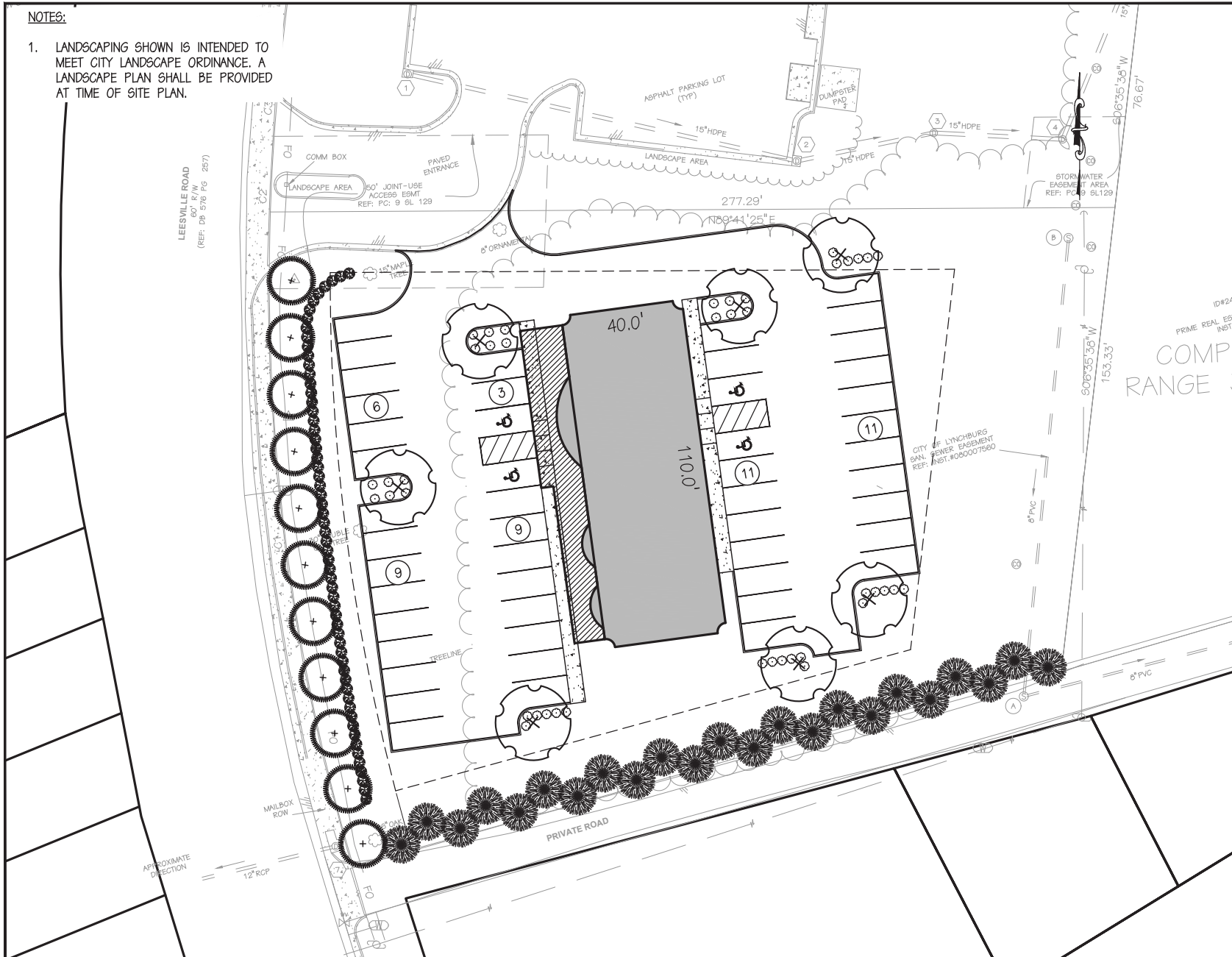


JOB NO 24352 SHEET NO 2 of 3

P:\2024\24352-533 Leesville for Zach Baldrada\DWG\C-RZ-24352.dwg 7/7/2026 4:21 PM

NOTES:

1. LANDSCAPING SHOWN IS INTENDED TO MEET CITY LANDSCAPE ORDINANCE. A LANDSCAPE PLAN SHALL BE PROVIDED AT TIME OF SITE PLAN.



17 W. NELSON STREET
LEXINGTON, VIRGINIA 24450
PHONE: 540-464-9001 FAX: 540-464-5009
EMAIL: PNO@PERKINS-ORRISON.COM

317 BROOK PARK PLACE
FOREST, VIRGINIA 24551
PHONE: 434-525-5985 FAX: 434-525-5986



NOT FOR CONSTRUCTION

JOB:

533 LEESVILLE ROAD
REZONING PLAN

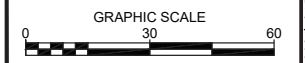
LYNCHBURG, VA

CLIENT:

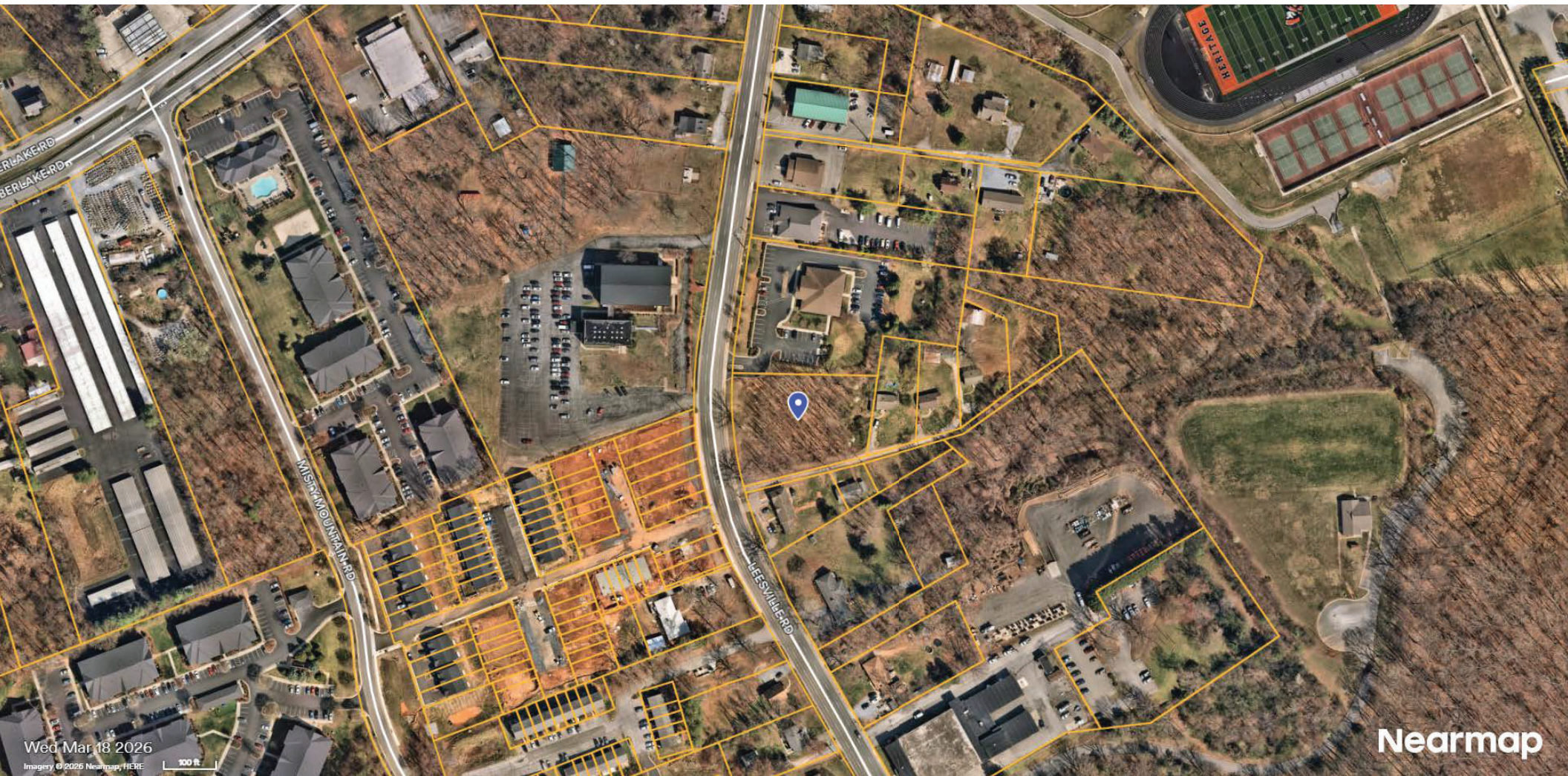
TRUE CUSTOM, INC.

MARK	DATE	DESCRIPTION
1	06/24/26	COMMENTS FROM CITY
ISSUE: 05/15/26		
CONTOUR INTERVAL: 2'		
DRAWN BY: CWW/NBW		
CHECKED BY: NBW		

LANDSCAPE PLAN



JOB NO 24352 SHEET NO 3 of 3



Rezoning
533 Leesville Road
July 8, 2026

PLEASE PRINT CLEARLY

NAME	ADDRESS	PHONE	IN FAVOR	IN OPPOSITION	NEUTRAL
Norm Wagon					

AGENDA ITEM SUMMARY**MEETING DATE**

August 25, 2026

PRESENTED BY

Alicia Finney-Andrews, Clerk of Council

AGENDA ITEM # III.5

Boards and Commissions Quarterly Reporting

RECOMMENDATION

Review upcoming September and October appointments and any outstanding vacancies to Council-appointed boards and commissions.

SUMMARY

The following volunteer opportunities either currently exist or are upcoming:

- Social Services Advisory Board
- Lynchburg Redevelopment and Housing Authority
- Building Code Appeals Board
- Greater Lynchburg Transit Company Board of Directors

Interested candidates are encouraged to apply by completing our online application at <https://www.lynchburgva.gov/570/Boards-Commissions>. Applications will be taken through Monday, September 14, 2026 and will be kept on file for one year for any future Council consideration unless advised otherwise by the applicant. A closed session is scheduled to be held on September 22, 2026.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

Alicia Finney-Andrews, Clerk of Council

ATTACHMENT(S)

1. Quarterly Reporting_Q3_2026

REVIEWED BY

A handwritten signature in cursive script, reading "Alicia Finney-Andrews".

Alicia Finney-Andrews, Clerk of Council

Date: August 20, 2026

BOARDS AND COMMISSIONS QUARTERLY REPORTING

August 25, 2026



VOLUNTEER OPPORTUNITIES

1. Social Services Advisory Board

- One (1) reappointment
- One (1) upcoming vacancy

2. Lynchburg Redevelopment & Housing Authority

- Two (2) upcoming vacancy
- One (1) current vacancy

3. Building Code Appeals Board

- Two (2) reappointments

4. Greater Lynchburg Transit Company Board of Directors

- Three (3) reappointments

SOCIAL SERVICES ADVISORY BOARD

- Meets the third Tuesday bimonthly (Feb, April, June, Aug, Oct, Dec) at 12:00pm, Human Services Building, 99 9th Street
- Monitors all matters pertaining to citizens' social welfare; monitors the formulation and implementation of social welfare programs; makes recommendations on policy matters concerning social services.
- Can serve up to two (2) consecutive 4-year terms
- Opportunities:
 - One (1) upcoming vacancy
 - One (1) reappointment



Name	No. of Terms Served	Term Expiration Date
Lenora Noell (Ward 1)	2	09/30/2026
LTea Thomans (Ward 1)	1	09/30/2026
Joan Rowe (Ward 1)	2	09/30/2027
Janaye Wagner (Ward 2)	1	09/30/2027
Brenda Farmer (District 3)(Ward 2)	1	09/30/2027
Denise Dempsey (Ward 4)	2	09/30/2028
Aihyana Horsford (Ward 2)	1	09/30/2028
Tammy Callen (Ward 1)	1	09/30/2028
Julie Clark (Ward 1)	1	09/30/2028
Carroll Falls (Ward 1)	1	09/30/2028
Mary Prillaman (Ward 4)	1	09/30/2028
Katheryne Goodman (Ward 4)	2	09/30/2029

LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY

- Meets the 3rd Thursday monthly, 9:30a.m., at LRHA, 1948 Thomson Drive
- Administers housing assistance programs as a political subdivision of the Commonwealth; conducts programs of urban renewal and housing rehabilitation in designated neighborhoods.
- Can serve up to three (3) consecutive 4-year terms
- Opportunities:
 - Two (2) upcoming vacancies
 - One (1) current vacancy



Name	No. of Terms Served	Term Expiration Date
Ray Booth (Ward 3)	2	09/30/2026
Jennifer Wills (Ward 1)	1	09/30/2026
Sterling Wilder	1	09/30/2027
Laura Dupuy (Ward 1)	1	09/30/2027
Marc Schewel (Ward 1)	2	09/30/2028
Angela Cox (Ward 2)	1	09/30/2028
VACANT		

BUILDING CODE APPEALS BOARD

- Meetings scheduled as needed when a ruling on a building or fire code is requested.
- Considers variances/changes/adjustments in the Building Code/Fire Prevention Ordinance; hears appeals from building owners, determines if such buildings should be repaired/vacated/demolished in compliance with Code requirements.
- Can serve up to three (3) consecutive 4-year terms
- Opportunities:
 - Two (2) reappointments



GREATER LYNCHBURG TRANSIT COMPANY

- Meets the first Wednesday of each month at 8:30am at Kemper Street Transfer Center; additional work session
- Formulates policies and operating procedures and offers general supervision of a professional transit management company providing bus service.
- Can serve up to three (3) consecutive 3-year terms
- Opportunities:
 - Three (3) reappointments



Name	No. of Terms Served	Term Expiration Date
Brian Landergan (Ward 4)	2	10/31/2026
Metchi Braun (Assistant to the City Manager)	1	10/31/2026
Gary Dupriest (Ward 4)	1	10/31/2026
Andre Miller (Ward 2)	1	10/31/2027
Christopher Hackman (Ward 2)	1	10/31/2027
Cameron Howe (Ward 1)	3	10/31/2027
Valerie Holmes (Ward 4)	2	10/31/2028
Benjamin Blanks (Ward 2)	3	10/31/2028
Tabatha Sprouse (Amherst Co.)	2	10/31/2028

NEXT STEPS

Closed Session Scheduled – September 22

Collecting applications and resumes through Monday, September 14



Alicia L. Finney-Andrews

CLERK OF COUNCIL

O 434.455.3981

F 434.847.1536

alicia.finney-andrews@lynchburgva.gov



AGENDA ITEM SUMMARY

MEETING DATE

August 25, 2026

PRESENTED BY

Joseph Newland, City Engineer

AGENDA ITEM # IV.6

Leesville Road Speed Study Results

RECOMMENDATION

Hear from a consultant engineering firm, Clark-Nexsen, on the results of a recent speed study on Leesville Road

SUMMARY

At the request of City Council, staff worked with a consultant engineer, Clark-Nexsen, to perform a speed study for Leesville Road.

This study was conducted at four locations along Leesville Road for seven days between March 26th and April 1st for three of the locations and from April 14th to April 20th at a fourth location due to malfunctioning equipment.

Clark-Nexsen will present a PowerPoint presentation and then be available to answer any questions.

PRIOR ACTION(S)

None

FISCAL IMPACT

None at this time

CONTACT(S)

Joseph Newland, City Engineer
Gaynelle Hart, Director of Public Works

ATTACHMENT(S)

1. Leesville Road - Speed Study FINAL

REVIEWED BY

Gaynelle Hart

Date: August 19, 2026

Gaynelle Hart, Director of Public Works



Date: August 20, 2026

Gregory Patrick, Deputy City Manager



Date: August 20, 2026

Alicia Finney-Andrews, Clerk of Council



Lynchburg, Virginia

Leesville Road Speed Study

Date: August 25, 2026

PRESENTED TO: City of Lynchburg

How a Road Works In Relation to Speed and Safety

Road Design Influences Speed

Drivers naturally choose speeds based on how a road feels, not just the posted speed limit.

Factors that encourage higher speeds include:

- Wider lanes
- Long, straight stretches
- Few intersections
- Wide shoulders
- Limited roadside obstacles

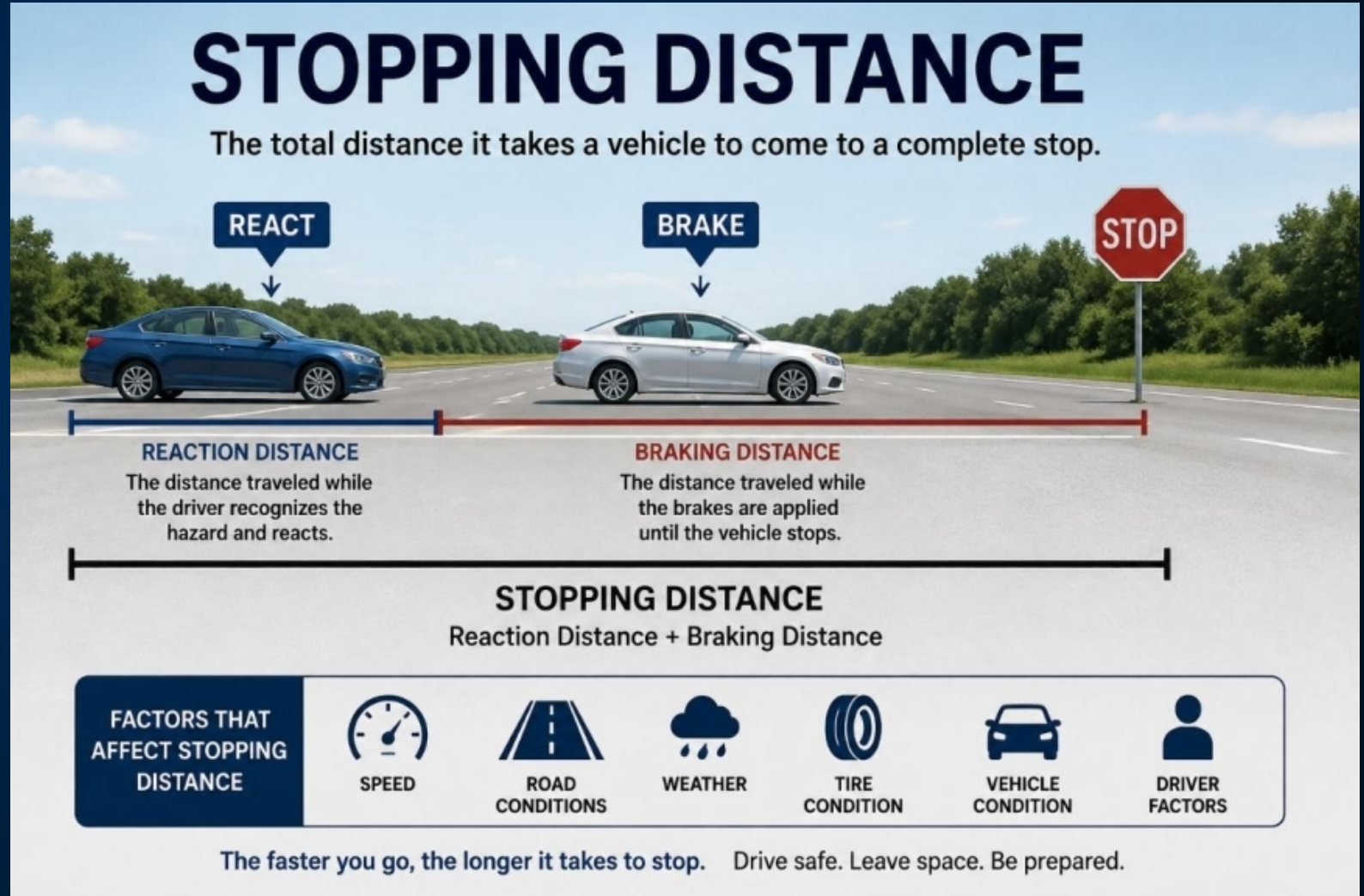


How a Road Works In Relation to Speed and Safety

Speed Affects Safety

As speed increases:

- Stopping distance increases.
- Drivers have less time to react.
- Crash forces become more severe.



How a Road Works In Relation to Speed and Safety

Road Safety Features

- Vehicular
 - Guardrails
 - Median barriers
 - High-Visibility Signs
- Pedestrians/Bicyclists
 - Sidewalks
 - Crosswalks
 - Bike lanes
 - Separated bike lanes



How a Road Works In Relation to Speed and Safety

Speed Management

A safe speed depends on:

- Road geometry
- Traffic volume
- Presence of pedestrians and cyclists
- Sight distance
- Weather conditions

Speed management

tools include:

- Speed limits
- Road geometry
- Physical features (medians)
- Lane narrowing
- Signage and pavement markings



How a Road Works In Relation to Speed and Safety

Transportation Engineering Principle

Road design should match the desired operating speed.

- If a road is designed like a highway but posted at 35 mph, many drivers will exceed the limit.
- When design and speed expectations match, roads tend to be both safer and more efficient.

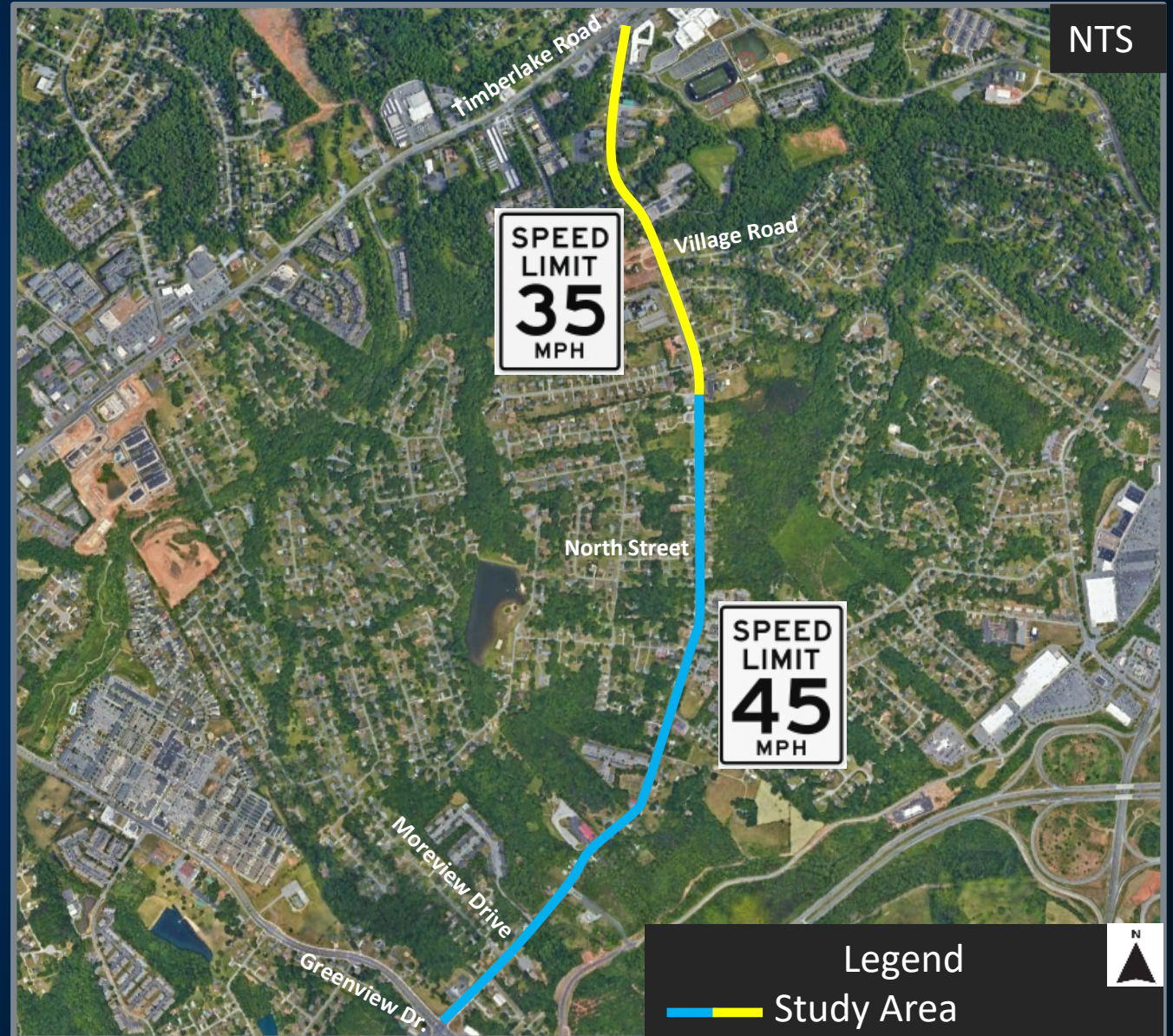
Road design influences speed, speed influences crash risk and severity.

The optimal condition balances meeting operational requirements with safety.



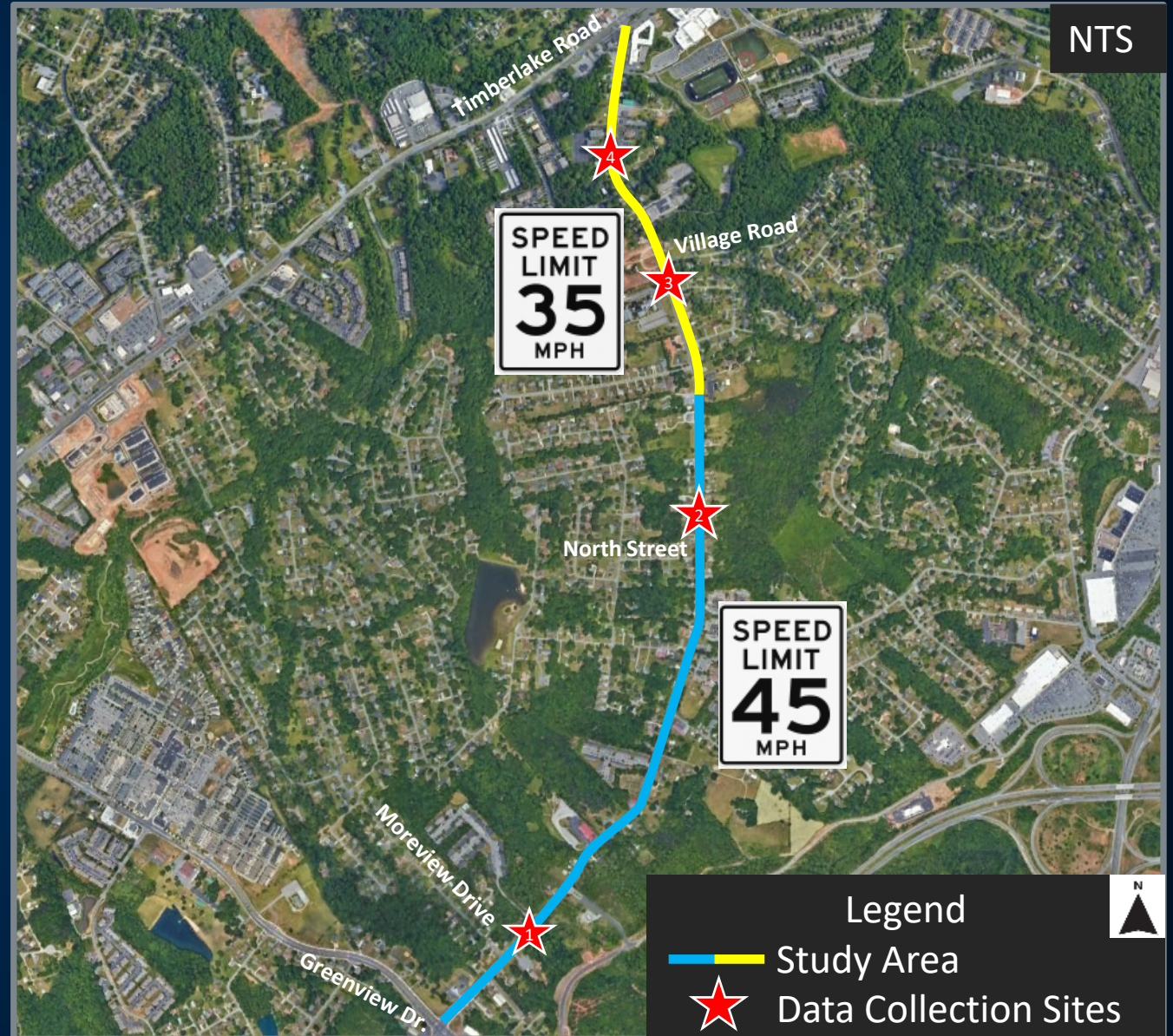
Study Area

- City of Lynchburg
- 2.2 miles of Leesville Road between Airport Road and Timberlake Road
- Four lanes undivided
- 2026 ADT: 10,000 Vpd
- Posted Speed: 35 MPH - 45 MPH



Speed Data Collection

- Four Locations (NB and SB):
 - 230' N of Moreview Drive
 - 400' N of North Street
 - 200' S of Village Road
 - 1530' S of Timberlake Road
- For 7 days
- Mar. 26 – Apr. 1, 2026
- Apr. 14 – Apr. 20, 2026



Speed Data

Site	Location	Direction	Speed Limit (MPH)	85 th Percentile Speed (MPH)							Average Speed (MPH) 50th Percentile	Average Speed (MPH) 85th Percentile	Pace Speed ¹ (MPH)	#in Sample Size	Daily Sample Size Average
				Thursday (3/26/26)	Friday (3/27/2026)	Saturday (3/28/2026)	Sunday (3/29/2026)	Monday (3/30/2026)	Tuesday (3/31/2026)	Wednesday (4/1/2026)					
1	230' North of Moreview Drive	Northbound	45	52.1	52.3	52.5	50.8	52.4	53.0	52.0	46.3	52.2	40-50	35,571	5,082
		Southbound	45	51.0	50.1	49.8	49.4	50.1	50.2	49.7	44.8	50.0	40-50	35,002	5,000
		Combined	45	51.6	51.2	51.2	50.1	51.3	51.6	50.9	45.6	51.1	40-50	70,573	10,082
2	400' North of North Street	Northbound	45	51.8	52.3	52.4	51.7	52.1	52.4	50.5	45.7	51.9	40-50	34,283	4,898
		Southbound	45	50.3	50.7	50.7	49.5	50.3	49.9	49.2	44.1	50.1	40-50	33,207	4,744
		Combined	45	51.1	51.5	51.6	50.6	51.2	51.2	49.9	44.9	51.0	40-50	67,490	9,641
3	200' South of Village Road	Northbound	35	43.9	43.9	43.9	43.5	44.5	44.8	43.7	38.5	44.0	35-45	33,962	4,852
		Southbound	35	45.4	45.4	45.6	44.5	45.9	44.9	44.6	39.6	45.2	35-45	32,693	4,670
		Combined	35	44.7	44.7	44.8	44.0	45.2	44.9	44.2	39.1	44.6	35-45	66,655	9,522
Site	Location	Direction	Speed Limit (MPH)	Tuesday (4/14/2026)	Wednesday (4/15/2026)	Thursday (4/16/2026)	Friday (4/17/2026)	Saturday (4/18/2026)	Sunday (4/19/2026)	Monday (4/20/2026)	Average Speed (MPH) 50th Percentile	Average Speed (MPH) 85th Percentile	Pace Speed ¹ (MPH)	#in Sample Size	Daily Sample Size Average
4	1530' South of Timberlake Road ²	Northbound	35	42.6	43.5	43.8	43.9	44.6	44.6	43.9	38.3	43.8	35-45	36,577	5,225
		Southbound	35	43.0	44.0	43.9	43.8	44.3	44.3	43.9	38.9	43.9	35-45	34,878	4,983
		Combined	35	42.8	43.8	43.9	43.9	44.5	44.5	43.9	38.6	43.9	35-45	71,455	10,208

1. Pace speed for areas with a speed limit of **45 MPH** ranges from 61.2% to 72.4% of total vehicles. Pace speed for areas with a speed limit of **35 MPH** ranges from 61.6% to 77.6%

2. Site 4 was recounted from 4/14/2026 through 4/20/2026.

Speed Data Summerized

Site	Location	Direction	Speed Limit (MPH)	Average Speed (MPH) 50th Percentile	Average Speed (MPH) 85th Percentile	Pace Speed ¹ (MPH)
1	230' North of Moreview Drive	Northbound	45	46.3	52.2	40-50
		Southbound	45	44.8	50.0	40-50
		Combined	45	45.6	51.1	40-50
2	400' North of North Street	Northbound	45	45.7	51.9	40-50
		Southbound	45	44.1	50.1	40-50
		Combined	45	44.9	51.0	40-50
3	200' South of Village Road	Northbound	35	38.5	44.0	35-45
		Southbound	35	39.6	45.2	35-45
		Combined	35	39.1	44.6	35-45
Site	Location	Direction	Speed Limit (MPH)	Average Speed (MPH) 50th Percentile	Average Speed (MPH) 85th Percentile	Pace Speed ¹ (MPH)
4	1530' South of Timberlake Road ²	Northbound	35	38.3	43.8	35-45
		Southbound	35	38.9	43.9	35-45
		Combined	35	38.6	43.9	35-45

1. Pace speed for areas with a speed limit of **45 MPH** ranges from 61.2% to 72.4% of total vehicles. Pace speed for areas with a speed limit of **35 MPH** ranges from 61.6% to 77.6%

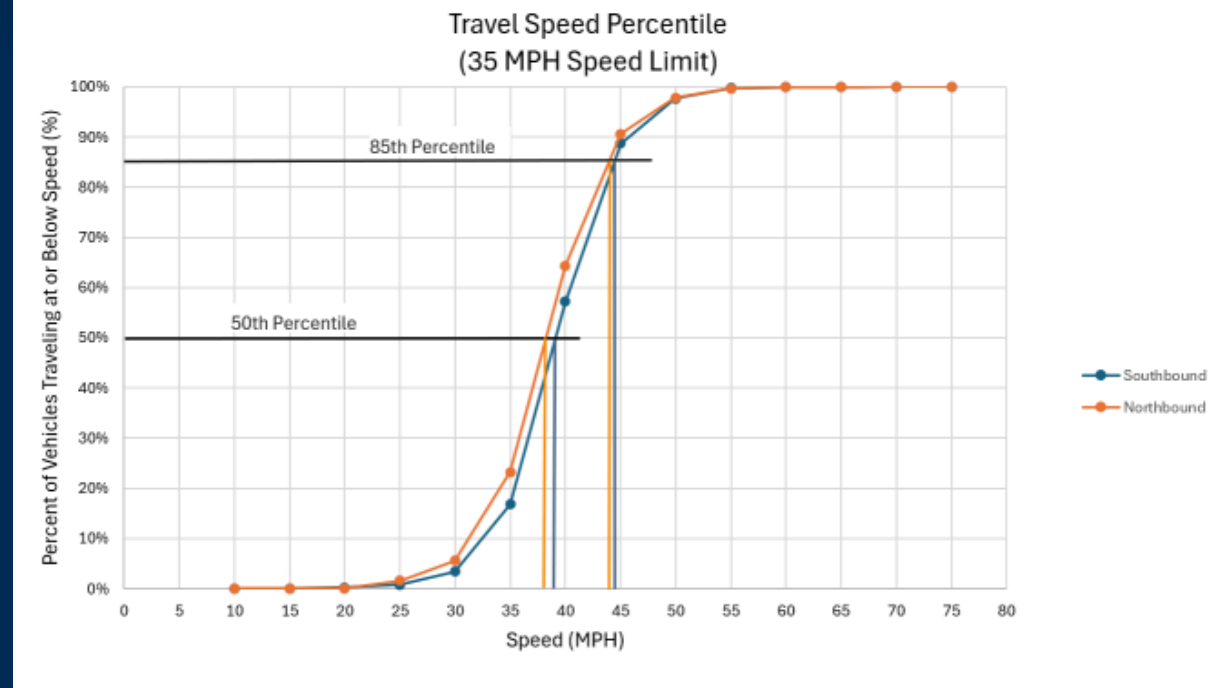
2. Site 4 was recounted from 4/14/2026 through 4/20/2026.

Travel Speed Percentiles

35 MPH

35 (MPH) 85th Percentile Speed

Speed	Counted Vehicles		Number of Vehicles Traveling at or below		Percent of Vehicles Traveling at or Below Speed (%)	
	Northbound	Southbound	Northbound	Southbound	Northbound	Southbound
75	5	5	70539	67548	100%	100%
70	8	8	70534	67543	100%	100%
65	42	15	70526	67535	100%	100%
60	194	165	70484	67520	100%	100%
55	1283	1357	70290	67355	100%	100%
50	5088	6084	69007	65998	98%	98%
45	18536	21283	63919	59914	91%	89%
40	28999	27257	45383	38631	64%	57%
35	12444	9085	16384	11374	23%	17%
30	2810	1743	3940	2289	6%	3%
25	629	411	1130	546	2%	1%
20	272	92	4	135	0%	0%
15	118	27	1	5	0%	0%
10	111	16	0	3	0%	0%

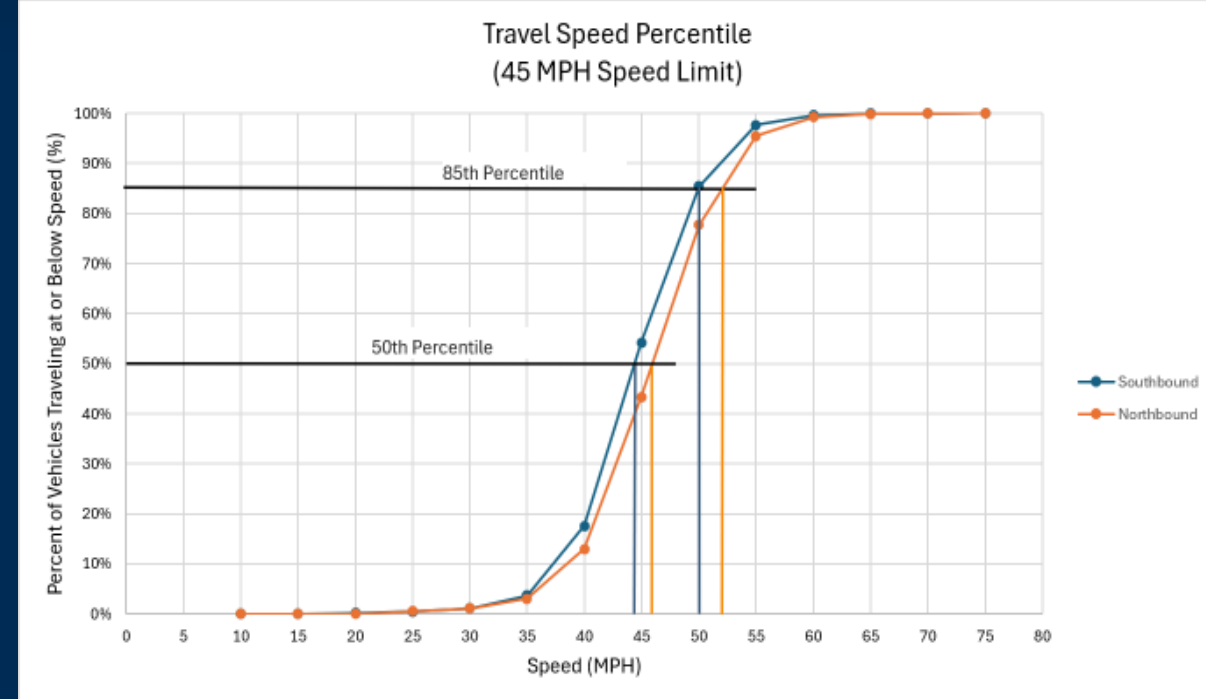


Travel Speed Percentiles

45 MPH

45 (MPH) 85th Percentile Speed

Speed	Counted Vehicles		Number of Vehicles Traveling at or below speed		Percent of Vehicles Traveling at or Below Speed	
	Northbound	Southbound	Northbound	Southbound	Northbound	Southbound
75	12	13	69854	68209	100%	100%
70	58	49	69842	68196	100%	100%
65	461	222	69784	68147	100%	100%
60	2630	1315	69323	67925	99%	100%
55	12445	8352	66693	66610	95%	98%
50	23937	21270	54248	58258	78%	85%
45	21215	24975	30311	36988	43%	54%
40	6984	9505	9096	12013	13%	18%
35	1342	1721	2112	2508	3%	4%
30	388	450	770	787	1%	1%
25	276	206	382	337	1%	0%
20	55	84	4	131	0%	0%
15	37	26	1	5	0%	0%
10	14	21	0	3	0%	0%



Travel Speed Percentiles Summary

Travel Speed Percentile – 35 MPH

Northbound

- 85th Percentile Speed = 43.9 MPH

Southbound

- 85th Percentile Speed = 44.6 MPH



Travel Speed Percentile – 45 MPH

Northbound

- 85th Percentile Speed = 52.1 MPH

Southbound

- 85th Percentile Speed = 50.1 MPH



Works In Relation to Speed and Safety

Crash History

Leesville Rd. - 35 MPH Zone

- 9 Year Period
 - 1 Severe injury

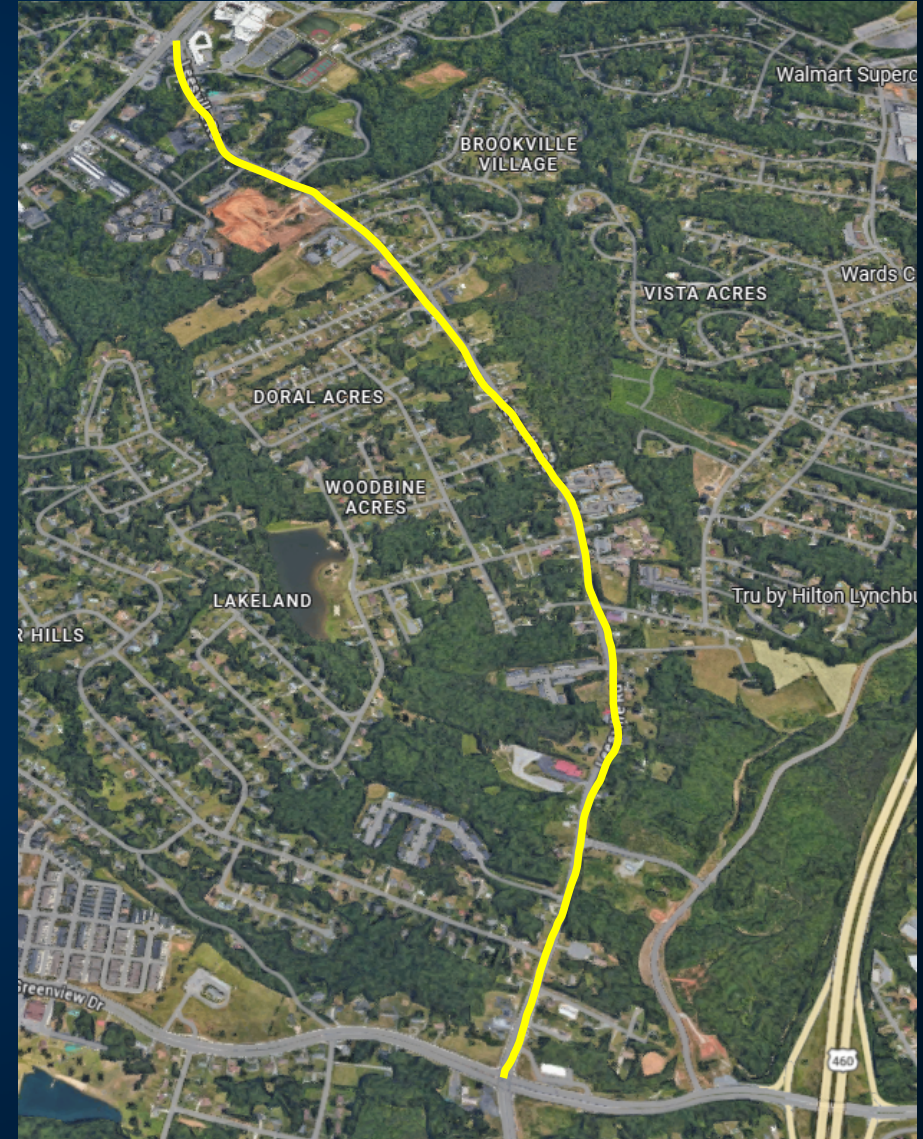
Leesville Rd. – 45 MPH Zone

- 9 Year Period
 - 2 Fatal Injuries
 - 4 Severe Injuries

How a Road Works In Relation to Speed and Safety

Transportation Engineering Principle

- Road design should match the desired operating speed.
- Balance operational requirements with safety.



How a Road Works In Relation to Speed and Safety

Leesville Road Safety Features

- Design and speed expectations are closely aligned
- Increase in speed limit on northern would be justified



Thank you!

Questions?



AGENDA ITEM SUMMARY

MEETING DATE

August 25, 2026

PRESENTED BY

Rachel Frischeisen, City Planner

AGENDA ITEM # IV.7

Comprehensive Plan Update

RECOMMENDATION

Staff will provide an update on the City's Comprehensive Plan.

SUMMARY

City staff will provide an overview of the emerging themes and recommendations in the draft Comprehensive Plan.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

Rachel Frischeisen, City Planner

ATTACHMENT(S)

1. Presentation

REVIEWED BY

William Martin, Community Development Director

Date: August 18, 2026

Kent White, Assistant City Manager

Date: August 18, 2026



Alicia Finney-Andrews, Clerk of Council

Date: August 20, 2026

COMPREHENSIVE PLAN UPDATE

Tuesday, August 25, 2026



BACKGROUND

- What is a Comprehensive Plan?
- Why update it?
- What is the process?
 - Input & Data Gathering
 - Plan Drafting
 - Reviewing & Refining



WHERE ARE WE IN THE PROCESS?

Phase 1

Input & Data Gathering

Phase 2

Drafting

Phase 3

Reviewing & Refining

Plan
Kickoff

Data
Gathering

Community
Engagement

Plan
Drafting

Community
Feedback

Refinement
& Adoption

✓ Kickoff with
Staff

✓ Kickoff with
PC & EDA

✓ Plan Diagnostic

✓ Community
Profile

✓ City Department
Interviews

✓ City Council
Retreat &
Interviews

✓ Project Website

✓ Public Survey

✓ 4 Public
Workshops

✓ 8 Focus Groups

We are here

We are here

☐ 5 Work sessions
with PC

☐ Drafts Posted
Online for Public
Review

☐ Public Open
House

☐ VDOT Review

☐ Tentative
Review Work
session with PC
& CC

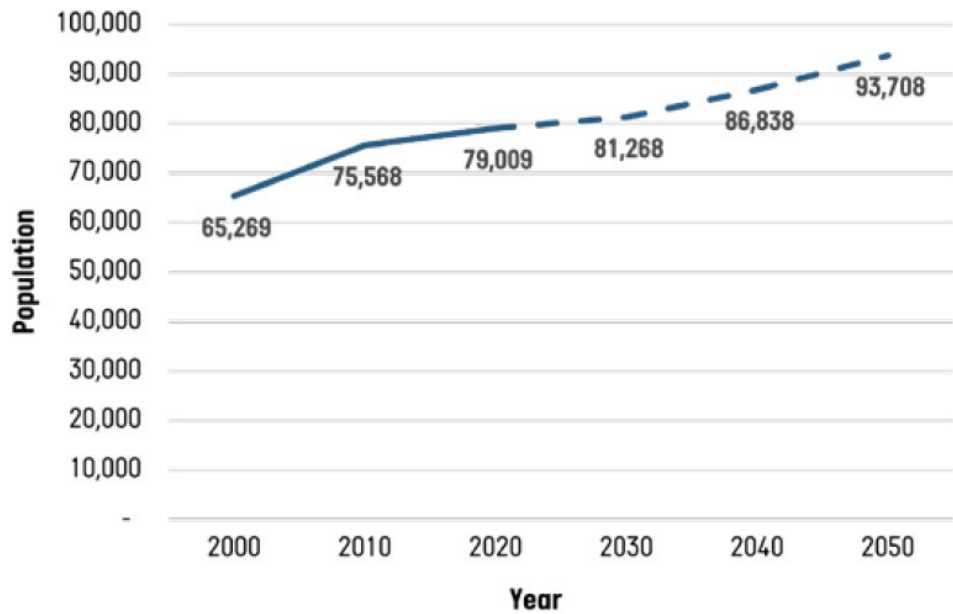
☐ PC Public
Hearing

☐ CC Public
Hearing

THEMES

- Public Safety
- Infrastructure
- Schools
- Housing
- Mobility & Connectivity
- Economic Development
- Quality of Life



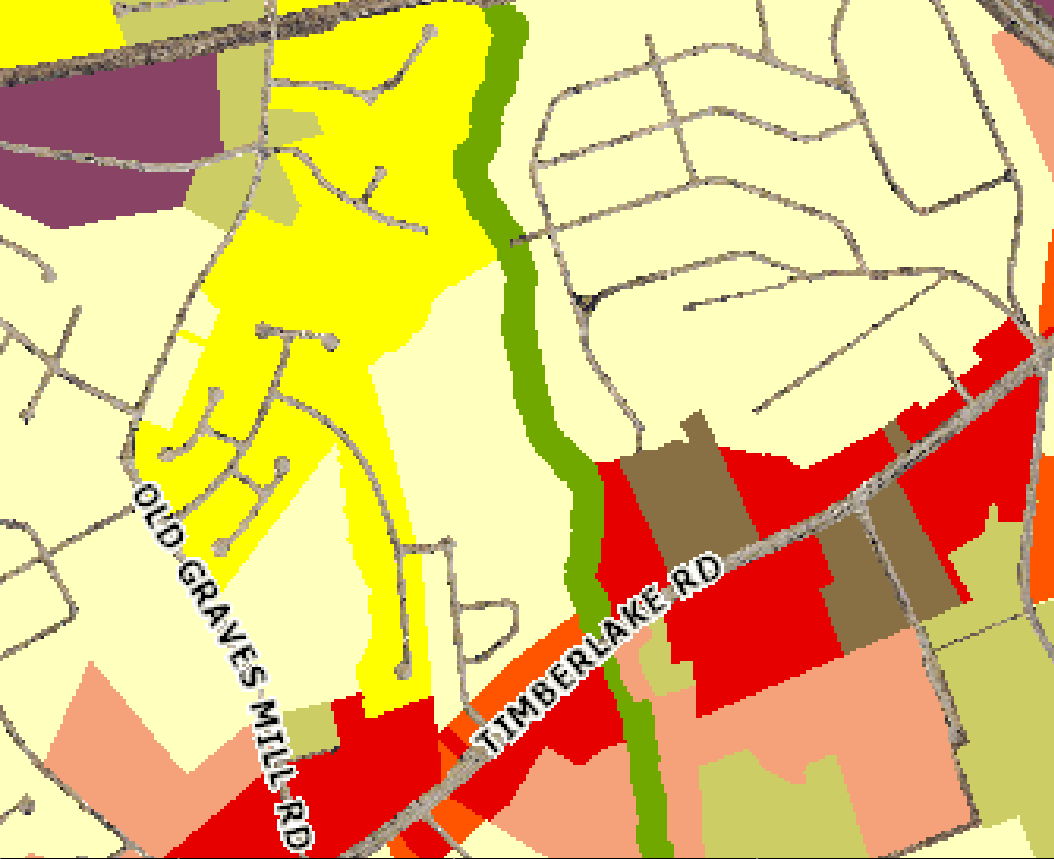


Only 21% of survey respondents agreed that
“Lynchburg offers sufficient housing that
meets the needs of residents of all incomes”

Only 25% of survey respondents agreed that
“There is sufficient housing available in
Lynchburg”

HOUSING DEMAND

- 2020 Population: 79,009
- 2050 Population Estimate: 93,708
- Challenges if housing stock does not keep up with demand:
 - Stifled growth
 - Increased housing demand → housing becomes less affordable → more cost-burdened households
 - Growth pushed to surrounding counties (commercial/industrial follows residential growth)



HOUSING

What we heard:

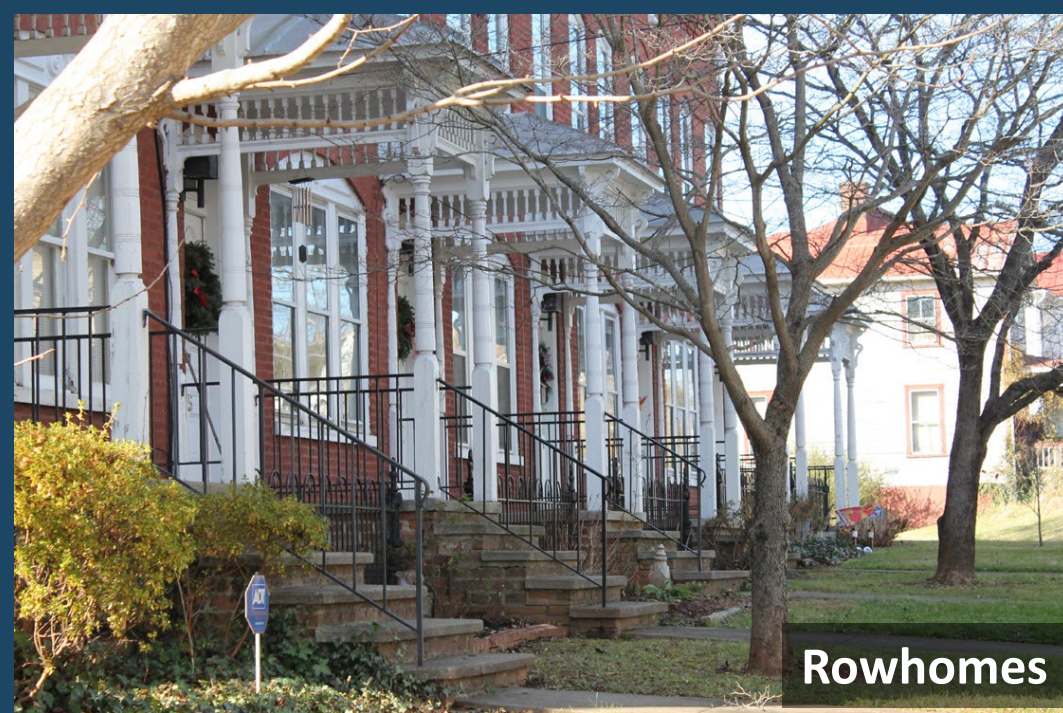
- Lack of “missing middle” housing types
- Feedback on setbacks, lot size standards
- Opportunities to promote infill development

Recommendations:

- Evaluate zoning districts to ensure dwelling types are permitted appropriately and achieve the housing types/styles desired
- Identify barriers to infill development & build in flexibility
- Result: Allows the City to continue to grow while balancing creation of workforce housing & protecting neighborhoods

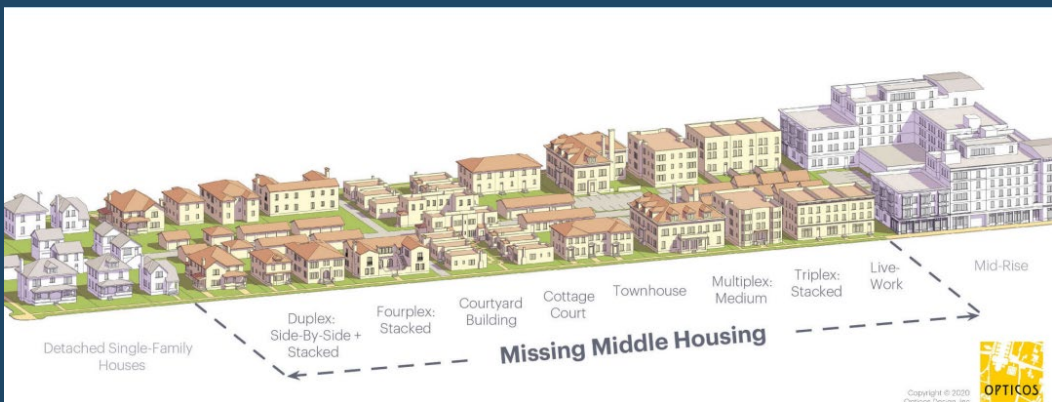
Zone	Min. Lot Area	Minimum Lot Width	Maximum Density
R-1	15,000 sf	100'	2.9
R-2	10,000 sf	75'	4.35
R-3	4,000 sf	60'	10.89
R-4	6,000 sf	50'	21.78

HOUSING: MISSING MIDDLE



WAYS TO ADDRESS HOUSING: DENSITY

- Current zoning ordinance does not facilitate development of “missing middle” housing types
- Option: Create a new zoning district that would fall between R-3 and R-4 that would allow more types of housing (triplexes, quadplexes, rowhomes, etc.)
- Option: Adjust R-3 to allow more types of housing (triplexes, quadplexes, rowhomes, etc.)



	R-1	R-2	R-3	R-4
Density (units per acre)	2.9	4.35	10.89	21.78
Single household homes	P	P	P	P
Duplexes			P	P
Townhouses			C	P
Multi-household Structures				P



HOUSING: INFILL



2025 – Assessed Value: \$33,800



2026 – Assessed Value: \$474,900

Infill Opportunities

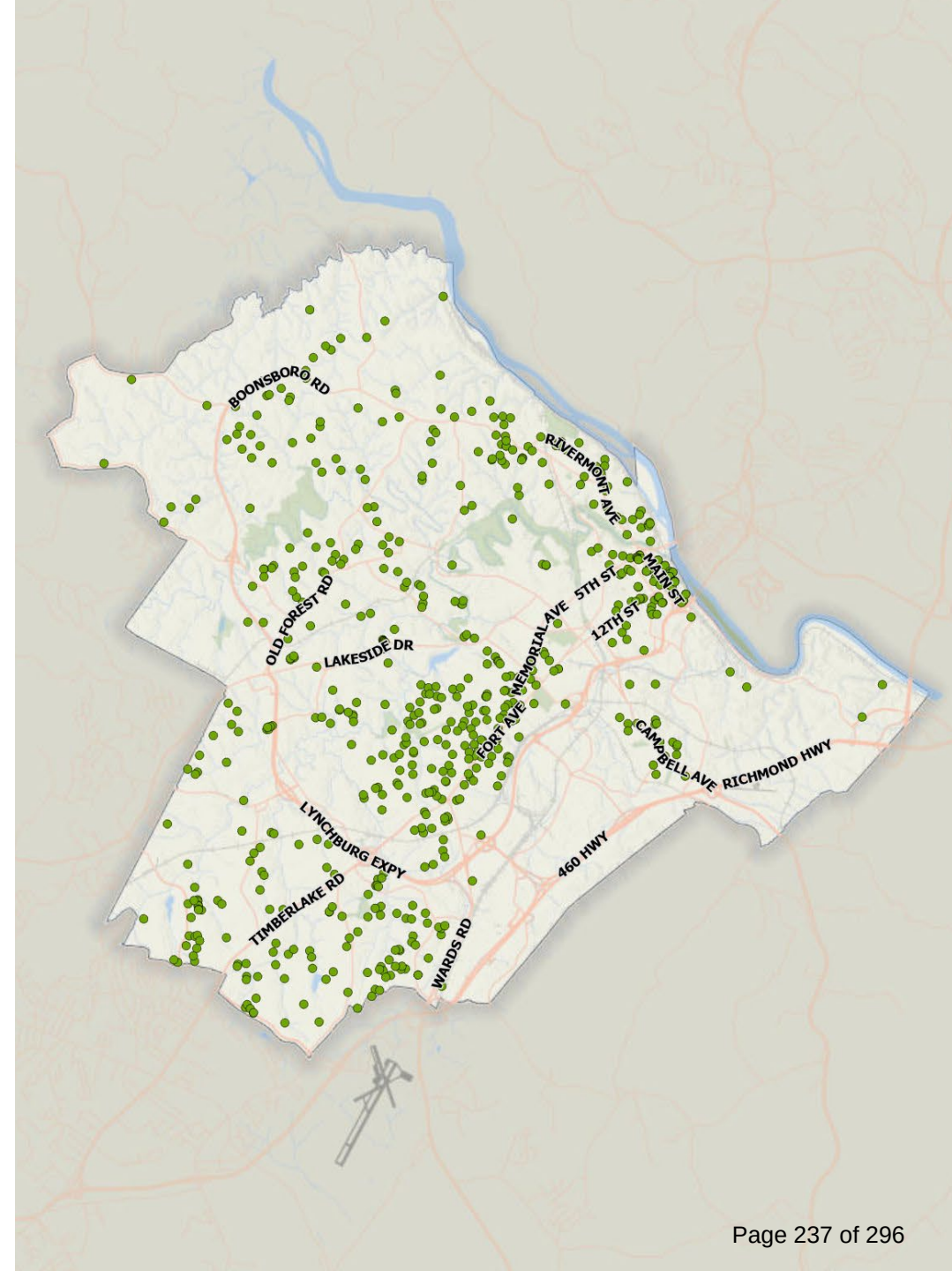
WAYS TO ADDRESS HOUSING: OCCUPANCY

- Current code allows up to 3 unrelated individuals to occupy a dwelling unit
- Option: Increase the occupancy standard in all zoning districts
- Option: Increase the occupancy standard only in higher density residential districts



SHORT TERM RENTAL OCCUPANCY

- ~650 short term rentals (Airbnb, Vrbo, etc.)
- Current code allows up to 4 unrelated individuals in a short term rental
- Option: Align the occupancy standard for short term rentals to other dwelling units (3 unrelated)
- Option: Evaluate short term rental impact on housing stock





MOBILITY & CONNECTIVITY

What we heard:

- Need to improve safety for all users of our transportation system
- Opportunities to improve traffic flow and safety
- Focus on key transportation corridors

Recommendations:

- Target high traffic and high crash areas as priority corridors for investment
- Continue to develop an integrated network for all traffic modes/users



ECONOMIC DEVELOPMENT

What we heard:

- Economic Development is multifaceted
 - Housing, Quality of Life, Education, Transportation elements are vital
- Support, retain, and grow the City's employers and industries

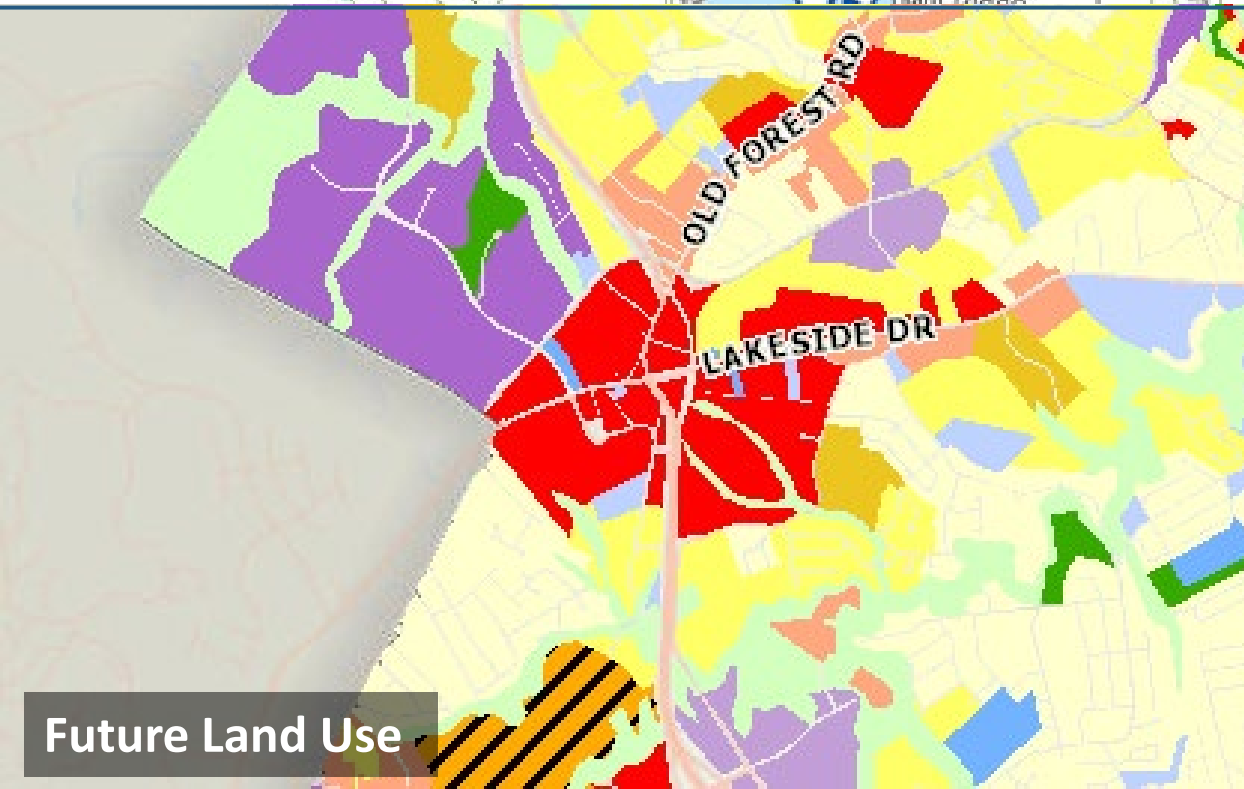
Recommendations:

- Enhance site readiness to reduce barriers to new industry
- Attract and support businesses in Lynchburg through strategic use of the Economic Development Authority (EDA) and various incentives.
- Support through various other plan strategies

ECONOMIC DEVELOPMENT



Enterprise Zones



Future Land Use



Compact, Mixed-use Development



Peaks to Creeks Trail



QUALITY OF LIFE

What we heard:

- Residents highly value our community's natural resources and recreation spaces
- Access to Parks and Recreation is important to community health

Recommendations:

- Connect people with natural resources and recreation spaces through high quality and accessible facilities
- Result: Provide assets for community residents while supporting Economic Development by promoting sports tourism



NEXT STEPS

- Plan draft is available online now
- Planning Commission Work Session
- Public Open House
- Planning Commission Final Work Session
- Will return to City Council after Planning Commission final review/action



AGENDA ITEM SUMMARY**MEETING DATE**

August 25, 2026

PRESENTED BY

Kent White, Assistant City Manager

AGENDA ITEM # IV.8

Odd Fellows Road Bridge Naming

RECOMMENDATION

Place the item on the September 8, 2026, General Business Agenda and request the Commonwealth Transportation Board (CTB) name the Odd Fellows Road Bridge lying over U.S. Route 460 in memoriam of Earl Lee Brooks Sr.

SUMMARY

City Council has received a request to consider naming the Odd Fellows Road Bridge over U.S. Route 460 in memoriam of Earl Lee Brooks, Sr.

Earl Lee Brooks, Sr. became known as the "Earl of Lynchburg", racing in the Grand National-Winston Cup race. He started in 262 races with 37 top ten finishes, raced in the Daytona 500 and was 3 times in the Nations top 20 points. He was inducted into the Lynchburg Area Sports Hall of Fame in 1997, chosen as one of the top 10 personalities of the "Well known in Lynchburg" in 2006, and was inducted posthumously into the Memory Lane Museum Hall of Fame, Mooresville, N.C. in 2010.

The bridge is part of the Virginia Department of Transportation road system. A request to name the bridge would require a resolution from City Council, as well as a commitment to fund the VDOT costs to fabricate and install the signs.

PRIOR ACTION(S)

July 14, 2026: Physical Development Committee (PDC) Briefing

FISCAL IMPACT

\$1000 from the FY 2027 General Fund Reserve for Contingencies.

CONTACT(S)

Kent White, Assistant City Manager
William Martin, Community Development Director

ATTACHMENT(S)

1. Earl Brooks Sr Memorial Bridge Draft Res Final Draft

REVIEWED BY



William Martin, Community Development Director

Date: July 29, 2026



Kent White, Assistant City Manager

Date: August 05, 2026



Alicia Finney-Andrews, Clerk of Council

Date: August 20, 2026

RESOLUTION:

#R-26-__

A RESOLUTION REQUESTING THE COMMONWEALTH TRANSPORTATION BOARD NAME THE ODD FELLOWS ROAD BRIDGE, LYING OVER U.S. ROUTE 460 IN THE CITY OF LYNCHBURG, VIRGINIA, THE “EARL LEE BROOKS SR. MEMORIAL BRIDGE”.

WHEREAS, Earl Lee Brooks Sr. was born on August 11, 1929 and passed July 21, 2010; and

WHEREAS, Earl Lee Brooks, Sr. was a U.S. Army Veteran; and

WHEREAS, Earl Lee Brooks, Sr. was the owner and operator of Brooks’ Garage located on Mayflower Drive in the City of Lynchburg, Virginia from 1959 to 1992; and

WHEREAS, Earl Lee Brooks, Sr. became known as the “Earl of Lynchburg” racing in the NASCAR Grand National-Winston Cup Series, now known as the Sprint Cup, from 1962 to 1979; and

WHEREAS, the Earl of Lynchburg started in 262 races with 37 top ten finishes, raced four times in the Daytona 500, and was three times in the nation’s top 20 point standings; and

WHEREAS, Earl Lee Brooks, Sr. was inducted into the Lynchburg Area Sports Hall of Fame in 1997, chosen as one of the most famous or well-known Central Virginians by the *News & Advance* in 2007, and inducted posthumously into the Memory Lane Museum Hall of Fame, Mooresville, N.C. in 2010; and

WHEREAS, Va. Code § 33.2-213 authorizes the Commonwealth Transportation Board (CTB) to give suitable names to Virginia state highways, bridges, interchanges, and other transportation facilities and to also change the names of any highways, bridges, interchanges, or other transportation facilities forming a part of the systems of Virginia’s state highways; and

WHEREAS, Va. Code § 33.2-213 provides that the Virginia Department of Transportation shall place and maintain appropriate signs indicating the names of Virginia’s state highways, bridges, interchanges, and other transportation facilities named by the CTB and requires that the costs of producing, placing, and maintaining such signs shall be paid by the localities in which they are located; and

WHEREAS, pursuant to the said statutory authority, the Lynchburg City Council desires to formally request the CTB name the Odd Fellows Road Bridge, lying over U.S. Route 460 within the corporate limits of the City of Lynchburg, Virginia, the “Earl Lee Brooks, Sr. Memorial Bridge”, in honor of Earl Lee Brooks, Sr. and further requests the Virginia Department of Transportation place and maintain appropriate signs in connection with the same.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That this Council, on behalf of itself and for the City of Lynchburg, in accordance with Va. Code § 33.2-213, does hereby request that the CTB name the Odd Fellows Road Bridge, lying over U.S. Route 460 within the corporate limits of the City of Lynchburg, Virginia, the “Earl Lee Brooks, Sr. Memorial Bridge” in honor of Earl Lee Brooks, Sr.
2. That the City of Lynchburg shall pay the costs of producing, placing, and maintaining the signs calling attention to this naming of the Odd Fellows Road Bridge and requests the Virginia Department of Transportation place and maintain appropriate signs identifying the said Odd Fellows Road Bridge as the “Earl Lee Brooks, Sr. Memorial Bridge”.

3. That the City Manager, or his designee, is hereby authorized to take any and all lawful actions on behalf of the City of Lynchburg to ensure the substance of this Resolution is duly satisfied.
4. That this Resolution shall be effective upon its adoption.

Adopted:

Certified:

Clerk of Council

DRAFT



AGENDA ITEM SUMMARY

MEETING DATE

August 25, 2026

PRESENTED BY

Kennith Edwards, Chief of Police

AGENDA ITEM # IV.9

Downtown Public Safety

RECOMMENDATION

SUMMARY

To discuss public safety in the downtown entertainment district

PRIOR ACTION(S)

FISCAL IMPACT

CONTACT(S)

Kennith Edwards, Chief of Police

ATTACHMENT(S)

1. Downtown Public Safety presentation

REVIEWED BY

Alicia Finney-Andrews, Clerk of Council

Date: August 20, 2026

DOWNTOWN PUBLIC SAFETY

August 25, 2026



PURPOSE & ACTION

Purpose:

To discuss downtown public safety

Why:

To provide Council with information related to downtown public safety

COMMUNITY SUCCESS



- Downtown transformation over the past two decades
- Growth in business, housing, dining, entertainment, and events
- Importance of preserving continued progress downtown

CHALLENGES DOWNTOWN

- Late-night activity following entertainment venue closings
- Concentrated crowds in the Main Street entertainment district
- Balancing vibrant nightlife with public safety



OUR PHILOSOPHY



- Mission to protect while respecting constitutional rights
- Professional, fair, and impartial enforcement
- Education, prevention, visibility, de-escalation, community engagement, and enforcement that enhances public safety

THE ROLE OF PUBLIC SAFETY

- Safe environments support economic vitality
- Shared responsibility among government, businesses, residents, visitors, and law enforcement
- LPD commitment to maintaining a safe and welcoming downtown





OPERATIONAL REALITIES

- Officer safety and the managing of large crowds
- Resource allocation and staffing considerations
- Arrest decisions balanced against broader public safety needs

LEGAL FRAMEWORK AND ENFORCEMENT

- Constitutional limitations on police authority
- Enforcement requires specific legal violations, not mere presence
- Officer discretion based on totality of circumstances
- Enhanced/Diminished Public Safety





CODE OF VA

§ 18.2-404. Obstructing free passage of others.

Any person or persons who in any public place or on any private property open to the public unreasonably or unnecessarily obstructs the free passage of other persons to and from or within such place or property *and* who shall fail or refuse to cease such obstruction or move on when requested to do so by the owner or lessee or agent or employee of such owner or lessee or by a duly authorized law-enforcement officer shall be guilty of a Class 1 misdemeanor.

Nothing in this section shall be construed to prohibit lawful picketing.

CITY CODE

Sec. 27.1.1. – Obstructing free passage.

Pursuant to the authority granted to the city by the Code of Virginia and its general police powers, the city does hereby adopt the following section for the purpose of ensuring the free passage of pedestrians and vehicles on the public rights-of-way, to ensure free access to public places and to prevent activities that threaten the public safety or threaten a breach of the peace.





SHARED RESPONSIBILITY

- Law enforcement responsibilities
- Business owner responsibilities
- Patron expectations
- Contributions from residents, property owners, and community organizations

COLLABORATION

- Meetings with downtown stakeholders (DLA)
- Proposed voluntary operational improvements
- Importance of shared responsibility between businesses and law enforcement
- Continued willingness to collaborate



PUBLIC SAFETY INITIATIVES



- Increased staffing to include mandatory overtime
- Dedicated downtown officers
- Directed patrols
- Improved lighting
- Partnerships with ABC and other agencies
- Hill City Connect security camera program
- Community outreach and crime prevention

LOOKING FORWARD

- Commitment to protecting downtown's progress
- Maintaining public confidence
- Supporting a safe, vibrant downtown for residents, businesses, and visitors
- Public safety is a shared responsibility





- **Hill City Connect is a technology platform made available to individuals and businesses to register or integrate their cameras.**
- **This program is voluntary**

AGENDA ITEM SUMMARY**MEETING DATE**

August 25, 2026

PRESENTED BY

Kennith Edwards, Chief of Police

AGENDA ITEM # IV.10

Flock Safety Technology

RECOMMENDATION**SUMMARY**

To review and discuss LPD's use of Flock Safety Technology

PRIOR ACTION(S)**FISCAL IMPACT****CONTACT(S)**

Kennith Edwards, Chief of Police

ATTACHMENT(S)

1. Flock ALPR presentation 8.25.26
2. Councilman Misjuns' Resolution - Option #1
3. Councilman Misjuns' Resolution - Option #2
4. Councilman Faraldi's Resolution

REVIEWED BY

Alicia Finney-Andrews, Clerk of Council

Date: August 20, 2026

CITY COUNCIL PRESENTATION

Flock Accountability and Oversight August 2026



PURPOSE & ACTION

Purpose

To outline the accountability, oversight, and privacy safeguards adopted by LPD to govern its use of Flock technology.

Why is this important?

To provide education on how the technology is authorized, accessed, monitored, and used in accordance with law and departmental policy.

LPD HAS THREE PRINCIPLES OF PUBLIC SAFETY

1. **Everyone in our community has a right to feel safe.**
2. **LPD employees receive ongoing training and support to maintain professional and accountable public safety services for our community.**
3. **LPD will use all available tools to keep our community safe.**

LPD UNDERSTANDS THE IMPORTANCE OF PRIVACY AND SECURITY FOR OUR COMMUNITY

- Flock technology does not replace traditional police work.
- LPD Flock is an **investigative tool** that is used to support – not replace – lawful police investigations.
- LPD implements specific controls and policies to ensure legal use and prevent inappropriate access or use.
- Every technology system governed by LPD is accompanied by clear policies, meaningful oversight, documented use, and consequences for misuse.

HOW LPD USES FLOCK

A certified LPD employee searches the Flock database **after a crime has been committed or during an investigation relative to public safety.**

Investigative Purpose * Required Field

Offense Type *
Enter offense type

Case No. / Call for Service No. *
Enter a case or call for service nu

Reason *
Enter search reason (required)

Vehicle Details

License Plate
Enter license plate

Plate State
Any

☐ Include Partial Plate ☐ Statewide (VA)

Vehicle Signature
Enter body, make, color, etc

Each search requires the following information:

- Investigative Purpose (offense type)
- Case Number or Call for Service Number
- Reason for the search

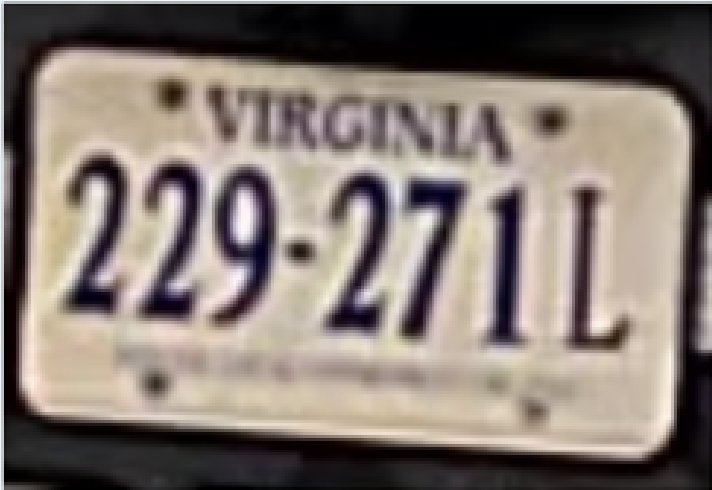
This requirement complies with the FBI Criminal Justice Information Systems (CJIS) requirements and Virginia State Law.

Searches return visible information regarding license plate numbers and vehicle characteristics.

This information is then verified with Virginia DMV records.

TRAINING EXAMPLE

Plate	VA 229271L	List Name	TRAINING ONLY
Date	5/17/2024, 3:53:16 PM 21 minutes ago	Case Number	2024-TEST7
		Reason	TRAINING

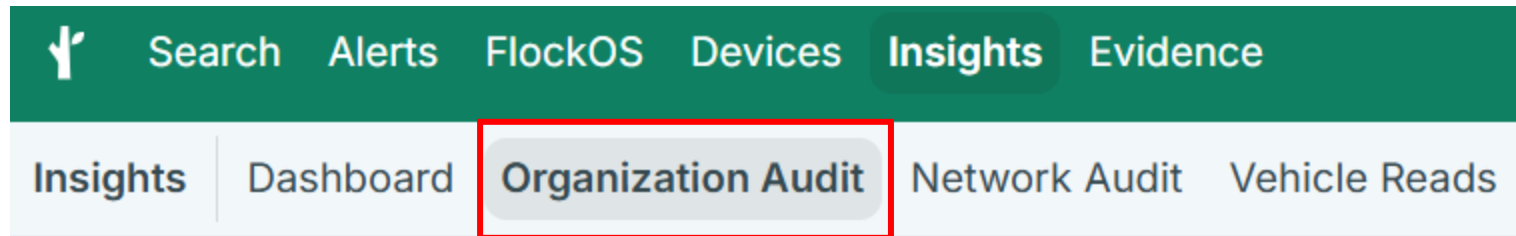




ACCOUNTABILITY AND OVERSIGHT

- Access to Flock is strictly limited to legitimate law-enforcement and public-safety purposes (e.g., investigation, complaint inquiries).
- LPD provides training to all employees who will have access to the Flock database. This training must be completed prior to accessing and using Flock data.
- All users must complete **CJIS-compliant, multi-factor authentication** to enter the database. This ensures authorized entry and verifies the identity of each user.

ACCOUNTABILITY AND OVERSIGHT



- The Flock database complies with Criminal Justice Information System (CJIS) requirements with the use of **multi-factor authentication, creation of usage logs, and allowance of organizational audits.**
- CJIS requirements are defined by federal law and govern all police database systems.

FBI CJIS REQUIREMENTS

FBI Criminal Justice Information Services (CJIS)	LPD Directive PD25-0712
• Access Control • Authentication (MFA) • Encryption • Personnel Security • Auditing & Accountability • Physical & Media Security	• Equipment operation • Equipment maintenance • Data recording, security, storage, retention • Access guidelines

FLOCK SECURITY CONTROLS

- Data is encrypted at all times – while temporarily stored on the devices, in transit to the cloud, at rest in the cloud, and during backups
- Stored in Amazon Web Services (AWS) GovCloud
 - US only data residency
 - CJIS certified
 - Restrictions on who can administer the cloud infrastructure
- Multi-factor authentication
- Audit trails
- LPD controls who we share with, in accordance with applicable state law and LPD policies
- Only approved users with role-based access set by us
- Flock is reviewed against SOC 2 Type II and ISO 27001 standards
 - SOC 2 Type II – independent audit evaluating how well a service organization manages customer data over a specified period
 - ISO 27001 – top global standard for information security. This helps a business build an Information Security Management System (ISMS) to keep data safe.

ACCOUNTABILITY AND OVERSIGHT

Organizational audit trails are conducted by LPD supervisors every 30 days. Audits are checked to ensure authorized search criteria.

Information in the Organizational Audit includes logged searches by user, date and timestamps of searches, and the purpose for the search.

- Organizational Audits confirm compliance with policy and Virginia law.
- LPD provides monthly reporting to the Virginia State Police which are publicly available on [Flock Safety - Lynchburg VA PD Transparency Portal](#)

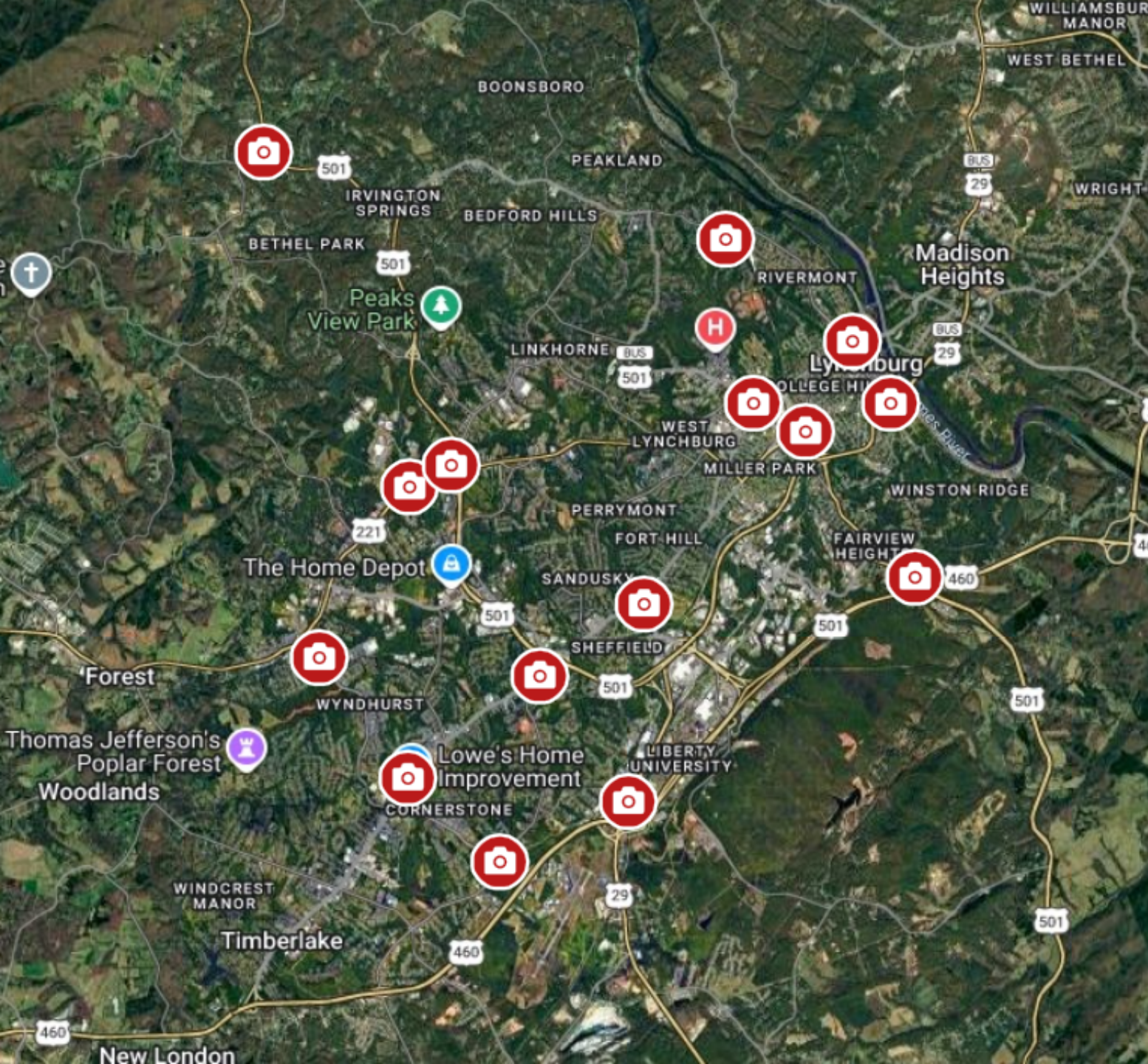
WHY FLOCK IS IMPORTANT TO KEEP OUR COMMUNITY SAFE

The annual cost of crime in Lynchburg (2025) was estimated at \$55,317,461, or \$580 per resident and \$1358 per household. ([CrimeGrade.org](https://www.crimegrade.org/))

- LPD will use all available tools to keep our community safe.
- Flock is one of the tools available to law enforcement to identify persons traveling public roads who may be involved in a crime.
- To date, we have confirmed over **100 significant** cases have been **cleared** with the use of Flock.
- Police1 reported, **"The addition of 1 Flock LPR camera per sworn officer is associated with a 9.1% increase in the clearance rate of crimes."**

LPD FLOCK CAMERA LOCATIONS

Locations were
selected using traffic
volume data and
geographical
boundaries of the
City of Lynchburg



LPD FLOCK CAMERA LOCATIONS

Location Name ↑	Location Name ↑	Location Name ↑
 #01 Wards Rd @ Wards Ferry Rd NB LPR Camera	 #06 501 @ Coffee Rd SB LPR Camera	 #11 Old Forest Rd @ Lakeside Dr SB LPR Camera
 #02 US 29 SB @ Main St Exit LPR Camera	 #07 Airport Rd @ Leesville Rd WB LPR Camera	 #12 Kemper St @ 12th St NB LPR Camera
 #03 Lakeside Dr @ Southern Air NB LPR Camera	 #08 Enterprise Dr @ Dillard Dr SB LPR Camera	 #13 Langhorne Rd @ Memorial Ave WB LPR Camera
 #04 Campbell Ave @ 460 Offramp WB LPR Camera	 #09 Rivermont Ave @ Elmwood Ave WB LPR Camera	 #14 Timberlake Rd @ Wood Rd EB LPR Camera
 #05 John Lynch Bridge WB LPR Camera	 #10 Timberlake Rd @ Wards Ferry EB LPR Camera	 #15 Wards Rd SB @ Fort Ave LPR Camera

All locations are main intersections of the city and boundaries.

UNITED STATES V. KNOTTS (1983)

- Law enforcement was investigating people suspected of purchasing chemicals used to manufacture illegal drugs. With the seller's consent, officers placed a small electronic "beeper" tracking device inside a five-gallon container of chloroform.
- The container was placed in a vehicle, officers followed it using a combination of visual surveillance and the beeper signal.
- Officers lost sight of the vehicle but used the beeper to determine it had arrived at Knotts's cabin in Wisconsin.
- Police obtained a search warrant for the cabin and discovered an illegal drug laboratory.
- Knotts challenged, arguing that the warrantless monitoring of the beeper violated the Fourth Amendment.

UNITED STATES V. KNOTTS (1983)

- Supreme Court ruled **against Knotts**.
- The Court held that monitoring the beeper under these circumstances **was not a Fourth Amendment search** because it essentially allowed police to do electronically what they could lawfully have done visually – follow the vehicle as it traveled on public roads.
- Reasoning was that someone driving on a public street exposes certain information to anyone who happens to be watching (e.g., roads traveled, direction of travel, stops made, and where the vehicle goes after leaving the public roadway.)
- The Court stated that police were not constitutionally prohibited from **enhancing their ability to observe public activity through technology** when the technology revealed information that could otherwise have been observed from public locations.

ROBINSON V. COMMONWEALTH (2026)

Virginia Court of Appeals (April 7, 2026)

- Norfolk had 172 Flock cameras at intersections and public roadways
- Police were investigating a series of burglaries and surveillance footage showed a **white BMW SUV** associated with the crimes.
- A detective searched Flock for white BMW SUVs in relevant areas and timeframes and ultimately identified Robinson's vehicle, in part because it had **distinctive black rims**.
- Robinson argued that police had obtained historical **location and movement information about his vehicle without a warrant**, violating the 4th Amendment.

ROBINSON V. COMMONWEALTH

- The Court of Appeals **affirmed the conviction and rejected Robinson’s Fourth Amendment argument.**
- Because Flock photographed Robinson’s license plate and the exterior of his vehicle while he traveled on public roads, **police were not required by the Fourth Amendment to obtain a warrant before accessing the Flock system.**
- Robinson argued that Flock should be treated like historical cellphone-location information at issue in *Carpenter v. United States*.
- The Court of Appeals disagreed and found Norfolk’s Flock system was not “**near perfect surveillance.**”
- Unlike cell-site location information, Flock did not continuously follow Robinson wherever he went. It produced intermittent photographs when his vehicle passed specific cameras on public roads.
- **Flock photographed vehicles – not people.**

CARPENTER V. UNITED STATES (2018)

- Landmark 4th Amendment case concerning **historical cellphone location information** without a warrant.
- During a robbery investigation, detectives obtained **cell-site location information (CSLI)** from wireless carriers through court orders under the Stored Communications Act rather than a search warrant based on probable cause.
- 12,898 location points covering 127 days were used to place Carpenter's cell phone near several robbery locations.
- Carpenter argued that obtaining this extensive history of his physical movements without a warrant violated the 4th Amendment.

CARPENTER V. UNITED STATES (2018)

- In a **5 – 4 decision** the Supreme Court agreed with Carpenter.
- The Court held that **government acquisition of historical CSLI constitutes a Fourth Amendment search, and the government generally must obtain a warrant supported by probable cause to acquire it.**
- **There are substantial differences between CSLI and a fixed ALPR network.**

CHATRIE V. UNITED STATES (2026)

- During the investigation of a robbery at a credit union in Midlothian, Virginia, detectives **obtained a geofence search warrant** requiring Google to identify devices that had been within a **150-meter radius** of the credit union around the time of the robbery.
- **Detectives did not know the robber's identity at the time of the search warrant.** They used the returned data to narrow down the devices and Google disclosed identifying information (this was included in the original geofence search warrant).
- The Court did **NOT** hold that geofence warrants are unconstitutional. The Supreme Court only answered **whether a search occurred**.
- The Supreme Court ruled that obtaining an individual's cell phone location information through a geofence warrant constitutes a Fourth Amendment search. Whether the warrant itself was constitutionally adequate remains to be decided.

LYNCHBURG FLOCK TECHNOLOGY USE

15
CAMERAS
266,130
UNIQUE LICENSE PLATES
IN LAST 30 DAYS

157
HOTLIST HITS
IN LAST 30 DAYS

99.94%
INNOCENT

MORE THAN 266,000 PEOPLE HAD
THEIR MOVEMENTS TRACKED AND
WERE NOT ON ANY HOT LIST.

157 HOT LIST HITS

HOW MANY OF THEM WERE
NOT ACTUALLY CRIMINALS?



ONCE DATED
A SUSPECT?



WERE A FAMILY
MEMBER?



LOANED OR SOLD
A VEHICLE?



PREVIOUSLY OWNED
A VEHICLE?



SIMPLY HAD A PLATE
THAT WAS MISREAD?

TRANSPARENCY IS NOT OPTIONAL.
IF CITY COUNCIL CAN'T GET ANSWERS,
HOW CAN THE PUBLIC TRUST THIS
MASS SURVEILLANCE SYSTEM?



MASS SURVEILLANCE CASTS AN
ENORMOUS NET OVER INNOCENT
PEOPLE IN HOPES OF CATCHING
A FEW FISH.

OVERSIGHT WITHOUT INFORMATION ISN'T OVERSIGHT AT ALL.



De-Flock Lynchburg

997 points

Rising contributor

MISINFORMATION

"Mass surveillance casts an enormous net over innocent people in hopes of catching a few fish."

ALPR gives law enforcement a controlled and accountable way to locate relevant evidence after a legitimate public-safety need has been established. This includes reported crimes, missing persons, or credible public-safety threats.

A vehicle tag appearing in the system does not make its driver a suspect nor trigger enforcement action.



MISINFORMATION

“Police to possibly add 100 more Flock cameras across City of Lynchburg”

The Lynchburg Police Department operates with 15 fixed Flock ALPR cameras.

There have been no requests to purchase additional Flock cameras.



WSET.COM

Police to possibly add 100 more Flock cameras across City of Lynchburg

COMMON CONCERNS FROM OUR COMMUNITY

Common concerns from our community	LPD Response
"The information automatically goes into a nationwide database."	Virginia law prohibits disseminating ALPR data into another state, federal, private, or commercial database. LPD is compliant with this law and does not share local collected data in a nationwide database. Sharing with another law-enforcement agency requires authorized investigative purposes, and the receiving agency must comply with the same requirements.
"Federal agencies have unlimited access."	LPD does not release local data to federal agencies without express investigative purposes. There is no unrestricted federal back door under Virginia law. Release of data must fall within an authorized law-enforcement purpose, a court order, subpoena, warrant, or another specifically permitted circumstance—and sharing must be recorded.
"The cameras automatically issue speeding or traffic tickets."	LPD Flock ALPR cameras do not issue speeding or traffic tickets. Information regarding driver behavior is not captured, meaning they do not measure speed or errors in driving.
"A camera hit automatically causes a traffic stop."	Flock camera information does not dictate officer behavior. LPD officers are required to comply with Virginia law, which expressly states that an ALPR notification, by itself, does not constitute reasonable suspicion. LPD officers are required to verify the plate or vehicle characteristics or develop independent reasonable suspicion.

COMMON CONCERNS FROM OUR COMMUNITY

Common concerns from our community	LPD response
“There are no consequences for misuse.”	LPD complies with Virginia law regarding willful unauthorized access, searching, sharing, or dissemination of protected information. A violation of this statute is a Class 1 misdemeanor under Virginia law.
“Technology replaces police investigation.”	LPD uses ALPR information as one of many investigative resources to discover information about committed crime. ALPR information is corroborated with other evidence. ALPR information alone does not establish who was driving, whether a crime occurred, or whether an arrest is justified.
“If most vehicles photographed are innocent, the system is being misused.”	Flock cameras observe traffic, just as officers and conventional cameras do. The Flock system is designed to support officer observations and investigative research for criminal incidents.
“Flock has been declared unconstitutional.”	In Robinson v. Commonwealth (2026) , the Court of Appeals of Virginia confirmed that Flock ALPR systems did not violate the Fourth Amendment. The Court stated that the system captured images and data of vehicles traveling on public roads and the system does not equal continuous, comprehensive surveillance.

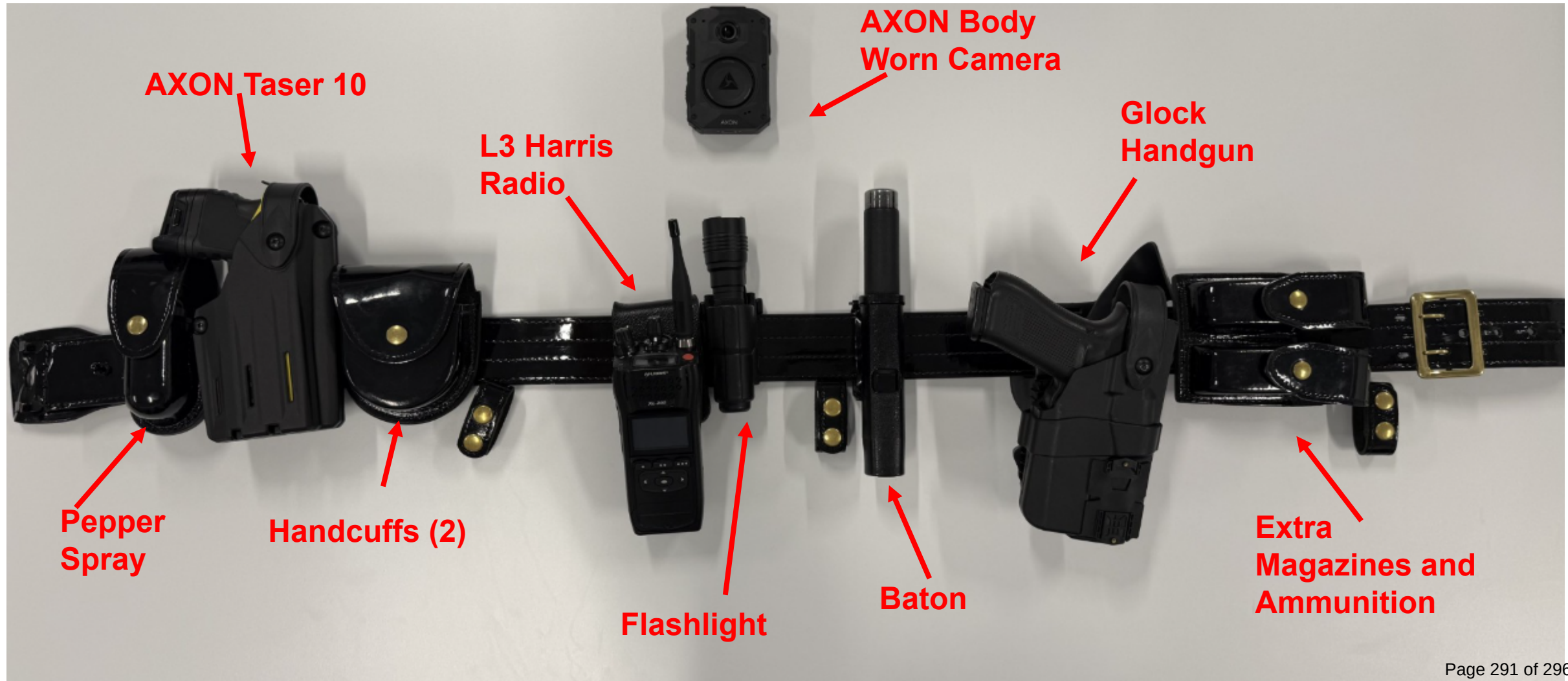
A TEMPORARY PAUSE

- At my direction, on August 19th, LPD's 15 fixed Flock ALPR cameras were disabled.
- I want to take a moment to thank Gaynelle Hart, Clay Simmons, and Public Works staff for their support in covering the cameras for us, safely.
- **Everyone in our community has a right to feel and be safe.**
- **We've heard the concerns of our community.**
- **We will continue to use all available resources, including modern policing technology, to fight crime and keep Lynchburg safe.**

NEXT STEPS

- My staff will work with City staff to identify a vendor capable of providing a fact-based and objective review of our use of Flock ALPR devices. In addition, we will request a review of our current training, policy, and procedures.
- The vendor will deliver a report to Council with their findings.
- We will continue to listen to our community.
- We are willing to provide a monthly report to Council, if requested.

DUTY BELT ESSENTIAL TOOLS FOR DAILY PATROL



RESOLUTION:

#R-26-_____

A RESOLUTION OF THE LYNCHBURG CITY COUNCIL ESTABLISHING
POLICIES GOVERNING ACCESS TO HISTORICAL AUTOMATIC LICENSE
PLATE RECOGNITION DATA AND THE USE OF RADIOFREQUENCY-BASED
VEHICLE-FINGERPRINTING TECHNOLOGIES

WHEREAS, the Lynchburg City Council (the "Council") recognizes the importance of protecting the privacy, civil liberties, and constitutional rights of residents and visitors of the City of Lynchburg, Virginia (the "City"), while supporting legitimate public safety and law-enforcement objectives; and

WHEREAS, the Lynchburg Police Department ("LPD") utilizes automatic license plate recognition ("ALPR") technology, including the Flock Safety System (the "System"), which collects and retains information concerning vehicles observed within the System's coverage area, subject to applicable federal and Virginia law; and

WHEREAS, historical ALPR data may enable law-enforcement personnel to identify, reconstruct, or materially infer the past locations, movements, and associations of particular vehicles and, in some circumstances, the individuals associated with those vehicles; and

WHEREAS, on June 29, 2026, the Supreme Court of the United States decided *Chatrle v. United States*, 609 U.S. ____ (2026), holding that law-enforcement acquisition of an individual's historical cell-phone location history data constituted a search under the Fourth Amendment and recognizing the significant privacy interests implicated by government access to aggregated historical location information; and

WHEREAS, the Council recognizes that *Chatrle* concerned historical cell-phone location information and did not itself determine whether access to historical ALPR data constitutes a search under the Fourth Amendment; and

WHEREAS, on April 7, 2026, the Court of Appeals of Virginia decided *Robinson v. Commonwealth*, Record No. 1912-24-1, holding, on the facts presented in that case, that law-enforcement access to certain Flock ALPR records did not constitute a search under the Fourth Amendment; and

WHEREAS, the Council recognizes that the constitutional analysis applicable to historical ALPR data may evolve as ALPR systems become capable of retaining, aggregating, correlating, and analyzing increasingly comprehensive records of vehicle movements and locations; and

WHEREAS, the Council therefore determines that, regardless of the minimum requirements imposed by the Fourth Amendment or current Virginia law, it is appropriate as a matter of City policy to require a search warrant before LPD accesses historical ALPR data from the System when the requested data is capable of identifying, reconstructing, or materially inferring the historical movements, location patterns, or associations of a particular vehicle or individual over a period of time; and

WHEREAS, Virginia law establishes requirements governing the use of ALPR systems by law-enforcement agencies, including requirements concerning permissible purposes, audit trails, retention and destruction of system data, internal auditing, information security, and restrictions on the sharing and use of ALPR data; and

WHEREAS, nothing in this Resolution is intended to diminish, supersede, or conflict with any requirement imposed by Virginia law, including § 2.2-5517 of the Code of Virginia, 1950, as amended, and this Resolution is intended to establish additional City policies and protections to the fullest extent permitted by applicable law; and

WHEREAS, advances in technology have also made it possible to collect, derive, and analyze radiofrequency (“RF”) signals emitted by vehicles, electronic devices, and equipment associated with vehicles to create persistent or unique identifiers capable of distinguishing, identifying, locating, or tracking vehicles over time; and

WHEREAS, the Council finds that the acquisition and use of RF-based vehicle-fingerprinting technologies may create significant privacy and civil-liberties concerns, particularly when such technologies permit persistent tracking without reliance upon a visible license plate or other conventional vehicle identifier; and

WHEREAS, the Council therefore determines that clear limitations should govern the acquisition, deployment, operation, access to, and use of RF-based vehicle-fingerprinting technologies by LPD; and

WHEREAS, nothing in this Resolution is intended to prohibit conduct required by federal or Virginia law or to restrict LPD’s lawful use of investigative tools pursuant to a valid warrant or another recognized exception to the warrant requirement; and

WHEREAS, nothing in this Resolution is intended to prohibit the lawful use of ALPR technology for purposes expressly authorized by Virginia law, except to the extent that this Resolution establishes additional restrictions consistent with applicable law.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. Historical ALPR Searches. That, to the fullest extent permitted by federal and Virginia law, it shall be the policy of the City that LPD shall obtain a search warrant, issued pursuant to Chapter 5 (§ 19.2-52 et seq.) of the Code of Virginia, 1950, as amended, before conducting a search of historical ALPR data maintained in the System when the search is reasonably capable of identifying, reconstructing, or materially inferring the historical movements, location patterns, or associations of a particular vehicle or individual over a period of time. Nothing in this clause shall be construed to require a search warrant when an applicable exception to the warrant requirement under Virginia and/or federal law authorizes a warrantless search, including exigent circumstances. Further, unless and until otherwise required by applicable federal or Virginia law, a violation of this clause shall constitute a violation of City policy and shall be addressed through the City’s applicable Employment Policies and Procedures. Nothing herein is intended to create an independent basis for application of the exclusionary rule described in *Weeks v. United States*, 232 U.S. 383 (1914) and its progeny, or to create a separate violation of federal or Virginia law.

2. Use of RF-Based Vehicle-Fingerprinting Technologies. That, to the fullest extent permitted by federal and Virginia law, LPD shall not acquire, deploy, operate, or use any radiofrequency ("RF") device-identifier interceptor, RF fingerprinting system, or substantially similar technology that collects, aggregates, or analyzes RF signatures emitted by vehicles, or by electronic devices or equipment associated with vehicles, for the purpose of creating persistent or unique vehicle identifiers or tracking vehicles over time. Further, unless and until otherwise required by applicable federal or Virginia law, a violation of this clause shall constitute a violation of City policy and shall be addressed through the City's applicable Employment Policies and Procedures. Nothing herein is intended to create an independent basis for application of the exclusionary rule described in *Weeks v. United States*, 232 U.S. 383 (1914) and its progeny, or to create a separate violation of federal or Virginia law.

3. That the City Manager and the Chief of Police are hereby directed to implement the policies established by this Resolution within LPD no later than [REDACTED].

4. That this Resolution shall become effective upon adoption.

Adopted: _____

Certified: _____
Clerk of Council

Councilman Misjuns' Option #2

RESOLUTION:

#R-26-__

A RESOLUTION DIRECTING THE TERMINATION OF THE CITY'S CONTRACTUAL RELATIONSHIP WITH FLOCK GROUP, INC.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG: That the City Manager for the City of Lynchburg, Virginia (the "City"), or his designee, is hereby directed to effectuate the termination of the City's existing contractual relationship with Flock Group, Inc. ("Flock") in accordance with all applicable contractual requirements. All matters related to the removal of equipment, disposition of data, and any other matters arising from or connected to the City's use of Flock's technology shall be handled in accordance with applicable law and applicable contractual requirements. On or before [REDACTED], the Council shall revoke the license granted to Flock pursuant to Lynchburg City Council Resolution #R-23-097.

Adopted: _____

Certified: _____
Clerk of Council

RESOLUTION:

#R-26-__

A RESOLUTION APPLAUDING THE DECISION TO TEMPORARILY PAUSE THE OPERATION OF THE CITY'S FIFTEEN (15) FIXED FLOCK CAMERAS WHILE CONDUCTING A THIRD-PARTY REVIEW AND DIRECTING THE RECONSIDERATION AND REVIEW OF (I) THE CITY'S CONTRACTUAL RELATIONSHIP(S) WITH FLOCK AND (II) THE LICENSE ISSUED TO FLOCK.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That the Council for the City of Lynchburg, Virginia ("City") applauds the August 19, 2026, decision of the City's Chief of Police and the City's Administration to temporarily pause the operation of its fifteen (15) fixed Flock Group, Inc. ("Flock") Automatic License Plate Recognition ("ALPR") cameras in the City's rights-of-way while it conducts an independent and objective third-party review of its policies, procedures, trainings, and operational practices related to ALPR technology.
2. That the Lynchburg City Council shall, within thirty (30) days of the completion of the aforesaid third-party review, reconsider and review (i) the City's contractual relationship(s) with Flock and (ii) the license issued to Flock via Lynchburg City Council Resolution #R-23-097.

Adopted: _____

Certified: _____
Clerk of Council